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Various pagings.

In Appendix No. 1, page 116 is incorrectly numbered page 118.

In Appendix No. 3, page 12 is incorrectly numbered page 13.

APPENDIX

TO THE

THIRTY-THIRD VOLUME

OF THE

JOURNALS OF THE HOUSE OF COMMONS

DOMINION OF CANADA

SESSION 1898



OTTAWA

PRINTED BY S. E. DAWSON, PRINTER TO THE QUEEN'S MOST  
EXCELLENT MAJESTY

1899

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VOLUME XXXIII

## APPENDIX

### LIST OF APPENDICES—1898.

- No. 1.—REPORT of the Select Committee appointed to inquire into the expenditure of subsidies granted in aid of the Drummond County Railway, etc. *Printed herein.*
- No. 2.—FOURTH REPORT of the Select Standing Committee on Public Accounts in connection with payments to certain commissioners. *Printed herein.*
- No. 2a.—FIFTH REPORT. Payments to A. E. Killam, Moncton. *Printed herein.*
- No. 2b.—SIXTH REPORT. Payments to the Baie des Chaleurs Railway Co. *Printed herein.*
- No. 2c.—SEVENTH REPORT. Expenses of Engineering Staff of the Soulanges Canal. *Printed herein.*
- No. 2d.—EIGHTH REPORT. Payment of \$300 to Colonel Domville for J. Milton Barnes. *Printed herein.*
- No. 2e.—NINTH REPORT. Payment of \$10,964.41 to Archibald & Howell, etc., in connection with election frauds in Manitoba. *Printed herein.*
- No. 2f.—TENTH REPORT. Report of the sub-committee stating session too far advanced to give proper attention to the important matters (Treasury Board over-rulings) referred to them, *Printed herein.*
- No. 2g.—ELEVENTH REPORT. Grant to Lake St. John Railway. *Printed herein.*
- No. 3.—REPORT of the Select Standing Committee on Agriculture and Colonization. *Printed herein.*

# REPORTS

OF THE

## SPECIAL COMMITTEE

ON THE

# DRUMMOND COUNTY RAILWAY INQUIRY

INTO THE

EXPENDITURE OF SUBSIDIES GRANTED TO, AND THE NEGOTIATIONS  
AND TRANSACTIONS IN RELATION TO THE ACQUIRING OF,  
THE SAID RAILWAY BY THE GOVERNMENT  
OF CANADA.

*(Referred on the 15th February, 1898)*

TOGETHER WITH

MINUTES OF PROCEEDINGS AND EVIDENCE ATTACHED



OTTAWA

PRINTED BY S. E. DAWSON, PRINTER TO THE QUEEN'S MOST  
EXCELLENT MAJESTY

1898



# Drummond County Railway Inquiry.

## DRUMMOND COUNTY RAILWAY INQUIRY

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# Drummond County Railway Inquiry.

## SPECIAL COMMITTEE

RE

# DRUMMOND COUNTY RAILWAY.

## ORDER OF REFERENCE.

HOUSE OF COMMONS,  
TUESDAY, February 15th, 1898.

*Resolved*,—That a special Committee composed of Messrs.

Lister,	Haggart,
Carroll,	Borden (Halifax), and
McIsaac,	Powell,
Morrison,	

be appointed to inquire into the expenditure of the subsidies granted in aid of the Drummond County Railway, and into all negotiations and transactions between the Government of Canada and any member or officer thereof, or any person in its behalf, and the Drummond County Railway Company, or any director, officer or person in the Company's behalf, relating to the acquiring of the said railway by the Government; with power to send for papers, persons and records, and to report the evidence to this House, together with the opinion of the said Committee thereupon.

Attest,

J. G. BOURINOT,  
*Clerk of the House.*

MONDAY, March 7th, 1898.

*Ordered*, That the said Committee have leave to employ shorthand writers, to take down such evidence as the Committee may deem necessary.

*Ordered*, That all the proceedings of, and the evidence taken before, the said Committee, be printed from day to day, for the use of the members of the Committee, and that Rule 94 be suspended in relation thereto.

Attest,

J. G. BOURINOT,  
*Clerk of the House.*





# Drummond County Railway Inquiry.

## REPORTS

OF THE

### SPECIAL COMMITTEE re DRUMMOND COUNTY RAILWAY.

#### FIRST REPORT.

MONDAY, March 7th, 1898.

The Special Committee appointed to inquire into the expenditure of the subsidies granted in aid of the Drummond County Railway, &c., &c., beg leave to present the following as their First Report :

Your Committee recommend that the House empower them to employ the services of a shorthand writer to take down such evidence as they may deem necessary.

Your Committee further recommend that they be given leave to have all the evidence taken before your Committee, as well as all their proceedings, printed from day to day, for the use of the members of your Committee, and that Rule 94 be suspended in relation thereto.

All which is respectfully submitted.

JAMES F. LISTER,  
*Chairman.*

#### SECOND REPORT.

A

TUESDAY, May 31st, 1898.

The Special Committee appointed under an Order of Reference made on the 15th day of February last, past, to inquire into the expenditure of subsidies granted in aid of the Drummond County Railway, and into all negotiations and transactions between the Government of Canada or any member or officer thereof, or any person in its behalf and the Drummond County Railway Company or any director, officer or person in the company's behalf, relating to the acquiring of the said railway by the Government, beg leave to present the following as their second and final report :

Your Committee have made the inquiry directed by the said Order of Reference; that in so doing the testimony of sixteen witnesses has been taken and a large number of documents have been received and examined. That no evidence whatever was given or offered which affected in the least degree the honour or integrity of any member of the Government in connection with the acquiring of the said railway from the said company. At the close of the evidence Mr. Haggart and Mr. Powell (the two Conservative members of the committee present at the said sitting) in answer to the chairman stated respectively as follows:—Mr. Haggart,

"We never made any charges of corruption." Mr. Powell, "Candidly, I never heard anything in the House about corruption" (see page 158 of the evidence). That as far back as 1894, Mr. Haggart, late Minister of Railways, on account of the difficulties in making connection with the Grand Trunk Railway, and trouble with the Canadian Pacific Company, thought it would be in the interest of the country, that the Intercolonial Railway should be extended into the city of Montreal. (See page 150 of the evidence).

From the evidence given and statements made by Conservative members of the committee, it is clear that there is no difference of opinion as to the wisdom of the policy of the Government in extending the Intercolonial into Montreal. The only difference between parties being the price to be paid for such extension.

The Drummond County Railway, as it exists, consists of a completed line from Ste. Rosalie to Chaudière, a distance of one hundred and fifteen and one-half miles, and the branch known as the "Nicolet Branch," extending from St. Leonard to Nicolet on Lake St. Peter, a distance of seventeen miles, making a total mileage of one hundred and thirty-two and one-half miles.

That in order to connect the Intercolonial with the city of Montreal, it was necessary that the said road should be extended from Moose Park Station to Chaudière Junction, a distance of about forty-two and one-half miles. That has been done by the owners of the road and the road now has a total mileage, including the Nicolet branch, of one hundred and thirty-two and one-half miles, as before stated, and has actually cost in its construction upwards of two million one hundred thousand dollars. (See evidence of S. Newton, p. 46.)

In the year 1894 negotiations of an informal character were begun with the then Minister of Railways with a view to the sale by the Company to the Government, of the road, the expectation of the owners being that they would receive two million five hundred thousand dollars cash, or one hundred thousand dollars a year rental; and under instructions of the said Minister a valuation of the road on the basis of its extension to Chaudière Junction was made by Mr. Schreiber, Deputy Minister of Railways, who estimated the value of the same at \$1,535,500, but it must not be overlooked that this valuation was made on the reports of others and not on the personal knowledge of Mr. Schreiber, who admitted that he had never seen the road. It should also be remembered that this valuation was based upon the assumption that the forty-two and one-half miles to be completed, would be of the same description as the then finished portion of the road, whereas in fact it is now of a standard equal to if not higher than the Intercolonial.

To your Committee it seems almost incredible that a great railway such as the Intercolonial which has cost Canada between \$40,000 and \$50,000 per mile and on the whole over \$55,000,000, should for so long a time have had its terminus at Lévis, instead of a great commercial city such as Montreal, where it would be in a position to compete upon equal terms or nearly so, with the other great railways of the Dominion, and in all probability thereby cease to be such a heavy burden upon the taxpayers of Canada, and in the opinion of your Committee no action on the part of the government could be more likely to make it self-sustaining than this extension, and it seems reasonably clear, from the evidence, that this was the opinion of the late government.

The Drummond County Railway is the most direct, cheapest and best route by which to bring the Intercolonial Railway into the city of Montreal.

The said Railway Company have received as subsidies from the Government of Canada the sum of \$287,936, all of which appears to have been expended on construction.

That portion of the new road between Moose Park Station and Chaudière is constructed up to, and in some respects superior to the standard of the Intercolonial which is admittedly a very high standard. The rails on such new portion being seventy pounds to the yard as against fifty-six and sixty-seven pounds on the Intercolonial.

Evidence has been given by Mr. Wainwright that other railways in the Province of Quebec, no better than the Drummond County Railway, have cost from \$17,000 to \$19,000 per mile. Taking the lower figure, namely, \$17,000 per mile, the Drum-

## Drummond County Railway Inquiry.

mond County Railway would cost for the construction of its one hundred and thirty-two and one-half miles the sum of \$2,252,500, a little more than it has been sworn the road actually cost.

That prior to the fifteenth day of May, 1897, the Minister of Railways appreciating the urgent necessity in the interests of the country of extending the Intercolonial to a business centre opened negotiations with the said Drummond Railway Company, with a view of acquiring control of their road for the purpose of such extension, and an agreement was entered into between the Company and Her Majesty, whereby the Company agreed to lease the said road to be completed as in said agreement specified, for a term of ninety-nine years, at a net annual rental of sixty-four thousand dollars, being four per cent on \$1,600,000, at the expiration of which time the said railway was to become the absolute property of Canada; this result would require the Company to apply a sufficient portion of its accruing rental to the creation of a sinking fund, which would ultimately amount to enough to extinguish the principal money. No doubt if the Company could have borrowed the \$1,600,000 at an equally low rate as the Government, viz., a fraction over three per cent (which was the best Government rate up to that date), the annual rental would have produced more than enough to repay the \$1,600,000, but even with a straight Government guarantee of the Company's bonds, the Company could not have made their loan at so low a rate as the Government.

In consequence of the first agreement not being ratified by Parliament on the 25th day of February, 1898, a further agreement, being in the nature of a temporary lease from year to year, was entered into between the Company and Her Majesty, but containing a stipulation that the Government should have the right or option to purchase the whole property for the sum of \$1,600,000 cash.

The result of the investigation clearly shows that in the event of the purchase of the Drummond County Railway line being completed, the road will cost the country only about \$12,000 per mile,—a good deal less than its actual cost to the Company,—even if you add to the price to be paid under the existing option, the amount of subsidy received from the Federal Government, as the cost of construction, as sworn to, is over \$2,100,000.

The estimate by the Government Chief Engineer, Mr. Schreiber, made when the question of acquiring this road was under consideration by the late Minister of Railways and Canals, and confirmed and verified by his estimate to the present Minister, of the probable cost of the road completed from Ste. Rosalie to Chaudière of the character and description of that portion of the Drummond County line then constructed was \$1,535,500. The price, therefore, to be paid under the option only exceeds the cost estimated by Mr. Schreiber by \$64,500, and this sum, in all probability, would be more than absorbed if we are to judge by the experience in the construction of Government works in the past, had the Government, instead of acquiring this road, undertaken to construct another of the same description and character. Moreover, it is to be observed that the road, as now finished by the Drummond County Railway Company, under the contract with the present Government, is of its last 43 miles, a very much better road than the other part of the road,—heavier rails—improved standard,—and must have cost more than enough to make up the difference between the estimated and the option price.

Information as to the present workings of the new road since the 1st of March have only been forthcoming for one month. These show that the earnings for that month are encouraging, and it is fair to assume that as the Intercolonial Railway extension to Montreal becomes established and business arrangements in connection therewith are completed there will be a material and satisfactory increase in the earnings attributable to such extension.

It appears to your Committee that the arrangement between the Government and the Company is so manifestly in the public interest that such legislation as may be necessary to sanction the same should be passed at an early date.

J. F. LISTER,  
*Chairman.*



# Drummond County Railway Inquiry.

## SPECIAL COMMITTEE

RE

## DRUMMOND COUNTY RAILWAY.

---

### MINUTES OF PROCEEDINGS.

SATURDAY, March 5th, 1898.

The Committee met at 11 o'clock, a.m.

PRESENT :

*Messrs.* Lister,  
Carroll,  
McIsaac,  
Morrison,

*Messrs.* Haggart,  
Borden (Halifax), and  
Powell.—7.

The Committee having been called to order, it was

Moved by Mr. McIsaac, that Mr. Lister be chosen as chairman of the Committee.  
Motion agreed to.

Mr. Lister, having taken the chair, read the Order of Reference.

Mr. Morrison moved that leave of the House be obtained for the Committee to employ the services of a shorthand writer to take such evidence as they may deem necessary. Motion agreed to.

Moved by Mr. McIsaac, that leave of the House be obtained to have the evidence taken before the Committee, and all its proceedings, printed from day to day, for the use of the members of the Committee. Motion agreed to.

On motion of Mr. Morrison it was

*Resolved*, That the Deputy Minister of Finance, and the Deputy Minister of Railways and Canals, be summoned to attend before the Committee at its next meeting, and to bring with them and produce before the Committee, all books, papers, vouchers and documents in, or under the control of, their respective departments, in any way relating to the matters under inquiry by the Committee.

The Committee then adjourned until Tuesday next at 11 o'clock, a.m.

*Attest,*

WALTER TODD,

*Clerk of the Committee.*

TUESDAY, 8th March, 1898.

The Committee met at 11 o'clock, a.m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs.* Borden (Halifax),  
Carroll,  
Haggart,

*Messrs.* McIsaac,  
Morrison,  
Powell.—7.

The minutes of the last meeting were read and confirmed.

The Honourable A. G. Blair, Minister of Railways and Canals, asked permission to appear before the Committee at its next meeting and make a statement under oath, and the question being put by the Chairman it was

*Resolved*, That the Honourable A. G. Blair be heard before the Committee at its next meeting.

The Chairman informed the Committee that leave of the House had been obtained to employ the services of a shorthand writer, and to have the proceedings of the Committee and such evidence as may be taken, printed from day to day for the use of members of the Committee.

Mr. McIsaac moved that Mr. A. J. Magurn be appointed as the shorthand writer for the Committee. Carried.

Mr. Carroll moved that a summons, *duces tecum*, be issued to J. N. Greenshields, Esquire, President of the Drummond County Railway Company, to attend at the next meeting of the Committee, and to produce, and leave with the clerk of the Committee, all the books and other papers of the Drummond County Railway Company, and all vouchers for money paid by the Company, and all other books and papers relating to the matters under investigation by this Committee. Motion agreed to.

Mr. Morrison moved that a summons, *duces tecum*, be issued to Mr. H. T. Machin, Assistant Treasurer of the province of Quebec, to appear at the next meeting of the Committee and to bring with him and leave in the custody of the clerk of the Committee, a statement showing the amount of subsidies voted and paid in aid of the Drummond County Railway by the province of Quebec, and also all books, papers, vouchers, &c., under his control which in any way relate to the matters under investigation by the Committee. Motion agreed to.

Mr. Collingwood Schreiber, Deputy Minister of Railways and Canals, was sworn and examined.

## Drummond County Railway Inquiry.

He produced a statement dated July 7th, 1894, showing the mileage and estimated cost of the Drummond County Railway from Ste. Rosalie to Chaudière, which was filed and marked as Exhibit No. 1.

Mr. Schreiber's examination was discontinued *pro tem*.

Mr. J. M. Courtney, Deputy Minister of Finance, was sworn and examined.

He produced 11 cheques for amounts of subsidies paid by Dominion Government in aid of the Drummond County Railway, which were filed and marked as Exhibits 2 to 12, both inclusive, also a statement of the foregoing cheques which was filed and marked as Exhibit No. 13.

The Committee then adjourned until Tuesday next, 15th March, at 11 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*



TUESDAY, 15th March, 1898.

The Committee met at 11 o'clock a. m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. McIsaac,  
Morrison,  
Powell.—7.*

The minutes of the last meeting were read and confirmed.

A letter from *Mr. H. T. Machin, Assistant Provincial Treasurer of Quebec*, explaining his inability to attend before the Committee in obedience to the summons sent him, and inclosing a statement of the subsidies voted by the Provincial Legislature in aid of the Drummond County Railway, was read.

*Messrs. A. J. Magurn, George Simpson, and R. J. Hartley* were sworn as stenographers to the Committee.

*Hon. A. G. Blair, Minister of Railways and Canals*, was sworn and made a statement in regard to the negotiations that took place between himself and *Mr. Green-shields* as to the acquisition of the Drummond County Railway by the Government; and with the Grand Trunk Railway Co. in regard to the use of their approaches into, and terminals at, Montreal, &c.

He submitted certain papers which were filed and marked as follows:—

Exhibit No. 14. Private memo. dated 18th Feby., 1897, submitting a proposition from Grand Trunk Railway Co. as to terms on which the Government could have the use of their railway from St. Hyacinthe, the Victoria Bridge and terminals at Point St. Charles and Bonaventure Station.

Exhibit No. 15. Estimate of *Mr. Schreiber* of amount to be paid to Grand Trunk Railway Co. for use of terminals at Point St. Charles and Bonaventure Station.

Exhibit No. 16. Estimate of *Mr. Schreiber* of amount of rental to be paid for use of Victoria Bridge.

Exhibit No. 17. Copy of lease of Drummond County Railway from Ste. Rosalie to Moose Park and from Moose Park to Chaudière, to the Government

Exhibit No. 18. Second estimate of *Mr. Schreiber* (dated 11th March, 1897) as to mileage and cost of Drummond County Railway from Ste. Rosalie to Chaudière, including the Nicolet Branch.

Exhibit No. 19. Reports on Drummond County Railway, 1897.

*Mr. Blair* was then examined and discharged from further attendance.

The examination of *Mr. Collingwood Schreiber* was resumed and after being continued for some time was again postponed until the next meeting of the Committee.

## Drummond County Railway Inquiry.

Mr. J. N. Greenshields, President of the Drummond County Railway Company, was sworn and made a statement in regard to his dealings with Mr. Tarte in connection with the purchase of *La Patrie* newspaper by Mr. Tarte's sons, and also a statement in regard to his negotiations with the Honourable Mr. Blair in connection with the proposed acquisition of the Drummond County Railway by the Government of Canada.

Mr. Greenshields's examination was postponed till the next meeting of the Committee.

*Ordered*, That Mr. Courtney, Deputy Minister of Finance, and Mr. Samuel Newton, Secretary of the Drummond County Railway Company, Drummondville, P.Q., be summoned to appear and give evidence at the next meeting of the Committee.

Moved by Mr. McIsaac, that the Clerk of this Committee communicate forthwith with the Clerk of the Senate Committee *re* Drummond County Railway, requesting that any evidence or information in possession of that Committee, be transmitted to the Chairman of this Committee, with the view of calling any person or persons able to give information, for the purpose of being examined before this Committee, which was agreed to.

The Committee then adjourned until Friday next, 15th instant, at 11 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

FRIDAY, 18th March, 1898.

The Committee met at 11 o'clock a.m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. McIsaac,  
Morrison,  
Powell.—7.*

The minutes of the last meeting were read and confirmed.

Mr. J. N. Greenshields was examined and cross-examined.

He produced a copy of an agreement between the shareholders of the Drummond County Railway Company and Mr. William Farwell, of Sherbrooke, P.Q., by which the latter was given a thirty days' option for the purchase of the railway, which was filed and marked as Exhibit No. 20.

Mr. Greenshields was then discharged from further attendance.

Mr. Samuel Newton, Secretary of the Drummond County Railway Company, was sworn and examined in part.

At 1 o'clock p.m. the examination of Mr. Newton was discontinued till the next meeting of the Committee.

*Ordered,* That the following persons be summoned to give evidence at the next meeting of the Committee, viz.: Mr. William Wainwright, General Assistant Grand Trunk Railway, Montreal; Mr. P. S. Archibald, Moncton, N.B., and Mr. Henry A. F. MacLeod, C.E., Ottawa.

The Committee then adjourned until Tuesday next, 22nd instant, at 11 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

TUESDAY, 22nd March, 1898.

The meeting called for this day was cancelled by the Chairman with the consent of the other members of the Committee.

FRIDAY, 25th March, 1898.

The Committee met at 11 o'clock a. m.

PRESENT.

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. McIsaac,  
Morrison,  
Powell.—7.*

The minutes of the last meeting were read and confirmed.

The Chairman read a telegram from Mr. Samuel Newton and a letter from Mr. William Farwell, severally expressing their regret at their inability to be present.

Moved by Mr. Morrison that the Chairman of this Committee request Rufus Pope, Esquire, a member of the House of Commons, to appear before this Committee at its next meeting to give evidence *re* Drummond County Railway. Motion agreed to.

Mr. William Wainwright, General Assistant, Grand Trunk Railway Company, was sworn and examined. He produced:—

Exhibit No. 21.—Plan showing area of station grounds, trackage, &c., from Bonaventure Station, Montreal, to St. Lambert Station.

Exhibit No. 22.—Plan showing area of station grounds, &c., from St. Hubert Station to Ste. Rosalie Station.

Exhibit No. 23.—Copy of an agreement of the 17th July, 1879, between the Government of Canada and the Grand Trunk Railway Company for the purchase by the former of that part of the company's line which lies between Rivière du Loup and Lévis.

Mr. Wainwright's examination was then discontinued until the next meeting of the Committee.

Mr. P. S. Archibald, of Moncton, N.B., was sworn and examined in part, his examination to be continued at the next meeting of the Committee.

The examination of Mr. Collingwood Schreiber was then resumed. He submitted the following, which were filed and marked as exhibits:—

Exhibit No. 24.—Ten annual returns to Railway Department on Drummond County Railway from 1888 to 1897.

Exhibit No. 25.—Report of Mr. H. A. F. MacLeod, C.E., of 18th January, 1898, being an estimate of work required to be done on the Drummond County Railway between Moose Park and Chaudière, so as to bring it up to standard of Intercolonial Railway.

Exhibit No. 26.—Six subsidy agreements between the Government and the Drummond County Railway Company for years 1887, 1889, 1890, 1891, 1894 and 1897.

Exhibit No. 27.—Order in Council amending subsidy agreement of 1887.

*Ordered*, That the following persons be notified to be in attendance at the next meeting of the Committee:—Mr. Rufus Pope, M.P.; Mr. Schreiber; Mr. McLeod; Mr. Wainwright, and Mr. Archibald.

The Committee then adjourned until Monday next, at 11 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

MONDAY, 28th March, 1898.

The Committee met at 11 o'clock a.m.

PRESENT:

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
McIsaac,*

*Messrs. Morrison,  
Powell.—5.*

The minutes of the last meeting were read and confirmed.

A letter addressed by the Clerk of the Committee to the Clerk of the Senate, in accordance with the resolution of the 15th instant, requesting the transmission of evidence and names of witnesses, &c.; and the letter of the Clerk of the Senate Committee on the Drummond County Railway in reply thereto, were read.

The examination of Mr. Collingwood Schreiber was resumed:

The following letters and papers were filed and marked as

Exhibit No. 28.—Letter of 4th January, 1898, from Mr. Schreiber to Mr. Mitchell, General Manager, Drummond County Railway, respecting the inspecting of the railway by Mr. MacLeod.

Exhibit No. 29.—Letter of 4th January, 1898, from Mr. Schreiber to Mr. MacLeod, inclosing copy of Subsidy Agreement with Drummond County Railway Company.

Exhibit No. 30.—Reports, &c. (June 14th to October 28th, 1897), of Mr. William Kingsford, on his inspection of the Drummond County Railway.

Exhibit No. 31.—Reports, &c. (November 19th, 1897, to January 3rd, 1898), of Mr. MacLeod, on inspection of Drummond County Railway.

Exhibit No. 32.—Report (June 15th, 1897) of Mr. Ridout, on his inspection of the Drummond County Railway.

Exhibit No. 33.—Report (June 15th, 1897) of Mr. Johnston, on his inspection of the Drummond County Railway.

Exhibit No. 34.—Copy of agreement of 1st February, 1898, with Grand Trunk Railway Company, for temporary lease by the government of the Company's line from Ste. Rosalie to St. Lambert, and use of Victoria Bridge and terminals in Montreal.

Mr. Schreiber's examination was discontinued until the next meeting of the Committee.

Mr. P. S. Archibald's examination was then resumed and concluded, and he was discharged from further attendance.

*Ordered,* That the following persons be notified to be in attendance at the next meeting of the Committee, viz.: Messrs. MacLeod, Newton, Wainwright, Green-shields and Schreiber.

The Committee then adjourned until Friday next, April 1st, at 10 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

FRIDAY, 1st April, 1898.

The Committee met at 10 o'clock a.m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. McIsaac,  
Morrison,  
Powell.—7.*

The minutes of the last meeting were read and confirmed.

The examination of Mr. Samuel Newton was resumed. He produced the transfer book of the Drummond County Railway Company, which was filed and marked as Exhibit No. 35.

Mr. Newton's examination was then concluded and he was discharged from further attendance.

Mr. Henry A. F. MacLeod, C.E., of Ottawa, was sworn and examined, and discharged from further attendance.

The Committee adjourned to the call of the Chair, the inquiry then to proceed from day to day until concluded.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

THURSDAY, April 21st, 1898.

The Committee met at 11 o'clock a.m.

PRESENT:

Mr. Lister, *Chairman*.

*Messrs.* Carroll, Melsaac, Morrison.—4.

The minutes of the last meeting were read, amended by leaving out the words "inquiry then to proceed from day to day until concluded," in the last line, and confirmed as amended.

Mr. Morrison moved that in the absence of the Conservative members it is not advisable to proceed with the taking of evidence, and that the Committee do now adjourn, which was agreed to.

The Committee then adjourned to the call of the Chair.

*Attest*

WALTER TODD,  
*Clerk of the Committee.*



THURSDAY, 28th April, 1898.

The Committee met at 11 o'clock a.m.

PRESENT:

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
McIsaac,*

*Messrs. Morrison,  
Powell.—6.*

The minutes of the last meeting were read and confirmed.

The Chairman read a letter from Mr. Greenshields and a telegram from Mr. Farwell, regretting their inability to be present.

Hon. J. I. Tarte, Minister of Public Works, was, on motion of Mr. Morrison, sworn and examined; and after cross-examination by Mr. Borden, he was discharged from further attendance.

The examination of Mr. Wainwright was resumed; he submitted the following: Exhibit No. 36, Memo. containing heads of agreement and statement by the General Manager of Grand Trunk Railway to the Board in London *re* acquisition of the Drummond County Railway.

Exhibit No. 37, Copies of agreements (with Grand Trunk Railway Company) in connection with the Montreal extension of the Intercolonial Railway.

Mr. Wainwright was then discharged.

The Committee adjourned until Friday, 6th May, at 10 o'clock.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

FRIDAY, 6th May, 1898.

The Committee met at 10 o'clock a.m.

PRESENT:

*Mr. Lister, Chairman.*

*Messrs. Borden,  
Haggart,  
McIsaac,*

*Messrs. Morrison,  
Powell.—6.*

The minutes of the last meeting were read and confirmed.

Mr. J. N. Greenshields was re-called and further examined and discharged from further attendance.

Mr. William Farwell, of Sherbrooke, was sworn, examined and cross-examined and discharged from further attendance.

*Ordered,* That the following persons be notified to be in attendance at the next meeting of the Committee, viz.:—Messrs. Hugh Ryan, Toronto; Wm. Fitzgerald, Asst. Deputy Minister of Finance, Ottawa; Wm. Wainwright, Montreal; Collingwood Schreiber, Deputy Minister of Railways and Canals, and R. H. Pope, M.P.

The Committee then adjourned until Friday next, 13th May, at 10.30 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

FRIDAY, 13th May, 1898.

The Committee met at 10.30 o'clock, a.m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. Morrison,  
Powell.—6.*

Mr. Schreiber was recalled and further examined. He submitted a statement of traffic receipts on Drummond County Railway for March, 1898, which was filed and marked Exhibit No. 38.

Sir Charles Tupper, Bart., at his own request, was sworn, and made a statement in regard to a letter purporting to have been written by him to Mr. Rufus Pope, M.P., respecting the purchase of the Drummond County Railway by the late Government.

Mr. Rufus Pope, M.P., was sworn and examined, and discharged from further attendance.

Mr. Hugh Ryan, Contractor, Toronto, was sworn, examined and discharged from further attendance.

Mr. William Wainwright was recalled and further examined. He submitted a letter from the auditor of the Grand Trunk Railway Co., showing amounts of Intercolonial Railway proportion of traffic interchanged with the Grand Trunk Railway during the year 1897, which was filed and marked as Exhibit No. 39.

Mr. William Fitzgerald, Assistant Deputy Minister of Finance, was sworn and submitted a statement showing the capitalized value of an annuity of \$64,000 for 99 years, with interest at  $2\frac{7}{8}$  per cent.

Hon. J. G. Haggart, M.P., was sworn and made a statement as to his connection, as the then Minister of Railways, with a proposition made in 1894 to sell the Drummond County Railway to the Government.

The Committee then adjourned until Wednesday 18th instant, at 10.30 o'clock a.m.

Attest.

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

WEDNESDAY, 18th May, 1898.

The Committee met at 10.30 o'clock a.m.

PRESENT:

*Mr. Lister, Chairman.*

*Messrs. Morrison, McIsaac, Powell.—4.*

Mr. Schrieber was recalled and further examined, he produced a letter from Mr. Pottinger to the effect that no charges on materials for construction were included in statement of Drummond County Railway earnings for March last, which was filed and marked as Exhibit No. 41.

Mr. Phelps Johnson, Manager Dominion Bridge Co., Montreal, was sworn and examined:—He produced a statement showing cost of superstructure of all bridges built by this company for the Drummond County Railway, marked Exhibit No. 42; and

Supplemental statement to the foregoing which was marked as Exhibit No. 43.

The Committee then adjourned until Friday, May 20th at 10.30 o'clock a.m.

*Attest,*

WALTER TODD,  
*Clerk of the Committee.*

FRIDAY, 20th May, 1898.

The Committee met at 10.30 o'clock a.m.

PRESENT:

*Mr. Lister, Chairman.*

*Messrs. Haggart, McIsaac, Powell.—4.*

A letter was read from Mr. Wainwright regretting his inability to be present, and inclosing a letter from the general car accountant of the Grand Trunk Railway respecting the number of freight cars moved in and out of Montreal with Intercolonial Railway freight, for the year 1897.

On motion of Mr. Powell it was

*Ordered*, That the Clerk do request Mr. Wainwright to furnish a statement showing: 1st. What is the proportionate user of terminal facilities at Montreal of the Intercolonial Railway as against all other roads, Grand Trunk Railway included. 2nd. What is the proportionate user of the line from Ste. Rosalie to Bonaventure Station, of the Intercolonial Railway as against all other roads, Grand Trunk Railway included.

The Chairman having asked whether there were any more witnesses to be called, and no names being handed in, he declared the evidence to be closed.

The Committee then adjourned to the call of the chair.

Attest.

WALTER TODD,  
*Clerk of the Committee.*

# Drummond County Railway Inquiry.

TUESDAY, 31st May, 1898.

The Committee met at 10.30 a.m.

PRESENT :

*Mr. Lister, Chairman.*

*Messrs. Borden (Halifax),  
Carroll,  
Haggart,*

*Messrs. McIsaac,  
Morrison,  
Powell.—7.*

The Minutes of the last meeting were read and confirmed.

Mr. McIsaac moved that the following Draft Report (marked A) be adopted as the Report of the Committee :

(For this Draft Report see SECOND REPORT of the Committee, page vii.)

Mr. Powell moved in amendment that the following Draft Report (marked B) be adopted as the Report of the Committee in lieu of the foregoing, viz. :

## B

### DRAFT REPORT OF SPECIAL COMMITTEE APPOINTED TO INQUIRE INTO CERTAIN MATTERS CONNECTED WITH THE DRUM- MOND COUNTY RAILWAY.

TUESDAY, 31st May, 1898.

The Special Committee appointed to inquire into the expenditure of the subsidies granted in aid of the Drummond County Railway, and into all negotiations and transactions between the Government of Canada or any member or officer thereof, or any person in its behalf, and the Drummond County Railway Company, or any director, officer or person in the company's behalf, relating to the acquiring of the said railway by the Government, beg leave to report that under the order of the House bearing date the fifteenth day of February, 1898, they have inquired into the matters referred to them, and in so doing they have received and examined a large number of documents and have heard the testimony of a number of witnesses.

During the giving of evidence by the Minister of Railways and Canals before the committee, it appeared desirable that the inquiry should take a somewhat wider range than the strict terms of the reference would demand, and embrace the negotiations between the Government and the Grand Trunk Railway Company relative to the extension of the Intercolonial Railway to the City of Montreal, these negotiations being incidentally and necessarily connected with the subject matter of the inquiry.

The Drummond County Railway may be considered as consisting of two portions; the first (hereafter referred to as the old portion) being ninety and one-half

miles in length, and comprising the main line from Ste. Rosalie to Moose Park, and the branch from Drummondville to Nicolet; the other portion (hereafter referred to as the new part) being forty-three and one-quarter miles in length, and extending from Moose Park to the junction with the Grand Trunk Railway at Chaudière.

The following subsidies have been received by the Drummond County Railway Company in aid of the construction of the old portion up to the thirtieth day of June, 1897:—

(a.) From the Dominion of Canada.....	\$287,936 00
(b.) From the Province of Quebec.....	347,420 00
(c.) From Municipalities.. ..	15,000 00
	\$ 650,356 00

In aid of the construction of the new portion a subsidy of \$3,200.00 per mile for forty-two and one-half miles has been granted by the Parliament of Canada (60-61 Vic., Cap. 4), but has not yet been received by the company.

In 1893 the Drummond County Railway Company unsuccessfully endeavoured to dispose of their railway to the Grand Trunk Railway Company. On July 1, 1894, the indebtedness of the former company amounted to \$178,213.65, the greater portion of which was owing to the Eastern Townships Bank, of which Mr. William Farwell was manager; the larger part of this indebtedness bore interest at 7 per cent, and a portion at 8 per cent. At that time 82.81 miles of the old portion had been completed, the remaining 7.72 miles of the old portion were then under construction and were completed before the 1st July, 1895.

Under these circumstances and with a view of effecting a sale of the road, the shareholders of the company, on the 16th of July, 1894, gave to Mr. Farwell the following option:—

“For and in consideration of the sum of one dollar to each of us in hand paid by William Farwell, of Sherbrooke, P.Q.:—

“We, and each of us hereby give to said William Farwell, a thirty days' option in which he may pay to us the round sum of \$500,000.00 for which sum if paid within thirty days we agree to sell, transfer and deliver to him, or his assigns, the Drummond County Railway, both main line, branches, sidings, rights of way, stations, rolling stock, tools, franchises, charters, bonuses, subsidies and appurtenances whatsoever exactly as the whole property stands and is.

“We undertake to transfer to him the whole capital stock, both issued and unissued, also the whole of the bonds, both issued and unissued, after cancellation, and to deliver the property to him free from all debts, liens, mortgages and encumbrances whatsoever, and to defend him from all claims that may thereafter be preferred arising prior to the transfer.

“We declare that the right of way has been paid for and deeded to the Company on the whole line from Ste. Rosalie to Ball's Wharf and from St. Leonard as far as the track is laid towards Chaudière Junction, with the exception of certain small pieces which we undertake to pay for and cause to be deeded to the Company, the whole for and in consideration of the sum of five hundred thousand dollars.

“The whole capital stock authorized is sixty-five hundred (6500) shares of one hundred dollars each.

“The total capital stock issued and delivered by the Company is four thousand (4000) shares of one hundred dollars each.

“The total bond issue authorized is one million (\$1,000,000) dollars and the bonds issued and outstanding amount to one million dollars, which is held by the Eastern Townships Bank as security for an advance of one hundred and seventy-five thousand dollars (\$175,000) or thereabouts.

“The right of way which we will transfer is sixty-six feet over the whole road, with the exception of certain sections which are only forty feet, say in all about two miles, and also a portion of the right of way is ninety-nine feet, say from six to eight miles.

## Drummond County Railway Inquiry.

“ Witness our hands in the City of Montreal, this sixteenth day of July, A.D.  
“ 1894.

“(Signed)	Shares.
“ C. Church.....	601
“ G. H. Church, per C. C.....	100
“ J. E. Church, per C. C.....	100
“ William Mitchell.....	800
“ James Mitchell.....	92
“ David Mitchell.....	92
“ Thomas D. Fee.....	800
“ J. N. Greenshields.....	500
“ Samuel Newton.....	93
“ W. Watts.....	322
“ William Farwell.....	500
	4,000

“ Witness :  
J. G. GLEN.

“ I hereby assign and transfer all my rights to above option of purchase of  
“ Drummond County Railway, &c., to Hugh Ryan, Contractor, Toronto, Ont.

“(Signed). WM. FARWELL.

“ Witness :  
“ WILLIAM MITCHELL.”

This option was either extended from time to time, or there was an understanding that it might be acted upon at any time, until the end of the year 1894 ; but as it did not result in the sale of the road a second option in similar terms was subsequently given by the shareholders to Mr. Farwell at the price of \$400,000.

Options were also given to other persons by the company, but without any result.

The object of granting the first mentioned option was to induce Mr. Hugh Ryan, a contractor, to undertake the task of completing the road and afterwards selling it on the best terms possible. From the amount which he would receive there was to be deducted, in the first place, the amount of the option, \$500,000, then the cost incurred by Mr. Ryan in completing the road, and the balance, if any, was to be divided, according to Mr. Farwell, between him and his associates, who were to receive one-third thereof, and Mr. Ryan, who was to receive two-thirds thereof, Mr. Ryan, however, does not remember this feature, but says that he was offered the road for \$500,000.

In consequence of the unsatisfactory service afforded by the Grand Trunk Railway between Lévis and Montreal, Mr. Haggart, at that time Minister of Railways and Canals, turned his attention in 1894 to the question of extending the Inter-colonial Railway to the latter city. He caused an estimate to be made of the cost of constructing such a railway as the Drummond Railway would be when completed, according to the requirements for subsidy and made inquiry as to the cost of running rights over the Grand Trunk Railway from Ste. Rosalie to Montreal and of terminal facilities at that city. At a later stage Mr. Ryan opened negotiations with Mr. Haggart for the sale of the Drummond County Railway, but the latter after making some investigation of the matter declined to recommend the purchase of the road, and no further negotiations appear to have taken place between the company and any member of the Government until the year 1897.

In 1897 the present Minister of Railways and Canals entered into negotiations with Mr. J. N. Greenshields, the President of the Drummond County Railway Company, for the acquisition of the road by the Government of Canada. These negotiations were principally carried on between Mr. Greenshields and Honourable Mr.



Blair, but Mr. Greenshields and his associate, Mr. Mitchell, had interviews also upon the subject with the Honourable Mr. Tarte, Minister of Public Works.

Mr. Greenshields had been for many years a very active Liberal worker and organizer, and was one of the legal advisers of the Liberal party in Montreal. He was also the legal adviser of the Hon. Mr. Tarte. During the progress of the negotiations which resulted in the agreement of May, 1897, between the Drummond County Railway Company and the Government, Hon. Mr. Tarte purchased for his sons (that is for a company the stock of which except a very few shares is owned by his sons) *La Patrie* newspaper published in Montreal. Mr. Greenshields acted as solicitor for the Hon. Mr. Tarte and his sons, or for the Liberal party, in connection with the purchase, and gave his own cheque for \$20,000 for a portion of the purchase money. The evidence is that this cheque was covered to the extent of \$5,000 on the same day by a cash payment from Hon. Mr. Tarte to Mr. Greenshields, and on the following day by a further payment by Mr. Tarte or his sons to Mr. Greenshields of \$5,000 in cash and \$10,000 in a cheque or cheques. The price to be paid for the newspaper was \$30,000. The balance of \$10,000 was not then paid, but was secured to the vendor by promissory notes made by Mr. Tarte's sons and endorsed by Mr. Tarte and Mr. Greenshields. These notes were subsequently paid by Mr. Tarte or his sons.

The moneys which paid for the purchase of this newspaper were according to the evidence of Mr. Tarte, contributed by his political friends whose names he declined to give; but he says that no person connected with the Drummond County Railway paid any portion of it.

The result of the negotiations between Mr. Greenshields and the Government is embodied in the agreement submitted to Parliament in the Session of 1897. These negotiations were carried on, and the agreement entered into, before any actual examination of the road with a view to purchase was made on behalf of the Government. Mr. Schreiber's previous report was as to the cost of constructing such a road when completed for subsidy purposes. He never saw the road and his report had no reference to the road as it then was.

The terms of purchase contained in the agreement of 1897 were briefly as follows:—

The company undertook to extend its line from Moose Park to the western side of the Chaudière River, and to construct such extension to the satisfaction of the government engineer, with a maximum grade of 52.80 feet to the mile, and also to reduce the grades on the old portion of the road, namely, at Carmel Hill and St. Francis River, to a maximum grade of 52.80 feet to the mile. The company also covenanted to pay off all existing encumbrances. Her Majesty agreed to pay to the company the yearly sum of \$70,000, in half-yearly instalments of \$35,000, for a period of ninety-nine years, and at the expiration of that period the road was to become the property of the government. Of this yearly sum of \$70,000, \$6,000 represented the yearly rental paid by the Drummond County Railway Company to the Grand Trunk Railway Company for the use of the latter company's road from Chaudière to Lévis, and the balance of \$64,000 per year for ninety-nine years represented the purchase price of the Drummond County Railway.

The rolling stock worth from \$60,000 to \$70,000 and the railway supplies and equipment were not covered by this payment, but were to be paid for by the government at a valuation to be agreed upon between the company and the minister.

An annual rental of \$64,000 for a period of ninety-nine years, on the basis of semi-annual payments, is equivalent to a present cash payment of \$2,094,192, if capitalized at the rate of  $2\frac{7}{8}$  per cent, the rate of interest which the Dominion pays for the money raised by its latest loan.

Mr. Schreiber's estimate of the cost of the road if built fully up to the plans and specifications of the subsidy agreement is the sum of \$1,535,000. Assuming that the road was built up to that standard, it must be remembered that \$650,356 of this amount was received in subsidies, and that the balance of \$884,644 represents all the money which the company put into the road. The price of \$2,094,192 which would have been realized by the Company under the agreement of 1897 would have given to the Company on this basis a profit of \$1,209,548.

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The above agreement was subject to confirmation by Act of Parliament. Such confirmation was refused, and on the 25th day of February, 1898, a further agreement was entered into between the Government and the Company which contained the following important modifications of the agreement of 1897:—

(a) That it should be optional with Her Majesty to purchase the entire line (not including rolling stock) absolutely and free from all encumbrances, for the sum of \$1,600,000, from which sum was to be deducted all amounts paid, or entitled to be paid, under the Subsidy Act, 60-61 Victoria, Chapter 4, and all amounts remaining unexpended or unpaid by the Company in improving the railway as in the agreement provided.

(b) That the Company should immediately expend not less than \$100,000 upon such portions of the railway, and in such manner as should be indicated by the Minister, and in default thereof that the Minister might so expend that sum, or any portion thereof, and deduct the amount from the purchase price.

Of this sum of \$100,000 it appears from the evidence of Mr. William McLeod, the Government Engineer in charge, that the sum of \$65,795 at least, is in addition to any expenditure required to be made by the Company under the agreement of 1897.

These modifications which have been effected in consequence of the refusal of Parliament to confirm the agreement of 1897, partially illustrate the improvidence of that agreement.

As above explained the present value of the annuity or rental for 99 years, provided for by the agreement of 1897, is the sum of.....	\$ 2,094,192 00
Under the agreement of 1898 the Government has the right of purchase for the sum of.....	\$ 1,600,000 00
From the latter sum is to be deducted, as above mentioned, the additional expenditure on the Drummond County Railway provided for by the agreement of 1898, and which is estimated by Mr. Wm. McLeod at the sum of.....	\$ 65,795 00
	\$1,534,205 00
Leaving a difference of.....	\$ 559,987 00

Upon the basis of Mr. Schreiber's estimate already referred to, the Company having expended of their own moneys only the sum of \$384,644 and receiving under this modified agreement the net price of \$1,500,000 in addition to the price of the rolling stock, &c., would make a net profit of between \$650,000 and \$700,000.

The sum of \$2,094,192, the present cash equivalent of the annuity to be paid for the completed road, is startling when compared with the valuation of the road on the basis of the option to Mr. Farwell in July, 1894. At that time, as has already been pointed out, all of the 90.53 miles of the old portion were completed with the exception of 7.82 miles which were then under construction. This option was for the sum of \$500,000, and included not only the road but also the rolling stock and equipment worth upwards of \$80,000. According to the sworn returns and the evidence of Mr. Newton and Mr. McLeod, the expenditures made after the expiration of this option, and those still to be made to meet the requirements of the contract of May, 1897, are less than \$685,000. The value of the road when completed in accordance with that contract would, therefore, on the basis of this option to Mr. Farwell, be less than \$1,115,000.

On the basis of the second option to Mr. Farwell the value would be \$100,000 less, or the sum of \$1,015,000 which is less than one-half of the cash purchase price under the agreement of 1897.

Still more startling is the comparison of the price under the agreement of 1897 with the value placed upon the undertaking by the shareholders immediately before the negotiations of 1897. A large proportion of the capital stock of the Company was then purchased by Mr. Greenshields at par subject to the indebtedness of the Company then existing. The total stock of the Company was \$400,000, all of which was paid up stock, adding all necessary allowances for indebtedness interest, subsequent cost of construction, &c., the valuation of the completed road would on the basis of this sale be under \$1,090,000.

Mr. Greenshields's actual purchase of \$137,600 of the stock at par was not made until after the agreement of 1897 had been entered into. Previously to that he had secured options upon this stock but these were not exercised until after the Government had agreed to purchase.

At a previous date, or before the present Government came into power, Mr. Greenshields had acquired \$80,000 worth of stock for the sum of \$24,000, and \$50,000 worth of stock for which he gave no consideration beyond his professional assistance and his advice and influence as a financier, in furthering the interests of the Company. Thus, for \$130,000 worth of stock, or nearly one-third of the Company's stock, Mr. Greenshields gave no money consideration beyond the sum of \$24,000. Upon the basis of the agreement of 1897, Mr. Greenshields would have received from this investment of \$24,000 a net profit of more than \$400,000. Even upon the basis of the agreement of 1898 his net profit on this investment of \$24,000 would be \$240,000.

Assuming that the persons who now hold the stock of the Company either paid it in full in the first instance, or acquired it at par, the cash equivalent of the annuity under the Agreement of 1897 would afford a profit of not less than \$1,000,000.

The best test of the value of the road is its earning power.

Its average net earnings for the three years ending the 30th of June, 1897, which are the largest annual earnings of the road were \$33,124.28. This would represent at 6 per cent a valuation of \$552,071.33. The amounts expended in the maintenance of the line and buildings, and in the general operating expenses of the railway, have been abnormally small. Were they up to the average per mile of any of the many well maintained railroads of the Dominion, there would have been a large annual deficit in the working of the line, even if the "working and repairs of engines" and "working and repairs of cars," which vary according to traffic, were maintained at the present small amounts. The chief source of revenue for the railroad has been the lumber traffic, which has been increasing, and until the forests are cut away will afford a good source of income. Outside of this the freight traffic and the passenger traffic as well have for the last six years been substantially stationary, according to the evidence of Mr. Newton and the sworn returns made to the Department of Railways.

A fairly good idea of the insignificance of the passenger traffic may be got from the fact that for the ninety and a-half miles of railway, which have been in operation during the last three or four years, one first class car and one second class car have been found ample.

This small carrying power and the discouraging prospects for the future perhaps account for the fact that Mr. Greenshields got one-fifth of the total stock of the Company for \$24,000, and one-eighth of the total stock of the Company for his professional assistance and his advice and influence as a financier.

Considerable evidence has been given respecting the amount required to construct the road. This evidence was chiefly in form of estimates made by Mr. Schreiber and others, and summaries of the construction account of the Company. Mr. Schreiber's estimate as has been stated is not of the road as constructed, but as it should be constructed and is \$558,692 less than the present cash value of the payments to be made for it under the agreement of 1897, but even this estimate, which was made without any personal inspection of the road, your Committee regard as excessive. The other estimates were mere conjectures and so widely divergent and so contradictory in results that they are of little value. No details of the construct-

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ion account previous to 1890 were submitted. In fact the officers of the Company in their return made under oath to the Department of Railways, state that they cannot give details of construction. Up to 1890 the construction was carried on without any contract with the Company, by Messrs. Church, Mitchell & Fee, the real owners of the road. The returns made by the Company to the Department of Railways in connection with evidence of Mr. Newton and others, show conclusively that these summaries, whatever purpose they were intended to serve, are no reliable guide, to say the least, in solving the question of cost. While your Committee are not enabled to state exactly the cost of the road, they feel satisfied that the estimates as to such cost submitted to the Committee are excessive.

Evidence was also given before the Committee respecting the agreement between the Government and the Grand Trunk Railway Company for running powers over thirty-five miles of the Company's road between Ste. Rosalie and Montreal and over the Victoria Bridge, and for terminal facilities at Montreal. The original agreement bears date the 15th day of May, 1897, and was made subject to confirmation thereof by Parliament and by the shareholders of the Company. Parliament failed to confirm the agreement, and new agreements were entered into on the first day of February, 1898, between the Company and Her Majesty.

By the thirty-fifth clause of the original agreement the Government agreed to pay five per cent upon one-half of the actual cost to the Company of the construction of double tracks between Ste. Rosalie and St. Lambert, for the making of more extensive yard improvements at Point St. Charles, or intermediate points between that point and Bonaventure Station, and for the laying of additional tracks between such points, in case the Government should determine to use any of such works or improvements. By the thirty-fifth clause of the agreement of 1898 the Government pay interest at the rate of four per cent only; and not upon one-half of such improvements, but only upon the proportion which the combined engine and car mileage of the Intercolonial Railway for the preceding year over such portion of the Company's lines upon which such improvements have been made bears to the total combined engine and car mileage upon such portion. In addition to this Her Majesty has the option of paying in cash the share or proportion of the cost so ascertained.

Having regard to the probability of such improvements, and to the probable necessity of user thereof by the Intercolonial Railway and to the present low rate of interest, the importance of this modification will be readily recognized, as the combined engine and car mileage of the Intercolonial Railway would be only a very small proportion of that of the Grand Trunk Railway.

Another very important modification effected by the agreement of 1898, is that with respect to all traffic originating throughout the Company's system of connections west of Montreal, and offered for shipment to any point on the Intercolonial Railway or reached by its connections, Montreal shall be the junction point, and the Company undertakes to route all traffic destined to points on the Intercolonial Railway and its connections, via Montreal and the Intercolonial Railway. In other words, by the terms of the agreement of 1898 the Government has the right to have all such traffic from the west handed to the Intercolonial Railway by the Grand Trunk Railway at Montreal, instead of being conveyed by the Grand Trunk Railway to Lévis.

Under both agreements with the Grand Trunk Railway Company, the Government agreed to pay to the Company an annual rental of \$140,000 for the rights granted to the Government by the agreements, of which sum \$62,500 represents the annual rental for the use of the terminal facilities at Montreal, \$40,000 represents the annual rental for the use of the Victoria Bridge, and \$37,500 represents the annual rental for an undivided half interest in the line from Ste. Rosalie to the Victoria Bridge.

Evidence was given by Mr. Schreiber as to the rental received by the Government from the Dominion Atlantic Railway Company for a lease of thirty-four miles of the Intercolonial Railway from Windsor to Windsor Junction, and for running powers over fourteen miles of the Intercolonial Railway from Windsor Junction to

Halifax, and for the terminal facilities at Halifax. The Intercolonial Railway bears the cost of maintenance and receives one-third of the company's gross earnings over this line. The average net rental received by the Intercolonial Railway during the past eight years for the forty-six miles of road and for the use of the terminal facilities at Halifax which are very extensive, is the sum of \$16,682.50. The Dominion Atlantic Railway has a very heavy freight traffic into Halifax over this portion of the Intercolonial Railway. It runs six passenger trains daily over the Intercolonial Railway between Windsor and Halifax, while the Intercolonial runs only four passenger trains daily over the Grand Trunk Railway between St. Hyacinthe and Montreal.

Your Committee endeavoured to obtain such information as would enable an estimate to be made of a reasonable rental for the rights granted by the Grand Trunk Railway Company to Her Majesty under the Agreement of 1897, if calculated upon an ordinary wheelage basis, but were unable to procure sufficient wheelage statistics.

Mr. Schreiber's report as to the proposed rental seems of little value, as under his instructions he estimated the rental on the basis of equal user by the Grand Trunk Railway and by the Intercolonial Railway of such portions of the terminal facilities as would be required by the Intercolonial Railway; while the user by the Grand Trunk Railway of such portion is many times greater than the user of the Intercolonial Railway.

The published time tables show a daily use of the terminal facilities by one hundred passenger trains of the Grand Trunk Railway and by four passenger trains of the Intercolonial Railway.

The total number of cars of each railway in and out of the yard at Point St. Charles during the past two months (March and April) is as follows:—

	Grand Trunk Railway.	Intercolonial Railway.
March .....	53,940	2,171
April.....	45,167	2,210
	99,107	4,381
Total ....		

The total number of passenger trains of each railway crossing the Victoria bridge daily is as follows:

Grand Trunk Railway.....	46
Intercolonial Railway.....	4

The total number of freight cars of each railway passing over the Victoria bridge and the railway from Victoria bridge to Ste. Rosalie is as follows:—

	Grand Trunk Railway.	Intercolonial Railway.
March.....	17,084	2,388
April.....	10,491	2,867

Your Committee are satisfied that the rental payable to the Grand Trunk Railway Company under the agreement of 1897 and 1898 is exorbitant; that the rental as well as the payments for betterments and maintenance should all be fixed on the basis of user; and that the payments provided for in those agreements are enormously in excess of what they would be if calculated upon such a basis.

All of which is respectfully submitted.

And the question being put on the proposed amendment it was passed in the negative.

And the question being put on the main question it was agreed to on division.

*Resolved*, that the said Draft Report (marked A) be the report of the Committee, and that the same be presented to the House with the minutes of proceedings and evidence attached thereto.

(Attest)      WALTER TODD,  
Clerk of the Committee.

# Drummond County Railway Inquiry.

## WITNESSES.

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Fitzgerald, Wm. ....	149
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# Drummond County Railway Inquiry.

## DRUMMOND COUNTY RAILWAY INQUIRY.

### SYNOPSIS OF EXHIBITS.

Exhibit Number.	Date.	Subject.
1	July 7, 1894.....	Mr. Schreiber's first estimate of mileage and cost of construction of Drummond County Railway from Ste. Rosalie to Chaudière Junction. (Printed on page 3 of the evidence.)
2	Feb. 22, 1888.....	Subsidy cheque for \$15,057 on Bank of Montreal, Ottawa, made payable to "The Drummond County Railway Co." and endorsed by Wm. Mitchell, General Manager, and came through Eastern Townships Bank, Richmond. (See page 6 of the evidence.)
3	Jan. 11, 1889.....	Subsidy cheque for \$13,815 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co." and endorsed by Wm. Mitchell, General Manager, and came through La Banque Jacques Cartier, Drummondville. (See page 6 of the evidence.)
4	Aug. 9, 1889.....	Subsidy cheque for \$5,500 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co." and endorsed by S. Newton, Secretary, and came through La Banque Jacques Cartier, Drummondville. (See page 6 of the evidence.)
5	April 1, 1890.....	Subsidy cheque for \$6,928 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co." and endorsed by Wm. Mitchell, Treasurer, and C. Church, President, and came through Dominion Bridge Co. (See page 6 of the evidence.)
6	Aug. 27, 1890.....	Subsidy cheque for \$53,200 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed by C. Church, President, and came through Eastern Townships Bank, Sherbrooke. (See page 6 of the evidence.)
7	Feb. 7, 1891.....	Subsidy cheque for \$11,000 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed over to Eastern Townships Bank at Richmond, by C. Church, President, and S. Newton, Secretary. (See page 6 of the evidence.)
8	do 13, 1891.....	Subsidy cheque for \$71,800 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed by C. Church, President, and S. Newton, Secretary, and came through Eastern Townships Bank, Richmond. (See page 6 of the evidence.)
9	Sept. 15, 1891.....	Subsidy cheque for \$5,105 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed by C. Church, President, and came through Eastern Townships Bank, Richmond. (See page 6 of the evidence.)
10	March 14, 1893.....	Subsidy cheque for \$13,435 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed by C. Church, President, and S. Newton, Secretary, and came through Eastern Townships Bank, Sherbrooke. (See page 6 of the evidence.)
11	Feb. 4, 1895.....	Subsidy cheque for \$4,160 on Bank of Montreal, Ottawa, payable to "The Drummond County Railway Co.," endorsed by S. Newton, Secretary, and Wm. Mitchell, General Manager, to Wm. Farwell, Manager Eastern Townships Bank, Sherbrooke. (See page 7 of the evidence.)
12	Aug. 16, 1895.....	Subsidy cheque for \$87,936 on Bank of Montreal, Ottawa, payable to the Eastern Townships Bank, Sherbrooke, attorney for the Drummond County Railway Co. and endorsed Eastern Townships Bank, Sherbrooke, attorney for Drummond County Railway Co., per Sam. Morey, pro manager. (See page 7 of the evidence.)



SYNOPSIS OF EXHIBITS—*Continued.*

Exhibit Number.	Date.	Subject.
13	.....	Statement showing date, number of certificates and cheques and amount of each of the above enumerated cheques. (See page 7 of the evidence.)
14	Feb. 18, 1897.....	Private memo. from Mr. Wainwright as to terms on which the Government could have the use of Grand Trunk track from St. Hyacinthe to St. Lambert, of Victoria Bridge and of terminals at Point St. Charles and Bonaventure Station, Montreal. (Printed on page 10 of the evidence.)
15	do 10, 1897.....	Estimate of Mr. Schreiber as to amount to be paid Grand Trunk Railway Co. for use of terminals at Point St. Charles and Bonaventure Station, Montreal. (Printed on page 11 of the evidence.)
16	do 10, 1897.....	Estimate of Mr. Schreiber as to the amount to be paid to Grand Trunk Railway Co. for the use of Victoria Bridge. (Printed on page 13 of the evidence.)
17	do 25, 1898.....	Order in Council (copy) authorizing Minister of Railways to enter into an agreement with the Drummond County Railway Co. for the temporary leasing from the said company of its line of railway from Ste. Rosalie to Chaudière; also copy of agreement annexed, leasing foregoing line to Her Majesty from 1st March, 1898, to 30th June, 1898, inclusive, at the rate of \$70,000 per annum. (Printed, in part, on page 19 of the evidence.)
18	March 11, 1897..	Second estimate of Mr. Schreiber of mileage and of cost of construction of Drummond County Railway from Ste. Rosalie to Chaudière including Nicolet Branch. (Printed on page 21 of the evidence.)
19	.....	Reports on Drummond County Railway, "1897" (Blue Book.)
20	July 16, 1894.....	Agreement (copy) entered into between the shareholders of the Drummond County Railway Co. and Wm. Farwell giving the latter a thirty days' option in which he may pay the former \$500,000 for main line and branches of the said railway. (Printed on page 31 of the evidence.)
21	.....	Plan showing area of station grounds, trackage, &c., from Bonaventure Station, Montreal, to St. Lambert Station, Grand Trunk Railway. (Referred to on page 49 of the evidence.)
22	.....	Plan showing area of station grounds, trackage, &c., from St. Hubert Station to Ste. Rosalie Station, Grand Trunk Railway Co. (Referred to on page 49 of the evidence.)
23	July 17, 1879.....	Agreement (copy) between Her Majesty and the Grand Trunk Railway Co. for the purchase by the former of that part of the company's line which lies between Rivière du Loup and Lévis. (Referred to on page 55 of the evidence.)
24	.....	Annual Returns (10) to the Department of Railways on Drummond County Railway from 1888-1897. (See page 65 of the evidence.)
25	Jan. 18, 1898.....	Report of H. A. F. MacLeod, C.E., being an estimate of work to be done on the Drummond County Railway between Moose Park and Chaudière so as to bring the road up to the standard of the Intercolonial Railway. (Referred to on page 67 of the evidence.)
26	Dec. 13, 1897.....	Subsidy agreements (6) between Her Majesty and the Drummond County Railway Co. for years 1887, 1889, 1890, 1891, 1894 and 1897. (Referred to on page 67 of the evidence.)
27	May 8, 1888.....	Order in Council (certified copy) amending subsidy agreement of 1887 by authorizing change in gradient from 63 feet per mile to 80 feet per mile for a distance of 1,700 feet from south end St. Francis River Bridge to a point in the village of Drummondville. (Referred to on page 68 of the evidence.)
28	Jan. 4, 1898.....	Letter (copy) from Deputy Minister of Railways to Wm. Mitchell, General Manager D. C. Ry. Co., informing latter that H. A. F. MacLeod, C.E. has been instructed to inspect the Drummond County Railway for subsidy purposes. (Referred to on page 69 of the evidence.)

# Drummond County Railway Inquiry.

## SYNOPSIS OF EXHIBITS—*Concluded.*

Exhibit Number.	Date.	Subject.
29	Jan. 4, 1898. ....	Letter (copy) from Deputy Minister of Railways to H. A. F. MacLeod, C.E., inclosing copy of subsidy agreement with Drummond County Railway Co. for their line from Moose Park to Chaudière River. (Referred to on page 69 of the evidence.)
30	June 14 to Oct. 28, 1897.	Reports of W. Kingsford, C.E., on his inspection of track, masonry, superstructure, trestle work, &c., Drummond County Railway. (Referred to on page 81 of the evidence.)
31	Nov. 17, 1897, to Jan. 3, 1898.	Reports of H. A. F. MacLeod, C.E., on his inspection of Drummond County Railway. (Referred to on page 81 of the evidence.)
32	June 15, 1897. ....	Report of Thos. Ridout, C.E., on his inspection of the Drummond County Railway. (Referred to on page 81 of the evidence.)
33	do 14, 1897.	Report of E. V. Johnston on his inspection of Drummond County Railway for a distance of about 70 miles from Ste. Rosalie. (Referred to on page 81 of the evidence.)
34	Feb. 1, 1898. ....	Agreement (copy) entered into with the Grand Trunk Railway Co. for the temporary lease by the Government of the company's line from Ste. Rosalie to St. Lambert and use of Victoria Bridge and terminals in Montreal from 1st March to 30th June, 1898, at the rate of \$140,000 per annum. (Referred to on page 81 of the evidence.)
35	.....	Transfer book of the Drummond County Railway Co. (Referred to on page 101 of the evidence.)
36	Feb. 16, 1893. ....	Memo. containing heads of agreement and statement by the General Manager of Grand Trunk Railway Co. to the Board in London re acquisition of the Drummond County Railway. (Referred to on page 122 of the evidence.)
37	..... 1898. ....	Agreements (copies) with Grand Trunk Railway Co. in connection with the Montreal extension of the Intercolonial Railway. (Referred to on page 125 of the evidence.)
38	May 11, 1898. ....	Statement of traffic receipts on Drummond County Railway for March, 1898. (Printed on page 137 of the evidence.)
39	do 11, 1898. ....	Statement showing the amounts of Intercolonial Railway proportion of traffic interchanged with the Grand Trunk Railway Co. during the year 1897. (Referred to on page 148 of the evidence.)
40	..... 1898. ....	Statement showing the capitalized value of an annuity of \$64,000 for 99 years at 2½ per cent interest. (See page 149 of the evidence.)
41	May 13, 1898. ....	Letters (copies) from D. Pottinger stating that no charges on materials for construction were included in Drummond County Railway earnings for March last. (Printed on page 154 of the evidence.)
42	do 17, 1898. ....	Statement showing cost of superstructure of all bridges built by Dominion Bridge Co. for the Drummond County Railway Co. (Printed on page 155 of the evidence.)
43	do 17, 1898. ....	Supplemental statement to the foregoing. (Printed on page 156 of the evidence.)

# Drummond County Railway Inquiry.

## EVIDENCE.

HOUSE OF COMMONS,

TUESDAY, 8th March, 1898.

Inquiry into expenditure of subsidies granted in aid of the Drummond County Railway, and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada.

Mr. COLLINGWOOD SCHREIBER, being sworn, gave evidence as follows:—

*By the Chairman :*

Q. What is your position?—A. I am Deputy Minister and Chief Engineer of the Department of Railways and Canals.

Q. How long have you held that position?—A. Since 1892.

Q. Are you familiar with the history of the Drummond County Railway?—A. In so far as the subsidies are concerned, yes.

Q. Do you know under what Act the company was incorporated?—A. I do not remember.

Q. Was the Act a Dominion or Provincial Act?—A. I think it was a Provincial Act.

Q. Will you state to the Committee what, if any, subsidies were granted to that railway company and the year they were authorized by Act of Parliament?—A. I do not remember the Acts.

Q. Can you tell us the amounts?—A. I can tell the amounts from the blue book. They are to be found at page 19 of the report of the Department for 1897. The first was under 50-51 Vic., chap. 24, aid was granted to the Drummond County Railway Company for 13 miles of their railway from Drummondville towards Nicolet, the whole not to exceed \$96,000.

*By Mr. Powell :*

Q. Is that a resolution or actual payment?—A. It is the statutory authority. The next subsidy was in the year 1889 under 52 Vic., chap. 3, for  $4\frac{1}{2}$  miles from Drummondville to Ball's Wharf on the River St. Lawrence, to the extent of \$14,400. The next was in 1890, 53 Vic., chap. 2, when a subsidy was given for 24 miles of the railway from Drummondville to Ste. Rosalie, \$76,800. The next subsidy was in 1892, 55-56 Vic., chap. 5, for a little over 4 miles from Ball's Wharf to Ste. Rosalie Junction, the whole not exceeding \$14,720. The next was in 1894, 57-58 Vic., chap. 4, for 30 miles from St. Leonard to Chaudière Junction, \$96,000. The whole would be \$297,920. Last session there was a further vote under 60-61 Vic., chap. 4, 1897, from Moose Park to the Chaudière River for  $42\frac{3}{4}$  miles, providing that the amount of the subsidy shall be refunded to the Government in the event of the railway from Ste. Rosalie to Chaudière River being purchased or leased for a term of years. It does not say how much, but it was so much a mile, and it may be more according to cost.

Mr. SCHREIBER.

*By the Chairman :*

Q. Has that been paid?—A. Not to my knowledge.

*By Mr. Haggart :*

Q. You do not know the distance to be finished?—A.  $42\frac{1}{2}$  miles.

*By the Chairman :*

Q. What amount has actually been paid to the company?—A. \$287,936.

*By Mr. Haggart :*

Q. Is there any claim for any of those subsidies still before the department?—A. Yes, they made application for the inspection of  $42\frac{1}{2}$  miles and it was inspected, and I reported it not finished, and it has not been paid.

*By the Chairman :*

Q. Between what points?—A. Between Moose Park and Chaudière,  $42\frac{1}{2}$  miles.

*By Mr. Borden :*

Q. What is the date of your report?—A. I should say about a fortnight or three weeks ago.

*By the Chairman :*

Q. Then the total amount of the subsidies received from the Dominion Government amounted to \$287,936?—A. Yes.

Q. Have you anything in the department showing to whom that money was paid?—A. Yes; I have it here. The first payment was one of \$15,057 to C. R. Church. I will give you the other payments to Mr. Church together. They were \$13,815, \$5,500, \$6,928, \$53,200, \$11,000, \$71,800, \$2,625, \$2,480, \$13,435, and \$4,160; and then to the Eastern Townships Bank \$87,936. That is all.

Q. How was the money paid?—A. By cheque.

Q. Of your department?—A. No; from the Finance Department.

*By Mr. Haggart :*

Q. Who was Mr. Church?—A. The president of the road.

Q. I suppose the Eastern Townships Bank had a power of attorney to receive that money?—A. Yes.

Q. It is filed?—A. Yes.

*By the Chairman :*

Q. Are the vouchers in your office?—A. No; they are in the Finance Department.

Q. Where would the power of attorney be?—A. In the Finance Department also.

*By Mr. Borden :*

Q. The vouchers would show the dates of the claims?—A. Yes; they are all in the Finance Department,

*By the Chairman :*

Q. Now, before the present Government came into office, was there any negotiation at all, within your knowledge, as to the purchase by the Government of the Drummond County Railway?—A. Mr. Haggart asked me to make an estimate of the cost of the road, which I understood was in connection with that. That I made and it is in the department.

## Drummond County Railway Inquiry.

Q. How long would that be before the dissolution of the House?—A. It was in July, 1894.

Q. And that estimate is in the department, you say?—A. It is in my pocket. Here is a copy of it.

Q. Read it please.—A. This is my report :

(Exhibit No. 1).

### MONTREAL TO CHAUDIÈRE JUNCTION.

	Miles.
Grand Trunk Railway—Montreal to St. Hyacinthe.....	35½
Drummond County Railway—Ste. Rosalie to St. Leonard....	45½
St. Leonard to Chaudière station on Grand Trunk Railway....	70
	151
Total miles.....	151

### STEEPEST GRADES AND SHARPEST CURVES.

	Miles.
Steepest between Ste. Rosalie and Drummondville.....	26½
53 feet per mile; 1 degree curve.	
Between Drummondville and St. Leonard.....	19
Steepest grade, 63 feet per mile, and sharpest curve 7 degrees 10'.	
St. Leonard to Chaudière Junction.....	70
Steepest grade, 53 feet; sharpest curve 5 degrees.	

### ESTIMATED COST OF CONSTRUCTION.

Ste. Rosalie to St. Leonard, 45½ miles at \$13,000.....	\$595,000
St. Leonard to Chaudière, 70 miles at \$11,000.....	770,000
	\$1,365,000

(Sgd.) C. S.

Ottawa, 7th July, 1894.

Q. Would that estimate show the construction of the road into Montreal?—A. No; it would not. It only shows it to Ste. Rosalie.

Q. That estimate shows the cost of the road to Ste. Rosalie?—A. Yes; from Chaudière to Ste. Rosalie.

*By Mr. Carroll :*

Q. What is the distance from Ste. Rosalie to Montreal?—A. Thirty-five and a half miles, I see it is down here. I believe it is 39 miles.

*By the Chairman :*

Q. Was the road, as estimated on by you, completed?—A. No; the road was not running at the time I made that estimate to Chaudière. It was only recently built to Chaudière.

Q. Was that an estimate of the road as built at that date?—A. Yes.

Q. Then how far was it from Montreal at that time?—A. I do not know.

Q. Well, estimate it?—A. The papers will show by the subsidies paid. It seems to have been built to Drummondville at that time in 1894, and subsequently in 1895 it was extended further.

Q. This estimate is up to what point in 1894?—A. That is an approximate estimate of the cost of the road up to Chaudière, including the part not then built as well as that built.

Q. And how far was that from Montreal?—A. Thirty-five and a half miles.

*By Mr. Powell :*

Q. That was, I suppose, an estimate of the whole distance?—A. I stated that it covered the part then built and also covered the part not then built to Chaudière.

*By Mr. Carroll :*

Q. To make it clear, that estimate represents the railway from Ste. Rosalie to Chaudière Junction?—A. That is right.

*By the Chairman :*

Q. Have you a map of the road?—A. Yes, I will produce it.

Q. Then I understand from your evidence that Ste. Rosalie would be about 35 miles from Montreal?—A. Yes.

*By Mr. Carroll :*

Q. What is the distance from St. Hyacinthe to Ste. Rosalie, because I understand your estimate of 35½ miles from Montreal is to St. Hyacinthe?—A. I do not know.

*By Mr. Morrison :*

Q. It is 35 miles from Montreal to St. Hyacinthe?—A. Yes. I believe St. Hyacinthe and Ste. Rosalie are within a mile and a half of each other.

Q. I thought they were about 5 miles apart?—A. No.

*By the Chairman :*

Q. That estimate brought the road within 35 miles of Montreal?—A. Yes ; the distance from Ste. Rosalie to Montreal.

*By Mr. Powell :*

Q. Or as he gets it there, but he thinks it is 39 miles?—A. I see I use 35½ miles there.

*By the Chairman :*

Q. The estimate for a completed road from Ste. Rosalie to Chaudière is \$1,365,000.—A. Yes.

*By Mr. Haggart :*

Q. That is the road as completed and the amount required to finish it?—A. The road as it is completed and the amount required to complete it to Chaudière Junction.

*By the Chairman :*

Q. That is to within 35½ miles of Montreal?—A. Yes,

Q. You gave this estimate to the Minister?—A. Yes.

*By Mr. Carroll :*

Q. What is the distance from Chaudière Junction to Lévis?—A. I think it is 6 or 7 miles.

Mr. SCHREIBER.

## Drummond County Railway Inquiry.

*By the Chairman :*

Q. And it did not include that ?—A. No.

Q. So that there were 46 miles of the road as it now is not included in that estimate ?—A. Yes, we owned that part of the road ; we bought it from the Grand Trunk.

*By Mr. Morrison :*

Q. If this is an element in the matter we should have it definitely stated. I think we are talking very lightly of 5 or 6 miles that cost \$13,000 a mile ?—A. We have owned that 6 miles for years and it does not enter into the question. It was bought in 1879. It runs to Pointe Lévis, South Quebec—not Lévis.

*By Mr. Carroll :*

Q. From Chaudière Junction to Lévis ?—A. To South Quebec, to Pointe Lévis.

Q. Is the Government the proprietor of the line of the Grand Trunk from Chaudière Junction to Lévis, South Quebec ?—A. From Chaudière Junction to Hadlow the Government absolutely own it and the Grand Trunk have running rights over it. I can show you the agreement.

*By Mr. Powell :*

Q. Have you the agreement here ?—A. No ; but it is in print.

*By the Chairman :*

Q. How much of the railway was contemplated by this estimate ? The portion unbuilt between Ste. Rosalie and Montreal was not contemplated ?—A. No, that is right.

Q. Do you or do you not know why you were asked to prepare this estimate ?—A. Yes, I think I do.

Q. What was the reason ?—A. It was with the view of acquiring the Drummond County road.

*By Mr. Morrison :*

Q. That was not a matter of surmise of your own was it ?—A. No, I think not.

Q. You are quite definite about that ?—A. Yes.

*By the Chairman :*

Q. Was anything further done ?—A. I heard nothing further I made after that estimate.

Q. Did you hear anything prior to the time you were asked to prepare this estimate ?—A. Nothing further than that I understood it was with the view of acquiring the road.

Q. And nothing came before you from the time you prepared that estimate up to the time the present government acquired it as to its purchase or lease ?—A. No.

Q. Do you know whether application was made by any person and if so by whom to the Government to buy or lease it ?—A. No.

Q. Do you know of any negotiations at all ?—A. I do not.

Q. Nothing ?—A. That is all I know of it.

*By Mr. Haggart :*

Q. Have you got this estimate in detail ?—A. No.

Q. You could not give any information to the Committee of the amount of work required to be done on the road from the state it was in, in 1894, to finish it from Quebec to Ste. Rosalie ?—A. No ; I have nothing in regard to that.

Q. Who was the officer you employed to make the estimate ?—A. I made it myself.

MR. SCHREIBER.

Q. Do you recall what you allowed the value of the old road to be and the amount to be finished?—A. I have nothing further than what you see there; I do not remember anything further than that.

Q. Have you made an estimate since for the department?—A. I have.

Q. Have you got it?—A. I think it is amongst the papers.

Q. I would like to see it?—A. I will have to hunt through the papers to find it.

Mr. Chairman directed the witness to produce it at the next meeting of the Committee.

Mr. J. M. COURTNEY, being sworn, gave evidence as follows:—

*By the Chairman:*

Q. You are the Deputy Minister of Finance?—A. Yes.

Q. Is it part of your duty to pay subsidies granted by Parliament for railways?—  
A. Yes.

Q. Referring to the Drummond County Railway, can you state what subsidies have been paid?—A. The first was \$15,057, dated 22nd February, 1888, payable to the Drummond County Railway Company and endorsed by latter Company "William Mitchell, General Manager." It came afterwards through Eastern Townships Bank at Richmond. The endorsement reads: "Pay to the Bank of Montreal or Order, for account of Eastern Townships Bank," signed by General Manager, H. F. Williams, for Manager. (Exhibit No. 2.)

The next payment was made on the 11th January, 1889, for \$13,815. That also was payable to the Drummond County Railway Company and endorsed by General Manager Mitchell, and came through the Banque Jacques Cartier at Drummondville. (Exhibit No. 3.)

The next payment was made on the 9th August, 1889, for \$5,500. That was endorsed by the Drummond County Railway Company, Secretary, Samuel Newton and also came from the Jacques Cartier Bank at Drummondville. (Exhibit No. 4.)

The next is dated the 1st of April, 1890, for \$6,928. The cheque is made payable to the Drummond County Railway Company endorsed by the Treasurer and by C. Church, President, and come through the Dominion Bridge Company. William Mitchell, Treasurer, and C. Church, President, endorsed to the Bridge Company, and the cheque was by them endorsed over to the bank. (Exhibit No. 5.)

The next is dated 27th August, 1890, for \$53,200, payable to the Drummond County Railway Company, endorsed by the President of the Railway Company, and came through the Eastern Townships Bank at Sherbrooke. (Exhibit No. 6.)

The next is dated February 7, 1891, and is for \$11,000. The cheque is endorsed by the President and Secretary of the Company, and came through the Eastern Townships Bank at Richmond. (Exhibit No. 7.)

The next is dated February 13, 1891, for \$71,800, and is endorsed by the President and Secretary of the Company, and also came through the Eastern Townships Bank at Richmond. (Exhibit No. 8.)

The next was for \$5,105 on the 15th September, 1891, and is endorsed by the President of the Company, and also came through the Eastern Townships Bank at Richmond. That is made payable in two amounts of \$2,625 and \$2,480. They are both included in the one cheque. (Exhibit No. 9.)

The next is for \$13,435, and is dated on the 14th March, 1893. It is also endorsed by the President and Secretary, and the cheque came through the Eastern Townships Bank at Sherbrooke. The endorsement reads: C. Church, President, and Samuel Newton, Secretary. (Exhibit No. 10.)

Mr. COURTNEY.



## Drummond County Railway Inquiry.

The next is for \$4,160, dated February 4, 1895, endorsed by the Secretary and General Manager, and came through the Eastern Townships Bank at Sherbrooke. Endorsation of cheque reads as follows: "Pay to the order of William Farwell, Manager of the Eastern Townships Bank, Sherbrooke, Drummond County Railway Company, Samuel Newton, Secretary." William Mitchell, General Manager. (Exhibit No. 11.)

The next is dated August 16, 1895, and is for \$87,936, made payable to the Eastern Townships Bank as attorneys for the Drummond County Railway Company, and endorsed by them as attorneys. The endorsation reads: "Eastern Townships Bank, Attorneys for Drummond County Railway Company," signed "Samuel Morey," I think it is. (Exhibit No. 12.)

Q. Is that all?—A. Yes.

THE CHAIRMAN: Exhibit No. 13 will be a list of the cheques just produced.

Q. Have you the power to make that cheque payable to the Eastern Townships Bank—a power of attorney?—A. I have no doubt I have. I will hunt that up and bring it.

*By Mr. Powell:*

Q. These amounts were paid on certificates, I suppose?—A. Yes; certificates of the Auditor General.

Q. He would issue it on what?—A. On a requisition from the Railway Department.

Q. From the Minister of Railways?—A. Yes.

The Committee adjourned until Tuesday, March 15, at 11 a.m.

Mr. COURTNEY.

HOUSE OF COMMONS,  
TUESDAY, 15th March, 1898.

The Committee met at 11 o'clock a.m.

Inquiry into expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada resumed.

Honourable ANDREW G. BLAIR, Minister of Railways and Canals, being sworn gave evidence as follows:—

Shortly after the Session of Parliament in 1896—that is the first session of the new parliament—I began to turn my attention to the subject of the extension of the Intercolonial Railway to Montreal. I may say that I did this of my own motion. I was not invited to do so nor was it suggested to me by any gentleman connected with or interested in any way with the Grand Trunk Railway or the Drummond County Railway. I thought it would be in the interests of the Intercolonial Railway if it could secure a terminal at Montreal. My first purpose, rather my first object, in the matter was to ascertain how such a policy would commend itself to my colleagues, and I found that they were well disposed towards it, providing that arrangements could be made on satisfactory terms. Without being able to speak at all positively as to the dates between the time that parliament closed and the middle or latter part of November I put myself in communication with Mr. Wainwright of the Grand Trunk Railway Company. I told Mr. Wainwright what was passing in my mind, that if we could make satisfactory arrangements it would be to our advantage to get into Montreal, and I asked him whether he was in a position to say that the Grand Trunk would be open to negotiations on the subject. He told me he thought they would, but that he would confer with the general manager and let me know later, which he did. Later on he told me that Mr. Hayes, the general manager of the Grand Trunk, would be open to a discussion of the subject and, if my memory serves me, that was about all the progress made before I left for the Pacific coast about the middle of last November. I did not return until the first week of January, and on my return I resumed by interviews with Mr. Wainwright. Up to this date I did not—I think up to this date—at all events until after I had been some little time in communication with Mr. Wainwright and the Grand Trunk Railway Company—I did not know who was interested in the Drummond County Railway.

*By Mr. Powell :*

Q. That was in January, 1897?—A. Yes; when I returned from the Pacific coast. I am not positive, I might have known it before I went away, as to who were the owners of the Drummond County Railway. I did not know it before I had spoken with Mr. Wainwright. I am quite sure about that, and I think it was on my suggestion that Mr. Wainwright spoke to the Drummond County people and I learned for the first time that Mr. Greenshields was largely interested in that company and road. Nothing of a very definite character transpired until after I returned from the Pacific coast. I had several conversations with my deputy and

Mr. BLAIR.

## Drummond County Railway Inquiry.

with the General Manager of the Government Roads at Moncton, Mr. Pottinger, and gathered from both of them, I think, certainly from Mr. Schreiber, that this policy had been under consideration by the late Minister of Railways and Canals and Government for some time, and he stated to me that their view was that the connection should be made over the Drummond County line, connecting with the Grand Trunk Railway at Ste. Rosalie. That was their view, and in accordance with that view he had prepared for the Minister an estimate of the cost of this Drummond County Railway. He showed me a memo., and I understand that memo. has been produced here the other day. At all events, I saw his figures as to the cost of the Drummond County Railway, and his estimate of the cost of the extension of the road from Moose Park through to Chaudière. There were only 73 miles of Drummond County road, main line, constructed at this time from Ste. Rosalie to Moose Park, with 17 miles of an important branch to Nicolet. His estimate did not include the cost of the branch to Nicolet, because the figures were given, I assume, to the late Government; certainly the figures given by Mr. Schreiber to me were given more with a view of giving me an idea of what it would cost to build the road, as to what we ought to pay for what was already built and for the extension. In considering this question of the extension to Montreal, I looked with some carefulness into the whole question of possible routes. There were these three routes already spoken of in Parliament and in the newspaper press. First, there was the route over the present Grand Trunk Railway, and instead of defecting from the Grand Trunk at Ste. Rosalie it was open to us, if we chose, to arrange with the Grand Trunk to continue to Richmond on the main Portland line, and further take their Chaudière branch, or line, or whatever you would call it. That line is longer, as I think I could show you, and as I think I ascertained, some miles longer than the Drummond County Railway, and it had not the same desirable grades. They were more frequent and heavier, and on the whole the line would not be as desirable a line as the Drummond County Railway. Moreover, I remember saying to Mr. Wainwright: "Mr. Wainwright, supposing we concluded to consider this, what would your people want for your line?" "Well," he said "we talked about two and a-half millions—between two and two and a-half millions—for that piece of line from Richmond to Chaudière." Then we would have had to lease or acquire rights from the Grand Trunk from Richmond to Ste. Rosalie. We could not have acquired that part of the road, for that is part of their trunk line. This is in the neighbourhood of 35, perhaps a little over 38—miles—and we would have had to pay them rental on that and then to acquire from them about 60—a little over 60—miles, I think, from Richmond to Chaudière. That phase of the question did not strike me very favourably I confess, and I turned my attention to the subject of the South Shore Railway. That line had been built to Sorel and there remained considerable mileage yet to be constructed, and from all the information I could get it would be longer, and moreover a much more expensive line. The line would necessarily cost for bridging a very much larger sum than the Drummond County Railway. On the whole, it appeared to me, if we could arrange upon suitable terms to acquire the Drummond County Railway, that that was the best route of the three, and I communicated my tentative view on this subject to Mr. Wainwright. I think it was Mr. Wainwright the first time I met Mr. Greenshields who brought Mr. Greenshields to me. In the meanwhile the Grand Trunk were preparing a memo. of the terms upon which they would let us have the use of their bridge and of their terminals. I received this memorandum either in the latter part of February or March.

Q. This is necessarily incidental to the Drummond matter?—A. Oh, unquestionably.

*By Mr. Borden:*

Q. Mr. Powell probably means that the inquiry is confined to the Drummond County Railway, but this may be incidentally connected with it?—A. I would not

Mr. BLAIR.

like to say that it is necessarily part of the Drummond County Railway matter, because there are two distinct contracts. I think it would be fairly connected with it because the bona fides of the government in the purchase of the Drummond County Railway are involved in that. I received this paper on the 18th February, 1897. It is marked "Private Memo.," and is to the following effect:—

(EXHIBIT No. 14.)

(Private Memo.)

February 18, 1897.

*Intercolonial Railway Extension to Montreal.*

In view of the proposition to extend the Intercolonial Railway to Montreal by means of the Drummond County line to St. Hyacinthe, the Grand Trunk Company would be prepared to enter into the following arrangement with the government for the use of its line, as well as the Victoria Bridge and terminals at Point St. Charles and Bonaventure Station, viz.:—

Line: St. Hyacinthe (Drummond County Connection) —	
To St. Lambert, 30 miles, cost.....	\$ 1,500,000
To pay interest on half, say on....	750,000
Cost of maintenance, according to wheelage—	
For use of Victoria Bridge and approaches.....	50,000
For terminals at Point St. Charles, Bonaventure, and use of railways.....	62,500
For use of Chaudière Bridge and necessary occupation of line east.....	6,000

This is as agreed with Drummond County Railway. The government to pay their proportion of maintenance and operation according to wheelage.

*By Mr. Haggart :*

Q. "This is as agreed with the Drummond County Railway," that is, the Chaudière section?—A. The Drummond County and Grand Trunk had an agreement whereby the Drummond County was to pay the Grand Trunk \$6,000 for these terminals. Here is a recapitulation, in continuation of the memorandum:—

(EXHIBIT No. 14a).

	Per annum.
Interest on line, St. Hyacinthe to St. Lambert, one-half \$750,000 at 5 per cent.....	\$ 37,500
Use of Victoria Bridge .....	50,000
Use of track to Bonaventure (4 miles) with terminals, yards and passenger station, including round houses, &c .....	62,500
Use of Chaudière Bridge across river and tracks east, as agreed with Drummond County Railway.....	6,000
Total.....	<u>\$ 156,000</u>

Government to pay interest at 5 per cent on one-half of any expenditure necessary for improved facilities, such as double track between St. Hyacinthe and St. Lambert, yard improvements at Pointe St. Charles or at St. Henri, additional

Mr. BLAIR.

## Drummond County Railway Inquiry.

tracks that may be necessary from St. Henri to Bonaventure Station, or other expenditure required for proper and efficient conduct of the business.

Such work, in all cases, to be matter for consultation and agreement.

Q. Is that in reply to a written or an oral communication?—A. An oral communication. I asked Mr. Wainwright to furnish me with a memorandum in writing as to what terms they would be willing to negotiate upon.

*By Mr. Borden :*

Q. Did it bear any date?—A. February 18th, 1897. While that was going on, on the 10th February, seven days previously, I had asked Mr. Schreiber to give me an idea of what he thought we ought to pay for the use of the terminals and the bridge more particularly—the other, I supposed, would be governed by the general rule, but the bridge was a special thing and the terminals a special thing—and he did so. I have got copies of this memorandum here, handed me on the 10th February, before I received this memorandum from the Grand Trunk. It is as follows :—

(EXHIBIT No. 15).

Terminals at St. Charles and Bonaventure, including the use of tracks, &c.

Four miles of railway, including land at \$80,000 per mile .....	\$ 320,000
One-half above.....	160,000
Ten acres of land (485,100 sq. ft.) for terminals at \$2 per superficial feet.....	871,200
Passenger station, say \$100,000, say one-half.....	50,000
Other tracks, 4 miles at \$4,500 per mile.....	18,000
Freight shed, say 500 feet by 50 feet of brick.....	30,000
Engine house .....	30,000
Proportion of workshops.....	30,000
Sundries .....	50,000
This is an approximate estimate only..	\$ 1,239,200
Five per cent on \$1,239,200 per annum.....	61,960

The Grand Trunk Railway property at Point St. Charles and Montreal must be worth several million dollars, but we shall only use a small proportion.

(Sgd.) COLLINGWOOD SCHREIBER.

OTTAWA, 10th February, 1897.

The Committee will observe that Mr. Schreiber's estimate of what would be a fair rental is \$61,960, which tallied remarkably closely with the figure of the Grand Trunk who asked \$62,500.

*By Mr. Powell :*

Q. This is for half, or simply the share that the Intercolonial would require of these terminal facilities?—A. That would be on the basis of one-half the value at five per cent of such portions of these terminals as he thought he would require to use.

Q. Whether we only required one-tenth or not that estimate was based on one-half?—A. This estimate was based on one-half.

Mr. BLAIR.

*By the Chairman :*

Q. Such portion as you would require to use of the whole?—A. Such as we would require to use. Mr. Schreiber states in his memorandum that the line from Point St. Charles to Montreal is worth several millions of dollars, but that as we would only use a small proportion he makes the value on that proportion.

*By Mr. Borden :*

Q. Is there anything apparent on the document as to what proportion Mr. Schreiber thought we would require?—A. Well no; there is nothing there apparent. You can see that he allows us four miles of track, he allows us the freight sheds, he allows us the engine sheds, he allows us a proportion of the workshops, he allows us the passenger station and a proportion of the terminals, which would be laid on ten acres of land.

Q. It seems to me it would depend on the proportionate use each party would make of that?—A. What would depend?

Q. The rental you should pay.—A. The rental would depend on the figures at which the Grand Trunk would agree to lease them, provided they were not, in our opinion, excessive.

Q. Mr. Schreiber makes an estimate of the amount you should pay. Into that enquiry was there anything as to the proportionate amount and the proportion of the user each company would make of these facilities?—A. There is always to be taken into account in addition to the fixed rental the allowance we would have to make in proportion to our wheelage on these different portions of the road.

*By Mr. Haggart :*

Q. Let me understand clearly. These places mentioned: freight sheds, engine houses, etc., is it the user Mr. Schreiber has valued or is it half the value?—A. He has given you there his estimate of what would be half the value of such portion of the terminals at Montreal, St. Henri and Point St. Charles as we would be likely to use.

*By Mr. Powell :*

Q. Did you take any pains to find out what proportion it would be of the Intercolonial's use of these facilities?—A. I cannot say it would have been very possible to come to a very clear conclusion in regard to that. It would depend altogether on how business turned out.

Q. Did you take any pains to find out what the Intercolonial's proportion would be?—A. We took every pains to ascertain as to what were the best terms we could get the use of these facilities for, the lowest price at which we could secure them from the Grand Trunk.

Q. That is hardly what I asked. I ask if you took any pains to find out the proportion of the user of the Intercolonial Railway?—A. The element of user has two phases. The amount of user of two companies relatively would affect the contribution which each would make to the cost of maintenance, but it would not affect, nor, in my view, should it properly affect, the question of rental. If the Grand Trunk were willing to rent to us all their property at a rate of interest on the whole cost, governed by our proportion of the use of the line to theirs, it would have been all right to make an arrangement of that kind, possibly; but they were not so disposed.

Q. It is not whether you have inquired into the proportions, but simply whether the Railway Department, or you as its head, took the precaution to have an estimate of the proportionate user?—A. There was no estimate of the proportionate user at all. It would be very hard to ascertain that.

Mr. BLAIR.

## Drummond County Railway Inquiry.

*By Mr. Haggart :*

Q. Well, Mr. Blair, I may mistake your answer, but I want to get it clear. These places mentioned, freight sheds, etc., that were estimated by Mr. Schreiber, is his estimate for the user by the Intercolonial or for the half value?—A. I have said already, but I repeat it, that Mr. Schreiber has estimated on a basis of half of the cost of such portions of the terminal facilities as we may reasonably be expected to use.

*By Mr. Borden :*

Q. And that estimate was made irrespective whether the user of the Grand Trunk was very much greater than the user of the Intercolonial?—A. Quite so, because that question of user would govern the amount we would have to contribute to maintenance. The Grand Trunk would not negotiate with us on any other basis.

Q. Then there were two things: the negotiations with the Grand Trunk and the estimate of your engineer?—A. No; because my negotiations with the Grand Trunk were communicated to Mr. Schreiber, and he knew the Grand Trunk would not ask a fixed rental for all these things. They would not rent or lease to us upon a basis of the proportion of our use of the bridge and terminals, and he prepared his estimate as I have read it here, from that point of view, at my instance and request.

Q. He did not estimate from the standpoint of proportionate user, but from the standpoint of equal user?—A. Of equal user of such portions of the terminals as we would require to use.

Q. Is there any report as to the distinct proportions you would require?—A. I have no doubt that Messrs. Schreiber and Pottinger's judgment would be sound on that question, and they would form a fair idea.

Q. But there is nothing apparent in the report?—A. Nothing farther than I have read to you, that he has given me in this memorandum, now before the Committee, in which he allows us four miles of track, passenger station, freight sheds, engine house, portion of workshops, and so forth. At all events, that was the data Mr. Schreiber furnished me, and I found it corresponding very closely with the figures which the Grand Trunk later handed in. Then on the subject of the bridge, Mr. Schreiber gave me the cost of construction, which was, in his own language, "I think ten million dollars, though it would probably now be completed for six million dollars. For the use of this bridge by the Intercolonial Railway a fair rental would appear to be \$60,000." The tolls over the Niagara River bridge, very small in comparison, would probably show a result of \$77,467 a year, and the Niagara River bridge, I presume, is a bridge very little more than a quarter of the length of the Victoria bridge, and perhaps very much less in cost. Mr. Schreiber has furnished me with a memorandum.

(EXHIBIT No. 16.)

### MEMORANDUM.

*Grand Trunk Railway Company's Victoria Bridge over the St. Lawrence River at Montreal.*

The cost of the construction of this bridge was, I think, \$10,000,000. It could probably now be completed for \$6,000,000.

For the use of this bridge by the Intercolonial Railway, a fair rental would appear to be about \$60,000 per annum.

MR. BLAIR.

Tolls over the Niagara River Bridge, which is a very small affair compared to the Victoria Bridge, are:—

For each passenger.....	\$0 10
do freight car, loaded.....	1 00
do do light.....	0 50
do locomotive.....	7 50
do passenger car.....	2 50
do new freight car.....	1 50
do conductor's van.....	1 00

## PER DAY.

No. passengers, average, say 100 at \$0 10.....	\$ 10 00
Loaded freight cars..... 170 " 1 00.....	170 00
Light do..... 30 " 0 50.....	15 00
Locomotives..... 2 " 7 50.....	15 00
do..... 15 " 2 50.....	37 50
	<hr/>
	\$247 50
	313
	<hr/>
	74250
	24750
	74250
	<hr/>
	\$77,467 50

(Sgd.) COLLINGWOOD SCHREIBER.

OTTAWA, 10th February, 1897.

*By Mr. Powell:*

Q. When you speak of tolls over the Niagara bridge that means the total revenue from all sources?—A. No, but for the same number of trains and cars which we would be likely to haul over the Victoria bridge, on that same scale.

Q. Please give us the number of cars and trains in that estimate? (Exhibit No. 16)—A. It averages 100 passengers a day both ways. He estimates 170 cars each day, loaded or partly loaded. He estimates 30 light cars.

Q. Thirty light each way?—A. No, I am giving you the total both ways. He estimates two locomotives at \$7.50 and 15 locomotives at \$2.50. The result would be \$77,467.

*By Mr. Haggart:*

Q. What is the total for the bridge—\$77,000?—A. \$77,467 for the year or \$247.50 per day.

*By Mr. Powell:*

Q. Over the Niagara bridge is it one of the conditions, as it was in this, that parties having the user are to pay one half of the cost of maintenance as well?—A. My impression is not. Their tolls cover everything.

Q. That would make a material difference, would it not? A. That would make a difference if your business would remain stationary. If you look forward for a material increase in the business, as my officers did, a fixed rental at a sum less than their present rates would produce, would seem to be a very satisfactory figure.

Mr. BLAIR.



## Drummond County Railway Inquiry.

At all events that is the view entertained by myself and by the Government in the matter. Let me go on to say that these three routes under consideration were ascertained in length to be : the Drummond County Railway, 146.73 miles; the Grand Trunk Railway, 157.37 miles; the South Shore, 159.39 miles.

*By Mr. Haggart :*

Q. Is that to a point in Montreal?—A. Yes, to St. Lambert.

*By Mr. Carroll :*

Q. That is from Chaudière?—A. Yes, from St. Lambert to Chaudière by these several routes. I had an estimate, it was made by Mr. Kingsford, not after a careful survey nor was it made with a full knowledge doubtless of all the details which a person would like before making an accurate survey; it was an approximate survey and he states that in his view that it would cost \$23,000 per mile to build the South Shore line as compared with \$16,000 for the Drummond County Railway.

Q. Who made that estimate?—A. Mr. Kingsford.

*By Mr. Haggart :*

Q. Is it verbal or written?—A. He gave it to me in the report which he made. He went over the road very carefully, and gave me information and details in regard to grades and all, and as he had instructions to make an estimate of probable cost of these three routes, he stated that, without being able to make an accurate or close calculation, or without having material before him to do so, he would say, in an approximate way, that it would cost about \$23,000 owing to the large amount of expensive bridging which would necessarily have to be constructed on the South Shore line—a great many rivers crossing the route, it would naturally be very expensive.

*By Mr. Powell :*

Q. What was the date of the report?—A. Last fall, Mr. Kingsford was on the Drummond County work as representing the government during the construction of the extension from Moose Park to Chaudière bridge. He was there some months, and he had instructions before he went to make a very careful report on these lines, and he did so. It is very voluminous, and could be put in if desired by the committee.

Q. As to the policy of the South Shore route?—A. That is only a small part.

*By Mr. Haggart :*

Q. As I understand you this is the report of the gentleman superintending the extension of the Drummond County Railway?—A. Yes, he was there as engineer for the Government during the whole summer.

*By the Chairman :*

Q. That is Mr. Kingsford?—A. Yes.

*By Mr. Haggart :*

Q. Have you the contract for the extension of this Drummond County Railway from Moose Park?—A. They entered into a contract with the Government under the usual subsidy form.

MR. BLAIR.

Q. You have not the usual subsidy form with you?—A. No, but it can be produced. The arrangement with the Grand Trunk Railway Company was as you know closed on the basis of \$140,000, and that contract was not approved by Parliament. The arrangement was made with the Drummond County Railway Company on the basis of \$70,000 a year rental. We estimated that the road completed as we would require it to Chaudière would be worth \$1,600,000 at least. Interest on that at 4 per cent would be equal to \$64,000 and the \$6,000 at the Chaudière end made the \$70,000. The contract we made with the Drummond County Railway Company, as the papers will show (the papers have been before Parliament; I can produce another copy if you wish it) was to build and complete from Moose Park to Chaudière, in round figures a distance of 43 miles, up to the standard of the Intercolonial Railway.

*By Mr. Powell :*

Q. What is the length?—A. 42·60 or ·70 miles, or in round figures 43 miles. We required them to lay that portion of the line with rails weighing not less than 70 lbs. to the lineal yard. And we required that they should reduce certain grades and make certain improvements on the old part of the line. All that was stipulated in their contract. A vote was passed authorizing a subsidy to be given to the Drummond County Railway in aid of these 43 miles. They entered into a contract with the Government under the subsidy Act and went on to construct their line and it was during that construction that Mr. Kingsford was superintending or inspecting on behalf of the Government. They prosecuted the work quite vigorously, but they were unable to complete it to our satisfaction; in fact they had not yet completed it entirely, up to the date when we took the road into our hands or over from them temporarily and began to run it on the 1st of March. The work which they were required to do was heavy, I presume; at all events although they worked very vigorously and energetically at it, time did not permit of their completing it entirely to our satisfaction. They did not complete, as I say, the new part, and they had not completed fully the old part. We made an arrangement with them under a temporary lease for the use of the road until the 30th of June next in accordance with the authority of parliament and contracted that they would allow us to renew the lease for a further period from time to time on our being authorized to do so by parliament.

*By Mr. Haggart :*

Q. I do not want to interrupt the hon. gentleman, but if you will excuse me I would like to ask: Does the contract under the Subsidy Act require a standard equal to the Intercolonial?—A. No, but we required, if they accepted, before we took it off their hands that they should complete the road up to the standard of the Intercolonial and it was because they had not completed the road up to the standard of the Intercolonial that those delays occurred in our taking the road over. Our engineer who examined the road was instructed to require that the work should be done up to that standard.

Q. Then the contract they had with the Government under the Subsidy Act was entirely different in its requirements from what you required of them before taking over the road?—A. Yes. They were not required to enter into any different contract to earn the subsidy from what they would have been required to do if there were no arrangement between us and them or no expectation of an arrangement, but seeing that we were intending to rent the road from them they were required and have been required to give us a road up to the standard of the Intercolonial.

*By Mr. Powell :*

Q. That is as regards the 43 miles?—A. Yes, and with some exceptions they have done so. Provision has been made, as I am confident from information.

Mr. BLAIR.

## Drummond County Railway Inquiry.

and reports of our engineers, to put the road in good shape and bring it up to the standard. We entered into a temporary agreement with them, as I have told you for the leasing of their line.

*By Mr. Haggart :*

Q. Have they earned their subsidy under the contract?—A. No, sir.

Q. Then they have not built the road up to the standard required by the Subsidy Act?—A. They have built it far beyond that, but there are some trifling things which probably would not cost over \$2,000 or \$3,000 or \$4,000, maybe not so much as any of the sums I have named in order to satisfy the terms of the contract, in order that our engineers could report that the contract had been fully performed. As a consequence they have not received their local subsidy yet; but they have built their road, as I am advised, far and away in excess of the requirements of the contract, in the main and substantially.

*By the Chairman :*

Q. Is the whole road up to the standard of the Intercolonial or only the portion that was constructed—the 43 miles?—A. The whole road cannot be said to be up to the standard of the Intercolonial to-day, but before we leased the road from them or entered into an arrangement which may be of a permanent character, we required that they should contract to put it in that shape and that we should be secured in their contract. And here let me say that before we entered into the contract our engineer reported to us that it would take \$35,000.

*By Mr. Borden :*

Q. You are speaking of the original agreement?—A. Before the original agreement was entered into, our engineer reported to us that it would take \$35,000 in round figures in order to bring that road fully up to the standard of the Intercolonial.

*By Mr. Haggart :*

Q. That is 72 miles of the completed road?—A. No, no. I am speaking now of the new section of 43 miles. He reported that it would take \$35,000 and he gave us details of it which we have. That would be laying the 70 pound rail and equipping it in every particular right up to the first standard. He reported to us also that it would require an expenditure to reduce these other grades and put the road in really satisfactory shape and perhaps beyond what they would be required to do under their contract with us. In consequence of the reports which we received from our engineer, we stipulated with the Drummond County Railway before we took the road from them, that they should lay out \$100,000, of which \$35,000 was to be expended in completing the 43 mile section and \$65,000 in completing the other portion of the road.

Q. The seventy-two miles?—A. Yes. We stipulated that they should either lay that out under the instructions of our engineer or furnish us with the money to do so and that we should apply the rent to it. We have a covenant of that kind in our temporary lease.

Q. You say that this is above the requirements that the railway would have to perform to carry out their agreement?—A. Rather above them.

Q. To what extent?—A. We did not provide in our original contract for that; we only stipulated for the reduction of the grades, but we have required of them some other things—clauses which they thought we were unreasonable in asking, but seeing that we were in the position to exact they submitted, and these were

Mr. BLAIR.

embodied in the contract. I have got here a copy of the temporary leasing which was entered into with the Drummond County Railway.

*By Mr. Powell :*

Q. Before you pass on to that, Mr. Blair, as I understand it the standard of the road now is that the 43 miles are substantially up to the grade of the Intercolonial?—A. Not substantially, but absolutely, and above in the matter of rails, because we have not a 70-pound rail on our line at all.

Q. That is about one-tenth more?—A. On a portion of our line we only have 56-pound rails.

Q. Coming to the other portion of 73 miles, that is not up to the standard of the Intercolonial, is it?—A. Well no; it cannot be said to be up to the standard of the Intercolonial, because the Intercolonial has a high standard. For instance the embankments may not be as high.

*By the Chairman :*

Q. How about the rails?—A. They are 56-pound rails.

*By Mr. Carroll :*

Q. On the whole 73 miles?—A. Yes.

*By Mr. Powell :*

Q. That rail you are taking up on the leading portions of the Intercolonial and replacing with a higher rail?—A. We have 56 pound rails and are putting down 67-pound.

Q. So this rail is inadequate to the purposes of the Intercolonial?—A. It is not as durable, but trains run as quickly and safely and as long as it lasts it will carry as large a traffic. The weight of the rails is a question largely of economy.

*By Mr. Haggart :*

Q. What is the difference between the amount that they are absolutely required to do under the contract and what you require on the 73 miles?—A. They have taken out part of these objectionable grades and straightened the line on the old line.

Q. It is not the details I want but the amount?—A. Speaking generally, and without wanting to be held too close, the figure we have required of them is about double the amount of expenditure that they would be, under their original agreement, called upon to make. I think about thirty to thirty-five thousand dollars would cover what they would require to do under the original agreement. We exact \$60,000.

*By Mr. Borden :*

Q. Do I understand that the thirty-five thousand dollars which they are to expend upon the 43 miles will make it fully equivalent to the standard of the Intercolonial Railway?—A. I have no doubt of it.

Q. In respect to the \$65,000 on the 73 miles portion, will this make it equivalent to the Intercolonial?—A. Well, I would not like to say that. We have not in our arrangements stipulated, and have not stipulated now, that they should bring that portion of the line up to the Intercolonial standard. They said, "Well, here is the road, take it or leave it, just as it is." I induced them to contract to reduce certain of their grades and they have done that with the exception of one grade at one point, which I have told you would about fall even all through, and not cost more than thirty thousand dollars to thirty-two thousand dollars.

Q. Has the Department anything to show what the 43 miles cost?—A. No, I am not aware that we have any statement of what they have cost, but I presume it is quite possible to ascertain what they cost.

Mr. BLAIR.

# Drummond County Railway Inquiry.

*By Mr. Haggart :*

Q. You have all the quantities under the contract in the Department. They are filed in the Department, I suppose, and Mr. Kingford's report?—A. Well, I think it is likely we have all that, but I do not know whether it would convey an accurate idea of the actual cost. In connection with this temporary contract with the Drummond County Railway, and before entering into it, we came to an arrangement with the Drummond County whereby we have the option from them, whenever Parliament should so authorize us, to purchase for cash the Drummond County Line for its entire length from Ste. Rosalie to Chaudière at the valuation which we originally put upon it and the cost at which it is calculated by the railway, \$1,600,000. A good deal has been said about our having made an arrangement for a rental which was excessive, and which, capitalized, represented two or three millions of money. We knew well the Drummond County could not negotiate their line on any such basis as the country could borrow money, and we took for granted that it represented to them one million six hundred thousand dollars. We figured on that expectation and basis, and, therefore, in order to remove the possibility of an objection on the ground that we were really giving more than we purported to give, we proposed to the Drummond County that they should give us an option, either to lease the road or to purchase it by cash on a basis of \$1,600,000. That is in the temporary arrangement we made with them, a copy of which I will leave with the Committee. I will read two or three clauses giving the two conditions. The temporary contract reads:—

(EXHIBIT No. 17.)

“These presents are made upon and subject to provisos, covenants, conditions and agreements hereinafter expressed and contained for the due performance and observance of all of which on the part of each of them, Her Majesty and the Company bind themselves and each of them respectively, their successors and assigns, that is to say:

“First—That Her Majesty shall and will ask Her Parliament of Canada, at the present session thereof, for an appropriation sufficient to enable Her Majesty to continue this lease for a year from the thirtieth day of June next, upon the same terms, provisos and conditions as are herein contained.

“Second—That it is agreed by the said Company that it shall be optional with Her Majesty, Her successors or assigns, subject to the ratification of Parliament, at any time during the term hereby granted, or any renewal or continuation thereof, to purchase the said line and branch lines and the said other rights, interests and property (not including rolling stock) absolutely and free from all encumbrances at and for the price and sum of one million six hundred thousand dollars (\$1,600,000), from which sum is to be deducted all amounts paid or entitled to be paid under the Subsidy Act, 60-61 Victoria, Chap. 4, and all amounts remaining unexpended or unpaid by the Company in improving the said railway upon the works hereafter specified.”

The third clause states:—“That the Company shall and will immediately, or as soon hereafter as the season will admit thereof, lay out and expend a sum of money amounting to not less than one hundred thousand dollars (\$100,000) upon such portions of the said line of railway and upon such works thereon and in such manner as may be indicated by the Minister of Railways, or in case the works or any part thereof are not proceeded with as rapidly as the Minister may require, then the Government may perform and carry out all or any part of such works on the said railway, expending the amount aforesaid, and shall then have the right to deduct the amount so expended from the rental payable hereunder as fast as the same accrues until the said sum of \$100,000, or such portions of the said amount as has been laid out and expended by the Government on said railway has been fully repaid Her Majesty.”

Mr. BLAIR.

*By Mr. Carroll :*

Q. What is the date of that document (Exhibit No. 17)?—A. February 25, 1898. You will observe, gentlemen, that this will show clearly at all events what some of the Drummond County people imagined they were getting, supposing they were offering it in a capital sum instead of the lease contract they made with us. The \$1,600,000, you will observe, includes the original cost of the line to the Company of the 73 miles, includes the cost of construction of the 43 miles which they have made, and includes \$100,000 in addition which is to be expended under our direction. I may be permitted to say that it will be somewhat difficult to find that we bought a road and paid \$1,000,000 more than it was worth in the face of such figures as those. With the exception of one statement that is all I have to say. That statement is this : A good deal has been stated in the public press and something more or less hinted in Parliament, in regard to fraudulent and corrupt transactions carried on with reference to the negotiations over this Drummond County Railway. I want to say that I negotiated the transaction from beginning to end myself. I negotiated it with Mr. Greenshields. I know of nobody else, with the exception of a few minutes conversation in my office, in the presence of Mr. Greenshields, with Mr. Mitchell, I think. The whole negotiations from the beginning to the end, the conversations and the negotiations in the transaction, took place with Mr. Greenshields. I do not know of any other member of the Government having had any part in the negotiations. I had of course, from time to time, repeatedly, in the course of these negotiations, communicated with my colleagues in the Government and conferred with them upon the various phases. The Drummond County Railway Company wanted to be paid \$100,000 a year rental. They had reasons. They claimed that when they had completed the new 43 miles, the road would cost them over \$2,000,000. I never saw their books, but they brought figures from their books which Mr. Greenshields stated were correctly transcribed from their books, estimating that the extension would cost in the neighbourhood of \$600,000 or \$700,000, showing that their outlay would be all of \$2,000,000, if not in excess of \$2,000,000. These negotiations from beginning to end took place between Mr. Greenshields and myself, and at no time, and under no circumstances, from the moment when the Drummond County Railway was first spoken of down to the present time, did Mr. Greenshields say to me, or did I say to him, or to any person else in his presence, one syllable having reference to any contribution for elections, or of any other kind in any shape or form. I do not know, I have no reason to suppose, that anything of the kind took place between Mr. Greenshields or any other member of the Government; but I can say what took place between Mr. Greenshields and myself.

*By Mr. Powell :*

Q. What is the length of the little branch of the Drummond County Railway?—  
A. Seventeen miles.

Q. That is included in the lease?—A. Yes.

*By Mr. Carroll :*

Q. Did I understand you to say that the estimate by Mr. Schreiber in 1894 did not include that branch?—A. He has stated that it did not, and it did not on its face.

*By Mr. Borden :*

Q. The details you have spoken of, as to the cost of the road to the company being equal to or in excess of \$2,000,000, were they in writing?—A. My impression is he brought me a memo. showing what was expended on the road up to the time it was taken over by the present owners as appearing from the books. He showed me what the bridges cost down to that time—just a statement in gross.

Q. Have you the details of it here?—A. No, and I do not know that I have preserved that, but the amount can be got, that I am satisfied of, because their books are here.

Mr. BLAIR.

## Drummond County Railway Inquiry.

Q. Did it include the subsidy?—A. It unquestionably did. He stated what the cost of the road was. Subsidies would not enter into that because they would rely upon them for the payment of the road.

Q. The subsidies are not included?—A. It would not be accurate to say that the \$2,000,000 included anything except what the company paid or became liable to pay from whatever sources their means extended to.

Q. And that included federal, provincial and municipal subsidies?—A. I have no doubt.

*By Mr. Powell :*

Q. That was the total expenditure?—A. I understood the total expenditure on the road.

*By Mr. Haggart :*

Q. You have sworn returns in your department of the amount of the actual expenditure; that would be evidence would it not?—A. Yes. I remember to have seen that while this was going on. I think it would show more than the sum I have named. We can have that. Here is a memo., a little plan which Mr. Schreiber prepared for me at the time and it shows Mr. Chairman that the Nicolet Branch was independent of the other calculations. The whole cost is estimated at \$1,535,000 including the Nicolet Branch. I asked Mr. Schreiber "what about the land damages?" And he said "I have made an estimate of the land damages, but I would be very sorry to answer for the estimate being sufficient." He mentioned to me that on the St. Charles Branch, which is a road built since he has been in the department, land damages which they had supposed would amount to \$100,000 ran up to \$900,000 more than the actual cost of the road itself. The estimate is as follows:—

(EXHIBIT No. 18.)

### DRUMMOND COUNTY RAILWAY.

#### *Table of Distances, showing the Mileage.*

	Miles.
Ste. Rosalie to Drummondville.....	26·50
Drummondville to St. Leonard.....	19·00
St. Leonard to Moose Park.....	27·48
Moose Park to Chaudière Bridge .....	42·52
Nicolet Branch.....	17·00
Total mileage .....	132·50

#### *Estimated Cash.*

Ste. Rosalie to Drummondville .....	\$ 291,500
Drummondville to St. Leonard.....	304,000
St. Leonard to Chaudière Bridge.....	770,000
Nicolet Branch.....	170,000
Total.....	\$ 1,535,500

(Sgd.)                      COLLINGWOOD SCHREIBER.

OTTAWA, 11th March, 1897.

Mr. BLAIR.

*By the Chairman :*

Q. The total cost excluding the land damages was estimated there to be how much, \$1,535,500?—A. Yes. That would not be on the basis of the seventy pound rail.

*By Mr. Haggart :*

Q. What is the value of the seventeen miles of road to Nicolet?—A. The estimate of Mr. Schreiber puts it at \$170,000.

*By Mr. McIsaac :*

Q. Is this included in the estimate (Exhibit No. 1) presented the other day?—A. No.

*By Mr. Haggart :*

Q. You are positive that Mr. Schreiber did not include that branch?—A. Yes, I am positive because his figures show that he estimated the cost at \$1,535,000 inclusive of the branch.

Q. That estimate (Exhibit No. 1) did not include the branch and this one (Exhibit No. 18) does?—A. Yes.

Q. If Mr. Schreiber's estimate of \$1,365,000 for the finishing of the road in 1894 was correct and you get \$170,000 with that for the branch road extra, that should be deducted from the \$1,365,000?—A. I do not take that view of it.

*By the Chairman :*

Q. This 17 miles is additional?—A. You will understand Mr. Haggart, that Mr. Schreiber was making an estimate which I presume he thought would be a guide to us in the event of our undertaking to construct or considering whether we would construct another line from Chaudière to Ste. Rosalie, as well as some assistance in forming a judgment as to what we ought to pay for the line already built if we could buy or acquire it. Under these circumstances he would not include the Nicolet branch in his estimate. But, of course, we could not buy the road without buying the branch and the branch is a valuable one, quite a little business being done upon it. In the estimate which he made for us, of what the company's whole line would be worth he necessarily included these 17 miles.

*By Mr. Powell :*

Q. Mr. Schreiber's estimate is an estimate of what it would cost to construct the line over the same route.—A. I take it that it would be practically over the same route.

*By Mr. Haggart :*

Q. To get this estimate you would have to deduct \$170,000 from the \$1,535,000?—A. Yes, if you wanted to leave out the Nicolet branch. I suppose that no person would contend that the estimate of what a railway would actually cost the Government has ever been found in governmental experience to be very close to the result.

Q. You have no information, I suppose, of the expenditure upon the road from July, 1894, till it was handed over to you at the end of 1896?—A. I understood from the railway people themselves that they applied their net earnings every year towards the improvement of the road and their net earnings are shown to have amounted to a very respectable sum. In the last two years they were earning between \$30,000 \$35,000 over operating expenses. They told me that but I do not know of my own knowledge how far that is correct.

Mr. BLAIR.



## Drummond County Railway Inquiry.

Q. That would be for a year and a half. From July, 1894, to the end of 1896.  
—A. That would be two and a half years. It was in the winter of 1896, that these estimates were made or practically at the close of railway work. You will have the Drummond County people here Mr. Haggart and they will be able to tell you how far this statement is correct.

*By Mr. Powell:*

Q. I suppose you have no information that will enable you to say when the Nicolet branch was built.—A. No, I could not say accurately.

*By Mr. Haggart:*

Q. Have you any information in the department of an offer made to me in reference to this road or any copy of an offer made to me?—A. I never heard of any as being in the office. Anything I have heard on this subject I have heard outside of the office.

Q. You are not aware that I received an offer for the road?—A. No, sir, I never heard of it. I never heard of any offer except the statement which was made in the House on this subject. I think you stated, at all events somebody stated, that an offer had been made of \$400,000 or \$500,000. I had not known of this before and any information that I have of it, I have received since and it is hearsay.

MR. COLLINGWOOD SCHREIBER (recalled):

*By the Chairman:*

Q. You are already sworn?—A. Yes.

Q. Will you say whether Exhibit No. 1, purporting to be an estimate of the Drummond County Railway includes the Nicolet branch?—A. No; it does not.

Q. Have you valued the Nicolet branch?—A. Yes.

Q. At what sum?—A. At \$170,000.

Q. Did that estimate include the rental the Drummond County have to pay to the Grand Trunk for the Chaudière Bridge?—A. No.

Q. Did the estimate contemplate the 70 pound rail instead of the 56 pound rail?—A. No.

Q. Was it a 56 pound rail?—A. It was.

Q. Then upon the basis of a 70 pound rail, the Nicolet branch, and the Chaudière lease or rental of \$6,000, what difference would it make in your estimate?—A. The rails would be \$23.00 a ton.

Q. Well, in round figures?—A. There would be \$176,000 for the Nicolet branch and the Chaudière Bridge, and the value of the rails would be, on about 30 tons—I will make up the figures and let you have them.

*By Mr. Haggart:*

Q. Have you got the details of the amount of rails?—A. No.

Q. On what do you find it?—A. On the general character of the country.

Q. Have you any information in the office?—A. We had profiles of considerable part of it at that time from the company—I am speaking of 1894.

*By Mr. Carroll:*

Q. Who prepared the last time table on the Intercolonial?—A. Some officer in Montreal—I think Mr. Edwards.

Q. It had your assent?—A. It was sent up here after being printed and was approved.

MR. SCHREIBER.

*By Mr. Haggart :*

Q. Your estimate is one million five hundred and thirty-five thousand five hundred dollars? That includes the \$170,000 for the branch?—A. Yes.

Q. Your estimates are practically the same?—A. Practically.

Q. Well, when that 73 miles is completed do you know how much has been expended in bringing it up to the standard?—A. I do not.

Q. Has your officer made a report?—A. Not as to what has been expended.

Q. Well, as to quantities?—A. No; but he has made an estimate of the quantities yet to be done.

Q. Have you got that?—A. If not I can produce it. Mr. McLeod made that.

Q. Do you know the amount?—A. No; but the documents will speak for themselves.

Q. Well, after all this is done, what would it require to bring that 73 miles of road up to the standard of the Intercolonial?—A. It would cost considerable, but the 43 miles will be up to the standard.

Q. You have no idea then what the 73 miles would cost?—A. No.

Q. You have no idea what the 43 miles cost?—A. Not beyond the estimate.

Q. Surely Mr. Kingsford gave the quantities and amounts. Is it not in the department?—A. No; I will produce all his reports.

*By Mr. Borden :*

Q. He gave no data?—A. No; he is just there to see it is done.

*By Mr. Haggart :*

Q. What are his instructions; to see it is done up to what?—A. Up to the standard of the Intercolonial.

Q. What standard is that?—A. As it exists at the present time.

Q. Does the engineer know what that is? Has he no specific instructions as to grades, curvatures, etc.?—A. Yes.

Q. Was this estimate of one million three hundred and sixty-five thousand (\$1,365,000) furnished me, or that of \$1,535,000 to bring it to the standard of the Intercolonial?—A. I do not think so.

Q. Are you sure?—A. My estimate was not based on that.

Q. Under the contract with the Government at present is it to be up to the standard of the Intercolonial?—A. Only the 42 miles.

Q. The rest of it is not?—A. No.

Q. Was this 42 miles in this estimate up to the standard?—A. No.

Q. What would the difference be in cost?—A. I could not say.

Q. You can give us no information?—A. Well I might prepare it.

*By Mr. Powell :*

Q. Was not your object in preparing this estimate for the then minister to see what it would cost to build a road that would be part of the Government system of the country?—A. Yes.

Q. And your idea would not be to have a road that was less practical in efficiency than the Government system of the country?—A. I estimated it according to the way it was to have been constructed under the subsidy.

*By Mr. Haggart :*

Q. Now, Mr. Schreiber, was the 72 miles completed on that road up to the subsidy?—A. I think it was.

Q. Did your estimate not include a reduction of the gradients of that road?—A. I do not think so.

Q. Where the gradients greater than those given here (Exhibit No. 1)?—A. No, I think not.

MR. SCHREIBER.

## Drummond County Railway Inquiry.

Q. Did I not ask you what was the expenditure to be put on the 72 miles? I see here that between Drummondville and St. Leonard the steepest grade was 63 feet to the mile according to this statement (Exhibit No. 1). Was there not steeper gradients?—A. No; after it is finished there will not be over 52 feet gradients.

Q. What will there be on the bridge crossing the road there?—A. I should have said 63 feet. That estimate was on 63 feet grade; there is no doubt about that.

Q. You did not estimate at all then for deducting out the steepest grade?—A. No, not on that.

Q. Where is St. Leonard?—A. At the junction with the Nicolet branch.

Q. The distance from St. Leonard to Chaudière is 70 miles?—A. Thereabouts.

Q. Was there not a steeper gradient than 63 feet on that when the road was completed under the subsidy?—A. Well, I do not remember that there was.

*By Mr. Borden :*

Q. The annual report gives as the steepest gradient 69 feet?—A. At all events this is the basis of that estimate.

*By Mr. Haggart :*

Q. I am endeavouring to show that between St. Leonard and Chaudière there was a gradient of over 70 feet, and that you are calculating on 50?—A. I am calculating what is there.

Q. That is different from the subsidies paid?—A. I am calculating on this.

Q. If there was a steeper gradient than 60 or 69 feet between St. Leonard and Chaudière, you are not calculating on a road on which a subsidy was paid?—A. I am not calculating it as steep as that.

*By the Chairman :*

Q. That is not the road the Government has to-day?—A. No.

*By Mr. Haggart :*

Q. Then if there is a steeper grade than 53 feet between St. Leonard and Chaudière, it is not a road upon which the subsidy was paid?—A. That would not be if there is such a grade, because it is based on the grade shown there.

Q. Then this estimate is calculated on this gradient, not on the grade the subsidies were paid on?—A.—I do not remember any greater grade than is based on what you see there.

Q. Do you remember a conversation I had with you in reference to a bridge crossing a river near the terminus of this road?—A. No; what is the name of the bridge? I remember two bridges—one at Drummondville and another; these are the only two I remember.

Q. Near the terminus of the road?—A. I have never been on the road.

Q. The statement has been made to me that the gradient going up to a bridge was about 90 feet, and required to be reduced?—A. I do not remember the conversation, but I think you wrote a letter to some one, stating that the subsidies could not be paid until some grade was reduced. If there is such a letter, we can produce it. I do not remember any conversation, but I think I remember a letter you wrote to the company to that effect.

Q. There have been reductions of the gradients of the road on the 72 miles?—A. Yes, there have been.

Q. Was one of them the heightening or the lowering of the bridge?—A. I think it was the heightening of the bridge.

Q. Do you know where that is?—A. No, I could not remember now.

Q. Have you seen the gradient?—A. No, I have not seen the place. I think I could produce a letter from you to somebody, saying that the subsidy would not be paid until some gradient was lessened; I do not remember any conversation.

Mr. SCHREIBER.

Q. Now as to the details in that estimate of \$1,535,500 (Exhibit 18,) how much of the road was completed in this estimate?—A. seventy-two miles were completed.

Q. In this estimate, how much was required to complete the 72 miles which were included?—A. Well, but this estimate is for a road assuming that nothing has been done. That is not for the completion of the road. It is the cost of the road—to complete it.

Q. I asked you the last time you were here if you had made an estimate of the 72 miles as completed and the amount required to complete it between the 72 mile point and Chaudière?—A. Is it not there? No, this is 27 miles short of the end of the road. Moose Park is where the 42 miles end.

Q. Furnish the information next time. I want to know what the value of the 72 miles is of the road that is completed?—A. You want it from Ste. Rosalie to the St. Leonard end of the 42 miles?

Q. Then I want the amount of money required to bring it up to the contract with the Intercolonial Railway or with the Government.—A. These 42 miles?

Q. The 72 miles—what it would cost to complete it; then I want the amount it would cost to complete the road under the contract with the Government from the terminals to Chaudière Junction. Was there any officer in your department who made an estimate and went over the road and reported as to the standard and requirements to bring it up to the Intercolonial—to bring the 42 miles up to the standard of the contract?—A. Yes. Mr. MacLeod and Mr. Kingsford.

Q. Did Mr. Pottinger go over it?—A. Yes.

Q. Did Mr. Archibald go over it?—A. I do not think so.

Q. Did he not go over it at my request or your request?—A. I do not think it.

Q. Did Mr. Archibald make an estimate of it?—A. I do not think so. I never heard of any. I do not think he has been over it even.

Mr. J. N. GREENSHIELDS being sworn gave evidence as follows:—

*By the Chairman :*

Q. Will you state the facts connected with the negotiations between you and the Government and the charge which has been made in the House or the insinuations which have been made that you had advanced money to Mr. Tarte in connection with *La Patrie*?—A. In regard to the *Patrie* statement I may premise by stating that in no instance was one single dollar either directly or indirectly of the Drummond County Railway Company or of my own given to Mr. Tarte himself or to his sons or to the *Patrie* or to anybody else. Mr. Tarte had discussed, in fact we had for two years discussed the advisability of getting a French Liberal journal in the city of Montreal. He telephoned me one day from Ottawa that he had started to negotiate—I was acting at that time as his solicitor in connection with the Grenier trial and a libel suit that Richard White of the *Gazette* was interested in.

*By Mr. Borden :*

Q. I did not hear what you said Mr. Greenshields?—A. I was acting at that time as solicitor for Mr. Tarte, and he telephoned from Ottawa stating that negotiations had been opened with Mr. Beaugrand for the acquiring of the *Patrie* newspaper, and asked me to represent his sons as their lawyer and continue the negotiations with Beaugrand. I saw Mr. Beaugrand, and the price at which Mr. Tarte wished to secure the paper was not that at which Mr. Beaugrand was prepared to sell. Mr. Tarte came down to Montreal a couple of days after he telephoned me. Mr. Beaugrand was pressing for an answer, stating that he had to go south for his health. Mr. Tarte came to Montreal and to my office, and asked me to accompany

Mr. GREENSHIELDS.

## Drummond County Railway Inquiry.

him to Mr. Beaugrand's house, he being sick, to continue the negotiations for the purchase of *La Patrie*, we being accompanied by his two sons. On the way Mr. Tarte said to me: "Now I want you to be particular regarding this matter, if we come to terms as to price, and see that things are done legally and that there is a proper transfer of the capital stock." We went to Mr. Beaugrand's, but could not see him just then, and went back in the afternoon. Mr. Beaugrand wanted one price and naturally they wanted to pay a lower price. About 5 in the afternoon they agreed to a price. The books were brought and Mr. Beaugrand's brother, who was secretary of the Company, came up and the transfer of the stock was made. The sum of \$20,000 required to be paid before making the transfer. Mr. Tarte, at that minute, it being after banking hours, asked me to give my cheque instead of his son's, saying "Mr. Beaugrand might refuse my son's cheque, as I cannot get it marked now, and I will see you are covered for this \$20,000 in the morning." I gave him my cheque for \$20,000 on the Canadian Bank of Commerce and it was covered part that afternoon and the rest next morning. It was deposited by me in a special account in the Bank of Commerce, and the cheque presented through the Clearing House. It was paid, not from me or the Drummond County Railway, but handed to me by Mr. Tarte's sons, and I do not know where they got it. Mr. Tarte gave me \$5,000 that afternoon and his sons gave me the other \$15,000 next morning in \$5,000 cash and \$10,000 in their cheque on the Hochelaga Bank, which can be verified. This is the whole story of *La Patrie*, of which we have heard so much.

In answer to the second part of your question, referring to negotiations with the Government for the purchase of the road, Mr. Wainwright asked me to go to Ottawa. I think the first official interview I had for the sale of this road with the present Government or any—because I had no interview with the other Government—was one time when Mr. Hays, Mr. Wainwright and I came to Ottawa, after the return of Mr. Blair from the coast. I conducted the negotiation for the leasing of this road with Mr. Blair alone. I did not discuss the terms of the matter with any other Minister of the Crown. It has been stated that Mr. Tarte had to do with it. He had nothing to do with it. No part in these negotiations were between Mr. Tarte and myself. They were entirely with the Minister of Railways, and at no time did he, or any other Minister, suggest that the Drummond County Railway Company should contribute one cent to an election fund or for other purposes whatever, and as a matter of fact the Drummond County Railway Company did not contribute one dollar. The Drummond County Railway Company, since the Liberal party got into power, has not received a cent, not even a postage stamp, from the Dominion Government, except perhaps the subsidy for carrying the mail, received from the last Government. Mr. Blair never suggested an election fund and I never promised anything, directly or indirectly. No minister of the crown, no member of parliament, either Liberal or Conservative, has one dollar of interest in the road. The stock is owned by William Mitchell, William Farwell and myself. A portion of the stock, although it is all in our three names, now, about \$50,000, is owned by Mr. Mitchell's relatives, a brother and other parties; but as for any public man, no one, Liberal or Conservative, owns a dollar of interest, directly or indirectly, in the road, and never did, to my knowledge.

*By the Chairman:*

Q. Will you proceed with the negotiations with Mr. Blair?—A. We entered into a discussion as to the terms upon which the road could be acquired. I started out by offering to complete the road.

Q. Your agreement shows the results?—A. Yes, with this exception that I wanted to get more money than the government paid and we first asked \$100,000 rental. This was gradually reduced by Mr. Blair until he made the best bargain he could for the acquisition of the road. I came to Ottawa a number of times and discussed it alone with Mr. Blair and the results are to be found in the first contract laid before Parliament.

Mr. GREENSHIELDS.

Q. What has been the cost of the road up to the present time?—A. Well, I cannot tell you from memory the total cost. I have sent all the books, and the construction account will show exactly what the road cost. I had the figures from the secretary up to November 30 last, 1897. The construction account up to 30th November, 1897, shows the cost of the road at \$1,885,184.54, but there is to be added to that a sum of from \$200,000 to \$250,000 paid out in December and January on account of construction of the new portion of the line, 42 miles; so that in round figures the construction account, so far as I can get at it now, when we have paid the cost of the 42 miles and with the \$100,000 we are pledged to spend under the temporary lease will put the cost of the road at from \$2,100,000 to \$2,250,000. I cannot tell you the exact figures to a dollar, but the secretary will come here and tell you the exact amount.

Q. What is the Secretary's name?—A. Samuel Newton. We are prepared to put before the Committee every document or book that has ever been used by the Drummond County Railway Company.

*By Mr. Powell;*

Q. When was the Nicolet branch built?—A. I think it was the first portion of the road built. If not the first portion it was one of the earliest. You will understand that I was not in the Company when the Nicolet branch was built.

The Committee adjourned until Friday, March 18, at 11 o'clock, a.m.

# Drummond County Railway Inquiry.

HOUSE OF COMMONS,  
FRIDAY, 18th March, 1898.

The Committee met at 11 a.m.

Inquiry into expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada resumed.

The examination of Mr. J. N. Greenshields was resumed.

*By Mr. Borden :*

Q. You have spoken of the present ownership of the stock of the Drummond County Railway Company?—A. Yes, sir.

Q. What amount of stock do you own?—A. About \$230,000 of stock. There may be five shares one way or the other. The total stock is \$400,000.

Q. When did you acquire your stock?—A. At various times since 1893.

Q. Do you remember from whom you acquired it?—A. Well, the transfer book will show. I acquired it from a dozen people.

Q. The transfer books will show?—A. Yes, certainly. Mr. Newton has the books.

Q. Will they also indicate the date?—A. Yes.

Q. At what price did you acquire your stock?—A. At various prices.

Q. Will you please give us in detail the different prices?—A. Well, I don't know that it is a matter of interest to this Committee what price I gave. I paid par for some and for others less than par.

Q. Of course I put the question; you will have to use your discretion in answering, subject to the judgment of the Committee. I would like to know what the total cost of the \$230,000 has been to you?—A. Well, I bought the largest proportion of it at par. Some of it I paid for at less than par.

Q. Do you mean that you paid cash?—A. I mean that I paid cash at par.

Q. For how much?—A. For \$100,000, I guess probably \$120,000 of it.

Q. Would you have any objection to say whom you paid cash to?—A. I do not know that it has any bearing on the matter before this Committee. It was paid to the shareholders of the Company.

Q. I repeat the question as to the name of any person to whom you paid cash for this stock at par?—A. Well, there was stock bought from Mr. Fee at par.

Q. How much?—A. \$80,000 of it.

Q. Was that paid for in cash at par?—A. It was arranged for so far as he was concerned.

Q. I would like to have that explained?—A. Well, I raised the money and he was credited with it.

Q. When did that transaction take place?—A. The transfer book will show.

Q. Did you pay the cash to him?—A. Certainly, we assumed certain liabilities he had and paid him.

Q. Then it was not a payment in cash?—A. Well, if you owed the bank and your liability to the bank was assumed would that not be paying you?

Mr. GREENSHIELDS.

Q. Then you assumed liability for the amount of \$80,000?—A. No, he did not owe \$80,000. We paid his liability and the balance he got.

Q. How much did you pay?—A. I said \$80,000.

Q. I understood you to say that you paid him the \$80,000?—A. No, I said that we assumed \$80,000; a portion of it was an assumption of his liability.

Q. How much?—A. About \$40,000.

Q. I do not quite understand it. You purchased \$80,000 of stock from Mr. Fee, and you paid for that partly by an assumption of liabilities and partly by cash—is that right?—A. Yes.

Q. How much did you pay by an assumption of liability?—A. \$30,000, or \$40,000.

Q. And the balance was paid in cash?—A. I don't know if all the balance was paid in cash. I think we owe him a portion of it yet. He got a portion in cash and he is absolutely disinterested.

Q. How much of it was paid in cash?

MR. CARROLL:—I think we are going a little too far.

*By Mr. Borden:*

Q. Could you say what portion of it was paid in cash?—A. I could not exactly at the moment; I could get the figures if you want it.

Q. You could not say?—A. No.

Q. That accounts for \$80,000; the remaining \$150,000 which you own was acquired at what price?—A. Well now, I am not going into the details of it; suffice for me to say that every share of that stock I or my associates got in this railway we have paid for at one price or the other and no one has any interest in it except as I have explained here.

Q. I was merely asking for information as to the remaining \$150,000?—A. I think you might as well ask me what I paid for my groceries as what I paid for stock, so far as this investigation is concerned.

Q. Well, you gave me information as to some of the stock that was bought at par; could you not give me information about the rest of it?—A. Well, I do not think so.

Q. Then we are not to have any information about the other \$150,000 of stock?  
The CHAIRMAN:—He declines to answer.

*By Mr. Borden:*

Q. As I understand you to say the transfer books will show in every instance the persons from whom your stock was acquired?—A. Yes.

Q. As for these persons you do not care to say who they were?—A. I do not object, but the transfer book is here.

Q. Now, Mr. Greenshields, would you be good enough to tell me who the other proprietors of stock in this railway are at the present time?—A. I think I said when last before the Committee they were William Farwell, William Mitchell and myself; that we had in our names the entire capital stock of the Company, but of that entire capital stock \$50,000 of it belongs to some of Mr. Mitchell's relatives. I won't be sure of the exact amount but it is in that vicinity.

Q. So far as the balance of the \$230,000 you hold is concerned is that all held in your own right?—A. No. That \$230,000 of stock and what Mr. Mitchell holds and the stock Mr. Farwell holds is held on joint account for us all, with the exception of the odd \$50,000 that belongs to Mr. Mitchell's brother and some relatives. In other words \$350,000 is held by three of us.

Q. And are you interested in equal proportions?—A. Yes. May be there is \$10,000 more to Mr. Mitchell's credit, but practically it is in equal proportions.

Q. Do you remember to what extent you were interested in 1894; were you interested in the same way as now?—A. No.

Q. Your interest was somewhat less at that time?—A. Yes.

Q. I think you held \$50,000 at one time in 1894?—A. Yes.

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Q. Was a gentleman by the name of C. Church interested at that time?—A. Yes, sir.

Q. And G. H. Church?—A. Well yes, I think that is Charles Church's son.

Q. And J. E. Church?—A. Well, now, I cannot tell you. Church was president then and held, to my recollection, \$30,000 of stock; whether all in his name or a portion in his son's name I do not know.

Q. G. H. Church and J. E. Church were probably sons?—A. Yes, I have no doubt.

Q. Mr. Mitchell was interested then?—A. Yes.

Q. In the same measure?—A. Yes, exactly.

Q. And James Mitchell?—A. Well, he is the one interested in the \$50,000 as a relative of William Mitchell.

Q. The same I presume was true of David Mitchell?—A. The same.

Q. Thomas E. Fee was interested?—A. Yes.

Q. And Samuel Newton?—A. Yes.

Q. And W. Watts?—A. Yes.

Q. And William Farewell?—A. He was.

Q. Were any others interested in 1894 besides these?—A. I could not tell you.

Q. You don't remember?—A. No; the stock ledger will show that.

Q. Do you remember in 1894 executing a power of attorney or so called option for the sale of this road, about the 16th July, 1894?—A. Have you a copy of it here?

Q. I have.—A. Do you intend to file this, Mr. Borden?

Q. I do propose to file it.—A. All right, I want to have it marked so that I can identify it.

Q. Will you read it?—A. I will certainly. It is as follows:

### (EXHIBIT No. 20.)

For and in consideration of the sum of one dollar to each of us in hand paid by William Farwell of Sherbrooke, P.Q.:—

We, and each of us hereby give to said William Farwell, a thirty days' option in which he may pay to us the round sum of \$500,000 for which sum if paid within 30 days we agree to sell, transfer and deliver to him or his assigns the Drummond County Railway both main line, branches, sidings, rights of way, stations, other buildings, rolling stock, tools, franchises, charters, bonuses, subsidies, and appurtenances whatsoever exactly as the whole property stands and is.

We undertake to transfer to him the whole capital stock, both issued and unissued, also the whole of the bonds, both issued and unissued, after cancellation, and to deliver the property to him free from all debts, liens, mortgages, and encumbrances whatsoever, and to defend him from all claims that may thereafter be preferred arising prior to the transfer.

We declare that the right of way has been paid for and deeded to the company on the whole line from Ste. Rosalie to Ball's Wharf and from St. Leonard as far as the track is laid towards Chaudière Junction, with the exception of certain small pieces which we undertake to pay for and cause to be deeded to the company, the whole for and in consideration of the sum of five hundred thousand dollars.

The total capital stock authorized is sixty-five hundred (6,500) shares of one hundred dollars each.

The total capital stock issued and delivered by the company is four thousand (4,000) shares of one hundred dollars each.

The total bond issue authorized is one million (\$1,000,000) dollars and the bonds issued and outstanding amount to one million dollars which is held by the Eastern Townships Bank as security for an advance of one hundred and seventy-five thousand dollars (\$175,000) or thereabouts.

Mr. GREENSHIELDS.

The right of way which we will transfer is 66 feet over the whole road with the exception of certain sections which is only 40 feet, say in all about two miles, and also a portion of the right of way is 99 feet, say from six to eight miles.

Witness our hands in the city of Montreal, this 16th day of July, A.D. 1894.

	Shares.
(Signed) C. CHURCH .....	601
G. H. CHURCH, per C. C .....	100
J. E. CHURCH, per C. C.....	100
WILLIAM MITCHELL .....	800
JAMES MITCHELL.....	92
DAVID MITCHELL.....	92
THOMAS D. FEE.....	800
J. N. GREENSHIELDS.....	500
SAMUEL NEWTON.....	93
W. WATTS.....	322
WILLIAM FARWELL.....	500
	4,000

Witness :  
J. G. GLEN.

I hereby assign and transfer all my rights to above option of purchase of Drummond County Railway, etc., to Hugh Ryan, Contractor, Toronto, Ont.

(Signed) WM. FARWELL.

Witness :  
WILLIAM MITCHELL.

This is only a copy. Mr. Farwell called a meeting of the shareholders of the Drummond County Railway Company about the time that this document was signed. He said to us that he was then negotiating or was about to open negotiations through Mr. Hugh Ryan, with the Conservative Government for the purchase of the Drummond County Railway and that the negotiations were conducted on the basis of the leasing of the road for \$100,000 per annum to be completed through to Chaudière or the payment to the company after completion at the rate of \$17,500 a mile. He said: "I must have a complete assignment of the stock of the road so that it will be entirely controlled by me. This assignment I propose to give to Mr. Hugh Ryan who is to conduct the negotiations." A subsequent agreement was made by which if the road was leased for \$100,000 rental or sold for \$17,500 a mile after it was completed through to Chaudière, the cost of the completion was to be deducted out of the difference between \$500,000 and the price received and the total amount remaining was to be divided into three portions, one portion to go to Mr. Farwell and two-thirds of the difference to Mr. Hugh Ryan and his friends, and the one third going to Mr. Farwell was to be added to the \$500,000 which was to represent the real purchase price of the road to the shareholders.

*By the Chairman :*

Q. Was that agreement drawn concurrently with the option?—A. Yes, about the same time.

*By Mr. Borden :*

Q. Was that agreement in writing?—A. Yes, this agreement is in writing with Mr. Farwell. Mr. Farwell has copies on the lines which I have just indicated. In other words if the arrangement had been carried through on the basis of \$500,000 and of the division as I have said the shareholders of the Drummond County Railway would have received infinitely more for the road than they now propose to

Mr. GREENSHIELDS.

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receive under the present arrangement with this Government, because the road was not completed through to Moose Park in 1894. We had only begun the construction and there were some 28 miles of the road to Moose Park and 42 beyond that making about 70 miles more to complete at the time the option was given than there is now.

Q. The document which you have stated was drawn concurrently with this is with Mr. Farwell?—A. Yes, sir.

Q. Do I understand that the shareholders were to receive nothing more than \$500,000?—A. Certainly, the shareholders were to receive the difference. For instance to illustrate if the road were sold on a cash basis for \$2,500,000 which it would bring if you calculate it at \$17,500 per mile, out of that \$2,500,000 was to be deducted the cost of the construction to complete the road through to Chaudière; and they were to get subsidies from the Conservative Government at Ottawa on the road to Chaudière which were to be added to the purchase price. From that was to be deducted the cost of construction and the difference divided into three pieces, one-third to go to the shareholders in addition to the purchase price of \$500,000.

*By the Chairman:*

Q. And the other two-thirds?—A. Mr. Hugh Ryan was to get them.

Q. They were to go into the fund?—A. I do not know where they were to go.

*By Mr. Borden:*

Q. How many miles of the road had been completed at this time?—A. We had then I think only built to St. Leonard. Towards the end of July we had begun the extension of the road to Moose Park, but there could have been but very little built at the time this option was given.

Q. Could you give a general idea as to how many miles had been built on the 16th July, 1894?—A. I could not. I think the construction of the 28 miles was begun in the spring of 1894.

Q. Twenty-eight miles from where?—A. From Moose Park up.

Q. Had the road been constructed to Moose Park at that time?—A. No, sir, Moose Park was the lower end of the road and the 28 miles, I think, ran from St. Leonard, down.

Q. How was the road commenced from Drummondville to St. Leonard and then to Nicolet?—A. Yes.

Q. Which portion was built next?—A. The St. Hyacinthe end was built next towards Ste. Rosalie.

Q. From Drummondville towards Ste. Rosalie?—A. Yes.

Q. Had the road from Ste. Rosalie to St. Leonard and thence to Nicolet been completed?—A. I think it had, I am not sure about one 28 miles. Mr. Newton is here and perhaps he can say. Under the construction of 1894 the road was built from Ste. Rosalie to Drummondville and from St. Leonard to Nicolet and we began the construction in 1894 of the additional 28 miles to Moose Park. At the time this document was written we had commenced the construction of the 28 miles.

Q. Do you know how much of the 28 miles had been constructed?—A. No, I could not tell you; they may have been working all over the line.

Q. Was this \$500,000 intended to represent the road as completed to any particular place?—A. It was intended to represent the road, plus the third which we would get out of the deal when completed, as it would exist at the end of the thirty days for which the contract was made.

Q. Between 1894 and 1897, did you have any negotiations for the sale of the road?—A. Oh yes; Mr. Farwell continued the negotiations with the Government up to the spring of 1896.

Q. Did you have any other negotiations with any other person or corporation other than the Government?—A. Not that I know of.

Mr. GREENSHIELDS.

Q. There was no option given to any other railway company?—A. Not in 1894. We had negotiations with the Grand Trunk Railway Company, but that was previous to 1894.

Q. Were those negotiations in writing or oral?—A. I think they were in writing.

Q. What part of the road was completed then?—A. The Nicolet and Drummondville, I think.

Q. The negotiations with the Grand Trunk were not carried through?—A. No.

Q. You say they were in writing?—A. Yes.

Q. Are they in your possession or that of the secretary of the company, or are they in existence?—A. I do not know. I think the Grand Trunk Company probably have a copy of the arrangement. I do not think that we have it. I will look and see.

Q. I suppose you do not remember the purport of them?—A. I could give them briefly. I am not sure about the figures. The arrangement with the Grand Trunk Railway Company was that we would lease the road to the Grand Trunk, they to operate the road; and they guaranteed the interest on the first mortgage bonds to the extent of four or five hundred thousand dollars. They then gave us a certain percentage of the gross earnings of the road to be applied towards the payment of interest on second mortgage bonds, and I think the total bond issue was to be \$1,000,000, but I am not sure about that, for this was a number of years ago, previous to 1893, and I have not seen the contract since; I am not sure, but the first mortgage bonds were considered by us to be perfectly good and as to the second mortgage bonds the gross revenues were pledged towards the payment of them and we considered them worth a certain amount of money.

Q. Did you consider the Grand Trunk offer?—A. We not only considered it, but an agreement signed by Mr. Sergeant for the Grand Trunk Railway Company and by our company was executed and sent over to the London Board for ratification, but just at that time Sir Henry Tyler had his difficulties with the board and the thing did not go through, but it was actually completed and signed by the board here.

Q. If it went as far as that you must have documents?—A. I am sure, and if not then the Grand Trunk people will have them.

Q. Your bonded debt at the present time is how much?—A. \$1,000,000.

Q. Held by whom?—A. By the Eastern Townships Bank as security for sums advanced to us.

Q. For what amount?—A. I decline to say, because I do not think that it is of any interest to the public to know what our private company's relations with the bank or with any other creditor because we owe other people.

Q. You would have no objection to stating the floating debt of the company outside of the bonded debt?—A. The returns would show that, I suppose. I do not know what the last return was. The floating debt is not outside the bonded debt.

Q. The bonds are hypothecated to secure that?—A. Yes.

Q. The floating debt would include the amount due to the bank?—A. In the returns to the Government it includes the entire debt of the road.

Q. The bonds are pledged to secure the floating debt?—A. There is only one bond.

Q. Secured by a mortgage on the undertaking, I suppose?—A. Exactly.

Q. Besides the negotiations for the sale or lease of the Drummond County Railway to the Grand Trunk Company had you negotiations at any time with any other railway company or person for the sale of the road?—A. Oh well, we had negotiations with several people who, I think, called and asked us about buying the road.

Q. Did you give any powers of attorney or options to any other person or corporation?—A. Not that I recollect at the moment; we may have.

Q. Do you remember who were the persons or corporations with whom you had these negotiations?—A. Well, the United Counties Railway people. Mr. Maze was over in the old country and cabled to me about selling the road.

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Q. What date was that?—A. I am not sure. It was before the extension.

Q. Did you give him any written option?—A. I do not know; I exchanged cables with him. He wanted to bring about an amalgamation of the United Counties and the Drummond County Roads and float some bonds in England, and he wanted to know at what price we would let our road go in.

Q. Did you state any price?—A. I think I said that if we entered into an amalgamation of the two roads it would only be on a cash basis. I think we afterwards cabled him that for \$700,000 we would transfer the road to him.

Q. What year was that in?—A. I think in 1893; at all events it was before we had begun these 28 miles of construction. The road is completed from Ste. Rosalie to Nicolet, and, it was not in the condition it was in now. We had spent on construction a considerable amount of money, and he was to pay the amount we had expended.

Q. Could you produce copies of the cables?—A. I do not think I could.

Q. Where does Mr. Maze reside?—A. In Montreal.

Q. Do you not keep letter books?—A. If I have the cables I will look them up.

Q. I suppose you have no objection?—A. Not the slightest in the world.

Q. You will look them up and let us have them?—A. Yes.

Q. What was the date?—A. It was in 1893 or 1894.

Q. You do not remember what season of the year it was?—A. No.

Q. Besides these particular transactions do you remember any other?—A. No.

Q. Do you say there was no other?—A. So far as I know there was no other.

Q. Do you say there was no other?—A. So far as I know there was no other.

Q. Up to the 30th June, 1894, do you know the actual cost of the road?—A. I do not; the books will show exactly. The accounts are made up to the 30th June in each year and you will get it right.

Q. Was this option that has been put in evidence extended?—A. Yes.

Q. For what period in all?—A. It was extended right up to 1896 from time to time. There may have been modifications of it afterwards.

Q. Was it extended in writing?—A. I think so.

Q. Have you copies of the extension of the option?—A. Mr. Farwell will have them. Mr. Farwell was conducting entirely the negotiations and I don't know what he did, who he saw or what was done, except in the outline I have given you.

*By Mr. Powell:*

Q. Just a question as a matter of explanation. The total stock was 6,500 shares?—A. No, the total issue was 6,500 shares, but 2,500 had never been taken up and was cancelled.

Q. I see the authorized issue is \$400,000?—A. Yes; at the inception the authorized issue was 6,500 shares, 2,500 not being subscribed and not having been taken up were cancelled, so that the total issue was only \$400,000.

Q. Then, instead of 400 shares it is 4,000? Well, I meant that; it was a slip of the tongue to say 400.

Q. Did you participate in making returns in any way to the Government?—A. I have nothing to do with them.

Q. I see by the returns for 1894 that up to June, 1894, the total mileage is given at 82.81 miles, and the total mileage at the end of the 30th June following was 90 miles. So, instead of there being 28 miles to construct, if the returns were correct, there were only seven?—A. If the returns are correct, yes. They had completed then a certain portion from St. Leonard on, but I didn't go over the road. You can get that exactly from the books.

Q. The returns were given under oath?—A. I suppose so.

Q. And on the 30th of June there were only seven miles to complete?—A. I suppose so. Have you the return there?

Q. Yes, I have. Here it is if you would like to look at it.—A. Yes, but I would like to see when the returns were put in. That return might have been put in in July, August or September, after the road was completed. For instance, this year our returns were put in late.

Mr. GREENSHIELDS.

Q. That is dated the 30th of June?—A. That is an extract from our return. But if put in in September, after the road is completed, it would show the full mileage.

*By Mr. Borden :*

Q. But would not the return relate to the year ending June 30th?—A. I could answer that better if we had the return before us, as I didn't make it.

Q. What was the latest date on which you acquired a transfer of any stock for yourself?—A. I could verify that in two minutes, the transfer book is here. It was last spring, since the 1st of January.

Q. Since the 1st of January when?—A. Since the 1st January, 1897. But remember, I had an option on that stock for a considerable time before that.

Q. But this stock you have acquired since January 1st was stock bought at par?—A. Yes.

Q. When you state you paid par you state that as the outside limit?—A. Well I bought stock as cheap as I could.

Q. You bought none above par?—A. I do not know.

Q. You would not be such a fool as that?—A. Well I cannot say. A man might want to buy stock to get a controlling interest or for some other purpose.

*By Hon. Mr. Blair :*

Q. Mr. Chairman, I would ask the privilege of putting a few questions to the witness. Mr. Greenshields, you have said that these negotiations under the option referred to, or the renewal of it, continued until the spring of 1896?—A. Yes, sir.

Q. Can you recall, or do you know, whether any other person was intermediary between the Government and the company except Mr. Farwell?—A. I think Mr. Rufus Pope was.

Q. When did Mr. Pope come into the business?—A. Well now Mr. Blair, I cannot tell you that, because Mr. Farwell is the principal one that we had to deal with.

Q. Well how long did Mr. Hugh Ryan continue to be the go-between?—A. I think Mr. Ryan continued to be go-between the Government and company till some time in the spring of 1896. He continued from time to time, but I may say this, Mr. Blair, that at no time was this road ever offered for sale to the Government at \$500,000 or anything like it.

Q. There was always the collateral understanding about the division of the difference between the figure obtained and this sum?—A. Certainly.

Q. You can offer us an explanation why nominally \$500,000 was put in?—A. Understand that it was Mr. Farwell who came to us and said: "I have got to show something that I have absolute control of this road, and for that purpose I must have the signature of all the shareholders so that no question can be asked beyond me," and we considered that there was no question that it would facilitate the division of the profits if a fixed price was agreed upon?

Q. Between Mr. Farwell and the shareholders?—A. He said it was absolutely necessary to have a fixed price as a basis in the event of a sale.

Q. Then the \$500,000 was first to come out of the profits of the sale to the Government?—A. The arrangement was this, that if the road was sold by lease to the government and the lease realized on, that to that should be added—

Q. To what?—A. To the price of sale.

Q. That is the \$500,000?—A. The net price at which the road was sold to the Government. Suppose it was sold for \$2,500,000, then to that was to be added the subsidies that would be received on the extension of the line and from that was to be deducted the cost of the construction of the line to Chaudière, and the difference between that and \$500,000, the amount of this option, was to be divided in thirds, one-third to go to Mr. Farwell to be added to the \$500,000 and divided among the shareholders.

Q. And the balance?—A. Well, I suppose Hugh Ryan was to get it.

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## Drummond County Railway Inquiry.

Q. Now do I understand you to say, Mr. Greenshields, that the result, if the negotiations had closed with the government, would have been financially a better one for the Drummond County Railway than the arrangements you have made with the Government to-day?—A. Undoubtedly it would have been.

Q. Now do you recollect was there anything in the option or understanding between the Government or whoever was representing them, Mr. Ryan or Mr. Pope, and Mr. Farwell with regard to the option dropping in the event of the election going against the Conservative party? Do you recall anything?—A. Well, I think that they said that in that event—at the time of the last option in the spring of 1896, I don't remember the date, it was said that they should surrender the option not later than the 1st of September following. But they must have a copy of that.

Q. I would like to ask you whether there was anything which you recollect in writing?—A. I think there was a provision in the option that in the event of the Conservative party being defeated at the polls they would surrender the option.

*By Mr. Morrison :*

Q. Is the Mr. Rufus Pope you mentioned the member of Parliament?—A. Yes.

Q. Who is Hugh Ryan?—A. He is a contractor in Toronto, I believe.

Q. Do you know anything about his political leanings? Is he a Conservative?—A. I do not know as a matter of fact; I think he is a Conservative but Mr. Haggart will probably know.

*By Mr. Borden :*

Q. In view of the cross-examination which Mr. Blair has made I would like to know whether you have made any statements of these facts to Mr. Blair or any one else before coming here?—A. I do not think I made any statements. I think Mr. Blair may have seen Mr. Farwell about the thing.

Q. You made no statement?—A. No. You see I was not a party to this negotiation at all. I saw these conditions of course at the time I signed them. I know what Mr. Farwell told me; I do not know whether he ever had personally any negotiations with the Government except what he says.

Q. In regard to this dropping of the proposal as Mr. Blair suggested?—A. That is in the option itself.

Q. In regard to the Conservative party being defeated, is that in the option?—A. Yes, in the copies of this one which Mr. Farwell has.

Q. And which you are going to produce?—A. I am not going to produce anything; you may have him here and examine him.

*By Mr. Powell :*

Q. Have you no copy of it?—A. I have no copy of it, but Mr. Farwell should have a copy of it.

*By Mr. Borden :*

Q. Did you have any personal negotiations under it?—A. No.

Q. With Mr. Ryan?—A. I never saw him about it. Anything I know is what was stated and the representations made to us at the time we signed this option. We had confidence in Mr. Farwell; we knew that he would carry out what he said and knew that a one-third interest of the three-thirds would go to the shareholders to supplement the purchase price.

Q. Were the facts outside of the written option so communicated by Mr. Farwell?—A. Yes.

Q. Did you have any personal negotiations with the Government?—A. None whatever. They would not have discussed this matter with me at the time.

Q. Am I correct in understanding that your negotiations were altogether with Mr. Farwell?—A. I had no negotiations with Mr. Farwell other than merely giving

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the option on the basis I have explained to you. Mr. Farwell was the person through whom the company acted in their negotiations with the Government if they had any negotiations with the Government.

*By Mr. Haggart :*

Q. Did Mr. Farwell state to you that he had any negotiations with the Government or any member of the Government?—A. Mr. Farwell said that he had transferred the option to Mr. Ryan and that any negotiations with the Government were to be carried on through Mr. Ryan. I do not think Mr. Farwell personally told me that he had seen any members of the Government. That is my recollection of it at the time.

*By Mr. McIsaac :*

Q. What is Mr. Farwell's politics?—A. Mr. Farwell is the organizer of the Conservative party in the Eastern Townships.

*By Mr. Borden :*

Q. You are a Liberal, Mr. Greenshields?—A. I have been all my life.

Q. And a pretty warm worker?—A. I have done what little I could for the good old party, you know.

Q. Do you think that it is only a little that you have been able to accomplish?—A. My modesty would probably prevent me from putting any other construction on it.

Q. Coming down a little further, as I understand, you made the purchase of *La Patrie* newspaper for Mr. Tarte or for Mr. Tarte's sons?—A. I did not say so.

Q. Would you say for whom you made it?—A. I did not make it for anybody.

Q. For whom were you acting as solicitor?—A. For Mr. Tarte's sons and for Mr. Tarte. I had been acting for him in other cases.

Q. Whom do you understand were the purchasers of *La Patrie*?—A. Mr. Tarte's sons.

Q. You gave your own cheque, I think you said?—A. Yes.

Q. On what bank?—A. I stated it there, the Bank of Commerce.

Q. The transaction was closed that afternoon?—A. Yes.

Q. You were covered for part of it the same day?—A. Yes.

Q. By \$5,000 received from Mr. Tarte?—A. Yes.

Q. Was that received in cash?—A. I think it was.

Q. Have you any doubt about that?—A. I have no doubt about that.

Q. I do not want to inquire into your personal affairs but were you in funds in the Bank of Commerce to that amount at that time?—A. No. I was not; that is why I told you that I gave my cheque. I said to Mr. Tarte "You must cover this cheque before it goes through the clearing house in the morning."

Q. Is the Bank of Commerce your regular bank?—A. I have several, but that is one.

Q. You were covered for the balance of the amount next day?—A. I was covered for the balance of the amount before the cheque went through the clearing house at twelve o'clock the next morning. I was covered by cash. I got a cheque on the Hochelaga Bank for \$10,000 drawn by *Le Cultivateur* a paper run by Mr. Tarte's sons and \$5,000 in bills. I said "on the Hochelaga Bank" but Mr. Tarte corrects me and says the Banque Nationale. My impression was that the cheque was on the Hochelaga Bank.

Q. Next day you were covered as to the balance of \$15,000 by \$5,000 in bills and the cheque of *Le Cultivateur*?—A. Yes of the newspaper—I think so.

Q. Was the cheque on the Banque Nationale or the Banque de Hochelaga?—A. I said the Hochelaga Bank; I think it was the Hochelaga Bank that it was on, but Mr. Tarte says it was on the Banque Nationale. Perhaps it was; I do not remember. It is sufficient for me to know that I was covered anyway.

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Q. That is all you had to do with the payment of the price of that newspaper?—  
A. That is all.

Q. I want to read this statement, Mr. Greenshields:—"Mr. Greenshields had a cheque in his hand, not of his own money, but of the money of the party and he paid that cheque." Is that a correct statement of this transaction?—A. Whose statement is that?

Q. That is Mr. Tarte's statement?—A. I suppose what Mr. Tarte intended to say was that I was out of funds to pay for the paper. I had not to pay for the purchase of the paper.

Q. I direct your attention to it again: I understand this to mean that you had at that time money of the Liberal party to the extent of \$20,000. Do you understand that?—A. Knowing the transaction as I know it, I could not put any such construction upon it because the evident dominant idea in Mr. Tarte's mind at the time he made that statement to Parliament was that this money was not supplied by me. Whether he gave me the money an hour before I drew the cheque or whether he or his sons gave it to me two or three hours after I had given my cheque it is so far as he is concerned of little importance, because the facts remains that I was put in possession of funds with which to pay the cheque and it seems to me that this is the meaning which the speaker had in his mind when he made that statement.

Q. To any person not familiar with the facts as you are, would not Mr. Tarte's statement bear the meaning I have suggested?—A. I am not here to give opinions; you cannot get three men to read the Bible and put the same interpretation on it.

Q. Had you any money of the Liberal party in your hands at that time?—A. Well, I am not going to tell you that.

Q. You say that you had not this money in the bank at the time?—A. You asked me if I had \$20,000 of my own money in the Bank of Commerce at that time and you put the question in such a nice way that I told you that I had not \$20,000 of my own money.

Q. Did you use any of the party's money to make this purchase?—A. You cannot get an answer in that indirect way, because I told you I did not have \$20,000 of my own money at the time.

Q. Was the purchase price of this newspaper paid out of the money of the party in your hands or not?—A. The purchase price was paid in the way I have indicated. I have told you that at the time of giving the cheque, at the moment of giving the cheque, I had not the money to pay it and that it was covered by money given to me subsequently, and consequently it could not be paid out of the money of the Liberal party.

Q. That means that it was not paid by the Liberal party?—A. It means that I was put in funds to pay it. I did not ask where the money came from. Mr. Tarte is better able to answer where the money came from.

Q. Did you supply any portion of the cheque given to cover yourself—did any money pass out of your hands for that purpose?—A. Not a cent.

Q. To your knowledge did any money of the Liberal party go towards the purchase of that paper?—A. I do not know. I got the money in the way I told you. They will be able to tell you where they got it if they want to.

Q. Were you acting for the party or for Mr. Tarte's sons at the time?—A. I never yet received a retainer from the Liberal party and was acting at that time for Mr. Tarte's sons.

Q. Then it is not correct that you were acting as solicitor for the Liberal party?—A. I was the lawyer for Mr. Tarte and Mr. Tarte's sons.

Q. They are a part of it?—A. They are an element in it, and a considerable element, the same as you are in the Conservative party.

Q. In the purchase of that paper did you understand that Mr. Tarte's sons were purchasing for themselves or for the party?—A. I understood nothing.

Q. Have you any idea?—A. I did not ask any questions.

Q. Was it suggested to you that the purchase was for the Liberal party and not for Mr. Tarte's sons?—A. Well, the transaction was put through very quickly

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and we knew the paper would be Liberal. I knew the paper was not purchased to promote the interest of the Conservative party.

Q. What date did this purchase take place?—A. In the early part of February, 1897.

Q. At what time did you commence to negotiate for the purchase of the Drummond County Railway? A. Some time after Mr. Blair got back from the coast; the first interview may have been along the first week, in January, 1897.

Q. On what date were the negotiations completed?—A. Not until March. The contract was made in May. The serious negotiations looking to the sale of the Drummond County Railway to the Government were not had until along in March. We had a talk in a general way, but there was nothing of a definite character until March and the contract was not signed until May.

Q. The first interview was in January?—A. Yes, but only in a general way.

Q. Did the negotiations continue through February?—A. I may have seen Mr. Blair in February. I saw him very often.

Q. About this matter?—A. Certainly. The Order in Council bears date, I think, 13th March, I am not sure, but the matter was not closed until May.

Q. The general principle was first arrived at?—A. Merely the general principle.

*By Mr. Powell :*

Q. The matter was sufficiently far advanced to be announced in the Governor General's speech?—A. Yes.

Q. Which is something more than a shadow?—A. I looked at it as more than a shadow, but we cannot always tell what will happen.

Q. The speech from the throne referred to the negotiations as completed?—A. The speech will speak for itself.

Q. That is your recollection?—A. Well, I think it said the negotiations were completed. I did not prepare the speech, and I am not responsible for what was in it.

*By Mr. Haggart :*

Q. Had you any negotiations with the C.P.R.?—A. I never saw them or discussed it with them. I do not think we ever had negotiations with the C.P.R.

Q. Did you ever give a power of attorney or an option, or was there one to your knowledge to Rufus Pope with reference to the sale of the road?—A. Well, I do not know. If so he and Mr. Farwell were working together in it and whether there was one or not, I do not know.

Q. If there was one, it would be for the same sum?—A. I could not tell you.

*By Mr. Carroll :*

Q. The option produced this morning was the result of Mr. Farwell's representations to you and to the other shareholders?—A. Exactly.

Q. And explained to you?—A. As I have explained them exactly.

*By the Chairman :*

Q. Was the other agreement that you referred to respecting the appropriation of whatever purchase money might be obtained from the Government made at the time this agreement was made or subsequently?—A. I think probably subsequently, but I am not sure. I think it would be made between Mr. Farwell and the others. We were not parties to it. We took Mr. Farwell's statement to us that he was making arrangements by which one-third of the profits was to be added to the price.

Q. So this assignment of the stock was made to him?—A. Yes.

Q. Then there was an agreement between Mr. Farwell and Mr. Ryan?—A. Yes.

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Q. Mr. Farwell acting of course for the stockholders?—A. Acting for the shareholders.

*By Mr. Haggart:*

Q. Why did not the stockholders embody that in the agreement without having the other agreement? Why not add so much to the price?—A. I think Mr. Farwell will be far better able to answer that question.

Q. Don't you think that in the interests of the shareholders it would have been the better plan?—A. I will tell you the reason why we did that. It was because Mr. Farwell wanted to have absolute control of the road to make such arrangements as he thought fit and have no inquiries as to the exact nature of them, and we took his word that he would pay over to us one-third of any profit made, but he did not want Mr. Mitchell or myself to have any particular knowledge of the exact way the transaction was carried out.

*By Mr. Powell:*

Q. Of this one-third he was trustee for all the shareholders?—A. Certainly.

*By Mr. Borden:*

Q. With regard to the operating of the road the secretary can give us details?—A. Yes, he can give you details of the cost, net earnings, and construction of the road.

Q. I suppose the option of June, 1896, was practically a renewal of the old one?—A. Well, the details may have been varied some, but I haven't it before me. These options were received from time to time, and Mr. Farwell continued his negotiations.

Q. Did all the shareholders sign the list?—A. I don't know, but I think so.

The witness was discharged.

Mr. SAMUEL NEWTON, being sworn, gave evidence as follows:—

*By Mr. Powell:*

Q. You are secretary of this company?—A. Yes.

Q. How long have you been secretary?—A. Since the inception of the road.

Q. What time was the company organized?—A. In 1886.

Q. Can you tell us who were the original shareholders?—A. Charles Church, Thomas E. Fee and William Mitchell.

Q. I suppose they would have others as dummies; not meaning that offensively?—A. No; they were the three original shareholders.

Q. Have you the stock book?—A. Yes, here it is.

Q. Please give us the shareholders on the 1st July, 1894?—A. Charles Church, William Mitchell, Thomas E. Fee, William Farwell, James N. Greenshields, William J. Watts, Samuel Newton, David Mitchell, James Mitchell, G. H. Church, James E. Church. That is all.

Q. Now, please give the shareholders on the 1st June, 1896?—A. They were all the same.

Q. And on the 1st July, 1896?—A. All the same, sir.

Q. Now would you please tell us who disappeared from the 1st July, 1896, from the list of shareholders, and the dates?—A. Charles Church, on January 7, 1896.

Q. Now we must understand each other. I asked for those from the 1st July, 1896?—A. Charles Church was not a shareholder on the 1st June and 1st July; I

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made a slight mistake there. But all the others were the same in June and July. Thomas E. Fee disappears on May 19, 1897.

Q. Who did he sell out to?—A. J. N. Greenshields.

Q. How many shares?—A. 800 shares.

Q. Next?—A. W. J. Watts disappears on January 13, 1897.

Q. How many shares?—A. 323.

Q. Sold to whom?—A. J. N. Greenshields.

Q. Next?—A. Samuel Newton, May 17, 1897, 124 shares. The next one is David Mitchell on May 17, 1897, 124 shares. James Mitchell, May 17, 1897, 146 shares. G. H. Church, May 19, 50 shares; James E. Church—no he disappears the same time that his father did, January 7, 1896.

Q. How many shares had he?—A. He had 100 shares.

Q. How many had Charles Church, his father?—A. 601 shares.

Q. When Samuel Newton assigned on May 17, 1897, to whom did he transfer?—A. To J. N. Greenshields.

Q. To whom did David Mitchell assign?—A. To J. N. Greenshields.

Q. To whom did James Mitchell assign?—A. To J. N. Greenshields.

Q. To whom did G. H. Church assign?—A. To J. N. Greenshields.

Q. Mr. Blair thinks it important to ask about Charles Church, to whom did he transfer?—A. To Mr. William Mitchell.

*By Hon. Mr. Blair :*

Q. And the other Churches?—A. George and James Church also.

*By Mr. Powell :*

Q. Are they the relatives that we were speaking about?—A. They are sons of Mr. Charles Church.

Q. Are they relatives of Mr. Mitchell? Mr. Mitchell held 500 shares in trust?—A. No, sir; no connection.

Q. Have you these assignments and transfers here?—A. Yes.

Q. You have given us the date of the register and not the transfer.—A. I have given the date of the register and the transfer at the same time.

*By Mr. Borden :*

Q. Where the dates are different do you distinguish them?—A. There is no difference.

*By Mr. Powell :*

Q. Please let us see the transfers?—A. The transfers are all here.

Q. Where are the original certificates?—A. The shareholders will have them.

Q. Yes, but when the transfer is made is the original certificate not surrendered to the company?—A. Yes.

Q. Have you the certificates surrendered?—A. I have not got them here.

Q. Have you an abstract of the contents of the certificates?—A. No.

Q. There is no marginal memorandum?—A. No these are merely the transfers.

Q. Where are these transfers, Mr. Newton?—A. They are at Drummondville.

Q. Have you got them here?—A. No, the surrendered certificates I have not got.

Q. You are personally acquainted with these gentlemen whose names I have mentioned as surrenderers of stock?—A. Yes.

Q. How about David Mitchell, what is his political complexion, Conservative or Liberal?—A. I do not think he is a Conservative.

Q. How about Mr. Church?—A. He is a Conservative.

Q. Give us the shareholders in the company at the present time?—A. William Mitchell, 1001 shares, William Farwell, 700 shares, J. N. Greenshields, 2,299 shares.

M. F. NEWTON.

## Drummond County Railway Inquiry.

- Q. This makes the \$400,000 of stock?—A. Yes.
- Q. When was the construction of the road commenced?—A. In 1886.
- Q. When was the first call made on stock, if any, before any construction was undertaken. Have you the date?—A. No, sir.
- Q. Have you any books that will inform you of that?—A. Yes, I have at Drummondville.
- Q. It is very important to have them here?—A. I was not aware of that. I could have brought them as well as not. I have the construction account. On August 7, 1887, the first payment was made on stock.
- Q. Have you it there?—A. Yes, sir.
- Q. Can you give us all the payments made on account of stock?—A. Yes.
- Q. Before you proceed to enumerate, were these calls paid in cash?—A. In cash and material.
- Q. How much in cash?—A. The first payment, there was \$40,000 in cash, before construction commenced.
- Q. By whom was this paid?—A. Charles Church on August 7, 1886, \$1,340, and on July 28, 1887, \$11,993.34. William Mitchell paid on August 7, 1886, \$1,340 and on July 28, 1887, he paid \$11,993.33. Thomas E. Fee on August 11, 1886, paid \$1,340 and on July 28, 1887, \$11,993.33.
- Q. That was in cash too?—A. Yes.
- Q. What was the total cash paid in altogether on account of stock?—A. \$40,000; the other was in material.
- Q. Who had the contract for the construction of the road—was there a contract let?—A. No contract was let. The company carried on the construction itself.
- Q. Have you got a construction account there, Mr. Newton?—A. The construction account and all work at that time was done by the firm of Church, Mitchell and Fee and all went through their books and the construction account is among their books, up to 1890.
- Q. Let me understand that. Is there an account in your books with this firm of Church & Fee?—A. No sir, merely an account taken from the construction book when these books were open in 1890.
- Q. Then as a matter of fact the company has no record of the cost of construction?—A. We have it here taken from the construction book.
- Q. But you have no details?—A. Not previous to 1890.
- Q. Since 1890 you have full details?—A. Yes.
- Q. Give us the amount this firm passed to you as the amount of construction at that time?—A. "The amount paid out to date for building the line and received from the foregoing, as per construction book on June 30, 1890, was \$729,314.52."
- Q. And you never saw the details of that account?—A. Yes, I kept them myself.
- Q. You were the book-keeper for the firm at that time?—A. Yes.
- Q. And are still?—A. No, not for the firm.
- Q. We will go into the receipts from the Government and from the municipal sources. What was the amount you received in subsidies from the Dominion?—A. \$287,936.
- Q. From the Dominion?—A. Yes.
- Q. What was the amount of actual cash received from Quebec?—A. \$347,480.54.
- Q. Actually received?—A. Yes.
- Q. Part of that was in commutation of a land grant?—A. A conversion, yes.
- Q. How much was the cash subsidy in the first instance, and how much was in lieu of the land grant of this \$347,000?—A. We had \$4,000 a mile from Drummondville to Nicolet; the rest was a land subsidy.
- Q. For the land subsidy you took how much in money?—A. Part of it at 35 cents an acre.
- Q. Do you retain any land yet?—A. No.
- Q. You say part, what about the balance?—A. The balance was at 17½ cents.
- Mr. GREENSHIELDS.—The Provincial Government gave 17 cents an acre and redeemed part at 35 cents. The session before last they passed a law redeeming the other 5,000 acres at 17½ cents.

Mr. NEWTON.

*By Mr. Powell :*

Q. Have you received subsidies from any other quarter than Dominion or local Legislatures?—A. Yes, we have received some from municipal sources.

Q. What were they?—A. One from the town of St. Leonard of \$5,000, and one from Nicolet of \$10,000.

Q. That is \$15,000 in all?—A. Yes.

Q. Give us the balance due on the Dominion and local legislatures when the road was completed?—A. The local subsidy is all paid.

Q. How much is due from the Dominion?—A. Merely these 42 miles. The rest was all paid up to Moose Park.

Q. You are sure about that? Because I understood there was a balance on the other portion?—A. I am sure.

Q. The only claim you have was on the 42 miles?—A. Yes.

Q. Into whose hands did these subsidies come?—A. They were paid in cheques I suppose to the officers of the company.

Q. But who received the subsidies?—A. The subsidies were mostly paid to the president.

Q. After being received by the President what was done with them?—A. Put in the bank.

Q. Who ultimately got it?—A. The bank. It went to the credit of the Drummond County Railway.

Q. To pay overdrafts?—A. To pay overdrafts or be endorsed on notes of the Drummond County.

Q. At what bank was your business done?—A. At the Eastern Townships Bank.

Q. Have you a statement of your bank account?—A. No, I have merely the ledger account.

Q. Do you know anything about these options that were given?—A. Nothing more than merely signing them as a shareholder.

Q. Was there an option signed to any person after the 1st of September, 1896?—A. I cannot remember excepting Mr. Greenshields's only.

Q. Have you a copy of that as secretary?—A. I think I have.

Q. Will you let us see it?—A. I havn't it here.

Q. Where is it?—A. In Drummondville.

*By Mr. Borden :*

Q. Do you mean he had an option for the purchase of all the stock?—A. From all the shareholders except Mr. Farwell and Mr. David Mitchell.

Q. The amount of stock footed up to \$400,000?—A. Yes.

Q. And there were paid-up certificates for the whole of that?—A. For \$400,000.

Q. Are you sufficiently intimate with the affairs of the company to know what the promotion expenses were?—A. I do not know anything about that.

Q. Did you prepare the returns submitted to the Department of Railways and Canals?—A. I did.

Q. Were they submitted under oath?—A. Yes.

Q. Who attested them?—A. I did and Mr. Mitchell before a magistrate, and Mr. Church did during the time he was president.

Q. Have you a copy of these returns?—A. No, they are all in the department.

*By Hon. Blair :*

Q. Mr. Newton, just turn up your books showing the construction account. I understand you to say to us that you transcribed into this book the total cost of the construction of the road up to that date, 30th June, 1890?—A. Yes.

Q. As made by you, you keeping the accounts up to that time?—A. Up to that time.

Q. The total of these accounts were correctly transcribed?—A. Yes.

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Q. And you kept the accounts correctly?—A. Yes.

Q. Do these accounts show item by item what it actually cost in connection with that road?—A. They do.

Q. Who were these gentlemen who were building this road?—A. Church, Mitchell and Fee.

Q. Were they the owners of the stock?—A. They were.

Q. Of the whole stock?—A. Yes.

Q. Would it be to their interest or not that the cost of construction should be kept down as close as possible?—A. It was to their interest to make it as cheap as possible, because they were the sole owners and it was for their sole use.

Q. Now, then, these items which you speak of as making a total of \$729,000 show the outlays which have been made in connection with that road up to the 30th June, 1890?—A. Yes.

Q. Could you tell us from memory how many miles, and what portion, had been built?—A. From Drummondville to Ball's Wharf on the Nicolet Railway.

Q. How many miles?—A. Thirty-five and a half or a little over.

Q. Does it take in the Nicolet branch?—A. Yes, and passes on to a point on the river side.

Q. There was one terminus on the river?—A. At Ball's Wharf.

Q. And the other at Drummondville?—A. Yes.

Q. Passing through St. Leonard; how far in all?—A. Thirty-five and a half miles.

Q. Have you before you or in your possession a statement of what bridge work alone there was on that line?—A. It will be in that old construction book.

Q. You can state what rivers and bridges there were?—A. Well, there was a bridge over the St. Francis River at Drummondville, 402 feet long, on piers standing 26 feet high, solid masonry. Then on Rivière du Sault, there was a small girder bridge. One on the south-east branch of the Nicolet, 164 feet long, on abutments 32 feet high. One at St. Leonard, 710 feet long and 79 feet from the bed of the river.

Q. These are the main ones? Are there other smaller bridges?—A. Not between Drummondville and Nicolet.

Q. When did you commence any additional construction?—A. On the 1st July, 1890.

Q. What piece of the road did you commence?—A. From Drummondville to Ste. Rosalie.

Q. How many miles?—A. Twenty-seven and a half miles.

Q. How long were you constructing that?—A. We built it and had it running in November.

*By Mr. Borden :*

Q. What year?—A. 1890.

*By Hon. Mr. Blair :*

Q. Can you tell us by reference to your books what that piece of road cost?—A. \$268,965.16.

Q. Tell me how much it cost from St. Leonard to Moose Park. I am speaking of the first cost of construction; I am not speaking of what has been paid but of earnings from time to time in bringing up the whole road?—A. That is all included.

Q. What has been the total expenditure to date from Ste. Rosalie to Moose Park including Nicolet?—A. \$1,263,436.19.

Q. What has been the expenditure made by the company up to date on the extension from Moose Park to Chaudière?—A. I have only the entries made up to December 31 and in these I have not got the voucher entries.

Q. What do you mean by that?—A. I have been away for the last two months taking stock of the railroad and one thing and another and the entries are not

Mr. NEWTON.

made up to date. But to November 30 I can give you the amount. I gave it to Mr. Greenshields.

Q. How soon can you have the information as to the whole outlay?—A. I think we have all the vouchers now. We do not get them until about six weeks afterwards from the Grand Trunk. They refer to car hire, engine hire and such things as that.

Q. You have been using engines and cars of other roads in the construction?—A. Yes.

Q. These accounts are yet to come in?—A. Yes.

Q. Not including these unsettled accounts yet to come in what amount has been expended?—A. Approximately, \$2,000,000.

Q. That is over the whole?—A. Yes.

Q. Then on the whole road, as far as you have received your accounts which are not yet all in, the company has expended \$2,000,000?—A. When they will all be in, \$2,000,000; somewhere in the vicinity of that sum.

Q. Will the \$2,000,000 include the \$100,000 which the Government required the company to expend to bring the road up to standard?—A. No, sir.

Q. Then the \$2,000,000 is exclusive of the \$100,000 expenditure yet to be made under contract with the Government?—A. I should think it would be about that.

Q. You can get an accurate statement?—A. Yes sir, in a few days.

Q. With all the vouchers?—A. Yes.

Q. Now you are prepared with vouchers to show the whole outlay since 30th June, 1894, as a railway?—A. Yes, sir. They were not in voucher form before 1893. Since then we have the voucher form, the system of book-keeping having been changed.

Q. You have the items and can personally verify them?—A. Yes, sir.

Q. And can you verify the correctness of the items included in the \$729,000?—A. Yes.

Q. That is up to the 30th June, 1890?—A. Yes.

Q. Could you say approximately, may be a little more or less, that \$2,000,000 will represent the outlay of this company on this line outside the \$100,000 the Government requires to be expended?—A. Somewhere about \$2,000,000, more or less.

*By Mr. Haggart :*

Q. What is the total amount of the indebtedness of the company to the Eastern Townships Bank?

Mr. GREENSHIELDS objected.

Mr. BLAIR.—I have already said, and the company does not object, that they will show the bank account for your personal inspection.

Mr. HAGGART.—There can be no objection to stating the total amount of the indebtedness of the company—what is that?—A. About \$640,000.

*By Hon. Mr. Blair :*

Q. Does that include everything; have you all the accounts in it?—A. No; it will be \$658,000 or thereabouts.

*By Mr. Haggart :*

Q. Mr. Blair asked you a question and you stated the owners of this road and the construction company were the same parties?—A. Yes.

Q. We asked you the question whether it was in the interests of the constructing parties, considering these circumstances, to build the road as cheaply as possible. You think so, do you?—A. I do.

Q. The building company are the same parties who owned the road as I understand?—A. Yes.

Q. Every stockholder and bondholder had an interest in the construction?—A. There were no bondholders.

Mr. NEWTON.



## Drummond County Railway Inquiry.

Q. Then every stockholder had an interest in it?—A. Yes.

Q. Then can you give me the reason why parties owning the road would build it as cheaply as they could?—A. They were lumbermen and the railway was built chiefly for their interests.

Q. But as an arrangement between the building company and the owners why should they build it cheaply?—A. There was no building company.

Q. Well the construction company?—A. There was no contract with any one by the shareholders.

Q. The parties building were the owners. Why should the parties who were owners, in the bargain between themselves, have an interest in building it cheaply?—A. It was a natural sequence.

Q. Was it the actual expenditure that was made in cash that the railway company paid to the construction company or the parties who built the road?—A. Not altogether in cash.

Q. Then if they had a contract what was the arrangement?—A. There was no contract. The lumber people supplied the railway with ties, timber and everything they required, and it was charged to the railway at current rates, and the railway constructed the road.

Q. Then the railway company only paid out on construction the actual cash required to pay men and materials?—A. Exactly.

Q. And it cost no more than that?—A. It cost no more.

The Committee adjourned until Tuesday, the 22nd March, at 11 a.m.

HOUSE OF COMMONS,  
FRIDAY, 25th March, 1898.

The Committee met at 11 o'clock a.m.

Inquiry into expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

Mr. WILLIAM WAINWRIGHT being sworn, gave evidence as follows :—

*By Mr. McIsaac :*

Q. What position do you occupy ?—A. General Assistant on the Grand Trunk system of railway.

Q. How long have you held that position ?—A. I have held that position two years ; prior to that I was Assistant General Manager of the road.

Q. Are you familiar with the cost of construction of roads in Quebec ?—A. I have some knowledge.

Q. What would you say the Drummond County Railway was worth per mile, as it stands to-day ?—A. Well, I can answer that question with regard to the construction of roads in the province of Quebec best by giving you the figures of what we have expended on the construction of lines. To give an opinion on the Drummond County Railway, I should require to make some examination of it and know something about the details. I might say to you that there are three railways in Quebec constructed under my own supervision, namely, the Beauharnois Junction Railway, which was built in accordance with a subsidy contract, with a light rail of 56 lbs., running from the county of Beauharnois, cost the Grand Trunk Railway Company about \$17,000 a mile ; the Champlain Junction Railway, with a 65-lb. rail, and built in the same manner, cost the company between \$18,000 and \$19,000 per mile ; the Jacques Cartier Railway, which connects the Grand Trunk with the Canadian Pacific Railway in Jacques Cartier, with a 56-lb. rail only, cost the Grand Trunk \$19,000 a mile ; a little over. I have been over the Drummond County Railway and will say this much, that the 43 miles recently built is, in my opinion, far superior in construction to the construction of any of these roads I have named. The other portion of it, of course, is not so good, because it carries a lighter rail ; therefore it is not so expensively constructed.

*By Mr. Blair :*

Q. How does that compare with the other roads you speak of ?—A. The old end of the road, Mr. Blair ?

Q. As it is to-day ?—A. Well, it compares very favourably. The only question with regard to cost would be the question of land damages which I do not know anything about.

*By Mr. Haggart :*

Q. What are the names of roads you have given us ?—A. The Beauharnois Junction, the Champlain Junction, and the Jacques Cartier Railway. These are three roads I know something about in regard to construction.

Mr. WAINWRIGHT.

## Drummond County Railway Inquiry.

*By Mr. Morrison :*

Q. What rights have the Intercolonial Railway in the terminals at Montreal?—  
A. They have rights in common with the Grand Trunk Railway. I thought this matter might come up and to show the extent of our terminals I have here plans showing all the terminals west of the bridge to Jacques Cartier Junction.

Q. Is this not to be left?—A. Well, I could leave it for a few days. (Exhibit No. 21.) This is prepared to be attached to the agreement; this is a copy I have made, and this other will show you the terminal facilities which, under the agreement, the Intercolonial have in common with the Grand Trunk Railway. In addition to the main line over which they run there are the sidings next the bridge to which they have access in common with the Grand Trunk, equal to about 40 miles of railway. This (Exhibit No. 21) shows the line from Ste. Rosalie to Montreal, and the other (Exhibit No. 22) shows the terminal facilities.

*By the Chairman :*

Q. What are the value of these terminals?—A. Mr. Chairman, they are invaluable; I do not think you can give them a money value. We have in Point St. Charles about 150 acres of land which to-day I do not think could be bought; well, I cannot give you any figures. We consider our terminals in Montreal worth many millions of dollars, but it is very difficult to name a cash value. Point St. Charles is now a very thickly populated district, and here the shops and freight sheds are situated and are invaluable.

Q. And you say that the Intercolonial Railway has a right to use these in common with the Grand Trunk?—A. Yes.

Q. Freight sheds, round houses, tracks, and so forth?—A. Yes, all the sidings; also the right to run to Jacques Cartier Junction to connect with the Canadian Pacific. That was a point we did not like to give, but it was demanded by the Minister and means running over 15 miles of railway to reach that point and represents nothing to us but a proportionate payment, and it means in addition to these sidings 15 miles of railway. That is all shown on the plan.

*By Mr. Blair :*

Q. Recurring to the subject of the Drummond County Railway, something was said the other day by Mr. Greenshields of there having been negotiations between your company and the Drummond County Railway Company for the acquisition of the Drummond County line: Do you recall such negotiations?—A. Yes sir.

Q. Can you tell me when they took place?—A. Well, not exactly.

Q. Approximately?—A. Well, some three, four, probably five years ago.

Q. Do you recollect how much of the Drummond County line as at present constructed, was then built?—A. I think it was built, the old portion was all built; I fancy so.

Q. Would it be built to Moose Park?—A. I think so, up to the point where the new portion commences.

Q. Built from Ste Rosalie to Nicolet anyway?—A. Yes, and to Drummondville.

Q. Can you tell us what the arrangements were at this end, on this side of the water, which were concluded between the Drummond County Company and the Grand Trunk?

Mr. BORDEN.—If the arrangement was reduced to writing would it not be better to have that?

*By Mr. Blair :*

Q. Have you that?—A. We have that.

Q. Will you produce it?—A. Yes, sir.

Mr. WAINWRIGHT.

Q. In the meantime state, as far as you recollect, what were the terms of the agreement?—A. Under that agreement we were to lease the road under traffic arrangement by which we would give to the Drummond County Railway Company so much of the gross receipts, I think 30 per cent. In other words, we were to charge them 70 per cent for operating the road and if that was not enough to give them interest on the bonds, we would allow them a further sum out of the interchange of traffic. It was what we call a John Bell agreement. We made a similar agreement when we acquired the North Shore Railway to Quebec.

Q. Had you a favourable opinion of the road and the possibilities of traffic?—A. Yes, sir. Mr. Church originally undertook the construction of the road in full touch with the Grand Trunk Railway Company, and the idea at that time was entertained by the late Sir Joseph Hickson, that the Grand Trunk would acquire it. We expected we should be able to secure quite a good traffic off the line and that was our reason for desiring to obtain possession of it.

Q. Have you any reason from your recent experience and knowledge of the business upon that road to alter your opinion in that regard?—A. No.

Q. Would you kindly state what your view would be in regard to the relative merits now of that road with others that have been spoken of as through lines for the Intercolonial in reaching Montreal?—A. Well as regards the connection of the Intercolonial with Montreal the Drummond County Railway, as far as I know from the engineer's reports, is the shortest line and the easiest line to St. Lambert that could be acquired. The distances have already been given, I think in your evidence Mr. Blair, and these figures are correct according to my report.

Q. How about the grades?—A. Of course the Grand Trunk Railway has some longer and has some heavier grades. The South Shore road is a little longer according to the engineer's reports and would have a good deal of heavy bridging, therefore would be very costly and, under the circumstances, I presume, that the Drummond County is about the easiest method of extending the road to Montreal.

Q. The rate at which we acquired it is the cheapest, is it not?—A. I should think so. I think the price agreed upon represents as far as I remember about \$12,000 a mile, which is certainly a very low price for the railway.

*By Mr. Haggart :*

Q. How much per mile?—A. I think about \$12,000 a mile is the price that is stated. It is a very low figure for a railway of any pretensions.

*By Mr. Blair :*

Q. Of the three roads, therefore, which would you consider the cheapest and best road for the Government to acquire, taking it all together, for this purpose?—A. Well as I would like the Government to have taken the Grand Trunk Railway through to Lévis it is rather—I would of course have to admit after we were out of the race that the Drummond County Railway with its shorter mileage and lighter grades necessarily would be worked more economically and probably make better time for the service. I am bound to admit that.

Q. Do you remember when I spoke to you in regard to the probability of the Grand Trunk Railway Company's selling if we wanted to buy the Grand Trunk line, what you stated to me?—A. I think I told you we could not sell.

Q. Do you remember stating that you could not possibly sell the line between Ste. Rosalie and Richmond as that was part of your through line?—A. Oh yes.

Q. Do you remember naming a sum between \$2,000,000 and \$2,500,000?—A. Yes, I think we put the value of the line between Lévis and Richmond at \$2,000,000 and then there would have been an arrangement to have been made between Ste. Rosalie and Richmond.

Q. Then we would either have had to acquire a half ownership or lease?—A. Yes, I think that was the conversation.

Mr. WAINWRIGHT.

## Drummond County Railway Inquiry.

Q. Don't you remember making this remark, Mr. Wainwright: That it would not exceed \$2,500,000 or would not be less than \$2,000,000?—A. I think my conversation with Mr. Hays was that it might probably be between \$2,000,000 and \$2,500,000 for the branch road between Richmond and Lévis.

*By the Chairman :*

Q. How many miles is that?—A. About 88 miles, may be 90 miles.  
Mr. BLAIR.—About 88.50 miles I think.

*By the Chairman :*

Q. That was on the portion from Richmond to Ste. Rosalie?—A. No, sir; that is a portion of our main line to Portland.

Q. You would have to deal with it on the same basis as you dealt with the line from Ste. Rosalie to St. Lambert?—A. Yes.

*By Mr. Borden :*

Q. When was the \$17,000 per mile paid for the Beauharnois Railway?—A. It was paid as the work was done.

Q. When was the road constructed?—A. I could not tell you the year; about 10 years ago, I suppose.

Q. Who built the line?—A. The Grand Trunk Railway Company under the charter of the Beauharnois Junction Railway Company.

Q. That was built about 10 years ago?—A. About 10 years ago.

Q. Was it built by contract?—A. Yes.

Q. When you say \$17,000 a mile are you giving us the exact figures?—A. Well, no; but perhaps within \$100 or \$200. It is a little over \$17,000 a mile.

Q. How long was it?—A. Nineteen and a half miles.

Q. In what kind of country?—A. Very nice country.

Q. Any bridges?—A. Only one important bridge.

Q. What was the cost of that?—A. \$50,000.

Q. The rail was 56 lbs.?—A. Yes.

Q. Does that \$17,000 include anything such as rolling stock?—A. No, sir, it is the cost of the road.

Q. The permanent work on the road?—A. Just the permanent work on the road.

*By Mr. Haggart :*

Q. Was that Beauharnois Junction Railway built by the Grand Trunk?—A. Yes; I had the construction of it in my own hands.

Q. You say it cost \$17,000 a mile?—A. \$17,000 a mile is given to me by the general auditor from his books.

Q. The statement here as returned is that the total capital subscribed is \$241,473 and that the road was afterwards amalgamated with the Grand Trunk?—A. Yes, because it was a separate concern called the Beauharnois Junction Railway Company, got up under a separate charter and was subsidised by the Dominion Government and the Quebec Government, but it was built really by the Grand Trunk Railway Company.

*By Mr. Borden :*

Q. It appears now that you have no personal knowledge of what it cost. You are depending on what your auditor tells you?—A. I took it from the auditor's books.

MR. WAINWRIGHT.

Q. You have no personal knowledge?—A. No, I simply asked him. In regard to the other two lines I can give you his letter.

MR. BORDEN.—He should come himself.

*By the Chairman :*

Q. Who is the auditor?—A. Mr. H. W. Walker.

Q. If he comes here it will involve bringing a lot of accounts books?—A. I do not know; he will have a report of the figures.

MR. HAGGART.—From the report here the total capital subscribed on these 19½ miles is \$241,473 and afterwards the road was amalgamated with the Grand Trunk Railway.

*By the Chairman :*

Q. Does the capital indicate the cost of the road at all?—A. No, it does not. It was an inside company and the Grand Trunk financed it and built it.

*By Mr. Haggart :*

Q. Is that the actual amount expended on construction or the amount for which the road was taken over by the Grand Trunk?—A. No, that was the amount given me as the cost of construction.

*By Mr. Powell :*

Q. Part of that might be paid as a bonus in the purchase of the franchise from the old Company?—A. No, there was no old company to purchase. The charter was obtained by the Grand Trunk in the name of the Beauharnois Junction Railway.

*By Mr. Borden :*

Q. Did you have the right of way granted by the county or did you pay for it?  
—A. We paid for it.

Q. Do you know how much?—A. I could not give the figures.

Q. The auditor can give them?—A. Yes.

*By Mr. Powell :*

Q. How wide was the right of way?—A. I think it was 66 feet.

Q. Do you know how wide the Drummond County right of way is?—A. No, I could not say.

*By Mr. Borden :*

Q. With regard to the Champlain Junction Railway, what is the length of that?—A. Sixty-two miles.

Q. When was it built?—A. Well, that was built some time before, but I cannot give you the year.

Q. Well approximately?—A. It was a great many years ago.

Q. Has the cost of railway construction varied at all since that road was built?—A. Not to any extent, but rails are somewhat cheaper than in those days.

Q. This road is in Canada?—A. Yes, it runs to Massena Springs in the state of New York, but I am speaking of the line through Canada as far as Fort Covington.

*By Mr. Powell :*

Q. Was it built before Confederation?—A. It was started, I believe. It was built and laid from time to time before the road was built through. Charters were applied for and we were compelled to make some show of building.

MR. WAINWRIGHT.

## Drummond County Railway Inquiry.

Q. Practically the Canadian portion was built before Confederation?—A. Not all built.

Q. Then partly?—A. A little of it.

*By Mr. Borden :*

Q. When was it completed?—A. I cannot tell you immediately.

*By Mr. Powell :*

Q. And railway construction has since fallen off in cost about 50 per cent?—A. That is a long time ago.

Q. That would be though?—A. It has cheapened, but I could not tell you the percentage. It has cheapened in the price of rails.

Q. And methods of construction?—A. Yes.

*By Mr. Blair :*

Q. But land damages have gone up?—A. Yes, in some cases.

*By Mr. Borden :*

Q. Does this \$17,000 or \$18,000 include the cost of land?—A. Yes, it includes everything, building and land damages and all.

Q. Were you connected with the Grand Trunk when the Champlain Junction Railway was built?—A. Yes.

Q. Were you in this country then?—A. I have been in this country for thirty-six years.

Q. Have you the same knowledge of this road as of the Beauharnois Junction Railway?—A. The same, I simply obtained the information from our books through the auditor. I have a letter from him but it does not include the Beauharnois Junction figures—I had that information before myself.

Mr. Walker says:—"Montreal and Champlain Junction Railway, 62 miles, cost \$1,173,902.20, equal to \$18,933 per mile. Of course I give you the round figures."

Q. What is the date?—A. March 17th. He continues "the Jacques Cartier Junction railway, 6½ miles, cost \$123,896.48, equal to \$19,060 per mile. Both the above are exclusive of rolling stock."

Q. What is the length of the Jacques Cartier Junction Railway?—A. He says here 6½ miles.

Q. When was that built?—A. That was built, it must have been 1883 or 1884, I won't be sure, but it was about the time that the Grand Trunk road acquired the North Shore Railway to Quebec and they wanted to make connection between our main line and that road.

Q. And this includes the cost of right of way?—A. Yes.

Q. You don't know in any case the cost of right of way?—A. No.

Q. Were there any bridges on the Champlain Junction Railway?—A. Yes, some bridges.

Q. How many?—A. Several. Not perhaps very large, but several.

Q. Do you know their total cost?—A. No.

Q. Are there any bridges on the Jacques Cartier Railway?—A. No.

Q. Is that on Montreal island?—A. Yes.

Q. The right of way was more expensive there?—A. It was.

Q. Your auditor no doubt can give us the figures?—A. Yes, if he is prepared for that. I could have done so to-day if I had known.

Q. I suppose the Grand Trunk has built a great many other small roads during the past twenty or twenty five years?—A. We have built some in Ontario, but these I think are the only three in Quebec.

Q. Does the cost of railway construction differ materially in Ontario from Quebec?—A. No. It might differ in cost of right of way but not otherwise.

Mr. WAINWRIGHT.

Q. Perhaps your auditor could give us the cost of all the roads built in the last ten or fifteen years?—A. Yes, he could.

*By Mr. Haggart :*

Q. Who was manager of the Grand Trunk in 1884?—A. Mr. L. J. Seargeant.

Q. Who was manager immediately preceding the one you have now?—A. Mr. Seargeant.

Q. Did you ever have a conversation with him in reference to the probability of the late government acquiring running rights into Montreal for the Intercolonial railway?—A. Yes, sir, on one occasion.

Mr. HAGGART.—I do not know whether this conversation would be admissible.

The CHAIRMAN.—We are admitting a good deal which is not strictly evidence.

*By Mr. Haggart :*

Q. I suppose this conversation was after the visit I had with Mr. Seargeant?—A. I don't know anything about your negotiations with Mr. Seargeant. My interview with Mr. Seargeant was in connection with the visit of a conservative member of Parliament to Montreal to see me in connection with the extension of the Intercolonial railway, and I understood he came in connection with the railway department, of which at that time you were minister, as to whether we would be willing to make an arrangement to allow the Intercolonial Railway running rights to Montreal over our road.

Q. Was that Mr. Schreiber?—A. No, it was a member of Parliament.

Q. You are aware I had a conversation with Mr. Seargeant myself on the subject?—A. I understood so.

Q. You were there?—A. I don't think I was present at the interview.

Q. Oh no, you were not, I think. You had no conversation with Mr. Seargeant?—A. Not with regard to your visit.

*By the Chairman :*

Q. Who was the Conservative member of Parliament who called on you?—A. Mr. Rufus Pope.

*By Mr. Blair :*

Q. You were saying about the value of railways at the present time as compared with years ago, do you carry in your mind the value that was agreed upon between the Government and your Company for a bare roadbed between Rivière du Loup and Lévis, without a rail, without ties, and without the usual equipment?—A. Do I understand you to refer to the purchase of the Rivière du Loup line?

Q. Yes, I suppose that would be involved in it. Do you recollect the price paid at that time?—A. Do you mean the amount that was paid?

Q. Yes, if you like?—A. It would be a million and a half of dollars.

Q. How many miles was that?—A. Mr. Schreiber will know the distance; I think it was 126 miles—about 126 miles.

Q. That was bought by the Government from the Grand Trunk in what year?—A. In the year 1879, I think.

Q. That was simply the roadbed in the shape it was then in, without rails, sleepers, or any equipment?—A. Yes.

*By Mr. Haggart :*

Q. How much was paid?—A. \$1,500,000. I think was the price paid. The agreement shows.

Q. There was no other consideration than that given for it?—A. Given by the Grand Trunk to the Government?

Q. Yes?—A. I do not remember what it was.

Mr. WAINWRIGHT.



## Drummond County Railway Inquiry.

Q. Was one of the considerations not the building of a piece of road between the town of Windsor and Chicago?—A. The consideration was that this money could be applied for an extension of the road to Chicago.

Q. Was there no other consideration? Was not the doubling of the line from Toronto a consideration?—A. I do not think that was a consideration. I think we were called upon to reserve a certain amount of money out of that, at the request of the Hon. Peter Mitchell, who made a strong point of that, that we should reserve a certain amount for double tracking.

Q. Is the agreement in writing?—A. Here it is (Exhibit No. 23).

Q. And in the debate in the House it was stated what the advantages were?—A. I remember it exceedingly well, and the desire of the Grand Trunk was to reach out to Chicago, and the negotiations with the Government were in connection with that in getting the money by selling this Rivière du Loup road, but this was not a consideration; we were anxious to build.

*By Mr. Blair :*

Q. You were anxious to build to Chicago yourselves?—A. Yes, and we applied to the Government to take this road off our hands, as we were not in funds.

Q. And in this way you sold this road at that amount?—A. Yes.

*By Mr. Carroll :*

Q. You spoke of a portion of your line from Lévis to Richmond, you estimated that portion at what price?—A. About two million dollars; between two millions and two and a half millions.

Q. That is about 80 miles, is it not?—A. More than that. Nearly 90. We figured it out at \$20,000 or \$25,000 a mile.

Q. If I remember the other portion from Richmond to St. Lambert is more valuable than that portion from Lévis to Richmond?—A. Well, it is a portion of our main line, and therefore, very much more valuable.

*By the Chairman :*

Q. You stated in answer to one question that a conservative member of Parliament visited you with reference to running rights over the Grand Trunk, when was that visit made?—A. Well, it was during Mr. Seargeant's management, since 1890; but I cannot tell you the year, speaking from memory.

Q. Why were running rights wanted?—A. The idea was to extend the Intercolonial Railway to Montreal, and the rights he talked of were to give them powers over our line.

Q. To give the Government running powers over your line?—A. Yes.

Q. For whom was he negotiating?—A. Well, I did not know that he had authority to negotiate. I only concluded from his remarks to me that he was acting for the Department or was in touch with the Department on the subject, because he said that it was advisable to bring the Intercolonial Railway to Montreal, and not being connected with the Intercolonial, I presumed that he was informed on the matter; but I did not question him.

Q. Did he ask what you would take for those running rights?—A. At that time, our policy was different from what it is to-day. We were tenacious in holding on to our property. He wanted to know whether the Board would be willing to entertain such a proposal. I placed it before the general manager, and it was submitted to the Board in London. Subsequent to that the Minister of Railways, Mr. Haggart, had an interview with our General Manager, but I do not know what took place.

*By Mr. Borden :*

Q. With respect to the Drummond County Line, are you an engineer?—A. No; I am not.

Mr. WAINWRIGHT.

Q. Have you made any special inspection of the line for the purpose of estimating its cost?—A. No; I have been over it, but not for that purpose.

Q. What is the total mileage of the Grand Trunk Railway system?—A. Taking the whole system it is a little over 4,000 miles; something over 4,000.

Q. The terminals you speak of at Montreal are connected with all that mileage or used for the purpose of that mileage?—A. Certainly, for anything coming into Montreal; but we have a great deal of service between other points that do not reach Montreal, such as Toronto, Hamilton, London and Niagara Falls, which does not come to Montreal.

*By Mr. Blair :*

Q. Which does not come near Montreal?—A. No; not at all.

*By Mr. Borden :*

Q. But all your business between west and east would come to Montreal?—A. Yes.

Q. And all these terminals are for the purpose of that business?—A. Certainly.

Q. Your use of these terminals would be very much larger than anything the Intercolonial could make?—A. Certainly.

Q. What proportion?—A. That would depend upon the business they do. The position is this: the agreement provides that we have the use of those terminals in common. I have shown in this plan that it involves the use of 40 miles of sidings, freight sheds, round houses and all appurtenances. It is very much like going to a man who owns a palace, with my wife, having married, and asking him to give me his whole house. Of course, I can only use one room, but in a few years there may be a large family. I do not know what proportion will be our use and what will be theirs.

Q. How long do you think it will take this Intercolonial to have a family large enough to occupy this palace of the terminals?—A. I think it will not take them long, and I think the proposition to extend the road to Montreal is one of those things that will add materially to the traffic.

Q. You have something of an idea of the business that came over the Intercolonial before they connected with Montreal?—A. Yes.

Q. You have an idea of the relative proportion which your business at Montreal bears to that business?—A. Well, it is very large, of course, in comparison.

Q. Could you give any idea of the proportion?—A. No, because it varies materially.

*By Mr. Haggart :*

Q. Is it a 100th?—A. I would not like to make a positive statement. While they have in common the use of these facilities they only pay according to wheelage.

Q. Are there any other roads that have the use of your terminals in Montreal beside the Intercolonial?—A. The roads that are running into Montreal, of course with cars—

Q. You understand my question is: Are there any other roads that use the terminals of the Grand Trunk in Montreal?—A. Not on this basis, not with a common use of our terminals.

Q. Is there an agreement you have with any other road as to the use of your terminals in Montreal?—A. Not for the use of our terminals. We simply bring in from different points—Central Vermont and Delaware and Hudson—trains on which we collect our share of the traffic, our proportion according in the mileage of these cars running into Montreal the same as to any other portion of the country.

Q. Have you an arrangement with the Delaware and Hudson Co.?—A. Yes.

Q. What do they pay you per car for the use of your terminal facilities on the mileage basis?—A. I could not give you the figures now.

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Q. Will you get them?—A. Yes.

Q. And all the other lines that have the use of them what they pay. Will you be kind enough to have it at the next meeting?—A. I will sir.

Q. And the agreements too. There is the Canada Atlantic, the Delaware, Hudson and New York and several others, have they all agreements as to their use of your lines?—A. It is an equalization of car mileage, nothing else—no other agreements.

Q. Never mind—we want the agreement showing the amount they pay?—A. We equalize the car mileage; we charge so much for the use of our cars and we pay them so much for the use of their cars.

Q. Has the Intercolonial half as much traffic as the Canada Atlantic and the Delaware and Hudson coming into Montreal?—A. I should think so, probably more.

Q. More than half?—A. I should think so.

Q. Would you furnish information the next time you come here as to the haulage of the Intercolonial into Montreal?—A. What it has been?

Q. Yes.—A. Yes.

*By the Chairman :*

Q. You cannot say what it is going to be?—A. No sir.

*By Mr. Borden :*

Q. Or what these others are going to be?—A. No.

Q. You spoke of the probable amount of business which the Drummond County Railway would do from your former opinion?—A. Yes.

Q. Have you investigated the returns of the business of that road?—A. The interchange?

Q. No, have you investigated the returns in respect to the business of that road during the past nine years?—A. No, I have not, I could give you the interchange traffic with that road and the Grand Trunk at St. Hyacinthe.

Q. You have not investigated the business of that road as a whole?—A. No.

Q. Did you anticipate that the business of the road would probably increase the more in passengers or in freight?—A. In freight.

Q. Of what character?—A. Lumber business, we were looking for at that time. Of course it was not our intention to extend the road to Lévis.

Q. Understand that I am speaking of the probability of the Drummond County Railway doing a profitable business in the future. You say your view in regard to it was that the business would increase in lumber?—A. Yes.

Q. And that is what you probably depended on in forming that opinion?—A. Yes.

*By Mr. Haggart :*

Q. You promised to give us the agreement submitted to your board in the old country?—A. Yes.

Q. Which you did not carry out?—A. Yes.

Q. You will have that next time?—A. Yes.

*By Mr. Blair :*

Q. It was not ratified?—A. It was not ratified.

*By Mr. Borden :*

Q. Do you remember the reasons on account of which your negotiation for the use or lease of the Drummond County Railway fell through?—A. Yes. At the time it was submitted and recommended of the management, our board in London were

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being very much censured for making extensions and acquiring new lines, and the president, Sir Henry Tyler, at that time was loth to put anything before the Board and he did not do so.

Q. What year was that?—A. It was in 1891 or 1892.

Q. The matter was never taken up afterwards?—A. No, sir, it was dropped.

Q. I suppose you have made extensions since?—A. No, there has been nothing done since.

Q. I mean any extensions in any direction?—A. No.

*By Mr. Haggart :*

Q. Your memory of the agreement was that it provided for the payment of 30 per cent of the gross earnings of the road?—A. 30 or 40 per cent: I think 30. I think it was 70 and 30 per cent.

*By Mr. Borden :*

Q. You will produce the agreement?—A. Yes.

*By Mr. Powell :*

Q. Can you conveniently give us the amount of through traffic, passenger and freight, as relates to the Grand Trunk and Intercolonial?—A. Yes, we can give you that.

Q. It would not involve much work, would it?—A. Yes, there would be a good deal of clerical work about it.

Q. I would like to have a statement of it during your last financial year. Another matter I do not understand quite, Mr. Wainwright, is about the 15 miles extension to enable the Intercolonial to connect with the Canadian Pacific Railway.—A. We gave them the right to run from Montreal, although it is a piece of railway and not a siding. The department made such a point of making such a connection with the Canadian Pacific Railway that although it was a disputed point, I admitted it, and Mr. Hays gave way upon it that they should have the right. It gave them about 15 miles of railway.

Q. That privilege was not included in the contract that was submitted to parliament last year?—A. Oh, yes, was it not?

Mr. BLAIR.—Yes, certainly.

Mr. POWELL.—What section is it?

Mr. BLAIR.—Connection with the Canadian Pacific Railway.

The WITNESS.—It spoke of the Canadian Pacific connection. That is the nearest connection we have, except around by the wharf, and that, of course, we cannot make in winter.

*By Mr. Blair :*

Q. Did the negotiations between us not come very near splitting on that point?—A. Yes, because we considered that we were giving 15 miles of railway without payment, except the wheelage arrangement.

Q. And was there not another point that we came nearly dropping the whole business upon, and that was in regard to our right of ownership of such traffic as we would have on the Grand Trunk Railway between Montreal and Ste. Rosalie?—A. Yes. It would have come to an end if I had had to deal with it. We divided once or twice on that question. We have made a great many trackage arrangements—this between the Grand Trunk and the government is not the only one—but it is not usual when a railway grants another running powers over its line, either in England or in this country, to allow it to pick up local traffic. We have trackage arrangements with the Canadian Pacific between Hamilton and Toronto, and to North Bay, and with the Canada Atlantic between Lacolle and Rouse's Point, but they get no local traffic. The minister insisted upon it, and it was a considerable

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time before our general manager would allow it, and he gave way on that point which he has not done in any other case. They have the right now to secure local traffic between Montreal and St. Hyacinthe.

Mr. BORDEN.—Mr. Blair, we have the present lease between the Drummond County railway and the Intercolonial, but not the present lease between the Government and the Grand Trunk Railway. I think we should have it.

Mr. BLAIR.—I will bring that in.

*By Mr. Haggart :*

Q. Mr. Wainwright, now these roads having terminal facilities or rights of coming in, how are they charged? Is there a wheelage and a bridge rate?—A. They have no terminal rights. The cars are simply brought in and taken out. They put in so many cars and we put in so many cars and if they over run then car mileage is put in.

Q. How do you charge, on wheelage or on wheelage and bridge?—A. We charge wheelage for cars and collect our proportion of the rate over our lines whether passenger or freight.

Q. Do you have a separate charge for bridge and for terminals?—A. If we have certain cars running over the bridge we have a bridge toll, but if the arrangement is for running cars in on an equalization arrangement we collect wheelage.

*By Mr. Blair :*

Q. Take the case of, say, the Delaware and Hudson Railway, do they haul your cars to New York over their line?—A. They take them to the end of their line.

Q. And you take their cars to Montreal?—A. Yes.

Q. And you make up your accounts on that basis?—A. Yes. It is not a question of ownership of terminal facilities.

Q. They have no right to fix the time of trains?—A. No.

Q. They have no right to local traffic?—A. That is so.

Q. This arrangement with the Government is not unusual?—A. No.

Q. You have made others of the same sort?—A. Yes, I have named the Canadian Pacific and the Canada Atlantic, with whom we have traffic arrangements, they having a right over the track and the right of the terminals.

Q. What is the arrangement with the Canadian Pacific between Toronto and Hamilton?—A. They have the use of the line, for which they pay a rental, and maintenance on wheelage basis.

Q. But they have no right to local business?—A. No.

Q. And this contract with the government is exceptional in that?—A. This was exceptional and would not have been made if you had not held out.

*By Mr. Haggart :*

Q. You say this is not unusual?—A. I am speaking of trackage arrangements. The right to local traffic is exceptional in this case.

*By Mr. Blair :*

Q. You gave the Canadian Pacific contract as one similar to ours?—A. Yes. We have just closed one with the Wabash railway beginning from the first of March.

Q. What is the nature of that?—A. It is similar to that made with the Canadian Pacific and the Government; a trackage arrangement and wheelage on maintenance.

Q. They use your terminals?—A. Yes.

Q. And pay rental?—A. They pay rental for the use of the International bridge and pay us a further sum to cover the rights of the track and terminals, but they get no local business.

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Q. How many miles do they use?—A. About 200.

Q. But the arrangement is the same as that with the Government?—A. Yes, the clauses are almost identical in regard to running powers.

*By the Chairman :*

Q. They have the right of running over your road and using your terminals, but not to local business?—A. Yes.

*By Mr. Blair :*

Q. But they pay a fixed rental and pay for maintenance in proportion to wheelage?—A. Yes.

*By Mr. Haggart :*

Q. Will you bring these agreements?—A. I will if the general manager will allow it to be made public. I don't think he will have any objection.

Mr. BORDEN.—We should have the agreement if you are going into that question.

Mr. BLAIR.—Why should I allow you to go to the Delaware and Hudson arrangement and not go into this?

*By the Chairman :*

Q. I think the Canadian Pacific applied to Parliament to have their agreement put in the Statute?—A. It is in the Act.

*By Mr. Borden :*

Q. Can you tell me from your recollection whether there is any difference between the present temporary arrangement between the Grand Trunk and the Government and the proposed permanent arrangement submitted to Parliament last year?—A. Yes, there are some few changes.

Mr. BORDEN.—It would assist us if you could conveniently do so, if you could state the effect of the changes.

Mr. BLAIR.—I propose to bring it in.

Mr. BORDEN.—I know, but it would be of use if Mr. Wainwright could state the changes.

Mr. WAINWRIGHT.—Some of the traffic arrangements are somewhat altered. One change is in regard to any betterments that may be made by agreement between the Government and the Grand Trunk Company, necessitated by increased traffic, that the Government can pay their proportion in cash or at the rate of interest of 4 per cent. In the old agreement it is said they should pay 5 per cent.

*By Mr. Borden :*

Q. Without any option?—A. Yes. That was a point we had no hesitation in agreeing to.

*By Mr. Powell :*

Q. The amount was capitalised at what rate?—A. Four per cent.

*By the Chairman :*

Q. On betterments?—A. Yes.

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*By Mr. Borden :*

Q. The arrangement now is that the Government shall pay their portion at 4 per cent or have the option in paying in cash?—A. I think so, according to wheelage; in other words, only for the use they made.

*By Mr. Haggart :*

Q. Do I understand clearly that the Wabash and Delaware and Hudson arrangements made with the Grand Trunk are similar to that with the Government; that is in this respect, they pay a rental and only pay wheelage rate for management or betterment?—A. They pay a rental and pay wheelage—that is the Wabash—according to wheelage for maintenance.

Q. Only for maintenance?—A. For maintenance.

*By Mr. Blair :*

Q. But they pay a fixed rental for general use?—A. Yes.

Q. You are not speaking of the Delaware and Hudson Ry.?—A. I am speaking of the Wabash. The Delaware and Hudson have no arrangements for trackage rate. Their arrangements are simply to have freight cars hauled in and out; that is we haul coming from the west, in and out, and cars lying empty are sent back.

Q. No wheelage arrangements?—A. No.

Q. The Wabash arrangement is entirely different?—A. The Wabash have other rights such as at Niagara Falls and between the Detroit River and Niagara.

Q. Where are the terminal facilities?—A. At Black Rock, near Buffalo, and near Suspension Bridge.

Q. I understand they pay a rental?—A. Yes; a fixed rental.

Q. And the wheelage rental is it only for the betterments?—A. No; for the maintenance and betterments of the road according to wheelage.

*By Mr. Borden :*

Q. I do not know whether you got quite through with the changes between the present agreement with the Government and that of last year, was there anything else?—A. There is that one, that instead of one-half they pay according to wheelage.

*By Mr. Haggart :*

Q. Has the Grand Trunk Railway Company an arrangement with any other road like that, except the Wabash?—A. I consider the Pacific between Toronto and Hamilton the same. They pay us a rental, and pay according to wheelage for maintenance. I consider it is on the same footing.

Q. What is the rental between Toronto and Hamilton?—A. \$40,000 a year, about 38 miles.

Q. Besides maintenance?—A. Besides maintenance; that is, for the road.

Q. I mean for the terminal facilities?—A. The Canadian Pacific own half the station.

Q. Then they pay nothing for that?—A. Nothing, but they pay \$40,000 a year simply for trackage.

Q. There is no similarity there?—A. They pay their share for the cost of the station.

Q. I am asking for the use of tracks and for a comparison with the use given to the Intercolonial in Montreal. You said they were similar, and now you say that the Canadian Pacific own one-half?—A. The trackage arrangement is similar, the same thing. It is simply for trackage.

MR. WAINWRIGHT.

*By Mr. Blair :*

Q. You get from the Government a fixed rental for the use of your tracks, of the bridge, and of the terminals?—A. Yes.

Q. Between Toronto and Hamilton you get a fixed rental for the use of the track, and the station has been built between the two of you?—A. Between us.

Q. Not to be paid for, or interest to be paid on it, by each of you according to the amount of use made of it?—A. No.

Q. You each paid the half irrespective of the use?—A. Yes; it is a union station.

*By Mr. Powell :*

Q. How is it maintained?—A. They pay their share and we pay ours according to the business done.

Q. Who does the most business there?—A. Oh! we do.

*By Mr. Borden :*

Q. What would be the proportion of business done?—A. It would be impossible for me to say.

*By Mr. Blair :*

Q. If you wanted to build a station at the same time as we wanted to get to Montreal you would have joined us in a union station, would you not?—A. Yes. We wanted to join the Canadian Pacific there some years ago in a union station.

*By Mr. Borden :*

Q. Could you give us the proportion of business so far as the use of that 38 miles of track is concerned?—A. I could get it for you.

Q. Beside the change you have already mentioned as a difference between the agreement of this year and that of last year, is there any other?—A. There is some difference with regard to traffic.

Q. Could you briefly state what it is?—A. The principal one I think I could tell you; there are other minor changes. The principal one is this: The Grand Trunk held that if our line between Levis and Richmond was to be destroyed, that we could not be expected to offer the traffic to the Government at Montreal, and the agreement did not allow for that. We proposed to use our line to Levis whenever we had the opportunity, but the Government insisted on having the traffic from the west handed to them at Montreal. In other words, that we should abandon and take away our Chaudière rates, and that is most important.

Q. They insisted upon having the western business given to them at Montreal to the exclusion of your line?—A. Yes.

Q. Besides that there are some minor changes in the agreements?—A. Yes.

Q. These are the two principal ones?—A. Yes.

Q. That is embodied in the agreement now made?—A. Yes.

Q. Do you regard these changes as important?—A. Yes I regard the change of handing over the traffic at Montreal and shutting up our line to Levis as a great concession to the Government.

*By Mr. Haggart :*

Q. That entered as part of the consideration into the bargain?—A. We did not think it did. We did not have that idea at the time when we agreed to it.

Mr. WAINWRIGHT.



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*By Mr. Blair :*

Q. We claimed that was the true and proper interpretation. Did I not claim that was what the language was intended to mean?—A. You certainly claimed that.

Q. With regard to the question of interest, was that not a subject of a good deal of debate and discussion between us a year ago?—A. Yes.

Q. And did you not argue and point out that your five per cent bonds in England were only selling in the market at 85, and did you bring me a newspaper showing that they were selling for only 85?—A. I told you we could not borrow at less than 5 per cent and that our 4 per cent bonds were selling at 85.

Q. And did you say that if we consented to going on you would have to put these betterments in at a lower cost than you actually incurred?—A. We could only get 85.

Q. And when we made the temporary arrangement, did I not point out that your bonds had gone up and that you could borrow at a less rate of interest?—A. Yes, we recognized that they had gone up and that we could borrow at 3 per cent.

Q. Did I say we could not pay in cash and that with large encumbrances on your property we could not put the capital of the Government on the line?—A. Yes.

*By Mr. Haggart :*

Q. We were talking about an interview you had with Mr. Rufus Pope?—A. Yes.

Q. Did you learn from him that he had an option on the line?—A. No.

Q. He never led you to believe that he had an option?—A. On the Drummond County road or on the Grand Trunk?

Q. On the Drummond County line.—A. I do not think the Drummond County line was ever referred to. He was talking about the Grand Trunk. This conversation with me had no connection with the Drummond County line.

*By the Chairman :*

Q. It was not the Drummond County at all events?—A. No it was a question as to whether we would give running rights over our own road.

Mr. PETER S. ARCHIBALD, being sworn, gave evidence as follows:—

*By Mr. Haggart :*

Q. Did you ever go over the Drummond County Railway?—A. No, I did not except in the train coming here the other day.

Q. Did you ever examine part of it at any time?—A. No, not more than a mile or so of it.

Q. You were never requested by Mr. Schreiber to make an examination of it?—A. No, I was not.

Q. Were you by any one else?—A. No.

Q. You went over the road, did you, the other day?—A. Yes.

Q. What is your opinion of the road. How does it compare with the Intercolonial?

Mr. BLAIB.—Do you say you examined it?

Mr. HAGGART.—He said he came over the road the other day. I want to know if he can pass an opinion on it from passing over the road.

The WITNESS.—I stood on the tail end of the train for the first 40 miles west of Chaudière. I saw a good deal of it; the snow had pretty well disappeared. I would not call it a road up to the standard of the Intercolonial in its present state.

Mr. ARCHIBALD.

*By Mr. Morrison :*

Q. You were a passenger on the train?—A. Yes.

*By the Chairman :*

Q. This 40 miles is the western portion next to Montreal?—A. No the other part, the new part.

*By Mr. Haggart :*

Q. Is it nearly finished?—A. There is a great deal to do to bring it up to the standard of the Intercolonial.

Q. Were they working at it?—A. No, there was nothing doing at it.

Q. What about the part of it next to Montreal?—A. I did not see very much of it. I am not in a position to give any opinion just now. I noticed the right of way was very narrow.

Q. Did you notice the road bed?—A. It is crooked in places.

Q. Not a road at all up to the standard of the Intercolonial?—A. No, I should not think so in its present condition.

Q. You know nothing as to the details of the road as you did not examine it? I understood you examined it?—A. No, I did not.

*By the Chairman :*

Q. How much are your fees to come here?—A. I do not know.

Q. How far did you come?—A. About 800 miles.

*By Mr. Blair :*

Q. You have volunteered the statement that this 43 miles of road are not up to the standard of the Intercolonial?—A. I did not volunteer it; I was asked the question.

Q. Will you swear that you were asked the question by anybody here in this examination?—A. I was asked, I think, what kind of a road it was.

Q. Will you swear that you were asked what kind of a road it was?—A. I will not swear; it is down in evidence.

Q. Will you swear that you did not volunteer the statement?—A. It is a very simple matter to look up the question.

Q. Will you swear?—A. You can tell by looking it up.

Q. What do you say?—A. I swear I did not volunteer the statement.

Q. You say you stood on the back of the rear car of the train?—A. Yes.

Q. How long did you stand there?—A. Until I got to Moose Park.

Q. How long?—A. About an hour and a half.

Q. You say the snow had disappeared along the track?—A. Yes, all but the drifts.

Q. Do you know Mr. H. A. F. MacLeod?—A. Yes.

Q. If Mr. MacLeod should go on the stand to verify a report made to the government, that with certain expenditures, which he included in his report and which was reserved by the government for the purpose, the road would be brought up to the standard of the Intercolonial; would you venture to contradict him?—A. I might, because I know more about the standard of the Intercolonial than he does.

Q. And from standing on the platform for an hour and a half you would undertake to contradict an engineer of his experience?—A. If I saw fit. If I saw sand ballast on the road I would know, as an engineer of 20 years experience on the Intercolonial Railway, that it would have to be removed or covered up.

Q. Is there any sand ballast on the Intercolonial Railway?—A. No.

Q. Is there not miles on which there is nothing but sand ballast?—A. Yes, but not hundreds of miles.

Mr. ARCHIBALD.

## Drummond County Railway Inquiry.

Q. I didn't ask you about 50 miles or hundreds of miles but is there not miles?—A. No.

Q. Do you say there are 50 miles of sand ballast on the Drummond County?—A. I say there are 20 miles.

*By Mr. McIsaac :*

Q. Mr. Archibald, were you in the employ of the Intercolonial Railway?—Yes.

Q. Up to what time?—A. Last year.

Q. Are you now in the employ of a Company of which Sir Charles Tupper is president?—A. No.

Q. Have you had any offer from them?—A. I cannot say I have.

*By the Chairman :*

Q. Are you going west?—A. No.

*By Mr. McIsaac :*

Q. Are you going there now?—A. No.

Mr. COLLINGWOOD SCHREIBER recalled, put in Exhibit No. 24, Annual Returns, Drummond County Railway, 1888 to 1897.

*By Mr. Powell :*

Q. Mr. Schreiber, please tell us what you mean by a road being up to the standard of the Intercolonial?—A. The road should have a certain width of embankments, a certain width of cuts, the bridges should be all steel and the abutments and piers of good strong massive masonry, that the rails shall weigh not less than 57 lbs. to the yard—I think it is 67—and that there shall be 2,600 ties to the mile, and that it shall be well ballasted, equal to the Intercolonial Railway of Canada.

Q. Is there anything about gradients?—A. And that gradients shall not be over 52·80 to the mile.

Q. I scarcely understand you; are there not steeper grades?—A. There are grades, near Windsor Junction, which is 70 feet to the mile.

Q. How about Cobequid mountains?—A. I think it is 65 feet to the mile.

Q. How about Dorchester grade?—A. It is 56 feet.

*By Mr. Haggart :*

Q. Do you say the standard is 52·80 feet or 70 feet?—A. It is 52·80 feet.

*By Mr. Powell :*

Q. How do you arrive at that? I do not understand that is the standard when there are higher grades?—A. Well it makes it fully up to it; more than up to it in the sense of grades.

Q. But 60 feet grades are more than 52 feet?—A. Yes, and therefore 52 feet is preferable to 60, and in that respect more than equal to the Intercolonial.

Q. But then you say the standard is 52 feet on the Intercolonial?—A. I didn't say that the standard was 52 feet.

Q. I understood you to say so. If I ask you what the standard on the Intercolonial is in respect to grades, what is your answer?—A. I could not answer. I would have to say that the maximum grade would be 70 feet.

Mr. SCHREIBER.

Q. Then if a railway had not a maximum greater than the Intercolonial it would be up to it?—A. Unless a large proportion of it was greater. If a large portion was it would not be, I think.

Q. "Being up to the grade of the Intercolonial Railway"; would that include the width of the right of way?—A. No. The width of the right of way on parts of the Intercolonial is very wide, but the narrowest is 99 feet.

Q. That would not be a consideration in determining the standard?—A. I don't think so.

Q. Now last year, when this contract was before Parliament, the only objection, I think, that was made to the Drummond County in respect to taking it off the hands of the Drummond County Railway, as respected the finished portion, was that the gradient at one or two places was a little high?—A. Yes, there were heavier grades than 52 feet.

Q. Do you know what were reduced?—A. I don't think they have all been reduced yet, some are reduced but not all.

Q. You say the highest was reduced to 63 feet?—A. Well 52.80 or 53 feet in round numbers they were to be reduced to.

Q. And that was the understanding last year?—A. That was the understanding last year.

Q. Now you have handed us in all the reports from the Drummond County Railway?—A. Yes.

Q. And these are the original reports put in to you under oath by some officer?—A. They are.

*By Mr. Haggart :*

Q. Have you made an estimate of the cost that would be between 52.80 feet and the estimate that you furnished the Minister?—A. I have made nothing at all beyond what I put in. Whatever is on that is what it is based on.

Q. That is the Intercolonial Railway standard?—A. It appears in what I put in.

Q. Then what is the difference?—A. I think Mr. McLeod has made an estimate.

Q. As I understand you the estimate you made for me was on the line of a subsidized road?—A. Yes.

Q. Why did you make an estimate for me on the line of a subsidized road when you knew it was to be used for the Intercolonial?—A. Well, as to that I could not tell you, and if I had not found that document I could not have told you anything about it.

Q. Do you remember writing me a note?—A. No, I do not remember. I have nothing in the office. I have no recollection of it.

Q. You have no plans or profiles or the basis upon which you formed the estimate?—A. For part of the road, I think.

Q. Have you got them?—A. I have them all tied in a bundle.

*By Mr. Blair :*

Q. Do you mean of the part that was built?—A. Yes. The dates will be on all plans whenever they were sent in.

MR. HAGGART,—I would like to see them.

THE WITNESS,—I have them ready.

Q. The estimate you made to me was on the basis of 63 feet to the mile?—A. Whatever is upon that document. If I had not happened to have found that document, I say I would not have remembered about it.

Q. Do you remember speaking to me about the offer made to the Drummond County Road?—A. No.

Q. Do your remember any conversation with regard to the offer?—A. Nothing beyond what is there. I do not remember anything about it.

MR. SCHREIBER.

## Drummond County Railway Inquiry.

Q. Have you an estimate in your Department of what would be required to complete the road from the estimate last year and the amount necessary to be expended in order to reach Lévis?—A. Mr. MacLeod has all that.

Q. You did not go into it yourself?—A. No.

*By Mr. Blair :*

Q. I received a report from Mr. MacLeod, which is in the office somewhere ; you never saw the report?—A. I have a copy of it. (Copy put in Exhibit No. 25).

*By Mr. Powell :*

Q. You say this estimate was made upon a basis of gradients and other requirements to enable the road to get the subsidy. Well, I see that the subsidy would have to be paid for by the Railway Department on a higher gradient—a steeper grade—than you have estimated on, how could that be?—A. Yes, I think so. When I was here the other day I did not remember it. I have looked at the contract and I find that passing through the town of Drummondville it cut down some streets with a grade of 65 feet to the mile and an Order in Council was passed allowing an 80 foot grade.

Q. And that is the only place?—A. Yes, the village of Drummondville.

Q. From June 30th, 1889, down to June 30th, 1896—in fact to June 30th, 1897—there is no return with a maximum gradient less than 66 feet?—A. There is an 80 foot gradient there now not taken down yet.

Q. You did not quite understand my question. If up to 1895 the Company had received the sum total of subsidy granted by the Federal authorities, what would be the object of your making an estimate to earn the subsidies when the subsidies were actually earned and paid for at a higher gradient than 63 feet, which you estimate?

Mr. BLAIR.—That question as you put it is hardly fair.

*By Mr. Powell :*

Q. Mr. Schreiber has stated he made this estimate which he handed to Mr. Haggart on the basis of the requirements of the Subsidy Act?—A. Not the subsidy Act but upon the subsidy contract. It is all stated in the document what the grades and curves were but I do not remember what they are.

Q. If you did not make your estimate on the basis of requirements necessary to earn the subsidy on what basis did you make it?—A. I think that is the basis I did make it on.

Q. How could it have been made on that basis when at that very time your department or yourself had actually paid over the subsidies, thereby acknowledging that the subsidies had been properly earned and the requirements of the contract fulfilled?—A. So I think they were. I am quite sure they were properly fulfilled before the money was paid.

Q. It is represented in the official return, that the gradients on which the subsidy was paid on June 30, 1889, and which is sworn to are 63, but on June 30, 1890, there is a statement that there is a gradient of 80 and the subsidy was paid over on that?—A. Would you allow me? I have said that the Drummond County contract was modified for reasons which I have stated?

Q. I am not asking you how it came about that the 80 gradient was allowed but the subsidy was paid for that 80 gradient there?—A. Certainly.

Q. And there were other gradients on other portions of the road of 66 and some of 69?—A. Sixty something.

Q. And the subsidy was all paid over with these high gradients? How did it come that you took a basis of 63 when the basis was 63 up to 80?—A. Because I took it under the contract.

Q. Have you the contract here?—A. Yes.

Q. Let us see it? (Exhibit No. 26 put in).

Mr. SCHREIBER.

*By Mr. Haggart:*

Q. Was this subsidy agreement amended by Order in Council?—A. It was.

Q. Have you the amendment?—A. I fancy the order is here. (Exhibit No. 27.)

Q. Was there only one amendment?—A. No, I think there were two. I think there was an amendment about some culverts.

Q. There is an amendment from 63 feet, and the first must have been one to amend it to 63 feet?—A. I don't think so; I think it is in the contract.

Mr. BLAIR.—Yes, the contract says 63 feet.

*By Mr. Borden:*

Q. Would you be good enough to bring at our next meeting all reports made to the Department of Railways or to the government by any engineer or officer in 1896 or 1897 with regard to the condition or value of the Drummond County Railway?—

A. They are all here.

The Committee adjourned until Monday, 28th instant, at 11 o'clock a.m.

# Drummond County Railway Inquiry.

HOUSE OF COMMONS,  
MONDAY, 28th March, 1898.

Inquiry into expenditure of subsidies granted to the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Committee met at 11 o'clock a.m.

Mr. COLLINGWOOD SCHREIBER, recalled, gave evidence as follows:—

*By Mr. Powell:*

Q. Mr. Schreiber you made this estimate of the cost of construction, where did you get your data?—A. To what estimate do you refer?

Q. That is the estimate you submitted to Mr. Blair for the Drummond County Railway?—A. From the plans and profiles.

Q. That is plans and profiles that were on file in the office?—A. Yes.

Q. Who made the inspection of the forty-three miles of the road, Mr. MacLeod?—A. Mr. Macleod.

Q. Did you give him instructions in respect to the inspection?—A. Yes.

Q. Were these in writing?—A. I think so; yes.

Q. Have you a copy of them?—A. I think so.

Q. Are they here?—A. I presume they are. I will look. Those two letters meet the case, I think (Exhibits Nos. 28 and 29).

Q. Was there a contract entered into between the Drummond County Railway Company and the government with respect to this last subsidy?—A. The 42½ miles; yes, I put it in on Saturday.

Q. Did this contract call for a higher grade of railway than the contract with respect to the former subsidies?—A. I think not. I think it was the same so far as the subsidy part of the contract was concerned.

Q. And the inspection was made by Mr. MacLeod was in respect to the requirements of this subsidy?—A. Yes, so far as that inspection is concerned.

Q. Did he make another inspection?—A. He made other inspections.

Q. Has he made any inspection with respect to this road as regards the standard of the Intercolonial?—A. He has; I think I put in his report on Friday.

Q. He had instructions from the department to make this latter inspection had he not?—A. He had instructions to make a general inspection with regard to seeing that the work is put through according to agreement.

Q. With regard to having it up to the standard of the Intercolonial Railway?—A. I think he saw the minister about it.

Q. Now, when Mr. MacLeod got his instructions to make this inspection with respect to bringing it up to the standard of the Intercolonial Railway, had he not instructions from the department?—A. Nothing further than to see that it was up to the standard.

Q. There were no instructions given him with respect to the standard of the Intercolonial Railway?—A. No. When he entered on the duties of inspecting, I gave him some papers with respect to the standard of the Intercolonial Railway.

Mr. SCHREIBER.

Q. The Intercolonial Railway is a road raised up pretty high for drainage and winter purposes, is it not?—A. Yes, it is a good road throughout.

Q. Have you been over the Drummond County Railway yourself?—A. No, I never saw it.

Q. And you cannot say whether the roadbed is as high as the roadbed of the Intercolonial?—A. With respect to the section east of Ste. Flavie the road is entirely different. You can draw no comparison except with the section between Chaudière Junction and Rivière du Loup and through to Isle Verte. It is a very flat country through from Chaudière Junction to Rivière du Loup, and it is a similar country from Chaudière Junction over the greater part of the line towards Ste. Rosalie.

Q. Especially so towards Moose Park, would it not?—A. Yes.

Q. That is, it is very low and level?—A. Yes.

Q. Then there would be the greater necessity for raising the road in this low country?—A. It is always well to keep it well above the surface of the ground.

Q. There would be a greater necessity for having it high than for having the ordinary portions of the Intercolonial high, would there not?—A. Not than in the sections I mentioned. But it would than down in the Nova Scotia section.

Q. You are not prepared to say from personal knowledge that the roadbed from Chaudière to Moose Park is as high as the Intercolonial from Chaudière to Rivière du Loup?—A. I do not think there is a very great difference, but I have not seen this road.

Q. You cannot say from personal knowledge whether there is or not?—A. I have not been on the road.

Q. On the Intercolonial Railway, generally there is a large quantity of ballast; it is a well ballasted road; especially between St. John and Halifax there is ballast to the depth of feet?—A. I think not.

Q. How much is there?—A. About a foot under the ties.

Q. That is about 18 inches altogether?—A. Yes.

Q. Do you know whether that quantity is to be found on this new piece of Drummond County road?—A. I have not seen the road.

Q. And there is no information in your office to enable you to speak?—A. I could not say. According to Mr. MacLeod's report, the ballasting is not finished.

Q. Coming to the old portion of the Drummond County line, there were two grades mentioned in the contract submitted to parliament last year, one at St. Francis River and the other at Carmel Hill?—A. There is one at Drummondville, 80 feet to the mile, is that the one you refer to?

Q. I do not know, but it is mentioned in the contract as at these two places?—A. Those grades will be reduced; some of them have been reduced and some of them are to be. I have never been on the ground.

Q. Did you make any estimate, Mr. Schreiber, as to the probable cost of reducing these grades to the standard that you had fixed of 52·8?—A. Mr. MacLeod has; I have not.

Q. You yourself do not know anything about it?—A. No; you will find it all in detail in his estimate.

Q. Do you know whether any work has been done on the old portion of the road since the session of parliament, in 1897, to the present time other than the reduction of these two grades?—A. On the old portion of the road?

Q. Yes.—A. I think there has been ballasting done.

Mr. BLAIR.—They straightened out one part of the line.

THE WITNESS.—Some of the bridges have been strengthened to meet the requirements of the heavy rolling stock.

*By Mr. Powell:*

Q. And as the Minister has suggested the curvature has been lessened in one place?—A. The curves were upon these grades and in reducing the grades the curves were improved.

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## Drummond County Railway Inquiry.

Q. Has anything been done in the way of widening the road bed?—A. Mr. MacLeod can speak as to that better than I can.

Q. It is useless to ask you questions if you have no personal knowledge of it?—A. No; I have no personal knowledge of it.

Q. What is the standard, Mr. Schreiber, of the Intercolonial Railway in respect to sleepers?—A. Eight feet long, eight inches face and six inches thick.

Q. I do not wish to make a positive statement, if you do not recollect distinctly, but is it not 9 feet long?—A. It used to be 9 feet; it was reduced to 8 feet, but it may possibly have been again increased to 9 feet; I am not speaking of my own knowledge.

Q. Have you ever inspected the rolling stock of the Drummond County Railway?—A. I have never seen it nor inspected it.

Q. You caused to be prepared a statement which was submitted to the Senate last year and has reference to the probable increase of traffic and the increase of working expenses in connection with this line being taken over as part of the new system? Have you a copy of that with you?—A. I do not think I have it here but I can get it. You say it was a return made to the Senate?

Q. Yes; I have it here from the Senate *Hansard*. Probably you can look at that and see whether it is the same.—A. Yes; I have no doubt it is correct.

Q. That is the estimate you made?—A. No doubt.

Q. Who prepared that?—A. Mr. Pottinger and I did it together.

Q. Or did you prepare it separate and apart from Mr. Pottinger?—A. No; I think we were together, but I am not sure.

Q. You are not positive whether you prepared it together?—A. I cannot remember, but I see his name there and his name would not be there unless we prepared it together.

Q. Might not Mr. Pottinger have prepared it and submitted it to you for signature?—A. I do not think so.

Q. Look at the working expenses. You provide for an increase in working expenses owing to the connection with this new railway of \$353,000. Now, on what basis do you make this estimate? On the basis of the Intercolonial?—A. On the basis of the Intercolonial, but that does not apply to this section of the road only; it applies to what we considered would be the increased business on the road generally. It would increase the expenses all through and not on this road alone.

Q. Would't the working expenses on this road be approximately proportionate to the mileage of this road and of the Intercolonial?—A. I think so.

Q. That would be a fair way of estimating it?—A. Yes, on the basis of what we were expending in the past.

Q. What it is at the present time?—A. No, what it would be with the increased business if we were correct in calculating that there would be an increase of business which we thought there would be.

Q. You made no estimate of the amount of additional rolling stock that would be required, did you, owing to taking over of this road?—A. I did not; I think there have been estimates made.

Q. Do you know Mr. Harris the traffic and passenger manager of the Intercolonial?—A. Yes.

Q. You know he has given to the public statements that the rolling stock of the Intercolonial was insufficient for its present purposes let alone any increase?—A. Yes, I have heard him say so.

Q. And he submitted that to the Minister in a letter which was afterwards made public, did he not?

MR. BLAIR.—I do not think so.

*By Mr. Powell:*

Q. Do you recollect?

THE WITNESS.—I do not remember having heard him say so.

Q. Then if the rolling stock is insufficient for the present purposes of the Intercolonial there would be a considerable addition to the rolling stock required if

MR. SCHREIBER.

this road were taken over?—A. Yes, if there was more business, more rolling stock would be required.

Q. And the rolling stock approximately would be proportionate to the increase in the mileage of the road?—A. Not necessarily; it might be more than that. If the business increased as we anticipated there would be a greater increase of rolling stock than that.

Q. I would be putting it at the minimum when I say that the increase in the rolling stock would be proportionate to the increase in mileage?—A. I think so.

Q. Have you any data at hand in respect to the rolling stock of the Intercolonial at present?—A. We have the railway statistics which show it.

Q. We will get at the present mileage of the Intercolonial and the increased mileage. The present mileage is about 1,150 miles?—A. Thereabouts.

MR. BLAIR.—1,142 miles.

*By Mr. Powell:*

Q. And the contemplated increase by taking over this line is what?

THE WITNESS.—153 miles, I think.

Q. Is it not more than that?—A. Running into Montreal would add 36 miles, I think.

Q. 153 miles is your estimate?—A. I think that is right.

Q. How many engines have you at present on the Intercolonial?—A. I do not remember at the present moment, but it is on record.

Q. I think there are 212?—A. Somewhere about that; it is on record.

Q. On that basis they would require about 30 new engines?—A. It is a simple calculation; it can be calculated very easily.

Q. If it is not too much bother, I would like you to give us an approximate estimate?—A. I can give it to you on paper. I would prefer to submit it afterwards if it is not necessary to put it in just now.

Q. I will give you the items I require?—the minimum, not the maximum additions according to mileage of engines, box cars, flat cars, mail cars, first class cars, second class cars, baggage cars, snow ploughs, flangers, sleeping cars, and I believe it is contemplated to put on some dining cars.

MR. BLAIR.—I think the figures are that for every six miles you will require another engine.

MR. POWELL.—Or for every five miles.

MR. BLAIR.—No, for every six miles.

*By Mr. Powell:*

Q. I would like to ask if your contemplated estimate of the increased expense made allowance for the increased traffic over the line generally?—A. Yes.

Q. Now I will call your attention to this particularly. Look at your statement made to the Senate and say whether or not, taking the mileage of the Intercolonial at present and the increased mileage, would you say the increase of working expenses there contemplated an increased traffic on the Intercolonial generally?—A. That is my recollection, of course.

Q. Yes, but that was made over a year ago?—A. Yes, that is my recollection.

Q. Now by the sworn returns that are made to your department, Mr. Schreiber, you are supposed to have at least a fair and exact statement of the road in respect to the different details that are mentioned there. You regard these reports as reliable?—A. They are sworn to.

Q. What amount do you consider to be a fair allowance or fair cost for six engines?—A. It would depend on their size very much. They vary by power and weight.

Q. Take a fair standard engine?—A. Well, about \$10,000 to \$13,000 a piece.

Q. \$8,000 would be a cheap valuation?—A. I think it would.

Q. The second class cars, what would be a fair cost?—A. They also vary on different roads. On ours they are, I think, about \$3,500.

Q. \$750 would be a very low estimate?—A. A piece?

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## Drummond County Railway Inquiry.

Q. Yes?—A. Well I should think it would.

MR. BLAIR.—That would be a second-hand car as well as a second-class car.

Q. What about first-class cars?—A. They also vary very much. Ours cost about \$6,000, and on some smaller roads they cost \$4,000.

Q. \$4,000 would be a fair valuation?—A. That is what they cost on small roads.

Q. What is a fair valuation for box cars?—A. About five hundred dollars; for large cars six hundred.

Q. Five hundred dollars would be low?—A. Yes.

Q. Take baggage cars, what would be a fair valuation for them?—A. \$2,500 I should think.

Q. If we put it at \$600 it would be low?—A. I should think so.

Q. What cost would you put on flat cars?—A. They generally cost \$120 less than box cars.

Q. That is \$375. To place the cost of 20 flats at \$7,500 would be a fair estimate, would it not?—A. I think so.

Q. What is the cost of a flanger?—A. I really forget now.

Q. Is \$700 an extravagant estimate of the cost?—A. I do not think so.

Q. You would regard it as fair?—A. I think so.

Q. A snow plough, what is the cost of it?—A. I really would not like to say just now. I could tell better by referring to the records.

Q. I won't tie you to one or two hundred dollars, or three or four for that matter, give us what you regard as the minimum?—A. I can not say.

Q. Would \$1,200 be a low estimate?—A. It would be very cheap.

Q. Then the two snow ploughs at \$2,400 would be a very low estimate of their cost?—A. I think it would.

Q. Now, have you got the railway statements of 1897 there?—A. On what?

Q. On the Drummond County railway?—A. No, you have them.

Q. Look at page 30, No. 23. Now, if you will just look over that and see if I have these figures right—two snow ploughs, they are right in the margin under the head of remarks—one flanger, nine box cars, 20 flats, one baggage car, one first-class car, two second class cars, six engines. That would be the total amount of rolling stock that is returned to the railway department as being owned, I do not say possessed by the Drummond County railway?—A. Yes.

Q. And according to the estimate that you have given to me they total up \$65,200?—A. I have no doubt these figures are correct.

Q. Now this amount of \$65,200, Mr. Schreiber, would be included in the returns of the Company for the total cost of construction of their railway, would it not?—A. I should think so. I think there is no doubt about it.

Q. Then when they make representations of the total cost it includes \$65,000 for rolling stock?—A. It includes that, no doubt.

Q. And as I remember the terms of the contract before Parliament last session this rolling stock was not included in the sale?—A. No, it was not.

Q. We will go into this statement a little further—your estimate of increased earnings; I suppose Mr. Schreiber that it was not contemplated in taking over this Drummond County road to generate any freight, but to capture it?—A. To do what?

Q. It was not hoped to generate any traffic but to capture it?—A. To capture it.

Q. You did not suppose that by the construction of this road there would be an additional barrel of flour or a ton of freight that would be required by the Maritime Provinces?—A. No.

Q. It was simply by the construction of this road you hoped to deflect from existing means of transportation the traffic to this line?—A. Yes. You are now speaking of local traffic when you say an additional barrel of flour.

Q. Let us understand our terms. By local traffic you would mean traffic destined from Montreal or the West to points on the Government railway system, or from points on the Government railway system to Montreal or some point West of Montreal?—A. That is correct.

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Q. And by through traffic, you would mean traffic from the west for exportation from Atlantic sea ports?—A. Yes.

Q. Then, Mr. Schreiber, it was not contemplated by you in making up this estimate that there would be created one ton or one pound of additional traffic?—A. No, not by reason of acquiring this road; that is to say we expected to divert traffic from other routes.

Q. That means to capture traffic?—A. Yes, capture it.

Q. Then the only diversions would be from the Canadian Pacific Railway or the Grand Trunk Railway?—A. And from the boats.

Q. That would be in the summer time?—A. Yes.

Q. Then so far as the Grand Trunk and Canadian Pacific Railway are concerned all the traffic you would hope to get appears in some way or other in the present returns of the Intercolonial Railway, either as through traffic via St. John or via Chaudière?—A. No, I do not think so. I think we expected to capture traffic going by Portland and other ports.

Q. I am not speaking of oceanic traffic?—A. Are you not.

Q. Then every pound of freight shipped from a point on the Intercolonial to-day to points west of St. John or Chaudière which you could hope to capture appears in the freight statistics of the Intercolonial Railway in some way?—A. No, I do not think so. They do not cover steamboats running to the maritime provinces.

Q. With that exception it does?—A. Yes.

Q. When you made up your estimates of increased traffic had you before you the statistics of freight transportation by water courses to the maritime provinces from the St. Lawrence?—A. I do not think so.

Q. It was better to go it blind?—A. Not necessarily so.

Q. Do you know to-day, sir, what amount of freight is shipped to the maritime provinces via the St. Lawrence water courses, via Montreal or Quebec or other points, the traffic from which could be diverted for the Intercolonial?—A. No, but we would endeavour to divert as much as possible.

Q. That is a general question; had you statistics of what you could divert or hoped to divert?—A. No, we had not.

Q. Then this estimate is developed from a trained imagination?—A. No, we had information before us at the time.

Q. You don't appear to have had any information as to the St. Lawrence route?—A. Yes, we had.

Q. You told me a moment ago that you had not?—A. We had some statistics, but I do not know what we made use of at the time.

Q. You told me you had them before you at the time?—A. No, I did not.

Q. Then you have no idea of the amount of that traffic?—A. No, I do not remember at all.

Q. And you were in a position to successfully compete with the steamers going to the Maritime Provinces?—A. We would make an effort to secure all the business we possibly could.

Q. As a man of lengthy experience in railway matters is the hope of capturing that traffic not almost visionary?—A. We have in the past captured traffic that has gone down by boats.

Q. And what you captured you held?—A. For sometime, and after a time we might lose it.

Q. Now, under the circumstances of this contract as submitted to parliament had you not as abundant facilities to capture that traffic from Quebec and all points east of that as you would have to-day if this contract was carried out to Montreal?—A. We did not think so, or we would not have been in favour of extending it to Montreal?

Q. I say from the City of Quebec or points east, take Chaudière or Lévis; from Lévis and points east on the St. Lawrence were you not in as good a position, with the facilities you had, to capture that traffic at the time this contract was submitted to parliament as you would be if the railway was extended to Montreal?—A. I think so.

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## Drummond County Railway Inquiry.

Q. Then all the portion of the marine transportation you would hope to capture would be from Montreal and from points between Montreal and Lévis?—A. Yes, west of Quebec.

Q. Had you any hope when you submitted this estimate to parliament of capturing the traffic by water from points west of Montreal?—A. We should make a great effort to do so.

Q. Would you not regard it as a hopeless effort?—A. No, I have no doubt we should capture some.

Q. Would you not be in as precisely as good a position to capture that water freight which originated west of Montreal—would you not have as good a chance for that at Lévis as at Montreal?—A. We did not think so.

Q. Would you not?—A. We did not think so. We thought we would be more likely to get it in the city of Montreal than at Lévis.

Q. Just please describe the condition of affairs that would lead you to make such an assertion as that?—A. I believe it would be a great advantage to have our trains running freight into a big mercantile city like Montreal, and that we would be more likely to capture traffic there than we would at Lévis.

Q. I am talking about traffic originating west of Montreal on water lines; would you be in any better position to compete for that at Montreal than at Lévis?—A. Well,—

Q. Don't you know you would not, Mr. Schreiber?—A. That is a difficult question to answer.

Q. And the answer will be so difficult that you would not feel like basing very much of a scientific calculation upon imaginary data?—A. I think we would be in a better position to capture it in Montreal than at Lévis.

Q. The maritime steamers or the steamers that go to the maritime provinces start from Montreal?—A. Yes.

Q. Have you any figures at all as to the freight they carry from Montreal?—A. I do not remember now how much they carry.

Q. We have been speaking of the local freight; now we come to the foreign freight. You hoped also to capture part of the freight imported into and exported from Canada?—A. We hoped to do so.

Q. And that entered into the computation you made?—A. Yes.

Q. Where did you contemplate the shipment and delivery of this freight?—A. Both at St. John and Halifax—the greater portion of it at Halifax.

Q. And your competing lines for that would be the Grand Trunk and the Canadian Pacific Railway.—A. Yes, I think so.

Q. The Grand Trunk for the receipt and shipment at Portland and the Canadian Pacific Railway, for the receipt and shipment at St. John? Against what odds would you have to contend in respect to mileage?—A. I think we would have 90 miles against us at Halifax and about 250 at St. John.

Q. And how much at Portland?—A. Portland and Rivière du Loup are about the same distance from Montreal.

Q. What would be the mileage?—A. I forget what the distance is from Halifax to Rivière du Loup.

Mr. BORDEN.—From Montreal to St. John it is 487 miles, from Montreal to Portland 297 miles, and from Montreal to Halifax 841 miles.

Mr. BLAIR.—The difference would be between 500 and 600 miles.

*By Mr. Powell:*

Q. In order to compete with the Canadian Pacific Railway successfully you would have to deliver freight at Halifax at precisely, or at all events, very nearly the same rates as the Canadian Pacific Railway, or at as low rates as the Canadian Pacific Railway would deliver freight at St. John?—A. Somewhere in the same neighbourhood.

Q. That is, you would have to carry for the same rates freight 254 miles further?—A. Yes.

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Q. In other words, if the Canadian Pacific Railway had a fair business rate on freight from Montreal to St. John you would have to carry, in order to compete with them, freight 254 miles for nothing?—A. Well, if the rates were the same we would.

Q. You could not charge higher rates, could you?—A. Not much higher.

Q. And as against Portland you would have to carry it 544 miles for nothing?—A. Between 500 and 600 miles, the difference between Portland and Halifax.

Q. Now, Mr. Schreiber, if the Grand Trunk Railway delivered freight at fair business rates at Portland from Montreal and points west, you would, in order to compete with them, have to deliver freight at Halifax at a loss, would you not?—A. I do not think we would make much.

Q. Candidly, in order to compete with them, sir, would you not have to deliver freight at a loss?—A. I think we would if we carried it at the same rate.

Q. Now, sir, we come again to oceanic rates; do you know if freights are cheaper at Portland than at St. John or Halifax?—A. I do not know what the rates are at the present time. I do not know what the winter rates are at these ports.

Q. You do not know that?—A. No, I do not know that of my own personal knowledge.

Q. The Canadian Pacific Railway, so far as strategic position is concerned, is in as good a position to capture this ocean traffic as you could hope to be by the extension of the line into Montreal?—A. I think they are.

Q. Can you tell me what portion of oceanic freight has been carried by the Canadian Pacific Railway during the year ended 30th June, 1897?—A. No, I do not remember.

Q. It is published in the railway report here, I think, if I can put my finger on it, for this last year?—A. You mean over the Intercolonial.

Q. Yes; just give us how many tons of ocean freight came up by way of the Canadian Pacific Railway and the Intercolonial during the year ended 30th June, 1897?—A. Over the Intercolonial via Chaudière, I think 2,654 tons; by St. John 263 tons; local 17,239 tons.

Q. We are not speaking of local, but simply through freight. All you could have hoped to capture by the extension of the line into Montreal last year of oceanic freight was 263 tons?—I don't see that at all.

Q. Well, just look at the statement.—A. I know that is all that went in that direction, but probably we would have captured a good deal that went to Portland.

Q. You are in hopes of capturing it?—A. Yes.

Q. Even by carrying freight for nothing 544 miles?—A. I could not say what we would carry it for.

Q. Now as a practical man, Mr. Schreiber, don't you know that the geographical position is too much against the Intercolonial railway to ever hope to compete with the Grand Trunk?—A. I think geography is against us.

Q. And don't you think that it is absolutely idle to hope to ever capture that trade, candidly?—A. It would be difficult to capture it, no doubt.

Q. But as a business man, looking to gain, taking that as an element into consideration, is it not so?—A. Well, trade will take the cheapest route.

Q. And you regard the cheapest route as by way of Portland?—A. It has been, so far.

Q. And don't you regard it, sir, as likely to be in future?—A. I think if a fast line of steamers were put on, to Halifax, we would capture a good deal of business.

Q. You might then hope to capture some?—A. Yes.

Q. That is, provided freights were such as to enable you, owing to subsidies, to give shippers some corresponding advantage in ocean freights?—A. Yes.

Q. But that would require that there should be some corresponding reduction in ocean freights?—A. There should be some advantage.

Q. And an advantage only to be got by subsidizing ocean steamers to enable it to be done?—A. I don't know that.

Q. I would call your attention to the fact that heretofore there was a subsidy to steamers calling at Halifax?—A. Yes.

Mr. SCHREIBER.

## Drummond County Railway Inquiry.

Q. And since the Canadian Pacific Railway began to run their line to St. John also?—A. Yes.

Q. And you had several years' trial of this?—A. Yes.

Q. You had eight or ten years' trial at least?—A. No, the Canadian Pacific line to St. John was only opened in 1890.

Q. Well, at least you had seven years' trial. Now during these seven years as an experiment did you succeed in diverting to the Intercolonial Railway from Portland more traffic than now?—A. I had given the figures.

Q. And has it not been continually dwindling?—A. It has of recent years.

Q. And neither yourself nor the Canadian Pacific Railway could hold it?—A. —

Mr. BLAIR.—These statements show that the traffic nearly doubled this year over last, and doubled then over the year before, by the Canadian Pacific Railway to St. John, and though Portland is so much shorter and cheaper, and trade is sure to follow the cheapest route it is strange this happened at St. John.

Mr. POWELL.—Yes, by subsidies to the Beaver line.

Q. Now, so far as passengers are concerned we will look at that. Do you remember what was to be the increased traffic in passengers?—A. I do not.

Q. What you said of freight would be largely true of passenger traffic, would it not?—A. Well, I do not know. I think we are carrying a good many immigrants yearly after navigation in the St. Lawrence closes.

*By Mr. McIsaac :*

Q. Assuming that what Mr. Powell says is correct, that the extension of the road from Lévis to Montreal would not gain the road additional freight, then it would follow that the extension from River du Loup to Lévis was a mistake?—A. Well, if it does not increase our traffic.

Q. The conditions would be the same?—A. Yes.

*By Mr. Borden :*

Q. Halifax has considerable advantage over Portland so far as being an ocean port?—A. Yes.

Q. I understand from steamship men in Halifax that four or five years ago they were able to send by way of Halifax all the freight they could get. I am speaking of Messrs. Pickford & Black?—A. You are now speaking of four or five years ago?

Q. Yes.—A. Well, there were times when we could not get sufficient steamers.

Q. What I want to understand is why, if that was so one year, it should not be continued. What was the exceptional circumstances that year that made it so?—A. I do not remember, though I know it was so.

Q. If I understand it rightly it was because they were able to get that year through rates over the Grand Trunk to points west of Montreal?—A. I do not remember the reason but I remember the circumstances.

*By Mr. Blair :*

Q. Under the traffic agreement with the Grand Trunk we have a mileage basis with them, have we not, for western traffic?—A. We now have.

Q. Fixed and immovable, I may say, by contract?—A. Yes, I think we have an agreement to that effect.

Q. Now, then, you rely somewhat for an increased traffic over the Intercolonial Railway upon an active and progressive policy, do you not, on the part of the management?—A. It must be so or we will not get the traffic.

Q. And you do not despair at all but that Halifax may ultimately, under the Intercolonial Railway, become a port of some importance for through traffic?—A. If fast steamers are put on better traffic is certain.

Mr. SCHREIBER.

Q. The proposition which Mr. Powell has presented to you and the conclusions he has made, if generally applied, would go to show that no railway can compete with any other railway, would it not?—A. It would go to show that the railway with the longer distance would not be able to compete with the shorter line.

Q. And the railways might lay down, so to speak, and give up the ghost; and no one would enter on railway ventures, if such were the case?—A. Yes.

Mr. POWELL.—When you go 400 odd miles further around to cut across.

Q. Now do you see any reason why it would not be possible for us, with traffic arrangements with the Parry Sound Railway, they having a large amount of freight, to secure a portion of that traffic for the Intercolonial Railway?—A. We expect to get some of that. That is a matter which has been discussed.

Q. Discussed with the Parry Sound people and which we will further consider?—A. Yes.

Q. And are trying to make arrangements accordingly?—A. That is the idea. That is the Canada Atlantic and Parry Sound I am referring to.

Q. Mr. Powell has pointed out to you that the traffic over the Intercolonial last year was so much, and that you could not hope to get any additional business without you took some portion of that traffic out of that total; was that the way he presented it?—A. What I understood him to ask was whether I depended on capturing traffic or expected increased traffic. It was really to capture traffic; any we secured from the Canada Atlantic would be captured traffic.

Q. You made an estimate here, in conference with Mr. Pottinger, of probable increased amount of traffic after the extension should be in full working order?—A. Yes.

Q. You counted in that upon a substantial increase of the business of the country?—A. Well, I do not remember as regards that.

Q. Do you know how immense has been the increased tonnage carried over our railways this year as compared with others?—A. I believe it has been considerable.

Q. And last year as compared with the year before?—A. I do not remember.

Q. But you know that last year's has been very considerable?—A. Yes.

Q. Speaking from recollection, you cannot tell me just what the figures are?—A. No.

Q. In speaking of the comparison of probable rates on the carriage of freight from Montreal to St. John compared with rates from Montreal to Halifax there is something to be taken into account for the shorter ocean voyage from Halifax, is there not?—A. Yes.

Q. Do you happen to know in a general way, what is the advantage to Halifax over St. John in ocean freights for the ocean portion?—A. No, I do not.

Q. But whatever difference there would be it would be allowed to the railway carriage for the additional mileage? A. Yes.—Whatever the difference is, but I do not know what that difference is.

Q. In carrying freights by either the Canadian Pacific Railway or the Grand Trunk, both of these railways would be under the necessity of realizing, in addition to actual cost of carriage, a sum sufficient to pay a dividend upon their capital, and interest on their bonded debt, would they not?—A. That is what they are doing, paying dividends, and they must earn it, I suppose.

Q. In operating the Intercolonial we have no capital stock to pay dividend on and no bonded indebtedness on which to pay interest?—A. I am afraid we have not paid any.

Q. So we could probably take that into account as another element in competing with them over a national highway, could we not?—A. That would be an advantage, at any rate.

Q. Could we run on a smaller margin of profit?—A. If you do not propose to pay interest on capital you could.

Q. We never have, have we?—A. No.

Q. It has never been considered imperative to pay interest on the bonded debt of the Intercolonial?—A. We have done our best to make the road pay.

Mr. SCHREIBER.



## Drummond County Railway Inquiry.

Q. Your best to make both ends meet?—A. Yes.

Q. You have not anticipated the possibility of paying interest on the amount the road cost? A. I have not considered that matter.

*By Mr. Powell :*

Q. In the past experience of the road, while you have never endeavoured to pay interest on the bonds of Canada for indebtedness incurred in the construction of that road, have you ever cut rates below the rates of the Grand Trunk and Canadian Pacific Railway which do business on business principles?—A. Well, our general tariff is lower than either of those roads.

Q. On through traffic?—A. On through traffic we have carried lower than those roads.

Q. Lower per mile?—A. Yes.

Q. But as to the total carriage between St. John or Halifax and Lévis is that less than theirs?—A. I do not think so.

Q. And has never been up to theirs?—A. Not per mile, but in the aggregate.

Q. And the rates on the Intercolonial have been generally as much as the country would stand?—A. Well, if we raise them a little there is always a good deal of trouble about it.

Q. But as a matter of fact they have been fair business rates, have they not?—A. I think it costs just as much to carry the traffic of the Intercolonial as it does to carry the traffic on the Grand Trunk Railway or the Canadian Pacific Railway.

Q. And while you have not made much out of the line, you have charged fair business rates in your tariffs?—A. I do not think the Grand Trunk or Canadian Pacific Railway are too high.

Q. And wherever you enter into competition you have practically the same rates as they have?—A. Sometimes we are lower per mile.

*By Mr. Borden :*

Q. With regard to your estimate (Exhibit No. 15) that is an estimate of what you should pay for terminals to the Grand Trunk at Montreal, I see you include \$30,000 for proportionate workshops?—A. Yes.

Q. I do not think the contract last year gave you the right to use the workshops?—A. I think it did.

Q. You think it did?—A. Yes; at any rate I included it in my estimate. There is no doubt about that.

Q. It is not included in clause 4 of the agreement last year; I do not say it is very important?—A. There is no doubt it was intended to be included.

Mr. BLAIR.—They give us the right to put our machinery, engines and locomotives in to be repaired, and we are only required to pay the actual cost of material the same as they.

Mr. BORDEN.—That is dealt with in another paragraph.

Mr. BLAIR.—The 21st and 22nd clauses are probably what you refer to.

The WITNESS.—These include the terminals and other facilities at Pointe St. Charles.

*By Mr. Borden :*

Q. I do not think that would include it, for so many things are distinctly specified, such as engine-house, car-house and sheds?—A. That is what I understood it to mean.

Q. Look at Exhibit No. 15. I observe that you take half the cost of 4 miles of railway, \$320,000; namely, \$160,000, and you take half the cost of the passenger station, while you take the whole cost of all the other portions. Explain why this is?—A. I do not remember the reason just now, but I considered our present traffic would require the use of what I have covered by my estimate.

Mr. SCHREIBER.

Q. The proportion of user by the Intercolonial would of course be much smaller than the proportion of user by the Grand Trunk?—A. Very much.

Q. Can you give us any figures as to that?—A. I could not just now. It would be a very much smaller proportion.

Q. Coming to clause 35 in that agreement before you, which deals with the case of betterments and additional works, what was the reason for arranging to pay 5 per cent of half the cost rather than a proportion of the cost based on user or wheelage?—A. My recollection of that is this, that if the company chose to make any improvements or enlargement of their works in any way which was not called for by the government we would not have to pay for any portion of it. It was only such improvements as the minister approved of.

Mr. BLAIR.—And in writing declared necessary.

*By Mr. Borden :*

Q. Assuming that that is true, it is undoubtedly true that the Grand Trunk would use them a great deal more than you would?—A. They might not necessarily do so; we might use them exclusively; it might so happen.

Q. But the extreme probability is that they would use them more than you would?—A. They might do so, their business is greater than ours.

Q. In the 3rd, 7th and 19th clauses you will see that the cost of maintenance and some other things are based on wheelage or user?—A. Yes.

Q. What I want to get at is the reason why that principle was not applied to clause 35?—A. I cannot tell you.

Q. You have it that way in the temporary agreement?—A change has been made in that respect?—A. I think it is according to wheelage now.

Q. That is in the temporary agreement?—A. I think so.

Q. There is another clause that I would like you to look at for the purpose of directing your attention to it. It seems to me a little dangerous in the old agreement; I do not know whether it is changed or not in the new agreement. Clause 8:—"That each of the parties hereto shall be responsible for accidents or casualties upon or to its own trains, or for damages that may occur to live stock or to persons walking on the track if there be any liability therefor, and which shall result by reason of or on account of any imperfection of track or misplacement of switches." The Grand Trunk Railway, as I understand, are to maintain the track?—A. Yes, they are to maintain it.

Q. And they are to have charge of the switches?—A. Yes, they are to have charge of the switches. It would not do for two district authorities to have charge of the switches.

Q. The difficulty which I have to suggest is that if any switches are misplaced, by reason of the neglect of the Grand Trunk, you would be responsible for any damages to your own trains?—A. They would be responsible to us for any damage on their own track.

Q. Do you regard the arrangements respecting freight west of Montreal, as to which there is a change in the present temporary agreement, as of any advantage to the government?—A. Do you mean the change made in the temporary agreement?

Q. Yes.—A. That was objected to, it was considered important.

Q. Do you consider that an advantage of great importance or of any considerable importance?—A. I think it is of some importance.

Q. Can you give us any idea as to what practical advantage it would be in dollars and cents?—A. No, I could not.

Q. You could not give us that?—A. No, I could not.

Q. Respecting the estimate you made and as to which Mr. Powell asked you some questions, as to the local business over the line from Montreal to Ste. Rosalie, do you regard that as of much importance to the Intercolonial?—A. Well, we shall get considerable passenger traffic, I think.

Q. You think you will?—A. Yes, I think so.

Q. How many Grand Trunk trains run over that line?—A. I do not know.

Q. They would run over it more than you would?—A. I think so.

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## Drummond County Railway Inquiry.

Q. Speaking of the general estimate here, how much of the increased revenue would you estimate to come from what you call through business, and what from local?—A. I could not tell you now.

Q. Can you give me an idea approximately?—A. No.

Q. Did you work this estimate out from any written data?—A. I do not think so.

Q. And you could not give me any idea whatever as to the relative increase in through and local traffic?—A. No, I could not.

Q. Would you think the increase in through traffic would be greater or less than the local business?—A. I think the increase in through traffic would be greater.

Q. On both passenger and freight, or on freight only?—A. On freight.

Q. How about passengers?—A. If fast steamers were to run to Halifax and make that their terminus I think passenger traffic would increase largely.

Q. As to the expected increase in revenue, it will to a considerable extent depend on the establishment of a fast line from Halifax?—A. Yes.

Q. To a very considerable extent?—A. To some extent.

Q. I think we asked you on Friday to bring reports, and you said you had them the last reports made in 1896 and 1897 on the Drummond County Railway?—A. There are Mr. Kingsford's reports, there are Mr. MacLeod's, and there are Mr. Ridout's reports (Exhibits Nos. 30, 31 and 32 respectively).

Q. I suppose these reports show the dates at which the examinations and inspections were made?—A. Yes.

*By Mr. Powell:*

Q. Mr. Schreiber, did you take any steps to determine the probable amount of user of the terminal facilities of the Grand Trunk Railway by the Grand Trunk, by the Intercolonial Railway and by other roads using the same? Did you look into that matter at all?—A. Yes, we discussed the matter, but I do not remember as to the figures.

Q. Did you go into the figures?—A. We looked into the time tables, but I do not think we went into anything so far as trains.

Q. Now under that agreement submitted to Parliament, do you remember what was the arrangement with respect to local passenger traffic between Montreal and Ste. Rosalie?—A. I do not remember now.

Q. There was no understanding with the Intercolonial to put on local trains?—A. No, but I think it was supposed that we were able to do it under the agreement. I do not recollect what the clause of the agreement was.

Mr. BLAIR.—We have no right to run trains short of Ste. Rosalie under our contract.

Q. To revive your recollection, Mr. Schreiber, if you look at sections 15 and 16 in the contract does that give you the right to run local trains?—A. No, but we would have the right to run trains to our line at Ste. Rosalie, and return to Montreal but we could not run them half way, and return.

Q. Trains must run to Ste. Rosalie?—A. Yes.

Q. What you term a through train, it must run to Ste. Rosalie?—A. Yes.

The witness put in a copy of the temporary agreement between the government and the Grand Trunk Railway. (Exhibit No. 34.)

Mr. PETER S. ARCHIBALD recalled:—

*By Mr. Borden:*

Q. Mr. Archibald you were for some years chief engineer of the Intercolonial Railway?—A. Yes, for about twenty years.

Q. Are you familiar with the general standard of the Intercolonial?—A. Yes.

Q. Would you tell us about the standard of embankments on the Intercolonial?  
—A. Well, eighteen feet wide.

Q. And what is to be said about the slope?—A. The slope is one and a half to one.

Q. Is that usual?—A. Yes, but in many places it is a great deal more than that now.

Q. What about the cuttings and slopes of cuttings?—A. The slopes of cuttings are one and one-half to one.

Q. What do you know about the drainage of the Intercolonial?—A. It is very efficient. Embankments and cuttings are well drained.

Q. The ditching?—A. Yes, the side ditches and the connecting water ditches are all in very good shape.

Q. What about the height of the road, the raising of the road so as to be clear of water?—A. The road-bed is well elevated above the road. As we say it is not soaked and does not heave to the same extent as a road not so well elevated.

Q. What about the ballast on the Intercolonial?—A. The ballast is now very good, nearly throughout its whole length. It has been very greatly improved during the past 15 years.

Q. In what way?—A. Gravel ballast has been employed to cover up the sand and to cover up also defective ballast.

Q. Was there any sand ballast on the Intercolonial at one time?—A. There were nearly 50 miles.

Q. Was that a difficulty?—A. Yes, it made the road dusty and cut the machinery, the rolling stock.

Q. How would it do that?—A. Well the sand flies in dry weather, gets into the machine parts of the locomotive, and makes a greater friction.

Q. What was done about it?—A. The road was raised and the sand covered up with ashes and in most cases with gravel.

Q. Is there any particular depth of ballast which you require on the Intercolonial?—A. About what Mr. Schreiber gives, about a foot under the ties, but I think it is a little more than that by standard; but there is a standard section in print where it can be seen exactly.

Q. What is the standard as to sleepers—ties?—A. For the last 15 years they have been nine feet ties, and six by eight inches square; they are rectangular in shape.

Q. Is there any advantage in having them square?—A. We always considered there was.

Q. What advantage is there?—A. The frost comes out more uniformly in the road-bed with ties of uniform size than where the ties are of a different size.

Q. Is there any advantage in having them nine feet in length rather than seven or eight feet?—A. I consider there is. The weight is distributed over a greater surface, and as rolling stock is increasing still more, it is important to have them long.

Q. What about the rails?—A. The standard rail on the Intercolonial is 67 lbs. to the yard, or was when I left.

Q. The difference between that and 70 lbs. would be?—A. Four tons to the mile.

Q. And the rails cost how much?—A. The lowest cost was \$20 delivered at St. John or Halifax.

Q. A little more than four tons?—A. Between four and five tons.

Q. What is the difference in cost between eight foot and nine foot ties?—A. Eight foot flatted such as Mr. Schreiber described?

Q. Yes.—A. There has been an average difference of about four cents.

Q. How many are there to the mile?—A. 2,640.

Q. What about the station buildings on the Intercolonial and their foundations?  
—A. The standard calls for stone foundations under all station buildings.

Q. You made some observation on a portion of the Drummond County line?  
A. Yes.

Q. You told us that it was the new portion from Chaudière to Moose Park?  
A. Yes.

Mr. ARCHIBALD.

## Drummond County Railway Inquiry.

Q. From the observation you made could you tell us anything about the particulars you have mentioned here; the embankments, for instance?—A. Well, the embankments are very low and they are soaked full of water. The water is not kept away from them. The ditches are entirely too near the track. The embankments are too narrow, and the ballast I consider not up to the standard of the Intercolonial. One strip of it is ballasted with fine sand, which should be covered up, I think.

Q. To bring that up to the standard of the Intercolonial would they have to have a better ballast?—A. Yes, it would be very disagreeable to passengers, not to say anything of the wear and tear of the rolling stock.

Q. Did you observe the ditching?—A. Yes.

Q. What do you say about that?—A. I say a good deal of ditching should be done to bring it up to the standard of the Intercolonial.

Q. And the elevation of the road?—A. The elevation of the road is generally too low. In the winter time it is very difficult to maintain and keep it clear of snow, it is so low down.

Q. Why does the elevation of the road assist in regard to keeping it clear of snow?—A. There is generally wind with snow, and with embankments well up the snow is carried over and leaves the track clear; when it is low down it is not carried over. It is well illustrated on the North Shore road as compared with the Drummond County road, which is set well up with embankments.

Q. That is the Canadian Pacific Railway between Montreal and Quebec?—A. Yes.

Q. You have been ever that?—A. Yes.

Q. And the elevation as compared with the Drummond County road?—A. Is very much higher.

Q. What about the sleepers on the Drummond County line; can you tell us anything about that?—A. They are about what Mr. Schreiber described. I would not swear to the length. It appeared to me they are about 7 feet on the old portion of the road from Moose Park this way, and I think they were 8 feet below that.

Q. Could you tell whether they were square?—A. They were flatted.

Q. What is the difference between flatted and square?—A. The sleeper is flatted on two sides; that is what we call flatted, and a square sleeper is hewn on the four sides.

Q. You mean that the flatted sleeper is flatted on the upper and lower sides and not on the outside; that is on the sides which are perpendicular?—A. No.

Q. The difference in that is when the frost comes out?—A. Yes, that is the chief difficulty.

Q. What about station buildings on the part of the road you observed?—A. They are a very cheap class of buildings.

Q. How as to foundations?—A. I think there are no foundations under any of them; I did not observe any; I observed posts under a considerable number.

Q. What kind of foundations are there on the Intercolonial?—A. Stone foundations.

Q. These are posts instead of stone foundations?—A. Generally.

Q. Could you speak as to culverts and bridges from your examination?—A. No, I could not. The bridges, as far as I could see, are substantial.

Q. What about the culverts?—A. They did not look very substantial, but I would require to make a further examination to speak of them.

Q. What about the fencing?—A. There was no fencing for a long distance—for some 20 miles.

Q. That would be required, would it not?—A. I should think so.

Q. What would be the cost of fencing?—A. About \$2 a rod.

Q. How much would that be per mile?—A. \$2 a rod on both sides is \$1 a rod on each side—I suppose about \$40 a mile.

Q. Could you give us any idea what it would cost to raise and ballast that portion of the line between Chaudière and Moose Park?—A. I could give you some idea, but it would not be very valuable, perhaps. I should judge, from my experi-

Mr. ARCHIBALD.

ence in doing similar work on the Intercolonial, that \$1,500 a mile would be a reasonable amount.

Q. To raise and ballast it?—A. Yes.

Q. These 42 miles from Chaudière to Moose Park, or any line?—A. Yes.

*By Mr. Blair :*

Q. What rate per mile did you come along that road, thirty or forty miles an hour?—A. Twenty-five or thirty miles an hour.

Q. Was it not over thirty miles an hour?—A. I did not time it.

Q. And you have ventured to give these opinions here, having only gone over the road once and gone over it at the rate of between thirty and forty miles an hour?—A. Yes.

Q. I suppose, Mr. Archibald, you have not been anxious to make the condition of the road any worse than it is?—A. No.

Q. You have been anxious to give us an impartial, calm judicial statement of your examination?—A. I have been anxious to tell the truth.

Q. After this lightning flight through the country then, you say the Intercolonial Railway standard tie is 9 feet long and 6 x 8?—A. I said it was the standard at the time I left.

Q. Don't you know that a year before you left you put down many thousands of 8-foot ties on the Intercolonial?—A. Not on the main line.

Q. What portion did you put them down on?—A. From Halifax to Quebec I call the main line.

Q. Where did you put these 8-foot sleepers in?—A. In Cape Breton, where 8-foot sleepers had already been put in.

Q. And you think that they do not require on the Cape Breton end of the line between Syndey and Mulgrave the same quality of sleeper that they do on the other road? A. No, I did not say that.

Q. It has been customary for the Intercolonial to buy 8-foot sleepers all these years?—A. No, it has not.

Q. To use some and get 9-foot ties when you can?—A. No, it has not. I think the practice has been very opposite.

Q. Within the last five years that you were in the employ of the Intercolonial was there any one year in which the Intercolonial Railway did not purchase 8-foot sleepers.—A. Yes.

Q. What year was that during the last five years, I want you to say?—A. For main line purposes?

Q. For Intercolonial Railway purposes.—A. You can use ties of that kind on sidings.

Q. No, but as you have used them in Cape Breton?—A. Not on the main line.

Q. Not on the main line between Halifax and Quebec?—A. And not on the main line of Cape Breton, not on any portion of the line. Our general manager has been protesting against it under any consideration.

Q. I ask whether you did not every year during the five years preceding your retirement from the position you occupied on the Intercolonial Railway, buy 8-foot sleepers and put them in on other than sidings?—A. No, I do not think so.

Q. Can you say now that there was no one year of these five years in which ties were not purchased of that size and put down?—A. I would not swear to one or two hundred ties or something of that kind, but I would swear generally that there were not. About two years ago prices were very low and a cheap lot of that kind was offered in Cape Breton. They were so cheap and were offered at such a favourable price that I recommended the purchase of them.

Q. You recommended them very strongly?—A. Yes.

Q. You did not think that they were so objectionable?—A. At that price and putting them in amongst 8-foot ties already in the track.

Q. It is a question of price?—A. They could not have been laid with standard ties; I never recommended that.

Mr. ARCHIBALD.

## Drummond County Railway Inquiry.

Q. How could that possibly alter the case?—A. Because it does not look well to have 8-foot ties scattered among 9-foot ties. It makes a bad road altogether.

Q. Then the sentimental idea would be the chief consideration?—A. No.

Q. It would not be a question of durability or safety but of looks?—A. No, it would be a question of efficiency. With flatted ties put in between square ties the action of the frost would be very decided.

Q. Are you speaking of flatted ties now?—A. I am speaking of both.

Q. I was asking about 8-foot ties. All desirable ties are not flatted ties?—A. I never heard of any 8-foot ties being made square. They are not brought out for the Intercolonial.

Q. You never heard of any?—A. Not in our part of the country.

Q. You have never heard of any anywhere?—A. No.

Q. Then all 8-foot ties are flatted?—A. Yes, so far as my experience goes.

Q. You think it would be unfavourable from the point of looks?—A. Yes, and from that of efficiency as well.

Q. To have 8-foot ties interspersed amongst 9-foot ties. You have said that there was no fencing on a portion of this line when you came up here. Was that not through the forest?—A. Yes.

Q. Speaking about the quantity of ballast which you say is required on the Drummond County Railway to bring it up to what is described as the standard of the Intercolonial, could you tell that without a close inspection of the road from point to point?—A. Yes, I could very easily.

Q. You could tell from a flight over the country at the rate of 10 miles an hour what quantity there was of ballast and what depth there was of that ballast?—A. Yes I could tell very fairly. I stopped at the tanks and stations and got off here and there at each opportunity and examined it.

Q. You examined it did you?—A. Yes.

Q. At what points?—A. I could not tell you exactly. I do not remember the names of the stations, but I stopped at the tanks.

Q. When you stopped at the tanks you got out?—A. In one or two places.

Q. And did you dig into the ground?—A. No, I did not.

Q. Did you find the ground hard or was it at all soft?—A. The snow was all off it.

Q. But was the ground firm?—A. The ground was soaked with water in a great many places, where, if the road-bed stood up, it would be in a much better condition.

Q. Then at these tanks you made a close inspection?—A. Not there, but generally. It is not difficult for an experienced man to tell generally.

Q. Then you did not rely on the inspection at tanks but generally?—A. Yes.

Q. And you pronounce against the efficiency of the ballast and give us an approximate estimate of what it would take to improve it?—A. Yes, just approximately, as Mr. Schreiber gives his statements approximately.

Q. By approximately you mean ranging all the way from \$500 to \$1,500?—A. No, it might range from \$1,000 to \$2,000.

Q. How much ballast did you determine, in this hasty observation, had been placed on the track?—A. I did not make any observation.

Q. I see, but you estimate how much it would take to raise it?—A. I did not take up quantities, but from similar experience on the Intercolonial, I thought \$1,500 a mile would be a fair cost.

Q. What will that do?—A. It will put down from 3,000 to 4,000 yards of ballast.

Q. Three thousand to 4,000 yards per mile?—A. Yes.

Q. And in your estimate of that a great deal would depend on how far you had to haul your ballast?—A. Yes.

Q. And if in one place the ballast was handy you would be able to put on twice as much as in another place?—A. Yes, we might have to haul it a long way. At some points on the Intercolonial sand pits and ballast pits are miles away from the track.

Mr. ARCHIBALD.

Q. But in a rough way you are speaking ; would you conclude it would take—would you like to say it would take—\$500 a mile ?—A. It would not do it, in my opinion.

Q. It would not do it, in your opinion, that amount of money ?—A. No.

Q. Wherein does this portion of the line differ from the present portion of the Intercolonial which has nothing but sand ballast ?—A. The Intercolonial has very few spots on it now with sand ballast. I cannot call to mind a single mile of sand ballast.

Q. But it has some considerable mileage of sand ballast ?—A. Not continuously. There are spots here and there not altogether covered up yet. The work has been continually carried on from year to year and is nearly all done now.

Q. That is partly between Rivière du Loup and Lévis ?—A. There is a stretch of 25 to 30 miles near Chaudière done, and another stretch of 100 miles in New Brunswick.

Q. And you are beginning to get pretty well covered ?—A. Yes.

Q. And you have been able to survive on the Intercolonial Railway and get on pretty well and run trains all these years ?—A. Yes.

Q. And there have been no lives lost ?—A. None.

Q. Were you in the Intercolonial Railway at the time the road was taken over from Rivière du Loup to Lévis ?—A. Yes.

Q. Did you make any close inspection of it ?—A. Not at the time of the purchase.

Q. Well, before the purchase ?—A. No.

Q. They did not go through the form of having it looked over by an engineer ?—A. I think Mr. Schreiber went over it.

Q. You did not go over it ?—A. No.

Q. But you knew about its condition at the time ?—A. No, my jurisdiction did not extend beyond Rivière du Loup.

Q. But you knew about its condition shortly after ?—A. Yes.

Q. Is there anything there that you objected to ?—A. There was a good road bed, but the track was useless and the culverts very poor.

Q. Would you call it a good road ?—A. It is good, compared with the Drummond County, but the general character of the work was anything but good.

Q. Then you don't agree with the government of that day that the road was in good shape ?—A. Not as to embankments and cuttings.

Q. Still you have been working along, struggling against sand ballast for many miles which were not well ballasted ?—A. To the best of my recollection.

Q. You have not taken the trouble, I suppose, to ascertain before giving your statement on this subject, what Mr. MacLeod's estimate was of the amount that would be required to ballast this line ?—A. No ; Mr. MacLeod has had no experience in the maintenance of a railway.

Q. It would not have influenced your opinion if you had consulted it ?—A. No.

Q. Mr. MacLeod has had no experience, you think ?—A. Not of maintenance.

Q. Is he not able to judge of the road when completed ?—A. Not as well as myself that has spent 20 years in the building up a road bed.

*By Mr. McIsaac :*

Q. Mr. Archibald, you have spoken of a lot of ties purchased in Cape Breton which were 8 feet long and stated you recommended these to be purchased by the department because you could obtain them cheap. What was the price ?—A. I think it was from 13 to 15 cents, depending upon quality. To the best of my remembrance it was 13 cents for spruce, 14 cents for hemlock, and 15 cents for tamarac ; I am not absolutely certain, but I think Mr. Schreiber can say as to that.

Q. What have you been paying in Cape Breton for standard size ?—A. From 18 to 20 cents.

Q. But you have also got them for much lower ?—A. I don't think so ; no standard ties were purchased for less than 18 to 20 cents.

Q. You are sure ?—A. In Antigonish we have paid 21 cents and 20 cents.

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## Drummond County Railway Inquiry.

Q. I understand that you always get them two to three cents cheaper in Cape Breton?—A. We generally get them somewhat cheaper than on the eastern division.

Q. In Antigonish you pay 21 cents, and they are two and three cents cheaper in Cape Breton?—A. Yes.

Q. If the price is 14 or 15 cents for standard ties and these were 13 and 15 cents that is only a difference of 1 or 2 cents between the 8 and 9-foot ties, in Cape Breton, but you told us before that the difference between 8 and 9-foot ties was four cents?—A. There are no 8 foot flatted ties.

Q. You said the difference was four cents?—A. Between 8-foot flatted and 9 foot square ties.

Q. You said before that the station buildings along the Intercolonial Railway were standard. What do you mean by that?—A. I did not say anything of the kind.

Q. Mr. Borden asked you about the condition of the buildings and you said they were with stone foundations. Is that the condition of the station buildings from New Glasgow to the Strait of Canso?—A. No; I refer to the main line.

Q. That is what you had reference to in making a comparison of standard, that portion of the Intercolonial Railway from Halifax to Lévis?—A. Yes, that is what we call the main line, and this road will become a portion of the main line.

Q. And that does not apply to the portion from Truro east to Sydney?—A. No, as to the standard I do not think so.

Q. If I understand you, there are two standards, one from Halifax to Lévis and one from Truro to Sydney. That is what I understand from your statements to-day?—A. What did you ask me?

Q. I say from your statements I understand that you consider the Intercolonial standard divided into two portions, one from Halifax to Lévis and then that portion from Truro east to Sydney you consider as of inferior standard?—A. No, I would not say that; but that when Mr. Blair calls for Intercolonial standard he means the standard of the main line, and that is what I supposed you referred to when you asked me what standard meant.

Q. You mean by that that on the portion between Halifax and Lévis the station buildings are standard because they are all with stone foundations, and from New Glasgow to Mulgrave they are all different, and I want you to make an explanation?—A. That was the line acquired from a company and these buildings were not put on stone foundations, but when it is necessary to renew them they will be put on stone foundations.

Q. That road-bed from New Glasgow to the Strait of Canso is not up to the standard of the Intercolonial?—A. No, it is not up to the main line.

Q. How do you compare the road from the Strait of Canso to Sydney with the standard of the Intercolonial from Halifax to Lévis?—A. Well, it is pretty well up to the standard of the main line other than the ties we have been speaking about and the ballast. It has been imperfectly ballasted. The ballast turned out to be inferior and a great deal of money was spent on it to bring it up to what we call standard.

Q. Is the road from New Glasgow to Mulgrave inferior to the other portion from Canso to Sydney?—A. I do not think so. The curves are sharper and the embankments are narrower and the drainage is worse, and altogether the Cape Breton part is very much superior.

Q. The road-bed on this side is superior, is it not?—A. If you mean the bare track, it is in fine shape and better than in Cape Breton.

*By Mr. Blair :*

Q. Speaking of the standard of the Intercolonial in the matter of the station houses, let me ask you are there not several station houses between Rivière du Loup and Lévis not upon stone foundations?—A. Yes.

Q. Are there not also several station buildings between Rivière du Loup and Campbellton not on stone foundation?—A. Yes, I think so.

Q. Are there any between Campbellton and Moncton that are not, too?—A. I think there are small stations.

MR. ARCHIBALD.

Q. In fact, over the whole line from one end to the other, are there not small sized stations such as you saw on the Drummond County line which are not on stone foundations?—A. There are a few here and there.

Q. All over the whole line?—A. No.

Q. Will you say that where there are not some of the newer buildings that are not with stone foundations?—A. The station buildings?

Q. Yes?—A. Not that I know of.

Q. Some of the smaller stations?—A. Not that I know of.

Q. Are there not some smaller stations on the Intercolonial, the newer buildings without stone foundations?—A. I will not state positively that there are not. But when you talk about the standard—

Q. Never mind about the standard, just answer the questions?—A. That is called the standard specification on the Intercolonial. If you are asked to put up a building you will not be asked to put it up without stone foundations; there is no question about that. That is what I mean by standard.

Q. You do not mean to say that the Intercolonial has any uniform rule on that subject?—A. Not absolutely so.

Q. What you would mean by standard is what you may choose for the moment to interpret. These stations are all small on the Drummond County?—A. Yes.

Q. You told us a while ago about the quantity of this sand ballast which the low ground which would have and the water, and you observed as you were going along the track that the frost had gone out and that the water had begun to soak into the track?—A. Yes.

Q. Is it one difficulty of this sort of ballasting that the track becomes rough and unsteady and jolting, and not even and smooth in running?—A. Yes it is very apt to churn up with that fine ballast.

Q. Let me ask you Mr. Archibald, you came over the Drummond County Railway the other day. Did you not find that road as smooth and level as any part of the Intercolonial Railway?—A. No, I do not think so, though I found it in very fair condition.

Q. Did you not find it as smooth and level as any part of the Intercolonial Railway?—A. No, I do not think so.

Q. Was it not remarked by everybody what a splendid smooth running road it is?—A. That is not any indication of the character of the road-bed. That does not indicate that you have a valuable road bed.

Q. I am not asking you what effect it has on the road-bed. I am simply asking you the question and other people can draw their own conclusions: Did't you find it a matter of common remark that the road was smooth and level, and did not everybody commend it?—A. No, I did not hear anybody commend it. I was on the tail end of the train myself most of the way and had not any conversation with anybody.

Q. Will you say that the road was not as smooth and level as any portion of the Intercolonial Railway?—A. No, it was not.

Q. It was not that day?—A. It was not that day. It was in very fair riding condition.

Q. What portion of the Intercolonial would you say was smoother and steadier that you rode over coming from Moncton?—A. The road from Moncton to Campbellton and Newcastle. I was asleep after leaving Newcastle and it might have been rough without my knowing it.

Q. On the way up you had a good many questions to ask the conductor, had you not, Mr. Archibald?—A. I do not think so.

Q. Did you know who the conductor was?—A. The train conductor?

Q. Yes, the train conductor?—A. No, I do not recollect speaking to him.

Q. Therefore, you will not say that you had a great many questions to ask him regarding the road, what was being done, and who was working on it?—A. No I do not recollect who it was, and I did not ask any questions.

The witness was discharged.

The Committee adjourned until Friday, 1st April, at ten o'clock a.m.

Mr. ARCHIBALD.

# Drummond County Railway Inquiry.

HOUSE OF COMMONS,  
FRIDAY, April 1st, 1898.

Inquiry into expenditure of subsidies granted to the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Committee met at 10 o'clock a.m.

Mr. SAMUEL NEWTON recalled, was examined by the Chairman, as follows:—

Q. Just state to the Committee what the cost of the Drummond County Railway has been up to the present time?—A. Up to the 28th February, \$1,908,271.33.

*By Mr. Haggart :*

Q. You were to furnish us with the amount of the expenditure on the road up to the 1st July, 1894, have you got that?—A. The amount up to the 30th June, 1894, was \$1,163,970.60.

*By the Chairman :*

Q. Was that the cash expenditure up to that time?—A. Yes.

Q. Had everything been paid for?—A. Likely not; everything was charged to construction though.

Q. I see that one of those cheques from the Dominion Government was endorsed by you for \$5,500, the only one of the lot; did you have the handling of the money or did you just endorse the cheques as secretary in a perfunctory manner?—A. Just as secretary.

Q. You had nothing to do with the paying out of the money?—A. The cheques were sent to the president or to the manager and sent by them to the bank.

Q. Sent to the manager or president of the company?—A. Yes.

Q. And the money was paid out by one or the other of these officers?—A. It was deposited in the bank.

Q. And chequed out by whom?—A. Generally it was placed to the credit of the endorsements—endorsed on the back of the note that we owed to the bank.

Q. Well, would it not go into the account of the Drummond County Railway Company, credited to that account and payments out by cheque?—A. By Drummond County cheques, certainly.

Q. And those cheques would be signed by whom?—A. By myself and Mr. Church and Mr. Mitchell.

Q. The three of you?—A. Yes.

Q. All cheques?—A. Yes, up to a certain amount, I had the sole right to sign.

Q. How much?—A. \$500.

Q. And exceeding that amount they had to be signed by three officers of the company?—A. By the president, general manager and myself.

Q. Do you know anything of the payment out of moneys other than for debts and construction?—A. No, sir.

Q. Nothing at all?—A. No.

Mr. NEWTON.

Q. At the time you signed the cheques would you, of your own knowledge know for what purposes the cheques were given?—A. Certainly.

Q. Always?—A. Always.

Q. Mr. Farwell was the president of the company?—A. At one time.

Q. Do you know whether he ever signed cheques of the company himself without your joining?—A. No, sir.

Q. You do not know that?—A. No.

Q. Was there any paper executed making it necessary that cheques drawn on the Drummond County Railway Company's account should be signed by you and the president?—A. Yes, sir.

Q. What was that?—A. A resolution of the board.

Q. And you cannot say of your own knowledge whether cheques had been drawn in defiance of that resolution signed only by one of the authorized parties?—A. I cannot.

Q. Are all the cheques issued on account of the Drummond County Railway in your possession?—A. Not all of them.

Q. Why?—A. I have all except those on the Eastern Townships Bank at Sherbrooke; they never returned our cheques.

Q. Mr. Farwell, I believe, is manager of that bank?—A. Yes, sir.

Q. And you had a deposit in that bank?—A. Yes.

Q. And cheques were drawn against that deposit?—A. They were.

Q. Signed by you?—A. By myself, Mr. Mitchell or Mr. Church, according to the amount.

Q. Mr. Church occupied what position?—A. President.

Q. Who was Mr. Mitchell?—A. Mr. Mitchell was the general manager.

Q. You were the secretary?—A. Yes, sir.

Q. And these cheques were never returned?—A. They were from the Eastern Townships Bank at St. Hyacinthe, but not from Sherbrooke.

Q. Why?—A. We never asked for it.

Q. Is it not customary for banks to return cheques?—A. Not from the Sherbrooke bank; it was in St. Hyacinthe.

Q. Did they ever ask for them?—A. No, sir.

Q. Do you know how much the account in the Eastern Township's Bank at Sherbrooke was?—A. At what time?

Q. At the time these cheques were drawn?—A. They were drawn right along; it was a running account all the time.

Q. Have you the bank book?—A. No, sir.

Q. Where is that?—A. It is at Drummondville.

Q. With your papers?—A. Yes, sir.

Q. Then that book would show the state of the account from time to time in the Eastern Township's Bank?—A. Yes, sir.

Q. Do you know when that account was closed?—A. Yes, it was closed in September, 1895.

Q. How was it closed?—A. By transferring it to the Eastern Township's Bank at St. Hyacinthe.

Q. How much was transferred?—A. \$10,057.75.

Q. Whose cheque transferred it?—A. It was my own cheque, and Mr. Mitchell I think signed it too.

Q. Was that cheque ever returned?—A. No, sir.

Q. The bank book you say is in your possession there?—A. Yes, sir.

Q. I suppose your book here shows the state of account?—A. Yes.

Q. Will you allow me to look at it?—A. Certainly.

Q. The cheques I suppose as you stated are in the possession of the Eastern Township's Bank?—A. Yes, sir.

Q. What amount did you say has been expended up to July, 1894, on account of the construction of this road?—A. \$1,163,970 up to 30th June, 1894.

Q. When was the valuation made by Mr. Schreiber?—A. I could not tell you that.

Mr. NEWTON.

## Drummond County Railway Inquiry.

*By the Chairman :*

Q. What was Mr. Schreiber's valuation? A. I do not know anything about that valuation.

*By Mr. Haggart :*

Q. Would you be kind enough to give us the amount expended in each of the different years from 1894 down to July, 1897. Is July the end of your year?—A. June 30 is the end of our fiscal year. Up to June 30, 1895, the total cost was \$1,258,076.30 and in that year we expended on capital account \$93,316.95.

Q. I suppose the returns to the Government are correct?—A. Yes.

Q. The returns give the cost up to 1896 as \$1,366,485.60 and up to 1897, as \$1,527,437.50.—A. That is right, sir.

*By Mr. Powell :*

Q. Just a question or two on the matter of construction. You have a steam shovel in connection with the plant?—A. Yes, sir.

Q. And the company own it?—A. Yes.

Q. What was the cost of that approximately?—A. Six thousand one hundred or two hundred dollars.

Q. Say \$6,100. The St. Francis Bridge I think you told us is between Drummondville and Mitchell?—A. Yes, sir.

Q. And that was the most expensive bridge on the line?—A. Not by any means.

Q. What was the most expensive bridge?—A. That at St. Leonard.

Q. What division of the line is that on?—A. It is between Drummondville and Nicolet.

Q. What bridge do you call it?—A. It is the north-east bridge on the River Nicolet.

Q. What did that bridge cost?—A. I could not tell you from memory. It is a very expensive bridge—710 feet long and 80 feet above the water level.

Q. With stone piers?—A. Yes, and with steel superstructure.

Q. Have you no means of telling what it cost?—A. I could not tell you.

Q. What about the cost of the St. Francis bridge.—A. I could not tell you that either, sir. That was in Church, Mitchell & Fee's business and Church, Mitchell & Fee bought these bridges from the Dominion Bridge Company themselves and paid for them.

Q. Have you in the books of the company an account with the Bridge Company?—A. No, sir.

Q. For the bridge across this north-east branch?—A. Not before 1890, since 1890 I have.

Q. Well, now just look at the papers before you there, Mr. Newton. The construction of the road, I think, was commenced some time in 1887?—A. In the fall of 1886.

Q. I think the first published return to the government brings the construction up to the 30th June, 1888?—A. I could not tell.

Q. Have you not got that with you?—A. No, I have not got this here.

Mr. POWELL.—Mr. Todd, please hand these Returns (Exhibit No. 24) to Mr. Newton.

The WITNESS.—Yes, the first return is in 1888.

*By Mr. Powell :*

Q. You had twelve and a half miles done at that time?—A. Yes.

Q. And the cost of that twelve and a half miles amounted to what?—A. It is given as \$131,321.36.

Q. That included the St. Francis bridge and the other bridge?—A. Yes.

Mr. NEWTON.

Q. And during the same time, Mr. Newton, you had under construction some portion of the balance of the line to Nicolet?—A. Yes. We had a piece of grading in that year; I could not tell you that for certain but it was very likely though. I am speaking from memory and I could not be sure.

Q. But that is your impression?—A. Yes.

Q. This amount of \$131,321.26 would include the completed portion and what work was done on the other part?—A. It would include all the money spent.

Q. All the construction on the road completed as well as on the other portion?—A. All the money spent.

Q. Not only the money spent but all expenditure on that account?—A. There may be things charged that would not appear in that amount. That is when we paid and we put in the cash account and afterwards when accounts came in for material they were charged up.

Q. I don't understand that. Your returns made under oath charged all the money spent, not only money but everything?—A. I will not be sure, but I can say positively that the books show everything taken from the construction books as it appeared there.

Q. To convince you that it must have included something more than mere cash—you only had two sources of getting money, either borrowing or collecting on stock; you had no subsidies then?—A. No.

Q. If you look at the amount of capital stock paid in it was \$40,000.—A. That is right.

Q. And that you have borrowed \$31,602?—A. It does not show on my statement here.

Q. I think so.—A. Oh, yes.

Q. And you had subsidies come in at that time amounting to \$15,057?—A. Yes.

Q. So that all the cash which you had, either borrowed or of your own, at that time was about \$86,000?—A. Yes.

Q. So that you see the \$131,000—since I bring these facts to your notice—must have included at least \$50,000 material as well as cash that was paid?—A. Certainly.

Q. Don't you think now that was the total cost up to the 30th June?—A. As it appeared in the construction book it was certainly.

Q. You have not that here?—A. No.

Q. Now pass to the next year, June 30th, 1889, and look at it. The total cost at that time was \$183,943.76?—A. Yes, sir.

Q. And you had completed two more miles of road?—A. 13 miles are given here in this report.

Q. Well, they vary. One gives 13 and one 14½, but we will take 13.—A. That is on the same division.

Q. We will explain that little discrepancy in a moment. You had a branch to Mitchell's Mills that is not included here?—A. No.

Q. But the total cost did include it?—A. Yes.

Q. So including that branch to Mitchell's Mill the total cost of construction was \$183,943.76?—A. That is correct, yes.

Q. You had got subsidies by that time to the amount of what?—A. \$78,792.

Q. And capital paid in to the amount of what?—A. \$40,000.

Q. And your floating debt was what?—A. \$65,151.76.

Q. And the total cost of construction includes these three items?—A. Exactly.

Q. Now we come to 1890; how much road had you constructed at June 30th, 1890?—A. It appears here as 35.30 miles.

Q. So including the little branch to Mitchell's Mills you had a mileage of 36.30?—A. Yes.

Q. And the total cost of construction to that date was what?—A. \$729,314.52.

Q. How is this made up?—A. It was made up of the paid up stock of Charles Church, \$133,400; of William Mitchell, \$133,300; of Thomas Fee, \$133,300. We received from the local government at that time \$135,662.42, from the federal government \$41,300, from earnings \$19,765.54.

Q. You had better give us the net earnings?—A. That is net.

Mr. NEWTON.

## Drummond County Railway Inquiry.

Q. For what year?—A. The net earnings up to that time. We owed Harris & Company balance of account on cars, which we charged on that account of \$2,077.89.

Q. You have the total floating debt, you can give it to us without the details. It is \$132,596.56 is it not?—A. That is right, sir.

Q. Now I will just ask you to look back at the statement and say if the earnings for three years come to \$19,000?—A. I do not think the total earnings are in this return; oh, yes, here they are. In 1883 they were \$1,719.19.

Q. Take the next year, what were the net earnings in that year?—A. \$5,838.15.

Q. What is the next year, 1890?—A. \$5,290.12.

Q. Just add those three amounts together and see what they give?—A. \$12,847.46.

Q. There is a discrepancy there of seven or eight thousand dollars?—A. I cannot explain it to you without the books; if I had the books I could explain it to you.

Q. It is of course too far back for you to remember?—A. Yes.

Q. Apart from that I would call your attention to this: Between the 30th June, 1889, and the 30th June, 1890, 22 miles of that road were constructed?—A. Not 22 miles constructed.

Q. Well, according to the sworn returns?—A. In 1889 we built from Nicolet (Ball's Wharf) to St. Leonard, but grading was all done between St. Leonard and Mitchell.

Q. The previous year?—A. The previous year. We did not build it all that year; we built 17 miles complete.

Q. Then the cost of construction that year from June 30, 1889, to June 30, 1890, included the construction from St. Leonard to Nicolet in full and the finishing of seven miles from Mitchell to St. Leonard had been credited?—A. And building two bridges.

Q. What were those?—A. One over the South-west Branch of the Nicolet River and the other over the North-east Branch.

Q. They are on the line?—A. Yes.

Q. What was the cost of these?—A. I could not say.

Q. Can you give us an idea?—A. No.

Q. Approximately?—A. No, I could not. I had at that time nothing to do with the estimates.

Q. The one over the North-western Branch was larger than the St. Francis Bridge?—A. Double.

Q. I mean the other.—A. The other was 164 feet long.

Q. You have no data from which you can give us the cost of those bridges or the items of construction account for that year?—A. No.

Q. I thought you were going to supply us with that?—A. I think I told the Committee that the construction book is with Church and Fee.

Q. What is the length of the St. Francis bridge?—A. 450 feet.

Q. And the North-west Branch of the Nicolet?—A. Is 710 feet.

Q. That is the North-east?—A. Yes, the North-east is 710 feet.

Q. And the South-west?—A. 164 feet.

Q. You have been bookkeeper or secretary, do you know what it cost to cut down the St. Francis grade?—A. It has not been cut down.

Q. The other grade required by the contract with the Government last year, is that cut down?—A. Yes.

Q. Do you know the cost?—A. It was not kept separately.

Q. You have no idea?—A. No.

Q. How many feet were cut down?—A. It was changed altogether. It was taken at the foot of the hill instead of going over the top of it.

Q. You mean that the line was changed?—A. Yes; about 3 miles of new line were built.

Q. Constructed entirely?—A. Yes.

Mr. NEWTON.

*By Mr. Borden :*

Q. Were Church, Mitchell & Fee carrying on business as co-partners at the time of the construction of the railway?—A. Yes, sir.

Q. I think you told us that they owned all the stock at the time the road was being built?—A. Yes.

*By Mr. Haggart :*

Q. Payments were made of \$113,000 each, in what form were these made?—A. \$40,000 was paid in cash and the balance in material and work on the road, on the Nicolet Division between Drummondville and Nicolet.

Q. Have you these accounts here?—A. No, sir.

Q. I thought it was for the purpose of getting these up to 1890 that you went away?—A. No, I——

The CHAIRMAN.—He was to get the total cost of the road.

Mr. HAGGART.—I thought I asked him for the construction account, as the minutes will show.

*By the Chairman :*

Q. The total expenditure up to 30th June, 1890 was?—A. \$729,314.52.

Q. And the total expenditure up to February of this year?—A. \$1,908,261.33.

*By Mr. Haggart :*

Q. If I remember rightly I asked the witness what was the total amount of the expenditure up to the 1st July, 1894? He gave it to me. Then I asked him for the details. He stated that up to 1890, if I remember rightly, that he had not the details in his book, but that they were entered in bulk?—A. Exactly.

Q. I asked if you could get the details and you said you thought you could?—A. I said the books belonged to Church, Mitchell & Fee and that the details would be amongst their books. We hav'nt them in the railway books.

*By the Chairman :*

Q. You just took the lump sum into your books?—A. Yes.

*By Mr. Haggart :*

Q. I understood you to say that you could get them. Are there no means of getting them at all?—A. Only from Church, Mitchell & Fee.

*By the Chairman :*

Q. It is somebody else's book?—A. Yes, all the books went to the firm. The business was divided in 1890, and Church, Mitchell & Fee took their books and a new set of books was started for the railway.

*By Mr. Haggart :*

Q. Were any of these cash payments on stock made since 1890?—A. No, sir.

Q. And you have no means of telling whether any cash was paid for that?—A. \$40,000 was paid in cash.

Q. How do you know?—A. Because they had to pay \$40,000 before they could commence construction.

Q. How does it appear on the books?—A. As being paid in cash.

Q. At what time?—A. I gave you the date I will give you it again.

Q. Was it before 1890?—A. It was in 1886 and 1887.

Q. Paid in cash, where?—A. In Drummondville. To the Drummond County Railway.

Mr. NEWTON.



## Drummond County Railway Inquiry.

Q. In what form was it paid? Was it a credit in the bank?—A. It was paid out of Church, Mitchell & Fee's business in cash direct to the railway for construction work.

Q. I do not understand how it was paid out of their business in cash. Was it a credit or paid in cash?—A. Paid in cash. It may not have been paid all at one time, but from time to time.

Q. Give us the different times?—A. I cannot, it is in that construction book. I could tell you the dates which are entered here.

Q. Can you give us the details of the payments of the different amounts between \$40,000 and \$113,000, how they were paid and at what time?—A. I can merely give you these items here, sir.

*By Mr. Powell:*

Q. You can only give us what is transferred from this account; you do not know anything of the details or whether the money was actually paid or not?—A. I do not know anything but what I see in this book.

*By Mr. Haggart:*

Q. You do not know if it was paid in cash?—A. I know that \$40,000 had to be paid in cash according to law and our lawyer made a strong point of that, before the company could commence construction.

Q. Do you know of your own knowledge that it was paid? A. I know it was paid, certainly.

Q. In one lump sum?—A. No, sir. In two payments: August 7, 1886, \$1,348 were paid each and on July 8th, \$11,993.33 were paid each.

*By Mr. Powell:*

Q. Then as a matter of fact you do not know whether this capital stock was paid up to the amount of \$400,000 or not? As a matter of fact all you know is that it was transferred to construction account in these books in 1890.—A. It is as I said before. These amounts are taken from the construction accounts and these accounts I consider are correct. I made all the entries in the other books. I do not think that there is anything charged in this account that I have taken that is not for construction.

Q. That may be a matter of opinion but what we want are the facts. Do you know as a matter of fact how this \$400,000 was paid out?—A. In buying material and labour.

Q. As far as you recollect?—A. It was so.

Q. Do you know whether that labour included the promotion expenses and allowances to the directors or not?—A. I do not know anything about promotion expenses.

*By Mr. Haggart:*

Q. You kept the books of both of them?—A. I did.

Q. And why don't you know?—A. Because there was no promotion account given in to me and I know nothing about them.

*By Mr. Powell:*

Q. Now do you pretend to us, Mr. Newton, you knew of the actual outlay for all this construction account?—A. I know there were bills brought in from individual members of Church, Mitchell & Fee for material that had been put into the road, and these bills charged up at the times I have given.

Q. And you are prepared to say that this whole \$729,314.52 represents bills put in by Church, Mitchell & Fee.—A. Oh, no, I don't say that. \$40,000 was paid in cash by each one for the material put into the road according as it went in and they sent bills into the railway for this amount. We got from the Federal Government—

Mr. NEWTON.

Q. I'm not asking you about that. I am asking, do you know personally all the items of the construction account to enable you to swear this was all for work and material?—A. Not from memory.

*By the Chairman :*

Q. You are bookkeeper of the firm?—A. Yes.

Q. The firm undertook to build the road and owned it? A. Yes.

Q. And up to 1890 all the cost of construction was put into the books of the firm and not of the railway company?—A. Yes.

Q. That is to say there were no separate accounts?—A. No.

Q. You were bookkeeper?—A. Yes.

Q. And in the ordinary course of business entered into the books of the firm whatever they claimed should be charged against the railway?—A. To construction account.

Q. And that account was correctly transferred when you opened books for the Drummond County Railway?—A. Yes.

Q. Well now, was their office on or near the works?—A. Their office was a little dry-goods box 8 by 12 feet.

Q. Where?—A. In Drummondville.

Q. Speaking generally as bookkeeper would you say the accounts charged to construction were proper accounts?—A. I think so.

Q. These accounts you say belong to the firm?—A. To Church, Mitchell & Fee's own business.

Q. And these accounts are with the papers of the firm?—A. They are with Church's business altogether.

Q. And you have no control over them?—A. No.

Q. If it is thought desirable to have these accounts produced before the committee who would be the proper person to subpoena?—A. The business was sold last fall to Charles Church and his two sons. George Church is carrying it on and he is the proper person to apply to.

*By Mr. Borden :*

Q. Your profession is bookkeeper?—A. Yes.

Q. Have you any knowledge of railway construction?—A. Not a great deal.

Q. You made the entries in your books from bills sent in to you?—A. Yes.

Q. If, as a matter of fact, these bills sent in were larger than the amount of material used or work actually put in would you have any personal knowledge of it?—A. None.

Q. When you told the chairman these accounts were correct to the best of your knowledge?—A. I know the entries were made correctly.

Q. But you don't undertake to say that the bills represented the work put in?—A. Yes.

Q. How do you know that?—A. Because the bills were sent in.

Q. Do you think that justifies you in saying the work was put into the road?—A. I think so, when the bills were sent in to me.

Q. As I understand you, as a matter of fact you correctly transcribed these bills into the books?—A. Yes.

Mr. BLAIR.—I apprehend he only put in the totals.

*By Mr. Borden :*

Q. He correctly entered the bills, either totals or items, no doubt; which was it?—A. Totals.

Q. But so far as saying that the materials or other things set forth in these bills were actually put into the road you don't know anything about that?—A. No.

Q. You don't pretend to know?—A. Oh, no.

Mr. NEWTON.

# Drummond County Railway Inquiry.

*By Mr. Haggart :*

Q. If I understand you rightly the total amount of cost up to 30th June, 1889, was \$183,943?—A. In 1889.

Q. In 1889?—A. \$183,943.76.

Q. In 1890 it was \$729,314.52?—A. Yes, sir.

Q. In the meantime, according to your evidence if I understood you rightly, you had completed 15 miles and made partial expenditure on 7 miles?—A. Yes.

Q. Did it never strike you that was an extraordinary expenditure for that?—A. No, we had two very large bridges in that 22 miles.

Q. But you have no idea what the bridges cost?—A. No.

*By Mr. Powell :*

Q. If you will look at your returns, according to your evidence so far, up to the 30th June, 1889, the amount of \$183,943.76 was paid for the total construction of 14½ miles and partial construction, that is grading, 7 miles you are right on that?—A. Yes.

Q. Now up to 30th June, 1890, the amount spent was \$729,314.52, you have told us that, and the difference would be \$545,370.76, would it not?—A. Yes.

Q. Now that represents the cost of constructing the 15 miles of the Nicolet branch and finishing the grading of 7 miles from Mitchell to St. Leonard?—A. And building the bridges.

Q. We put that in. We are right in that \$545,000 represents building 15 miles, that is constructing 15 miles, from beginning to finish, and 7 miles grading?—A. Yes, and laying the steel.

Q. And in that there is not included the extension to Ball's Wharf?—A. It is included in that, but not to Burrow's Mill.

Q. In the cost for this 17 miles that would include the whole, Burrow's Mills and everything, and Mr. Schreiber has made an estimate that it would cost \$170,000?—A. That does not include the bridge.

Q. It includes everything?—A. Oh, no, only from St. Leonard's Junction down to Nicolet, 17 miles, built through an easy country.

Q. Well that's what we have been talking about.—A. No; the bridges are on the main line, this side of that.

Q. They are not on the Nicolet Branch?—A. No, sir.

Q. That would give us as the cost of these 7 miles \$375,370.76 from Mitchell's Mills to St. Leonard?—A. And completing the rest of the road. There was a great deal of work done after we got the subsidies on that road, such as ballasting. It was ballasted twice after we got subsidies and it came in with construction; also there was rolling stock bought which was charged in that construction.

Q. Do you remember what rolling stock was purchased at that time?—A. Not from memory—\$60,000 or \$70,000 perhaps.

Q. Then this \$729,000 includes about \$60,000 or \$70,000 of money paid out for rolling stock?—A. I would not be sure about it, but speaking from memory.

*By Mr. Haggart :*

Q. You have no means of providing those books in 1890?—A. No, I could ask Mr. Church for them.

Q. Where does Mr. Church live?—A. He lives at Mitchell.

*By Mr. Powell :*

Q. Let me understand where those two bridges are?—A. Between Mitchell Station and St. Leonard Station, within 6 miles of each other.

Q. Down to 1897, the 30th June, 1897, the construction account was squared by the following items, was it not: Dominion Subsidy, \$287,196?—A. Yes.

Q. How much was the local subsidy, the Quebec subsidy?—A. \$347,420.54.

Q. And what was the municipal subsidy?—A. \$15,000.

Q. The earnings of the road?—A. Do you mean the net earnings?

Q. Yes, the net earnings that entered into construction account?—A. \$178,684.22.

Q. And in addition to that whatever was paid in on the capital account?—A. And what we owed.

Q. In addition to that then what you owed at that date was \$297,326, is that it? I mean on the 30th June, 1897?—A. \$342,780.95, I make it here according to this return.

Q. On the 30th June?—A. On the 30th June.

Q. There must be a mistake somewhere?—A. Yes, you are right, I got the amounts of the bills, but I did not get the bills, on the other side. The amount is \$295,005.84.

Q. Have you the sworn returns there; look at the last return for 1897?—A. It is \$298,396.28. I have it here \$295,000, but the official return will be correct.

Q. Then at that date, outside of capital account,—we are not speaking about that, but outside of capital—the company had in this line of their own means, borrowed capital it would be, \$298,396.28?—A. It is that amount with what money has been put in from earnings, outside of capital.

Q. Outside of capital and subsidies all the company had in there of their own money was this floating indebtedness of \$298,000?—A. And the earnings.

Q. That is correct, is it not?—A. And the \$178,684.22 of earnings which went into construction.

Q. All the money actually put in and for which the owners of the road pledged themselves, the total amount would be \$298,396.28?—A. No, sir, that is what they owed on that date, but the railway owed the stockholders \$178,000 at that date.

Q. Outside of the stock have the company taken out of their own pockets any more than \$298,396.28?—A. Yes, sir, they have out \$178,213.65.

Q. That is earnings?—A. Yes, that should have belonged to and gone into the shareholders' pockets.

Q. Outside of the earnings and outside of the subsidy?—A. That is what they owed at that date.

Q. Then, all that they put of their own money into the road, leaving out the subsidies and earnings and leaving capital account out up to the 30th June, 1897, was \$297,96.28?—A. That is what they owed at that date.

Q. And that is outside of these items that they paid into it?—A. That is what they owed at that date.

Q. And they themselves did not pay that in. It is charged for construction to the company?—A. Exactly.

Q. There is no personal obligation for it?—A. It belongs to the railway.

*By Mr. Haggart :*

Q. The total amount of your floating indebtedness on the 1st July, 1894, was \$178,313.65?—A. Yes.

Q. To whom did you owe that?—A. In 1894 that must have been to the banks and outside.

Q. Perhaps one large sum for the banks?—A. No; there may have been outside accounts also.

Q. Do you know the amount that you owed the Eastern Townships Bank?—A. On that date?

Q. Yes.—A. It was \$156,415.96.

Q. That includes interest and all?—A. That includes everything up to that date.

*By Mr. Blair :*

Q. I see, Mr. Newton, that you are inclined to the opinion that if the company had not got credit or got cash somewhere, the probabilities are the road would not  
Mr. NEWTON.

## Drummond County Railway Inquiry.

have been built?—A. I do not think so. We are not like the Great Eastern; we cannot build for nothing. We have to pay.

*By Mr. Haggart :*

Q. Can you tell me the amount you spent for keeping the road in repair per mile?—A. I could give you the operating expenses for each year from the annual returns.

Q. What is that per mile?—A. We have that figured out in the audit office. I have not got it here, but it should be figured out in the statement (Exhibit No. 24.) by the engineer.

Q. It is in the returns but I just want to verify it. I want separately the amounts that are paid to the workmen for the maintenance of the right of way?—A. That is given here.

Q. I want you to give it in evidence from 1894 to 1897. Give the total mileage, the total amount paid to section-men and the rest of it.—A. The maintenance of the line cost \$10,622.36.

Q. That is repairs, maintenance and everything?—A. That is maintenance of line, payment of section-men, etc.

Q. Section-men, repairs to bridges, putting in new bridges along the line—the ordinary expenditure?—A. Section-men, telegraph lines and all that kind of thing, repairs to bridges, culverts, stations and buildings, tools, clearing snow and the rest of it. For working and repairs to engines it cost \$15,736.94.

Q. For how many miles?—A. 82 and  $\frac{8}{100}$  miles.

Q. That is for what year?—A. 1894.

Q. \$48,000 did you say?—A. The total cost of operating the railway is \$48,551.91.

Q. It is the cost of maintenance I want. What does that maintenance include? A. It includes superintendence, wages of sectionmen, telegraph repairs, rails, fasteners, ties, repairs to bridges, culverts fences, crossings, stations and buildings, repairs to fences, snow fences and sheds, tools, etc., other supplies, extra labour ballasting, extra labour clearing snow and ice.

Q. That includes everything I want. Give it for the different years from 1894 to 1897.—A. In 1895, there were 90.53 miles and the amount was \$13,166.10. In 1896, the same mileage and the amount was \$16,885.36. In 1897, the mileage was the same and the expenses \$16,717.74. Do you want the ten months of this year?

Q. Now without details give me for one year, say 1896, the amount of sectionmen to the mile on the whole road?—A. We paid in 1896, wages and labour employed on the track, including sidings, \$10,905.56.

Q. That is for section-men alone?—A. Yes.

Q. For how many miles?—A. For 90.53 miles.

Q. You don't know how many section-men?—A. We have sometimes two to a section, sometimes three.

Q. Sections are how long?—A. Some seven miles, some eight, some nine. They are pretty long sections.

*By the Chairman :*

Q. What day in February was the last account for construction made up to?—A. The last day of the month.

Q. And the amount then expended was \$1,908,261?—A. Yes.

Q. How much of that was owing?—A. \$656,075.89, about.

*By Mr. Haggart :*

Q. Is the work that is being done on the railway now being done under contract?—A. We have nothing to do with it; since the first of March the Intercolonial are running it.

Q. I mean the construction account, putting it into a state required by the Government, up to the 1st March; was it by contract?—A. No, it is all done by day work.

Mr. NEWTON.

Q. Is it done by a schedule of prices?—A. No, we pay the men \$1.25 a day.

Q. Have you got the quantities here?—A. No.

Q. Was there an engineer's report as to the quantities required?—A. No, sir, there was not. Two engineers were on the work all the time to see it was up to the needed requirements.

*By Mr. Borden :*

Q. Who were they?—A. J. H. Tessier and Mr. Beaudin.

*By Mr. Haggart :*

Q. You have no estimate of quantities?—A. No.

*By the Chairman :*

Q. I suppose the Government required a certain standard?—A. Yes.

Q. And the engineers were there in the interests of the company and the Government?—A. Yes.

Q. And you did the work and paid for it as done?—A. Yes.

Q. It was done directly through the company and not by contractors?—A. Yes.

*By Mr. Haggart :*

Q. How did you do for rails; did you contract?—A. We bought them; we did not ask for tenders.

Q. Not for ties?—A. No.

Q. Nor for bridge timber?—A. Nor for bridge timber.

Q. Nor for iron? You bought it all by private sale?—A. Yes.

Q. And you had no estimate as to the cost before you commenced the work?—A. No, sir; there was no estimate made out.

*By Mr. Powell :*

Q. Mr. Newton, from your returns can you give us the receipts for passenger traffic, take it back since 1892, on the line annually?—A. The number of passengers carried?

Q. No; the receipts?—A. Not very large.

Q. And have not increased very much?—A. Much about the same since we opened it to Niclet.

Q. In 1892 it was \$13,370?—A. Yes.

Q. And in 1897, \$14,018.46?—A. Exactly.

Q. That is it?—A. Yes.

Q. Now we will attract your attention to the freight traffic; that is largely products of the forest, lumber and bark?—A. Yes, the majority of it.

Q. Is it not all of it?—No, we ship a great deal of hay.

Q. Have you any way of telling us what you do ship outside of products of the forest?—A. There is flour carried, grain, live stock, and then the returns show "lumber and manufactured articles" and "all other articles."

Q. Well, all the freight outside of lumber and products of the forests generally is about stationary?—A. I never noticed, but we can see from the returns. Yes, it was about the same.

Q. The increase in freight is substantially due to the increase of products of the forest, tan bark?—A. Yes, and sawn lumber.

*By Mr. Haggart :*

Q. As I understand you know nothing about these options?—A. Nothing more than signing my own option.

Q. Did you hear Mr. Greenshields's evidence the other day?—A. Yes.

Mr. NEWTON.

## Drummond County Railway Inquiry.

Q. Mr. Greenshields, if I remember rightly, said there was a subsidiary agreement signed by the parties connected with the road, Mr. Farwell, of the Eastern Townships Bank, and Mr. Hugh Ryan, in which there was to be a division of a further amount than that mentioned in the option in a certain percentage between the parties. Do you know anything of that?—A. No.

Q. You are not a party to that?—A. No.

Q. Did you ever hear of that agreement before?—A. No, sir.

*By Mr. Powell:*

Q. Another question or two about the rolling stock. For all the passenger traffic you have you own one first-class passenger car?—A. Yes, and a mail and combination car.

Q. But one passenger car?—A. Yes.

Q. And for these 90 miles of road the passenger traffic has been accommodated by one second-class car?—A. You mean down to Moose Park. From St. Leonard to Moose Park is the only part of the road accommodated.

Q. I mean for the 90½ miles.—A. That is only 28½ miles. The passenger train runs from St. Hyacinthe to Nicolet and another from St. Leonard to Moose Park, which is 28½ miles.

Q. Then there are 62 miles of road over which you run passenger trains?—A. Yes.

Q. It would not be profitable to run the remainder to Moose Park?—A. When it was not through? Certainly not.

Q. There was nothing to be picked up on that portion?—A. Nothing to speak of.

Q. From the time of the opening of this road to Nicolet, from 1891 to the present date, you have found one first-class passenger car ample?—A. Yes; sometimes it was very crowded.

Q. And one second-class car was ample for that 62½ miles of road?—A. From St. Leonard—

Q. I am directing your attention to that portion?—A. Yes, but it is only 28 miles.

Q. Is it not 62½ miles from Ste. Rosalie to Nicolet?—A. Yes.

Q. You profess to carry passengers over that 62½ miles?—A. Yes.

Q. And all the passenger traffic could be accommodated by one first-class car and one second-class car?—A. And a baggage or accommodation car.

Q. I did not understand you about running the first-class car only over a portion of the road?—A. It runs from Nicolet to St. Hyacinthe only; we do not carry to Moose Park.

Q. And the second-class car is run over the same portion?—A. Yes.

Q. And your traffic demanded only nine box cars?—A. We got our cars from the Grand Trunk and Canadian Pacific Railway.

Q. You got your cars from them?—A. Yes.

Q. You sold your shares to Mr. Greenshields?—A. Yes.

Q. What did you get?—A. Par.

Q. They were paid for at par?—A. Yes, sir.

*By Mr. Borden:*

Q. When was that?—A. I think on the 13th May, 1897.

Q. Have you the stock transfer book here?—A. Yes.

Q. Perhaps you will be good enough to produce it?

(Book produced and marked "Exhibit No. 35.")

Q. Was there an option on before that?—A. Since the previous May.

Q. How long did the option extend?—A. I forget.

Q. About how long?

MR. NEWTON.

Mr. GREENSHIELDS.—It was about 8 months.

The WITNESS.—It was given in January.

Q. About January?—A. I would not be quite sure.

Q. You say you were paid in cash?—A. Yes, sir.

*By Mr. Blair :*

Q. What is the date of that transfer?—A. May, 1897.

Q. And you had an option before then, but you cannot say, speaking from memory, how long?—A. Two or three months before that; I could not tell.

Mr. HENRY A. F. MACLEOD, sworn, was examined by Mr. Blair as follows:—

Q. You are a Civil Engineer?—A. Yes.

Q. Of considerable experience?—A. Since 1851.

Q. You have done work as a railway engineer for the Government for many years, off and on, have you?—A. Since 1867.

Q. Have you been continuously in Government employ since that period, or off and on?—A. No, off and on. I was in the employ of the Government during the whole of the construction of the Intercolonial and Canadian Pacific Railway, and was in some work connected with arbitration up to 1891 and since then I have been employed by the Government occasionally.

Q. Do you remember when I sent for you in connection with the Drummond County line?—A. Yes.

Q. What time was that?—A. On the 9th November. I heard of it on the 8th and got my instructions on the 9th.

Q. You saw me personally, did you not?—A. Yes.

Q. Did I call your attention to the agreement made with the Drummond County Railway Company?—A. Yes, sir.

Q. And pointed out that the Drummond County Railway Company were completing 42 or 43 miles of a new line, an extension of their existing line?—A. Yes, sir.

Q. What did I say to you that we required to have done as to the 43 miles?—A. That it was to be made up to the standard of the Intercolonial Railway.

Q. Was I very explicit with regard to that?—A. Yes.

Q. I wanted it thoroughly done, did I not?—A. Thoroughly up.

Q. And instructed you to go over the line carefully and see that it was brought up to that standard?—A. Yes, to be on the line the whole time.

Q. Did I point out to you what had been agreed upon with regard to that portion of the line?—A. Yes, sir.

Q. And show you what the company had been required to do under the contract, show you the contract?—A. Yes.

Q. Were there two different grades mentioned?—A. Yes, one at St. Francis River and the other at Carmel.

Q. There was a good deal of delay beyond what we anticipated in taking the road over? It was later than we supposed?—A. Yes, it was later.

Q. Would you know what that delay was mainly due to?—A. They were working on the road until the frost stopped them.

Q. Then in addition to that there were some other things which were required to be done on the old portion of the line to satisfy us, were there not?—A. Yes.

Q. Some of the bridges required to be strengthened?—A. Yes, one of the bridges.

Q. You had instructions from me had you not, Mr. MacLeod to make a specific report of what amount would be required to complete the new part of the line up to the required standard and you made a report to me upon that subject, did you not?—A. Yes, sir.

Mr. MACLEOD.



## Drummond County Railway Inquiry.

*By the Chairman :*

Q. Did you go over the road.

Mr. BLAIR.—He was on the road all the time.

*By Mr. Blair :*

Q. I have the report here (Exhibit No. 25) which I produced the other day as having come from you, Mr. MacLeod. Would you look and see whether this is the report you referred to.—A. Yes, sir.

Q. "Estimate of work to be done on the portion of the line between Moose Park and Chaudière Junction to bring it up to the standing of the Intercolonial Railway \$34,206." Is that your estimate?—A. Yes sir.

Q. I am speaking of the 42½ miles—A. Yes, that is the subsidy length.

*By Mr. Haggart :*

Q. What is the real length?—A. 43¼ miles I think.

*By Mr. Blair :*

Q. Then you made a report in regard to the line between Moose Park and Ste. Rosalie, 73 miles.—A. Yes sir.

Q. That is to put the road in good condition?—A. Yes, sir.

Q. "Very good condition" you say here. You estimate that work at \$65,000?—A. Yes, sir.

Q. That will be something in addition to what was required according to the written contract which you had in your hands?—A. Yes, sir.

Mr. HAGGART.—I do not understand your question when you say that is something in addition to the written contract.

Mr. BLAIR.—It was in addition to what was required in the written contract. I stated the other day that it would take about \$32,000 to actually comply with that contract. When we took the road over we wanted to have it so that it would be in good running condition and something in addition to that contract was required.

Mr. HAGGART.—That is to bring it up to the conditions of that contract.

Mr. BLAIR.—No, beyond that.

*By Mr. Blair :*

Q. The St. Francis grade would be within the written contract, would it not?—A. Yes, sir.

Q. And your estimate of that would be in the neighbourhood of \$30,000?—A. About \$30,000.

*By the Chairman :*

Q. That would be between Moose Park and Ste. Rosalie?—A. Yes.

*By Mr. Blair :*

Q. According to Mr. MacLeod's report to me of the line from Moose Park to Ste. Rosalie the items tote up to \$65,000. Is that correct?—A. Yes.

Q. \$65,000 and \$34,000 make the \$100,000 that we required they should expend or put in funds to spend or which, if we spent, we should deduct from the rental?—A. Yes, sir.

Q. I suppose, Mr. MacLeod, you have frequently been over that portion of the road from Moose Park to Ste. Rosalie?—A. Yes, over and over again. I have been over it on the hand car and walked over a part of it.

Mr. MACLEOD.

Q. And do you consider that that road particularly when this additional expenditure is made upon it will be a first-class road?—A. Yes, I think it will be a first-class road when that money has been expended upon it.

Q. That includes switch lamps, signals, interlocking switches, widening, cuttings and ballasting?—A. Yes.

Q. Have you been over it, Mr. MacLeod, since the cars have been running regularly?—A. No, sir, I have not.

*By Mr. Borden :*

Q. You say, Mr. MacLeod, that there was some contract with respect to the condition of the road between Ste. Rosalie and Moose Park that was put into your hand?—A. Yes, there was an agreement.

Mr. BORDEN.—Can you refer me, Mr. Blair, to the clause of that agreement that has reference to grades?

Mr. BLAIR.—It required the reduction of two grades; one of them has been made in fact more than made.

Mr. BORDEN.—You refer to this clause “will reduce the grades at Carmel Hill and St. Francis River to a maximum of 52·80 feet per mile.”

Mr. BLAIR.—And the ninth clause: “to be ready for use and occupation for the purposes of the Intercolonial Railway,” and in interpretation of that I asked Mr. MacLeod what was necessary to put it in condition for our “use and occupation,” and he estimated this at \$33,000.

*By Mr. Borden :*

Q. I understood you to say there was some estimate made amounting to \$32,000 which was necessary to put the old line, that is from Ste. Rosalie to Moose Park, in good running condition?—A. Yes, that is to improve it; it is in good running condition now.

Q. Did that refer to the reduction of the grades at Carmel and St. Francis?—A. Carmel Hill is done or nearly done.

Q. Did that \$32,000 refer to the reduction of this grade alone or something else?—A. It referred alone to the St. Francis grade.

Q. And this \$33,000 is required to put it in what you call good running condition?—A. Yes.

Q. That is an estimate you made yourself from actual inspection?—A. Yes.

Q. Will you tell me whether you made any estimate as to what sum beyond \$65,000 would be necessary to put the line from Ste. Rosalie to Moose Park in the same condition as the line from Moose Park to Chaudière?—A. I was not asked to make any estimate. I made some estimate though, but I was not required to do it, and it is not before the department.

Q. Could you give us an idea of what it would cost?—A. What do you propose to do?

Q. As I understand with a certain expenditure, which is either being put or has been put on the road, it will be equal to the standard on the Intercolonial Railway according to your opinion?—A. Yes.

Q. How much would it take to bring the remaining 72 miles to Moose Park up to the same?—A. It will take in all probably about \$195,000, that is including the grading.

Q. I understand, Mr. MacLeod, that in your opinion it would cost \$195,000 to place the line from Ste. Rosalie to Moose Park in the same condition to bring it up to the standard of the Intercolonial, that is what you have told me?—A. Yes.

Q. Now I desire to know whether you include in that \$195,000, the \$32,000 and \$33,000 that you have already mentioned, or either of them?—A. It includes the grade at St. Francis Hill, but it does not include the line from Moose Park to Chaudière.

Mr. MACLEOD

## Drummond County Railway Inquiry.

*By Mr. Haggart :*

Q. There is a certain amount expended already on the road, that is improving between these two places up to Moose Park ?

Mr. BLAIR.—That is not included in this estimate at all.

*By Mr. Haggart :*

Q. From Ste. Rosalie to Moose Park a certain amount has been expended already in repairs?—A. There is a little, a small amount done last autumn.

Q. Your \$195,000 does not include that small amount?—A. No, sir.

Q. It includes the amount you estimated for the Minister to bring the road up to the standard of his requirements?—A. Yes, sir.

*By Mr. Borden :*

Q. I think a short way of getting at it is this: You know the condition of the road between Ste. Rosalie and Moose Park or its condition at your last examination?—A. Yes.

Q. When was your last examination?—A. In December.

Q. At that time how much additional expenditure was required to bring that line from Ste. Rosalie to Moose Park up to a line of the standard of the Intercolonial?—A. \$195,000.

Q. And that includes the \$35,000 ?

Mr. BLAIR.—It includes the \$65,000.

*By Mr. Borden :*

Q. Then it means that \$130,000 is needed in addition to \$65,000?—A. That is it.

Q. That is the impression I got?—A. That is right, sir.

*By Mr. Haggart :*

Q. When did you make the estimate?—A. I made it in Drummondville last December.

Q. What was required then to bring the road up to the standard of the Intercolonial; that is the west part from Moose Park to Ste. Rosalie?—A. \$195,000.

Q. Did that include the amount expended before that time?—A. It had nothing to do with anything expended before that.

Q. Well, what is to be expended between Ste. Rosalie and Moose Park now to bring it up to the standard of the Intercolonial?—A. \$195,000.

Q. No, but what is the amount after the \$195,000?—A. Nothing.

Mr. BLAIR.—None of it has been spent yet.

Mr. BORDEN.—I was under the impression part of it had been spent.

Mr. BLAIR.—No, you could not spend it in the winter.

*By Mr. Haggart :*

Q. That \$65,000 is not required to bring it up to the standard of the Intercolonial?—A. It is part of that \$195,000.

Q. The road from Moose Park to Ste. Rosalie is not to be brought up to the standard of the Intercolonial?—A. No.

Q. This \$195,000 is to be spent to do that?—A. Not above \$65,000.

*By Mr. Borden :*

Q. What you mean is that it would cost altogether \$195,000 to bring it up to the standard of the Intercolonial Railway, of which sum you purpose to expend \$65,000?—No answer.

Mr. MACLEOD.

Q. Will you be good enough to tell me about this \$130,000; that is the \$195,000 less the \$65,000, what that expenditure would consist of?—A. It would consist of masonry.

Q. Where?—A. At all the culverts.

Q. How much would that amount to? Have you any written statement of that estimate of \$195,000?—A. No, I have not.

Q. With respect to the culverts, can you give me a statement of what it would cost for masonry and culverts, that is one item?—A. About \$50,000.

Q. What else?—A. Reducing some grades and straightening the line at St. Francis.

Q. What grades?—A. Some which exceed one per hundred.

Q. How much would that cost?—A. About \$14,000.

Q. That would make \$64,000, now as to the remaining \$66,000?—A. The rest would be to widen the embankments and cuttings.

Q. What width are they?—A. Fifteen feet generally.

Q. To what would you widen them?—A. About 18 feet.

Q. What is the condition of the cuttings?—A. Some are 20 and some are 22 feet.

Q. To what would you widen them?—A. To 22 feet.

Q. What would the work on the embankments and cuttings cost?—A. I cannot remember.

Q. What other details can you recall?—A. No other large amount. An estimate was made for improving the telegraph lines, for repairs, fencing and finishing piercing.

Q. Nothing in the way of ballasting that portion of the line?—A. Perhaps there would be a further sum beyond my estimate for ballasting, say \$10,000.

Q. How much is included in the \$65,000 for ballasting?—A. For ballasting 20,000 cubic yards. There are 10,000 yards for ballasting, and 10,000 more for station yards, making 20,000 altogether. That would come to \$6,000.

Q. You expended a further sum of \$10,000?—A. Yes.

Q. These are about all the details you can remember at present of the \$130,000?—A. Yes.

*By Mr. Haggart :*

Q. You have not got your instructions as to what standard these 72 miles were to be built up to?—No, sir.

Q. How do you know that they built them up to the standard or not?—A. I considered that would put the line in very good order.

Q. Not up to the standard of the Intercolonial?—A. No.

Q. Do you know the quantity of work performed on these 72 miles with betterments?—A. I cannot speak as to quantity or price.

Q. Did you ever make an estimate for your own information?—A. As to what had been done?

Q. Yes.—A. No, sir.

Q. Have you no idea?—A. No.

Q. Have you any idea of the cost of the 42½ miles from Moose Park to Chaudière?—A. I made an estimate for my own information.

Q. What is that?

*By Mr. Blair :*

Q. Including the bridges?—A. Yes. I say it cost about \$15,000 a mile.

*By Mr. Haggart :*

Q. What is the total amount?—A. The total amount for the whole line is \$1,700,000.

Mr. MACLEOD.

## Drummond County Railway Inquiry.

Q. The total amount for these 42½ miles?—A. You multiply 43 by \$15,000.

Q. Is that after it had been brought to the standard of the Intercolonial Railway?—A. That is merely a rough estimate.

Q. For bringing it up to the standard of the Intercolonial Railway?—A. Yes, sir.

*By the Chairman :*

Q. It is up to the standard now, in your judgment?—A. No; there is an expenditure to be made on it to bring it up to the standard.

Q. With the expenditure of \$35,000 it will be up to the standard?—A. Yes.

Q. And the whole line you estimate to be worth how much?—A. \$1,700,000.

*By Mr. Haggart :*

Q. That is bringing the whole of it up to the standard of the Intercolonial Railway?—A. No.

*By the Chairman :*

Q. Bringing the 42 miles up to the standard?—A. Yes.

*By Mr. Borden :*

Q. Do you include the proposed expenditure of \$65,000 in that?—A. No.

*By Mr. Blair :*

Q. Have you deducted from the \$1,700,000 the amount of subsidies given?—A. No.

*By Mr. Haggart :*

Q. Read the details, please?—A. It is a rough estimate of one mile. I estimate for clearing, four acres to the mile, \$200; I estimate for grading 13,000 cubic yards, \$2,600; beam culverts, three to the mile, \$360; these are wooden culverts.

Q. Are these over the whole line?—A. This is just for a mile, sir—taking a mile of the line. The reference would be for the western part of the line.

*By Mr. Blair :*

Q. From Ste. Rosalie to Moose Park?—A. Yes, sir. Cattle guards and crossings, \$100; ballasting, \$800 per mile; ties, \$700 per mile; rails, \$3,000; spikes and joints, \$450; track-laying, \$300; fencing, about half way, \$500; sidings, \$600; right-of-way, \$360; engineering and other expenses, \$1,000. Then the large bridges on the western portion would cost about \$3,200 a mile and buildings and station houses \$370 a mile, which makes altogether about \$15,000 a mile.

*By the Chairman :*

Q. Not including rolling stock?—A. Not including rolling stock.

*By Mr. Powell :*

Q. I do not understand about the allowance for bridges. Does that cover the whole line?—A. This covers the western portion of the line from Ste. Rosalie to Moose Park.

Q. \$3,200 a mile, I think, would be ample for that?—A. Yes, \$3,200 a mile.

*By Mr. Haggart :*

Q. This is the road as at present built; you calculate that this is the value?—A. Yes, sir.

Mr. MacLEOD.

Q. Give us your estimate from Moose Park to Chaudière?—A. The cost per mile is the same as above, \$10,970, but that ought to be increased because there are a number of masonry culverts which I have not included, and then add to that for bridges \$2,200 a mile and for buildings and station houses \$300 a mile, which brings it up to about the same sum, \$15,000. The bridges are not nearly so large as on the western part.

*By Mr. Blair :*

Q. Then you add something for the greater number of small bridges and masonry culverts?—A. Yes.

Q. They are all masonry culverts?—A. Yes; there are few beam culverts.

*By Mr. Haggart :*

Q. What is the standard for gradients and curvatures on the Intercolonial? What gradients do you allow on the line between Moose Park and Chaudière?—A. I think that they do not exceed one per hundred feet.

Q. None of these grades on that portion of the line between Moose Park and Chaudière exceed one per 100?—A. No.

Q. That is how much a mile?—A. 52·80.

Q. Do you allow the same gradients both ways? On the Canadian Pacific Railway the gradient one way is 26½ and the other way 52 per mile. You allow them both ways at 52?—A. Both ways.

Q. What is the curvature?—A. The curvature on the Intercolonial Railway, I think, goes to four degrees. The greatest curve on this road—3 degrees—was one close to the station at Moose Park.

*By Mr. Powell :*

Q. What is that expressed in radius?—A. My book would show.  
Mr. POWELL.—Never mind.

*By Mr. Haggart :*

Q. You say \$3,000 a mile for rails? How many pounds is that per yard? What kind of rails were you calculating?—A. For the western portion?

Q. Yes.—A. 57 pounds per yard. That is 90 tons to the mile.

Q. How much per ton?—A. \$35.

*By Mr Blair :*

Q. That is the cost delivered on the line?—A. Yes, distributed on the line.

Q. It will cost you \$20 at the mill and then the duty, freight and cost of distribution would bring it up to \$35 would it not?—A. Yes.

*By Mr. Powell :*

Q. That includes distribution over the line?—A. Yes.

*By Mr. Haggart :*

Q. What weight of rail did you calculate upon for the other portion of the road?—A. The rail for the other portion was 70 pounds to the yard.

Q. What duty did you pay?

Mr. BLAIR.—The Drummond County had to pay duty.

Mr. GREENSHIELDS.—No.

Mr. MACLEOD.

## Drummond County Railway Inquiry.

*By Mr. Haggart :*

Q. What is the value of a steel rail 70 pounds to the yard delivered in Montreal?—A. I could not say exactly.

Q. In that you calculated at \$35 per ton.

*By Mr. Powell :*

Q. The standard of the Intercolonial Railway is 67 pounds to the yard and upwards is it not?—A. I do not know, sir.

Q. There are a few rails 56 lbs. and a few 67 but the standard is 67?—A. I could not tell you.

*By Mr. Haggart :*

Q. What are the new rails from Moose Park to Chaudière per yard?—A. 70 lbs.

*By Mr. Powell :*

Q. Taking 67 pounds as the standard on the Intercolonial Railway, and they are changing all their light rails to 67, what difference would that make on this 72 miles. We can calculate it very quickly. The difference would be 11 pounds to the yard of rail, or 22 pounds to the yard of track. There are 1,760 yards to the mile; multiply that by 22 pounds to the yard of track, which would give 38,720 pounds. That would be 19.36 tons, equal to 20 tons at \$35, or \$700 per mile difference. The difference between 56 and 67 pounds is 11 pounds, I should say. This is for one yard of track, and for two yards of track it would be 22 pounds; and if there are 1,760 yards in a mile, that would give you 38,000 pounds, which would make 20 tons, or \$700 per mile difference?—A. The difference between a 57-pound and a 70-pound rail is \$850 a mile, the difference between \$3,000 and \$3,850.

Q. Now, it will only take you a moment to tell us the difference per mile between a 56-pound and a 67-pound rail. That is 11 pounds a yard, or 22 pounds per yard of track for 1,760 yards, would make a total of 38,720 pounds, or 19.36 tons. And estimate that at \$35 per mile?—A. In purchasing steel rails the long ton is used. The difference would be \$595 per mile.

Q. Now, if there are 73 miles of road with 56-pound rails, what is the difference putting in the 67-pound rails?—A. \$43,435.

Q. Now, Mr. MacLeod, the cost of taking up the old rails and putting down new ones, alignment and all, would cost how much?—A. Leaving the ties as they are?

Q. Yes, supposing the ties to be all right; you say the road bed is in good order, so we will leave it?—A. From \$50 to \$100 a mile.

Q. Well, taking it at \$100, that is \$7,300 more. Now give us the cost of fish-plates, bolts, spikes, etc., for the new rails per mile?—A. It would take some time to make the calculation.

Q. Give us a fair estimate.—A. About \$400 a mile.

Q. That would be \$29,200 more on 73 miles?—A. Yes.

Q. Now, another question I have to ask; may be you are not familiar with this: What will be the value of the old rails per ton?—A. I could not tell you.

Mr. BLAIR.—It is according to quality. I can tell you what we sell ours for; it is \$10 to \$12. That is when they are taken by railway companies. We get a little more out of them, perhaps \$14, on subsidy account.

*By Mr. Powell :*

Q. Then, Mr. MacLeod, it would take \$79,935 more than your estimate to bring the iron of the road up to the standard of the Intercolonial?—A. Yes.

Q. And in addition to that, there will be the loss on old rails; that would be the difference between \$12 and \$22 or \$35 a ton?—A. That would be a deduction on the cost at which sold.

Mr. MACLEOD.

Q. But you cannot deduct the amount received as I have calculated the new ones, so there would be a loss on weight of \$23 a ton as a loss on old rails—for we have turned the new rails in at their face. Now, what would that come to, taking 17 tons per mile—it would be \$411 a mile?

Mr. BLAIR.—Ask Mr. MacLeod whether he included that in his estimate.

*By Mr. Powell:*

Q. Did you include new railing in your estimate?—A. No; the rails are in good order.

Q. But you included the cost of putting them down at the present weight?—A. Certainly.

Q. Could you estimate the value of the rails as down there?—A. Yes.

Q. That would come to \$411 per mile, or \$30,000 loss in connection with the old rails; that is \$30,000 loss on the old rails to bring it up to the standard of the Intercolonial Railway, recovering the value of the old rails at \$12 per ton, and counting the cost of the new rails distributed along the line at \$35 a ton, what would it cost the government to bring the road up to the standard of the Intercolonial Railway, as respects the ironing of the road?—A. At the rate of 67 pounds to the yard?

Q. Yes, and the old ones are 56.

The witness was asked to figure out the reply and give it later.

*By Mr. Haggart:*

Q. Have you plans, location and survey, and everything else in the department with reference to the extension of the road from Moose Park to Chaudière?—A. Yes.

Q. Have you taken out the quantities on those plans?—A. No.

Q. Have you them here?—A. I have the plans here.

Q. Location, and survey, plans, and everything else?—A. Yes.

Q. Are these the plans and profiles they are working up to now?—A. Yes.

Q. Have you a little memo. book—an engineer's book—in which whole sections are marked down as completed or what is to complete on them?—A. No.

Q. You do not keep that?—A. No.

Q. How do you know they are finished up to the plans and specifications?—A. By going over the road slowly on a hand car, with the plans and specifications in my hand.

Q. Are the plans and specifications of the contract up to the standard of the Intercolonial?—A. I consider the new portion will be.

Q. Have plans and specifications been filed up to the standard of the Intercolonial Railway?

Mr. BLAIR.—No specifications have been filed except for subsidy purposes.

Mr. HAGGART.—He says he went slowly over the line with the plans. These plans and specifications are not according to contract with the Government but for subsidy purposes.

Mr. BLAIR.—That is my impression about it.

Mr. HAGGART.—You say these plans and specifications filed are on the contract for subsidy purposes?

Mr. BLAIR.—That is all, so far as I know.

*By Mr. Haggart:*

Q. How do you know, then, that this portion of the road is built up to the standard of the Intercolonial when the plans and specifications filed are only for subsidy purposes?—A. Because I consider them quite good enough for the standard of the Intercolonial.

Q. Then these are quite equal to the standard of the Intercolonial?—A. Yes.

Q. Then these are the plans and specifications you are requiring from the Drummond County Railway to finish it up to the standard of the Intercolonial?—A. Yes, with the understanding the cuttings should be widened.

Mr. MACLEOD.



## Drummond County Railway Inquiry.

Q. Then these plans you are filing are not up to the standard of the Inter-colonial?—A. The plans are but not the specifications.

Q. Surely the plans show the width of the embankment?—A. No.

Q. They do not show it at all, only the specifications?—A. Only the specifications.

*By the Chairman :*

Q. Your valuation of the road when completed under contract with the Government, what do you estimate its value per mile?—A. It ought to be more than \$15,000 for the portion from Moose Park.

Q. How much is it worth from Moose Park to the Chaudière per mile?—A. It would cost about \$16,000 to \$17,000 a mile.

Q. That is the new part?—A. Yes. The new part from Moose Park to Chaudière.

Q. Then the value of the rest of the road from Moose Park to Ste. Rosalie, I think, you said was \$15,000 a mile; do you still adhere to that?—A. With the improvements it would probably cost about \$16,000 a mile.

Q. And the other about \$17,000 a mile.—A. Yes.

Q. And the total can be figured upon that?—A. Yes.

*By Mr. Haggart :*

Q. It is only a few minutes ago that you made an estimate of what you put the value of the road at?—A. That was without these additions that I propose to make.

Q. Read them over again?—A. \$17,000 a mile was the estimate I first gave.

Q. Divide it into two sections; now—from Moose Park to Chaudière, how much was that?

Mr. BLAIR.—He told you in addition that for mason railway you ought to add \$1,000 a mile more.

*By Mr. Haggart :*

Q. How much was it from Moose Park to Chaudière?—A. I think it was \$17,000 a mile.

Q. And how much from Ste. Rosalie to Moose Park?—A. \$15,000 a mile.

Q. That is as I understood you before which standard was that up to?—A. That is the road as it was built—the estimate of the expenditure as the road is.

Q. The road was not built from Moose Park to Chaudière so that that could not be an estimate of the expenditure?—A. The road is built from Moose Park to Chaudière.

Q. This is an estimate of the expenditure made on the road?—A. Yes.

Q. That is \$15,000 a mile from Ste. Rosalie to Moose Park including the betterments to be made in it?—A. No, sir.

*By the Chairman :*

Q. Then from Moose Park to Ste. Rosalie would be \$16,000 a mile.

Mr. BLAIR.—More than that because there is \$100,000 to be spent on the 72 miles.

*By the Chairman :*

Q. From Moose Park to Ste. Rosalie is the old part?—A. Yes.

Q. When completed what will in your judgment be the worth per mile or the cost per mile?—A. According to the estimate I have made of \$65,000 being expended upon it that will bring it up to about \$16,000 a mile.

Q. Then from Moose Park these 42 miles to Chaudière you say are equal to the standard of the Intercolonial Railway.—A. With these additions.

Q. What will that be worth?—A. About \$17,000 per mile.

Mr. MACLEOD.

*By Mr. Haggart :*

Q. How would it be worth \$17,000 a mile? You estimate that it will require \$34,000 to finish it?—A. Yes.

Q. The expenditure already you have calculated at \$15,000 a mile.

Mr. BLAIR.—He made this calculation independent of the improvement but the expenditure was \$15,000 to the mile. He said this \$15,000 a mile ought to have added to it the additional sum of \$1,000 a mile because there were stone culverts to be constructed and additional work to be done.

*By Mr. Blair :*

Q. You have said that there is one grade on the old line which exceeds somewhat the 52:80 per mile?—A. There are two or three but they are short grades.

Q. You advised me that the grades were so short that they would not interfere with the good efficient and satisfactory working of the road in any way?—A. Yes.

Q. That the grades being so short it was not a material fact?—A. Just so.

Q. Of course that does not refer to the St. Francis grade?—A. No.

Q. Which has yet to be done?—A. Yes.

Q. And you have allowed for that in these figures?—A. Yes.

Q. But these other grades, if at any future time it is thought desirable to reduce them, can they be reduced for about \$14,000?—A. Yes, and straighten out the few curves which are included.

Q. That new piece of line from Moose Park to Chaudière is a remarkably straight line?—A. Yes, a very straight line.

Q. Over a very large portion it is tangent?—A. Yes.

Q. For miles at a stretch?—A. Yes, miles and miles.

Q. For how long is it tangent?—A. The tangents are 12, 15 and perhaps more miles in length.

Q. There are very few curves?—A. Yes, you can see that by the plan.

Q. If you were asked to say whether or not the price of \$12,000 a mile, which was agreed to be paid by the Government for this line, on the basis of \$1,600,000 for the whole line, was a fair price what would your judgment be on that on your oath?—A. I do not understand your question.

Q. If you were asked to state whether the price of \$12,000 per mile which the Government agreed to pay for this line to the Drummond Railway Company was a reasonable price or not what would you say?—A. I would say it is a very reasonable price.

Q. Would you say if the Government needed the road that it was a good purchase at that figure?—A. I should say so.

Q. Could any reasonable exception be taken by any reasonable man to the purchase price?—A. No.

*By Mr. Borden :*

Q. The total length is 72 miles plus 43 miles?—A. Yes, about 116 miles in all.

Q. How much is the Nicolet branch?—A. 17 miles.

Q. That is a total of 133 miles?—A. Yes.

*By Mr. Haggart :*

Q. I suppose, Mr. MacLeod, you have no idea of the length from Ste. Rosalie to Chaudière over the Grand Trunk?—A. I understand it is some 16 miles longer.

*By the Chairman :*

Q. Can you tell us the distances, Mr. MacLeod?—A. I could tell them from time tables if I had them.

Mr. MACLEOD.

## Drummond County Railway Inquiry.

*By Mr. Powell :*

Q. What depth of ballast is there on the finished portion of the 43 miles?—A. Generally a foot of ballast under the ties. I dug down in several places to ascertain this.

Q. It was good gravel ballast?—A. Yes, but in some places there is a little sand showing up. My estimate includes covering that by ballast.

Q. I have made the statement of the new ironing and it will take \$227,687 to bring the road up to the standard of the ironing of the Intercolonial?—A. I have not made up the figures.

*By Mr. Blair :*

Q. In your estimate to me you have no estimate for re-ironing?—A. No.

Q. You thought the present rail in quality and efficiency was a good one?—A. The rails are in good order.

Q. And as an engineer you saw no reason why the road should not be safely and efficiently run so long as the rails last?—A. Yes.

Q. It is a question of durability?—A. Yes.

*By Mr. Haggart :*

Q. Did you read the contract with the Government?—A. That is the agreement; I read it.

Q. Did you read the new temporary agreement presented the other day?—A. No.

Mr. MacLeod was discharged.

The Committee adjourned to meet at the call of the Chair.

HOUSE OF COMMONS,  
THURSDAY, April 21, 1898.

The Committee met at 11 a.m.

INQUIRY into the expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada resumed.

The following witnesses responded to their names:—Messrs. Greenshields and Wainwright.

Mr. GREENSHIELDS, called, said:—Mr. Chairman, I see that other Members of the Committee, Messrs. Powell, Borden and Haggart, are not present. I would ask on behalf of the road, as we desire as complete an investigation as possible, that this Committee do not proceed in the absence of those gentlemen. Under the circumstances I prefer that those gentlemen should be here. They cross-examined me before and they should have an opportunity now. I presume the Committee is regularly called and it seems to me in the interests of a full investigation into this road that the idea should not be given to the public that this is a partisan Committee. I would ask therefore that you do not examine me to-day, as I desire that the gentlemen who are absent should have the fullest opportunity of examining me.

Mr. MORRISON—Under the circumstances, I think the best thing to do is to adjourn. It is a matter of great regret that these other gentlemen are not here, and as Mr. Greenshields has said the Committee is sitting here for the purpose of having the fullest and freest investigation, and I am pleased that Mr. Greenshields has expressed himself as he has. In my opinion it is not advisable in the absence of the other gentlemen to sit to-day even if we were urged to go on. I think we should postpone further deliberations until there are at least one or two gentlemen on the other side to watch the proceedings. I therefore move that the Committee adjourn.

THE CHAIRMAN—I know that when Mr. Borden left here he expected to be back by this time. Probably his business engagements at Halifax have detained him longer than he expected. I know that he expected to attend the Committee for the purpose of eliciting the facts as far as he could. I do not know anything about what has kept Mr. Haggart away. Mr. Powell, I believe, has been called home on important business. I think we can fairly assume that the Conservative members, when they consented to be members of this Committee, intended to attend and discharge their duty. I think it would be unfortunate in the interest of every one concerned to have even the appearance of an ex-parte investigation. It is desirable that at least one of the Opposition members should be here for the purpose of cross-examination. Taking all things into consideration, I think it is better not to go on to-day with the investigation, and if the Committee are of that opinion we shall adjourn to the call of the Chair, and I shall try to have another meeting at the earliest moment next week. Is it the wish of the Committee to adjourn on the ground that the Conservative members of the Committee are not present?—Carried.

Mr. GREENSHIELDS.

# Drummond County Railway Inquiry.

HOUSE OF COMMONS,  
FRIDAY, April 28th, 1898.

The Committee met at 11 o'clock a.m.

INQUIRY into the expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Honourable JOSEPH ISRAEL TARTE, Minister of Public Works, being sworn, was examined by Mr. Lister, the Chairman, as follows:—

Q. Had you anything to do with the negotiations for the purchase or for the lease of the Drummond County Railway for the purposes of the extension of the Intercolonial Railway to Montreal?—A. I had something to do as a Minister.

Q. In the initiatory portion of it or the closing?—A. Not the initiatory; I heard that negotiations were going on when they were pretty far advanced.

Q. Had you any negotiations with the Company yourself directly or was it simply information received as a Minister from your colleagues?—A. No, I received information from my colleagues with whom I discussed the matter, and I may say I met Mr. Greenshields and also Mr. Mitchell, once or twice, perhaps three or four times.

Q. You are aware you have been charged in the press and in the House with dishonourable conduct in connection with the purchase or lease of that road?—A. I know that.

Q. Is there any truth in it?—A. There is no truth in it.

Q. Will you state to the Committee what are the facts?—A. I have no facts to state except that I took part in negotiations, as I said, as a Minister, and did the best I could in the interests of the country. I thought the route adopted was the most valuable for the purpose we had in view, that is to say to connect the East with the West.

Q. It has been hinted that the purchase of the newspaper *La Patrie*, was brought about by Mr. Greenshields and that in fact the money was advanced by him for the purchase of that paper. Is there any truth in that?—A. What happened about *La Patrie* is this: We had no strong Liberal organ in Quebec Province and Mr. Beaugrand was ready to sell *La Patrie*. I had tried before to buy the paper and had not succeeded, as Mr. Beaugrand was asking more than we were ready to give. On this occasion Mr. Beaugrand wired to me that he was anxious to see me. I thought it was about the sale of *La Patrie*, as he had spoken several times to me and to Sir Wilfrid about it, and I wrote or wired, I do not remember which, to Mr. Greenshields about it, to go and see Mr. Beaugrand and try and arrange the terms of a sale. A day or two after I got the news, either from my sons or from Mr. Greenshields, that there was a chance of coming to a conclusion and I went down to Montreal and went to Mr. Greenshields's office and asked him what he had done, and we proceeded together to Mr. Beaugrand's house. The terms were agreed upon and I think that when the whole thing was over it was about 4 o'clock. Parliament was sitting and I was anxious to come up the same evening and as there was no cheque accepted in my sons' hands and as I was afraid that perhaps Mr. Beaugrand, who did not know my sons very well, might have refused an unaccepted cheque,

Mr. TARTE.

Mr. Greenshields who is a well known man in Montreal, gave his cheque. I told him that I would give him immediately \$5,000 and that my sons would cover the balance the next day, and I gave him this \$5,000 immediately before starting for Ottawa and he received the balance next day, partly through a cheque on either the Hochelaga or Banque Nationale and \$5,000 in cash from my son.

Q. What was the purchase price of the paper?—A. \$30,000.

Q. You say you paid \$5,000 that night and \$10,000 next morning?—A. Yes, by cheque.

Q. That was a cash payment?—A. Yes, and \$5,000 in money to make the \$20,000. I gave myself \$5,000 the evening before and \$15,000 was paid the day after, the next morning, so that Mr. Greenshields might be covered without any delay.

*By Mr. Powell :*

Q. Let me understand. The purchase price altogether was \$30,000.—A. Yes, that was the purchase price.

Q. And you paid \$5,000 down and \$15,000 next day—what about the other \$10,000?—A. It was in promissory notes.

*By Mr. Lister :*

Q. Was any of Mr. Greenshields's own money or of the Drummond County Railway money put into that purchase?—A. Not a dollar at any time. I did what all political men do, I went to my political and personal friends, Liberal politicians, and I did what Sir John Macdonald did, to my own personal knowledge. I asked them to help us establish a strong Liberal organ. I have done what my former political friends have done many times, and for much larger amounts, and there was no offence in it.

Q. What I want to know is whether any of Mr. Greenshields's money or the money of the Drummond County Railway went into that paper?—A. Not one dollar at any time. The Drummond County Railway never got any money from the Government; there were only negotiations.

*By Mr. Borden :*

Q. Who owns the paper now?—A. It is a company.

Q. Are you interested in the company?—A. Not one dollar; I have no shares in it.

Q. I noticed in receiving a copy of the paper that your name was on it, and I thought you might be connected with it?—A. Well you know how it is, my sons are very devoted to me and they simply printed my name on it.

Q. Your sons are interested in the company?—A. Yes, they are undoubtedly the largest shareholders.

Q. Anybody else?—A. Yes.

Q. They control the majority of the stock?—A. Yes.

Q. This \$15,000 was paid by cheque the following day?—A. No, \$10,000 of it was by cheque.

Q. And \$5,000 in cash?—A. Yes, through me.

Q. The balance in notes?—A. The balance in notes.

Q. Was any portion of this money advanced by Mr. Greenshields?—A. Not a dollar.

Q. Did Mr. Greenshields at the time have any funds of the Liberal party in his hands?—A. About that I do not know. I do not think he had any at that time. If he had, it was not to my knowledge.

Q. Was Mr. Greenshields one of the Liberal friends to whom you went for help?—A. No.

Q. Did he endorse any notes for you about that time?—A. No, he did not endorse any notes for me.

Mr. TARTE.

## Drummond County Railway Inquiry.

Q. For your sons or for any one?—A. I think Mr. Greenshields endorsed the notes that we gave, although I cannot swear to it, because it was only a matter of form. The negotiations ended with me when the price was agreed on, and the money was paid.

Q. The sum of \$20,000 was paid?—A. Yes.

Q. What I want to know is whether for the purpose of raising that \$20,000 in cash, Mr. Greenshields, according to your knowledge or information, endorsed any notes?—A. No, not one cent; I am sure of that.

Q. Did any one endorse any notes?—A. No; I do not remember of any one. No person connected with the Drummond County Railway endorsed any notes.

Q. About that time?—A. No.

Q. Did Mr. Greenshields in any way assist you to raise the money?—A. No.

Q. Or your sons?—A. No.

Q. Not by becoming a party to negotiable paper or otherwise?—A. No.

Q. What was the meaning of your statement in the House of Commons which I will read to you. (Hansard, 1897, page 5302.)

"I arranged that Mr. Greenshields, who was my lawyer in many other cases, should act as the purchaser of 'La Patrie' as the lawyer of the party."—A. What I meant to say is just what I have said here, that not having the time to conduct these negotiations myself, I asked Mr. Greenshields, who was, as you know, a Liberal lawyer in Montreal, to act as negotiator and so he did.

Q. You say that he was acting as the lawyer of the party?—A. What I meant to say and what is true, is that Mr. Greenshields has been the adviser of the Liberal party as you advise your own party on many occasions.

Q. I am not talking about any other occasion but this occasion. I want to know whether on this occasion, Mr. Greenshields was acting as your solicitor or the solicitor of the party?—A. Mr. Greenshields being one of the legal advisers of the Liberal party in Montreal, and being my own legal adviser, in my suits, was asked by me to act as purchaser of "La Patrie" in the way I have pointed out.

Q. You must have understood in one way or the other about that, and it is a simple question whether Mr. Greenshields was acting as your solicitor or the solicitor of the party on this occasion?—A. Mr. Greenshields was acting in the way I have pointed out, and which I think is very clear.

Q. I do not understand it yet very well?—A. I will try to make you understand better.

Q. I want to understand from you, if I can, whether Mr. Greenshields was acting as solicitor for yourself or for your sons or for the party on this occasion?—A. Mr. Greenshields being one of the advisers of the Liberal party in Montreal, was asked by me to act as purchaser of "La Patrie," not for himself, but for my sons.

Q. Who paid him for his services?—A. He was not paid sir, any more, I am sure, than you are paid for many things that you are doing every day.

Q. He never sent you a bill?—A. No.

Q. You never paid him anything, nor did any of your sons, as far as you are aware?—A. No.

Q. The paper belongs to this company?—A. Yes.

Q. When was that company organized?—A. The company was organized years ago before we acquired it. We simply acquired the shares in the ordinary way—my sons acquired the shares, and some of the shareholders remained.

Q. When did they acquire the shares?—A. On the day of the sale.

Q. The purchase was a purchase of the controlling portion of the shares?—A. Quite so.

Q. What proportion?—A. They hold nearly the whole thing.

Q. What do you mean by "nearly the whole thing"?—A. There are only a few shares which are owned by others.

Q. Which you propose to buy up?—A. No.

Q. No occasion for that?—A. No.

Mr. TARTE.

Q. I suppose your sons own nine-tenths of the amount, that they own nearly the whole thing?—A. We took the stock as it was. Mr. Beaugrand was the owner of nearly the whole stock, and my sons bought his stock.

Q. They have bought no other stock since?—A. No.

Q. You go on to say in this speech as follows:—

“ They speak of a cheque which Mr. Greenshields gave. There is no secret about it. Mr. Greenshields had a cheque in his hands, not of his own money, but of the money of the party, and he paid that cheque.” Is that statement correct?—

A. It is perfectly correct. At the time I did not feel any necessity to go into the details, but what I have said is perfectly true. Mr. Greenshields paid it by cheque. It was not his own cash. He gave his cheque, which was simply a matter of accommodation; it was not his money. I simply said that in a vague way, because I knew right well if I said more, I would be accused of having said what was not true, not by you, but by some of the Tory pressmen. I am just giving the reason why I did not say more at the time. I said what was perfectly true, and it was that Mr. Greenshields gave his cheque which was not his money, and I said that it was not his money.

Q. You said that Mr. Greenshields had a cheque in his hands, not of his own money, but of the money of the party. To what period were you referring when making that statement?—A. To the day of the purchase.

Q. When you were there?—A. Yes.

Q. Was the cheque to be made an individual charge?—A. Oh, well I have just explained; it is no use playing with words. You won't make me say what is not true. It is no use. What happened is what I have stated. I have said in the House that Mr. Greenshields paid that cheque, but that it was not his money. That is perfectly true. He gave a cheque, as many a lawyer has done over and over again; I am sure you have done that over and over again.

Q. I do not quite understand you. I will read the sentence here again:

“ Mr. Greenshields had a cheque in his hands, not of his own money, but of the money of the party, and he paid that cheque.” I understand you to-day to tell me that that statement refers to the day when you were in Montreal?—A. Quite so.

Q. What cheque of the party had he in his hands at that time?—A. I have just explained.

Q. I did not understand?—A. I am very sorry, I have stated the whole truth; I cannot say more.

Q. You say that what Mr. Greenshields did was to give a cheque on his own bank for the accommodation of the purchasers of the paper. That is what you have told us this morning. In this speech as I understand it your statement is not quite consistent with that. You say that Mr. Greenshields had a cheque in his hands, not that he gave you an accommodation cheque, but that he had a cheque in his hands, not of his own money, but of the money of the party?—A. My answer is that I did not think it proper to say everything in the House, then, because Parliament was just closing and I knew right well that if I had said that Mr. Greenshields had given his own cheque and it was paid the next day that the Tory press would have lied just as much as they would have been able to do. I said what was true, but I did not give out the whole thing. It is perfectly true that he loaned his cheque, that he paid that cheque and that it was not his money. It was his cheque but it was not his money.

Q. Do you mean that you were not quite frank in this statement because you were afraid the Tory press would lie?—A. Yes, they have lied so much about me—not the whole of them, some of them are decent.

Q. Then the fact that you were not quite frank prevented the Tory press from lying?—A. No, not to the full effect, I am afraid.

Q. Had it any effect?—A. Well, it may have had an effect of their not lying so much as they would otherwise do. I do not allude to the whole of the Tory press.

Mr. TARTE.



## Drummond County Railway Inquiry.

*By Mr. Powell :*

Q. That is, you did not tell the truth to prevent them lying?—A. I did not say that. I did not divulge all the truth because there was no necessity of my making that statement to the House.

*By Mr. Borden :*

Q. What I am referring to is this: As I understand the matter, Mr. Greenshields gave a cheque payable out of his own money, and his own bank and gave it for the accommodation of yourself and sons. Your statement to the House of Commons seems to indicate a different state of things, that the cheque of Mr. Greenshields was not out of his own money but the cheque of the party out of which he paid a cheque for the purchase of that paper?—A. Mr. Greenshields never said he had paid a dollar out of his own money. Quite the reverse, and it would not be true, because he never paid a dollar of his money. He did just what I have explained over and over again. He gave his cheque. He said himself here he had no money in the bank.

Q. Have you finished that answer?—A. Yes.

Q. I am speaking of what you said in this speech and again point out to you that whereas you now say Mr. Greenshields gave a cheque payable on his own bank and out of his moneys for the accommodation of yourself and sons, you then stated something which seems to me different, namely, that Mr. Greenshields had a cheque in his hands not of his own money but the money of the party and that he paid that cheque to assist in the purchase of that paper, and I am asking if you can reconcile these two statements?—A. I have no doubt that what I have said reconciles those two statements.

Q. Do you regard them as consistent?—A. I do not regard them, in view of what I have said, as inconsistent. I did not say everything in the House; I say everything now.

Q. Do you regard an accommodation cheque paid out of his own money on his own bank as the same thing as the money of the party then in his hands?—A. What is the use of you, sir, saying that he gave a cheque of his own money when you know it is not the case? What is the use of asking me that when it is not the case? Mr. Greenshields told you he had no money in the bank, which is, I have no doubt, true. I tell you I gave \$5,000 the day he gave his cheque and that \$15,000 were given to him the day after to cover his cheque, for which he had no money.

*By the Chairman :*

Q. I understand it this way: Mr. Greenshields had signed a cheque?—A. Yes.

Q. And that cheque was to be paid out of money furnished by political friends?—A. Yes, that is it. That is all about it.

Q. The paper is a party paper?—A. Certainly.

*By Mr. Borden :*

Q. That may be it, but I do not consider that is quite what you said in the House?—A. I am very sorry that you do not understand things as I do. I stated the facts as they are.

Q. Have you any objection to stating the names of the political friends who advanced the money? A. That is my business, just as in the past all of you have given notes and endorsed notes in political business, just as Sir Charles Tupper is doing to-day in Montreal. You know what it is. Since I parted with you I have declined to give any names of those who had dealings with you, and I shall not give names at the present time. There is not one of my political friends to-day who can say I ever said a word about what passed in the past about similar things, although there was no crime in it. You would not say, I am sure, what you do every day, though there is no crime in it.

Mr. TARTE.

Q. You decline to give us information about that?—A. Yes, most decidedly I do. I say again, under oath, that no one connected with the Drummond County Railway contributed one dollar.

Q. Do you know who the persons were who contributed? A. Certainly I do.

Q. Were the arrangements in writing or were they oral?—A. That is my own business.

Q. You have no information to give us about that?—A. No.

Q. Did you personally arrange those matters? A. That is my own business.

Q. I have a right to ask. A. You have no right when I swear that no one connected with the Drummond County Railway contributed a dollar.

Q. I merely want to know whether you personally arranged it?—A. Yes, I did.

Q. Therefore you have personal knowledge?—A. Yes.

Q. You say that Mr. Greenshields did not in any way contribute?—A. No, not one dollar.

Q. He did not become responsible on any paper?—A. Yes, I think I told you he endorsed the notes.

Q. How much did they amount to?—A. \$10,000. He did not pay a dollar of this, however.

Q. They are paid?—A. Yes.

Q. In the same way, out of party contributions?—A. Well, my son paid part of them.

Q. I am speaking of the whole of it?—A. Neither Mr. Greenshields nor anybody else connected with the Drummond County Railway paid a dollar of that. I cannot speak positively, even, that Mr. Greenshields endorsed these notes for my sons. As a matter of fact I supposed another Minister would be down with me to Montreal. It was a party arrangement. I was in a hurry. Mr. Greenshields conducted the negotiations in the way I have pointed out. I do not think he endorsed the notes when I was there, but I was told he did after I left. I am sure he has not paid a dollar of that, because I know where the money came from. I endorsed the notes, and I am told that after I left Mr. Greenshields endorsed them also.

Q. Then the facts about the notes are: Your sons as makers, yourself as first endorser, and Mr. Greenshields as second endorser?—A. Yes.

Q. And the amount of the notes altogether was \$10,000?—A. Yes.

Q. What date did this take place?—A. The same day as the purchase. Some date in February, I think; I do not remember. The contract speaks for itself.

Q. You do not remember?—A. No; I did not keep note of the date.

Q. You had some three or four interviews with Mr. Greenshields and Mr. Mitchell?—A. Mr. Mitchell has seen me occasionally.

Q. Were your negotiations in regard to the details of the contract?—A. No, the negotiations that I have had with Mr. Greenshields and Mr. Mitchell were of the nature of those that are taking place every day between Ministers and people dealing with the government. These negotiations did not belong to my department but I was of course one of the Ministers representing the province of Quebec.

Q. I have never been in the government, and I do not know what kind of negotiations you mean.—A. You will be there some day and then you will see the fun we are having every day.

Q. About what time did these negotiations take place between yourself, Mr. Mitchell and Mr. Greenshields.—A. Really I cannot say.

Q. Could you give us an idea of the period.—A. No; I can not. I never paid any special attention to it.

Q. Did they come to you before they negotiated with the Minister of Railways and Canals?—A. No, no.

Q. It was after.—A. This is a matter which came before Council.

Q. In what were you assisting?—A. Assisting?

Q. You had these negotiations with them I suppose for the purpose of assisting.  
A. I did not say "negotiations." They came to me in the ordinary way that people

Mr. TARTE.

## Drummond County Railway Inquiry.

dealing with the Government come to the Ministers, especially of their own province. I did not conduct any negotiations.

Q. For what purpose were these interviews?—A. Oh, well, I do not remember exactly; they might have asked me to do this or that; I do not remember the details. There was nothing special. I know they were complaining as all contractors do, that we were too hard on them.

Q. It was for the purpose of getting some modification in the terms?—A. I do not remember exactly; nothing special.

Q. Have you no recollection whatever as to the purpose of these interviews?—A. No, no. Please do not forget that the matters did not belong to my Department. Mr. Blair had the whole of the negotiations in his hands.

Q. I suppose they took place before the details were completely settled?—A. I suppose so; they must have seen me before they were settled altogether as they have seen many other Ministers, I suppose.

Q. It would follow I suppose that it must have been before the last session opened. Did these interviews take place before the last session opened?—A. I cannot remember. I cannot fix the date in any way; I do not think it was though, but I am not sure. I cannot fix the date at all.

Q. I think the details were settled before the session opened?—A. I do not remember that.

*By the Chairman :*

Q. Will you say whether they saw you simply as constituents see their member and as people from a province see the Ministers from that province?—A. They saw me as contractors, and people who are dealing with the Government see Ministers. They never saw me in any particular way.

*By Mr. Borden :*

Q. Did Mr. Greenshields, at any time during 1897, to your knowledge, assist in raising funds for party purposes?—A. Do you mean before these negotiations?

Q. I mean any time during 1897.—A. Before the federal elections?

MR. CHAIRMAN—That was in 1896.

THE WITNESS—In 1896, yes. Before the federal elections we had not a dollar, and we were obliged to endorse notes. I think that Mr. Greenshields became responsible for \$1,000, if you want to know the extent to which he has been responsible, and he has not paid that money.

*By Mr. Borden :*

Q. Do you say that this is the only contribution, that you know of, given by Mr. Greenshields?—A. He may have given more, but not to my personal knowledge.

Q. Do you know of his having become a party—either maker or endorser—to a much larger note than that?—A. I do not know that.

Q. Not to your knowledge?—A. No.

Q. Do you know, Mr. Tarte, about his making any contribution or assisting in any way with the Champlain election?—A. I do not.

Q. Did you have anything to do with providing funds for that election?—A. Oh, that is my own affair. I never got a dollar from Mr. Greenshields; I never got a dollar from anybody connected with the Drummond County Railway Company, and as to the Champlain election, that is my own affair. I have helped to the best of my ability, and I have been defeated. I am sorry to say; but if I had been able to go there myself, I think I would have carried the day. I will do it the next time, though.

Mr. TARTE.

Mr. WILLIAM WAINWRIGHT, General Assistant, Grand Trunk Railway Company, examined:—

THE CHAIRMAN—Q. You are already sworn?—A. Yes, sir.

Q. You were asked to inform yourself as to the cost of railways in the province of Quebec constructed or acquired by the Grand Trunk Railway, have you done so?—A. I think I gave that in my last evidence, Mr. Chairman, in regard to the province of Quebec.

Q. There was something about our getting the accounts was there not?—A. The desire of the Committee was to examine the General Auditor of the Grand Trunk because it did not appear satisfactory as I did not produce the books showing the evidence, and I think you will find that Mr. H. W. Walker, the General Auditor, was to be examined. My statement was made upon figures furnished by the General Auditor and taken from the books of the company.

Q. Are you able to give any further information on that point?—A. No.

Q. What can you say?—A. I was asked to bring an agreement with the Grand Trunk which was submitted to the Board in London, the heads of the agreement, and which was never carried through, though recommended by our then General Manager. I have handed in the memo. (Exhibit No. 36, memo. containing heads of agreement and statement by the General Manager to the Board in London.)

Q. That was never confirmed?—A. No.

Q. Never approved of?—A. No.

Q. It never went before the Government?—A. No; it had nothing to do with the Government. It was proposed to take over the road and work it as it existed at that time.

Q. Why was it not approved?—A. Our people were not putting through any further extensions. It was just at the time of the change of management.

Q. You told us in a former examination that Mr. Rufus Pope opened negotiations with the Grand Trunk Company?—A. Yes, he had an interview with me on the subject of extending the Intercolonial Railway to Montreal.

Q. Via the Grand Trunk?—A. Yes.

Q. Did he state then for whom he was acting?—A. No.

Q. Nothing he said indicated that he was in any way acting for the Government?—A. Not that he had authority to do so. I presumed of course that not being connected with the Department of Railways and being a member of Parliament that it was a matter under discussion, but he gave me no information on that score.

Q. You knew he was not negotiating for himself?—A. I did not presume so. Mr. Pope's proposition was to extend the Intercolonial to Montreal via Lévis and the Grand Trunk Railway.

Q. And this agreement (Exhibit No. 36) was one the Grand Trunk might have accepted from the Drummond County?—A. Yes.

Q. Who talked with you, negotiated with you, about taking over the Drummond County Railway? How was it you decided on these terms?—A. The terms in that statement?

Q. Yes?—A. The negotiations were between Mr. Greenshields and Mr. Farwell and Mr. Sargeant, the General Manager of the Grand Trunk. I was simply acting for him in the matter.

Q. How many interviews did you have with Mr. Pope?—A. Only one.

Q. Where was that?—A. In Montreal.

Q. Nothing further was done about that at all?—A. Mr. Haggart had an interview later with the General Manager. I was not present.

Q. What year would that be in?—A. I think in 1890.

Q. Who was your General Manager?—A. L. J. Sargeant.

Q. Were you present?—A. Not at Mr. Haggart's interview.

Q. Have you knowledge at all that any negotiations took place more than the interview?—A. I do not think it went any further than that interview.

Mr. WAINWRIGHT.

## Drummond County Railway Inquiry.

*By Mr. Powell:*

Q. I have here a copy of your time tables. First, I want to determine the exact distance from Montreal to Levis by the Grand Trunk?—A. 172 miles according to this guide, 96 and 76, or 172 miles.

Q. Now there is the Government Railway System time table. Look at that and give us the exact length there, so we will get the difference between the two routes?—A. 162 miles it is shown here.

Q. Is it 162 or 163?—A. Ah, 163 to Levis.

Q. That is a difference of 9 miles?—A. Yes.

Q. I think it was represented in the House to be 24 miles difference; if it was that would be 15 miles difference?—A. Yes, it would, certainly.

Q. Leaving that out, you have a time table in your hands, please give us the number of passenger trains that daily leave your Bonaventure station, and arrive there?—A. Between Montreal and Levis?

Q. That come in and go out. I want to get the general passenger traffic. Do not misunderstand me. I do not wish to confine myself to Montreal and Levis. I want the total passenger traffic at the station from all quarters?—A. It would take me some time. I could not glean it from this very well. I might if I had time. I could get a little statement out that would be accurate and put it in officially.

Q. I want to get the user of the terminal facilities and the number of all passenger trains in and out of Montreal?—A. I will give you that, sir.

Q. In addition to that I would like the number of freight cars in and out of Montreal by the Grand Trunk and also by the Government Railway?—A. Yes, I can give that. We will take it for a week, for instance. It varies considerably according to the traffic.

Q. I want to get the relative user both as respects passenger and freight traffic?—A. I understand, I will get you that.

Q. Have you any arrangement with these roads that use your terminal facilities at Montreal for the payment of rentals or do you get simply mileage for freight and passengers?—A. We get simply our proportion of the traffic.

Q. And there is no extra charge for terminal facilities?—A. No. With regard to terminal facilities, they do not possess any. The cars are simply run in as we run them all over the continent. If a car is received by the Grand Trunk at a frontier point and is not heavily loaded we can tranship and send the load in our own cars. They have no terminal rights.

Q. They have terminal facilities licenses?—A. Cars come in and go out over our rails and they pay mileage.

Q. You afford them yard room?—A. Yes, because they bring us traffic and we get our proportion of it.

Q. Now we come to the Intercolonial and the Grand Trunk. You have given me a statement here of your interchange passenger and freight traffic, of what you have received from the Government railway system in the past and also what you gave them and giving your receipts in both cases?—A. Yes.

Q. These earnings would include all the earnings on through freight or freight for a distance carried over the Grand Trunk to a destination?—A. Yes.

Q. Whether it be Toronto, Windsor, Montreal or any other particular point?—A. Yes, that is our proportion.

Q. But it does not show what the proportion would be for the distance from Montreal, we will say to Chaudière?—A. No, that is in the whole interchange.

Q. And under this arrangement that you had with the Intercolonial you got considerably more than your proportion on the basis of mileage alone?—A. No, not if the mileage is equal. But in the case where the preponderating mileage is in excess the percentage divisions provide for that. The whole matter is based on percentage divisions, in regard to mileage, so that it works both ways, by which the companies received a like benefit in that respect.

Mr. WAINWRIGHT.

Q. You had rather the advantage under the Intercolonial arrangement?—  
A. That is a matter I cannot answer just now as I did not make the divisions.

Q. We will come to another matter. They had the use of your lines from the 1st March, had they?—A. Yes.

Q. Are the returns in for the month of March?—A. The returns of the Grand Trunk interchange for the month of March.

Q. No, they have to make monthly returns of the wheelage. Have you that?—  
A. I presume so; it ought to be in. I do not know whether the figures are made out or not.

Q. Could you give us any information as to that?—A. I could not to-day.

Q. Can you give me a statement, if it is not too much trouble, of the Intercolonial porportion as well as your own of this traffic?—A. I can only give you that of the eastbound and you can get the westbound from the Railway Department.

Q. I mean what it was in the past?—A. Yes, I understand. We can give you the eastbound proportion because we know what it is; we know that the total amount is, and we can give you that. But I could not give you the proportion of the Intercolonial. That you can get from the Railway Department.

Q. Your accounts would probably show that because you have the divided total amount?—A. If we can get it I shall be glad to give it to you.

Q. The other day that you were here there was some mention made of local traffic. It was agreed that the Intercolonial should have the privilege of putting on what you may call a local train from Ste. Rosalie to Montreal?—A. It has power to pick up local business.

Q. Look at your time table and tell us whether the Intercolonial have any local train from Ste. Rosalie to Montreal?—A. No, they have not put one on.

Q. But you have?—A. We have our St. Hyacinthe train.

Q. You say they can pick up local passengers. Just look at their time table and see if they have any stoppages at all between Ste. Rosalie and Point St. Charles?—A. They run from St. Lambert with their express to St. Hyacinthe but their accommodation stops at all stations according to this time table. Of course their express would not necessarily stop at these little local points; they could not make the time. We do not do it either.

Q. You were speaking about the betterments of the road. Do you remember the Government railway engines that came to Montreal to be shipped down over your line last winter?—A. You are referring to one engine I presume.

Q. Yes, a large engine?—A. I do not think it came to Montreal; I think it was in the United States. There was some proposition to ship an engine that they had purchased over our line. I remember something of that.

Q. Do you know the reason why it did not go over your line?—A. Yes.

Q. What was that?—A. Because we did not believe that it was in our interest to carry a locomotive of that weight, that it would not pay us to do so. We were strengthening some of our bridges and we did not want to take it.

Q. You considered the engine was too heavy for your bridges?—A. Yes, at that time there were some of our bridges under repairs and we did not want to take it. That only referred to one engine.

Q. And these bridges will have to be strengthened will they not?—A. That has been done. The bridge at Belleisle has been rebuilt. We are rebuilding Victoria Bridge and strengthening the St. Anne's Bridge. These matters have all been attended to since that time.

*By the Chairman :*

Q. One word about the terminal facilities of railways exchanging with you, their cars come into your yard?—A. We get our proportion of the rates.

Q. And your cars go into theirs?—A. Yes.

Q. Suppose there was an independent road entering Montreal not exchanging with you, would you give them terminal facilities for nothing?—A. Certainly not.

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## Drummond County Railway Inquiry.

Only a few days ago the Canada Atlantic Railway Company obtained a bill here to parallel us from Coteau and they are running their cars into Montreal, but they cannot get our terminal facilities in Montreal without making arrangements to pay for them.

Q. Where?—A. Anywhere over another railway.

*By Mr. Borden :*

Q. I wish to ask a question relating to the agreement between the Government and the Grand Trunk and I thought we had the agreement here but I do not see it?—A. The new agreement is before the House. I saw it in print and got a copy of it. You can easily get it. Copy procured and filed as Exhibit No. 37.

The Committee adjourned until Friday, May 6th.

HOUSE OF COMMONS,  
FRIDAY, 6th May, 1898.

The Committee met at 10 o'clock.

INQUIRY into expenditure of subsidies granted in aid of the Drummond County Railway, and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

Mr. J. N. GREENSHIELDS, being recalled, testified as follows :—

*By Mr. Powell :*

Q. You are somewhat of an expert mathematician; would you tell us just what it would cost, reckoning the rails laid at \$35 per ton, to lay the old portion of the Drummond County line with 67 pound rails?—A. Figuring it on the basis of 70 pound rails, it takes 110 tons to the mile and this at \$35 per ton would make \$3,850. Well then, deducting from that  $\frac{25}{100}$  for the reduced weight of the rail it would leave the cost of the rail \$3,685. That is approximately the price; I think it is exactly right.

Q. Suppose the object is to bring the road up to the 67 pound rail standard of the Intercolonial, if we deduct from that the value of the old rails, which the Minister put at \$12 a ton, what would that give the net cost per mile?—A. Valuing the 56-pound rails, which require 88 tons to the mile, at \$12 per ton, would give \$1,056 per mile as the value of the released rails.

Q. So that the net cost would be what?—A. \$2,629.

Q. How many miles were there of the old portion of this road laid with these 56-pound rails?—A. There were, approximately, 70 miles.

Q. So that the additional net cost to make the change would be what?—A. \$185,000, or to give you the exact figures, \$184,030, that is on the assumption of the figures you gave me of \$35 and \$12, for which I am not responsible.

Q. Let us sum the matter up; if Mr. MacLeod's estimate is right, of \$35 per ton laid and Mr. Blair's estimate is right, of \$12 for the old rails, it would cost the country over and above what it gets for the old rails, \$185,000 to make that change in the rails?—A. Yes, not only for the rails alone, but for relaying the old rails with 70-pound rails.

*By the Chairman :*

Q. That includes the cost of relaying?—A. Not only the cost of rails, but of relaying the road with 70-pound rails.

*By Mr. Powell :*

Q. And that includes ties?—A. Ties and everything.

Q. I mean by that fish plates, &c.—A. Yes, and bolts and nuts and everything.

Q. Now, Mr. Greenshields, there is a matter you were asked about on a former occasion respecting the amounts you have paid for the stock that you had received.

Mr. GREENSHIELDS.



## Drummond County Railway Inquiry.

I only asked you on that occasion as to stock you had received about the time of the negotiations that were being carried on with the Government, or a short time previously. You were not asked about stock acquired earlier. Tell us your first connection with the road?—A. On that occasion I raised an objection to answering that question. I did not think it had any reference to what the Committee were investigating, or that they had any right to ask me what I paid for stock. I am still of that opinion, still think it is beyond the limits of the Committee. I do not think it has any reference or relation to the question of the value of the road, as the value of a road is not affected by what an individual has paid for his stock. I do not want to depart from the legal stand I took then; I do not think I should have been asked the question, but I have no objection to answer.

Q. I would differ from you there, as I think it is a fair estimate of the value by taking the value the owners put on the stock?—A. Well, Mr. Powell, that is a matter of argument and I do not suppose it is necessary for us to argue. The value of the Canadian Pacific stock fluctuates from one to forty per cent in the course of the year, and I do not think the value of the road rises and falls according to the fluctuation of stock on the market. What a man will sell stock for on the market depends on the necessity of the moment. So far as the history of my holding of Drummond County Railway stock and the first stock is briefly this: This road, of which Church, Mitchell, and Fee were the owners, at that time only went as far as St. Leonard. This company had been trying to get an extension of their charter through to Lévis from the provincial legislature. They had applied for this extension several times and had been defeated before the railway committee. They came to see me and asked me if I would take an interest in the road, help them to obtain an extension of the charter, assist them in financing the construction of the road through to Lévis, and they said if I would do so they would give me an interest with themselves in the road.

*By the Minister of Public Works :*

Q. What year was that?—A. In 1892 or 1893, five or six years ago. I stated then, after considering the matter, that I would and they gave me \$50,000 of the stock, that is a one-eighth interest in the road.

*By Mr. Powell :*

Q. For your professional and political influence?—A. Well, I had no political influence, because this House and the other House were controlled by your friends and I was a mere outsider.

*By Mr. Haggart :*

Q. You were not on our side then?—A. I never was and never intend to be.

*By Mr. Powell :*

Q. As manipulator then, politically and financially?—A. No. My professional skill and financial strength possibly had something to do with it.

Q. Then to come to hard facts, you gave no money and the only quid pro quo was this assistance?—A. Time, assistance, financial aid, and advice to the Company, and I spent a great deal of money.

Q. What do you mean by financial aid?—A. Negotiating loans.

Q. You did not advance any yourself?—A. No.

Q. Nor lend anything?—A. No, not then, but I was ready to do so. It was principally for my services.

Q. Coming to later allotments, you said some were below and some above par?—A. I dealt with the stock before that we had paid par for. Now there remains simply one more block of stock held by Church, that we bought at 30 cents on the dollar.

Mr. GREENSHIELDS.

Q. A block of \$80,000?—A. Yes.

Q. I understand this \$80,000 was one-fifth of the total paid-up capital stock?—  
A. Exactly.

Q. And it represented then virtually one-fifth of the road?—A. My dear Mr. Powell, the stock does not represent one-fifth of the road. If a road has a capital stock of \$50,000 and is worth \$2,000,000, \$10,000 would not represent one-fifth of the value of the road.

Q. But it would be one-fifth of the stock?—A. Yes, but that is not a basis of the value of the road.

Q. Suppose that there is \$400,000 of paid-up capital stock in a road, and that is all that can be issued, and you own one-fifth of it, you virtually own one-fifth of the road?—A. No, because the bondholders might hold. The road might owe two millions.

Q. But you own subject to lien?—A. Yes, certainly, that is right. The argument you were trying to make was that one-fifth of the stock bought for \$24,000 represents one-fifth of the value of the road.

Q. Up to a later time any bonds of the railway were a mortgage, in fact were hypothecated?—A. Yes.

Q. And hypothecated to cover the floating indebtedness of the company?—A. Yes.

Q. The sum you gave for \$80,000 of stock is \$24,000?—A. Yes.

Q. Then the total amount of money you paid for \$130,000 of that stock, which is almost one-third of the total capital stock, would be \$24,000?—A. That is right.

*By the Minister of Public Works :*

Q. In what year did you buy that?—A. The Church stock was bought in 1895, I think, Mr. Tarte.

*By Mr. Haggart :*

Q. If I understood you right at one time—and I want to emphasise it—you made a statement that there was another agreement other than that option in writing of which you were aware for the division?—A. Not that I was a party to.

Q. Who were the parties to that agreement?—A. I understood that there was a separate agreement.

Q. I thought you said you knew it?—A. I was told that by Mr. Farwell. I think I did see the agreement, Mr. Haggart.

*By the Chairman :*

Q. And you paid par for how much of your stock again?—A. About \$130,000.

*By Mr. Powell :*

Q. Could you be more exact as to the time you got this allotment of \$50,000 paid up capital stock?—A. I do not remember, but it was the year that we got the extension of the charter to Lévis. It was about a year before that. I think it was in 1894, but you can fix the date by the Act passed here extending the charter through to Lévis.

*By Mr. Tarte :*

Q. There were only 70 miles built then?—A. Then, yes; the road was only built through to Nicolet. We were then 70 miles from Lévis. We built 30 miles since then.

Q. The scheme was in its infancy?—A. Very much in its infancy.

Mr. GREENSHIELDS.

## Drummond County Railway Inquiry.

*By Mr. Powell :*

Q. Before you commit yourself to that I wish you would be particular. In 1894 there was 89.91 miles completed and some under construction. In 1893 there was 62.81 completed and a considerable quantity under construction?—A. We built, after the charter granting the extension was given, some 23 or 24 miles towards Lévis, because we had not the right to build before that. Whatever the mileage then was the mileage from Ste. Rosalie to Nicolet, less the line of road we built after the extension of the charter through to Lévis.

Q. From Ste. Rosalie to Nicolet that line was completed. It is the extension towards Moose Park you mean?—A. No, that was built under the charter from the Dominion Parliament extending the right to go through to Lévis.

Q. That was in 1893, was it not?—A. You see the section here, Statutes of Canada, cap. 46, sect. 4, "In addition to the powers conferred by the said two Acts of the Legislature of the Province of Quebec, the company may lay out, construct and operate an extension of its line of railway from the village of Leonard, in the county of Nicolet, to a point on the Intercolonial Railway in the county of Lévis." There was no construction from St. Leonard down to Lévis, so that the road was built to St. Leonard and to Nicolet.

Q. Just another question or two, the first one I shall not apologize for, but the second I do not wish to press unless you choose to answer it. Did you pay for this other stock in professional services and influence the same as the first instalment?—A. No.

Q. The \$80,000 was a bona fide purchase?—A. Certainly.

Q. I do not care about inquiring into private matters and so I do not wish this to go to the country or to the reporters as being objected to by you, because I will not urge it. Have you any objection to saying how that was paid for?—A. I have no objection to telling the members of the committee.

Q. It was a bona fide *quid pro quo* to the full extent, \$20,000?—A. To the last cent.

Q. No reduction. It was money or its equivalent?—A. Yes, money or its equivalent.

Witness discharged.

Mr. WM. FARWELL being sworn, gave evidence as follows:—

*By the Chairman :*

Q. Where do you live?—A. Sherbrooke.

Q. What is your business?—A. I am a bank manager.

Q. You have had some connection with the Drummond County Railway?—A. I have.

Q. As a stock holder?—A. Yes.

Q. And as promoting the enterprise?—A. Yes.

Q. An agreement or copy of an option was produced here by Mr. Haggart marked Exhibit No. 20. Have you the original?—A. No, I have not. I have not the original, I have looked for it but have been unable to find it.

Q. Do you recognize that as a copy there from your recollection of the original?—A. I think it is a copy. Yes, I have no doubt it is.

Q. At the time or subsequent to the time of the execution of this was there another instrument signed?—A. In connection with this matter.

Q. In connection with this railway and this agreement?—A. I do not think so. Anything in connection with this was a verbal agreement between Mr. Ryan and myself.

Q. Between Mr. Ryan and you?—A. Between Mr. Ryan and myself.

Q. What were the terms of the verbal agreement?—A. The understanding was that he was to undertake to construct—first of all he was to undertake to effect an agreement for a lease of the road to the Government for a hundred thousand dollars a year or a sale for two and a half million dollars. I will not say he undertook to do it, but that was the condition on which he had this agreement and on which I signed this option to him. He was then to construct, to furnish the money to construct the road through to Chaudière, and after deducting the expense of that the shareholders were to be paid the amount stipulated in this agreement, and one-third of the profits on the transaction after that was to come to me.

Q. In that arrangement, at least as connected with that interest of one-third, were Mr. Greenshields and Mr. Mitchell associated with you?—A. We were acting together in this thing. After each being paid the full amount of his share we were to share jointly in one-third of the profits arising from the sale.

Q. And who was to get the other two-thirds?—A. Mr. Ryan I suppose.

Q. Before Ryan went to see you, had you been spoken to by any person in connection with this proposition which assumed that shape—by any Member of Parliament?—A. I do not remember. I think I had discussed the matter generally with Mr. Pope and Mr. Ives, but nothing in connection with this that I remember. I do not remember.

Q. Then you undertake to swear, Mr. Farwell, that there was no memo. made at all of the understanding, as you call it, between you and Mr. Ryan?—A. I do not think there was. I have no recollection of any written arrangement. Anything in connection with it is verbal.

Q. Did you make a memo. of it?—A. I do not think I did. This option was to run only for 30 days, and so far as deciding whether he would go on with it or not this expired in 30 days.

Q. Well, that was renewed?—A. I do not think it was.

Q. Was it not renewed until September?—A. I do not think it was. It might have been. It was not withdrawn. If it was not renewed it was understood that it could have been closed at any time on this basis.

Q. Up to what time?—A. Up to the end of the year.

Q. Were not negotiations pending up to the close of 1896?—A. Well, not with Mr. Ryan altogether; I think he decided, after considering the matter for some time that he could not go on with it.

Q. How did Mr. Ryan come to appear on the scene; did you go to him or did he come to you?—A. I think I went to him. I have known him for a good many years as a prominent contractor and wealthy man, and I thought he would be as good a man as could undertake it.

Q. Where did you first meet him?—A. It might have been in Montreal.

Q. Was the meeting at your suggestion?—A. I do not think it was any fixed meeting. Of course I am speaking altogether from recollection, I do not think there was any fixed meeting. I met him accidentally and broached the matter to him.

Q. Did any one suggest that you should meet him?—A. No; I do not think they did.

Q. It was of your own motion?—Yes.

Q. You say that Mr. Pope and Mr. Ives had been speaking with you about it?—A. I was speaking to them.

Q. Did you understand that they had any communication with the Government?—A. Not at that time.

Q. At any time?—A. Well, nothing formal.

Q. What do you mean by nothing formal?—A. I mean that the matter was never brought up before them. It might have been discussed by them with the Government; I do not know that.

Q. Did they give you to understand that they had discussed the matter with the Government, or with any member of the Government?—A. I would not swear to that. I think I understood they had talked with other members of Parliament in

Mr. FARWELL.

## Drummond County Railway Inquiry.

connection with the matter. I may say I had spoken to Mr. Cleveland, who was a member of Parliament at the time.

Q. Did they give you to understand they had spoken with any member of the Government?—A. I think so, but I do not know. I think they did.

Q. Well now, the object of giving that refusal or option was to sell or lease the road to the government, was it not?—A. Yes.

Q. Did Mr. Ryan represent to you that there was a probability of effecting a sale to the government?—A. No, he did not.

Q. Did anybody?—A. No, I think it was my own idea. I thought that it was a piece of road the government ought to have, that it was a good road to extend the Intercolonial Railway to Montreal and that it was as direct a route as they could get.

Q. The expectation was that if the government bought the road they would pay \$2,500,000 for it?—A. Yes, that was what I stipulated.

Q. Or \$100,000 a year rental?—A. Yes.

Q. How were these negotiations continued from 1894 to 1896?—A. I cannot say there were negotiations, except in a way. Of course we were disposed to sell the road or lease it, and naturally would use every endeavour to do so.

Q. Would you ever see, during that time, any member of the government about it?—A. No, I cannot say I did.

Q. Did you have anybody see any member of the government?—A. (No answer.)

Q. You were anxious to sell?—A. Well, yes.

Q. Mr. Ives was a member of the government, did you see him?—A. Yes.

Q. Had you spoken to Mr. Pope?—A. Yes, I had spoken to him.

Q. Was he to see the government?—A. I do not think he undertook that. Whether he did or not I do not know.

Q. The negotiations were off; Mr. Ryan did not go on after August, 1894?—A. I do not remember the time. They were not gone on with.

Q. Well, who went on with the negotiations?—A. I do not know that anybody but myself went on with the negotiations.

Q. Who did you negotiate with?—A. As a matter of fact I did not carry on very effective negotiations. I was always expecting that some arrangements would have been made to take the road over for the extension of the Intercolonial railway.

Q. What reason had you for expecting that?—Because it was in a direct line and seemed essential.

Q. What reason had you, apart from the geographical position of the road, to believe that the government would take it over?—A. I do not know that I had any.

Q. You were in hopes of selling the road between 1894 and 1896?—A. I was in the hopes at all times to sell the road.

Q. Well, that being the condition of your mind is it not reasonable to suppose that you took some steps to carry it out?—A. I cannot say I did take any steps, except to wait.

Q. You saw Mr. Ives?—A. Yes, and Mr. Cleveland and Mr. Pope, not officially but in discussing the question of the extension; and I think Mr. Pope felt that it was almost a necessary thing for the government to do. He was very strongly of the opinion that it was a good thing for the government to do, to extend the Intercolonial Railway to Montreal.

Q. What did Mr. Ives think about it?—A. He felt the same way. I think that I saw in the report of Mr. Foster's speech at the last session of Parliament that nobody could question the advisability of extending the road to Montreal. I think I have the clipping in my pocket.

Q. Would you produce it. We want to hear all that Mr. Foster says?—A. It was a newspaper report and it may not have been correct. This is part of his speech:—

“Mr. Foster, continuing, said there was the superannuation bill about which they had heard so much, but did not abolish. This however was a bill which the

Government might fairly put through, and which the opposition would be disposed to assist in the perfecting of, if it was possible, on the basis they advanced. There was also a measure for the extension of the Intercolonial Railway, which they hoped to see some of these days. No one could object to such a measure."

Q. Before the election took place in 1896 was there any sort of promise made by any member of the Government that in case the conservatives were successful in the elections the road would be taken over?—A. I never heard such a promise.

Q. Did you ever see such a letter?—A. I have an impression that there was such a letter, but I am not prepared to swear that there was.

Q. Who was the writer?—A. I would not be prepared to say.

Q. To the best of your recollection?—A. I am not prepared to say that it was so; consequently it is only an impression.

Q. The other would be an impression also?—A. I do not think I could.

Q. It is only an impression of course?—A. I would rather not mention the name when it is only an impression.

Q. The Committee wants you to mention it?—A. I cannot, because it is only an impression.

Q. What is your impression?—A. I would not swear that there was such a letter.

Q. You have told us that. Whom do you think it is from?—A. Is it right to give your impression?

Q. Yes Sir; we are trying to find out the facts?—A. I don't think I can answer that question.

Q. Do you swear you cannot answer it?—A. Well, I swear that I had an impression.

Q. That is all I want?—A. It is not evidence.

Q. No matter; this is not evidence here entirely; we are searching?—A. I do not know whom such a letter was from.

Q. I did not ask you whether you knew it or not. You told me that you have an impression. I ask you now to let us know what that impression is?—A. I did not have any such letter.

Q. You have told us that?—A. I never had such letter.

Q. Your impression is that you saw a letter. I want to know what is your impression as to whom the writer was?—A. Very well I have an impression that it was Sir Charles Tupper. I did not have any such letter from him and I may be wrong.

Q. You may be, I understand that perfectly, but your impression is that you saw a letter written by Sir Charles Tupper?—A. Yes.

Q. What is your impression as to whom that letter was addressed to?—A. I have an impression that it was addressed to Mr. Pope.

Q. What is your impression as to the contents of that letter?—A. Well in a general way that the Government would be favourable to some arrangement to take over the road.

Q. To take over the road if?—A. There was no "if" about it.

Q. If they succeeded at the election?—A. No "if" about it.

Q. How long before the election was that?—A. I cannot say.

Q. Was it in 1896?—A. Yes, in the spring of 1896.

Q. And taking over the road, in your mind, meant \$2,500,000 or \$100,000 a year?—A. That is what I asked for.

Q. And that is what you expected if it were taken over?—A. Yes, but I should have taken less if I could not have got that.

Q. But you would have taken that?—A. Yes.

Q. That is what you expected?—A. That is what I hoped for.

Q. Can you be more definite as to date?—A. No.

Q. In the spring of 1896?—A. I think so.

Q. The elections were in June?—A. Yes, I think so, but I am not much of a politician. I am not a political organizer as was stated?

Mr. FARWELL.

## Drummond County Railway Inquiry.

Q. Your memory is not good?—A. I had nothing special to fix the exact time?

Q. Where did you see this letter?—A. It was in Montreal.

Q. At the hotel?—A. Yes. I think it was in Montreal.

Q. Was anybody present besides you two?—A. No, I do not think so.

Q. What hotel was it?—A. The Windsor.

Q. Did you communicate the fact that you had seen that letter to anybody else?

—A. I do not know that I did, unless it might have been to my partners in the railway transaction.

Q. I suppose that stimulated you a little politically?—A. I mean Mr. Mitchell and Mr. Greenshields, if to anybody. I do not know whether it stimulated them or not.

Q. Did you ever have any communication with Mr. Hugh Ryan between the time of giving up that option and the time you saw this letter?—A. No, I do not think so.

Q. Then any effort that you made in the interval to sell the road to the Government was made through Mr. Pope and Mr. Ives?—A. Well, yes, although they were not active measures. As I say we were forced to adopt a waiting policy.

Q. Till they got into a good place?—A. No, until their good judgment would convince them that it was a good thing to extend the road to Montreal.

*By Mr. Powell :*

Q. Mr. Farwell, the company had this railway on their hands and you thought the strategic advantage commercially was very great?—A. Decidedly.

Q. And you thought ultimately the government would take it over to afford a connection to the government railway at Montreal?—A. That was my expectation.

Q. And that expectation, as I understand it, was based entirely on the geographical features of the road?—A. Yes.

Q. And you had great faith in the geographical features of the road and continued the construction towards Chaudière from the time you first began?—A. Yes.

Q. That was your ultimate goal?—A. Yes.

Q. And the idea of that was?—A. To make it a through line.

Q. That was the motive that prompted you, and with that object in view you had done considerable of the work of construction from Moose Park to Chaudière?—A. Yes, we had done general construction on the section from St. Leonard to Moose Park, in the expectation that we would get a subsidy, of course, from the Federal Government, and also that we could avail ourselves of a subsidy granted by the Quebec Government from Carmel, a point on our line, to Arthabaska, of 230,000 acres of land. We expected to be able to avail ourselves of that, which we have not up to the present time.

Q. There were two strings to your bow, you thought the Grand Trunk might take it or the government?—A. Yes.

Q. And you entered into negotiations with the G.T.R.?—A. That was before the road was extended.

Q. Now, sir, with respect to the government, you never had any direct communication with the government about the sale of the road to them?—A. No.

Q. And you gave this option to Mr. Hugh Ryan?—A. Yes.

Q. These were never successful; if Mr. Ryan carried on communication with the government he did not do it successfully?—A. No.

Q. Up to the time of the negotiations with the late government the expectation was that the chance of an agreement to extend was not over—A. No.

Q. They held entirely aloof from it?—A. They did not take it.

Q. And you like any other business man would get all you could for the line?—A. Yes.

Q. And \$2,500,000 was all your conscience would allow you to take?—A. I mentioned the road to-day as worth \$2,500,000. Our earnings on a piece of the road for the last three years were \$35,000 net per annum and the capacity of the road for local earnings is equal to the amount we were to receive under such agreement for the road.

Mr. FARWELL.

Q. But you were willing to take considerably less for it?—A. Our necessities compelled us to do it.

Q. The anxiety to realize to liquidate the floating indebtedness?—A. Yes, and have money in our pocket.

Q. Speaking of this option to Mr. Ryan, on its face limited to 30 days, but as you told the chairman time was not of the essence of the contract—it was supposed to continue?—A. Well, it would not. I would have felt safe at any time with my co-shareholders to carry that out, although it was for 30 days.

Q. Do you know the politics of Mr. Mitchell?—A. He is a Liberal.

Q. And Mr. Greenshields is a Liberal?—A. I think he is a Liberal.

Q. Now, Mr. Lister asked you if you had noticed any particular stimulation of your political zeal about the last election; did you notice any particular stimulation of zeal on the part of Mr. Mitchell and Mr. Greenshields?—A. I think about the same.

Q. In expectation of this big haul they did not incline to the Tory party?—A. I am sorry to say they did not. I do not like the expression “big haul,” because they were only getting the value of the road.

Q. Your position was this: we may call the shareholders three parties, you and Mr. Greenshields and Mr. Mitchell and all the shareholders were all one party?—A. Yes.

Q. Then there was a second party, yourself and Mr. Mitchell and Mr. Greenshield, they constituted another party?—A. Yes.

Q. And then the third party was Mr. Hugh Ryan?—A. Yes.

Q. And the first party was to get the amount of that option?—A. They were to get for their shares, par and 25 per cent premium.

Q. That made \$500,000?—A. Yes.

Q. Then you three as the second party were to get one-third of the net gain in the transaction?—A. Yes.

Q. And Mr. Ryan was to get two-thirds?—A. Yes.

Q. Did it never strike you that if \$2,500,000 was got for the road, Mr. Ryan was getting a fat thing?—A. Yes, but at the same time we would be doing a good thing ourselves, and you understand that in the first place he would have to spend his time and his money to construct the road, and a man's experience in such work is valuable. At any rate, if we could have made better arrangements, we would have done it.

Q. And in all these negotiations, or before the negotiations, Messrs. Greenshields and Mitchell were conversant they were in the inner circle with you?—A. Yes.

Q. Then, as respects this letter from Sir Charles Tupper, Sir Charles mentioned in conversation he was prepared to enter into negotiations?—A. I understood it so. I cannot say it was in the letter, but my impression was that that was what the letter conveyed.

Q. There was nothing conditional on the result of the elections, but only that the Government was prepared to enter into negotiations for the purchase of the road?—A. Yes.

*By the Chairman :*

Q. Do you undertake to say the proviso was not in the letter, “if they succeeded at the elections?”—A. No, it was not in the letter. There was nothing of that kind; that is, what little I recollect of it, because I do not recollect that I had the letter in my hands.

Q. It was a letter that would not be let out of the hands of the holder very readily?—A. I do not know.

*By Mr. Powell :*

Q. There were no stated amounts in the letter, or anything of that kind?—A. I cannot recollect.

Mr. FARWELL.



## Drummond County Railway Inquiry.

*By the Chairman :*

Q. The Grand Trunk negotiations, I understand, commenced away back in 1891?—A. It was in 1891 or 1892.

Q. They fell through; nothing came of them at all?—A. No.

Q. And then you turned your attention to selling to the Government?—A. Yes, all we could. We turned our attention to see if we could get a road through to Levis. We have had difficulty about getting any subsidies and help to get the road through. As a matter of fact, we have met with tremendous opposition against our getting through, by competing roads.

Q. And it was after the Grand Trunk negotiations had fallen through that you thought of selling to the Government?—A. Yes.

Q. Of course what Mr. Green-shields and Mr. Mitchell knew they did not get from Mr. Pope or Mr. Ives; it was from you?—A. Yes.

Q. Mr. Ives communicated with you, and you with the others?—A. I cannot say he communicated with me; I communicated with him. He is a personal friend of mine.

Q. Be it as you like, whatever information they had they got from you?—A. Yes.

Q. Now, about the arrangement that you have made with the present Government. Can you say whether that arrangement is a better or a worse arrangement than the one you made with Mr. Ryan, if it had been carried out?—A. A worse arrangement for us.

Q. It is a better arrangement for the Government?—A. It is a worse arrangement for us, a great deal, and better for the Government.

*By Mr. Powell :*

Q. Your talk with Mr. Pope and Mr. Ives was simply, on your part, endeavouring to convince them or to urge this along?—A. Yes, sir.

Q. Do you remember an option which was given to Mr. Maze?—A. That was in connection with Mr. Greenshields. I do not know about that at all.

*By Mr. Haggart :*

Q. There were no other options given in connection with this road?—A. I may have had another, but it was simply to me.

Q. I suppose for a similar amount to this?—A. I do not remember. I was under the impression that this was for \$400,000, but it is put in here at \$500,000.

Q. What do you think the other option would be for?—A. The other would be for \$400,000, but I do not know if this is an exact copy. It was not less than \$400,000.

*By Mr. Powell :*

Q. How about the second option after this?—A. I cannot say.

*By the Chairman :*

Q. It was for the same purpose, to sell to the Government?—A. Yes. We never offered to sell to anybody for any less than that.

*By Mr. Powell :*

Q. That was for \$400,000?—A. For \$100,000 rental or two and a-half millions, until this last lease came up.

Mr. FARWELL.

*By the Chairman :*

Q. Was there ever any authority given to anybody to sell for \$400,000?—A. Never.

Q. You would not have taken it, I presume?—A. Never.

*By Mr. Powell :*

Q. Along during this time there was quite an indebtedness to the bank of which you were manager. The bank was rather pressing for the payment of this, were they not?—A. Well, I cannot say that. It was never so much that we felt we could not get along without the money.

Q. You were rather anxious that the debt should be liquidated?—A. I do not know, we liked the interest on it.

Q. To come back to the main point, weren't you rather anxious that the debt should be liquidated? I am not going into the account between you at all.—A. I do not think there is anything special in it.

*By the Chairman :*

Q. They paid a good rate of interest?—A. Yes, a satisfactory rate. More than the others wanted to pay.

*By Mr. Powell :*

Q. As high as seven or eight per cent sometimes?—A. No, never more than seven per cent.

Witness discharged.

Mr. J. M. Courtney, Deputy Minister of Finance, was recalled to produce an actuarial statement, and, it not being ready, made a memo. of what was required, and promised to have Mr. Fitzgerald, the Inspector of Insurance, prepare it.

The Committee then adjourned until Friday next, 13th inst., at 10.30 o'clock a.m.

# Drummond County Railway Inquiry.

HOUSE OF COMMONS,  
FRIDAY, 13th May 1898.

Inquiry into the expenditure of subsidies granted in aid of the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Committee met at 10.30 o'clock, a.m.

Mr. COLLINGWOOD SCHREIBER, Deputy Minister of Railways, recalled, was examined as follows:—

*By Mr. Haggart :*

Q. This is a statement of the amount of traffic on the Drummond County Railway from 1st to 31st March, 1898, both inclusive:—

(Exhibit No. 38).

Through freight.....	\$ 18,867 39
Local freight.....	11,963 36
Through passenger.....	7,371 83
Local passenger.....	6,513 46
	\$ 44,716 04

That is the statement you produced?—A. Yes.

Q. You have not got the working expenses?—A. No, I have not.

Q. How do you apportion the amount of the Drummond County Railway through rates?—A. That is determined on a mileage basis, I think.

Q. The same as for passengers?—A. It must be so, it is the only way to do it.

*By Mr. Powell :*

Q. You have an arrangement with the Dominion Atlantic Railway Company over a portion of the Government line from Windsor to Windsor Junction?—A. Yes, the Dominion Atlantic operate on the Windsor branch from Windsor to Windsor Junction. They receive two-thirds of the gross earnings and the Government receive one-third for maintaining it.

Q. Let us get the full arrangement. For the one-third of the gross receipts the Dominion maintains the line from Windsor to Windsor Junction and gives the Dominion Atlantic running facilities over the Intercolonial Railway to Halifax, together with terminal facilities at Halifax, is that it?—A. Yes, they have running powers to Halifax, but the Government receives one-third on that also of the amount of traffic that comes off that road, but receive nothing for the use of the terminals.

Q. What does the Dominion Atlantic receive from the Government; do they receive the use of the road from Windsor to Windsor Junction and the use to Halifax and terminal facilities at Halifax, and for all that they give one-third of what is earned by the Dominion Atlantic Railway?—A. One-third of the total receipts.

Q. And the Dominion Atlantic Company have nothing to do with maintaining the roadbeds, or anything of that kind?—A. No.

Q. All that is thrown on the Government?—A. Yes.

Q. What is the length of this road from Windsor to Windsor Junction?—A. It is thirty-two miles.

Mr. SCHREIBER.

Q. And what is the distance from Windsor Junction to Halifax station?—A. Fourteen miles.

Q. And the terminal facilities at Halifax are very extensive?—A. They are very considerable.

Q. Can you give us from memory what net rental is received by the Government?—A. You mean the difference between the cost of operating the road and the one-third?

Q. Yes?—A. I could not tell you from memory. There is a profit each year. It will be found in the report of the Department. Here it is. The last year the profit was \$29,782.19.

Q. Just give the Committee please the figures from 1890 of what the net rental was?—A. The figures, leaving out the cents, are as follows:—

1890.....	\$11,100
1891.....	1,304
1892.....	13,995
1893.....	17,426
1894.....	15,330
1895.....	24,438
1896.....	20,085
1897.....	29,782

Q. And under that agreement of which you speak all the betterments requisite for the traffic of the Dominion Atlantic Railway, that is so far as this portion of the road is concerned, have to be met by the Government at their own expense?—A. That is a debatable question, whether they pay for them or not.

Q. As a matter of fact they were met by the Government in 1891?—A. Such betterments as have been made have been paid by the Government and are charged in that account.

Q. That would be a longer stretch of road than you are renting from the Grand Trunk?—A. No.

Q. Adding the fourteen miles to it?—A. Yes, if you take from Halifax to Windsor it would be forty-six miles.

Q. Altogether the Dominion Atlantic have the use of forty-six miles?—A. Yes.

Q. As against what length of the Grand Trunk?—A. I think it is thirty-six miles. I may say this, it is much the same thing, for the fourteen miles they have not the sole and only use.

Q. Then for the fourteen miles they have the use in common with the Government, and for the thirty-two miles they have the exclusive use?—A. Yes.

Q. The Dominion Atlantic Company have a very heavy freight traffic into Halifax, has it not?—A. Yes.

Q. Heavier than you have over the Grand Trunk at Montreal?—A. I could not say how that would be. I should think not. Certainly I should suppose not.

Q. Take the northern portion of the Intercolonial from Chaudière to Rivière du Loup, don't you know that the freight traffic over the Dominion Atlantic Railway is very largely in excess of what passes over that portion of the Intercolonial Railway?—A. I should not suppose so.

Q. You have never looked into it?—A. No.

*By Mr. Haggart:*

Q. Do you know anything of the details of the local traffic, what amount of that local traffic went to construction account, or on account of the Drummond County Railway itself?—A. No.

Q. I would like to have that, and to have at the next meeting the account for month of April?—A. Very well.

*By the Chairman:*

Q. I understand you to say that Exhibit No. 38 shows the amount of traffic the Drummond County Railway is entitled to credit for?—A. Yes.

Mr. SCHREIBER.

## Drummond County Railway Inquiry.

Q. For one month?—A. For one month.

Q. You only commenced to operate the road on the 1st of March?—A. Yes.

Q. The Dominion Atlantic Railway I understand you to say is thirty-two miles to Windsor Junction and fourteen miles from Windsor Junction to Halifax, making forty-six miles in all owned by that road?—A. No, owned by the Government.

Q. How much of the road is owned by the Dominion Atlantic Company?—A. None of that portion.

Q. That is a portion belonging to the Government over which it runs?—A. Yes.

Q. For the user of that road they pay one-third of the gross receipts?—A. They pay us one-third of the gross earnings for maintaining the road and retain two-thirds for operating the road. They operate the road and we maintain it.

Q. You say it is questionable whether under the agreement the Government is bound to maintain the road?—A. No, I did not refer to maintenance but to the cost of betterments. Our contention is that it is the road as it was when the lease was made that we have to maintain.

*By Mr. Powell :*

Q. The Intercolonial Railway time-tables will give the number of trains passing over the road from Windsor to Windsor Junction, I suppose?—A. Yes.

Q. Freight trains, are they given?—A. No.

Mr. Schreiber retired.

Sir CHARLES TUPPER, being sworn, gave evidence as follows:—

*By Mr. Powell :*

Q. Sir Charles, you wish to make a statement I understand respecting some evidence that has been given here?—A. Yes.

Q. I will just read the evidence given and then you can make your statement on it. On page 132 of the evidence of Friday, May 6th, Mr. Farwell was being examined, and the questions and answers were as follows:—

Q. Before the election took place in 1896 was there any sort of promise made by any member of the Government that in case the Conservatives were successful in the elections the road would be taken over?—A. I never heard such a promise.

Q. Did you ever see such a letter?—A. I have an impression that there was such a letter, but I am not prepared to swear that there was.

Q. Who was the writer?—A. I would not be prepared to say.

Q. To the best of your recollection?—A. I am not prepared to say that it was so; consequently it is only an impression.

Q. The other would be an impression also?—A. I do not think I could.

Q. It is only an impression of course?—A. I would rather not mention the name when it is only an impression.

Q. The Committee wants you to mention it?—A. I cannot, because it is only an impression.

Q. What is your impression?—A. I would not swear that there was such a letter.

Q. You have told us that. Whom do you think it is from?—A. Is it right to give your impression?

Q. Yes, Sir; we are trying so find out the facts?—A. I don't think I can answer that question.

Q. Do you swear you cannot answer it?—A. Well, I swear that I had an impression.

Q. That is all I want?—A. It is not evidence.

Q. No matter; this is not evidence here entirely; we are searching?—A. I do not know whom such a letter was from.

Q. I did not ask you whether you knew it or not. You told me that you have an impression. I ask you now to let us know what that impression is?—A. I did not have any such letter.

Q. You have told us that?—A. I never had such letter.

Q. Your impression is that you saw a letter. I want to know what is your impression as to whom the writer is?—A. Very well I have an impression that it is Sir Charles Tupper. I did not have any such letter from him and I may be wrong.

Q. You may be, I understand that perfectly, but your impression is that you saw a letter written by Sir Charles Tupper?—A. Yes.

Q. What is your impression as to whom that letter was addressed to?—A. I have an impression that it was addressed to Mr. Pope.

Q. What is your impression as to the contents of that letter?—A. Well, in a general way, that the Government would be favourable to some arrangement to take over the road.

Sir CHARLES TUPPER.

Q. To take over the road if?—A. There was no “if” about it.

Q. If they succeeded at the election?—A. No “if” about it.

Q. How long before the election was that?—A. I cannot say.

Q. Was it in 1896?—A. Yes, in the spring of 1896.

Q. And taking over the road, in your mind, meant \$2,500,000 or \$100,000 a year?—A. That is what I asked for.

Q. And that is what you expected if it were taken over?—A. I should have taken less if I could not have got that.

Q. But you would have taken that?—A. Yes.

Q. That is what you expected?—A. That is what I hoped for.

Q. Can you be more definite as to date?—A. No.

Q. In the spring of 1896?—A. I think so.

Q. The elections were in June?—Yes, I think so, but I am not much of a politician. I am not a political organizer as was stated.

That is all that relates to the matter, Sir Charles. Have you any statement to make.

*By the Chairman:*

Q. Do you want to make any statement?—A. I shall make a statement if you wish it. I may say that Mr. Farwell is entirely wrong in his impression. I never wrote any such letter to any person whatever in regard to this matter, and I think it is just to myself to make that statement. The first intimation that I had of this proposed purchase of the road by the late government, and with which proposal the name of Mr. Ryan was connected, the first intimation I ever had of that was when I read it in the Montreal *Herald* since this session began. I did not know that Mr. Ryan ever had any communication with the parties. I know that no proposal to purchase the road had ever been before any government of which I was a member, while I was a member of it. From the time I joined Sir Mackenzie Bowell's Government the matter never was before it; it never was before my Government. The only paper connected with this subject that I have ever seen was a paper which Mr. Haggart showed me after this session commenced, a copy, as he said, of a proposal to sell the Drummond County Railway for a certain sum of money. That was shown to me since the session commenced by Mr. Haggart; I did not know it existed before then. I had never heard of any proposal before the Government coming from Mr. Ryan or anyone else, and Mr. Farwell is therefore entirely mistaken in supposing that he saw a letter with my name to it, because I have never written such a letter. That is in brief the position.

Q. Then I understand you to say that no member of your Government ever mentioned to you anything about negotiating either for the purchase or otherwise of the Drummond County Railway.—A. No.

Q. Mr. Ives was a member of the Cabinet.—A. Mr. Ives was a member of the Cabinet. I may have heard Mr. Ives make a remark that the Drummond County Railway might be obtained, but I never heard anything further. I never heard of a proposal of any kind whatever, and I am not able to say that I ever heard Mr. Ives say that. But I do not say that on some occasion he might not have said so. I may say that from what I knew of the Intercolonial Railway, I always regarded with disfavour any large expenditure in connection with bringing it into Montreal. Therefore I suppose that accounts for no person having communicated with me on the subject.

Q. Are you cognizant of any negotiations at any time to purchase the Grand Trunk Railway as a connecting link?—A. No, I cannot say that I am. During the period when I was Minister of Railways we purchased the Grand Trunk line from Rivière du Loup to Quebec, but I am not able to remember all the circumstances. I may say this however that one of the strongest reasons why I would not have entertained, if it had been brought before me a proposal to take the Drummond Country Railway was that the Grand Trunk Railway would be a railway in competition with the Intercolonial, in that case, and if the two questions had come before me I should of course have very much preferred getting into Montreal by the Grand Trunk Railway than by the other way, as I have already stated in the House.

Sir CHARLES TUPPER.

## Drummond County Railway Inquiry.

*By Mr. Powell :*

Q. Did you as a member of the Government personally consider any proposal to purchase the Drummond County Railway?—A. No.

Q. No proposal to purchase it was ever made?—A. No, I never saw a paper or a proposal except the one which I have referred to which Mr. Haggart showed me since this session opened, and that was said to be a copy of a proposal to sell the road for a certain sum.

Mr. RUFUS POPE, M.P., being sworn, gave evidence as follows:—

*By the Chairman :*

Q. How long have you been a member of the House of Commons?—A. I think since 1889.

Q. You have been a member continuously from that time down to the present?—A. Yes, sir.

Q. You know the Drummond County Railway?—A. I have been over it.

Q. More than once?—A. Twice.

Q. Have you been over it sufficiently to form an opinion as to the character of the road? A. To satisfy myself. I do not pretend to be a railway expert.

Q. You went over the road for the purpose of satisfying yourself?—A. Yes, sir.

Q. What is your judgment as to the character of the road?—A. I think it is a good road.

Q. What do you say as to the probable traffic?—A. It has a fair local traffic. It all depends upon the arrangements made by the Government as to the through traffic.

Q. Has it traffic of its own, in addition to what the Government may be able to give it?—A. Yes, sir.

Q. Were you at any time during the past five years directly or indirectly interested in selling the road?—A. "Directly or indirectly." Do you mean by a pecuniary interest?

Q. No, no, I do not suppose you had any pecuniary interest. Did you take any part, direct or indirect, in trying to effect the sale of the road to the Government?—A. I was always favourable to the extension of the Intercolonial to Montreal, and, my friends being interested in the Drummond County, and believing it to be as good an extension as could be got, I was always at the disposal of the Drummond County Railway people, in any way that I possessed any influence, to assist them in the disposal of that road.

Q. Did you on more than one occasion meet the president and directors or the president alone with regard to the sale of it to the Government?—A. I never met the president and directors together officially. I knew the president very well and had met him on many occasions, in the way of business, and we very often conversed about the matter.

Q. Had you any conversation at any time with members of the Government respecting the purchase of the road—the late Government?—A. I spoke to a great many members of the House; I think I may have mentioned it to Mr. Haggart, that is for the extension of the Intercolonial to Montreal, saying, "It is possible to acquire this road." Not further than that.

Q. Have you any recollection at all of having mentioned it to any other members of the Government?—A. No, sir.

Q. To Mr. Ives?—A. He knew as much about it as I did.

Q. He was a member of the Government at the time?—A. I believe he was.

Mr. POPE.

Q. With the exception of Mr. Ives who knew as much of the matter as you, did you mention it to any other member of the Government?—A. I cannot remember ever having mentioned it to any other member.

Q. You do remember having mentioned it to members of Parliament?—A. Yes, the general principle of the extension of the Intercolonial to Montreal.

Q. And the extension of the Intercolonial to Montreal meant the acquisition of the Drummond County Railway?—A. Not necessarily.

Q. What other proposition was there to bring it into Montreal?—A. It might have come over the Grand Trunk.

Q. It was coming over the Grand Trunk as a matter of fact?—A. Not by any arrangement by which they received any particular benefit from coming over that road.

Q. Did it mean in your mind the acquisition of the Grand Trunk?—A. Yes, if it were made a permanent thing.

Q. Did you ever take any steps at all to open up negotiations with the Grand Trunk Railway Company for the acquisition of the Grand Trunk?—A. No, sir.

Q. You say that the Drummond County Railway was not in your mind's eye exclusively, but that you talked to members of Parliament and others about getting entry into the city of Montreal?—A. Well, it may have been in my mind's eye, but it was not in that sense that I presented the principle of the extension of the Intercolonial to Montreal.

Q. You presented it upon the principle that it would be advantageous to the country generally to get an entrance into Montreal?—A. That is right.

Q. Having behind that of course this line as being the most likely means of getting into Montreal?—A. Yes.

Q. And you think that still?—A. Yes.

Q. In your judgment it is in the interest of the country that the Intercolonial should get into Montreal?—A. Yes.

Q. And I understand you to say that in your judgment this is the proper way of getting into Montreal?—A. Yes.

Q. It is the best way?—A. Yes.

Q. Have you any opinion to give this Committee as to the cost of the road?—A. I have not.

Q. You are not able to form an opinion?—A. No, I have never taken trouble enough.

Q. Did you speak to others than members of Parliament—leading business men—for the purpose of having influence brought to bear upon the late Government about the acquisition of the road by that Government?—A. For the purpose of having influence brought to bear upon the Government? No.

Q. You have no recollection of speaking to any member of the Government?—A. Except what I have stated; I think I had a conversation with Mr. Haggart.

Q. Do you remember what the conversation was?—A. No, I could not swear what the conversation was.

Q. Not in the exact terms, but the effect?—A. No, I could not swear what the effect was.

Q. Do you know or have you any recollection at all as to about the time that that conversation took place; that is to say, would it be in 1896, 1895, 1894 or in 1893?—A. It would be previous to 1896, but I could not say at what time it was.

Q. On the 16th July, 1894, an option (Exhibit No. 20) was given by Mr. Wm. Farwell to Mr. Hugh Ryan for the purchase of the stock of this company at \$500,000. Did you ever see the option of which that purports to be a copy (handing witness Exhibit No. 20)?—A. I never remember seeing an option of this character.

Q. Were you cognizant of the fact that an option had been given to Mr. Ryan?—A. I had so understood.

Q. From whom?—A. Mr. Farwell.

Q. You had never seen the option?—A. I never remember seeing an option of this character.

Mr. POPE.



## Drummond County Railway Inquiry.

Q. What sort of an option did you see?—A. It is so long ago I could not say.

Q. You did see an option though?—A. Yes.

Q. Well, try and remember if you can, generally.—A. Oh! it would be impossible, I could not remember.

Q. Was there any agreement entered into about that time whereby the Company, or the individuals composing the company, were to get \$500,000, plus any money expended in bringing the road up to the proper standard, and a division of the balance between the owners and Mr. Ryan in the proportion of one-third to the owners, or some of them, and two-thirds to Mr. Ryan?—A. I could not swear, I have an impression that it was something of that character.

Q. This option to Mr. Ryan was never carried out?—A. Well, I fancy not.

Q. Did you see Mr. Ryan about it?—A. I think I was in Ottawa with Mr. Farwell and saw Mr. Ryan. Mr. Farwell was doing the business; it was his particular business, of course, and I was not paying attention.

Q. Was that the time the option was drawn up?—A. I do not know.

Q. Had you anything to do with bringing Mr. Ryan and Mr. Farwell together?—A. Well, they have known each other for years, and I cannot say whether I did or did not.

Q. Well, I do not suppose Mr. Ryan would have known that the Drummond County Railway people wanted to sell unless he had a communication from them or from some one else to that effect?—A. I do not remember, I may have done so; Mr. Ryan is here himself.

Q. Well, from 1894 to 1896 had you made any further efforts to effect a sale?—A. I do not think so. I do not remember any more than I continued to discuss the question with anybody and everybody of the extension of the Intercolonial Railway, but nothing definite.

Q. You believed it would be a good political move?—A. Yes.

Q. You thought the party was dry-rotting and wanted something of a policy to go on?—A. That is it exactly, and I thought you people would fight it.

Q. And you think so still?—A. Yes.

Q. Now, just before the elections, or in the year 1896, I suppose you saw Mr. Farwell about this matter?—A. I do not know if I saw him specially.

Q. Did you ever get any letter which you showed Mr. Farwell about the purchase of this road?—A. From whom?

Q. From any member of the Government; have you never received any letter from any member of the Government?—A. Offering to purchase this road?

Q. No, not offering to purchase this road; pertaining to the road?—A. No, I do not think so.

Q. You never showed a letter to Mr. Farwell that if you were successful at the elections the road might be taken over or anything to that effect?—A. I do not think I ever had such a letter to show. As a political organizer I would not like to swear what impression I left on Mr. Farwell's mind.

Q. But you would not read a letter you never had?—A. Well, I would not say.

Q. Then, Mr. Pope, that being the case, did you read him a letter that he understood came from some member of the Government?—A. I do not remember having done so. I see in his evidence he says he is under that impression.

Q. Well, will you swear that you did not?—A. Swear that I did not read him a letter?

Q. Yes, which he thought came from some member of the Government?—A. Well, I cannot swear about his thoughts.

Q. But will you swear you did not read him a letter which he thought came from a member of the Government?—A. I would swear I never read him a letter coming from the Government.

Q. But did you read a letter which, as you said, came from a member of the Government?—A. Well, I would not gainsay that as a political machine on that occasion that if I had thought it would have done the Conservative party any good to have read him a letter I would have read one.

Mr. POPE.

Q. You won't undertake to say you did not read him one, thinking it no good?  
—A. No, I won't.

Q. You were the organizer of the party in the Eastern Townships?—A. Interested very materially.

Q. Do you remember telling him that if your party succeeded at the polls that the Government would take over the road at \$2,500,000?—A. No.

Q. Or any sum?—A. No, I was not in a position to say that the Government would take over the road.

Q. Well, if you read a letter that did not come from the Government you might say almost anything?—A. I don't know.

*By Mr. McIsaac :*

Q. In Mr. Farwell's evidence in respect to that he said he had an impression you showed him a letter?—A. I read it over carefully, but I could not measure up on the matter of impressions.

Q. You will not undertake to contradict what he states?—A. No.

*The Chairman.*—He says he will not contradict; he might have read a letter from himself? *The Witness.*—No, I will not swear I did not. If I did I would do it in a minute if I thought it would strengthen the Conservative party.

*By Mr Morrison :*

Q. You are not personally aware that such negotiations were pending for the sale on a cash basis at a sum of \$2,500,000?—A. I swear I did not know; I only know the Drummond County people were anxious to bring that about. I never heard any member of the Government in any way say they were prepared to accept that.

Q. Well, do you know the proposition was made to them?—A. No.

Q. It was not made through you?—A. No.

Q. In your efforts on behalf of the Drummond County interests to have it sold would you make such a proposition, or lead the Drummond County people to suppose so?—A. They were perfectly aware of what I was doing; I did not lead them to suppose anything.

Q. You had no particular instructions from them?—A. No, and no power of attorney to act.

Q. Did you act of your own volition, voluntarily, in those negotiations with the Government or after conference with those interested in the Drummond County Railway?—A. I cannot say I acted with the Government in any sense.

Q. But you were an intermediary with the Government.

(*Mr. Haggart objects to the question.*)

*The witness.*—A. Never.

Q. You were an intermediary between the Government and the Drummond County Railway interests to some extent?—A. On behalf of the Government?

Q. I did not ask in that way.—A. I answer that way.

Q. I ask were you an intermediary between the Drummond County Railway and the Government?—A. I was friendly with the Drummond County Railway and promoting its interests in any way I could.

Q. Well, you were friendly with the Government at that time, were you not?—A. Some members of it.

Q. And you did what you could to secure if possible these terms which were mentioned by Mr. Greenshields in his evidence that an attempt was made to get the late Government to acquire the road on a cash basis of \$2,500,000?—A. I never attempted to get any terms.

Q. No terms at all?—A. My desire was to have the Government consider a price of some sort, leaving it to the Government to say this, that, or the other.

Q. You deny under oath that there were any particular terms on which the Government were to take the road over if they accepted the proposition?—A. I do not deny at all.

Mr. POPE.

## Drummond County Railway Inquiry.

Q. Did you know as a matter of fact that any particular terms were mentioned?

—A. I have heard Mr. Farwell often speak of getting certain terms.

Q. What were they?—A. \$2,500,000—in the vicinity of that.

Q. And you were willing to support his claim on that basis?—A. That is another matter. I would not be willing to say.

Q. Did you as a matter of fact?—A. Not as a matter of fact.

Q. You were quite indifferent as to what those terms would be so long as they got the road sold—am I right in assuming that?—A. No, you are not right in assuming that. I was willing that they should get a proper price for the road, but not being the seller or the purchaser it was not my business.

Q. You were in favour of the general principle of the extension of the Inter-colonial Railway to Montreal; you wanted the Government to do exactly what the present Government did except that you had nothing to do with the terms?—A. Quite so.

Q. In regard to Mr. Farwell, you know him well?—A. Yes.

Q. Is he a man whom you would think from your knowledge of him would state deliberately what was not true, on oath, if that is a fair question to ask?—A. I should not suppose he would.

Q. So, taking the evidence of Mr. Farwell, may I ask you the question if it is reasonable to suppose that Mr. Farwell told us, under oath, the truth when he said that Sir Charles Tupper in his opinion had written a letter regarding this?

(Mr. Powell objected to this question. After some discussion between members of the committee :)

The WITNESS—A. I should certainly believe Mr. Farwell under oath; I should believe he was swearing to what he believed to be true.

*By Mr. Powell :*

Q. These people you say were friendly to you and you were friendly to them, the Drummond County Railway people, and you were desirous that the road should form part of the communication with the maritime provinces?—A. Yes.

Q. But the terms of that you did not enter into, leaving the late Government and the Company to fight it out, not caring about the identical terms, and you had nothing to do with it?—A. Yes.

*By the Chairman :*

Q. There was no secret about it. They wanted \$2,500,000 of a capital sum or \$100,000 a year?—A. Yes.

The witness retired.

Mr. HUGH RYAN, Contractor, being sworn gave evidence as follows:—

*By the Chairman :*

Q. Mr. Ryan, you at one time acquired an option for the purchase of the Drummond County Railway?—A. I never had a written option.

Q. You never had a written option?—A. No.

Q. Well, what was the arrangement made between you and the Company?—A. I had no arrangement with the Company.

Q. Did you never see a document of that kind (handing witness Exhibit No. 20)?—A. I do not think so.

Q. It is assigned to you?—A. That might be possible and I might never have seen it.

Q. Do you say you had no arrangement with Mr. Farwell or any member of the Drummond County Railway Company?—A. I had a conversation with Mr. Farwell. I did not know he was in anyway connected with that Company.

Q. Was it not about this Company?—A. It was about that railway, yes.

Q. In what regard?—A. Well, Mr. Farwell wanted me to take an option to purchase that road then and complete a portion of it to where it was built and the railway at the junction of the Grand Trunk, to put the old portion of the road in such condition as would come up to such a specification as could be approved of by the Government Engineer, to satisfy them, and take an agreement with them, or from them, for which they were to sell the road at a certain price. I was to furnish all the money that would be required. Then if the road would be sold to the Government I was to pay them the price of that road. If it could not be sold to the Government—well, I suppose they would have the road.

Q. Who would have the road?—A. The Company.

Q. Where did that conversation take place?—A. Down at the Russell House, I think.

Q. Who was present?—A. None other than Mr. Farwell.

Q. What was the price they were to sell the road for?—A. The price they talked about was this \$500,000, but I had never seen the road and never was over it.

Q. Did you ever go over it?—A. No.

Q. Did you offer to do anything at all towards carrying out the sale to the Government?—A. No.

Q. Did you ever see any member of the Government about it?—A. Yes.

Q. Who?—A. Mr. Haggart.

Q. When?—A. Sometime during the summer.

Q. What summer?—A. The summer of 1894.

Q. Did you ever see him about it afterwards?—A. Never except once, after I had heard from Mr. Farwell what their proposition was.

Q. Their proposition was \$2,500,000?—A. To whom?

Q. To the Government if sold?—A. I do not know anything about that.

Q. Is what Mr. Greenshields says correct, that they were to get a certain price out of which was to be deducted the cost of completion and bringing it up to the standard, and the difference was to be divided in the proportion of one-third to them and two-thirds to you?—A. There was no difference. I could not tell what that road would cost to put in condition and if there was I had no guarantee that the Government would buy it and consequently I would remain with that railway on my hands.

Q. You would do nothing unless you first got a bargain with the Government?  
A. I would not do anything until I was assured that the Government would purchase the road.

Q. Then you only had one conversation with any member of the Government?  
—A. I think that is all. I may have mentioned it more than once, but I do not recollect that I did.

*By Mr. Haggart:*

Q. What was the result of the conversation between you and me?—A. I do not think there was anything further done about it.

Q. What was my statement to you about it?—A. I do not know what you mean exactly.

Q. Did I entertain the proposition or refuse it? What was my answer?—A. I think the object of my conversation with you was to ascertain whether you as Minister of Railways, or the Government were favourable to the purchase of the road.

Q. That was all?—A. I think there was no promise as far as I know of, but I understood you to say that you did not know whether the Government would see fit to accede to the purchase.

Mr. RYAN.

## Drummond County Railway Inquiry.

*By Mr. Morrison :*

Q. When was that?—A. In 1894.

Q. Had you any conversation in the spring of 1896?—A. No.

Witness discharged.

Mr. WILLIAM WAINWRIGHT, recalled, gave evidence as follows:—

*By Mr. Haggart :*

Q. What are the several roads that enjoy terminal facilities over the Grand Trunk in Montreal?—A. There are no roads that have terminal facilities in Montreal.

Q. Perhaps I am not right in using the term terminal facilities. Are there any roads that have the right to go into Montreal on your tracks on any terms whatever?—A. Simply the interchange of cars on which we get a proportion of the traffic charges. There are no running rights over our tracks similar to the proposed Intercolonial Railway arrangement.

Q. What roads come in with the interchange of car arrangement?—A. Cars are interchanged with the Canada Atlantic, Delaware and Hudson, Central Vermont and South Shore and other lines of railway. Cars are carried through to Bonaventure Station and Point St. Charles and out again in the ordinary exchange way.

Q. What is the arrangement with the Canada Atlantic and Delaware & Hudson, for instance?—A. They run into the station and out again, putting in the portion of the cars and engines, and we get our proportion of receipts from the point where they strike our line.

Q. Is it on a mileage condition?—A. In some cases; in others it is simply made up between the traffic departments, just as we do anywhere else—Toronto, Chicago, or elsewhere.

Q. With which of them have you an arrangement under a mileage condition on the rate of a mileage user, on a rate per mile?—A. They are all on the same basis with regard to the interchange of traffic. We get our rate for the distance run over our road.

*By Mr. Lister :*

Q. But you have just the same arrangements on other roads?—A. Just the same wherever their cars are run from one point on our line to another. You asked me, Mr. Powell, for a statement of the Intercolonial proportion of traffic. Then I did not know that I could furnish it, but it has been supplied to me by our general audit officer. I gave the Grand Trunk proportion, you remember, for 1897, but this is the Intercolonial.

*By Mr. Powell :*

Q. The March returns, you say, are not completed?—A. No, sir.

Q. You have not the passenger traffic?—A. No; I did not get the passenger earnings, which are separate and take some time to get out.

*By Mr. Haggart :*

Q. You would not be able to give us the car mileage of the Intercolonial?—A. I can get that, but it is a long job. I am getting it now. I can give it for the same year, but I brought that return up as it was ready. The mileage document was not ready.

*By Mr. Powell :*

Q. Did you get me the amount of mileage for the Government railroads?—  
A. No, I cannot give you that.

Q. This, of course, would all be delivered to you at Chaudière?—A. Yes, sir; that is in 1897, you see. They have the advantage between Chaudière and Montreal now which would make a difference. That amount would be added to their proportion.

*By Mr. Lister :*

Q. This memo. (Exhibit No. 39) reads: "The Intercolonial Railway proportion of freight traffic handed to them by us for the year 1897 was \$420,713.22. Their proportion of charges on freight delivered to us for the same period was \$201,591.59."

*By Mr. Haggart :*

Q. I understood this differently; but that is the amount that you were paid by them for traffic both ways?—That I put in before.

Q. Now if you can just give us the facts in brief which bear on mileage. You were charging them on the mileage basis. The material going into Montreal was charged on a car mileage. How much was that on both the material you delivered to them and the material they delivered to you?—A. I can give you mileage of Intercolonial cars, but we received our percentage divisions of the receipts over our main line previously.

*By Mr. Powell :*

Q. I suppose you are familiar enough with these things to give us this statement from memory. Do you know what the distance from Lévis to St. John, from Chaudière to St. John and to Halifax was taken at in the proportion on through traffic under the old agreement.—A. I cannot tell you from memory. It would be most likely that the mileage would be taken on the short mileage, that is to say, the mileage being longer over the Intercolonial by Moncton to St. John, the short mileage over the Canadian Pacific would rule; but I cannot tell you exactly.

Q. Do you know the present arrangements that are made between Mr. Hays and Mr. Harris?—A. You mean Mr. Harris and Mr. Reeve. There is an agreement, I think, between them.

Q. Do you know what it is?—I have read it. It is a traffic agreement.

Q. In that agreement, as I understand it, Mr. Wainwright, the division of through freight is calculated on a mileage of 375 from Montreal to St. John and 425 from Montreal to Halifax.—A. Well, it may be; I do not know.

Q. It is here. I will let you see it. I do not want to tie you down to too much detail, but I want to get the general statement?—A. Of course I know that these arrangements are all based on certain principles of mileage or percentage divisions.

*By Mr. Haggart :*

Q. You have not got the principles on which they are formulated. I mean your arrangements as to short and long hauls?—A. No.

Q. I know there is an arrangement and would like very much to get it?—A. The principle is that rates are based on the short mileage.

Q. But you have not got the principles on which they are formulated?—No, I have not got them.

*By Mr. Powell :*

Q. The division is calculated on through freight. The point about which I want to ask you is this, generally, whether the arrangement was more favourable to the Intercolonial or less favourable?—A. The present arrangement is more favourable.

Q. Much more so?—A. Yes, a good deal more so.

Mr. WAINWRIGHT.

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Q. As a railway expert what on ordinary freight is the charge per ton per mile that would pay expenses?—A. That is a very difficult thing to answer as it depends a good deal upon the description of freight, the quantity you can carry and the distance of haul. In carrying coal, for instance, we do not calculate on a rate per ton per mile; we calculate what we can carry a trainload at. It is carried in trainloads and we can afford to carry it very much cheaper per ton per mile than in the case of other classes of freight.

Q. Take hauls of 400, 500 or 1,000 miles, for instance, what would you regard as a satisfactory charge?—A. We look upon half a cent to five-eighths of a cent per ton per mile as satisfactory.

Q. That is a satisfactory rate?—A. It is a covering rate, if carried for some distance in trainloads.

Q. And there is a fair profit in that?

Mr. HAGGART.—It is according to the distance altogether?

The WITNESS.—Yes, entirely.

*By Mr. Powell:*

Q. I am asking about long distance train loads. As a supplementary question, let me ask you what proportion would be profit and what proportion expense?—A. That goes into the question entirely of working.

Q. Well, ordinarily; there must be some recognized figure on long hauls?—A. The working of the railway may be expensive or it may be economical.

Q. I understand all that. Take a fairly economically managed road, take the Intercolonial, for instance, what do you think would be the cost per ton per mile over that for long hauls, under favourable conditions?—A. I could not tell you as to the Intercolonial. On our own road at a half a cent per ton per mile, under most favourable conditions, we should not make more than one-tenth of a cent per ton per mile.

Q. Railway experts have informed me that, on these long hauls, the cost ordinarily would be three-tenths of a cent per ton per mile. I should like to ask you if that would be a fair estimate of the cost of the transportation of freight?

Mr. Morrison objected to the question on the ground that it was going beyond the scope of the investigation.

Question allowed.

A. It would depend upon the construction of the railway and the grades. One road can be worked very much cheaper than another.

Q. I recognize all those things, but would that be a fair rate on a perfectly level road without any drawbacks at all?—A. That is about the mark, everything being favourable.

Mr. WILLIAM FITZGERALD, gave evidence as follows:—

*By Mr. Haggart:*

Q. Did you make out a calculation?—A. I have been asked to make a calculation, and here it is (Exhibit No. 40.)

*By Mr. Powell:*

Q. You have prepared that?—A. Yes.

Q. An annuity of \$64,000 for 99 years is worth what, computed at 2½ per cent annually?—A. It is worth \$2,091,541.

Q. Computing it on the basis of a semi-annual payment of interest what would it be?—A. \$2,094,192.

Mr. FITZGERALD.

Q. If we purchase a road by paying \$64,000 a year for it for 99 years and Canada's borrowing powers are 2½ per cent payable half-yearly, that would be equivalent to paying how much?—A. \$2,094,192.

*By the Chairman :*

Q. Have you been sworn?—A. No, sir.

Witness sworn.

*By Mr Powell :*

Q. What you have stated is correct?—A. That is correct.

The HON. JOHN HAGGART, M.P., sworn, testified as follows :—

In reference to this matter the first that I remember about it is a conversation that I think I had with Mr. Ives in 1894—the result of a little conversation we had between ourselves in reference to the extension of the Intercolonial Railway to Montreal. He was a colleague of mine. I entertained favourably at that time an opinion of the extension of the road for a good many reasons. We had trouble making connection with the Grand Trunk Railway, we had a great deal of trouble with the Canadian Pacific Railway, and I thought it was in the interest of the country that the road should be extended to Montreal. That was my personal idea at the time. Mr. Ives proposed to me, then, the acquisition of the Drummond County Railway. He told me—or at least I do not know if he told me—I made inquiries about it, and I found that the railway could be very cheaply obtained. If I remember rightly the principal indebtedness of the railway at that time was, as I understood it, in the neighbourhood of \$170,000, to the Eastern Townships Bank. They had floating liabilities of from \$25,000 to \$30,000 more. I heard that they were anxious to realize, and for a sum, I do not know how much about that, that the railway might be obtained. How to get in from the terminus of the railway to Montreal was another matter for consideration. I went down and I think I saw the then President of the Grand Trunk Railway. I had a conversation with him upon the subject, and although he could not speak authoritatively upon it without consulting his Board, I understood from him that there would be no difficulty in making an arrangement to get into Montreal and for the user of their terminal facilities there on the same terms as he allowed other railways or on a mileage basis. There was not much further done in the matter, though Mr. Ryan and I had a conversation on the subject. In conversation with Mr. Ryan he stated to me he had spoken to Mr. Farwell upon the subject and asked me if I was ready to consider a proposition from him. I told him that I would have nothing to do with it and advised him to have nothing to do with it. I may state that I never submitted a proposition to Council—any proposition to Council—but I had a conversation with the Premier, I think it was Sir John Thompson, with reference to the matter, and I think with the Finance Minister, Mr. Foster; but the matter never took any form and never was considered in Council. If I remember rightly Mr. Ryan spoke to me something in the direction of which he stated to-day, something about his finishing the road or making some arrangements with them for finishing the road. I never heard of any proposition for a higher price to be charged for the road than the one named in the option of \$500,000, and from information which I had at the time, correctly or not, I understood that other parties had options for the road for a less amount. I understood that they had been negotiating for the sale of the road both to the Grand Trunk and Canadian Pacific Railways. This was in July, 1894, I think. However, the time could be fixed at the time of Mr. Ives's departure for England, I think in July, 1894. I never

Mr. HAGGART.



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had any communication with any one of the company, or otherwise, after that date with reference to the road.

*By the Chairman :*

Q You had a valuation of the road made?—A. Yes, by Mr. Schreiber.

Q. Was that after Mr. Ryan had spoken to you?—A. I do not remember. It must have been somewhere near the time. The proposition was made by Mr. Ryan, I think, in July, 1894, and the date of the valuation will show whether it was before that time or not. I think it was before the proposition was made by Mr. Ryan.

Q. The valuation was made before the proposition?—A. I think so.

Q. If it was not made in consequence of anything Mr. Ryan said to you, then why was the valuation of the Drummond County made?—A. Because Mr. Ives had a conversation with me in reference to the acquisition of the road and I made inquiry with reference to the value of it and the probable cost to reach Montreal.

Q. How long was it between the time Mr. Ryan spoke to you and the time when Mr. Ives had that conversation?—A. I wish Mr. Ryan had fixed that. I think it was July or August, 1894, when I had the conversation with Mr. Ryan. It must have been prior to that when I had a conversation with Mr. Ives, because, if I remember rightly, he went away to the old country, and when going away I had some communication with him.

Q. Did Mr. Ives give you any information as to what the road could be bought for?—A. It was just general information.

Q. Do you undertake to swear that he gave you to understand the road could be bought for \$500,000?—A. Oh, I do not think so. He told me the state of the finances of the road and said that the Eastern Townships Bank was very anxious to realize; then in the case of a sale to the government, the road to be put into the state it now is. He never went into details.

Q. You do not know how much of the road was completed at that time?—A. No. All I know is I must have had the option long before my conversation with Mr. Ryan. Mr. Farwell had the idea that Mr. Ryan sent me the option. I think it was in conversation with Mr. Ives.

Q. Then in consequence of what Mr. Ives told you, you had Mr. Schreiber go over the road?—A. Yes.

Q. Did Mr. Ives represent the value of it?—A. I do not remember.

Q. After Mr. Schreiber went over the road and gave his valuation to you as Minister of Railways, did you have a conversation with Mr. Ives?—A. No.

Q. Never spoke to him?—A. No. He went away to the old country.

Q. Then you spoke to Sir John Thompson and also to Mr. Foster?—A. I think so.

Q. Was that after the valuation?—A. It was before.

Q. Then in getting the road valued did you act on their advice or suggestion?—A. No, I do not think I did.

Q. Did they approve of the scheme?—A. As to Sir John Thompson I do not know whether he did or not. The Finance Minister objected to it. He was not objecting to the scheme but to the expenditure of any money.

Q. At that time?—A. At that particular time.

Q. You do not remember the opinion of Sir John Thompson?—A. No.

Q. Did I understand you to say that Mr. Ryan spoke to you before or after this?—A. After this.

Q. Did he give you to understand what the company would expect for the road?—A. What he did was this. He spoke to me generally on the subject and said these parties were anxious to put the road in order and enter into negotiations with the government. He entered into no details. I told him I would not entertain the proposition at all.

Q. Were you spoken to afterwards by any member of the Government?—A. No.

Q. Mr. Ives did not speak to you again?—A. No.

Q. Nor Mr. Pope, nor any member of Parliament?—A. No.

MR. HAGGART.

Q. You never informed Mr. Ives or Mr. Pope that you would not purchase or have anything to do with it; you simply told Mr. Ryan?—A. I told him, and I am not certain whether I informed Mr. Ives. I am not certain.

Q. You had some idea of purchasing the Grand Trunk?—A. I considered two or three schemes, one whether to utilize the Grand Trunk, one whether to utilize a direct road running up the shore, or this particular route.

Q. These were the Grand Trunk, the Canada and Lake Superior and the Drummond County Railways?—A. I think they call it the South Shore Road, which is not completed yet.

Q. So you thought that an entry into Montreal for the Intercolonial might be obtained by one of these routes?—A. Yes.

Q. You tried to buy the Grand Trunk?—A. No.

Q. Never negotiated?—A. No.

Q. And you thought the Intercolonial Railway should get into Montreal?—A. That was my opinion.

Q. And you think still that the Intercolonial should get into Montreal?—A. Yes.

Q. In order to make it a success it should get into a business centre like Montreal?—A. Yes, that was my idea.

Q. So it comes down to a question whether the Government paid too much for the extension to Montreal?—A. Yes.

Q. So far as policy is concerned you and the present government agree on this question?—A. Yes. Mind you, that is my own individual opinion, not the opinion of the late Government.

Q. It never came before the late Government?—A. No.

Q. That is your opinion as Minister of Railways?—A. Yes.

Q. And as a citizen of the country?—A. Yes.

*By Mr. Powell:*

Q. With reference to the Grand Trunk, there were difficulties in the forwarding of freight and passengers, were there not?—A. I will tell you. The Grand Trunk was very badly managed at the time. We could not make connections and could not run through freight punctually from Montreal. For the assistance of the Intercolonial it was necessary that we should have a long haul. The Canadian Pacific agents were more active in every part of New Brunswick, Nova Scotia and Prince Edward Island than the Grand Trunk, and they were diverting traffic around by the short haul, and you could not waken the other fellows up, and the Canadian Pacific agents were using their influence against us on the Intercolonial, and I thought the solution of the whole difficulty was to have our terminus in Montreal.

Q. At that time don't you remember that the normal condition of things on the Intercolonial was to be hours and hours behind time in reaching the maritime terminals with their passenger trains?—A. Yes.

Q. Was not that the fault of the Grand Trunk?—A. Not only the fault of the Grand Trunk but of their connections. The principal reason for the anxiety of the staff of the Intercolonial railway for a connection in Montreal was the bad connection with the Grand Trunk at Levis and the impossibility of urging them up to the effective management of their road between there and Montreal.

Q. In view of this difficulty you looked into the question of the extension of the road to Montreal?—A. I looked into the question of extending the road to Montreal.

Q. And by the different routes?—A. Yes.

Q. You had some information from Mr. Ives that the Drummond County people were willing to sell?—A. Mr. Ives perhaps heard that and suggested the purchase of this road.

Q. But no figures were suggested by Mr. Ives?—A. No.

Q. And you sent an engineer to make an estimate as to the cost of the road when completed?—A. Yes.

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Q. The estimate Mr. Schreiber gave you was not for the Nicolet branch which you did not want?—A. No.

Q. Tell me what you instructed Mr. Schreiber to do and what that estimate was?—A. I instructed him to find the cost of building a connection between Lévis and this road at Ste. Rosalie, and putting it into the same shape as the Intercolonial.

Q. What figures did he give you?—A. That statement there (Exhibit No. 1).

Q. That is exclusive of a branch to Nicolet?—A. Yes.

Q. In connection with that you say you also saw the Grand Trunk authorities at Montreal?—A. Yes.

Q. You got your engineer to find out the cost of the line from Ste. Rosalie down completed?—A. Yes.

Q. Did you get from the Grand Trunk authorities a statement of what it would cost to get into Montreal and have terminal facilities there?—A. No. It was first of all suggested that we might have the right of using the bridge and the terminal facilities and build a line paralleling the road from Ste. Rosalie to the bridge.

Q. Was there any statement as to what they would charge?—A. No, but in conversation with the president of the Grand Trunk I came to the conclusion, and he said, they would allow our traffic into the station on the usual mileage basis or charge to other roads.

Q. What would that amount to per year?—A. I do not know because I do not know the amount of traffic, but I can tell you this, that Mr. Schreiber estimated it would cost \$300,000 or \$400,000 to build the road. I understood I had an option for that part which is complete as stated for \$500,000, far less than his estimate and I enquired whether they had rolling stock on the Intercolonial to carry on traffic to Montreal, and I found that they had plenty; and I made a calculation that for \$1,400,000 we could have got the road extended in connection with the Grand Trunk.

Q. At this particular time, when Mr. Ryan was negotiating with you, you had had this option, not to yourself, but a copy of this option?—A. I had the option a month, perhaps months, before.

Q. And knew they were willing to sell out for \$500,000?—A. Yes, and I said that I knew they had given other options for less, for \$100,000 less, and were negotiating with the Grand Trunk and other companies, and I would have nothing more to do with them.

Q. And Mr. Ryan did not ask you more than this?—A. No.

*By the Chairman :*

Q. This is the estimate of Mr. Schreiber, including the Nicolet branch, amounting to \$1,535,500 (Exhibit No. 18); did you expect the Government to purchase a road which was valued at that by an officer of your department for \$500,000?—A. But that is the road completed; I am talking of the road uncompleted. It is the one as to which the option was given.

The Committee adjourned until Wednesday, 18th instant, at 10.30 a.m.

Mr. HAGGART.

HOUSE OF COMMONS,  
WEDNESDAY, 18th May, 1898.

INQUIRY into expenditure of subsidies granted to the Drummond County Railway and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Committee met at 10:30 o'clock a.m.

Mr. COLLINGWOOD SCHREIBER, Deputy Minister, Department of Railways and Canals, recalled, produced a copy of a telegram from D. Pottinger as follows:—

(EXHIBIT No. 41.)

MONCTON, N.B., 13th May, 1898.

C. SCHREIBER, Esq.,  
Ottawa.

No freight charge on material for Drummond County Railway construction or equipment entered into the earnings of Montreal extension for March as per statement sent you. It covered earnings from freight for the public only.

(Sgd.) D. POTTINGER.

MONCTON, N.B., 13th May, 1898.

C. SCHREIBER, Esq.,  
Ottawa.

Information respecting April traffic over Montreal extension cannot be given until the 2nd or 3rd June, after the April accounts have been made up. Material carried for the railway does not enter into earnings.

(Sgd.) D. POTTINGER.

*By Mr. Powell:*

Q. Taking the ordinary mason work for piers on bridges of the size of those on this line they are substantially of the same size, that is the piers, are they not?—  
A. I do not know that they are substantially the same size. It depends on the height from the ground.

Q. What is the difference?—A. We know that the walls would be higher.

Q. Did you make an estimate of the probable cost of this masonry?—A. I have never seen the road.

*By the Chairman:*

Q. You sent a man over the road before making that estimate?—A. Yes, Mr. MacLeod.

Q. And on his report you made an estimate?—A. Yes.

Mr. SCHREIBER.

## Drummond County Railway Inquiry.

*By Mr. Powell :*

Q. You never saw the road?—A. No.

The witness retired.

Mr. PHELPS JOHNSON, sworn, gave evidence as follows :—

*By Mr. Powell :*

Q. You are the secretary of the Dominion Bridge Company?—A. I am the manager.

Q. And your company built the iron work for the bridges on the Drummond County Railway?—A. So far as I know we furnished the superstructure of all the bridges on the road.

Q. And you have the original contracts?—A. Yes.

Q. From that have you prepared the list I hold in my hand?—A. Yes, and I have checked it by the books in our office.

Q. And these prices have been actually paid?—A. Yes.

(EXHIBIT No. 42.)

### BRIDGE SUPERSTRUCTURES built by Dominion Bridge Company (Limited) for Drummond County Railway.

Contract No.	Date Charged.	Location.	Contract Price.
			\$    cts.
138-139	April, 1887	St. Francis River	17,500 00
364	May, 1889	S.W. Branch Nicolet River	8,860 00
406-409	April, 1893	N.W. Branch Nicolet River	33,720 00
477	Aug., 1890	Rivière des Saults	700 00
494	Sept., 1890	Black River	1,875 00
509	Nov., 1890	28-foot span, location unknown	365 00
707-708	July, 1893	26-foot and 30-foot spans, location unknown	672 00
760	Dec., 1893	33-foot span, location unknown	410 00
1053	Feb., 1897	Maddington Falls	15,000 00
1083	Oct., 1897	5 20-foot spans, names unknown	1,000 00
1084	" 1897	Bras d'Enond Rivière	490 00
1085	" 1897	Vicotent River	850 00
1086	" 1897	Dechene River	1,025 00
1087	" 1897	Duchene River	1,870 00
1088	" 1897	Henri River	4,100 00
Total bridge superstructure contracts			88,437 00

NOTE.—Flooring timber for all of above except C. 1053 furnished by railway company, value say \$7,000. C. 509, 707, 708 and 760 erected by railway company, cost probably \$250. Two turntables furnished the Drummond County Railway Company, prices \$1,400 and \$1,350.

(Signed)                      DOMINION BRIDGE COMPANY (Limited),

PHELPS JOHNSON, *Manager.*

LACHINE LOCKS, P.Q., 17th May, 1898.

*By the Chairman :*

Q. Are the amounts mentioned in the notes at the foot included?—A. No.

Q. In the addition is flooring timber for all of the above included, or is this only the steel superstructure?—A. Our contract for all those, except one, required us to

Mr. JOHNSON.

complete the superstructure, but the timber was to be furnished by the road without charge. That was my estimate of the cost of the superstructure altogether.

Q. Your contracts aggregated \$88,437.00?—A. For the bridgework, yes.

Q. For the steel superstructure?—A. Yes, of the bridges.

Q. Of course that does not include the foundation piers necessary to put the superstructure on?—A. It includes none of the substructure.

Q. In addition to what you charged for there would be the flooring you estimate here at \$7,250, and two turntables \$1,400 and \$1,350?—A. Yes, we furnished two turntables to the road at those prices.

Q. So \$10,000 is to be added to your charge for the superstructure?—A. Yes.

*By Mr. Powell:*

Q. This schedule (Exhibit No. 43) is one showing the lengths of the spans in the different bridges mentioned in the memo. you put in?—A. It does, with the exception of nine short spans which are mentioned there as location unknown.

(EXHIBIT No. 43.)

St. Francis River Bridge—2 spans 150 feet each, 1 of 100 feet.

South-west Branch Nicolet River—1 span 164 feet 3 inches.

North-west do —3 spans 110 feet, 1 of 160 feet, 11 of 30 feet.

Rivière des Saults—1 span 33 feet.

Black River—1 span 59 feet.

Maddington Falls—1 span 103 feet, 1 of 102 feet 4 inches, 1 of 100 feet 8 inches, 1 of 98 feet 4 inches.

Bras d'Emond River—1 span 33 feet.

Vicotent River—1 span 45 feet.

Dechene River—1 span 50 feet.

Duchene River—1 span 75 feet.

Henri River—1 span 105 feet.

Q. The heavy bridge appears to have been the north-west branch of the Nicolet River?—A. Yes, that was the largest contract.

Q. Will you just describe that to us?—A. The bridge is at St. Leonard where the grade, of the railway is, I should say from memory, 80 or 85 feet above the water, with low banks on each side. Above the water are three spans of 110 feet each, which are immediately supported on steel towers, perhaps 60 feet in height, and these in turn rest on piers 20 or 25 feet in height. On each end of these 300 feet spans are a number of shorter ones over the dry land supported on steel towers varying from 15 to 60 feet in height, and these in turn rest on masonry pedestals on the bank.

Q. Then there are no stone piers coming up to the level of the bridge?—A. No, there are simply pedestals on which steel towers rest and two piers in the river. I do not remember whether the masonry at the edges of the river are in the form of piers or pedestals.

Q. This was part of your contract?—A. Yes, they are covered in the contract.

Q. As a general thing bridges of this character run between what limits, we will say, as to price?—A. To-day they will be \$20 to \$50 per lineal foot. At the time of building they were worth nearly twice what they are now.

Q. The prices you have given, except those built in 1897, are a good deal higher than now?—Oh, yes.

Q. About what are they in excess of what they would be now?—A. At least 70 per cent higher, taking the earlier bridges from 1887 to 1892.

Q. Would that include the bridges of 1893 supplied under the contract of 1892?—A. Yes, it would take in 1893 at about the same price.

Q. There was not much in 1893?—A. Practically nothing.

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## Drummond County Railway Inquiry.

Q. Then from the first bridge down to the last in 1893 they would be supplied to-day at what percentage of these prices?—A. Oh, 40 or 50 per cent, so far as the metal work goes. It would be a proportion of about three and two-thirds to four and three-quarter cents a pound.

Q. But give us your idea of the work as constructed?—A. That is as constructed. It would be as three and two-thirds is to four and three-quarter cents per pound when finished.

Q. We will see what that comes to. That is you would take roughly about one-fifth or 20 per cent off the price when finished?—A. Yes.

Q. From those prices then on the bridges open by 1893 inclusive you would take 20 per cent off the prices mentioned in the memorandum that we have had produced here?—A. Yes.

Q. Then a word or two on Exhibit No. 42. The dates under the title "date charged" would mean the dates at which the bridges were completed and handed over to the railway?—A. It would, except that the bridges that are charged on 30th April or 1st May, might have been charged in advance of their actual completion. Our financial year ends on the 1st of May and if the work has been shipped and has been erected we often make an allowance for the completion of it, charge it to the bridge and figure it on the business of the expired year.

Q. But these would be approximately the dates?—A. Yes.

Q. Another question; all those charged up between February, 1897 inclusive, and October, 1897 inclusive, would be on the new piece of line between Moose Park and Chaudière Junction?—A. They are on the new line.

Q. That would be those mentioned as Maddington Falls, Bras d'Emond Rivière, Vicontent River, Dechene River, Duchene River and Henri River, together with five small spans built over waters that were unknown to you. These were all in the year 1897?—A. Yes, these were all in the year 1897.

Q. And all on the portion of the road between Moose Park and Chaudière Junction?—A. Yes.

Q. Where is this Black River. Are you familiar with the country there?—A. Not enough to tell you that.

Q. You know where the Rivière des Saults is?—A. I do not know that. I visited all the larger bridges on the older portion of the line but I do not know about these smaller ones.

Q. Exhibit No. 43 gives us particulars as respects a number of spans and the length of the spans which are not given in Exhibit No. 42?—A. Yes, with the exception of those not given there.

*By the Chairman :*

Q. Some of the spans are given in Exhibit No. 42?—A. Only those of which I did not give the locations. If I knew the name I put it down.

Q. Exhibit No. 43 fills it up?—A. It fills it up.

Q. Have you any idea as to the cost of the stone work in these large piers?—A. No, I never knew that and I could not give you an intelligent estimate without looking it over.

Q. It would be expensive work on that large bridge you would say?—A. Yes, quite expensive.

Witness discharged.

The Committee then adjourned until Friday 20th instant at 10.30 o'clock, A.M.

HOUSE OF COMMONS,  
FRIDAY, 20th May, 1898.

Inquiry into expenditure of subsidies granted in aid of the Drummond County Railway, and into the negotiations and transactions in relation to the acquiring of the said railway by the Government of Canada, resumed.

The Committee met at 10.30 o'clock a.m.

Mr. Wainwright's name being called, the Clerk submitted a letter received from him this morning stating that he was unable to be present, after which—

The Chairman spoke as follows: "I wish to say that I have caused to be brought before the Committee every person who might throw any light on the transaction, and before we close the evidence I would ask members of the Committee who are here to say whether there is any further evidence which they desire to have brought before the Committee. Of course you are aware that in the press and in the House it was charged that the Government collectively as well as certain individual members of the Government were guilty of corruption in connection with the purchase of this road. So far as I have been able to see, no evidence of corruption has been adduced, and if my friends on the opposite side of the Committee, the Conservative members of the Committee, have any evidence at all showing corruption I ask them now to give the names of these witnesses, and we will have them brought here and examined. If, as Mr. Haggart says, it is a mere matter of policy with which he agrees, the policy of bringing the road into Montreal then the only difference is as to the price paid and of course the question of corruption does not arise at all.

Mr. *Haggart*.—That was my point of view. We never made any charges of corruption.

The *Chairman*.—I suppose you read what was said in the press.

Mr. *Powell*.—Candidly, I never heard anything in the House about corruption.

Mr. *Haggart*.—Sir Louis Davies made a statement in a speech in Toronto that there would be an inquiry into the circumstances of the Drummond County Railway and I think he said that it would be found after investigation that some of his opponents would be up to the neck in the mire.

The *Chairman*.—Certainly the press of the country charged the Government with corruption.

Mr. *Haggart*.—We are not inquiring into newspaper statements; we are confined by the order of the House to the inquiry referred to us.

The *Chairman*.—Then, that closes the evidence and we will adjourn till Wednesday next the 25th instant, to consider our draft report.



# Public Accounts Committee.

## APPENDIX No. 2.

COMMITTEE ROOM, HOUSE OF COMMONS,  
WEDNESDAY, 18th May, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Fourth Report :—

Your Committee have had under consideration the accounts and vouchers in connection with payments to certain commissioners of investigation employed by the Department of Railways and Canals and the Department of Marine and Fisheries, set forth on pages K-52, 122, 134 and R-136, 166 and 279, of the Report of the Auditor General for the year ended 30th June, 1897; and in connection therewith have examined witnesses under oath, and for the information of the House report herewith the evidence given by such witnesses and the exhibits filed during the said examination; and your Committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

JAS. McMULLEN,  
*Chairman.*



# Public Accounts Committee.

## EVIDENCE

### COMMISSIONERS OF INVESTIGATION, DEPARTMENTS OF RAILWAYS AND MARINE.

HOUSE OF COMMONS,  
TUESDAY, 26th April, 1898.

The Public Accounts Committee met, Mr. McMullen in the chair.

Mr. LEONARD SHANNON, Accountant in the Department of Railways and Canals, being duly sworn, testified as follows:—

*By Mr. Foster :*

Q. Here are a number of accounts, not very voluminous, however : William Wilson, for investigations carried out under his commission under the authority of the Department of Railways and Canals into the conduct of offensive partizans, and the like of that. Are you the person who has certified to this account?—A. No, sir ; I am not. That would be dealt with by Mr. Pottinger, and paid by him at Moncton in connection with the Intercolonial Railway.

Q. Who is the deputy head of the department?—A. Mr. Schreiber.

Q. Is he here to-day?—A. He is in the Railway Committee.

Q. Then he will probably be the proper person?—A. He will know about the matter better than I would.

The committee adjourned.

HOUSE OF COMMONS, 10th May, 1898.

The Committee on Public Accounts met this morning, Mr. McMullen, chairman, presiding.

### COMMISSIONERS' EXPENSES.

Mr. A. W. OWEN, being sworn, testified as follows:—

*By Mr. Foster :*

Q. What is your position in the Marine and Fisheries Department?—A. I am accountant, sir.

Q. What had you to do with the accounts presented by those commissioners, Mr. Palmer, Mr. McAlpine, and so on?—A. I had to examine them.

Q. You examined them?—A. Yes.

Q. The accounts were sent into the department and came first into your hands?—A. Yes, sir.

Q. What was your duty in reference to them?—A. I saw what the authority was for the expenditure, and, after I ascertained that, I had the accounts paid.

Q. You received an account from Mr. E. H. McAlpine?—A. Yes.

Q. Is that the account (Exhibit No. 1)?—A. That is a copy of it. The original went to the Auditor General.

Q. Then this is a copy of the original account?—A. Yes, sir.

Q. Were there any other details given than what are found simply in this account?—A. There were no other details, with the exception of the affidavit attached. There were no details, and I refused to pay it until I got the details.

Q. What was the reason you did not get the details?—A. Mr. McAlpine said that when he started out upon his work he did not understand that the Auditor General required him to make a detailed statement of his accounts, and he did not keep an account. I refused to pay the account. I went over to see the Auditor General about it. Then an Order in Council was passed to allow Mr. McAlpine \$3.50 a day for his travelling and incidental expenses.

Q. After you had refused to pay the account?—A. Yes, sir.

Q. Was there any Order in Council for Mr. McAlpine's daily pay?—A. Yes, sir, \$10 a day.

Q. Had that been passed previously to the rendering of the account?—A. Yes, sir.

Q. It is usual, is it not, when these accounts are given in to have a detailed statement sent?—A. Always.

Q. What certification is necessary when the accounts come in?—A. A certificate of the expenditure incurred on government business.

Q. By whom must that certificate be given?—A. By the party who did the travelling on government business.

Q. The details are handed in with this certification along with the account?—A. There was no certificate with this account until this affidavit was sent which we did not acknowledge at all.

Q. How came you to pay it at last?—A. We got authority from the Minister through an Order in Council and we paid it. Half of that account you must remember was paid by the Customs Department.

Q. However, it was paid by the government and this is the sole certificate?—A. Yes, except for the Order in Council.

Q. Do you know anything about the work of Mr. McAlpine?—A. No, it did not come within my notice at all.

Q. Do you know from your examination of other accounts whether details were given?—A. Yes.

Q. You have details in other accounts?

Sir CHARLES HIBBERT TUPPER.—Mr. Foster means the accounts of other commissioners.

The WITNESS.—Yes.

*By Mr. Foster :*

Q. When was Mr. McAlpine appointed?—A. On the 27th November, 1896, I think, an Order in Council was passed appointing him as commissioner.

Q. What is the date of the Order in Council allowing him a lump sum for expenses per day?—A. That was passed in the last of December I think, if I mistake not.

Q. It was after the account was sent in?—A. Yes, the Minister sent a report to Council authorizing him to pay it and they got an Order in Council.

Q. This is the item:—"Expenses \$437.90"?—A. It does not exactly amount to \$3.50 a day: it is a little under that.

Q. No, it is two dollars less. Did you understand that that was to pay for witness fees, counsel fees and everything?—A. Yes, all expenses connected with his investigation.

Q. In the case of the other commissioners appointed, as Mr. McAlpine was for like purposes, did you receive detailed accounts?—A. Yes, Mr. Douglas sent in all the details

## Public Accounts Committee.

of his account and Mr. Sheppard also. Mr. Palmer I think sent in a detailed account but we allowed him \$3 a day for his expenses.

Q. He is an officer of the department?—A. No, sir.

Q. Was this the only account of a commissioner appointed by the Minister of Marine and Fisheries for which no details were sent in?—A. This was the only one.

Q. And all that you have is simply the affidavit of Mr. McAlpine that the moneys were expended on government business?—A. Yes.

Q. Did you examine this account of Mr. Palmer?—A. Yes.

*By Mr. Powell :*

Q. Do you know if an investigation was held in the case of Charles Harper of Westmoreland county?—A. I had nothing to do with the investigations.

Q. Was any account put in for that service?—A. I had no account for that ; there are no details in the account at all.

*By Mr. Foster :*

Q. Have you a copy of the Order in Council?—A. I can give you a copy of the Order in Council.

Q. You have one order there, have you not?—A. Oh, no, I have just got the date.

*By Sir Charles Hibbert Tupper :*

Q. What is the order for?—A. So much for travelling expenses and so much for incidental expenses.

Q. That was the authority for paying the account?—A. Yes.

*By Mr. Foster :*

Q. Did you get an account for the days he sat or was employed?—A. He was employed between 27th December, 1896, and 30th June, 1897.

Q. Where did you get that information?—A. I got it in the department.

Q. From what?—A. From the reports he sent in, from the investigations he held.

Q. Where are those?—A. They are in the office. I think by an Order of the House that they have been sent to the House.

Q. Do you mean that he was sitting every day between these dates?—A. Oh, no, 127 days sitting.

Q. But is that shown?—A. There are no details.

Q. Have you the details of the 127 days?—A. He did not give the dates.

Q. How was it made up, the \$3.50 a day?—A. By affidavit that he was that time employed.

Q. Without the dates?—A. Without the dates.

Q. Is this the affidavit: "That I am a commissioner to investigate charges of partisanship preferred against government officials in the province of New Brunswick ; that in the investigation into charges against officials of the Marine Department and the Customs Department my expenses amounted altogether to \$437.90"—is that the affidavit you refer to?—A. Yes.

Q. That says nothing about the number of days?—A. No.

Q. Where did you get the number of days?—A. There must be a certificate on the account sent to the Auditor General.

Q. Whose certificate?—A. Mr. McAlpine's.

*By Sir Charles Hibbert Tupper :*

Q. You have nothing in the department to show what days he was employed on government business?—A. Only Mr. McAlpine's reports sent in.

Q. Have you verified those to see whether there were 127 days?—A. No.

Q. Has any one done it?—A. No, I do not think so. They took the affidavit of Mr. McAlpine that he was employed 127 days.

Q. Can you send for that Order in Council?—A. I will go and get it myself for you.

Q. You might as well bring over any statements referring to the accounts. You refer to records in your evidence. Bring the papers you examined in order to pass that account?—A. There was an Order of the House I think for the papers, and they came over.

## (MR. PALMER'S ACCOUNT.)

*By Mr. Foster :*

Q. Did you examine the accounts of H. P. Palmer?—A. Yes.

Q. Is that the account?—A. Yes, I think that is a copy of it.

Q. In that account I observe the details are given with the dates for days' work, fees of witnesses, constables, etc.?—A. Yes.

Q. Did you find any fault with that account, as to the manner in which it was drawn up?—A. I thought it was a very good account.

Q. And that is the system in which accounts are presented to your department?—A. These accounts are new.

Q. But so far as details are concerned?—A. Oh, I think so.

Q. How much was Mr. Palmer paid per day?—A. Ten dollars.

Q. I see that he charges \$13?—A. Three dollars are for travelling and for incidental expenses.

Q. How was this paid: what was your authority?—A. I asked authority for it and the report went to Council to have it verified. A report signed by the Minister went to Council authorizing the \$3.

Q. Was the \$10 payment authorized by Order in Council?—A. Yes, sir.

Q. That was the regular daily pay?—A. Yes.

Q. And the \$3 was for travelling expenses?—A. Yes.

Q. You have not received the Order in Council?—A. No.

Q. The report has gone?—A. Yes.

## (MR. SHEPPARD'S ACCOUNT.)

Q. You examined also this account from Mr. Sheppard; is it made out in regular itemized form?—A. I think so. He gives all the witness fees.

Q. And constable fees?—A. And constable fees.

Q. What was Mr. Sheppard paid?—A. He was a salaried officer of the department.

Q. Did he receive any pay outside of the department?—A. No.

Q. Mr. Sheppard received nothing additional except travelling expenses and fees of constables and witnesses?—A. That is all.

## (MR. McALPINE'S ACCOUNT.)

Q. Will you look up and see if there are other papers in connection with Mr. McAlpine's case?—A. I will.

Q. We want the Order in Council on which you paid this and any other papers there are?—A. Yes, sir.

The AUDITOR GENERAL.—The Committee should understand, so far as this account of Mr. McAlpine's is concerned, a large account was sent over merely for voucher for \$38.50, in addition to the \$500 advanced from the Marine Department, and the account itself has not been examined at all by the audit office, because it applies to this year. Of course, the same points that struck the members of the Committee we would naturally ask. If a man charges a number of days we would inquire into that.

## Public Accounts Committee.

Mr. COLLINGWOOD SCHREIBER being sworn, testified as follows :—

*By Mr. Foster :*

Q. You are Deputy Minister of Railways and Canals, Mr. Schreiber?—A. Yes, sir.

Q. Do you know anything of this account of Mr. William Wilson (Exhibit No. 2)?

—A. Yes, I have seen it, I think. Yes.

Q. That is a bill rendered by Mr. William Wilson for an investigation which he is said to have conducted in connection with the Department of Railways and Canals. I find a cheque here for \$726.05, issued by whom?—A. By the department, signed by D. Pottinger and George Williams.

Q. It is issued at Moncton, New Brunswick?—A. Yes.

Q. By whom was the bill approved?—A. By the Minister.

Q. For payment?—A. Yes, at \$726.

Q. The bill is as follows :—

Dominion Government to Wm. Wilson, Dr.

May 7, 1897—To 36 days' inquiry under commission to examine into and report upon cases of partisanship against officials of the Intercolonial Railway at Moncton, at \$20 per day . . . . .		\$ 720 00
Expenses at hotel, Moncton . . . . .		55 05
Railway fare to and from St. John, 6 trips at \$3 . . . . .		18 00
One fare to Moncton and return . . . . .		4 00
Coaching . . . . .		3 50
Hotel expenses in St. John . . . . .		5 50
Drawing two reports, \$50 each . . . . .		100 00
		\$ 906 05

Was that bill paid—the whole amount?—A. No, \$726 was paid; I think it was \$726. \$720 and something was paid.

Q. What was taken off?—A. I do not know. The Minister took it off.

Q. The Minister took it off?—A. Yes.

Q. I notice pencil on it “\$5 per day off, A. G. B.,” what does that mean?—A. As the charge was \$20 a day and he took off \$5, that would make him to be paid at \$15.

Q. Under what authority was that paid?—A. There was an Order in Council appointing a commissioner at a sum not exceeding \$25 a day and expenses.

Q. That Order in Council was a general order such as you describe. Have you it?—A. I have not it here, I got no notice to be here until just now.

Q. You know of it?—A. Yes, I have it in my room.

Q. Did you have any itemized bill of account such as to show where these 36 days were spent?—A. No, that is the only account. That is the only account for that service.

Q. There was no bill of items?—A. No.

Q. Did you have any way of finding whether or not he had spent 36 days?—A. I had not, for I knew nothing about it.

Q. Did any one?—A. I presume Mr. Pottinger did. If he did I suppose his certificate would be attached.

Q. But it is not here. The only thing is a certificate in your writing and “A.G.B.”?—A. The “A. G. B.” was put on before I certified.

Q. Do you certify in blank that way?—A. If he puts his initials on, it indicates that the account should be paid.

Q. I find here a bill for hotel expenses at Moncton, \$55.05. Had you any voucher for this?—A. Nothing but what is down.

Q. There is a charge *re* fare from St. John, 6 trips \$18; was there any voucher for that?—A. No.

Q. Do you know of your own personal knowledge whether he had a pass or not?—  
A. I do not know; I did not issue one.

Q. You would issue one if any were issued?—A. Mr. Pottinger might, but I do not think he did. I issued none. He had to pay a fare no doubt.

Q. Will you find out for the committee whether he had a pass or not?—A. I will.

Q. There is a fare to Moncton and return, \$4. Will that come under the same category?—A. I presume so.

Q. There is an item for coaching, \$3.50. Any voucher for that?—A. No.

Q. Hotel expenses at St. John, \$5.50, any voucher?—A. No.

Q. Then after all his work is completed, he puts in a bill at \$50 each for two reports, \$100 in all, that is making his return to the department, and the whole of it must have been paid on the signature of A.G.B. You have not that Order in Council with you?—  
A. No.

Q. Would you consider an Order in Council authorizing his appointment would be sufficient for the department as to rate of pay?—A. The rate of pay is mentioned not to exceed \$25 and expenses.

Q. Would you think that sufficient if a Minister fixed it within that maximum?—A. Certainly.

Q. Have you an Order in Council fixing the exact rate of pay?—A. No.

Q. This account was audited here, I think?—A. Yes, in Mr. Blair's office.

*By Mr. Bergeron:*

Q. Do you remember against whom that investigation was carried on by Mr. Wilson?—A. No.

Q. Isn't that in the report?—A. I have not seen the report.

*By Mr. Foster:*

Q. What is the general rate of pay given to these commissioners? You would not call them high class commissioners?—A. Well, they are lawyers, some of them.

Q. Have you had any other commissioners appointed for a similar purpose in the Railways and Canals Department?—A. Oh, yes.

Q. Who for instance?—A. Mr. Bedard.

Q. Mr. Bedard?—A. I can give you all the names; I have them in my office.

Mr. J. LORNE McDUGALL, Auditor General, recalled.

*By Mr. Foster:*

Q. Have you passed the account we have been speaking about, Mr. Wilson's?—A. No. I think I mentioned at a former meeting that this was one of the vouchers not in. I had to notice that in my report because the account was not paid. This is paid from a credit given to Messrs. Pottinger and Williams under which the bulk of their payments are made.

Q. And payments are made before you know of them?—A. Yes, and I get the vouchers before my report is made out for Parliament, but in this particular case the vouchers were not in.



# Public Accounts Committee.

HOUSE OF COMMONS,  
11th May, 1898.

Committee met. Mr. McMullen in the chair.

## COMMISSIONERS' EXPENSES.

Mr. COLLINGWOOD SCHREIBER, recalled, testified as follows:—

*By Mr. Foster :*

Q. In connection with the Wilson bill, Mr. Schreiber— A. I wish to correct something I said the other day. I said no pass had been given to Mr. Wilson ; I find Mr. Wilson had a pass.

Q. Was it a trip pass?—A. No, periodical.

Q. How do you mean?—A. For certain dates between certain stations. Here is a statement.

Q. From this it appears that Mr. Wilson had pass No. 129, good between the 1st and 31st December, 1896, good between St. John and Amherst. Then in January, 1897, he had pass No. 40, good between St. John and Amherst. From the 16th February to the 16th May, 1897—that was a good long one—he had pass No. 57, good between the same stations?—A. That is correct.

*By Mr. Powell :*

Q. That would enable him to go as often as he liked between these stations?—A. Yes.

*By Mr. Foster :*

Q. Were these passes given to Mr. Wilson by yourself?—A. By my office here.

Q. This covers all the passes that had been given to Mr. Wilson?—A. Yes, I think so.

Q. Might I ask you in connection with the other commissioners doing work on the Intercolonial Railway whether passes were given to them in the same way?—A. Yes, I think so.

Q. Then it appears that when the item of account is given by Mr. Wilson, that is “Fare from St. John, six trips at \$3, \$18 ; fare to Moncton and return, \$4” making \$22 in all, that is for fares during that time ; these were covered by these passes?—A. I imagine so.

Q. That would be your certificate on Mr. Wilson's bill?—A. But the Minister's taxation.

Q. It appears that on the Minister's certificate Mr. Wilson was paid for his railway fares at the same time that he held a pass from your department covering the same ground?—A. I am not able to say that.

Q. Was he paid the amount here?—A. I am unable to say that. The Minister took off something, he may have taken that off. He took off \$180, I think.

Q. He takes off \$5 per day from his charge for services. What would be your opinion about that?—A. If it makes the \$180 it would make the amount.

Q. You might just take the account, Mr. Schreiber. Do you find there an account for what travelling expenses and between what points?—A. Yes, I find “travelling expenses \$18, six trips from St. John,” but I would not like to say that that was east of St. John.

Q. What is the date of that bill and where is it dated? Where is it put in?—A. It does not give the date, and it does not say where it is from. I am not sure, but I think Wilson lived in Fredericton. This may have been west of St. John.

Q. What are the items?—A. "Railway fare to and from St. John, six trips at \$3," then it says in another case, "one fare to Moncton and return \$4."

Q. That would be between what points?—A. That would be, I should judge, between St. John and Moncton, I presume that, but I really could not tell you.

Q. So that that is an item for which Wilson received pay?—A. For these two items that I have spoken of.

Q. And the second item, do you think it was covered by the pass?—A. It was not from St. John to Moncton, it may have been between St. John and Amherst.

Q. And the second says, "to Moncton"?—A. It says, "one fare to Moncton and return," but it does not say where from.

Q. What is the fare?—A. I cannot tell you.

Q. Do you find an item for Mr. Wilson's board bill?—A. I do.

Q. How much?—A. One, expenses at hotel, Moncton, \$55.05; another, hotel expenses at St. John, \$5.50.

Q. Was Mr. Wilson paid these accounts?—A. I presume so.

Q. Is these any voucher from the hotels that they had received the payment?—A. I have not seen any.

Q. You would not be able to say then that the hotelkeepers were paid?—A. I could not say that.

Q. If I were to say that he had not paid his bill at Moncton, but was sued in court and a judgment obtained could you deny it?—A. No.

Q. Could you affirm it?—A. No.

Q. But there was no voucher attached?—A. No, this is the only voucher, that one of Mr. Wilson's.

*By Mr. Powell :*

Q. I do not wish to ask you a question, but to save further investigation I might state that the fare from St. John to Moncton and return was \$3, and this was over another railway, over the Canadian Pacific Railway and would not be covered by this pass?—A. It is possible if this is from St. John to Moncton, and he might have paid that or he might not have had his pass with him. I always pay my fare if I have not my pass with me.

*By Mr. Foster :*

Q. You have had other commissioners appointed carrying on other investigations along the Intercolonial Railway?—A. We have.

Q. Was Harvey Atkinson one of these?—A. He was.

Q. Did you have anything to do with the passing of the account of Mr. Atkinson—A. I did not inasmuch as it went to the Department of Justice. It was taxed by the Justice Department.

Q. What do you say?—A. It was taxed by the Justice Department.

Q. You can look at the account?—A. There is a letter, that is all I can see.

Q. That letter reads, "I am directed to inclose to you herewith Mr. Harvey Atkinson's account for investigating certain charges against officials of the Intercolonial Railway taxed by the Department of Justice at \$208.66? Will you please have the cheque issued at once chargeable to the appropriation of 1896-97? I am also directed to draw your attention to the fact that the appropriation for 1896-97 lapses on Saturday the 31st, instant, after which no further payments can be made.

I am, sir, your obedient servant,

L. K. JONES,  
*Secretary.*

D. POTTINGER, Esq.,  
General Manager Government Railways,  
Moncton, N.B.

I cannot see what this name is?—A. It may be Powers of the Justice Department.

## Public Accounts Committee.

Q. Yes I guess it is, at any rate it is the Department of Justice somewhere. This then is your authority for the payment to Mr. Atkinson?—A. Yes.

Q. With reference to Mr. Atkinson's bill was it given in a lump sum or in detail?—A. I think in detail.

Q. You have seen his account?—A. I think so. I think this is it.

Q. With reference to that account do you know how much Atkinson was paid per day?—A. I do not remember, something under \$25.

Q. He seems to have charged \$15 and five of that was taxed off. At that rate his pay would be \$10 per day and expenses?—A. Yes, sir.

Q. I want you to look over these bills, and see if these bills are entered in itemized form or not?—A. There is nothing more than what is on this. There are no details attached. That is all there was.

Q. And it is an itemized statement of cost with the dates of the incurring of the costs?—A. Yes, apparently so.

Q. Just examine this account after that and say whether the same principle is carried through them all?—A. Well, the item "engrossing and making a report," the date is not given for that, I seem to have taxed off one-half, and on the others it seems to be itemized.

Q. Then after Mr. Atkinson's you will find an account from Mr. Bedard?—A. Yes.

Q. In what shape does Mr. Bedard's account appear, in a lump sum or itemized?—A. That seems to be itemized.

Q. What amount was paid to Mr. Bedard?—A. According to this there was \$463.72.

Q. What was the whole amount of his bill?—A. \$1,099.35. My recollection of that was that he would not accept that in full, and my impression is he was paid something more.

Q. That \$1,099.35, were they personal charges for personal services?—A. No, not altogether; no.

Q. What did he include besides personal services?—A. Well, I see he has charged "Mr. Benjamin Michaud, secretary and shorthand writer, \$220."

Q. Do you find any charges for travelling expenses?—A. I do not see any.

Q. I found his travelling expenses amounted to \$86.24, if I remember rightly?—A. Is it in one lump?

Q. No, I do not think so; just find any items if you can there for travelling expenses?—A. Here is one "*Re* Alex. Lebel, going to St. Pascal and holding investigations" no, that would not be it.

Q. No, just Mr. Bedard's?—A. I cannot find any travelling expenses, sir.

Q. Do you find any bill for travelling expenses?—A. I do not see it here.

Q. Mr. Bedard is a lawyer, is he not?—A. Yes.

Q. He seems to have conducted this investigation as a lawyer, charging for all letters?—A. Yes.

Q. We find here, "for writing a letter to the Minister," "writing Mr. Pouliot," "holding an investigation at Fraserville," "writing Mr. Schreiber, \$1.33;" "writing to Mr. Blair, \$1.33;" "studying the case, going over the evidence, analyzing evidence and drawing report, four days, \$100;" "letter to Mr. Blair and forwarding report to Ottawa, \$1.33," and so on, the whole amount being for personal expenses, \$1,099.35, from which there was deducted \$635.63, as shown by this, leaving \$463.72?—A. That is so.

Q. Now, when you come to the other accounts, here is "*re* L. P. Jean, going to St. Charles, disbursements, 95 cents," and so on. "Going to St. Pascal;" St. Pascal, is that on the Intercolonial Railway?—A. Yes.

Q. "A. Lebel, going to St. Pascal, travelling expenses, \$2.15;" "*re* Jean and Lebel, going to St. Charles, travelling expenses, \$1.75;" where does Lebel live?—A. Quebec, I think.

Q. "Travelling expenses of Arthur Legare, stenographer, \$2.50;" "holding investigation at Fraserville, four days, disbursements for himself and clerk, \$13.25." The total for travelling expenses of \$86.24; did Mr. Bedard have a pass on the Intercolonial?—A. I think he had.

Q. Any expense then he would charge for going over the Intercolonial Railway for fares would be covered by pass during these dates?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. But then the amount charged for fares covered by a pass is allowed?—A. I do not say these are covered by pass.

*By Mr. Foster :*

Q. I notice this endorsement on the account: "I certify that the within account, amounting to \$86.24, is correct." Signed by someone I cannot make out—Thomas Evans, I am informed—and approved by Mr. Pottinger?—A. Yes.

Q. In looking over that account, does it strike you that these expenses were incurred, in part at least, over the Intercolonial Railway?—A. If these are for fares, they are covered by the pass.

*By Mr. Powell :*

Q. They might be hotel expenses?—A. They might be, of course.

Q. Then I find an account of \$423 and odd for witness fees.—A. For what?

Q. Witness fees. Here is an item then :

Two days' assistance as solicitor for Mr. A. R. McDonald and advice at the inquiry held by Commissioner J. E. Bedard at Fraserville, the 23rd and 24th February, 1897, at \$20 per day.....	\$40 00
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—A. That is a charge by Mr. L. B. Dionne.

Q. Mr. Dionne is not a commissioner is he?—A. I do not think so. No; I think not. He was with Mr. Bedard.

Q. Mr. Dionne then was a solicitor who was engaged as stated here on behalf of Mr. A. R. McDonald, this is for payment of that account. Who was Mr. A. R. McDonald?—A. He was the superintendent.

Q. How does he come to be mixed up here? Was there a charge against him?—A. Yes, it was investigated.

Q. Here is another account, Charles Langelier, which reads :

Six days' assistance as solicitor for Mr. A. R. McDonald and advice at the inquiry held by Commissioner J. E. Bedard at Fraserville, Lévis and Quebec, at \$20 a day.....	\$ 120 00
Copy of the evidence.....	55 20

\$ 172 20

Does that appear to have been paid?—A. Yes.

Q. And Mr. Charles Langelier was solicitor for Mr. McDonald?—A. My impression is that he was acting for him.

Q. Has it been usual in these investigations to employ solicitors for the accused?—A. Well I really cannot tell you anything about it. I have nothing to do with the investigations.

Q. Some one must have to do with them?—A. I suppose it is the commissioners. I think a solicitor has been employed in some cases

Q. Do you know of any other cases where solicitors have been employed except these two?—A. I remember none.

Q. But here are two items, one for \$172 and one of \$40 which appear to have been paid to solicitors for Mr. A. R. McDonald?—A. They appear to have been paid.

Q. Do you know the result of the investigation in the case of Mr. A. R. McDonald?—A. I think I have heard that nothing was proved against him.

## Public Accounts Committee.

Q. Here is a bill from Mr. Ross who also appears to have been employed, and the total charge comes to \$1,016.79, of which \$239.50 have been taxed off by the Minister of Justice, and the remaining \$770.29 seems to have been paid. Does this bill appear in itemized form with dates attached?—A. No, only at the outset, January, 1897. It only gives the month.

Q. Only the different months of the different items and the charges for each?—A. Yes.

Q. All these went to the different departments and were taxed?—A. Yes.

Q. And were paid after taxation by the Justice department?—A. Yes.

Q. Now, here is a bill by Mr. Charles A. Lebel certified. I think by yourself isn't it?—A. Yes.

Q. Is that an itemized bill detailing the different services?—A. Yes.

Q. By whom certified?—A. Approved for payment by me.

Q. There is no other certificate except yours. That certificate for payment isn't it yours?—A. Yes.

Q. And the bill is in itemized form?—A. Yes.

Q. How much was Mr. Lebel paid per day? Does he appear to have received a daily amount?—A. \$10 per day.

Q. Is he a lawyer?—A. Yes.

Q. Here is another bill from Mr. Wilfrid Mercier. Will you look over this bill and see whether it is in itemized form and by whom taxed?—A. It is taxed by the Justice department.

Q. And is in itemized form.—A. In itemized form.

Q. Has the bill been paid?—Yes, I think so; it must have been paid.

Q. How much did Mr. Mercier receive by the day for his services?—A. He appears to have received \$10 per day. \$10 per day, that appears on the account.

Q. I find in Mr. Mercier's account that three days were charged for in the Daoust investigation, in which a bill is put in for the same time for the Crevier investigation; was that allowed?—A. No; it seems to have been taxed off.

Q. That is, charged for in one investigation and taxed off in the other?—A. Yes.

Q. Here is an account from H. James Palmer; will you look over that and say whether it is itemized and certified to?—A. It is itemized and taxed by the Justice Department.

Q. And how much did Mr. Palmer receive per day; he charged \$13, I think you will see here?—A. Yes, \$13.

Q. And was he paid \$13?—A. No, he was paid \$10 per day.

Q. He put in an itemized account which was taxed by the Justice Department and thereon was paid?—A. Yes.

*By Mr. Taylor :*

Q. What was the total amount?—A. \$178.64.

*By Mr. Foster :*

Q. Now, Mr. Schreiber, from what we have gone over, what was the general rule in these commission expenses; has it been the general rule or not that they have put in itemized accounts and these taken over by the Justice Department or the proper officer and paid on that bill of taxation?—A. Yes. The majority of them have been taxed by the Justice Department, some by me—one by me, I think, and one by the Minister.

Q. And an itemized bill was put in?—A. Yes.

Q. And paid on that taxation?—A. Yes.

Q. Why was not the same rule followed in the case of Mr. Wilson?—A. Well, I do not know; that is the one the Minister taxed.

Q. It is the one the Minister approved. Then this forms the single exception in these commissioners' accounts, so far as we have gone over them?—A. I think that is the only one.

Q. In the case of Mr. Wilson, instead of being an itemized account from day to day it is put in in a lump sum for services, a lump sum for hotel expenses?—A. Not exactly in a lump sum; so many days at so much, amounting to such a sum, and then for hotel expenses so many days at so much.

Q. But no word of the number of days, no taxation by any officer of the department, and no taxation by the Justice Department, but paid on the approval of the Minister?—A. Yes.

Q. And what did Mr. Wilson receive per day?—A. \$15 per day.

Q. In the case of these other gentlemen, they received how much?—A. Some received \$10. Mr. Bedard, I think, received \$10, but refused to take it in full.

Q. And is his claim still under consideration?—A. It is settled, I think, and he gets \$20 per day.

Q. Are you certain of that?—A. I think so.

Q. Then at a recent date, 28th April, 1898, Mr. Bedard was allowed \$20 per day?—A. Yes.

Q. Is that by Order in Council?—A. No, I think the maximum was \$25 by Order in Council.

Q. It was substantially that as you gave it in your evidence before?—A. Yes. I might read the Order in Council.

Q. I have them here and will read them. This Order in Council is dated 19th November, 1896. "On a memorandum dated 18th November, 1896, from the Minister of Railways and Canals, representing that charges of active partizanship in the last general elections for the Dominion Parliament have been preferred against many officials and persons in the employ of the government upon the canals of the Dominion, and statutory declarations have in many cases been received by the Minister of Railways and Canals affirming and supporting such charges. The Minister, deeming it expedient that one or more commissioners, in his discretion, should be appointed under chapter 115 of the Revised Statutes of Canada, to investigate and report on such charges so far as the same relates to their conduct in office, recommends that he be authorized as Minister of Railways and Canals to appoint one or more persons commissioners under the said Act, with all the powers and authorities by the said Act conferred, to investigate and report upon all such charges which have been or may be preferred against persons employed on the various canals in the Dominion, one commissioner or more than one to be assigned to any one or more of the divisions of the canals of the Dominion to hold such investigation, and each of such commissioners to be paid, in addition to his necessary travelling expenses, such *per diem* allowance for each day in which he shall be employed a sum not exceeding twenty-five dollars per day"; that is as to canals?—A. Yes.

Q. And this is as to railways, dated 1st March, 1897: "On a report dated February 23, 1897, from the Minister of Railways and Canals stating that charges had been submitted to him of general misconduct, malappropriation of the property of the Intercolonial Railway, wasteful destruction and waste of supplies, material and cars, and other articles of value belonging to the Intercolonial Railway at Moncton, and in connection with the works there, on the part of the employees generally, or of many of the employees in the railway service. The names of the persons alleged to have committed these offences have not been furnished, the parties declining to so furnish them but alleging that in the event of an investigation being held under oath the above alleged facts will be disclosed. The minister considers, as the matters referred to are connected with the good government of Canada that it would be in the public interest that a full and careful investigation should be made into the conduct of the employees in the service and at the workshops within the yards of Moncton aforesaid. The Minister therefore recommends that a commissioner be appointed under Chapter 114 of the Revised Statutes of Canada to hold such inquiries and investigation and report thereupon, and that William Wilson, of Fredericton, in the county of York, province of New Brunswick, barrister-at-law, be such commissioner, and that he be empowered to exercise all the authorities conferred or which may be conferred upon a commissioner under the authority of the said Chapter 114." Nothing is said there as to salary?—A. No.

## Public Accounts Committee.

Q. Then there is an Order in Council of 10th December, 1896; is this a general order?—A. No, this is Mr. Atkinson's.

Q. Yes, so it is. "The Minister accordingly recommends that he be authorized as Minister of Railways and Canals to appoint Mr. Harvey Atkinson, barrister-at-law, of Moncton, in the province of New Brunswick, a commissioner under the said Chapter 115 of the Revised Statutes, with all the powers and authorities by the said Act conferred, to investigate and report on the conduct of the several persons in the service of the government railways within the division between Campbellton and Moncton, in the province of New Brunswick, but not including Moncton, against whom such charges have been preferred, and further that such commissioner be paid, in addition to his necessary travelling expenses, a per diem allowance for each full day in which he shall be employed as such commissioner not exceeding twenty-five dollars a day." Was there one in the case of Mr. Wilson of similar import?—A. No.

Q. Then in Mr. Wilson's Order in Council nothing is said as to pay?—A. No.

Q. Nothing as to Mr. Wilson's pay is fixed by Order in Council?—A. No.

*By Sir Charles Hibbert Tupper :*

Q. Was there one for the rest? A. There must have been one; I have not it here.

*By Mr. Foster :*

Q. Did they get passes? A.—I do not know, I will look and see.

Q. I think you told me that you had no vouchers for the payment of Mr. Wilson's board bill in Moncton?—A. No, sir.

HON. ANDREW G. BLAIR, being sworn, testified as follows :—

I understand that some question has been raised with regard to Mr. Wilson's bill. This bill was before me and I examined it and I had some communication with Mr. Wilson, I have forgotten now whether verbal or written, but before directing that the account should be settled, I looked it over and quite satisfied myself as to the correctness of the account, subject to such reduction as I made here. In his account the charge was \$20 per day. I had discretion under the Order in Council to allow \$25 a day. I thought under the circumstances that \$15 per day would be sufficient and struck off \$5 per day. The expenses at the Hotel Moncton \$55, I thought reasonable and I am under the impression that Mr. Wilson gave me a statement of the board bill, but I do not see it here, and cannot find that it is in the department, but I was satisfied that the account was reasonable and allowed it on that account.

*By Mr. Foster :*

Q. Do you see any voucher for the payment?—A. No, I see no voucher for the payment.

Q. Do you know that the bill was ever paid?—A. I never inquired, though I cannot say it was in my mind even that the hotelkeeper would have any claim against the government.

Q. But did you allow a bill you didn't see in detail and did not know that it was receipted?—A. I do not think I did. I cannot recollect if I saw the bill or if it was receipted.

Q. Do you know he was sued and judgment rendered?—A. No, I do not.

Q. You would not either affirm or deny it?—A. No. I suppose you were not under the impression that that would affect the government. The question is asked solely for the purposes of reflecting upon Mr. Wilson and it is not fair.

*By Sir Charles Hibbert Tupper :*

Q. Do you think it is fair to say on oath that a question is asked with such a motive?—A. I think it is. The question is asked me as a sneer upon a gentleman who is not present, so it is fair for me to make such a statement.

Q. And you state positively under oath that the statement is made solely to reflect upon Mr. Wilson?—A. You may take it as you like but the object is perfectly clear.

The next item is railway fare to and from St. John. He was not allowed anything for railway fares from St. John to Moncton. He had to pay his fare there from Moncton to St. John and return, and \$3 is the usual ticket price.

*By Sir Charles Hibbert Tupper :*

Q. I would like to ask you if you would approve of your officers passing bills without vouchers?—A. I think it would be better that a Minister, if he has any doubt about the correctness of a bill, should ask for vouchers.

Q. What is your system of supervision in regard to the taxation of bills?—A. I had not had very much experience in the matter of taxing bills, that was one of the very earliest that came in.

Q. You think it is a loose system?—A. You can form your own views.

Q. You decline to say?—A. I do not think I would be under any obligation to say.

Q. I want to know whether you approve of that system?—A. I am not under examination as to systems, only as to facts.

Q. Only to say what you wish?—A. As to facts.

Q. That is your answer?—A. Yes.

Q. Did you tax any other bills for commissioners?—A. I will finish this one first. I procured no pass for Mr. Wilson from Moncton to St. John and return. Wilson paid one fare himself; I am not sure now speaking from memory whether it was before he got his pass or between some days when he had no pass, but he satisfied me he paid one fare from St. John to Moncton and return, which I allowed him.

*By Mr. Foster :*

Q. That is the \$4?—A. \$4. I was satisfied of that.

*By Mr. Bergeron :*

Q. About these vouchers? Do you not think it right that no account should be paid to employees, either engineers or superintendents or any one employed in the department without getting vouchers?—A. I think so, and if I had been asked I would have been satisfied he had a voucher.

*By Sir Charles Hibbert Tupper :*

Q. Did you tax any other bills for commissioners?—A. I do not remember.

Q. This is the only one?—A. No, I do not say that. I do not recollect at the moment. I think very likely I had a good deal to do in taxing them all. I gave my views to the Justice Department as to what I thought should be proper in the other cases as well as in this.

Q. Will you object to saying what views you gave to the Justice Department with regard to taxing these so far as you remember?—A. I do not think they were general. I think they were with regard to specific payments as they came up.

Q. Can you mention a sample of these?—A. I cannot give you particular instances or cases. I cannot name the particular cases in which they were given.

Q. Can you remember the instructions?—A. I was of the opinion that less amounts should be taxed in some cases than in others. I thought that \$10 would be sufficient, and in others I thought that \$15 should be paid. The standing of the commissioner or the importance of the case would have a good deal to do with it. In



## Public Accounts Committee.

J. E. Bedard's case I thought he was a prominent lawyer and could not be expected to give his services at the same price.

*By Mr. Foster :*

Q. How much did you allow Mr. Atkinson?—A. I cannot remember; I think \$10.

Q. It is \$10 per day in the papers. Would you consider Mr. Wilson to be worth more than Mr. Atkinson as a lawyer?—A. Yes; I will tell you why. Mr. Wilson is a man who has had a large practice and a good deal of experience in the courts. I think a larger experience in the courts than Mr. Atkinson. Mr. Wilson is a man who has a very good standing at the bar, very good, indeed.

Q. You think Mr. Wilson's standing as good at the bar?—A. I do.

Q. Do you think his practice is larger?—A. Well, I cannot tell you as to that, which realized the best financial returns.

Q. But you had some idea when you thought Mr. Wilson was worth \$15 per day?—A. Well, I thought Mr. Wilson, having more practice, more cases before the courts, was entitled to more.

Q. Is it the practice of ministers in departments to tax bills, or does that belong to special officers; what is the rule?—A. I do not know what the rule is.

Q. Has it been your practice to tax bills since you came into the department?—A. I never had any experience except as to this. The ordinary bills that come into the department are not submitted to me, nor even in exceptional cases, they come up before the officers in the department.

Q. But, as a matter of fact, this is the only bill of a commissioner that appears to be certified by you; do you recollect certifying others?—A. I recollect seeing others.

Q. Do you recollect certifying others?—A. I cannot recollect them. I do not wish to suggest there were not others, there may have been.

Q. There were no others. Still, you would not give an opinion. When you ask the Justice Department to tax an account, would you consider it part of your duty to give an opinion as to what they should tax?—A. As to other items?

Q. No, professional fees?—A. Only professional fees. It comes to my mind that Mr. Atkinson only asked \$15.

Q. In this case you approved items of hotel expenses, travelling, and preparation of two reports at \$50 each or \$100—that might be called professional, but the rest is clearly current expense, and you would not advise the Justice Department as to what should be taxed for this?—A. No, outside of professional expenses I would not.

Q. But you did certify, in fact, to the hotel bill?—A. I do not think I certified to it further than I approved of it as a whole. I took off \$5 and I indicated as to the rest I had no objection.

Q. In employing Mr. Wilson was the idea that Mr. Wilson should first have a professional fee and then have expenses? While you gave \$15 a day that left actual expenses; would you consider it right to pay Mr. Wilson for moneys which he did not disburse?—A. Not by any means. If under the head of disbursements there was a charge for disbursements which I did not consider right, I would certainly object to that.

Q. In certifying to the board bill had you any receipt from Mr. Wilson that the hotel had received this \$55.05?—A. I do not remember, but I do not know that I would say now, speaking from memory, there was a receipted bill, or any bill, but my impression was that there was.

Q. But there is none that you know of?—A. I would not go so far as to say that.

Q. You have made a statement, and I wish to make one now. My contention is that when you pay a man for professional services and for current expenses nothing should be paid to him which he has not paid out. You approve of that. Then why should this be paid when, as my information goes, Mr. Wilson was sued for this hotel bill, judgment was got against him, and so far as I know that judgment has not yet been satisfied?—A. Do you think yourself justified in making a statement of that kind?

Q. It was a matter of public notoriety.—A. Where did you get your information?

Q. From the newspapers.—A. I think you will want better evidence. I once saw in the paper a letter signed by "Onlooker" stating that Mr. Sifton and I were boodlers

in connection with the Yukon Railway. I do not think the person who made that statement had the slightest ground for the statement made in the newspaper.

*By Mr. Bergeron :*

Q. It struck me a moment ago in speaking about the different fees paid to lawyers that you are doing it on a scale according to the efficiency or practice or knowledge of the lawyer ; did I understand well?—A. Yes, I think they have been.

Q. By what we hear, Mr. Wilson got \$15 and Mr. Atkinson \$10?—A. I think you will find that if you have any experience that a lawyer will get more for trying a case.

Q. But you have acted on a different scale, they were not all paid the same?—A. No.

Q. Could you find out how much was paid to Mr. Wilfrid Mercier, a lawyer of Montreal, making investigations at Ste. Ann's Lock?—A. I could find out.

Mr. FOSTER.—He got \$10 a day.

*By Mr. Bergeron :*

Q. Now, as a matter of fact, Mr. Blair, do you look upon any lawyer at all who will accept a position like that as a good practical lawyer ; will a good lawyer leave his office to go as commissioner?—A. I think he would if he was asked by persons whose wishes he would like to meet. I do not know that any gentleman would like the business particularly. It is not a business any one would covet.

Q. I would like to see Mr. Mercier's bill?—A. Here is a communication from the Deputy Minister of Railways, forwarding to the Justice Department Mr. Mercier's bill.

Q. Do you think it right that any officer of your department having a pass should charge for a fare? Is it the custom to give the officers of the department the advantage of these passes?—A. I cannot say that I have considered the question, but I think that if a man has a pass he will use it, and I think it would be presumption that he would find it difficult to rebut. If he returned the pass unused, I would think it very extraordinary, but I do not think I would be justified in refusing to pay his bill.

*By Sir Charles Hibbert Tupper :*

Q. I am not referring to passes on the Canadian Pacific or Canada Atlantic but passes over your own system?—A. I think that would be a matter on which I am not prepared to give an off-hand opinion.

*By Mr. Bergeron :*

Q. I find in the account of Mr. Mercier here you have struck off \$82.20, at least I see it has been struck off?—A. I cannot give you any explanation about that, it was done in the Justice Department.

*By Mr. Powell :*

Q. Mr. Blair, will you please explain why it is that Mr. McDonald was allowed a counsel and the government paid \$20 a day in his case? They allowed a counsel and then the government paid, whereas they would not allow Mr. Archibald any counsel? A. The explanation comes to this. He had charges preferred against him and a very lengthy examination took place. It was likely to take a good deal of time, we knew. There were a great many witnesses and a good deal of feeling on both sides. A good many members seemed to be interested in the matter and it was felt by us all, for I conferred with the other members of council on the subject that it would be an extremely harsh thing if, under the circumstances, Mr. McDonald was obliged to pay his own counsel fees, especially when the case resulted as it did.

## Public Accounts Committee.

Q. That would be *ex post facto*?—A. Yes, there was no intimation to him in the first instance at all that he would be allowed counsel fees for his own counsel, or that they would be paid. The matter did not come up until after the investigation.

*By Mr. Foster :*

Q. Besides Mr. Dionne, Mr. Langelier was also for him was he not?—A. I do not think so.

Q. It appears in the account that \$172 was paid to him for six days?—A. I will have to look into that.

*By Mr. Powell :*

Q. Mr. McDonald was superintendent was he not?—A. He was superintendent in the first instance. He was suspended at the time of this investigation.

Q. Is he reinstated now?—A. He is not yet reinstated.

Q. Is his salary going on?—A. No it is not. At least that is not my instructions.

*By Mr. Bergeron :*

Q. These marks here on the side, this is not from your department is it?—A. No, I do not think that is in my writing. These figures do not look like mine and I have no recollection of making them. They will probably be from the Justice Department.

Q. They would be from Mr. Newcombe?—A. Very likely.

Q. They are not from you?—A. No, I think not.

### EXHIBIT No. 1.

#### CANADA.

#### DEPARTMENT OF MARINE AND FISHERIES AND CUSTOMS,

To E. H. McALPINE, Commissioner.

To 127 days investigating charges of partizanship at		
\$10.00 .....	\$	1,270 00
To expenses .....		437 90
		\$1,707 90
Cr.—By cash on account.....		1,000 00
		\$707 90

St. JOHN, N.B., 26th July, 1897.

I, Edwin H. McAlpine, of the City and County of St. John, and Province of New Brunswick, do solemnly declare as follows:—

That I am Commissioner to investigate charges of partizanship preferred against government officials in the province of New Brunswick.

That in the investigation of charges against officials in the Marine and Fisheries and Customs Departments my expenses amounted altogether to four hundred and thirty seven dollars and ninety cents (\$437.90).

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act respecting Voluntary and Extra-Judicial Oaths.

EDWIN H. McALPINE.

Taken and declared before me at St. John, }  
 this 27th day of July, 1897. }  
 W. M. J. M. BAXTER,  
 J. P. for the City and County of St. }  
 John and Notary Public in and for }  
 the Province of New Brunswick. }

EXHIBIT No. 2.

W. Wilson, Commissioner Rys. and Canals Dept., \$726.05, A. G.'s Report, page R—166.

Voucher not included in previous answer to Public Accounts Com. of April 1. Item 5.

1896-7.

INTERCOLONIAL RAILWAY.

\$726.05

MONCTON, N.B., 30th June, 1897.

To the Bank of Montreal, Ottawa, Ontario.

Pay to the order of Wm. Wilson, Barrister, Fredericton, the sum of Seven Hundred and Twenty-six Dollars and Five Cents for Ser. and Exps. in connection with Comm. Voucher No. 8609.

D. POTTINGER,  
*General Manager.*

G. WILLIAMS,  
*Chief Accountant and Treasurer.*

{ M. B. of H.  
 Fredericton, N.B. }  
 C. 1976.

{ Bank of Montreal. }  
 PAID. }

DOMINION GOVERNMENT TO W. WILSON, DR.

1897.

May 7.—To 36 days' inquiry under commission to examine into and report upon cases of partizanship against officials of the Intercolonial Railway at Moncton, at \$20 per day. . . . . \$ 720 00  
 Expenses at hotel, Moncton. . . . . 55 05  
 Railway fares to and from St. John, 6 trips at \$3. . . . . 18 00  
 One fare to Moncton and return. . . . . 4 00  
 Coaching . . . . . 3 50  
 Hotel expenses in St. John. . . . . 5 50  
 Drawing two reports, \$50 each. . . . . 100 00

\$ 906 05  
 { Off \$5.00 per day } 180 00  
 A. G. B. }  
 \$ 726 05

17 July, 1897.

Public Accounts Committee.

INTERCOLONIAL RAILWAY OF CANADA,

OFFICE OF THE GENERAL MANAGER,

MONCTON, N. B., April 5th, 1898.

SIR,—In response to your telegraph message to-day, I send you herewith the account from Mr. William Wilson, amounting to \$906.05 and which was taxed at \$726.05.

A cheque for the \$726.05 was forwarded to Mr. Wilson, accompanied by a voucher, in duplicate for his receipt, but the Treasurer states the voucher has not yet been returned to him.

I am, sir, your obedient servant,

D. POTTINGER,  
*General Manager,*  
Per T. E.

L. K. JONES,  
Secretary,  
Department of Railways and Canals,  
Ottawa, Ont.

Public Accounts Committee.

APPENDIX N<sup>o</sup>. 2*a*.

COMMITTEE ROOM,  
OTTAWA, Monday, 30th May, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Fifth Report.

The Committee have had under consideration the accounts, vouchers, and other papers relating to the payment of \$350 to A. E. Killam, Moncton, as set forth on page R—166 of the Report of the Auditor General for the year ended 30th June, 1897 ; and in connection therewith have examined witnesses under oath, and for the information of the House report herewith the evidence given by such witnesses, and the exhibits filed during the said examination ; and your Committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

J. McMULLEN,  
*Chairman.*



## EVIDENCE

### RE PAYMENT OF \$350 TO A. E. KILLAM, MONCTON, FOR CATTLE KILLED.

COMMITTEE ROOM 50, HOUSE OF COMMONS,  
18th May, 1898.

The committee met, Mr. McMullen in the chair.

Mr. COLLINGWOOD SCHREIBER, being called, testified as follows :—

*By Mr. Powell :*

Q. You had some correspondence with Mr. Killam and the officials at Moncton in connection with the destruction of some cattle?—A. Yes.

Q. Did you pay for these cattle?—A. There was a compromise made; the full claim was not paid.

Q. Just look at these papers. How much was paid him?—A. \$350.

Q. When? On what date?—A. On the 20th March, 1897.

Q. And what is the claim that was paid?—A. It reads as follows :—

“To compensation and in full payment of claim for two Jersey cows killed and three injured by bridge over the railway falling on the 14th July, 1894 . . . . . \$350”

Q. Just detail to us as briefly as possible how these cattle came to be killed?—A. As far as my recollection goes, these cattle were crossing over this bridge, and the bridge went down with them.

Q. You are acquainted with the bridge, are you not?—A. I am.

Q. It is a farm crossing, an overhead crossing?—A. Yes.

Q. Over what is named or used to be known as the Chandler farm?—A. Yes.

Q. When was it put there?—A. Before the construction of the Intercolonial Railway during the construction of the European and North American Railway by the New Brunswick government.

Q. Was there any arrangement with Chandler as to the maintenance of this bridge?—A. I think in Mr. Brydges' time he was paid a sum of money on condition of his maintaining the bridge.

Q. Mr. Chandler was paid?—A. Yes.

Q. I see here you say you have a very distinct recollection of that?—A. I think I had at that time.

Q. The first occupant was Mr. Chandler?—A. Yes.

Q. About 1875 he sold to Mr. Killam?—A. I do not remember.

Q. That appears by the record. Was the bridge that was there at the time the Intercolonial Railway was taken over by the Canadian government replaced by another bridge at a later period, do you know?—A. I do not remember.

Q. You cannot speak from memory?—A. No, I cannot.

Q. We will draw your attention to the letters. These are copies, where are the original documents, are they in the railway office?—A. I suppose the original documents will be in the press books.

Q. They come from the department so I presume it is correct?—A. I have no doubt about these being correct copies.

Q. What is the date of this letter (*Exhibit No. 3*)?—A. 13th April, 1891.

Q. Would you read it?—A.



“INTERCOLONIAL RAILWAY OF CANADA,  
“OFFICE OF THE CHIEF ENGINEER,  
“MONCTON, N.B., 13th April, 1891.

“D. Pottinger, Esq.,  
“General Superintendent, Moncton.

“SIR,—The overhead bridge erected by Mr. A. E. Killam at the rear of his place is in a dangerous condition and I think some repairs should be made to it.

“This crossing I always understood was purchased from the late Edward Chandler about two years ago and the bridge was taken down by the Railway Department. I am not able to find any agreement or any record of it on file and Mr. Killam evidently admitted there was such an agreement in existence before building the overhead bridge in question at his own expense. I believe that he now states that we should maintain this bridge. Will you instruct me as to what action shall be taken ?

“Yours truly,  
“P. S. ARCHIBALD.”

Q. It refers there to no paper having been found, do you know if the paper was afterwards found?—A. I do not remember.

Q. Do you know of any action being taken upon that letter?—A. I do not; we declined to repair it.

Q. Here is another letter from Mr. Pottinger to Mr. Schreiber :

*(Exhibit No. 4.)*

“INTERCOLONIAL RAILWAY OF CANADA,  
“OFFICE OF THE CHIEF SUPERINTENDENT,  
“MONCTON, N.B., 19th June, 1891.

“COLLINGWOOD SCHREIBER, Esq.,  
“Chief Engineer and General Manager Government Railways,  
“Ottawa.

“SIR,—The overhead bridge at Killam’s farm, over Killam’s cutting, near Moncton, is in such a state of decay that it will have to be rebuilt. It has always been stated that E. B. Chandler was paid for this crossing and that we did not need to maintain this bridge. Mr. Killam tells Mr. Archibald that Mr. Chandler was paid \$250 in Mr. Carvell’s time in 1873 or 1874 to buy out the crossing, but we have had all the papers looked up both in connection with the construction and the maintenance since that time and no record whatever of the payment can be found. Perhaps you remember. However it is not all likely that it is in any of the books in Ottawa as they will only refer to the construction north of Moncton. Please give me any information there is and also let me know what your decision is in regard to this bridge and whether we are to rebuild it or permit Killam to rebuild it or what.

“Your obedient servant,  
“D. POTTINGER.”

Q. And after that you made an inquiry?—A. I think so.

Q. And on that inquiry you determined that Mr. Killam had to keep the bridge in repair didn’t you?—A. That was our view of it.

Q. And you so instructed the officers at Moncton?—A. Yes, I think so.

## Public Accounts Committee.

Q. Do you know whether Mr. Killam acquiesced in this or not?—A. I scarcely think he did, but I cannot remember.

Q. Did not he undertake to keep it in repair?—A. I do not remember. Mr. Chandler did, I think, but I do not remember Mr. Killam doing so.

Q. Just look at this letter from Mr. Killam to Mr. Archibald (*Exhibit No. 8*)?—A. Yes.

Q. What is the date?—A. 9th September, 1891.

Q. Will you look previously to that and see if there is a letter from Mr. Archibald to him?—A. Yes, on the 9th September, 1891, the same day, (*Exhibit No. 7*).

Q. Well, just read the two of these?—A. This is from Mr. Archibald to Mr. Killam :

“ CHIEF ENGINEER’S OFFICE,  
“ September 9th, 1891.

“ A. E. KILLAM, Esq.,  
“ Moncton, N.B.

“ DEAR SIR.—I am instructed to call upon you to renew or put in proper repair the overhead bridge now used by you as a farm crossing. The department claim to have purchased this crossing about the year 1874. If the bridge is not kept in proper repair I am instructed to have it torn down.

“ Yours truly,

“ P. S. ARCHIBALD.”

Then Mr. Killam on the same day writes Mr. Archibald :—

“ MONCTON, 9th September, 1891.

“ P. S. ARCHIBALD, Esq., C.E.,  
“ Engineer, I.C.R.

“ DEAR SIR,—I am in receipt of your favour of this date in respect to the overhead bridge on my farm, and in reply, beg to state that under the understanding I had with the railway department and with the late Sir A. J. Smith (then Minister of Marine and Fisheries) in 1875, that is, the railway department arranged with the late E. B. Chandler, jr., to rebuild a bridge for himself when he owned this farm prior to 1875 ; that I was considered bound by the agreement made by and with Mr. Chandler to build the bridge during the lifetime of a wooden bridge such as had rotted down, that had been built when the railway had been first built ; therefore did not contend further but rebuilt the bridge for the use of the farm and now under that understanding had then made such repairs as is necessary to maintain the bridge in safety until a new bridge is necessary.

“ Yours truly,

“ A. E. KILLAM.”

Further examination postponed.

COMMITTEE ROOM, Wednesday, 25th May, 1898.

The committee met, Mr. McMullen in the chair.

Mr. COLLINGWOOD SCHREIBER, being recalled, testified as follows :

*By Mr. Powell :*

Q. By the papers here it appears that in April, 1891, this overhead bridge you spoke of before was rather out of repair and somewhat dangerous?—A. Yes, it was.

Q. Mr. Deboo was one of your track masters, was he not?—A. Yes.

Q. And he so reported?—A. Yes.

Q. That is a copy of the letter, is it not (*Exhibit No. 1*)?—A. Yes.

Q. On the 10th April Mr. Ovid Lockhart, also a section foreman, reported the same?—A. Mr. Lockhart was section foreman under Mr. Deboo.

Q. That is a copy of the letter (*Exhibit No. 2*)?—A. Yes.

Q. He also reported the bridge to be out of repair on the same date?—A. Yes.

Q. On the 13th April Mr. Archibald, Chief Engineer of the Intercolonial, reported it out of repair and in a dangerous condition?—A. Yes.

Q. This report he made was in a letter addressed to Mr. Pottinger (*Exhibit No. 3*)?—A. Yes.

Q. In reply to that which we find in the records of the department is a letter to yourself from Mr. Pottinger, on the 19th June, 1891, just look at that, please, a moment (*Exhibit No. 4*)?—A. Yes; I remember that,

Q. Just read that letter please?—A. The letter reads:

“ INTERCOLONIAL RAILWAY OF CANADA,  
“ OFFICE OF THE CHIEF SUPERINTENDENT,  
“ MONCTON, N.B., 19th June, 1891.

“ C. SCHREIBER, Esq.,

“ Chief Engineer and General Manager, Government Railways,

“ Ottawa.

“ DEAR SIR,—The overhead bridge at Killam's farm, over Killam's Cutting, near Moncton, is in such a state of decay that it will have to be rebuilt. It has always been stated that E. B. Chandler was paid for this crossing and that we do not need to maintain this bridge. Mr. Killam tells Mr. Archibald that Chandler was paid \$250 in Mr. Carvell's time in 1873 or 1874, to buy out the crossing, but we have had all the papers looked up both in connection with construction and maintenance since that time and no record of the payment can be found. Perhaps you remember something about the matter. I suppose, however, it is not at all likely that it is in any of the books in Ottawa, as they will only refer to the construction north of Moncton. Please give me any information there is, and also let me know what your decision is in regard to this bridge and whether we are to rebuild it, or permit Killam to rebuild it, or what.

“ Your obedient servant,

“ D. POTTINGER.”

Q. Thus at this particular time it appears there was an understanding between Mr. Killam and the department as to who was to maintain this bridge?—A. Yes.

Q. The department contended that the prior occupant and owner of the farm had been paid full damages for the bridge, and that the department was free from expenses, and on the other hand Killam maintained that the department was bound to maintain the bridge?—A. That was our contention.

Q. I see here under date July 17th, a letter from Mr. Killam to Mr. Carvell. Mr. Carvell had been a prior manager of the Intercolonial, was he not?—A. Prior to Mr. Brydges.

Q. And Mr. Killam applied to Mr. Carvell?—A. Yes.

Q. Just read that letter (*Exhibit No. 5*).

“ MONCTON, N.B., July 17th, 1891.

“ LEWIS CARVELL.

“ DEAR SIR,—There is a matter that I am interested in and I think you will remember something of it, which is the bridge across the I. C. R. on my farm over what is known as the Chandler hill cut just east of Irishtown Road. If you remember, the bridge got bad and needed a new one along about 1872 or 3, and after some time you made an agreement with Chandler to rebuild the bridge for himself for about the sum

## Public Accounts Committee.

of £250 or perhaps £245, which sum I understood you paid him, and he to build when he had a mind to and he to do without the bridge till he did build, without calling on the Railway. In 1875, some time in February or March, I bought the farm of Chandler and moved on the place the 5th of April, 1875. I, along in the latter part of the year, asked to have the bridge rebuilt; the answer was, Chandler had been arranged with to build a bridge for himself, and if I wanted a bridge I would have to build one for myself. I did build one which has stood till now, but wants rebuilding. Now I asked late Sir A. J. Smith to pay me for the bridge and his reply was Chandler had been paid for the bridge and I could get nothing while this bridge lasted. Some time ago I asked to have the bridge rebuilt, and I was astonished to get the reply that the railway had bought out the right of the crossing. This I told Mr. Archibald was not so. I told him all the circumstances, how I had been consulted by Chandler as to what the bridge was worth to rebuild before he agreed on an amount, and further that the farm was so situated that I would not take £1,000 and do without the bridge, and that I knew that Chandler would never consent to lose the crossing, so Mr. Archibald promised me to hunt up Mr. Chandler's agreement. And yesterday he told me that there was no trace of any agreement nor where the railway had ever paid Chandler anything. Of course Chandler is dead and can't be consulted. Of course my interest in the farm was sold, but I hope to be able before long to buy it back. I told Archibald that I would write you and see what you could remember about it. And it may be possible that Chandler did not get anything, as he did not build the bridge. As I said before, Mr. Archibald says there is nothing to show that he got anything. You will excuse me writing at such length, but I wanted to give you some of the particulars: peradventure it might refresh your memory. I know Chandler contracted for some of the timber with Aaron Wilson and he got part of this timber.

“Yours truly,  
“A. E. KILLAM.”

Then there are some memoranda here:—

“Memo. The facts as herein stated, previous to 1875, are here correctly stated by Mr. Killam, early in 1875. I don't remember the amount paid to Mr. Chandler, but the records will show. I know nothing of what took place after 1874. The papers should show the terms upon which the money was paid to Chandler.

“L. CARVELL.”

“31st July, 1891.

“I, of course know nothing about what was done after 1874.

“L. C.”

“31st July, 1891.

“I remember Mr. Killam speaking to me about the affair after I had left the railway service.

“L. C.”

“P. S.—All I know about this matter I have stated on the first page of this letter. It seems to me that unless the papers signed by Mr. Chandler, which must be on file in the office, explicitly state that the money paid him was damages for doing away with for all time the bridge, the bridge when worn out would have to be rebuilt by the railway.

“L. C.”

“31st July, 1891.

Q. The new bridge would be built after 1874, so about that Mr. Chandler knew nothing?—A. No, he knew nothing of that.

Q. At this time the papers between the railway and Mr. Chandler could not be found?—A. No.

Q. Then appears a letter from Deboo to Mr. Archibald, dated July 31st, 1891. The statement in that is that Killam up to that time had not repaired the bridge?—A. No, evidently not.

Q. The railway department, it seems, took action on the matter and orders were given to Mr. Archibald to have the bridge cut out, as appears from that letter I have put in your hands.—A. Yes, do you want it read?

Q. Yes, what date is it?—A. September 9th, 1891. It reads as follows:—

(*Exhibit No. 7.*)

“CHIEF ENGINEER’S OFFICE, September 9th, 1891

“A. E. Killam, Esq.  
“Moncton, N. B.

“SIR,—I am instructed to call upon you to renew or put in proper repair the overhead bridge now used by you as a farm crossing. The department claims to have purchased this crossing about the year 1874. If the bridge is not kept in proper repair I am instructed to have it torn down.

“Yours truly,  
“P. S. ARCHIBALD.”

Q. This was the decision arrived at by the railway department?—A. Yes.

Q. Was an arrangement arrived at by which the bridge was not cut out?—A. Yes, there seems to be an understanding about it.

Q. The bridge was not cut out?—A. No.

Q. And not cut out on the undertaking of Mr. Killam to keep it in repair?—A. As appears by this letter Mr. Killam to Mr. Archibald.

Q. That was put into evidence the other day; please read it.—A. He says:

(*Exhibit No. 8.*)

“MONCTON, September 9th, 1891.

“P. S. Archibald, Esq., C. E.  
“Engineer I. C. Ry.

“SIR,—I am in receipt of your favour of this date in respect to the overhead bridge on my farm and in reply beg to state that under the understanding I had with the railway department and with the late Sir A. J. Smith (then Minister of Marine and Fisheries) in 1875, that, as the railway department had arranged with the late E. B. Chandler, junior, to rebuild the bridge for himself, when he owned the farm, prior to 1875, that I was considered bound by the agreement made by and with Mr. Chandler to build the bridge during the lifetime of a wooden bridge, such as had rotted down, that had been built when the railway had been first built; therefore did not contend further, but rebuilt the bridge for the use of the farm, and now, under that understanding, had then, will make such repairs as is necessary to maintain the bridge in safety, until a new bridge is necessary.

“Yours truly,  
“A. E. KILLAM.”

Q. The matter in the meantime had been referred to the Department of Justice by the Department of Railways as appears by a letter to yourself. (*Exhibit No. 9.*)—A. Yes, it must have been by the secretary of the department.

Q. Well, that would be under your orders?—A. Yes.

Q. And Mr. Sedgewick, then Deputy Minister of Justice, gave his opinion?—A. Yes.

Q. On what date?—A. 27th September, 1891: “It appears that a certain overhead bridge on Killam’s farm, over Killam’s cutting, on the line of the Intercolonial Railway, near Moncton, N.B., erected by one E. B. Chandler, the original owner of the property, is in such a state of decay that it must be either removed or renewed. It is

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believed that the right to an overhead bridge at this point was bought out by the government some years ago from Mr. Chandler for the sum of \$250, and it seems that no evidence of this can be procured. No receipt for the money or a lease of the right to a bridge can be found, and Mr. Schreiber states that his department is simply aware of the facts from having heard Mr. Brydges and Mr. Chandler both make the statement. The point as to which advice is required seems to be: Is the government liable to maintain the bridge in question? Under the circumstances above stated it is material to a consideration of this point that the facts by reason of which it is assumed that such a liability still exists previous to the supposed release from Chandler should be known. If it is admitted that until released the government was bound to maintain a bridge and that no evidence of the release can be procured, the liability of the government practically exists still, but it may be worth while inquiring whether there are sufficient grounds for the assumption that any such obligation was ever undertaken by or imposed upon the government. I should be glad to hear what Mr. Schreiber has to say as to this aspect of the case." Will you look in his opinion where your recollection is given to the Department of Justice at the time that by an arrangement with Mr. Chandler the railway was free from any responsibility for the maintenance of the bridge?—A. That was my view.

Q. You will see that your recollection was so stated to the Department of Justice?—A. Yes.

Q. And that would be a correct statement of your recollection at the time?—A. Well, this is what Mr. Sedgewick says: "Mr. Schreiber states that his department is simply aware of the fact from having heard Mr. Brydges and Mr. Chandler both make the statement."

Q. That was your statement in writing?—A. Yes.

Q. Now, Mr. Killam did not immediately prepare to repair the bridge, and Deboo wrote another letter on 18th December, 1891, and here is your letter to the Secretary of the department of the 5th October, 1891, in which I think you repeat your statement as to what you had heard Chandler say?—A. That is just giving the statement of my views of the case.

(*Exhibit No. 10.*)

"OTTAWA, 5th October, 1891.

"SIR,—Referring to the Deputy Minister of Justice's letter of 27th ultimo upon the subject of keeping up of the overhead bridge on Killam's farm, I may explain that as I understand the Intercolonial Railway is bound to give each property it severs a private crossing over the railway property, either at rail level, by an overhead bridge, or by an under crossing. When the old European and North American Railway between St. John and Point Du Chene was built, in or about 1856, an overhead bridge crossing was made and maintained by the railway until about 1874, when it was in a dilapidated condition, and it is said that Mr. E. B. Chandler sold out whatever right he had acquired for an overhead crossing for \$250, but no record can be found of any such transaction in the form of correspondence, voucher or otherwise, but Mr. Killam, the present owner of the farm, from Mr. Archibald's statement, appears to be aware of the transaction, and I distinctly remember both Mr. Brydges and Mr. Chandler speaking of it to me. Unfortunately both these gentlemen are dead, and appear to have left no written word of the business behind them. This farm is abutted on one side by a public highway, which crosses the railway, giving access from one part of the property to the other, and therefore possibly we could abandon the overhead bridge which has since 1874 been erected by Mr. Chandler and maintained by him, until he sold the property to Mr. Killam, since which Killam has given it such repairs as it has received.

"I have the honour to be,

"Your obedient servant,

"COLLINGWOOD SCHREIBER."

Q. Deboo's letter of December 18, 1891, shows that Killam had not up to that date made the repairs?—A. No, nothing was done up to that time.

Q. What is the date of the next communication?—A. 5th February, 1892.

Q. You caused an inspection to be made by Taylor?—A. Yes, Ezekiel Taylor.

Q. Then on March 11, 1892, appears a letter from Deboo to Archibald which I pass to you and ask you to read.—A. Yes. This is dated March 11, 1892, from roadmaster Deboo to P. S. Archibald :—

(*Exhibit No. 11.*)

“MONCTON, March 11th, 1892.

“P. S. ARCHIBALD, Esq.

“Chief Engineer Intercolonial Railway.

“SIR,—I herewith return you letters 44550 referring to Mr. Killam's overhead bridge near Moncton. I notice in Mr. Taylor's letter he says a sudden change of weather might move the sills and cause the fall of bridge. I think he should make some temporary repairs at once until he can properly repair it. I was by there to-day and do not notice any change in the sills but of course the frost is not out yet. I was speaking to Mr. Killam to-day about the bridge and he says he intends to fix it as soon as the frost goes out.

“Yours truly,

“J. DEBOO.”

Q. That is another undertaking that Killam should repair it. In the meantime, as appears by these documents, the receipt, which had been a matter of a great deal of search and correspondence, is found, that is a copy of it is it not? (*Exhibit No. 12.*)—A. Yes.

Q. That had been found during the time this matter was in dispute?—A. Yes.

Q. Will you read that please?—A. The letter reads :—

1869

27th August, 1869.

EUROPEAN AND NORTH AMERICAN RAILWAY,

Dr. to E. B. CHANDLER,

August 27.—To this amount allowed for rebuilding bridge on Farm }  
crossing at “Chandler's Cutting,” near Moncton, in full of all claims } \$150 00  
past, present and future.

Approved,

L. CARVELL.

27th day of August, 1869.

Received of the European and North American Railway in full of the above account the sum of one hundred and fifty dollars.

E. B. CHANDLER.

27th August, 1869.

The above is a correct copy of voucher 106 E. and N. A. R.

T. WILLIAMS,

*Chief Acct. & Treasurer Intercolonial Railway.*

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Q. Now that \$150.00 was given in full of all payments past, present and future and the Chandler therein mentioned was the prior owner and occupant of this farm?—  
A. Prior to Mr. Killam.

Q. The next is a letter from Mr. Killam to Mr. Josiah Wood who was an M.P. at the time. Here is the letter—(*Exhibit No. 13*) What is the date of that?—A. 17th July, 1894.

Q. Here is a letter (*Exhibit No. 14*) from Mr. Killam to Mr. Pottinger with a clipping annexed?—A. The letter is dated Moncton, N.B., 17th July 1894. It is from Mr. Killam to Mr. Pottinger, as follows:—

“I beg to notify you that my herd of Jersey cows were killed and destroyed while crossing the farm road bridge that crosses the Intercolonial Railway from my buildings to the back part of the farm. Five cows and a young bull went down with the bridge. The cows were killed and destroyed but the bull was not hurt. The height of the bridge above the track was about 24 feet. I claim from the Intercolonial Railway five hundred dollars in damages, and this would not fully compensate me for the loss sustained. Taking the cows by the number that their milk was tested last week at the Fox Creek cheese factory viz., 1 to 6: Nos. 2 and 4 were killed instantly: No. 1 has her shoulder badly broken and a rupture in her belly six or eight inches long so as to make a bust on her about twenty inches over, so that this cow is utterly worthless, and I don't think she can live any time. Cow No. 3 has her hip bone broken and otherwise injured in so many places that she is worthless. Cow No. 5 has her tail bone broken where it unites with the back bone and so badly injured in many other places that she is of little or no value. This cow, being only three years old, may recover so as to be of some value another year. They all fell about twenty-four feet, as the flooring of this bridge was about that distance above the railway track. The bridge was built in September, 1875, therefore is nineteen years old and has never had a dollar's worth of repairs during that time. I hope you will lose no time in paying me for the destruction of my property.

“Yours truly,

“A. E. KILLAM.”

Q. The accident to the cattle had occurred on the previous 15th, a few days previous to the writing of the letter?—A. It does not state when that I can see.

Q. But it was a few days previous as a matter of fact?—A. It was previous to that any way.

Q. This claim was not entertained by the Railway Department?—A. Not at this time.

Q. Here is a copy of a letter from Mr. Killam, on the 30th August, 1894, if you will please look at that—(*Exhibit No. 15*)?—A. That is dated the 30th August, 1894, from Mr. Balderson to Mr. Killam, informing him that his claim cannot be entertained.

Q. Here is another letter to Mr. Pottinger, from Mr. Archibald, just look at that?—A. Yes, this is Mr. Archibald giving a report of it. He says:—

“Referring to your letter of the 27th ultimo, in regard to the claim of Mr. A. E. Killam, for a number of cattle killed by the breaking down of an over-head bridge near Moncton on the 15th, ultimo, I enclose herewith all correspondence in connection with this structure. It seems to me that it is a matter altogether for the Justice Department to deal with.

“The question of the maintenance of this bridge was up in 1891, and I was instructed, per your memo. on Mr. Schreiber's letter of the 27th of August, 1891, to call upon Mr. Killam to renew the bridge, and if he refused to do it to tear it down. I accordingly notified him on the 9th of September, 1891 (as per copy of letter herewith attached.) He acknowledged his responsibility for the maintenance of the present structure during its life time, as per his letter of the 9th of September, 1891, herewith attached, and made such repairs as we then considered necessary to make it safe. The trackmaster was instructed to watch it carefully and have it removed, or necessary repairs made to keep it safe. About two years ago Mr. Killam had a gate put across the centre of it, and we understood it was not to be used except for foot passengers.



"I am satisfied the intention and expectation of the department was that this crossing had been purchased outright when the \$150.00 was paid to Mr. E. B. Chandler, in 1869, although the wording of the receipt is not as clear as it might have been. The old bridge remained in service some years after its purchase in 1869, and I believe was taken down about the time Mr. Killam purchased the property in 1875.

"Mr. Killam, was aware of the sale of the bridge or crossing or both to the government, and proceeded to erect an over bridge for his own private purposes making no demands of any kind on the department to the best of my knowledge.

"I think it would be well to have the question of the responsibility of the new bridge settled at the earliest possible date, as if left for any length of time, and it should be decided that the bridge should be erected and maintained by the department, Mr. Killam might make up a very considerable claim for damages on account of being deprived of the use of the bridge."

Q. Now, after this, Mr. Schreiber, you decided that the matter was entirely a legal question and determined to leave it to the Department of Justice?—A. I cannot say from memory.

Q. Just look at these letters, then. This first letter (*Exhibit No. 17*), is dated the 4th of September, 1894, just look at that?—A. Yes.

Q. You so instructed the Secretary of the Railway Department?—A. Yes.

Q. Look at the next letter attached to that, dated the 17th September, 1894. Mr. Balderson, Secretary of the Department refers the matter to the Department of Justice?—A. Yes.

Q. And does the Department of Justice report upon the matter a second time?—A. On the 26th of November, 1894, the Department of Justice report on the claim.

Q. Just please give us the report. Do they report adversely or favourably?—A. Adversely to the claim.

Q. Will you just read the letter?—A. The letter reads :

"OTTAWA, 26th November, 1894.

"The Secretary, Department of Railways and Canals,  
"Ottawa.

"SIR,—Referring to your letter of the 17th September last, and previous correspondence relating to the overhead bridge on Killam's farm, I have the honour to state that, so far as I am aware, there is no legal obligation upon the government (aside from contract, and it is not suggested that there was any contract here), to maintain or provide crossings for proprietors of land adjoining government railways, although it would appear to be the practice to furnish such crossings. See the case of Falconer vs. The Queen, 1 Exch. C. R. 82.

"In the present case, if claim were made for the loss of Mr. Killam's cattle, and the matter came before the courts, it could probably be established that any right which there may have been to have a bridge provided and maintained was abandoned for valuable consideration, and no longer exists, but even if this were not shown, and it were shown that, by contract or otherwise, the government was bound to provide and maintain a bridge, there would, in my opinion, be no liability on its part to compensate Mr. Killam for the cattle lost by him under circumstances detailed in the correspondence.

"Papers returned herewith.

"I am, sir,  
"Your obedient servant,

"E. L. NEWCOMBE,  
"Deputy Minister of Justice."

Q. So that the opinion of the Department of Justice was that whether the government under the circumstances of the case were under any obligation to maintain the

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bridge or not Mr. Killam had no claim against the railway?—A. That is on the statement placed before the department.

Q. That is the last report you have had from the Department of Justice on this matter?—A. Yes, I think so.

Q. Was the matter ever considered by the department after that, so far as you are aware?—A. I think the Minister of Railways had the matter up afterwards. He and Mr. Pottinger had some conversation as appears from this letter.

Q. What date is that letter?—A. The 17th March, 1897.

Q. From Mr. Pottinger to Mr. Blair?—A. To Mr. Pottinger from Mr. Blair.

Q. Will you please read it?—A. "Dear Mr. Pottinger,—Perhaps you have forgotten about the Killam matter. I mentioned to you awhile ago that I thought it desirable a settlement should be made with him for the cattle killed at the bridge, and you might kindly give the subject your attention.

"Yours faithfully,

"ANDREW G. BLAIR."

Q. Was any one appointed to investigate as to the value of these cattle? Was it referred to any officer of your department, or any employee of the railway to report upon it in any way?—A. I really cannot say. Mr. Blair was in New Brunswick at the time this matter was brought to a conclusion.

Q. But there is no record in your department of this?—A. No, nothing.

Q. Merely a cheque was passed to Mr. Killam?—A. Yes, under instructions.

Q. For \$350.00 was it not?—A. Yes, \$350.00 I think it was.

Q. This is the cheque and the voucher attached (*Exhibit No. 19*).

Q. The check is dated when?—A. 18th March, 1897.

Q. How much was paid in that matter?—A. There was paid by cheque \$350.00, the cheques signed by Mr. Pottinger and Mr. Williams, the chief accountant and treasurer.

Mr. J. LORNE McDUGALL, Auditor General, being called testified as follows :

*By Mr. Powell :*

Q. Mr. McDougall, you have been in the room and have heard this matter gone into?—A. Yes.

Q. Had you at the time this claim and the papers were laid before you any report before you from the Department of Justice?—A. No.

Q. Were you aware that this matter had ever been referred to the Department of Justice?—A. No.

Q. And as a sequence you were not aware that it had been adversely reported on?—A. No.

Q. Had it been adversely reported on you would not have agreed to the payment?—A. No. Of course you understand the payments at Moncton are made under credits. The payments would be made without my knowing anything about them.

Q. But you, as Auditor General, would not pass this if you had known it was adversely reported on by the Minister of Justice?—A. I could not.

Q. Then this matter was not revealed to you?—A. No.

Q. I see that you objected to paying the claim as it was?—A. Well, as I recollect it struck me that it was strange it was so old, but there is my letter there.

*By Mr. Montague :*

Q. Yes, you asked the reason why it was held so long?—A. Yes.

*By Mr. Powell :*

Q. You thought it was rather stale?—A. An old claim always gives notice to make further examination.

Q. And you intimated this objection to whom, in a letter of what date?—A. To Mr. Pottinger on the 8th October, 1897.

(*Exhibit No. 20.*)

“ AUDITOR GENERAL’S OFFICE,  
“ 8th October, 1897.

“ D. POTTINGER, Esq.,  
“ Chief Supt., I. C. Ry.  
“ Moncton, N.B.

“ SIR,—In the expenditure for working expenses of Intercolonial Railway for 1896-1897, I notice the following payment to Mr. A. E. Killam, of Moncton, N.B., under date of 17th March, 1897 :—

Compensation and in full payment of claim for two Jersey cows killed and three injured by bridge over railway fall- ing on the 4th July, 1894.....	\$350 00
--	----------

please give fuller description of the accident and the reasons why payment was deferred for nearly three years. A claim of such age should have been submitted to the Governor in Council. In cases of this kind the voucher should always include a certificate from some valuator with practical knowledge.

“ I have the honour to be, sir,  
“ Your obedient servant,

“ J. L. McDOUGALL,  
“ *Auditor General.*”

Q. The general custom is to abide by the opinion of the Department of Justice as to paying a claim?—A. Yes, the departments do. Sometimes the Department of Justice thinks a claim ought to be paid when I still object, but that is the rule with the departments.

Q. But you never have an opinion of the Department of Justice overruled when that opinion is adverse?—A. No.

Q. And in respect to old claims is it not usual to have them paid in pursuance of an Order in Council or the Order of the House?—A. I have in my time thought it right to have the government pass on old claims.

Q. Then you have no objection to say that payment of this claim was unjustifiable?—A. Well, according to what I have heard read.

*By the Minister of Finance :*

Q. You have had no communication with Mr. Blair on the subject and do not know the other side, if there was another side?—A. Well, I probably had a reply to my letter.

Q. The money was paid of course before it came to your notice and you made no examination into the other side?—A. I wrote again for a reply to my letter giving a description of the accident and so on and finally got one.

*By Mr. Powell :*

Q. What date is that letter?—A. It is a letter of the 12th January last.

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Q. Do you remember, Mr. Auditor, whether that letter came to you from Moncton or came through the circuitous route of the Railway Department?—A. No, I do not.

Q. Look at this letter, dated 12th January, 1898, from Mr. Pottinger to Mr. Schreiber?—A. Yes, this is what he says :—

(*Exhibit No. 21.*)

“MONCTON, 12th January, 1898.

“C. SCHREIBER, Esq., C.M.G.,  
“Ottawa.

“DEAR SIR,—Herewith I send you all the papers in connection with the claim of A. E. Killam for cattle killed. This claim was paid by the wish of the minister after he had, I presume, looked into the matter, as I referred him the papers. You will see that the Auditor General is inquiring with reference to it. I got the papers back from the secretary of the department so as to enable me to reply to the Auditor General's letter. I now return you these papers, No. 71195 and 52177, and I also send you the two letters of the Auditor General dated October 8th and November 13th, asking for an explanation. I inclose to you a letter that I have written in answer to those letters of the Auditor General and I will be obliged if you look it over and, if you consider it all right, if you put it in the mail for the Auditor General. You will know whether the minister will care to see what is being done in regard to this matter now.

“Your obedient servant,

“D. POTTINGER.”

The letter to me which he refers to is as follows :—

“MONCTON, 12th January, 1898

“J. L. McDougall, Esq., C.M.G.,  
“Auditor General,  
“Ottawa.

“SIR,—In answer to your letter dated 8th October, inquiring with reference to the payment made to Mr. A. E. Killam on the 17th day of March for Jersey cows killed by the falling of a bridge and asking for a fuller description of the accident, I may explain that the main line of the I. C. R. from Moncton to Halifax passes through a farm which was occupied by Mr. Killam in 1894. The railway passes through a deep cutting right across this farm and across this cutting and over the railway track there is a wooden bridge to connect the two parts of the farm separated by the railway. On the 14th July, 1894, this bridge fell down on the track while a herd of Jersey cattle belonging to Mr. Killam were being driven over it into pasture. The cattle, six in number, fell a distance of about 24 feet. Two cows were killed and three badly wounded. Mr. Killam claimed at the time \$500 as compensation for his loss. The claim was under inquiry for some time and at first liability was not admitted by the railway because there was a difference of opinion between the claimant and the department as to which of these parties was responsible for the maintenance of the bridge. After full consideration, however, the department decided to pay the claimant a reduced amount, which was accordingly done by the voucher referred to, and which amount was accepted by the claimant in full settlement of his claim. I note what you say with reference to the submission of such claims to the Governor in Council and with reference to the valuation in such cases.

“I am, sir,

“Your obedient servant,

“D. POTTINGER.”

Q. Mr. Pottinger evidently did not want to put his foot in the matter ; ordinarily the letters you write to Mr. Pottinger would not require any endorsement of the Department of Railways that were simply inquiries as to facts ?—A. Yes. Of course I do not know but Mr. Pottinger might consider it advisable to get Mr. Schreiber's endorsement to some things.

*By the Minister of Finance :*

Q. Mr. Powell's use of the word "unjustifiable" was Mr. Powell's rather than yours; do you think in this matter that the payment was not justified ?—A. Well I said it hurriedly from what I have heard read ; I do not say as to anything that may have happened since ; I just say as to the evidence given here.

Q. But there may be other facts ?—A. Yes.

*By Mr. Montague :*

Q. You asked for other facts and did not get them ?—A. That is so.

Q. In your letter you asked : "Please give a fuller description of the accident and the reasons why payment was deferred for nearly three years," and got no reply. Then you say :—"In cases of this kind the vouchers should always include a certificate from some valuator with practical knowledge," and no information was given as regards that ?—A. No.

Q. So, in the absence of information as regards these two questions, would you regard the payment as unjustified ?—A. Yes.

*By the Minister of Finance :*

Q. Did you make a demand for information ?—A. That was understood to be a demand. When I am replying to Mr. Powell I am replying to a more serious thing, a thing I did not suspect, that there was no real liability.

*By Mr. Powell :*

Q. The question I asked as to the utterly unjustifiable nature of the claim was that there had been a prior rejection of the claim in the letter from the Justice Department.—A. Of course, I think Mr. Pottinger should have said that in his letter to me.

Q. In justice to you you feel that this should have been brought to your notice ?—A. That is my opinion.

Q. And there is virtually a concealment from you of these facts ?—A. I do not know, but suppose that there was. I did not know that there were these objections to its being wholly legal.

*By Mr. Fielding :*

Q. You only asked for a fuller description of the facts ; that they did give you from their point of view ?—A. Yes. It appears to me that on the face of it an objection so serious should have been stated to me whether I asked it or not.

*By Mr. Wood (Hamilton):*

Q. There may be another side to this that may perfectly justify the payment ?—A. Oh yes, I am only speaking in reference to the papers now read and of the view I can take of them from the reading.

Witness retired.

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AMASA E. KILLAM being sworn testified as follows :

*By Mr Blair :*

Q. You are the A. E. Killam who had the claim against the railway department in connection with the loss of some cattle, are you not?—A. Yes.

Q. You might state what this claim of yours arose out of?—A. It arose out of the bridge falling down across the farm crossing across the railway.

Q. What farm?—A. The farm I lived on, the farm known as the Chandler farm which I bought in 1875.

Q. That is right handy to Moncton?—A. Right handy to Moncton.

Q. What loss did you sustain?—A. I lost two heads of cattle instantly, and three other cows that I would consider better killed than maimed and destroyed the way they were.

Q. That is five altogether?—A. Five altogether. These were on the bridge when it fell.

Q. What description of cattle were they?—A. Jersey cows, a herd that I was some 13 years in producing from a breed known as the Eddington, sired from an animal that they paid \$2,000 for in the States.

Q. Valuable cattle were they?—A. Yes; if any person had come and offered me \$400 for them the morning of the accident I would not have taken it. I may say that three days before the accident I had all these cows tested at the Fox Creek Cheese Factory and they ran from 5·60 per cent to 7·40 per cent. I have here a clipping from a newspaper which gives the results of the test as follows:—"No. 1 cow, 7 per cent of butter fat; No. 2 cow, 5·60 per cent; No. 3 cow, 7 per cent; No. 4 cow, 7·40 per cent; No. 5 cow, 6·20 per cent; No. 6 a heifer, 5·40 per cent; average 6½ and 8 points. As a good average by this test is 4 per cent, Mr. Killam appears to be possessed of a valuable herd." That is 5·40 degrees of butter fat under the Babcock tester.

*By Mr. McMullen :*

Q. That is 5·40 degrees of butter fat?—A. Yes. Each cow is milked separately and a certain quantity taken and tested with the Babcock tester. These two that were killed instantly were the two that tested the highest.

*By Mr. Blair :*

Q. How long had this bridge been standing, Mr. Killam? This was a cut was it not through this farm?—A. Yes, I made a little diagram of it and of the place which I can show to the committee (*Exhibit No. 22*).

Q. This bridge crosses the cut which runs through your farm?—A. Yes.

Q. That is on the Intercolonial and this little drawing which you have here (*Exhibit No. 22*) shows the section?—A. Yes. There is a slight error in it, it is put at 25 feet but it seems that it is 24 feet.

Q. Did you know anything about this bridge before you occupied the farm?—A. Yes.

Q. It was standing was it, the same bridge that went down?—A. If I remember rightly it was in 1872 that Mr. Chandler got me to go and make an estimate of the cost of rebuilding the bridge, saying that he was discussing the matter with the government of building the bridge, taking so much money and building a bridge for himself. I went and made an examination and measurements and made an estimate.

Q. And our estimate was \$250?—A. I think it was a larger amount than that.

Q. Then the bridge was not safe to cross at that time?—A. It was fairly safe, a person could cross it on foot, but no cattle or teams could cross it safely. Afterwards Mr. Chandler told me that he had made a contract with Aaron Wilson. Mr. Wilson also told me that he would rebuild the bridge for \$250.

Q. It was rebuilt?—A. No in 1875 I bought the farm and then I found that the bridge was not built. I did not visit the farm when I was buying it. I then went to Sir Albert Smith, the then Minister of Marine and Fisheries, and asked to have the bridge rebuilt. That was in 1875 sometime early in the season. He stated that the railway had agreed with Chandler that he should build the bridge himself and that they had paid him for doing this.

Q. That he, Chandler, should build the bridge?—A. Yes and they gave him a certain sum of money for doing it. They said that he was to have the bridge rebuilt and keep it in repair and at the expiration of the lifetime of the bridge the railway would take charge of it. I said then, as I say now, that I would not take a thousand dollars and do without that bridge.

Q. Have you any recollection of the sum to be paid?—A. Mr. Chandler told me \$250.

Q. This was in 1875, was it?—A. In the summer, probably in July. Before the haying came on I built the bridge or rather I hired the men to do it, and the stone abutments of the original bridge were there yet. I think it was a 35 foot span and I increased it to 50 feet, and put two bents behind it and did not use the old stone foundations under the bridge. The railway afterwards hauled that stone away. I did not take any charge of them. I may say there was some conversation between Mr. Archibald and me as to who really owned the stone and it was left that way; I would not commit myself either way. Now, there is a question as to the inspection which I wish to place before the committee, and the unsafety of this bridge. When the waterworks were built in Moncton, and it will be verified by the railway authorities, they allowed the city authorities to lay their pipes through this cutting to get over to the city of Moncton. They had to go under the bents and this cutting is through a clay bank which the frost has great action on. When they put it in I told the waterworks authorities I had great doubts as to the solidity of the work and they got cedar posts and put the bents on that. The first year they slid a little and the next year more, but these sills had been bolted down with one inch bolts. but it appeared as if the bridge would fall in and this was all that caused the complaints of the railway men. I went to the waterworks people and told them they must repair the bents and they removed them about two feet back.

Q. When was that?—A. About two years after the waterworks were put in; and the bents were put in and the next year it moved a little more. I went and examined it and found these bents were bolted in and what little it had moved could not make the bridge collapse.

*By Mr. Montague :*

Q. So in the end the waterworks did not injure the bridge?—A. That is what caused these reports.

Q. But the reports were unfounded?—A. Not unfounded, because they were not bridge men and did not understand how these were put into the bank. But it had to be put back and they did it, but I may say that was not the cause of the final collapse.

Q. What was that due to?—A. The life of the bridge had been outlived. One of the top chords was tender and I at once told my men and all about that this bridge must not be used for heavy traffic—they had a big team—and I put a lock on the bridge to stop all traffic about two days before it fell.

Q. When was that, do you remember?—A. That would be in 1894, some time in June.

*By Mr. Powell :*

Q. On July 15th?—A. It fell on a Sunday, and on Thursday I closed it up.

## Public Accounts Committee.

*By the Minister of Railways and Canals :*

Q. What do you say the falling of the bridge was due to?—A. The top chord was old and wanted to be renewed.

*By Mr. Cochrane :*

Q. How did the cows come to be on the bridge?—A. The cows got on the bridge by some one getting the key unknown to me and driving the cows over.

*By Mr. Foster :*

Q. You kept the key?—A. Yes, in the house.

*By Mr. Powell :*

Q. It was your own man?—A. It was a young man I had, a young Frenchman, his name was Melancthon.

*By the Minister of Railways and Canals :*

Q. Well, the bridge had lived out its age?—A. Yes, it had lived out its age, there was no doubt about that, it had lived 19 years.

Q. It was a wooden bridge and the two abutments were stone?—A. The two abutments were cedar. Cedar beams bolted down in the bank, but the waterworks had undermined these bents.

Q. But the bridge as originally built in 1874 or 1875 was approved by the railway people, was satisfactory to them?—A. Oh yes, satisfactory to them.

Q. And it lasted all right till by reason of age it became unsafe?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. How long before the accident had you noticed the unsafe condition of the bridge?—A. It was only two days before the accident that I really found out the condition of the bridge.

Q. And you gave instructions to your men not to use it?—A. Yes.

Q. You told this man?—A. Melancthon, yes.

Q. That was on Tuesday?—A. No, Thursday; it fell on Sunday.

Q. What did you tell him?—A. They came in and told me that Melancthon had got the keys to the bridge, and I said "What for?" and I started and ran out to see what he was going to do, and I just got in sight of the bridge when I saw it going down.

Q. But what did you tell him previously?—A. Not to cross the bridge more than for foot passengers.

Q. Did you tell him how to take the cows?—A. Around the road.

Q. How far will that be?—A. A quarter of a mile.

Q. He could have gone around a safe place a quarter of a mile around?—A. Yes.

*By the Minister of Railways and Canals :*

Q. Up to the time you closed the bridge and found on examination it was unsafe, it was a convenient and safe way to get from your farm to the pasture?—A. Yes, it was the proper way to get there. We had to go around through another man's land otherwise

*By Mr. Cochrane :*

Q. From whom had the water-works had that authority to put the pipes through the cutting?—A. From the railway, not from me.



*By Mr. Montague :*

Q. But I understand that had nothing to do with the final falling of the bridge ?  
—A. Yes. But it had given rise to these reports.

*By the Minister of Railways and Canals :*

Q. These reports were founded on misapprehension ?—A. Yes, the beams and the tops of the bents being closer than the bottoms, that is what the men said ; I discussed it with them, I talked with all the men besides the engineer.

Q. Well, now, the department was aware, was it not, of your view and claim as to your liability to maintain the bridge or to rebuild the bridge ; that is to put up the new one ?—A. This they knew fully.

Q. What did you state to them of your position in the matter ?—A. My statement was that when I built the bridge in the first place it was distinctly understood that I took Mr. Chandler's place to put up the bridge, and at the expiration of the lifetime of the bridge they were to rebuild it.

Q. What did that mean, the lifetime of the bridge ?—A. When the bridge gave out. There had been little repairing done to it ; there were no repairs except to the flooring and a few of the joists.

Q. There is a letter here produced purporting to bear your signature ?—A. I saw it.

Q. What do you say with regard to that letter ?—A. That was written at the time that I went to the water-works and got them to put these bents back in position, because in discussing it with these men they stated that it was going to slide in.

Q. There was nothing that you wrote to the department acknowledging your liability to maintain the bridge ?—A. I had no thought of such a thing.

Q. Nothing in your letter or communications of the prior owner looking to this liability to maintain the bridge ?—A. He claimed that the railway had to rebuild the bridge, and that is why I went and gave him an estimate and plan, it was a plan on a cheaper scale than the original bridge had been. It was for \$250, the original would cost a great deal more. But this would be just as durable.

Q. Here is a copy of a document from Chandler (*Exhibit No. 12*). What do you say as to that ?—A. I understood from Mr. Chandler that he had a claim for damages in connection with the floor of this bridge in 1869, the flooring was bad. He told me that he had a claim, I did not know how much he expected them to help him pay for it

*By Mr. Haggart :*

Q. Do you think that applies to it ?—A. Yes.

Q. How do you make out these words "To this amount allowed for rebuilding bridge on farm crossing at Chandler's cutting near Moncton in full of all claims past, present and future" ?—A. I only remember the conversation he had with me, that is all in reference to this bridge.

*By Mr. Blair :*

Q. You observe that is in full of all claims it might be for cattle killed or anything ?—A. Yes.

Q. In full of all claims past, present and future, the claims are not particularly identified ?—A. I distinctly remember the state of the platform of that bridge at the time I made the examination and no team nor animal nor vehicle—nothing could cross it except a foot passenger.

Q. You have already stated that you know that the repair of the bridge was believed to lie with you both by Sir Albert Smith and by Mr. Chandler. Was not the repair to include only the lifetime of the bridge ?—A. Only the lifetime. There was no written document between Sir Albert Smith and me in reference to the matter. I

## Public Accounts Committee.

had two conversations with him in reference to the matter, and that is the final conclusion he came to. The first time he would not give me a satisfactory answer, but the second time he said he had looked into the matter and that I would have to maintain the bridge during its lifetime or it would not be rebuilt by the railway.

Q. That is the claim you presented to my consideration?—A. Yes.

Q. On that basis it was also adjusted between us?—A. My claim was more than that, but I finally said that I would take \$350 instead of the larger amount.

*By Mr. Powell :*

Q. Were there any papers?—A. This was a verbal arrangement.

*By Mr. Blair :*

Q. You agreed that you would take \$350 in settlement? Was it not pointed out that there was no satisfactory evidence to show that the railway was bound to repair or to rebuild the bridge?—A. No.

Q. That question remained open?—A. Entirely open.

Q. And you disputed the right of the government to insist on the rebuilding of the bridge by the owner of the property?—A. Most strenuously. And in conversation with Mr. Archibald he told me that if he could get an order he would put up a stone abutment and iron spans the same as on other farms.

*By Mr. Haggart :*

Q. You discussed this then with other persons?—A. With the railway people, Mr. Archibald the chief engineer who was the main man that I discussed it with. I do not remember that I had any conversation with Mr. Pottinger.

Q. Did you write any letters as regards your claim?—A. Nothing further than what is here. I had very little corresponding about it.

Q. You put the strongest case you could in your letter?—A. I put it just as I thought it was.

Q. But it was the strongest in truth?—A. I put it as I thought it was.

Q. Is there any statement or record of your conversation with Sir Albert Smith?—A. There is not.

*By Mr. Blair :*

Q. The conversation took place all the same, did it not?—A. Yes, there were two meetings in his office in Dorchester.

*By Mr. Haggart :*

Q. This letter (*Exhibit No. 5*); your statement is that you discussed that with Sir Albert Smith, you said you thought the railway would build the bridge and he said you would have to build the bridge once, and that after the lifetime of that bridge the railway would construct it and maintain it.—A. That is what I understood.

Q. In your letter you state "I along in the latter part of the year asked to have the bridge rebuilt, the answer was Chandler had been arranged with to build a bridge for himself and if I wanted a bridge I would have to build one for myself. I did build one which has stood till now, but wants rebuilding. Now I asked late Sir A. J. Smith to pay me for the bridge and his reply was, Chandler had been paid for the bridge and I could get nothing while this bridge lasted. Some time ago I asked to have the bridge rebuilt and I was astonished to get the reply that the railway had bought out the right of the crossing"?—A. Well, that is true, but did not go into the whole details.

Q. So that these details were not presented to the department?—A. They were not presented, but the details were discussed between Sir Albert Smith and the engineer and me.

*By the Minister of Railways and Canals :*

Q. But all these details were discussed between us ?—A. Yes.

Q. Do you remember speaking to me about it more than once ?—A. I only remember once, though I may have spoken more than once. I might have written you once, maybe. It appears to me I did speak to you twice ; it just occurs to me now that I did.

*By Mr. Montague :*

Q. You made no repairs to the bridge during its lifetime ?—A. I say I did make some small repairs, planking and floor joists.

Q. How much ?—A. I did not keep an account of it ; I just put the plank on.

Q. Well, make a guess.—A. About \$30 or \$40.

Q. The reason I ask you if the bridge was repaired is that you say in one of your letters that the bridge never had a dollar's worth of repair.—A. I meant the Railway Department, of course ; they never put any repairs on. I did not leave it clear between Sir Albert Smith and I whether I would repair it or not, and that was discussed between Mr. Archibald and I and who would repair it. It was a disputed point.

*By Sir Charles Hibbert Tupper :*

Q. What was disputed ?—A. As to who should repair the floor, whether the railway or I should.

Q. Did Mr. Archibald deny the railway's right to repair it ?—A. Oh, no.

Q. He took the position that they would not repair it ?—A. No.

Q. He didn't say anything ?—A. He did not know whether they were bound to do it or not, and I did not wish to contend about it, as it was a small affair to fix the floors.

*By Mr. Cochrane :*

Q. How could he justify the action of the department if it became dilapidated ?—A. I considered the government should rebuild it.

*By Sir Charles Hibbert Tupper :*

Q. When did you first represent to any officer of the government or any Minister of the Crown the arrangement you had with Sir Albert Smith ?—A. Well, I could not remember ; it was when some of these complaints came up in reference to the state of the bridge.

Q. When was that ?—A. Three or four years before the bridge went down.

Q. Can you fix it ?—A. About 1890.

Q. That was the first time you mentioned to any officer of the government the arrangement you had with Sir Albert Smith in 1875 ?—A. That was the first time.

*By Mr. Rosamond :*

Q. Is there any record of that agreement ?—A. It was a verbal agreement ; we have no record.

*By Mr. Powell :*

Q. Sir Albert Smith died in the year 1883 ?—A. I suppose that is the time.

Q. And the E. B. Chandler referred to in this receipt for \$150 has been dead ten or fifteen years also ?—A. I do not remember ; it is ten years anyway.

Q. And Sir Albert Smith had nothing to do with the Railway Department ; he was the Minister of Marine and Fisheries ?—A. But he was our representative.

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Q. And you never took any steps to have any record of the agreement in the Railway Department?—A. No.

Q. And the first time it bobbed up was when?—A. When it came to the surface, when necessity required it to be brought to the surface.

Q. After that long time, some nine years after the death of Sir Albert Smith?—A. Yes.

Q. In your letter to the former superintendent, Mr. Carvell, you stated the case to him, did you not?—A. Yes.

Q. Coming back to the state of the bridge, did you give it as your opinion that this \$150 was in lieu of some damages Mr. Chandler had previously suffered?—A. I supposed so from my conversations with Mr. Chandler.

Q. Now you say in your judgment it would have taken \$255 to repair the bridge? A. That was my belief.

Q. Now how did you think that for \$150 Mr. Chandler was to build a bridge to cost \$255?—A. I had my doubts whether that \$150 had reference to the bridge matter at all.

Q. But at all events whatever it had reference to would you have believed Chandler was to build that bridge to cost \$255 in consideration of the payment of \$150?—A. I cannot explain Mr. Chandler's position nor you.

Q. How long was it since that road across your farm was built?—A. I think before you or I was born.

Q. Mr. Chandler never rebuilt the bridge; this crossing was made in 1869?—A. Yes.

Q. Mr. Chandler never rebuilt the bridge?—A. No.

Q. He continued to use the roundabout way till he gave up the farm in 1875?—A. Yes.

Q. When you took the farm you agreed to reconstruct the bridge?—A. I tried to get the railway to do it, but when they wouldn't I did.

Q. From the time Mr. Chandler received the payment of \$150 he, Chandler, had abandoned the bridge and used a roundabout way?—A. Around the public road.

Q. Don't you think Mr. Chandler got \$150 for the bridge and for having to use the public road?—A. My opinion positively is that he did not take it in lieu of that bridge.

Q. In the correspondence reference is made to the floor. You never did any other repairs on that bridge?—A. Only to the flooring and the floor joists, that was all that was necessary.

Q. You knew within two days of the accident that the bridge was not safe?—A. I considered it not safe.

Q. Didn't you know that a considerable time before?—A. No; I did not.

Q. When it first came to your knowledge that the bridge was unsafe, you put a gate across it?—A. The gate had been across it always.

Q. But you locked the gate?—A. Yes.

Q. And instructed your men not to drive across it?—A. Yes.

Q. And these were your servants?—A. Yes.

Q. And they took your key?—A. Yes.

Q. And unlocked the gate?—A. Yes.

Q. And drove across that bridge?—A. Yes.

Q. And under these circumstances these cattle were killed?—A. Yes.

Q. And in this time, although you had taken over the bridge, you had never told the company about the lifetime of the bridge having run?—A. What do you mean?

Q. From the time in 1891 that you had undertaken to keep the bridge in repair, you had never notified the company that the bridge had run its time?—A. Not by letter but by conversation I had, and Mr. Archibald had said that if he could get an order he would put up an iron span.

Q. That was in 1890 or 1891?—A. That was in 1892 I think.

Q. In 1892 it appears by letter from Deboo that you undertook to fix that bridge?—A. I have already described that.

Q. That would refer to the covering?—A. No; to the bank sliding.

Q. Did you make any arrangements in pursuance of your conversation?—A. I went to the waterworks people and forced them to move the bent that had slid out.

Q. And from that time until your cattle were killed, you never put any expense on the bridge except on the flooring?—A. That was all that was necessary.

*By Mr. Foster :*

Q. When did you first approach Mr. Blair in reference to the payment of this claim?—A. In the winter of 1897, some time in February I think.

Q. At what time were you appointed on the railway?—A. On the 1st May, 1897.

Q. Your communication in March with Mr. Blair occupied what length of time?—A. I spoke to him twice I think, once I can say.

Q. Did he refer you to any officers?—A. He did not. I told him the papers were all in the department and he could see them there.

Q. Did you have any conversation with Mr. Pottinger from that time until the payment of the amount?—A. None that I remember. I think I might have spoken to Mr. Blair twice, once anyway.

Q. Was any officer of the department detailed to make any estimate of the value of the cows?—A. None that I know of.

Q. They just took your claim?—A. Yes.

Mr. COLLINGWOOD SCHREIBER being recalled testified as follows :

*By Mr. Foster :*

Q. From the time that the department refused this claim having the opinion of the Department of Justice adverse to it, was it brought to your notice from that time up to the time of the payment of the claim?—A. No; I think not.

Q. Did you in 1896 or 1897 have or direct any correspondence between your department and Mr. Killam, or any person in his behalf in reference to it?—A. I do not think so; all the correspondence is here.

Q. You feel certain that no letters were written by your department or at your order?—A. There were no letters but what are here.

Q. The matter was adjusted and negotiations leading to its payment were all carried on by Mr. Pottinger?—A. Yes, I think so.

*By Mr. Haggart :*

Q. When the matter was submitted to the Justice Department was all the information in the possession of your department placed at your disposal?—A. Yes.

*By Mr. Foster :*

Q. Who occupies the farm at the present time?—A. I really cannot tell you.

Q. Do you know what is the arrangement with reference to the maintenance of the bridge at the present time?—A. I cannot say; I do not know.

Q. Does Mr. Killam occupy the farm?—A. I cannot tell you.

*By Mr. Powell :*

Q. Is it not owned by young Jones?—A. I do not know; I have no idea.

Mr. AMASA E. KILLAM recalled.

*By Mr. Foster :*

Q. Do you occupy the farm?—A. No; it is occupied by Mr. Gurney Jones, Mr. Oliver Jones's son.

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Q. How long has he occupied the farm?—A. Two years.

Q. That is commencing when?—A. He commenced in 1897. This is the second year.

Q. What occupation has he of the farm, is he the sole occupant?—A. Yes, he bought the whole thing from me.

Mr. COLLINGWOOD SCHREIBER recalled :

*By Mr. Foster :*

Q. Has there been any correspondence at all with Mr. Jones, who it seems owns the farm, for these last two years?—A. Not that I am aware of.

Q. No correspondence of any kind?—A. No.

Q. Can you as chief superintendent tell me what is the present arrangement? You know that you have been mulcted in \$350, what is the arrangement now for the keeping of the bridge? Was Jones to do it or the department?—A. I cannot speak as to that.

Q. Who would know?—A. The Minister.

Mr. AMASA E. KILLAM recalled made the following statement :

I may say that the two bents, the foundations and the two stringers are there now just as when the bridge fell and everything I say can be verified by going there and examining it.

*By Mr Blair :*

Q. There is no bridge?—A. No.

The witness was discharged.

The Hon. A. G. BLAIR made the following statement to the committee :—

Having reference to this matter I would first make a statement with regard to the present situation. I have had several interviews with Mr. Jones, senior, who represented himself to me as owning the property. I did not know it was not himself who occupied it. Every time that I have been in Moncton I have had the pleasure of a call from Mr. Jones with reference to this subject and he has claimed that it is the duty of the department to restore the bridge and give him a crossing and he has appealed to me to come and make a personal inspection of it, because he is satisfied that on looking the ground over myself, and seeing the situation that I would be better able to understand the case and would be more likely to recognize without difficulty or trouble the claim that he should have this crossing put up. I have always been very busy on the occasions that I have been there, and although I intended to go I have not been able to, go and the matter remains open one way or the other until I get an opportunity to go with him and visit the site of the bridge. He has expressed himself to me as desiring to have the matter disposed of amicably, but in some way raising the question, as he contends that the department is liable to maintain the structure, and if the matter is not arranged to his liking to have it arranged by some judicial proceeding. I told him I was willing to have the matter looked into, and so far as the question now is concerned it remains open. Some time in the fall of 1897, as far as my recollection serves me, Mr. Killam brought this subject up. I think he spoke to me more than once. I think he spoke to me on two or three occasions about the claim, and in consequence of what he said I spoke to Mr. Pottinger, and I wrote that I was being pressed for consideration of this claim by Killam and I was anxious to have it disposed of. Mr. Killam put his case about as he put it here, that he had met with this loss, and I think very likely, as he says, he told me the papers in the office would show just how the matter stood. I recollect having the papers before me though I do not recollect having the letter Mr. Killam wrote before me, and I came to this conclusion, that the Department of Justice was in doubt whether the government

was not in duty bound to maintain that structure ; at all events if not to maintain the present one to keep the crossing there, and if the present structure became unfit for use to replace it ; that that was the custom and usage of the railway department in regard to these crossings. I gathered that from conversation with Mr. Pottinger and Mr. Schreiber, and the doubt that arose as to whether or not Mr. Chandler had in his arrangement with the department sold out, as it were, his right to this crossing. In looking over the papers I could not find that he had. This document went, it seemed to me, to look towards the erection of the then existing structure, but that did not amount, between the government on the one hand and the owner of the property on the other, to any disposal of their right to have the then structure maintained ; and with this doubt I dealt with this claim of Mr. Killam's as I was advised by the officers of the department that it was the custom to deal ; that where there was reasonable doubt it was always better to compromise matters. When it goes to law we never fail to lose ; if there is any possibility of litigation going against the government it is always sure to go, even where there is no jury to intervene, and we have to pay all claims right up to the handle. That I have always done ; for instance, if a fire occurs along the track and there is doubt whether the fire was caused by the locomotive, and it is not clear whether we are at fault, I have, after consultation with the officers of the department, acted on this principle that it is better to compromise. Of course if there is no case it is another matter.

*By Sir Charles Hibbert Tupper :*

Q. Just here I would interrupt to ask if you have pursued that where specific reference has been made to the Justice Department, and the decision comes back that it is not good in law?—A. Yes, I have. I have never paid any of them in full. I have paid them and shall continue to pay them so long as I have the present view. There are many questions that come up in running railways where the strict legal view will not hold, and where you may be absolutely sure that when it comes to a court and jury you will be mulcted ; and I do not think it is in the public interest that litigation should be encouraged.

Q. But should you not pursue the course of referring all such matters to the Justice Department?—A. You may often avail yourself of that ; when you are satisfied in your own mind there is no equity, nothing to appeal to the conscience of the tribunal, you can fall back on the Department of Justice, and it is a justification for you to say that the Department of Justice advises that we cannot pay the claim.

*By Mr. Powell :*

Q. In this case the Department of Justice said there was no claim?—A. I do not understand it so. I think an examination into the correspondence will show that my inference is correct, that there was an element of doubt about it, that there was no evidence in the department that Chandler sold his right to that crossing ; permanently surrendered it to the department.

Q. In the course of your administration of the Railway Department in the case of claims referred to the Justice Department, has it been the rule that you have taken the opinion of the Justice Department?—A. That is the general rule.

Q. Has the rule been infringed?—A. In this case.

Q. I do not mean this case?—A. I cannot recollect others at the moment.

Q. Cannot you recollect the most frequent case of loss arising from fires and loss from other causes?—A. Yes, I think so. I think I remember one, the matter of Wise, near Moncton, where the house and barns were burnt down.

*By Sir Charles Hibbert Tupper :*

Q. Was that not a case where the department advised a settlement?—A. I do not think so

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*By Mr. Powell :*

Q. That is in the last few months or years?—A. Yes.

Q. Do you know that it is the experience of the department that where it is not clear that the department is absolutely free from all possibility of claim, unless it is clear in the case of fires that the fires could not have been due to the railway, that it is better to settle in these matters on a compromise basis?—A. There may have been some cases, I can tell better by referring to the documents.

Q. If you will kindly rub up your recollection?—A. I will.

*By Sir Charles Hibbert Tupper :*

Q. Can you recollect a single case where the department paid, after a report of the Justice Department that the Railway Department was not liable for a single dollar?—A. I would prefer to look up the documents.

*By Mr. Foster :*

Q. Can you recollect where something like this occurs ; where the justice department says that in their opinion there is no case and then refers it to the discretion of the Minister?—A. I think in the matter of cattle killed this has been so.

### EXHIBITS

referred to in the Fifth Report of the Public Accounts Committee.

*(Exhibit No. 1.)*

INTERCOLONIAL RAILWAY,  
MONCTON STATION, April 10th, 1891.

P. S. ARCHIBALD, Esq.,  
Chief Engineer, I. C. R.

DEAR SIR,—I inclose you Foreman Ovid Lockhart's report referring to Mr. Killam's overhead bridge near the Irish Town road, East of Moncton, I told Foreman to see Mr. Killam, with reference to the bridge as I had been looking at it and find the bents that hold the bridge up very much out of plumb and should have something done with them with reference to straightening them up. Will I tell Mr. Killam to straighten them up or will we have to do it?

Yours truly,  
J. DEBOO.

*(Exhibit No. 2.)*

INTERCOLONIAL RAILWAY,  
MONCTON STATION, April 10th, 1891.

By Telegram,  
To MR. DEBOO.

DEAR SIR,—Mr. Killam, looked at the bridge crossing the railway near Irish-town road and thinks it is safe, but, as the bents are canted considerable now, I am afraid that when the frost goes out they will fall over and the bridge will come down on the track.

Yours,  
OVID LOCKHART,  
*Section Foreman, Sec. 38, Moncton.*



*(Exhibit No. 3.)*

INTERCOLONIAL RAILWAY OF CANADA,  
OFFICE OF THE CHIEF ENGINEER,

MONCTON, N.B., April 13th, 1891.

D. POTTINGER, Esq.,  
Chief Superintendent,  
Moncton.

DEAR SIR,—The overhead bridge erected by Mr. A. E. Killam, at the rear of his place is in a dangerous condition, and I think some repairs should be made to it.

This crossing I always understood was purchased from the late Edward Chandler, about 20 years ago, and the old bridge was taken down by the Railway Department. I am not able to find any agreement in regard to it on file, and Mr. Killam, evidently admitted there was such an agreement in existence before building the overhead bridge in question at his own expense. I believe that he now states that we should maintain this bridge. Will you instruct me as to what action shall be taken?

Yours truly,  
P. S. ARCHIBALD.

*(Exhibit No. 4.)*

INTERCOLONIAL RAILWAY OF CANADA,  
OFFICE OF THE CHIEF SUPERINTENDENT,

MONCTON, N.B., 19th June, 1891.

C. SCHREIBER, Esq.,  
Chief Engineer and General Manager Government Railways,  
Ottawa.

SIR,—The overhead bridge on Killam's farm, over Killam's cutting, near Moncton, is in such a state of decay that it will have to be rebuilt. It has always been stated that E. B. Chandler was paid for this crossing, and that we do not need to maintain this bridge. Mr. Killam tells Mr. Archibald that Chandler was paid \$250 in Mr. Carvell's time, in 1873 or 1874, to buy out the crossing, but we have had all the papers looked up, both in connection with construction and maintenance, since that time, and no record whatever of the payment can be found. Perhaps you remember something about the matter. I suppose, however, it is not at all likely that it is in any of the books in Ottawa, as they will only refer to the construction north of Moncton. Please give me any information there is, and also let me know what your decision is in regard to this bridge, and whether we are to rebuild it, or permit Killam to rebuild it, or what.

Your obedient servant,  
D. POTTINGER.

*(Exhibit No. 5.)*

MONCTON, N.B., 17th July, 1891.

LEWIS CARVELL, Esq.

SIR,—There is a matter that I am interested in, and I think you will remember something of it, which is the bridge across the Intercolonial Railway on my farm, over over what is known as the Chandler Hill cut just east of Irishtown road. If you remember, the bridge got bad and needed a new one along about 1872 or 3, and after some time you made an agreement with Chandler to rebuild the bridge for himself for about the sum of \$250 or perhaps \$245, which sum I understood you paid him, and he to build when he had a mind to, and he to do without the bridge till he did build with

## Public Accounts Committee.

out calling on the railway. In 1875, some time in February or March, I bought the farm of Chandler and moved on the place the 5th of April, 1875. I, along in the latter part of the year, asked to have the bridge rebuilt. The answer was Chandler had been arranged with to build a bridge for himself, and if I wanted a bridge I would have to build one for myself. I did build one, which has stood till now, but wants rebuilding. Now, I asked late Sir A. J. Smith to pay me for the bridge, and his reply was, Chandler had been paid for the bridge, and I could get nothing while this bridge lasted. Some time ago I asked to have the bridge rebuilt, and I was astonished to get the reply that the railway had bought out the right of the crossing. This I told Mr. Archibald was not so. I told him all the circumstances—how I had been consulted by Chandler as to what the bridge was worth to rebuild before he agreed on an amount, and further that the farm was so situated that I would not take \$1,000 and do without the bridge, and that I knew that Chandler would never consent to lose the crossing, so Mr. Archibald promised me to hunt up Chandler's agreement; and yesterday he told me that there was no trace of any agreement nor where the railway had ever paid Chandler anything. Of course Chandler is dead and can't be consulted. Of course my interest in the farm was sold, but I hope to be able before long to buy it back. I told Archibald that I would write you and see what you could remember about it. And it may be possible that Chandler did not get anything as he did not build the bridge. As I said before, Mr. Archibald says there is nothing to show that he got anything. You will excuse me writing at such length, but I wanted to give you some of the particulars peradventure it might refresh your memory. I know Chandler contracted for some of the timber with Aaron Wilson, and he got part of this timber.

Yours truly,

A. E. KILLAM.

MEMO.—The facts as herein stated, previous to 1875, are here correctly stated by Mr. Killam. Early in 1875—I do not remember the amount paid to Mr. Chandler, but the records will show—I know nothing of what took place after 1874. The papers should show the terms upon which the money was paid to Chandler.

L. CARVELL.

31st July, 1891.

I, of course know nothing about what was done after 1874.

L. C.

31st July, 1891.

I remember Mr. Killam speaking to me about the affair after I had left the railway service.

L. C.

31st July, 1891.

P.S.—All I know about this matter I have stated on the first page of this letter—It seems to me that unless the papers signed by Mr. Chandler, which must be on file in the office, explicitly states that the money paid him was damages for doing away with for all time the bridge. The bridge when wore out would have to be rebuilt by the railway.

L. C.

31st July 1891.

*(Exhibit No. 6.)*

INTERCOLONIAL RAILWAY,  
MONCTON STATION, 31st July, 1891.

P. S. ARCHIBALD, Esq.,  
Chief Engineer, I. C. R.

DEAR SIR,—In reply to yours of the 13th of April last, referring to Mr. Killam's overhead bridge, I would say I have spoken to him several times with reference to this matter, and he says he thinks he has nothing to do with repairing it, waiting your reply.

Yours truly,  
J. DEBOO.

*(Exhibit No. 7.)*

CHIEF ENGINEER'S OFFICE,  
9th September, 1891.

DEAR SIR,—I am instructed to call upon you to renew or put in proper repair the overhead bridge now used by you as a farm crossing.

The department claim to have purchased this crossing about the year 1874.

If the bridge is not kept in proper repair, I am instructed to have it torn down.

Yours truly,  
P. S. ARCHIBALD.

A. E. KILLAM, Esq.,  
Moncton, N.B.

*(Exhibit No. 8.)*

MONCTON, 9th September, 1891.

P. S. ARCHIBALD, Esq., C.E.,  
Engineer, I.C.R.

DEAR SIR,—I am in receipt of your favour of this date in respect to the overhead bridge on my farm, and in reply beg to state, that under the understanding I had with the Railway Department—and with the late Sir A. J. Smith (then Minister of Marine and Fisheries), in 1875, that as the Railway Department had arranged with the late E. B. Chandler, jr., to rebuild the bridge for himself when he owned the farm prior to 1875, that I was considered bound by the agreement made by and with Mr. Chandler to build the bridge during the life time of a wooden bridge, such as had rotted down,—that had been built when the railway had been first built,—therefore did not contend further, but built the bridge for the use of the farm, and now under that understanding had then, will make such repairs as is necessary to maintain the bridge in safety until a new bridge is necessary.

Yours truly,  
A. E. KILLAM.

*(Exhibit No. 9.)*

DEPARTMENT OF JUSTICE,  
OTTAWA, 27th September, 1891.

Secretary of the Department of Railways and Canals, Ottawa.

Sir,—Referring to your letter of 30th July last, No. 40837, I have the honour to return herewith file No. 61089, of the Department of Railways and Canals, which is as

## Public Accounts Committee.

inclosed therewith, and with respect to the matter as to which the advice of this Department is desired am to state as follows :—

It appears that a certain overhead bridge on Killam's farm over Killam's Cutting, on the line of the Intercolonial Railway near Moncton, N.B., erected by one E. B. Chandler, the original owner of the property, is in such a state of decay that it must be either removed or renewed. It is believed that the right to an overhead bridge at this point was bought out by the government some years ago from Mr. Chandler, for the sum of \$250, and it seems that no evidence of this can be procured. No receipt for the money or release of the right to a bridge can be found, and Mr. Schreiber states that his department is simply aware of the fact from having heard Mr. Brydges and Mr. Chandler both make the statement.

The point as to which advice is required seems to be : Is the government liable to maintain the bridge in question ?

Under the circumstances above stated it is material to a consideration of this point that the facts by reason of which it is assured that such a liability did exist previous to the supposed release from Chandler should be known. If it is admitted that, until released, the government was bound to maintain a bridge, and if no evidence of the release can be procured, the liability of the government practically exists still, but it may be worth while inquiring whether there are sufficient grounds for the assumption that any such obligation was ever undertaken by, or imposed upon the government. I should be glad to hear what Mr. Schreiber has to say as to this aspect of the case.

Query.—Whether the evidence of Mr. Chandler as to the purchase of his rights is available ?

I have the honour to be, sir,  
Your obedient servant,

ROBT. SEDGEWICK,  
*Deputy Minister of Justice.*

*(Exhibit No. 10.)*

CANADIAN GOVERNMENT RAILWAYS,  
OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,  
OTTAWA, 5th October, 1891.

A. P. BRADLEY, Esq.,  
Secy. Dept. Rys. and Canals,  
Ottawa.

SIR,—Referring to the Deputy Minister of Justice's letter of the 27th ultimo, upon the subject of the keeping up of the overhead bridge on Killam's farm, I may explain that as I understand the Intercolonial Railway is bound to give each property it severs a private crossing over the railway property either at rail level, by an overhead bridge or by an under crossing. When the old European and North American Railway between St. John and Point du Chêne was built in or about 1856, an overhead bridge crossing was made, and maintained by the railway until about 1874, when it was in a dilapidated condition, and it is said that Mr. E. B. Chandler sold out whatever right he had acquired for an overhead crossing for \$250, but no record can be found of any such transaction in the form of correspondence, voucher or otherwise, but Mr. Killam, the present owner of the farm, from Mr. Archibald's statement appears to be aware of the transaction and I distinctly remember both Mr. Brydges and Mr. Chandler speaking of it to me, unfortunately both these gentlemen are dead, and appear to have left no written word of the business behind them. This farm is abutted on one side by a public highway which crosses the railway giving access from one part of the property to the other and therefore possibly we could abandon the overhead bridge, which has

since 1874 been erected by Mr. Chandler and maintained by him until he sold the property to Mr. Killam, since which Killam has given it such repairs as it has received.

I have the honour to be  
Your obedient servant,  
COLLINGWOOD SCHREIBER.

(*Exhibit No. 11.*)

INTERCOLONIAL RAILWAY OF CANADA,  
MONCTON STATION, 11th March, 1892.

P. S. ARCHIBALD, Esq.,  
Chief Engineer Intercolonial Railway.

SIR,—I herewith return you letters 44550 referring to Mr. Killam's overhead bridge near Moncton. I notice in Mr. Taylor's letter he says a sudden change of weather might move the sills and cause a fall of the bridge, I think he should make some temporary repairs at once until he can properly repair it. I was by there to-day and do not notice any change in sills, but of course the frost is not out yet, I was speaking to Mr. Killam to-day about bridge and he says he intends to fix it as soon as frost goes out.

Yours truly,

J. DEBOO.

(*Exhibit No. 12.*)

EUROPEAN AND NORTH AMERICAN RAILWAY,  
Dt. to E. B. CHANDLER.

1869.

Aug. 27. To this amount allowed for rebuilding bridge on farm crossing  
at "Chandler's Cutting," near Moncton, in full of all claims past,  
present and future..... \$150.00

27th Aug., 1869.

Approved.

L. CARVELL.

Received of the European and North American Railway in full of the above account, the sum of one hundred and fifty dollars, 27th day of August, 1869.

E. B. CHANDLER.

The above is a correct copy of voucher 106 E. & N. A. R. W.

27th August, 1869.

T. WILLIAMS,

*Chief Accountant and Treasurer, I.C.R.*

(*Exhibit No. 13.*)

#### RAILWAYS AND CANALS.

Received July 20th, 1894.

SECRETARY'S OFFICE, MONCTON, N.B., July 17th, 1894.

JOSIAH WOOD, Esq., M.P.,  
Ottawa, Ont.

SIR,—You have doubtless heard of the Farm Bridge across the I. C. R. on my farm breaking down last Sunday morning at 6.10, just after the express had passed on

## Public Accounts Committee.

to Halifax, and my herd of Jersey cows, five of them in number and a bull (1. 1 urt), went down twenty-four feet with the falling bridge. Two cows were killed instantly, and the remaining three so badly injured that they were utterly worthless, in fact so far as the profit is concerned it would have been better had they all been killed, as any person would say upon seeing them. I have filed a claim here with Mr. Pottinger, and herewith send you a copy of same to submit to the Minister of Railways and ask him for a settlement of the claim. I have been thirteen years in getting this herd together, and they were all first-class cows, as I have been very careful in selecting them. I suppose you saw a report of the test of the milk made last week at the new cheese factory at Fox Creek. You will see in last Friday's *Times* and Saturday's *Transcript* a report of the test above mentioned. You will kindly see that the proper authorities take immediate steps to have the bridge rebuilt. I suppose you will soon be home.

Yours truly,

A. E. KILLAM.

(*Exhibit No. 14.*)

“TRANSCRIPT,” July 14th, 1894.

“A FINE HERD.

“The St. Anselme factory, Fox Creek, is supplied with a Babcock tester. Mr. A. E. Killam, M.P.P., had the milk of his herd of Jerseys tested, the result being as follows:—No. 1 cow, 7 per cent of butter fat; No. 2 cow, 5.60 per cent; No. 3 cow, 7 per cent; No. 4 cow, 7.40 per cent; No. 5 cow, 6.20 per cent; No. 6, a heifer, 5.40 per cent. Average,  $6\frac{1}{3}$  and 8 points. As a good average by this test is 4 per cent, Mr. Killam appears to be possessed of a valuable herd.”

MONCTON, N.B., 17th July, 1894.

D. POTTINGER, Esq.,

Chief Superintendent of the Intercolonial Railway.

I beg to notify you that my herd of Jersey cows were killed and destroyed while crossing the farm road bridge that crosses the Intercolonial Railway from my buildings to the back part of the farm. Five cows and a young bull went down with the bridge. The cows were killed and destroyed but the bull was not hurt. The height of the bridge above the track was about twenty four feet. I claim from the Intercolonial Railway five hundred dollars in damage, and this would not fully compensate me for the loss sustained. Taking the cows by the number that their milk was tested last week at the Fox Creek cheese factory, viz., one to six. Nos. 2 and 4 were killed instantly, No. 1 has her shoulder badly broken and a rupture in her belly six or eight inches long, so as to make a bust on her about twenty inches over, so that this cow is utterly worthless, and I do not think she can live any time. Cow No. 3 has her hip bone broken and otherwise injured in so many places that she is worthless. Cow No. 5 has her tail bone broken where it unites with the back-bone, and so badly injured in many other places that she is of little or no value. This cow being only three years old may recover so as to be of some value another year. They all fell about twenty-four feet, as the flooring of this bridge was about that distance above the railway track. The bridge was built in September, 1875, therefore is nineteen years old, and has never had a dollar's worth of repairs during that time. I hope you will lose no time in paying me for the destruction of my property.

Yours truly,

A. E. KILLAM.

*(Exhibit No. 15.)*DEPARTMENT OF RAILWAYS AND CANALS,  
OTTAWA, 30th August, 1894.A. E. KILLAM, Esq.,  
Moncton.

SIR,—With reference to your claim against this department for compensation for cows killed and injuries by the collapse of the overhead bridge across the Intercolonial Railway on your farm at Moncton, which claim has been presented by Mr. J. Wood, M.P., I am directed to inform you that the claim cannot be entertained.

I am, sir,  
Your obedient servant,

JNO. H. BALDERSON,  
*Secretary.*

*(Exhibit No. 16.)*

MONCTON, N. B., 1st August, 1894.

D. POTTINGER, Esq.,  
General Manager,  
Moncton.

DEAR SIR,—Referring to your letter of the 27th ultimo in regard to the claim of Mr. A. E. Killam for a number of cattle killed by the breaking down of an over-head bridge near Moncton on the 15th ultimo, I inclose herewith all the correspondence in connection with this structure. It seems to me that it is a matter altogether for the Justice Department to deal with.

The question of the maintenance of this bridge was up in 1891, and I was instructed per your memo. on Mr. Schreiber's letter of the 27th of August, 1891, to call upon Mr. Killam to renew the bridge, and if he refused to do it to tear it down. I accordingly notified him on the 9th of September, 1891, (as per copy of letter herewith attached). He acknowledged his responsibility for the maintenance of the present structure during its lifetime, as per his letter of the 9th of September, 1891, herewith attached, and made such repairs as we then considered necessary to make it safe. The trackmaster was instructed to watch it carefully and have it removed, or necessary repairs made to keep it safe. About two years ago Mr. Killam had a gate put across the centre of it, and we understood it was not to be used except for foot passengers.

I am satisfied the intention and expectation of the department was that this crossing had been purchased outright when the \$150.00 was paid to Mr. E. B. Chandler in 1869, although the wording of the receipt is not as clear as it might have been. The old bridge remained in service some years after the purchase in 1869, and I believe was taken down about the time that Mr. Killam purchased the property in 1875.

Mr. Killam was aware of the sale of the bridge or crossing, or both, to the government, and proceeded to erect an overbridge for his own private purposes, making no demands of any kind on the department to the best of my knowledge.

I think it would be well to have the question of the responsibility for the new bridge settled at the earliest possible date, as if left for any length of time, and it should be decided that the bridge should be erected and maintained by the department, Mr. Killam might make up a very considerable claim for damages on account of being deprived of the use of the bridge.

Yours truly,

P. S. ARCHIBALD.

## Public Accounts Committee.

(*Exhibit No. 17.*)

OFFICE OF THE CHIEF ENGINEER OF RAILWAYS AND CANALS.

OTTAWA, 4th September, 1894.

J. H. BALDERSON, Esq.,  
Secretary Rys. and Canals,  
Ottawa.

SIR,—I send you herewith copies of papers with reference to the claim of Mr. A. E. Killam for cattle alleged to have been killed by the breaking down of the overhead bridge on the Intercolonial Railway near Moncton. This appears to me to be altogether a legal question. I return you numbers 61953 and 61920.

I am, sir,  
Your obedient servant,

COLLINWOOD SCHREIBER,  
*Chief Engineer.*  
L. K. J.

DEPARTMENT OF RAILWAYS AND CANALS.

OTTAWA, September 17th, 1894.

E. L. NEWCOMBE, Esq.,  
Deputy Minister,  
Dept. of Justice.

SIR,—I have the honour, by direction, to forward herewith papers relative to the claim of Mr. A. E. Killam for compensation (\$500) for cattle alleged to have been killed by the breaking down of an overhead bridge on the I. C. R. near Moncton.

From these papers you will see that the question has already arisen as to the liability of the government to maintain the overhead bridge in question, and the matter was referred to the then Deputy Minister of Justice, in July and October, 1891, for advice, but this department does not appear to have received any definite opinion on the subject.

Mr. Killam now asks that he be now compensated for the alleged loss of his cattle, and this question seems to hinge on the first question raised, viz., as to the liability of the Crown to maintain the bridge.

I have the honour to be, sir,  
Your obedient servant,

JOHN H. BALDERSON,  
*Secretary.*

OTTAWA, 26th November, 1894.

The Secretary Department of Railways and Canals, Ottawa.

SIR,—Referring to your letter of the 17th September last, and previous correspondence relating to the overhead bridge on Killam's farm, I have the honour to state that, so far as am aware, there is no legal obligation upon the government (*aside from contract, and it is not suggested that there was any contract here,*) to maintain or provide crossings for proprietors of lands adjoining government railways, although it would appear to be the practice to furnish such crossings. See the case of Falconer vs. The Queen, 1- Exch. C. R., 82.

In the present case, if claim were made for the loss of Mr. Killam's cattle, and the matter came before the courts, it could probably be established that any right that there



may have been to have a bridge provided and maintained was abandoned for valuable consideration, and no longer exists, but even if this were not shown and it were not shown that, by contract or otherwise, the government was bound to provide and maintain a bridge, there would in my opinion be no liability on its part to compensate Mr. Killam for the cattle lost by him under the circumstances detailed in the correspondence.

Papers returned herewith.

I am, sir,

Your obedient servant,

E. L. NEWCOMBE,

*Deputy Minister of Justice.*

DEPARTMENT OF RAILWAYS AND CANALS,

OTTAWA, November 29th, 1894.

D. POTTINGER, Esq.,

General Manager Government Railways, Moncton, N.B.

SIR,—Referring to your claim of Mr. A. E. Killam for compensation for cattle alleged to have been killed by the breaking down of the overhead bridge on the I. C. R. near Moncton, I have to inform you that all the papers having reference to the claim were forwarded for the opinion of the Minister of Justice as to the liability of the Crown in this matter, and that a report (copy of which is inclosed herewith) has been received from that department, dated the 26th inst., setting forth that under all the circumstances of the case no liability attaches to the Crown to compensate Mr. Killam for his alleged loss.

I am, sir,

Your obedient servant,

JNO. H. BALDERSON,

*Secretary.*

(*Exhibit No. 18.*)

MINISTER'S OFFICE.

OTTAWA, 17th March, 1897.

D. POTTINGER, Esq.,

General Manager, Government Railways, Moncton, N.B.

DEAR MR. POTTINGER,—Perhaps you have forgotten about the Killam matter. I mentioned to you awhile ago that I thought it desirable a settlement should be made with him for the cattle killed at the bridge, and you might kindly give the subject your attention.

Yours faithfully,

ANDREW G. BLAIR.

(*Exhibit No. 19—Cheque.*)

1896-7.

Intercolonial Railway,

\$350.00

MONCTON, N.B., 18th March, 1897.

To the Bank of Montreal, Ottawa, Ont.

Pay to the order of A. E. Killam, Moncton, the sum of three hundred and fifty dollars, for chrs. for cows killed and injured. Voucher No. 5602.

F. WILLIAMS,

*Chief Accountant and Treasurer.*

D. POTTINGER,

General Manager.

## Public Accounts Committee.

### INTERCOLONIAL RAILWAY.

Date of rendering Account, 189

Dr. to A. E. KILLAM,  
P. O. Address, Moncton, N B.

Date of Service.	Order No.	Particulars.	Amount.
March 17.		To compensation and in full payment of claim for two Jersey cows killed and three injured by bridge over the Railway falling, on the 14th July, 1894.....	\$350 00

W. N. R.

(Signed in duplicate.) 5602

Received of the Intercolonial Railway, in full of the above account, the sum of three hundred and fifty dollars, 20th day of March, 1897.

A. E. KILLAM.

(*Exhibit No. 20.*)

AUDITOR GENERAL'S OFFICE, CANADA,  
OTTAWA, October 8th, 1897.

D. POTTINGER, Esq.,  
Chief Supt. I. C. R., Moncton, N.B.

SIR,—In the expenditure for working expenses of Intercolonial Railway for 1896-97, I notice the following payment to Mr. A. E. Killam, of Moncton, N.B., under the date of March 17th, 1897 :—

Compensation and in full payment of claim for two Jersey cows killed and three injured by bridge over the railway falling, on the 4th July, 1894.....	\$350
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Please give a full description of the accident, and the reasons why payment was deferred for nearly three years.

A claim of such age should have been submitted to the Governor in Council.

In cases of this kind, the voucher should always include a certificate from some valuator with practical knowledge.

I have the honour to be, sir,  
Your obedient servant,

J. L. McDOUGALL,  
*Auditor General.*

(*Exhibit No. 21.*)

INTERCOLONIAL RAILWAY OF CANADA.  
OFFICE OF THE GENERAL MANAGER,  
MONCTON, N.B., 12th January, 1898.

C. SCHREIBER, Esq., C.M.G.,

Deputy Minister and Chief Engineer, Railways and Canals, Ottawa.

DEAR SIR,—Herewith I send you all the papers in connection with the claims of A. E. Killam for cattle killed.

This claim was paid by the wish of the Minister, after he had, I presume, looked into the matter, as I referred him to the papers.

You will see that the Auditor General is inquiring with reference to it. I got the papers back from the secretary of the department, so as to enable me to reply to the Auditor General's letter. I now return you these papers. No. 71195 and 52177, and I also send you the two letters of the Auditor General dated October 8th and November 13th, asking for an explanation.

I inclose to you the letter that I have written in answer to these letters of the Auditor General, and I will be obliged if you will look over it, and if you consider it all right if you will put it in the mail for the Auditor General.

You will know whether the Minister will care to see what is being done in regard to this matter now.

Your obedient servant,  
D. POTTINGER.

Answer and send letter to Auditor General.

*(Exhibit No. 22.)*

Sketch of overhead bridge at Killam's cutting.

# Public Accounts Committee.

## APPENDIX No. 2*b*.

COMMITTEE ROOM,  
OTTAWA, Monday, 30th May, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Sixth Report.

Your Committee have had under consideration the accounts, vouchers and other papers in connection with certain payments made to the Baie des Chaleurs Railway Company as set forth on pages R—4, 281, 282, 330, 331 and 344 of the Report of the Auditor General for the year ended 30th June, 1897; and in connection therewith have examined the Deputy Minister of the Department of Railways and Canals under oath, and for the information of the House report herewith the evidence given by him and the exhibits filed during his examination; and your Committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

J. McMULLEN,  
Chairman.



## Public Accounts Committee.

# EVIDENCE

### RE PAYMENTS TO BAIE DES CHALEURS RAILWAY COMPANY.

COMMITTEE ROOM, Wednesday, 18th May, 1898.

The Committee met at 11 a.m., Mr. James McMullen, in the chair.

Mr. COLLINGWOOD SCHREIBER, being called and sworn, testified as follows:—

*By Mr. Foster:*

Q. Mr. Schreiber, are you acquainted with the circumstances in connection with the operation of the Baie des Chaleurs Railway, so called, by the government?—A. Not in detail.

Q. But you have a general knowledge of it?—A. Yes.

Q. What time was that railway operated by the Department of Railways and Canals?—A. From the 31st December, 1896, until June, 1897.

Q. A period of five months?—A. Yes.

Q. Was there any Order in Council passed with reference to the government undertaking the operation of that road?—A. Yes.

Q. Have you the Order in Council with you?—A. I have. (Produced and filed as Exhibit No. 1.)

Q. This is an Order in Council dated 19th November, 1896, which is the authority under which you operated the road?—A. It is.

Q. It reads as follows:—

*EXTRACT from a Report of the Committee of the Honourable the Privy Council approved by His Excellency on the 19th November, 1896.*

“On a report dated 17th November, 1896, from the Minister of Railways and Canals, stating that the Atlantic and Lake Superior Railway Company have made application for a re-vote of the subsidies granted to the Great Eastern Railway Company towards the construction of a railway from Sorel to Chaudiere Junction, and also for the subsidy of \$3,200 per mile for the extension of the Baie des Chaleurs Railway from Paspédiac to the Gaspé Basin, and have prayed that the amount of the several bonuses given by Dominion government and the municipalities and provincial government may be taken and held by the government of Canada as a fund out of which to guarantee and pay interest on the company's issue of bonds as authorized by their charter, and in accordance with the scheme outlined in the company's proposals.

“The minister observes that in promoting the application the company have pointed out that the Baie des Chaleurs Railway is at present in the hands of sequestrators under proceedings pending in the courts of the province of Quebec, and is therefore not in running operation, greatly to the injury of the section of the country through which the road passes, and it is represented by the president, directors and other persons who have been heard by the sub-committee of the Privy Council in support of the application of the Atlantic and Lake Superior Company that the operating of the said railway during the winter will be of immense benefit to the locality through which it runs and it will be a valuable feeder to the Intercolonial Railway, and they

add that arrangements are practicable and could be made, if approved by your Excellency in Council, between the courts having the sequestration proceedings before them and the department of Railways and Canals.

“The minister has to add that, in proposing that the government should take over and operate the Baie des Chaleurs Railway for the coming winter, it was strongly represented to the sub-committee of the Privy Council that the road was in good safe working condition and was provided with sufficient rolling stock in good serviceable condition and should be operated for the winter season by the Department of Railways and Canals as a branch or feeder to the Intercolonial Railway, not only without loss to the government but so as to produce a balance over working expenses.

“The minister, in view of the above representations as to the condition of the said railway and as to its earning capacity if operated during the coming winter season, and in view of the other representations made to the sub-committee on the hearing of the application of the Atlantic and Lake Superior Railway Company, recommends that it be ordered that an examination of the Baie des Chaleurs Railway be caused to be made, with a view to ascertaining whether the same is in good safe working condition without requiring any present considerable outlay, and whether there is available a sufficient supply of suitable rolling stock for the purposes of the railway, and that upon its being so ascertained the Minister of Railways and Canals be empowered to enter into an agreement with the proper officers or person having authority in the premises to take over the said railway for such period as may be agreed upon, not exceeding six months from the date of such agreement, and upon such agreement being entered into to take over and operate the said railway, and to retain to the sole uses of the Department of Railways and Canals all receipts derived from the said railway, and to make such usual and necessary outlays in the running of the said railway as may be incident thereto, and so far as the Parliamentary Appropriation Act may allow, and that the Atlantic and Lake Superior Railway Company and all other persons interested therein are to take notice that neither the said agreement, if entered into, nor this minute of Council, nor the taking over and operating of the said railway are to be understood as committing the government or the Department of Railways and Canals to any further acceptance of the said company's general proposal now under submission to the government, than is hereby expressly approved, or to any parts thereof, nor as implying any engagement on the part of the government to renew or continue beyond the term aforesaid the arrangement respecting the operating of the said railway.”

Was there any other Order in Council besides this operating as authority for your taking over the railway?—A. No.

Q. Now, it is recommended in this by the minister that it is represented by the company in short, “that the road was in good safe working condition and was provided with sufficient rolling stock in good serviceable condition and could be operated for the winter season by the Department of Railways and Canals as a branch or feeder to the Intercolonial Railway, not only without loss to the government but so as to produce a balance over working expenses.” The minister suggests an investigation as to these allegations, was any official appointed to do so?—A. Yes.

Q. Who?—A. Mr. Ridout.

Q. And did Mr. Ridout visit the road?—A. He did.

Q. At what time?—A. The early part of December.

Q. And made a report thereon?—A. Yes.

Q. What is the substance of Mr. Ridout's report thereon?—A. Here it is (produced and filed as Exhibit No. 2).

Q. You are familiar with it, what does it say?—A. I find there were two officers appointed, Messrs Thomas Ridout and H. Beauchemin.

Q. What was the date?—A. 4th December, 1896.

Q. And what is the purport of their report?—A. They state that there were certain repairs necessary before the road would be in a safe condition to operate.

Q. And that it was not in a safe condition to operate?—A. Yes.

Q. What repairs did they say were necessary?—A. The widening of banks and ditches, culverts to be built, ballasting to be done, also fencing, some public road

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crossings to be finished, engine house to be finished, and various works of that kind. They say :—“ We have personally inspected the railway from Metapedia—junction with Intercolonial Railway—to New Richmond, sixty-eight miles. From New Richmond to end of track—eightieth mile—we have found it practically impossible to inspect, owing to a greater quantity of snow on the track, and to the unsafe condition of the trestles over one of the branches of the little Cascapedia River being damaged by ice. This last part of the railway was built in 1893 and is in good condition, but from information—reliable sources—requires snow fencing as per estimate attached. There is some right of way remaining unsettled, the amount of which we are unable to state without consulting the books of the company. As a whole, we have found the road bed in a thoroughly good condition though most of it built—and somewhat neglected—since 1886-87, this being practically due to the fact that the formation is mostly gravel. In order to facilitate matters we have divided up the line in ten-mile sections, giving details of repairs required to be done, together with estimates of cost for each section.” Then follow the details of their inspection.

Q. Did you have any report as to rolling stock?—A. My recollection is that Mr. Brown, the mechanical superintendent of the Intercolonial, as regards the rolling stock examined it, but these gentlemen only went into matters outside of rolling stock.

Q. Did they give in any estimate of cost?—A. They give it all in detail here.

Q. What is the total cost of putting the road in safe working order?—A. \$86,804.

Q. That is, they report that in order to put this road into a good safe working condition there was the necessity of an outlay of \$86,804?—A. It appears so.

Q. As chief engineer, what would be your opinion of the allegation of the company, as the minister says it was made, contained in these words, “that the road was in good safe working condition and was provided with sufficient rolling stock in good serviceable condition and could be operated in the winter season by the Department of Railways and Canals as a branch or feeder to the Intercolonial Railway Company, not only without loss to the government but so as to produce a balance over working expenses”? Is it your opinion that in the new light of that report of the engineers that this statement was warranted?—A. That it was in good condition? No, it was not.

Q. That as a matter of fact it required \$86,804 to put it in good condition?—A. Yes.

Q. With reference to the rolling stock have you Mr. Brown's report there?—

A. Yes. There it is; I have it here. (Exhibit No. 3.)

Q. And what is the purport now of Mr. Brown's report as regards rolling stock?—

A. That it would cost \$6,700 to put it in a safe and serviceable condition.

Q. Then, in brief, the report of the engineer's department was that it would cost \$86,000 to put the road into safe working condition and \$6,000 odd to make the rolling stock adequate to the work? Is that a correct statement Mr. Schreiber?—A. No. I read from the endorsement on the back. It does not seem to be so. I see in the body of the report is says: “Summary of estimate of repairs required to put such part of the rolling stock of the Baie des Chaleur Railway as can be accepted into thorough good repair and up to Intercolonial standard.

Repairs to one locomotive .....	\$ 2,700 00
Repairs to passenger cars .....	3,777 20
Repairs to box cars .....	1,647 00
Repairs to platform cars .....	9,316 00
Repairs to snow ploughs and flangers .....	550 00
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Making a total of..... \$17,991 20

That is to bring it up to the standard of the Intercolonial.

*By Mr. Dobell :*

Q. What is the date of that?—A. The 1st of December, 1896.

Q. And what is the date of Mr. Ridout's report?—A. The 4th of December, 1896.



*By Mr. Foster :*

Q. That estimate is seventeen thousand nine hundred and what ?—A. \$17,991.20. Then it appears to have been referred back to him.

Q. To Mr. Ridout ?—A. To Mr. Brown, and that is how the \$6,700 comes, I see.

Q. I will read this letter to you on the subject. " Referring to your telegram of the 9th."—then after that report was received there was a telegram between the minister and Mr. Brown ?—A. It must have been from me I think. That was it.

Q. I read this. " Referring to your telegram of the 9th asking what it would cost to put the rolling stock on Baie des Chaleurs Railway in safe and serviceable condition, confirming my telegram of date, one locomotive only is fit for service, ordinary repairs to it without Westinghouse air brakes and modern improvements will cost twelve hundred dollars (\$1,200) and will take six weeks to do them. To make the passenger stock of four coaches fit for service, excluding painting, steel tired wheels, Westinghouse air brakes and steam heating will cost six hundred dollars (\$600).

To put six box cars and thirty one platform cars, one flanger, and one snow plough into running order, without painting, Westinghouse air brakes, or vertical couplers, will cost forty nine hundred dollars (\$4,900). Total cost six thousand seven hundred dollars (\$6,700).

Yours truly,

FRANCIS R. G. BROWN,  
Mechanical Superintendent.

Now, what would this \$6,700 do to the rolling stock ?—A. It would put the rolling stock I referred to here into good working order.

*By Mr. Dobell :*

Q. Was that in addition to the \$17,000 ?—A. No, in addition to the other.

*By Mr. Foster :*

Q. The \$17,000 was his estimate of what it would cost to bring the road up to what it should be ?—A. Up to the standard of the Intercolonial Railway of Canada.

Q. After these reports were received was there any Order in Council passed. Were you asked to make any report to the minister ?—A. No.

Q. And no report was made by you to the minister ?—A. No.

Q. And no Order in Council that you have any knowledge of was passed afterwards, after the receipt of that information ?—A. No.

Q. On that Order in Council then, you were, I suppose, instructed to arrange for the operation of the road ?—A. I see there were some letters passed between the department here and Mr. Pottinger in relation to it. (Exhibit No. 4.)

Q. What were these ?—A. On the 23rd December, 1896, I wired to Mr. Pottinger " Commence running regular trains one each way daily on the Baie des Chaleurs Railway with one engine, one passenger car, and two or three freight cars. Have it run as part of the Moncton and St. Flavie Division keeping separate accounts.

COLLINGWOOD SCHREIBER."

Then on the 24th I addressed Mr. Pottinger. (Exhibit No. 5.)

To D. POTTINGER, Esq., Moncton, N.B.

MY DEAR SIR,—I wired you yesterday to arrange at once to operate the Baie des Chaleurs Railway as part of the Moncton and Ste. Flavie District. This letter is merely to confirm those instructions.

The accounts for the maintenance and operation of this road are to be kept distinct from the Intercolonial Railway accounts but no extra clerical service is to be employed in doing it.

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The road is to be operated in the most economical manner and with the least possible outlay.

The instructions are to work it until April next and no longer unless further directed to do so.

There is to be a mixed train daily each way and no more.

The Intercolonial Railway is to provide the rolling stock as follows, viz. :—

One locomotive, one passenger car, two box cars, two platform cars, one snow plough and one flanger : for through business in freight of course Intercolonial Railway cars will be employed as on other branch roads or roads connecting with the Intercolonial Railway. It is thought that the stations could be occupied by section men upon same conditions as upon Intercolonial Railway. Some section men will of course be required, but as there will be only one slow train a day, it is thought you will consider a small number sufficient ; they will be under Mr. Rennie, Road Master of Intercolonial Railway. If any further information is necessary, please to ask me for it.

I am, yours truly,

COLLINGWOOD SCHREIBER.

Q. Were there any other letters of instruction ?—A. Not at that time. Then on the 12th February, 1897, there was this to Mr. Pottinger from Mr. John H. Balderson, Secretary of the department. Evidently a letter had come from Mr. Pottinger which drew this out, I imagine, probably on some matters in regard to the road-bed, the inspection of the road-bed. The letter reads (Exhibit No. 6).

SIR,—I am directed to acknowledge the receipt of your letter of the 6th instant, covering a report from Mr. Archibald, dated the 4th February on some matters in regard to the road-bed and structures of the Baie des Chaleurs Railway. In reply I am to state that the department is of opinion that the operation of the road should not have been undertaken until all was safe. The government only undertake to operate it until April, and only such repairs should be made as are necessary to keep it in a safe condition to that date.

Q. Have you Mr. Archibald's report ?—A. I do not know. I do not appear to have it. There must be such report.

Q. Will you be good enough to send that report to the clerk of the committee ?—A. I will. Then I see on the 29th May the acting secretary of the department, Mr. L. K. Jones, addressed Mr. Pottinger. He says (Exhibit No. 7).

By direction I have to inform you that intimation has been received from the Atlantic and Lake Superior Railway Company of their intention to resume, on the 1st June next, the working of the Baie des Chaleurs Railway.

I am to instruct you accordingly to hand over the said section to the company on the night of the 31st inst., first removing all government property that may be thereon.

Q. That evidently closes the case as far as instructions are concerned ?—A. Yes.

Q. Then, Mr. Schreiber, what is your answer to this question : was the Baie des Chaleurs Railway, at the time it was taken over or just before when negotiations were going on, in proper condition for working as regards track and rolling stock ?—A. So far as we were aware up here it was, but from that report of Mr. Archibald's I presume there must have been something wanting.

Q. But according to the report of Messrs. Ridout and Beauchemin, made in December, what would be your opinion ?—A. Oh ! According to them it was not in good safe working condition.

Q. I am putting you a question as to the statement of the company to the minister and mentioned in the Order in Council :—“ The road was in good safe working condition and was provided with sufficient rolling stock in good serviceable condition and could be operated during the winter season by the Department of Railways and Canals as a branch or feeder to the Intercolonial Railway, not only without loss to the government but so as to produce a balance over working expenses.” Now, in view of all these reports what is your opinion ?—A. At that time it was not.

Q. And in order to put it in good working condition what, in brief, was done?—  
A. Well, a large amount of work was done by the company, not the government.

Q. On the track?—A. Yes.

Q. All done by the company and paid for by them?—A. Yes.

Q. With reference to rolling stock what was done?—A. I think there was an engine, passenger car, and a couple of box cars lent by the Intercolonial Railway.

Q. In addition to theirs?—A. Yes.

Q. And was this stock repaired as mentioned by Mr. Ridout?—A. I do not think much of it was done.

Q. Practically the road was run with the Intercolonial Railway rolling stock?—  
A. Yes.

Q. Was any agreement entered into between the government or the Department of Railways and Canals and the company who owned the Baie des Chaleurs Railway for its operation?—A. No.

Q. No agreement made?—A. No.

Q. No contract made?—A. No.

Q. Then you did not carry out the Order in Council?—A. Not in that respect.

Q. The Order in Council recites:—"The minister recommends that it be ordered that an examination of the Baie des Chaleurs Railway be caused to be made, with a view to ascertain whether the same is in good safe working condition without requiring any present considerable outlay, and whether there is available a sufficient supply of suitable rolling stock for the purposes of the railway, and that upon its being so ascertained the Minister of Railways and Canals be empowered to enter into an agreement with the proper officers or person having authority in the premises to take over the said railway for such period as may be agreed upon, not exceeding six months from the date of such agreement." No such agreement was made?—A. No.

Q. No contract was made?—A. No.

Q. No further authority of council was got by Order in Council?—A. No.

Q. Do you consider that the Baie des Chaleurs Railway was in any way, shape, or form part of the Intercolonial Railway?—A. No. We merely operated it as part of the Intercolonial Railway.

Q. But antecedent to that was it part and parcel of the Intercolonial Railway?—  
A. No.

Q. Was it any more part of the Intercolonial Railway than the Grand Trunk is?—  
A. No.

Q. Or the Canadian Pacific?—A. No.

Q. What vote had you for the operation of a completely alien railway company, alien in the sense that it was not part of Intercolonial?—A. I forget whether we had a vote for the operation of that. I could tell by the supply bill of that year.

Q. As a matter of fact there was no vote, but I want your statement?—A. I will look it up for next meeting.

Q. Would you have supposed that you had a right to take an appropriation made for the Intercolonial Railway and divert part of it to the operation, say, of a portion of the Grand Trunk Railway?—A. No.

Q. Do you think then that you would have had the right to take a vote devoted to the Intercolonial Railway and divert part of it to the operation of the Baie des Chaleurs Railway?—A. I suppose we did; we did not suppose we were doing wrong.

Q. But you had no vote?—A. No.

Q. You did not consider the vote for the Intercolonial could be used for an alien railway?—A. I did not think when the vote was taken there was anything like that in view.

Q. What made you divert a portion of the money to operating this road?—A. I must have had instructions.

Q. From whom?—A. From the Minister.

Q. Have you these instructions in writing?—A. No.

Q. They were verbal?—A. Yes.

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Q. You were simply told by the minister to go on and operate it, and pay for it out of the Intercolonial Railway vote?—A. I cannot say so from memory, but I would not have done so without instructions.

Q. That is your impression?—A. Yes.

Q. How many months was this road operated?—A. From the end of December to the 1st of June.

Q. How much money was expended in the operation?—A. Oh! there must have been an appropriation for this, I think. What makes me say so is that here now I see a memorandum of mine on a paper. (Exhibit No. 8).

Q. That was after the appropriation was made?—A. My memorandum is: "approved for payment in so far as the appropriation of \$18,500 will permit."

Q. I am speaking as to the time when you commenced?—A. Oh! there was none then.

Q. You are clear on that?—A. Yes, I am clear on that.

Q. How much money did you spend on the operation of the road in these five months?—A. \$18,679.97.

Q. To what appropriation was that charged?—A. I see my certificate on this: "Approved for payment in so far as the appropriation of \$18,500 will permit."

Q. Of what date?—A. 26th July, 1897.

Q. That was after the appropriation, but the road was operated from December to June; I suppose the employees were paid?—A. In the meantime it was charged to the Intercolonial Railway.

Q. It was charged to the Intercolonial Railway vote?—A. Yes.

Q. What was the revenue that you received from the road during these months?—A. \$6,725.08.

Q. What was done with that money?—A. It was paid into the credit of the Receiver General.

Q. And when you made up the accounts how did you keep the Intercolonial Railway free?—A. By transfer of account.

Q. Paying it out of the appropriation got in July, 1897?—A. Yes.

Q. Was that appropriation sufficient to pay the whole of it?—A. Not quite.

Q. What was the balance?—A. \$179.97.

Q. Still unpaid?—A. I suppose so.

Q. Well, in the light of having to get a special appropriation?—A. Then it would be unpaid till they could get a vote.

Q. Then it would be debited to the Intercolonial Railway?—A. I suppose so.

Q. What length of road was operated?—A. Sixty miles I think it was.

Q. Sixty miles of road?—A. I think so.

Q. The total receipts were as you say \$6,725.08?—A. Yes.

Q. Thus it didn't pay its way by some \$12,000?—A. \$11,954.87.

Q. It didn't provide its own rolling stock?—A. Not all of it at any rate.

Q. Now with reference to its being a valuable feeder for the Intercolonial what statement have you to make?—A. It did not prove to be so.

Q. Can you tell me the tonnage and passengers carried?—A. I cannot, no.

Q. But you will state that it did not prove to be a valuable feeder for the Intercolonial railway?—A. No it did not.

Q. Nor for the government funds?—A. That would be for the Intercolonial railway.

Q. As the receipts were so small one can argue that the trade cannot have been very large?—A. It was in the winter season when the trade would naturally be at the lowest.

Q. What was the difference between the rates charged on the road and those charged on the Intercolonial?—A. I think the Intercolonial rates were charged.

Q. Did you understand that there was any agreement that the company should reimburse the government if there happened to be a loss? Was there any intimation that such a thing would take place, any expectation in the department?—A. I do not think there was much expectation.

Q. But was there an understanding that it would be done?—A. I do not remember that there was. It would be in writing.

Q. I want you to think?—A. I do not remember.

Q. You cannot say?—A. If there was anything it would be in writing.

Q. But you have none?—A. Not unless you have it there.

Q. And you have already said that there was no agreement or contract?—A. No.

Q. So you had no means of enforcing any claim upon the company so far as writing or agreement is concerned?—A. No.

*By Mr. Wood (Brockville):*

Q. The Order in Council provides that certain repairs were to be made before it was taken over, or that an examination was to be held. After the examination there was a report made upon it and it was found out that a certain amount of money would have to be expended. You say that there was not very much done in the way of repairs?—A. Yes.

Q. To what extent?—A. I really do not remember just now. But the engineer of the company, I forget his name, had charge of doing these repairs under the direction of the engineer of the Intercolonial.

Q. Was any report made that the road was in a satisfactory state for running?—A. That would be made to the engineer down in Moncton.

Q. Was it made?—A. I cannot tell you but he must have understood it was in a safe condition or under his instructions he would not have taken it and run it.

*By Mr. Foster:*

Q. Will you bring with you to the committee Mr. Archibald's report and any reports of Mr. Pottinger, Mr. Archibald or any one else that you find there?

*By Mr. Blair:*

Q. Mr. Schreiber do you remember being present on any of the numerous occasions when the members of parliament and gentlemen connected with this company waited upon members of the government in connection with the Chaleurs line?—A. With you, yes.

Q. You were present when they waited on me?—A. Yes.

Q. Have you now before you any of the papers, representations and statements which they laid before me?—A. I see nothing here, nothing that was before you, no.

Q. The company, these people, represented strongly, did they not, that they had been given by the late government some guarantee with regard to their undertaking?—A. I think they told you that there had been negotiations in connection with it.

Q. Yes, and that they had had an engagement from the government that the interest for many millions would be guaranteed on their bonds and securities, did they not?—A. Yes, I recollect that.

Q. Have you got among your papers anything that bears the fac simile of the ex-Minister of Finance in writing in connection with that guarantee?—A. I do not think so.

Q. Have you got it in your office?—A. I do not see it among these papers; they were supposed to give me everything.

Q. You might make a note of that and look it up, as to the guarantees?—A. Yes.

Q. Do you remember a document we had containing this fac simile. Was it on a fac simile of their bonds?—A. I do not remember; I only remember the subject coming up and their stating it had been guaranteed.

Q. And this guarantee had been given under the signature of the ex-Minister of Finance?—A. The statement was that Mr. Foster had given the guarantee.

Q. How many millions do you remember it was?—A. No, I do not.

Q. Eight was it not?—A. I do not remember.

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Q. If the document is in the department you can produce it. They were to deposit a certain substantial proportion of the amount of the loans they would raise on this guarantee to cover the interest?—A. Yes.

Q. That was the scheme?—A. Yes.

Q. And they made strong representations that they had been deceived by the action which the previous government had taken?—A. I do not know that they put it that way. They said that it had never been carried out and that the government refused to do so.

Q. After having agreed to do so. Then they pressed upon the government that we should carry out the arrangement which the late government, as they said, had engaged to do, did they not?—A. I understood that was their object in seeing you upon that occasion.

Q. Do you recollect only one occasion when they came to see me?—A. That is all I remember on that subject.

Q. Were you present on any occasion when they met a Committee of Council?—A. No, I was not.

Q. You say that no agreement was entered into following this Order in Council. You mean by that that there was no written contract drawn out?—A. No written contract.

Q. There was an agreement, a verbal agreement between us?—A. Verbal, yes.

Q. But no written one?—A. No.

Q. Following this order, you do recollect that the engineer of the *Intercolonial*, one of them, was instructed to make an examination and report upon the condition of the road in conjunction with the engineer of the company?—A. No, I do not think that. I think it was Mr. Ridout and some engineer engaged: I think he lived up there at Three Rivers or the place opposite it. His name was Beauchemin. These were the two that examined it.

Q. And after such an examination was made you say you cannot state whether you have the report in the office or not?—A. Oh yes, it is here. There was a full report with all the details of what was to be done.

Q. Were these instructions in writing to the engineer?—A. Yes, I think so.

Q. Have you got a copy of them?—A. No, I have not got a copy of them here.

Q. The road was at that time in the courts, really, was it not?—A. Yes.

Q. Do you remember what the nature of the control by the courts was?—A. Well, it was in the hands of Mr. Macdonald, the sequestrator or receiver.

Q. Do you know what, if any, negotiations or discussions took place with a view to having some written arrangements with the officers of the court?—A. There was some correspondence in connection with it: I do not remember exactly what the nature of that was, but I remember there was some correspondence and Mr. Macdonald at first declined to give up possession of the road to operate it.

Q. That was Mr. A. R. Macdonald?—A. Yes.

Q. Later he consented to do so?—A. Yes.

Q. Now, in connection with that, what was done was done under the authority of the Order in Council in connection with taking over the road?—A. Yes.

Q. And running it presumably as part in connection with the *Intercolonial Railway*—what was done was done on the strength of the Order in Council, whatever its value may have been?—A. Yes.

Q. And relying on parliament ratifying it and making the appropriation at the next succeeding session; that was the understanding in the department?—A. I cannot remember, but I think so, because we charged it to the *Intercolonial Railway* in the meantime.

Q. And an estimate was sent forward and submitted to parliament?—A. At the first session after we took possession.

Q. But it did not happen that the appropriation was passed in time for the close of the then fiscal year?—A. Yes, I think so.

Q. Do you remember when that session opened?—A. No, I do not, but I think it was about 23rd March.

Q. Could you tell from memory, or have you any data here to enable you to state, what the amount of rolling stock was that was required to be used, belonging to the Intercolonial Railway?—A. Yes, I think so.

Q. Did it state what service there was to be, how many trains?—A. One train each way per day.

Q. And how many miles?—A. Sixty miles it was.

*By Mr. Foster :*

Q. The Minister of Railways has asked you with reference to the rolling stock?—A. Yes.

Q. The evidence you gave us was as to what was represented?—A. It was.

Q. What was represented by the parties who interviewed the minister, it was simply represented by the parties?—A. Yes.

Q. You say the agreement was verbal for running the road, can you give us the substance of it?—A. I think it was agreed that there was to be one train each way daily.

Q. Is that all?—A. I think that was about all.

*By Mr. Blair :*

Q. You remember it was agreed, was it not, Mr. Schreiber, that we should not be under any obligation to run it longer than six months?—A. At first it was agreed that we should only run it to the 1st of April, but subsequently you authorized us to run it to the 1st of June, and we ceased running it on the 31st May.

Q. The time the road was being run, being the winter season, was not as favourable to a test?—A. It was the most unfavourable season of the year for us.

Q. But we continued the test until the 1st of June?—A. Yes.

Q. We had one month at all events of spring business to judge by?—A. Yes.

Q. Have you got data there showing what the receipts were for the month of May and the disbursements?—A. I do not think so. No, I think not.

Q. I think you have it here. I would like to have it given.—A. It should be here.

Mr. FOSTER.—The figures are: in January, \$1,113.31; in February, \$1,201.42; in March, \$1,388.77; in April, \$763.70; in May, \$1,057.88.

*By Mr. Blair :*

Q. These facts, Mr. Schreiber, which have been stated here were brought out and stated by me last year when the estimates were brought up?—A. You gave a general statement then.

Q. I gave a statement of what had been done with the road in connection with the Order in Council?—A. I think so, but the Hansard will show it better than I could give it.

Q. The whole thing was then explained; there is nothing startling or new so far as the present disclosures are concerned?—A. Not so far as I am aware of.

## Public Accounts Committee.

COMMITTEE ROOM, FRIDAY, 27th May, 1898.

Mr. COLLINGWOOD SCHREIBER, being recalled, testified as follows:—

*By Mr. Foster :*

Q. In these papers there is a report by Mr. Archibald on the Baie des Chaleurs Railway?—A. Yes.

Q. Then have you any other report from any engineer besides Mr. Ridout and Mr. Beauchemin?—A. That report that I handed in yesterday is the only report I could find.

Q. This document (a copy of Exhibit No. 2) is the report of Messrs. Ridout and Beauchemin?—A. Yes.

Q. This paper, I think, is a report of the freight and passenger rates established on the Baie des Chaleurs Railway under which the operation of the road went on?—A. That is a report.

Q. And what is this paper, Mr. Schreiber?—A. That is a copy of a covering letter I sent the other day merely stating that the rates we have charged while we operated the road were not the rates of the Intercolonial Railway.

Q. Then that will go as a covering paper to this report on the rates. Then we have another letter here?—A. Yes, that is my instruction to Mr. Ridout as regards the inspection of the Baie des Chaleurs Railway.

Q. Then that will go as a covering paper to his report. Then you say there is no other report?—A. No, I have none.

### EXHIBITS REFERRED TO IN SIXTH REPORT OF THE PUBLIC ACCOUNTS COMMITTEE.—EXHIBIT No. 1.

*EXTRACT of a Report of the Hon. the Privy Council approved by His Excellency on the 19th November, 1896.*

On a report dated 17th November, 1896, from the Minister of Railways and Canals, stating that the Atlantic and Lake Superior Railway Company have made application for a re-vote of the subsidies granted to the Great Eastern Railway Company towards the construction of a railway from Sorel to Chaudière Junction, and also for a subsidy of \$3,200 per mile for the extension of the Baie des Chaleurs Railway from Paspebiac to the Gaspé Basin, and have prayed that the amounts of the several bonuses given by the Dominion government, and the municipalities and provincial government, may be taken and held by the government of Canada as a fund out of which to guarantee and pay interest on the company's issue of bonds as authorized by their charter, and in accordance with the scheme outlined in the company's proposals.

The minister observes that in promoting their application the company have pointed out that the Baie des Chaleurs Railway is at present in the hands of sequestrators, under proceedings pending in the courts of the province of Quebec, and is not therefore in running operation, greatly to the injury of the section of the country through which the road passes, and it is represented by the president, directors and other persons who have been heard by the sub-committee of the Privy Council, in support of the supplication of the Atlantic and Lake Superior Railway Company, that the operating of the said railway during the winter would be of immense benefit to the locality through which it runs, and would be a valuable feeder to the Intercolonial Railway, and they add that arrangements are practical and could be made if approved by Your Excellency in Council, between the courts having the sequestration proceedings before them and the Department of Railways and Canals.

The minister has to add that in proposing that the government should take over and operate the Baie des Chaleurs Railway for the coming winter, it was strongly



represented to the sub-committee of the Privy Council that the road was in good safe working condition and was provided with sufficient rolling stock in good serviceable condition, and could be operated for the winter season by the Department of Railways and Canals as a branch or feeder to the Intercolonial Railway, not only without loss to the government, but so as to produce a balance over working expenses. The minister, in view of the above representations as to the condition of the said railway and as to the earning capacity if operated during the coming winter season, and in view of the other representations made to the sub-committee on the hearing of the application of the Atlantic and Lake Superior Railway Company, recommends that it be ordered that an examination of the Baie des Chaleurs be caused to be made, with a view to ascertaining whether the same is in good safe working condition without requiring any present considerable outlay, and whether there is available a sufficient supply of suitable rolling stock for the purposes of the railway, and that upon its being so ascertained, the Minister of Railways and Canals be empowered to enter into an agreement with the proper officers or persons having authority in the premises to take over the said railway for such period as may be agreed upon, not exceeding six months from the date of such agreement, and upon such agreement being entered into, to take over and operate the said railway, and to retain to the sole uses of the Department of Railways and Canals all receipts derived from the said railway, and to make such usual and necessary outlays in the running of the said railway as may be incident thereto, and so far as the Parliamentary Appropriation Act may allow, and that the Atlantic and Lake Superior Railway Company, and all other persons interested therein, are to take notice that neither the said agreement, if entered into, nor this Minute of Council, nor the taking over and operating of the said railway are to be understood as committing the government or the Department of Railways and Canals to any further acceptance of the said company's general proposal, now under submission to the government, than is hereby expressly approved, or to any parts thereof, nor as implying any engagement on the part of the government to renew or continue beyond the term aforesaid the arrangement respecting the operating of the said railway.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE,  
*Clerk of the Privy Council.*

#### EXHIBIT No. 2.

#### OFFICE OF THE CHIEF ENGINEER OF RAILWAYS AND CANALS,

OTTAWA,

189.

#### BAIE DES CHALEURS RAILWAY—REPAIRS TO ROLLING STOCK.

1 Locomotive .....	\$1,200
4 Passenger Cars .....	600
6 Box Cars .....	} 4,900
31 Platform Cars .....	
1 Flanger .....	
1 Snow plough .....	} _____
Total .....	

C. S.

OTTAWA, 10th December, 1896.

N.B.—The estimate of \$6,700 is for temporary repairs for operating the road for six months.

## Public Accounts Committee.

20th November, 1896.

THOMAS RIDOUT, Esq.,  
Ottawa.

MY DEAR SIR,—I am to instruct you to make a careful inspection of the Baie des Chaleurs Railway, sufficient to enable you to report in detail as to the approximate cost of placing it in safe condition to operate during the next six months without any considerable cost in maintenance, also to examine the rolling stock, enumerating it and reporting what portion, if any, is in efficient working condition and also the condition of it generally.

Yours truly,

COLLINGWOOD SCHREIBER.

N.B.—For your guidance I attach hereto copy of O.C.

MONTREAL, 4th December, 1896.

To The Honourable A. G. BLAIR,  
Minister of Railways and Canals,  
Ottawa.

HONOURABLE SIR,—Acting on the instructions received from your department with respect to the Inspection of the Baie des Chaleurs Railway, we beg to submit the reports for permanent and temporary repairs, together with estimates of cost for same.

The inspection was made under rather unfavourable circumstances, there being some six inches of snow on the ground giving us additional trouble to arrive at accurate conclusion.

We remain, honourable sir, yours very respectfully,

T. RIDOUT,  
H. BEAUCHEMIN,  
*Inspectors.*

### BAIE DES CHALEURS RAILWAY.

#### REPORT OF PERMANENT REPAIRS.

We have personally inspected the railway from Metapedia—junction with Inter-colonial Railway—to New Richmond, 68 miles.

From New Richmond to end of track—80th mile—we have found it practically impossible to inspect, owing to a greater quantity of snow on the track, and to the unsafe condition of the trestle over one of the branches of the Little Cascapedia River—being damaged by ice.

This last part of the railway was built in 1893 and in good condition, but from information—reliable sources—requires snow fencing as per estimate attached.

There is some right of way remaining unsettled, the amount of which we are unable to state without consulting the books of the company.

As a whole, we have found the road-bed in a fairly good condition though most of it built—and somewhat neglected—since 1886-87.

This being practically due to the fact that the formation is mostly gravel.

In order to facilitate matters we have divided up the line in ten mile sections, giving details of repairs required to be done together with estimates of cost for each section.

## PERMANENT REPAIRS.

## FIRST TO TENTH MILE.

*General notes :*

- 1st mile. Engine house requires : 1 pit, 2 smokestacks, new roof, repairs to doors and windows.  
 2nd do Widening of side hill cuts, repairing cribwork protection.  
 3rd do Construction pile trestle 75 ft. long.  
 6th do do 6 ft. beam cedar culvert.  
 10th do Narrow cut and ditching. Lift of ballast throughout the ten miles.

## ESTIMATE.

## FIRST TO TENTH MILE.

	Quantity.	Rate.		Amount.	
		8	cts.	8	cts.
Clearing, brush.....	2 acres.....	10	00	20	00
Widening of banks.....	1,600 c. yds.....	00	25	400	00
do and ditching of cuts to be used in widening embankments.....	1,000 do.....				
Culverts, cedar.....	4,000 ft. B. M.....	22	00		
do pine.....	600 do.....	35	00	112	00
Ballast.....	12,000 c. yds.....	00	30	3,600	00
Bridges, O. K.....					
Trestle, 1 pile trestle 75 ft. long.....				600	00
Ties.....	6,800.....	00	28	1,904	00
Fencing, each side.....	10 miles.....	75	00	750	00
Snow fences.....					
Public crossings.....	3.....	25	00	75	00
Farm do.....	27.....	10	00	270	00
Turntable.....				20	00
Engine house.....				500	00
Switches.....				25	00
Water tank.....					
Gates.....	23.....	1	50	34	00
Spikes and bolts.....	10 miles.....	40	00	400	00
Cribwork protection.....				100	00
				8,810	00

## 10TH TO 20TH MILE.

- 13th. 6 ft. culvert requires posts and struts.  
 14th. Reconstruction of cedar culvert.  
 14th. A culvert requires posts and struts.  
 15th. 8th culvert—New stringers and ties.  
 15th. Narrow cut.  
 16th. Oak Bay, station house repairs to platform.  
 16th. Culvert—13 new ties.  
 16th. Trestle—Riprap for 4 bents and 200 new ties.  
 19th. Water Tank—Repairs to dam.  
 19th. Widening of cut.  
 19th. General lift of ballast.  
 19th. Snow fencing.

# Public Accounts Committee.

## ESTIMATE.

	Quantity.	Rate.	Amount.
		\$ cts.	\$ cts.
Clearing brush.....	15 acres.....	10 00	150 00
Widening of banks.....	3,250 c. yds.....	0 25	812 00
do and ditching of cuts to be used in widening embankment.....	1,900 c. yds.....		
Culverts, cedar.....	4,000 ft.....	22 00	
do pine.....	9,000 c. ft.....	35 00	403 00
Ballast.....	12,000 c. yds.....	0 30	3,600 00
Bridges, O. K.....			
Trestles.....	21,700 ft.....	35 00	660 00
Ties.....	5,500.....	0 28	1,540 00
Fencing.....	10 miles.....	100 00	1,000 00
Snow fencing.....	600 ft.....	0 25	150 00
Public crossings.....	6.....	25 00	150 00
Farm do.....	15.....	10 00	150 00
Switches, O. K.....			
Stations and platforms.....			40 00
Water tank.....			50 00
Gates.....	16.....	1 50	24 00
Spikes and bolts.....	10 miles.....	40 00	400 00
			9,129 00

### 20TH TO 30TH MILE.

- 21st. Box drain required in cut.
- 21st. 17 ft. beam culvert ; 2 extra stringers 14 x 16 and new ties. Culvert to be raised 2 ft. along with bank.
- 21st. Embankment, raised 2 ft. for 800 ft.
- 22nd. Narrow bank and ditching.
- 23rd. 12 ft. culvert ; 5 sets of posts and struts and 6 new ties.
- 24th. 2,000 ft. of snow fencing.
- 24th. Masonry culverts ; new ties and 2 extra stringers 14 x 16.
- 29th. 2,000 ft. snow fencing.
- Lift of ballast throughout.

## ESTIMATE.

	Quantity.	Rate.	Amount.
		\$ cts.	\$ cts.
Clearing brush.....	10.5 acres.....	10 00	105 00
Widening banks.....	1,900 c. yds.....	0 25	475 00
do and ditching cuts.....	1,200 c. yds.....		
Culverts.....	7,400 ft.....	35 00	259 00
Ballast.....	12,000 c. yds.....	0 30	3,600 00
Bridges, O. K.....			
Trestles, nil.....			
Ties.....	5,000.....	0 28	1,400 00
Fencing.....	10 miles.....	100 00	1,000 00
Snow fencing.....	4,000 ft.....	100 00	1,000 00
Public crossings.....	25.....	25 00	150 00
Farm do.....	22.....	10 00	220 00
Station and platforms, Escuminac.....			15 00
Gates.....	15.....	1 50	22 00
Spikes and bolts.....	10 miles.....	40 00	400 00
			8,646 00

## 30TH TO 40TH MILE.

- 33rd. Embankment to be raised 2 feet for 1,200 ft.  
 35th. New station at Nouvelle; replace one burnt.  
 35th. 15 ft. culvert; 3 sets of posts and struts.  
 37th. 500 ft. of snow fencing.  
       17 ft. culverts: 2 extra stringers of 14 x 16.  
 38th. Culvert; 3 new ties.  
 39th. do 4 do  
 40th. 1,000 ft. of snow fencing.  
 40th. Trestle; 50 new ties, riprap 3 bents and repairs.  
 Half a lift of ballast throughout.

## ESTIMATE.

	Quantity.	Rate.	Amount.
		8 cts.	8 cts.
Clearing brush.....	25 acres.....	10 00	250 00
Widening banks.....	2,200 c. yds.....	0 25	550 00
do ditching cuts.....			
Culverts.....	2,600 ft.....	35 00	91 00
Ballast.....	6,000 c. yds.....	0 30	1,800 00
Bridges, O.K.....			
Trestles, rip rap and timber.....	3,200 ft.....	35 00	117 00
Ties.....	3,500 ft.....	0 28	980 00
Fencing.....	10 miles.....	75 00	750 00
Snow fencing.....	500 ft.....	0 25	125 00
Public crossings.....	6.....	25 00	150 00
Farm crossings.....	87.....	10 00	870 00
Station and platform, Nouvelle.....	1.....		600 00
Gates.....	40.....	1 50	60 00
Spikes and bolts.....	10 miles.....	30 00	300 00
			6,418 00

## 40TH TO 50TH MILE.

- 41st. 12 ft. culvert: 7 new ties and 2 guard rails.  
 42nd. Charleton Capes: side hills to be widened, and gravel to the extent of 30,000 c. yds. to be taken out for ballasting 15 miles each side of Capes.  
       12,000 c. yds. to ballast 15 miles west, and 18,000 c. yds. to ballast 15 miles east.  
       The embankment to be raised from 3 to 4 feet throughout the Capes.  
       Slope wall for 2,000 ft. on top of present embankment for protection to slope of ballast and new embankment.  
       Present embankment and cribwork to be further protected. Riprap, 10 to 12 ft. high, with slope 1 to 1, for 2,500 ft.  
 43rd. Cattle guard: 2 new stringers, 12 x 14.  
       22 ft. culvert: 8 new ties.  
 45th. Culvert: 3 by 4 feet required.  
       Snow fencing, 3,500 ft.  
 46th. Culvert: 3 sets posts and struts.  
 47th. Snow fence, 600 ft.  
 48th. Culvert: new stringers, 2 of 12 x 14 and 2 of 6 x 14.  
       Cattle guard: 2 new stringers, 12 x 14.  
       800 ft. of snow shed.  
       500 ft. of snow fencing.  
 49th. 1,000 ft. of snow fencing.  
       3 culvert pipes, 18-inch.  
       600 ft. snow fence.  
 50th. 700 ft. snow fence.

## Public Accounts Committee.

### ESTIMATE.

	Quantity.	Rate.	Amount.
		8 cts.	8 cts.
Clearing brush.....	½ acre.....	10 00	5 00
Widening and raising of banks.....	2,100 c. yds.....	0 25	525 00
do do ditching of cuts.....	3,000 do.....		
Culverts.....	2,300 ft.....	35 00	805 00
Ballast.....	12,000 c. yds.....	0 30	3,600 00
Ties.....	3,500.....	0 28	980 00
Fencing.....	10 miles.....	35 00	350 00
Snow fencing.....	6,700 ft.....	0 25	1,675 00
Public crossings.....	8.....	25 00	200 00
Farm do.....	104.....	10 00	1,040 00
Stations and platforms.....			20 00
Gates.....	56.....	1 50	84 00
Spikes and bolts.....	10 miles.....	40 00	400 00
Riprap—Charleton Capes.....	6,400 c. yds.....	2 00	12,800 00
Slope wall do.....	1,000 do.....	2 25	2,250 00
Pipes—18 inches.....	65 ft.....	2 00	132 00
Snow shed.....	800 ft.....	2 00	1,600 00
Water tank and drain pipe.....			400 00
			26,851 00

### 50TH TO 60TH MILE.

- 51st. Two box drains across highway.  
 51st. Snow fencing, 2,000 ft.; Maria station platform repairs.  
 52nd. 600 ft. snow fence.  
 53rd. 600 ft. snow fence.  
 54th. 3,000 ft. snow fence; culvert, 2 new stringers, 12 x 14.  
 55th. 16 ft. culvert; 2 extra stringers 14 x 16.  
 56th. 11 ft. culvert; 2 extra stringers 12 x 16.  
 57th. 700 ft. snow fence; trestle, change stringers to 14 x 16.  
 59th. Culvert, 2 new stringers 12 x 14.  
 60th. Settlement, one bent in trestle.

### ESTIMATE.

	Quantity.	Rate.	Amount.
		8 cts.	8 cts.
Clearing brush.....	2½ acres.....	10 00	25 00
Widening of banks.....	800 c. yds.....	0 25	400 00
do do and ditching cuts.....	750 c. yds.....		
Culverts.....	5,200 ft.....	35 00	182 00
Ballast.....	12,000 c. yds.....	0 30	3,600 00
Bridges, O. K.....			
Trestles.....	5,300 ft.....	35 00	200 00
Ties.....	3,500 ft.....	0 28	980 00
Fencing.....	10 miles.....	35 00	350 00
Snow fencing.....	6,900 ft.....	0 25	1,725 00
Public crossings.....	10.....	25 00	250 00
Farm do.....	77.....	10 00	770 00
Stations and platforms.....			
Gates.....	27.....	1 50	50 00
Spikes and bolts.....	10 miles.....	30 00	300 00
Switches.....			
Pipe, 18 inches.....	21.....	2 00	42 00
			8,944 00

## 60TH TO 70TH MILE.

- 62nd. Ditching required.  
 62nd. Embankment to be raised 2 ft. for 1,200 ft. along with 15-ft. culvert.  
 Two box drains required 12 x 12 in.  
 64th. 5-ft. beam cedar culvert required.  
 65th. 13-ft. culvert—2 extra 14 x 16 stringers.  
 66th. 15-ft. culvert—2 extra 14 x 16 stringers.  
 66th. 15-ft. culvert—2 extra 14 x 16 stringers.  
 66th. Masonry culvert—4 extra 12 x 12 stringers.  
 66th. Ditching in rock cut.  
 68th. Trestles on branch of Little Cascapedia River and embankment to be raised 5 feet.  
 Reconstruction of one 125 feet pile trestle.

## ESTIMATE.

	Quantity.	Rate.	Amount.
		\$ cts.	\$ cts.
Raising of banks .....	6,400 c. yds .....	0 20	1,280 00
Ditching of rock cut .....	200 yds. ....	1 25	250 00
Culverts, cedar .....	4,000 ft. ....	22 00	
do pine .....	3,900 ft. ....	35 00	250 00
Ballast .....	2,500 c. yds. ....	0 30	750 00
Trestles—Raising 475 ft. of trestle 5 ft. and reconstruction of 125 ft .....			1,250 00
Spikes and bolts .....	10 miles. ....	20 00	200 00
Ties .....	1,000. ....	0 28	280 00
			4,260 00

## . 70TH TO 80TH MILE.

*From information received.*

- 70th. 1,000-ft. snow fence.  
 70th. 500-ft. snow shed.  
 72nd. 800-ft. snow fence.  
 73rd. 800-ft. do  
 75th. 1,500-ft. do  
 76th. 800-ft. do  
 80th. New turntable.

## ESTIMATE.

	Quantity.	Rate.	Amount.
		\$ cts.	\$ cts.
Ballast .....	1,500 c. yds .....	0 30	450 00
Trestle, repairs .....			100 00
Public crossings .....	7. ....	10 00	70 00
Farm do .....	60. ....	5 00	300 00
Turntable, new one, 60 ft. ....			1,250 00
Engine shed, repairs .....			100 00
Water tank .....			200 00
Spikes and bolts .....			200 00
Snow fence .....	3,900. ....	0 25	975 00
do shed .....	500. ....	2 00	1,000 00
			4,645 00

# Public Accounts Committee.

## ESTIMATE.

### TOOLS, TOOL-HOUSE, &c.

11 sections.—Of these eight hand cars and ten sets of tools are included in temporary repairs estimate.

11 tool sheds, 10 x 14, at \$40 . . . . .	\$ 440 00
11 sets of tools at \$20 . . . . .	220 00
10 new hand cars at \$55 . . . . .	550 00
	<hr/>
	\$1,210 00

### SUMMARY.

1st to 10th mile . . . . .	\$ 8,810 00
10th to 20th mile . . . . .	9,129 00
20th to 30th mile . . . . .	8,646 00
30th to 40th mile . . . . .	6,418 00
40th to 50th mile . . . . .	26,851 00
50th to 60th mile . . . . .	8,944 00
60th to 70th mile . . . . .	4,260 00
70th to 80th mile . . . . .	4,645 00
Tools, tool-houses and hand-cars . . . . .	
Engineering and contingencies, 10 per cent. . . . .	7,891 00
	<hr/>
	\$ 86,804 00

Respectfully submitted,

THOMAS RIDOUT,  
H. BEAUCHEMIN,  
*Inspectors.*

## BAIE DES CHALEURS RAILWAY REPORT.

### TEMPORARY REPAIRS FOR IMMEDIATE OPERATION.

The work of placing the line in a safe condition for immediate operation from Metapedia to New Richmond, 68 miles, will be to a certain extent of a temporary nature.

#### *From New Richmond to end of track—80th Mile.*

It will require the reconstruction of a 125-ft. pile trestle and other permanent repairs, which would take some time. The work consists of—

Widening of cuttings where slips have taken place, over and above that done for inspection train, to admit of the passage of the snow plough during winter. These cuts being in particular those at 1st mile, 10th, 42nd (Charleton Capes) and 66th.

Removal of planks, poles or gravel along inner side of the rail at all farm and public crossings and earth in the slips in the cuts.

Blocking up of the track at all washouts—5th mile, 42nd, 49th, 51st, 62nd, 64th and 67th.

This to be done with the company's ties—some 1,200 on hand on cars at Metapedia.

Further blocking of temporary trestle at 3rd mile, partly constructed by inspection train.

Ditching in cuts—to prevent overflowing of tracks in mild weather—10th mile (south ditch) 51st, 62nd, 64th and 66th.



The whole of the work to be done by 10 well organized "section gangs" supplied with necessary tools and composed of 5 men and 1 foreman to each gang, working 4 days.

At the Charleton Capes an extra gang of 20 men and 1 foreman working 5 days.

## ESTIMATE OF COST.

50 section men, 4 days at \$1.10.....	\$	220 00
10 foremen, 4 days at \$1.75 .....		70 00
20 men at Charleton Capes, 5 days at \$1.10 .....		110 00
1 foreman, 5 days at \$1.75 .....		8 75

## TOOLS.

10 complete sets of section tools at \$20. ....	\$	200 00
8 new handcars at \$55. ....		440 00
2 doz. picks and 1 doz. shovels.....		40 00
Superintendence and contingencies.....		211 25
		<hr/>
	\$	1,300 00

Respectfully submitted,

T. RIDOUT,  
H. BEAUCHEMIN,  
*Inspectors.*

MONTREAL, 4th December, 1896.

## BAIE DES CHALEURS RAILWAY.

*Re* temporary repairs for immediate operation.

Add—for extra stringers on beam culverts.

21 inch, 17 beam, 2 extra stringers .....	14 x 16
48 " 17 " 2 " .....	12 x 14
55 " 16 " 2 " .....	12 x 16
59 " 16 " 2 " .....	12 x 14
59 " 13 " 2 " .....	12 x 14
65 " 15 " 2 " .....	12 x 16
66 " 15 " 2 " .....	12 x 16
66 " 15 " 2 " .....	12 x 16
66 " 15 " 2 " .....	12 x 16
66 " 15 " 2 " .....	12 x 16

Total cost, say .....	\$	200 00
Also repairing the turn-table at New Richmond .....		500 00
		<hr/>
		700 00
Making temporary repairs and immediate amount to .....		2,000 00

THOS. RIDOUT.

# Public Accounts Committee.

## EXHIBIT No. 3.

MONCTON, N.B., 1st December, 1896.

THOS. RIDOUT, Esq.,  
Department of Railways and Canals,  
Ottawa, Ont.

DEAR SIR,—As per our conversation at Metapedia on the 20th, ult., *re* rolling stock owned by the Baie des Chaleurs Railway.

1st. I would call your attention to the list of rolling stock which you handed me, and I copied, which is dated 28th July, 1893, since that time I find there has been an addition of two locomotives, and there have been some slight alterations to the passenger and freight rolling stock. These alterations are of no importance, but it is as well to mention them, as accounting for any difference which there may be between this report and the list.

### LOCOMOTIVES.

No. 1.—This engine was built by the Canadian Locomotive and Engine Company, Kingston, Ont. It is Canadian Pacific standard built to my designs of 1883, and consequently is somewhat behind the type of to-day. The cylinders are 17-in. x 24-in. and the driving wheels 62 in. in diameter. The engine is badly run down, but with a thorough repair, and with some renewals, it could be brought up to the Intercolonial Railway standard.

It would require the addition of Westinghouse air brake complete, and extension smoke-box and straight stack, new boiler tubes, two new injectors, with copper pipes and valves complete, new crank pins, and side rods, new head lamp, new brass boiler mountings, new asbestos laggings, and a new pilot.

No. 2.—This is an old engine, and in bad condition, and I consider fit for nothing but scrap so far as the Intercolonial Railway is concerned.

No. 3.—This is an old engine and has been very badly treated. It is in my opinion not worth any expenditure whatever for repairs, and I consider it fit for nothing but scrap so far as the Intercolonial Railway is concerned.

No. 4.—Is an old engine and has been very badly neglected, and is in my opinion of no further use, and fit for nothing but scrap as far as the Intercolonial Railway is concerned.

No. 5.—This engine has received bad treatment, and is in my mind not worth any expenditure whatever for repairs, and is fit for nothing but scrap so far as the Intercolonial Railway is concerned.

No. 8.—This is an old engine, which has been badly treated, and in my opinion is not worth any repairs, and is fit for nothing but scrap so far as the Intercolonial Railway is concerned.

### PASSENGER CARS.

These four passenger cars at the time they were built, were supposed to conform to Canadian Pacific standard of about 1880, and consequently in weight and strength, are considered behind modern coaches as designed for the same class of service.

*1st Class Coach 31.*—This coach requires general repairs and painting, steel tired wheels, new axles, Westinghouse air brake complete, steam heating complete, Victoria burning lamps, and the estimated cost of these repairs is, \$1,064.75.

*2nd Class Car 51.*—This car requires general repairs and painting, steel tired wheels and axles, Westinghouse air brake complete, steam heating complete, and new lamps, and the estimated cost of these repairs is, \$948.15.

*2nd Class and Baggage 61.*—This car has been altered, by putting up temporary partitions and pigeon holes, into a second class and mail. It requires general repairs and painting, steel tired wheels and axles, Westinghouse air brake complete, and lamps, and the estimated cost of these repairs is \$882.15.

*Baggage Mail and Express 71.*—This car requires general repairs, and painting, steel tired wheels and axles, Westinghouse air brake complete, steam heating complete and lamps and the estimated cost of these repairs is, \$882.15.

Making a total of \$3,777.20 to put the passenger equipment into good condition, and up to Intercolonial standard.

## FREIGHT CARS &amp;C.

*Six Box Cars.*—These require general repairs and painting, chilled wheels, Westinghouse air brakes complete, vertical plane couplers, at an estimated cost of \$1,407.

*Thirty-one Platform Cars.*—These require general repairs and painting, chilled wheels, Westinghouse air brake complete, and vertical plane couplers. The cost of which repairs to bring the cars up to Intercolonial standard will be \$8,416.90. In addition to these repairs, seven new trucks are required, one for box car, and six for flats, at a cost of \$150 each, making a total of \$1,050.

*One Combination Flanger & Wing Plough.*—The necessary repairs to which is estimated at \$385.

*One Stackhouse Snow Plough.*—Estimated cost of repairs, \$165. The balance of the box and flat cars on the list, namely three box cars as flats, and boxed used as boarding cars, seven second hand flats, and three second hand flats, said to have been in bad condition in 1893 are all condemned as unfit for service on the Intercolonial Railway.

## SUMMARY.

Estimate of repairs required to put such part of the rolling stock of the Baie des Chaleurs Railway as can be accepted in the thorough good repair and up to Intercolonial standard.

Repairs to one locomotive.....	\$2,700 00
Repairs to passenger cars.....	3,777 20
Repairs to box cars.....	1,647 00
Repairs to platform cars.....	9,316 90
Repairs to snow ploughs and flangers.....	550 00

Making a total of..... \$17,991 10

Yours truly,

FRANCIS R. F. BROWN,  
Mechanical Superintendent.

## INTERCOLONIAL RAILWAY OF CANADA.

OFFICE OF THE MECHANICAL SUPERINTENDENT,

MONCTON, N.B., 10th December, 1896.

COLLINGWOOD SCHREIBER, Esq.,  
Deputy Minister and Chief Engineer,  
Railways and Canals,  
Ottawa, Ont.

DEAR SIR,—Referring to your telegram of the 9th, asking what it would cost to put the rolling stock on Baie des Chaleurs Railway in safe and serviceable condition. Confirming my telegram of date, one locomotive only is fit for service, ordinary repairs to 17, without Westinghouse air brake and modern improvements will cost twelve hundred dollars, (\$1,200) and will take six weeks to do them. To make the passenger stock of four coaches fit for service excluding painting, steel tired wheels, Westinghouse air brake, and steam heating, will cost six hundred dollars, (\$600). To put six box cars, and thirty one platform cars, one flanger, and one snow plough into running

## Public Accounts Committee.

order, without painting, Westinghouse air brake, or vertical plane couplers, will cost forty-nine hundred dollars (\$4,900). Total cost, six thousand seven hundred dollars (\$6,700).

Yours truly,

FRANCIS R. F. BROWN,  
*Mechanical Superintendent.*

### EXHIBIT No. 4.

23rd December, 1896.

D. POTTINGER, Esq.,  
I. C. R., Moncton, N.B.

Commence running regular trains one each way, daily, on the Baie des Chaleurs Railway, with one engine, one passenger car, and two or three freight cars; have it run as part of the Moncton and Ste. Flavie Division, keeping separate accounts.

COLLINGWOOD SCHREIBER.

### EXHIBIT No. 5.

OFFICE, OF THE DEPUTY MINISTER AND CHIEF ENGINEER,  
OTTAWA, 24th December, 1896.

D. POTTINGER, Esq.,  
Moncton, N.B.

MY DEAR SIR,—I wired you yesterday to arrange at once to operate the Baie des Chaleurs Railway as part of the Moncton and Ste. Flavie Division, this letter is merely to confirm those instructions.

The accounts for the maintenance and operation of this road, are to be kept distinct from the Intercolonial Railway account, but no extra clerical service is to be employed in doing it. The road is to be operated in the most economical manner at the very least possible outlay.

The instructions are to work it until April next, and no longer, unless further directed to do so.

There is to be a mixed train each way daily and no more. The Intercolonial Railway is to provide the rolling stock as follows: viz.:—1 locomotive, 1 passenger car, 2 box cars, 2 platform cars, 1 snow plough and 1 flanger; for through business in freight, of course, Intercolonial Railway cars will be employed as on other branch roads, or roads connecting with the Intercolonial Railway. It is thought that the stations could be occupied by section men upon same conditions as upon Intercolonial Railway. Some section men will, of course, be required, but as there will only be one slow train a day, it is thought you will consider a small number sufficient; they will be under Mr. Rannie, roadmaster, of the Intercolonial Railway. If any further information is necessary, please to ask me for it.

I am, yours truly,

COLLINGWOOD SCHREIBER.

## EXHIBIT No. 6.

DEPARTMENT OF RAILWAYS AND CANALS,  
OTTAWA, 12th February, 1897.

The General Manager of the Government Railways,  
Moncton, N.B.

SIR,—I am directed to acknowledge the receipt of your letter (D—19624) of the 6th instant, covering a report from Mr. Archibald, dated the 4th February, on some matters in regard to the road-bed and structures of the Baie des Chaleurs Railway. In reply, I am to state that the department is of opinion that the operation of the road should not have been undertaken until all was safe. The government only undertake to operate it until April, and only such repairs should be made as are necessary to keep it in a safe condition to that date.

I am, sir, your obedient servant,

JNO. H. BALDERSON,  
*Secretary.*

## EXHIBIT No. 7.

DEPARTMENT OF RAILWAYS AND CANALS,  
OTTAWA, 29th May, 1897.

D. POTTINGER, Esq.,  
General Manager, Government Railways,  
Moncton, N.B.

SIR,—By direction, I have to inform you that intimation has been received from the Atlantic and Lake Superior Railway Company of their intention to resume, on the 1st of June next, the working of the Baie des Chaleurs section of their railway.

I am to instruct you, accordingly, to hand over the said section to the company on the night of the 31st instant, first removing all government property that may be thereon.

I am, sir, your obedient servant,

L. K. JONES,  
*Acting Secretary.*

## EXHIBIT No. 8.

## INTERCOLONIAL RAILWAY OF CANADA.

OFFICE OF THE GENERAL MANAGER,  
MONCTON, N.B., 21st July, 1897.

C. SCHREIBER, Esq., C.M.G.,  
Deputy Minister and Chief Engineer, Railways and Canals,  
Ottawa, Ont.

DEAR SIR,—Herewith I send you on duplicate accounts in connection with the operating of the Baie des Chaleurs Railway, and a letter from Mr. Williams, dated 21st July, asking that a cheque be sent to pay the Intercolonial Railway this amount which is now outstanding in the open accounts.

Your obedient servant,

D. POTTINGER.

## Public Accounts Committee.

### MEMORANDUM.

FROM TREASURER'S OFFICE, INTERCOLONIAL RAILWAY,  
MONCTON, N.B., 21st July, 1897.

To D. POTTINGER, Esq.,  
General Manager.

Herewith please find classified statements of expenses and receipts from operating Baie des Chaleurs Railway, to 31st May last.

Incorporated into maintenance of way is the \$1,351.52 originally charged to Mr. Perron or Baie des Chaleurs Railway Company, for expenditure incurred in putting track in shape to be operated.

T. WILLIAMS.

### MEMORANDUM.

FROM TREASURER'S OFFICE, INTERCOLONIAL RAILWAY,  
MONCTON, N.B., 21st July, 1897.

To D. POTTINGER, Esq.,  
General Manager.

Attached please find account (in duplicate) for loss on operating and maintaining Baie des Chaleurs Railway to 31st May, 1897, chargeable to vote in Department of Railways and Canals, "Baie des Chaleurs Railway, operating and maintaining, \$18,500." (See Supply Bill page 13.)

T. WILLIAMS.

As the Intercolonial Railway accounts for July will have to be kept open to take in above amount, it is desirable that cheque should be sent by department as soon as possible.

T. W.

TREASURER'S OFFICE, INTERCOLONIAL RAILWAY,  
MONCTON, 21st July, 1897.

Department of Railways and Canals, Ottawa,  
To the Intercolonial Railway, Dr.

1897.—30th June. To loss on operating Baie des Chaleurs Railway to 31st May, 1897.

Working Expenses—

Locomotive power .....	\$6,198 00	
Car expenses .....	2,503 28	
Maintenance way and works .....	9,149 21	
Station expenses .....	792 25	
General charges .....	37 23	
	\$18,679 97	

LESS—Revenue Accrued—

Passenger traffic .....	\$3,079 91	
Freight traffic .....	3,617 87	
Mails and sundries .....	27 30	
	6,725 08	
	\$11,954 89	

T. WILLIAMS,  
Chief Acct. and Treas.

Approved for payment in as far as the appropriation of \$18,500 will permit.  
Ottawa, 26 July, 1897.

C. SCHREIBER.

## BAIE DES CHALEURS RAILWAY.

STATEMENT of Operating Expenses and Receipts to 31st May, 1897.

MONTHS.	WORKING EXPENSES.						REVENUE.			
	Loco- motive Power.	Car Ex- penses.	Main- tainance of Way.	Station Expenses.	General Charges.	Total.	Pass- enger Traffic.	Freight Traffic.	Mails and Sundries.	Total.
	% cts.	% cts.	% cts.	% cts.	% cts.	% cts.	% cts.	% cts.	% cts.	% cts.
November, 1896			338 94			338 94				
December, 1896			432 67			432 67				
January, 1897	1,141 20	507 52	2,470 17	125 28		4,244 17	524 11	783 20	6 00	1,313 31
February, 1897	1,139 54	467 76	851 94	244 17		2,703 41	671 35	527 07	3 00	1,201 42
March, 1897	1,629 36	580 98	1,781 02	173 01		4,164 37	680 99	707 78		1,388 77
April, 1897	1,142 03	474 83	1,601 00	148 50		3,366 36	735 39	1,028 31		1,763 70
May, 1897	1,145 87	472 19	1,673 47	101 29	37 23	3,430 05	468 07	571 51	18 30	1,057 88
Totals ...	6,198 00	2,503 28	9,149 21	792 25	37 23	18,679 97	3,079 91	3,617 87	27 30	6,725 08

TREASURER'S OFFICE,  
INTERCOLONIAL RAILWAY,  
21st July, 1897.

T. WILLIAMS,  
Chief Accountant and Treasurer.

## EXHIBIT No. 9.

## INTERCOLONIAL RAILWAY OF CANADA.

OFFICE OF THE GENERAL MANAGER,  
MONCTON, N.B., 19th May, 1898.

C. SCHREIBER, Esq., C.M.G.,  
Deputy Minister and Chief Engineer,  
Railways and Canals,  
Ottawa, Ont.

DEAR SIR,—In response to your telegraph message to-day, I beg to send herewith copies of the freight and passenger tariffs of the Atlantic and Lake Superior Railway in effect when the Baie des Chaleurs Railway was taken over to be operated by the government, and which tariffs were used during the time the railway was operated by the government. The freight tariff you will notice is entitled "Through Freight Tariff," but the local rates are shown on page No. 2, and the through rates to Quebec, Point Lévis, and Montreal, Halifax, and St. John, are shown on page No. 3.

Your obedient servant,

D. POTTINGER,  
*per T. E.*

## Public Accounts Committee.

*(Copy of Telegram.)*

MONCTON, N.B., 18th May, 1898.

C. SCHREIBER, Ottawa.

The rates charged on the Baie des Chaleurs Railway when it was operated by the government were not the same as charged on the Intercolonial Railway. The rates charged on the Baie des Chaleurs Railway during the time it was operated by the government were according to the tariffs of the Atlantic and Lake Superior Railway Company, at the time the government took the railway over to operate it.

D. POTTINGER.

*(Copy of Telegram.)*

MONCTON, 24th May, 1898.

D. POTTINGER, Ottawa.

The passenger tariff of the Atlantic and Lake Superior Railway sent to Mr. Schreiber in letter of the 19th of May is higher than the Intercolonial Railway passenger tariff. The freight tariffs of the Atlantic and Lake Superior Railway sent to Mr. Schreiber at the same time is in some instances higher and in some instances lower than the Intercolonial Railway. Freight rates that are higher and those that are lower show about ten per cent of the Intercolonial Railway rates to be lower.

T. EVANS.





Public Accounts Committee.

Station	1.50	1.25	1.15	1.05	.95	.85	.60	.45	.30	.25	.15	.10	.05	Caplin River
Carleton	1.10	.90	.85	.75	.70	.60	.40	.30	.25	.15	.10			
Leonard's Crossing	1.60	1.35	1.25	1.15	1.05	.95	.70	.60	.50	.35	.25	.15	.10	
Maria	1.20	1.00	.95	.85	.80	.70	.50	.40	.30	.20	.15	.10		
Maria East	1.35	1.20	1.10	1.05	.90	.80	.70	.60	.50	.40	.30	.25	.20	
Irishtown	1.95	1.70	1.60	1.50	1.40	1.30	1.05	.90	.75	.70	.55	.40	.35	
Cascapedia	2.00	1.80	1.75	1.60	1.50	1.40	1.10	1.00	.85	.80	.65	.55	.45	
New Richmond	2.30	2.05	1.95	1.90	1.80	1.70	1.40	1.20	1.10	1.00	.85	.80	.60	
Black Capes	1.70	1.55	1.45	1.40	1.30	1.20	1.00	.95	.80	.75	.70	.60	.50	
Caplin River	2.40	2.15	2.05	1.95	1.85	1.75	1.50	1.40	1.20	1.10	1.00	.90	.80	
Caplin	1.90	1.70	1.65	1.55	1.45	1.30	1.20	1.10	1.00	.95	.85	.75	.65	

AGENTS WILL ADD THE FOLLOWING STAGE RATES FROM CAPLIN :

To	Ruisseau Leblanc	\$ .25
	Little Bonaventure River	.40
	Bonaventure River	.60
	New Carlisle	1.00
	Paspébiac	1.25

J. W. RYDER,  
General Passenger Agent.

**NO. 2.—ATLANTIC AND LAKE SUPERIOR RAILWAY THROUGH FREIGHT TARIFF BETWEEN METAPEDIA AND ALL A. & L. S. R. STATIONS.—IN EFFECT 15TH DECEMBER, 1897.**

This tariff supercedes all other freight tariffs, except maximum general freight tariff. Governed by Canadian joint freight classification, and subject to change with or without notice.

This tariff to be used in connection with freight to and from points on I. C. R., &c., and not for local shipments. Bill on Metapedia and show destination beyond.

NOTE.—No single shipment will be taken at less than 100 pounds first-class rate. Minimum charge, 35 cents.

Between Metapedia and	Classes in Cents per 100 Pounds.										Potatoes, C. L., minimum 30,000 Lbs.	Grain, C. L., minimum 30,000 Lbs.	Flour and Mill Feed, C. L., minimum 30,000 Lbs.	Lumber, C. L., minimum 30,000 Lbs.	Eggs, Butter, Cheese, Fish, per 100 Lbs.
	1	2	3	4	5	6	7	8	9	10					
*Riopel.....	7	6	5	4	3½	3½	3	3½	3½	2	2	2	2	2	6
Cross Point.....	9	8	7	5	5	5	4	5	4	3½	2	2	2	2	2
Oak Bay.....	9	8	7	5	5	5	4	5	4	3½	2	2	2	2	2
*Escuminac.....	12	10	8	6	5½	5½	4	5½	5	4½	3	3	3	3	9
*Nouvelle West.....	13	11	9	7	6	6½	6½	5½	5½	5	3	3	3	3	9
Nouvelle.....	13	11	9	7	6	6½	6½	5½	5½	5	3	3	3	3	9
Carleton.....	15	13	11	9	7	7½	7½	7	7	6½	4	4	4	4	11
*Giroux.....	16	14	12	10	8	8½	8½	7½	7½	7	4	4	4	4	12
Maria.....	16	14	12	10	8	8½	8½	7½	7½	7	4	4	4	4	12
Cascapedia.....	17	15	13	11	9	9½	9½	8	8	7½	5	5	5	5	13
New Richmond.....	19	17	15	13	11	10½	10½	9	9	8	5	5	5	5	15
Black Capes.....	20	18	16	14	12	11½	11½	9	9	9	5	5	5	5	15
Caplin River.....	21	19	17	15	13	12½	12½	10	10	9	5½	5½	5½	5½	16
Caplin.....	21	19	17	15	13	12½	12½	10	10	9	5½	5½	5½	5½	16
Bonaventure.....	23	21	19	17	15	14½	14½	12	12	10	6½	6½	6½	6½	18
New Carlisle.....	24	23	21	19	17	15½	15½	13	13	11	7½	7½	7½	7½	20

\* Flag stations. No agent. Freight must be prepaid.

These rates are exclusive of cartage at B. C. R. stations. Bulk freight, such as grain, potatoes, coal, sand, gravel, lime, &c., will not be taken in less than car load lots, unless done up in boxes, bags or barrels. Freight taking fifth to tenth-class rates (inclusive) will be loaded and unloaded by shippers or consignee. Dynamite, dualine, gun cotton, giant powder or other explosives, will be accepted for transportation by special contract only.

To arrive at through rates to Quebec, Point Lévis, Lévis, Halifax, St. John, add arbitrators as shown in scale below.

	1	2	3	4	5	6	7	8	9	10
Quebec, Point Lévis and Lévis.	33	29	21	15	14	14	12½	13	13	12½
Montreal.	1	2	3	4	5	6	7	8	9	10
	50	39	29	26	24	23	20	21	22	18
Halifax.	1	2	3	4	5	6	7	8	9	10
	37	32	24	19	18	1	13½	14	14½	13½
St. John, N. B.	1	2	3	4	5	6	7	8	9	10
	33	28	20	15	14	14	12½	12½	14	12

J. ROBINSON,  
Manager.

C. N. ARMSTRONG,  
Managing Director.

J. H. CASSIDY,  
F. & P. Agent.

## Public Accounts Committee.

### APPENDIX No. 2c.

COMMITTEE ROOM,

OTTAWA, Tuesday, 31st May, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Seventh Report:—

Your committee have had under consideration the accounts, vouchers and other papers in connection with the expenses of the engineering staff of the Soulanges Canal, as set forth on pages R—13 and 14 of the report of the Auditor General for the year ended 30th June, 1897, and in connection therewith have examined witnesses under oath, and for the information of the House report herewith the evidence given by such witnesses and the exhibits filed in relation thereto: and your committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

JAS. McMULLEN,

*Chairman.*



# Public Accounts Committee.

## MINUTES OF EVIDENCE.

COMMITTEE ROOM, Tuesday, 17th May, 1898.

Committee met, Mr. McMullen in the chair.

Mr. THOMAS MONRO was called, sworn and examined :—

*By Mr. Taylor :*

Q. What is your occupation ?—A. I am a civil engineer.

Q. Are you superintending engineer of the Soulanges Canal ?—A. Yes.

Q. Where are your headquarters ?—A. At Coteau Landing.

Q. Are you engaged there now ?—A. Yes.

Q. I find in the Public Accounts presented before this committee the following account :—

COTEAU LANDING, 2nd June, 1897.

The Department of Public Works to Thos. Monro, C.E., Dr.

1897.	\$	cts.
May 6... Montreal and return, railroad fare, meals, &c.....	5	50
do 7 & 8. Montreal and return, \$3: Windsor Hotel, \$6. ....	9	00
do 10.. Montreal and return, \$3: meals, \$3. ....	6	00
do 12.. Coteau-Ottawa and cab, \$3.50; 12th, 13th, Russell, \$6 .....	9	50
do 13.. Ottawa-Coteau and cab, \$3.50 .....	3	50
do 19.. Coteau-Ottawa, and cab, \$3.50; meals, Ottawa and Montreal, \$3. ....	6	50
do 19.. Ottawa-Montreal, \$4.50 .....	4	50
do 20.. Montreal-Coteau, \$1.50; 28th, trip to Montreal and return, \$5.50 ....	7	00
do 30.. Fare, Coteau-Belleville, and sleeper, \$8; meals, &c., \$3 .....	11	00
do 31.. Railroad fare Crookston-Belleville, 75c.; fare Belleville-Montreal and Pullman, \$9 .....	9	75
June 1.. Meals at Montreal, \$3; fare Montreal to Vaudreuil, \$1.25 and Pullman.	4	25
	\$76	50

Certified correct, wholly incurred on public service.

THOS. MONRO.

Received payment,

THOS. MONRO.

Q. That account is correct in every particular ?—A. Yes, it is correct.

Q. Will you please tell me what the fare to Montreal and return from Coteau is ?—A. I cannot say.

Q. You have been paying it here all along. Don't you know what the regular fare from Montreal to Coteau is ?—A. From Coteau to Montreal is \$1.25.

Q. For a single ticket ?—A. Yes.

Q. What is it for a return ticket ?—A. I do not know.

Q. You always bought a single ticket when you had to go down; you got a single ticket each way and charged it in the account ?—A. Yes.

Q. What is the fare from Coteau to Ottawa ?—A. It is \$2.55.

Q. And the same from Ottawa to Coteau ?—A. Yes.

Q. What is the return fare ?—A. I cannot tell you.

Q. You are coming and going every day and you bought single tickets each way ?  
—A. I was not coming and going every day.

Q. It looks like it from the account. You bought a single ticket each way. That is your practice?—A. Yes.

Q. Who is Mr. Grant?—A. He is one of my assistants here.

Q. I find in his account that he bought a return ticket every trip he made while you charged full fare each way? Did you have a pass on the Canada Atlantic Railway in June, 1897?—A. Yes.

Q. And you travelled on it all the time?—A. I did not travel on it at that time. While I have that pass I have paid my fare.

Q. Had you a pass on the Grand Trunk?—A. I had a pass only for part of the year. I did not get a pass until some months had elapsed. I suppose you are examining upon 1897.

Q. From June, 1896 to June, 1897. When did you get your pass from the Grand Trunk?—A. I do not recollect. It was sometime two or three months after the beginning of the year. They don't give passes on account of my position; this was simply a complimentary pass.

Q. When did you receive your pass from the Grand Trunk?—A. I cannot say, I do not recollect exactly when I received it.

Q. Have you any way of finding out?—A. I suppose so, yes.

Q. Then did you have a pass over the Grand Trunk in June, 1897?—A. Yes, I think so.

Q. Had you one over the Grand Trunk in May, 1897?—A. I cannot say, I think I had.

Q. Had you one also on the Canada Atlantic?—A. Yes.

Q. Now, then, you swear that in May and June, 1897, having a pass to travel over both of these roads you bought single tickets?—A. I have bought tickets, I will not say single tickets, but I have paid my fare while I had the pass in my possession.

Q. On every trip you made?—A. I will not say on every trip.

Q. You will not say that?—A. No, I will not say that.

*By Sir Charles Hibbert Tupper :*

Q. On the 6th of May did you actually pay that money out?—A. I cannot say.

Q. You may have travelled on your pass?—A. I will not say that; I cannot swear.

Q. But you must say one or the other?—A. It is possible.

Q. And you certified this account as correct?—A. Yes.

Q. Will you make the same remark as to each other charge in this account?—A. No, there is just a possibility as to my being mistaken on one occasion or the other.

Q. On the 7th and 8th of May is there a possibility of your being mistaken?—A. No I will not say; I will just give the evidence I have given, there is just a possibility that I may have made a mistake in my account, and having a pass I may have paid money for my fare.

Q. On the 7th and 8th you charged fare to Montreal and return \$3; will you undertake to say that you paid that amount out of pocket?—A. I will not undertake to say.

Q. On 10th May, Montreal \$3; will you undertake to say that you paid that out?—A. I will not.

Q. On 11th May, Coteau to Ottawa and cab; will you undertake to say as to that?—A. Do you mean the railway fare?

Q. Yes.—A. I make a general statement that I cannot say that.

Q. You say that this is correct?—A. No, I cannot say.

Q. Can you say that any one of these is correct?—A. I believe so.

Q. Can you say?—A. I cannot, but that is what I believe.

Q. Why did you certify that they are correct?—A. Because that was my belief at the time.

*By Mr. Lister :*

Q. Is it your belief now?—A. Yes.

## Public Accounts Committee.

*By Sir Charles Hibbert Tupper :*

Q. I am asking you whether you are in the habit of charging railway fares you do not pay for?—A. No, I am not in the habit.

Q. You say there is a possibility of your having done so?—A. Yes, certainly.

Q. But it is an exception?—A. Yes.

Q. But you have done such a thing?—A. Yes.

*By Mr. Lister :*

Q. Sir Charles Hibbert Tupper asked you to say to-day in the face of these accounts whether you can swear you paid or not. You say you cannot?—A. No.

Q. I understood you to say that you understood that to be correct?—A. Yes.

*By Mr. Wood, (Brockville) :*

Q. You say you cannot swear as to one single dollar of these fares being correct?—  
A. Oh, yes, I can.

Q. Tell us of one case. Are you in the habit of travelling on a pass?—A. Well, yes, I am.

Q. You only pay your fare on those roads where you have no pass?—A. I have paid my fare on those roads where I have a pass.

Q. Will you state one case in your own personal experience where you did so?—A. I can state a good many.

Q. Give me one?—A. I cannot recollect the date.

*By Mr. Taylor :*

Q. You came up on 6th May from Coteau to Ottawa; have you a memorandum book?—A. No.

Q. How long did you remain in the city that day?—A. I cannot tell you. On the 6th May of what year?

Q. 1897?—A. I cannot tell you.

Q. Did you pay the Russell House \$3 for your hotel bill?—A. Not that day, but I paid my bill when they sent it in. I always paid my bill at the Russell.

Q. You say you paid it but I see no voucher?—A. I always sent the vouchers.

Q. On the 7th and 8th of May then you went to Montreal. You have charged Montreal and return \$3. How long did you remain there on the 7th and 8th?—A. I probably went there in the afternoon and came back next morning.

Q. Next morning?—A. It might be in the morning, it might be in the day; I cannot recollect.

Q. As near as you recollect, now, you went down in the afternoon, and came back the next morning?—A. I do not remember.

*By Sir Charles Hibbert Tupper :*

Q. Did you keep an account of these items?—A. No; I did not.

Q. So that you made up from memory this account?—A. Perhaps from my memory; I might have a few notes.

Q. Is that your general practice?—A. With my personal accounts, yes.

*By Mr. Taylor :*

Q. Can you remember if you were more than a day in Montreal on the 7th and 8th of May?—A. I cannot tell you.



Q. Did you pay the Windsor Hotel \$6?—A. Oh, certainly ; whatever the account says I paid.

Q. There is no voucher, and we will find on the ledger account of the Windsor Hotel \$6 paid on that day?—A. I presume so.

Q. You invariably bought single tickets each way?—A. I have answered that already.

Q. Did you not know that you could buy a return ticket at a reduced rate?—A. I might have known, but I did not pay very much attention that way.

Q. I want you to tell me if you can give on which of these days that I have read from this bill that you paid there?—A. I cannot say that ; I cannot reply to that question.

Q. Did you pay your fare, or use a pass, on the 6th of May?—A. I cannot answer that question.

Q. Then you might have used your pass that day?—A. Well, I do not see that I am obliged to answer that question.

The CHAIRMAN (Mr. McMullen) : Oh, yes, you are ; you are a public servant.

*By Mr. Taylor :*

Q. I want to know whether you charged these fares and used your pass?—A. I cannot answer that question.

Q. Do you know who was the conductor on the train that day?—A. No.

Q. The same conductors are there probably all the time. The same men travel over that line, or are they changed?—A. I cannot say that.

Q. Now, then, you say you have paid a fare between Coteau and Ottawa, having a pass in your pocket at the same time?—A. Yes.

Q. Give us the dates on which you paid and travelled on your pass?—A. I have already said that I have paid.

Q. Did you in May, 1897, buy a ticket?—A. I cannot say.

Q. You cannot say whether in the month of May you paid for a ticket either way?—A. I cannot say.

Q. You may then have travelled on a pass during the entire month?—A. I do not think so.

Q. Might you have done so?—A. I do not think so.

Q. Did you pay on any one occasion during that month?—A. I cannot say.

*By Mr. Haggart :*

Q. I see an item here in the Auditor General's Report(R.—54) "Thorold hydraulic cement in 12,107 jute bags of 130 lbs equal to barrels of 240 lbs net, 6,053½ barrels, \$7,022.06," do you know anything about that cement?—A. What do you mean?

Q. That has been furnished to the Soulanges Canal?—A. Of course I do.

Q. Where is it?—A. In the sheds, principally.

Q. Did you ever try any of that cement?—A. Yes.

Q. What sort is it?—A. It is very poor.

Q. Is it fit to use at all on the canal?—A. Well, I should think not.

Q. You have not allowed any of it to go into the work have you?—A. Some of it, a small amount.

Q. About how much of it is down there?—A. About 20,000 barrels.

Q. Did you ever make a report to me on the subject of Thorold cement?—A. Yes, I think I have.

Q. To what effect?—A. To the effect that it was good cement. I told you it was good cement. I recollect giving a written opinion to that effect. That was a cement we used when I was engineer on the Welland Canal. It was undoubtedly good cement of this kind, that is to say, native cement.

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Q. Is it fit at all for the work on the Soulanges Canal.—A. My opinion is that it is not fit.

*By Mr. Foster :*

Q. When was it bought?—A. It began to be bought in April, 1897.

Q. And there is 20,000 barrels of it there?—A. Yes.

*By Mr. Wood :*

Q. Where has it been used?—A. Partly in the foundation for the entrance walls at Coteau Landing.

Q. How much?—A. I could not say, not a very large amount.

Q. Surely you must have an approximate idea?—A. I cannot say. A very small amount.

*By Mr. Wallace :*

Q. One hundred barrels?—A. I should think so.

*By Mr. Wood :*

Q. Is it good cement?—A. No.

Q. Is it fit for that purpose?—A. No.

*By Mr. Macdonell :*

Q. It is not the same cement as used on the Welland Canal?—A. No.

Q. It is inferior quality?—A. Yes; so far as my experience goes.

*By Mr. Bergeron :*

Q. Do you remember from whom it was bought?—A. James Battle, Thorold.

*By Mr. Flint :*

Q. Why did they stop using this cement on this canal?—A. I have nothing to do with that.

*By Mr. Macdonell :*

Q. Was that cement purchased by the government or by the contractors?—A. All cement used on the Soulanges Canal is purchased by the government.

*By Mr. Foster :*

Q. On whose report?—A. I cannot say.

Q. Were you asked to report on it?—A. No; not previous to the contract being let.

Q. Do you know what engineer was?—A. I do not.

*By Mr. Macdonell :*

Q. Are you in charge of that work?—A. Yes.

Q. Naturally you would have authority to prevent the use of that cement?—A. I would have power to object.

Q. Have you objected?—A. Oh, yes.

*By Mr. Taylor :*

Q. You charge in your account railway fare from Coteau to Belleville, May 30, and sleeper \$8 ; did you pay your fare that day on the Grand Trunk to Belleville or did you use your pass ?—A. I could not say ; of course the sleeper would be a separate charge.

Q. But the fare on the Grank Trunk ?—A. I could not tell, really.

Q. You charge in your account on the 31st May, fare from Belleville to Montreal and Pullman, \$9.75 ; did you buy your ticket that day or did you use your pass ?—A. I could not say.

Q. You may have used your pass on both these occasions ?—A. I will not deny the possibility.

*By Mr. Somerville :*

Q. How long have you been in the service of the government ?—A. For 38 years.

Q. And have you been in the habit of charging railway fare when travelling on passes before this ?—A. No.

Q. How long have you had a pass ?—A. I do not recollect.

Q. How long have you had a pass on the Canada Atlantic Railway ?—A. I cannot say.

Q. Well, you can say pretty nearly ?—A. I cannot say pretty nearly.

Q. Have you had one for five years ?—A. I do not think so.

Q. For four years ?—A. I do not know, I am sure I cannot say.

Q. How long have you had a pass on the Grand Trunk ; had you a pass before the present government came into power ?—A. I think I had.

Q. On the Grand Trunk ?—A. Yes.

Q. On the Canada Atlantic ?—A. Yes.

Q. And did you follow the same course in regard to paying fares ?—A. I refuse to answer that question. I cannot say.

*By Mr. Bergeron :*

Q. Mr. Monro, you are asked if you paid your fare on parlour cars ; you had no pass on parlour cars ?—A. No.

*By Mr. Macdonell, (Selkirk) :*

Q. The question is whether Mr. Monro got his pass as an officer of the government or privately ?—A. I can assure you in both these cases I got my passes not as a public officer. It was purely a personal thing. I have nothing to do as a canal engineer with railways at all.

*By Sir Charles Hibbert Tupper :*

Q. You do not claim to be entitled to more for travelling purposes than you are out of pocket ; you do not claim the per diem rate ?—A. No, that is a question I am not going to discuss.

*By Sir Louis Davies :*

Q. Are you supposed to be allowed a mileage fee or just your actual disbursements ?—A. The rule has just been that when you go from Montreal to any other place you charge the fare to that place.

*By Sir Charles Hibbert Tupper :*

Q. Whether you pay it or not ?—A. That would be an entirely different question.

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Q. I understand you to say awhile ago, and that would be your only excuse, whatever it was worth, you might have put this in and you could not remember whether you spent it or not?—A. I do not recollect.

*By Mr. Taylor :*

Q. Here is your account for April. There are first two trips to Montreal and return, 5th and 9th, at \$5.50, which makes \$11. 11th, "Coteau, Ottawa and cab, \$3.25; Russell House, 11th, 12th and 13th, two and a half days at \$4, \$10. 13th, Railway fare, Ottawa to Coteau, \$3.05. 19th, Coteau to Montreal, \$2.50; cabs, 50 cents; meals, \$3. 21st and 22nd, fare Coteau to Ottawa, \$3.05; Russell, \$4; return, \$3.05. 31st, fare Coteau to Ottawa, \$3.05. 31st and 1st April, Russell, \$8. 2nd April, Ottawa to Coteau and cabs, \$3.50." Making in all, \$57.95. Did you disburse that month \$57.95 for the government?—A. I cannot say, I cannot answer that question.

Q. You marked the account "certified correct, all expenditure incurred on government service"?—A. I believed that at the time.

Q. Do you believe it to-day.—A. Well, I do.

Q. You will swear you disbursed all that money?—A. No, but I will swear I made my accounts out to the best of my ability. I will swear pretty lively that I never made any money travelling; I have always been out of pocket. It was never a source of profit to me to travel at the public expense. I care nothing about money. I have been in the service for thirty-eight years, and no one can say I was guilty of a dishonourable action. While I was on the Welland Canal twelve or thirteen millions of dollars passed through my hands during the whole time I was there, eighteen years, and there was no question about a cent of it; but it has been reserved to this day that I am called before this committee for the purpose of incriminating myself.

Q. We had a right to call you here, and the accounts are here?—A. I will not reflect on any one or be disrespectful.

Q. I want to ask you if you paid the Russell House \$4 a day on the 11th, 12th and 13th?—A. I believe I did most of the time.

Q. There is no voucher for it; I do not think the Russell charge is \$4 a day?—A. Isn't it?

Q. On the 5th and 9th April did you pay railway fares amounting to \$11?—A. I cannot say. I wish to simply reiterate that answer to the same questions, that is to say, that I cannot say.

Q. Then this account for \$57.95, you cannot say whether you paid that money to the railway companies or not?—A. I cannot say.

*By Sir Louis Davies :*

Q. I want to ask one question arising out of what Mr. Somerville asked the witness. Have you made any change in your mode of rendering accounts to the present government from the mode in which you rendered your accounts to the late government?—A. Not any.

Q. You have made the same charges to the late government as to the present government?—A. Precisely the same.

*By Sir Charles Hibbert Tupper :*

Q. On what principle have you made them as to travelling expenses?—A. The same immature and imperfect principle that I have tried to describe to you.

Q. Explain it again?—A. I am the most unbusinesslike of men?

Q. What I mean to ask is on what principle are you going in regard to the questions being put to you. Are you going on the assumption that you have the right to charge the allowance for accounts on the principle of cash paid out. On what have you gone for thirty years?—A. If you ask my opinion about it—

Q. I only want to know on what principle you make out your accounts, whether it is on the principle for which some contend that you were entitled to charge something at the rate of a fair allowance, or do you go on the principle that you are entitled to be paid simply what you have paid out?—A. I cannot say.

Q. Would you say on your oath that you cannot say on what principle you have gone?—A. I have no principle about it.

*By Mr. Foster :*

Q. Did you ever hear of this Order in Council as governing the matter of payments and consequently charges for travelling expenses, namely, an Order in Council of February 6th, 1893, page 26 :—

“ That all the previous Orders in Council relating to expenses and allowances for travelling and living expenses to officers and employees, when travelling on the public service be repealed, and that it be ordered that from the date of the passing of the order founded hereon, there be paid to all officers (with the exception of the Lieutenant Governor of the North-west Territories and the Major General commanding the militia, and the judges, who are otherwise provided for) travelling on public service for the government of Canada, their actual, reasonable and living expenses ; that all advances made to such officers for travelling expenses shall be accounted for within one month from the conclusion of the trip ; that the officers shall render to the Department of Finance a detailed statement of such expenses, and that a certificate be attached to all accounts for travelling as follows ; signed in each case by the officer who has incurred the expenses :  
‘ The whole of the expenditure was incurred on government business.’ ”

Q. Did you ever hear of that Order in Council as regulating the charges and payments for travelling expenses?—A. I did not.

*By Sir Louis Davies :*

Q. That Order in Council was never communicated to you from 1893 up to now?—  
A. I do not think so.

*By Mr. Somerville :*

Q. You are engaged on the Soulanges Canal?—A. Yes.

Q. When you go to Montreal on business what have you to do there in regard to canals. Do you go to make purchases or not?—A. I go there for a good many reasons. The cement is delivered there and we have some work in Montreal at times.

Q. What kind of work?—A. We have been doing bridge work at Lachine, and we have been getting very large castings, ten feet in diameter, at Ives' foundry.

Q. Have you to superintend the castings?—A. Mr. Chairman, I most respectfully submit that any criticism of this kind, after having my account examined by the chief engineer seems to be rather extraordinary. I have conformed to the rules of the department ; if I had not I suppose my accounts would have been returned to me.

Q. This committee has a right to get all the information they choose from you. You are an officer of the government and we are here for the purpose of getting information in regard to your accounts. You must not get on your high horse here because that will not do?—A. I never do that anyway, sir.

Q. When you go to Montreal as superintendent what is your business there?—A. I have business in connection with the department.

Q. In regard to castings?—A. Yes.

Q. The castings I suppose were made at the foundry and they have to be accepted by you as engineer?—A. Yes.

Q. And you go there for the purpose of examining them?—A. Yes, and for other purposes.

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Q. What other purposes?—A. My duties in connection with my position as the engineer superintending the canal.

Q. What are they?—A. There is the purchase of cement. The agents of the cement companies are at Montreal.

Q. Well, this cement, I understand, is ordered to be delivered?—A. We have now contracts for 127,000 barrels of Portland cement and all the agents are at Montreal. I have to see these agents in regard to the delivery and other things.

Q. Do you test the cement when you buy it; is it delivered at the works and tested there?—A. At what works?

Q. Where you are working at the canal?—A. Yes.

Q. That is where you test it?—A. Yes. We do not test it at Montreal.

*By Mr. Hughes :*

Q. Don't you test it by sample before you buy it?—A. No; we buy it under a specification, and if it is not up to the specification it can be rejected.

*By Mr. Somerville :*

Q. As I understand, the cement is tested on the work?—A. Yes.

Q. So you do not go to Montreal to test the cement?—A. I go there to give orders to the agents.

*By Mr. Clarke :*

Q. Is the cement tested at Montreal?—A. No; it is tested on the works. I go there to give orders and say how it is to be distributed on the canal.

*By Mr. Somerville :*

Q. You do not buy the cement?—A. No; the government buys it.

Q. But does the government buy it through you?—A. No; the government buys it through these people who are the agents for Belgian, German and other cements.

*By Mr. Clarke :*

Q. Are they buying any Canadian cement?—A. No, there is no Canadian cement contracted for now.

Q. Cement is being made near Owen Sound. Have you purchased any of that?—A. No; it is very good cement, though.

*By Mr. Clancy :*

Q. You say you kept no memorandum book of your expenses?—A. No.

Q. How then do you make out these accounts?—A. I make them out at the end of every month.

Q. And send them to the department?—A. Yes.

Q. On what do you base your accounts at the end of the month, since you keep no memorandum book?—A. I base them on my movements. They are known to my staff who recollect every month.

Q. Have you a comparatively good memory?—No; I have a poor memory.

Q. A bad memory?—A. Not a bad memory, but a rather poor memory.

Q. Can you trust to your memory to say whether you went to Montreal on the 6th May?—A. Now.

Q. No, but that you have gone?—A. Certainly.

Q. It was clear in your mind that at the time you made that up you went to Montreal on the 6th May?—A. Yes.

Q. Was it perfectly clear whether you paid your fare or used your pass on that occasion?—A. I could not say.

*By Mr. Clarke :*

Q. Don't you think it would be a business proposition in the future when you are taking a trip to Montreal and return to buy a return ticket?—A. Yes.  
Witness discharged.

COMMITTEE ROOM, 20th May, 1898.

Committee met ; Mr. McMullen in the chair.

Mr. A. R. G. HEWARD was called, sworn and examined.

*By the Minister of Marine and Fisheries :*

Q. You are a clerk in the Canadian Pacific Railway?—A. Yes, sir.

Q. And you have charge of and knowledge of passes issued by that company to different persons in Ottawa?—A. I countersign all annual passes.

Q. Can you state to the committee what passes were issued by the Canadian Pacific Railway for the past two or three years to any member of the Civil Service of Canada?—A. I have brought up the statement with me of the passes issued.

Q. Produce it.—A. That is the statement ; that covers just the current year, and is practically on the same lines as previous years.

*By Mr. Taylor :*

Q. Have you also a statement of passes to members of the public service not members of the Civil Service?—A. That was not called for. The letter calls for me to give evidence with respect to those officials of the Civil Service of Canada who have passes.

*By the Minister of Marine and Fisheries :*

Q. Do you know any distinction between an engineer of a canal and a member of the Civil Service?—A. I would consider him one ; it is made up on that basis.

*By Mr. Wood (Brockville) :*

Q. I see you have customs officials here?—A. Railway, customs and post office passes are exchange.

*By the Minister of Marine and Fisheries :*

Q. This is for the current year?—A. Yes.

Q. Was it the same in previous years?—A. Yes.

Q. How many years has this practice prevailed?—A. With regard to private secretaries of Ministers?

Q. No, with regard to the public officials?—A. Well, ever since I have had anything to do with the business, it has.

Q. How long is that?—A. Nine years.

Q. Then, since, the practice has been to issue passes to the persons named in these lists, or practically the same persons?—A. Practically the same persons. But you will notice that nearly the first two pages of the two and a half pages are taken up with post office and Canadian Government Railways and a few customs officials ; well, these are in the nature of exchange.

Q. The first eleven of the first page are to customs officials, and the rest to post office officials, a page and a half.—A. The railways are given these in the same way as we would give them to the Grand Trunk officials ; it is an exchange to railway officials.

Q. These you look on in the nature of exchange?—A. Yes.

*By Mr. Wallace :*

Q. Does that apply to mail clerks?—A. Mail clerks do not, but the post office department have passes for inspectors ; for other officials like mail clerks, they travel in their cars, and have no passes.

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Q. And when not on duty they pay their fares like any one else?—A. Yes.

*By the Minister of Marine and Fisheries :*

Q. You will leave this statement with us?—A. Yes.

*By Mr. Foster :*

Q. Has there been any change of late in the matter of giving passes to private secretaries?—A. I think in 1897 it became more general to give to the private secretaries of ministers limited passes.

Q. What do you mean by that?—A. They do not cover the whole system.

*By Mr. Wood (Brockville) :*

Q. Did any of them get such passes before?—A. Some of them did always the secretary of the Minister of Railways had one, but that comes under the head of railway exchange.

*By Mr. Foster :*

Q. And no other secretaries?—A. I won't say that; a few got them—those who travelled more than others, but the policy now is to give Ministers' secretaries passes.

*By Mr. Taylor :*

Q. That is the policy now?—A. Yes.

Q. Does the name of Mr. Thos. Monro, engineer of the Soulanges Canal, appear on that list?—A. Mr. Monro's name does not appear.

*By Mr. Macdonell :*

Q. Does this include your whole system?—A. I issue all the passes of this kind. I issue them myself at the instance of the president.

Q. Does this include the passes all over the entire system?—A. Yes; you will notice in the last column the territory that these passes are for is given. "Eastern lines" means east of Fort William.

*By Mr. Foster :*

Q. Are these passes given as a matter of course at the beginning of the year or are they applied for?—A. The customs passes are applied for by the controller of customs, and the postal passes by the deputy head of the post office, and the railway passes are applied for by Mr. Schreiber.

Q. And with reference to the others?—A. With regard to the immigration passes, and you will notice a great many of these, they are given also through the deputy head of the department; application comes from the deputy head of the department.

Q. And with reference to the others?—A. Of course there are a few sundry passes in the list given in exchange really for courtesies received by our officials—Judge Clark, Mr. Drinkwater and various others from the officers of the government who very frequently after hours put themselves to a great deal of trouble and show us a great deal of courtesy. By way of reciprocating we grant them these limited passes in order that they may travel on their holidays, etc.

*By Mr. Wood (Brockville) :*

Q. That is for favours received?—A. Yes.

*By Sir Louis Davies :*

Q. That last observation of yours may be taken to apply generally here, and it may do great injustice to a large number of men. There is a large number there who cannot be taken to give services to officials of your company.—A. How do you mean, sir?



*By Mr. Foster :*

Q. What is that last pass on the list? B 1280, John Sheridan?—A. Live stock commissioner.

Q. And Hon. is for Hon. or Honorary?—A. Honorary; live stock commissioner.

*By Sir Louis Davies :*

Q. You do not mean that remark of yours to apply for instance to any of these passes issued to officials in the post office department?—A. My last remark applies only with regard to the last few names on the list.

Q. I would rather you would single out who these are rather than make a general observation like that?—A. As I have said, the post office, customs and railway passes are given in a general exchange and the immigration passes, they are issued at the application of the deputy for immigration business, and then of course you have also got my answers with regard to the secretaries to ministers, and I said that those on the last page, practically those on the last page, there were a few passes that were given to officers who had put themselves out in one way or another after business hours, etc., and had extended courtesies to Judge Clarke, Mr. Drinkwater and others.

*By Sir Charles Hibbert Tupper :*

Q. Do you know who Mr. John Sheridan is?—A. I find him described here as live stock commissioner.

*By Mr. Foster :*

Q. Do you know who applied for him?—A. I presume our freight department; probably he has to do with the examination of freight cars for stock going through to the old country, in quarantine, etc.

*By Sir Charles Hibbert Tupper :*

Q. It is a late appointment, is it not?—A. It is a recently issued pass, so I presume it is.

Witness discharged.

Mr. F. H. CHRYSLER being called, made the following statement to the committee :

Mr. Fleck was obliged to leave town and he gave me a list of passes issued and asked me to attend the committee.

Being sworn he testified as follows:—

*By Sir Louis Davies :*

Q. Will you kindly state to the committee why you are present?—A. The secretary of the company in answer to the summons said there was no official having special charge of the subject of passes; that is the request in the summons, and he prepared a list of those to whom passes are given, in accordance with the summons, and he asked me to bring it up and lay it before the committee.

Q. Will you produce it?

The witness produced statement.

*By Sir Charles Hibbert Tupper :*

Q. These are all passes used now in the civil service?—A. In the civil service.

## Public Accounts Committee.

*By Mr. Macdonell :*

Q. What do you understand civil service to mean?—A. All employees of the government.

*By Mr. Fielding :*

Q. You do not mean it to be restricted in accordance with the terms of the act, but to apply to all government officials?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. Does that list apply to three years ago?—A. I think it applies to the present year.

*By Mr. Taylor :*

Q. This is the Canada Atlantic?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. Are you able to say ; I do not suppose you are ; but would like to know for certain on what principles these are given. You heard the last witness state the practice followed on the C.P.R.?—A. No, I cannot say that.

Q. These are not on the ground of application by the deputy head?—A. These are the only passes, I think.

Mr. WILLIAM WAINWRIGHT, being called and sworn, testified as follows :

*By the Minister of Marine and Fisheries :*

Q. Mr. Wainwright, will you produce a list of the passes granted by the Grand Trunk to the officials of the government over the Grand Trunk Railway?—A. I will produce a list of passes handed to me by the General Manager's assistant of passes issued officially, called for, to the government officials.

Q. I see this list purports to divide the names into departments. First there is the Post Office Department, and at the head it states "requested by R. M. Coulter," so I presume they were granted on his request?—A. Yes.

Q. Then there is the Customs Department "requested by J. McDougald, Commissioner" ; those were issued at his request?—A. Yes.

Q. Next is the Interior Department—one granted on the application of Mr. Smart and the others at the request of the assistant secretary, Mr. Pereira ; Department of Agriculture, requested by Mr. Scarth and Mr. Robertson?—A. Yes.

*By Mr. Taylor :*

Q. That list I presume is for the current year?—A. Yes.

*By the Minister of Marine and Fisheries :*

Q. Passes for the Department of Railway are requested by Mr. Schreiber and one by Mr. Pottinger?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. Mr. Monro said he had been in the habit of receiving one on the Canada Atlantic and one on the Grand Trunk, that is not on the list?—A. That was granted to him privately, not as an official. Hearing that the question was as to his receiving a pass I looked it up and found out that he had a pass.

*By Mr. Taylor :*

Q. But he has a pass?—A. I believe so, personally.

*By the Minister of Marine and Fisheries :*

Q. There are other passes existent which were not granted at the request of departmental heads or deputies not in his list?—A. That is the list given me. I believe there are other complimentary passes. We did not understand the request of the committee to refer to any passes issued as complimentary.

Q. Where sent on the request of the heads of departments they are here, but where sent as personal they are not here?—A. That is so.

Q. You have no objection to produce a list such as the Canada Atlantic and Canadian Pacific have done, embracing complimentary passes?—A. I could not say that without consultation with my general manager. I do not know that passes issued as a matter of courtesy or personally are official. Of course, if the committee has a right to demand this, we shall have to do it. We did as requested by Mr. Robidoux's letter, but there are others. I found out that Mr. Monro had a pass granted to him by the courtesy of a brother engineer.

Q. I would ask you, Mr. Wainwright, to send a full list?—A. Of course we looked on that as referring to official requests, not personal passes. I made inquiries about Mr. Monro and I found it was obtained for him by a brother engineer on the road and was not official in any respect.

Q. Then I take it you will produce a list of all passes granted on personal solicitation?—A. Or without solicitation at all, because there have been such issued.

*By Mr. Taylor :*

Q. I see one name on here requested by the Hon. J. I. Tarte, "George W. W. Dawson, General Agent" is he in the Public Works Department do you know?—A. I do not know him, I do not know who he is.

Witness discharged.

Mr. JOHN CAMPBELL, being called and sworn, testified as follows:—

*By Mr. Taylor :*

Q. What is your occupation?—A. Conductor.

Q. Where?—A. On the Canada Atlantic Railway.

Q. Where do you reside?—A. Ottawa.

Q. What train do you run?—A. No. 1 and No. 4.

Q. That is from Ottawa to Coteau and return?—A. Yes.

Q. How long have you been running this train?—A. For the last seven or eight years.

Q. Are you acquainted with Mr. Monro, superintending engineer of the Soulanges Canal?—A. Yes, sir.

Q. During the months of April, May and June of 1897, do you remember Mr. Monro travelling over the road frequently?—A. I was not in the train service those months.

Q. I thought you said you were on the train for seven or eight years.—A. For seven months last year I was in the city.

Q. Who was in charge of the train?—A. Conductor Whitman.

Q. Were you there in August, 1896?—A. Yes, sir.

Q. Do you remember Mr. Monro travelling on the road during the month of August, 1896?—A. I could not say.

Q. You do not remember?—A. No.

Q. Do you remember in 1896 and 1897 of his travelling over the road?—A. He has been on the train, but I do not remember how often.

Q. On what did he travel, a ticket or pass?—A. As a rule, on a pass

## Public Accounts Committee.

Q. Were there exceptions?—A. Not that I remember of.

Q. Invariably on a pass?—A. I think so.

Q. You do not remember him ever travelling on a ticket that year?—A. No, sir; not that I have any recollection of.

*By Sir Charles Hibbert Tupper :*

Q. Where was he in the habit of going on the train?—A. Well, sometimes he would come to the city here; he was generally up and down between here and Coteau.

Q. You knew his business?—A. Oh, yes, engineer of the canals.

Q. Coming from work and going back?—A. Yes.

*By Mr. Taylor :*

Q. Who was in charge of the train while you were off?—A. From January 1st, 1897, to August, Whitman was.

Q. Where does Whitman reside?—A. In Ottawa.

*By Sir Charles Hibbert Tupper :*

Q. What is his full name?—A. Harry Whitman?

*By Mr. Taylor :*

Q. Then from June, 1896, to January, 1897, you were in charge?—A. Yes, sir.

Q. And during these months you remember Mr. Monro having travelled frequently over the road?—A. Yes, sir.

Q. During these months, from June, 1896, to January 1st, 1897, you never knew Mr. Monro to present a ticket, but he always travelled on a pass?—A. No, sir; not that I remember of.

Q. What is the single fare from Ottawa to Coteau?—A. \$2.55.

Q. And what is the return?—A. These are sold at stations.

*By Mr. Macdonell (Selkirk):*

Q. The fare is ten cents more on the train?—A. Yes.

The committee adjourned.

HOUSE OF COMMONS,

COMMITTEE ROOM 49, 25th May, 1898.

### TRAVELLING EXPENSES OF THOS. MONRO, C.E.

The Committee met at 10 o'clock a.m., Mr. McMullen, chairman, presiding.

Mr. J. H. WHITMAN, being called and sworn, testified as follows :

*By Mr. Taylor :*

Q. What is your name?—A. Joseph Henry Whitman.

Q. What is your occupation?—A. Conductor.

Q. On what road?—A. Well, I am on the Parry Sound just now, but it is the Canada Atlantic and Parry Sound.

Q. On what road were you during the months of April, May and June, 1897?—A. I was on the Canada Atlantic.

Q. Running from here to where?—A. Montreal.

Q. Are you acquainted with Thomas Monro, engineer of the Soulanges Canal?—A. Yes.

Q. Did he have a pass over your road in these months?—A. Yes.

Q. Did he travel with you several times during these months?—A. Yes; he came up once or twice a week.

Q. Did he ever use a ticket?—A. Not that I know.

Q. He always used a pass?—A. Yes.

The witness was discharged.

The committee adjourned.

HOUSE OF COMMONS, Friday, May 27th, 1898.

The committee met at 10 o'clock a.m., Mr. McMullen, chairman, presiding.

Mr. F. X. ST. JACQUES, sworn, was examined as follows:—

*By Mr. Taylor:*

Q. You are the proprietor of the Russell Hotel, are you?—A. Yes.

Q. The account you furnished to the committee marked "I," is the account of Thomas Monro, superintending engineer of the Soulanges Canal during the period from July 1st, 1896, until June 30th, 1897; is that a correct copy of charges made in your books?—A. It is correct.

Q. That covers the full period?—A. Yes. May I take the liberty of drawing the attention of the committee to a certain thing. In charging Mr. Monro \$1.75, it was not correct any more than he paid so much a month with the understanding that he occupied a room at the hotel, and I charged Mrs. Monro probably in excess of what I would have charged otherwise. I could not tell what the proportion is any more than that she paid so much a day, and when he came it made it so much less because he occupied the same room.

The witness was discharged.

THOMAS MONRO, recalled.

THE CHAIRMAN—Mr. Monro, there has been some more evidence in reference to the subject on which you were examined before the committee. For instance, Mr. St. Jacques has handed in a document which he has sworn to as the charges written up in his books from day to day against you, and there is some other evidence. We will hear anything you have to say now, or you can look over the bill and see the evidence, and wait until Monday to make your statement.

Mr. MONRO—I think I should prefer to wait until Monday.

The committee adjourned.

HOUSE OF COMMONS, 31st May, 1898.

The Committee met at 10 o'clock a.m., Mr. McMullen, chairman, presiding.

Mr. F. X. ST. JACQUES, being sworn, testified as follows:—

*By Mr. Cowan:*

Q. I believe you made a statement the other day concerning some moneys paid you for lodging or board by Mr. Monro. Did that include all the moneys paid?—A. I simply charge him for his board there, but he is paying for his room right along. Mr. Monro is charged for his board for the time he is there, but he is paying for his room.

Q. So the figures given by you were for board only, exclusive of room?—A. Yes.

Q. And other accommodations?—A. And other accommodations.

Q. Would \$4 a day be a reasonable charge for the accommodations received by Mr. Monro?—A. I often charge \$4 a day for such a room as he occupied with baths and everything in it.

Q. What would you say as to \$4 a day being the actual expense of Mr. Monro while stopping at the Russell House?—A. For a room such as Mr. Monro very often

## Public Accounts Committee.

occupies on the first floor, with a bath and such things, I would charge \$4 a day for any transient guest.

Q. So that you think a charge for expenses of \$4 a day was actually spent by Mr. Munro?—A. Well, he spent more than that there.

*By Mr. Taylor :*

Q. Mrs. Munro was occupying a room, was she, at the hotel?—A. Most of the time she does.

Q. The room was rented for Mrs. Munro?—A. Yes; he occupies a room there with her.

Q. You stated here the other day that “14½ days’ board, Mrs. Munro, \$36.25,” included room?—A. Yes.

Q. That both of them occupied?—A. No, they do not always occupy the same room.

Q. When she is there?—A. Yes, when she is there.

Witness discharged.

Mr. THOMAS MUNRO, sworn, testified as follows:—

*By Mr. Cowan :*

Q. I understand that Mr. Munro simply wants to make a statement to the committee?—A. All I want to do is to state most emphatically that in regard to any sums charged by me for living expenses in connection with my duties as a public officer, I am not fully paid for my expenses; I am always a little out. Further it appears to me that the sum of \$4 a day is a reasonable sum for an officer in my position, being as I understand it not any more than is allowed to commercial travellers travelling for large Montreal houses in the interests of their concerns, I must simply say to the committee that I am in a very awkward position. For 38 years I have been an officer of the Department of Public Works and afterwards of the Department of Railways and Canals and in that time I have had important trusts and a large amount of public money has passed through my hands,—millions of dollars—and this is now the first time that any attempt has been made to find fault with my character. I cannot imagine how the gentleman who has undertaken this investigation can be actuated by any principle except what, I suppose, he conceives to be a public duty, in conducting this investigation against me because I have not the honour of his acquaintance. I have never had any relations with him until I met him at this committee. With these remarks I would throw myself as an officer of long standing upon the good feeling and sense of justice of this committee.

*By Mr. Foster :*

Q. I hope Mr. Munro will not think any of these investigations are carried on against individuals. A member of the committee goes over the accounts; he sees what he thinks are irregularities and it is his duty to inquire about them?—A. No, sir, I am not making any charge of that kind at all.

*By Mr. Wood (Brockville) :*

Q. There is no member of this committee who has any desire to persecute you in any way or to single you out. However, when the accounts were brought before this committee it was the duty of the committee to investigate them thoroughly. I for one believe that \$4 a day is too much; I do not think that there is any comparison to be made between your position and that of a commercial traveller representing a large wholesale house in Montreal, because it is expressly understood between a commercial traveller and his employer that he is to spend a good deal of money in entertaining his customers. You are not. I sometimes stop at the Windsor, at Montreal, and I find it all I can do to pay \$4 a day, in fact I cannot afford it, and it seems to me that \$4 a day

is a pretty large sum. It was admitted that your wife was with you, that her account is included and that the country paid for her?—A. That is not the case. I wish to deny that immediately.

Q. That was the impression obtained from the evidence?—A. I think there is no ground for such an impression as that, because I can distinctly state that for the month of February I paid for board at the Russell House, \$200; for March, \$150; for April, \$150; and my bill for May is not yet made out, but I expect, as my wife is about to leave, that it will perhaps be another \$200.

The witness retired.

EXHIBITS REFERRED TO IN SEVENTH REPORT OF THE PUBLIC ACCOUNTS COMMITTEE.

(Exhibit A.)

COTEAU LANDING, 2nd June, 1897.

The Department of Public Works

To Thomas Monro, C.E., Dr.

1897.

May	6—Montreal and return, railroad fare, meals, &c..	\$ 5 50
* May	7, 8—Montreal and return, \$3; Windsor Hotel, \$6..	9 00
* do	10—Montreal and return, \$3; meals, \$3 .....	6 00
do	12—Coteau to Ottawa, and cabs (12-13) .....	3 50
do	12—do ; meals at Russell .....	6 00
do	13—Ottawa to Coteau, and cabs .....	3 50
do	19—Coteau to Ottawa, and cabs, \$3 50; meals Ot- tawa and Montreal, \$3 .....	6 50
do	19—Ottawa to Montreal .....	4 50
do	20—Montreal to Coteau, \$1.50; (28th) trip to Mon- treal and return, \$5.50 .....	7 00
† do	30—Fare Coteau to Belleville, and sleeper .....	8 00
† do	30—Meals .....	3 00
† do	31—Railroad fare Crookston to Belleville .....	75
do	31—Belleville to Montreal, and Pullman .....	9 00
June	1—Meals at Montreal, \$3; fare Montreal to Vaud- reuil, \$1.25 .....	4 25
		\$76 50

Certified correct: wholly incurred on public service.—THOMAS MONRO, C.E.

Received payment.—THOMAS MONRO.

(Exhibit B.)

ENGINEER'S OFFICE,

COTEAU LANDING, P.Q., 3rd May, 1897.

The Department Railways and Canals

To Thomas Monro, C. E., Dr.

1897.

April	2—Railway fare Coteau to Ottawa, and Cabs .....	\$ 3 55
do	2, 3—Russell House (voucher) .....	6 00

\* Anent Mr. Keefer, G. T. question. † Examination Crookston quarries.

## Public Accounts Committee.

April	3—Ottawa to Montreal, fare, etc., \$4.50; meals, Montreal, \$3.00 .....	\$ 7 50
do	3—Montreal to Coteau .....	1 50
do	8—Coteau to Montreal and return, one trip .....	5 50
do	8—Coteau to Ottawa, \$3.05; cabs, 50c .....	3 55
do	11-13—Russell House (voucher) .....	8 00
do	13—Ottawa to Montreal, \$4.50; Montreal to Coteau, \$1.50 .....	6 00
do	15— do Meals .....	2 00
do	23—Coteau to Montreal and return, one trip, meals, &c. ....	5 50
		\$49 10

Certified correct; the whole incurred on Government business.

THOMAS MONRO, C.E.

Received payment.—THOMAS MONRO.

(*Voucher.*)

THE RUSSELL.

(*F. X. St. Jacques, Prop.*)

OTTAWA, 5th May, 1898.

Mr. Thomas Monro

To F. X. St. Jacques, Dr.

1897.

April	2, 3—For board .....	\$ 6 00
do	11-13—Board .....	8 00
		\$14 00

Received payment for F. X. St. Jacques.

H. H. P.

(*Exhibit C.*)

COTEAU LANDING, 2nd April, 1897.

Department of Railways and Canals,

To T. Monro, C.E., Dr.

1897.

March	—Two trips, Montreal and return, (5th and 9th) at \$5.50 .....	\$11 00
	11—Coteau-Ottawa and cabs .....	3 25
do	—Russell House (11th, 12th and 13th) 2½ days at \$4.00 .....	10 00
	13—Railway fare, Ottawa and Coteau .....	3 05
21, 22	—Fare, Coteau-Ottawa, \$3.05; Russell, \$4, return \$3.05 .....	10 10
	31—Fare, Coteau-Ottawa, \$3.05 .....	3 05
	31 and April 1—Russell House .....	8 00
April	2—Ottawa-Coteau and cabs .....	3 50
		\$57 95

Certified correct; all expenditure incurred on government service.

THOMAS MONRO, C.E.

Received payment.—THOMAS MONRO.



THE RUSSELL,

OTTAWA, 9th April, 1897.

Mr. Thos. Monro, to F. X. St. Jacques, Dr.

1897.

March—	For board, 11th, 12th and 13th, two and a half days.	\$ 10 00
do	do 21st and 22nd, one day.	4 00
do	do 31st and April 2nd, two days.	8 00
		\$22 00

Received payment for F. X. ST. JACQUES.

*(Exhibit D.)*

COTEAU LANDING, 1st March, 1897.

The Department of Railways and Canals,

To Thomas Monro, C.E., Dr.

1897.

Feb. 15, 16—	Ottawa and return, railroad fare \$6.10, cabs, 50c. ; Russell House, meals, \$4.00.	\$ 10 60
do 11, 19, 25—	Montreal and return, three trips at \$5.50.	16 50
		\$27 10

I certify the above account correct in every particular and incurred on government business—THOMAS MUNRO.

Received payment—THOMAS MUNRO, C.E.

*(Exhibit E.)*

SOULANGES CANAL,

ENGINEER'S OFFICE,

COTEAU LANDING, P.Q., 2nd Oct., 1896.

DEPARTMENT OF RAILWAYS AND CANALS,

To THOMAS MONRO, C.E., Dr.

1896.

Sept. 4.	To Montreal and return, \$2.50 ; cab, 50 cts.; meals, \$3.	\$ 6 00
7-8.	do \$2.50 ; meals, \$4.	6 50
12.	Montreal and return, \$5.50 ; do., 16th, \$5.50 ; 19th, \$5.50	16 50
22.	do \$2.50 ; meals, \$3 ; cab, 50 cts.	6 00
23.	Ottawa and return, \$6.10 ; meals, \$3.	9 10
25.	Montreal and return, \$2.50 ; meals, \$3 ; 29th, do., \$5.50.	11 00
30. Oct. 1.	Ottawa return, \$6.10 ; cab, 50 cts.; meals, \$4.	10 60
		\$65.70

I certify that the above account for travelling expenses is correct in all particulars and that the whole expenditure was incurred on Government business.

THOMAS MONRO, C.E.

Received payment—THOMAS MONRO, C.E.

## Public Accounts Committee.

(Exhibit F.)

COTEAU LANDING, 1st Nov., 1896.

THE DEPARTMENT OF RAILWAYS AND CANALS,

To THOMAS MONRO, C.E., Dr.

Oct. 3rd. Railway fare, Montreal and return, \$2.50; meals, \$3; cab, 25c .....	\$ 5 75
17th. do, \$5.75; 22nd, do, \$5.50; 27th, do, 5.50.....	16 75
20th and 21st. Railway fare to Ottawa, \$3.05; hotel, \$4; return, \$3.05; cab, \$1 .....	11 10
	\$33 60

I certify that the above account for travelling expenses is correct in all particulars and that the whole expenditure was incurred on Government business.

THOMAS MONRO.

Received payment—THOMAS MONRO, C.E.

OTTAWA, Oct. 21st, 1896.

Mr. THOMAS MONRO,

To F. X. ST. JACQUES, DR

For Room and Board, Oct. 20th and 21st.....	\$4 00
	\$4 00

Received payment for F. X. St. Jacques,

F. X. ST. J., per B.

(Exhibit G.)

ENGINEER'S OFFICE,

COTEAU LANDING, P.Q., Nov. 30th, 1896.

DEPARTMENT OF RAILWAYS AND CANALS,

To THOMAS MONRO, C.E., Dr.

1896.

Nov. 3. Railway fare to Montreal and return \$2.50, Cabs, 50 cts, meals \$3.00.....	\$ 6 00
10-11 Montreal and return (Mr. Shanly) \$2.50, Cabs, 50 cts. Meals, \$4.00.....	7 00
14 Meals, \$5.50.....	5 50
16 Ottawa and return and Cab \$6.50, meals at Russell, \$3.00 .....	9 50
20-24-27 Three trips to Montreal, \$5.50.....	16 50
	\$ 44 50

Received payment.—THOMAS MONRO, C.E.

I certify that the above account for travelling expenses is correct in all particulars and that the whole expenditure was incurred on government business.

THOMAS MONRO, C.E.

(Exhibit H.)

ENGINEER'S OFFICE.

COTEAU LANDING, P.Q., August 1st, 1896.

The Department of Railways and Canals.

To THOMAS MONRO, C.E., Dr.,

1896.			
July 2.	Railway fare and sleeper, Coteau, Belleville to examine Macdonald's quarry.....	\$ 7 00	
	Hotel, &c., at Belleville.....	2 50	
3.	Belleville, Montreal, and parlour car \$7.00 meals \$3.00 .....	10 00	
4.	Montreal-Coteau .....	1 50	
8-11.	Two trips Montreal and return, meals and cabs..	11 00	
21-28.	do do .....	11 00	
31.	Fare Coteau-Montreal \$1.50, meals \$3.00. ....	4 50	
			<u>\$ 47 50</u>

Certified correct.

THOMAS MONRO, C.E.

Received payment.

THOMAS MONRO.

(Exhibit I.)

OTTAWA, 25th May, 1898.

THOMAS MONRO, Esq.,

In account with F. X. St. JACQUES.

1896.			
7.00	Aug. 12.	Lunch, 50c; wine, 75c.....	\$ 1 25
4.00	Sept. 23.	Lunch and dinner, \$1; wine, 75c.....	1 75
3.00	1775 Oct. 1.	One day's board, \$1.75; wine, \$1.50.....	3 25
	1775 Nov. 16.	Lunch and dinner.....	1 00
	Nov. 18.	Lunch, 50c; wine, 75c.....	1 25
	Dec. 26.	Wine, \$3.60; ex. meals, 50c; tel., 25c; wash, 55c.....	4 90
	do 26.	Two days' board, self.....	3 50
	do 31.	14½ do Mrs. Monro.....	36 25
1897.			
	Jan. 18.	Wine, \$5.90; wash, \$1.05.....	6 95
	do 2.	One day's board, self.....	1 75
	do 12.	do do .....	1 30
	do 18.	Lunch, self.....	0 50
	do 18.	18 days' board, Mrs. Monro .....	45 00
	Feb. 28.	Wine, \$4.50; bag., 25c.; wash, 35c.; ex. meals, 75c.; exp., 55c.....	6 40
4.00	1775 do 16.	One day's board, self.....	1 75
	do 28.	26½ days' board, Mrs. Monro.....	65 50
	Mar. 31.	Wine, \$14.35; wash, 25c.; exp., 25c.; ex. meals, 50c.....	15 35
10	do 1.	1½ day's board, self.....	2 65
8	do 15.	3½ days' do .....	6 50
22.00	1575 Mar. 23.	1½ day's board, self.....	3 10
	Mar. 28.	2 days' board, self.....	3 50
	do 31.	31 days' board, Mrs. Monro.....	77 50
	April 22.	Wine, \$15.55; ex. meals, \$1; coach, 60c.; cash, 70c.; tel., 25c.....	18 10
	do 5.	3 days' board, self.....	5 25
	do 13.	1½ day's do .....	3 10
	1375 April 19.	2½ days' board, self.....	4 85
\$14.00	April 22.	21 days' board, Mrs. Monro.....	52 50
	May 22.	Wine, \$3.05; bag., 25c.; ex. meals, \$1.75 .....	5 05
\$6.00	do 14.	1½ day's board, self.....	2 40
3.00	1775 May 19.	do .....	0 85
9.00	May 22.	7 days' board, Mrs. Monro.....	17 50
			<u>\$400 50</u>
	1896.		
	Dec. 9.	By cheque.....	\$100 00
	1897.		
	Mar. 14.	do .....	100 00
	April 17.	do .....	100 00
	May 14.	do .....	75 00
			<u>375 00</u>
			<u>\$ 25 50</u>

APPENDIX No. 2*d*

COMMITTEE ROOM,  
OTTAWA, FRIDAY, 3rd June, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Eighth Report :—

Your Committee have had under consideration the accounts, vouchers and other papers relating to the payment of \$300 to Col. Domville, for J. Milton Barnes, set out on pages L—77 and 78, of the Report of the Auditor General, for the year ended 30th June, 1897, and in connection therewith have examined witnesses under oath, and for the information of the House, report herewith the evidence given by such witnesses and the exhibits filed during the said examination, and your Committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

JAS. McMULLEN,  
*Chairman.*



## Public Accounts Committee.

### MINUTES OF EVIDENCE

#### REFERRED TO IN THE EIGHTH REPORT OF THE PUBLIC ACCOUNTS COMMITTEE.

COMMITTEE ROOM,  
TUESDAY, 26th April, 1898.

Committee met, Mr. McMullen in the chair.

Col. PANET, Deputy Minister of Militia and Defence, was called, sworn and examined by Mr. Foster.

Q. You are the Deputy Minister of the Militia Department?—A. I am.

Q. You have looked over these accounts (Exhibit No 1)?—A. I have.

Q. Are you cognizant of them?—A. Yes.

Q. There is here "Cheque No. 244 'A' of 2nd June, 1897, paid Lieut.-Col. Domville, for J. Milton Barnes, Hampton, New Brunswick, \$300, being for rent of armoury for 8th Hussars, from March, 1892, to March, 1897, and charge same to this department." That is signed by yourself?—A. It is, sir.

Q. This is charged to the rental of armoury from March, 1892, to March, 1897. Were there previously any bills sent to the department for this indebtedness, and, if so, why were they not paid?—A. I am not aware that we received any bills before the matter came up, as it is shown in these papers.

Q. That is so far as bills are concerned. Do you know of your own personal knowledge that any demand was made on the department for this rent before this time?—A. I do not.

Q. You would know if any were made?—A. Very likely.

Q. I suppose that no formal demands were made?—A. I do not know.

Q. We may conclude that no demand was made for this to the Militia Department up to this time?—A. Very naturally.

Q. When was the bill for that \$300 handed to your department?—A. It was shortly, I believe, before it was paid. I cannot recollect.

Q. You have noticed this bill that is here?—A. I have, sir.

Q. It is dated "Hampton, King's County, May 31, 1887." I find nothing on it to indicate the date of service, but I find it marked "June 2nd, 1897." There is no mark on it to say when it was received?—A. There is nothing to show on what date it reached the department?

Q. But as the bill came in with the date of May 31st, 1897, and the cheque was issued on June 2nd, it must have got to the department either on May 31st or June 1st?—A. About that time.

Q. Either one or the other or on June 2nd. It could not have got into the department from Hampton, King's County, on the 31st of May, could it?—A. Well, sir, I am sure I could not say that.

Q. Are you not in a position to say whether it could have or not? Hampton is in King's County, and it is a day and a half's journey at least?—A. I suppose it would take a little more time.

Q. The trains, as they run, come up this way some time in the afternoon, leaving St. John about four o'clock and Hampton about 3.30, and if this bill were made out in Hampton on the 31st of May it could not have got into your department on the 31st of May?—A. No.

Q. About what time would it take to come from the proper hands into your hands?  
—A. I dare say it would take three or four days.

Q. That would be quick business, would it not?—A. Yes.

Q. This bill which was made out at Hampton on the 31st of May for which no preceding accounts had been rendered and no preceding demand made so far as your department was concerned, reaches your department sometime between the 31st of May and the 2nd of June?—A. Yes.

Q. And on the 2nd of June you issue a cheque for it?—A. Yes.

Q. To whom did you issue the cheque?—A. The cheque is issued "pay Col. Domville for Milton Barnes."

Q. When a bill comes into your department from any person for services rendered, is it usual without an order to make out a cheque to a third party in paying?—A. No, sir, it is not.

Q. Did you have any order from J. Milton Barnes?—A. No, sir. If you will allow me to explain—

Q. You may explain in a moment; so, in the first place you received a bill from J. Milton Barnes, who performed the service; you ordered the payment of it and issued a cheque to Lt.-Col. Domville for J. Milton Barnes; is that the course?—A. Yes, that is the course.

Q. Now, you may make any explanation you wish?—A. This is a special case. The invariable rule in the department is to issue cheques to persons who are entitled to receive the money. In this case it was not done. I must confess that I felt the influence of a Member of Parliament and at his solicitation issued the cheque in his name for Barnes. I confess that it should not have been done.

Q. What was the nature of this influence you felt?—A. I felt the influence that I would feel if you came to me and asked for a cheque for payment of any account.

Q. If that is all that is required from a Member of Parliament to issue him a cheque I will come over?—A. I do not say that I will do it again.

Q. You never did it before?—A. I never did it before.

Q. And you will not do it again?—A. It is not likely.

Q. Was there any other influence beside Col. Domville's?—A. Not that I am aware of.

Q. You have no superior officer in your department?—A. I have my chief.

Q. Outside of your minister?—A. No.

Q. You will not say that your minister ordered it to be paid?—I cannot say that.

Q. Will you say the minister did not order it to be paid?—A. I cannot say that.

Q. You cannot say that he did or did not?—A. That is the whole matter and I believe I am responsible for it.

Q. Now, Colonel Panet, this had never been done by you before?—A. I do not remember any case.

Q. You knew it was altogether irregular?—A. I did.

Q. Now, will you say, knowing that it never occurred before, knowing it was irregular, that you had not an intimation from an authority higher than you might be?  
—A. I will say, sir, that I do not remember anything of the kind, and if I had received such intimation I would say so.

*By Sir Charles Hibbert Tupper :*

Q. Did you have any discussion with your Minister?—A. I cannot recollect that.

*By Mr. Foster :*

Q. Was a cheque issued?—A. Yes.

Q. Having issued that cheque, payable to a third party, did you say to the person to whom you issued it that it should have the endorsement of the third person as well as his own?—A. What I wanted was the receipt of that third person as well as his, and I got it.

Q. When did you get it?—A. It is there.

## Public Accounts Committee.

Q. The difficulty is this, that you were giving a cheque to one person for another, and had no order from the other, and had no receipt from the other; at the time you handed over the cheque did it occur to you that the cheque should be sent to Mr. Barnes to get his endorsement?—A. I took it for granted the cheque would be endorsed by both parties.

Q. Was it?—A. You can see there.

Q. I see one endorsement, that of James Domville?—A. I think the banks should have had two endorsements, but perhaps they felt the influence, too.

Q. I don't think you can put any responsibility on the bank; you know it is a heavy load for you?—A. I am ready to bear it.

Q. Well, that was on June 2nd; paid instantly, cashed next day—the grass does not grow under the feet of the gentleman who went for the money and got the cheque in his hands—and then on 24th August, or about that time, it reached the Auditor General, and the Auditor General wrote you a letter on 24th August, and called your attention to the fact that this cheque had been issued and that you had sent no statement of reason for not paying the amount as it accrued; that you had no certificates by the proper officer that the building was used as an armoury; that the cheque was drawn by James Domville, in favour of Barnes, and cashed by the former at Ottawa on 3rd June, on his sole endorsement; and that it does not bear any evidence that Mr. Barnes got the money, and asks you several questions: now, that was on 24th August, and payment was already made, and then it was that you began to look for the receipt; when did you get it?—A. Well, sir, I called on the accountant at once, and I assume he must have written because the receipt came.

Q. That receipt is dated 3rd November, 1897?—A. Yes.

Q. And it reads in this form: "Received from F. V. Wedderburn the sum of three hundred dollars, payment in full for rent of hall at Hampton, N. B., for use as an armoury, from 1st June, 1892, to 31st May, 1897. J. M. Barnes." Can you say that is a receipt for the \$300 on the cheque which you gave Col. Domville or not?—A. Well, sir, I do not think I should be called on to swear to that; the receipt speaks for itself.

Q. And you cannot swear?—A. Well, I don't think it right I should be asked.

Q. Well, I can ask you whether, reading that over, you would be inclined to say that this was the money for which you gave the cheque?—A. I am satisfied that that is the receipt for that money.

Q. What satisfied you?—A. The receipt.

Q. But the receipt is not from Col. Domville?—A. But it is from the man entitled to receive the money.

Q. It is the receipt of Mr. Barnes who is entitled to receive the money, but the money was given by F. V. Wedderburn, as you will see from this receipt: "Received from F. V. Wedderburn the sum of three hundred dollars payment in full for rent of hall at Hampton, N. B., for use as an armoury, from June 1st, 1892, to May 31st, 1897. J. M. Barnes."—A. Well, it was to pay a claim of the department for rent.

Q. But the point I wish to make is whether you can be sure this is the receipt for the identical money for which you gave a cheque to Col. Domville?—A. Well, it could not be for something else.

Mr. FROST.—The rent mentioned in that receipt was from June 1, 1892, to May 31, 1897, and is for the same place.

Mr. FOSTER.—These facts are evident, but what I want to know, what I want to bring out and Col. Panet says he cannot swear to, is whether this covers the same money

*By Mr. Foster :*

Q. I notice you have another communication from the district officer commanding as to the building; do you know if there is another building used as an armoury at Hampton?—A. I cannot tell, but Col. Maunsell is here and will be able to answer whether there is another armoury there or whether this money would have gone to pay something else.

Q. Then I have your answer; you cannot swear?—A. Oh, I don't say that.

Q. Well, can you swear?—A. I would swear I was satisfied that the claim was paid with the money given to Col. Domville.



Q. You can swear that ?—A. Yes, and as far as my responsibility is concerned that is a good receipt.

Q. Then you can swear that this receipt from J. M. Barnes to Mr. Wedderburn was a receipt for that money paid to Col. Domville.—A. Yes, I am satisfied that that claim was paid.

Q. Now, the 8th Hussars have had an allowance for the care of arms for a certain number of years ?—A. Yes, sir.

Q. Have these been kept by the captains or in the armoury ?—A. Col. Maunsell will be better able to tell you that. Those who get the allowance are supposed to care for the arms, and arms are sometimes stored in a public building that is rented and paid for by the government, but the allowance is only paid where there is no caretaker paid by the department.

Q. In that case there is no allowance ?—A. No, sir.

Q. To whom would an application for this rent be made, naturally ?—A. To the department ; it would come to the department to the officer commanding the district.

Q. That would be Col. Maunsell ?—A. Yes.

Q. At the present time would it be through him ?—A. Yes.

Q. He is still the officer commanding ?—A. Yes, though he is working up here now.

*By Sir Charles Hibbert Tupper :*

Q. In June, 1897, when this was paid in Ottawa, was your present minister there or was there an acting minister in charge of the department ?—A. In June, 1897 ?

Q. Yes. I understand your minister was away in June.

*By Mr. Fielding :*

Q. It was just the time the jubilee contingent was going away ?—A. I believe my minister was ill at that time.

*By Sir Charles Hibbert Tupper :*

Q. Who was acting minister ?—A. Sir Louis Davies.

Q. Was it not Sir Richard Cartwright ?—A. Oh, yes ; it was Sir Richard Cartwright.

Q. Did you have any conversation with him on the subject ?—A. Well, I am not sure. I cannot remember anything that passed between the acting minister or my minister and myself with regard to that, and I must say that I am generally prudent enough to see my minister whenever anything arises about which I have any doubts.

*By Mr. Foster :*

Q. That is your usual course ?—A. Oh, yes.

*By Sir Charles Hibbert Tupper :*

Q. But you cannot tell now whether you spoke to anybody ?—A. No ; I cannot.

*By Mr. Foster :*

Q. Did you have any knowledge as to whether the account of J. Milton Barnes was made out in his own handwriting or not ?—A. I cannot say that, sir.

Q. Well, you can if you look at this. You will see that it is made out in type-writing ?—A. I do not know where that comes from.

Q. It was certainly not made out in his handwriting ?—A. That is Sir Richard Cartwright's own signature.

*By Sir Charles Hibbert Tupper :*

Q. Read what is on the account for the benefit of the committee.—A. Sir Richard's initials are on the account, but it does not refresh my memory. I know I got him to sign this in order to relieve myself of the responsibility.

## Public Accounts Committee.

*By Mr. Foster :*

Q. What is the date?—A. There is no date.

*By Mr. Fielding :*

Q. What is under Sir Richard's initials?—A. Nothing. "Correct" is above it.

Q. That means to pay?—A. Yes.

*By Mr. Wallace :*

Q. Would you tell the committee what is the usual course with an account that comes before you from a company?—A. That comes before me, sir?

Q. Yes. Where has it to go?—A. If it comes to me with the proper certificates from the officers of the district—

Q. Has it the signature of the colonel commanding?—A. Yes. And if it is fair and reasonable, I pay it.

Q. Has it any other certificate?—A. Yes; the officer commanding the district. It goes first to the colonel, then to the officer commanding the district. That is the proper course. If it is an account against a regiment, the certificate of the officer commanding the regiment is put on it, then it goes to the officer commanding the district. His duty is to inquire as to whether the details are fair and reasonable as to price, and then it is sent up to me. When the account is covered with these, I pay it according to the rules.

Q. It was not done with this account?—A. That is the reason I went to the minister.

Q. It had not the signature of the colonel?—A. No; this is a special account. This is for rent.

Q. I am asking the question. It had not the certificate of the colonel of the regiment or of the officer commanding the district?—A. No; no.

*By Sir Charles Hibbert Tupper :*

Q. Is it not an unusual thing for a minister or acting minister to certify accounts?—A. That is not a certificated account.

Q. Well, he initialled the account?—A. Well, when I go to a minister and ask him whether to pay an account he generally initials it.

Q. But this is only with special accounts?—A. Oh, yes, it is with special accounts. I do not like to bother the minister when I can help it.

*By Mr. Foster :*

Q. When you took this bill, as you evidently did, made out not in the handwriting of Mr. Barnes to Sir Richard Cartwright he did not write on it "pay" but he wrote on it "correct"?—A. I am not sure that he wrote that "correct."

Q. But his signature is practically under it?—A. I am not sure whether that "correct" is written by him.

Q. His signature is put under the word "correct" and you know that that has no meaning unless it is that it is correct?—A. It simply means that it is to be paid.

Q. Taking into account the routine of your department, do you think it possible that this account could have been made out in Hampton on the 31st of May and gone through the routine and the cheque have been issued on the 2nd of June?—A. No; no.

Q. Then you presume that this must have been made out in Ottawa?—A. Yes.

Q. Whose writing is this?—A. That of the late accountant of the department, I believe.

*By Mr. Fielding :*

Q. You stated that when you have occasion to take an account to the minister and ask his opinion, and he says it is correct, you ask him to initial it?—A. Yes.

Q. And in this case you followed the usual practice?—A. Yes.

Q. Many accounts you do not have to take to the minister at all?—A. Oh, yes, nine-tenths of the accounts never have to go to him.

Q. But you had occasion to take some to him and ask him to initial them and in that case you followed the usual course?—A. The usual course.

Q. This “correct R. J. C.” signing this as correct would simply be to certify that the money is to be paid; it would not indicate to whom it was to be paid. You would not have an order to pay to Col. Domville but to the person who should receive it?—A. Oh, no, no. I do not remember that I was told to pay it Col. Domville or not, but I do not believe I was; in fact, I do not remember.

*By Mr. Foster :*

Q. Was there any other evidence put in at all with reference to that account at that time; had you any other evidence other than simply the bill being handed into you which afterwards was marked “correct”?—A. I believe there are other papers.

Q. Are there other papers? I called for all the papers?—A. I am surprised if you called for all the papers. These are not all the papers; I think there are others. Col. Maunsell states to me now that there are no other papers.

Q. I want all the papers?—A. I will look it up.

Q. Do you remember any specific reason for taking that account to Sir Richard.—  
A. I do not, sir.

*By Mr. Flint :*

Q. Do you remember any note from Mr. Barnes asking you to pay it Col. Domville.—  
—A. I do not.

*By Mr. Foster :*

Q. Who handed you that account?—A. I cannot state that positively under oath.

Q. Who do you think did so?—I think Col. Domville.

GEORGE J. MAUNSELL, lieutenant-colonel, was called, sworn and examined as follows—

*By Mr. Foster :*

Q. What is your position?—A. District officer commanding District No. 8, Fredericton, N.B.

Q. And as such, the accounts in your district would first come to you in the natural course of affairs?—A. As a rule.

Q. Did this account come to you?—A. No.

Q. Not until after it was paid?—A. No.

Q. So it did not come to you in the usual way?—(No answer.)

Q. You are acquainted with the 8th Hussars and their methods of taking care of their arms?—A. Yes.

Q. Formerly the 8th Hussars had their arms kept by the different captains, had they not?—A. Yes.

Q. What is the rule in such cases?—A. The rule is that the captains of companies, troops or squadrons should keep the arms themselves in their own private armouries and get pay themselves for the care of the arms, but in this case, at the time of General Luard, he authorized—I suppose it came through the minister—he gave instructions to me to have them all concentrated at Hampton.

Q. What time was that?—A. I forget the actual date, but I have his actual authority.

Q. Was it in 1892?—A. About that time.

## Public Accounts Committee.

Q. Where were they put when collected from the captains?—A. They were placed in this armoury at Hampton.

Q. What is the *modus operandi*, then?—A. The pay is \$60 per troop.

Q. How many troops?—A. Eight troops. They have been increased from six to eight.

Q. So you would have from 1892 to the present time, six or eight troops for which payment was made at the rate of \$60 a troop—between \$360 and \$480, and that was paid to the caretaker?—A. Yes.

Q. Who was the caretaker?—A. F. B. Wedderburn. It was formerly F. V. Wedderburn, his brother, and since his death it has been F. B. Wedderburn.

Q. Then this amount of \$360 or \$480 was for an allowance for the care of arms in the armoury and was paid to the caretaker, either F. V. Wedderburn, the former caretaker, or to the present one, F. B. Wedderburn?—A. Yes.

Q. And he received the whole of that money?—A. He received the whole.

Q. Did he provide the armoury, or what was the custom?—A. It was more for the actual service rendered in cleaning the arms and providing the material for cleaning, but this amount, it seems, was paid for the storage of arms and providing the building.

Q. Who appoints that caretaker?—A. He was recommended by Colonel Domville and approved by the Department of Militia.

Q. And F. B. Wedderburn was appointed by Colonel Domville and approved by the department?—A. Yes.

Q. So since 1892 to the present time there was a caretaker and is still?—A. Yes.

Q. And they receive money for taking care of the arms of the troops. Now, is it the custom in country districts where such a system is carried on that payment is made for rent or for a place to take the arms, or is it the caretaker who keeps the emoluments, providing a suitable place?—A. He provides the hall and has the care of the arms.

Q. Which includes a place to keep them?—A. Yes.

Q. When the captains had the arms they provided a place?—A. Yes.

Q. And when that was done away with these perquisites went to the caretaker, who provided a place?—A. Yes.

Q. That there may be no misapprehension about this let us make this point clear so we will understand it. In 1892 the system was adopted of taking the arms from the captains and having them taken care of in a separate place?—A. Yes.

Q. Mr. Wedderburn was appointed caretaker?—A. Yes.

Q. And he received the perquisites which formerly went to the captains?—A. Yes.

Q. And the usual rule is that as the captains found a place for the arms, so this caretaker finds a place for the arms?—A. Yes, that is the rule.

Q. So it was not usual that an extra appropriation should be made over and above that for rent of the room in which the caretaker keeps the arms?—A. No, not the rule.

Q. The arms were stored somewhere, do you know where?—A. At Barnes' Hall, Hampton.

Q. That is the hall of this J. Milton Barnes?—A. Yes, quite so.

Q. If you were to read over that receipt received from Mr. Wedderburn for the rent from 1892 to 1897 at \$60 a year, or \$300 in all, the conclusion you would come to is that that would be part of the perquisites Wedderburn had to pay Barnes for a place to store the arms?—A. No, sir.

Q. Wedderburn had no place to store the arms, and made an arrangement with Barnes to store the arms in his hall?—A. Yes.

Q. It is not likely that he would give him that for nothing?—A. That is true.

Q. Would it not be something like this: Barnes would likely say to Wedderburn, if you get my place in which to store the arms I must charge \$60 a year?—A. Yes.

Q. And that receipt might likely be money for the account made from Wedderburn to Barnes?—A. No, I think not; there is, in addition to the labour of taking care of the arms, the accoutrements, clothing in the case of a squadron of cavalry; also the providing of cleaning material for all these, and this may be in addition to and outside of the ordinary care of the arms.

Q. The caretaker must provide a place?—A. As a rule.

Q. And there was no authority otherwise in this case?—A. Not that I know of.

Q. The first you heard of this matter was when it was brought before you on this account?—A. Yes.

Q. What do you say about the statement in Colonel Domville's letter as follows: "I have applied for the rental on several occasions, but have not up to date received payment"?—A. I am not aware of any application to myself.

Q. So Colonel Domville must be mistaken?—A. It did not come to me.

*By Mr. Wallace :*

Q. Did this account ever come before you?—A. Not previous to payment, sir.

Q. You have seen it since?—A. Since I was called upon to report.

Q. When did you see it since?—A. I forget the actual date; I think it is given in my report.

Q. How did it come before you after the payment was made?—A. I was called upon for a certificate. I could read the certificate. It is dated the 3rd September, 1897, and is as follows: "I hereby certify that the building in question rented by Lt.-Col. Domville, commanding the 8th Hussars, has been used for the purposes of a public armoury. George J. Maunsell, Lt.-Col., D.O.C."

*By Mr. Hughes :*

Q. Did Lt.-Col. Domville own the building?—A. He rented it only.

Q. Where was this building situated?—A. In the village of Hampton, King's County.

Q. Are the headquarters not in Sussex?—A. No; Sussex is the headquarters now really, but the troops are centered about this place.

Q. Were all the accoutrements stored there?—A. Yes.

Q. What are the buildings in Sussex used for? Were the accoutrements not stored there?—A. There are no storehouses at Sussex; there are only barns that have not been adapted for storage purposes.

Q. In the ordinary camp the horses stand out in the open yard, but at Sussex the horses are stabled?—A. Yes, but it is merely temporary stabling that is provided at Sussex.

*By Mr. Foster :*

Q. This certificate reads in this way: "I hereby certify that the building in question rented by Lt.-Col. Domville, commanding the 8th Hussars, has been used for the purposes of a public armoury." This is the same building about which we have been talking?—A. Yes.

Q. You imply here, in fact you say, that this building was rented by Lt.-Col. Domville?—A. Yes.

Q. Any arrangements made by the department by which it was to be used for any specific purpose?—A. No, sir.

Q. Do you know whether there was any agreement between Lt.-Col. Domville and Barnes in reference to the renting of this building?—A. No.

Q. No documents or papers in reference to it?—A. No.

Q. I understand you to say that the duties of the caretaker appointed to take care of the arms and accoutrements included the storage and care of arms and accoutrements?—A. That is supposed to be the rule.

*By Mr. Sproule :*

Q. How would it be Col. Domville's duty to rent the building for that purpose; he was not the caretaker?—A. He in the first place rented the building, leased it or got it from the owner, but I suppose he handed it over to Major Wedderburn, who was the caretaker, for the purposes of storing the arms and accoutrements.

Q. Had he any instructions to rent it for this purpose?—A. I do not know.

Q. Would it be his duty to rent it without instructions?—A. He must have had the building, otherwise he could not have received the payment.

## Public Accounts Committee.

Q. Would it be his duty to rent it without instructions?—A. Oh, yes, as colonel of the regiment.

Q. Without being authorized?—A. Oh, certainly.

*By Mr. Hughes :*

Q. You would have to inspect it in order to accept it?—A. Yes.

Q. I understand you had nothing to do with the rental?—A. No.

Q. Is there ever an allowance made for fitting up the armoury?—A. An allowance for a warehouse.

Q. Is there ever an extra allowance made?—A. I am not aware of an extra allowance in any case. Col. Panet would know better than I would about that. I am aware of no case in my own district.

HOUSE OF COMMONS,  
FRIDAY, 6th May, 1898.

The Committee met, Mr. McMullen in the chair.

Lieut.-Colonel MAUNSELL, District Officer commanding, was re-called and further examined :

*By Mr. Foster :*

Q. Before the new arrangement made for the care of the arms of the troops of the 8th Hussars, please detail briefly what the old system was?—A. Each officer commanding a troop provided his own accommodation for the arms and accoutrements and clothing, and received, personally, \$60 per troop, each captain receiving \$60 for the troop.

Q. For what services?—A. For the care of the arms and accoutrements and clothing.

Q. And the storage of arms?—A. And the storage of arms, and, as I stated when before the committee the other day, during General Luard's term as Commander-in-Chief he obtained authority from the minister to concentrate all the stores, and they were from time to time from that date concentrated at Hampton.

Q. Do you recollect what year that was?—A. I think it was about 1892.

Q. Then, what was, precisely, the change from the old to the new system?—A. It was that the caretaker took the whole control of the arms, accoutrements, clothing and saddlery, and received the \$60 that used to go to the captain, received it himself through the commanding officer, and his duties were the care of these accoutrements and clothing.

Q. Including the storage?—A. Including the storage. Since I was here giving evidence before I have recollected that Colonel Donville found \$60 insufficient to cover all expenses and sought for authority for an increase, but I am not aware that he received it.

Q. For what did he seek, exactly?—A. His application was to receive an amount per annum, about \$60 per annum, for paying the rent generally of the storehouse, and that the other \$60 per troop should go merely towards the cleaning and general care of the arms, accoutrements and clothing; that is, that the first \$60, not per troop but on the whole, should go towards the care of the arms, accoutrements and clothing. He sought for that but I am not aware that he received it.

Q. Have you any papers received in the usual course showing what steps he took in that respect?—A. I think Major Wedderburn has those papers.

Q. The point I want to make is, there was no departmental order authorizing the payment of anything extra as rent for the armoury?—A. No, sir, not that I am aware of.

Q. Who was the first caretaker?—A. Colonel Otty.

Q. How long did he act as caretaker?—A. I think it was from 1892 to the date of his death.

Q. What did he receive?—A. The same as Major Wedderburn, \$60 per troop.

Q. Did he provide a place for the storage of the arms?—A. Yes.

Q. Have you had personal knowledge of this?—A. Yes.

Q. Where did Colonel Otty keep the arms when he was acting as caretaker?—A. In a building adjoining his own house.

*By Mr. Hughes :*

Q. Did he get an allowance for that building?—A. No, sir.

*By Mr. Foster :*

Q. He kept them there, cleaned them, and provided a building at his own expense?—A. Yes.

Q. Did Colonel Otty make any demand on the department for extra expense?—A. No, I do not recollect that he did.

Q. Your recollection does not serve you in that respect?—A. No.

Q. How many troops were there in the regiment during the last six years?—A. There are eight now ; there were six ; I should say, rather, there were seven, and the number was increased to eight.

Q. So that the allowance for caretaker would not be less than \$420 per year and up to \$480?—A. Add \$60 to that for the additional troop.

Q. Were the arms properly cared for by Major Otty?—A. Yes, sir.

Q. Satisfactory to the authorities?—A. He was an excellent caretaker.

*By Mr. Hughes :*

Q. Did Major Otty get paid for this?—A. For each troop.

Q. Was Major Otty in care of the arms when there were eight squadrons?—A. No, since then the eighth squadron was added on, but then there were seven.

Q. Who succeeded Major Otty?—A. Major Wedderburn, but I think in between Captain L. Wedderburn had charge of them for a short time.

Q. And he was succeeded by?—A. Major Wedderburn.

Q. And you have examined the arms since then each year, and they are satisfactory?—A. Yes.

Q. Where are they stored now?—A. They are stored in Barnes' building at Hampton.

Q. Rented for that purpose?—A. Yes.

*By Mr. Foster :*

Q. It is the rule in the Militia Department to have arms cared for by a caretaker appointed by the regiment, is it not?—A. Yes.

*By Mr. Hughes :*

Q. Appointed by the commanding officer?—A. Yes, appointed by the regiment through and in fact by the commanding officer, who is responsible.

*By Mr. Foster :*

Q. Is it usual that in all such cases the troop allowance covers all cost of care, storage and cleaning?—A. I am not sure.

*By Mr. Hughes :*

Q. How far is Hampton from Sussex?—A. Twenty miles.

Q. And do the squadrons take saddlery and accoutrements home from camp?—A. No, they are taken from them in camp and conveyed to the regimental storehouse.

## Public Accounts Committee.

Q. Do you know any instance where officers commanding squadrons have received an allowance to keep the arms in addition to this?—A. I do in the case of artillery. Field artillery receives a very handsome sum.

Q. But not for cavalry?—A. There should be special authority, but there is none in my district.

*By Mr. Foster :*

Q. One other question that occurs to me before you go, Col. Maunsell: you had knowledge of the care of the arms by the captains of troops before the change was made?—A. Yes.

Q. Was the service satisfactory by the different captains?—A. Not altogether.

Q. In what respects not?—A. In some cases they were not so well cared for as by the regimental system. In consequence Major General Luard recommended to the Minister that they should be concentrated.

Q. Do you know what steps took place about that time looking towards a change?—A. No; there was from time to time correspondence about the care of arms between the colonels and captains. I several times found fault with captains for not fulfilling the duties to my entire satisfaction; there was a want of cleanliness. But it was not my idea, that of concentration, it was Major General Luard's idea.

Q. Was the care given by the captains in this case up to the usual?—A. Yes, but owing to the fact that cavalry have more accoutrements than infantry, as everyone knows, there was more to be done, more detail required in the care of bridles, saddles, bits, stirrups, etc., which require constant attendance or there would be rust.

*By Mr. Hughes :*

Q. From the time stores and accoutrements were all kept in one place, to whom is every regimental cheque made payable?—A. I cannot say, but Major Wedderburn can tell you all; but I think it was to the regimental caretaker personally. I think that was the course pursued, but I am not sure of it.

Lt.-Col. PANET was recalled and further examined :—

*By Mr. Foster :*

Q. Col. Panet, can you remember the year in which the change took place from the captain system, as we may call it, to the central system or armoury system in the case of the 8th Hussars?—A. No, but I could get it.

Q. And you do not remember the time of Major Otty's death?—A. No, but I can get it for you soon.

Q. Do you know any case in the Department of Militia, over which you have presided for a number of years, where the armoury system is adopted and arms handed to the caretaker appointed by the regiment that the department pays extra for the storage?—A. There may be special cases.

Q. Do you know of any?—A. No, I do not know of any, but I will inquire.

Q. But it is not the rule of the department?—A. No.

Q. The rule is the other way?—A. Yes.

Mr. J. MILTON BARNES, was called, sworn and examined :—

*By Mr. Foster :*

Q. Mr. Barnes, your full name is J. Milton?—A. Yes.

Q. Where do you live?—St. John.



- Q. What is your occupation?—A. Telegraph operator.  
 Q. Where did you formerly live?—A. Hampton.  
 Q. What connection have you with the hall at Hampton commonly known as Barnes' Hall?—A. I am the owner.  
 Q. Do you remember when Mr. Otty was caretaker of arms there?—A. Yes.  
 Q. And did Mr. Otty rent from you a place for the care of arms?—A. No.  
 Q. You had no business relations with him in that respect?—A. No.  
 Q. Have you, since Mr. Otty's death, rented the hall for the arms of the 8th Hussars?—A. Yes.  
 Q. In what year?—A. In 1892.  
 Q. What time in 1892 did the rent commence?—A. March 1st.  
 Q. To whom did you rent it?—A. Major Wedderburn.  
 Q. Major F. V.?—A. Yes, sir.  
 Q. For what purpose?—A. The storing of arms.  
 Q. At what rate?—A. \$60 a year.  
 Q. To be paid at what times?—A. Quarterly.  
 Q. Did you make any formal agreement with Major Wedderburn?—A. I have a lease with him. (Lease marked as exhibit No. 2.)  
 Q. Have you the lease with you?—A. Yes, sir.

Q. Kindly let me see it after you have read it?—A. "This indenture, made this first day of March, in the year of our Lord 1892, between J. Milton Barnes of the city of St. John, in the city and county of St. John and province of New Brunswick, telegraph operator, of the one part, and Frederick Vernon Wedderburn, of the parish of Hampton, in the county of Kings, in the province aforesaid, barrister at law, of the other part, witnesseth that the said J. Milton Barnes, for and in consideration of the rents, covenants, provisoes and agreements hereinafter reserved and contained on the part of the said Frederick Vernon Wedderburn, his executors, administrators and assigns, to be paid, done, observed, performed and kept, hath demised and leased, and by these presents doth demise and lease unto the said Frederick Vernon Wedderburn, his executors, administrators and assigns, all that certain lot, piece or parcel of land and premises situate, lying and being in the parish of Hampton, in the county of Kings, and bounded and described as follows: 'commencing at a point sixty (60) feet more or less east of the south-westerly corner of the lot of land formerly owned by the late George Barnes, Esquire, and thence running in a north-easterly direction 70 feet more or less, or until it intersects the side line on the lot owned by James W. Smith, thence along said side line 35 feet more or less, thence in a south-westerly direction 70 feet more or less to the public highway, and thence along said highway 35 feet more or less to the place of beginning, being the lot of land and premises known as Barnes' Hall.'

"To have and to hold the said lot of land and premises hereby demised or intended so to be, with the appurtenances, unto the said Frederick Vernon Wedderburn, his executors, administrators and assigns, from the first day of March instant, for, during and unto the full end and term of two years from thence next ensuing, and fully to be complete and ended, yielding and paying therefor unto the said J. Milton Barnes, his heirs or assigns, the yearly rent or sum of \$60 of lawful money of Canada, the same to be paid in four equal quarterly payments on the first days of June, September, December and March in each and every year during the said term.

"And the said Frederick Vernon Wedderburn, for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said J. Milton Barnes, his heirs and assigns, in manner following, that is to say: that he, the said Frederick Vernon Wedderburn, his executors, administrators and assigns, shall and will well and truly pay or cause to be paid to the said J. Milton Barnes, his executors, administrators and assigns, the said yearly rent hereby reserved at the times and in the manner hereinbefore mentioned for the payment thereof.

"And the said Frederick Vernon Wedderburn, for himself, his executors, administrators and assigns doth hereby covenant, promise and agree to and with the said J. Milton Barnes, his heirs and assigns, in manner following, that is to say: that the said Frederick Vernon Wedderburn, his executors, administrators or assigns will not make

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or cause to be made any permanent improvements, additions nor alterations to or upon the land and premises hereby demised without the consent thereto of the said J. Milton Barnes, his heirs or assigns first obtained.

“ And the said J. Milton Barnes, for himself, his heirs and assigns, doth hereby covenant, promise and agree to and with the said Frederick Vernon Wedderburn, his executors, administrators and assigns, in manner following, that is to say : that he the said Frederick Vernon Wedderburn, his executors, administrators and assigns and his or their agents, employees or servants shall have a free right of way over and upon the road on the upper or eastern side of the herein demised premises and leading to the door on the said upper or eastern side of said land and premises for themselves, their horses, teams, wagons, sleds or other vehicles ; and the said J. Milton Barnes for himself, his heirs and assigns doth hereby covenant, promise and agree to and with the said Frederick Vernon Wedderburn, his executors, administrators and assigns, in manner following, that is to say : that he the said J. Milton Barnes, his heirs and assigns will renew this lease at the expiration of the above term of two years upon the terms, rents, covenants and conditions herein contained, including a covenant for a further renewal for a further term of two years if it is so desired by the said Frederick Vernon Wedderburn, his executors, administrators or assigns.

“ Provided always and these presents are upon the express condition that if the said yearly rent or sum of \$60 or any part thereof should be in arrear and unpaid for the space of 60 days next after any of the days or times whereupon the same ought to be paid as aforesaid, or in case of any breach or non-performance of any of the covenants or agreements in this indenture contained by or on the part or behalf of the said Frederick Vernon Wedderburn, his executors, administrators or assigns to be kept done and performed, then and in either of these cases from thenceforth and at all times thereafter shall be lawful for the said J. Milton Barnes, his heirs or assigns, without any legal or formal demand for payment of said rent being first made unto and upon the premises hereby demised or any part thereof in the name of the whole to re-enter and the same to have again retain, repossess and enjoy as in his just and former estate as if these presents had not been made, and the said Frederick Vernon Wedderburn, his executors, administrators and assigns and all other occupiers of the said demised premises thereout and thence utterly to put out, expel and remove anything herein contained to the contrary notwithstanding and to have, possess and enjoy the said demised premises absolutely.

“ In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.”

Q. You entered into this lease with Mr. F. V. Wedderburn for the rent of the hall at the rate of \$60, the rent to be paid to you quarterly. Was your understanding at that time that you were to look to Mr. Wedderburn, and to Mr. Wedderburn alone, for the rent?—A. Yes.

Q. No other party was considered or named in the matter?—A. There may have been some mention of the Government but I had no contract with the Government.

Q. Have you received this rental as mentioned in the lease quarterly?—A. Not every quarter, but all up to date at different times.

Q. Can you give me a memorandum of the dates at which you received the money?—A. Well, not all of them.

Q. Well, say some of them. Take March 1st, 1892, then on 1st July you should have received a quarter's rent?—A. I have nothing back of July 7, 1895.

Q. Well, tell the committee what sums you received and the date?—A. On January 7, 1895, I received \$30; August 24, same year, \$30 more. In 1896, May 12, \$40; in 1897, April 20, \$65. On April 29, 1898, \$60.

Q. That is what you have received since January, 1895?—A. Yes, sir.

Q. From March, 1892, to January, 1895, have you received the rent?—A. Yes, although I have not receipts for it here.

Q. You say on March 1st, 1897, how much if anything was due to you as arrears of rent or were you all paid up to that date?—A. No, sir, I had \$45 owing.

Q. Have you since received that; is that part of the \$60?—A. That is part of \$40 on May 6th.

Q. Who paid you this rent from time to time?—A. Major Wedderburn.

Q. In money or cheque?—A. Sometimes by cheque and sometimes in cash.

Q. When it was paid by cheque was it his cheque?—A. Yes.

Q. So you received the rent from the man to whom you leased the hall?—A. Yes.

Q. And the rent is paid up?—A. Yes, to March 1st of this year.

Q. Did you ever see this bill, (with Exhibit No. 1) Mr. Barnes?—No, sir.

Q. You did not make this out?—A. No.

Q. Did you ever authorize any one to make it out?—A. Not in that shape.

Q. Did you authorize any one to make out a bill—did you, say from 1st January, 1897, to May 31st, 1897, authorize any person to make out a bill for the Department of Militia and Defence for the rent of the armoury?—A. No, sir.

Q. You have made arrangements with Major Wedderburn, received your pay from Major Wedderburn, and did not authorize any one to make out a bill of rent?—A. No, sir.

Q. So that you knew nothing of this until you saw it now?—A. I never saw this before.

Q. Had you heard of it?—A. I heard them saying that they were going to do something of that nature.

Q. Will you detail to the committee what was said about that by Mr. Wedderburn with reference to it?—A. There were just one or two occasions when he said that he wanted to get what he was paying for the rental back from the Government and he asked me on several occasions for a total of the amount.

Q. Your position was that you had made the arrangement with him, had received pay from him and so far as you were concerned it was ended there?—A. Yes.

Q. So you did not make out this bill and had not sent it up to this time?—A. Yes.

Q. Have you given receipts to Mr. Wedderburn at the time of these several payments?—A. I think I did.

Q. Thus when you received payment for any rent you gave him a receipt for it?—A. I think so, perhaps not in every case.

Q. But that is the rule?—A. Yes.

Q. And you are certain you gave receipts in some cases?—A. Yes.

Q. Is that your signature to this receipt (with Exhibit No. 1)?—A. Yes, sir.

Q. You signed that receipt, did you?—A. Yes.

Q. This receipt is dated St. John, November 3rd, 1897, and it was about that time or on that date that you signed it?—A. Yes.

Q. You didn't draw up the receipt yourself. The body is not in your writing, is it?—A. It is all my writing, sir.

Q. Well, now, Mr. Barnes, just tell the committee how you came, after receiving all your money from time to time during these different years and as you say giving receipts for it, to sign this wholesale receipt, so to speak?—A. I have a letter here from Mr. Alf. Markham to me in which he says:—

(Letter marked as Exhibit No. 3.)

ST. JOHN, N.B., November 1st, 1897.

J. Milton Barnes, Esq.,  
Hampton, N.B.

DEAR SIR,—I am asked by the Militia Department to send you receipt for \$300.00 which has been paid to you for rent of armoury for five years—from March, 1892, to March, 1897.

Please be good enough to send this to me by return mail, and much oblige.

Yours very truly,

ALF. MARKHAM,  
*Lieut.-Col. 8th Hussars.*

Q. This letter is dated 1st November, 1897, from the Lieut. Colonel commanding the 8th Hussars. "I am asked by the Militia Department to send you receipt for

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\$300.00 which has been paid to you for rent of armoury for five years—from March, 1892, to March, 1897.” You understood that to be that you should make out the receipt for the total amount and send it in?—A. The total amount from March 1st.

Q. That is the date mentioned here?—A. Yes.

Q. You knew at the time that you had given receipts—received the money and given receipts from time to time for the rent?—A. Yes, sir.

Q. What was your view of the matter? With reference to this what did you think of it? Was it not rather strange to ask you to give the total receipt?—A. I suppose they wanted to get their money back. I did not know anything about it.

Q. He merely asked you to send your receipt for \$300?—A. That is it you have there, what you have shown me.

Q. In accordance with that you signed and sent your receipt down?—A. I made out the receipt and sent it.

Lieut.-Col. MAUNSELL was again recalled and further examined :—

*By Mr. Foster :*

Q. I have a letter here to J. Milton Barnes (Exhibit No. 3) :

“ I am asked by the Militia Department to send you receipt for \$300.00 which has been paid to you for rent of armoury for five years—from March, 1892, to March, 1897.

“ Please be good enough to send this to me by return mail, and much oblige.

“ Yours very truly,

“ ALF. MARKHAM,

“ *Lt.-Col. 8th Hussars.*”

Now, have you any knowledge about this request being made?—A. None whatever.

Q. Can you conceive of any reason why the Militia Department should ask for the receipt of Mr. Barnes who rented the hall to the regimental caretaker? You have his receipts and can you think of any reason why the Militia Department would ask after a lapse of five or six years for a receipt, or would it not be for Wedderburn to forward the receipts for what he had paid?—A. I have no knowledge whatever.

Q. It might be some occult reason moving the Militia Department which you could not understand?—A. I have no knowledge whatever.

Mr. BARNES was recalled and further examined :—

*By Mr. Foster :*

Q. You received this letter and believing it to be a military order proceeded to obey?—A. Yes.

Q. You gave the receipt although the receipt would purport that you received it on the day it is dated. Am I right in assuming that your view in signing this was to comply with the request of Lt.-Col. Markham, and with that idea that you were thereby conforming to orders that you gave the receipt as he commanded?—A. I was merely complying with that request.

Q. Was it with the idea of leading them to believe that you received it on that day?—A. There was a note of explanation going with that, that some \$15 which was still due to me and I told Col. Markham that I had no idea I would receive the whole amount.

Q. Then, in your opinion, this merely covered the receipts you had already given and the \$15 you expected to receive?—A. Yes.

Q. No money passed between you and Mr. Wedderburn at that time?—A. Nothing.

*By Mr. Hughes :*

Q. Are you in the regiment?—A. No, sir.

Q. Have you ever been?—A. No, sir.

*By Mr. Fielding :*

Q. You stated that you supposed the object was to get the money from the Government, what did you mean by that?—A. Mr. Wedderburn had spoken to me on two or three occasions and said he expected to get the money from the Government.

*By Mr. Fraser (Guysborough) :*

Q. The money he was paying you?—A. The money he was paying me he expected to get back from the Government again.

*By Mr. Fielding :*

Q. You then signed this receipt supposing they wanted to get the money from the Government?—A. Yes, sir.

*By Mr. Frost :*

Q. Did you ever make out a statement of account and send it to the late Government?—A. No, all my dealings were with Mr. Wedderburn.

Q. You didn't send it in through Mr. Wedderburn?—A. No, sir.

Q. Did you ever have any letter from Major Wedderburn asking you to make out any account?—A. Yes, sir.

Q. Have you got that letter?—A. I have one; yes, sir.

Q. You might produce that and read it?—A. (Exhibit No. 4) "Hampton. Dear Milton,—Will you please make out another bill of rent of armoury from the first up to date."

*By Mr. Foster :*

Q. What was the date?—A. There is none on the letter, but the envelope is marked November 4, 1896. "Will you please make out another bill of rent of armoury from the first up to date. Kindly make it: Lt.-Col. Domville to J. M. Barnes, debtor. To rent of hall at Hampton for use of 8th Hussars from , 18 , to 1896, years, two copies and send them to Col. Domville, St. John, as soon as possible. The C.O. leaves for Ottawa Thursday on the C.P.R. and would like to take the bills with him. Yours sincerely, Fred. V. Wedderburn."

Q. Did you follow that up by sending accounts?—A. Yes, I gave him the accounts.

Q. Who did you send it to?—A. I left it in Col. Domville's office.

Q. What amount would that be?—A. I am not quite certain.

*By Mr. Wood (Hamilton) :*

Q. Was it a duplicate of that bill (Exhibit 5)?—A. Not quite.

*By Mr. Fraser (Guysborough) :*

Q. That was before the receipt?—A. Yes.

Q. Previous to that you say Major Wedderburn had been speaking about getting back his money?—A. From the beginning of the lease up to that time he had been speaking to me.

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Q. Up to that time did he say he expected to get it back?—A. Yes, he said he would like to.

*By Mr. Taylor :*

Q. When did he first speak to you about it?—A. I cannot recollect ; it was at different times and I have no memorandum.

Q. At different times last year?—A. No, previous years.

*By Mr. Foster :*

Q. In answer to this letter from Major Wedderburn you did make up a bill?—A. Yes.

Q. And did you make out that bill making the Government debtor?—A. No, sir, Col. Domville, as he says there.

Q. "Kindly make it Lt.-Col. Domville to J. Milton Barnes." And so in accordance with that you did make out a bill charging Col. Domville with the rent for the years already past and you gave it to Col. Domville?—A. I left it in Col. Domville's office.

Q. That was in November, 1896?—A. Yes, that was in November, 1896.

*By Mr. Frost :*

Q. You speak of the previous bill?—A. Yes.

Q. Do you remember the amount?—A. No.

*By Mr. Foster :*

Q. This was the second request?—A. Yes.

*By Mr. Flint :*

Q. Who was the former account made to?—A. Col. Domville or Major Wedderburn, I do not know which.

Q. It would not be made to the department?—A. No.

*By Mr. Fielding :*

Q. You understood from time to time that it was the intention of Major Wedderburn to claim repayment from the Government of these sums ; he had discussed that with you?—A. Yes.

Q. And when you made out the bill it was with the knowledge that it was to be used in the claim?—A. I suppose so.

*By Mr. Hughes :*

Q. Did you receive any of this?—A. No ; I then had received \$285.

Q. Had you a promise of any extra emolument if this \$300 was obtained?—A. No.

*By Mr. Wood (Hamilton) :*

Q. Did you form any opinion when you got this letter?—A. Well, no, I had none, except that I just thought they had been asking the Government for it.

*By Mr. Wilson :*

Q. Were you willing to help them to get the account?—A. I was.

*By Mr. Taylor :*

Q. You did not know the Government had paid it out?—A. I do not know anything about the dealings of the Government.

Mr. FRED V. WEDDERBURN was called, sworn and examined:—

*By Mr. Foster :*

Q. Will you give your full name, Major Wedderburn?—A. Frederick Vernon Wedderburn.

Q. Your residence?—A. Hampton; that is, I am there most of my time.

Q. And your occupation?—A. Lawyer, barrister-at-law.

Q. Are you the Wedderburn mentioned in these papers as F. V. Wedderburn?—A. Yes, sir.

Q. When did you undertake the care of the arms at Hampton?—A. May I bring some books I have?

Q. Certainly.—A. This is the regimental order book, in which I can find the date I was appointed. It may take me a little time.

Q. Well, take your own time?—A. These have been out of my hands for some time, and I am not as familiar as I used to be.

*By Mr. Hughes :*

Q. What was that question again?—A. It was when I was appointed to take charge of the stores. It would be about 1892, I think.

Q. You were appointed major then?—A. No, I was appointed to the stores. It is here in this regimental order book. If you will excuse me, I will hunt it up. I only got this book from Col. Markham yesterday and haven't had an opportunity to look it over, but I know there is such an order in the book.

Mr. FOSTER.—Just take your time.

Mr. FRASER.—Perhaps he could tell about the time and then perhaps look it up afterwards.

*By Mr. Foster :*

Q. Can you tell us about the year?—A. About 1891. There was a short period that we were unable to procure an armoury and during that time we had to secure an armoury and the accoutrements, &c., during that time were at my house.

Q. For a little time before you got the armoury they were kept at your house?—A. And the barn.

Q. You were appointed caretaker by whom?—A. By a regimental order issued by Col. Domville.

Q. You had no communication with the department other than through the commanding officer?—A. No, sir.

Q. Your position is a regimental one?—A. Yes, sir.

Q. Now, your letter of instructions is what I particularly want?—A. If you will just excuse me, I will look it up.

Q. See if it is not about August, 1891?—A. The 29th August, 1891.

Q. The 29th, is it?—A. Yes, sir.

Q. Will you kindly read it?

Regimental orders by Lieut.-Col. Domville, commanding 8th Princess Louise, New Brunswick, Regiment of Cavalry:—

“ROTHSAY, 29th August, 1891.

“1. Captain Wedderburn, Adjutant, is hereby appointed regimental storekeeper, *vice* Major R. W. Otty, storekeeper, deceased; such appointment is to be temporary, pending the appointment of a permanent officer. He will at once take over in charge the arms, accoutrements and equipment of A, B, C, D, E, F, G troops (7) and provide a safe and proper place for keeping them. Attention is called to paragraphs 298, 299, 300, 305, 306, R. & O., 1897.

“2. A board of officers to be composed of Captain Wedderburn, Adjutant and acting storekeeper, Lieut. J. W. Domville, ‘G’ troop is hereby appointed. They will

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take an inventory of the arms, accoutrements, equipment and stores of the regiment and report in writing on the condition of the same; they will examine the store ledger and note any deficiencies, naming the troop.

"3. The acting regimental storekeeper, Captain F. Wedderburn, will issue stores to A, E, F and G troops for the camp to be held at Sussex, 22nd September, 1891, in terms of regimental order dated 28th August, 1891.

"By order,

"F. V. WEDDERBURN,  
"Captain and Adjutant."

Q. That is what you consider the warrant of your authority?—A. The warrant is issued by me as adjutant.

*By Mr. Hughes :*

Q. By order of the commanding officer?—A. Yes; he sent me a memo. to issue an order to that effect.

Q. You have not the memo.?—A. No.

Q. This stands for the official instructions?—A. Yes.

Q. Under that you were to take charge of the arms, &c., of the seven troops?—A. Yes.

Q. What did you consider to be your duties?—A. Under the regulation orders, "to take care of the arms, accoutrements and clothing of the different troops," according to the R. & O. That is the regulations and orders.

Q. Do you take charge of the clothing also?—A. Yes, sir.

Q. How do they get it back and forward there? By the regimental storekeeper, or how?—A. It depended on how far they were from headquarters.

Q. I notice it is stated here to be a temporary appointment, pending the appointment of a permanent official. Has there been any change since?—A. No, sir.

Q. You have just been in charge under that order?—A. Yes, sir.

Q. Did you understand that under that order you were to take charge of the arms, men's clothing, &c., clean them and supply a proper place for their keeping?—A. I did not understand that I was to supply a place to keep them.

Q. How did you understand this order, "he will at once take over and provide a place for keeping them"?—A. I thought it was as adjutant I was to take them.

Q. What do you understand by the order to keep these arms, "he shall have them in possession and take them to camp and receive them into store"? The first requirement would be a place to keep them?—A. Certainly.

Q. What were your duties as to that?—A. You asked me about a temporary appointment. I hesitated about accepting the appointment, and at last Col. Domville wrote a peremptory order to take the arms in charge at once. After Col. Otty's death they remained in his house, and there did not seem to be any person who would assume the charge of them, so I assented to act temporarily and it has been continued from year to year.

Q. It is under Col. Domville, I believe?—A. Yes.

Q. What was your first step with reference to the storage of these arms and accoutrements?—A. I tried in several places in Hampton and Sussex to get a storehouse but could not. At first Barnes did not care to rent his hall, but afterwards I rented it from him.

Q. You have heard the lease read. That was entered into by you and Mr. Barnes?—A. Yes, sir.

Q. In which you undertook to pay \$15 a quarter for the rental of the hall as an armoury?—A. Yes, sir.

Q. A place where these arms could be stored?—A. Yes, sir.

Q. And you have paid the rent quarterly or from time to time up to the present?—A. Yes, sir.



Q. How much did you receive each year during the time for the grant to the armoury?—A. Sixty dollars a troop. I cannot say when the increase for the increased number of troops took place.

Q. You commenced with seven?—A. Yes, sir.

Q. And then another was added making eight troops at \$60 a troop?—A. Yes.

Q. So you received a sum of money each year of \$420 and in late years of \$480 regularly?—A. Yes.

Q. How do you receive that, by a cheque from the district paymaster?—A. Yes.

Q. At what date?—A. In June, sometimes a little later.

Q. Who is the district paymaster?—A. Major Armstrong.

Q. And you have actually received each year about that period a cheque from Major Armstrong, district paymaster, for the amount at \$60 a troop?—A. Yes, sir.

Q. And then you paid to Mr. Barnes, who owns the hall, at the rate of \$15 quarterly or \$60 a year?—A. You say "then."

Q. Well, in the meantime and along you paid it?—A. Yes.

Q. Major Wedderburn, tell us frankly did you from the first suppose that when you received the office, and have you since supposed, that you were to supply the storage at the amount paid you?—A. No.

Q. You supposed that over and above the \$420 or \$480 you would receive the rent of the hall?—A. Yes.

Q. Why did you think that?—A. I think that in the Auditor General's report there were cases where it was paid. I talked over with Col. Domville about the payment. He said he did not care to become responsible for a large amount, or something to that effect, but he told me to get the arms properly stored and he said "you will be paid this amount," or some words of that kind, but I do not know whether it was to be from the Government.

Q. You won't be positive it was the Government?—A. No.

Q. But you had a conviction that this \$60 would be paid you over and above the other?—A. Yes.

Q. And you have been working along that assumption?—A. Yes.

*By Mr. Hughes :*

Q. Do you know any corps that has received this Government allowance?—A. I cannot be positive, but my recollection of looking over the Auditor General's report is that there are several.

*By Mr. Foster :*

Q. That is your impression?—A. Yes.

Q. You could not point to that?—A. No.

Q. And you do not know that other corps had received it?—A. Yes.

Q. And you have received it from Col. Domville?—A. Not from Col. Domville.

Q. Could you get it in any way from the regiment?—A. No.

Q. You got the regimental allowance of \$60 per troop, and if not from the regiment what was the source?—A. In the first place the account was made out by Mr. Barnes from the copy that I sent him; that was made out previous to this letter in 1896 under the Conservative Government. The application was sent forward, but I cannot say the amount or date.

Q. Sent to whom?—A. I gave it to Col. Domville, he forwarded it to Col. Maunsell, and then it went on to the department.

Q. You gave it to Col. Domville?—A. Yes.

Q. You do not know that it went further?—A. I know that one did.

Q. Went where?—A. To headquarters.

Q. You know Col. Maunsell said he did not see any account?—A. But Col. Maunsell forgot another point.

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*By Mr. Hughes :*

Q. Col. Maunsell would only forward it ?—A. Yes, it would go through his hands.

Q. You think in one instance at least it went further than the commanding officer ?

—A. Yes, I am positive.

Q. Why positive ?—A. I have a letter-press copy, showing the receipt of this account both by Col. Maunsell and headquarters.

*By Mr. Fielding :*

Q. Have you got that ?—A. Yes.

*By Mr. Foster :*

Q. About what time was that sent in ?—A. In 1896.

Q. But up to that time you had paid the rent ?—A. Yes, but I had sent in accounts previous to that of which I have no record.

Q. To whom ?—A. The lieutenant-colonel.

Q. Every year ?—A. No, but possibly one in two years.

Q. Did you make it to the department ?—A. I sent a copy to Barnes how I wanted it made out to the department.

Q. Did you make it to the department of your initiative or was it suggested to you ?—A. As a militia officer I would make it to the department, but whether on suggestion or my own initiative I do not recollect.

Q. Mr. Barnes has said that the rent has been paid up and he has shown in what manner ; that is correct as far as you know ?—A. Yes.

Q. Now, Major Wedderburn, I want to ask you if you have seen that bill ? (filed with Exhibit No. 1)—A. Yes, sir.

Q. You have seen that bill ?—A. Yes, sir.

Q. Where ?—A. Well, that was made out, I think, in my brother-in-law's office, Wallace & Fraser.

Q. Where ?—A. In St. John.

Q. In St. John ?—A. I think so.

Q. Of that date and in typewriting ?—A. I think so. I recognize it by the peculiar paper, a tinted paper.

Q. But was that identical bill made in Wallace & Fraser's office ?—A. Yes.

Q. By whom ?—A. The typewriter.

Q. On whose instructions ?—A. On mine.

Q. Had Barnes asked you to make out the bill ?—A. I had got the information from Barnes.

Q. How do you mean ?—A. If you mean instructions I may say that once when I went to see Barnes he asked me, " why don't you make them out yourself, because you know the amounts." As you will see from the letter, I asked him to make out the accounts because I did not know the dates. My impression is that I have a telegram from Col. Domville.

Q. You have not that ?—A. No. I went to the Western Union and Canadian Pacific offices but they only keep them for six months.

Q. But you are positive the telegram was from Col. Domville ?—Yes.

Q. You knew J. Milton Barnes had been paid everything due him ?—A. Yes.

Q. Then you were held responsible for his rent, and had actually paid his rent from time to time ?—A. Yes, sir.

Q. Were you advised then to make out a bill in the name of J. Milton Barnes as against the department for what he had received, although he had not authorized you to make out a bill ?—A. He so far authorized me as to give the facts on which to make it out, and I had a typewriter available and made it out. He had previously made this out, and after that, I made it out myself. He was aware that we had sent the accounts in his name.

Q. You did this in Fraser & Wallace's office in St. John. Under your instructions, then, you made it out that the department owed Barnes \$300 ?—A. Yes.

Q. Was it made out on that day?—A. I think it was. There was another account a short time before that.

Q. Account of what?—A. The same as this. I think this was made out on this date, but I would not be positive.

Q. What time of day was that made out, do you recollect?—A. I do not recollect.

Q. You cannot recollect?—A. No, sir.

Q. Was it in the forenoon or the afternoon?—A. I have no recollection of the time. I would not be positive to the date. There is another reason. I have a copy of this bill here with the date 31st May on the top of it. It is a copy of the bill with 31st May on it in lead pencil.

Q. Can you recollect whether you were in the office in the morning, afternoon or night?—A. I was there all day. I continued there a long time.

Q. After you made it out, what happened; that is, so far as you know?—A. I think I mailed it, but I am not at all sure. A telegram or a letter—I think a telegram came in and I sent it.

Q. The telegram was urgent, and you sent it?—It was "Send the account at once," or, "Send to Ottawa," or something of that kind.

Q. To the best of your knowledge this was on the 31st May, and you forwarded it to whom?—A. If I recollect, to Col. Domville.

Q. You say on 31st May you forwarded it to Col. Domville?—A. To the best of my knowledge.

Q. To the best of your knowledge?—A. Yes.

Q. Will you look at these papers?—A. That is just to say, I sent another account forward. I put it into the post office there on the 31st May.

Q. It is in your writing, is it?—A. Yes.

Q. And you are quite sure you put that in the date you sent that to Col. Domville?—A. I would not swear positively, but I think it was.

Q. Will you positively say or not whether you received any instructions as to that date, the 31st May, from any person else as to personal advantage in regard to the former bill?—A. I will say positively I did not.

Q. And to the best of your knowledge, it is just as you have said?—A. Yes.

Q. It appears from these accounts of the department that a claim was put in, this claim, to wit, on the 2nd of June to the Militia Department here for the amount of the bill, and a cheque was issued to Col. Domville for Mr. J. Milton Barnes on the 2nd day of June, and that cheque was endorsed by Col. Domville alone, and was paid to him on the 3rd June. Did you receive that \$300, or any part of it, from Col. Domville?—A. No, sir.

Q. None of it?—A. No, sir.

Q. You didn't receive any communication from Col. Domville transmitting either the cheque or the proceeds of the cheque to J. M. Barnes?—A. No, sir.

Q. When did you first hear of the cheque for \$300 having been issued in consideration of the bill?—A. First, positively, from Col. Domville.

Q. When was that?—A. The first time I saw him. It may have been the first day or possibly the second day. He was in England for some time and when he returned I was in England. When he was up here in preparation for the Jubilee I was not in funds. I told him that if he could get that \$300 he was quite at liberty to use it. I asked him first to get it for me and then afterwards in discussing it with him he spoke of finances and I said to him, "use that if you wish it." I had borrowed money from him and he from me previous to that.

Q. And did you leave it in that liberal fashion?—A. Yes.

Q. Without taking any note?—A. No note whatever.

Q. Without any promise that it would be repaid?—A. No, sir, I did not think it necessary, and the first time I saw him afterwards he said, "I have got that money for you."

Q. When was it that you got the knowledge that he had received that money?—A. When he returned from the Yukon. I came back from England just before Christmas; he returned not until after the new year.

Q. When did you go to England?—A. About the first of November.

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Q. You left home for England about November 1st?—A. Yes, sir.

Q. You didn't meet him there?—A. No.

Q. What time did you get back from England?—A. I arrived two days before Christmas.

Q. And about when did you see Col. Domville?—A. I cannot tell positively—I think sometime after the new year. He was away from home at Christmas and I think the new year also.

Q. After new year's?—A. I think sometime after new year.

Q. And it was then that he told you that he had been successful in getting \$300 for J. Milton Barnes?—A. Not for J. M. Barnes but for me.

Q. What did he say?—A. He said "that claim has been paid" or something like that.

Q. Has he paid you that money since?—A. No, sir.

Q. Have you any note of Col. Domville's?—A. No, sir.

*By Mr. Wood (Hamilton):*

Q. Are you quite satisfied that he will pay you the money?—A. Quite.

*By Mr. Foster:*

Q. You are not so satisfied as to when?—A. I never thought much as to that.

Q. Are you a man of sufficient means that you can let this go on without a note?—A. I thought I could. He is the colonel of my regiment and I thought I could allow it. We have a way of lending to one another.

Q. You were the appointee, I suppose, of the lieutenant-colonel?—A. Yes, sir, temporarily.

Q. A temporary appointment, kept on from time to time?—A. Yes, sir.

Q. But at the instance of the lieutenant-colonel could be cut off?—A. Yes, sir. In fact I have asked repeatedly that I be relieved from the duty, and I expect to be, shortly.

Q. In this receipt (with Exhibit No. 1): "St. John, N.B., 3rd November, 1897. Received from F. V. Wedderburn, the sum of \$300, payment in full for rent of hall at Hampton, N.B., for use as an armoury, from 1st June, 1892, to 31st May, 1897, J. M. Barnes." Did you know anything of this until you came back?—A. I did not know.

Q. You left about 1st November?—A. I think I left St. John on the 1st and sailed from Montreal on the 4th.

Q. Do you do the work of attending to the arms yourself?—A. Yes, sir, with some assistance.

Q. You supervise it?—A. Yes, I attend to the correspondence and other clerical work, and the rest I get done.

Q. For several years occasionally you and Col. Domville have spoken together with reference to the getting of this from the Government?—A. Yes.

Q. And have you always understood that Col. Domville would, if he could, get it from the Government?—A. Yes.

Q. And was your understanding with Col. Domville that he would get it and give it to you?—A. Yes.

Q. Positively?—A. Yes.

Q. There was no understanding implied or otherwise that part only should come to you?—A. No.

*By Mr. Hughes:*

Q. Why didn't you keep the stores in St. John?—A. They are regimental stores and we had no right to use that; it is a district store.

*By Mr. Frost:*

Q. Where are they now?—A. At Barnes' Hall in Hampton.

Q. And is the rent being continued?—A. Yes.

Q. Is there any place in Sussex?—A. I think there is a company of infantry which have a place there.

Q. Do you know anything of the Government renting a place?—A. Yes, but there is no building fit to store arms.

Q. What is the allowance?—A. For infantry \$40, and for cavalry \$60 per troop, on account of having more stores.

Q. Do they get this whether the Government has an armoury and drill shed?—A. No, I think not, but I can't say positively. I think the Government, where they provided storekeepers, do not pay it.

*By Mr. Foster :*

Q. From the 31st May, the date at which you think you made out the bill, after that and up to the time you met Col. Domville at new year's had you seen him?—A. No.

Q. It was previous to this you had spoken of how you would finance the Jubilee?—A. Before that.

Q. And he suggested this plan?—A. No, I suggested it.

Q. So in kindness of heart, he being your commanding officer, you suggested that if he could get this money he could have the use of it?—A. I was pressing several times to have it paid, and as he was going away and likely to be away some time I spoke of his collecting the amount while up here, and I think it was in the same conversation I told him he might use it.

*By Mr. Wood (Hamilton):*

Q. This claim is due by the Government to you?—A. It was money I had paid out for the rent of the hall.

Q. And due by the Government to you?—A. I consider it was due by the Government to me.

Q. Then, as a matter of fact, it was a matter between Col. Domville and yourself?—A. That is so.

*By Mr. Fraser (Guysborough):*

Q. You said you had sent in an account to the department previous to the one of November, 1896?—A. Yes.

Q. Do you know the date?—A. No.

Q. Will you produce the book to show that you had a knowledge that the department got one of them?—A. This is it (producing regimental letter-book).

Q. Will you please read it?—A. Here it is at page 162. The first is dated Ottawa, 8th March, 1896, from the A. A. G. to the D. A. G. at Fredericton, N.B., as follows: "Attached claim for rent of armoury at Hampton from 1st March, 1892, to 29th February, 1896, is returned for the authority upon which it is based. By order, M. Aylmer, Lt.-Col., Asst. Adj. Gen." That is the bill sent through the proper channels and returned for the ground of claim. There is then this note:

"To O. C. 8th Hussars.

"Please forward the authority required. I hold the claim in the meantime.

"10-3-96.

"GEO. J. MAUNSELL, Lt.-Col., D.A.G."

Then at the bottom there is a memo. signed by Lt. Col. Domville to the D.A.G., M. D. No. 8, Fredericton, N.B.:

"The regimental armoury was authorized several years ago as the best system of maintaining saddlery, etc., in proper order. Before that each troop C. O. had its stores, and it resulted in unnecessary losses and improper care. On the authority (which I cannot lay my hand on), the stores were all ordered to be handed over to Major Otty, and it was carried out, with the exception of D troop, whose C. O. refused to obey.

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Under written instructions from General Herbert, then G.O.C., an officer was sent from the Royal Military School at Fredericton to seize them, which he did, and handed them over to Major Otty. Until an armoury can be built, Major Otty stored them in his house. He died suddenly four years ago, and it then became necessary to remove them and procure an armoury. A temporary building was obtained, and, as instructed by Major-General Herbert, I obtained plans and estimates"—I think it is; this letter-book is in camp every year and the moisture affects it—"for an armoury to be erected by the Government (*vide* correspondence and plans at headquarters), which I did. At the time I secured a temporary armoury I sent the bills for fitting it up and putting it in proper order to Ottawa, and the same was duly paid by the authorities. As all correspondence has marked on it 'to be read and returned,' I have difficulty at times tracing out matters, and I am in that position at the moment"—that he cannot return the papers. This is signed "James Domville, Lieut. Col., commanding 8th Hussars," and is dated from "Regimental headquarters, Rothesay, N.B., 11-3-96."

*By Mr. Foster :*

Q. There was no answer to that letter was there? There were no other accounts sent forward except the memo.—A. No, not that I know of.

Q. Was there any subsequent action?—A. No.

Q. You said in answer to a question a little while ago that the Government owed you this \$300 and that it was a matter simply between Col. Domville and yourself as to the disposal of the money after it was paid?—A. Yes.

Q. That is your view of it, is it?—A. Yes, I had paid the money out and considered it was due to me.

Q. Why did you not make the bill out to yourself, instead of to J. Milton Barnes, you certainly knew that the Government did not owe him anything?—A. We had rented the hall from him.

Q. But he had received his payment?—A. Yes.

*By Mr. Wood (Hamilton):*

Q. The Government had not paid him the money?—A. No.

*By Mr. Foster :*

Q. Would it not seem that in your view of things it would have been better to have made out the bill that the department was indebted to you?—A. I suppose it was a matter of judgment. It is a question which way would have been better. In one instance it was made out to Col. Domville.

Q. And in this instance?—A. It was not.

Q. I notice Col. Domville's letter asking for payment is dated Ottawa. That bill you say is dated May 31st, and on 1st June, he writes: "I have the honour to ask payment of Mr. J. Milton Barnes' account for rent of armouries, \$300." The first remark I want to make is this: (I want you to remember as keenly as you can) for a bill made out on the 31st May in St. John to get into the possession of a person here on 1st June, is pretty quick work?—A. Yes.

Q. What I want especially to call your attention to is that Col. Domville did not ask payment of a claim by you against the Government at all but of a claim due to J. M. Barnes for \$300 and you had paid it. I am afraid they paid it as to J. M. Barnes, who had been paid before?—A. That may have been an error of judgment.

Q. Have you any recollection as to who or if any one suggested to you that it should be made out in the name of J. Milton Barnes?—A. I do not know. The first claim was made out some years ago and we did it in the same way. The first claim was made out "the Department of Militia and Defence to J. M. Barnes." That was sent up some time before the change of government and I think it would be on record here.

*By Mr. Fraser :*

Q. Would that be the account to which this is the answer (account marked Exhibit 5)?—A. No, it is another. It is the second account. I do not think it refers to the first one.

Q. And you do not remember to whom the account to which this is an answer was made out?—A. I do not remember.

Q. And you say there was one certainly, perhaps two accounts previous to that of March, 1896?—A. Yes.

Q. Did you receive any reply?—A. Well, nothing of any moment; I may have received a memorandum but nothing to amount to anything.

Q. Can you give any idea of what date that would be? The date of the previous accounts?—A. No, I have searched through all my papers and tried in many ways to refresh my memory but I cannot be positive. I have a faint recollection that the first account was for \$180.

Q. For \$180, how long ago would that be?—A. About three years.

Q. About 1894?—A. I cannot be very clear on that, I have no data.

Q. From the first you had the impression in your own mind that the Government would owe you that money and that you would be paid for it; it was not an after thought?—A. No, sir.

Q. And you had expressed that opinion to Barnes?—A. Yes.

Q. He knew actually that what you paid him you were going to get back?—A. Yes, sir.

Q. There is a letter on file (Exhibit No. 3) from Col. Markham; he is the colonel commanding the 8th Hussars. How does he come into this?—A. He is the senior major of the regiment with the brevet rank of Lt.-Col. of the same regiment.

Q. Had you any communication with him?—A. At one time he asked me if I had received the money for rent of armouries. He asked me that question and I told him I had not.

Q. Do you remember when that was?—A. I think it was after my return from England, but I do not remember. I did not attach much importance to it and do not remember.

Q. These books you say were in Colonel Markham's possession?—A. Yes, and the other regimental books.

Q. Subject to his control and inspection?—A. Yes.

Q. You think it was after your return that you had that conversation with him?—A. I think it was, but I cannot place it definitely.

Q. But you feel pretty certain that it was after your return?—A. Yes.

Q. This letter is dated November 31st, 1897. Have you seen it?—A. No, sir.

Q. It is dated St. John, N.B., and is to J. Milton Barnes, Esq. It says: "Dear Sir,—I am asked by the Militia Department to send you receipt for \$300 which has been paid to you for rent of armoury for five years from March, 1892, to March, 1897. Please be good enough to send this to me by return mail and much oblige, yours very truly, Alf. Markham, Lt.-Col. 8th Hussars." Do you think it was after that that you had the conversation?—A. I think it was after the date of that letter that Col. Markham asked me if I had received this amount.

Q. Now, you said, Mr. Wedderburn, and I sympathize with it because I have been in the same position myself, you said that this lending to each other was common in the regiment?—A. Yes, there has been more or less of it.

Q. And there was no such thing as the usual formality of bonds and notes and all the rest of it?—A. I never had it.

Q. You have lent and borrowed, and as between yourself and Col. Domville there are no formalities of that kind? You always made the payments when you saw fit, and there was no receipt of any kind?—A. Yes.

Q. I suppose Col. Domville, in discussing the matter, said that he would like to go to England, but that there were financial difficulties?—A. We had discussed it several times. I was anxious to go myself, either on the contingent or in a private

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capacity, but when Col. Domville had the chance that settled anyone else. We had many talks about the cost, etc.

Q. And on this occasion you told him that if he could get the claim he was welcome to the use of the money?—A. I told him he could have it.

Q. And the first time you saw him he told you he had it?—A. I would not be sure.

Q. It is not paid yet, but of course it is due you?—A. Yes.

Q. Was there before then or since then the least collusion between you and Col. Domville that it was to be shared between you or he was to get any?—A. No, sir, none whatever. I think he once suggested that I might open a bottle of wine.

Q. On the question of making up the account, you thought that the best way to make the money, that the bill going in in that way would perhaps be the best way?—A. I do not know just why. I supposed the question of my having paid Barnes did not have any effect on the obligation of the Government to pay the rent and I put it in in his name.

Q. And as you had paid money that should be paid by the Government you thought it still due to Barnes by the Government?—A. Something like that.

*By Mr. Foster :*

Q. Now, Major Wedderburn, you are a lawyer and a business man?—A. Yes.

Q. I want you to answer me this : was there any contract or agreement between Mr. Barnes and the Government in any way, shape or form?—A. Not that I know of.

Q. Was not the agreement with him simply and solely with you as to the rental of the hall?—A. Yes, it was an agreement between us.

Q. Did not you pay the rent as stated from time to time?—A. Yes.

Q. Then did not you know that the Government was not indebted to J. Milton Barnes?—A. Legally, I think not.

Q. Then why did you make out a bill affirming the Government was indebted to Mr. Barnes, or suggested it to Mr. Barnes, after that telegram from Col. Domville, and forwarded to him here ; why did you do that?—A. Well, as I say, I do not know exactly except as to the facts that I had paid J. Milton Barnes ; it was a matter between us, and the Government still owe the rent to me.

Q. But the lease was between you and J. Milton Barnes?—A. I felt all along that I was acting as the agent of the regiment and the Government in renting that hall. One reason why we did that was that Barnes preferred his rent quarterly instead of at the end of the year ; I told him that accounts were paid yearly by the department.

Q. Do not you, aside from this, know that nothing is owing to Barnes?—A. Barnes can collect nothing from the Government.

Q. Col. Domville in that telegram told you to make it out in J. Milton Barnes' name?—A. I made it out.

Q. Without authorization?—A. Barnes had asked me previously why I did not make out accounts without going to him.

Q. But you had no direct authorization?—A. No.

*By Mr. Taylor :*

Q. You know accounts were sent in before?—A. Yes.

Q. In J. Milton Barnes' name?—A. In every instance.

Q. Where are they?—A. I do not know.

Q. More than that, I want you to explain this. Here is a letter dated 17th November, from the Auditor General, in which he states this : "I am in receipt of your letter of 13th instant forwarding voucher dated November 3rd, 1897, from J. M. Barnes, acknowledging the receipt of \$300 from F. V. Wedderburn for rent of hall for armoury from June 1st, 1892, to May 31st, 1897. You have overlooked the request in my letter for a statement why payment was not made by your department directly to the creditor, as well as an explanation why the rent was not paid as it accrued. The usual certificate by the district officer if the building was used for the purposes of a public armoury, should be furnished. As pointed out to you before, the 8th Hussars had received their



allowance and the care of arms for the period covered by this claim. Is it not contrary to the Regulations and Orders to pay this allowance where there is a public armoury? The voucher forwarded appears to be a receipt by Mr. Barnes of an outlay by Major Wedderburn for rent, out of the annual grant of \$60 per troop received by him for the 8th Cavalry as the care of arms allowance. There is nothing to connect this with the \$300 cheque to which this correspondence refers." That is signed by the Auditor General and directed to the Deputy Minister of Militia and Defence. The Minister of Militia and Defence in answering it says, under date of January 24, 1898: "In reply to your letter of the 17th November last, in which you ask for further information respecting the armoury of the 8th Hussars, I beg to state that the cheque was made payable to Lieut.-Col. Domville for J. M. Barnes. This was done at the request of Lieut.-Col. Domville and the receipt of Mr. Barnes was sent to the department. This was an exceptional case, as it is always the rule to make cheques payable to the person entitled to receive the money. The rent was not paid as it accrued because no accounts reached the department as rent accrued. The certificate that you ask for from the district officer that the building was used for the purposes of an armoury is herewith attached. It is not contrary to regulations to pay allowances for care of arms where there is a public armoury, provided there is no paid caretaker attached to said armoury." Now, Mr. Panet says that no account ever reached the department in reference to this claim?—A. But there is a letter directly signed by headquarters.

Lt.-Col. PANET—Let me explain; sometimes accounts do not reach the Minister, accounts are sent in with no authority whatever.

Mr. FOSTER—We might have Col. Panet back on that question.

Lt.-Col. PANET was again recalled and further examined.

*By Mr. Foster:*

Q. Col. Panet, what have you to say as to accounts being sent in, and your statement that as far as you knew the department did not receive any account; how might that occur?—A. It might occur in this way: that an account might have been sent in and very likely returned if on the face of it you could not see the certificate of the officer commanding the district or the paymaster. If they could not show that they would be sent back as no use.

Q. Now, with reference to the three points of information I wanted from you?—A. Yes, sir. You wish to know the date when these different armouries were concentrated. Well, we have nothing to establish that in the department, except that some accounts were sent in that were not authorized, and the consequence was they were not paid and I presume on seeing these accounts or hearing of them that these armouries had been concentrated without any authority.

Q. From whom?—A. From the Minister. Of course, the chief officer commanding may sometimes take upon himself to order things, but without the Minister; but I cannot settle dates. In regard to the 8th Hussars, I find there was authority given on the 6th October, 1896, and I have had my clerks to look back to see if there was anything anterior to that date but have not been able yet to find anything. The other question you asked me was, if I knew any similar cases. This of course would take a little time to get, but on looking over the books I find that there was one case—that is the cavalry armouries at London, Ont., which I believe is a parallel case to this, there is a lease there on stores and armouries for which we pay \$720.

*By Mr. Hughes:*

Q. Stores or store rooms?—A. Stores and store rooms as well.

*By Mr. Fraser (Guysborough):*

Q. Over and above the other?—A. No, sir; this is paid \$720 per annum and the Hussars have their arms, &c., in there, but there is no paid caretaker. Still they draw the allowance.

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Q. Besides the \$720?—A. Yes.

*By Mr. Foster :*

Q. There is a caretaker at the armoury?—A. Yes.

*By Mr. Fraser :*

Q. And is he paid by the year?—A. I mean there is a caretaker of the whole armoury.

*By Mr. Foster :*

Q. And so the captains of the troops draw their money?—A. Yes.

*By Mr. Fraser :*

Q. They got their \$60, the captains of companies?—A. Yes.

*By Mr. Foster :*

Q. Of which companies?—A. Of the different troops.

*By Mr. Fraser :*

Q. By this, then, the Government pays \$720 for rent?—A. Yes.

*By Mr. Hughes :*

Q. And also for the arms and accoutrements?—A. Yes.

Q. Then what is the \$720?—A. That is for rent of the armouries and the rent of the storage building.

Q. For this one corps alone?—A. No. For the whole of the district, in the same building.

Q. The cavalry regiment makes it their district storehouse?—A. Yes.

Q. Then they are free from rent?—A. Yes.

Q. Now, take a corps where there is an allowance made, where the arms are stored at one headquarters and the allowance taken from the captains and given to the regimental fund, what is the custom there?—A. That the caretaker, who is generally appointed by the officers, is paid by the department.

Q. As far as the allowance goes?—A. Yes.

Q. Paid in a lump sum to the regiment?—A. No, sir, it is not paid.

Q. Take for example the Queen's Own Rifles in Toronto. The Government pays for a very expensive armoury there, they paid large sums towards building the armouries, the corps pays no rent for that building, do they?—A. No, I do not think they do.

Q. Who pays that? What is the allowance?—A. Forty dollars.

Q. And that is paid to the regimental fund?—A. They can settle that as they please.

Q. When the arms are stored in an armoury belonging to the Government that has a paid caretaker the allowance is not paid?—A. No, sir.

Q. Not paid to anybody?—A. No.

Q. I think it has been?—A. If you are positively stating that there was an exception made I will look into it.

*By Mr. Fraser :*

Q. When did that rental begin in the city of London?—A. I cannot tell you.

Q. Do you know how many years?—A. It must have been built about five or six years ago, but I am not positive about that.

Q. But there is no doubt about the case of London, that each company gets its allowance?—A. Yes, they get \$60.

Q. Have you a caretaker in London?—A. In London we have.

Q. And do you pay him?—A. Yes, he is paid, but he cares for the buildings and stores.

Q. And looks after the arms?—A. No, he does not look after the arms, they are there; they are allowed storage, but the captains of the companies that get the \$60 are responsible for them, and when our inspector finds any fault he has nothing to say to the caretaker. He goes to the officers.

Q. Referring to your other note, when does the text show that the change was made?—A. That is just what I cannot state, sir. Col. Domville appears to have had that building for a long time before he was authorized to have it. By our books I find on October 6th, 1896, he asked for the authority of the Minister to allow him to draw the money. I find there was an authority given then, but as I see it appeared from this that he was in there before but I have not been able to find any authority for his doing so.

Q. The question of rent was not mentioned?—A. No.

Q. There is one question about the payment to the caretaker of the building?

*By Mr. Foster :*

Q. About what?

*By Mr. Fraser :*

Q. The payment of the caretaker. I asked you when Col. Otty came in?—A. He was not appointed by the department. He is a regimental officer.

Q. Now, here is a letter from Col. Markham (Exhibit No. 3) in which he says:—

ST. JOHN, N.B., November 1st, 1897.

J. MILTON BARNES, Esq.,  
Hampton, N.B.

DEAR SIR,—I am asked by the Militia Department to send your receipt for \$300 which has been paid to you for five years from March, 1892, to March, 1897. Please be good enough to send this to me by return mail and much oblige."

Do you know anything about this request from the Militia Department to Col. Markham?—A. That must have been made by order very likely because I did not receive from Col. Domville the receipt which had been promised, and naturally I was very anxious to get that receipt and I gave instructions to hurry the thing through and very likely that was in response to an order sent to the officer commanding the district to see that this receipt reached the department with as much expedition as possible.

Q. That was after the demand of the Auditor General for the receipt?—A. Very likely it was. I do not remember.

Q. That is, you had made payment of the money?—A. I had.

Q. There was no voucher in the form of a receipt from J. Milton Barnes?—A. No.

Q. And you were anxious, at the request of the Auditor General, to get that?—A.

Yes.

Q. And you sent this request to the commanding officer, Col. Markham, in the absence of Col. Domville?—Yes.

*By Mr. Hughes :*

Q. Who is in command to-day?—A. Lieut.-Col. Domville.

Q. Is he not out?—No.

*By Mr. Fraser (Guysborough) :*

Q. If you can find, Col. Panet, any other case where the payment was made you will?—A. Yes. With regard to the papers the committee required from me I understood the other day that it was such papers only as related to this cheque, but there may

## Public Accounts Committee.

be some papers from the Major General to the Minister recommending that Col. Domville might keep his arms altogether. Am I to understand you want these?

Mr. FOSTER—We want all the papers from the beginning.

Mr. WEDDERBURN was recalled and further examined.

*By Mr. Foster :*

Q. We have had what necessary evidence we need from you, Major Wedderburn, but I want to ask a few questions by way of summary. You were appointed by a regimental order of August 29th, 1891, as caretaker of arms and accoutrements?—A. Yes.

Q. You then rented the hall from J. Milton Barnes?—A. Yes.

Q. And entered into a lease with him for which you were to pay \$60 a year?—A. Yes, sir.

Q. That you paid this rent from time to time?—A. Yes.

Q. And satisfied all J. Milton Barnes' requirements?—A. Yes.

Q. In the meantime you had a general idea that in some way or other you would get the rent back again?—A. Yes.

Q. That Col. Domville in some way or other would get the rent for you?—Yes.

Q. On that assumption you frequently talked over how that could be done?—Yes. The first claim I put in under the Conservative Government. Then, probably when Lieut.-Col. Domville was a member of Parliament I relied on him more than at first.

Q. This was not before 1896; the first claim?—Oh, yes.

Q. Well, Col. Domville was not a member before 1896?—A. I say, after he became a member I relied on his advice.

Q. So you say that two or three bills were sent in?—A. I think they will find them in looking for the papers.

Q. And this one was sent back from headquarters?—A. For the authority.

Q. And you, knowing J. Milton Barnes' claims had been paid, made a bill in the name of J. Milton Barnes to the department?—Yes.

Q. You did that at Col. Domville's telegraphic request?—A. His telegram did not say how, that is my recollection. It may be possible to get that telegram perhaps here, but I could not get it in St. John.

Q. And you made that bill out on the 31st May without direct authority from J. Milton Barnes?—A. Yes.

Q. And sent it to Col. Domville?—A. Yes.

Q. You know now that Col. Domville got that cheque?—A. Yes.

Q. You have not got anything of it?—A. No.

Q. And it is now lent to Col. Domville as a loan?—A. Yes.

Q. And as a matter of fact you know Barnes is not owed anything by the Government?—A. If you consider my payments to Barnes as payments for the Government, no.

Q. But J. Milton Barnes entered into a lease with you, not with the Government?—A. We went on the ground that it was an obligation, a claim paid by the Government to J. Milton Barnes. The arms and stores were in my father's house partly, and partly in the barn, occupying room, and I had to get them out. Barnes preferred to have the lease of the hall drawn in my name and the rent paid quarterly.

Q. But that was between you and J. Milton Barnes?—A. Yes.

Q. You have not received any part of that \$300?—A. No.

Q. And you said there is no arrangement as to when the money is to be returned?—A. I understood he told me he had got it and would return it.

Lt.-Col. PANET again recalled and again further examined :—

*By Mr. Fraser (Guysborough) :*

Q. I see in the Auditor General's report, page L—9, "1st Hussars, London, drill instruction, care of arms, etc., \$480," that is exactly the same as this?—A. Yes.

Q. They are parallel cases?—A. Yes.

Q. Then on page L—28 I see, "John Christie, rent of premises for artillery, cavalry, and storehouse departments, 15 months to July 3, 1897, at \$60," and so and so; he was paid that?—A. Yes.

Q. For the same number of companies?—A. Yes.

Q. The cavalry regiment there got \$400?—A. Yes.

Q. It is a parallel case?—A. Yes.

*By Mr. Hughes :*

Q. The building was also used for cavalry stores?—A. Yes.

*By Mr. Foster :*

Q. It is a district store?—A. When I say a parallel case it is a similar case.

Mr. WEDDERBURN was again recalled and further examined :—

*By Mr. Foster :*

Q. You are storekeeper?—A. Yes.

Q. You received \$420 for seven troops and \$480 for eight troops?—A. Yes.

Lt.-Col. PANET recalled :

*By Mr. Fraser (Guysborough) :*

Q. How long has this been done in London?—A. Five or six years.

Messrs. Barnes and Wedderburn discharged from further attendance.

HOUSE OF COMMONS,

COMMITTEE ROOM,

FRIDAY, 13th May, 1898.

Committee met.—Mr. McMullen in the Chair.

Lieut.-Col. PANET, being recalled, testified as follows :—

*By Mr. Foster :*

Q. These papers (Exhibit 6), I suppose, are in answer to the request for all the papers connected with the case?—A. Yes, sir; these are all the papers we could collect in the department.

Q. So far as the department is concerned, that is a complete case?—A. Yes.

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Q. I just want to ask you two or three questions: what is the usual course an account runs, say, from an officer, an under officer, of a regiment; it goes first to who?  
—A. The officer commanding the regiment.

Q. The first step will be then from an under officer of, say, the 8th Hussars to the colonel commanding?—A. Yes.

Q. From him to whom would it pass?—A. It would go to the officer commanding the district.

Q. After the officer commanding the district has passed upon it to whom does it go?  
—A. To headquarters.

Q. That is the Quarter Master General?—A. No, it goes through the general officer commanding.

Q. A bill for rent of the armoury for the 8th Hussars in King's County, made out by the gentleman who owned the hall, and to whom the rent was due, would pass in successive stages through whose hands in order: first?—A. The officer commanding the battalion.

Q. Second?—A. The officer commanding the district.

Q. Third?—A. It is sent to headquarters, with the proper recommendation.

Q. Headquarters means the general officer commanding?—A. Yes, it goes through him.

Q. From him it goes to the Minister?—A. Or to his deputy.

Q. And if everything is found all right payment then ensues?—A. Yes.

Q. Was that course followed in reference to this bill?—A. No.

Q. Does it appear from the papers that any previous application had been made to the Government for an allowance for rent for this armoury which regularly came before the department and was passed upon, either affirmatively or negatively?—A. No, sir, there does not appear to have been any.

Q. Colonel Panet, did you know if there was an armoury at Hampton for the 8th Hussars?—A. I knew by the correspondence in the department; I must have known; I do not remember exactly, but from the correspondence I know the arms were all collected in this case.

Q. And stored in Hampton?—A. Yes, I knew that.

Q. Did you know this was a regimental matter and that the regiment had appointed a caretaker?—A. I knew that it was a regimental matter.

Q. And that there was a caretaker?—A. No, I did not know anything about that.

Q. Do you know now there was a caretaker?—A. Yes, it appears so from the papers.

Q. That being so, what is the rule in the case of a regimental armoury where a regimental caretaker is appointed and gets the regimental allowance, \$60 per troop; what is the rule with reference to a place for the storage of the arms?—A. When the arms are stored in a Government building, or in a place leased by the Government, generally the allowance is withheld, provided there is a caretaker paid by the Government.

Q. Now, that is aside entirely from the question I asked, which is this: In a case such as that of the 8th Hussars, where the regiment has established an armoury, appointed a caretaker, and he gets, under instructions, his orders and gets the \$60 per troop for his services, what is the general rule as to the providing of the place for the regimental arms; is any extra allowance made by the department at Ottawa in such case or is it the general rule that the care of the arms includes a place for the keeping of the arms?  
—A. Generally when the allowance is paid it does not include the payment of a place to store the arms, but there are exceptions; and besides that, in cities and towns, although the department furnishes a place to store the arms in, still the allowance is paid when the caretaker is not paid by the department.

Q. As in the case of London?—A. Yes.

Q. Where are these general rules laid down?—A. We have them in this little red book.

Q. Would you consider that an expression of opinion or a statement by the general officer commanding with reference to this would be fairly good authority as to the rule?  
—A. If approved by the Minister I would.

Q. If not approved by the Minister?—A. If not approved by the Minister, why of course it would only amount to a recommendation.

Q. That is when the general quotes from a rule, say from Regulations and Orders, 1887, and says that means so and so, you must first get authorization?—A. Oh, no.

Q. That is what I want to get at. If the general quotes a rule and lays down its meaning, that is binding?—A. Unless of course the Minister chooses to express a different opinion.

Q. So that in this case, Col. Panet, you ordered the issue of a cheque to Lt.-Col. Domville for payment of the hall belonging to J. Milton Barnes at Hampton without the regular course being followed?—A. Yes.

Q. Without any regular authorization following upon such a course?—A. There was authority to pay, sir, on the face of the bill.

Q. Don't you see what I am after; was there any general authorization by the Minister, following from the claim made, which passed through the officer commanding, the district officer commanding and the general officer commanding, and had their recommendations?—A. The Minister can—

Q. I am not asking what the Minister can do—?—A. You must refer to the bill.

Q. Wait till I put my question. Was there any general authorization by the Minister for payment in this case based upon the following regular course, by which this bill went through the hands of the officer commanding the battalion, the district officer commanding, and the general officer commanding?—A. No general one but a special one.

Q. Was there any special order made based upon special recommendations by these officers?—A. I look upon the bill as presented to me as an order to pay it.

Q. I will ask you that afterwards. With reference to this bill, was there any authorization by the Minister or by any one else, such authorization being based on examination of the bill and certificates in course from these officers or any one of them?—A. I presume the Minister who ordered the bill to be paid must have been satisfied.

Q. Was this bill authorized by the Minister?—A. Certainly, sir, it appears on the face of the bill.

Q. Say yes or no?—A. It was.

Q. Was that authorization of the Minister based upon certificates from those officers?—A. All I can say is as to the signature, I cannot say what prompted the Minister.

Q. I am not asking you that, I am asking you whether, looking at that bill, the Minister's authorization is accompanied by any report from the officer commanding the district, the officer commanding, or the general officer commanding, recommending the payment?—A. That may have been, but it does not appear on the paper.

Q. What authorization then had you for paying the bill?—A. The signature of the Minister.

Q. It was paid on that and on nothing else so far as you are concerned. Now, on page 7 and 8 of your evidence, as I have it here, you made a statement which I will give you an opportunity to revise. With reference to the receipt, I asked "whether reading that over you would be inclined to say that this was the money for which you gave the cheque." You answered, "I am satisfied that is the receipt for that money." The evidence goes on:

"Q. What satisfied you?—A. The receipt.

"Q. But the receipt is not from Col. Domville?—A. But it is from the man entitled to receive the money.

"Q. It is the receipt of Mr. Barnes who is entitled to receive the money, but the money was given by F. V. Wedderburn as you will see from this receipt: 'Received from F. V. Wedderburn the sum of three hundred dollars payment in full for rent of hall at Hampton, N.B., for use as an armoury from June 1st, 1892, to May 31st, 1897. J. M. Barnes.'—A. Well, it was to pay a claim of the department for rent.

"Q. But the point I wish to make is whether you can be sure this is the receipt for the identical money for which you gave a cheque to Col. Domville?—A. Well, it could not be for something else."

## Public Accounts Committee.

Then on page 8, I asked :

“Q. Well, can you swear?—A. I would swear I was satisfied that the claim was paid with the money given to Col. Domville.

“Q. You can swear that?—A. Yes, and as far as my responsibility is concerned that is a good receipt.

“Q. Then you can swear that this receipt from J. M. Barnes to Mr. Wedderburn was a receipt for that money paid to Col. Domville?—A. Yes, I am satisfied that that claim was paid.”

Q. Now, under the knowledge you have to-day do you wish to revise that statement?—A. Well, I cannot say otherwise than that at that time I was satisfied that was a receipt, and a receipt that it was my duty to procure, but I must admit now that a good many facts have come to my knowledge which I ignored at the time.

Q. Or which you did not know?—A. The whole thing from the beginning is not very regular I admit, but still I adhere to my first answer and I think I was perfectly justified in saying that I looked upon this receipt as what I required to show that we had paid the rent for this armoury.

Q. But you went further in assuming that the money paid to Mr. Barnes was that money?—A. Well, you see it is the fact of money being put into the hands of one man for another and the fact of that other man not getting it from that man but from a third, and that that man got the money is to the credit of the department.

Q. But I want you to revise your statement ; after hearing the evidence since, are you still willing to swear that J. M. Barnes received that identical \$300?—A. No, I do not think he did. He may have received that money.

Q. Under your present knowledge did he receive a dollar of that?—A. I do not know.

Q. Are you prepared to swear he did?—A. No, certainly not.

Q. You did not hear Mr. Barnes' evidence?—A. No.

Q. Have you heard evidence enough to make it clear that Mr. Barnes was paid before this cheque was issued, and that he received none of this \$300?—A. I do not see what difference that would make, provided the department had to pay it.

Q. I want you to say whether you now can swear that any of that \$300 you gave to Lt.-Col. Domville was paid to J. M. Barnes for rent of his hall?—A. It was the money intended for Barnes.

Q. Intended by whom?—A. By the department.

Q. I am not asking what was intended ; I am assuming you would not have issued the cheque unless the money was owing to Barnes, but after what has transpired do you still believe that money went to Barnes?—A. Well, if he was paid already it may have gone to the person who paid him.

Q. You have not then sufficient knowledge gleaned from the evidence and from what you at present know to enable you to say that in your belief that \$300 did not go to J. M. Barnes?—A. I cannot say, sir, I cannot swear at all one way or the other.

Q. There is amongst these later papers a letter written by you to the Auditor General on the 24th January last, and one sentence of that reads as follows :—

“The rent was not paid as it accrued, because no accounts reached the department as rent accrued ;” that was the reason you gave the Auditor General for not having the rent paid from 1892 up to the time of his objection?—A. Yes.

Q. Do you still adhere to that statement to the Auditor General that the rent was not paid as it accrued because no accounts reached the department as rent accrued?—A. I think so, sir, the fact was this. Had there been an account sent up it would have been examined and if found proper and correct would have been paid, but I do not know that any claim was made.

Q. You do not know that the rent was paid to J. M. Barnes from time to time, from 1892 to 1897?—A. No.

Q. You have no knowledge of it?—A. No.

Q. Not from the evidence?—A. I have not seen the evidence, and I did not hear it. As soon as I got away I would go back to the office.



Q. Had Barnes any agreement with the Government for the payment of that rent?—A. I do not think so, sir.

Q. Did he have any claim on the Government based on an agreement?—A. I do not think so.

Q. As regimental caretaker of the Hussars, under the Regulations and Orders had he any claim on the department at all?—A. No, unless the Minister consented to the rent being paid.

Q. And had the Minister consented to the rent being paid previous to the time this bill was put in?—A. No.

Q. Do you know that the rent was paid from time to time?—A. No.

Q. Have you read the evidence? The evidence goes to show both from Mr. Barnes and Mr. Wedderburn that the rent was paid from time to time?—A. I do not know.

Q. Is it your belief that he received any part of the rent in question?—A. I would not like to swear.

Q. Have you yet any receipts showing that Lieut.-Col. Domville paid the money to Barnes?—A. The only one I have is that which was sent to the Auditor General.

Q. Do you know if the money was paid to Barnes?—A. It shows that the money was paid to someone.

Q. When you received this bill from Col. Domville, was it your impression that the rent was due to Barnes?—A. When I received that bill from Col. Domville I refused to pay it.

Q. When you received a bill from Col. Domville for \$300 to J. M. Barnes, was it your impression that this was owing to J. M. Barnes?—A. I do not believe I took the trouble to ascertain whether or not it was due to him, because I refused to pay it. I thought that it should come in in another way. I believe, but this is only from recollection, I only paid this when I had the signature of the Minister.

Q. You refused to pay?—A. Yes.

Q. And took it to the Minister?—A. No.

Q. Who did you take it to? How did he get it?—A. I do not know.

Q. You refused to pay it?—A. Yes.

Q. Who asked you to pay it?—A. Col. Domville.

Q. Then who was it that influenced the Minister to sign it?—A. It came from the Minister and I paid it.

Q. Do you know who induced him to sign it?—A. No.

Q. You refused to pay it?—A. I know that when the bill was presented to me I did not find that it was properly certified and refused to pay it.

Q. What was the representation in the bill that this amount was due to J. M. Barnes?—A. I cannot say. I just looked at the bill. It speaks for itself.

Q. Will you just look at the bill and say what it was? Every bill is put in on some representation?—A. Yes, I believe this is a true copy of the bill, sir. This is for five years' rent.

Q. That bill, then, to your mind would represent that J. M. Barnes was owing that amount of money for rent?—A. Where is the original bill?

Q. There, your hand is on it now.—A. Yes, this is the account to the department owing to J. M. Barnes for one, two, three, four, five years' rent, \$300.

Q. The representation in that bill then is that the department owes, or it is claimed it does, \$300 to Barnes for rent?—A. Yes.

Q. Presented to you by whom?—A. By Col. Domville.

Q. Did he follow it with some representation that he wished to collect that value because it was due to J. M. Barnes?—A. I cannot say, sir.

Q. Well, I find here in the Auditor General's report (L.-78):—

“HOUSE OF COMMONS, OTTAWA, June 1, 1897.

“SIR,—I have the honour to ask payment of the claim of J. Milton Barnes, of Hampton, N.B., for rent of armoury for the 8th Hussars from March, 1892, to March, 1897, \$300.”

That is a sentence in the letter sent by Col. Domville, Lieut.-Colonel commanding the

## Public Accounts Committee.

8th Hussars, to the Honourable the Acting Minister of Militia, Ottawa. Col. Domville presented you that bill. On what account did he urge payment?—A. I do not remember.

Q. You do not remember that he urged payment on the ground that this was due J. Milton Barnes?—A. I cannot say that. I cannot say what passed between Col. Domville and myself. The only thing I can recollect is that I told him I could not pay the bill.

Q. Then you cannot recollect really?—A. No, sir.

Q. I do not want to make any strictures, Col. Panet, but it seems to me when you pay an account of this kind your memory ought to be pretty clear about it. When you received that bill back with the Acting Minister's signature upon it as being correct, which you took as your authority to pay in issuing that cheque, was it your view that the money was to go to J. Milton Barnes?—A. Yes, that is the reason the cheque was made out to Barnes.

Q. If you had thought the money was not going to J. Milton Barnes would you have issued the cheque?—A. I never thought of anything of the sort.

Q. Will you say whether in the light of the evidence that has transpired that money was due to Barnes?—A. I cannot answer that.

Q. Can you answer as to whether this \$300 was ultimately paid to Barnes?—A. It is so much mixed up and I did not hear the evidence. I have always been under the impression that he got the money.

Q. Do you say that yet?—A. I am pretty much in doubt now.

Q. If you were to read the evidence and to see Barnes' evidence distinct and clear that he had received all the moneys due to him from Wedderburn previous to this time would you yet be under the impression that this \$300 was paid to Barnes or would you have doubts about it?—A. I would have thought that the money was to indemnify Col. Domville who had paid it to Barnes.

Q. Did Col. Domville represent that he had paid the money to Barnes?—A. No.

Q. What right had you to suppose this would be an indemnity to Col. Domville?—A. Because the arms were stored in that place and I think there would be a claim against the department.

Q. But you have told us that under the general regulations and orders there would be no claim?—A. Not under the general rule, but under a special order there would be.

Q. Do you know if there was any special authority previous to this?—A. There was an authority on that bill.

Q. But previous to that, was there any authority?—A. No; the question did not arise. No bill came in.

*By Sir Louis Davies :*

Q. Claims came in in previous years?—A. No.

Q. Did you hear Major Wedderburn's evidence?—A. I heard part of it.

Q. Did you hear him say that there had been correspondence with the department making this claim for years previously?—A. There may have been correspondence.

Q. I am not asking you that; did you hear him say that?—A. I am not quite sure, sir. There may have been correspondence, and it would never reach me. There may have been correspondence between Lieut.-Col. Domville and the general, and it may not have been transferred to the Minister of Militia.

*By Sir Charles Hibbert Tupper :*

Q. I heard you the other day and I have heard you to-day. You said this morning that you would never have paid that bill unless authorized by your Acting Minister?—A. Yes, sir.

Q. As I understood you, it was a surprise to you at your first examination that the Acting Minister had given any authority at all?—A. I did not say that. Have you got that down that I was surprised?

Q. I will show you what I mean. I understood you to say that you took the entire responsibility; that you were impressed with Lieut.-Col. Domville's appearance at the

office because of his being a member of Parliament and presenting this bill, and that you were very sorry that you had paid it?—A. No, sir; that only referred to my making the bill payable to Lieut.-Col. Domville.

Q. Let me read what you are reported to have said.—A. What I confessed was my mistake in not making the bill payable to Barnes, who, at that time, I think, was the man entitled to receive the money, because it is invariably the regulation with us to pay to the party who is entitled to receive the money.

Q. You are reported in your evidence as follows:—

“Q. Was there any other influence besides Col. Domville’s?—A. Not that I am aware of.

“Q. You have no superior officer in your department?—A. I have my chief.

“Q. Outside of your Minister?—A. No.

“Q. You will not say that your Minister ordered it to be paid?—A. I cannot say that.

“Q. Will you say the Minister did not order it to be paid?—A. I cannot say that.

“Q. You cannot say that he did or did not?—A. That is the whole matter, and I believe I am responsible for it.”

That is your evidence?—A. Yes; but that is in regard to making the cheque payable to Lieut.-Col. Domville for J. Milton Barnes. I was influenced by Lieut.-Col. Domville as being a member of Parliament; only on that one point.

Q. But the statements are conflicting?—A. I did not mean that.

*By Sir Louis Davies:*

Q. As a matter of fact, arms were stored in the building of J. Milton Barnes?—A. I believe so from what I saw in the papers

Q. Was this the first time that a claim had been made for payment, or had claims been made through correspondence in previous years for payment for the storage of these arms?—A. No claim ever reached me; it may have reached the general. There may have been correspondence between Lieut.-Col. Domville and the headquarters staff.

Q. Or between Lieut.-Col. Domville and Lieut.-Col. Maunsell?—A. It never came to the Minister or to the Deputy Minister, to my knowledge.

Q. You stated the general rule to be that where a certain allowance is made per troop no allowance is made for a caretaker?—A. In certain cases.

Q. That is the general rule?—A. The general rule is this, that an allowance is paid to the officers commanding the companies of so much a year for the care of the arms, and they are supposed to care for the arms if they are in the armoury.

Q. There are exceptions to the rule?—A. Yes, and this is one of them.

Q. For instance I see in the Auditor General’s report for 1896-97, page L-9, at London, Ont., allowance is made for the troops?—A. Yes.

Q. So much per troop?—A. Yes.

Q. “Allowances: Military District No. 1. 1st Hussars, London. Care of arms, \$480.”—A. Yes, sir.

Q. Eight troops?—A. Yes.

Q. At page L-28, of the Auditor General’s report, I find that John Christie is paid “rent of premises for artillery, cavalry and storehouse departments, 15 months to 3rd July, 1897, at \$60 per month.”—A. Yes, that is a parallel case to this.

Q. So that this does not stand alone?—A. No.

Q. How long has that continued in London?—A. I could not say, sir; it has been going on a good while I think.

Q. Is there a drill shed in London?—A. There is.

Q. And notwithstanding that, you paid for this extra care of arms, and that had been going on for a long time?—A. I would have to look in the department to see if there has been a change. I do not think there has.

*By Sir Charles Hibbert Tupper:*

Q. How do these accounts come to you; in what shape, and through whose hands do they come?—A. They come to me and when I find that they are properly certified to, I send them to the accountant with authority to pay.

## Public Accounts Committee.

*By Mr. Foster :*

Q. Do you think that London is a parallel case?—A. I think it is.

Q. The military at London has a storehouse and armoury, has it not?—A. I think there is storage as well as an armoury.

Q. Is it a regimental storehouse or a district storehouse and armoury?—A. It is a district armoury, I think, sir.

Q. And these cavalry companies make use of that district armoury?—A. I think so.

Q. Have these cavalry troopers any caretaker regimentally?—A. They have.

Q. In the case of these cavalry troops who are held responsible for the care of the arms? The captains of the troops or the caretaker?—A. If the caretakers are paid—

Q. I am not saying that they are paid in this London case; that is the point. Be careful what you say because you swore the other day that they had not any caretaker, that when the inspector inspected the arms he had no caretaker to go to and he went to the captains?—A. These captains get an allowance and are responsible for the arms and the care of the arms, but they have the privilege of storing them in the district armoury.

Q. Do they pay their own caretakers?—A. If they have caretakers they are supposed to.

Q. You swore the other day that they had not?—A. They had not caretakers paid by the department.

Q. Who, the troops?—A. The troops.

Q. Paid by the department?—A. By the department.

Q. They have a regimental caretaker in the armoury there?—A. I presume so.

Q. In your evidence this was said:—

*“ By Mr. Hughes :*

“ Q. Store or storerooms?—A. Stores and storerooms as well.

*“ By Mr. Fraser (Guysborough):*

“ Q. Over and above the other?—A. No, sir, this is paid \$720 per annum and the Hussars have their arms, etc., in there but there is no paid caretaker. Still they draw the allowance.”

A. Yes sir, that is correct.

Q. There is no paid caretaker for what?—A. There is no paid caretaker by the department. If there had been they would not have been entitled to their allowance, but they draw their allowance and make their own arrangements regimentally. They have caretakers whom they pay out of this allowance.

Q. I asked you:—

“ Q. There is a caretaker at the armoury?—A. Yes.

*“ By Mr. Fraser :*

“ Q. And is he paid by the year?—A. I mean there is a caretaker of the whole armoury.

*“ By Mr. Foster :*

“ Q. And so the captains of the troops draw their money?—A. Yes.

*“ By Mr. Fraser :*

“ Q. They got their \$60, the captains of the companies?—A. Yes.

*“ By Mr. Foster :*

“ Q. Of which companies?—A. Of the different troops.”

A. Well, now, that caretaker who is mentioned there is the caretaker of the building ; he has nothing to do with the arms.

Q. And then these troops may have a caretaker of their own ?—A. Yes, they may have two or three if they like.

Q. They get their \$60 and arrange for their own caretaker ?—A. Yes.

GEORGE J. MAUNSELL, Lt.-Col., was recalled and further testified as follows :—

*By Mr. Foster :*

Q. Col. Maunsell, in your evidence the other day you were asked “How did it come before you after the payment was made ?” and you answered “I was called upon for a certificate ; I could read the certificate. It is dated the 3rd September, 1897, and is as follows :—I hereby certify that the building in question rented by Lt.-Col. Domville, commanding 8th Hussars, has been used for the purposes of a public armoury. George J. Maunsell, Lt.-Col. D.O.C.” There you make the statement in your certificate that the building is rented by Col. Domville ?—A. Yes.

Q. Would you explain what you mean by that ?—A. I mean it is a regimental affair rented by him ; he is responsible to the Government for the care of the arms and he rents the building.

Q. But you do not mean to say that personally the lease was entered into by Lt.-Col. Domville ?—A. Yes, he is responsible for it.

Q. But Mr. Barnes could not sue him for the rent, for there is the indenture ?—A. Though it may be in the name of the department the channel is through the commanding officer.

Q. But that is not a lease with the department, that is between Major Wedderburn and Mr. Barnes, by which the latter agrees to lease the building for use as an armoury at \$60 a year, payable quarterly ?—A. Well, of course he is acting for the commanding officer, so practically I am right.

Q. But you do not mean that Col. Domville entered into any obligation ?—A. No.

Q. You would not consider that Major Wedderburn had any claim against the department ?—A. I am practically correct in my statement that the commanding officer is the officer to whom I look as the proper officer to rent the building.

Q. The regimental orders issue for a certain person to take care of the arms, to take care of the arms, store them, and provide a suitable place. Now Major Wedderburn as such storekeeper enters into a lease with J. Milton Barnes for the renting of a hall at Hampton for that purpose, for which he agrees to pay \$60 a year payable quarterly. You would not say that Col. Domville was liable for the rent ?—A. I am not aware of the transactions between the commanding officer and his adjutant, I am only aware of the actions of the commanding officer personally ; I go to him and not his officers and I am not in the least aware of his transactions with his sub-officers.

Q. You do not consider Lt.-Col. Domville rented the hall ?—A. I consider my certificate was practically correct, that the building was leased by the commanding officer of the 8th Hussars and I hold him responsible.

Q. This bill of J. Milton Barnes, dated the 31st May, 1897, did not come before you ?—A. No. As I stated in my last evidence, and I might again repeat, that application had been made for the authority through the proper channel and that I am not aware of any authority being granted, but application had been made more than once.

*By Sir Louis Davies :*

Q. In what years have these applications been made ?—A. They were made in previous years.

Q. And came through you ?—A. Yes.

## Public Accounts Committee.

Q. The reason I ask is that Col. Domville in his letter states that he has made application on several occasions?—A. Yes, that is right.

*By Mr. Foster :*

Q. Is there any proof that more than one application reached headquarters?—A. I think Major Wedderburn said there were two.

Q. He said one had reached headquarters but that two were mailed?—A. He did not show a copy of the dates.

Q. If this bill had come before you would you have passed it for payment?—A. I cannot give any statement of that sort.

Q. Would it in regular course have come before you?—A. Oh, yes.

Q. Do you agree with the general officer commanding that the Regulations and Orders do not authorize the payment of rent in these cases? I find here a communication from General Gascoigne dated December 3rd, 1897, as follows:—"Major Wedderburn is the officer placed in charge of the armoury in question by Lt.-Col. Domville as the responsible officer to the officer commanding 8th N. B. Hussars. This fact appears to me to be sufficient to connect Mr. Barnes' receipt with the cheque to which this correspondence refers. I enclose the required certificate as to the building in question having been used as an armoury. The queries raised by the remainder of the Auditor General's letter appear to be for you to answer." This is to the Deputy Minister of Militia.—"Where an officer draws the annual allowance for care of arms the arrangements for a building are left entirely to his responsibility, provided always that the accommodation is found suitable by the proper officer. In this case I should not have recommended the issue of the cheque in question, as it would have appeared to me to be precluded under the Regulations and Orders." Do you agree with that?—A. That is the general's own opinion and he is always prepared to speak for himself.

Q. As a matter of fact it is not authorized specially?—A. I am not aware of any authority.

SIR LOUIS DAVIES.—Here is Lt.-Col. Domville's letter asking for payment of the account, written from the House of Commons on June 1st, 1897. He says: "I have the honour to ask payment of the claim of J. Milton Barnes, of Hampton, N.B., for rent of armoury for the 8th Hussars, from March, 1892, to March, 1897, \$300. The late storekeeper, Major Otty, was found dead in his barn and the stores were all removed to a hired temporary building for safe keeping and the department ordered me to have the building fitted up, which was done and the bill sent to them as requested and they paid it. By direction of General Herbert, then commanding, I had plans prepared for a suitable building to be erected by the department and he informed me he would have an armoury erected but which has not yet been done. I have applied for the rental on several occasions but have not up to date received payment. I shall be obliged if you will kindly have this account settled."

*By Sir Richard Cartwright :*

Q. Just read that letter and say if you remember ever having had any conversation with Major-General Herbert on the subject, or any further correspondence?—A. I am quite aware there was some correspondence, partly verbal, partly in writing, but he and Col. Domville spoke about the proper fitting up of cavalry armouries in general and his in particular, and I think this armoury was fitted up in accordance with the general's ideas as to the arrangement of saddles, clothing, arms and accoutrements.

*By Sir Charles Hibbert Tupper :*

Q. But there was no special authority?—A. I am not aware of any actual *bona fide* authority, that is in writing, from the department.

MAJOR GENERAL GASCOIGNE, General Officer commanding the militia in Canada, was called, sworn and examined as follows :—

*By Mr. Foster :*

Q. You are the general officer commanding?—A. Yes.

Q. Do you know if there is an armoury at Hampton for the 8th Hussars?—A. Well, since I came in I have been refreshing my memory looking through the papers. I do not know what I came for; I do not even know for what I was sent for.

Q. What we want to know from you, general, is this, were you aware that there was an armoury at Hampton used by the 8th Hussars?—A. Yes, I think I was aware of that.

Q. Is that a regimental armoury?—A. I think so.

Q. Has it a caretaker?—A. That I cannot tell you at this moment.

Q. And not knowing whether there was a caretaker or not you would not know whether the caretaker had paid the rent?—A. All matters of account I have absolutely nothing to do with.

*By Sir Louis Davies :*

Q. That is the civil branch?—A. The civil branch entirely.

*By Mr. Foster :*

Q. Now, with reference to the armoury itself, what is the general rule as to the providing of places for the storage of arms?—A. The general rule—well, I am afraid in some places there are not proper armouries for regiments. We endeavour as far as possible to give them that, but the officer commanding, whether of a regiment or a company, is the man we hold responsible that the arms should be properly cared for and the uniforms. If it is a single troop, of course, it will be the officer in command of that troop, but if a battalion then the officer commanding the battalion.

*By Sir Louis Davies :*

Q. In this case Lt.-Col. Domville?—A. Col. Domville, yes.

*By Mr. Foster :*

Q. He being colonel of the 8th Hussars?—A. Yes.

Q. As a matter of fact this regiment had an armoury?—A. Yes.

Q. And had a caretaker, as we find by the evidence?—A. A paid one by the Government?

Q. It is a regimental affair.—A. Then, of course, we could not know that, beyond holding the colonel responsible that the arms are properly cared for.

Q. Then I want to know the general rule in armouries of that kind; are the caretakers to provide a place for the storage of the arms at their own expense?—A. I should say that a caretaker, as a rule, is what I understand as a servant employed—an old non-commissioned officer—to look after the arms generally. That I understand by the word as a rule.

Q. In this case Major Wedderburn was appointed to take care of the arms?—A. By whom?

Q. By Col. Domville, the commanding officer, his order is in the evidence here :

“ROTHSAY, 29th August, 1891.

“1. Captain Wedderburn, adjutant, is hereby appointed regimental storekeeper, *vice* Major R. W. Otty, storekeeper, deceased, such appointment is to be temporary, pending the appointment of a permanent officer. He will at once take over in charge the arms, accoutrements and equipment of A, B, C, D, E, F, G troops (seven) and provide a safe and proper place for keeping them. Attention is called to paragraphs 298, 299, 300, 305 and 306, R. and O., 1887.

## Public Accounts Committee.

"2. A board of officers to be composed of Captain Wedderburn, adjutant and acting storekeeper, Lt. J. W. Domville, G troop, is hereby appointed. They will take an inventory of the arms, accoutrements, equipment and stores of the regiment and report in writing on the condition of the same, they will examine the store ledger and note any deficiencies, naming the troop.

"3. The acting regimental storekeeper, Captain F. Wedderburn, will issue militia stores to A, E, F and G troops for the camp to be held at Sussex, 22nd September, 1891, in the terms of regimental order dated 28th August, 1891. By order. F. V. Wedderburn, captain and adjutant."

A. Yes, that is an order of the commanding officer to his adjutant, of which we know nothing.

Q. Under that order it becomes a regimental matter?—A. Entirely.

Q. And \$60 per troop goes to the storekeeper?—A. I suppose by a private arrangement like that it would.

Q. Then under the general Regulations and Orders would a storekeeper be obliged to find his place of storage?—A. Yes. Of course we only hold the officer commanding responsible. The district officer commanding would satisfy himself that the place was a proper one, and if it was not he would report to me, and then it would be for the general officer commanding to take steps, but so long as it is not brought officially to our notice as being a bad building we have no cognizance of the existence of such arrangement.

Q. Did you have anything to do with this matter, was it referred to you?—A. I do not know what the matter is. I have seen nothing. I know of nothing beyond what I wrote myself. I should like to look at it again. (Document marked 3-12-97 in Exhibit No. 6, handed to witness.)

Q. What is the date?—A. It is the month of December, 4-12-97.

*By Sir Richard Cartwright:*

Q. It was in reply to some question raised by the Auditor General, I should judge?—A. It was evidently sent to us. Here is the Auditor General's letter to the Deputy Minister. Frequently the military branch get these questions sent to us by the civil branch to give perhaps our opinion. When we consider that we have nothing to do with it I think we answer them as I have answered this, as follows:—

"Major Wedderburn is the officer placed in charge of the armoury in question by Lieut.-Col. Domville as the responsible officer to the officer commanding 8th N.B. Hussars. This fact appears to me to be sufficient to connect Mr. Barnes' receipt with the cheque to which this correspondence refers. I enclose the required certificate as to the building in question having been used as an armoury. The queries raised by the remainder of the Auditor General's letter appear to be for you to answer. Where an officer draws the annual allowance for care of arms the arrangements for a building are left entirely to his responsibility, provided always that the accommodation is found suitable by the proper officer. In this case, I should not have recommended the issue of the cheque in question, as it would have appeared to me to be precluded under the Regulations and Orders.

W. J. GASCOIGNE,  
M. General.

Q. That is signed by yourself?—A. Yes, and speaking from memory I have forgotten what made me say I would not have recommended it.

Q. But you adhere to that opinion?—A. Most unquestionably. That is only an expression of opinion, and I gave it.

*By Mr. Foster:*

Q. I find a letter here (Exhibit No. 6) from Colonel Domville to the Adjutant General, dated September 22, 1896, in which I find the following:—"I have the honour to ask that my command for all purposes of administration of allowances be placed on the same basis as a city corps. I beg to state that I have for several years



carried out the regimental system, and that all my arms, accoutrements, clothing, saddlery and stores are handled regimentally in a regimental stores, paid for at private expense so far, and the instruction is carried out on the same principle." That would go to prove that up to that time the storekeeper had taken charge of the stores at his own private expense?—A. What is the date of that please? (Exhibit No. 6 handed to witness.) I see that letter is marked "Sent to the D. O. C. for report," and he says:—"The application of O. C., 8th Hussars, that his command, for all purposes of administration of allowances, be placed on the same basis as a city corps, submitted and recommended for the following reasons, viz., as stated by the C. O. (1) Payment of allowance for care of arms of troops, has already been authorized to the regimental caretaker of Government property. (2) Promotion by seniority as in a city corps has also been authorized. It only remains that the allowance for drill instruction of each troop be paid to the O. C. of the regiment." That is according to the report of Lieut.-Col. Maunsell. I see that I approved this and say that as it is a question of money I submit it, and suggest that it be put in general orders to take effect from the 1st of January when the proposed new order of things would commence. The Minister approves the general order covering this case to be prepared and explained to the Minister when submitted to him for approval.

Q. What was the purport of that general order?—A. Making it a town corps, a complete corps, instead of a number of troops.

Q. It states there as regards the regimental storekeeper that had been already authorized?—A. It states it. I am not aware of it.

*By Sir Louis Davies :*

Q. You have read a memo. of your opinion. The way you would attach that would depend upon the facts you had before you?—A. Yes.

Q. You were not the general in charge to whom Col. Domville refers in his letter which you have heard read?—A. No.

Q. And you have no knowledge of what took place between Col. Domville and Gen. Herbert on this particular point?—A. Not in the least.

Q. You give your opinion from the regulation itself?—A. Quite so.

Q. And your opinion was in answer to Col. Domville's letter asking that his regiment be placed on the same footing as a city corps?—A. I thought he had made out a case.

Q. Exactly, and in the case of a city corps if you were asked to make that allowance for an armoury that might apply in the discretion of the Minister to Col. Domville's corps as a city corps?—A. Most unquestionably.

Q. As in the case of London, which was cited?—A. Yes.

*By Mr. Foster :*

Q. What about the application in this case and Col. Maunsell's report on it, which says that the application is submitted and recommended for the following reasons: "first, payment of allowance for care of arms of troops has already been authorized to the regimental caretaker of Government property"; was not the matter, so far as the care of arms is concerned, was that not already settled, according to that?—A. It looks like it.

Q. So the issue of a general order would not affect that?—A. No, it looks like that.

*By Sir Louis Davies :*

Q. In making this allowance of \$60 for each of the troops in cases of cavalry regiments such as these, do you think it reasonable to make an allowance, as appears to be made in London and in Col. Domville's case, for taking care of the arms?—A. I think it may be perfectly reasonable. Circumstances alter cases. If a man makes out a good case the usual procedure is that his application comes through the D.O.C. to myself and then Col. Lake, who is really the very able head who manages these things, looks into the thing on its merits and if the circumstances require it grants an extra allowance.

## Public Accounts Committee.

*By Sir Charles Hibbert Tupper :*

Q. In the ordinary course, if any arrangement was made between Colonel Domville and your predecessor would there be a record of it in your department?—A. Most unquestionably, I think.

Q. And you found none?—A. I found none. There were one or two cases we have found where documents are missing, there was something destroyed in the fire, but there are few cases I have known where the whole thing did not run consecutively.

*By Sir Louis Davies :*

Q. In this case Colonel Domville reports that he would have an armoury erected? —A. What I say will not be misunderstood. General Herbert was a very able man and had a free hand given to him by the Minister, and went on the principle that he could do a great deal, perhaps, off his own bat. I took the other view and in every case I have gone hand in hand with the Minister. Therefore General Herbert might have gone to Colonel Domville and said: I think this is a good thing, make out the plans, and I will carry it through. There might have been an interval until it was carried through. Since I came nothing like that would go through without going to the Minister regularly. It is possible that there was a promise of that kind to Colonel Domville by General Herbert.

### EXHIBITS REFERRED TO IN THE EIGHTH REPORT OF THE PUBLIC ACCOUNTS COMMITTEE.

*(Exhibit No. 1.)*

Papers and vouchers *re* payment of \$300 to Lt.-Col. Domville for J. Milton Barnes. Auditor General's Report, page L—77.

Public Accounts Com. Coll. of April 19th, 1898. Item 13.

Credit Account.

No. 244a.

DEPARTMENT OF MILITIA AND DEFENCE,

OTTAWA, 2nd June, 1897.

OFFICIAL CHEQUE, CANADA.

\$300.00.

Pay to Lt.-Col. Domville, for J. Milton Barnes, Hampton, N.B., or order, the sum of three hundred dollars, being for rent of armoury for 8th Hussars from March, 1892, to March, 1897, and charge the same to this Department.

C. HERBERT O'MEARA,  
Accountant.

C. EUG. PANET, Col.,  
*Deputy Minister Militia and Defence.*

To the Bank of Montreal, Ottawa.  
M. & D. Credit Cheque No. 244a.

GENERAL ABSTRACT of claims received at the Department of Militia and Defence, and paid on the 2nd June, 1897.

Name.	Militia Vote and Head of Service.	Amount.
J. Milton Barnes, Hampton, King's Co., N.B. ....	Military properties .....	\$300.00

Militia and Defence,  
Paid, June 2, 1897,  
Canada.

Approved for payment.

Copy.

C. EUG. PANET, Col.,  
D. M. M. D.

C. HERBERT O'MEARA,  
Accountant.  
OTTAWA, 2-6-97.

C244a.

HAMPTON, KING'S Co., 31st May, 1897.

The Department of Militia and Defence,  
Canada.

To J. Milton Barnes, Dr.

March, 1893.—To one year's rent of hall for armoury .....	\$60 00
“ 1894 “ “ “ .....	60 00
“ 1895 “ “ “ .....	60 00
“ 1896 “ “ “ .....	60 00
“ 1897 “ “ “ .....	60 00
	\$300 00

Correct,

R. J. C.,  
Rent of Armoury.  
“Military Properties.”

Militia & Defence, Paid June 2, 1897. Canada.
---

\$300.

Certificate No. 244a.

Received from the Department of Militia and Defence the sum of three hundred dollars, being the amount due for rent of armoury for 8th Hussars, from March, '92, to March, '97, (5 years), as per accounts hereunto annexed.

Dated at Ottawa this 2nd day of June, 1897.

JAMES DOMVILLE, Lt.-Col.,  
Commanding 8th Hussars.

AUDITOR GENERAL'S OFFICE, CANADA,

OTTAWA, 24th August, 1897.

The Deputy Minister Militia and Defence.

SIR,—I have to call your attention to cheque No. 244a, charged to Military Properties, Works and Buildings, 1896-97.

## Public Accounts Committee.

The account on which payment was made is as follows :—

31st May, 1897.

Department of Militia and Defence, Dr. to J. Milton Barnes, Hampton, N. B.

March, 1893.	—To one year's rent of hall for armoury . . . . .				\$60 00
“	1894	“	“	“	60 00
“	1895	“	“	“	60 00
“	1896	“	“	“	60 00
“	1897	“	“	“	60 00
					\$300 00

Please send me a statement of the reasons for not paying the rent as it accrued, as well as a certificate by the proper official that the building was used for the purpose of an armoury.

The cheque by which payment was made was drawn on 2nd June in favour of Lieut.-Col. Domville for J. Milton Barnes, and cashed by the former at Ottawa on 3rd June, on his sole endorsement, and it does not bear any evidence that Mr. Barnes received the money claimed to be due him. Why was not payment made by your department to the actual creditor?

In this connection, I might point out that the 8th Hussars have received the annual care of arms allowances for the period of time that the claim of Mr. Barnes for rent covers.

I am, sir, your obedient servant,

J. L. McDOUGALL, A. G.

HOUSE OF COMMONS,

OTTAWA, 1st June, 1897.

To the Hon. the Acting Minister of Militia,  
Ottawa.

SIR,—I have the honour to ask payment of the claim of J. Milton Barnes, of Hampton, N.B., for rent of armoury for the 8th Hussars from March, 1892, to March, 1897, \$300.

The late storekeeper, Major Otty, was found dead in his barn and the stores were all removed to a hired temporary building for safe keeping, and the department ordered me to have the building fitted up, which was done, and the bill sent to them, as requested, and they paid it.

By direction of General Herbert, then commanding, I had plans prepared for a suitable building to be erected by the department, and he informed me he would have an armoury erected, but which has not yet been done.

I have applied for the rental on several occasions, but have not up to date received payment. I shall be obliged if you will kindly have this account settled.

Yours faithfully,

JAMES DOMVILLE, Lt.-Col.,  
*Commanding 8th Hussars.*

DEPARTMENT OF MILITIA AND DEFENCE,

OTTAWA, 13th November, 1897.

The Auditor General.

SIR,—In reply to your letter of the 24th August last, I have the honour to enclose herewith J. M. Barnes' receipt for \$300 for rent of armoury from 1st June, 1892, to 31st May, 1897.

I am, sir, your obedient servant,

C. EUG. PANET,  
*D. M. of M. & D*

ST. JOHN, N.B., 3rd November, 1897.

Received from F. V. Wedderburn the sum of \$300, payment in full for rent of hall at Hampton, N.B., for use as an armoury, from 1st June, 1892, to 31st May, 1897.

J. M. BARNES.

AUDITOR GENERAL'S OFFICE, CANADA,

OTTAWA, 17th November, 1897.

The Deputy Minister Militia and Defence.

SIR,—I am in receipt of your letter of the 13th instant, forwarding voucher dated November 3rd, 1897, from J. M. Barnes, acknowledging the receipt of \$300 from F. V. Wedderburn for rent of hall for armoury, from June 1st, 1892, to May 31st, 1897. You have overlooked the request in my letter for a statement why payment was not made by your department directly to the creditor, as well as an explanation why the rent was not paid as it accrued. The usual certificate by the district officer, that the building was used for the purpose of a public armoury, should be furnished.

As pointed out to you before, the 8th Hussars have received their allowance for care of arms for the period covered by this claim. Is it not contrary to the Regulations and Orders to pay this allowance where there is a public armoury? The voucher forwarded appears to be a receipt by Mr. Barnes of an outlay by Major Wedderburn for rent out of the annual grant of \$60 per troop received by him for the 8th Cavalry as a care of arms allowance. There is nothing to connect this with the \$300 cheque to which this correspondence refers. Please reply without delay as my report with this discussion must be in the printer's hands shortly.

I am, sir, your obedient servant,

J. L. McDOUGALL, *A. G.*

DEPARTMENT OF MILITIA AND DEFENCE,

OTTAWA, 24th January, 1898.

The Auditor General.

SIR,—In reply to your letter of the 17th November last, in which you ask for further information respecting the armoury of the 8th Hussars, I beg to state that the cheque was made payable to Lieut.-Col. Domville for J. M. Barnes. This was done at the request of Lieut.-Col. Domville, and the receipt of Mr. Barnes was sent to the department. This was an exceptional case, as it is always the rule to make cheques payable to the persons entitled to receive the money.

The rent was not paid as it accrued because no accounts reached the department as rent accrued.

The certificate that you ask for from the district officer that the building was used for the purpose of an armoury is herewith attached.

It is not contrary to regulation to pay allowances for care of arms where there is a public armoury, provided there is no paid caretaker attached to said armoury.

I have the honour to be, sir, your obedient servant,

C. EUG. PANET, Col.,

*D. M. of M. and D.*

No. 683677.

From D. O. C., M. D. No. 8.

To the Q. M. G., Headquarters.

OTTAWA, December 3, 1897.

I hereby certify that the building in question, rented by Lieut.-Colonel Domville, commanding 8th Hussars, has been used for the purposes of a public armoury.

GEO. D. MAUNSELL, Lt.-Col., *D. O. C.*

Public Accounts Committee.

(Exhibit No. 2.)

(Lease of "Barnes' Hall" to Major Wedderburn is printed on page 14 of the Minutes of Evidence)

(Exhibit No. 3.)

St. JOHN, N.B., 1st November, 1897.

J. MILTON BARNES, Esq.,  
Hampton, N.B.

DEAR SIR,—I am asked by the Militia Department to send your receipt for \$300, which has been paid to you for rent of armoury for five years—from March, 1892, to March, 1897.

Please be good enough to send this to me by return mail and much oblige.

Yours very truly,

ALF. MARKHAM,  
*Lt.-Col., 8th Hussars.*

(Exhibit No. 4.)

J. MILTON BARNES, Esq.,  
C. P. R. Telegraph,  
St. John, N.B.

Stamp.

C. P.
3c.

HAMPTON.

DEAR MILTON,—Will you please make out another bill of rent of armoury from the first up to date. Kindly make it—

Lieut.-Col. Domville,  
To J. M. Barnes, Dr.

To rent of hall at Hampton for use of 8th Hussars from 18 to 1896, years  
two copies and send them to Col. Domville, St. John, as soon as possible.

The C. O. leaves for Ottawa Thursday on the C.P.R. and would like to take the bills with him.

Yours sincerely,

F. V. WEDDERBURN.

(Exhibit No. 5.)

*In Duplicate.*

HAMPTON, KING'S CO., 1st March, 1897.

31st May.

The Department of Militia and Defence, Canada,  
To J. Milton Barnes, Dr.

March, 1893.—To one year's rent of hall for armoury . . . . .	\$60 00
" 1894 " " " . . . . .	60 00
" 1895 " " " . . . . .	60 00
" 1896 " " " . . . . .	60 00
" 1897 " " " . . . . .	60 00

(Exhibit No. 6.)

16094.

Schedule of papers sent to Secretary of Public Accounts Committee :—

- 24- 8-97—Memo. from Accountant of M. & D  
 24- 8-97—Letter from Auditor General to Dep. M. & D.  
 27- 8-97—Q. M. G. to D. O. C. No. 8.  
     6-11-97—Lt.-Col. Markham to D. O. C. No. 8.  
 13-11-97—Letter from Depy. M. M. & D. to Auditor General.  
 17-11-97—Auditor General to Depy. M. M. & D.  
     3-12-97—G. O. C. to Depy. M. M. & D.  
     3-12-97—D. O. C. No. 8 to Q. M. G.  
 24- 1-98—Depy. Min. M. & D. to Auditor General.  
 30- 3-98—Pte. Secretary to M. M. & D. to Colonel Aylmer.  
 25- 9-96—D. O. C. No. 8 to A. G.  
 22- 9-96—Lt.-Col. Domville to Adjutant General.

The payment of \$300 to Lt.-Col. Domville made by cheque No. 244a, of 2nd June, 1897, rent of armoury at Hampton, N.B., due J. Milton Barnes, was made to order of Lt.-Col. Domville by instructions received from Colonel Panet, Dep. M. of M. & D.

Lt.-Col. Domville should be ordered to produce a receipt from Mr. Barnes for the \$300, showing he had been paid the amount.

M. & D., 24th Aug., '97.

AUDITOR GENERAL'S OFFICE,  
 OTTAWA, 24th Aug., 1897.

The Deputy Minister,  
 Department of Militia and Defence.

SIR,—I have to call your attention to cheque No. 244a, charged to Military Properties, Works and Buildings, 1896-97. The account on which payment was made is as follows :—

31st May, 1897.

Department of Militia and Defence

Dr.

To J. Milton Barnes, Hampton, N.B.

\$300 paid by	March, 1893—To one year's rent of hall for armoury . . .	\$	60	00
M. & D.	" 1894	"	60	00
C. 244a,	" 1895	"	60	00
2nd June, '97.	" 1896	"	60	00
Vote Military	" 1897	"	60	00
Properties	"	"	60	00
Report	"	"	60	00
attached				
C.H.M. Acct.			\$	300 00
M. & D.				
24th Aug., '97.				

Please send me a statement of the reasons for not paying the rent as it accrued, as well as a certificate by the proper official that the building was used for the purposes of an armoury.

The cheque by which payment was made was drawn on 2nd June, in favour of Lt.-Col. Domville for J. Milton Barnes and cashed by the former at Ottawa, on 3rd June, on his sole endorsement, and it does not bear any evidence that Mr. Barnes received the money claimed to be due him. Why was not payment made by your department to the actual creditor? In this connection, I might point out that the 8th Hussars have received the annual care of arms allowances for the period of time that the claim of Mr. Barnes for rent covers.

I have the honour to be, sir,

Your obedient servant,

E. D. SUTHERLAND,

For Auditor General.

## Public Accounts Committee.

OTTAWA, 27th Aug., 1897.

From the Q.M.G. to the D.O.C. No. 8.

No. 1.

Please see inclosed, and request Lt.-Col. Domville to forward the necessary receipt and information required by the Deputy Minister.

W. H. COTTON, *D.O.C.*,  
*For Q.M.G.*

To the Q.M.G.

Receipt of Mr. Barnes submitted herewith with statement of acting O. C. of 8th Hussars as to rent being paid from 18th June, 1892, to 31st May, 1897, except \$15 which Mr. Barnes is satisfied Major Wedderburn will pay him.

GEO. MAUNSELL.

9-11-97.

D.M.M.D.

Forwarded. With reference to the last part of the Auditor General's letter, the application upon which the cheque in question, for rent of the armoury for five years was granted to the O. C. 8th Hussars did not pass through my hands.

PERCY LAKE, Col., *Q.M.G.*,  
*For G.O.G.*

11-11-97.

ST. JOHN, N.B., 6th November, 1897.

From Lt.-Col. MARKHAM,  
Commanding 8th Hussars,  
To D. O. C. M. D. No. 8, Fredericton, N.B.

SIR,—Replying to your official, 3240, dated 2nd October, 1897, regarding rent of armoury, \$300, paid to J. Milton Barnes, Hampton, I have the honour to inclose herewith J. M. Barnes' receipt, \$300 for rent of armoury from 1st June, 1892, to 31st May, 1897.

Mr. Barnes informs me that this amount has been paid to him except \$15, the last quarter's rent, which he is satisfied that Major Wedderburn will pay him.

I have the honour to be, sir,  
Your obedient servant,

ALF. MARKHAM, Major and Brevet,  
*Lt.-Col. Commanding 8th Hussars.*

13th November, 1897.

The Auditor General, Ottawa.

SIR,—In reply to your letter of the 24th August last, I have the honour to inclose herewith J. M. Barnes' receipt for \$300 for rent of armoury from 1st June, 1892, to 31st May, 1897.

I have the honour to be, sir,  
Your obedient servant,

C. EUG. PANET, Colonel,  
*Deputy Minister M. and D.*



AUDITOR GENERAL'S OFFICE, CANADA,  
OTTAWA, 17th November, 1897.

The Deputy Minister, Department of Militia.

SIR,—I am in receipt of your letter of the 13th inst., forwarding voucher dated 3rd November, 1897, from J. M. Barnes, acknowledging receipt of \$300 from F. V. Wedderburn for rent of hall for armoury from 1st June, 1892, to 31st May, 1897. You have overlooked the request in my letter for a statement why payment was not made by your department directly to the creditor, as well as an explanation why the rent was not paid as it accrued. The usual certificate by the district officer that the building was used for the purposes of a public armoury should be furnished.

As pointed out to you before, the 8th Hussars have received their allowance for care of arms for the period covered by this claim. Is it not contrary to the Regulations and Orders to pay this allowance where there is a public armoury? The voucher forwarded appears to be a receipt by Mr. Barnes of an outlay by Major Wedderburn for rent out of the annual grant of \$60 per troop received by him for the 8th Cavalry as a care of arms allowance. There is nothing to connect this with the \$300 cheque to which this correspondence refers. Please reply without delay as my report with this discussion must be in the printer's hands shortly.

I have the honour to be, sir,  
Your obedient servant,

J. L. McDOUGALL,  
*Auditor General.*

OTTAWA, 12th , 1897.

From G.O.C. to O.M.M.D.

Major Wedderburn is the officer placed in charge of the armoury in question by Lt.-Col. Domville as the responsible officer to the officer commanding the 8th N.B. Hussars. This fact appears to me to be sufficient to connect Mr. Barnes' receipt with the cheque to which this correspondence refers.

Inclosed the required certificate as to the building in question having been used as an armoury.

The queries raised by the remainder of the Auditor General's letter appear to be for you to answer. Where an officer draws the annual allowance for care of arms the arrangements for a building are left entirely to his responsibility, provided always that the accommodation is found suitable by the proper officer.

In this case I should not have recommended the issue of this cheque in question, as it would have appeared to me to be precluded under the Regulations and Orders.

W. J. GASCOIGNE,  
*Major-General.*

A.G.O. 68367.

OTTAWA, 3rd December, 1897.

From D.O.C. M.D. No. 8 to Q M.G., Headquarters.

I hereby certify that the building in question, rented by Lt.-Col. Domville, commanding the 8th Hussars, has been used for the purposes of a public armoury.

GEO. S. MAUNSELL, Lt.-Col.,  
*D.O.C.*

## Public Accounts Committee.

16094.

24th January, 1898.

The Auditor General.

SIR,—In reply to your letter of the 17th November last, in which you ask for further information respecting the armoury of the 8th Hussars, I beg to state that the cheque was made payable to Lt.-Col. Domville—this was done at the request of Lt.-Col. Domville—and the receipt of Mr. Barnes was sent to the department. This was an exceptional case, as it is always the rule to make cheques payable to the person entitled to receive the money.

The rent was not paid as it accrued because no accounts reached the department as rent accrued.

The certificate that you ask for from the district officer that the building was used for the purposes of an armoury, is herewith attached.

It is not contrary to regulations to pay allowances for care of arms where there is a public armoury, provided there is no paid caretaker attached to said armoury.

I enclose to you, herewith, vouchers (four documents) respecting the payment of \$300 rent to J. Milton Barnes in connection with the same matter, and I am to request that you will be good enough to return these vouchers to me after perusal.

I have the honour to be, sir,

Your obedient servant,

C. EUG. PANET, Colonel,  
*Deputy Minister of Militia and Defence.*

MINISTER'S OFFICE, OTTAWA.

DEAR COL. AYLMEY,—Col. Domville handed this slip to the minister and stated that this G. O. was wrong. I don't understand in what particular, except, perhaps, that para. 391, R. & O., 1898, does not apparently authorize the above mentioned payment as the G. O. states.

H. W. BROWN, P.S.

30-3-98.

31st March, 1898.

MY DEAR BROWN,—Kindly read the enclosed papers; they speak for themselves.

Yours sincerely,

M. AYLMEY.

FREDERICTON, 25th September, 1896.

From D. O. C. M. D. No. 8,  
To A.G.

The application of O. C. 8th Hussars, that his command for all purposes of administration of allowances be placed on the same basis as a city corps, submitted and recommended for the following reasons, viz., as stated by the C.O. :—

1. Payment of allowances for care of arms of troops has already been authorized to the regimental caretaker of Government property.

2. Promotion by seniority, as in a city corps, has also been authorized.

It only remains that the allowances for drill instruction of each troop be paid to the O. C. of the regiment under para. 391, R. & O., 1887, relating to city corps.

W. D. MAUNSELL, D.O.C.

DEP. MINISTER,—I approve of this. Ist, as it is a question of money (though I made it in favour of the treasury), I submit it. I suggest that it be put in G. O. O., to take effect from the 1st January, when the proposed new order of things would commence.

W. J. GASCOIGNE.

The D. O. C. approved the G. O. covering this case. Could be prepared, and explained to the minister when the general orders are submitted to him for approval.

C. EUG. PANET.

6-10-96.

OTTAWA, 22nd August, 1896.

From LT.-COL. DOMVILLE,  
Comdg. 8th Hussars,  
To the Adjutant General, Ottawa.

SIR,—I have the honour to ask that my command for all purposes of administration of allowances, be placed on the same basis as the city corps.

I beg to state that I have for several years carried out the regimental system and that all my arms, accoutrements, clothing, saddlery and stores are handled regimentally in a regimental store, paid for at private expense so far, and the instruction is carried out on the same principle.

I have the honour, further, to state that as camp is so close at hand, there is no time to forward this application through the local channel in M. D. No. 8. In any further state the step is necessary, in consequence of the troop's visit being superseded by the squadron.

I have the honour to be, sir, your obedient servant,

JAMES DOMVILLE,  
*Lt.-Col., Comdg. 8th Hussars.*

To D. O. C. No. 8, for report.

M. AYLMER, Col., *A.G.*

23-9-96.

## APPENDIX No. 2c.

COMMITTEE ROOM,  
OTTAWA, Friday, 3rd June, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Ninth Report :—

The Committee have had under consideration an item of \$10,964.41 to Archibald & Howell, J. D. Cameron and W. E. Perdue for legal services and expenses in connection with prosecutions for election frauds in Manitoba (including \$4,000 transferred from Unforeseen Expenses), as set forth under the heading "Miscellaneous Justice—North-West Territories," on page I-7 of the Report of the Auditor General for the year ended 30th June, 1897; and in connection therewith have examined witnesses under oath, and for the information of the House report herewith the evidence given by such witnesses and the exhibits filed during the said examination, so that the inquiry may be dealt with and continued at the first available opportunity at the next Session of Parliament and your Committee recommend that the said evidence and exhibits be printed.

All which is respectfully submitted.

J. McMULLEN,  
*Chairman.*



## Public Accounts Committee.

### MINUTES OF EVIDENCE

REFERRED TO IN THE NINTH REPORT OF THE PUBLIC ACCOUNTS  
COMMITTEE.

COMMITTEE ROOM,

TUESDAY, 10th May, 1898.

Committee met.—Mr. McMullen in the chair.

Mr. E. L. NEWCOMBE being called, testified as follows :—

*By Sir Charles Hibbert Tupper :*

Q. You are Deputy Minister of Justice?—A. I am.

Q. What is the practice in connection with that item in the supply bill of “miscellaneous justice” as regards expenditure? Which department supervises and is responsible for the expenditure of that item as a rule?—A. You mean the ordinary item?

Q. Yes?—A. That is expended by the Justice Department.

Q. Who is the special officer in your department that taxes the bills incurred under that item?—A. Usually Mr. Chisholm, because it is devoted principally to the North-west Territories and he had charge of the correspondence in that territory.

Q. Is your recollection clear as to the larger part of it being devoted to the territories?—A. Yes, there is no doubt about that.

Q. The amount of it is down at \$30,000?—A. I cannot say.

Q. You cannot remember?—A. No, it is always the same, it is a standing vote.

Q. Do you recollect anything about these prosecutions in Manitoba in connection with the so-called ballot stuffing frauds at the last general election?—A. Well, I recollect about receiving the accounts.

Q. You recollect receiving the accounts at the Department of Justice?—A. They were handed to me.

Q. Have you any recollection in regard to the instructions under which these accounts were incurred?—A. No, I know nothing about that.

Q. You know that they were paid out of the miscellaneous justice vote?—A. I believe they were partly paid out of that vote. There was a special vote taken in the supplementary estimates of \$7,000 which I understand was applied to that purpose.

Q. What was the heading of the vote, what was the item called?—A. I think it was “additional amount required for miscellaneous justice.”

Q. So it was put under the original and supplementary miscellaneous justice item?—A. I suppose so, but that item of \$7,000 was regarded as a special item and it was not disbursed in the ordinary way through the accountant of our department.

Q. Well, when do you recollect anything about this first coming up in the Department of Justice?—A. When the accounts were handed to me.

Q. You have no recollection of instructions preceding that?—A. No.

Q. Did you personally deal with the subject as Deputy Minister of Justice before the accounts were handed in?—A. No, sir, not at all.

Q. Do you happen to know what department took charge of this matter prior to the accounts being sent to your department?—A. I have no knowledge.

Q. You have no knowledge. Do you recollect this particular account? Did it come before you as Deputy Minister?—A. There were a number of accounts, a large roll of accounts handed to me to tax.

Q. To tax; well, did you examine it?—A. I did.

Q. In the light of what information did you examine it?—A. In the light of the papers that were handed to me. There were the accounts and the report from Mr. Howell.

Q. Was that report addressed to your department do you recollect?—A. I do not think it was.

Q. From what place or department did you get the papers handed in to you in connection with the taxation of the accounts?—A. I am not exactly sure. I got them, I think, from one of three sources, and I do not remember which.

Q. I will hand you the document you referred to. See if you identify it. Is this the report (exhibit "A") to which you refer that accompanied the accounts; a letter from Mr. H. M. Howell, Q.C., Winnipeg, Manitoba, dated 27th March, 1897?—A. Well, this looks like it, I should think this was it.

Q. That is one of the papers, at any rate, that came to you?—A. Well, I would not be positive whether it was the paper or a copy of it.

Q. Then look at this paper (exhibit "B") "Report of Cases tried at the Assizes," signed by——at any rate did that come to you with the accounts?—A. Well, I do not believe it did.

Q. You have no recollection of it?—A. I have no recollection of such a long document as this.

Q. Will you look at the back of it, there may be something on the back to remind you?—A. It is not signed by anybody, it is not referred to in that letter as far as I can see, and I do not think this paper was submitted to me.

Q. Is this the account you received (exhibit "C")?—A. Well, this account does not seem to be complete, there is no beginning to it here.

Q. I think it begins early enough, June, 1896?—A. No, but it does not say who it is rendered by. I should think that this is probably Mr. Howell's account, but the first part of it is wanting.

Q. There were more items than that, were there?—A. Yes. I know this is one of the accounts submitted, because I see Mr. Hodgins' writing.

Q. And whose are the figures?—A. Mr. Hodgins'.

Q. Mr. Hodgins is probably the officer who taxed the account?—A. He did, because these papers relate to Manitoba and he has charge of the correspondence relating to Manitoba.

Q. And you think these figures in the margin are his?—A. Yes. Mr. Howell's account was handed in without the account being carried out, and there is a charge of \$5,000 for the whole service, but I think there is a page of this account missing.

Q. What date does it begin?—A. 26th June, 1896.

Q. You think there were earlier items than June, 1896?—A. Well I mean to say from the look of that account a page is gone, because there is no beginning or date to it.

Q. I will read a letter to you dated 7th December, 1897 (exhibit "D"). This is from the Department of Justice, signed by you, to the Auditor General: *Re* Manitoba Election cases: I have examined the accounts and memo. of expenses (herewith returned) in connection with the above matter, submitted for examination and approval. The following are the solicitors' fees, with the amounts which I consider reasonable for the services herein stated:

Firms.	Rendered at	Allowed at
	\$ cts.	\$ cts.
Archibald & Howell.....	5,000 00	2,000 00
F. C. Wade.....	1,270 60	690 60
O. H. Clark.....	1,660 85	1,178 35
T. L. Metcalfe.....	823 75	823 75
Richards & Bradshaw.....	1,029 22	754 22
W. E. Perdue.....	541 15	313 15
	10,325 57	5,760 07

## Public Accounts Committee.

In reference to that statement that I have just read of these items, these are all counsel fees, are they not; Archibald and Howell, Wade, Clark, Metcalfe, Richards and Bradshaw, and Perdue?—A. Yes, I understand so.

Q. Are they resident in Winnipeg, do you know?—A. Well, I know Archibald and Howell and Wade are.

Q. Clark is in Winnipeg?—A. I could not say.

Q. T. L. Metcalfe, do you know where he lives?—A. No. They are all Manitoba lawyers, but I do not know where they live. Archibald and Howell and Wade I know live in Winnipeg.

Q. The letter continues: "With reference to the memo. of disbursements submitted I have examined them as far as possible with the accounts and vouchers which have been produced. Most of them are certified as correct by Mr. H. M. Howell, whose certificate I have no doubt is entitled to every credence. In some few cases the disbursements have been reduced in amount, and I submit the list of accounts of disbursements with the amount which I find to have been paid for the purposes mentioned.

Amounts paid to	Rendered at	Allowed at
	\$ cts.	\$ cts.
Constables, bailiffs and livery accounts.....	1,230 35	1,230 35
Witnesses, including railway fares.....	4,405 60	4,405 60
Rent of halls for courts.....	94 60	50 60
Magistrates and clerks.....	902 00	781 25
Solicitor's agency fees and printing.....	43 83	40 83
Counsel fees on account to Wade and Clark.....	440 00	440 00
Mr. Howell's expenses.....	164 36	164 36
Discounts on drafts.....	28 15	28 15
Balance from 1896.....	5 19	5 19
	7,315 08	7,146 33

"I am of opinion, therefore, that for these services and disbursements reasonable payment would be as follows:—

Solicitors' accounts.....	\$ 5,760 07
Disbursements.....	7,146 33
	\$ 12,906 40

Of which as shown by the accounts there has been paid.....

	1,000 00
--	----------

Leaving still..... \$ 11,906 40

"E. L. NEWCOMBE, *D.M.J.*

"N.B.—In certifying these costs as above I have allowed the same fees as would have been allowed had the work been done by agents of the Minister of Justice.

"E. L. N."

Q. Then these were not agents of the Minister of Justice in the ordinary sense, Mr. Newcombe?—A. No.

Q. Can you remember enough to explain the item:—"Discounts on drafts, \$28.50?"—A. I do not think I have any explanation of that except as an inference to be drawn from the papers. It was charged there.

Q. Is it usual for the agents of the Department of Justice to draw on the department for the payment of their costs?—A. No, not at all.

Q. The reverse is the practice. They render their bills in the ordinary course?—A. They do.



Q. At any rate that practice was not followed so far as the Department of Justice was concerned; in this case there were no drafts on the department?—A. There were no drafts on the department. I do not think we issued any cheque in the department.

Q. No, I think the papers show that it all went to Mr. Sifton personally. I suppose you remember this report to Council which comes down in the papers. I will read it:—

(Exhibit "E.")

30th June, 1897.

To His Excellency the Governor General in Council.

The undersigned has the honour to recommend that in connection with the recent prosecutions for election frauds in Manitoba an advance of \$6,964.41 be made to the Honourable the Minister of the Interior, to enable him to make advances on account to the several agents pending the taxation of their bills which amount in the aggregate to a very much larger amount; such advance to be charged to the vote for Miscellaneous Justice and to be accounted for.

Respectfully submitted,

O. MOWAT, *Minister of Justice.*

Q. Are you as Deputy Minister of Justice aware of any reason for this extraordinary course of placing an amount that is voted for miscellaneous justice to the credit of the Minister of the Interior?—A. I do not know of any reason except what appears from these papers.

Q. You know of no reason except what may appear from these papers? Is it a usual thing to do to take an amount of any vote in your department and place it to the credit of any particular minister in Ottawa?—A. No, it is not the practice.

Q. Can you mention a case at the present moment where it has been done outside of the present case?—A. No, I do not think there is any case.

Q. According to that account which I handed to you a moment ago, dated 30th June 1897, (Exhibit "C"), can you state how much of that account would have been incurred at that time? It began in June, 1896, according to the dates?—A. The last date is the 24th March, 1897.

Q. Did the cheques of Mr. Sifton in connection with that credit on your department come to your attention at all or are these the papers that went to the Auditor General?—A. The cheques did not pass through my hands, if my recollection is correct. First of all I gave this certificate and directed it to be sent to the Auditor General. It was sent to him and I had no information as to what was done afterwards.

Q. Can you tell me whether any Order in Council was passed in connection with this matter other than the one founded on the report of the 30th of June, 1897?—A. I do not know anything about any Order in Council.

Q. You are not aware, then—I think you already told me—whether there was an Order in Council or a special authority of any kind given for the incurring of this expense at the start?—A. No, I am not aware that there was any.

Q. Can you, from any papers I have handed you, or from your recollection, explain upon what basis your department would tax these accounts if you had not placed in your hands the special authority under which they were incurred?—A. I taxed them by direction of the Minister.

Q. The personal direction of the Minister?—A. Yes.

Q. The oral or the written direction?—A. I do not know whether he gave me a memorandum or spoke to me about it; probably he spoke to me about it, asking me to consider these accounts and state how much I considered would be reasonable to allow.

Q. Were you aware that the government of Manitoba had something to do with these expenses and the control of the prosecutions?—A. No.

Q. Except so far as you gathered from the accounts?—A. I had no instructions to that effect.

Q. Was the subject sufficiently explained to you to know whether the arrangements had been made with the Manitoba government to co-operate in the prosecution for these

## Public Accounts Committee.

offences in Manitoba?—A. I do not think that was mentioned. I have no recollection of it.

Q. So that you simply taxed these accounts, as I understand you, on the supposition that these people were acting as agents of your department, and you taxed them as if they had acted under instructions from your department?—A. Well, no, not exactly. I taxed them as I stated here:—That “the following are the solicitors’ fees with the amounts which I consider reasonable for the services therein stated.” I was handed certain accounts which showed that certain work had been done and that certain charges were made. Therefore I consider that, assuming that the work had been done, it would be fair to pay the accounts which I certified for. The question of liability for payment I did not consider at all, nor did I certify to it.

Q. The bill was considerably cut down?—A. Apparently.

Q. I want to read a letter here in order to ask you if you have knowledge of the letter that is referred to. This is a letter marked “private,” and returned with the papers brought down, from Mr. Howell to Mr. Sifton. It is as follows:—

(*Private.*)

(Exhibit “F.”)

*Re Ballot Box Cases.*

“WINNIPEG, MAN., 18th May, 189—.

“The Hon. CLIFFORD SIFTON,  
“Minister of the Interior, Ottawa.

“MY DEAR MR. SIFTON,—I was surprised to get your letter of the 12th inclosing a letter from Sir Oliver Mowat complaining of Richard’s & Bradshaw’s bill and also of ours. The former is made out on exactly the same rates as all the other bills, namely Clarke, Wade and Perdue, and in conformity with a consultation of all. They charge exactly the rates which the Dominion Government allow for their cases here, exactly the rates charged by Martin & Mather. If Richards & Bradshaw’s bills are excessive then all the others are the same. With regard to our bill I was compelled to make a lump charge, as work was done of which no record really could be kept. I merely sent down a sort of history of what I did in this matter.

“I do pose here as a leading counsel (perhaps undeservedly), and I charge and obtain fees as a leader, and always get far more than \$40 per day. The Government pay me when employed \$75 per day, and I will venture to say that Sir Oliver Mowat pays more than that to leaders.

“Believe me, yours sincerely,

“H. M. HOWELL.

“P.S.—I do not quite like to write to Sir Oliver in this matter as he has not invited remarks from me.”

Q. Have you any knowledge of Sir Oliver’s protest against the amount of the charges in this bill; did that become a departmental matter? This letter refers to a letter from Sir Oliver Mowat to Mr. Sifton, apparently complaining of these bills; so far as you are aware, was that a matter discussed officially in the department, or do you know?—A. You mean to say that Mr. Howell had protested against the cutting down?

Q. No; that Sir Oliver, before the bill was cut down and before it was taxed, before 18th May, had complained of the amount of the bill?—A. Well, he gave them to me to tax and we discussed the matter afterwards on my memo., and he was satisfied with the taxations.

Q. This was anterior to the rendering of the bills? Were you aware of departmental action being taken to protest the amount of these bills?—A. No, except so far as the taxation went.

Q. Were these bills, as Mr. Howell says, in conformity with the rates allowed to your agents?—A. As allowed.

Q. As rendered?—A. No, they were not. Possibly one or two were, as they varied in amount. For instance, Mr. Metcalfe's bill was allowed to the full amount; therefore, I presume, it was in accordance with our tariff.

Q. But taking it generally, what do you say about Mr. Howell's statement that the charges were in conformity with the rates allowed your agent?—A. Taking it generally, it is not correct.

Q. You cut them down how much?—A. Nearly cut it in two.

*By Sir Louis Davies :*

Q. What do you allow leading counsel per day for the prosecution of a criminal case?—A. We have no criminal prosecutions, except in the North-west Territories.

Q. When a suit is instituted and you have it sent to you to prosecute and you employ leading counsel, what do you allow them?—A. It depends.

Q. What would you allow a leading counsel in Nova Scotia on a criminal prosecution?—A. We would allow him probably from \$30 to \$50 a day, according to the nature of the case, and the length of the case.

Q. And in Ontario or Quebec, would they be higher?—A. In Ontario, as to one or two counsel, they would be higher.

Q. How much would you allow these?—A. We always have to pay \$100 a day.

*By Sir Charles Hibbert Tupper :*

Q. Did you enter into the question at all as to whether the number of counsel was a reasonable number or, under your instructions, did you simply ignore that feature?—A. Well, I understood from the bills that these were not counsel all engaged on the same case, but working contemporaneously on different cases.

Q. Under the instructions you were given could you at that time, after the work was done, would you have felt at liberty to disallow any counsel's or solicitor's bill on the ground that an extraordinary number had been engaged, a number not warranted?—A. Well, I did not consider that aspect of it. I considered they were acting in separate cases, except as to Mr. Howell, who was probably acting with the others.

Q. The first item in this account (exhibit "C") is dated June 26th, 1896—that was shortly after the general elections, was it not, three days?—A. Yes.

Q. The item is: "Attending Mr. Sifton two hours, going fully into irregularities of deputy returning officers and others as to the balloting in the last election and received instructions from him to investigate the various acts of the various returning officers"—\$5 appears in pencil to be allowed for that?—A. I do not know. These are tentative and I do not imagine the account was settled on that basis.

Q. At any rate that is the first item, and \$5 appears opposite?—A. Yes.

Q. Mr. Sifton was at that time Attorney General of Manitoba, was he not?—A. I suppose he was.

Q. And the present Government had not come into office at Ottawa?—A. No, not as I understand it.

Q. Well, on what principle would an item like that be considered in connection with this account; outside of an agreement or Order in Council reciting some agreement between Manitoba and the Dominion to jointly bear these expenses or for the Dominion Government to bear them, on what principle would this item be considered by the Federal Government?—A. I cannot say on what principle it would be considered by the Government, but so far as I am concerned it was considered on the principle that I was asked to say how much would be a reasonable allowance for the work shown there to be done.

Q. I take it that there must have been some intimation to you, that you were not to consider the irregularity or illegality of these charges altogether, but considering that the work was sanctioned you were to say what value was to be placed on it?—A. That is the principle upon which I considered it.

Q. From this bill have you any doubt that the Manitoba government and not the Federal Government began these proceedings and retained Mr. Howell?—A. Well, it would seem from that statement that Mr. Sifton had given the first instructions.

## Public Accounts Committee.

Q. I will read a few of these items:—

June 27. Letter to Pinkerton, Chicago, for three men.

July 3. Attending Shoemaker, going over whole field with him and laying plan of action, two hours.

July 4. Attending Shoemaker with Cooper, going over irregularities in the Winnipeg ballot, three hours.

July 7th. Attending Mr. Sifton and Mr. Greenway in their rooms, discussing the matter, one hour, \$2.50.

July 8th. All day going over evidence with Shoemaker (I presume that is one of Pinkerton's men) and his assistants, and laying down plan of action and sifting the evidence already brought in, \$25.

July 9th. Attending the Attorney General (Attorney General of Manitoba I presume? The Witness—Yes.) with Shoemaker and Cooper, one and a half hours, \$3.75.

July 10th. One hour with Shoemaker, \$2.50.

July 11th. Attending the Attorney General, Watson and Burroughs, one and a half hours, \$3.75. (Watson undoubtedly a member of the local government.)

Now, in that connection from your experience in the Department of Justice, from these bills and so on, is it not clear that these proceedings were taken under direction of the Manitoba government?

Sir LOUIS DAVIES objected to this question on the ground that it was an inference which could as easily be drawn by the examiner as by the witness.

Q. Do you, as Deputy Minister of Justice, know of any other instructions for the incurring of this account and these charges referred to in that item of June 26th, 1896—A. No, I do not know of any instructions except such as appear in these papers.

Q. Are you able to say now, Mr. Newcombe, whether in your department or the records of your department, you can furnish any instructions whatever, or copies of any instructions whatever, for the incurring of these charges?—A. No.

Q. Can you not say positively that in the year 1896 your department gave no instructions as official instructions to incur these items?—A. Well, that is my belief. Of course, at that time I was in England.

Q. In June, 1896?—A. Yes, in June, 1896.

Q. Will you be good enough to ascertain whether there are any instructions, official instructions, in connection with these accounts, and bring them to the committee?—A. I will.

*By Sir Louis Davies:*

Q. You cannot say as to any instructions given by Sir Oliver Mowat?—A. Of course Sir Oliver was not there at that time. You may assume that there are no instructions in June, 1896, with regard to this.

*By Sir Charles Hibbert Tupper:*

Q. All I ask you is that you will look and ascertain certainly whether there were any instructions given in regard to this by your department?—A. I shall do so.

*By Sir Louis Davies:*

Q. Between these times you do not know what instructions Sir Oliver Mowat gave?—A. There were none that went through my hands.

Q. I know that, but about what he may have done outside?—A. What he may have done outside I do not know.

*By Sir Charles Hibbert Tupper:*

Q. In the legislature of Manitoba on the 22nd of April this year these answers were given, I am quoting from *Free Press*, Winnipeg, of Saturday, April 23, 1898. Mr. McFadden, on Thursday, asked these questions it seems and the Attorney General gave the following answers:—

"Were the criminal prosecutions in connection with the late Dominion elections instituted by the government under the advice of Mr. H. M. Howell?"

The Attorney General of Manitoba answered "no."

"Q. Was Mr. Howell retained by the government as counsel in said cases, and if so, what fees have been paid him or promised to him for his services?—A. Mr. Howell was retained by the government of Manitoba in said cases with the sanction of the Dominion Government. He has not been paid any fees in connection with said cases by the government of Manitoba, nor has he been promised any fees."

I call your attention to this in connection with the request to look up that sanction and see whether there is any sanction for the payment of such moneys.

*By Mr. Fielding :*

Q. The absence of any such paper would not prove that there had not been such authority?—A. No, only through the department.

*By Sir Charles Hibbert Trupper :*

Q. The next question asked was : "What other counsel, if any, have been retained by the government in connection with those prosecutions, and what fees have been paid or promised them, respectively?—A. Messrs. Perdue, Wade, Bradshaw, Clark and Metcalfe were retained to act with Mr. Howell. No counsel had been paid or promised any fees in connection therewith by the government of Manitoba, except as hereinafter mentioned in the case of Queen vs. Anderson tried at Winnipeg.

"Q. In what cases have Mr. Howell and the other counsel, if any, been retained?—In the various cases hereinafter mentioned.

"Q. Against whom were information laid in connection with the above offences?—A. Prosecutions were instituted against the following persons : Russell Herriman, Charles Brooks, Moses Finkelstein, James Waller, Thomas Anderson, William Clark, Henry Waller, Fred W. Brown, George Saunders, William Renwick, W. J. Hamilton, Moses McFadden, William Mawhinny, Malcolm Orr, James McDole, Robert Roberts, Abram Denison, W. J. Parker, N. Scammell.

"Q. In what cases, if any, did the magistrates dismiss the charges?—A. Queen vs. Herriman, Queen vs. Fred W. Brown, Queen vs. Robert Roberts, Queen vs. Moses McFadden, Queen vs. Abram Denison, Queen vs. W. J. Parker, Queen vs. James Waller. In the case of Queen vs. Scammell the accused confessed his guilt.

"Q. In what cases, if any, did the magistrates commit the accused for trial?—A. In all the cases set out in the answer to question five, except those mentioned in the answer to question six.

"Q. In what cases, if any, did the Crown proceed against those committed at the assizes?—A. Cases were selected as representative of what had been done throughout the electoral division of Macdonald, viz., Queen vs. Saunders, Queen vs. William Clark, Queen vs. Henry Waller, Queen vs. William Mawhinny and Queen vs. Thomas Anderson.

"Q. In what cases, if any, did the grand jury bring in true bills?—A. Queen vs. Saunders, Queen vs. Clark, Queen vs. Mawhinny, Queen vs. Thos. Anderson.

"Q. In what cases, if any, did the Crown secure a conviction?—A. The case of George W. Saunders. On one of the other cases the jury acquitted the accused and in the remaining two they disagreed. In one of these cases they disagreed twice.

"Q. In what cases, if any, did the Crown fail in securing convictions?—A. The only conviction obtained was that in the case of Queen vs. Saunders. See answer to last question.

"Q. What moneys have been paid in connection with these prosecutions for witness fees to date?—A. The government of Manitoba paid nothing for witness fees in the above mentioned cases except in the Saunders case, where \$90.40 was paid for witness fees.

"Q. What moneys have been paid for counsel fees to date?—A. The government of Manitoba paid nothing for counsel fees in above cases.

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“ Q. What is the total amount which these prosecutions have cost to date ?—A. The total amount which the above prosecutions have cost the government to date is the sum of \$270 and a proportionate part of the jurors fees in such cases as were tried at Portage la Prairie. Further information on the subject must be obtained from the Department of Justice, at Ottawa.”

Now, Mr. Newcombe, you have practically told us that your department had known so little of the instructions regarding the conduct of this prosecution that it would be impossible for you to give me all the information the Attorney General of Manitoba gave the legislature the other day ?—A. Our department had nothing to do except as to the taxation of these accounts, so far as I know of.

*By Sir Louis Davies :*

Q. In the St. Louis prosecution that you had in your department who were the counsel employed ?—A. Mr. Osler was leading counsel, and Mr. Hogg the solicitor.

Q. Did Mr. Hogg act as counsel too ?—A. Yes, he continued at the trial.

Q. As one of the counsel ?—A. Yes.

Q. Did Mr. Hall act as counsel ?—A. I do not think that Mr. Hall was at the trial.

Q. Are you sure ?—A. I am not certain.

Q. Well, was Mr. Atwater ?—A. Mr. Atwater was engaged before the commission but not in the criminal proceedings.

Q. Where was Mr. Hall engaged ?—A. In the criminal proceedings at Montreal, but not at the same time as Mr. Osler was engaged. You see there were a number of suits.

Q. I do not want to prolong the subject, but take this case ; Mr. Osler received how much a day ?—A. Speaking without the accounts I presume \$100 a day.

Q. For every day ?—A. Yes.

Q. What would you pay Mr. Hall ?—A. We would probably pay him \$25 or \$30 a day. These were the proceedings before the magistrate.

*By Sir Charles Hibbert Tupper :*

Q. This is in the case of Hall ?—A. Yes, Mr. Hall was on the preliminary proceedings.

*By Sir Louis Davies :*

Q. How much did Mr. Atwater receive ?—A. \$35 a day.

Q. And Mr. Hogg ?—A. He probably got \$30 a day.

Q. Now in the case of Mr. Connolly you had Mr. Osler and Mr. Henry ?—A. That was before my time.

Q. Do you know what they were paid ?—A. No.

Q. Mr. Osler got \$100 a day ?—A. I presume he did, he never gets less.

Q. And Mr. Henry got \$75 ?—A. I do not know.

The committee adjourned.

HOUSE OF COMMONS,  
FRIDAY, May 13, 1898.

Committee met. Mr. McMullen in the chair.

Mr. W. E. HODGINS was called, sworn and examined.

*By Sir Charles Hibbert Tupper :*

Q. Mr. Hodgins, you are an officer of the Department of Justice, are you not?—

A. Yes.

Q. Have you anything to do with taxing accounts?—A. I have, sir.

Q. And did you, as a matter of fact, tax the accounts in connection with the Manitoba election cases, so called?—A. Yes, sir.

Q. In connection with taxing the accounts do you receive the papers or records in the matter, the departmental record?—A. Not always, sir.

Q. As a rule?—A. Where accounts are taxed in cases where the instructions are given by the department direct of course we see them, but where they are referred by other departments it is very rarely I see the papers connected with a case other than the account itself.

Q. In this particular case I would ask you to look at a letter to refresh your recollection. It is a letter of the 7th December (exhibit "D"); do you recollect taxing these accounts that are mentioned in that exhibit?—A. I do.

Q. Was this a case over which your department had the previous management, or had it come from another department?—A. Well, that I do not know. The accounts were taxed by me under instructions from the Deputy Minister, and I did not see anything on the papers to indicate where they came from at all.

Q. Had you not the correspondence from the solicitors, the reports and correspondence from the solicitors before you?—A. I had some letters transmitting the accounts.

Q. Did you see the correspondence between Mr. Sifton and Sir Oliver Mowat in this connection, in connection with this account particularly?—A. I saw some letters, I think, but I did not see the correspondence between them; no.

Q. You saw some letters relating to the matter?—A. There were a file of papers that I did not read at all. They did not appear to me to have any bearing on the case at all.

Q. Was that before you read them or after?—A. I never read them.

Q. How did they appear to you not to have any bearing on the subject?—A. I just glanced over them. They were transmitting the accounts and had not any particular bearing on the matters under discussion and I did not read them.

Q. Did you see a letter from Sir Oliver Mowat to Mr. Sifton, criticising the bills rendered?—A. I saw there was one on the file; yes.

Q. And I suppose the opinion of Sir Oliver Mowat in regard to the charges would have been a very material thing for you as a taxing officer to consider?—A. Well, it did not affect my judgment in the least, Sir Charles, because I had looked at the bills and I had formed my own opinion before I saw that.

Q. To what extent did your opinion differ from that of the Minister?—A. Well, it actually did not differ very much, because I favoured the view of the deputy, that the costs should be taxed down a good deal in accordance with the usual practice of the department.

Q. Have you seen an office copy of the letter of Sir Oliver's lately?—A. No, sir.

Q. Did you see it on the file or on the copy book?—A. On the file.

*By Sir Louis Davies :*

Q. Was it a private or public letter?—A. It was not marked private, but I gathered it was.

## Public Accounts Committee.

*By Sir Charles Hibbert Tupper :*

Q. You have told us it was dealing with the public account?—A. It certainly had to deal with the accounts placed in my hands for taxation.

Q. And although you taxed the account you say that your opinion and that of the Minister were pretty much the same in regard to the account?—A. I am bound to say it was. Of course, that was only my individual opinion as to the account.

Q. Do you remember whether you had before you, in order to enable you to tax these accounts, the instructions given to the solicitors acting in the first place?—A. I never saw these at all.

Q. Did you ever ask for them?—A. No.

Q. Did you not consider them material?—A. No; only the instructions from the deputy.

Q. What were they?

*By Sir Louis Davies :*

Q. Were they in writing?—A. They were simply handed to me to be taxed without any reference to the instructions or anything else.

*By Sir Charles Hibbert Tupper :*

Q. Without any information?—A. Without any information at all so far as I recollect.

Q. How could you judge of the importance of the cases without any information, and as to whether the charges were high, or low or fair?—A. Well, I gathered that the accounts in most instances were for services before justices of the peace and magistrates, and I think that in only one case was there a Superior Court proceeding, and therefore I did not think that the charges should be on the very highest scale allowed.

Q. Were there not a whole lot of charges wholly outside the contentious work, preliminary to that?—A. Yes, a good deal of investigation.

Q. How could you deal with such items as relate to solicitor's fees in Winnipeg before anything was done, attendance and arrangements to engage Pinkerton's detectives and so on, without knowing what the instructions were?—A. It is a difficult matter to decide these charges correctly, but we are so accustomed to deal with cases where there are no previous instructions given, that we have formed a scale of what we think is fair to allow.

What class of cases would you deal with in which there are not previous instructions?—A. Inland revenue prosecutions for instance.

Q. Are not instructions given by the Inland Revenue Department?—A. Yes, but we know nothing of them.

Q. You mean not given by your department?—A. Yes, there are instructions given by others, and we are not aware of the amount of time and services required.

*By Sir Louis Davies :*

Q. From long practice you have got the thing down to such a state that you can tax them pretty well?—A. I have formed my own opinion of it.

*By Sir Charles Hibbert Tupper :*

Q. At any rate you have never seen the instructions?—A. No.

Q. You know as a matter of fact that your department gave none?—A. I know of none being given, and I think I should know if any were given at all.

Q. Do you not know as a matter of fact that they got their instructions such as they were from Mr. Sifton?—A. That I do not know, sir.

Q. Do you not remember that this first item is (exhibit "C") "attending Mr. Sifton two hours going fully into the irregularities of the deputy returning officers and others



as to the balloting in the last election and received instructions from him to investigate the various acts of the various deputy returning officers,"—and you are allowing \$5 for that item?—A. Yes.

Q. You remember that?—A. Yes.

Q. Outside of that you got no instructions?—A. No, sir.

Q. Do you remember seeing that bill dated 27th March, 1897?—A. I cannot say that I have seen this exact bill but I saw a similar bill.

Q. The papers that go to you as a rule go afterwards to the Auditor General?—A. Yes.

Q. I will read this bill :

EXHIBIT "G."

WINNIPEG, MAN. 27th March, 1897.

*The Dominion of Canada.*

*In account with Archbald & Howell, Barristers and Solicitors.*

March 27, 1897.—To our charges investigating and prosecuting ballot box cases, particularlars of which are hereto annexed . . . . . \$5,000 00

Q. Would you look at exhibit "C." Is this that document containing the particulars referred to in this account?—A. Not altogether, so far as I can see, this is for only \$1,248. This certainly embraced the items for the \$5,000 charges as I understood at the time.

Q. Now, Mr. Hodgins, do you recollect at this time the difficulty in getting the particulars? Do you recollect the fact, or is it a fact that at first there were no particulars whatever, and it was on request that the particulars were furnished?—A. I do not recollect that; my impression is that they were pretty nearly all before me when I got the accounts to tax. I am not certain, but I think so.

Q. You think the particulars were there when they came to you?—A. I certainly know of no difficulty in getting the accounts.

Q. The date of that account is the 27th March, I think, that is the first, the lump sum?—A. The 27th March, 1897, is the first account here.

Q. Was exhibit "A" before you in taxing the account?—A. Yes, sir, that was.

Q. I will read from exhibit "F" a letter from Mr. Howell to Mr. Sifton, in which he says: "I was surprised to get your letter of the 12th, inclosing a letter from Sir Oliver Mowat complaining of Richards & Bradshaw's bill and also of ours." Is that the letter of Sir Oliver Mowat to which you referred this morning?—A. I do not know.

Q. At any rate you saw a letter of that character?—A. I did, unquestionably, on the file.

Q. Was exhibit "B" before you, Mr. Hodgins, in connection with the taxation of that account?—A. To the best of my recollection, it was.

Q. That is a report of the cases tried at the assizes; at least, it is headed so?—A. Yes.

Q. Can you remember what vouchers you had for the item "witnesses' fees, including railway fares, \$4,405.60," of which you allowed \$4,405.60, the whole sum?—A. No. The vouchers submitted were very imperfect, and I could not make them agree with Mr. Howell's account at all.

Q. Well, how did you come to allow the total amount?—A. I think we allowed it subject to a certain reservation as to the accounts being correct, as they were looked upon as disbursements and not legal fees to be taxed.

Q. And how did you get over the difficulty of the vouchers?—A. I think there was some reference made to it in the letter.

Q. Well, as I understand it, in taxing you allowed that amount?—A. Yes, allowed it as disbursements.

Q. Well, on what evidence did you allow that item of \$4,405 as witness fees?—A. I remember now we did not get the full vouchers for this \$4,405, but Mr. Howell stated

## Public Accounts Committee.

that he had paid that amount. In Mr. Newcombe's letter to the Auditor General he says, "Most of these are certified as correct by Mr. H. M. Howell, whose certificate I have no doubt is entitled to every credence." I assumed that Mr. Howell's statement of the moneys disbursed would be correct, as I knew Mr. Howell personally, and therefore I did not have much doubt they were right.

Q. Did this sentence strike your eye in exhibit "A": "In the case of the witnesses before the magistrates, I made it a point not to pay them except where they had to take railway journeys or where they had to drive long distances at great expense. In all these matters, I used my own discretion. Where we could not get the witnesses without paying them I paid them. In some cases I had to pay for teams to bring them in. At the assizes the Mawhinney case alone cost us over \$1,500 for witness fees, and yet it was the very best I could do. The witness fees paid by me amount to \$4,105.60. This includes payments to Freeborn, and he had to be looked carefully after." Did that sentence strike your attention in taxing the account?

Sir LOUIS DAVIES—Who was Freeborn?

Sir CHARLES HIBBERT TUPPER—An informer.

The WITNESS—I remember that sentence, and it did influence me in coming to the conclusion that the amounts stated were correct.

Q. When Mr. Howell says this included the payment of Freeborn, and he had to be looked carefully after, did you suppose that was for witness fees?—A. Yes. I did not know who Freeborn was, and supposed he was a witness who had to be looked after. I did not know Freeborn was an informer.

Q. So the information given to you was so scant that you had not the slightest information as to who Freeborn was and the importance of looking after him and paying him generously?—A. I had not, sir.

Q. Did you attempt to get any other information than Mr. Howell's information of that outlay?—A. No.

Q. Did it not occur to you that you should, in the ordinary course, for the payment of \$4,405 for witness fees? In other words, are you satisfied in taxing accounts in connection with the statements of an agent that he has disbursed so many hundreds or thousands of dollars?—A. Not as a rule.

Q. Can you recollect a case where you passed an item of thousands of dollars for witness fees?—A. No, I do not now, but I can say there is a great deal of difficulty in getting these vouchers from agents who are not instructed by the department on account of the length of time it takes and the amount of correspondence it involves; it has not been found practicable.

Q. Referring again to the manner in which you were handicapped in taxing this account, seeing your department had not been given exclusive control, had you information as to whether it was necessary to employ so many counsel, beginning with Mr. Howell and following up with Perdue, Clark, Metcalfe and Wade; had you any information whether the discrimination exercised by Mr. Howell in the number of men retained was reasonable?—A. I had nothing before me, but my impression at the time was that these prosecutions were widespread, and it was necessary to employ a large number of counsel to cover the territory within a limited time.

Q. Where did you get the idea?—A. It was entirely my own.

*By Sir Louis Davies:*

Q. I understand you to say that exhibit "B" was in your hands?—A. Yes.

Q. That gives a summary of the cases tried?—A. Yes.

*By Sir Charles Hibbert Tupper:*

Q. Did you know Mr. Perdue, who he was?—A. Yes, I did.

Q. And Mr. Clark, did you know him?—A. No.

Q. Did you know Mr. Metcalfe?—A. No.

Q. And Mr. Wade?—A. No.

Q. Had you any information given to you to enable you to judge what was a reasonable fee in their cases?—A. Nothing except a general impression I had as to their standing at the Manitoba bar.

Q. For instance, you make a difference between the allowance to Mr. Howell and to the others?—A. I think I went on the class of work. I think they are all allowed the same amount for the same class of work.

Q. Did you make any inquiry to guide you or assist you in connection with these allowances?—A. Did I what?

Q. Make any inquiry for assistance in the way of information as to what they were entitled to charge for?—A. No, I took it as it stood.

Q. On what principle would you allow \$5 to Mr. Howell for consultation with the Attorney General of Manitoba, and receiving instructions from the Attorney General of Manitoba?—A. The importance of the case involved and the length of time it took.

Q. Does this element not come before you, where an item is charged on the Federal Government as to whether the Federal Government is properly liable for such a charge?—A. I did not examine into that question at all. I simply looked at it as to the actual value from the legal point of view.

Q. Assuming there was authority?—A. Yes.

Q. Take a case of this kind. Suppose you get a reference file from the Department of Inland Revenue to tax a bill, and you find a date with instructions that came from that department to the solicitor or agent of the department, and on file you also find, before that instruction was sent from the federal office, that some outside party, or local government if you like, had given instructions in this, would you pass that item and call no attention to the fact that charges were there in connection with parties outside the federal authorities altogether?—A. Well, I think it would depend on the circumstances of the case. I have looked upon these accounts on the basis of solicitor and client, and any reasonable charge made by a solicitor ought to be allowed if the work was done *bona fide*, and if the services he had done subsequently were ratified by the department.

Q. You are aware that in June, 1896, Mr. Sifton was Attorney General of Manitoba?—A. I am now.

Q. It did not occur to you?—A. No.

Q. These instructions purporting to come from Mr. Sifton to Mr. Howell did not attract your attention?—A. No, I looked at the items chiefly.

Q. Look at this bill (exhibit "H") and say whether that is the Perdue referred to in exhibit "B" of 7th December?—A. Yes, it is.

Q. Do you know by whose authority he was retained?—A. No, sir, I do not.

Q. His bill amounted to \$541.15. I see you taxed off that or deducted from it \$228, leaving a balance of \$313.15. At the bottom of this do you remember observing this note:—"The above counsel fees include many consultations with Mr. Howell and other counsel, many consultations with the Attorney General and preparation of necessary papers, also advising the Attorney General in the Hammond case and attending on the 13th of February and the 15th of February before magistrate"?—A. I do not think I did.

Q. As a matter of fact that Attorney General is the Attorney General of Manitoba, is he not; have you any doubt that it was the Attorney General of Manitoba and not the Attorney General of Canada?—A. Yes, the Attorney General of Manitoba. I do not recollect seeing that at all.

Q. In this bill you allowed an item, \$21 expenses paid Alexander Cable from Ste. Rose du Lac; what do you suppose this disbursement was for?—A. Let me see the account. (Account handed to witness.) I do not know what that was for or what I thought at the time about that. I made a very full memo. about all these things and went over them with the deputy and discussed them with him, and when he came to the conclusion that my view was right I am sorry to say I destroyed that. It was merely a memo. to enable me to reach my conclusion. I do not remember now.

Q. Is that F. C. Wade's bill?—A. Yes, that bill was before me.

Q. Had you vouchers in connection with that bill (exhibit "I")?—A. I do not think I had.

## Public Accounts Committee.

Q. Do you know anything about this man's standing at the bar?—A. No.

Q. I see you cut down his bill from \$960 to \$480?—A. I may have done so.

Q. Did you know anything of his standing?—A. I took the length of time he was engaged.

*By Sir Louis Davies :*

Q. And the court he was engaged in?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. What information had you in support of such a charge as this in exhibit "H" : "Fees and counsel fees for all services in Winnipeg from 19th December to 7th March, say two days counsel fees ; counsel fees assizes, central judicial district, when necessarily absent from Winnipeg at assizes and going and returning March 2nd, 3rd, 4th, 5th, 6th and 7th, six days?" What was he doing as counsel?—A. I fancy that he was looking after evidence, examining witnesses and preparing information that was necessary to send out to distant points.

Q. You imagine that. You do not know what court he was in, whether it was the assizes or the magistrate's court, but from the information before you you could not state that it was the magistrate's court or the assizes?—A. No, I could not tell.

Q. You had no other information at that time to go on?—A. No, sir, none at all.

Q. Mr. Wade asked for disbursements, \$280.60. Had you any vouchers for each?—A. I cannot remember that I had any from him at all ; I do not think so.

Q. Do you know Mr. O. H. Clarke?—A. No, I do not.

Q. You do not know his standing at the bar?—A. No.

Q. Do you know whether he acted as solicitor or counsel with Mr. Howell?—A. I could not say unless I saw his account.

Q. Judging from his account?—A. My impression was that he acted as solicitor, not as counsel.

Q. But you know nothing about it?—A. No, sir.

Q. His account was reduced and \$482.50 was deducted. Did you have any vouchers for his disbursements?—A. No, I think not.

Q. I observe that most of the counsel, outside of Mr. Howell, or solicitors, whatever they were, were engaged a good deal later on than Mr. Howell, in December, 1896, but none of these gentlemen, as I understand it, received instructions from your department?—A. None whatever that I know of.

Q. With regard to this account (exhibit "J"), did you ever see the authority or ascertain that there was an authority for Mr. Howell to retain such solicitors as he pleased?—A. No, sir.

Q. You do not know who actually retained these gentlemen?—A. No.

Q. This is Mr. Metcalfe's account. Is that the account that was before you? (Exhibit "K")—A. This is the account I have.

Q. Do you know anything about him?—A. No.

Q. Did you have any vouchers for the disbursements in his account amounting to \$233.75?—A. No, I do not recollect having got any.

Q. This is Richards & Bradshaw's account that was criticised by Sir Oliver Mowat, is it not? (Exhibit "L")—A. Yes, I taxed that account.

Q. Have you any doubt that this is the account referred to in this letter of Mr. Howells to Mr. Sifton, which reads as follows :—

*Re Ballot Box Cases.*

WINNIPEG, MAN., 18th May, 189—

MY DEAR MR. SIFTON,—I was surprised to get your letter of the 12th, enclosing a letter from Sir Oliver Mowat complaining of Richards & Bradshaw's bill, and also of ours. The former is made out on exactly the same rates as all the other bills, namely, Clark, Wade & Perdue, and in conformity with the consultation of all. They charged exactly the

rates which the Dominion Government allow for their cases here, exactly the rates charged by Martin & Mather. If Richards & Bradshaw's bills are excessive, then all the others are the same." (Exhibit "F.")

Have you any doubt that that is the account referred to?—A. I could not say; I fancy it is the same one because it is the only one I saw in connection with the prosecution.

Q. You allowed \$754.22 whereas Richards & Bradshaw charged \$1,029.22, according to the report of the 17th December, 1897?—A. Yes.

Q. Are you aware, as a matter of fact, that there was another bill before that from Richards & Bradshaw?—A. I do not remember any.

Q. You do not remember seeing two bills?—A. No.

Q. Then apparently they persisted in pressing the bill that Sir Oliver Mowat criticised. Is that your recollection?—A. No, sir, I do not know anything of that at all.

Q. You cannot say?—A. No.

Q. You have not deducted from many of these items. You would not agree with the statement as correct, that the bill is made out according to the regular charges of your agents in Winnipeg?—A. Well, I do not know how they arrived at that at all.

Q. You do not agree with that statement?—A. No, we never had cases of that sort before. The cases have chiefly been the acquisition of property on the Canadian Pacific Railway line for which a certain definite sum is allowed.

Q. How do you explain that if Richards & Bradshaw's bill is excessive all the others are the same, whereas you allowed the full amount of Mr. Metcalfe's bill?—A. I think they were made out on different scales. If I recollect, Mr. Metcalfe's bill was made out on a scale that commended itself to my mind as a reasonable per diem allowance for the service. It was \$20 a day, while I think the others were \$40 a day. The general principle on which these bills were taxed was \$20 a day for working up evidence and arranging for the witnesses, and \$30 a day when a man was engaged in court, speaking generally.

The committee adjourned.

HOUSE OF COMMONS,  
TUESDAY, 17th May, 1898.

The Committee met, Mr. McMullen in the chair.

Mr. W. E. HODGINS recalled.

*By Sir Charles Hibbert Fupper :*

Q. Mr. Hodgins, do you remember that bills were made out to the Manitoba Government and bills to the Dominion Government every now and again? For instance, take a voucher like this: Here is a memorandum, which I will read. Mr. Metcalfe, one of the solicitors, writes: "Make out a bill of your expenses and send to Attorney General's Department, Government Buildings, Winnipeg."

THOS. L. METCALFE."

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Then another voucher reads :

“BRANDON, MAN., 30th January, 1897.

“Manitoba Government,  
“To W. H. Boyd, Dr.”

This bill is certified to by Mr. Howell as being correct.

“Manitoba Government,  
“In account with A. Campbell, constable,”

certified to by Mr. Howell again. Some of them are rendered to the Government and some of them to Mr. Howell. Here is one made out to him and certified by him :—

“To H. M. Howell, Q.C.,  
“In account with E. J. Elliott, Dr.,  
“Chief, Provincial Police.”

These are simply examples of some accounts being made out to the Dominion Government, of some being sent to the Provincial Government, and some to the solicitors. How did you deal with these vouchers?—A. In examining the vouchers, I came to the conclusion that I could do nothing at all except refer them to Mr. Newcombe, as the expenses having been incurred apparently, I had no means of saying whether they were reasonable and proper, and no means of certifying them at all. I did not examine into the question as to how they were made out.

Q. It is a fact that some of the accounts appeared to be chargeable to the Manitoba Government?—A. Yes.

Q. Acting on instructions which you got, you assumed that the Dominion Government were going to pay them?—A. I never got any instructions as to that, but in examining accounts referred by other departments, I have never heretofore taken into account as to how the accounts were made out. I was simply ordered by the deputy to examine certain accounts, figures and items, without reference to how they were made out.

Q. If a bill is handed over to you in the ordinary course and the vouchers in connection with it appear to show charges against other governments outside of the Federal Government, do you mean to say your usual course would be to ignore that fact and not bring it to any one's attention that vouchers against another government were being used against the Federal Government?—A. Oh, no; if I saw that I would certainly, if I had reason to think that the deputy was not aware of it, bring it to his attention, but I assumed that Mr. Newcombe knew all about it, although I do not know that he knew it at all.

Q. In explanation of these peculiarities, as they are, you spoke of having made out a memorandum in pencil, commenting on these charges, which was submitted to Mr. Newcombe, and afterwards you said you tore up the memorandum?—A. Yes; I destroyed it.

Q. Can you tell us the nature of these criticisms, generally? What did you bring to his attention?—A. I brought to his attention the per diem of \$40 on account of work that was charged for—I do not remember now, because they have escaped my memory—the various items in the bill that seemed to call for some explanation.

Q. Was it a lengthy document?—A. Not over four or five pages of foolscap closely written. I took two evenings to do it at home. As Mr. Newcombe agreed with me, and after the account was settled, and after it was all over, I tore it up as I do with all my memoranda and the thing passed out of my mind. I did not know it was necessary to retain it.

Q. You cannot tell me anything more than that as to its contents?—A. No, sir, there was no more.

Q. Did you draw his attention to the fact that some of the vouchers appeared to be really a liability of the Manitoba Government?—A. No, sir. I told him that the vouchers and accounts as sent in by Mr. Howell did not seem to agree. I did not see how they were going to reconcile them and I said: “I suppose the only thing is to

assume that they are correct because there are no means of checking them." Really all I was concerned about was to see that the legal charges were correct.

Q. Did you bring to the deputy's attention the fact that Freeborn was getting an allowance to an extent to which you could not tell out of that four thousand dollars. Did you know anything about Freeborn?—A. No, sir, I did not know who Freeborn was when I taxed the account.

Q. Do you mean to say that, as taxing officer, when you saw in an item of four thousand and odd dollars for witnesses fees an allowance to Freeborn, not supported by vouchers, that your attention was not drawn to the peculiarity of that charge or that your official curiosity was not excited as to what this allowance to Freeborn amounted to?—A. No, I looked upon that as disbursements by this man that would have to be supported in some way. It was a legal charge and I treated it as general disbursements.

Q. But general disbursements without vouchers are rare things?—A. Yes.

Q. Did you not draw attention to that item?—A. No, sir.

Q. Had you any instructions that warranted you in slipping over it?—A. No, I had not. Nobody spoke to me about the accounts except the deputy.

Q. Do you say that this large item for disbursements which was not accompanied by vouchers did not excite any particular attention on your part?—A. I do not think it did.

Q. You made no inquiry as to whether Freeborn should be given an allowance or how much he should be paid?—A. No, I did not.

Q. Is it not your duty, if items not supported by vouchers come before you, to report the fact to someone as taxing officer?—A. I do sometimes and sometimes I do not.

Q. Well, there must be a rule?—A. With accounts referred for taxation to us by another department, we assume that another department before paying them will see as to the vouchers being correct. I have always felt that it was impossible for me as taxing officer to be satisfied as to payments.

Q. The distinction you draw in regard to looking at every voucher is that when you are taxing accounts is between accounts rendered for services performed under the direction of your own department and accounts from another department?—A. Yes. I am most particular about that, because in the former case there is more responsibility upon us.

Q. These you understood to come from the Department of the Interior?—A. Yes.

Q. As a matter of fact the papers show that they came from Mr. Sifton?—A. I think it was the Department of the Interior, because they come addressed every way to our department. I think the account would have gone to them and they would have been satisfied as to the vouchers, because all I felt concerned about was as to the legal charges.

Q. Are you able to produce the letter of Sir Oliver Mowat to which you referred in your examination on the last occasion?—A. No, Sir Charles, I have never seen it to my recollection since I had the vouchers put into my hands.

Q. When?—A. I do not remember.

Q. Did you see it this month?—A. No, sir, I have not seen any of these accounts since I handed them in.

Q. Did you make any inquiry since you were here last?—A. I asked Mr. Newcombe if he had seen the letter referred to in his correspondence, and he said he did not remember that letter at all.

Q. You asked your deputy if he had seen the letter referring to Richards & Bradshaw's account?—A. If he knew of any such letter, and he said he never recalled seeing any letter of that kind.

Mr. McDougall.—This is not the letter I handed back to Mr. Sifton. That letter referred to nothing about Richards & Bradshaw. I told you I had handed back a letter, it was a private letter.

*By Sir Charles Hibbert Tupper :*

Q. Was there another letter about Mr. Howell's account?

## Public Accounts Committee.

Mr. McDougall.—I cannot say anything about that, but it is not the one to which you refer.

*By Sir Charles Hibbert Tupper :*

Q. You failed to obtain that from the department?

Mr. HODGINS.—Mr. Newcombe says he knows nothing about that letter at all.

Q. When you examined the Howell account had you the letter book? Do you remember speaking about the letter press book the other day?—A. Yes. This is a type-written letter that I saw. I presume it came from the Minister's office and I have made no special effort to see it.

Q. Have you searched your official books?—A. No, sir.

Q. Will you be good enough to do so? The impression you left on my mind was that you saw a letter from Sir Oliver Mowat in reference to this account, criticising it. The impression you left on my mind was that you saw that on the official file.—A. I saw a letter certainly. I think I saw it on the file of papers handed to me at the time that the accounts came up.

Q. Since then you have asked Mr. Newcombe if you can bring it to the committee?—A. No, sir; I understood that I was to bring a letter from Mr. Newcombe from Sir Oliver Mowat, where he referred to Richards & Bradshaw's account and also to Howell's account, and neither of us remember seeing such a letter.

Q. Have you inquired for the letter you did see?—A. No. I did not understand that I was to do that at all.

Q. This cannot be found, according to Mr. Newcombe?—A. No, he never saw it.

Q. Do you know how much of this account that was taxed by your department has been paid?—A. No, sir; not at all.

Q. Had you anything to do with the drafts that were drawn by the solicitors at two months and one month on Mr. Sifton?—A. No, sir; I know nothing of that at all.

Q. Did you observe that in Mr. Howell's report as to expenses charges of paying magistrates \$5 a day who were sitting and this observation in the voucher: "on the advice of the Attorney General"? Do you remember that?—A. I do not.

Q. And do you remember Dawson, a magistrate being paid \$10 a day on the ground that he was a barrister as well as a magistrate?—A. No, sir, I do not.

Q. These words "on the advice of the Attorney General," do they refer to the Attorney General of Canada or to the Attorney General of Manitoba?—A. Well, I cannot say. I should say they referred to the Attorney General of Manitoba, as far as I know.

Q. You know of no advice from the Attorney General of Canada as to how much should be paid?—A. No sir.

Q. Did you see Mr. Sifton's letter on this subject of the 12th May to which exhibit "F" refers, Mr. Howell's letter of May 18, "I was surprised to get your letter of the 12th, etc."—A. No, sir, I never saw that at all.

Q. That was not handed to you?—A. I do not think so. I really did not pay any attention to the bundle of letters handed to me, because I did not think they had any bearing on the specific duty imposed on me by the Deputy Minister of examining the legal charges.

Q. Well, it is something of a surprise to you to find that your Minister some time before you got the bills was complaining of the excessive charges?—A. It is. I did not examine the date of any of these letters at all, so I cannot say anything about that.

Q. You are unable to tell me, I think, whether there was an account in lump sum first from Mr. Howell without any particulars?—A. Well, I cannot say that the lump account and the detailed account were separated. I remember seeing both.

Q. You have no recollection of the fact, if it was a fact, that he first rendered a lump charge and furnished the particulars afterwards?—A. No, I saw the detailed account; I am quite sure, for I taxed that.

Q. I see on some of these papers, pencil additions. Here is one, \$19724.43. Have you any recollection of that calculation?—A. I have not. I made a good many because the accounts were very difficult to understand when I first got them.



Q. Do you remember such a charge as this or such a document as this: "Receipt from Sarah Jane Smith, \$50 in full of extra expenses incurred by her late husband in going from Ontario to give his evidence as a witness and employing an attendant to accompany him"?—A. No, sir.

Q. Even if you had seen that voucher, I suppose, in regard to what you said as to documents coming to you from other departments, you would not have dealt with the explanation of that charge?—A. Yes, I made up my mind that with the few vouchers before me it was impossible to make these things out.

Q. Do you recognize this item, "O. C. Smith, account of Canadian Pacific Railway tickets forwarded at the request of the Provincial Government, \$464.05"?—A. No, I remember seeing that but I dealt with it as a disbursement.

Q. The date of that is marked March 24, 1897?—A. Yes.

Q. Then I suppose it is unnecessary to examine you as to the result in these cases. You cannot follow the results of all this expenditure?—A. No, I really know nothing except the taxation of the legal charges.

Q. All I would like to know from you is for you to be able to say whether you have made search of the official records in the department, and whether the deputy can furnish you with a copy of the letter of Sir Oliver Mowat to which I have referred?—A. Yes.

*By Mr. Powell :*

Q. How long have you been in the department?—A. Since about 1882.

Q. During that time have you ever known an instance of a magistrate being paid for preliminary examination unless it was under the direction of the Justice Department in the first instance, except this?—A. Oh, yes, the Inland Revenue and other departments very often instruct our agents to conduct prosecutions, and we have taxed these accounts and left it to the other department to say whether they should be paid or not.

Q. That was with reference to matters regarding their departments?—A. Yes.

Q. But in respect of purely criminal proceedings have you ever known a case?—A. I don't call to mind any instance, though my impression is strongly that there are some. I only see the accounts from Ontario and Manitoba.

*By Mr. Haggart :*

Q. Is there any other account of this kind from Ontario you ever paid to an ordinary magistrate?—A. Oh, yes, in an Indian prosecution where a magistrate has tried an offence under the Indian Act, and we have paid his charges.

Q. A Justice of the peace?—A. Yes.

*By Mr. Powell :*

Q. That is a case under the Department of the Interior, but outside of proceedings taken by direction of an officer of a Department can you recall an instance?—A. No.

Q. That is, you do not recall, in your fifteen years' experience, any such prosecution undertaken by a common informer without the direction of an officer of your department, and the expenses paid by the Government?—A. I do not say there has not been, but at the present moment I do not recall any instance.

Q. And there is nothing special in this case to bring it under the Department of the Interior; it is a matter of the ordinary criminal law of the country?—A. I suppose it was.

Q. Could you regard it as work as being in the Department of the Interior at all?—A. I did not understand the transaction at all. All I troubled about was the considering of the legal charges.

*By Mr. Wood :*

Q. What do you mean by legal charges?—A. Charges made by a solicitor.

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Q. You have nothing to do as to whether the charges were right or not?—A. No, I could not express an opinion.

Q. What do you mean by legal charges?—A. Charges of work done in court and for legal services.

Q. You certified for that?—A. That is all I had to do.

*By Mr. Powell :*

Q. The expenses are left to be borne by the Provincial Treasury in all cases unless the prosecutions are conducted by the Federal office?—A. I do not know ; I suppose they are.

*By Mr. Wood :*

Q. Did it not strike you as strange for this matter to come before the Department of Justice at all?—A. I could not understand it at first at all. I had a big contract to examine the accounts and that was all I concerned myself about.

*By Mr. Powell :*

Q. It was a mystery about it getting there at all?—A. Well, it never occurred to me.

*By Mr. Wood :*

Q. The charge was submitted to you and your duty was to ascertain whether that was such a legal charge as the country should pay ; does that not bring it to your mind as part of your duty to say that the Department of Justice should not recommend its payment because it was the duty of Manitoba to pay it?—A. Yes, if specifically requested.

Q. Why did you not report against the payment of these charges?—A. Because my instructions were, and I understood it to be my duty, to tax those accounts.

Q. I do not understand your duties to be merely perfunctory. If I am an officer of the Department of Justice and I am to recommend whether this country is to pay that charge I think I should perform my duty to say that charge is not legal and this country should not pay it. Why did you not report that way?—A. I cannot say. I had no instructions on that point at all and I did not consider it part of my business to say that to the deputy, when he gives me specific instructions to say whether the charges are reasonable and fair.

Q. Then it comes to this. You take instructions from the Deputy Minister as sufficient for you?—A. Yes, in cases of that kind, certainly.

Q. And you instruct the deputy whether these charges are of a legal nature?—A. Yes, and whether they are reasonable and proper according to the recognized tariff we have adopted for doing Government work.

Q. Then you left it to the deputy as to whether it was right or wrong?—A. I do not think I should interfere with that.

*By Sir Charles Hibbert Tupper :*

Q. Looking at this report of the Justice Department dated December 7th, 1897 (exhibit "D"), counsel and solicitors appear to have rendered accounts amounting to \$10,325.57 and the amount allowed is put down as \$5,760.07, and the disbursements as rendered foot up to \$7,315.08, and as allowed to \$7,146.33. That would make about \$18,000, as the total amount of their accounts as rendered. I observe a letter from Mr. Howell dated March 27th, 1897 (your report being December of the same year) in which he speaks of having drawn on Mr. Sifton for all of these amounts and of drawing on him for \$16,724.43. Added to that there is \$3,000 in pencil, making \$19,724.63. That

addition is at the end of the statement. Then he says:—The drafts upon you, then, are as follows:—

Hon. J. D. Cameron's first draft.....	\$1,000 00
Draft of Mr. Cameron and myself.....	6,428 08
Perdue.....	541 15
Wade.....	1,270 60
Metcalfe.....	823 00
Clarke.....	1,660 85
Our own.....	5,000 00

So, when this bill was really taxed by you you were really taxing what the Minister had allowed others to draw upon him to meet. The point is, if this statement is correct, that in March Mr. Sifton permitted drafts to the amount of \$16,000, possibly \$19,000, if the pencilling is correct, to be made on him and the money had gone to these counsel who drew, when you taxed these accounts were you aware of the fact that the Minister himself would have an interest in that if he had paid out this money?—A. Well, it occurred to me that he would.

Q. That was present to your mind?—A. Certainly.

Q. That he had paid out a large amount of money and the question was how much he should be reimbursed by the Government for his expenditure, that is the way it stood in December, apparently?—A. Yes.

*By Mr. Powell:*

Q. Do you remember how much you taxed off these items?—A. Not without reference to my letters.

Q. Well, approximately?—A. About \$7,000 I think, but I would not be sure till I see that letter. I appear to have taxed off, according to this letter, \$4,000. The accounts amounted to \$10,325.57 and I suggested to the deputy that he should allow \$5,760.07, which he did.

Q. Do you know what items you taxed off?—A. I could tell a good many of them. I am sorry I destroyed that memorandum as it would show how I made them up.

Q. Has the deputy a copy?—A. No, I just took each amount and said, rendered at so much and should be taxed at so much.

Q. Is there a memorandum as to the amount they should be taxed at?—A. Yes, a letter to the Auditor General.

Q. Does that give details?—A. No, only the amount that should be paid and by inference the amount struck off.

*By Sir Charles Hibbert Tupper:*

Q. I put in evidence as exhibit "M" from the Auditor General's papers a draft from W. E. Perdue dated Winnipeg, 27th March, 1897: "Three months after date pay to the order of myself \$541.15 and charge to the account of W. E. Perdue. To the Hon. Clifford Sifton, Ottawa, Ont." That draft was accepted "payable at the Bank of British North America, Ottawa," by Mr. Sifton, and on 2nd July, 1897, Mr. Sifton draws a cheque on the Bank of British North America to meet that for \$541.15 and endorsed "Perdue draft." So according to that he had paid a bill you taxed in December in July and which you cut down to \$313.15?—A. It would appear so.

Q. On the same date 2nd July, 1897, J. D. Cameron and H. M. Howell of Winnipeg drew on Mr. Sifton at three months. "Twenty-seventh March, 1897. Three months after date pay to order of the Imperial Bank of Canada, \$6,423.26," which is accepted at the Bank of British North America by Mr. Sifton and a cheque drawn on 2nd July, 1897: "Pay the Bank of British North America, \$6,423.26; Cameron and Howell draft." Would you look at that exhibit "N"; that has reference to the legal charges, has it not?—A. I could not say, Sir Charles, I have no J. D. Cameron in it at all.

Q. This report was before you, the drafts before you were for the draft of Cameron and himself, \$6,428.08; you have no doubt that the draft had reference to that item?—A. It is the same.

## Public Accounts Committee.

Q. Well, I tender in evidence as exhibit "O" the following: "Ottawa, 18th June, 1897. Two months after date pay to the order of the Bank of British North America the sum of \$2,093.75 and exchange, value received and charge to the account of Clifford Sifton. To H. M. Howell, Esq., Winnipeg, Man." Did you ever hear of that expedient of a Minister drawing at two months on an agent or law officer?—A. No, but I would not be in a position to know that.

Q. That is not the style of doing business in that way?—A. No.

Q. I put this in as exhibit "P":—"Winnipeg, 19th June, 1897. Two months after date pay to the order of the Imperial Bank of Canada at Winnipeg, \$1,027 with interest and exchange, value received and charge to account of J. D. Cameron. To Hon. Clifford Sifton, Ottawa, Ont." That is a draft of Mr. Cameron on Mr. Sifton; do you remember allowing him anything in this connection?—A. No sir, I never heard of him.

Q. I tender in evidence also as exhibit "Q" a telegram to the Auditor General of Canada from Rat Portage, dated 10th December, 1897, as follows:—"The firm of Archibald and Howell received from the Hon. Clifford Sifton the sum of \$3,000 on account of ballot box prosecutions last autumn. H. M. Howell." I tender in evidence an official cheque which the Department of Finance issued to cover two acceptances of Mr. Sifton, which will be exhibit "R" Mr. Hodgins, I ask you as a formal witness, in this file of papers returned in answer to the order of the committee with the vouchers there are letters from Mr. Sifton to you, but the inclosures of these letters are missing: do you know what has become of them?—A. No.

Q. In a letter of the 22nd May from Mr. Sifton to the Minister of Justice, he says: "My dear Sir Oliver, I inclose you a letter from Mr. Howell regarding the ballot box cases which explains itself," marked personal. Do you know anything of that?—A. No, I do not.

Q. Do you know anything of this letter on file dated 3rd May:—"When writing to you about the ballot box prosecutions I inadvertently made an error by reason of the fact that all the drafts had not come to hand. There is an additional draft for \$1,029.22 which I have now accepted. Please note this along with the others which I have previously sent." It is May 3rd, 1897. Have you had access to that correspondence?—A. No, sir.

Q. It is marked "personal," and for that reason it was not put on the official file?—A. No, and it was not likely to come to me, because all I got I got from the accounts.

Q. Then you cannot say you had any of this correspondence relating to these bills?—A. No, sir, I never saw it.

Q. I called your attention to a letter marked "personal" which reads as follows:—

"OTTAWA, 8th May, 1897.

The Honourable Sir OLIVER MOWAT,  
Minister of Justice,  
Ottawa, Ont.

DEAR SIR OLIVER,—I enclose you herewith letter from Messrs. Archibald & Howell, of Winnipeg, covering the detailed bill of costs of Messrs. Richards & Bradshaw for their fees in connection with the ballot box prosecutions.

Yours faithfully,

CLIFFORD SIFTON.

Did you get that or just the bill?—A. That is all.

Q. There is another letter of the 4th May, 1897, from Archibald & Howell, which reads as follows:—

WINNIPEG, MAN., 4th May, 1897.

The Honourable CLIFFORD SIFTON,  
Minister of the Interior,  
Ottawa, Ont.

DEAR SIR,—We inclose you herewith detailed bill of the costs of Richards & Bradshaw for their fees in the ballot box cases. The bill as rendered amounted to \$1,054.22.

We have taxed off the sum of \$25, leaving the sum of \$1,029.22. For this sum they have drawn upon you. With the bill we enclose vouchers for disbursements, which amount to the sum of \$549.22.

Yours truly,

ARCHIBALD & HOWELL.

That letter came with these papers. Do you know anything about it?—A. No, sir, I do not recollect it. I really did not examine the correspondence at all. All I was concerned with was that the bill should be taxed.

Q. You taxed the bill which Richards & Bradshaw rendered for \$1,029 at \$754.22, didn't you?—A. I did, sir.

Q. This is the same bill?—A. Yes.

Q. You know nothing as to whether these people who drew for more than they were allowed, have refunded the money?—A. No, sir, I know nothing of that at all.

Q. You don't know whether these drafts were paid? some of them were?—A. I know absolutely nothing of that case.

Q. You know Mr. J. D. Cameron. He is the present Attorney General of Manitoba?—A. I think he is.

Q. He succeeded Mr. Sifton?—A. Yes, sir.

*By Mr. Powell :*

Q. Was this kiting because the government required accommodation paper or was it to accommodate Mr. Sifton?—A. I am not able to give an answer to that question.

The witness retired.

Mr. A. C. ROWE being called and sworn testified as follows :—

*By Sir Charles Hibbert Tupper :*

Q. You are the accountant of the Bank of British North America?—A. I am.

Q. Will you look at these two cheques dated July 2nd, 1897, for \$541.15 and \$6,423.26 signed by Clifford Sifton; these are paid by the Bank of British North America at Ottawa, were they not?—A. Yes.

Q. Were they paid out of Mr. Sifton's private account?—A. Well, it was a special account; it was money deposited by the Finance Department.

Q. How much was deposited?—A. \$6,964.41, the amount of these two cheques.

Q. What was the heading of the account?—A. "Hon. Clifford Sifton No. 2 account."

Q. Then how many credits did you get?—A. That one cheque for \$6,964.41 against these two cheques.

Q. And these were all that were drawn?—A. That is all, I have a copy of the account here.

Q. You might as well file it as exhibit "S." He drew the full amount of the account?—A. Yes.

The witness was discharged.

Mr. JAMES A. SMART was called and examined :—

*By Sir Charles Hibbert Tupper :*

Q. Mr. Smart, you are Deputy Minister of the Interior, are you not?—A. Yes.

Q. Can you say whether this subject was dealt with by the department the subject referred to in that file, namely the Manitoba ballot box prosecutions, was it dealt with by the department or by the Minister personally?—A. Altogether by the Minister.

The Committee adjourned.

## Public Accounts Committee.

HOUSE OF COMMONS,  
THURSDAY, May 26, 1898.

The Committee met,—Mr. McMullen in the Chair.

H. M. HOWELL, being sworn, testified as follows :—

*By Sir Charles Hibbert Tupper :*

Q. Mr. Howell, you were the counsel employed in connection with the Manitoba prosecutions, in the so-called ballot stuffing cases?—A. Yes; I was employed, perhaps a little more than as counsel, I was employed as solicitor too.

Q. To take charge?—A. Yes.

Q. Who employed you?—A. The Attorney General's Department—well, Mr. Sifton.

Q. I see in your account you mentioned June 26th as the date when you received instructions from Mr. Sifton?—A. Yes.

Q. That is the date of your employment; I suppose that is when this matter began. A. It may have been that we had a conversation a day or two before that but that was the first entry I made. We may have had a conversation; we had many conversations that were not entered.

Q. You may have had a conversation before that?—A. Yes a day or two before before that possibly.

Q. Have you brought your books and papers with you relating to these accounts? A. Well, they are not mine any longer, and I have not brought them because my firm is dissolved, and by the terms of our dissolution the books remain with my partner, but the only entries I made in reference to this matter were in what I call just a little scrap book which I kept for that purpose alone—just a blotter.

Q. Then the other books you refer to would not relate to these accounts?—A. Nothing except the ledger of the firm.

Q. And the ledger is where?—A. It is in Winnipeg.

Q. In whose possession?—A. In the possession of Archibald & Howell, in liquidation; Mr. Archibald primarily has it. I think I have copies of it.

Q. You have made copies of the ledger?—A. I believe so; I asked the bookkeeper to do so that I might bring them here.

Q. And the first entry in any of these books, either the blotter or the book you refer to, or the ledger, would be 26th June?—A. Yes.

Q. Look at exhibit "C" which is produced by the Department of Justice and say whether that is a copy made from any of your firm's books?—A. No, Sir Charles, it is not a copy; it is an account made from various entries from time to time. In my firm I was given a wider latitude than the others. I kept a blotter of my own and noted down what I did, sometimes in pencil and sometimes in ink, and from that this account was built up.

Q. Are the different items copies of the original entries in your blotter?—A. No they are not exact copies. It is an account made up from information in that blotter.

Q. There never was a formal account made up?—A. It was a formal memorandum of what I did, but it would not be in that language.

Q. Have you a copy of that memorandum?—A. No, I have not.

Q. And this book, you say, is in Winnipeg?—A. Oh, I do not suppose it would exist, because I would hand them over every month or two months. I had different blotters which I kept in my drawer and they were handed over to the bookkeeper.

Q. And the entries were made by him in the ledger?—A. No, the accounts would be copied into what we call a statement book.

Q. Where is that?—A. It is in Winnipeg. The statement book is an exact copy of what you have. (Exhibit "C.")

Q. When was the account in the statement book prepared relatively in regard to the work? Was it as the work went on or after the work was done?—A. I would not say that the whole of it was put in when the work was done. It may have been that two months would go by before it would be transcribed and then two or three months more might elapse and then another transcription would be made.

Q. Are you prepared to say that this exhibit "C" is an exact copy of the statement in the statement book?—A. It is an exact copy of the statement in the statement book.

Q. You are not prepared to say that that account was made up from time to time?—A. Would you pardon me for one moment. I think I have a copy here, and if the copy is the same as that it is an exact copy. That was prepared from the books by my instruction before I came here. (Handing paper to Sir Charles Hibbert Tupper.)

Q. This is the same thing. I have no doubt it is the same. The first page is exactly the same. You have no doubt that this is a copy of the statement which is contained in the statement of Archibald & Howell?—A. Yes.

Q. It is in connection with that that I want to ask you whether you are prepared to say that that statement was not made up after all the work was done?—A. I could not say that the whole of it was made up after the work was done.

Q. I put it the other way: can you say that the whole of it was not made up after?—A. I cannot say that.

Q. So that it is possible the original statement in the statement book was made after the whole of the work was done?—A. It is possible; the bookkeeper would do whatever was done.

Q. You looked at it recently, I suppose?—A. I looked at this when this was entered by him.

Q. Are you prepared to say from that examination that the statement was put in at one time or from time to time? Did you charge your memory with that?—A. No, I did not.

Q. I understand you to say that the original entries are possibly all destroyed in the blotter?—A. Very probably they are. They were handed to the bookkeeper and they ceased to exist.

Q. It is a custom of yours that you do not retain these blotters?—A. It is a custom of mine because I am a little slipshod. I make a little entry on a paper and then come home and just lay it in the blotter.

Q. Coming back to the first matter what was the substance of your first conversation with Mr. Sifton on this matter?—A. I would not like to say exactly what the first was but amongst the very first at that time was a conversation in which Mr. Sifton told me that there had been a gigantic fraud committed in the riding of Macdonald and that ballots had been stolen. I remembered very distinctly saying that I did not believe it; I thought people would not destroy a ballot any more than they would destroy the Bible.

Q. That was anterior to your retainer?—A. Well, at the time. Then he produced to me ballots and admissions by deputy returning officers and it was a staggering blow to me.

Q. What I want you to remember and fix is whether that conversation was before or after your retainer?—A. Probably a little before or that day. We had a long conversation and I went away to look up the law in the matter.

Q. You said a little while ago you had several conversations on this subject before June 26th, the first day of charge?—A. I would not like to say whether June 26th was the first time or whether I had been there several times and then stuck an entry on the blotter.

Q. But as I understand it you are not prepared to say you had any conversation with him on this subject before June 26th?—A. No, I would not swear that.

Q. And when you make an entry that you received instructions from Mr. Sifton on June 26th are you clear that you got positive instructions on that day?—A. No, I would not say that, Sir Charles, because he might not have said "go on" on that occasion.

## Public Accounts Committee.

Q. And it was at that consultation that he told you of the gigantic frauds?—A. Possibly the interview of that day or the day before.

Q. What were the particulars he told you of the gigantic frauds?—A. He told me how it had been done, and so on.

Q. Did he tell you the source of his information?—A. He said one of the men engaged in the work had given the information.

Q. Was that Freeborn?—A. Freeborn. I did not know it was Freeborn until the next day he brought Freeborn into the office; and I still could hardly believe that a voter could be deceived and that Freeborn could deceive me, making my hat a ballot box, before my eyes.

Q. Did Mr. Sifton mention any specific case; how definite were his instructions on the 26th?—A. I would not like to say whether he entered into any particular cases.

Q. "Attending Mr. Sifton two hours, going fully into irregularities of deputy returning offices and others at the balloting in last election, and received instructions from him to investigate the various acts of various deputy returning officers." I call your attention to the words "going fully"?—A. That may be the language of my book-keeper. I would not say that is my language.

Q. I understand though that these entries are taken from a blotter or memo. of your own?—A. But my own words would be something like "Sifton two hours *re* ballot boxes".

Q. So this represents the ingenuity of your clerk?—A. To a certain extent.

Q. What is the name of your clerk?—A. Mr. Shanks.

Q. Then you are not prepared to say now that Mr. Sifton went fully into the irregularities that day?—A. Well, perhaps, not that day but he went pretty fully into it, explaining how it was done; I could hardly understand it, and I had to understand the mechanical working of the thing before I could investigate.

Q. Did he name any returning officers?—A. Not that day. I think Freeborn gave me more information about names.

Q. Did you see Freeborn on the 26th?—A. I am inclined to think it was next day.

Q. Freeborn did not appear in this account until July 18; do you think you saw him before that?—A. Oh, yes, I am sure.

Q. Were you instructed by Mr. Sifton to employ Pinkerton?—A. Yes.

Q. Were you instructed at the start?—A. Oh, it would not be as early as that. Probably the employment of Pinkerton men would be at my suggestion, because I am a great believer in detectives in the elucidation of truth in crimes.

Q. In these conversations with Mr. Sifton are you able to say from anything that was said by Mr. Sifton as to the capacity in which he was acting; was he acting as Attorney General for Manitoba or personally?—A. Well, I think, Sir Charles, at that interview, or if not the first very soon after that we looked into the statutes as to what part the Minister of Justice should have in the proceedings, who should bear the burden of the cost, and we found that the Minister of Justice should, under certain circumstances, where there had been personation or anything of that kind, instruct counsel and we came to the conclusion that it was not wide enough to cover this case. Whether it was at first he told me that the Dominion Government would face it or not, I cannot remember.

Q. To whom did you charge that entry?—A. Oh! no one, just in my blotter.

Q. To whom is that entry charged in the ledger?—A. I believe it is headed "ballot box prosecutions;" is it not so in the account.

Q. No, there is no heading in the account?—A. Well, I believe that is it, "ballot box prosecutions."

Q. You are not able to say in the absence of the book?—A. No, but I am pretty certain that is what it is.

Q. Did you bring your office copies of these letters that are referred to here; for instance, the letter to Pinkerton & Co.?—A. No, that would be simply to send the man.

Q. The letter to Pinkerton & Co. on June 27, for three men; you have not a copy of that here?—A. No, that is all it would be.

Q. But you have your letter press book?—A. Oh, yes, that would be in the office, but there would be no information in that.



Q. Who is Shoemaker?—A. He is a detective and a very good one.

Q. Well, then, in regard to these preliminary items you are unable to say to whom you looked at that time for your fee?—A. Well, I suppose I looked to Mr. Sifton and he would see I was paid either by the local or the Dominion Government.

Q. Did you hold Mr. Sifton liable?—A. I don't suppose the idea entered my mind. I knew someone would pay me.

Q. Who did you regard as your debtor, the person retaining you, the Attorney General of Manitoba or Mr. Sifton?—A. I am inclined to think that I was looking to the purse at Ottawa, for I remember very early we discussed the question of the Minister of Justice paying it. If that was not at the first interview, then it was at the second or third. Before I wrote Pinkerton it was arranged that the Dominion Government was to foot the bill.

Q. By whom was it arranged?—A. Mr. Sifton told me.

Q. How did he represent that, after any communication with the Dominion Government?—A. I do not think he explained that, simply saying the Dominion Government would attend to this.

Q. Then you do not consider that the Manitoba Government retained you at all?—A. Well, in acting I was acting within the control of the Attorney General of Manitoba. In all public prosecutions he is the controller.

Q. Did you consider you were retained by the Manitoba Government?—A. I was retained by Mr. Sifton and I knew he would see that somebody paid me, and he was Attorney General of the province then.

Q. While you say that Mr. Sifton retained you he was the Attorney General and you knew you would get your money either from Manitoba or from the Dominion—you say Mr. Sifton assured you the Dominion would pay you?—A. Well, we discussed the question of the Dominion Government taking it up, and we looked over the provisions of the Dominion Controverted Elections Act, and I am sure he told me the Dominion Government would pay the bill.

Q. Then, if Mr. Sifton told you the Dominion Government would pay the bill, would you say that you could hold Mr. Sifton or Manitoba liable?—A. Well, I always held Mr. Sifton liable and the result bore out my confidence.

Q. How?—A. He paid me.

Q. Not the whole of your bill?—A. If he has not I should be surprised.

Q. According to the information before me, according to these papers, you were only paid half of your bill?—A. I was paid in full.

Q. May I ask where you got your payment in full?—A. I do not know whether I am committing a breach of confidence between solicitor and client in answering that question.

Q. You say the Dominion was your client and we are all representing the Dominion here?—A. I was paid.

Q. Not by the Dominion Government?—A. No, I never got a dollar from the Dominion Government in my life.

Q. Who paid you?—A. I drew on Mr. Sifton and the bank honoured the draft.

Q. Does that fact induce you to change your idea of the liability of the Dominion Government in this matter, as to whom you were looking for pay; you did not look either to the Dominion or to the Manitoba Government; you drew on Mr. Sifton and you were paid?—A. Yes.

Q. Does that induce you to change your answer to the question as to who retained you and to whom you looked for your bill?—A. There was no written retainer. I did not worry my mind about it.

Q. And you looked to Mr. Sifton in the end?—A. I drew on him. I was not disposed to be banker for the Dominion Government and I told Mr. Sifton so. There were large sums of money paid out.

Q. Mr. Sifton drew on you occasionally?—A. Well, my firm, perhaps. The partnership was dissolved. I am not sure; he might have done so.

Q. As a matter of fact, you retained other counsel or solicitors, perhaps, as you call them? The names are here, and you will remember them, I suppose—F. C. Wade, O. H. Clark, T. L. Metcalfe, Richards & Bradshaw, and W. E. Perdue?—A. Yes.

## Public Accounts Committee.

Q. You retained them?—A. Yes.

Q. What became of their accounts? Were they paid?—A. I gave them a memo. I looked over their accounts and tried to settle them on the basis upon which the Dominion pay their agent there—so much a day when in town and so much when out of town, and fixed their accounts at that.

Q. As a matter of fact, they were paid in the same way you were?—A. I did not know that.

Q. They got the amounts you certified?—A. If you are willing to take what you hear people say. Some of them told me they were paid in full.

Q. You are aware that some of their accounts were not taxed in full—not allowed in full?—A. I saw that in the newspapers, which was the first I had heard of it.

Q. Notwithstanding that, they told you they were paid in full?—A. They were paid previously. I advanced the money or my firm for them. They were young men and not able to pay out large sums for travelling and other expenses.

Q. Do you remember about the stage of the case when you retained these gentlemen?—A. It was after I had accumulated the evidence and I saw that it was not possible for me to do it alone, and I had to have assistance, and I am inclined to think that I discussed the matter with Attorney General Cameron, and I was told to retain what assistance was necessary. The Attorney General had changed. Mr. Sifton had become Minister of the Interior.

Q. Then you retained these gentlemen under instructions from the Attorney General of Manitoba?—A. Well, if you put it that way. They told me to go on and get the necessary assistance.

Q. If you were told by the Manitoba Attorney General to retain certain gentlemen in the case—A. Well, he told me to get what assistance I required.

Q. And you acted under his instructions?—A. Of course; I would not go to that expense without instruction.

Q. And you got your instructions from the Attorney General of Manitoba?—A. I acted on his advice. I thought I should consult some justice department.

Q. And so the accounts came in somewhere about the end of 1896?—A. Likely.

Q. Now, you also consulted Mr. Greenway in this matter?—A. Mr. Greenway?

Q. Yes. I will refresh your memory. In your account there is an item, July 7th, “attending Mr. Sifton and Mr. Greenway at their rooms, discussing the matter, one hour.”—A. I presume I did if it is there, but I have forgotten it. I was very nearly saying that I had not consulted Mr. Greenway.

Q. Would that be your clerk’s ingenuity again?—A. No, whenever a name is mentioned I put it down.

Q. Did you meet him as Premier or as a member of the Liberal party?—A. I am not sufficiently in the inner circle of the Liberal party to be always taken into their confidence.

Q. From the nature of the interview you will be able to tell me?—A. I would discuss it with him in connection with Mr. Sifton because, whenever I met anyone and discussed the matter, Mr. Sifton was present. I probably put the two there as the two were present.

Q. You are not able to tell me in what capacity you met him?—A. Mr. Greenway gave me no assistance, he is not a lawyer.

Q. It would not be violent presumption on my part to say that he was there acting as a Liberal?—A. It may be.

Q. On July 9th you have an item “attending the Attorney-General with Shoemaker and Cooper.” He is another detective, is he?—A. Would you just let me see the item. Oh, yes, he is a Winnipeg lawyer who was then assisting me.

Q. Was he retained?—A. I think I was going to get him to take up the Anderson case. I think Cooper was to take up the Anderson case. I saw that it was an important matter and got him to take the Winnipeg end.

Q. He dropped out, didn’t he?—A. I think so.

Q. He was a Liberal?—A. Yes, I think so.

Q. Now you will observe your charges for attending the Attorney-General. Do you mean anything by that in your entry rather than attending Mr. Sifton? Did you attend him then in his official capacity as Attorney-General?—A. I do not know.

Q. These words have no significance. They do not change at any rate your answers of a little while ago?—A. No. I do not want you to think for a moment that I did not expect that I was acting as an assistant in the Attorney-General's business because I deemed it to be the Attorney-General's business. If it had been a counterfeiting case which he had to take up I would be in the Attorney-General's service.

Q. I confess I am a little confused by your answers. I understood you to tell us that you had regarded Mr. Sifton as the man liable to you and that he ultimately did pay you your account in full which neither the Dominion nor the Manitoba Government have paid in full. I assume that you held Mr. Sifton liable to you?—A. The question of legal liability never entered my mind.

Q. So sometimes you made the entry as regards Mr. Sifton and other times as regards the Attorney-General. Did he make the payments in the same way? You know there were difficulties, as the correspondence shows?—A. There were no difficulties at all until after I was paid.

Q. You rendered your bills to Mr. Sifton you remember?—A. Yes.

Q. Not to the Attorney-General of Manitoba, Mr. Cameron?—A. No.

Q. That does not change your statement?—A. I think we sent duplicates of these accounts to the Attorney-General.

Q. You think you sent duplicates?—A. I think so, I remember seeing the book-keeper's entry.

Q. Will you look at your books and see if you rendered accounts to the Manitoba Government also?—A. I have also a memo., I believe, but I sent a copy of the disbursements to Mr. Cameron. When the prosecutions were going on it necessitated the expenditure of a great deal of money and my firm's bank account is not unlimited, and when it became a question of \$7,000 or \$8,000 I got the treasurer to assist me and we put in a joint note in the bank and discounted it, and took the money to Portage la Prairie and I think I sent to him a statement of how I spent that money.

Q. The Manitoba Government have never at any time paid you fees in this connection or promised you fees?—A. No.

Q. You did not as a matter of fact render it to them?—A. No, I never rendered it to them.

Q. You sent the account to Mr. Sifton?—A. Yes.

Q. And the Manitoba Government?—A. I never sent in the account to them marked exhibit "C." I do not think that went to the Attorney General's Department.

Q. Only the lump sum and the disbursements?—A. The disbursements I spent for witnesses. I think I gave a detailed statement of them.

Q. There is an entry here, 11th July:—"attending the Attorney General, Watson and Burroughs." Was not Watson a member of the Manitoba Government?—A. Yes.

Q. What was he doing there, what department was he in?—A. Public Works.

Q. Who was Mr. Burroughs, a member of the local legislature?—A. Yes.

Q. A Liberal?—A. Yes.

Q. Holding any official position?—A. No.

Q. What assistance could these give you, were they witnesses?—A. Yes, Mr. Burroughs gave me a detail of the alleged crookedness of a ballot in one division, I forget the name of it but it was where the deputy returning officer after the ballots were marked, each time before he put the ballot in the box opened up the ballot to the Conservative agent so that he could see which way it was marked, so that at the end of the day he said to the deputy returning officer, "you need not trouble to count up the votes, this is a statement of them," and that statement proved to be correct.

Q. Did Mr. Burroughs tell you this of his own knowledge?—A. Yes.

Q. Was he used as a witness?—A. I found out the facts of this from him.

Q. Was it of his own knowledge or what he had been informed?—A. What he had been informed.

## Public Accounts Committee.

Q. Was Mr. Watson able to assist you? Mr. Watson was a member of the government. He told you something too which he had heard?—A. Yes. I think I gathered information from all sources.

Q. Then on the same date 11th July, "attending Shoemaker, Ballantyne and Ferris, as to Carberry polls," was Mr. Ballantyne a member of the House?—A. He is a detective.

Q. And Ferris?—A. He described to me the way they managed the ballot at Pleasant Point.

Q. That is Mr. Ferris?—A. Yes, he is the man who lived in Carberry, I think.

Q. A member of the Liberal party too?—A. I presume so, but of course I do not know positively.

Q. Robertson, who was he? There is a charge here on the 13th July, one and a-half hours with him?—A. He is a detective.

Q. The charge was for instructing him to proceed to Carberry as a picture seller with full instructions and letters of introduction to gather evidence as to Clarke and Waller?—A. That, I think, was what Mr. Watson told me.

Q. He is still a member of the local government?—A. Yes.

Q. "Two and a half hours with Watson and Ashdown." Who is Ashdown? Is he a leading Liberal?—A. He is a Liberal such as I am—not wholly in the fold.

Q. Was he assisting in this matter?—A. I think Ashdown came to help me about this poll I have described—Hazard's.

Q. "Giving instructions to Ballantyne as to the irregularities of the poll in Dauphin?"—A. Yes, that is Hazard's poll.

Q. Ashdown was the candidate against Mr. Roche for this House?—A. Yes, and it was at one of these polls in Dauphin that this trouble took place.

Q. Then on July 17, I find Freeborn on the field. "All afternoon with the Attorney General and Freeborn?"—A. Yes.

Q. When did you first see Freeborn?—A. I must have seen him before that.

Q. The first time you have got him down is the 17th July?—A. I saw him before that and had many interviews with him, because there are scores of things not charged.

Q. Do you know when Freeborn left Canada?—A. I have been trying to think; the last I can remember of him was a few days before Dr. Rutherford's last election. He came into my office and asked for employment, and I told him I was done with him.

Q. Did the subject of his leaving Canada come up then?—A. No, never.

Q. Did you ever lay any information or cause any information to be laid against him?—A. Yes.

Q. At that time?—A. I think it was about the time the other informations were laid.

Q. Have any steps been taken on that information since?—A. No.

Q. Was any *nolle prosequi* entered?—A. I could not speak of that.

Q. You do not know that any was?—A. The information was laid, the warrant issued, and the whole thing abandoned, I think.

Q. You would not say though, Mr. Howell, that the matter has been formally ended as a criminal charge should be ended?—A. No.

Q. It was never brought to trial and you know of no action taken by the Crown to terminate the proceedings?—A. No, just as in a lot of other cases, we simply dropped out.

Q. In that connection, have you any reason to believe that Freeborn is out of the country?—A. I have every reason to believe he is out of the country, and I telegraphed here to that effect. It is but fair to say this, that the next day after I telegraphed, Mr. Colin Campbell, a very respected citizen of Winnipeg, came to me and told me that I was wrong, that he had seen him in town three days before. Just for fear that it might be said that I deceived this committee, I sent a man to hunt around Freeborn's old haunts, and that man, after careful search, said that he had not been in the city for months. I thought that Mr. Campbell might have him up his sleeve at Winnipeg.

Q. What is the character of these haunts?—A. Boarding houses—respectable houses.

Q. Do you think he was a respectable style of man?—A. He always stayed at respectable places. I have nothing to say against this man's character.

Q. You caused an information to be laid and a warrant to be issued for his arrest?—A. Yes.

Q. On what charge?—A. On the charge of inciting deputy returning officers to stuff ballot boxes.

Q. So that on the 18th July, when you had this one and one-half hours with Freeborn, Freeborn knew this warrant was out and these criminal proceedings had been taken?—A. That warrant was not out for months after that.

Q. You cannot fix the date?—A. It was either in December, 1896, or January, 1897.

Q. About the time the other warrants went out?—A. Yes.

Q. Will you please state your purpose in connection with that proceeding; in other words, it was to keep him in hand was it not?—A. No, it was perhaps not strictly what it ought to have been. It was to protect him, I was afraid they would kill him. I had him under arrest and I had policemen go around several places to guard him because he had been attacked and knocked down a couple of times, and I was afraid they would kill him.

Q. Who laid the information?—A. I am inclined to think it would be Elliott, the man who laid most of the informations.

Q. Where did he get the facts on which the information was made out? Were the facts sufficient to warrant his arrest?—A. He told me them himself; he produced the ballots.

Q. It was on information he gave you himself that you caused this information to be laid?—A. Yes, he applied first for leave to carry a revolver, and as I had a strong objection he laid the matter before the Attorney General who agreed with me. I had my mind made up that it would be better to arrest him.

Q. It was on the information that he gave to you. Do you recollect the substance of the conversation when he gave you that information, and the condition that he sought to impose upon you in connection with the use of that information?—A. This information about the ballot boxes?

Q. Yes.—A. There was no condition; I think he gave me the information first when he showed me how it was done and told me the whole story, I think, in the presence of Mr. Sifton. I am certain that it was in the presence of Mr. Sifton first.

Q. Is your memory sufficient to enable you to say positively that he did not at any time in giving you information say that it was given on condition that you would use it only for the purpose of unseating Boyd?—A. He did tell me that once when the trials were going on at the assizes.

Q. About what time were the assizes?—A. They would be in April, 1897.

Q. But up to that time he had never made any condition?—A. No, because he said when he was going before the jury: "I did not expect this; I thought that my information was only to be used to unseat Boyd, and I did not expect that I would get into all this trouble," because he had a pretty rocky time.

Q. You are quite clear that it was the first time that ever came up?—A. That was the first time.

Q. Did you ever tell Freeborn that these criminal proceedings would terminate in the event of his giving his evidence satisfactorily?—A. I do not quite understand you.

Q. We have spoken of criminal proceedings and of a warrant being issued?—A. That is against him.

Q. Yes. Did you at any time tell him that these proceedings would terminate, that the Crown would put an end to them in the event of his giving satisfactory evidence?—A. No.

Q. Nothing to that effect?—A. Oh, nothing, because he knew as well as I why I arrested him.

Q. To save him?—A. Yes.

Q. How would that save him?—A. I had a man six feet four to go round with him all the time.

## Public Accounts Committee.

Q. Could you not have had the saviour with him without the warrant? In what way did the fact of the man having a warrant protect him better than his six feet four of a protector?—A. It was an excuse for the man always to be with him. He wished the man to be with him always; he had received threatening letters.

Q. My difficulty is why this strong man needed a warrant. The man would just be as strong without the warrant?—A. Yes. He had to give a reason to his friends and the people around for the man being with him.

Q. But he would not wish them to know he was under arrest?—A. He was in very respectable company. There were some very prominent men under arrest.

Q. That is the only reason you can suggest?—A. Well, yes; it may have been an error of judgment.

Q. Did you consult Freeborn as to the advisability of his being put under arrest?—A. He came to me and asked to be allowed to carry a revolver, and we saw he was not the man to give a revolver to, being a hot-headed man, and the only thing we could see was to arrest him.

Q. Did he approve of that?—A. Oh, heartily.

Q. Are you aware that Freeborn is keeping out of the country on account of this criminal charge?—A. I believe if he thought he would be paid to Ottawa and back he would be only too glad to be here; that is my experience with him.

Q. I am given to understand that he is in Buffalo?—A. If you will allow me to give you the result of my inquiries, I think he is in Seattle. He lived in North Bruce. I know he did good work in North Bruce.

*By Mr. Mulock :*

Q. Had he a recommendation from North Bruce?—A. Yes.

Q. From whom?—A. From Birmingham.

*By Mr. Montague :*

Q. You know that is denied?—A. It may have been.

*By Mr. Mulock :*

Q. What Birmingham is that? Is his initial R.?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. Have you reason to believe that the Crown authorities in Winnipeg were besought by Freeborn to terminate these criminal proceedings?—A. Oh, I do not think so.

Q. Now, on the 18th, "one and a-half hours with Freeborn and the Attorney General discussing matters fully," that again is Mr. Sifton?—A. Yes.

Q. Who is Dr. Shaw that comes into the account on the same day?—A. Dr. Shaw is a medical man living in Carberry.

Q. Was he used as a witness?—A. No, but he gave me a lot of information.

Q. And is he a leading Liberal?—Oh, yes, he is a Liberal.

Q. In what case did he give information?—A. The Jew, Finkelstein.

Q. Was there any conviction?—A. He was committed for trial before the magistrate.

Q. But the case did not end in a conviction?—A. No, we just got a commitment.

Q. Did the case in which you got information from Mr. Watson end in a conviction?—A. We did not lay information in that case because it was only the case of exposing the ballot.

Q. Was a conviction obtained on the information you got from Ashdown?—A. That was at the same poll; we did not proceed further than investigation.

Q. Was a conviction obtained on the information you got from Mr. Sifton when he went fully into the irregularities?—A. Well, the information I got from Freeborn in his presence.

Q. Then Mr. Sifton knew nothing but what Mr. Freeborn told him?—A. He only knew what people told him.

Q. Did he give you anything?—A. When I got information, I laid it before him.

Q. Then he did not give you very full information on 26th June?—A. Well, as full as he had.

Q. You kept on getting information from time to time?—A. Yes.

Q. You cannot tell whether any conviction resulted from that information of 26th June?—A. I think all the Attorney General went into then was as to the method of the ballot stuffing.

Q. Afterwards you got the detectives? I suppose they were to get evidence?—A. Yes.

Q. And I suppose your instructions from Mr. Sifton on 26th June were to get these men and send them out over the country to look for evidence?—A. Yes.

Q. It was a sort of fishing inquiry?—A. Well, yes; all detective work is fishing.

Q. You did not get much on that fishing trip?—A. I think they ought to have put in jail fifteen men, and if it had not been a political matter, there would be fifteen men in jail. They stole a constituency.

Q. That is your opinion?—A. It has got beyond an opinion. I am like other men, but, oh, dear; there is no doubt about that. There is not any doubt that 200 Liberal votes were turned into Conservative votes: perhaps 300.

*By Mr. Mulock:*

Q. How was that done?—A. By taking Grit votes and transforming them into Tory votes. For instance, they made the Reeve of Lorne vote Tory for the first time in his life.

*By Sir Charles Hibbert Tupper:*

Q. How do you know?—A. He told me so.

Q. But you, as a lawyer, would not like that statement you made a moment ago to go down as evidence?—A. Well, I think we, as lawyers, get evidence that is incontrovertible.

Q. You have made a strong statement that would not be allowed in a court?—A. Well, I think it would.

Q. And would not they be placed in the notes?—A. I don't know about that.

Q. I want to call your attention to a report in the *Free Press* of Winnipeg of 23rd April, 1898, of a question asked in the legislature, and ask you whether it agrees with your understanding of the affair?—A. I was not there.

Q. Assuming it is correct, of course. Mr. McFadden asked: "Were the criminal prosecutions in connection with the late Dominion elections instituted by the Government under the advice of Mr. H. M. Howell?" Would you agree with that?—A. No; I suppose the Attorney General instructed me instead of me instructing him.

Q. You would not say then, as he did, that the Attorney General did not institute, on your advice, these prosecutions?—A. Well, they instructed me.

Q. It depends on the form of the question. They instructed you rather than you advised them?—A. Oh, they asked me to find if there was ground for prosecution. I gathered the evidence and they told me to go on and prosecute.

Q. Another question was:—"Were the criminal prosecutions instituted by the Government under the advice of Mr. H. M. Howell?" To that you would not say no, as the Attorney General did?—A. Well, I gathered all this information and laid it before them, and said there is a case, and they said go on.

Q. Then the report goes on to give this question:—"Was Mr. Howell retained by the government as counsel in said cases, and if so, what fees have been paid him or promised to him for his services?" The answer was:—"Mr. Howell was retained by the government of Manitoba in said cases with the sanction of the Dominion Government. He has not been paid any fees in connection with said cases by the government of Manitoba, nor has he been promised any fees." Would you agree with that?—A. I should think so.

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Q. Now, as a matter of fact, did you not know that the Conservative Government was in power at Ottawa on the 26th of June?—A. Well, I did not think anything about that.

Q. You remember election day, June 23rd?—A. I think it was.

Q. You also remember that the new government did not take office until July 13th?—A. I do not remember the date.

Q. Assuming that, would you still say that the answer I have read, that Mr. Howell was retained with the sanction of the Dominion Government, is correct?—A. You see at first I was retained not to prosecute, but I simply gathered the evidence and I think it was in the latter part of December they said “cause informations to be laid and go on and prosecute.”

Q. Who said that?—A. Attorney General Cameron.

Q. Then you got your instructions from the Attorney General of Manitoba?—A. He told me that and even if the Dominion Government instructed me I would not proceed without instructions from the Attorney General of Manitoba.

Q. He gave you instructions in December?—A. December, I think.

Q. I will refresh your recollection from your account. Here is an entry:—“December 14th.” Attending the Attorney General and Mr. Sifton, getting instructions to proceed—that is the date you got your instructions to prosecute?—A. Yes, they must have been together.

Q. Up to that time you were getting informations for prosecutions?—A. Yes, I would not lay an information until they told me to do so. There was some delay, I think, on account of the change in the department.

Q. Another question in this report of the proceedings of the Manitoba legislature was, “What other counsel, if any, have been retained by the government in connection with these prosecutions, and what fees have been paid or promised them respectively?” and the answer was, “Messrs. Perdue, Wade, Bradshaw, Clark and Metcalfe were retained to act with Mr. Howell. No counsel has been paid or promised any fees in connection therewith by the government of Manitoba, except as hereinafter mentioned in the case of Queen vs. Anderson tried at Winnipeg.” That is the answer?—A. Yes.

Q. What distinction as to instructions and authority and payment is there between the cases you have been referring to and the case of the Queen vs. Anderson?—A. Well, we got that case ready for trial and we ran out of lawyers and I got the Attorney General's Department to take that up themselves and am pretty sure the deputy took that.

Q. How did you run out of lawyers?—A. Well, our constituency is so vast.

Q. You had not enough to go around?—A. We had not enough to go around.

Q. Of your lot?—A. Well, I suppose.

Q. Who is the Deputy Attorney General?—A. In Ontario each county has its county attorney, but with us the Deputy Attorney General administers justice all over the province. We have no county attorneys and it is all done from the Attorney General's Department, and I said to them, you will have to provide someone for this Winnipeg case as I cannot take it up.

Q. And that was managed by them?—A. Yes.

Q. And were they paid?—A. Of course I obtained the information that Anderson had schooled these deputies.

Q. There is no other case that occurs to you?—A. Was Mather's name not mentioned?

Q. No.—A. Mather rendered me a bill in connection with the Winnipeg case after I had finished up and I feared to add to the burden, and I think it was a long time before he was paid.

Q. Mr. Cameron was not paid anything?—A. No.

Q. Though he acted in one?—A. No, his deputy acted as in an ordinary criminal trial.

Q. Then this report goes on to give the following question: “Against whom were informations laid in connection with the above offences?” and the answer given was as follows:—“Prosecutions were instituted against the following persons: Russell Herri- man, Charles Brooks, Moses Finklestein, James Waller, Thomas Anderson, William



Clark, Henry Waller, Fred. W. Brown, George Saunders, William Renwick, W. J. Hamilton, Moses McFadden, William Mawhinney, Malcolm Orr, James McDole, Robert Roberts, Abram Dennison, W. J. Parker, N. Scammell." That is probably a correct statement?—A. Are there two Andersons there?

Q. Only one, I think.—A. There were two Andersons. I can correct it that far.

Q. Except that, the statement is correct?—A. I think so.

Q. The report goes on with the following question: "In what cases, if any, did the magistrates dismiss the charges?" and the answer was: "Queen vs. Herriman, Queen vs. Fred. W. Brown, Queen vs. Robert Roberts, Queen vs. Moses McFadden, Queen vs. Abram Dennison, Queen vs. W. J. Parker, Queen vs. James Waller. In the case of Queen vs. Scammell the accused confessed his guilt." Is that correct, according to your memory?—A. Yes, with this variation, that in several of these cases I called them off. I thought it would cost too much and told them to abandon them.

Q. Then the report goes on with the following question: "In what cases, if any, did the Crown proceed against those committed at the assizes?" and the answer given was: "Cases were selected as representative of what had been done in Macdonald, viz., Queen vs. Saunders, Queen vs. William Clark, Queen vs. Henry Waller, Queen vs. William Mawhinney, and Queen vs. Thomas Anderson." Is that correct?—A. I think so.

Q. "In what cases, if any, did the grand jury bring in true bills?—A. Queen vs. Saunders, Queen vs. Clarke, Queen vs. Mawhinny, and Queen vs. Thomas Anderson."

That is one, two, three, four. Is that about correct?—A. There is only one Anderson there, is there not? But there are two Andersons.

*By Mr. Mulock:*

Q. One is a Winnipeg case and may be answered later on?—A. Oh yes, perhaps it is there.

*By Sir Charles Hibbert Tupper:*

Q. The next question is, "In what cases, if any, did the Crown procure a conviction?" That was answered, "the case of George W. Saunders; in one of the other cases the jury acquitted the accused and in the remaining two they disagreed. In one of these cases they disagreed twice." Is that about right.—A. Yes, except of course the Anderson one in addition.

Q. Now can you tell me what system you adopted in connection with laying these informations and bringing these people before a magistrate. Did you take them before magistrates in the district where the accused resided?—A. Well, I think the plan I took was this. There were so many prosecutions that I could not take them all at once and I think I rather took the magistrate to the men than the men to the magistrate. I got the best magistrates in the district. Police magistrates in every case. They were Cameron and Dawson—

Q. So far as my question goes you need not name them, but at any rate that was an unusual course, was it not?—A. I do not suppose it would be an unusual course if there was an unusual amount of crime, all of the same nature.

Q. It involved a great deal of expense, did it not?—A. No, it materially saved expense. I put one lawyer with each magistrate.

Q. How far did the magistrates travel?—A. I had one go down the Manitoba and South-western line.

Q. How far did he go?—A. He went to Glenborough, say about 120 miles.

Q. Were there magistrates in the district to which he went?—A. I should think there would be.

Q. Who usually deal with these cases?—A. I think not. Our magistrates—

Q. Is it, then, usual to travel 120 miles to lay a criminal information?—A. He took other cases on the road.

Q. But is it usual?—A. It would be unusual, but he took other cases.

Q. At any rate you took magistrates?—A. Yes.

Q. And they were unquestionably good magistrates?—A. Yes.

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*By Mr. Foster :*

Q. I would like to have that sentence finished. I would like to have the witness' opinion of the magistrates?—A. I have no objection. They are as good as any new country can get.

*By Sir Charles Hibbert Tupper :*

Q. Who appointed these magistrates?—A. I suppose they were appointed by the Government.

*By Mr. Sifton :*

Q. I think I appointed them?—A. Were not there any old Norquay men there?

*By Sir Charles Hibbert Tupper :*

Q. I see they say the Government of Manitoba paid nothing for witness fees in the above mentioned cases, except in the Saunders case where \$90.40 was paid for witness fee. Why did they pay in the Saunders case?—A. I did not pay all that. I paid an enormous sum, but I did not pay one half of the witnesses nor one-quarter of them.

Q. Why did they pay them?—A. They threatened to sue me or somebody else and they paid the amount in order to settle the squabble.

Q. Then this answer would be correct? “Q. What monies have been paid in connection with these prosecutions for witness fees to date?—A. The Government of Manitoba paid nothing for witness fees in the above-mentioned cases except in the Saunders case.”—A. Yes.

Q. And this is correct: “Q. What monies have been paid for counsel fees to date?—A. The Government of Manitoba paid nothing for counsel fees in the above cases.”—A. They did not pay me; I do not think they paid me.

Q. And this question: “Q. What is the total amount which these prosecutions have cost to date?—A. The total amount which the above prosecutions have cost the Government to date is the sum of \$270 and a proportionate part of the juror's fees in such cases as were tried at Portage la Prairie. Further information on the subject must be obtained from the department at Ottawa.” Now, you had no information whatever that the Department of Justice here was the prosecutor?—A. No.

Q. No instructions and no direct evidence?—A. Well, I understood it. Once I met the Minister of Justice here and discussed the matter with him.

Q. When was that?—A. Just let me look at the account and I think I may be able to tell. It would be between the convictions before the magistrates and the sittings of the assizes at Portage la Prairie. I discussed the whole thing with the Minister of Justice.

Q. About what date; about what month say?—A. I would say in February.

Q. February, 1897?—A. I think I met you here.

Q. When you were arguing in the Supreme Court?—A. Yes.

Q. That was Sir Oliver Mowat whom you met?—A. Yes.

Q. What was the necessity to consult him then?—A. The appalling expenses that I saw before me. I saw before me great expenses and hesitated to go on with it because bringing witnesses in our province such vast distances costs so much money that I hesitated.

Q. You saw Sir Oliver Mowat?—A. I saw Sir Oliver Mowat, Mr. Sifton and several ministers here and pointed out to them the large expenditure already incurred, and the question was whether we had better drop it.

Q. That is the consultation you referred to?—A. Yes.

Q. You happened to meet them where?—A. I met them by appointment in some office, Mr. Sifton's office, I think.

*By Mr. Sifton :*

Q. You met Sir Oliver Mowat, Mr. Blair and myself?—A. Yes, Mr. Laurier was there too, and Mr. Fielding.

Q. I remember Sir Oliver Mowat, Mr. Fielding and myself. Sir Wilfrid Laurier was there, was he?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. You told these members of the Government that the expenses were going to be enormous?—A. Yes.

Q. And they had already had to pay very largely?—A. Yes.

Q. And your suggestion, your advice to them was to drop the matter?—A. No, that was not my advice.

Q. What was it?—A. I told them a great wrong had been committed, that a constituency had been stolen, but I hesitated before the appalling expense.

Q. Was anything said as to who should bear that expense ultimately; the Manitoba Government or the Dominion Government?—A. I am sure it was said in my presence that the Dominion Government would stand it.

Q. So in February, 1897, it is clear that the Dominion Government had assumed the expense?—A. I have no doubt about it.

Q. You are aware that anterior to that the Dominion Government had supplied some funds to meet these expenses?—A. I think the Dominion Government had prior to that. We had paid large sums of money out of our own pockets before we got any back and I got \$3,000 some time.

Q. There is no entry of that conference at Ottawa.—A. I dare say; I did not charge lots of things or make entries of them.

Q. You were here at the Supreme Court; perhaps that was your reason?—A. It may be that.

Q. You did not regard that as a charge?—A. It may be that.

Q. Attending the Supreme Court for a private client?—A. Yes.

Q. Sir Oliver Mowat was there on that occasion?—A. Before the interview at Ottawa I had received from Mr. Sifton \$3,000, he told me, from the Dominion Government.

Q. How did he come to tell you that it was from the Dominion Government. Did you show any curiosity?—A. He said: "I have just got this from Ottawa," or "from the Dominion Government, and be careful and keep down expenses," or something of that kind.

Q. Would you be able to say when that was?—A. I can give you the exact date if I can find the copy of my account.

Q. Perhaps this will assist you. Here is a telegram to the Auditor General:—

"RAT PORTAGE, 10th December, 1897.

"The Auditor General of Canada,

"Ottawa.

"The firm of Archibald & Howell received from the Hon. Clifford Sifton the sum of \$3,000 on account of ballot box prosecutions last autumn.

"S. M. HOWELL."

(Exhibit "Q.")

A. Yes, but that does not give you the date.

Q. It is December, 1897.—A. Yes, that is long afterwards. When the assizes were sitting at Rat Portage I received a telegram from the Auditor General and I sent this in reply to it. I got that money on the 23rd October, 1896—just so much then.

Q. This telegram is dated 1896?—A. No, it is 1897, a year afterwards. You see the Auditor General wanted a voucher for the \$3,000.

Sir CHARLES HIBBERT TUPPER to the Hon. Mr. SIFTON: Q. Was the \$3,000 referred to in the telegram of the 10th of December, 1897, from Mr. Howell to the Auditor General paid out of the \$6,964.41 placed to your credit by the Government.

Mr. SIFTON—A. No, it was not. This \$3,000 was sent to me while I was Attorney General of the Province of Manitoba. It came from the Minister of Justice.

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Immediately upon receipt of it I sent for Mr. Howell, handed the money over to him, told him it was a fund received from the Minister of Justice for the purpose of being used in connection with the ballot prosecutions. I got a receipt from Mr. Howell, or Mr. Howell's clerk, or bookkeeper, I am not sure which. I apparently forgot or neglected to forward that receipt to the Department of Justice, and a considerable time after I became a member of the Dominion Government the Auditor General called one day, I think it was at my office, or saw me on the street, at any rate he saw me, and said that this \$3,000 had been charged against me and that there was no receipt or voucher put in for it. I had supposed that I had sent the voucher forward. I said I would possibly have some difficulty if I had not sent it and that the simplest way would be to write or telegraph to Mr. Howell who knew about it and he would certify that he had received the money. I subsequently saw the Auditor General. My recollection is that he said that he had received the voucher or the certificate or whatever was necessary.

*By Sir Charles Hibbert Tupper :*

Q. What was the total amount of the accounts that you rendered? Can you tell me that?

Mr. HOWELL—A. I think so. Do you want them in detail? I can give them in detail.

Q. No, the lump sum, showing what you rendered and what you were paid.—A. Me, personally?

Q. Yes, first. It is Archibald & Howell here.—A. Yes, I did most of it. My firm's rendering was \$15,428.08.

Q. That is disbursements and counsel fees?—A. Yes.

Q. \$5,000 for counsel fees?—A. Yes.

Q. And the balance disbursements?—A. Yes.

Q. How much of that was paid?—A. The whole of it.

Q. And when was the last of it paid; by what time was it all paid?—A. 27th March, 1897.

Q. And the accounts, it appears, were taxed on the 27th December, 1897, and you were paid your full account in March that year?—A. Yes.

Q. So all this deduction did not affect you?—A. I did not know of it until a few days ago.

Q. You knew your bills were complained of?—A. I did not know that till long after it was paid, and I did not know there was any complaint then; there was some question about them, but they should not be complained of.

Q. Now, how much did you pay Freeborn out of all this money?—A. That was entered in a general account among witnesses' fees.

Q. A "liberal allowance" you call it here?—A. Well we had to give him a pretty liberal allowance.

Q. Why had you to give him a pretty liberal allowance?—A. Well, he was doing nothing and he had to live, and it was an everlasting fight between Freeborn and I as to how much he could get from me and how little I could get him to take. He would go away and run up bills and then draw on me, and I had to meet his drafts.

*By Mr. Foster :*

Q. Who came off best?—A. I think he did.

*By Sir Charles Hibbert Tupper :*

Q. What was he doing for a living?—A. I think he was making a living out of elections. He had been in the local elections previously and told me how he made money out of that, and he made some money out of Mr. Boyd.

Q. How much did he get out of you?—A. These are my bookkeeper's figures: In the year 1896 he got \$185 from my firm; I am swearing to this by my firm's books,

most of the payments were paid by my firm. He got \$185 from Archibald & Howell in 1896, and he got \$269.35 from me personally in 1897; in 1897 I took the paying of him because I thought he was bulldozing my bookkeeper.

Q. He did better with you?—A. No, I paid him for a longer time. And then there is another sum of \$350 that was paid him. Now, that is as near as I can tell, I think it is absolutely all he got, \$804.35.

Q. Between what dates?—A. That would be the first time I saw him, probably some time in June.

Q. Say between the 1st July, 1896, and when?—A. He came to me after the assizes with a bill for \$54.35 which he showed he paid out for livery hire and other things.

Q. What was the date of the assizes?—A. Some time in March, 1897.

Q. Was he from December till March in the custody of the constable?—A. Not all that time. Some of that would be expenses.

Q. Was not that paid between December and March?—A. No, considerable of it was paid before that.

Q. You have not a copy of the dates?—A. No, that is what my bookkeeper gave but I have the receipts (produced).

Q. Are these the originals?—A. That is the bookkeeper's writing, but I swear that it is Freeborn's signature.

Q. This one is dated 26th December, 1896?—A. That is not the first one.

Q. You might just read those out so that they will go down in the evidence?—A. This is the receipt from Freeborn: "Received \$30 on account, 26, 12, '96." The next one is: "Received \$25 on account, 8, 1, '97." The next is of the 15th of February, 1897, "Received \$15 on account."—"Received \$20 on account, Feb. 23, 1897."—"Received \$15 on account, 30, 1, '97."—"Received \$15 on account, March 26, 1897."—"Received \$30 on account, March 1, 1897."—"Received \$20 on account, March 19, 1897."—"Received \$20 on account, March 10, 1897." April 13, 1897. The sum of \$54.35 in full of balance due for witness fees in ballot box cases. J. A. Freeborn." The receipts before that are all here, I think.

Q. Why did you not send these forward?—A. You will have to ask my bookkeeper. I was surprised to find they were not sent forward.

Q. In your letter of the 27th March, 1897 (Exhibit "A") you say, "the witness fees I cannot give vouchers for"?—A. Those were paid in Portage la Prairie by me and a lot of other witness fees. The only man I took receipts from was Freeborn, because I did not want to have any trouble with him, and I said there were no other vouchers with reference to others.

Q. But your books will show all amounts paid to Freeborn and the others?—A. Yes.

Q. These receipts do not make up the full payments to Freeborn?—A. The rest of them are on file here. You see these are only vouchers for what I paid personally.

Q. I do not think there are any vouchers of Freeborn's on file?—A. I can give you the information, I am sure of that. Here they are. I could give you the details since the first of January exactly.

Q. Give us the particulars?—A. Of the Freeborn ones?

Q. There are none here?—A. When I went to Portage la Prairie, I took a sum of money with me and one of those pocket receipt books. I was short-handed and any man I was afraid of I took a receipt from him, and I have here a return I made to my office which I think is correct. The Freeborn ones are:—1st January, \$30; 8th January, \$25; 15th January, \$15; 23rd January, \$20; 30th January, \$15; 6th February, \$25; 26th February, \$15; 1st March, \$30; 10th March, \$20; 19th March, \$20, and then that final payment in full. Then there are certain railway tickets. I may have got them for him because I would not give him any money to pay his way because he would spend it and I would have to buy his tickets for him.

Q. Was he drinking?—A. Yes. I had to be careful of him, so that there is a charge for railway tickets, \$32.50, which may be for him. I could not say. The date is 1st February, C. P. R. tickets, \$32.50. The year in all these cases is 1897.

## Public Accounts Committee.

*By Mr. Wood:*

Q. What is the date of that final payment?—A. 13th April.

Q. That was the last payment?—A. Yes. He came in afterwards and tried to show me that I had made a mistake, but I would not pay him any more.

*By Sir Charles Hibbert Tupper :*

Q. How?—A. He said he had hired a livery team which he had forgotten in his accounts, but I would not pay him.

Q. Have you any other vouchers for witness fees?—A. Yes.

Q. What you have read off are not vouchers but are simply taken from the books?—A. I have receipts for them.

Q. Will you give us the items paid to other witnesses?—A. G. H. Walker, §25. I may explain that he was the prothonotary of the court and to him the ballots and election papers were sent by the Clerk of the Crown in Chancery, and it was necessary that he should go round to the courts with these original documents to produce them before the magistrates. He was paid as follows :—

January 11.....	\$25 00
“ 19.....	15 00
“ 29.....	10 00
“ 29.....	5 00
February 2.....	10 00
“ 17.....	12 00

Q. What were these paid for?—A. He had to go to the magistrates' trials to produce the original papers.

Q. But these are not witness fees?—A. Yes. I paid his expenses to get around.

Q. But this is a prothonotary, not a witness?—A. Yes. The Prothonotary of the Court of Queen's Bench was made the custodian of these papers by your Clerk of the Crown in Chancery and he would not let them out of his custody, and that is all his witness fees at the magistrates' trials. That is in addition to his witness fees at the assizes that I have not a voucher for. I kept a memorandum of everything I paid in my pocket-book as I paid it. I kept the names and checked them over.

Q. Were these entries in?—A. I have not got them. I simply returned them to my office. There was a man named McDonald in Portage la Prairie who purchased railway tickets. I gave him \$500 at a time and checked his payments.

Q. There is an amount to some one. Didn't you keep account of the bills as they came in?—A. I rendered them to my bookkeeper.

Q. The details?—A. Only the gross sum. I checked all McDonald's figures each day.

Q. So that all the books show will be the bulk sum entered by the clerk?—A. There is no memo. now made out. The amount was \$3,533.20.

Q. And there is no memo. outside of that to show how it is made up?—A. There is no memo. outside of that. You have to take my word for them. I checked over the payments of McDonald and others who made the payments and I checked them over to see that they were right. No doubt the sheriff's office paid some of them. We paid over \$1,200 witness fees in one suit. We had to bring the witnesses, about 100 witnesses, from Treherne to Winnipeg and from there to Portage la Prairie for two sittings, and when they appeared before the grand jury and before the petty jury in two cases.

Q. Can you give the dates of the Freeborn payments?—A. I think I can give them. My firm paid Freeborn on the 12th September, 1896, \$160 and somebody must have told me to pay it, because no payments were made without my direction by my bookkeeper.

Q. Who was the person?—I think it must have been Mr. Sifton. Prior to that there was a payment made to him that Mr. Sifton will give you the particulars of.

*By Mr. Sifton :*

Q. There was no payment made by you prior to that?—A. No.

*By Sir Charles Hibbert Tupper :*

Q. But he was being paid by someone?—A. Yes. There is the entry of the 24th October.

Q. Were any made previously?—A. I cannot tell how long previously but I know payments were made.

Q. What is the amount of that payment of the 24th of October?—A. \$350.

The committee adjourned.

HOUSE OF COMMONS,

FRIDAY, 27th May, 1898.

The Committee met,—Mr. McMullen, Chairman, presiding.

Mr. HOWELL, recalled, was further examined by Sir Charles Hibbert Tupper, as follows:—

Q. When we stopped yesterday you said you thought you could give the dates of the Freeborn payments. Would you continue?—A. According to my notes, which I think are absolutely correct—

Q. Taken from your book?—A. From our ledger. I have no doubt it is accurate. On the 12th of September, 1896, there is a payment of \$160, and on 24th October, \$350.

Q. That is all?—A. That is all. I have a detailed statement of all his payments made up. Yesterday I gave you a detailed statement which my bookkeeper made up of the total amounts paid in 1896 and 1897.

Q. Yes, and I put the question: can you give dates?—A. I think these payments of \$160 on 12th September, and of \$350 on 24th October, were all in 1896.

Q. Then the only other dates you know of are those you gave in connection with the vouchers produced?—A. I think after 1st January I paid every payment myself, and I can speak for those. The last receipt is in my own handwriting.

Q. Did you bring with you copies of letters written by you to Mr. Sifton, for instance, in connection with this matter?—A. I do not think I did.

Q. Did you bring with you letters from Mr. Sifton to you in connection with this matter?—A. No, I do not think there are any, unless a formal letter acknowledging receipt or something of that kind.

Q. I call your attention to a letter which indicates that there was correspondence, not during the progress of the thing, but in connection with the bills; for instance, there is a letter of yours on file written in May, 1897, to Mr. Sifton, and you refer in that to his letter of 12th May (exhibit "F" handed to witness)?—A. Oh, yes, that letter was—

Q. I did not ask you what it was. Have you a copy?—A. No.

Q. Have you Mr. Sifton's letter of 12th May referred to in your letter of the 18th of May?—A. No.

Q. You mean you have not it here?—A. No.

Q. Have you it under your control?—A. It would be either among the papers I carried to my own office or in the firm's office. I can tell you the contents of that because I remember it distinctly.

Q. You understood you were to bring all correspondence touching these accounts?—A. The telegram said all books, papers and accounts.

Q. Relating to these prosecutions?—A. Yes.

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Q. And you did not hunt for the letters you had?—A. No, I did not think that could possibly arise.

Q. What did you bring?—A. Copies of every entry respecting the money matters and I assumed that that was all you wanted and that was everything I could think of.

Q. But no letters?—A. I do not think I brought any letters.

Q. You remember then you had some correspondence with Mr. Sifton? You remember that now having looked at that letter?—A. I know that Mr. Sifton sent me a letter from Sir Oliver Mowat.

Q. Have you that letter?—A. No.

Q. Is it in your control?—A. I can get it, I have no doubt.

Q. But you have not brought it with you?—A. No, I have not. It is simply a letter inclosing one from Sir Oliver Mowat. I am quite sure of that, sir.

Q. On this question of correspondence I suppose that letter of May the 22nd from Mr. Sifton to Sir Oliver Mowat (exhibit "T") refers to that letter of May 18th?—A. I suppose so, yes.

Q. You know of no other letter it would likely refer to?—A. I know of no other.

Q. Now, would you look at this letter signed by Mr. Sifton (exhibit "U\*")?—A. That letter reads:—

*(Personal.)*

OTTAWA, 8th May, 1897.

The Hon. Sir Oliver Mowat.

Minister of Justice.

Ottawa.

DEAR SIR OLIVER,—I inclose you herewith letter from Messrs. Archibald & Howell of Winnipeg, covering the detailed bill of costs of Messrs. Richards & Bradshaw for their fees in connection with the ballot box prosecutions.

Yours faithfully,

CLIFFORD SIFTON.

Q. What is the date of that?—A. 8th May.

Q. What does this second letter refer to? I thought at first it referred to exhibit "A" of the 22nd March.—A. This is evidently a bill of costs of Richards & Bradshaw.

Q. Would you read it?—A. The letter reads:—

WINNIPEG, MAN., 4th May, 1897.

The Hon. Clifford Sifton,

Minister of Interior,

Ottawa, Ont.

DEAR SIR,—We inclose you herewith detailed bill of the costs of Richards & Bradshaw for their fees in the ballot box cases. The bill as rendered amounted to \$1,054.22. We have taxed off the sum of \$25, leaving the sum of \$1,029.22. For this sum they have drawn upon you. With the bill we inclose vouchers for their disbursements which amount to the sum of \$549.22.

Yours truly,

ARCHIBALD & HOWELL.

That would probably be written by my bookkeeper.

Q. I now find on the file the letter evidently to which that refers?—A. I do not suppose I ever saw this before.

Q. Whose signature is that?—A. Mr. Shanks', my bookkeeper.

Q. The same gentleman who made the entries you spoke of yesterday in the ledger?—A. Yes, I may say that I examined Richards & Bradshaw's bill before it was sent. I examined, myself, each one, and so made it certain that they were correct and just. No doubt the bookkeeper sent them down.

Q. Exhibit "B" is a report of the cases tried at the assizes?—A. Yes; that is one drawn up by myself.



Q. Did you prepare that?—A. Yes, I prepared that. There are some other corrections on it in my own handwriting.

Q. Now, will you kindly state which trials you were present at?—A. I was present of course at all the assize trials.

Q. Will you kindly state them? I will give you the list. You can tell probably from your report. It does not state here specifically?—A. I was present personally at the trial of all the cases at the assizes, and I conducted all those before the grand jury that I could conduct.

Q. That is what I want to get more definitely, if I can. You were present at all the trials before the assizes?—A. Yes; before the grand jury also. The grand jury room immediately adjoins the assizes room, and I frequently left the assizes court and would run into the grand jury. Sometimes I appeared before the grand jury all the time.

Q. Can you state which cases you personally conducted before the grand jury?—A. I conducted the first one I know, because there was no other to go on with; and the Saunders case, I conducted that.

Q. The Queen and Saunders?—A. Yes. Then the Queen and Clarke, I was present during the most of that, but I will not say that I was present for the whole of it. The Queen and Henry Waller, I was there before the grand jury and explained some principles of law. I was called in for that purpose. The grand jury would not take the law of my junior. The grand jury were a little bit troublesome. Mr. Boyd's brother was on the grand jury.

Q. Will you answer as to which cases you attended the grand jury?—A. The case of Henry Waller. I explained the questions of law, those questions that troubled lawyers as well as jurors. The chief question was whether a voter should be permitted to say how he voted, and second, whether he could be compelled against his will to say how he voted. Then came the question of how a man voted. That is his ballot.

Q. Unless some other member of the committee wants you to amplify your answer, Mr. Howell, the answer to my question would be short, simply the cases before the grand jury?—A. Yes.

Q. I mean where you would be familiar with the matter. The cases before the grand jury where you took charge?—A. I was before the grand jury in every case.

Q. That is part of the time?—A. Part of the time, yes.

Q. You began telling us the cases that you conducted?—A. The Queen and Saunders entirely. The Queen and Clarke chiefly. The Queen and Waller, I was there a portion of the time, I would not say how much. The Queen and Mawhinny, I am pretty sure I was there pretty well through it all.

Q. The next one?—A. I do not think I had much to do with the others except looking in and out.

Q. How many cases did you conduct before the magistrates?—A. I do not think I conducted wholly and completely any one, but I was present I think at stages of every one.

Q. For any time or just putting in an appearance?—A. Sometimes for a day, for instance if there was a tangle they would telegraph for me. I was going all the time, either driving or by train, and I took with me Mr. Walker who carried the election papers. He had to give evidence in every case.

Q. But you conducted none of them all through?—A. I do not think I did wholly.

Q. That is all I have to ask you.—A. In justice I think I should make an explanation if you will allow me. We have charged for the payment of two dollars, which is a small sum, but still it had better be made straight. That was paid by remitting a money order and that money order since then has been returned to us and I have the money order here. We do not own it but it belongs to someone.

Q. Who owns it?—A. I think the man who paid the bill ought to own it. You can settle for yourselves who that is. Another thing; I find I have a voucher here. I said I had no voucher but I did not remember the voucher that was obtained afterwards for monies that I paid the railway company for tickets. I wanted to bring all the witnesses from some point and I became personally responsible for the price of the

## Public Accounts Committee.

tickets. I paid it and then subsequently got a receipt. I did not know that the book-keeper had this voucher. It is for \$464.

Q. You have referred to Mr. Boyd. He was the member for what constituency after the last general election in Manitoba?—A. For Macdonald.

Q. There was a petition filed against him?—A. Yes.

Q. You conducted the petition proceedings?—A. Yes.

Q. Do you remember the manner in which that petition came to the end in the court?—A. Yes.

Q. What statement did you make in court?—A. Really I do not recollect.

Q. Do you recollect?—A. If you will tell me on what line.

Q. What was done with the petition?—A. The prayer of the petition was granted.

Q. But did not the prayer of the petition ask for his disqualification?—A. Yes.

Q. What that granted?—A. No.

Q. What was said by you in reference to Mr. Boyd's personal conduct in that election, as counsel for the petitioner?—A. I never took note.

Q. How was the matter settled in court. Was it tried out?—A. Mr. Tupper, I think said that they admitted bribery by agents.

Q. Without the knowledge of Mr. Boyd?—A. Of Mr. Boyd; as that was sufficient to get the seat I accepted it.

Q. But what was your statement made in court in regard to Mr. Boyd's personal conduct in that election?—A. I do not think I made any. Certainly I did not say that I thought he was guiltless. You can depend upon that because I could not do so. I probably said that I accepted that.

Q. What was done with the petition?—A. It was granted.

Q. What about costs?—A. There were no costs. Now that you remind me I think Mr. Tupper and I had agreed that in all three cases Marquette, Winnipeg and Macdonald, the petitions should be discharged without costs.

Q. So it was voided without costs and the personal charges withdrawn?—A. Well I did not withdraw them.

Q. They were not upheld; there was no evidence given?—A. No, I did not give any evidence. The court requires some evidence and they furnished me with that evidence. They produced witnesses for me.

Q. You mentioned yesterday the name of a gentleman who is not here and as it is so near the end of the session perhaps there is no time to get him here now—Mr. Robert Birmingham. What is your personal knowledge of Mr. Birmingham's connection with Freeborn?—A. I do not know the man.

Q. You introduced his name yesterday?—A. Someone asked me. I had a telegram from Birmingham addressed to Boyd.

Q. You would not undertake, after what you know of Freeborn, to swear that that was a genuine telegram written by Birmingham to Freeborn?—A. Well, I think—

Q. Would you swear from what you know?—A. I think I took the trouble to find out that it was so.

Q. Would you undertake to say on your oath that it was a genuine telegram?—A. I think so.

Q. Will you undertake to swear that it was?—A. I would not swear from any man's word, but I will say that Freeborn, from the beginning to the end of these prosecutions, never once lied to me.

Q. Did the jury believe him?—A. The Conservative jurymen did not believe him.

Q. As a matter of fact you could not get a jury in Manitoba to believe him?—A. Oh, yes, one jury believed him because they convicted.

*By Mr. Foster :*

Q. Was the majority of that jury Grit?—A. No, I think it was about evenly divided, but they had not got pulling the lines at that stage.

*By Mr. Hughes :*

Q. My recollection is that it was distinctly denied at the time. What was the date of the telegram?—A. If I had the election papers here I could tell you. Speaking from memory—the elections were on the 23rd June—it was dated the day before Mr. Boyd employed Freeborn.

Q. And what was the date on which you saw it?—A. I must have seen it in July, I think. I think that Boyd employed Freeborn on the 23rd May, just one month before the elections.

*By Sir Charles Hibbert Tupper :*

Q. Do you say that Boyd employed Freeborn?—A. I only say what Freeborn told me. I should make this correction that Freeborn told me that Boyd employed him on the 23rd May.

*By Mr. Mulock :*

Q. For what purpose?—A. In the election. A day before that he received this telegram. What Freeborn said was this—I am telling now what Freeborn said. He went to Boyd for employment. Boyd said: “I do not know you;” Freeborn said: “Bob Birmingham knows me.” Then the next day he said: “Boyd came to me with this telegram and he produced the telegram and he handed me that telegram and he said, ‘you will do.’”

*By Mr. Lister :*

Q. What was the telegram?—A. “He was a good man in North Bruce.”

*By Mr. Sifton :*

Q. “A first-class man?”—A. Or “a first-class man”; I have the language here somewhere. It was lithographed in some of the local papers.

*By Mr. Hughes :*

Q. The impression I got from the evidence was that Freeborn had a telegram from Mr. Birmingham.—A. No; I was wrong if I said that. Boyd was going from Carberry to Neepawa; Freeborn intercepted him on the way and applied for employment. Boyd said: “Meet me at Carberry next night.” In the meantime Boyd had gone to Neepawa and the telegram had apparently reached him there. Freeborn met Boyd at Carberry and Boyd handed him this telegram and said “you will do.”

*By Sir Charles Hibbert Tupper :*

Q. That is what he told you?—A. Yes.

*By Mr. Clancy :*

Q. Have you any evidence except what he told you?—A. None except what he told me.

*By Mr. Sutherland :*

Q. Was it given in evidence that this man was an expert at changing ballots before putting them in the boxes?—A. Well, my instructions were—

*By Mr. Hughes :*

Q. From whom?—A. First from, I think, Mr. Sifton; he told me generally what was done and then he brought me in contact with Freeborn, who explained it all to me.

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*By Mr. Sutherland :*

Q. Explained what?—A. That he was an expert and that he and Waller worked it out between them.

*By Mr. Lister :*

Q. Worked out what?—A. This plan of manipulating ballots; that is, when you would hold the ballots—

*By Mr. Hughes :*

Q. It was currently said that this man Freeborn was a Conservative trained in Winnipeg by Liberal experts there and sent out as a decoy?—A. I never heard of such a thing.

At the request of Mr. Sproule, the following telegram summoning Mr. Howell was read by the Clerk of the Committee:—

“OTTAWA, 17th May, 1898.

“H. M. Howell, Q.C.,  
“Winnipeg.

“Take notice that you are hereby summoned and required to appear at Ottawa forthwith and give evidence before the Public Accounts Committee, House of Commons, respecting accounts relating to ballot box prosecutions, and to bring with you all letters, books, papers, documents relating to said prosecutions and accounts in your possession or under your control.”

*By Mr. Wood :*

Q. Had you any other evidence than that of Freeborn to begin the prosecution of these cases?—A. Yes.

Q. A large amount of money was expended. We say a large amount of this should not have been expended. I deem it right in laying a foundation to this question to say that you know as a lawyer that if there was only the evidence of an informer to rely on you would not bring the prosecution at all?—A. Probably not.

Q. I ask you do you think you had evidence, apart from that, to justify you in incurring this large expenditure?—A. Yes, and I would have been justified before a jury if it had not been for party feeling.

Q. Can you give me the nature of the evidence, apart altogether from Freeborn, the evidence you had upon which you relied for conviction?—A. Pardon me if I make an explanation. I submitted it all to Sir Oliver Mowat, and he thought there would be convictions, but I questioned it on account of its political nature.

Q. You questioned it yourself?—A. On account of its political nature the jury might disagree.

Q. Can you give me an idea of the character of this evidence?—A. Take the Saunders case. We had ballots initialled by Saunders. We had the actual ballots.

Q. Take other cases?—A. We believed we would have the ballots in two other cases, but we did not get them.

Q. Did you not know that before the indictment was drawn?—A. No.

*By Sir Charles Hibbert Tupper :*

Q. Do you mean to say you had evidence other than Freeborn's in other cases?—A. I had Scammell, who was one of the deputies instructed how to thimble-rig the ballots. He made the reeve of North Norfolk vote Tory.

Q. What other evidence had you?—A. I think I had the evidence of the men who gave him the ballots.

Q. You heard this evidence: Saunders went into the box and swore that he was never instructed by either Freeborn or Waller, and that he initialled those ballots to

enable Freeborn to get money from Boyd. That is your own report?—A. I did not know that until after the trial at the assizes.

Q. Don't you think that evidence helped to convict him?—A. I do not think it did. There was incontrovertible evidence that that was untrue, because there was one ballot too many in the box.

Q. How many cases did you lay before the magistrate?—A. I think fifteen.

Q. And you have now given me your strongest evidence, apart from Freeborn?—A. I have others.

Q. Name any others that would warrant you in advising the Crown to enter suit against these people?—A. I had the evidence of Anderson, a deputy returning officer at Arizona.

Q. That was in one of the local elections, was it not?—A. No, there were two Andersons. This is Anderson of Arizona. He swore in the magistrate's trial, I called him as a witness in another case, and he swore he took money through the riding and paid it to deputy returning officers.

Q. Is that all you had apart from Freeborn's evidence?—A. That is some; I had more than that.

Q. Your first interview was with Mr. Sifton?—A. Yes.

Q. On that occasion you did not see Freeborn?—A. No. I had not seen him when I first saw Mr. Sifton.

Q. But Mr. Sifton told you he had seen Freeborn?—A. I will not say he had seen him at that time.

Q. You could not remember yesterday when you saw him first?—A. I cannot say.

Q. You said yesterday it was sometime in June. The elections were on the 23rd June, so that it must have been between the 23rd June and the 1st July, if in June at all?—A. It was in June. Mr. Sifton gave me the evidence that there had been a conspiracy in Winnipeg to instruct deputy returning officers to do something crooked with the ballots. They got that two or three days after the election.

Q. You mean that Mr. Sifton said that he heard there was such a conspiracy?—A. Yes.

Q. But that is not giving you evidence of it?—A. Mr. Sifton, or someone for him, gave me written instructions assumed to be given to one of the returning officers of how to cheat the voter out of his ballot.

Q. If Mr. Sifton gave you instructions or evidence, you could not have considered that sufficient, for you at once went on a fishing expedition by employing Pinkerton detectives, and so on?—A. Yes.

Q. If you are going to have a protest I suppose it is well to have detectives and make sure?—A. Yes. I wanted to find out who it was who gave these instructions. We had a great deal of trouble in comparing handwriting of persons of whom we were suspicious.

Q. You said yesterday, that you looked up the Act and found that the Dominion Act did not cover the case?—A. Yes.

Q. Did you then come to the conclusion that you would have to look to the Attorney General of Manitoba and the Manitoba Government for this?—A. I do not think I thought who was to pay me.

Q. You said yesterday, if my memory serves me, that notwithstanding that you thought the Dominion Act was not sufficient to cover the case, you to some extent relied on the Dominion purse?—A. I do not think I ever relied on the Dominion purse.

Q. But while this state of doubt and uncertainty existed you drew upon the Minister of the Interior?—A. No, I did not draw upon the Minister of the Interior until long after he had given me money that he said came from the Dominion Government.

Q. What was the date of the first cheque?—A. The money was handed to me.

Q. That is the \$3,000?—A. Yes, on the 23rd October. Would you permit me to say that on the 23rd October my firm had already advanced in hard cash twenty-two hundred and some odd dollars.

Q. Were you paid the discounts for which charges were made on the drafts on Mr. Sifton?—A. Well, I cannot tell you how that was. Probably my books if they

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were here would tell me that. I think I drew—yes, I am quite sure I drew for the \$5,000, and of course the drafts were discounted.

Q. Have you ever done any work for the Dominion Government before?—A. I have not—never. I never got as much as a postage stamp from them before.

Q. Did you ever perform professional services for the Manitoba Government?—A. Many a time.

Q. Were you ever paid before personally by the Minister of a department who had happened to employ you or instruct you?—A. I do not think I was ever so paid by this Government, but I think that Mr. Norquay used to do so.

Q. Used to pay you personally?—A. Yes. He was provincial treasurer and he used to give me cheques.

Q. But it would be first approved by Council in the regular way?—A. No; I think we were primitive in those days.

Q. Did it occur to you that this was an extraordinary and unusual proceeding for you to draw directly on the Minister of the Interior?—A. He was not Minister when he gave me the money. The course was not extraordinary.

Q. But there are other monies besides that?—A. That is when I made the drafts. These drafts were made two at a time, you know. We paid money out of our own pockets until we got it all closed up, and then I drew two different drafts, one for disbursements and one for our own accounts.

Q. Here is a draft (exhibit M): "March 27. Three months after date pay \$541 to the order of myself, Mr. Perdue." What is that?—A. That is for disbursements; that was sent to Mr. Sifton.

Q. He was Minister then?—A. Yes.

Q. Didn't it occur to you that it was a most extraordinary and unusual proceeding for a counsel employed by the Government, not by a Minister? If you had any claim, it was against the Government as a whole, and yet you charged the Minister just as if he was a private individual?—A. We paid \$6,000 or \$7,000 out, and I wanted the money and didn't think the Government would accept my draft.

Q. I have not got that answer from you yet. Didn't you know that this was a very unusual proceeding? In all your experience with the Manitoba Government before, you never had anything of this kind?—A. No; I never had a cheque from the Manitoba Government in my life. My bookkeeper got these.

Q. But they passed in the usual way through the regular channels?—A. I daresay.

Q. Can you tell me when it was that you had the first interview with Freeborn?—A. Well, I cannot. If you ask me to guess, I would say within three weeks of the time I saw Mr. Sifton.

Q. Who was there?—A. Mr. Sifton.

Q. Anyone else?—A. No; I think I saw him alone in Mr. Sifton's room.

Q. That is three weeks after you saw Mr. Sifton?—A. I think it was three weeks.

Q. Can you tell me what arrangement was there made with Freeborn as to remuneration for his services?—A. I had no knowledge of that at all.

Q. Was there no word spoken by Freeborn, or by any person there, as to how much money he was to receive?—A. No; not a word.

Q. You are aware that he received over \$800?—A. I know from time to time afterwards, but I did not know anything about it. During the first year, only two payments were made, and these were made according to directions given by Mr. Sifton. After that, I just kept him going, giving him as little as I could to keep him going.

Q. In your examination yesterday, in answer to the question, "who did you regard as your debtor, the person retaining you, the Attorney General of Manitoba, or Mr. Sifton?" your answer was, "I am inclined to think that I was looking to the purse at Ottawa, for I remember very early we discussed the question of the Minister of Justice paying it. If that was not at the first interview, then it was at the second or third. Before I wrote Pinkerton, it was arranged that the Dominion Government was to foot the bill."—A. Yes.

Q. I was right a moment ago. Then you said "I remember very early we discussed the question of the Minister of Justice paying it. If that was not at the first interview,

then it was at the second or third. Before I wrote Pinkerton, it was arranged that the Dominion Government was to foot the bill."—A. I may be wrong as to that, as to its being before the Pinkerton men were written to. I would not like to say.

Q. How did you get over that when you found out that the Dominion Election Act was not wide enough to cover this?—A. Mr. Sifton was going to write to the authorities.

Q. And you relied on him to square it?—A. I was not worrying about that.

Q. Most lawyers are not so indifferent about their fees?—A. My experience has been with Mr. Sifton that when he said "go ahead and do this," we might do it and I would run the risk.

Q. I suppose they were turning generous in office?—A. We advanced \$2,200 without inquiring who was going to pay us.

Q. This \$800 paid to Freeborn was paid by the Dominion Government?—A. It was paid by me and charged. I was reimbursed by the \$3,000 and the subsequent drafts.

*By Mr. Sifton :*

Q. How long have you been practicing in Winnipeg?—A. About 19 years.

Q. You say you have been practicing in Winnipeg about 19 years?—A. Yes.

Q. What is the length of your experience as prosecuting counsel?—A. For about 19 years I have been prosecuting counsel for the Crown in Manitoba, practically ever since I have been there.

Q. You say you have been prosecuting counsel for about 19 years?—A. Yes.

Q. During that time there have been a number of changes of government?—A. Yes.

Q. During that time you have enjoyed the confidence as prosecuting counsel of the successive governments that have been in power there?—A. I think so.

Q. While I was the law officer of the Crown there you were constantly connected in important criminal prosecutions with the Manitoba government?—A. Yes, in important cases.

Q. When I consulted you in regard to criminal matters were you in the habit of asking me who was going to pay you?—A. No, I never asked that question.

Q. Never asked any question of that kind?—A. No.

Q. You supposed that when a responsible person sent for you, your fees would be paid?—A. Yes, I was not afraid of that.

Q. You will remember that several conversations took place between yourself and myself in regard to the prosecutions which are now the subject-matter of this investigation?—A. Yes.

Q. Running along from, as you said, a date early after the election for some months?—A. Yes.

Q. I understood from listening to your examination that you are not very clear as to the first date upon which I opened the subject of the ballot box frauds to you?—A. No, I am not clear, but I feel certain it was in June, very soon after the elections, and I am pretty sure it was respecting the Winnipeg election in regard to the interview that Anderson had with these half dozen deputy returning officers upstairs in the Leland House. I think that was the first conversation.

Q. Then there were subsequent interviews?—A. Yes.

Q. You have stated that at one of these interviews I gave you some lengthy instructions in regard to what you were to do?—A. Yes.

Q. I intimated to you that I had received information to the effect that there had been extensive frauds practised in connection with the elections?—A. Yes.

Q. And instructed you to proceed in the investigation of them?—A. Yes.

Q. How did that compare with the action which would be taken in any other criminal case?—A. I think it was practically the same. I am usually brought into criminal cases at a very early stage and evidence is gathered very often subject entirely to my direction.

Q. The Attorney General, as well as counsel and others, might have charge of the prosecution before the case is prepared for trial and before the information is laid. It

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is usual to employ detectives and work up the case, as detectives say?—A. Yes, quite so. I think I have done it under your instructions before.

Q. Yes, I think so several times. The crown does not wait as a rule according to your experience until there is evidence enough to convict a man before a jury before it starts to make inquiries?—A. No that has not been my experience. When we get a suspicion we start and I may say it is perhaps different in Manitoba from what it is in other places certainly different from this province because there are no county attorneys in Manitoba as there are here and the prosecuting counsel in Manitoba has to take a burden that is not taken in Ontario.

Q. Sir Charles Hibbert Tupper seems to think that there was some discredit to be cast on the proceedings because it was, as he said, a fishing excursion, that you sent out detectives. Did the proceedings differ in any respect whatever from the ordinary proceedings in any criminal case?—A. No, I have fished just the same in this case as I did in the Holland murder case under your direction.

Q. Having regard to your experience of 19 years as prosecuting counsel what would you say in regard to the method in which you received your instructions and the method in which you carried them out compared with other criminal cases?—A. I proceeded exactly as I would in other criminal cases and I would not allow other influences to interfere with my action in this case. I was asked to vary this case from the ordinary ones and I refused to do so.

Q. Do you remember, Mr. Howell, what it was that I told you, just substantially, at the interview where I gave you the instructions, the positive instructions, and if you will remember I produced to you a number of ballots that had been stolen from ballot boxes and handed them over to you; briefly tell the committee what I told you?—A. You produced certain ballots, I think nine, all initialled by deputy returning officers and all folded and all marked for Rutherford I think—I am not sure, but they were not marked for Boyd; there may have been some for Braithwaite, the patron candidate—initialled by deputy returning officers, the counterfoil torn off, and ready for the ballot box.

Q. Do you remember the general nature of the instructions I gave you at that time?—A. I know you told me to hunt it out and if it required a great deal of expense to find it, to find it and bring the rascals to justice.

*By Mr. Foster :*

Q. Called him a rascal, eh?—A. Well I think it was I who called him a rascal. I think I can remind you, Mr. Sifton, that at the time I made the remark that I did not believe a man could tear a leaf out of the Bible and I did not believe he would steal a ballot.

*By Sir Charles Hibbert Tupper :*

Q. Is that your experience in criminal cases?—A. I believe till then, I was innocent enough to believe that the ballot was sacred.

*By Mr. Sifton :*

Q. You changed your mind since?—A. Yes. I believed it was possible to buy a man's vote but I did not think a man would steal a ballot.

Q. We have had a considerable number of questions asked, Mr. Howell, as to who you thought you were acting for; did that affect your mind at all?—A. I knew it would come and pay the butcher and the baker, whether it came from the Dominion Government or not.

Q. You proceeded, after I had had that interview with you, to take the necessary proceedings?—A. Yes.

Q. Will you explain to the committee what they were?—A. Well, I exhausted every means that I could and incurred a great deal of expense—perhaps too much, though I don't think I did. I thought it was as vile a thing as half a dozen murders, and I spent



money accordingly. Having got all the information I could, I laid it before you and, I think, Mr. Cameron; I think I did not lay the final report till he was Attorney General.

Q. Will you explain now in detail what that information was thus collected, upon which you subsequently laid the informations and instituted the prosecutions?—A. Well, to go into it fully would be very extensive; I have a detailed statement of all the cases here.

Q. What is this paper?—A. It is a sort of epitome I have among my papers of what I gathered during these investigations, and attached to it are some confidential letters written to me by people who might not want to have their names known. I do not think it would be fair to them that those letters should be made public property.

*By Sir Charles Hibbert Tupper:*

Q. What is the nature of the particular letter you have under your hand now?—A. Well, it is a letter—I think a letter, from what I see, which is a confidential letter—written by a certain gentleman telling me what took place at one of the polls, which I have no objection to let you, Sir Charles, see. This document, I see now, is rather a compilation of my own from the material which came to hand from time to time, and I used it as a brief from which to make out indictments and, subsequently, to subpoena witnesses. But I had far more than that. I have no objection to put it in.

*By Mr. Sifton:*

Q. My question was: What was the information which resulted from the inquiries that you had made and on which subsequently you decided to take or not to take legal proceedings, as the case might be; what information did you collect?—A. Information I collected was that a gigantic scheme had been planned to carry that election by the assistance of deputy returning officers, and in order to get pliable deputy returning officers amenable to teaching there were changes made as many as two or three times in the deputies. In two or three cases deputy returning officers were appointed and their appointments cancelled and others were appointed until they got a fitting tool, I can use no other term.

Q. What was the result of your inquiries with regard to irregularities in Winnipeg, I mean of a criminal character?—A. I convinced myself beyond any doubt that a man named Anderson came to the Leland House two or three days before the election and met deputy returning officers there and instructed them to obtain a ballot of a well known supporter of the opposition and substitute for it a ballot already marked for a supporter of the government. Let me here remark, and I have no hesitation in saying, that Hugh John Macdonald had no knowledge of it whatever.

Q. Was Anderson a deputy returning officer?—A. No; he was a horse dealer who lived at Glenboro', and I believe, from the tracing of the detectives, that he was instructed in this method at Carberry. Glenboro' is nineteen miles south of Carberry, and he came from Glenboro' to Winnipeg, and certainly met five or six deputy returning officers; I cannot say how many more, but he certainly met five or six and produced a form of ballot and instructed them how to manipulate it and told them there would be extra ballots in the polling booths for them, and there were extra ballots there for them. That is the information sworn to, and I think it cannot be gainsaid.

Q. I am asking you, Mr. Howell, as to the information upon which these prosecutions were instituted?—A. Further, I found this, from the returning officer himself, that the ballots necessary in Winnipeg to go around numbered about 5,000 or 6,000, and he told me he printed over 10,000 ballots and the ballots ran dry at 2 o'clock, and we had to close the polls and wait until some more were printed.

Q. That shortage of ballots were at a poll where it was known Martin had a large majority?—A. It took place at several polls, but it took place mostly at polls where Martin was supposed to have a majority.

Q. That, briefly stated, was the information you procured?—A. More than that, I got from some one you sent me, the written instructions given to one of the deputy returning officers how to do it. I employed detectives and spent a great deal of money trying to find out whose handwriting it was, but I never found out.

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Q. Explain what these instructions were?—A. It was headed “How the Grits carried an election.”

*By Sir Charles Hibbert Tupper :*

Q. Have you got that document?—A. I would not swear. It would be in my private safe at Winnipeg. I am inclined to think I have it. I did not think I would be called upon for it.

*By Mr. Sifton :*

Q. You have it in your possession at home?—A. I cannot say as to its possession. I may have left it with Shoemaker the detective.

Q. You will send it if you can find it?—A. Yes.

Q. It was headed “how the Grits carried an election?”—A. Yes.

Q. It contained what?—A. That is the way it was headed. Then it said by putting a piece of lead under your thumb nail you can easily put a cross where it ought not to be, in opening up the ballot and bring your thumb across it. That was one of the things. Then it went on to describe how you can mark the ballot and have one ready in your hand this way and then when the other ballot is given to you by the voter you can put it well in your hand and fold it crosswise so that pulling off the counterfoil you can substitute the marked ballot and put it in the box retaining the voter's ballot in your hand.

*By Sir Charles Hibbert Tupper :*

Q. Who was that signed by?—A. It was not signed.

*By Mr. Sifton :*

Q. The officers who had charge of that election were hot Grits?—A. I think not.

Q. So that the Grits would hardly pull that election by following that procedure?—A. Not that election.

*By Mr. Foster :*

Q. Was there anything to show the *locus in quo* where the Grits purported to carry this election?—A. No, it was just headed “how the Grits carry elections.”

*By Sir Charles Hibbert Tupper :*

Q. Who gave you this?—A. I do not think I should give you this information. It was confidential. I treat this committee and the Dominion Government as a private prosecutor.

*By Mr. Sifton :*

Q. Will you recollect the individual whom you got that from?—A. I did not get it from you but my memory is that you told me where I could get it. I got it and I think I am safe in saying this that when I got it I was told that if I ever divulged where it came from a man would lose an important position.

*By Sir Charles Hibbert Tupper :*

Q. Did you pay for it?—A. Not a cent. It came from a deputy returning officer, who if I told where it came from would lose an important position and I am very unwilling to give such information as that.

*By Mr. Sifton :*

Q. You have stated in a general way but not in detail the information which came to your knowledge of irregularities in the city of Winnipeg. That is that there had been a night school held where deputy returning officers were educated in the manner of manipulating the ballots?—A. Yes.

Q. And then quite specifically you have spoken of this document and also the payments made?—A. Yes.

Q. Was there anything else in the city of Winnipeg that came to your knowledge?—A. Nothing further than following up the inquiry to see what manipulation was done by the deputies there.

Q. In a general way that covers it?—A. Yes.

Q. Now, we have the electoral division of Marquette. You spoke yesterday of the knowledge that you got of irregularities at the Dauphin poll?—A. Yes.

Q. What was the information which came to your knowledge in the course of your investigation respecting the Dauphin poll?—A. The Dauphin poll I think was presided over by a man named Hazard. I think that was the name. The information I got, and I may say I had it supported by affidavits so that I think I was thoroughly satisfied in my own mind as to the truth of it, was that the returning officer, when a voter came in, opened the ballot that was brought to him closed. He opened it in such a way always and turned it down to tear off the counterfoil, that Mr. Glen Campbell who was acting as agent or scrutineer for the Conservatives could see how each voter marked his ballot. Glen Campbell kept an open tally and when he went out of the room to look after other voters the returning officer kept the tally. He opened the ballot to see how a voter had balloted and kept a tally and at the end of the day when they commenced counting the ballots Glen Campbell said "you need not go through the form; I know the numbers," and he guessed it to a man.

Q. You were innocent enough to suppose that this proceeding was contrary to law? A. I had not any doubt about that. I advised that the returning officer should be prosecuted for exposing a ballot and that Glen Campbell should be prosecuted for aiding and abetting him.

*By Mr. Hughes :*

Q. What came of it?—A. That was amongst the cases we did not proceed with because of the colossal expense. The prosecution at Dauphin would have necessitated a land journey of something like one hundred miles and the gathering of voters from that country which is much larger than two counties here would have involved an expense so great that I thought we had better give it up.

*By Mr. Sifton :*

Q. The information which came into your possession in connection with that poll was such that you advised a prosecution?—A. Yes, I said that there was ample evidence to convict, but the Crown officers after discussing it thought the expense was so great that it would be better to abandon it.

*By Sir Charles Hibbert Tupper :*

Q. What Crown officers?—A. Mr. Sifton and Mr. Cameron. We did not lay before the magistrates anything like the number of cases that we investigated. We only laid a comparative few although we covered the ground. There was another irregularity at Marquette. That was at Shoal Lake. Some employee of the Dominion Government—I really forget his name—he was in your department Mr. Sifton—he was caretaker of the old police barracks that were south of Shoal Lake when that was part of the North-west Territories. He was receiving a salary for looking after three log buildings and he was deputy returning officer. He left the poll and the poll box on polling day when the train arrived and went down to the station. A messenger brought him a lot of blank certificates signed by the returning officer and he filled these up with the names of different people that came on the train and some voted at this polling place and some at other places. There were some other irregularities.

*By Mr. Sifton :*

Q. Were they all voters who voted on these certificates?—A. No, I think not. I think there one or two that were not voters; I am sure about that. Another irregularity by the by was at Neepawa. The returning officer——

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Q. Neepawa is not in that district. We are speaking of Marquette?—A. At all events it was some place near Neepawa then, because it was the place where a lawyer, Mr. Howden, signed the returning officer's name to a great lot of certificates in blank and handed them out. I believed it was unlawful for a man to sign the returning officer's name to certificates. These certificates were filled out with the names of different men and in one instance with that of a man who hadn't a vote and were used in such a way that I thought Mr. Howden was liable and that the returning officer was liable.

Q. Did you find anything wrong in Provencher?—A. Yes, I think at poll No. 4, at all events at the poll where Miles McDermott, was deputy returning officer, there were twenty-four agents who voted for Mr. LaRivière at one time amongst others, Mr. Ewart, Mr. Culver, and Mr. Aikens.

Q. How many does the law permit?—A. Two.

Q. How many voted?—A. Twenty-four—no twenty-three voted.

Q. You say agents; you mean that twenty-three or twenty-four men voted for Mr. LaRivière upon agent's certificates?—A. Yes. One would go in and take the oath as agent and vote, then come out and another man would go in with a certificate and take the oath as agent, vote and come out. I believe that was the process.

Q. Was the oath administered?—A. I think it was.

*By Sir Charles Hibbert Tupper :*

Q. Who told you?—A. The agent present.

*By Mr. Wallace :*

Q. Were these persons entitled to vote at any place in the riding?—A. I think so, although I did not look into that question. Mr. Culver, Mr. Aikens and Mr. Ewart would be.

*By Sir Charles Hibbert Tupper :*

Q. Who was the agent who told you this?—A. It was Mr. Walton's agent who told me.

Q. He had a certificate too?—A. Yes, but he was there all day. I advised in that case that I thought the returning officer was guilty.

*By Mr. Sifton :*

Q. What I understand you to say is that twenty-three or twenty-four?—A. Twenty-three.

Q. Twenty-three agents for Mr. LaRivière voted at a certain poll for Mr. LaRivière upon certificates?—A. Yes.

Q. That is the information you received?—A. Yes.

Q. Which I assume you believed to be correct?—A. There is no doubt about that. The books in the possession of the clerk of the Crown in Chancery will show that.

Q. So that Mr. LaRivière's agents had great facility—

*By Mr. Wood : (Brockville).*

Q. This case was not tried; what is it you are going on?—A. I looked into it and expended money upon it.

*By Mr. Sifton :*

Q. I was remarking to you Mr. Howell that Mr. LaRivière's agents evidently had great facility in using these certificates?—A. Yes.

Q. Was a similar privilege extended to Walton's agent?—A. No, I happened to know because I was advocating Walton's interest on the stump, and I think I held a meeting at Morris, and while at Morris the returning officer came along and Walton's

friends told me he would not give them any facilities, that they could not get any certificates from him. I said he would have to give them, and I took a bold stand with him, telling him that he was bound to give the certificates. He said, "if you will give me the names I will give them certificates, but it is unlawful to fill them up in blank, and I have refused to give them to the other side," but that was not so.

Q. He was right as to his duty?—A. Yes, and I said that he was, but he had filled them up for the other party.

Q. The other man had 23?—A. Not only that but my investigation showed they had a sheaf of them and were filling them up at the polls as the men arrived. I said, "give us two in blank," and he said, "no, you know I should not do it," and I admitted that he was right; and he gave us two filled in; but he seemed to change his mind afterwards. Then at another poll I looked at, there were seven agents voted for Mr. LaRivière in the same way. I do not know as to the other polls. I think I only looked into these two or three.

Q. So much for Winnipeg, Marquette and Provencher. Now, what about the constituency of Macdonald?—A. Well, that was the centre of attraction.

Q. Let us have the result of your inquiries at the polls where Scammell was deputy returning officer?—A. Scammell was deputy returning officer at Rathwell; he was then an officer in the Dominion Government service, and from my investigation there I found that a great many ballots must have been tampered with, and I spent a great deal of time and a great deal of money to get at the bottom of it. I traced Scammell's movements for several days before the election and found that he had paid two or three visits to Treherne and got a package of something on one of these visits; and I got the information from the man who went with him that he got a package of some kind and seemed very well pleased with it. I learned also that he got money from the Anderson referred to. I made an assault—a legal assault—on Scammell and had him arrested, and he cried like an old woman and told me the whole story.

Q. What was the story?—A. He told me that Waller, who was the registered agent of Boyd in that election—

Q. What do you mean by registered agent?—A. His regular agent under the Election Act.

Q. What was his full name?—A. Henry Waller—that Henry Waller met him one evening, and the first thing he said to him was, "can you play cards; are you good at cards?" Scammell said he was, and Waller said, "you will do," and then he took him up to his room and took the ballots and showed him how it was done.

Q. Show the committee how it was done?—A. This would be about the size of a ballot. He took an ordinary ballot, folded crosswise always, with the counterfoil and all making it about as long as a small oblong envelope, and they were marked for Boyd; and they would tear off the counterfoil and fold it up about that length and have them in the right hand trousers pocket. When a well known liberal came in to vote, one as to whose political convictions there was no doubt, the returning officer would put his hand in his trousers pocket and get a ballot paper in his hand thus. Then the voter would come in with the ballot and counterfoil in his hand. He would refold it in the presence of the voter, tear off the counterfoil and put in the wrong ballot.

Q. This man Scammell, then, Mr. Howell, who had told you this and displayed this to you was actually a deputy returning officer?—A. A deputy returning officer; and there is no question he got money off Boyd, because Anderson, whom we prosecuted, who was a deputy returning officer and as a friend of Boyd's, swore to it.

*By Mr. Mulock:*

Q. What did he get the money for?—A. Oh, I cannot say. There is no question from outside sources that Scammell got money of Boyd's and got ballot papers before the election; that we know as we had it in evidence.

*By Sir Charles Hibbert Tupper:*

Q. In what case?—A. In the case against Henry Waller for inciting Scammell to commit election frauds.

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Q. What did the grand jury do?—A. They threw out the bill.

*By Mr. Frost :*

Q. Was not Mr. Boyd's brother on the grand jury?—A. Yes, and they threw out the bill. I said to the jury that I thought Mr. Boyd's brother should withdraw.

Q. Scammell was the deputy returning officer who gave you this information?—A. Yes.

Q. Did he give to you what was actually done in pursuance of this plan?—A. He said he changed a number of votes.

Q. Let us get it clear. Scammell, who was a deputy returning officer at Rathwell, told you this plan had been arranged between him and Waller?—A. Yes.

Q. Did he say what he did in pursuance of the plan?—A. He said he carried out the plan at the election, and he told me he made Paul Kane vote Tory. Kane was one of Dr. Rutherford's committee men, I think. He told me that he made Reeve Forbes vote for Boyd.

Q. Did he say to you how many ballots he substituted in that way?—A. I think he told me six. I am not quite sure about the number.

Q. The man who told you this did it himself?—A. Yes, but I had more evidence against him because Anderson swore he paid him \$25; that he (Anderson) paid Scammell \$25 a day or two before the election.

Q. What for?—A. Well, he paid him that. Anderson was also a deputy returning officer at Arizona, another poll. I also proved that Scammell got this package of ballots before the election. He was a returning officer and as such got ballots to be used which come with the poll books, but he got them two or three days before to practice on and have them ready.

Q. Was there any other information about the Rathwell poll?—A. Of course we had evidence that different voters voted for Dr. Rutherford.

Q. Give us the substance of that?—A. I will have to refresh my memory as to figures.

Q. You need not give the exact figures?—A. Well, a very much larger number came and swore they voted for Rutherford than there were ballots in the box for him.

Q. There was another poll, Pleasant Point, was there not?—A. Yes, that was Clark's place.

Q. Tell us about that? Well, Clark is one of the boys, a good fellow and handy with his hands. We attempted to prove that Clark admitted he overdid it rather at that poll. I think there were nineteen ballots in the box for Rutherford at the close of the poll, and I think there were twenty Liberals there at the close of the poll, and they commenced counting noses. That was the place which started the cry.

Q. That made everybody satisfied that there had been fraud?—A. Yes. It was from there I radiated, because Clark, who had kept the Normal School at Carberry, overdid it. He only allowed Rutherford nineteen ballots there, and I think in the magistrate's trial I got thirty men who swore they voted for Rutherford, and I think at the second trial I got thirty, but I did not get the same thirty each time.

Q. When we investigated that poll do you remember that there were a lot of declarations filed by men who voted for Rutherford—was it thirty-five?—A. I had forgotten about that. Within a few days after the election we got thirty-four or thirty-five people who swore they voted for Rutherford at Pleasant Point.

Q. The organization seemed pretty good there?—A. Well, there was a large majority got with a small expenditure.

*By Sir Charles Hibbert Tupper :*

Q. Clark denied all this on oath, I suppose you know?—A. Yes.

Q. And was acquitted?—A. No, he was not acquitted.

Q. There were ten for acquittal?—A. That was the second time. They jockeyed me with the jury. I ought to have had a conviction. I had more evidence than that against Clark. He told a man named Gorrell—I think his name was Gorrell—a

prominent Liberal, the day before the election, saying, "You will vote for Boyd to-morrow," and this made Gorrell very angry and he replied, "No, I will not vote for Boyd," but I think he did. Clark will not deny that, and this same witness says he went to the poll on account of suspicions that were entertained, and that when the ballot came in, Clark's hand went down behind the ballot box, and, speaking from memory, I am pretty sure Gorrell swore that the ballot which went into the box was folded differently from the one he handed him, and Freeborn swore also that he was told by Clark that the ballot racket worked well with him.

*By Sir Charles Hibbert Tupper:*

Q. Are you sure that was what Freeborn told you?—A. I think it was; it is hard to remember.

Q. In your report you say, "gave them a pretty good dose?"—A. Well, that may have been it. At all events there was one ballot too many in the box.

*By Mr. Sifton:*

Q. There were nineteen ballots in the box marked for Rutherford, and thirty-five voters made declarations that they voted for Rutherford?—A. Thirty-four or thirty-five.

Q. And when you called your witnesses on the magistrate's trial, there were thirty or thereabouts who swore they voted for Rutherford?—A. Yes.

Q. And when you produced your evidence at the Assizes there were thirty or thereabouts?—A. I got more than thirty at the assizes. I got thirty each time.

Q. What is the explanation of the fact that you did not get them all each time?—A. Because they wandered about and after the first trial I let them go home. At the time of the second trial some were down here in Ontario on a visit and I felt I could not afford to pay the expense of bringing them back. I should add that there was one ballot too many in the box and our theory is that when he went to put his hand in his pocket to draw out a ballot he drew out two.

Q. At the poll where this man Saunders was deputy returning officer. Then Saunders was ultimately convicted was he not?—A. Yes.

Q. He was deputy returning officer at what poll?—At Tupper, I think. I mean the local name. I do not remember but I think he lives in Tupper.

Q. Was that about fourteen miles from Portage la Prairie?—A. No, no, that is away north of Gladstone.

Q. The Saunders case was subsequently investigated in court and Saunders was convicted?—A. Yes.

Q. At the poll where Saunders was deputy returning officer what were the results there of your inquiry?—A. The result was this. Freeborn told me that he instructed Saunders and I think Saunders was not an apt pupil.

Q. What did Freeborn say he instructed him in?—A. He showed him how to manipulate the ballot as I have described.

Q. In the same plan as you have described to the committee?—A. On the same plan, yes. I do not know but what they may have had another. Saunders came into town to get further instructions and he and Harry Waller together instructed him the second time. Waller instructed him in Freeborn's presence. After the election was over Freeborn came in and reported.

Q. You ascertained that Waller and Freeborn instructed Saunders?—A. First Freeborn and then Waller in Freeborn's presence. Waller had gone up to Gladstone that day to attend a meeting and that night I think it was he, with Waller, met Saunders and he and Freeborn again showed Saunders how to manipulate the ballots.

Q. What followed?—A. After the election Saunders came into Gladstone to report and Freeborn was in Gladstone and Saunders handed him over the ballots that he had got for those he substituted.

Q. Saunders gave them to Freeborn?—Yes.

Q. What was that for?—A. Saunders admitted that he did that.

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Q. That is after the elections?—A. After the election, yes. Freeborn further said that he supplied Saunders with ballots.

Q. These ballots then that were handed back, what ballots would they be?—A. Ballots of men who had not voted for Boyd.

Q. Just explain to the committee; when the election is over the law provides that the ballots remaining in the possession of the deputy returning officer shall be placed in the box?—A. Yes.

Q. And you say these were in his possession?—A. Yes.

Q. And not in the box?—A. No, in his possession.

Q. He gave them to Freeborn?—A. Yes. And I produced them in court. They were initialled by Saunders.

Q. These were the ballots which had been given to the voters which they had marked and given back to the deputy returning officer to put in the box, and which he had abstracted?—A. Yes. I may tell you that in that case there was a circumstance which arose at the trial which bore out Freeborn's testimony. He told me that Saunders said he put in ten but for some reason we could only produce nine after the election, and we could only explain that after we got the ballots from the Clerk of the Crown in Chancery. We saw that he had made a mistake and put one in with them

*By Sir Charles Hibbert Tupper :*

Q. What was the political complexion of the jury. How many Conservatives were on that jury?—A. I cannot tell at all.

Q. You only remember those in which there was no conviction?—A. It didn't occur to me to look into it, until they commenced disagreeing and then some political friends spoke of it and I looked into the matter.

Q. There were Conservatives on that jury when they convicted?—A. Yes, I have no doubt.

*By Mr. Sifton :*

Q. This case of Saunders, Mr. Howell, is the case in which you got a conviction?—A. Yes.

Q. These ballots which were thus abstracted you will remember were given you by me?—A. Yes.

Q. Do you remember that I told you that Freeborn had given me these ballots?—A. Yes.

Q. And that I wanted you to investigate the truth of his story?—A. Yes.

Q. That is that these ballots had been abstracted by Saunders?—A. Yes.

Q. You proceeded to investigate it?—A. I did.

Q. You had Saunders indicted?—A. Yes.

Q. First you brought him before the magistrate?—A. Yes.

Q. And the magistrate committed him?—A. Yes.

Q. Then you brought him before the grand jury?—A. Yes.

Q. And the grand jury found a bill?—A. Yes, after a big struggle.

Q. You had more trouble with the grand jury than with the petit jury?—A. Yes.

Q. He was tried and convicted?—A. Yes.

Q. Upon the charge that he had unlawfully abstracted these ballots?—A. I made two charges against each one. The difficulty was a legal one. It was the question of whether he was guilty of putting a ballot in the box that should not have been put in, or was he guilty of destroying a ballot. One was almost a sequel or corollary of the other. I really forget which one he was convicted of.

Q. Anyway, the gist of the offence was that he had done what you have described?—A. Yes.

Q. He had abstracted these ballots properly marked by the voters and put fraudulent ballots in their place?—A. Of course the legal difficulty in my mind was this: whether it was a legal ballot before it was put in the ballot box.

Q. The legal difficulty will not trouble the committee much?—A. No, I suppose not.



Q. The gist of the offence for which he was convicted was that it was what you have described here?—A. Yes.

Q. The court, the magistrate, the grand jury, the judge and the petit jury ultimately found and acted upon the finding that the information that I gave you when I handed you those ballots was correct?—A. Yes, there is no question about that.

Sir CHARLES HIBBERT TUPPER objected to the question.

Question allowed.

Q. What answer do you make to my question?—A. I would rather you would repeat the question.

Q. My question was this: At the interview when I gave you your instructions originally, as now in evidence, I handed you some ballots, which have been referred to, saying that my information was that these ballots had been stolen by Saunders and that Saunders had illegally placed other ballots in the box in place of these, thus fraudulently changing the vote of that poll. I instructed you to proceed and if this was found to be the case to prosecute at whatever expense might be incurred. Now, we have it in your evidence that you did proceed. You have told us what you found out; you have told us that it came before the magistrate, the grand jury and the petit jury. What I ask you now is, if as a matter of fact, the court found that the information which I had given you was correct.

Sir CHARLES HIBBERT TUPPER objected to the question.

Question allowed.

Mr. SIFTON—Q. Did the court find what I stated to you was correct?

Mr. QUINN objected to the question.

Question allowed.

A. The jury found him guilty; the trial judge reserved a case and our full court approved of the finding.

*By Mr. Mulock :*

Q. What was he found guilty of?—A. I will have to look.

*By Sir Charles Hibbert Tupper :*

Q. What does he want to look at?—A. I want to see on which indictment the conviction was; I cannot answer from memory.

Mr. SIFTON—The indictment is a matter of record in the court.

*By Sir Charles Hibbert Tupper :*

Q. I want to know what he wants to look at.—A. Some gentleman asked what he was found guilty of. I was answering that question.

*By Mr. Sifton :*

Q. Confine yourself to answering me.—A. There was some gentleman here who asked me a question.

Mr. MULOCK—Go on and answer Mr. Sifton.

*By Sir Charles Hibbert Tupper :*

Q. You could not answer it without looking at some record?—A. No.

*By Mr. Sifton :*

Q. You can answer the question I asked you without looking at a record?—A. Yes.

Q. You laid a charge against Saunders, the result of which was that he was found guilty?—A. Yes.

Q. He was convicted?—A. Yes.

Q. And substantially—not in the technical nature of an indictment, but substantially—what was the charge of which he was found guilty; what did he do?

## Public Accounts Committee.

SIR CHARLES HIBBERT TUPPER—I want it noted that I object to this sort of thing.

A. He was found guilty of preventing the voters' ballots going into the ballot boxes, and putting in place of them other ballots.

*By Mr. Lister :*

Q. That was what Mr. Sifton had told you?—A. Yes.

Q. And his information turned out to be correct on the trial?—A. Yes.

*By Mr. Sifton :*

Q. And that evidence came before the Court?—A. The ballots were produced and are there.

Q. They were identified?—A. Yes, and the initial of Saunders proved.

*By Sir Charles Hibbert Tupper :*

Q. Is there a copy of the evidence here?—A. No, I had not time to get it.

*By Mr. Sifton :*

Q. It is all a matter of record?—A. Yes.

Q. That was as far as the Saunders case was concerned?—A. Yes.

Q. Now, we have gathered the facts in the Rathwell, Pleasant Point and Tupper cases; were there any other cases where there were questions raised?—A. Oh, yes; Anderson's case at Arizona; that is the man that paid the deputy returning officers.

*By Sir Charles Hibbert Tupper :*

Q. Were you in this case?—A. Yes.

Q. Was there a conviction?—A. He was sent up before the magistrate; we had several charges.

Q. The jury disagreed?—A. Yes, in that case.

*By Mr. Somerville :*

Q. Is this Scammell a Dominion Government official?—A. Yes.

Q. What office did he hold?—A. Well, some office in the Department of the Interior.

Q. At the time the frauds were committed?—A. Yes.

Q. Is he an officer still?—A. Well, I do not think he is.

*By Mr. Campbell :*

Q. Where is he now?—A. Living on the farm.

Q. The jury disagreed?—A. No, he owned up the corn. He was arrested and I told him—as I felt I had authority to do—that if he would turn Queen's evidence we would not prosecute him.

The Committee adjourned.

HOUSE OF COMMONS, COMMITTEE ROOM 49,  
MONDAY, 30th May, 1898.

The Committee met—Mr. McMullen, chairman, presiding.

H. M. HOWELL, being recalled, testified as follows :—

*By Mr. Sifton :*

Q. Mr. Newcombe in his certificate (Exhibit "D") says : "I am of opinion therefore that for these services and disbursements reasonable payment would be as follows :—Solicitors' accounts, \$5,760.07 ; disbursements, \$7,146.33 ; total, \$12,905.40 ; of which as shown by the accounts there has been paid \$1,000 leaving still \$11,906.40." I cannot make out what this \$1,000 is as having been paid. Can you explain that Mr. Howell ?—A. Really I cannot tell.

Q. Would your cash account show ?—A. No, we only got two payments.

SIR CHARLES HIBBERT TUPPER—There is no voucher showing the \$1,000 that Mr. Newcombe refers to.

*By Mr. Sifton :*

Q. Mr. Newcombe must have taken that from the entry in Mr. Howell's accounts because he says there has been \$1,000 paid ?—A. We never got \$1,000 separate. All we got was \$3,000 on the 23rd of October, 1896.

Q. That is the \$3,000 that I handed to you ?—A. Yes. Then while I was away at court somewhere there was a pressing need of \$1,000 and Mr. Cameron handed into my office \$1,000 in my absence. But I did not know that that was got from the Dominion Government.

Q. That was paid to you ?—A. Yes, but I credited that in my accounts, of course.

Q. That probably is this \$1,000 ?—A. Yes, here it is.

*By Sir Charles Hibbert Tupper :*

Q. Let me see the paper you are looking at ?—A. There is a copy of this letter filed.

Mr. SIFTON.—Yes, here it is.

*By Sir Charles Hibbert Tupper :*

Q. You are referring to the letter marked "A" ?—A. Yes.

*By Mr. Sifton :*

Q. What I wanted to get at was that \$1,000. You did not get the payment of \$1,000 referred to in Mr. Newcombe's certificate ?—A. No.

Q. Except as you got a payment from Mr. Cameron ?—A. Yes, of \$1,000.

Q. Mr. Newcombe evidently misunderstood the account supposing you had got that \$1,000 from the Government ?—A. Yes, I put it in amongst the drafts and it is included in the total I have referred to. Will you give me Richards & Bradshaw's bill ; I have no memorandum of that.

SIR CHARLES HIBBERT TUPPER—It is in Mr. Newcombe's letter.

The WITNESS—My book-keeper sent that here. Here it is (Exhibit "D") \$1,029.22.

## Public Accounts Committee.

*By Mr. Sifton :*

Q. Was there any statement showing the total amount of your receipts and disbursements?—A. Yes, I can give it to you exactly. Do you want my own or shall I put them altogether?

Q. Showing the moneys which you received and paid out?—A. Speaking for myself alone and for my firm?

Q. Crediting the \$3,000 which you got?—A. Here it is ; \$10,428.08 was our total bill.

*By Sir Charles Hibbert Tupper :*

Q. What are you referring to now?—A. To the letter marked "A." Disbursements \$10,428.08 paid out by my firm and myself.

*By Mr. Sifton :*

Q. These disbursements were paid out by you?—A. A number of disbursements were also paid out with my approval by other solicitors but my firm and myself paid out \$10,428 08.

Q. This \$3,000 which was sent to me and which I handed to you was applied on that?—A. The way that gross sum was paid was \$3,000 cash, which you handed me and the \$1,000 from Mr. Cameron which I assume—

Q. You have stated the total amount?—A. Yes, and I was going to give the ways in which it was made up.

Sir CHARLES HIBBERT TUPPER—In your question, Mr. Sifton, you said "\$3,000 which was sent to me."

Mr. SIFTON—Yes.

Sir CHARLES HIBBERT TUPPER—We have no evidence about \$3,000 being sent to you.

Mr. SIFTON—Except the statement that I made to you the other day that it was so. I made a statement that \$3,000 was sent to me which I paid directly to Mr. Howell.

*By Mr. Sifton :*

Q. You gave the total amount of disbursements as \$10,428.08?—The witness—A. Yes, that I paid out.

Q. This \$3,000 which you got from me was applied to that first?—A. Yes.

Q. Leaving a balance of how much?—A. \$7,428.08. You will find it if you refer to this letter. Our former account amounted to \$3,000 and the first two drafts were for our disbursements. The \$1,000 draft was Mr. Cameron's draft and my draft to cover the absolute balance, \$6,428.08.

Q. So the first two drafts made on me, the first as shown by this list, were Mr. Cameron's for \$1,000 and the draft made out by Mr. Cameron and yourself for \$6,428.08 so that the \$3,000 which you got from me originally and these two drafts made up the total amount of your disbursements?—A. Yes, all the disbursements I paid out. I think Mr. Cameron drew the draft of \$1,000 and handed it into my firm and I took it as cash.

Q. That is immaterial; you got the proceeds?—A. Yes.

Q. And the \$3,000 and these two drafts paid the disbursements of \$10,428.08?—A. Yes.

Q. Did you render a statement of these disbursements?—A. Yes.

Q. Have you got it there?—A. The first rendering was the \$3,000 you know.

Q. But I understand that was in a separate account?—A. Yes.

Q. That explains it?—(No answer.)

*By Sir Charles Hibbert Tupper :*

Q. You told Mr. Sifton that you had a statement there of the account rendered for the disbursements?—A. Yes.

Q. You mean you have it in your hand?—A. Yes. But you must have a copy here.

Q. I do not think it.

*By Mr. Sifton :*

Q. I do not think there is a statement of the \$3,000?—A. But it has been rendered.

*By Sir Charles Hibbert Tupper :*

Q. What is the paper you are reading from?—A. Just a copy of the account sent down here and I sent all the vouchers.

*By Mr. Sifton :*

Q. The fact seems to be that the statement of the \$3,000 is not on the file?—A. But it is here somewhere.

Q. You rendered it?—A. Yes, and the vouchers were all sent with it.

Q. Of which that is a copy?—A. Yes.

Q. Will you hand it to the clerk to be placed on file. (Document marked Exhibit "V.")

Q. What I want is a statement of the disbursement of the first \$3,000?—A. That first \$3,000, well I will consult my notes for that. It is here with the vouchers attached.

Q. Then you rendered a statement with the \$3,000 first?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. That is the \$3,000?—A. Yes, but it must be here; I thought I saw it in your hand.

THE AUDITOR GENERAL—I may point out to the committee the statement at I 7, of the Public Accounts:—

Archibald & Howell, J. D. Cameron and W. E. Perdue; legal services and expenses in connection with prosecutions for election frauds in Manitoba (including \$4,000 transferred from unforeseen expenses). \$10,964 41

This \$4,000 was made up of the \$1,000 which he had handed to Mr. Cameron and the \$3,000 which was afterwards given to Mr. Howell and which was acknowledged by him in the telegram from him to me. The \$4,000 was paid at one time under an order in council from unforeseen expenses but it formed part of this \$10,964; the whole of the government money that was paid was \$10,964. If there was any other money it was not Government money because that represents every cent paid by the Government.

Mr. HOWELL—We paid out more than that.

Mr. McDOUGALL—But that was all the Government money that was paid, \$10,964.41.

*By Sir Charles Hibbert Tupper :*

Q. That is up to that date?

Mr. McDOUGALL—Up to now. Nothing has been paid but \$10,964. Of that \$4,000 was paid from unforeseen expenses.

Q. But the whole amount of the taxed bill is not yet paid?—A. There is still \$4,000 unpaid of the taxed bill.

*By Mr. Sifton :*

Q. You presented a statement first for the \$3,000?

Mr. HOWELL—Yes.

Q. Accounting for that?—A. Yes, all for disbursements.

Q. Then you presented other accounts for disbursements?—A. Yes.

Q. Which made the total disbursements up to the amount that you have just mentioned there in that letter?—A. Yes. But, Mr. Sifton, pardon me; I don't want it understood that that was the whole disbursements.

## Public Accounts Committee.

Q. These are the disbursements you are called upon to account for personally which your book will show?—A. Yes.

Q. When Sir Charles Hibbert Tupper was examining you the other day, Mr. Howell, you were asked about disbursements about witness fees?—A. Yes.

Q. There was a considerable amount of these witness fees which you had no vouchers for?—A. Well, since I gave my evidence, (and I intended to tell Sir Charles Hibbert Tupper about this) I think I can give a list of the names of most of the witnesses to whom it was paid; not receipts from the witnesses but the names of the men, I mean. I am quite sure I can get these, but of course that is not a voucher.

Q. Can you get them all?—A. I might get the whole of them.

*By Sir Charles Hibbert Tupper :*

Q. You might get that?—A. Yes, I will; the names of each of the witnesses and the amount.

Q. From what?—A. From memoranda which I am quite sure I have in my possession at home, but of course that is not a voucher, as it is not signed.

Q. Will you make an effort to forward a statement to the chairman of the committee showing that?—A. Oh, yes. I have already accounted for \$464, paid to the railway company for tickets that I had forgotten I had.

Q. The committee may not understand the general custom of solicitors in regard to the payment of money for witness fees. When you as solicitor received money from a client to pay witness fees do you get vouchers from the witnesses?—A. I never do. In fifteen years I never did.

Q. What is the practice?—A. They pay the amount and put in an affidavit of disbursements.

Q. The practice is, then, when they get the money from their clients to pay witness fees, to enter it up in their books and, when called upon to account for it, make an affidavit?—A. Yes.

*By Mr. Cochrane :*

Q. Do you pay money out up there without taking receipts?—Yes. I do at all events.

*By Mr. Sifton :*

Q. If the Department of Justice asked you to make a declaration pointing out the details of disbursements, as you would do in the case of any other client, would you be prepared to do so?—A. I think so.

Q. If, when the Deputy Minister of Justice was taxing these bills he had said he wanted you to follow the usual practice of solicitors and give an affidavit of the expenditure for those witness fees, would you be prepared to do so?—A. Yes.

Q. And have accounted in that way for this money?—A. Unquestionably.

Q. There was nothing different then from the usual practice of solicitors in matters of that kind, in your way of disbursing this money?—A. Certainly; no.

Q. The last day you were being examined we were proceeding to get at the grounds upon which you advised the institution of these various prosecutions, and we had taken up a number of cases—Anderson of Winnipeg, the Dauphin case, the case of the poll in Provencher?—A. Two polls in Provencher.

Q. Two polls in Provencher, the case of Pleasant Point and the case of the place where Saunders was deputy returning officer?—A. Yes.

Q. Were there any other cases in regard to which you got information bearing on the frauds which had been practiced?—A. Yes, many.

Q. Let us have them?—A. Speaking from memory there was the case of McDole from Cypress River. A great many more people swore they voted for Rutherford there than there were ballots in the box for him.

Q. Where was that?—A. Cypress River.

Q. Who was deputy returning officer there?—A. McDole was. He got \$75 from Anderson—that is the same Anderson of Arizona—for election purposes.

*By Sir Charles Hibbert Tupper :*

Q. That is what you were informed?—A. That is what was sworn to. Anderson himself swore to this payment of \$75.

Q. You cannot give us anything more than that you were informed?—A. It is not in dispute. It is sworn to.

Mr. SIFTON—I am asking Mr. Howell to give us the information he got upon which he advised the crown to proceed.

*By Mr. Hughes :*

Q. It was not sworn to at that time?—A. No, subsequently. I went on with the prosecution and it was borne out.

Sir CHARLES HIBBERT TUPPER—If the witness is going to tell us what happened in court this is not the regular way. I thought this information he received before instituting prosecutions.

Mr. SIFTON—He said he had certain information and when you asked him he said it was afterwards borne out by evidence in court.

*By Sir Charles Hibbert Tupper :*

Q. Is that in evidence before the trial?—A. The evidence before the trial was that Anderson had gone through southern Manitoba along the Glenboro' branch and paid money to deputy returning officers. Before McDole's case was completed, I examined Anderson before the magistrate at Carberry and got him to swear he had paid money to McDole and then I went on with it.

*By Mr. Sifton :*

Q. What was the offence for which you prosecuted him?—A. For taking a ballot after a voter had given it to him and substituting another paper for it and putting it in the ballot box.

Q. What was the nature of your information as to what he had done in that regard?—A. My information was from three sources : first, as to the number of men who claimed they had voted for Rutherford as against the number of ballots in the box ; second, that he had practiced substitution of ballots with another man in Cypress River two days before ; and third, the payment of money by Anderson.

Q. Give us the details as to these three points, first as to your information as to the number of people who voted?—A. I brought evidence before the magistrate.

*By Sir Charles Hibbert Tupper :*

Q. You are referring to exhibit "B"?—A. Yes, but he did not come to trial ; it would be in the second part of that report giving the cases before the magistrate. I have forgotten till I saw my memorandum. I should say that Freeborn also gave evidence in the McDole case, so that I had four sources from which to come to that conclusion. I have not the number of ballots ; I think the witnesses were so scattered and that borough was so wide I did not call them, but I had the payment of money, the conversation with Freeborn admitting that he had substituted ballots, and the evidence of the man before whom he had practiced it.

Q. Who was that?—A. I forget among all the men whom I saw.

*By Mr. Fraser (Guysboro') :*

Q. He practiced this before the election?—A. Yes. He had practiced it before a man in Cypress River.

*By Sir Charles Hibbert Tupper :*

Q. How many sources of information had you?—A. I think four, but I am speaking largely from memory, because McDole's case was not one of very much importance.

## Public Accounts Committee.

Oh, yes, and another source I had quite forgotten in the McDole case: McDole sent a petition to Boyd asking him to resign. I believe it was claimed that Boyd said that if any of these men would prosecute he would resign, and this man signed the petition.

*By Mr. Hughes :*

Q. Did you have that information before the prosecution?—A. Yes.

*By Mr. Clancy :*

Q. Did you have it proved that Mr. Boyd made that statement?—A. No.

Q. How did you connect him with it?—A. I had a report from Glenboro, which is near Cypress River, that he had said that if any of these men would prosecute he would resign.

*By Sir Charles Hibbert Tupper :*

Q. You have not that in your report?—A. You will find it, I think, in the Cypress River report. I did not proceed against him before the grand jury as the witnesses were so scattered and it would be so enormously expensive I did not take it up.

*By Mr. Sifton :*

Q. He was committed for trial by the magistrate?—A. Yes.

Q. And the reason you did not prosecute was that the expense would be so large?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. How much did the McDole case cost?—A. I cannot remember.

Q. You had fifty witnesses?—A. I cannot remember how much it cost. Sir Oliver Mowat told me when I was in Ottawa to take four or five cases and abandon all the rest.

*By Mr. Sifton :*

Q. Were there any other cases?—A. I have not said anything yet about Herriman.

Q. Who is Herriman?—A. His profession is a gambler, the same as mine is a lawyer, and as well known.

*By Mr. Hughes :*

Q. What is his occupation?—A. He is chief gambler of Winnipeg.

*By Mr. Sifton :*

Q. What was he?—A. A deputy returning officer.

Q. Where?—A. Beaver Creek, I think.

*By Sir Charles Hibbert Tupper :*

Q. You are referring again to your notes?—A. Yes. You will find Russell Herriman there. I know that man was convicted for gambling, because he and his chum were arrested for vagrancy, the only way to punish gambling, and I defended his chum and Heyman defended him, and he got three months.

*By Mr. Sifton :*

Q. That was before he was appointed deputy returning officer?—A. Yes.

Q. Herriman had been convicted before the appointment?—A. Yes.



Q. He was appointed deputy returning officer for what poll?—A. Beaver Creek, about nine miles from McGregor in the country. He was not originally appointed in the warrant appointing a deputy returning officer and signed by the returning officer. A man by the name of Eaton was made deputy returning officer and his name was scratched out. You will find it in the report of the Clerk of the Crown in Chancery. Russell Herriman's name was written in and he went up there.

Q. Who acted?—A. Russell Herriman acted.

*By Mr. Rutherford :*

Q. Do you remember how that change was made?—A. The returning officer did not know Russell Herriman but some of Mr. Boyd's friends recommended him as a good man.

Q. Which one of Mr. Boyd's friends?—A. I think it was his brother.

*By Sir Charles Hibbert Tupper :*

Q. In your report you say that "The returning officer swore that he did not know Herriman before he was appointed, but that he acted upon the recommendation of someone believed to be Boyd's brother?"—A. Yes, that is all I mean by that.

*By Mr. Sifton :*

Q. The returning officer was Mr. Richardson?—A. Yes.

Q. Of Portage la Prairie?—A. Yes.

Q. Hugh Boyd, of Carberry, is known to be Boyd's brother?—A. Well, I cannot remember whether it is Hugh or not. It is the blacksmith who was on the grand jury.

Q. Mr. Richardson would be likely to know who Boyd's brother was?—A. Yes.

Q. If he believed him to be Boyd's brother it would be pretty sure to be correct?—A. I believe there is no doubt of that.

Q. You say this other man, Dr. Eaton, was appointed in the first place by warrant?—A. Yes, and that name was struck out.

Q. And the name of this gambler Herriman was put in?—A. Yes, I am confident of this, that it was not in the handwriting of the returning officer.

Q. Herriman acted?—A. Herriman acted. Herriman went from Winnipeg nearly 100 miles to take that poll.

Q. What is Herriman's usual place of residence?—A. Winnipeg.

Q. What was the information which you got as to what transpired at this poll at which Herriman was the deputy returning officer?—A. From my reports made by friends of the Liberal party I thought there was something crooked, and acting upon that, and upon the change which by a search I had made here in the department I found to have been made in the warrant of appointment and from his known character—I acted practically upon that alone and arrested him. I did not think he was a proper man to be deputy returning officer in a locality where there were plenty of respectable farmers.

*By Mr. Sutherland :*

Q. He did not live in the constituency?—A. No, he did not live in the constituency or near it.

*By Mr. Sifton :*

Q. What further information did you get about that?—A. I do not know that I had anything more about that one.

Q. At that time?—A. At that time.

Q. What information did you get subsequently? Did you go on with the proceedings?—A. No, I abandoned them.

*By Mr. Hughes :*

Q. It is wonderful that you let that fellow off. That was a splendid case to push?—A. The number of witnesses would have been large. The numbers were 49 Braith-

## Public Accounts Committee.

waite; 27 Boyd; and 49 Rutherford. It was necessary to call these witnesses to prove the three cases, and you could not tell who were the Braithwaite witnesses, and I thought we had enough. It was a question of expense and I abandoned it. I directed the solicitor who had been acting in that case for some time, to abandon it.

*By Sir Charles Hibbert Tupper :*

Q. You said in your report that the proof was not sufficient to justify a commitment?—A. I went up to where this magistrate's trial was going on to look into it myself personally as I felt I was personally responsible, and seeing the number of witnesses—

Q. One hundred and five do you say?—A. Yes. We were holding court in McGregor; it was in the depth of winter and we had to bring them from Beaver Creek—

Q. You got them, though?—A. Some witnesses had to be brought 40 miles from a district as large in area as many of your counties.

*By Mr. Rutherford :*

Q. Were not a number of these witnesses in Ontario?—A. Yes; in Manitoba we have winter excursions to Ontario and the old Ontario men who have gone up to that country are given cheap return tickets by the Canadian Pacific Railway and they take advantage of them in the winter.

*By Mr. Cochrane :*

Q. With those 105 witnesses you could have got evidence enough to warrant you in going ahead?—A. I think we got more that voted for Mr. Rutherford than 105.

*By Mr. Sifton :*

Q. You say at this poll where Herriman acted "at the close of the poll the following ballots were found in the box:—Rutherford, 49; Boyd, 27; Braithwaite, 49; rejected, 4. The rejected in no way relate to Rutherford"?—A. Yes. There was no attempt to work them for Rutherford.

Q. You say "there were about 105 witnesses examined and 50 witnesses swore that they voted for Rutherford"?—A. Yes.

Q. That would be one more than there were ballots in the box?—A. One or two we did not count.

Q. "And 50 swore that they voted for Braithwaite"?—A. Yes.

Q. That would be one more than there were in the box?—A. Yes.

Q. "And several known opponents of Boyd's could not be got." What do you mean by that?—A. They were far away or in Ontario.

Q. What do you mean by "known opponents"?—A. Men of well-known Liberal proclivities who were either in Ontario or in distant parts of Manitoba.

Q. You are referring to men that voted in the election?—A. Yes, that we could not get.

Q. Whom, you are satisfied, did not vote for Boyd?—A. Yes, I was satisfied but we had enough cases outside of that.

Q. What you mean is that you got 50 men in each case who swore that they voted for Rutherford and Braithwaite and there were others who could not be got whom everybody was satisfied voted for Braithwaite or Rutherford?—A. Yes.

*By Mr. Foster :*

Q. You could hardly know that everybody was satisfied that they did not vote for Boyd?—A. Well, I should not say "everybody"; I was satisfied from the evidence I got.

*By Mr. Sifton :*

Q. You say "everybody"?—A. I only meant myself; I should not say that. I was satisfied that they did not vote for Boyd.

*By Sir Charles Hibbert Tupper :*

Q. You were also satisfied that very little crooked work was done at that poll?—A. I was satisfied with this.

Q. Is that right?—A. I think it is right because they had two detectives watching them. I think he probably got away with seven or eight votes.

*By Mr. Sifton :*

Q. You say in your report to the Minister of Justice: "From information I had received before the charge was laid I had every reason to believe that ballots had been substituted. A number of our witnesses could not be obtained. I think ballots were substituted to the number of seven or eight"?—A. Yes, I am satisfied of that.

Q. "But the proof was not sufficient to justify a commitment and he was not committed"?—A. Yes.

*By Mr. Hughes :*

Q. You examined 105 at that poll?—A. Yes.

Q. Only 105 votes were cast there, so that there could not be very many from Ontario?—A. There were more than that.

*By Mr. Sifton :*

Q. You say that 105 swore that they voted?—A. Yes.

Q. 50 for Boyd and 50 for Braithwaite, that is 100 at the trial?—A. Yes.

*By Mr. Hughes :*

Q. A hundred and twenty-five votes were cast altogether, from what Mr. Sifton told me?—A. There were more than that.

*By Mr. Sifton :*

Q. He said 105 witnesses not that 105 had voted?—A. I should say to Mr. Hughes that I do not think that Boyd had 27 votes there.

*By Mr. Hughes :*

Q. I am asking you how many polled there?—A. 129.

Q. Then you didn't call any Boyd men at all, and you examined 105 and say there were a lot off in Ontario who you couldn't get?—A. Yes.

Q. That doesn't look as if your story holds together at all?—A. I do not think that Boyd had any more than 20 votes.

*By Mr. Cochrane :*

Q. What makes you think that?—A. I have the opinion still that Russell Herriman got away with seven or eight votes.

*By Mr. Sifton :*

Q. What other cases are there?—A. We referred to William Clark, I think, before.

Q. No.—A. Clark of Pleasant Point? Oh, yes, we referred to him.

Q. Now, what other cases were there? We have completed what you have to say of the Herriman case?—A. Then there is the Mawhinny case.

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Q. Who was Mawhinny?—A. William Mawhinny of Holland.

Q. Is that his residence or is that where he acted?—A. His residence was at Portage la Prairie. He is an insurance agent. He was deputy returning officer at Holland. There were nine affidavits before the information was laid. I had the sworn evidence of 47 or 48 voters; I am not quite sure whether it was 47 or 48 voters, who swore they voted for Rutherford, and there were 38 ballots for him in the ballot box, I think, and I got just ten more than were in the ballot box. I laid an information against him. I also had the evidence of Mawhinny who was the man who took the ballot boxes around to the different deputy returning officers round in that locality. He took the box for Scammell, and I think the one for Parker. Mawhinny also had a conversation with Freeborn respecting this dealing with the ballots. He told Freeborn according to Freeborn's testimony, they discussed the question of the ballot box stuffing, and Mawhinny told Freeborn that he had been instructed how to do it, and got the ballots for this purpose from a man named Edward Clark, I think it was, and Freeborn said Mawhinny told him Clark had got the information from Waller—the Waller I referred to before. At the trial Mawhinny swore he never spoke to Freeborn, and we did not get a verdict. I am satisfied he did converse with Freeborn, and if there was another trial I could prove it.

Q. Why?—A. Because two witnesses told me they saw Freeborn and Mawhinny talking together in Holland the night Freeborn said he was there.

*By Sir Charles Hibbert Tupper :*

Q. What are their names; are they any more respectable than Freeborn?—A. Oh, respectable farmers in the locality. I think I have the names here in my report. I say in my report: "After the trial was over two witnesses appeared and said they were prepared to swear they saw Mawhinny."

Q. What poll was that?—A. Holland, and Mawhinny's name is William.

*By Mr. Wood (Brockville) :*

Q. Have you the names of these two men?—A. I have it on my brief. I have not got it here.

*By Mr. Clancy :*

Q. Do you know the political leanings of those men?—A. No. They just came up and told me what they were prepared to swear.

*By Sir Charles Hibbert Tupper :*

Q. You are a strong politician yourself; you are a stumper?—A. Yes, I am a stumper.

*By Mr. Sifton :*

Q. What did they say to you?—A. They told me they saw Mawhinny talking with Freeborn at Holland.

Q. Was this in the trial?—A. No, after the trial. It was too late.

Q. These men volunteered the statement?—A. They volunteered the statement to me.

*By Mr. Wood (Brockville) :*

Q. Did they give you any reason why they did not approach you before the trial?—A. Well, this was a matter of public notoriety; only this, Mawhinny gave his evidence last, and I had no idea he was going to swear that way.

Q. They were in the court room and heard the evidence given, and they waited until the trial was over before they came to you?—A. Yes.

Q. What surprises me is that after making up your brief to justify you in your course you did not think that was very important?—A. I did not think I would be called on to justify it. I think I was justified and I am willing to take the responsibility.

(Sir Charles Hibbert Tupper objects to the evidence, pointing out that the witness had not brought his brief here.)

*By Mr. Foster :*

Q. You swore as the evidence was read that after Mawhinny was acquitted—— ?  
—A. Well, I would not say after he was acquitted, while the jury was out.

Q. After the evidence was all in?—A. Yes.

Q. That two men approached you and gave you information?—A. Yes.

Q. And you swear positively you could prove he was guilty?—A. No, I believe I could prove he was guilty.

*By Sir Charles Hibbert Tupper :*

Q. You thought he was guilty?—A. I say so still.

*By Mr. Foster :*

Q. Do you think that after a conversation outside the court with two men, that the case is proven?—A. Certainly not. I have to size up the men, I have to read them as lawyers read every man to see if they can believe them.

*By Mr. Clancy :*

Q. Were these men introduced to you?—A. I think the sheriff brought these two men to me and said there were two men who said that what Mawhinny said was untrue and what Freeborn said was true ; I saw it was too late to get it in and I discussed it with Freeborn, I think. I still thought that the jury would give me a verdict.

*By Mr. Wood (Brockville) :*

Q. Don't you think you have a straight case of perjury against Mawhinny?—A. Yes, and I went so far as to report that case of perjury to the Attorney General, but he thought we had enough cases.

*By Sir Charles Hibbert Tupper :*

Q. But the perjury has nothing to do with the other cases?—A. I certainly discussed the question of that perjury with the Attorney General.

*By Mr. Sifton :*

Q. But perjury is not a Crown case in the true sense of the term?—A. No.

*By Mr. Wood (Brockville) :*

Q. You must have discussed the matter with the view to proceeding, but the Attorney General advised you not to proceed?—A. Well, they were treated as every perjury case is, leaving it to a private prosecutor to get a commitment and then the Crown takes it up.

*By Mr. Sifton :*

Q. What is the next case?—A. Did I give you Thomas Anderson of Arizona?

Q. No.—A. He was deputy returning officer at Arizona, but he lives at Carberry, and he was the man who paid Parker, one of the deputy returning officers, \$100.

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*By Mr. Wood (Brockville):*

Q. Just give the evidence which you had to go on in the first case?—A. I know we got this information before we went on with the trial; we had Anderson in another case and from the evidence he gave then we went on with that against him.

*By Mr. Hughes:*

Q. I want to ask a question before the witness passes away from the Holland polling division. The witness says they got affidavits from men who had voted for Rutherford; that there were ten more than there were ballots for?—A. I think it was ten; they were affidavits I caused to be procured before the magistrate's case went on. I sent out canvassers to get them.

*By Sir Charles Hibbert Tupper:*

Q. Did they pay for these certificates?—A. I paid the men for getting them but they did not give anything for them.

*By Mr. Hughes:*

Q. Did the people know what they were signing?—A. Oh, I was not there, and cannot say what they thought they were signing.

*By Mr. Sifton:*

Q. The affidavits were apparently in regular form?—A. Yes.

Q. They were submitted to you as evidence?—A. Yes.

*By Mr. Wood (Brockville):*

Q. You had examined Anderson in previous cases?—A. Before Anderson came up for trial before the magistrate I had examined him in a previous case and he swore that he had paid McDoyle, the deputy returning officer at Cyprus River, \$75; Uriah Scammell, deputy returning officer at Rathwell, \$25; and Parker, the deputy returning officer at Treherne, \$100. He swore that these were campaign monies which he got from Boyd's Committee or Boyd's treasurer and that he paid them to these men.

Q. This was all gathered from him on his examination?—A. Yes.

*By Mr. Sifton:*

Q. Give us as briefly as you can the nature of the information on which he was prosecuted. What was the information which you received upon which you felt justified in prosecuting him?—A. I received information that there were a great many more voters who voted for Rutherford than there were ballots in the box.

Q. In favour of Rutherford?—A. Yes. The proportion was rather strong there. Rutherford got but 15 ballots at that place. Before the magistrate 23 men swore that they voted for Rutherford, and at the assizes 24 men swore that they voted for Rutherford. Of course I do not know whether I got them all.

*By Mr. Wood (Brockville):*

Q. Before the magistrate how many swore?—A. 23.

Q. And at the assizes?—A. 24. I am not sure but that my report is a little different from that; I may have made a mistake. In addition to that, he had a conversation with Freeborn. He came down to Winnipeg about the time the prosecutions were threatened and had an interview with Freeborn. He admitted, and my instructions from Freeborn were, that he tried to induce him not to give evidence against him. Freeborn reported to me that he had a conversation with Anderson after the election and discussed with him how the "ballot racket," as he called it worked in Anderson's locality and Anderson told him that he had no difficulty in pulling the wool over their eyes there. I think the jury disagreed in that case.

*By Mr. Sifton :*

Q. Did the information which you received and upon which you advised the prosecution turn out at the trial to be substantially correct?—A. Yes.

Q. I do not mean that the jury did not find it correct; but, substantially, was it what you tried to prove to the jury?—A. I proved to the jury fully all the information I received before the trial.

*By Mr. Wood (Brockville) :*

Q. What was the result?—A. The jury disagreed, I think.

*By Sir Charles Hibbert Tupper :*

Q. In all these cases Freeborn was examined very fully as to his character, was he not?—A. Very fully.

*By Mr. Sifton :*

Q. Just read from your report on the Anderson case to the committee?—A. My report on the Anderson case is as follows:—

“Thomas Anderson, Poll No. 28, Arizona.

“Anderson was deputy returning officer at this poll. At the close of the poll the following ballots were found in the ballot box:—

“Boyd, 49; Braithwaite, 29; Rutherford, 15.

“No rejected ballots.

“This man was indicted before the grand jury, who found a true bill. At the trial before the jury 23 voters.” Sir Charles Hibbert Tupper, I think I reported 23 voters before the jury; that should be 24. At the trial before the jury 24 voters appeared.

*By Sir Charles Hibbert Tupper :*

Q. What do you correct that from?—A. From my notes on the margin; I found I had made a mistake.

Q. When?—A. It must have been immediately afterwards.

Q. What did you correct it from; from a memorandum?—A. After the trial I made this report and then I went over it again before I put my papers away in this case to verify everything before I sent it to oblivion:—

“At the trial before the jury 24 voters swore they voted for Rutherford, and at least three others are known who are pronounced Rutherford men and who we believe beyond doubt voted for Rutherford but whose evidence we could not get.

“Anderson had the ballot box either on a small table or a large box quite away from the poll clerk and upon a platform at the end of the schoolhouse. The scrutineers sat at the school desks in front of the deputy returning officer and the poll clerk had another table. Voters in coming up to receive their ballots and to hand them back again stood between the scrutineers and the deputy returning officer.

“Freeborn swore that he had a conversation with Anderson shortly after the election, in which Anderson said it was a pretty good scheme and that he had no difficulty in pulling the wool over their eyes at his place. He told Freeborn that a day or two before the election he had gone through Glenboro', Holland, Treherne and Rathwell to fix up the deputy returning officers.

“Freeborn swore further that Anderson commenced the conversation by asking him (Freeborn) how the ballot racket had worked where he was. Freeborn further swore that when the informations were first laid before the magistrate, Anderson came down to Winnipeg and endeavoured to persuade Freeborn from giving evidence against him.

“Anderson went into the box and denied his guilt and denied the conversations with Freeborn. He admitted that two or three days before the election he went to Glenboro' and left \$100 there for election purposes; on to Cyprus and left \$75 with

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McDole, the deputy returning officer there ; at Holland he left \$100 with Dr. Lipsett ; at Treherne he left \$100 with Parker, the deputy returning officer, but he says he instructed him to hand that \$100 to Alexander, the postmaster, to be used for election purposes ; he then went on to Rathwell and left \$25 with Scammell, the deputy returning officer there.

“ After a long delay the jury disagreed and I adjourned any further hearing until next assizes.”

*By Mr. Wood (Brockville) :*

Q. Apart from the leaving of these monies, you had only the evidence of Freeborn upon which to go ?—A. I had more than that—I had these 24 voters. These 24 men went into the box, faced cross-examination and swore that they voted for Rutherford, yet there were only 15 ballots.

Q. But you had only the evidence of Freeborn as to what Anderson said. Suppose these 24 men did not vote for Rutherford ; suppose 5 or 6 voted for Boyd and not wishing Rutherford to know that, swore that they voted for him. Apart from that you had nothing but Freeborn's statement ?—A. That is all. I had only these facts and the admission he made.

*By Mr. Wood (Hamilton) :*

Q. What was that money paid to the deputy returning officers for ?—A. I do not know.

*By Mr. Sifton :*

Q. Well, now we have got that case pretty fully, what is the next ?—A. Well, there is George Anderson of Winnipeg, but we have discussed that.

Q. That is the case of teaching the deputies ?—A. Yes, and then the Clark case we have had.

*By Mr. Wood (Brockville) :*

Q. Was that the case where you got the conviction ?—A. No, they disagreed there. There were two trials and the jury disagreed both times.

*By Mr. Sifton :*

Q. What is the result of the trial in that case ?—A. The jury disagreed.

Q. So he was tried twice ?—A. No, Clark was tried twice.

Q. Than there is the Henry Waller case ?—A. Henry Waller lives in Carberry. He was the legal agent, the statutory agent of Boyd.

Q. The election agent ?—A. Yes, the election agent of Boyd. Freeborn told me that Waller assisted him in instructing Saunders.

Q. Saunders was the man that was convicted ?—A. Yes. At the trial of Saunders before the magistrate at Gladstone, Waller was not called ; he was not there. At the trial of Saunders before the jury Waller was present and heard Freeborn's testimony and did not go into the box.

*By Mr. Wood (Brockville) :*

Q. Don't get on to the trial until you first exhaust any knowledge on which you based your indictment before the magistrate. You see you jump from one to the other so quickly ?—A. We can get on so much more quickly by going straight on with the trial. Uriah Scammell reported that Waller taught him how to manipulate the ballots, first asking him if he could play cards.

Q. Did Scammell report that to you ?—A. Yes.



Q. Waller paid money to Freeborn and also instructed Freeborn to go up and down the Manitoba and North-western Railway and there instruct deputy returning officers in this art.

*By Mr. Hughes :*

Q. You have only Freeborn's evidence for that?—A. I have only Freeborn's evidence for that but Waller never contradicted it. Scammell also said that when Waller instructed him in the manipulation of the ballots he promised him money and that shortly afterwards Anderson came to him and gave him money, but Waller did not give Scammell any money. Scammell said that Waller promised him money.

*By Sir Charles Hibbert Tupper :*

Q. Was this after his arrest that he told you this?—A. Before, I think.

*By Mr. Sifton :*

Q. Scammell told you himself?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. What did you say was this information given to you by Scammell after his arrest and after your assurance of protection?—A. I think it was reported to me first that Scammell told this story and that after the arrest Scammell told me.

*By Mr. Sifton :*

Q. You think he told you this after the arrest?—A. I think so.

*By Sir Charles Hibbert Tupper :*

Q. Was it after you had told him as a Crown officer that indulgence would be shown to him by the Crown that he confessed to you these things?—A. Well, it is very difficult for me to answer that because I think I told him that if he told me the whole story and I was satisfied of its truth and with him I would treat him as many others are treated; I would give him immunity.

Q. He confessed his guilt and then you talked with him after his arrest?—A. I did not have a conversation with him until after his arrest. I think it was at the same time I gave him the promise.

*By Mr. Wood (Brockville) :*

Q. He was promised immunity if he would tell the truth?—A. If he would tell the whole story.

*By Mr. Sifton :*

Q. There is no dispute about that he was promised immunity if he would turn Queen's evidence and give his evidence?—A. Yes.

*By Mr. Wood (Brockville) :*

Q. Where is he now may I ask, has he got a position?—A. I think he has lost it since.

Q. Did he get one since?—A. He was an officer of the Dominion Government and as I understood he lost his office since, but perhaps the Minister of the Interior can tell you. He is a farmer.

*By Mr. Fraser (Guysboro') :*

Q. He was a Dominion official at that time?—A. At that time, yes.

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*By Mr. Sifton :*

Q. Let us get on with the others?—A. I think that is all. Just let me see the report of the trials before the magistrate.

Q. What other cases were there, what became of Waller's case before the jury?—

A. It was thrown out by the grand jury—that is the one case that they did not find a bill, in the case of Henry Waller.

Q. He was charged with inciting others to improper conduct?—A. Freeborn swore also in the magistrate trial, one of the trials before Harry Waller's came on, that it was Waller who first interviewed him, Freeborn. Boyd saw him at night in Carberry after having received this telegram saying that he was a good man. After receiving that telegram Boyd said "a man will see you" and that night Harry Waller saw Freeborn and they made their bargain and went on with their work. They used the jug in a bedroom for a ballot box to practice on.

Q. You have told us substantially the nature of the offence for which Waller was prosecuted?—A. Yes.

Q. Get on to the next case now.—A. Charles Brooks, who lived near Carberry.

Q. Was he a deputy returning officer?—A. Yes, at poll 41. I do not know much about this Brooks matter because I think I was only ten or fifteen minutes in court while it was going on, and I simply say in my report that there were a number of suspicious circumstances surrounding this case. Several people swore they voted for Rutherford.

*By Mr. Wood (Brockville) :*

Q. How many swore they voted for Rutherford?—A. Forty-one.

Q. How many ballots were there?—A. Thirty-six. That was in a sparse neighbourhood and it was difficult to get witnesses. There were also a number absent and it was difficult to get them. Forty-one swore and there were 36 ballots in the box for Rutherford.

*By Mr. Sifton :*

Q. In that case on account of the expense you did not go on?—A. On account of the expense.

*By Mr. Wood (Brockville) :*

Q. Every man should make an affidavit in order to get at the exact number of votes?—A. I was satisfied if I got up to the number of those who voted and a few more.

Q. In the case of Brooks did the jury bring in a bill?—A. I did not indict him. I dropped him.

Q. Why?—A. Because Sir Oliver Mowat told me that if I got a few it would be enough.

*By Mr. Clancy :*

Q. You took the strongest cases?—A. Well, I took them from different parts of the country. I thought they were all equally strong.

*By Mr. Sifton :*

Q. Will you go on?—A. The next case is Moses Finklestein. He is that Jew merchant in Carberry. He was deputy returning officer at Carberry. There were 38 ballots in the box marked for Rutherford and after we had sworn 42 witnesses who swore they had voted for Rutherford I cried a halt and the magistrate committed him.

*By Mr. Wood (Brockville) :*

Q. Was that one of the cases you proceeded with at the assizes?—A. No, I did not proceed. I took one from Carberry.

Q. You dropped this ?—A. Yes, on account of the expense.

*By Mr. Sifton :*

Q. Please go on ?—A. I may say this in that case : I was present at the trial and was particularly struck with the fact that many of the witnesses swore to the suspicious way in which he held the ballot when tearing off the counterfoil. They did not know what was going on, but they were suspicious. He generally held the ballot behind the box to tear off the counterfoil. They could not see what became of the ballot and then something would go into the box.

*By Mr. Wood (Brockville) :*

Q. What was done with Finklestein, was he committed ?—A. Eventually. I took only one from that district. He was committed to trial for receiving ballots from voters and not putting them in the box but putting in others. Then there was the case of James Waller. I arrested him but I did not go on. I dropped that case. We had so many, and the fact was we could not get constables to serve the subpœnas.

Q. You dropped James Waller ?—A. Yes.

Q. Why did you drop that case : give me the evidence you had. You are trying to impress the Committee that you had a great many more cases that you might have brought for trial. My information is that you brought everything in sight ?—A. Well, I got 15 commitments before a magistrate.

Q. Of deputy returning officers ?—A. Yes.

Q. How many were there in the whole ?—A. I think there were forty odd ; perhaps fifty-two.

Q. What about James Waller ; what evidence had you against him before you went on ?—A. Some man, I forget his name, told me Waller said he had two sets of ballots and could have elected anybody he liked, and knowing the other facts, and believing there was a shortage of ballots there I directed a prosecution. I was not present at the trial. I may have looked in. After going on a little while I directed them to drop it.

Q. As a matter of fact you had no evidence against Waller ; if you had not, say so ?—A. I can say this, we did not think we could get evidence in that case that would make out a flagrant case.

Q. Let us have any evidence at all you had ?—A. There was evidence that he had two sets of ballots.

*By Mr Sifton :*

Q. I see you have in your report the following :—“James Waller, poll 42. Was deputy returning officer. Fifty-one voters were examined in this case, and amongst other witnesses one swore that Waller told him shortly after the election that he had two sets of ballots and could have made a majority as he liked, and showed the witness how the ballots were manipulated ” ?—A. Yes.

*By Mr. Wood (Brockville) :*

Q. What was the name of that witness ?—A. Really I forget. There was a witness who swore to what I have said.

*By Mr. Hughes :*

Q. What is his name ?—A. I cannot remember it. The magistrate has it.

Q. I would like to know the names of the magistrates before whom the commitments were made ?—A. James Waller was brought before Mr. Campbell, of Brandon.

Q. Appointed by the local government ?—A. Oh, yes.

Q. Now, who were the other magistrates who heard these cases ?—A. Well, Mr. Campbell took all the main line ; no, not all, because Mr. Cory, of Gladstone, took the

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McGregor trial, that is on the main line, but not far from where Mr. Cory lives. Then Mr. E. F. G. G. Hay, police magistrate of Portage la Prairie, took the cases up the Manitoba and North-western Railway.

Q. You say there was an awful distance between the places; that is a long way.—

A. There is a road up the prairie, he took that for 60 or 70 miles. Then Mr. Dawson, police magistrate of Winnipeg, took the Canadian Pacific South-western line, Glenboro', Cypress River, Treherne and Rathwell.

Q. How many of these lived in Macdonald county?—A. All, I think, but Mr. Dawson.

*By Mr. Fraser:*

Q. All were police magistrates?—A. Yes.

*By Mr. Sifton:*

Q. Mr. Hughes has brought up the question of the personnel of these magistrates; you appear to have taken the police magistrates?—A. Yes, men of unquestionable ability and integrity.

*By Mr. Hughes:*

Q. In your opinion?—A. In everybody's opinion in the North-west.

*By Mr. Sifton:*

Q. There is no magistrate specially commissioned for this work?—A. No.

*By Mr. Clancy:*

Q. Of the 51 witnesses at the magistrate's examination you had only one at the trial?—A. Oh, yes, they were called largely to say they had voted for Rutherford, but there was only one to say he had a conversation with Waller. Then there is the case of Fred. Brown, who, I think, lives at Blake, as distinct from Tupper. I think there I only called four or five witnesses. He was at Macdonald polling subdivision, I think.

*By Mr. Sifton:*

Q. You did not go on with him?—A. No, he was not committed.

*By Mr. Wood (Brockville):*

Q. What evidence had you against Fred. Brown at all?—A. Freeborn got the ballots that he handed to Saunders from Fred. Brown. Freeborn was told in Portage la Prairie to get the ballots from him; I think he went to the returning officer's and someone, I will not say it was the returning officer, referred Freeborn to Brown, who seemed to be the custodian of the ballots, and from him he got the ballots that were to be distributed to deputy returning officers.

Q. You had no other evidence that Freeborn was there?—A. No.

Q. How many witnesses did you call?—A. One or two and the case was dropped.

Q. But you had no ground for incurring the expense?—A. I was told by someone in Portage la Prairie that it was believed through the county that there were many changes of ballots in that division, and then I had the evidence of Freeborn that it was Brown who handed out the ballots for the deputy returning officers. When I went out to examine the case a great many of the voters had gone on an excursion to Ontario.

*By Mr. Sifton:*

Q. As you did not proceed you do not claim there is anything against him?—A. No.

*By Mr. Wood (Brockville):*

Q. But you got paid for it?—A. Whatever there was. Then there was the case of Renwick at poll 45. There were 32 voters swore they voted for Rutherford and there were only 27 ballots for Rutherford.

*By Mr. Sifton :*

Q. He was committed for trial?—A. Yes. There were several witnesses there I see absent in Ontario.

*By Mr. Hughes :*

Q. How many voted for Rutherford?—A. Thirty-two, and I see from my notes there were several absent in Ontario.

*By Mr. Wood (Brockville) :*

Q. That doesn't cast any suspicion on the deputy returning officers?—A. I think that was the case ; I am inclined to think that was the case where the certificates were signed by Howden. It showed me there was a clear irregularity, because voters voted on certificates signed in the returning officer's name by Howden.

Q. But suppose there was a vote out in Carleton and the one man gets 47 and another 50, and someone swears that there should be 60 where there are only 50 ballots to show, there will be nothing to show that the deputy returning officer has done anything wrong?—A. I think if in the same riding the manipulation of ballots was practiced universally—

*By Sir Charles Hibbert Tupper :*

Q. That is not the same in this case?—A. I think it was.

Q. Did you in any of these cases go on the assumption that you had evidence to commit a man if you proved that more voters voted for Rutherford than the deputy returning officer's return showed there were ballots?—A. I would have, unquestionably, asked the magistrate to commit if there was any material number in excess. In all these cases where there was a material excess, I could not believe that 10 or 15 men would go there and swear to a lie.

Q. Without other evidence of any kind?—A. No other evidence but knowing what was going on in the riding.

Q. You have added that. That "knowing" must depend on the evidence?—A. It might be beyond question of doubting.

Q. Just come to my question, please. I ask you if you had nothing else than the evidence of this disparity in the officer's statement, if you would ask for a commitment? If you had so many witnesses who said that they voted and so many less voters' names recorded, on that evidence would you have asked for a commitment? Did you proceed on that reading of the law?—A. I could not disassociate these circumstances in my mind. I knew what had been done.

Q. Are you able to give me an answer to my question, yes or no?—A. I had the ballots in my possession.

Q. Is that the only answer you can give?—A. It seems to me to be the only answer I can give.

*By Mr. Wood (Brockville) :*

Q. You did not expect a commitment at the assizes on that?—A. I certainly did. I believed that if I produced the stolen ballots, together with the evidence I had in other cases, I should obtain a conviction.

## Public Accounts Committee.

*By Sir Charles Hibbert Tupper :*

Q. I did not say anything about stolen ballots. What evidence have you of stolen ballots?—A. I had them.

Q. You understand that that was not my question?—A. But I had them.

Q. You understand I did not refer to stolen ballots?—A. Yes.

*By Mr. Wood (Brockville) :*

Q. Did the grand jury bring in a bill in the case of Renwick?—A. I did not indict him.

Q. You did not proceed in that case?—A. No, there was nothing more done.

*By Mr. Sifton :*

Q. Go on to the next case?—A. W. J. Hamilton I think is next.

*By Mr. Wood, (Brockville) :*

Q. Where was he deputy returning officer?—A. He was deputy returning officer at poll No. 47. One of the reasons why I proceeded in that was on account of the poll clerk Goodwin. He was a stranger in the municipality and in the riding but Hamilton made him poll clerk. All that Goodwin did was to write down the first name and after that the returning officer acted entirely as poll clerk. Goodwin had no vote in the riding at all but Hamilton took his name, recorded his vote and pretended he had a certificate. He had no certificate and none was ever produced. He took the vote though the man had no more right to vote than the man in the moon.

*By Sir Charles Hibbert Tupper :*

Q. Where did you get the information that there was no certificate. You do not say that in your written report. You say there was none produced?—A. I mean there was none found in the ballot box, and he could not get one because the man was not a voter.

*By Mr. Sifton :*

Q. There was none where it ought to have been?—A. No. He pretended to Rutherford's agent that he had a certificate for him. In that case we had thirty-nine men who swore that they voted for Rutherford and there were but thirty-one ballots.

Q. Was he committed for trial?—A. Yes.

Q. Did you proceed at the assizes?—A. No, I did not proceed. If not in this case, at all events in several cases, constables voted on certificates, which was a clear contravention of the law. The next case is that of Moses McFadden. I think I abandoned that case.

*By Mr. Wood (Brockville) :*

Q. You had no evidence of an excess of voters?—A. Well, there was some trouble about a voter there who I think had no vote. There was a man named McKenzie who voted there and there was no certificate in the ballot box and none produced.

*By Mr. Hughes :*

Q. Was he sworn?—A. I could not tell you from memory, but you can tell from looking it up here.

*By Mr. Wood (Brockville) :*

Q. Had you any investigation in the case of Moses McFadden?—A. Yes.

Q. What was the evidence there?—A. The evidence was that votes were recorded without certificates.

*By Mr. Sifton :*

Q. Contrary to law?—A. Yes, and it was believed that there was a general shortage of votes there, from the best investigation I could make.

*By Sir Charles Hibbert Tupper :*

Q. Do you remember the date of this investigation before the magistrate?—A. It would be in January.

Q. 1897?—A. Yes.

*By Mr. Wood (Brockville) :*

Q. Had you any evidence in connection with McFadden further than that he had received votes without certificates?—(No answer.)

*By Sir Charles Hibbert Tupper :*

Q. How long before January, 1897, did you get information touching him?—A. I got it all along during the autumn, I was gathering it from all sources and sometime in July.

Q. Was it in July or August?—A. It would perhaps not be long after August; it might be in August or September.

*By Mr. Wood (Brockville) :*

Q. How many polling subdivisions did you call in question?—A. I think there were 15 deputies I laid informations against

Q. How many cases did you investigate?—A. I suppose about 20 or 25.

Q. I would like to know exactly?—A. I could not tell you.

Q. Oh, yes, investigations are pretty serious things?—A. That is to hunt up and find out what is against this man and that one.

Q. How many cases did you actually take before the magistrates, open proceedings and investigate?—A. I laid 15 informations altogether.

Q. How many prosecutions were there altogether?—A. There were 15 deputy returning officers. And then there would be Henry Waller, which would be 16.

*By Sir Charles Hibbert Tupper :*

Q. There will be 21 cases in these papers?—A. There could be hardly so many as that; perhaps so; there was Henry Waller, that tavern keeper at Glenboro', Abram Dennison and Robert Roberts.

Q. Is this right in your letter: "There were nine indictments preferred in Portage la Prairie, upon seven of which the jury returned true bills. Fifteen deputy returning officers had informations laid against them—two against each; ten were committed for trial; Scammell confessed and four were abandoned. Informations were also laid against Henry Waller and George Anderson, who were committed, and against Dennison and Roberts of Glenboro' whose cases were not proceeded with." That is the sum total?—A. Yes.

Q. Did you make any enquiries into the conduct of the balance of the deputy returning officers?—A. I did into some of them.

Q. Into how many?—A. It may have been some slight matters.

Q. It is important because the money went there as well as in others?—A. I do not think it would be much.

Q. Did your investigations go into districts where others than Conservatives were returned?—A. There was Boyd's case, of course.

Q. I mean investigations as against deputy returning officers?—A. I looked carefully into the elections of Mr. Boyd, Mr. Hugh J. Macdonald and Mr. Roche. I looked into others and into Mr. LaRivière's to a certain extent, and in Lisgar there

## Public Accounts Committee.

were one or two things brought to my attention but it was just cases where deputy returning officers had allowed voters to vote on certificates to which they were not entitled.

Q. But did you send detectives in to work at any constituency which returned others than Conservatives?—A. They all returned Conservatives except one. I do not think I sent any detective into Lisgar.

Q. Brandon, did you send any there?—A. No.

*By Mr. Sutherland:*

Q. Had you any information to indicate that any person connected with the Liberal party had practised this system of jugglery with ballots?—A. Not at all. Oh, Sir Hibbert, I am wrong. I did investigate a case in Brandon, I forget what the name was.

*By Mr. Sifton:*

Q. Do you remember, Mr. Howell, whether you made any investigation in any counties where Liberals were returned?—A. Yes.

Q. Mr. Macdonell was elected in Selkirk?—A. I investigated in his constituency.

Q. Then in Lisgar, Mr. Richardson was returned?—A. Yes, I looked into that.

Q. In Brandon, Mr. McCarthy was elected?—A. I had a case there.

Q. In Provencher, Mr. LaRivière was elected?—A. I had two cases there.

Q. Then in Macdonald, the Boyd case; we have mentioned that case. Then in Marquette was Roche. You had the seven constituencies. Now, following out what Sir Hibbert Tupper asked you, did you make any investigations in Selkirk?—A. Yes.

*By Sir Charles Hibbert Tupper:*

Q. What were they?—A. A man by the name of Lundy or from Lundyville. Lundy from Lundyville let people vote that had no votes.

Q. How did you find that out?—A. I investigated it and found it out.

Q. From whom did you get the information you say you investigated?—A. I did not send a man up there.

Q. This was information brought to you?—A. Yes, but we looked into it to some extent.

Q. To what extent?—A. We made inquiries and wrote letters. I am not sure but that I sent a man up there.

Q. You did nothing with it?—A. I reported on it.

Q. Where is that report?—A. I sent it here, at least I think I did. Yes, here it is. Lundy at Selkirk. The report reads:

“J. F. Lundy, Lundyville.

“This man is a postmaster and was deputy returning officer at this poll.

“He acted in a most arbitrary manner. He allowed G. Kerr and G. Cartwright to vote. They had no votes in that polling district, and there were no returning officer's certificates, and it is believed that they have no votes in the electoral division.

“Lundy constantly left the poll and went outside canvassing voters, and would come in with them when they came to vote.”

*By Mr. Clancy:*

Q. Is he still postmaster?—A. I do not know.

*By Mr. Sifton:*

Q. You got that information?—A. Yes.

Q. Did you make any other investigation into counties into which Liberals were elected?—A. Yes, I looked into Lisgar. I am sure there is Lisgar.



Q. Then in Lisgar, what did you discover?—A. Here is my report.

“Lisgar, W. O. Taylor, Barnsley.

“The returning officer granted free certificates to agents for Rogers to vote at this poll. This was objected to by Haverson, Richardson’s agent, but the votes were recorded by the deputy returning officer.

“Arthur C. Hawkins, Poll No. 58, Swan Lake.

“The returning officer granted four certificates to agents for Rogers to vote at this poll, and all four were allowed to vote although objected by George H. Gordon the agent for Richardson.”

Q. The evidence there was that these men were illegally allowed to vote?—A. Yes.

Q. The returning officer himself acted illegally?—A. Yes.

Q. Then you thought there was a case at Brandon, you said?—A. I have not apparently any report on that; it was a case where I got information by letter from the Attorney General.

Q. Now, are those all the cases you have to call the attention of the Committee to?—A. Yes, all those that are in my report I have called the attention of the Committee to.

Q. Where is your summary report? (Letter of March 27, Exhibit “A.”) You say there were examined before the magistrates 774 witnesses, many of whom were brought long distances, and at the assizes there were examined before the Grand Jury, 150 witnesses and 176 before the Petty Jury, and that there were nine indictments preferred in Portage la Prairie, on 7 of which the jury returned true bills—that would be the Grand Jury?—A. Yes.

Q. You say also that fifteen deputy returning officers had informations laid against them, that ten were committed for trial, that Scammell confessed and that four were abandoned, and that informations were also laid against Anderson, Waller, Dennison and Roberts, of Glenboro’, whose cases were not proceeded with. Now, there were fifteen deputy returning officers against whom informations were laid; were all of them committed?—A. Ten were committed, one confessed and four were abandoned.

Q. That made the fifteen?—A. Yes.

Q. There were ten committed for trial?—A. Yes.

*By Sir Charles Hibbert Tupper:*

Q. How many were committed finally?—A. Saunders, one.

*By Mr. Sifton:*

Q. There were ten committed for trial?—A. Yes.

Q. You say fifteen informations were laid against deputy returning officers and that ten were committed, four abandoned and that Scammell confessed?—A. Yes.

Q. Ten were committed for trial?—A. Yes.

Q. How many of these were indicted?—A. I only indicted five persons. I think there were nine indictments. Of the ten, I threw off half.

Q. Ten having been committed for trial, you caused indictments to be laid against five of these?—A. Yes.

Q. Upon what principle did you proceed? Why did you not proceed against them all?—A. I selected localities rather than men. I took one from the Manitoba South-western Railway. I did that for the purpose of showing that what was complained of was universal. If I took them all from Carberry, it might be said that the irregularities were all from that locality. I took them from different parts of the country, geographically.

Q. You pressed them sufficiently to make an example and to expose the conspiracy?—A. Yes.

Q. In your former evidence you spoke of coming to Ottawa on other business, and while here, of having had an interview with members of the Government?—A. Yes.

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Q. That would be before the trials took place?—A. Yes, and before all the magistrates' trials were completed. One or two were going on before I left Winnipeg.

Q. Being here, and being the counsel in charge, you were asked to come before a Committee of the Government?—A. Yes.

Q. Do you remember who the members of that Committee were?—A. I think I can name most of them. There were Sir Oliver Mowat, the Premier, yourself, Mr. Blair, Sir Richard Cartwright, and I am not sure whether it was Sir Louis Davies or Mr. Fielding. I am inclined to think it was Sir Louis Davies, because I think Mr. Fielding was in Winnipeg while I was here. I do not remember any others. I had a memo. of expenses incurred up to that time. The probable expenses I could not tell exactly, and I showed them how enormous they were, and said that to go on before the assizes, and bring witnesses so far, would be an enormous expense.

Q. What were you instructed to do?—A. I do not know whether I should tell here what transpired there. It is for you to judge.

Q. You can say what you were instructed to do?—A. I was instructed to go on and take a few cases from different parts; use my own judgment, and spend money enough to secure conviction, if I thought there should be conviction, and go on with them. I remember one of them telling me they thought their liberties were invaded. I think Mr. Tarte was present.

Q. The Minister of Justice gave you instructions?—A. The Minister of Justice told me to go on.

Q. The Minister of Justice did the instructing?—A. He did the instructing.

Q. That was Sir Oliver Mowat?—A. Yes.

Q. And in the proceedings you took subsequently, did you to the best of your ability follow the instructions of Sir Oliver Mowat?—A. I did, and did it just as cheaply as I could.

*By Mr. Wood (Brockville) :*

Q. At this time, how many investigations had been held?—A. I think we had—oh, we must have had six or seven; perhaps seven or eight commitments.

Q. Had you not more than that?—A. There were some going on.

Q. Some were going on before you consulted the Minister of Justice?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. This interview was in February, 1897, and then the vast bulk of these cases were over?—A. But the assizes had not begun, and that was the chief expense.

*By Mr. Sifton :*

Q. You proceeded then, you state, Mr. Howell, to carry out, to the best of your ability, the instructions you got from Sir Oliver Mowat and laid five indictments?—A. Well, I laid indictments against five persons.

Q. All at Portage la Prairie?—A. All at Portage la Prairie, yes.

Q. Who were these five?—A. George Saunders, William Clark, Henry Waller, William Mawhinney, Thomas Anderson. George Anderson was indicted at Winnipeg.

Q. The five men were indicted at Portage la Prairie?—A. Yes. Except that four only were deputy returning officers; Henry Waller was not a deputy returning officer.

Q. There were only four deputy returning officers, George Saunders, William Clark, William Mawhinney and Thomas Anderson, indicted at Portage la Prairie, and Henry Waller indicted, but not a deputy?—A. Yes; he was indicted for inciting the others.

*By Sir Charles Hibbert Tupper :*

Q. What were the deputies indicted for?—A. There were two indictments against each of them.

*By Mr. Sifton :*

Q. Saunders was indicted for what?—A. He was indicted under the Code and under the Election Act; it was difficult to tell which way to proceed.

Q. For what?—A. One was for destroying a ballot, for we believed that taking a ballot from a voter and not putting it in the box was destroying it, and the other indictment was for putting a paper in the ballot box which was not the voter's ballot.

Q. Let us have them in order; what was William Clark indicted for?—A. The same.

Q. And William Mawhinney?—A. The same.

Q. And Thomas Anderson?—A. The same.

Q. And Henry Waller?—A. He was indicted for inciting deputy returning officers to commit this breach of the law.

Q. Were indictments found in all these cases by the grand jury?—A. In those of the four deputies.

Q. But in Waller's case?—A. No bill was found.

Q. In Saunders' case was there an indictment?—A. Yes.

Q. And what was the result of the trial?—A. He was found guilty and the judge reserved the case and the full court affirmed the finding.

*By Sir Charles Hibbert Tupper :*

Q. What was the point reserved?—A. Whether a voter, first, would be permitted to give evidence as to how he voted, and second, as to whether he could be compelled. The court held, following the English case, that the voter had a right to give evidence and could be compelled to give it.

*By Mr. Sifton :*

Q. In the William Clark case what was the result there?—A. The jury disagreed in two trials.

Q. William Clark was tried twice?—A. Yes, and the jury twice disagreed.

Q. In Thomas Anderson's case?—A. The jury disagreed, and I only tried him once.

*By Sir Charles Hibbert Tupper :*

Q. In your eighteen years as a Crown prosecutor how many times have you tried a prisoner twice?—A. Several times.

Q. How many times?—A. I cannot just remember.

*By Mr. Sifton :*

Q. You tried a man named Chamberlain twice?—A. Yes, I think the first time the jury disagreed. I remember a murder case where I had two trials, that man that was killed in Winnipeg; the man is now in the penitentiary for it.

Q. It is not unprecedented by any means?—A. No.

Q. Then in the Mawhinney case, what happened?—A. The jury acquitted him.

Q. In the Waller case?—A. There was no bill found by the grand jury.

Q. Now, I want you to give the Committee your opinion, Mr. Howell, as to whether, upon these four cases upon which a conviction was not secured, you now think as a Crown counsel after what transpired on the trial that you were justified in bringing the prosecutions?—A. I have no hesitation in saying so, and I have no hesitation in saying that the Chief Justice, who was the trial judge, agreed with me. If there was a hint that the evidence was not sufficient I would have dropped them.

*By Mr. Wood (Brockville) :*

Q. How do you know?—A. Because I intimated to the Chief Justice in at least one case, and perhaps in two, that if he thought there was not enough evidence I would drop it. At all events, in my opinion there was no doubt about it.

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*By Sir Charles Hibbert Tupper :*

Q. You are not saying that the Chief Justice agreed with you in every case?—A. I say the Chief Justice charged in my favour every time.

*By Mr. Sifton :*

Q. You had serious difficulties in getting on with these prosecutions, Mr. Howell?—A. Yes ; I had great difficulties.

Q. Difficulties arising from obstacles being thrown in your way?—A. Well, I think so ; of course I may be wrong, but I was not assisted.

Q. It was currently reported—I was away, of course, and do not know what took place—it was currently reported that determined efforts were being made to call off the prosecutions?—A. Well, I know inducements were held out to me to stop them.

Q. What were they?—A. Well, when I made the arrests in Carberry, I was asked to bargain them off.

Q. By whom?—A. By Mr. Gregory Barrett.

Q. Who is Gregory Barrett?—A. He is a solicitor in Carberry. I think he is Mr. Boyd's solicitor.

*By Mr. Hughes :*

Q. Do you know that?—A. I think he was the solicitor of record in the election, but I will not say so.

*By Mr. Sifton :*

Q. The point is that Gregory Barrett came to you in regard to the suppression of these prosecutions?—A. Yes ; he waked me up in bed, in Carberry, between two and three in the morning.

Q. Sir Charles Hibbert Tupper suggested, when you were being examined as to the number of persons you were consulting with, that they were Liberals, and you said they were?—A. Yes.

Q. Barrett is not a Liberal?—A. No.

Q. Is he the same gentleman who was the revising officer under the Dominion Franchise Act for Marquette?—A. For Marquette or Macdonald ; I think it is Marquette.

Q. Then he is a prominent member of the Conservative party?—A. Yes.

Q. What took place between you?—A. He offered, if I would drop the prosecutions to unseat Boyd and disqualify him. I let it go far enough for that, and then I called his attention to the fact that I could not consent to such a thing, that you could not disqualify him by consent. Then he offered to produce the evidence in order to disqualify him if I would drop the prosecution. I told him I could not consider it ; in one case I was employed by the Crown, and I happened to be employed as Attorney on the record on the other case, but I could not consider the two together.

*By Mr. Wood (Brockville):*

Q. That is what you mean by bargaining?—A. Yes.

Q. I thought it was some money offer?—A. They have never approached me in that way.

*By Mr. Sifton :*

Q. You regarded the duty in which you were engaged in these ballot box cases to be the duty of a Crown officer in criminal cases?—A. Yes. And I told him that they must not be considered together at all.

The Committee adjourned.

HOUSE OF COMMONS,  
TUESDAY, 31st May, 1898.

The Committee met : Mr. McMullen, chairman, presiding.

Mr. H. M. HOWELL, recalled, testified as follows :—

*By Sir Charles Hibbert Tupper :*

Q. Mr. Howell, will you state shortly what documents you brought with you to this examination or what papers or books?—A. Do you mean besides what you have got?

Q. I would like you to state shortly what you did bring, what you looked up and what you brought with you?—A. I brought with me a copy of what I might call my account, that you already have; a copy of the letter which accompanied it; a copy or rather, perhaps, the draft of the report upon the cases that I made, and a lot of vouchers, and a package of letters from the various attorneys who rendered accounts to me, and I think that is all. Oh, I have copies of some evidence given at the trial.

Q. In what case?—A. I will look at it. The cases are the Queen *vs.* Anderson, Queen *vs.* Mawhinney, Queen *vs.* Saunders, and Queen *vs.* Clark.

Q. What is that a copy of; what do you mean by a part of the evidence?—A. I think I have only the evidence of Freeborn.

Q. Not a complete copy of the evidence taken at the trial?—A. Oh, no; not all; I could not get that in the time.

Q. What you have is about all?—A. I would not like to say that is all. I have got copies, I say, of some of the things. I would not say all.

Q. Have you copies of the informations laid?—A. Yes.

Q. Of what date is that one in your hand?—A. This one is dated—the one against Thomas Anderson is dated 22nd December, 1896. I brought everything that I thought would—

Q. Have you named about everything now?—A. Well, I think so. For instance, I have some notes here, I see. I just picked up anything I thought would refresh my memory. These are notes I have evidently taken at the trial in some cases heard.

Q. Have you named everything?—A. I think so. Oh, pardon me one minute. I have got some reports from some other solicitors whom I employed. I asked them to report to me in some cases what their evidence was. I have some of these, I see.

Q. Is that all?—A. Yes; that is all.

Q. You had in your hand, when Mr. Sifton was examining you, a document, and attached to that was a letter. Do you remember that document?—A. That was the document I showed you.

Q. What was that document?—A. That is what I have in this bundle of papers here. It is a great collection of what I have named.

Q. A general collection of papers?—A. Yes.

Q. With no arrangement whatever?—A. I can arrange them, of course.

Q. I didn't ask you if you could arrange them, but what I wanted to get is, was it any document that you used in connection with the trial?—A. Well, I used them as an epitome of what I had, to a certain extent, at all events.

Q. In the trials?—A. Yes, and perhaps in work preliminary to the trials.

Q. When was the bulky document you hold there prepared?—A. I take it it would be prepared from time to time and stuck together.

Q. But when; before the informations were laid?—A. Before the informations were laid; some of it.

Q. Can you fix the date; the informations were laid in December, 1896?—A. It would be before that.

## Public Accounts Committee.

Q. About what time?—A. It must have been during October and December, or perhaps September.

Q. What was it prepared from?—A. From all information I had gathered.

Q. Therefore it is a sort of brief of facts?—A. Or a history, perhaps.

Q. Based on the information you had collected?—A. Yes. When I would get a great mass of information together I would call in the shorthand writer, and get that together in that shape.

Q. Was it prepared before any of the parties were arrested?—A. I think the whole of it was collected then.

Q. Would you allow me to see it?—A. Well, there is this objection: the position I take is a trying one. The Dominion Government is the private prosecutor.

Q. We have nothing to do with private prosecutions, this is an inquiry by the Parliament of Canada.—A. There are confidences reposed in me, and I see private letters in here.

Q. The last letter you showed me had nothing in it that might not be made public, and it may be the same with these?—A. I see a telegram here, which is certainly private.

Q. Is that awkward?—A. It might compromise some one.

Q. Is that the only thing you object to having shown?—A. I have not looked at these papers for a year and a half, and it would be impossible without going over them to say whether there is anything.

Q. This is in connection with all the cases?—A. Yes, it is part of the memo. I had at the time. I feel that my client in this matter is the local government, and it is just as if the Dominion Government cannot occupy any other position than private prosecutor. If you had a coinage case up there the Attorney-General could stop it; that is my idea of the law.

*By Mr. Wood (Brockville):*

Q. Well, if they were your clients, Mr. Howell, would not they pay you?—A. I never stopped to think. At any rate the Attorney-General of Manitoba authorizes every prosecution, whether the Dominion Government or John Smith is the private prosecutor.

Q. That being so, why should there be a change and the Dominion Government pay for prosecutions initiated and carried through by your clients?—(No answer given).

*By Sir Charles Hibbert Tupper:*

Q. I ask you now if you will produce that document?—A. I do not want to refuse to, but—

Q. Then you will save time if you hand it over.—A. Well, let me take out these letters and telegrams.

*By Mr. Morrison:*

Q. Do you object to produce them?—A. I do not object to produce anything I have here.

*By Sir Charles Hibbert Tupper:*

Q. For whom were you acting in these cases?—A. I was acting under instructions from the Attorney General and had to do what he said.

Q. The Manitoba Government denied that?—A. I do not care; I was under the control of the Attorney General.

Q. They denied you acted for them?—A. Well, I got my instructions from the Attorney General of Manitoba.

Q. Do you object to producing that document or not?—A. Before I do that will you let me read something, leaving out names, and ask you whether I am to make public a document that vilifies a man?

Q. I don't want you to read anything : I ask you do you object to produce the document?—A. Yes ; because I find here statements which would be very damaging, such as this : "This man is absolutely unreliable." I do not want that to come from me.

Q. You have made some unpleasant remarks in another case?—A. Where I had evidence. I do not want to make mistakes, and when I see here a statement that a man is absolutely unreliable I do not want to have that document made public.

Q. Are you willing or unwilling to produce it?—A. I am most unwilling.

Sir CHARLES HIBBERT TUPPER—I move that the witness be directed to put the document in.

A discussion among members of the Committee ensued.

Mr. McMULLEN—In the first place, Mr. Howell in his evidence has outlined very clearly and distinctly some fifteen or sixteen cases in which prosecutions were had, and the basis on which these prosecutions were conducted ; he has also given the results. Now, I think that to put a stop to all this business should be the chief object both of the Parliament and this Committee. If, for instance, Mr. Howell is compelled to lay before this Committee every note, that is every item of information that he may have got privately and promised to keep as private even although it was a basis on which he proceeded, the result will be that the names of all people who gave Mr. Howell information will be given out to the public and how will you ever in future get any man to aid in putting a stop to these things, and then how are we going to put a stop to this sort of thing in elections when no man will give information ? Our object is to find out if he had sufficient basis to go on. He has outlined very clearly the basis on which he proceeded. If Sir Charles Hibbert Tupper thinks he can in any way improve the evidence with regard to that and he states what additional evidence he hopes to bring out, then it might be right to compel the witness to produce certain portions of it ; but to produce all these memos. of the counsel, to compel them all to be exposed as exhibits will be wrong.

Sir CHARLES HIBBERT TUPPER moved the following motion : "That Mr. Howell be directed to produce his brief, or the memo. that he has made with regard to these prosecutions in Manitoba."

The motion upon being put to the Committee was lost on division—Yeas 4, nays 13.

*By Sir Charles Hibbert Tupper :*

Q. Will you take out of that the document entitled "How the Grits carried the elections?"—A. That was never in this document, I kept that locked away in my private files while I had it.

Q. You spoke of evidence gathered suggesting a gigantic scheme ; and you remember speaking of the impression this evidence made on your mind?—A. Yes.

Q. At what time approximately was that?—A. That it worked to that vastness ?

Q. Where you considered it suggested a gigantic scheme?—A. It would be as early as July, 1896 ; it might have been August, but I think it was July.

Q. Who gave you the information as to this idea of the night school in Winnipeg, what you call the night school in connection with frauds?—A. That is to say, who gave me the first hint about it ?

Q. You gave the Committee a description of what you called the night school for schooling up officers in fraud?—A. I think Mr. Sifton told me he had gathered—

Q. I don't want to know what Mr. Sifton gathered ; do you remember who gave you that information?—A. It would be a gradual collection of hints till I got the evidence.

Q. Now, at what time did you get information which enabled you to describe to the Committee what this night school in Winnipeg was?—A. It would probably be in July, 1896, when I got the positive evidence that satisfied my mind.

Q. Was that in writing?—A. No.

Q. Did you have a written memorandum?—A. No.

Q. Not a scrap of writing?—A. No.

Q. Had you a note of that scheme outlined in the shape of a brief?—A. Oh, of course, I suppose I could not carry it all in my mind.

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Q. What has become of it?—A. A good deal of it is epitomized in this document I declined to produce.

Q. Now, what I ask you is, who were your informants in July, 1896?—A. Mr. Sifton put me on to it.

Q. What do you mean by "put you on to it?" what did Mr. Sifton tell you?—A. Mr. Sifton told me he was convinced there had been a scheme to educate the deputies in Winnipeg to defraud the electors of their votes.

Q. Did he give you any reason for that belief?—A. He probably——

Q. Not what he probably did; I ask you as a matter of fact if he gave you any grounds for the belief?—A. I am inclined to think he told me they used to meet in the Leland House.

Q. I am not asking what you thought; I ask if Mr. Sifton gave you reasons for his belief that there was general fraud?—A. I cannot say he did.

Q. Can you say that he did at any time?—A. I can say this, he told me to investigate it.

Q. But did he name a single individual who could prove it?—A. Well, he might have given me Anderson's name.

Q. I am not asking you what he might have done but whether you can state positively?—A. I cannot say positively. I am inclined to think he suggested Anderson's name.

Q. Did he suggest Freeborn's name?—A. Freeborn was not connected with Winnipeg. That was out of his jurisdiction.

Q. But before that did he suggest the use of Freeborn's name?—A. I cannot remember. I cannot fix the time.

Q. Do you remember any definite information that Mr. Sifton gave you before starting you on this fishing excursion which you describe?—A. As to Winnipeg?

Q. Take the information as early as July, 1896, any information that you can state positively Mr. Sifton put in your possession—what you can positively state?—A. I think I can state positively that he gave me the fraudulent ballots in July.

Q. Are you able to say that without qualification?—A. Oh, I think so. He gave me the ballots in July.

Q. Were these the stolen ballots?—A. The stolen ballots, yes.

Q. Where did he tell you he got them?—A. My memory is that he did not tell me at first who he got them from. He said, "There, if you don't believe that they are stolen ballots, there they are."

Q. How many were there?—A. There were nine marked and a great sheaf of unmarked ones.

Q. And he told you they were stolen?—A. He said, "There are the marked ballots."

Q. Did he tell you they were stolen?—A. They were initialled.

Q. Did he tell you they were stolen or did you infer that?—A. He told me they were stolen.

Q. Did he tell you how he got them?—A. I am inclined to think that he told me it was from Freeborn. I am not sure that it was that day.

Q. Did he tell you of any other case of stolen ballots except those connected with Freeborn?—A. Not stolen ballots.

Q. What time was that?—A. Again I would have to be very general; I think it was in July.

Q. You think so?—A. I think so.

Q. Who gave you the information respecting the Dauphin poll?—A. Well, I think Mr. Burrows gave me some.

Q. Do you know as a matter of fact who gave you the information concerning the Dauphin poll?—A. I think Burrows directed my attention to it.

Q. You are not able to say positively?—A. I think I am able to say that he directed my attention to that poll and I investigated it for myself.

Q. You are not able to give me any other more positive answer?—A. No. He directed my attention to it as something very crooked.

Q. What time was that?—A. It is very hard to say.



Q. What month was it in?—A. As early as June or July.

Q. You cannot say positively?—A. I cannot say positively.

Q. Was that in writing?—A. No.

Q. Was it reduced to writing?—A. I would take notes of it.

Q. Did you as a matter of fact reduce it to writing?—A. I am sure I did.

Q. What has become of that?—A. Like all other memos. taken by lawyers it may be in existence but it is very questionable.

Q. You have some papers in existence now?—A. Oh, yes.

Q. Is it contained in that document which the Committee ordered you to refuse to produce?—A. Some of it in there, no doubt. I will read that part of it.

Q. I do not want you to read it; I want the whole of it or none?—A. I do not want to make myself liable to libel suits.

Q. Your recollection is faulty about a great many of these things?—A. I suppose, like the average counsel, where they have a thousand witnesses.

Q. You are quite liable to be mistaken?—A. Yes, quite liable.

Q. Do you remember bringing in the name of Mr. Barrett in your evidence here?—A. Yes.

Q. You did not hesitate to suggest some very unpleasant things in connection with that gentleman yesterday?—A. Yes.

Q. Do you think that was an honourable proposition he made to you which you told us of?—A. I do not think it would have been honourable for me to accept it acting for the Crown.

Q. The proposition practically was, to compound these offences?—A. Well, to drop them. That was his proposition.

Q. I don't suppose you had much worse statements in that document about other individuals in Manitoba than the statement you made about a brother barrister?—A. I am afraid I have.

Q. Are you able to say positively that Mr. Barrett was acting in connection with the election petition at all?—A. I think at the trial he was assisting—he was certainly present, and I think he was assisting.

Q. Was his name on the record?—A. It was either Willie Tupper or Colin Campbell on the record. I would not like to say which.

Q. Are you able to say positively that Mr. Barrett was engaged in that case at all—are you able to say that without qualification?—A. I think I can say this, that Mr. Barrett supplied—

Q. I would rather you would use the other term. I am asking you whether you have that fact, or is your mind clear on the point, so as to enable you to say positively whether Barrett was in that?—A. I am sure that Barrett supplied me with the evidence that unseated Boyd. One of the stipulations was that they should supply me with that evidence and Barrett produced it.

Q. Is that the best answer you can give?—A. I think that is most complete.

Q. Now, do you think the same charge involved in the case of Mr. Barrett was made in reference to Colin Campbell?—A. Yes.

Q. And that was made in the *Winnipeg Tribune* of January 19th, I believe?—A. Yes, I remember that.

Q. Look at the article (Exhibit X) which states that Colin Campbell, Q.C., made the proposal to drop the prosecutions—you saw that?—A. Yes, and saw it at the time, and felt very sorry that it was published. At the same time I am sorry to say I believe it to be true.

Q. You volunteer that statement now?—A. I am bound to say so, because it involves another gentleman. I think I am entitled to make a statement with regard to that. Mr. Colin Campbell came to my office when these prosecutions were going on and while the election trial was going on and had a conversation with me. It was a conversation between two gentlemen and I am not in the habit of repeating these. After this conversation was had between us I went to the Attorney General, as I felt it my duty to do, and I reported to him what I thought Colin Campbell said and, I may say, what I have no doubt he said and that was this: "If we disqualify Boyd will you stop

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these prosecutions?" I thought he said that. I went straight from that conversation and reported it to the Attorney General and the Attorney General told me of course that we could not do that.

Q. Do you state on your oath that he said that to you?—A. I state that I thought he said that.

Q. I am asking you whether you are going to give us what you thought he said or whether you are willing to take the responsibility of saying that he did say so? Give us his actual language?—A. It was so extraordinary that I went at once to the Attorney General and that is what I reported to the Attorney General. I supposed it was a private conversation between us, and when it got into the newspaper Colin Campbell came to me. He was very much offended, and I was sorry that it had got into the newspaper and I said that I was perhaps mistaken.

Q. When you said that you were perhaps mistaken was that a sincere statement?—A. No, it was not. But Mr. Campbell said I was mistaken, and I make mistakes like other people.

Q. Look at the *Winnipeg Daily Tribune* of Tuesday, the 26th January, and see this paragraph. I will read it:—

"A week or so ago in the course of a report pertaining to the election trials the statement was printed that Mr. Colin H. Campbell, Q.C., had made the proposition to the lawyers on the other side, that if the prosecutions were dropped Boyd would vacate his seat. Mr. Campbell explains that while he acted for Mr. Boyd in the protest, he was careful not to mix himself up in any way with the criminal prosecutions and the lawyers on the other side, while at first under the impression that Mr. Campbell had acted in all cases, quite see how matters were confused and how, especially in view of Mr. Campbell's positive statement to the contrary, it must doubtless have been another lawyer that made the proposition?"—A. Exactly, yes.

Q. Before that went into the paper did Mr. Campbell come and see you?—A. Yes, and we had a long chat.

Q. And did you see the people connected with the *Tribune*?—A. Yes.

Q. Did you know as a matter of fact, Mr. Campbell had threatened the paper with an action for libel?—A. I did not know that.

Q. Did you ever hear that?—A. No; but I did try to help a brother professional man.

Q. You did not ask him if he had threatened a libel action?—A. No.

*By Mr. Sifton :*

Q. Do you think it is likely that he did?—A. I do not think so or I would have known of it.

*By Sir Charles Hibbert Tupper :*

Q. I am informed that he did and as you have no knowledge it is perhaps just as well that you should not be so sure on the point?—A. No; I told Mr. Richardson that I was exceedingly sorry that the article went in.

Q. Will you say that you did not admit to Mr. Campbell that the charge in the *Tribune* which I just showed you and which has been put in evidence was foundationless?—A. He came to me and discussed that with me, and I said "Colin, I could not have made a mistake," because I went to the Attorney General right away and reported it.

Q. I ask you whether you did or did not admit that the charge was without foundation?—A. Certainly not.

Q. Never on any occasion?—A. No.

Q. To any one?—A. No.

Q. Are you positive?—A. I may have told the *Tribune* man that he was mistaken in order to get them to correct it in the paper, but I certainly told Mr. Campbell that I was confident that he made that statement to me; but I would do anything to right him in the newspaper.

Q. Did you ever suggest to anyone else this story about Barrett? Did you ever mention his name in Winnipeg?—A. I reported that to the Attorney General.

Q. To anyone else?—A. I do not think I would, but probably I told Colin Campbell; I am not quite sure.

Q. Will you say positively that it was Barrett?—A. That Barrett had made such a proposition?

Q. Yes?—A. Barrett had made such a proposition some time before.

Q. Will you say that positively?—A. Yes, I think so.

Q. I am not asking you whether you are giving us simply what you think; are you clear enough that you can say as a matter of fact that it is so?—A. I am positive. I told Mr. Campbell that Mr. Barrett had made a similar proposition to me.

Q. When did you tell him that?—A. It would be at one of the two interviews.

Q. Let us get the month in which you told him that?—A. What is the date of the *Tribune*?

Q. The first one is dated January 19?—A. It would be along about that date.

Q. You tell that from the newspaper reference?—A. Yes.

Q. Where did that conversation take place?—A. Which one?

Q. The conversation in which you told Campbell that Barrett's proposition had been made.—A. In my office.

Q. Was anyone present?—A. I do not think so.

Q. Are you sure?—A. Oh, yes, there would not be any person present at a conversation of that kind.

Q. What time of the day was it, morning or afternoon?—A. I could not say that.

Q. Nor the week?—A. No.

Q. And you can only fix the date by looking at the paper?—A. Yes; because shortly after it appeared in the paper we tried to correct it.

Q. What did you tell Mr. Campbell, giving us your words?—A. I could not give the language.

Q. Do you say positively that that was what you told him?—A. I can say positively that Mr. Barrett made a similar proposition and I would not consider it for a moment.

Q. Did you tell him where that proposition was made?—A. I do not suppose I did; I may have told him though.

Q. Did you tell him that Barrett purported to be acting in the matter of one of these petitions?—A. I could not have told Mr. Colin Campbell that.

*By Mr. Wood (Brockville):*

Q. The Court could not consent to the disqualification of a man?—A. No, they would have to give evidence. I told him: "You have to produce evidence of that."

Q. Did you say that to Mr. Campbell?—A. I do not know whether I said it to Mr. Campbell. I said it to Mr. Barrett. I told him that "you cannot consent to it because the Court would not do it without evidence."

*By Sir Charles Hibbert Tupper:*

Q. Do you remember very clearly the trial of the election petition against Mr. Boyd?—A. Oh, yes, I remember it thoroughly well.

Q. You drew the petition, didn't you?—A. Yes, I must have.

Q. Do you recollect that you had a clause in the petition covering these frauds you have referred to so far as this constituency was concerned?—A. I cannot just remember; I have no doubt of it.

Q. When that came up for trial you said that you had a settlement of this case with Mr. Tupper?—A. I do not think we mentioned a settlement to the judges. I am quite sure I would not have said that to the Court.

Q. Are you quite sure that Mr. Tupper settled this case with you?—A. Colin Campbell settled it, I think.

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Q. You have told us that it was settled with Mr. Tupper?—A. Marquette was settled with Mr. Tupper. I think I discussed it perhaps with Mr. Stewart Tupper, because I think Mr. Stewart Tupper was counsel.

Q. But we were speaking of Mr. Campbell. His name was on the record as attorney in this case?—A. Yes.

Q. And he was at the trial?—A. Yes, I think Stewart Tupper was there also.

Q. Mr. Campbell was at the trial?—A. I think so.

Q. Are you clear enough to remember that?—A. I do not remember that.

Q. Do you remember that you were at the trial?—A. Yes.

Q. Do you remember that you stated to the Court that you had no evidence to offer in support of the personal charges against Boyd?—A. Yes.

Q. And they were therefore withdrawn?—A. Well, we did not go on.

Q. You remember that?—A. Yes.

Q. But as to who was acting for Boyd you are not able to recall?—A. I think his counsel was Stewart Tupper.

Q. But you are not able to say positively?—A. Not positively.

*By Mr. Sifton :*

Q. What became of the petition?—A. The prayer of the petition was granted so far as bribery by agents was concerned.

Q. By that did you have to produce evidence?—A. They gave me evidence. Barrett produced a man by the name of Woods.

*By Sir Charles Hibbert Tupper :*

Q. In all these cases you incorporated the charges in regard to the irregularities you have been discussing?—A. I am not sure that I did in Marquette.

Q. With the exception of Marquette you are pretty sure of the others?—A. I think it was so in Winnipeg.

Q. Yes, and in all the others?—A. I was only counsel in Winnipeg.

Q. You know that the other petitions followed your drafts?—A. Yes.

Q. And none of these charges were proceeded with before the election court?—A. None of them.

Q. Can you tell when these petitions, Winnipeg for instance, were fyled?—A. Oh, I could not. I could tell by inference.

Q. It would be up to 60 days from the 23rd of June?—A. Forty days.

Q. Yes, 40 days? At what period were they filed? as a rule you take the final period do you not?—A. I think it would be pretty well on towards the end of the 40 days.

Q. That would carry you into the middle of August?—A. About the end of July.

Q. You were Counsel in all the cases against Conservative candidates?—A. Yes.

Q. Who were associated with you?—A. I was alone in Macdonald and Marquette, and another, and I had Mr. Martin with me in Winnipeg.

Q. Any other counsel?—A. No, I think not; Mr. Mathers, Mr. Martin's solicitor, would be with me in Winnipeg. I had grave doubt whether ballot box irregularities would unseat a candidate, and I have that doubt still.

Q. What is that apropos of?—A. You asked me if I proceeded with these charges?

Q. Will you undertake to say that it was on account of that doubt that you did not proceed with the protests?—A. I do not think so; I think I advised in all that an election trial is a most expensive matter and if you can unseat a man do so at the least possible expense.

Q. You told Mr. Sifton that you submitted the evidence to Sir Oliver Mowat before proceeding further. Was that the February meeting that you spoke of when I was examining you?—A. Yes.

Q. That was in February, 1897?—A. I just cursorily ran over it in conversation. I did not give him any voluminous documents to read.

Q. How long did this conversation last?—A. About an hour, perhaps a little more.

Q. And what material did you submit to him?—A. A vast amount of stuff, notes and everything.

Q. Did you show him that document you had here that you did not produce?—A. I may have had that and the reports from the other cases of the attorneys. I got the attorneys to report very fully before I came down here.

Q. To whom else did you submit that?—A. No one else.

Q. What did Sir Oliver Mowat tell you?—A. He told me to select a few cases and indict them and go on.

*By Mr. Wood (Brockville) :*

Q. A few cases?—A. A few cases.

*By Sir Charles Hibbert Tupper :*

Q. Did you in these matters pretend to act under Sir Oliver Mowat at any time?—  
A. Not unless what I told you is acting under him.

Q. You are aware that the Department of Justice have explained that they knew nothing about the matter until asked to tax the costs?—A. I did not know that before.

Mr. Sifton objected to this question as being misleading on the ground that it was the Minister who would give the instructions and that a subordinate official could not come here and say that instructions were not given.

*By Sir Charles Hibbert Tupper :*

Q. My question did not mislead the witness a bit ; it is this, and will serve my purposes as well in this form—if the officers of the department have stated here that they had no knowledge of this prosecution business until they were asked to tax the bill of costs and knew of no instructions whatever excepting that, would that surprise you?—A. It would, because I had talked with Sir Oliver Mowat.

Q. Had you an interview with the Minister besides that one day with him?—A. No.

Q. You corresponded entirely with Mr. Sifton?—A. I do not think I ever wrote to him about it.

Q. But I have produced a letter from you. You never drew on Sir Oliver Mowat?—A. No, I did not suppose Sir Oliver Mowat would accept the draft and I wanted the money powerful bad.

*By Mr. Campbell :*

Q. You did not go round talking to the officials?—A. No.

*By Sir Charles Hibbert Tupper :*

Q. And when you sent in your account you sent it to Mr. Sifton, did you not?—  
A. Yes.

Q. At that time you would suppose you were acting under Mr. Sifton rather than under Sir Oliver Mowat, would you not?—A. Well, as I said before, I do not think the question of money troubled me at all.

Q. I am not talking about money, I am asking who you were acting under?—A. Let me answer it in this way, that in February after this conversation I went to Mr. Cameron and asked him should I proceed? and he said yes.

Q. Drawing on Mr. Sifton for money, sending accounts to Mr. Sifton, sending no communication whatever to Sir Oliver Mowat as you have explained, you still maintain that you were acting under instructions from Sir Oliver Mowat and considered yourself to be acting under him rather than under Mr. Sifton?—A. I considered myself to be acting rather under the Attorney General of Manitoba as the man who alone could conduct that prosecution.

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Q. That is to say, technically, and professionally, if we may so use the terms, you were acting for the Attorney General of Manitoba and looking to Mr. Sifton for your money?—A. Well, perhaps that was the way.

Q. And you got the money from Mr. Sifton?—A. Yes.

Q. You got \$19,000, you and the other counsel?—A. More than that.

Q. Well, how much did you get from Mr. Sifton?—A. Well, Sir Hibbert, the total in Exhibit "A" is \$19,724.63, and that does not include Richards and Bradshaw's bill.

*By Mr. Sifton :*

Q. That includes the \$3,000 you were paid in Manitoba?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. Outside your papers have you anything, outside of Exhibit "A," as to the dates of payments?—A. I can give you the exact date.

Q. The \$3,000 was paid in December?—A. Yes. The other items would be all either shortly prior to or upon March 27th.

Q. Have you any accounts?—A. No.

Q. Would your book show it?—A. My books would show only what I got, the other counsel drew separately on Mr. Sifton, as I understand, but with my sanction. I looked over their bills and saw that the fees and disbursements were on a certain standard—well, I understand the disbursements are not disputed, I saw that the fees were on a certain standard.

Q. I am asking you for the dates?—A. Upon or about 27th March.

Q. What portion of the money?—A. All except Richards and Bradshaw's bill.

Q. All the \$19 000 except Richards and Bradshaw's bill?—A. No. These were all of the drafts mentioned in Exhibit "A," and were drawn on 27th March. The \$3,000 which is in pencil at the bottom of Exhibit "A" was received in October, 1896. Richards and Bradshaw's bill which is in Exhibit "A" was rendered and drawn for shortly after Exhibit "A" was written.

Q. Where did you suppose the \$19,000 was coming from?—A. I thought Mr. Sifton would get the money from the Dominion Government.

Q. You supposed he would get it?—A. \$3,000 had already come from them.

Q. How did you arrange this draft with Mr. Sifton?—A. Mr. Sifton was in Winnipeg.

Q. Was that arranged in July?—A. Yes, Mr. Sifton was in Winnipeg and we arranged it.

Q. How was it arranged?—A. These young men who were conducting the cases wanted money and they came to me and I advanced them money. I drew on Mr. Sifton; I told him I must have money and he told me to draw on him.

Q. Did he tell you there was no appropriation?—A. I think so, and to draw on him.

Q. You remember that petition; don't you remember this?—A. Well, he told me to draw on him, and I think he told me that it was because there was no appropriation.

Q. And he drew on you?—A. I think he drew back once.

Q. Did you dishonour his draft once?—A. I do not think I did. If he drew on me it might have come while I was out on circuit.

Q. And you did dishonour it?—A. No, I did not dishonour it, but it might have been delayed by my being away. He may have drawn on my firm.

Q. So the \$19,000 was paid on March 27th?—A. On or before.

Q. You stated to Mr. Sifton that you proceeded in this matter as you had done for the long period of years during which you were the Crown prosecutor in Manitoba?—A. Yes.

Q. You acted under the Norquay Government and the Greenway Government?—A. Yes.

Q. And supported both politically?—A. Yes.

Q. And continued on as Crown prosecutor?—A. Well, I was opposed to the Greenway Government until after Mr. Norquay's death, but I prosecuted for every Government.

Q. Prosecuted and supported them?—A. I opposed them part of the time.

Q. You support Mr. Greenway now?—A. Yes.

Q. Is it usual to employ Pinkerton detectives in hunting up crime in Manitoba?—  
A. Yes.

Q. In what class of cases?—A. In murder trials, and also in sexual crimes.

Q. You have done that how many times, twice?—A. Oh, I think more than that.  
You see they are very convenient to us.

Q. How many can you name?—A. I think four or five besides this.

Q. This will be the fifth?—A. I am speaking roughly.

Q. Did you ever order three men in these cases?—A. No, but sometimes we change them. Sometimes we get a man who is utterly unfitted for the work and we have to get another.

Q. I ask you if you ever ordered three?—A. I think I never had more than two at a time, though I have changed them ; when I found a man unfitted for the particular work I got another.

Q. In all the 18 years of your prosecutions as a Crown Counsel in Manitoba you never had such a large bill of costs?—A. No.

*By Mr. Wood (Hamilton) :*

Q. You never had so many witnesses?—A. I never had 1,000 witnesses in a case before.

*By Sir Charles Hibbert Tupper :*

Q. You prosecuted under two sections of the Code?—A. One section in the Code and one in the Election Act.

Q. Was it section 329 of the Code, regarding the stealing of election documents, is that it?—A. I do not think that is the clause. I think it was under section 503 of the Criminal Code.

Q. Mr. Howell, you did not charge any of these parties for a conspiracy of any kind, or if so, which?—A. I do not think so ; I was just hesitating whether Waller was charged. No, Waller was charged for inciting, and aiding and abetting.

Q. And this man Saunders, who was convicted, he was bailed by Rutherford during the trial?—A. For one night, I think.

Q. And he was appointed a Justice of the Peace by the Manitoba Government after his conviction, was he not?—A. No, I do not think he was ; I would be surprised if it was so. Mr. Rutherford bailed him for one night until he could get his friends in. He had to go to gaol or get bail for that night.

Q. You are not aware that Saunders was appointed a Justice of the Peace?—A. No.

Q. What sentence did he get?—A. I do not know. A case was reserved and he was let out on bail until the reserve case was disposed of, and the sentence was not my business.

Q. I supposed you would take a great interest in these cases. You had said these offences were so rank that they were worse than seven murders ; were you not interested in seeing that the proper sentence was imposed?—A. Once I get a conviction I am only too glad to see a poor devil get off as easily as possible.

*By Mr. Sifton :*

Q. It is the Court generally that sentences the prisoners?—A. I should think so.

*By Mr. Borden (Halifax) :*

Q. Are you not usually present when judgment is given by the Court?—A. Yes, I was present when judgment was given on the reserve case but not on the sentence. This was at Portage la Prairie.

Q. I am asking you if it is the practice to be present?—A. If I am in Court, I am ; if not, I am not.

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*By Mr. Wood (Brockville):*

Q. You are usually present?—A. Yes.

Q. And you are asked if there is anything further against that prisoner?—A. Yes.

*By Mr. Sifton:*

Q. As a matter of fact you were present?—A. I was present when judgment was given on the reserve case.

*By Mr. Borden (Halifax):*

Q. When judgment is given, or sentence, as you call it, is it not the practice of the prosecuting lawyer to be present?—A. Yes.

Q. That is your practice?—A. Yes.

*By Sir Charles Hibbert Tupper:*

Q. You do not know the sentence?—A. No.

Q. You do not know whether it was a heavy or a light one?—A. If you will allow me to speak from memory, it was six months in gaol, I think. It was pretty nearly the maximum. You can steal a horse and get five years in the penitentiary, steal a constituency and get one year at most.

Q. Did you expect to get the jury, when you went into these cases, devoid of politics?—A. Certainly not.

Q. You have referred here as a reason for acquittal to the fact that these cases were political?—A. Yes.

Q. Was it a surprise to you to find both Liberals and Conservatives on the juries?—A. I expected that and so reported to Sir Oliver Mowat that it would be a matter of difficulty to get convictions no matter how flagrant the case might be. I am an old jury lawyer and know how it would be.

Q. You had a jury the same as in the others in the Saunders case?—A. Yes.

Q. That did not prevent you getting a verdict in that case?—A. No.

Q. You are aware that Saunders while denying the charges in connection with the ballot business admitted that he had conspired with Freeborn to rob the Conservative committee, that he stated so before the jury?—A. Yes.

Q. That was used against him on the charge for conspiracy, was it not, and led to his conviction?—A. I think he would have had a better chance if it had not been for that evidence.

Q. Freeborn was examined extensively as to character, was he not?—A. In the first place he was.

Q. Did it not come out in testimony that he had been guilty of crime before he came to Manitoba?—A. No.

Q. Was there nothing about burning a house down in Seattle?—A. No.

Q. Are you quite positive about that?—A. Yes.

Q. What did come out about his character?—A. Well, I do not like men who will be with one party and then give away the information he obtains. I do not like informers.

Q. He was discredited by the juries?—A. Oh, I would not admit that.

Q. You think they believed him?—A. Very largely, and I think the Chief Justice was impressed with his evidence. Of course he had to take the part of an informer. There was no other for him.

Q. What came out about his character?—A. That he had not been successful in business matters.

*By Mr. Ruthertford:*

Q. What came out about North Bruce?—A. No, I did not think it fair to bring that out. It was brought out otherwise.



*By Sir Charles Hibbert Tupper :*

Q. What was brought out?—A. That he was unsuccessful in business ventures. I think that was the utmost brought out.

Q. You think he was believed by juries?—A. Oh, I think so. I have had many times to put informers into the witness box, and as an informer I think he gave his evidence wonderfully well.

*By Mr. Somerville :*

Q. Were you present at the preliminary trial at Carberry when Freeborn gave his evidence?—A. Yes.

Q. Do you remember the nature of the evidence he gave there? There is a report of that evidence in the *Winnipeg Daily Tribune* (14th January, 1897), which reads as follows: "Freeborn stated that he was seen by Mr. Boyd, one of the candidates, at Carberry about 22nd May, and was told not to go out of town next morning as a man was coming to see him. Next morning before the witness was up Waller came to his room and told him about the proposed manipulation of ballots, and showed him how it was done. Witness said Waller stated he had got the scheme in a letter from Mr. Birmingham of Toronto, the Conservative organizer for Ontario. Waller asked him to go out along the line of the Manitoba and North-west Railway and educate the deputy returning officers. Witness said Saunders at Gladstone was one of his students, but did not learn the trick as quickly as most of the others, and had to get two or three extra lessons. Witness was present while Waller gave Saunders a lesson in manipulating the ballots. Freeborn stated that he was named as a returning officer, but declined to act just before the election. He stated his instructions were to substitute ballots for those handed in by Grit voters or by Patrons to take from the other sides whichever might be strongest." You were under the impression, Mr. Howell, from what you heard of this preliminary trial that the conspiracy was not altogether hatched in Manitoba?—A. Freeborn told me it had its origin in the East.

Q. In Ontario, and that Birmingham was the man who sent Freeborn out to manipulate the elections?—A. No, but that Birmingham gave Boyd a certificate of character for Freeborn.

Q. Did you ever see that document before?—A. This telegram, yes.

*By Mr. Richardson :*

Q. In saying that he gave him a certificate of character you mean a certificate of his aptitude for carrying on this crooked work?—A. This telegram which is here produced is one that Freehorn handed to me. He handed to me the original telegram; I took pains to see that it was the original telegram. It reads:—"He was a first-class man in North Bruce." It is directed to N. Boyd, Neepawa.

*By Mr. Wood (Brockville) :*

Q. Do you know that Mr. Birmingham has denied that?—A. No.

Q. Was it not stated here by Mr. Montague and Mr. Hughes that he had denied it? Did you hear that evidence given?—A. I was present when it was given.

Q. This is a newspaper report that you are referring to now?—A. This is a copy of the telegram.

Q. This is what purports to be a copy of what is printed in the paper?—A. I think it is a lithograph; I think it is an exact copy.

*By Mr. Somerville :*

Q. You saw the original telegram?—A. Yes.

Q. And this is a correct copy of the original telegram?—A. I have no doubt about that because I saw this paper with it in.

## Public Accounts Committee.

Q. You say that it was sent from Toronto on the 20th May, and that it was sent to Boyd at Neepawa.—A. Yes; Boyd lives at Carberry, and Neepawa is north of that.

*By Sir Charles Hibbert Tupper :*

Q. What is the telegram?—A. It reads: "He was a first-class man in North Bruce."

*By Mr. Wood (Brockville) :*

Q. Is that the whole telegram. Read it all.—A. It reads :—

May 20th, 1896.

From Toronto, Ont.

To N. Boyd, Neepawa.

He was a first-class man in North Bruce.

ROBERT BIRMINGHAM.

That telegram Freeborn swore Boyd handed to him.

*By Mr. Sifton :*

Q. Where?—A. At the Magistrate's trial.

Q. That was produced in court?—A. Yes; he swore that Boyd handed him that telegram in Carberry and that upon that night Waller taught him and went over with him the manipulation of the ballot.

*By Mr. Wood (Hamilton) :*

Q. Did you see the original of this telegram?—A. Yes.

Q. And this is an exact copy of it?—A. Yes; I think it is an exact copy.

*By Mr. Somerville :*

Q. Taken in connection with this evidence by Freeborn, what was your idea in regard to his instructions when he went up there?—A. I certainly thought that Freeborn was instructed to go up on the Manitoba and North-western Railway and teach the deputy returning officers how to manipulate the ballot.

Q. And that he was certified as a good man by Robert Birmingham?—A. Well, he produced that telegram.

*By Mr. Borden (Halifax) :*

Q. Have you any personal knowledge that Mr. Birmingham sent that telegram?—A. I do not know Birmingham. I did not know there was such a man until I saw this telegram.

Q. When you speak of the original telegram you mean what?—A. It was not in his writing, of course, it was in the telegraph operator's writing. I satisfied myself that there was such a telegram came from the telegraph operator at Neepawa.

Q. How?—A. I either sent up there to make inquiry or did something of that sort.

*By Mr. Wood (Brockville) :*

Q. What did you do?—A. I took that telegram to the telegraph office at Winnipeg and asked the clerk there "Is that a genuine telegram?" They can tell by the initials of the receiver. He said "Yes, that is a genuine telegram," and I think he gave me the name of the operator. I made further inquiries to see that it was a genuine telegram.

*By Mr. Borden :*

Q. You satisfied yourself that a telegram, sent by whom you do not know, was received?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. What is the name of the operator?—A. I cannot remember now.

Q. Do you know the office?—A. It was Neepawa.

*By Mr. Sutherland :*

Q. Had you evidence to show that Freeborn was an active and well known operator in Ontario?—A. I knew nothing further than what Freeborn told me and that telegram.

Q. You did not know of your own knowledge whether, as a matter of fact, he was a well known political worker in the province of Ontario?—A. No.

*By Sir Charles Hibbert Tupper :*

Q. He lived in Seattle?—A. Yes. I think he was there about a year and then he came back to Winnipeg, or rather to a place north of Carberry. He has a brother living north of Carberry, and he took part in the local election about nine months before this general election.

The Committee adjourned.

HOUSE OF COMMONS,

COMMITTEE ROOM 50,

WEDNESDAY, June 1st, 1898.

The Committee met—Mr. Wood (Hamilton), in the absence of the Chairman, presiding.

Mr. SIFTON.—I want to put in a couple of letters. I have searched through my private correspondence between the 23rd of June and the time I was sworn in as a member of the government to find if I had any correspondence in regard to this matter and I have found a letter I wrote to Sir Wilfrid Laurier on the 17th July. I cannot put in the letter book of course, because it is a private letter book, but I have brought the letter book so that the copy can be verified.

Sir CHARLES HIBBERT TUPPER.—This is a copy taken from your private letter book.

Mr. SIFTON—Yes; I have no objection to your verifying the copy if you wish.

Sir CHARLES HIBBERT TUPPER.—I have no doubt it is a copy.

Mr. SIFTON.—I put this letter in (Exhibit "Y.")

[Confidential.]

WINNIPEG, July 17th, 1896.

HON. WILFRID LAURIER,  
Ottawa, Ontario.

DEAR MR. LAURIER,—The result of the late elections in some of the constituencies in Manitoba indicated to me that a fraud of some kind had been perpetrated in the interest of the government candidates. I at once placed skilled detectives at work and have now in my possession conclusive evidence of an organized system of tampering

## Public Accounts Committee.

with ballots which constitutes the most colossal crime against honest elections which I have ever had any knowledge of. I now know that two constituencies were secured by means of these practices. I think it can be proved eventually that others were secured in the same way. I am almost in a position to say that there are strong indications that the same practices prevailed in Ontario. As I have said above, detectives are now at work and my purpose is to promptly but secretly push the inquiries and secure evidence upon which to convict the guilty parties.

It is also most important that no means be left untried to unearth these frauds in the province of Ontario and punish everyone guilty of complicity. The bearer will explain the matter somewhat in detail.

The expense of such an investigation here is altogether beyond the financial competency of my department, although I have assumed the responsibility of inaugurating the work and carrying it on so far, from my conviction of its far-reaching importance. I now think, after careful consideration, that it is the plain duty of your government to furnish the necessary funds for the service in order to carry on this work here, and to take the matter in hand in Ontario yourselves. I therefore request that the expense of conducting these inquiries and prosecutions should be borne by the federal government. The money will be duly accounted for in detail by me as the officer having charge of the administration of justice in this province. I have spent a considerable portion of my time since the elections in connection with this matter and I cannot conceive any more urgent public duty resting upon you as Premier of the Dominion, than to leave no stone unturned to expose these frauds and punish the perpetrators. You must be aware that representative government and vote by ballot are simply a farce if such practices are permitted. In view of what I now know I am almost surprised that any Liberal was returned in a close constituency.

I cannot impress upon you too strongly the necessity of an immediate and favourable reply.

Yours faithfully,

CLIFFORD SIFTON.

In reply to that I got a letter from Sir Wilfred Laurier. The letter which Sir Wilfred Laurier wrote me was marked confidential. It refers to other matters, and I want to file a copy of that portion of the letter which refers to this matter, but I have no objection to the rest of it being verified.

Sir CHARLES HIBBERT TUPPER.—You state that the rest of it does not refer to this.

Mr. SIFTON.—No, it refers to other matters, and as it is marked private and confidential, I do not think I should put it in. I put in the portion relating to this matter (Exhibit "Z.")

24th July, 1896.

The Hon. CLIFFORD SIFTON,  
Winnipeg, Man.

I feel confident that you will unearth the most odious conspiracy that has taken place for many long years, and we will most willingly furnish the necessary funds for the service, in order to carry on the work in which you are engaged.

WILFRED LAURIER.

Mr. H. M. HOWELL, recalled, testified as follows :—

*By Sir Charles Hibbert Tupper :*

Q. Mr. Howell, in your evidence you stated either to Mr. Sifton or to myself, I think it was to me, in referring to your first conversation with Mr. Sifton in answer to the following question :—

“ Q. That was anterior to your retainer? ”—“ A. Well, at the time. Then he produced ballots and admissions by deputy returning officers, and it was a staggering blow to me.”

Q. Did he produce the admissions of the returning officers?—A. That surely must be wrong; he could not have done so.

Q. Is that correct?—A. Oh, no.

Q. He did not produce the admissions of the deputy returning officers?—A. No, there must be a mistake somewhere.

Q. In the latter part of your examination you say that Mr. Sifton produced to you ballots which he said had been stolen?—A. Yes.

Q. You spoke of the Holland murder case as an instance where you had proceeded somewhat in the same way?—A. The Holland murder?

Q. Was it not the Holland murder? You remember that case?—A. Yes.

Q. You say that was a case in which you had employed detectives and proceeded in the same way. Do you remember the reference you made to it?—A. Yes, I was retained in the Holland murder case.

Q. You remember it?—A. Yes.

Q. In that case you acted for the local government?—A. Yes.

Q. Which cost the province \$3,000?—A. I could not tell that, because the Department spent all the money there. I was simply the counsel, and they paid what I directed them to pay.

Q. In that case you spoke of fishing for evidence. We know what that means?—A. Yes.

Q. In that case you proceeded as in these to get evidence to convict?—A. Yes, of course.

Q. What did the jury do on that case?—A. There were two Holland murder cases. In the last case they did not convict.

Q. Was there a political jury?—A. No.

Q. When you spoke so frequently as to politics preventing your success in these cases am I to understand you as merely giving your opinion or stating what you know to be a fact?—A. It was only my opinion, of course.

Q. The evidence would read very differently?—A. It is only my opinion.

Q. You were merely volunteering your opinion because there happened to be political aspects in the case?—A. Yes. When I lose a case I attribute it in my own mind to a cause; for instance, in the Holland murder case I did not get a verdict because I thought the jury were hardly justified in giving a verdict. I was perfectly satisfied with the result.

Q. Although you had proceeded in that case on information given to you by detectives?—A. I am not sure whether we had a Pinkerton detective in that case or the local detectives.

Q. Still on the information produced you felt justified in putting the case before a jury?—A. There was a woman murdered in the open field and I thought it should be investigated.

Q. You spoke of having followed your usual practice, not the usual practice of solicitors, in regard to keeping no account of the witness fees.—A. I could not say I kept no account, but I did not myself take receipts from the witnesses, and I do not think any of the other solicitors did.

## Public Accounts Committee.

Q. As a leader is it your practice usually to look after that part of it at all? Do you disburse witness fees?—A. Never in my life have I done so, or at least never for many years past.

Q. Did you in this case?—A. Not in this case.

Q. Not a dollar of them?—A. I do not think I paid \$500 out of \$3,000.

Q. Who did pay out the money?—A. I think several young men paid it. I think the sheriff's office disbursed a certain amount for me.

Q. What sheriff?—A. The sheriff at Portage la Prairie.

Q. What is his name?—A. I do not mean the sheriff himself, but his officers. His name is Sheriff McLean.

Q. You do not know whether he paid it out personally or whether it was his officers?—A. I do not suppose he did it personally. I checked off everything at night afterwards.

Q. On what these people told you. They did not produce vouchers?—A. No; but I knew the names of the witnesses, and we left it to them to calculate the mileage.

Q. I understand that you did not get vouchers from them?—A. No; they gave me statements, which I verified.

Q. In crown cases in Manitoba is it the custom to pay witness fees for the crown?—A. Always. For witnesses attending the Assize Court they pay always, but with witnesses attending magistrate's trials the crown does not usually do that because usually a magistrate's trial is brought on by a private prosecutor.

Q. Is it the custom for officers in crown prosecutions in Manitoba in paying witness fees to obtain vouchers?—A. I do not know at all. I have never done that part of it.

Q. You know so little of the actual handling of cash for witnesses that you cannot say whether it is the practice to take vouchers or not?—A. I cannot.

Q. Don't you think it is the practice to take vouchers? Would it not be exceedingly careless on the part of a sheriff or officer to handle witness fees without obtaining vouchers?—A. I certainly think not. I know that in civil practice we never take a receipt from the witness. I never have.

Q. However, you did not personally disburse this money and have no voucher for it?—A. I did not personally disburse it and have no vouchers further than the names of the witnesses and amount paid to each.

Q. Are you able to tell the Committee what was spent? I suppose you are not but I want to put it to make it clear, what was spent on each witness in the nature of fees or allowance. Some got allowances, did they not?—A. What do you mean?

Q. Take the case of Freeborn, mentioned as a man who received an allowance and you gave the amounts. Can you tell if other witnesses got them also?—A. Perhaps Mr. Walker, prothonotary of the Court. I discussed the matter with the Attorney General and I think we allowed him more than the witness fees regarding him in the light of a professional man. He was the custodian of the books and papers and had to carry a large trunk of them around with him.

Q. Can you tell us of your own knowledge that other witnesses were not given allowances as well as fees?—A. I do not think there was a single allowance.

Q. I do not mean what you think. Are you in a position to say positively that the other witnesses were not paid more than their mileage and fees?—A. I think that not a single witness was paid more than that.

Q. You have told us what your belief is. Are you able to say whether they were not? Will you say positively that they were not paid more than witness fees and were paid a liberal allowance?—A. I think I can say that there was a single one.

Q. You have said several times that that was your thought or belief. I want to know whether you of your own knowledge are able to say positively that these witnesses outside of Freeborn and Walker did not receive allowances?—A. I will give this explanation—

Q. Will you say of your own knowledge that no other witness than Walker or Freeborn received liberal allowances? Outside of these will you say of your own knowledge that no other witness had a liberal allowance as well as travelling fees?—A. I can say of my own knowledge that none got them through me or by my direction, but I

would like to make this explanation, that other solicitors had paid out money from time to time for witnesses and all of these I approved. Some submitted them to me beforehand if they had to send long distances off for a man.

Q. I suppose they pursued the same course as you did and instructed the Sheriff's office did they for witnesses?—A. They would send a subpoena and so on.

Q. But you don't know how they managed the money?—A. But they brought me a statement and I approved of it.

Q. I think you have told me that you are satisfied that this money was for witness fees pure and simple, but of your own knowledge you are not able to say whether it also went for liberal allowances?—A. I think I can say that it did not go for liberal allowances.

Q. I think the Committee can tell what you think and believe that. I am only pressing you to say what you can say personally about it?—A. I cannot speak for what I did not pay, only that I went into it all.

*By Mr. Fraser (Guysborough):*

Q. Were all bills submitted to you?—A. All bills paid with the names of the witnesses were submitted to me and approved.

Q. Would any of these show that special amounts were paid for witnesses?—A. They would be shown in the accounts that must be already here on file.

*By Sir Charles Hibbert Tupper:*

Q. As you told us, these vouchers were not obtained and are not on file?—A. I think there are some on file.

Q. I know there are some but you explained to me that in the cases at the Assizes you did not charge yourself with the particular witness fees. You simply gave the instructions for the officers to make the disbursements and charge the lump sum up?—A. Yes.

Q. \$3,000 you mentioned?—A. Yes.

Q. Can you produce vouchers for that?—A. I produced vouchers for \$400 the other day. I can produce statements of those who received the money.

Q. But not receipts?—A. Not receipts. I telegraphed some of the money away, some to Port Arthur to bring witnesses.

Q. We had all of that. I was only reminding Mr. Fraser who was not present how it was that you could not get the vouchers.

*By Mr. Fraser (Guysborough):*

Q. I was asking whether the statement as to witnesses would show that there was no special amount more than witness fees paid?—A. I have no doubt they would.

*By Mr. Sifton:*

Q. Did you check over the amounts that you were asked to pay in that way?—A. Yes.

Q. And you were satisfied in each case that they were all right before you paid out the money?—A. Yes.

*By Sir Charles Hibbert Tupper:*

Q. Is that statement that you make that you investigated each case before the money was paid out in reference to the Assizes?—A. No, not at the Assizes. I investigated them at night.

Q. After the money was paid?—A. Yes. I left the money with men I could trust, and checked over the payments.

Q. Who were they?—A. One was Mr. Walker, Mr. G. F. Walker, Prothonotary of the Court of Winnipeg.

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Q. How much money did you leave with him?—A. I should think he must have paid out a couple of thousand dollars.

Q. At what time?—A. At different times. I would leave him \$100 or \$200.

Q. How much at a time?—A. \$200 or \$300.

Q. Have you receipts from him for the monies you paid him?—A. I am inclined to think I had.

Q. Have you them?—A. I have not them now.

Q. Do you know where they are?—A. No.

Q. When you handed him this money from time to time would you specify the man to whom it was to go?—A. I left it to him and then at night he would give me a statement and we would settle things up and begin clear again the next day.

Q. You gave him lump sums from time to time?—A. Yes.

Q. And you took receipts you think?—A. I think I did.

Q. But you do not know what became of them?—A. No, when we settled up their mission was gone.

*By Mr. Fraser :*

Q. You would have the sum total you paid him and compared it with the amounts he had paid out and when that was done you were satisfied?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. What was the case in which you got affidavits before going on?—A. I think it was in the Clarke case.

Q. In the Clarke case?—A. Yes.

Q. How many had you?—A. Well, I think that was at Pleasant Point. I think I had 34.

Q. You had 34?—A. I think so.

Q. What was your object in getting these declarations?—A. To show that so many more men voted for Rutherford than there were ballots in the box.

Q. Now, where are these affidavits?—A. Oh, I do not know.

Q. When did you see them last?—A. I should think it would be before the information was laid.

Q. You do not recollect seeing them since?—A. No.

Q. Did you take them in other cases?—A. Yes.

Q. How many?—A. I think in Mawhinny's case there were eight or ten more than in the ballot box.

Q. In what other case?—A. I think in Scammell's case.

Q. In what other case?—A. I am not sure I had them in the McDole case. It strikes me I had them in the Anderson case.

Q. You think so?—A. In some cases I had simply the list of those who said they voted for Rutherford.

Q. Who got these affidavits?—A. Various persons.

Q. You cannot give me the names now?—A. I think Paul Kane got some.

Q. Was Kane a lawyer?—A. No, he was a constable or bailiff.

Q. Was that the character of the men who got these affidavits?—A. I cannot say.

*By Mr. Fraser :*

Q. Were they prepared?—A. I think they were prepared.

*By Sir Charles Hibbert Tupper :*

Q. What time was it—in July?—A. I think it was a day or two after the elections.

Q. It was an early day?—A. Yes, early.

Q. And from these declarations you felt justified in going on?—A. Yes, that was one of the things.



Q. I am going to read you an extract from Mr. Sifton's speech in the House of Commons (June 14, 1897) and see whether you agree with what he there says, as follows:—"Why, even where the most honest men make affidavits you cannot absolutely rely upon them as full and correct statements of facts and we have therefore provided for cross examination. Our law provides that any man who makes an affidavit may be cross-examined about it. There is no lawyer of the least experience who does not know that it is of every day occurrence for men who have made affidavits to be cross-examined and to find out that they have made misleading affidavits without perhaps having had the slightest intention of so doing, and to lay down the dogma that a man who makes an affidavit under the advice of his solicitor and who under cross-examination the court decides had not sufficient grounds for making it, is a wilful and corrupt perjurer, is to lay down a dogma which has not the slightest foundation, and I do not think that any member of the legal profession in a calm unbiassed frame of mind, not desirous of making a political point against an opponent, would think of submitting a proposition of that kind." And also:—"And I put it to any lawyer in this committee if it would not be a most absurd and ridiculous contention to hold that any man who makes an affidavit and who should upon cross-examination be shown not to have been fully aware of all the facts which would furnish sufficient ground for that affidavit, was a wilful and corrupt perjurer? There is no lawyer who knows anything of the proceedings of the courts who does not know that it would be perfectly absurd to lay down any such doctrine. No doubt Mr. King was culpably careless in connection with the matter, but every lawyer who has any practice knows that under those circumstances the blame would very largely lie, not with the man himself, but with the solicitor under whose advice and direction he gave the affidavit." Do you agree with these statements?—A. Quite so.

Q. Mr. King made an affidavit in support of one of these petitions, did he not?—

A. Yes.

Q. Now, Mr. Howell, you know from hearsay, at any rate it reached your knowledge as counsel, that he made that affidavit without having read the petition—the affidavit verifying the statements in the petition?—A. Well, I did not know before.

Q. You agree with this statement?—A. Oh, yes.

Q. Then the affidavits in these cases would not go for much?—A. If it was an affidavit with regard to an isolated fact such as "I voted for Rutherford," I do not see how a man could make a mistake; but if it was in relation to a chain of circumstances, why, he might possibly make a mistake.

Q. You felt that these affidavits were reliable?—A. Yes.

Q. Are you aware that there are no charges for getting these affidavits?—A. There are a number of things not entered there.

Q. Not entered anywhere?—A. I think I am probably like yourself, careless in making charges.

Q. Then you do not pretend to keep an account of your work?—A. Not in that case any more than in any other. I charge a lump sum and my clients pay me.

Q. Would it not be extraordinary not to find accounts for all these bailiffs' trips?—A. I venture to say that the bailiffs have it.

Q. You think the bailiffs' charges will be found?—A. They may have done that for nothing; I do not know.

Q. Did you keep these affidavits until they were destroyed or put away?—A. I certainly may have had them, but I may have handed them to the solicitors in charge of the other cases. I probably would.

Q. From what material was this report we have been looking at and you have been referring to (Exhibit "B") made up?—A. That was made up after the trials.

Q. Who made it up?—A. I did.

Q. From what material did you make it up?—A. I made it up from notes, memoranda, from my memory and from all sources.

Q. From notes in that document you had on the table?—A. No, from my briefs.

Q. From that document too?—A. No. That document was not used at the trials. It was rather information for the prosecutions at the beginning.

## Public Accounts Committee.

Q. You have not the material from which you made this report up?—A. I must have some of it.

Q. Have you it here?—A. I could not have all of it because I made it largely from my notes and my memory of what took place at the trials.

Q. Have you notes of what took place at the trials?—A. No.

Q. Where are they?—A. I suppose they must be at home.

Q. You were asked to bring those here?—A. No, I did not read my subpoena in that way. I certainly did not bring my brief.

Q. Have you refreshed your memory from anything lately?—A. No.

Q. You are speaking from memory, then, in speaking of these trials?—A. I am one of these lawyers who depends upon memory very largely and rarely take notes. In speaking to a jury I speak entirely from memory, so my notes are a very small matter.

Q. In that Herriman case you admit that the proof was not sufficient to justify a commitment?—A. Oh, I think the magistrate was justified in not convicting.

Q. What were the cases that you selected after Sir Oliver Mowat told you to take four or five and leave the rest?—A. They were Saunders, Clark, Anderson, Mawhinney, that is four deputy returning officers, and Harry Waller, Boyd's agent, for inciting.

Q. And that is the same conversation as you before referred to, February, 1897, when Sir Oliver told you to do that?—A. Yes.

Q. Did he suggest to you to do that or did he instruct you, acting for the Crown, not to exceed four or five?—A. Well, after a considerable conversation and after pointing out the large expense that must necessarily be incurred, the question discussed was "shall we go on," and it was decided that we should. Then Sir Oliver Mowat in his courteous way did not command me but said it was best to go on with a few cases.

Q. You agreed with him?—A. Well, I did not quite agree; I was willing to do anything he said. After that I went to Winnipeg and told the Attorney General what Sir Oliver Mowat told me and asked if I was to proceed?

Q. You know the difference in my question between suggestion and instruction; was this a suggestion from Sir Oliver Mowat or an instruction?—A. I took it as an instruction.

Q. Did he instruct you to go on with the cases?—A. How can I answer that?

Q. Put it in other words: did he instruct you to go on or did he leave it to your own judgment?—A. He did not direct me, but I certainly took what he said as a direction as to the course of proceeding.

Q. But you are not able to answer the question more directly as to the conference, the nature of it, the result of it, and finally, were there instructions?—A. There must have been instructions, because finally they decided that we should go on.

Q. Who was it decided that?—A. The whole of the Ministers talked about it and decided that we should go on.

Q. Then it was not Sir Oliver Mowat?—A. All the Ministers decided.

Q. Then it was the Ministers as a whole?—A. Well, Sir Oliver told me, "you had better go on with a few cases."

Q. Now you mentioned in one case about two witnesses coming to you after you failed in the trial to secure a conviction?—A. Yes, that was in the Mawhinney case.

Q. Where was that trial?—A. At Portage la Prairie.

Q. Where did the witnesses come to you?—A. In the court house.

Q. Where is Holland?—A. Some distance south of Portage la Prairie.

Q. Where is Treherne?—A. Near Holland.

Q. Did the witnesses come to you at Holland, Treherne or Portage la Prairie?—A. At Portage la Prairie. It seems so strange that these people should come to me; I had the whole country side from Holland and Treherne there; the cost of the Mawhinney trial was \$1,200. These two men were part of the crowd that were there.

Q. Where did you enter the names of these witnesses, did you make any entry of their names at any time?—A. I probably did.

Q. You are not certain you made any entry?—A. I could not swear.

Q. On direct examination you said that you probably put them on your brief?—A. Well, I might have.

Q. Have you your brief here?—A. No.

Q. You do not know their names?—A. No.

Q. What did they tell you?—A. Well, they told me that Mawhinney was not telling what was right when he said he did not talk to Freeborn.

Q. Where did they say they saw him talk to Freeborn?—A. At their town.

Q. Where was that?—A. Treherne or Holland.

Q. Which was it?—A. I think Holland, but I am not certain.

Q. They said they saw Freeborn talking to Mawhinney at Treherne or Holland, and told you this, you do not know whether before the verdict or not?—A. I think before the verdict was given. I think the sheriff brought them inside the bar. I am so much more impressed because I reported the matter to the Attorney General.

Q. Did you report the names?—A. I must have.

Q. Have you a copy of that report?—A. It was verbal.

Q. You told him two men came and told you that after the trial?—A. Yes.

*By Mr. Sifton :*

Q. You referred to this fact in your former report to the Minister of Justice?—A. Yes.

*By Sir Charles Hibbert Tupper :*

Q. In Exhibit "B" this is the statement:—"After the trial was over two witnesses appeared who are prepared to say that they saw Mawhinney conversing with Freeborn at Treherne about the time Freeborn swore to." In the Arizona case where did you find that the report here had made a mistake in the number of voters, that you corrected the other day?—A. Well, I cannot tell, but here is a change in my own handwriting in the report that I have.

Q. You do not know from what materials, or when, you changed it?—A. No.

Q. Having corrected it, you think the one you sent to Mr. Sifton was inaccurate in that respect?—A. Yes, but it could have been readily checked from the evidence.

Q. You made a statement in regard to the Chief Justice? Do you mean to say on your oath—I do not put that question offensively; you know what I mean—that the Chief Justice agreed with you in every instance, in every case?—A. No, I do not.

Q. I was led to that conclusion by the way in which your evidence was given, and I thought you were being led into a statement you would not like to make?—A. I do not think he agreed with me in every aspect of it.

Q. You are merely giving your impression as I would have given mine after an argument before the full court?—A. After hearing his charge to the jury.

Q. That was your impression?—A. Yes.

Q. You won't undertake to tell the committee that in this case he told the jury to find a verdict of guilty?—A. No, he is too good a lawyer for that.

Q. The committee might have inferred that if you had not qualified that statement?—A. No, I would not say that.

Q. You gathered from his charge that he was impressed with the guilt of some of these men?—A. In my opinion he charged in favour of the Crown.

Q. In this all you mean to do is to express your own opinion?—A. Certainly.

Q. What cases did you particularly refer to?—A. The Clarke case.

Q. Where the verdict was what?—A. Disagreement of the jury.

Q. Was that all?—A. In both of the Clarke proceedings. In the Alexander case and the Saunders case.

Q. Where the verdict was "guilty"?—A. Yes, where the verdict was "guilty."

Q. I think you admitted, Mr. Howell, that Saunders' own statement as to his having conspired with Freeborn, would have gone a long way towards a verdict of guilty?—A. Well, I think it was impossible for him to clear himself unless he could account for these ballots being in his possession.

Q. I want to get at whether your idea of fairness in this matter is the same as mine? I repeat to you this: he admitted on the stand, after denying his guilt of the

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technical charge, that he had conspired with Freeborn to rob the Conservative committee of \$800?—A. He did not use that language.

Q. That, I think, is the language of your report; it is pretty near that?—A. He simply said, to accommodate Freeborn.

Q. Your report reads: "Saunders went into the box and swore that he was never instructed by either Freeborn or Waller, and that he initialled those ballots merely for the purpose of assisting Freeborn in getting money from Boyd, in which he, Saunders, was to have a share," which is a conspiracy to rob Boyd. I ask you frankly, for the purpose of seeing how fair you are to all concerned in the evidence you have given here, whether that in your opinion would not have gone a very long way to secure the conviction of Saunders?—A. Certainly. There were ballots initialled by him and he had to account for them.

Q. That statement would have gone a long way to secure his conviction?—A. He had to say something about that, and that was the least he could say.

Q. I did not ask you that?—A. How else could I put it?

Q. I will take your answer; I am content with that if you are?—A. I am content.

Q. The only inducements that were held out to you to stop the prosecutions was this case of Barrett, or have you any other to mention?—A. Inducements to stop the prosecutions?

Q. You mentioned that there were inducements held out to you to stop the prosecutions and you went on to speak of what happened at Carberry, where you said Gregory Barrett approached you with a proposition?—A. If you call it an inducement.

Q. It was your own term. I want to know if you have any other cases?—A. None. Of course, there was that conversation I had with Mr. Campbell—that is, my view of that conversation.

Q. Is there anything else?—A. I think there is nothing else.

Q. You spoke of the great difficulties you encountered in going on with the trials?—A. Yes.

Q. Have these all been described by you or have you any additional difficulties to mention?—A. There were the difficulties of getting men to go there after the election is over to swear how they vote, because they do not want to see any man get into trouble—a neighbour who is a deputy returning officer, they do not want to get into trouble.

Q. And there is the difficulty of knowing whether a witness voted as he swore?—A. It is a difficulty, but there was a greater difficulty which I do not care to go into. It must be apparent to your mind.

Q. I want to know if there were any more difficulties than those which you have mentioned?—A. There is a difficulty we always have under our jury system, and I have nothing to say against the jury system.

Q. Is it a difficulty that applies to every jury trial?—A. No, it is a difficulty that applies to every jury trial where politics are involved because these jurymen came there with political bias, and Portage la Prairie swarmed with politicians, and it would apply to these jurors.

*By Mr. Clancy:*

Q. Was that on both sides?—A. I have no doubt that it was on both sides. I do not think that the angels are all on one side.

*By Sir Charles Hibbert Trupper:*

Q. Have you any particulars to give to this committee to warrant you in making this positive statement?—A. No.

Q. You could not give them? Then it is just your opinion?—A. Oh, yes; it is beyond an opinion.

Q. How far beyond an opinion?—A. I could not shut my eyes to the fact that certain classes of jurymen associated in one place, and certain other classes associated in another place.

Q. With their friends in each case?—A. With their political friends.

Q. Political more than personal?—A. I fancy more political.

Q. Are you speaking as a witness or as a gentleman who has been a counsel in the case and who has got a certain impression?—A. It is more than that, I know it.

Q. Are you speaking as a matter of fact; are you making this statement in such a way that you can prove it?—A. I know this, that the jurymen were divided into two camps.

Q. Can you speak without giving us generalities?—A. I knew it because I had seen them coming to the court house in that way. They would come in swarms. The Conservative jurymen went in one pack, and the Liberal jurymen in another pack.

Q. Where did that occur?—A. When they went to the court house in the morning.

Q. What court house?—A. The court house in Portage la Prairie.

Q. Who were the Conservative jurymen?—A. I cannot tell you. I do not think I can tell you the name of one of them.

Q. Did you know them all?—A. I knew them pretty well.

Q. I want to know whether you knew them when they came into the court house, when they were coming, the Conservatives in packs and the Liberals in packs?—A. Certainly.

Q. What were their names?—A. I do not know.

Q. You cannot give their names?—A. No.

Q. At that time how many Conservative jurymen had you coming in with the Conservative portion?—A. I do not know, but they came in packs.

Q. Can you remember?—A. There were eight or ten or twelve together or more.

Q. Or more, you say?—A. Yes. That is so.

Q. You cannot give any more particulars?—A. No.

Q. Will you undertake to say that eight jurymen came together, to the Portage la Prairie court house?—A. Yes; I think I can say that and more than that together.

Q. You say that?—A. More than that.

Q. And these eight were all Conservatives.—A. I think so.

Q. Will you swear to it that there were eight Conservative jurymen that came into the Portage la Prairie court house together?—A. They were reputed to be Conservatives.

Q. You will swear that positively?—A. Yes.

Q. Were there more than eight?—A. Yes.

Q. Were there more than nine?—A. Yes.

Q. Were there more than ten?—A. Yes.

Q. Were there more than eleven?—A. Yes.

Q. Were there twelve?—A. I think I would go up to twelve.

Q. How many were there altogether?—A. Forty-eight.

Q. Forty-eight Conservative jurymen?—A. Forty-eight jurymen on the full panel.

Q. How many Conservatives and how many Liberals were there?—A. I think it was pretty nearly evenly divided.

Q. Did you know that of your own knowledge?—A. I did not know the political bias of a single jurymen there—not a single one, only just as it was reputed, and by their actions I gathered that.

Q. That is all you mean when saying that they came in packs and that they were politically biased?—A. Yes.

*By Mr. Clancy :*

Q. You concluded that when a man did not agree with you he was a Tory?—A. I cannot say that they differed with me, but I gathered that those who went together with their political friends were Conservatives and those who went in another way were Liberals.

Q. Referring to Exhibit "V," the statement of disbursements, there is an item: October 2nd, I think it is, for "evidence, confession, \$350." What is that?—A. That

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was money paid to Freeborn, and that is evidently the way the bookkeeper took to enter it. I did not make the entry.

Q. How do you know that?—A. I directed that payment I know.

Q. \$350 to be paid to him on October 2nd, 1896?—A. I think that was about the date.

Q. And it is charged to his evidence?—A. That is the way it is entered.

Q. The next charge is Freeborn, \$25. There does not seem to be any trouble about entering his name there. What is the difference between charging Freeborn in this way for "evidence, confession, \$350" and "J. A. Freeborn, \$25." Why distinguish the two cases?—A. I do not know; it is my bookkeeper's writing.

Q. On September the 12th he is charged direct, \$160. You do not know why that is put in for evidence and confession?—A. No.

Q. As you read it there and see the date I suppose it is clear that he was paid that much for his evidence?—A. I think it is. I think I likely told the bookkeeper that it was paid for that purpose. I think it would have been better to put Freeborn's name.

Q. Whatever you told him was correct?—A. I have no doubt.

Q. Freeborn rendered no other services except such as you have mentioned in assisting in prosecuting these people?—A. That is all.

Q. I asked you as to the sentence in the Saunders case, and you didn't remember it. Do you remember any sentences in the other cases?—A. There was only one other sentence. There were no others.

Q. I think there was another?—A. No, Saunders was the only man convicted you know.

Q. Oh, I thought one of the Andersons was?—A. No, the jury disagreed.

Q. Then there was only one conviction and you do not know the sentence in that?—A. Yes; the jury disagreed in both the Anderson cases.

Q. The evidence at these trials, was it taken by the judge or was there a stenographer, was the evidence preserved?—A. We had a stenographer and the evidence is preserved. The notes were preserved but they were not transcribed.

Q. And you can get the notes?—A. The notes exist.

Q. Who had charge of these notes?—A. The stenographer.

Q. He is a government official?—A. Yes, and I could have got them now if we had wanted them, but I had not time to get a copy made.

Q. You will be good enough to see that they are not destroyed because they may be wanted?—A. Oh, they would not be destroyed.

Q. I think it would shorten a great deal of the questions I propose to put. I do not think I will bother you with the incidents of the trial. The committee ultimately will have all these reports extended. And nothing occurs to me to ask you further.

Witness discharged.

The committee adjourned.

HOUSE OF COMMONS, Friday, June 3rd, 1898.

The Committee met.—Mr. McMullen, the Chairman, presiding.

Sir LOUIS DAVIES being called, testified as follows :—

*By Mr. Sifton :*

Q. I just want to ask Sir Louis to state what he knows about the authorization of the payment of the expense of these prosecutions by the government?—A. I cannot recall the exact dates but I remember after the government was formed and many months before Mr. Sifton came down, as Minister of the Interior, I was asked by the Premier to serve on a sub-committee of council on this matter of the Manitoba election frauds, as they were termed. I cannot remember all who were present besides the Premier, myself and Sir Oliver Mowat, but I do remember that either one or more members of the government than these three were present. We three were there at any rate and the Premier submitted to us certain letters and information he had received in respect to these alleged frauds. Of course the facts as he gave them were very bad.

*By Sir Charles Hibbert Tupper :*

Q. As he gave them?—A. Yes, as the Premier stated them to us.

*By Mr. Lister :*

Q. And as they have been given here?—A. Yes, as they have been given here. And I came to the conclusion that it was one of the most wicked conspiracies ever attempted in any part of the world against the liberties of the people. I was asked, as a member of the sub-committee, whether I thought the Government would be justified in undertaking the responsibility of incurring the expense of these prosecutions, and I unhesitatingly joined with the others in saying that we would be and I had no doubt about it at all.

*By Sir Charles Hibbert Tupper :*

Q. Was this a sub-committee of the Privy Council?—A. Yes.

Q. Do you feel at liberty to state to this committee what a sub-committee of the Council said?—A. I did not say what we said. I only stated what took place before the committee and what evidence was given. The result of it was that the Premier was authorized to write a letter to Mr. Sifton.

*By Mr. Sproule :*

Q. At what date was the sub-committee formed?—A. I cannot remember the date ; it was a long time before Mr. Sifton came down here.

*By Sir Charles Hibbert Tupper :*

Q. Just state the result of it?—A. The result of it was that the Premier was authorized to intimate to the Manitoba authorities that the Dominion government would undertake the responsibility of prosecuting these parties.

*By Mr. Sproule :*

Q. Was it before Mr. Sifton was taken into the Cabinet?—A. Yes, long before.

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*By Mr. Wood (Brockville):*

Q. Is there anything by which you can ascertain the date of that meeting, because it has an important bearing on the matter?—A. No, I made no memorandum at the time, but it was a long time before Mr. Sifton came in.

*By Mr. Fraser:*

Q. What was the date of the letter that was sent?—A. I do not know.

*By Sir Charles Hibbert Tupper:*

Q. You speak of this as a sub-committee of council. Was it appointed by order in council?—A. No.

Q. Did the sub-committee make a report to His Excellency?—A. No.

Q. No order in council was passed on the subject?—A. No; we were simply asked by the Premier to meet as a sub-committee of council and consider certain information he had received.

Q. In other words, it was an informal conference of the members of the government?—A. You may describe it in that way—a meeting of the members of the government called at the request of the Premier to act as a sub-committee.

Q. But no executive action was taken?—A. No; we simply requested the Premier that he would take the necessary action to carry out our decision.

Q. Was it reported to His Excellency?—A. Not formally reported.

Q. No order in council passed?—A. No order in council until later on when authority was given to make payments.

*By Mr. Wood (Brockville):*

Q. Do you know, as a matter of fact, of payments having been made before that meeting of council was called? As a matter of fact, they were?—A. Before the meeting of the sub-committee to which I refer?

Q. If the meeting was held a long time before Mr. Sifton was sworn in as Minister of the Interior, then I say there were some payments made before that meeting?—A. I know nothing of it. I cannot think that it is possible that at that time payments were made by the Dominion government.

*By Sir Charles Hibbert Tupper:*

Q. How many letters did the Premier submit to the sub-committee?—A. I do not think he submitted more than one, but he stated the substance of what had taken place.

Q. Is that the letter Mr. Sifton put in?—A. I have not seen it.

Q. Mr. Sifton offered in evidence a letter of which this is a copy. Here is the letter:—

(*Exhibit Y.*)

“WINNIPEG, July 17th, 1896.

“Honourable WILFRID LAURIER,  
“Ottawa, Ontario.

“DEAR MR. LAURIER,—The result of the late elections in some of the constituencies in Manitoba indicated to me that a fraud of some kind had been perpetrated in the interest of the government candidates. I at once placed skilled detectives at work, and have now in my possession conclusive evidence of an organized system of tampering with ballots which constitutes the most colossal crime against honest elections which I have ever had any knowledge of. I now know that two constituencies were secured by means of these practices. I think it can be proved eventually that others were secured in the same way. I am also in a position to say there are strong indications that the same practices prevailed in Ontario,” and so on.



Do you recognize this?—A. That is the substance of the information, but I thought it went more into detail to show the alleged frauds that were perpetrated in Manitoba.

Q. Did you have others than this before you?—A. I do not know if that is the letter.

Q. You cannot say that this is the letter?—A. I cannot say positively. I cannot recognize it except that the letter you read contains information of the same character as the Premier gave us.

Q. Had you affidavits before you, at that meeting?—A. Sir Wilfrid Laurier gave us to understand that he had more information than he gave us, that he had letters; I do not know if he had affidavits.

Mr. FRASER (Guysboro').—What was the date of that letter?

Sir CHARLES HIBBERT TUPPER.—The 17th July, 1896.

Mr. FRASER.—And the date of the reply?

Sir CHARLES HIBBERT TUPPER.—The 24th of July.

*By Sir Charles Hibbert Tupper:*

Q. Can you say whether that conference took place in 1896 or 1897?—A. I cannot say; it was before Mr. Sifton ever came down to join the government. It must have been before 1897.

Q. That is not the conference which Mr. Sifton attended?—A. He was not there at all.

Q. Was that the only conference you had?—A. The only formal one, although there were conferences of an informal character between the Premier and myself.

Q. At that time did the subject come up as to where you would get the money to pay for this expense?—A. No; not specifically, only the question as to whether we should comply with the request.

Q. The question of assuming it?—A. The question of whether we should authorize these trials and apply to Parliament for payment of the money.

Q. Was a decision reached that the Dominion government should bear the expense?—A. Yes.

Q. Was that communicated to the Manitoba government?—A. The Premier was authorized to communicate, or the government was authorized to communicate that we would defray the cost of the prosecutions.

Q. Who was Minister of Justice at that time?—A. Sir Oliver Mowat.

Q. Do you know why he was not made the means of communication in regard to legal matters?—A. I do not know whether he was or was not made the means of communication, but I know that this informal meeting came to this conclusion, and we communicated it through him or the Premier to the Manitoba government.

Q. You distinctly recollect that the Premier or someone was authorized to notify Mr. Sifton that the Dominion government would bear the expense?—A. I do not know that it was Mr. Sifton, but the Manitoba government.

Q. The whole of it?—A. There was not a word said about the whole of it or the small of it. We were to authorize them to go on with the prosecution and we were to bear the expense.

Q. There was no question of sharing part of the expense or anything of that kind?—A. No.

Q. You were to bear the whole of it?—A. My impression is that we were to bear the legitimate expense. I think Mr. Sifton was instructed, pursuant to the letter the Premier submitted to us, or letters he had received and other information. I do not know if that was the letter, but I understood that one of the letters was in the form of a letter from Mr. Sifton.

Q. How did you associate it with the Manitoba government?—A. Mr. Sifton was a member of the Manitoba government.

Q. He was Attorney General of the Manitoba government, was he?—A. Yes.

Q. That is the only way in which you fixed the date?—A. I feel absolutely sure.

Q. You are positive it was before Mr. Sifton left the Manitoba government?—A. Yes.

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*By Mr. Wood (Brockville):*

Q. I want to ask you one question. Is it not very probable that the Premier did not carry that letter around in his pocket, but that he consulted you and that this meeting was held shortly after its receipt ; inasmuch as you cannot remember the time, is it not probable that the meeting took place shortly after the Premier received that letter, that would be some time in July or August?—A. It is possible I have no means of fixing the date.

Q. But that letter, I think, fixes the date ; I do not think the Premier would hold that letter, which he considered so important, long after he received it?—A. Your suggestion seems very probable ; I should say it was probable.

*By Mr. Sproule :*

Q. As a result of that conference, what did he reply to Mr. Sifton?—A. I do not know. There is a letter here from the Premier to Mr. Sifton, they tell me.

*By Sir Charles Hibbert Tupper :*

Q. You had no letters yourself?—A. No, I was merely called in by the Premier to hear the facts as he had them and advise whether in my opinion it was advisable to pay for this work from the Dominion treasury.

*By Mr. Wood (Brockville) :*

Q. You do not know what date that was?—A. No, I have no means of fixing the date.

Q. I consider it of some importance as bearing on the investigation?—A. I did not follow the investigation.

The Committee adjourned.

EXHIBITS REFERRED TO IN THE NINTH REPORT OF THE PUBLIC  
ACCOUNTS COMMITTEE.

(*Exhibit A.*)

*Re* BALLOT BOX PROSECUTIONS.

OFFICES : 411 MAIN STREET,  
WINNIPEG, MAN., 27th March, 1897.

The Honourable CLIFFORD SIFTON,  
Minister of the Interior, Ottawa, Ont.

MY DEAR SIR,—I am now in a position to close up this matter. The chief disbursements were paid by me from funds raised by Mr. Cameron and myself in the bank here. Some of the disbursements to witnesses and the police and for incidental purposes were, however, paid by the various counsel whom I employed. The details of their payments are in their bills. I have examined them and find them correct. I have given authority to draw on you as follows:—

Perdue . . . . .	\$ 541 15
O. H. Clarke . . . . .	1,660 85
Metcalfe . . . . .	823 75
Wade . . . . .	1,270 60

These are the bills of the various counsel engaged by me, with their disbursements. In addition to those bills my firm have paid those men a few hundred dollars, which is shown in the general statement which I also inclose, and it is also credited in their various accounts.

I have also paid magistrates and their clerks the sum of \$902. The details of those bills I also inclose you. The magistrates have made a strict account of their actual expenses, and on the advice of the Attorney General I have allowed them \$5 a day, which I think is reasonable, except in the case of Mr. Dawson, a barrister, who insisted on a much larger payment, and he was paid at the rate of \$10 a day.

I have paid constables and bailiffs and their livery charges in serving subpoenas, arresting prisoners and attending courts, the sum of \$1,230.35. Owing to threats it became necessary several times to send constables with Freeborn. I inclose you vouchers for, I think, the whole of these accounts. You will see I had in some cases to very considerably cut them down. I have allowed them at the rate that the local government pays for similar services.

It was necessary in various places to hire halls for the trial of cases before magistrates. This I have paid, which amounts to \$94.60.

In many cases it became necessary to write to solicitors in different towns and villages to see about getting witnesses and other matters incidental to the transactions. Those charges I have examined carefully, and they amount to \$44.83.

In the case of witnesses before the magistrates I made it a point not to pay them except where they had to take railway journeys or where they had to drive long distances at great expense. In all these matters I used my own discretion. Where we could not get the witnesses without paying them, I paid them. In some cases I had to pay for teams to bring them in. At the assizes the Mawhinney case alone cost us over \$1,500 for witness fees, and yet it was the very best I could do. The witness fees paid by me amount to \$4,405.50. This includes payments to Freeborn, and he had to be looked carefully after.

I inclose you with this letter a consolidated memorandum of the disbursements paid out by me from moneys raised by Mr. Cameron and myself on discounted paper. The

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total amounts to \$7,315.08. One thousand dollars was provided for by draft of Mr. Cameron on you, less the discount, and the balance by paper of Mr. Cameron's and my own, which we discounted; and hence the last item of "paid discount, \$28.15."

I send you herewith by concurrent post vouchers for all the payments shown in the inclosed statement except witness fees. The witness fees I cannot give vouchers for. They were paid at all odd times, some by mailing, some by cheque, and a large portion in cash. It was impossible to get vouchers for the various payments. I think under the circumstances the department must take my affidavit that those moneys were paid for witnesses.

Mr. Cameron has drawn on you for \$6,315.08 at three months, plus the cost of the discount, which is something over \$100.

You will observe that there is still outstanding the account of Richards & Bradshaw. I have not yet got this account, owing to Mr. Bradshaw being in British Columbia. I fear it will amount to in the neighbourhood of \$1,000. That I hope, however, is the last.

There were examined before the magistrates 774 witnesses, many of whom were brought long distances; and at the assizes there were examined before the grand jury about 150 witnesses and before the petit jury 176 witnesses. There were nine indictments preferred in Portage la Prairie, upon seven of which the jury returned true bills. Fifteen deputy returning officers had information laid against them, two against each; ten were committed for trial; Scammell confessed and four were abandoned. Informations were also laid against Henry Waller and George Anderson, who were committed, and against Dennison and Roberts of Glenboro', whose cases were not proceeded with.

When all this is considered, the costs after all are perhaps not so extraordinarily heavy.

To recapitulate:—The disbursements paid out by me are shown in the inclosed statement. The small amounts paid out by the other counsel are shown in their statements. Separate drafts have been drawn upon you by the various other counsel for their bills, and they have drawn for their bills, less the \$440 paid by me to them, as shown in the inclosed statement. I have joined with Mr. Cameron in a draft on you for the inclosed bill of disbursements, which is the amount paid out by me, less the \$1,000, Cameron's first draft on you.

And now as to my own bill, I inclose you with the vouchers a memo. of some of the things I have done in connection with this matter. A great deal has been done that is not entered and I do not see how I can do otherwise than make a lump charge. I have made up my mind that my fees should be the sum of \$5,000, and I have made out my account in that way; and believing that would be satisfactory, my firm have drawn on you for that sum at three months. This fee is not merely for my own services, but it involved a large amount of clerical work.

By concurrent post are the various vouchers for the solicitors' bills, including our own bills and all other accounts, except the witness fees explained as above.

The drafts upon you, then, are as follows:—

The Honourable J. D. Cameron's first draft . . . . .	\$1,000 00
The draft of Mr. Cameron and myself . . . . .	6,428 08
Perdue . . . . .	541 15
Wade . . . . .	1,270 60
Metcalf . . . . .	823 75
Clarke . . . . .	1,660 85
Our own . . . . .	5,000 00

\$16,724 43

I enclose you with the vouchers a report of the cases made up in two sets. The first is a report of the cases tried at the assizes and the second the report of cases tried before the magistrates; and at the end of this second series I have appended report as to certain other deputy returning officers against whom no proceedings have been taken.

I laid two informations against each of the Deputy Returning Officers—one under section 100 of chapter 8 of the Revised Statutes of Canada, and the other under section 503 of the Code. The first one was for putting into the ballot box ballots not marked by the voter, and the second was for destroying ballots which voters had handed to them.

You will find by looking at the last page of my report on cases tried at the assizes some general remarks showing that throughout the riding there seemed to be a general disregard of the law; and you will find at the end of the second report that I remark upon some of the irregularities in Marquette, Lisgar and Provencher.

Believe me, yours sincerely,

H. M. HOWELL.

Encl.

P.S.—The vouchers and report are enclosed with this letter.

(*Exhibit B.*)

#### REPORT OF CASES TRIED AT THE ASSIZES.

Pursuant to instructions I brought before the grand jury at Portage la Prairie only a few of the cases of the parties who had been committed for trial. I selected one on the Manitoba and Northwestern Railway, one from Carberry on the main line, one from Arizona, situate near the Assiniboine River, and Mr. Henry Waller, the chief agent of Boyd at the election. I took this course because of the enormous expense which would be incurred in calling witnesses. The electoral division of Macdonald contains an area of about 7,000 square miles and is traversed across by three railways and diagonally towards its north limit by the Dauphin Railroad. The southern half of this riding is the most thickly inhabited, but there are polling places in the extreme north and many of the polling places are long distances from railways. To bring witnesses from the Manitoba South-western it necessitated driving across to Portage la Prairie, a distance of about forty miles, or taking the train to Winnipeg and then by the main line to Portage la Prairie. To prosecute Saunders it became necessary to bring witnesses from Tupper, a distance of about eighteen miles north of Gladstone, and then by rail from there to Portage la Prairie. The Arizona and Carberry witnesses were brought in from various points in the country to the main line of the Canadian Pacific Railway and then from that to Portage la Prairie, and the expense was enormous.

#### THE GRAND JURY.

By the accident of ballot Mr. Hugh Boyd, the brother of Nathaniel Boyd, got on the panel of the grand jury, and it requires, according to the laws of this province, twelve to find a true bill. I am not at liberty to state what took place before the grand jury, but you may perhaps imagine that bills were not obtained without difficulty.

GEORGE SAUNDERS.

The grand jury found a true bill in this case. It was proved on the trial before the petit jury, by the poll clerk and the scrutineers, that upon the close of the poll one more ballot was found in the box initialled by Saunders than there were names on the poll book; and it was further proved that the names on the poll book covered all those who voted, and no explanation was offered by Saunders or by any one to account for this extra ballot.

## Public Accounts Committee.

The state of the poll as declared by the deputy returning officer, was as follows :—

Boyd . . . . .	42
Braithwaite . . . . .	29
Rutherford . . . . .	16
Rejected . . . . .	1

There were, in fact, *two rejected* ballots, but in order to make the ballots correspond with the names on the poll books, all present at the count of the ballots agreed that one of the rejected ballots should be destroyed, and one was destroyed, and this rejected ballot was marked for both Boyd and Rutherford.

Twenty witnesses at the trial swore that they marked their ballots for Rutherford.

Freeborn was then called, and he swore that he was spoken to by Boyd one night and engaged to work for him in the election, and Boyd told him that the next morning a man would see him. Accordingly the next morning Waller came to Freeborn's room and showed him how to substitute ballots, telling him that he had got the idea from Birmingham in Ontario. Waller instructed Freeborn, he swore, to go up the Manitoba and North-western and show the deputy returning officers how to manipulate the ballots. Freeborn swore he did so, and amongst others instructed Saunders, and that afterwards Waller also assisted him in the instruction. Freeborn swore he gave Saunders ten blank ballots with his last instructions, and that the day after the election Saunders returned nine ballots to him and said that he could not account for the other one unless he had made a mistake when he was substituting the ballots and put in two at a time. These ballots we produced at the trial. They were all initialled by Saunders and were marked some for the Patron and some for Rutherford.

Saunders went in the box and swore that he was never instructed by either Freeborn or Waller, and that he initialled those ballots merely for the purpose of assisting Freeborn in getting money from Boyd, in which he, Saunders, was to have a share.

It is significant that Waller was at Portage la Prairie awaiting his case when Freeborn gave this evidence, and yet he was not called upon to contradict the statement by Freeborn that he (Waller) instructed Saunders. The jury found Saunders guilty.

There were twenty-three witnesses called at the assizes, the case lasting a long time. The defence made a great struggle to prevent the evidence of voters being given as to how they marked their ballots. The Chief Justice ruled with me on that point, and said that he had discussed the matter with his brother judges, and they agreed with him.

### WILLIAM CLARKE, PLEASANT POINT.

This man was Deputy Returning Officer at Pleasant Point. At the close of the poll there were found in the ballot box ballots marked as follows :—

Boyd . . . . .	83
Rutherford . . . . .	19
Braithwaite . . . . .	10
Rejected . . . . .	9
Total . . . . .	121

Eight were initialled by D.R.O.

The poll book showed that 119 persons voted and the scrutineers swore that the poll book agreed with their tally, and no pretence was made by the defence that more men voted.

Of the nine rejected ballots, one was not initialled, marked for Boyd, so in any event we found one ballot duly initialed by the returning officer, more in the box than there were voters, and all the counted ballots were marked in the disc.

Of the rejected ballots one was marked for Rutherford in the name space, two were marked for both Boyd and Rutherford. If then we state that Rutherford had

marked for him in some way 22 ballots—that is 19 in the disc, one in the name space and two for both Boyd and Rutherford—that is the utmost the defence can make any claim to.

In the first trial before the jury thirty men swore they marked their ballots for Rutherford and one swore he marked for Boyd and Rutherford both, and three or four well known voters of Rutherford's could not be got. One we know of was really evading service; one was in Dauphin and a couple were in Ontario. Thus at the first trial there were nine men at least who swore they marked their ballots for Rutherford, for whom there were no ballots in the box. It was proved at the trial that the returning officer sat in a corner of the room and that the scrutineers sat at another table.

Freeborn was called and he swore that he met Clarke at Carberry; that Clarke asked him how he (Freeborn) got on with the ballots where he was, and then in reply to a similar query from Freeborn he said, "We gave them a pretty good dose, or a pretty good shot of it here."

After a long trial the jury disagreed—8 for conviction and 4 for acquittal.

After the case was over, from further information I got, and which one often gets after a case is closed, I made up my mind that a second trial should be had and that I could make a still stronger case. The witnesses had all been sent home, but I decided in the interests of justice that I should send for them and bring the case on again.

At the second trial one of the witnesses which I had at the first trial evaded service and the one that had evaded service before still kept out of reach. I however got a witness from Dauphin who swore he voted for Rutherford. I had expected to get the evidence of Elmhurst, who was in Ontario on a visit and was expected back before the trial. He is of a family of four—a father and three sons—and there is no question that he voted for Rutherford as all the others of the family had done. At least two other men we are sure voted for Rutherford, but they could not be got. Of the known voters I have no doubt there were 34; of the unknown voters it is difficult to speak. The result was that at the second trial I had exactly the same number of voters as at the first trial—one new one only and one which we did not catch that we had at the former trial.

In addition to the evidence given at the former trial I produced the witness Edgar, who said that he was walking with Freeborn in Carberry the day the conversation Freeborn referred to with Clarke and he (Edgar) stepped back as Clarke joined them, He heard them talking and he swore he heard Freeborn say to Clarke, "We gave it to them good and hot,"—and Edgar is a man to be believed.

In addition to this evidence John Gorrell, a highly respectable farmer, swore that the day before the election he was walking down the street of Carberry, that he passed Clarke, who was walking with one or two others and as Clarke passed him he said, "Gorrell will vote for Boyd to-morrow," and Gorrell swore he at once contradicted it. And he further swore that on election day when he handed Clarke the ballot it was folded the long way—the natural way to fold a ballot—that Clarke put his hand down behind the box and that when he put the paper in the ballot box it was doubled up to make it only half the length and was wider; and Gorrell says he complained about it to the Liberal scrutineer soon afterwards.

Clarke went into the box, and swore to his innocence, but said nothing about the Gorrell transaction. On the second trial of Clarke the case was made materially stronger than the first; then the jury disagreed, and this time there were ten for acquittal and two for conviction. Ten of the jury were Conservatives, one Liberal and one Patron, at least so I am informed.

HENRY WALLER.

For the particulars of this matter see the report of what took place before the magistrate.

We laid this matter before the grand jury and called before them Freeborn and Scammell.

Freeborn swore that he was instructed by Waller to incite deputy returning officers and to his being so instructed by Henry Waller; also that Waller instructed Saunders in his presence.

## Public Accounts Committee.

We also brought Scammell, who swore that Waller had shown him how to manipulate the ballots ; that he had promised him money and that subsequently Anderson gave him \$25 ; and we also proved that Scammell received a bundle of blank ballots from Parker.

The grand jury threw out the bill.

### WILLIAM MAWHINNEY.

Mawhinney was deputy returning officer at Holland, although he resides in Portage la Prairie. At the close of the day the following ballots were found in the box :—

Boyd . . . . .	84
Braithwaite . . . . .	34
Rutherford . . . . .	38
Rejected . . . . .	4

None of the rejected ballots were in any way pretended to be marked for Rutherford. One was marked in the name space for Boyd, one for Braithwaite, and two were blank.

At the magistrate's trial 41 voters were procured, who swore they voted for Rutherford, and at the assizes 47 voters swore they marked their ballots for Rutherford. Nine ballots were, therefore, wholly unaccounted for. There were a number of other voters, who beyond doubt, voted for Rutherford, but who could not be found, or who were out of the country.

Freeborn was called, and he swore that he was known to Mawhinney in his connection with the ballot stuffing, and that shortly after the election he had a conversation with Mawhinney at Treherne, in which Mawhinney admitted that he had manipulated the ballots, and had substituted a good many Boyd ballots for the Rutherford ones ; and he said further that he was not afraid of being found out unless Ed. Sharp gave him away.

In answer to this evidence Mawhinney went into the box, and swore that he never had any conversation of any nature or kind with Freeborn, either at Treherne or at any other point. After long deliberation the jury acquitted the prisoner.

After the trial was over, two witnesses appeared, who are prepared to swear that they saw Mawhinney conversing with Freeborn at Treherne about the time Freeborn swore to. I have no doubt in my own mind of Mawhinney's guilt.

### THOMAS ANDERSON—POLL No. 28—ARIZONA.

Anderson was deputy returning officer at this poll. At the close of the poll the following ballots were found in the ballot box :—

Boyd . . . . .	49
Braithwaite . . . . .	29
Rutherford . . . . .	15

No rejected ballots.

This man was indicted before the grand jury, who found a true bill. At the trial before the jury, 23 voters swore they voted for Rutherford, and at least three are known, who are pronounced Rutherford men, and who, we believe beyond doubt, voted for Rutherford, but whose evidence we could not get.

Anderson had the ballot box either on a small table or a large box quite away from the poll clerk and up on a platform at the end of the school-house. The scrutineers sat at the school desks in front of the deputy returning officer, and the poll clerk had another table. Voters in coming up to receive their ballots and to hand them back again stood between the scrutineers and the deputy returning officer.

Freeborn swore that he had a conversation with Anderson shortly after the election, in which Anderson said that it was a pretty good scheme and that "he had no difficulty



in pulling the wool over their eyes" at his place. He told Freeborn a day or two before the election he had gone through Glenboro', Holland, Treherne and Rathwell to fix up the deputy returning officers.

Freeborn swore further that Anderson commenced the conversation by asking him (Freeborn) how the ballot racket had worked where he was? Freeborn further swore that when the informations were first laid before the magistrate, Anderson came down to Winnipeg and endeavoured to persuade Freeborn from giving evidence against him.

Anderson went into the box and denied his guilt and denied the conversations with Freeborn. He admitted that two or three days before the election he went to Glenboro and left \$100 there for election purposes; on to Cypress and left \$75 with McDole, the deputy returning officer there; at Holland he left \$100 with Dr. Lipsett; at Treherne he left \$100 with Parker, the deputy returning officer, but he says he instructed him to hand that \$100 to Alexander, the postmaster, to be used for election purposes; he then went on to Rathwell and left \$20 with Scammell, the deputy returning officer there.

After a long delay the jury disagreed, and I adjourned any further hearing until next assizes.

#### WINNIPEG.

GEORGE B. ANDERSON.

This man lives in Glenboro. The night before the election in Winnipeg he called together, at the Leland House in Winnipeg, five or six deputy returning officers and he gave them certain instructions. An information was laid against him for inciting deputy returning officers to destroy ballots and to put in the ballot box ballots other than those marked by voters and he was committed for trial.

The matter was laid before the grand jury at Winnipeg and a true bill was found against him. When the matter came up before the petit jury they disagreed, and a new jury being called, they again disagreed. It was proved, however, that he did instruct the deputy returning officers to do something wrong with the ballots.

I attach hereto the report of the Deputy Attorney General to the evidence on this trial.

The result then of the assize work at Portage la Prairie is that out of five indictments the grand jury found four true bills, and of the four true bills the petit jury convicted one, acquitted one and disagreed in two, and in one of the two there were two trials. And at Winnipeg, one case of jury disagreement.

At the beginning of the assize where Saunders was tried, the jury seemed fairly free from political bias; but every possible influence was used I believe to inflame their political passions, and as the assize went on it became apparent that there was no use in asking for conviction from the Conservative element of the jury.

I think under the circumstances I made a mistake in bringing on Clarke's trial a second time. During the whole of the trials Boyd was in constant attendance.

I may further add that at the trials, at the assizes and at the hearings before the magistrate, we met with great difficulty in getting all the reputed Rutherford men because of the influence brought to bear upon some of them by the defendants, and on account of the wandering habits of our people, shifting from place to place, it being almost impossible to get all of any one class of people to attend as witnesses.

It must be further considered that no doubt many voters who were commonly known as Boyd voters did vote secretly and quietly for Rutherford; but it would be impossible to get these without calling all the voters—a task which I felt should not be attempted.

In addition to the charges laid before the magistrates, I looked into a large number of others, and I have no doubt that in a considerable number of other polls in Macdonald there were grave irregularities and that ballots were manipulated; but I did not deem it wise to proceed upon them. Should you desire the names of the various polls which were exceedingly suspicious, I can give them to you.

## Public Accounts Committee.

In a very great number of the polls there seemed to be a reckless disregard of the law. Votes were recorded for parties who had no votes in the particular polling district where the vote was taken, and yet no certificate of the returning officer was produced. In a number of the polls constables voted on the certificates of the returning officers, which is clearly contrary to the law.

### MAGISTRATE TRIALS AND OTHER MATTERS.

#### CHARLES BROOKS—Poll No. 41.

State of poll—	
Boyd .....	73
Braithwaite .....	57
Rutherford .....	36
Rejected .....	2

Brooks was deputy returning officer at this poll. The rejected ballots were not in any way marked or intended to be marked for Rutherford, and so they need not be considered.

An information was laid against this man, and at the preliminary trial before the magistrate forty-one witnesses swore they voted for Rutherford. 105 witnesses in all were examined at the preliminary trial, being chiefly the Rutherford and Braithwaite voters. There were many suspicious circumstances surrounding this case, and the magistrate committed him for trial.

#### MOSES FINKELSTEIN—Poll No. 39.

State of Poll—	
Boyd .....	53
Rutherford .....	38
Braithwaite .....	5
Rejected .....	1

Finkelstein was deputy returning officer at this poll. The rejected ballot was marked for all three candidates, and witness was called and practically admitted that he thus marked his ballot. At the preliminary trial before the magistrate, forty-two witnesses swore that they marked their ballots for Rutherford. Many of the witnesses described the suspicious way in which the returning officer tore off the counterfoils, and some complained at the time. Several witnesses whom we called refused to answer how they voted, and many were manifestly tampered with. Fifty-two witnesses were examined at the preliminary investigation. He was committed for trial.

#### JAMES WALLER—Poll No. 42.

This man was deputy returning officer at this poll. Fifty-one voters were examined in this case, and amongst other witnesses one swore that Waller told him shortly after the election that he (Waller) had two sets of ballots and could have made the majority exactly as he liked, and showed the witness how the ballots were manipulated.

In the Brooks case this same Waller was called as a witness, and he admitted that the next day after the election people were showing one another in the bar-rooms in Carberry how the ballots had been manipulated at the election, and he seemed to know all about it. Owing to the difficulty of getting enough witnesses together who had voted we abandoned this prosecution.

This Waller is a brother of Harry Waller, and lives near Carberry.

#### THOMAS ANDERSON—Poll No. —, Arizona.

For particulars of this case see report on the trial at the Assizes. He was committed by the magistrate. There were twenty-eight witnesses examined at the magistrate's trial.

## WILLIAM CLARKE—Poll No. —, Pleasant Point.

For the particulars of this matter see the report of the assize trial. There were thirty-six witnesses examined at the hearing before the magistrate.

## HENRY WALLER.

This man was Boyd's general agent and handled his money during the election contest. I laid a charge against him for inciting deputy returning officers to fraudulently place ballots in the ballot box and for destroying ballots.

At the preliminary trial Freeborn swore that Boyd and Waller met him first in the country and Boyd approached him for the purpose of getting his services. A couple of days later Freeborn saw Boyd in Carberry and the latter showed Freeborn a telegram respecting him (Freeborn) which he got from Birmingham. That telegram Freeborn produces.

Boyd at the same time engaged Freeborn to work for him in the election contest, and told him that a man would see him the next morning. Accordingly the next morning Harry Waller, the accused, went up into Freeborn's bedroom and there showed him the trick of manipulating ballots, using a jug that was on the table as a ballot box. Waller then instructed Freeborn to go by the Manitoba and North-western Railway, and show deputy returning officers how to manipulate the ballots, and this he did.

He further swears that he instructed George Saunders how to manipulate the ballots and that afterwards Waller visited that place and instructed Saunders in the presence of Freeborn; and this same Saunders has been found guilty by a jury, and it was from this man that Freeborn after the election obtained the ballots which had been given to Saunders by voters and in lieu of which he had substituted Boyd ballots.

Uriah Scammell, a deputy returning officer, at Rathwell was arrested on one of these charges and he confessed his guilt and admitted that he substituted Boyd ballots for those of well-known Rutherford men, making the reeve of the municipality, Paul Kane and other well-known Liberals vote for Boyd. And this man was called as a witness against Waller, and he swore that Waller first asked him if he knew how to play cards and if he was quick with cards, and having found that he was, he showed him how to substitute the ballots and promised him money for doing it.

Upon the evidence of Freeborn and of Scammell, Waller was committed for trial.

## FRED. W. BROWN—Poll No. 8.

Brown was deputy returning officer at this poll. Freeborn was called as a witness and swore that he went to Portage la Prairie to get the blank ballots which each deputy returning officer was to have, in order that he should substitute ballots more freely. He says he saw the returning officer Richardson, who directed him to Brown; that he saw Brown and got thirty blank ballots from him, ten of which he gave to Saunders.

Brown was arrested for manipulating ballots at his own poll, but owing to the absence of a great number of voters on the excursion to Ontario, it was deemed advisable not to call any further witnesses and Brown was not committed.

## GEORGE SAUNDERS—Poll No. 19.

For report of this matter see report of the trial at the Assize. There were 25 witnesses called at the preliminary hearing before the magistrate.

## WILLIAM RENWICK—Poll No. 45.

Renwick was deputy returning officer at this poll. At the close of the poll there were found to be the following ballots in the box :—

Boyd . . . . .	56
Braithwaite . . . . .	51
Rutherford . . . . .	27
Rejected . . . . .	1

## Public Accounts Committee.

The deputy returning officer voted on certificate which was not signed by the returning officer at all but was signed by J. H. Howden, under a letter from the Returning Officer which he claimed authorized him to do this.

Thirty-two voters appeared and swore that they voted for Rutherford. McNair, Rutherford's agent, is away in Ontario, and there are several other witnesses who are absent, who undoubtedly voted for Rutherford. He was committed for trial.

Thirty-seven witnesses were examined before the magistrate.

### W. J. HAMILTON—Poll No. 47.

State of poll—

Boyd . . . . .	46
Braithwaite . . . . .	36
Rutherford . . . . .	31
Rejected . . . . .	2

Hamilton was deputy returning officer at this poll. One William Goodwin was appointed poll clerk at this poll. He had only recently arrived from Ontario and was a stranger in that locality. Beyond recording the first name in the poll book, Goodwin performed none of his duties of poll clerk. All the rest of the names were recorded in the poll book by Hamilton himself and he did all the clerical work.

He allowed Goodwin to vote on what he said was a certificate from the returning officer. There was no certificate produced and Goodwin's name does not appear on any of the voters lists in the electoral division, and he is undoubtedly not a voter and was merely brought in to steal one more vote. No certificate authorizing him to vote was returned by the deputy returning officer and none has ever been found in the possession of the Clerk of the Crown in Chancery. When Goodwin got his ballot he was hurried into the voting compartment before an objection could be made and the returning officer stated that Goodwin's name was on the list for Glenboro—which is untrue.

The deputy returning officer had his table in a corner of the room and a great many of the voters swore that they could not see their ballots when the counterfoil was torn off, as they disappeared beneath the table.

Thirty-nine voters swore they voted for Rutherford. Of the rejected ballots one only may have been intended for Rutherford. So that in any event there were seven ballots unaccounted for. The deputy returning officer had not a vote in that division, and he voted on a returning officer's certificate which had been signed by Howden. He was committed for trial by the magistrate. There were 45 witnesses examined before the magistrate.

### MOSES MCFADDEN—Poll No. 49.

State of poll—

Boyd . . . . .	36
Braithwaite . . . . .	72
Rutherford . . . . .	15
Rejected . . . . .	1

The deputy returning officer at this poll acted in a most arbitrary manner, and when W. J. Currie, the scrutineer for Rutherford, objected to the vote of Alexander McKenzie, the deputy returning officer threatened to arrest him. This McKenzie was not upon that poll at all and there does not seem to be any certificate for him, and it is very doubtful if he is the man who is on poll 52. The McKenzie who voted is a labourer in the employ of McFadden.

One John Robertson voted at this poll also. He is not on the list and there is no certificate. No objections of the agents, however, could prevent McFadden taking these votes.

The returning officer made no statement at the end of the poll book, and there does not appear to be any statement sent to the returning officer. It is difficult to tell how he arrived at the numbers to be counted at that poll.

The rejected ballot was not attempted to be marked for Rutherford and so is not to be considered.

Fifteen voters were called who swore they voted for Rutherford. A man named Munro came from Wabigoon too late to give his evidence, but before the decision in the case—an affidavit of his was presented to the magistrate, but would not act upon it.

Thomas Roberts, a well known Liberal, who undoubtedly voted for Rutherford, is at present in Wales. Two or three other witnesses have moved to distant parts, and under the circumstances the magistrate was not asked to commit. Twenty-one witnesses were examined before the magistrate.

WILLIAM MAWHINNEY—Poll No. —.

This man was deputy returning officer at Holland, but, although the polling place was fixed in the town of Holland, the vote was entirely a country vote, brought in from the outside. There were fifty-one witnesses examined before the magistrate, and he was committed for trial. For full particulars see report of assizes.

MALCOLM ORR—Poll No. —, Glenboro.

Orr was deputy returning officer at Glenboro. The ballots found in the box at the close of the poll, were as follows :—

Boyd . . . . .	121
Rutherford . . . . .	70
Braithwaite. . . . .	2
Rejected . . . . .	5

The five rejected ballots were as follows :—

- 1 marked for all three candidates, initialled.
- 1 marked for both Boyd and Rutherford and initialled.
- 1 marked for Rutherford and initialled, with counterfoil on.
- 1 not marked, but initialled.
- 1 with four lines across the face and initialled.

Seventy-eight voters swore they voted for Rutherford, but one of these (Ashley) voted for both candidates. Four other witnesses were called, all of whom no doubt voted for Rutherford, but all of whom refused to give evidence and we did not deem it worth while to compel them.

Orr is a popular man in the locality and belongs to some of the secret orders, and every influence that could be brought to bear against our witnesses was used to either get them to evade service or to refuse to answer.

W. H. Robertson is in England, R. Steele in Ontario, Thomas Kenyon in England, H. Thornborough is at McGregor, William Robinson in Brussels, Ontario, S. Egan and R. J. Davidson in Detroit, L. F. Kingsley, whereabouts unknown. All of these men are known to be Rutherford men, but cannot be got. The witnesses who refused to give evidence were offered almost any inducement and free defence if they would persist in their refusals.

There being six more votes sworn to than there were ballots in the box, notwithstanding the refusals and absentees above mentioned, the magistrate did not hesitate to commit. Eighty-seven witnesses were examined in the case. The deputy returning officer, and probably the scrutineers were considerably under the influence of liquor during the whole of the day.

JAMES McDOLE—Poll No. —, Cypress River.

It was reported to me by the secret service that this man had been practising the manipulation of ballots before the election, and it was sworn to by Anderson in one of the other cases that a few days before the poll opened he paid McDole \$75.

## Public Accounts Committee.

Shortly after the election was over McDole signed a petition to Boyd asking him to resign on account of threatened proceedings which were feared against deputy returning officers ; and this was proved at the trial.

Freeborn was called as a witness and he swore that McDole admitted to him that he had manipulated ballots in favour of Boyd and had suppressed Rutherford ballots. About 50 witnesses were subpoenaed and attended court, but the most of them were not called and McDole was committed for trial.

### ROBERT ROBERTS.

This man was Boyd's scrutineer at Glenboro and from investigations made by the secret service it was believed that he was in the conspiracy and owing to certain statements made by one Sanders I felt justified in laying an information against him ; but after the evidence was given in the Orr case, I deemed it advisable to abandon the prosecution, and it was abandoned.

### ABRAM DENISON.

This man is the hotel-keeper at Glenboro and on election day he seemed to have great control over the returning officer. It was reported to me by the secret service that at that close of the poll the parties were all drunk and Denison broke into the poll and carried away the ballot box and helped make up the returns. The parties certainly all did go to Denison's hotel, and they apparently had the ballot box with them ; but after the evidence was taken in the Orr case, I deemed it advisable to abandon the prosecution of Denison.

### URIAH SCAMMELL—Poll No. — ,Rathwell.

This man was deputy returning officer at Rathwell and the result of his poll was so outrageous that he early came under consideration. It seemed impossible for me to get any evidence against him. It was apparent by statements got from the various voters that a large number of ballots marked for Rutherford had been suppressed and ballots in favour of Boyd had been used in their place. We however succeeded in getting one of his confederates to give us some information and we then arrested Scammell. As soon as he was arrested he made a full confession and became a witness for the Crown.

He confessed that he was appointed deputy returning officer. That shortly afterwards, pursuant to an appointment, he met Henry Waller, who enquired if he (Scammell) could play cards and having found that he could, he said " You will do " and he was then shown how to receive a ballot from a voter and put a different one in the box ; and he was then promised by Waller money. Soon after that Anderson, in company with Parker, the deputy returning officer at Treherne, visited Scammell and gave him \$25, and two or three days before the election Scammell was sent for to go to Treherne and he there met Parker, a deputy returning officer, and from him obtained 24 blank ballots.

He further confessed that on polling day he did suppress many of the ballots of well-known Liberals and in their place put in the ballot box ballots which he had previously marked for Boyd and had initialled and from which he had removed the counterfoil.

This man, having given evidence at the trial as evidence for the Crown, was not prosecuted.

### W. J. PARKER—Poll No. — , Treherne.

This man was deputy returning officer at this poll. There were in the ballot box at the close of the poll the following ballots :—

Boyd . . . . .	52
Rutherford . . . . .	46
Braithwaite . . . . .	16
Rejected . . . . .	2

The two rejected ballots were apparently intended for Rutherford, so that it may be said 48 men voted for Rutherford. Forty-nine voters before the magistrate swore that they voted for Rutherford. There were a number of absent voters who could not be got, just as at all other trials. Many were in Ontario on the winter excursion.

This man was also charged with inciting Uriah Scammell and it was proved that he was present with Anderson when he paid Scammell the \$25, and it was also proved that Parker took Scammell upstairs in his (Parker's) hotel and there gave him the ballots which Scammell was to use. But considering all the evidence, the magistrates did not think they were justified in committing for trial, and so he was let go free.

I feel certain in this case that all the evidence was not got that exists, and I greatly fear that we have missed punishing some men in Treherne who had largely to do with spreading this fraud throughout the southern part of the riding.

This same Parker received from Anderson, who was the deputy returning officer at Arizona, a few days before the election, the sum of \$100; but Anderson swears that he intended it for Alexander, the postmaster at Treherne, and that Parker agreed to give it to him for election purposes.

#### RUSSELL HERRIMAN—Poll No. 24.

This man was deputy returning officer at this poll. At the close of the poll the following ballots were found in the box:—

Rutherford . . . . .	49
Boyd . . . . .	27
Braithwhite . . . . .	49
Rejected . . . . .	4

The rejected in no way relate to Rutherford.

This poll is situate at a place near Beaver Creek, about nine miles from McGregor Station. Beaver Creek is in the centre of a fairly well settled farming community containing plenty of men quite fit to be deputy returning officers. When a commission of the deputy returning officer was produced it was found that originally Dr. Eaton was made deputy returning officer and his name was struck out in the Commission and R. D. Herriman substituted.

Herriman is a gambler and has served a term of three months in jail at Winnipeg on this charge. He has no real means of support and is generally known and reputed as a gambler. He ostensibly keeps a boarding-house, but it is generally believed that this is done merely to avoid another charge under the Vagrancy Act. He has no vote in the electoral division of Macdonald and it is curious that a man of this character should by taken eighty miles or more to hold a poll in a locality where there are plenty of men amply fitted for the position.

The returning officer swore that he did not know Herriman before he was appointed, but that he acted upon the recommendation of some one believed to be Boyd's brother.

The voters in the locality of Beaver Creek having found out in some way the night before the election the character of the deputy, caused a couple of special constables to be sworn in and the utmost care and watchfulness was used at this poll; and after the investigation before the magistrate had gone on at some length I came to the conclusion that but very little crooked work was done.

There were about 105 witnesses examined, and fifty voters swore that they voted for Rutherford, and fifty swore they voted for Braithwaite, and several known opponents of Boyd's could not be got. The poll was held at a school-house, and the scrutineers for Braithwaite and Rutherford watched Herriman with the utmost care.

From information I had received before the charge was laid, I had every reason to believe that ballots had been substituted. A number of our witnesses could not be obtained. I think ballots were substituted to the extent of seven or eight, but the proof was not sufficient to justify a commitment and he was not committed.

## Public Accounts Committee.

### LISGAR.

W. O. TAYLOR—Poll No. 46, Barnsley.

The returning officer granted three certificates to agents for Rogers to vote at this poll. This was objected to by Haverson, Richardson's agent, but the votes were recorded by the D.R.O.

ARTHUR C. HAWKINS, Poll No. 58, Swan Lake.

The returning officer granted four certificates to agents for Rogers to vote at this poll, and all four were allowed to vote, although objected to by George B. Gordon, the agent for Richardson.

### PROVENCHER.

E. J. C. BURON—Poll No. 1.

The returning officer granted seven certificates to agents of Mr LaRivière to vote at this poll, and all voted, although objected to.

MILES McDERMOTT—Poll No. 4.

The returning officer granted twenty-three certificates to agents of LaRivière to vote at this poll. These were objected to, but the votes were taken.

### SELKIRK.

J. F. LUNDY—Poll No. —, Lundyville.

This man is a postmaster and was deputy returning officer at this poll.

He acted in a most arbitrary manner. He allowed G. Kerr and G. Cartwright to vote. They had no votes in that polling district and there were no returning officer's certificates, and it is believed that they had no votes in the electoral division.

Lundy constantly left the poll and went outside canvassing voters, and would come in with them when they came to vote.

### WINNIPEG.

GEORGE B. ANDERSON.

This man lives in Glenboro. The night before the election in Winnipeg he called together at the Leland House in Winnipeg five or six deputy returning officers and he gave them certain instructions. An information was laid against him for inciting the deputy returning officers to destroy ballots and to put in the ballot box ballots other than those marked by voters and he was committed for trial.

The matter was laid before the grand jury at Winnipeg and a true bill was found against him. When the matter came up before the petty jury they disagreed, and a new jury being called, they again disagreed. It was proved however, that he did instruct the deputy returning officers to do something wrong with the ballots.

I attach hereto the report of the Deputy Attorney General as to the evidence on this trial.



## MARQUETTE.

## HAZARD—Poll No. 18, Lake Dauphin.

This man was deputy returning officer at this poll. During the entire day while the vote was being taken when the deputy received the ballot from the voter he invariably opened it when he was tearing off the counterfoil in such a manner that Glen Campbell, the agent for Roach could see how the ballot had been marked; and Campbell kept a tally and when voters came in to vote he announced from time to time how the poll was standing. A few times Campbell went out of the poll, and while he was away the returning officer examined the ballot and kept the tally for Campbell; and when the poll was closed Campbell announced the state of the poll before the ballots were counted. These facts can be proved, I believe, beyond reasonable doubt; but would a political jury convict?

## DANIEL WILSON—Poll No. 15, Shoal Lake.

This man is a Dominion civil servant in charge of the old police barracks at this point, and he is also the postmaster.

Wilson refused to open the poll until ten o'clock, so that he could have an excuse, it is believed, to keep it open an hour later at night, in order that the special Conservative train might get in in time. When the Conservative train arrived late that evening, Wilson and Greenshawe (Roach's agent) left the polling booth and went to the railway station, and they there filled up certificates which had been signed by the returning officer, but which were blank, with the names of several persons who arrived there, appointing them agents at the different polls in that locality in order to vote. Roach had two agents acting with Wilson at that time, but they withdrew, and two men having these certificates which had been filled up, took their places and voted at Wilson's poll.

A charge has been laid against him that he substituted a blue pencil once in the polling booth and that two Liberal voters who were then going in used this pencil. The pencil was then removed by Wilson and when these blue pencil marked ballots came to be counted in the evening, Wilson rejected them. I believe the charge is true and I think it can be proved.

No informations have been laid against any of the deputy returning officers in Marquette, Lisgar or Provencher. I am firmly convinced that what took place in polls 1 and 4 of Provencher was very general throughout that riding.

*(Exhibit C.)*

## ACCOUNT OF H. M. HOWELL.

1896.		
June 26.	Attending Mr. Sifton, 2 hours going fully into the irregularities of the dep. ret. officers and others as to the balloting in the last election and received instructions from him to investigate the various acts of the various dep. ret. officers. . . . .	\$ 5 00
" 27.	Letter to Pinkerton & Co., of Chicago, for 3 men. . . . .	50
July 3.	Attending Mr. Shoemaker, going over the whole field with him and laying out a plan of action, 2 hours. . . . .	5 00
" 4.	Attending Mr. Shoemaker with Mr. Cooper going over the question of the irregularities in the Winnipeg ballot, 2 hours. . . . .	5 00
" 7.	Attending Mr. Sifton & Mr. Greenway at their rooms, discussing the matter, 1 hour. . . . .	2 50
" 8.	All day going over the evidence with Shoemaker and his assistants, and laying down a plan of action and sifting the evidence already brought in. . . . .	25 00

Public Accounts Committee.

July	9. Attending the Attorney General with Shoemaker & Cooper, 1½ hours	3 75
"	10. 1 hour with Shoemaker.	2 50
"	11. Attending the Attorney General, Watson & Burrows, 1½ hours.	3 75
"	11. Attending Shoemaker, Ballantyne & Ferris as to Carberry polls, 1½ hours.	3 75
"	13. 1½ hours with Shoemaker & Robertson instructing the latter to proceed to Carberry as a picture seller and with full instructions and letters of introduction to gather evidence as to Clarke and Waller.	3 75
"	13. 2½ hours with Watson & Ashdown giving instructions to Ballantyne as to the irregularities of the polls in Dauphin.	6 25
"	14. Attending Shoemaker, 1 hour, and with final instructions.	2 50
"	17. All afternoon with Attorney General & Freeborn and arranged with Shoemaker and one assistant to leave to-morrow.	12 50
"	18. 1½ hours with Freeborn and the Attorney General discussing matters fully.	3 75
"	18. From 3 o'clock to 5.50 with Freeborn & Dr. Shaw getting their evidence.	7 50
"	20. Attending Watson & Burrows instructing Robinson to go to Dauphin and continue evidence Ballantyne began.	2 50
"	22. Called in Robinson from Carberry and sent him home. Long interview with Freeborn, 2 hours.	5 00
"	23. Attending Freeborn, 1 hour.	2 50
"	24. Attending Attorney General's office with Ferris and Attorney General, 2 hours.	5 00
"	27. Attending Freeborn, 1 hour and arranging to have him come back to-morrow.	2 50
"	28. Attending Freeborn & Ballantyne, 2 hours instructing them to go to the country and follow out directions.	5 00
"	29. Attending Ballantyne, giving him letters to parties with private instructions, 1 hour.	2 50
"	29. Telegram to the Attorney General as to the Glenboro matter.	50
"	29. Letter to Smith.	50
"	31. Having heard about irregularities at the Rathwell poll—Drawing up forms for 37 affidavits and long letters to Forbes for particulars.	10 00
Aug.	3. Having received the written instructions that were handed to certain Winnipeg deputy returning officers, searches of handwriting and interviews with many parties to get evidence as to who wrote it.	2 50
"	4. Letters to Smith and others Glenboro', re Nesbit and letters from Forbes as to Scammell.	1 00
"	5. Ballantyne having returned from Dauphin, attending him one hour to get his report, when arranged to meet him next day.	2 50
"	6. Attending Ballantyne & Freeborn 3 hours, finishing the report of the former as to Dauphin and instructing both to go to Rathwell and endeavour to get evidence of irregularities at Scammell's poll.	7 50
"	6. Gave Ballantyne private letters to Forbes and Kane.	50
"	7. Robinson having returned from Dauphin, finishing Ballantyne's work; receiving his report, 2 hours.	5 00
"	7. Interview with Freeborn as to Scott, 1 hour.	2 50
"	10. Ballantyne returned with Freeborn, reporting what had been done, 2 hours.	5 00
"	13. Long interview with Paul Kane and I decide to send Ballantyne to Holland, 3 hours.	7 50
"	15. Attending Ballantyne, and receiving his report and arranging an interview with him next day and with Freeborn.	2 50

Aug. 15.	Having considered it proper to get a gambler to endeavour to gather the evidence in Treherne. Letter to Pinkerton & Co. for a man who could assume the role of gambler and tough. . . . .	50
" 17.	Attending Ballantyne & Freeborn instructing them to proceed by the Manitoba and North-western Ry. to find what had been done as to the ballot boxes along that line, both in Macdonald and Marquette, and drawing letters of introduction to various parties to be used on the journey, 3 hours. . . . .	7 50
" 18.	Oaks, an operator sent by Pinkerton & Co., to work in Treherne, arrived. Attending him going over the ground fully, two hours, and arranging for him to leave on the 19th. . . . .	5 00
" 19.	Final instructions to Oaks, and making him the necessary advances	2 50
" 21.	Attending Paul Kane, discussing the various polls on the Glenborough line, and long letter to him giving him instructions how to proceed, two hours. . . . .	5 00
" 21.	Attending Ballantyne, getting return as to his investigations in Arden and other places up the Manitoba and North-western, one hour. . . . .	2 50
" 22.	Attending Ballantyne, again discussing his report and instructing him to continue the work, two hours. . . . .	5 00
" 24.	Interview with Freeborn as to certain irregularities reported from Assiniboia, supported by certain conversations heard by Ballantyne, leads me to believe that at least three polls in the Regina constituency had been tampered with, one hour. . . . .	2 50
" 25.	Attending the Attorney General as to the various proceedings taken thus far, two hours. . . . .	5 00
" 25.	From 6 to 7 p.m., with Oaks and Ballantyne, receiving the report of the former as to Treherne, and arranging a meeting the next day with the Attorney General. . . . .	2 50
" 26.	Attending the Attorney General with Oaks and Ballantyne. It was arranged that the former should return to Treherne and follow up the evidence that he had thus far obtained, and that the latter should go to Regina and look into the irregularities reported from several polls there, one hour. . . . .	2 50
Sept. 1.	Long interview with Ballantyne, getting report of his investigations in Regina, three hours. . . . .	7 50
" 2.	Attending Oaks and Ballantyne, and getting final and full reports of all their proceedings and sent them home, two hours. . . . .	5 00
" 9.	Examination of all the reports of Ballantyne in Regina. Sent them with letter to Robson and advised him fully, two hours. . . . .	5 00
" 12.	Attending Attorney General as to Freeborn going to Ontario. Telegram to Pinkerton as to Ballantyne, and long interview with Freeborn giving instructions. Letter to Ballantyne and letter to Sutherland. Gave Freeborn letter to Sutherland by way of introduction and sent Freeborn away, three hours. . . . .	7 50
Dec. 14.	Attending the Attorney General and Mr. Sifton, getting instructions to proceed and discussing the law, two hours. . . . .	5 00
" 15.	Drawing up forms of information and warrants and looking into the law, three hours. . . . .	7 50
" 15.	Called in O. H. Clarke and went over the facts and law with him, and gave him full instructions as to what cases he was to take up, and arranged with the Attorney General to have the ballots and other papers sent to the Prothonotary here, all day. . . . .	25 00
" 16.	Spent the entire day with Clarke going over the poll books and other papers in Mr. Walker's office, and examining the evidence. . . . .	25 00
" 18.	Half a day at Walker's office finishing the examination of the poll books, commissions and affidavits, and settling the form of the affidavit for the order to get the ballots. . . . .	12 50

## Public Accounts Committee.

“	19. Drew up warrants and informations, six charges against Walker, four against Anderson, and two charges each against eighteen others, and examining the same with warrants. . . . .	10 00
“	21. All day with Clarke, Wade, Metcalfe and Perdue, discussing the whole matter, and arranging who should swear out the informations. . . . .	25 00
“	22. Attending the Attorney General as to the police constables for making the various arrests, and arranging about magistrates, half a day. . . . .	12 50
“	23. Went to Carberry. Up all night arranging about arrests. Returned home the next day. . . . .	25 00
“	26. Attending Mr. Wright and others from Carberry, and the Attorney General and Mr. Wade, three hours. . . . .	7 50
“	28. Herriman having been arrested, attending police court, adjourning and attending half a day with Bradshaw, going over Herriman's case and instructing him, and attending the Attorney General, Perdue and Metcalfe. . . . .	25 00
“	29. All day at Carberry examining witnesses in the Clarke case. Returned next day . . . . .	25 00
1897.		
Jany.	2. Attending Wade and Clarke, discussing the various prosecutions conducted by them and advising as to notices to produce and attending the Attorney General, getting the ballots in the Saunders case. . . . .	2 50
“	3. Left by Western train in order to be in Gladstone by Monday. . . . .	
“	4. In Gladstone all day in the Saunders case. Returned to Portage la Prairie the next day . . . . .	25 00
“	5. All day in Portage la Prairie discussing the Brown case and the McCuaig case with parties familiar with the evidence. . . . .	25 00
“	8. Took freight train early in the morning to McGregor with Walker and the ballots, and examined him and other witnesses. Returned home next day. . . . .	25 00
“	11. Attended the Attorney General with all the solicitors and arranging a line of action for next week, two hours. . . . .	5 00
“	11. Attending Paul Kane and arranged with him to take Scammell to Carberry, and had him sworn in as a special constable for this purpose. Arranged with Elliott as to arrest of Freeborn, and got a man to go with Freeborn to Carberry. . . . .	2 50
“	12. Went to Carberry with Freeborn and constable. . . . .	
“	13. All day in Carberry examining witnesses—Scammell and Freeborn in particular—three of the accused sent up . . . . .	25 00
“	14. Returned home from Carberry. . . . .	25 00
“	16. Long interview with the Attorney General and with Mr. Perdue reporting progress and taking further instructions. . . . .	5 00
“	23. Attending the Attorney General with Mr. Clarke to decide as to what course we should take in the Brown matter and arranging with Freeborn to go to Portage la Prairie and give evidence . . . . .	5 00
“	24. Attending the Attorney General, Perdue and Metcalfe, as to proceedings against Finklestein. . . . .	2 50
“	25. Attending the Attorney General, Wade and Kane, as to further proceedings against Dennison and Roberts. . . . .	2 50
Feby.	26. All afternoon discussiug the cases that are to be tried at the assizes with various solicitors. . . . .	12 50
“	27. All day going over cases with witnesses and preparing indictments. . . . .	25 00
March 1.	All day going over cases with witnesses and preparing indictments. . . . .	25 00
“	2. Thirteen days at the assizes, Portage la Prairie, prosecuting the various cases. . . . .	520 00

“ 24. Four days going over the various accounts, settling same and drawing up report of the various proceedings.....	80 00
Attending Ottawa. Several ministers discussing the prosecutions and reporting the results of the magistrates trials,	
Total.....	\$1,248 00

(Exhibit D.)

## Re MANITOBA ELECTION CASES.

I have examined the accounts and memo. of expenses (herewith returned) in connection with the above matter submitted for examination and approval.

The following are the solicitors' fees with the amounts, which I consider reasonable for the services therein stated.

	Rendered at.	Allowed at.
Archibald & Howell.....	\$5,000 00	\$2,000 00
F. C. Wade.....	1,270 60	690 60
O. H. Clarke.....	1,660 85	1,178 35
T. L. Metcalfe.....	823 75	823 75
Richards & Bradshaw.....	1,029 22	754 22
W. E. Perdue.....	541 15	313 15
	<hr/>	<hr/>
	\$10,325 57	\$5,760 07

With reference to the memo. of disbursements submitted, I have examined them as far as possible with the accounts or vouchers which have been produced.

Most of them are certified as correct by Mr. H. M. Howell, whose certificate, I have no doubt, is entitled to every credence. In some few cases the disbursements have been reduced in amount, and I submit the list of accounts of disbursements with the amounts which I find to have been paid for the expenses mentioned.

Amounts paid to Constables, Bailiffs, &c.	Rendered at.	Allowed at.
Accounts.....	\$1,230 35	\$1,230 35
Witnesses, including railway fares.....	4,405 60	4,405 60
Rent of halls for courts.....	94 60	50 60
Magistrates and clerks.....	902 00	781 25
Solicitors' fees and printing.....	43 83	40 83
Counsel fees and accounts to Wade & Clarke.....	440 00	440 00
Mr. Howell's expenses.....	164 36	164 36
Discounts and drafts.....	28 15	28 15
Balance from 1896.....	5 19	5 19
	<hr/>	<hr/>
	\$7,315 08	\$7,146 33

I am of opinion, therefore, that for these services and disbursements reasonable payment would be as follows:—

Solicitors' accounts.....	\$5,760 07
Disbursements.....	7,146 33
	<hr/>
	\$12,906 40
Of which as shown by the accounts, there has been paid	1,000 00
	<hr/>
Leaving still.....	\$11,905 40

E. L. NEWCOMBE.

N.B.—In certifying these costs as above I have allowed the same fees as would have been allowed had the work been done by agents of the Minister of Justice.

E. L. N.

## Public Accounts Committee.

(*Memorandum.*)

DEPARTMENT OF JUSTICE,  
OTTAWA, June 30, 1897.

M. J. wants Mr. Sifton to get this cheque on Friday.

Four o'clock. Have seen Mr. McGee and told him M. J. wishes Mr. Sifton to get this money on Friday.

J. LESLIE.

(*Memorandum.*)

DEPARTMENT OF JUSTICE,  
OTTAWA, July 2, 1897.

J. J. MCGEE, Esq.

Has this matter passed Council? Has it come from His Excellency yet?

E. L. NEWCOMBE.

D. M. J.

Draw report for my signature to pay Mr. Sifton towards expenses of prosecutions for election frauds in Manitoba to be accounted.

E. L. NEWCOMBE.

(*Exhibit E.*)

30th June.

TO HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL :—

The undersigned has the honour to recommend that in connection with the recent prosecutions for election frauds in Manitoba an advance of \$6,964.41 be made to the Hon. the Minister of the Interior to enable him to make advances on account of the several agents pending the taxation of their bills, which amount in the aggregate to a very much larger amount; such advance to be charged to the vote for miscellaneous justice and to be accounted for.

Respectfully submitted,

O. MOWAT,  
*Minister of Justice.*

(*Exhibit F.*)

(*Private.*)

WINNIPEG, MAN., May 18, 1898.

*Re Ballot Box Cases.*

MY DEAR MR. SIFTON,—I was surprised to get your letter of 12th inclosing letter from Sir Oliver Mowat, complaining of Richards & Bradshaw's bill and also of ours.

The former is made out on exactly the same rates as all the other bills, namely Clarke, Wade & Perdue, and in conformity with a consultation of all—they charged exactly the rates which the Dominion Government allow for their cases here, exactly the rates charged by Martin & Walker. If Richards & Bradshaw's bills are excessive, then all the others are the same. With regard to our bill I was compelled to make a lump charge as work was done of which no record really could be kept. I merely set down a sort of history of what I did in this matter. I do pose here as leading counsel (perhaps undeservedly) and I charge and obtain fees as a leader and always get far more than \$40 per day. The local government pays me when employed \$75 per day, and I will venture to say that Sir Oliver pays more than that to leader.

Believe me,

Yours truly,

H. M. HOWELL.

To the Hon. C. SIFTON,  
Minister of the Interior, Ottawa.

P.S.—I do not quite like to write to Sir Oliver in this matter as he has not invited remarks from me.

*(Exhibit G.)*

WINNIPEG, Man., 27th March, 1897.

The Dominion of Canada, in account with Archibald & Howell, Barristers, Solicitors, &c.  
1897.

March 27. To our charges investigating and prosecuting ballot box cases,  
Particulars of which are hereto annexed . . . . . \$5,000

*(Exhibit H.)*

WINNIPEG, Man., 20th March, 1897.

The Department of Justice in account with W. E. Perdue :

*Re* prosecutions against parties charged with abstracting ballots and improperly placing ballots in ballot boxes, in the electoral district of Macdonald.

Dec. 23, 1896. Attending at the police court, when Herriman was brought before the police magistrate; settling amount of bill; approving sureties and seeing to correctness of recognizances . . . . .	\$	10	00
Dec. 28, 1896. Attending in police court when Herriman again remanded . . . . .		5	00
Jan. 5 to 6, 1897. Two full days at Carberry—went on afternoon of 4th and returned on night of 6th: \$40 per day, as per Dominion tariff . . . . .		40	00
Expense . . . . .			11 50
To paid telegrams to Mr. Howell . . . . .			0 65
Jan. 10 to 15, 1897. 4½ days at Carberry, engaged in prosecutions . . . . .	180	00	
Expenses . . . . .			18 00
Jan. 21 to 23, 1897. 1 day and ½ at Carberry, engaged in prosecutions . . . . .	60	00	
Expenses . . . . .			11 00
Jan. 28 to 30, 1897. 1½ days at Carberry, engaged in prosecutions . . . . .	60	00	
Expenses . . . . .			12 00
Feb. 4 to 6, 1897. 1½ days at Carberry, concluding case against Brooks and continuing case against Finklestein . . . . .	60	00	
Expenses . . . . .			12 00
Paid Alex. Kabel expenses from Ste. Rose du Lac . . . . .			21 00
			<hr/>
	\$455	00	\$86 15
		86	15
			<hr/>
	\$541	15	

The above counsel fees include many consultations with Mr. Howell and other counsel, many conferences with the Attorney General, and preparation of necessary papers; also, advising with Attorney General as to Herriman case and attending on 13th February and 15th February, before magistrate.

Correct.

H. M. HOWELL.

# Public Accounts Committee.

(Exhibit I.)

Department of Justice, in account with F. C. Wade, Barrister :	
Counsel fees.—Counselling fees conducting Orr, Dennison, Roberts, Scammell, Mawhinney, McDole and Parker cases at Glenboro and Treherne, requiring absence from Winnipeg, Dec. 23, 24, 30, 31. Jan. 1, 6, 7, 8, 9, 13, 14, 20, 21, 22, 28, 29. Feb. 3, 4, 8, 9, 15, 16, 24, 25 . . . . .	\$960 00
Fees and counsel fees for all services in Winnipeg from December 19th to March 7th, say two days counsel fees. . . . .	80 00
Counsel fees assizes. Central judicial district when necessarily absent from Winnipeg at assizes and going and returning March 2, 3, 4, 5, 6 and 7, 6 days . . . . .	240 00
	1,280 00
Disbursements as per details attached . . . . .	280 60
	1,560 60
Credit by cash from Archibald & Howell and others . . . . .	290 00
	\$1,270 60

Correct,

H. M. HOWELL.

Department of Justice in account with F. C. Wade, Barrister, etc.

## DISBURSEMENTS.

1896.	
Dec. 21. Paid cab hire home at 2 a.m. from magistrate's quarters . . . . .	\$1 00
“ 23. Paid return fare to Glenboro . . . . .	5 20
Wire to home . . . . .	0 25
“ Smart . . . . .	0 25
Hotel and other expenses at Glenboro, Elm Creek and Holland, 23rd and 24th . . . . .	5 00
“ 28. Wired Kane and paid . . . . .	0 25
“ 30. Paid return fare to Glenboro . . . . .	5 20
“ 31. Hotel and other expenses at Glenboro, 30th, when drove 35 miles to Treherne . . . . .	2 50
Wire to McAdam, J.P., at Treherne . . . . .	0 60
Paid for his reply . . . . .	0 25
Wired Andrews from Holland . . . . .	0 25
1897.	
Jan. 1. Hotel and other expenses at Treherne and to Winnipeg, Dec. 30th and Jan. 1st . . . . .	5 00
“ 2. Paid wire to Oxford . . . . .	0 25
“ 6. Fare to Glenboro . . . . .	4 00
Telegrams, Kane and Parker . . . . .	0 60
Wired Anderson, J.P., Hon. J. D. Cameron and Mr. Tait . . . . .	1 25
Hotel and other expenses, Glenboro, Jan. 6, 7 & 8 . . . . .	7 50
Paid return fare . . . . .	4 00
Jan. 13. Fare to Glenboro . . . . .	4 00
Hotel and other expenses, Jan. 13th & 14th Glenboro, Holland & Elm Brook . . . . .	5 00
Fare home . . . . .	4 00



	Hotel and other expenses Jan. 20th & 21st reached home 5.30, a.m.	
	Jan. 22nd.....	5 00
	Fare home.....	4 00
	W. G. Livingston to Glenboro, and return.....	8 00
	N. McDonald.....	8 00
	Thos. Holgate.....	8 00
	Saml. Holgate.....	8 00
	John Williams.....	8 00
	James Roden.....	8 00
	J. F. Kinley.....	8 00
	W. Nevins, hotel.....	7 25
	Lunches, Elm Creek, 8.....	2 00
	“ Holland, 8.....	2 40
	Thos. Holgate, for time lost.....	3 70
	J. F. Kinley, expenses.....	1 25
	William Brown.....	25
Jan. 21.	Nevins Hotel expenses.....	6 80
	John Leitch, constable.....	10 00
“ 27.	Wire to Axford and paid.....	0 25
“ 27.	Wire to Venner and paid.....	0 50
	Paid wire from Woodman.....	0 25
“ 27.	Expenses with Saunders and Woodman.....	1 00
	Paid Saunders loss of time.....	1 75
	Paid fare to Treherne.....	3 10
	Paid fare home.....	3 10
	Hotel and other expenses at Treherne, 27th and 28th.....	5 00
Feb. 1.	Wire to Venner.....	0 25
“ 2.	Wire to Mawhinney.....	0 25
	Wire to Smart.....	0 25
	Wire from office to self paid.....	0 25
“ 3.	Paid fare to Holland.....	3 40
“ 4.	Paid fare to Winnipeg.....	3 50
	Hotel and other expenses.....	5 00
“ 8.	Paid luncheons for witnesses and self at Elm Creek.....	1 00
“ 9.	Paid board, self and witnesses at Holland.....	7 25
	Paid for ambulance for witness and for telegrams.....	1 00
	Paid lunches witnesses and self at Winnipeg late at night.....	1 00
“ 11.	Paid James Roden expenses on Orr case.....	2 00
	Paid telegram to Verner.....	0 25
	“ “ “ Smart.....	0 25
“ 12.	“ “ “ Smart.....	0 35
“ 13.	Paid cash to J. A. Nubon.....	20 00
	Paid Holgate expenses in Orr case.....	3 00
	Paid Roden (Jr.) expenses in Orr case.....	2 00
“ 14.	Paid telegram to Smart.....	0 25
“ 15.	Paid fare to Treherne.....	3 10
	Paid Walter Frost's expenses (witness).....	1 35
	Paid telegram to Smart.....	0 25
“ 16.	Paid fare to Winnipeg.....	3 10
	Hotel and other expenses.....	5 00
“ 18.	Paid on account of hotel bill for witness and self at Cypress River (Amount of account \$8.75).....	4 00
	Expenses Cypress River.....	3 00
“ 22.	Paid telegram to Deputy Clerk of Crown, Portage la Prairie.....	0 25
“ 24.	Paid cash to J. A. Freeborn.....	5 00
“ 25.	Paid expenses of Davis, witness from Dauphin in Parker case.....	10 00
	Hotel and other expenses at Treherne.....	5 00

## Public Accounts Committee.

Mar. 2.	Paid fare to Portage la Prairie .....	1 65
	Hotel expenses at Portage la Prairie .....	10 00
	Paid telegram to A. Dawson .....	0 55
“ 7.	Paid fare to Winnipeg .....	1 65
	Postage on letters and parcels, from December 14th to March 7th. .	1 50
		\$280 60
Jan. 12.	Case from H. M. Howell .....	100 00
“ 6.	“ “ “ “ .....	100 00
“ 24.	“ “ Hon. D. J. Cameron .....	25 00
Mch. 1.	“ “ H. M. Howell .....	50 00
Feb. 3.	“ “ M. Shand .....	15 00
		\$290 00

### (Exhibit J.)

Dominion Government, in account with O. H. Clarke, *re* Macdonald :

1896.		
Dec. 7.	To 4½ days examining election returns and preparing order for inspection of ballots, at \$15 per day .....	\$ 67 50
“ 12.	To 4 days work, self and clerk, preparing informations and duplicate warrants in 19 cases, at \$15 per day .....	60 00
“ 22.	To amount disbursed in telegrams .....	\$ 12 95
	To 2 days to Neepawa and return when arrests made, at \$40 per day as per Dominion Government printed tariff .....	80 00
	Fare .....	4 10
	Meals, \$1; hotel bill, \$3 .....	4 00
“ 29.	To 2 days at Neepawa and return when adjournments made, at \$40 per day .....	80 00
	Fare .....	8 20
	Hotel bill, \$3; meals, \$1 .....	4 00
1897.		
Jan. 3.	To 5½ days to Neepawa when trials of Saunders, McFadden, Renwick and Hamilton part heard, at \$40 per day ...	220 00
	Board at Neepawa .....	4 50
	Board at Gladstone .....	1 50
	Board at Portage la Prairie .....	1 50
	Dinners at Gladstone .....	1 00
	Railway fare .....	8 20
“ 15.	To 3½ days at Neepawa when Renwick, Hamilton & McFadden part heard, Saunders, committed, at \$40 per day .....	140 00
	Railway fare .....	8 20
	Hotel bill and meals .....	5 50
“ 25.	To 1 day at Portage la Prairie, when Brown part heard. .	40 00
	Railway fare .....	3 80
	Hotel .....	2 50
“ 29.	To 2 days at Neepawa when Renwick, Hamilton & McFadden heard, at \$40 per day .....	80 00
	Railway fare .....	8 20
	Hotel bill .....	2 00
	Dinner .....	1 00
	Livery hire .....	7 50
Feb. 4.	To 2 days at Neepawa when trials completed, at \$40 per day .....	80 00
	Railway fare .....	8 20
	Hotel, \$4; dinners, \$1 .....	5 00
	To paid Richardson's expenses .....	7 50

	To paid expenses of J. Munroe, attending as witness on McFadden's trial, when he came from Wabigoon to Neepawa .....		25 00
1896.			
Dec. 31.	To expenses of clerk serving subpoenas, 6 days at \$2.50 per day .....	15 00	
	Livery hire paid McMillan .....		28 00
	Railway fare .....		6 80
	Hotel bill and meals .....		8 75
	Telegrams and stationery .....		0 90
	To amount of McGuire's bill serving subpoenas as per account hereto annexed .....		54 80
	To amount of McMillan's bill for livery for McGuire .....		20 00
	To amount of Benson's Peters bill hereto annexed .....		41 95
	To amount of W. A. Davis bill hereto annexed .....		30 00
	To amount of Thompson's bill hereto annexed .....		5 00
	To paid for copy of evidence <i>re</i> McFadden .....		2 95
	To paid for copy of evidence <i>re</i> Saunders .....		2 60
Feb. 19.	To drawing 24 subpoenas <i>re</i> Saunders .....	5 00	
	To 8½ days at Portage la Prairie assizes on Saunders, Clarke and Anderson cases, at \$4 per day .....	340 00	
	Paid hotel expenses .....		17 20
	Paid telegram from Burr .....		0 50
	To paid Van Blaricom serving subpoenas <i>re</i> Hamilton case. <i>Re</i> Renwick case .....		10 00
	To paid Stevens' bill for rig furnished to police constable at Neepawa arrest Belford .....		5 00
	To Lloyd's bill in <i>re</i> McFadden .....		27 00
	To McRae's bill livery hire driving magistrate to homes of ill voters .....		14 00
	To G. G. Hall's bill in <i>re</i> Fred. Brown .....		3 00
	To J. G. Rutherford's bill printing subpoenas in <i>re</i> Brown. " " in <i>re</i> Clarke .....		3 00
	H. Garrioch, provincial constable, services rendered in <i>re</i> Brown .....		13 30
	To paid Fred. L. Davis, assisting at prosecutions <i>re</i> Hamilton, Renwick and McFadden (off \$14.25) .....		30 00
	To paid Mrs. J. Ritchie, Neepawa, livery bill .....		7 00
	To 3 days at adjourned assizes at Portage la Prairie, at \$40 per day .....	120 00	
	Hotel expenses .....		8 50
		1,327 50	497 60
		497 60	
		1,825 10	
	Off. ....	14 25	
		1,810 85	
	By received from Archibald & Howell .....	150 00	
		1,660 85	
		482 50	
		<u>\$1,178 35</u>	

Correct,

H. M. HOWELL.

# Public Accounts Committee.

(Exhibit K.)

Dominion Government in account with Thomas L. Metcalfe :

*Re* MACDONALD.

1896.

Dec. 22.	To 2½ days, Carberry and return, when six arrests made (Waller, Clarke, Anderson, James Waller, Finklestein and Brooks), and stopping off at Portage la Prairie <i>re</i> Brown and Mawhinney, at \$20 per day.....	50 00	
	Expenses to and from .....		\$ 8 90
	Hotel .....		3 00
" 28.	Telegrams .....		1 00
	1½ day, Carberry and return on above case, at \$20 per day .....	30 00	
	Expenses to and from .....		8 90
	Hotel .....		2 25
	Telegram .....		0 50

1897.

Jan. 3.	Six days at Carberry on all the above cases.....	120 00	
	Expenses to and from .....		11 90
	Paid printing .....		4 00
	Telegrams .....		1 00
	Hotel .....		9 00
" 10.	4½ days at Carberry on above cases, at \$20 per day .....	90 00	
	Expenses to and from .....		8 90
	Telegrams .....		2 60
	Hotel .....		7 50
	Paid Duncan and McFarlane, witness expenses.....		7 00
" 21.	1½ days at Carberry .....	30 00	
	Expenses to and from .....		8 90
	Telegrams .....		0 50
	Paid Dickson witness fees .....		9 40
	Hotel .....		2 25
" 25.	Paid telegrams .....		3 30
Jan. 26.	Telegram .....		0 65
" 28.	1½ days at Carberry .....	30 00	
	Paid sundry witness expenses .....		9 00
	Paid Hume .....		30 60
	Telegram .....		0 50
	Expenses to and from .....		8 90
	Hotel .....		2 25
Feb. 4.	1½ days at Carberry .....	30 00	
	Expenses to and from .....		8 90
	Hotel .....		2 25
" 13.	1½ days at Carberry, when Finklestein, the last of the accused, committed for trial .....	30 00	
	Expenses to and from .....		8 90
Mar. 1.	Preparing subpoenas and indictments in the Clarke, Henry Waller and Finklestein cases, four indictments in the Anderson case, two in the Waller case, and two in the Clarke case, paid copies of evidence in the Clarke case..		9 25
	Paid copies of evidence in Anderson case .....		5 75
	Evidence in Waller case .....		2 00
" 9.	Six days at the Portage assize on the Mawhinney, Anderson, Clarke and Waller cases, at \$30 per day .....	180 00	
	Paid McCaskill, \$30, expenses of bringing witnesses from Arizona to Carberry on Anderson case.....		30 00

Paid hotel expenses . . . . .	10 00
Expenses to and from . . . . .	4 05
	<hr/>
	\$590 00 \$233 75
	233 75
	<hr/>
	\$823 75

The above bill includes all fees for consultations, time given to the cases when not away from home, drawing subpoenas, indictments, letters, attendances, &c.

Correct,

H. M. HOWELL.

(Exhibit L.)

Department of Justice in account with Richards & Bradshaw: *Re*  
ELECTION PROSECUTIONS.

1896.	
Dec. 29.	Attending at police court, Winnipeg, arranging to have case (Herriman case) remanded to McGregor for trial, and getting new recognizances entered into for his appearance there. . . . . \$ 10 00
“ 30.	Fee attending at McGregor 1½ days, going into question of witnesses to be subpoenaed, drawing seventy-five subpoenas and arranging for service thereof. . . . . 60 00
1897.	
Jan.	Fee attending at McGregor from 4th to 10th January, five days, taking evidence of fifty-six witnesses and arranging for subpoenaing eighty further witnesses, drawing subpoenas, &c. . . . . 200 00
“	Fee attending at McGregor from 13th to 16th January, three days, taking further evidence. . . . . 120 00
“ 23.	Attending at the police court, Winnipeg, case adjourned for one week, and getting bail renewed. . . . . 10 00
Jan. 30.	Attending forenoon at police court, Winnipeg, case remanded till afternoon to take the evidence of William Rutherford, a deaf mute in deaf and dumb institute. . . . . 5 00
	One hour attending on William Richardson and the principal of deaf and dumb institute, going over his evidence, and two hours in afternoon at police court taking his evidence. . . . . 20 00
	Fee preparing papers for application to Court of Queen's Bench for subpoenas to witnesses in Ontario, and attending court on motion for order. . . . . 10 00
	Paid disbursements on order answering three subpoenas. . . . . 3 10
Feb. 6.	Fee attending police court, Winnipeg, case remanded to Adam Smith's house, north of Bagot, to take the evidence of Smith who had just returned from Ontario, but who was too ill to attend in Winnipeg. . . . . 5 00
“ 7.	Fee attending at Smith's place and taking his evidence, case remanded to police court, Winnipeg, for 13th February. . . . . 40 00
“ 13.	Fee attending at police court, Winnipeg, hearing of case concluded. . . . . 25 00
	Paid telegrams to and from witnesses in Ontario and outside points in Manitoba to magistrates, bailiffs, &c., and postage (including \$5.25 paid to William Cairns.) . . . . . 17 07

## Public Accounts Committee.

Paid travelling and other expenses of three trips to McGregor, and one trip to Bagot, including amounts disbursed for witness fees and expense of witnesses coming from outside points, &c. . . . .	76 80
Paid expenses of Herriman and his counsel of special trip to Bagot to take the evidence of Adam Smith, including fee to Herriman's counsel of \$25 as per agreement to get it adjourned. . . . .	40 60
Paid costs of livery at McGregor and Bagot, driving out in the country to take the evidence of invalid witnesses who were unable to attend the court. . . . .	8 00
Paid costs of three witnesses coming from Ontario and returning them. . . . .	190 00
Paid costs of W. Richardson coming from Portage la Prairie	5 50
Paid bailiffs at McGregor costs of the serving subpoenas and attending at court. . . . .	55 75
Paid agents' fees at Portage la Prairie attending on several witnesses there, and subsequently getting subpoenas served there and getting witnesses living in the Elm River district. . . . .	8 25
Paid clerk of court. . . . .	13 50
Paid rent of hall at McGregor. . . . .	15 00
Paid to William Cairns to pay witnesses living in polling district 24 \$1 each, for expenses of attending at McGregor to give evidence. . . . .	115 00
	505 00
	549 22
	1,054 22
Taxed off Winnipeg fees and attendance. . . . .	25 00
	\$1,029 22

The above charges include various consultations, clerical work, preparing summons to witnesses, correspondence, &c., &c.

(*Exhibit M.*)

No.  $\frac{6}{11}$  061066.

OTTAWA, ONT., July 2nd, 1897.

The Bank of British North America, incorporated by Royal Charter.

Pay Bank of British North America or order, Five hundred and forty-one  $\frac{15}{100}$  dollars.

\$541.15.

Perdue's draft.

CLIFFORD SIFTON.

Bank of British North America, Paid July 2, 1897, Ottawa.

No. 819.

Due 30th June,  
WINNIPEG, MAN., 27th March, 1897.

Three months after date pay to the order of myself, \$541  $\frac{15}{100}$ . Five hundred and forty-one  $\frac{15}{100}$  dollars and charge to account of.

W. E. PERDUE.

To Hon. CLIFFORD SIFTON,  
Ottawa, Ont.

Accepted payable at the Bank of B. N. America, Ottawa.

CLIFFORD SIFTON.

Bank of British North America.

Paid, July 2, 1897, Ottawa.

(*Endorsement.*)

Pay to the order of Perdue & Robinson.

W. E. PERDUE.

Pay to the Canadian Bank of Commerce or order.

PERDUE & ROBINSON.

For collection on account of the Canadian Bank of Commerce, Winnipeg.

F. H. MATHEWSON, *Manager.*

The Canadian Bank of Commerce, June 30, 1897, Ottawa.

R. GILL, *Manager.*

*pr B.*

Mr. Perdue's bill for fees and disbursements, ballot box cases, amount to \$541.15 and is correct.

H. M. HOWELL.

(*Exhibit N.*)

No.  $\frac{6}{11}$  061067—819.

OTTAWA, ONT., July 2nd, 1897.

The Bank of British North America, incorporated by Royal Charter.

Pay Bank of British North America or order, Six thousand four hundred and twenty-three  $\frac{26}{100}$  dollars (Cameron draft.)

CLIFFORD SIFTON.

\$6,423  $\frac{26}{100}$ .

Cameron & Howell draft.

Bank of British North America.

Paid July 2, 1897, Ottawa.

819.

Due 30th June.

WINNIPEG, 27th March, 1897.

Imperial  
Bank of  
Canada,  
Head Office,  
Toronto.

Three months after date, pay to the order of Imperial Bank of Canada, Sixty-four hundred and twenty-three  $\frac{26}{100}$  dollars, \$6,423  $\frac{26}{100}$ , value received, and charge to account of

J. D. CAMERON,  
H. M. HOWELL.

To Hon. C. SIFTON, Ottawa.

Good for two days only from 30th June, 1897. Bank B. N. America.

Bank of British North America, paid July 2, 1897, Ottawa. Imperial Bank of Canada, D. R., 1479. Winnipeg, Man., 5263.

## Public Accounts Committee.

(*Endorsement.*)

Pay to the order of Bank of Montreal, for Imperial Bank of Canada, Winnipeg.  
C. S. HOARE, *Manager.*

Bank of Montreal, Ottawa.

W. J. ANDERSON, *Manager.*

For deposit only to credit of Bank of Montreal, Ottawa, 30 June, 1897.

(*Exhibit O.*)

2-62 Exch.

Due Aug. 21st.

OTTAWA, June 18, 1897.

\$2,093.75.—\$2,096.37.

Two months after date pay to the order of the Bank of British North America the sum of Two thousand and ninety three  $\frac{75}{100}$  dollars and exchange, value received and charge to account of

To H. M. HOWELL, Esq.,  
Winnipeg, Man.

CLIFFORD SIFTON.

The Bank of British North America, Paid up Capital £1,000,000 Stg. Incorporated by Royal Charter.

June 25, 1897, Accepted.

H. M. HOWELL.

Presented and protested for non-payment the 21st day of August, A.D. 1897, by me. (Ottawa, R. B. 48).  
NOTARY PUBLIC.

(*Exhibit P.*)

No. 1042.35.

Due Aug., 22nd.

Imperial  
Bank of  
Canada,  
Head Office  
Toronto.

Winnipeg, June 19, 1897.  
Two months after date pay to the order of the Imperial Bank of Canada at Winnipeg; one thousand and twenty-seven  $\frac{17}{100}$  Dollars, \$1,027, value received and charge to account of,

J. D. CAMERON.

To Hon. CLIFFORD SIFTON, Ottawa Ont.

(*Endorsement.*)

J. D. Cameron, \$1027. June 19, 1897, pay to order of Bank of Montreal, for Imperial Bank of Canada Winnipeg.

C. S. HOARE,  
*Manager.*

Paid June 16, 1897. Imperial Bank of Canada D.R., Winnipeg, Man.

(*Exhibit Q.*)

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH,  
Corner Sparks and Elgin Streets, December, 1897.

27. Collect.

RAT PORTAGE, ONT.

To the Auditor General of Canada,  
Ottawa.

The firm of Archibald & Howell received from the Hon. Clifford Sifton the sum of three thousand dollars on account of ballot box prosecutions last autumn.

H. M. HOWELL.



(Exhibit R.)

\$6,964.41

FINANCE DEPT., CANADA,

OTTAWA, 3rd July, 1897.

To the Bank of Montreal, Ottawa.

Pay to the order of Bank of British North America, Sixty-nine hundred and sixty-four dollars and forty-one cents.

Countersigned,

E. D. SUTHERLAND,  
For Auditor General.

C. W. TREADWELL,

For Deputy Minister of Finance.

(Exhibit S.)

Bank of British North America in account with Hon. C. Sifton, Dr.

Date.	—	Amount.	Date.	—	Amount.
1897.			1897.		
July 2 .....	To 61,066	\$ 541 15	July 3.....	By cash (deposited by Finance	\$6,964 41
	61,067	6,423 26		Department.	\$6,964 41
		\$6,964 41			

A. C. ROWE,  
*Accountant.*

W. E. PHILLPOTTS,  
*Manager.*

(Exhibit T.)

(Personal.)

The Honourable

Sir OLIVER MOWAT,  
Minister of Justice, Ottawa.

Enc.

OTTAWA, 22nd May, 1897.

MY DEAR SIR OLIVER,—I inclose you a letter from Mr. Howell, regarding the ballot box cases which explains itself.

Yours faithfully,

CLIFFORD SIFTON.

(Exhibit U.)

(Personal.)

The Honourable

Sir OLIVER MOWAT,  
Minister of Justice, Ottawa, Ont.

OTTAWA, May 8th, 1897.

DEAR SIR OLIVER,—I inclose you herewith letter from Messrs. Archibald & Howell, of Winnipeg, covering the detailed bill of costs of Messrs. Richards & Bradshaw for their fees in connection with the ballot box prosecutions.

Yours faithfully,

CLIFFORD SIFTON.

# Public Accounts Committee.

WINNIPEG, MANITOBA, 4th May, 1897.

The Honourable CLIFFORD SIFTON,  
Minister of the Interior,  
Ottawa, Ont.

DEAR SIR,—We inclose you herewith detailed bill of the costs of Richards & Bradshaw for their fees in the ballot box cases. The bill as rendered amounted to \$1,054.22; we have taxed off the sum of \$25, leaving the sum of \$1,029.22. For this sum they have drawn upon you. With the bill we inclose vouchers for their disbursements, which amount to the sum of \$549.22.

Enc.

Yours truly,

ARCHIBALD & HOWELL.

(*Exhibit V.*)

## Memo. of Disbursements, &c., &c.; Election Irregularities.

1896.			
June 26.	To paid A. Robinson.....	\$	10 00
July 6.	“ “ .....		25 00
“ 13.	“ A. Schumacher, P.N.D.A. ....		400 00
“ 18.	“ A. Robinson .....		25 00
“ 18.	“ L. Paschol.....		2 00
“ 20.	“ “ .....		4 00
“ 20.	“ A. Robinson.....		75 00
“ 22.	“ R. Robinson, P.N.D.A. ....		10 00
“ 23.	“ L. Paschol.....		5 00
“ 25.	“ “ .....		15 75
“ 28.	“ R. D. Fry.....		2 75
Aug. 6.	“ J. F. Ballantyne, P.N.D.A. ....		100 00
“ 6.	“ — Johnson.....		10 00
“ 7.	“ A. Robinson.....		30 00
“ 15.	“ “ .....		30 00
“ 16.	“ Expenses Carberry, H.M.H. ....		15 65
“ 19.	“ A. Oakes, P.N.D.A. ....		100 00
“ 26.	“ J. F. Ballantyne.....		50 00
Sept. 2.	“ Expenses Regina, H.M.H. ....		15 00
“ 2.	“ A. Oakes, P.N.D.A. ....		20 00
“ 3.	“ A. Robinson.....		15 00
“ 16.	“ Pinkerton Co., Balce.....		1,098 64
“ 12.	“ J. A. Freeborn.....		160 00
“ 17.	“ R. Paul.....		50 00
Oct. 24.	“ for evidence, confession. ....		350 00
“ 24.	“ Pinkerton, Martin acct.....		251 40
Dec. 18.	“ J. A. Freeborn.....		25 00
“ 21.	“ Paul Kane.....		150 00
			3,005 19
	Credit.		
Oct. 23.	By cash.....		3,000 00
	Balance.....		5 19

ARCHIBALD & HOWELL,  
Winnipeg.

(Exhibit X.)

## THE ACTUAL FACTS.

Mr. Colin Campbell, Q.C., made the proposition to drop the prosecutions.

"If it had not been for its (the *Free Press*) protest it is quite possible the present prosecution would have been dropped with the settlement of the Macdonald case."

The above appeared in the evening edition of the *Free Press* Monday night. Apart from the superlative impudence and assurance of such a statement, there is the more serious side. The *Free Press* has so persistently and shamelessly misrepresented the Department of Justice in connection with the prosecutions, no doubt inspired by its political friends, that it becomes necessary in self-defence to make a plain, frank statement about the matter. The decision to prosecute the deputy returning officers in Macdonald whose offence was accentuated by the fact that they were officers of the law, was reached weeks before Mr. Cameron became Attorney General, and was reached after the most careful consideration and investigation, and after law officers had been engaged for weeks in working up the evidence. The question of instituting proceedings had also been submitted to the authorities at Ottawa and approved by those authorities, so that there was nothing hasty or premature about the action. Mr. Cameron has been acting with the approval of Ottawa, because all authorities of justice who were consulted in the matter before action was taken, agreed that the crimes committed were of entirely too grave a character to be overlooked.

The Department of Justice here never had any intention of dropping the prosecutions than it had of promoting the appointment of Charlie Chamberlain as a judge. The suggestion that they should be dropped came from the Conservatives. Shortly after the prosecutions were instituted, Mr. Colin H. Campbell, Q.C., acting on behalf of Mr. Boyd, approached either the Attorney General direct or his advisers, and in cold blood made the proposition that if all prosecutions would be dropped, his client, Mr. Boyd, would at once vacate his seat. The proposal was of course indignantly repudiated, as of course it had to be if the Department of Justice hoped to preserve a semblance of respect or dignity. That is the truth, the simple truth, and the whole truth, and it is every atom there is to the oft-repeated lie of the *Free Press* that the prosecutions were to be dropped.—(*Winnipeg Daily Tribune, 19th January, 1897.*)

(Exhibit Y.)

(Confidential.)

WINNIPEG, July, 17, 1896.

Honourable WILFRID LAURIER,  
Ottawa, Ont.

DEAR MR. LAURIER,—The result of the late elections in some of the constituencies in Manitoba indicated to me that a fraud of some kind had been perpetrated in the interest of the government candidates. I at once placed skilled detectives at work, and have now in my possession conclusive evidence of an organized system of tampering with ballots which constitutes the most colossal crime against honest elections which I have ever had any knowledge of. I now know that two constituencies were secured by means of these practices. I think it can be proved eventually that others were secured in the same way. I am also in a position to say that there are strong indications that the same practices prevailed in Ontario. As I have said above, detectives are now at work, and my purpose is to promptly but secretly push the inquiry and secure evidence upon which to convict the guilty parties.

It is also important that no means be left untried to unearth these frauds in the province of Ontario and punish every one guilty of complicity. The bearer will explain the matter somewhat in detail.

## Public Accounts Committee.

The expense of such an investigation here is altogether beyond the financial competency of my department, although I have assumed the responsibility of inaugurating the work and carrying it on so far, from my conviction of its far-reaching importance. I now think, after careful consideration, that it is the plain duty of your government to furnish the necessary funds for the service in order to carry on this work here, and to take the matter in hand in Ontario yourselves. I therefore request that the expense of conducting these inquiries and prosecutions should be borne by the Federal Government. The money will be fully accounted for in detail by me as the officer having charge of the administration of justice in this province. I have spent a considerable portion of my time since the elections in connection with this matter, and I cannot conceive of any more urgent public duty resting upon you as Premier of the Dominion, than to leave no stone unturned to expose these frauds and punish the perpetrators. You must be aware that representative government and vote by ballot are simply a farce if such practices are permitted. In view of what I know I am almost surprised that any Liberal was returned in a close constituency.

I cannot impress upon you too strongly the necessity of an immediate and favourable reply.

Yours faithfully,

CLIFFORD SIFTON.

(*Exhibit Z.*)

24th July, 1896.

The Hon. CLIFFORD SIFTON, Winnipeg, Man.

I feel confident that you will unearth the most odious conspiracy which has taken place for many long years, and we will most willingly furnish the necessary funds for the service in order to carry on the work in which you are engaged.

WILFRID LAURIER.

## APPENDIX No. 2f.

COMMITTEE ROOM,

OTTAWA, FRIDAY, 3rd June, 1898.

The Select Standing Committee on Public Accounts beg leave to present as their Tenth Report the report of their sub-committee, which they appointed to examine into all differences, including the Treasury Board over-rulings shown by the report of the Auditor General for the year ended 30th June, 1897, to have arisen between the departments and the Audit Office.

## REPORT OF THE SUB-COMMITTEE.

The sub-committee appointed on the 29th day of April last "to examine all the differences, including the Treasury Board overrulings which the year's report shows to have arisen between the departments and the Audit Office, with authority to report its findings and recommendations to the Public Accounts Committee," beg to report:—

That owing to the late period of the session at which this sub-committee was appointed, and to the amount of business before your committee and other committees of the House upon which various members of this committee were desirous of attending, it has been found impracticable to secure satisfactory meetings of the sub-committee, and there seems no prospect of your sub-committee being able in the time remaining before the close of the session, to give proper attention to the important matters referred to them.

Therefore your sub-committee respectfully suggest that the matter be laid over to the next session of Parliament, and recommend that at an early day in the ensuing session of Parliament the subject be again taken up and a sub-committee appointed to consider it.

All which is respectfully submitted.

JAS. McMULLEN,  
*Chairman.*

APPENDIX No. 2*g*.

COMMITTEE ROOM,

WEDNESDAY, 8th June, 1898.

The Select Standing Committee on Public Accounts beg leave to present the following as their Eleventh Report:—

Your Committee have had under consideration certain correspondence had between the Auditor General and the Deputy Minister of the Interior and the Secretary of the Treasury Board, and also a letter of Sir Oliver Mowat, Minister of Justice, all set forth under the heading "Interior Department: Grant to Lake St. John Railway Company, without previous agreement," on pages li to lviii, both inclusive, of the report of the Auditor General for the year ended 30th June, 1897; and in connection therewith have examined witnesses under oath, and for the information of the House report herewith the evidence given by such witnesses and one exhibit filed during the said examination, and your Committee recommend that the said evidence and exhibit be printed.

All which is respectfully submitted.

JAS. McMULLEN,

*Chairman.*MINUTES OF EVIDENCE REFERRED TO IN THE ELEVENTH REPORT  
OF THE PUBLIC ACCOUNTS COMMITTEE.

HOUSE OF COMMONS,

COMMITTEE ROOM, THURSDAY, April 28th, 1898.

Committee met.—Mr. McMullen in the Chair.

The CHAIRMAN.—We have before us Mr Taylor's motion in regard to the payment of \$8,000 to the Quebec and Lake St. John Railway, which it was agreed we were to deal with at this meeting. Is it the pleasure of the committee that we go on with this matter?

Mr. FOSTER.—I would suggest to Mr. Taylor that as a resolution has been passed to have a committee to deal with the overrulings he might leave this resolution over till we have had a report from this sub-committee.

The MINISTER OF FINANCE.—Why not go into it now that we are here and find out what is in it? Let us get to the bottom of it here.

Mr. FOSTER.—I have asked for the papers and I propose to go into it and produce evidence.

The MINISTER OF FINANCE.—But Mr. Foster is well aware that this was made the first order, and the Minister of the Interior came here this morning to give evidence.

The CHAIRMAN.—An order of the House was obtained for the reference of these papers to the committee and they are formally before the committee for investigation, and you cannot refer them to the sub-committee without a resolution, and it is my opinion they will have to be investigated as the order of the House is here. Mr. Taylor's resolution is as follows:—

"Resolved, That in the opinion of this committee the Auditor General is to be supported in his contention that the sum of \$8,000, paid to the Lake St. John Railway out of the general vote for immigration purposes, should not have been made, but was

made solely on account of his having been overruled by the Treasury Board, although after the payment was made the Minister of Justice gave it as his opinion that the Government could construe the law to cover this case; and that in future, if such a case should arise, he be authorized not to make any such payment until after it had been submitted to Parliament."

Sir LOUIS DAVIES.—I would just like to call attention to the very irregular manner in which we are proceeding here. Here is a gentleman, Mr. Taylor, who may be an excellent authority on many questions but is not considered an authority on law or on constitutional law and he asks a committee of laymen to override the decision of the Department of Justice. Here is a case where a disagreement occurs between the Auditor General and a department and it goes to the Department of Justice. The Department of Justice always have decided in the case of a vote made by the House whether the expenditure is within the vote or not. The Minister of Justice has decided it here. I say that this resolution should not be passed, because it does not give a correct report of the facts. The Minister gave it as his opinion explicitly that the Government might expend this money as they think best, that is the opinion of the Minister of Justice. That is the law by which the government is bound and by it the Auditor General is bound.

The AUDITOR GENERAL (Mr. McDougall).—Oh, no, I beg pardon.

The MINISTER OF MARINE AND FISHERIES.—The Auditor General is no more superior to the law than the Minister of the Interior, and the sooner he and the members of this committee understand that they must keep within the law the better. The House votes a sum of money. The question very properly arises, is this within the law? The Auditor General says one thing, the department says another. It is left to the Minister of Justice to decide. The Minister decides the expenditure is within the law. The question then becomes one for the government as to policy. As to policy it may scarcely be examined by this committee and they can do as they think best, but I for one would object to a court of appeal of laymen to decide whether the Minister of Justice decides correctly or not. I have no hesitation in saying here when a matter is referred to the Department of Justice and it overrules the Auditor General, he is just as much bound as I am, as Minister of Marine and Fisheries, because the Auditor General cannot be allowed to be superior to the law of the land and there must be some one to decide what the law of the land is and the Ministers must stand by the Minister of Justice, even though they do not agree with him. He may be right or he may be wrong and we must be bound by his decision, and so must the Auditor General. It would be absolutely intolerable if we were to have an Auditor General who decided whether the Minister of Justice was right or not.

Mr. TAYLOR.—The arguments would perhaps be right if Sir Louis took the facts of the case. The facts are that the Auditor General paid this amount long before the Minister of Justice gave his opinion.

Mr. FOSTER.—The Auditor General?

Mr. TAYLOR.—The department. Long before the opinion of the Minister of Justice was obtained the money was paid. If you read the report you will see that.

Sir LOUIS DAVIES.—It was decided that the government could expend this money in the manner they thought best.

Mr. TAYLOR.—No one objects to that opinion. The department was authorized to spend a certain amount for immigration, but here are a lot of old accounts trumped up and paid out of this vote.

Sir LOUIS DAVIES.—No.

Mr. TAYLOR.—Their claim was for moving people over their railway from one part of the country to another for several years. They claim for that and it was paid.

Sir LOUIS DAVIES.—Not at all.

Mr. TAYLOR.—These are the facts. Parliament was in session at that time and why was Parliament not asked to do it?

Sir LOUIS DAVIES.—Why do you not bring your witnesses to prove this?

Mr. FOSTER.—That is just what I was saying. What is the use of going over all that now? We are not going to pass a judgment here to-day before you allow a gentleman to get his papers and witnesses to prove the facts.

## Public Accounts Committee.

Mr. FIELDING.—It would have been all right to advance that argument when that resolution was moved, but it was discussed here and Mr. Taylor made impressions on this committee so far as he could make them. He said, here are the facts.

Mr. FOSTER.—It cannot be possible that the facts are all here because the committee passed a resolution to enable us to get other facts. There may have been enough in it to influence Mr. Taylor's mind, but the committee think they should go further than that, and the Auditor General's report, and applied for all papers in the case to be brought down, and when they are brought down I propose to make an investigation into it.

Mr. FIELDING.—What if Mr. Taylor presses his motion? You could not do it then.

Mr. FOSTER.—If Mr. Taylor presses his motion to-day we will have to vote on it. The only thing I suggested was that Mr. Taylor should defer his motion.

Mr. SIFTON.—Here is the resolution.

*(This resolution is printed on page 1 of the evidence.)*

That is totally unintelligible: it does not attack the policy of the Government in doing this, but seeks in a roundabout way to lay down a rule for the Government in future. If that resolution is passed no Treasury Board or Minister of Justice could tell what it meant. It seeks to say "that in future if such a case should arise, he be authorized not to make any such payment until after it had been submitted to Parliament." That means that if Parliament votes money, and if the Minister of Justice decides that it is applicable to a certain expenditure and the Government decides to spend it in pursuance of this resolution, the Auditor General could refuse to let it be carried out. In so far as the Government are concerned they are perfectly willing to be answerable to Parliament for the policy of the expenditure of the money they have expended. It is a fair, proper, and legitimate question for the committee possibly, and certainly for Parliament to inquire whether this was a proper expenditure to be made in the interest of the country. It is quite a different question whether the expenditure was illegally made and, as Sir Louis Davies says, it is not competent for this committee to say. What I want to make clear is that in the first place the meaning of this resolution cannot be made out. There are two divisions of the subject, one as to the payment of the money, as to which the Minister of Justice is conclusive, and the second the policy of the payment, as to which the Government is perfectly ready to answer. If this committee desires to alter the method of payment of public money it cannot be done in this way. It can only be done by bringing in an amendment to the Revenue and Audit Act.

The AUDITOR GENERAL.—I would like to explain what Sir Louis Davies and I take different views of, and explain what I conceive to be the line of procedure. I have no right to shield myself behind the opinion of the Minister of Justice, though he is a distinguished lawyer and I am not. Under the Audit Act, I have to say whether in my opinion a certain payment is a proper payment or not, unless there is an appeal to the Treasury Board. If there is the Treasury Board can get the opinion of the Minister of Justice, but the Treasury Board is not bound to follow him. They can either sustain me or overrule me. I have no right to an opinion from the Minister of Justice, but I have the right to get an independent legal opinion.

The MINISTER OF THE INTERIOR.—Nobody in this committee has a higher respect for the Auditor General than I have, but I submit that my friend the Auditor General is confusing a question of policy and a question of law. The two things are distinct. The Minister of Justice says that the Government were within their powers, that Parliament had authorized the Government to spend a certain sum of money, and that authorization permitted the Government legally to pass that Order in Council and make the payment of money in pursuance of that. That is a question of law, but as to whether the Government was following a wise policy is another question, and surely the Auditor General will not contend that he is the person to say as to that.

The AUDITOR GENERAL.—What I say is that I was bound under the law to form my own opinion, and I formed my own opinion.



The MINISTER OF PUBLIC WORKS.—As to the payment?

The AUDITOR GENERAL.—As to the payment. The Minister of Justice forms his opinion in a different way. I have no right to give up my opinion because the Minister of Justice has a different opinion. Ministers of Justice before this have told me: "Why come to me? You have no right to an opinion from me." But when it goes to the Treasury Board they ask the opinion of the Minister of Justice, and they have a right to follow it or not as they think best.

The MINISTER OF THE INTERIOR.—The Auditor General has proved what I say. He is liable to be overruled or not, and the Treasury Board will submit to the Minister of Justice. In the last resort the opinion of the Auditor General, however honestly formed, and even if correct—the Minister of Justice may be wrong and the Auditor General right—does not rule, but there must be some one to express a decision on points of law, and his decision as to legal questions must prevail. And while the Auditor may have his opinion on that, surely he has no authority to speak as to the policy of the Government.

Mr. TAYLOR.—If the Minister of Justice decides that an appropriation made by Parliament has a right to be used for certain purposes that would be all right, and that is the argument the legal gentlemen on the Government side are trying to impress on the committee as the point here. But that is not the case. On the 21st May, 1897, an Order in Council was passed under which this sum was paid, and to this I ask the attention of the Minister of Marine and Fisheries. Here is what the Auditor General says:

"I have a copy of the Order in Council of the 21st of May, sanctioning a grant of \$8,000 to the Lake St. John Railway Company on account of efforts made by that company within the last two years in opening up to colonization the vacant lands in the vicinity of the large district served by the railway."

This is for services that had been done with the Government or with any Government. The greater part of this work, if any work had been done, had been done at this time. Here is the motion that my hon. friend as a legal man criticises—and I was glad to see the Auditor General, who is a layman, knock the legal gentlemen endwise on this committee—

"In the opinion of this committee the Auditor General should be supported in his contention that the sum of \$8,000 paid to the Lake St. John Railway Company out of the general fund for immigration purposes should not have been made, but was made solely on account of his having been overruled by the Treasury Board, although after the payment was made the Minister of Justice gave it as his opinion that the Government could construe the law to cover the case, and that in future if such a case should arise, he be authorized not to make any such payment until after it had been submitted to Parliament."

That is the resolution, and I may say here while I am on my feet, that as we are going to have a further investigation when these papers come down that I will, with your permission, withdraw this motion and let the whole matter be opened up, because we will have the full evidence as to the nonsense or sense of the resolution. Let any person of this committee take the correspondence that is here between the Auditor General and the Minister of the Interior and find the dates on which the circumstances occurred, the date when the Minister of Justice was appealed to, and he will say that this is well founded.

It is plain and simple that the \$8,000 was for work done two or three years ago and it should not have been paid when Parliament was in session at the time. The policy is for a vote of the House placing it in the hands of the Government to do certain work with it. There was an election down in Quebec about that time and the Government thought that they would make this payment to the railway company.

Mr. FIELDING.—That is the old way. What is the use of speaking in this way.

Mr. TAYLOR.—But there is the fact, that \$8,000 was paid by the Treasury Board and the Minister of Justice was not asked an opinion until afterwards. Then he said that in his opinion the Government could take the money to promote immigration. "It was made solely on account of his having been overruled by the Treasury Board." The

## Public Accounts Committee.

Auditor General says that. The Minister of Justice gave it as his opinion that the Government could construe the law to cover the case. No legal gentleman in the House not as prejudiced as my friend here (Mr. Sifton) will read Sir Oliver Mowat's opinion without saying that it is the most wishy washy opinion ever given and that it was given simply for the purpose of white-washing the Government. Then the resolution says:—"In future if such a case should arise, he be not authorized to make such payment until it had been submitted to Parliament." If the Government should call upon him to pay an old account it should be brought up in the House.

Sir LOUIS DAVIES.—I feel deeply sorry for Sir Oliver Mowat to-day because after the decision, the determination come to by Mr. Taylor, his legal reputation has been very much injured. I propose to read his opinion given on the 9th of November upon a reference contained in a letter of the Treasury Board of the 5th, with respect to a proposed payment of \$8,000 to the Lake St. John Railway.

Mr. TAYLOR.—But it had been paid.

Sir LOUIS DAVIES.—The opinion is as follows:—

"An Order in Council of 21st May last, authorized the payment to the Quebec and Lake St. John Railway Company of \$8,000, in order to further encourage the operations of the company in the promotion of immigration, which the Order in Council recites had in the past proved of great value; and by an Order in Council of the 15th July it was provided that this payment should be made a charge upon the vote for general immigration purposes.

Upon the passing of the latter Order in Council a cheque (*Exhibit A*) for the amount of the grant was issued against the vote referred to

The Auditor General previously to such cheque being issued had pointed out what he conceived to be objections to the proposed payment and, at his suggestion, the matter was referred to the Treasury Board.

Under these circumstances you ask for my opinion, as Attorney General, under section 32 (a) of the Consolidated Revenue and Audit Act, as to whether there is, or is not, parliamentary authority for the proposed payment.

The Auditor General states his objection in his letter to you of the 4th ultimo, as follows:—

'1. There was no legal obligation because the Government never authorized the expenditure before it was made, was never even applied to for authorization, or notified that the expenditure was about to be made.

'2. There was no moral obligation. The company could have no reason to expect that it would be reimbursed any portion of the outlay, because the expenditure was made with the expectation that the benefit to the company's business would repay the outlay.'

The sole question with which I have to deal in this report is the question of law, whether under the section of The Consolidated Revenue and Audit Act above referred to, there is "Parliamentary authority" for the payment.

The "Parliamentary authority" is the vote for "Immigration expenses."

I think that the Government may expend this vote for "Immigration expenses" in such manner as they may think best adapted to promote immigration. A.G. Report lvii.

That was the opinion laid down. I am sorry that Mr. Taylor differs from it, and I am sure Sir Oliver would feel it keenly, if made aware of the fact. But what I rose to point out to Mr. McDougall was this, that there must be in the administration of the Government some supreme tribunal, who will have control over him in legal matters as well as over the Ministers.

Mr. McDOUGALL.—I agree as to that.

Sir LOUIS DAVIES.—Sometimes matters have come up, which I have referred to the Attorney General for his opinion. He has given it, and I have disagreed with him, but I was bound by his opinion, and the Auditor General may as well understand that he is bound and must be bound in the same way.

Mr. McDOUGALL.—I understand that.

Sir LOUIS DAVIES.—I will enter my solemn protest against the Auditor General attempting to usurp a position superior to the Minister of Justice as far as legal things are concerned.

Mr. FOSTER.—Has any such claim been made?

Mr. MCDUGALL.—I decline to be bound by the Minister of Justice because he has nothing to do with me. I am bound by the Treasury Board because it has a legal right to overrule me.

Sir LOUIS DAVIES.—The Treasury Board does not give weight to our objections until the opinion of the Minister of Justice has been obtained. If any judgment arises when the Treasury Board determines to overrule the Auditor General that will be dealt with on its merits. The Auditor General says "I challenge the policy of it." I respectfully submit to the Auditor General that if he is going to occupy that position that the Government had better resign. So far as the legality of the vote is concerned the Treasury Board rode over the opinion of the Auditor General acting on the legal opinion of the Minister of Justice, and so far as the policy is concerned the Treasury Board and the Government are alone concerned, and I as one of them, challenge the right of the Auditor General to determine it himself in the face of the policy of the Government for the time being, and if he takes that position and occupies it, why, the wheels of government will cease to work. It is not right that this kind of contest should go on continually.

Mr. POPE.—You used to say it was all right.

Sir LOUIS DAVIES.—No; I never said that.

Mr. FOSTER.—What right has the Auditor General?

Sir LOUIS DAVIES.—He has the right to challenge.

Mr. FOSTER.—That is what he has done here. The Auditor General is bound to make up his opinion on the matter; he makes his objection, it goes to the Treasury Board, and he has to put before the Treasury Board his objections. He must be free to frame his reasons. His reasons in this case were that there was no legal obligation, and he thought there was no moral obligation so far as the facts were before him. Is any one to say that he was not free to express his reasons? If the Government use a vote in a certain way, and the Auditor General thinks they have no right there is a generic difference in policy between the Auditor General and the government. The Auditor General has no right to come up and question the tariff policy of the Government, and say "you should give free trade," but as to the expenditure of money the Auditor General has to give his opinion. You may say it was a question of policy, but the Auditor General would be recreant if he did not give his opinion.

The MINISTER OF MARINE AND FISHERIES.—If the Auditor is to be above the Government, if it is his opinion that the Government had no moral obligations to make this payment, and he is to override the Government the sooner it is known the better and Parliament will take care to alter that.

Mr. FOSTER.—Let me put one more question and you can answer the whole thing at once. You are not bound by the Auditor General. The Auditor General is bound by the terms of the act which makes him Auditor General to proceed a certain distance, and so far you are bound by him as to the payment of a certain sum; he can go so far as to defer and deny payment. Then you have a remedy, which is to go to the Treasury Board and have him overruled, and then the Auditor General will have no more to do with it.

The AUDITOR GENERAL.—That is what I say.

Mr. FOSTER.—Can you find that the Auditor General has raised any question of policy? He had to have a reasonable objection and it went before the Treasury Board. They say the Auditor General has no right to object to payment, and the Auditor General overrules no longer. The government then carries out its policy under the powers given by the Treasury Board, and there is no longer any trouble. There is a difference of opinion, because where the Auditor General is following up his duty and says a payment should not be made he is bound to abide by that, but when it goes to the Treasury Board he has no further objection to urge against the government.

The MINISTER OF MARINE AND FISHERIES.—Mr. Foster has not put his other question and is trying to get away from the position. No one objects to the initial steps taken

## Public Accounts Committee.

by the Auditor General. If he thinks a certain vote cannot be applied to a certain payment, it goes to the Treasury Board and from them to the Minister of Justice. If the Minister of Justice overrules the Auditor General he is bound by that. Mr. Foster says he is bound here. I know that, but I complain that with the legal objection he raised the question of moral obligation. Do you want him to be constituted a moral supervisor of the Government? Has he a right to say whether this money is morally to be paid? Is that his duty? I submit, and we may as well have it out, that the Auditor General went beyond his power altogether. When the Minister of Justice overruled him the question was ended, and now it is brought up before Parliament to ascertain whether the Auditor General, in stating that there was no moral obligation, was right. Is that what he is for? He says "there was no moral obligation" to pay this money. Where did he get the right to say that? That is for the Government to determine, and the Government is answerable to Parliament. Let us have it out now whether the Auditor General is greater than the Government or not. We have in this book, filled up so big that we can hardly carry it—

Mr. TAYLOR.—When you were on the other side it was all right.

The MINISTER OF MARINE AND FISHERIES.—Yes, so far as the reports of expenditure go, but not if it is filled up with statements as to moral obligations when the Government clearly have the legal right to make the payments.

The CHAIRMAN.—This matter has to come before the committee in another shape, and I do not see any use in discussing it further at present.

Mr. HUGHES.—That is a point I was just about to raise. This question has to come before the committee in a proper shape. Mr. Foster has given notice that he will call witnesses, and if it is to be discussed we can do it better after we have heard evidence, but to my mind the question should be discussed in the House, and therefore the whole thing is time wasted here.

Mr. TAYLOR.—Then, Mr. Chairman, I will withdraw the motion.

The committee gave the hon. member leave to withdraw his resolution.

HOUSE OF COMMONS,  
COMMITTEE ROOM, WEDNESDAY, May 18, 1898.

Committee met. Mr. McMullen in the Chair.

Mr. JAMES A. SMART, being called and sworn, testified as follows:—

*By Mr. Foster :*

Q. What is your position, Mr. Smart?—A. Deputy Minister of the Interior.

Q. How long have you been Deputy Minister?—A. Since the 1st of April, 1897.

Q. Are you conversant with the papers and matters in connection with this payment of \$8,000 to the Lake St. John Railway Company?—A. Yes.

Q. These papers have been under your charge?—A. Yes.

Q. And the payment and antecedent applications have passed through your hands?—A. Yes.

Q. I asked that all the papers be brought down but I find that they are not complete. For instance, I have a copy of a letter here, written by Sir Wilfrid Laurier on the 19th January, 1897, to J. G. Scott, Esq.: "Dear Mr. Scott,—With reference to the application of the Lake St. John Railway Company for an increased mail subsidy, the Council has carefully considered the memorial that you placed in my hands as well as in the hands of the Postmaster-General." I have not that application, it is in the department?—A. No.

*By Mr. Wood (Brockville) :*

Q. You say it is not in the department?—A. Not in the Interior Department, no.

Q. Did you search for it?—A. I went through all the papers and it is not there.

*By Mr. Foster :*

Mr. Laurier continues:—

"We came to the conclusion that an increased mail subsidy would not, under existing circumstances, be met with favour, but, considering the great efforts which the

company has made and is making to promote colonization in the Lake St. John region, we came to the further conclusion that the justice, of the case would be met if an extra allowance to the extent of eight thousand dollars (\$8,000) were given to the company. We have not, at this moment, the money available, but if the proposition is accepted by the Company, I am authorized to say that the grant will be made good and the money paid on the 1st July next. Let me know if this is satisfactory.

I have the honour to be, dear Mr. Scott,

Yours very sincerely,

WILFRID LAURIER.

So that the first application is intimately connected with the second, because the grant was based on the application as a whole. You will notice, and I want you to note this, Mr. Smart, that this was paid on the ground of the great efforts the company has made and is making to promote colonization in the Lake St. John region?—A. The application attached to that shows what they have done.

Q. I have a letter from Quebec from Mr. Scott to Mr. Sifton :—

QUEBEC AND LAKE ST. JOHN RAILWAY,  
QUEBEC, 7th April, 1897.

The Hon. CLIFFORD SIFTON,  
Minister of the Interior,  
Ottawa.

SIR,—I beg to inclose a copy of a letter and statements which have been submitted to the Honourable the Premier, showing the work which has been done by this company for immigration and colonization purposes, in connection with the settlement of the Lake St. John Valley. You will see from these statements that we have been very successful in getting new settlers into this country.

Have you these statements?—A. They are attached there, I think.

Q. The statement of the 5th of April is the statement referred to in this letter of the 7th?—A. I suppose so, yes.

Q. The letter continues,—

I understand it is the intention of the Government to devote a portion of the money formerly applied for immigration purposes to assist colonization societies in different parts of the country. I trust that we may have your sympathy and assistance in the good work which we are doing in this direction.

Your obedient servant,

J. G. SCOTT,

*Secretary.*

Did you have an appropriation available under that specific head for assisting colonization societies in different parts of the country?—A. We had the immigration appropriation.

Q. But no specific appropriation for colonization societies?—A. No. Evidently from Mr. Scott's letter he refers to an application made to the late Government and which they promise to favourably consider. I think in one of the letters he—

Q. This says nothing of the late Government?—A. But read on and you will see later on.

Q. This on the 5th of April is from Mr. Scott making an extended statement which I suppose is the statement referred to in his letter of the 7th of April, in which he writes to Sir Wilfrid Laurier :

QUEBEC AND LAKE ST. JOHN RAILWAY,  
QUEBEC, 5th April, 1897.

The Hon. WILFRID LAURIER,  
Premier, Ottawa.

DEAR SIR,—Referring to my letter of 1st asking to have the \$8,000 promised us for colonization purposes, placed in the estimates, I have now the pleasure to inclose

## Public Accounts Committee.

some statements of the work done by the company on behalf of colonization during the last few months, since we have been employing a colonization agent.

The reports of this agent—Mr. René Dupont—show that the number of *bona fide* new settlers transported to the Lake St. John district by the railway on free settlers tickets, from June, 1895, to December, 1896, has been—

From Canada . . . . .	1,029
New England States and Michigan and Wisconsin . . . . .	490
France . . . . .	105
Total . . . . .	1,624

We also issued a circular letter, as per copy annexed, to each clergyman in the province of Quebec, authorizing him to send two delegates from his parish to examine and report upon the Lake St. John territory and its advantages for settlers.

The inclosed statement shows that during the year 1896, the clergy of no fewer than seventy parishes availed themselves of this, and sent 125 delegates to Lake St. John, who came from every section of the province, some of them from distant points, and their reports are now doing a great deal of good in promoting settlement in Lake St. John, in preference to emigration to the United States.

In addition to this, we have distributed an immense amount of illustrated colonization literature, and Mr. Dupont has been constantly employed in giving lectures in all parts of the province and in the New England States, his lectures being illustrated by limelight views of agricultural scenes and new settlements in the Lake St. John district.

As will be seen, these efforts are already producing very beneficial results. The new townships, such as Normandin, Albanel, the Trappist settlement and Rivière a Pipe district, are being settled with wonderful rapidity, and the new settlers find ready employment in winter in the lumbering operations. The extent of these operations may be judged when I say that the estimated number of saw-logs made on the line of the railway during the past winter was 1,049,000, affording employment to about 4,000 men in the woods.

The directors feel sure that these very satisfactory results will convince you of the magnitude of this work, and of the importance of extending the Government aid for a period of years, so that the company may feel justified in employing more men in this good work, and in going to a larger expenditure in printing books and establishing agencies for colonization purposes so that the progress of settlement may be more rapid and on a larger scale.

From that statement you would infer, would you not, that Mr. Scott supposed that the money that was to be devoted to his work was to be specially voted and placed in the estimates?—A. That would evidently be the supposition.

Q. Then in the first letter that I read, the letter of Sir Wilfrid Laurier in which he says "that he has come to the conclusion that the justice of the case would be met if an extra allowance to the extent of \$8,000 were given to the company. We have not, at this moment, the money available, but if the proposition is accepted by the company, I am authorized to say that the grant will be made good and the money paid on the 1st of July next." What would be your impression with reference to that?—A. I think the impression was that the immigration vote would not stand an extra vote of \$8,000 and that it would have to wait over until the 1st of July to come within the next year.

Q. How are you satisfied that the Premier had that idea? Can you swear that you are satisfied the Premier had that idea?—A. The matter was discussed with the Minister and myself.

Q. Did he inform you that Sir Wilfrid Laurier was satisfied?—A. That is my impression at any rate.

Q. But certainly Mr. Scott's application was on the supposition of a special vote for colonization purposes?—A. I do not suppose Mr. Scott knew anything about a general vote or a special vote.

Q. This again occurs in a later part of Mr. Scott's letter, he says:—

"I would therefore respectfully suggest that legislation may be introduced during the present season to make the grant of \$8,000 annual for a period of twenty years, as was done in the case of the grant of \$80,000 per annum to each of the railways in the North-west Territories." Would that, in your opinion, indicate a special vote?

The question was objected to by Sir Louis Davies.

Q. Mr. Scott writes as follows:—"I will, therefore, respectfully suggest that legislation may be introduced during the present season to make the grant of \$8,000 annual for a period of 20 years, as was done in the case of the grant of \$80,000 per annum to each of the railways in the North-west Territories, (see Act 53 Vic. chap. 5)." Mr. Smart, in view of that statement is it your impression that such a grant should be taken out of the immigration vote?

Question objected to by Sir Louis Davies.

Q. Mr. Smart, what applications were made to you by the Quebec and Lake St. John Railway Company for assistance in this sense?—A. There were no applications made to me.

Q. You had no applications in your department?—A. Nothing except what has been put on file.

Q. There were no formal applications, which you have not in these papers?—A. None, but this.

Q. All the papers you have seen in reference to the applications are these?—A. Yes.

*By Mr. Wood (Brockville):*

Q. Do you think that application was based on the application for the postal grant?—A. So far as my part in the thing is concerned it was simply this, and I might explain it now; it might shorten the examination.

Q. But answer my question?—A. I do not know anything about the postal application.

*By Mr. Foster:*

Q. You did not know anything about that application?—A. The application was not made to the department in the first place.

Q. Where was it made?—A. To Sir Wilfrid Laurier, and then evidently it was brought over to the department, and the Minister told me that it had been decided to make a grant of \$8,000.

Q. Then you had no further applications before you than the papers I have in my hands—there is Sir Wilfrid Laurier's letter, Mr. Scott's letter to Sir Wilfrid Laurier, and Mr. Scott's statement embraced in this letter?—A. Yes.

Q. Now, you say your first intimation was?—A. When the Minister brought that statement, showing the work done by the company in regard to colonization.

Q. And told you?—A. To have a memorandum to Council prepared.

Q. For what?—A. For the payment of \$8,000.

Q. You are Deputy Minister?—A. Yes.

Q. And had various officers under you?—A. Yes.

Q. Did you make any report on this?—A. No.

Q. As Deputy Minister you took instructions to carry out what was decided on by the Government?—A. Yes.

Q. Do you know if there was any investigation by any one of these statements?—A. No.

Q. There was none by you or any officer of your department?—A. No.

Q. Have you seen the application to the Post Office Department for a mail subsidy?—A. No.

Q. Do you know such a one exists?—A. I do not.

Q. There is here a copy of an extract from a report of the Committee of the Honourable the Privy Council, approved by His Excellency on the 21st May, 1897. Were there any further Orders in Council?—A. Yes; there was a subsequent one.

## Public Accounts Committee.

Q. Of what date?—A. I cannot remember.

Q. There is one here of 15th July, 1897 :—“The Committee, on the recommendation of the Minister of the Interior, advised that the grant of \$8,000 authorized to be made to the Quebec and Lake St. John Railway by the Order in Council of the 21st May, 1897, be made a charge upon the moneys granted by Parliament for general immigration expenses,” but there is one mentioned in the Auditor General’s report of the 17th July?—A. There were only two.

Q. You are sure there were only two?—A. Yes.

Q. This report reads as follows :—

“Extract from a report of the Committee of the Honourable the Privy Council, approved by His Excellency on the 21st May, 1897.

“On a report dated 20th April, 1897, from the Minister of the Interior, submitting that representations have recently been made to your Excellency in Council by Mr. J. G. Scott, secretary and manager of the Quebec and Lake St. John Railway Company, to the effect that as a result of the efforts of this company within the last two years in opening up to colonization the vacant lands in the vicinity of the large district served by the railway, they have succeeded since the month of June, 1895, in placing over 1,624 *bona fide* new settlers on farms in that locality. These settlers have been granted free transportation over the road to their respective places of destination, and were induced to locate there largely through the instrumentality of various delegates who, at the instance of the company, have visited the Lake St. John district, and whose reports are now doing a great deal of good in promoting settlement in that very desirable region.

“The Minister observes that it further appears that the company distributes a large amount of illustrated colonization literature and have a permanent colonization agent employed in giving lectures in all parts of the province and in the New England States, his lectures being illustrated by limelight views of agricultural scenes. As a result of this systematic work of the company the new townships in this district, such as Normandin, Albanel, the Trappist settlement, and Rivière a Pipe district, are being settled with great rapidity and the new settlers find ready employment in winter in the lumber operations. The extent of these operations may be tested from the fact that the estimated number of saw-logs made on the line of the railway during the past winter is 1,049,000 affording employment to about 4,000 men in the woods.

“The Minister states that the company submit that under the circumstances they are entitled to receive assistance at the hands of the Dominion Government, as the work which they are prosecuting is of a national character and one of the most potent means to check the expatriation of Canadians to the United States.

“The Minister further states that the above representations having been referred to him, he is favourably impressed with the result of the work accomplished by the Quebec and Lake St. John Railway Company, and in order to further encourage their operations in this respect, he recommends that a grant of \$8,000 be made to them.”

After that, the Order in Council of the 15th of July, saying that this shall be paid out of moneys granted by Parliament for general immigration expenses, that is the authority for the payment of \$8,000 to the Lake St. John Railway Company?—A. Yes.

Q. That, then, was the ground upon which this payment was made?—A. So far as I was concerned the Order in Council was the authority.

Q. As stated here “on account of efforts made by that company within the last two years in opening up to colonization the vacant lands in the vicinity of the large district served by the railway.” These words purport to be words from the Order in Council, but they are not in the Order in Council. Did you accompany this, when you sent your letter to the Auditor General, by a covering letter of your own? or was this Order in Council sent by you?—A. I think the order was sent direct by the Privy Council.

Q. And you recollect no order sent by you?—A. No. I am sure there was none sent by me.

Q. Well then, Mr. Smart, what do you understand to be the reasons upon which or the grounds upon which this vote was paid?—A. Simply for the work done and being done by this company.



Q. Work of what character?—A. Of a national character. Of a national character and having a tendency to save our own people.

Q. Yes, and to check the expatriation?—A. Yes.

Q. Did you in your correspondence advance any other grounds as to why this payment should be made?—A. I cannot say that I did.

Q. In your answer to the Auditor General, who wrote you a letter on the 3rd of June, you answered, but the date is not here. It is apparently in June and shortly after. In that letter you state:—"In the present instance there is no question but that the service for which this payment of \$8,000 is to be made has been very satisfactorily rendered; in fact when fixing the amount of the grant it was acknowledged that the company would be entitled to a larger amount if paid by results." You say you made no investigation as to this matter?—A. Not as to the statements that are made.

Q. You didn't have an officer examine and verify these statements?—A. No.

Q. Simply took the word of the Minister to facilitate the payment?—A. Certainly.

Q. How then can you state in your answer to the Auditor General in the present instance, "there is no question but that the service for which the payment of \$8,000 is to be made has been very satisfactorily rendered?" Could you state that of your own knowledge?—A. Well, I believed it at the time.

Q. Could you state it of your own knowledge, had you examined it yourself?—A. I had never been to Lake St. John.

• Q. Did you verify these statements?—A. I did not

Q. Do you know of your own knowledge that they had brought in a single immigrant?—A. No.

Q. At the same time then you could hardly make that statement of your own personal knowledge?—A. I accepted the statement of the company as being true.

Q. And did more than accept it, endorsed it as Deputy Minister without examination by you or any officer of your department; and then you say, "in fact when fixing the amount of the grant it was acknowledged that the company would be entitled to a larger amount if paid by results." How did you account for that?—A. I so understood.

Q. Your first intimation was from the Minister that the grant was fixed?—A. Yes.

Q. And in fixing the amount it was acknowledged that the company would be entitled to more if paid by results; was that to your own knowledge?—A. I must have got that from some one, I cannot say.

Q. But you did not know yourself, by investigation by yourself or officers?—A. I did not.

Q. You go on: "I may also state that while it has not been the policy of the Government to meet expenditure connected with the removal of the residents of Canada from one part to another part of the Dominion, you will acknowledge that the Government has power to decide whether such work is valuable from an immigration standpoint or not. And that if it be decided that it is, and that it has been done in the general interests of Canada, it has power also to estimate the value of the work, and to pay for it out of the vote. That the work in question is a matter of immigration in the welfare of Canada cannot be denied, and this being acknowledged, it is surely unnecessary, since we have a sufficient amount to the credit of the immigration appropriation, to ask Parliament to specially vote the amount." Did you have any objection from the Auditor General as to the payment of that amount?—A. The only objection is contained in the letters he wrote me.

Q. His letter of June 3 contained an objection, and your answer was to remove that objection; was it successful?—A. He replied again to that.

Q. And did he approve of the payment?—A. No, he did not.

Q. And when was the payment made?—A. About the end of July.

Q. On the 28th July?—A. Yes.

Q. That is, you made payment in opposition to the objection of the Auditor General?—A. Yes.

Q. And before you made appeal to the Treasury Board?—A. Yes.

Q. Why did you not decide to have the matter settled by the Treasury Board before making payment?—A. I pointed out that it was a matter of policy for the

## Public Accounts Committee.

Government to decide, and after hearing from him two or three weeks after his last letter I spoke to my Minister with regard to the matter, and told him what was said by the Auditor General, and he simply instructed me to issue a cheque, which I did.

Q. You simply told him and he instructed you to go on and pay the cheque (*Exhibit A*), and the Government would take the responsibility, which you did?—A. Yes.

Q. Do you remember whether you had any vote in your estimates, any special votes for colonization purposes?—A. No.

Q. Do you remember whether you have any vote for removing Canadians from one part of the Dominion to another?—A. No, we have not.

Q. Did you read Mr. Scott's statement and read from that statement that part of the alleged work was in placing residents of Canada in the Lake St. John district?—A. Yes, I understood that was part of it.

Q. The larger part of it?—A. No, but part of it anyway.

Q. I take the statement as made by Mr. Scott that he submitted that the number of *bona fide* settlers transported to the Lake St. John district by the railway on free settlers' tickets from June, 1895, to December, 1896, was: from Canada, 1,029; from New England, 490; and from France, 105, making a total of 1,624. That is, the proportion of removals of Canadians from other parts of the Dominion was as 1,029 to the whole number of 1,624; three-quarters of the total number, or certainly five-eighths. That is, in paying this claim you are paying out of the immigration vote what from the papers appears to be, as regards five-eighths of the settlers, removals of Canadians from one part of Canada to another?—A. Yes.

Q. And did you think you had authority to do so?—A. We have used the vote in other cases, not to a large amount, in endeavouring to hold Canadians who were threatening to leave for the United States.

Q. Were these people threatening to leave?—A. I understood so.

Q. How did you understand so?—A. I knew others had left, and probably these were going to leave, too.

Q. Do you hold, as Deputy Minister of the Interior, that when you get a vote for immigration purposes, you can spend it for something which is not immigration?—A. It is not the rule to do it, and in many cases we have had various applications to spend money for that to which I have sent refusals.

Q. And what was the ground of your refusal?—A. That the Government could not remove people from one part of Canada to another.

Q. And yet you paid five-eighths of this money for work which was for the removal of Canadians from one part of Canada to another?—A. Yes.

Q. Then that is unusual?—A. It is work which has been done by colonization societies in Montreal and elsewhere.

Q. There is a special vote for the colonization society in Montreal. You say it is not usual to do so?—A. Not usual, but it is done in a number of cases.

Q. You did it because you were instructed by the Minister?—A. Yes.

Q. Has it been usual, or has it ever been done, to pay out of that vote for settling up waste lands?—A. In what way?

Q. Suppose a tract of land is unsettled and you pay out of that vote \$400,000 or \$500,000 to put settlers on waste land?—A. I think we could.

Q. That you might use immigration votes for settling up waste lands?—A. For sufficient reason.

Q. What do you consider sufficient reason?—A. If we thought certain people were going to leave for the United States, we might use the money to hold them back.

Q. If they did leave, would it be immigration or emigration?—A. Emigration.

Q. If they did not leave, would it be either immigration or emigration?—A. I suppose it would not be either, but I cannot see the force of allowing people to go when we pay money to get people in.

Q. But your ground is, as Deputy Minister, not to have the slightest idea as to policy; that is for your Minister. You are to recommend payments as Parliament has voted?—A. I think it would be a very exceptional case where this would be done.

Q. Was there any previous agreement with this company with the Department of the Interior that they should go on and settle up their lands in this way and be paid for it?—A. Not that I know of.

Q. Were any instructions issued by your department at all as to how this work should be conducted?—A. No.

Q. Did you appoint their immigration agent or have any supervision over him?—A. No.

Q. That is, the company did this work without previous authorization, and without any instructions or supervision from your department?—A. So far as I know.

Q. Therefore it was entirely an unauthorized work until you took it in hand?—A. Yes.

Q. Have you satisfied yourself that from June, 1895, to December, 1896, 1,029 persons were taken from one part of Canada and put upon these lands?—A. No.

Q. Is there any proof of it in the department that this statement of the company is true?—A. No.

Q. Is the same true with regard to the 490 from the United States?—A. Yes.

Q. And the 105 from France?—A. Yes.

Q. So it is true of the whole 1,624?—A. Yes. I know since that they did take in a great many settlers.

Q. Do you happen to know whether the lands they have settled up there belong to the company?—A. I think they belong to the Province of Quebec.

Q. Are you certain, I want you to be sure that they were provincial lands?—A. I do not know.

*By Mr. Wood (Brockville):*

Q. Did you make any inquiries specifically upon that point?—A. No, not directly.

Q. Then how did you know?—A. Because I know the Government of Quebec agreed to pay these men last year for making roads through these lands.

Q. That would not be evidence?—A. It would be, I think.

*By Mr. Foster:*

Q. Do you know that the company got a large subsidy in land?—A. I do not know.

Q. You have positive knowledge that these lands did not belong to the company?—A. I understood they belonged to the province.

Q. Is it usual for your department to give grants from a vote for which it has not received authority previously?—A. I cannot say that.

Q. You do not know the practice of your department in that respect?—A. I cannot answer.

Q. You understand what I mean by that?—A. Yes, for work already done.

Q. Suppose that someone has gone to work without authorization or agreement or anything of the kind and does a piece of work and then comes to you and says "I want payment," is it usual to make these payments?—A. I understood there were cases, not necessarily grants of money, but of land which were given in that way in the North-west.

Q. Can you say whether it is usual?—A. No, I cannot. It is usual to authorize the expenditure, certainly.

Q. Do you know of any case in your department where payments are made for work totally unauthorized, after it is done, without getting a special appropriation from Parliament?—A. I cannot say that I do, I cannot recollect.

Q. Was the House in session any time while these negotiations were going on?—A. Yes, the House was in session when the first Order in Council was passed.

Q. It would have been possible to have had the sum submitted to the House in an estimate?—A. Yes.

Q. Did you canvass that with the Minister?—A. Yes, we discussed the matter.

Q. And what was the opinion of your Minister, that an estimate should be asked for or that you should take it out of the general vote?—A. I cannot say.

## Public Accounts Committee.

Q. You did not put it in the estimates as a matter of fact?—A. No, we did not. I think I suggested myself that it might be taken out of the immigration vote.

Q. You submitted that?—A. I think so.

Q. Are you clear that you are fulfilling your duty to the country when you suggest that a vote for money should be devoted to purposes alien to the purpose for which it was voted?

This question was objected to by Sir Louis Davies.

*By Mr. Foster :*

Q. Have you made any inquiries since the time of the payment of this money with reference to the statements made by Mr. Scott as to whether many persons were taken in and whether their fares were paid or not?—A. No, except the discussions I have had with Mr. Scott on the question. He has repeated the statements to me.

The Committee adjourned.

HOUSE OF COMMONS,  
COMMITTEE ROOM, FRIDAY, May 20, 1898.

The Committee met.—Mr. James McMullen in the Chair.

Mr. JAMES A. SMART, being recalled, testified further as follows :—

*By the Minister of Marine and Fisheries :*

Q. Was this private letter in your department or how came it here?—A. It was attached to the letter from Mr. Scott to Mr. Sifton.

Q. What letter?—A. The official letter to the Minister.

Q. It was not in the department except as an official letter, but Mr. Scott sent this?—A. Yes, or at least a copy of it.

Q. What I want to get on record is the letter from Mr. Scott to Sir Wilfrid Laurier with the facts as to the number of immigrants carried by his company, the Quebec and Lake St. John Railway, from New England, Michigan, Wisconsin and France to the Lake St. John district; will you kindly take that letter and read it as evidence?—A. This is the letter :—

“QUEBEC & LAKE ST. JOHN RAILWAY,  
“QUEBEC, 5th April, 1897.

“The Hon. WILFRID LAURIER, Premier,  
“Ottawa.

“DEAR SIR,—Referring to my letter of 1st, asking to have the \$8,000 promised us for colonization purposes placed in the estimates, I have now the pleasure to inclose some statements of the work done by the company on behalf of colonization during the last few months, since we have been employing a colonization agent.

“The reports of this agent—Mr. René Dupont—show that the number of *bona fide* new settlers transported to the Lake St. John district by the railway on free settlers' tickets, from June, 1895, to December, 1896, has been :—

From Canada . . . . .	1,029
“ New England States, and Michigan and Wisconsin . . .	490
“ France . . . . .	105
Total . . . . .	1,624

“We also issued a circular letter, as per copy annexed, to each clergyman in the province of Quebec, authorizing him to send two delegates from his parish to examine and report upon the Lake St. John territory and its advantages for settlers.

“The inclosed statement shows that during the year 1896, the clergy of no fewer than 70 parishes availed themselves of this, and sent 125 delegates to Lake St. John,

who came from every section of the province, some of them from distant points, and their reports are now doing a great deal of good in promoting settlement in Lake St. John, in preference to immigration to the United States.

"In addition to this, we have distributed an immense amount of illustrated colonization literature, and Mr. Dupont has been constantly employed in giving lectures in all parts of the province and in the New England States, his lectures being illustrated by limelight views of agricultural scenes and new settlements in the Lake St. John district.

"As will be seen, these efforts are already producing very beneficial results. The new townships, such as Normandin, Albanel, the Trappist settlement, and Rivière a Pipe district, are being settled with wonderful rapidity, and the new settlers find ready employment in winter in the lumbering operations. The extent of these operations may be judged when I say that the estimated number of saw logs made on the line of the railway during the past winter was 1,049,000, affording employment to about 4,000 men in the woods.

"The directors feel sure that these very satisfactory results will convince you of the magnitude of this work, and of the importance of extending the Government aid for a period of years, so that the company may feel justified in employing more men in this good work, and in going to a larger expenditure in printing books and establishing agencies for colonization purposes so that the progress of settlement may be more rapid and on a larger scale.

"I would therefore respectfully suggest that legislation may be introduced during the present season to make the grant of \$8,000 annual for a period of twenty years, as was done in the case of the grant of \$80,000 per annum to each of the railways in the North-west Territories. (See Act 53 Vic., Chap. 5.)

"Of course if the grant could be made \$14,000 per annum, as was promised by the late Administration, instead of \$8,000 it would enable the company to carry on these colonization operations on a much larger scale.

"Yours respectfully,

"J. G. SCOTT,

"*Secretary & Manager.*"

Do you want the schedule read ?

Q. Yes, let us have the schedules.—A. It reads as follows :—

REPORT of free colonization tickets issued to new settlers who went to settle in Lake St. John country, from 1st June, 1895, to 31st December, 1896.

FROM PARISHES IN CANADA.

CHAMBLY—			
St. Lambert.....	7	HOCHELAGA—	
CHARLEVOIX—		Notre Dame De Grâce.....	4
Bay St. Paul.....	30	Hochelaga.....	13
Eboulements.....	12	JOLIETTE—	
Isle aux Coudres.....	36	Joliette.....	6
Murray Bay.....	20	St. Thomas.....	17
St. Agnes.....	5	KAMOURASKA—	
do.....	9	St. André.....	21
St. Siméon.....	15	L'ISLET—	
St. Irénée.....	14	L'Islet.....	15
CHICOUTIMI—		LÉVIS—	
Chicoutimi.....	22	Lévis.....	12
CHATEAUGUAY—		St. David.....	10
St. Chrysostôme.....	14	St. Romuald.....	7
CHAMPLAIN—		LAKE ST. JOHN—	
St. Anne de la Pérade.....	14	Hebertville.....	9
St. Geneviève.....	4	MONTMORENCY—	
St. Tite.....	7	Chateau Richer.....	21
St. Prosper.....	13	St. Jean, I. O.....	20
BELLECHASSE—		St. Tite des Caps.....	5
St. Valier.....	8	Montmorency.....	5
DORCHESTER—		MONTREAL.....	50
St. Claire.....	11	Sacré-Cœur.....	2

# Public Accounts Committee.

## FROM PARISHES IN CANADA—*Concluded.*

<p>MEGANTIC— Somerset ..... 13 Lyster ..... 11</p> <p>NICOLET— St. Bridgett ..... 8</p> <p>ONTARIO— Mattawa ..... 13 North Bay ..... 6 Bradford ..... 4 Sudbury ..... 27</p> <p>OTTAWA— Buckingham ..... 14 East Templeton ..... 8</p> <p>PORTNEUF— Portneuf ..... 34 Cap Rouge ..... 6 Grondines ..... 17 St. Bazile ..... 7 St. Casimir ..... 11 St. Raymond ..... 27</p>	<p>13 11 8 13 6 4 27 14 8 34 6 17 7 11 27</p>	<p>QUEBEC— St. Foye ..... 7 Beauport ..... 20 Charlesbourg ..... 7 Hedleyville ..... 6 Laval ..... 4 Lorette ..... 13 Quebec ..... 194</p> <p>ST. HYACINTHE ..... 28</p> <p>SAGUENAY— Mille Vaches ..... 32</p> <p>TEMISCOUATA— St. Cyprien ..... 14</p> <p>THREE RIVERS ..... 11</p> <p>TWO MOUNTAINS— Oka ..... 7</p> <p>WOLFE— Dudswell ..... 15 Lake Weedon ..... 7</p> <p style="text-align: right;">Total ..... 1029</p>
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Then there is a copy of free settlers' tickets issued from the United States.

Q. Read that?—A. It is as follows:—

REPORT of free colonization tickets issued to new settlers who went to settle in Lake St. John country, from 1st June, 1895, to 31st December, 1896.

### FROM UNITED STATES.

<p>CONNECTICUT— Winstead ..... 8 Meriden ..... 6</p> <p>ILLINOIS— Tatlow ..... 1</p> <p>MASSACHUSETTS— Lowell ..... 27 Taunton ..... 10 Amesbury ..... 17 Amesdale ..... 19 Boston ..... 14 Lawrence ..... 13 Springfield ..... 9 Fall River ..... 24 Holyoke ..... 5 Taunton ..... 10 Salem ..... 17</p> <p>MAINE— Sace ..... 5 Biddeford ..... 14 Brunswick ..... 31 Lewiston ..... 25</p> <p>MICHIGAN— Escanaba ..... 5 Menominee ..... 7 Muskegon ..... 12</p>	<p>8 6 1 27 10 17 19 14 13 9 24 5 10 17 5 14 31 25 5 7 12</p>	<p>NEW HAMPSHIRE— Berlin Falls ..... 14 Pattonville ..... 3 Lincoln ..... 3 Manchester ..... 63 Red Stone ..... 13 Rochester ..... 10</p> <p>NEW YORK— Fall Ravin ..... 4 Ogdensburg ..... 9 Brandon ..... 7 Buck Mountain ..... 8 New York ..... 3 Tupper Lake ..... 16</p> <p>NEW JERSEY— Patterson ..... 21</p> <p>RHODE ISLAND— Woonsocket ..... 5</p> <p>VERMONT— St. Albans ..... 5 Barre ..... 12</p> <p>WISCONSIN— Superior ..... 14</p> <p style="text-align: right;">Total ..... 490</p> <p>FRANCE ..... 105</p>
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### RECAPITULATION.

From Canada.....	1,029
United States.....	490
France.....	105
Total.....	1,624

RÉNÉ DUPONT,  
*Colonization Agent, Quebec and Lake St. John Ry.*

QUEBEC, 2nd April, 1897.

*By Mr. Haggart :*

Q. Who issued these free tickets?—A. The railway company.

Q. They were not indemnified in any manner?—A. No; that is why they asked this grant. Mr. Foster asked me the other day if I knew of any case where moneys had been expended by the Government in the Department of the Interior for inducing settlement from one part of Canada to another, and at the time I could not recall any particular case, but I do now, and I would like to state that it was in the year 1895, I think, when a large number of settlers were moved from Parry Sound to Edmonton. Mr. T. G. Pearce was paid for services about \$300, besides his passage being paid.

*By Mr. Foster :*

Q. Who was Mr. Pearce?—A. A settler of Parry Sound, who moved to Edmonton.

*By Mr. Macdonell (Selkirk) :*

Q. His fare was paid?—A. His was, but I don't know that the settlers' were.

*By Sir Charles Hibbert Tupper :*

Q. Out of the immigration vote?—A. Yes.

*By Mr. Foster :*

Q. How many settlers were there?—A. I do not know.

Q. But you have the information in the department?—A. Yes. Then I was going to suggest, too, the other case of the colonization company, which I mentioned in my evidence the other day; they also have been paid for the past three or four years for doing the same work.

Q. What company is that?—A. The French Canadian Colonization Company of Montreal.

*By the Minister of Marine and Fisheries :*

Q. Out of the same fund?—A. From the immigration vote, not a special vote.

*By Mr. Foster :*

Q. For what were they paid?—A. They were paid for an office in Montreal, and the salary was paid to Dr. Brisson, who was secretary of the Society for the repatriation of French Canadians from New England; and also for this office in Montreal.

Q. Will you make yourself thoroughly acquainted with both these cases, as to the number of settlers, date of payment, out of what vote it is taken, and the like of that and bring us the information?—A. Yes.

*By Mr. Macdonell (Selkirk) :*

Q. Did that French Colonization Company transfer settlers from one part of Canada to another in a similar way?—A. It was a similar work.

*By Mr. Wallace :*

Q. Were they paid for bringing these in from the United States?—A. They were paid a certain grant.

*By Mr. Macdonell (Selkirk) :*

Q. Also for the transfer of settlers?—A. Yes.

*By the Minister of Finance :*

Q. It was a joint work, partly repatriation and partly removal from other parts of Canada?—A. Yes. I was going on to say that in their report the other day they give the amount of people who called at the office, and were sent forward to Lake St. John and Labelle.

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Q. Then it was a mixed work, as this was partly repatriation and partly removal; and was paid for out of the general immigration vote as was this?—A. Yes; and the fact is, two or three priests are still engaged in the work of removing people from Quebec to Manitoba.

*By Mr. Macdonell (Selkirk):*

Q. And they are paid salaries?—A. Yes.

Q. And expenses?—A. No; sometimes expenses are allowed.

*By the Minister of Finance:*

Q. They are still doing the work?—A. Yes.

Q. And how long have they been doing it?—A. For a number of years.

Q. More than two?—A. Yes.

Q. And paid out of the general vote?—A. Yes.

*By Mr. Wallace:*

Q. They are employees of your department?—A. Yes.

Q. Not the railway company's?—A. No.

Q. Have you any knowledge of a letter written by Mr. Angers, ex-Minister of Agriculture, to Mr. Scott, secretary of the Lake St. John Railway Company, in 1896, to this effect, that he was authorized by Sir Charles Tupper, to make an offer about that subsidy?—A. No, I have not.

*By Mr. Wood (Brockville):*

Q. In the case of the immigrants sent to the Parry Sound district, taken up by Mr. Pearce, was that not done in pursuance of an arrangement with the Government beforehand?—A. Yes, at least I think so.

Q. Yes, there is no doubt of it. In the case you just spoke of—the Montreal case—the repatriation of persons who were sent on to Lake St. John region, was that done in pursuance of a previous arrangement?—A. No.

Q. Was this \$8,000 paid out in pursuance of any previous arrangement before the work was done?—A. I understand not. In connection with that point Mr. Foster also referred to that in his examination, where he asked me the question, if I knew of any case where moneys had been paid for work that had already been done without any previous arrangement? I answered that I believed there were cases, because in my letter to the Auditor General I referred to them; but immediately after I left the committee a case occurred to me in which this was practically done some years ago. In the case of the settlement between the Government and the colonization companies, the companies were allowed \$160 a head for every settler taken into the country, this could not have been by arrangement before. They were also granted a certain allowance for expenditure on roads and bridges constructed in the district where their lands were situated.

*By Mr. Foster:*

Q. That was in connection with the North-west colonization companies?—A. Yes.

*By Mr. Wallace:*

Q. Do you say that that was an arrangement that was not made beforehand?—A. That they were to be paid \$160?

Q. That they were to be made an allowance?—A. I understand not.

Q. If you read the agreement you will find that they were to be allowed a rebate of \$2 an acre for bringing in settlers, so that your statement will have to be revised?—A. I am speaking of settlers.

Q. It is the one question. The colonization companies were under agreement with the Government?—A. Were they to be paid for improvements?



Q. For all the improvements they made, that is the agreement. And that there was no payment made to them, but they bought the lands for \$2 an acre cash?—  
A. And they were given a good deal of scrip?

Q. And were to be allowed a rebate on that price for bringing in settlers and making improvements, so that in that case there is nothing parallel.

*By Mr. Haggart :*

Q. Was there an arrangement beforehand in the case of Pearce?—A. I do not think there was any previous arrangement with Pearce.

*By Mr. Foster :*

Q. You read at the request of Sir Louis Davies, from a statement made by Mr. Scott, in which he declares that one thousand and odd persons were placed from some part of Canada on these lands, and four hundred and ninety from the United States, and one hundred and five, I think it was from France, that they paid the fares of these, and the like of that. I want to reiterate a question which I asked you before and have the answer placed at this part of the evidence. Did you, or did the department take any steps at all to verify for the previous year the expenses in connection with these transferrals of immigrants?—A. No, we simply accepted the statement of the company as true.

Q. And you had no previous arrangement with the company that they were to do that work? You exercised no supervision over them?—A. No arrangement, as far as I know.

*By Sir Charles Hibbert Tupper :*

Q. When were these things done; before the arrangement for the appropriation of the money or after; that is, the payment by the present Government?—A. It was after the work had been done.

*By Mr. Wood (Brockville) :*

Q. Did you get a postal application that was made and which was referred to in Sir Wilfrid Laurier's letter?—A. No.

The witness retired.

Dr. R. M. COULTER being sworn, testified as follows:—

*By Mr. Foster :*

Q. What is your position, Mr. Coulter?—A. Deputy Postmaster General.

Q. How long have you been Deputy Postmaster General?—A. Since the 1st of August, last year.

Q. Whom did you succeed?—A. Lt.-Col. White.

Q. Have you become acquainted with the records of the department and the history of the department, so far as is applicable to this case at the present time before the committee?—A. I have endeavoured to do so.

Q. Do you know of any application made to your department by the Lake St. John Railway Company for aid in any way?—A. There is not on record in the department a reference to it although I understand from departmental officers that the railway company did make such an application to the Postmaster General.

Q. For what?—A. An increased subsidy.

Q. What kind?—A. A mail subsidy.

Q. They are at present carrying the mails?—A. Yes.

Q. Were they at the time?—A. Yes.

Q. What are they receiving now, the regular rate?—A. Yes.

Q. For a postal car service?—A. For a mixed service, postal car and baggage car service.

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Q. And they made application for what?—A. An increased mail subsidy.

Q. Have you that?—A. No, there is no record of it in the department whatever.

Q. It is just a matter of memory with your officials?—A. There are letters previous to the present Government coming into office, but they are letters of a private nature.

Q. With reference to that?—A. Yes.

*By the Minister of Marine and Fisheries :*

Q. From whom?—A. The Postmaster General of the day.

Q. But from whom?—A. From the company and persons interested.

*By the Minister of Finance :*

Q. Who was the Postmaster General of the day?—A. Sir Adolphe Caron.

*By Mr. Foster :*

Q. What time was that application made for a mail subsidy?—A. Previous to my becoming Deputy Postmaster General.

Q. Can you fix the date?—A. No.

Q. The officials did not remember?—A. No.

Q. But they remember generally there was an application?—A. I understand them to say there was some delegation which waited on the Postmaster General with reference to it.

Q. But no written application?—A. None on the file of the department, none ever received by the department.

*By the Minister of Marine and Fisheries :*

Q. Were these letters departmental or private you speak of?—A. I think the letters on file are private.

Q. Are they on the departmental files?—A. I understand so, yes.

Witness discharged.

HOUSE OF COMMONS, COMMITTEE ROOM,  
WEDNESDAY, May 25, 1898.

Committee met.—Mr. McMullen in the Chair.

Mr. J. G. SCOTT being called and sworn, testified as follows:—

*By the Minister of Public Works :*

Q. Mr. Scott, would you kindly tell me if you have seen this letter before?—  
A. Yes.

Q. Would you kindly read it?—A. This is a letter from Mr. Angers, addressed to Mr. Frank Ross, President of the Lake St. John Railway:—

“QUEBEC, May 20, 1896.

“FRANK ROSS, Esq.,

“Quebec.

“DEAR SIR,—I had a conversation with Sir Charles Tupper, and laid before him the claims of the Lake St. John Railway for additional subsidy to carry the mails, and brought to his knowledge the fact that you carry free of charge a large number of

immigrants to that section of the country. He thought the additional amount of compensation to the railway might be allotted between the Post Office Department and immigration. The amount of \$14,000 did not seem to him exaggerated.

"I remain,

"Yours truly,

"A. R. ANGERS."

Q. As a point of practice did you not consider you were promised by the late Government that additional sum?—A. Yes, we certainly depended on that money.

Q. In the way pointed out in Mr. Angers' letter?—A. Exactly.

Q. Mr. Scott, would you tell us how many settlers you carried free during last season?—A. 1,272.

Q. A good many of these settlers have come from the United States?—A. Yes, there were 462 from the United States.

Q. And how many from Europe?—A. Eighty-three from Europe.

Q. Now, did you not also carry free delegates from the United States?—A. Yes, we carried 191 delegates altogether from all parts of the country, representing thirty-two counties and six states.

Q. During this year how many new settlers have you carried to this district?—A. Well, this spring we have carried so far about 400, but we expect a much larger number than last year.

Q. All these people have settled there?—A. Yes.

Q. Your company then is a regularly organized immigration agency?—A. Yes, we have a colonization and immigration department specially with a staff organized for that purpose.

Q. Have you not a line of steamers running on the lake for immigration purposes, for the purposes of the settlers?—A. Yes, there are practically three lines of steamers that run to different points on the lake, carrying settlers.

Q. You know that district very well?—A. Oh, yes, intimately.

Q. Can you tell us what the population is now?—A. In the neighbourhood of 40,000.

*By Sir Charles Hibbert Tupper :*

Q. Mr. Scott, when you refer to the expectations your company had from the late government, I suppose they were based on that letter?—A. Based on that letter, yes,

*By the Minister of Public Works :*

Q. Did you not have conversations with members of the late Government apart from that communication?—A. Oh, yes, we had frequent interviews.

*By Sir Charles Hibbert Tupper :*

Q. You say "we"; he asked you?—A. I am speaking of myself and the directors.

Q. You are speaking only of conversations you know of?—A. Yes.

*By the Minister of Public Works :*

Q. About that matter?—A. Yes.

Q. Who were the members of the Government?—A. Sir Adolphe Caron, who was Postmaster General, I think, at the time, Mr. Angers, Sir Charles Tupper.

Q. And from these conversations you drew the conclusion that you would get that subsidy of \$14,000 for immigration purposes as stated in Mr. Angers' letter?—A. Yes.

Q. Taken part from the immigration fund and part from the mail services?—A. Exactly, that is what we understood.

*By Sir Charles Hibbert Tupper :*

Q. When had you the conversation with Sir Charles Tupper?—A. When he was in Quebec about the time that letter was written.

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Q. Where?—A. I think it was at Judge Caron's residence.

Q. Who were present?—A. Mr. Chateauvert.

Q. And who else?—A. Myself.

Q. No one else?—A. I do not think so.

Q. What did he say?—A. As well as I remember he was very favourable.

Q. Is that all you remember?—A. Yes.

Q. It is just your impression?—A. Yes.

*By the Minister of Public Works :*

Q. And after that conversation the letter you have read was written?—A. Yes.

Q. As confirmation?—A. Yes.

*By Mr. Wood (Brockville) :*

Q. When was that, Mr. Scott?—A. In May, 1896.

Q. That is the only assurance you ever had that you would get that subsidy or grant from the late Government?—A. That is the only official assurance.

*By Sir Charles Hibbert Tupper :*

Q. You told me to-day before going on the stand that you had a recent letter from Sir Charles Tupper?—A. Yes.

Q. Will you read that?—A. It was written to Mr. Gagné who handed it to me. It is as follows :—

“HOUSE OF COMMONS, OTTAWA, May 17th, 1898.

“J. A. GAGNÉ, Esq.,  
“Chicoutimi.

“MY DEAR SIR,—In reply to your letter of the 10th instant, I beg to say that no objection was made by our friends to the appropriation to assist the Lake St. John Railway, but to the mode in which it was done. No action will be taken that will at all interfere, so far as I am able to say, with the interests of the road.

“Yours faithfully,

“CHARLES TUPPER.”

Q. To whom is that addressed?—A. Judge Gagné, of Chicoutimi.

*By the Minister of Public Works :*

Q. Have you Mr. Gagné's letter also?—A. No, I have not.

*By Mr. Foster :*

Q. Mr. Scott, did you have any conversation with Mr. Angers or any member of the late Government as to the mode in which this money was to be paid; that is, as to what vote it was to be paid out of or whether it was to be estimated specially?—A. Well, Mr. Angers' letter fixes that. After conference with Sir Charles Tupper they decided half was to come from the Post Office Department and half from immigration.

Q. That would fix the distribution as to departments, but what I want to know is whether or not you got the impression that the money was to be paid to your company out of existent votes or whether a vote would have to be brought down?—A. Nothing was said about that, to my recollection.

Q. In your application to Sir Wilfrid Laurier did you not suggest the placing of a sum in the estimates?—A. We requested that \$14,000 should be voted to us, but we did not specify in what manner.

Witness discharged.

HOUSE OF COMMONS,  
COMMITTEE ROOM, TUESDAY, May 31, 1898.

Committee met.—Mr. McMullen in the Chair.

Mr. J. LORNE MCDUGALL, Auditor General, being recalled, testified as follows :—

*By Mr. Foster :*

Q. You are conversant with the communications that went on with reference to the payment of this \$8,000?—A. Yes, that is what went on with myself.

Q. I believe you took objection as soon as the payment was contemplated?—A. Yes, I took objection to the Order in Council.

Q. Was payment made after you objected and before an appeal was taken to your objection?—A. Yes.

Q. It was paid out of the credit of the department?—A. Yes.

Q. Are you in a position to know whether the Deputy Minister was aware of the objection you had made?—A. Yes, he was, I think.

Q. As a matter of fact Mr. Smart did know. Mr. Smart says this was paid on the order of the Minister?—A. Yes, on a second order-in-council.

Q. Now, is it usual in cases of that kind, where the Auditor makes objection, to defer payment until the appeal has been decided or to go on and make the payment?—A. It is not very often an objection like I made is made; here the Order in Council was passed and a cheque issued.

Q. Well, has there been any other case of that kind?—A. I cannot recall such a case, but such a case may have arisen.

Q. Have you any objection to giving the grounds of your objection to that payment?—A. I have no grounds except the grounds that were in my letter, and I can read this if you wish. This was the first letter that I wrote and it contains, I think, part of the objection; written on the 3rd of June last and addressed to Mr. Smart :—“I have the copy of the Order in Council of 21st of May, sanctioning a grant of \$8,000 to the Lake St. John Railway Company, ‘on account of efforts made by that company within the last two years in opening up the colonization of the vacant lands in the vicinity of the large district served by the railway’”—this was a quotation from the recommendation to Council.—“It does not appear that before the efforts referred to were made there was any understanding with the Government that the railway company should be reimbursed for its expense, nor is there any evidence of what the expense was for, whether the settlers were mainly from other parts of Canada or from the United States, where one at least of the agents of the railway laboured. I don’t think that the words of the immigration vote, from which I presume it is intended to make the payment (although the Order in Council does not specify the appropriation), warrant the making of a grant from that appropriation. It would lead to great difficulties if companies or individuals would first make expenditure and particularly expected to find full remuneration from the results without the Government’s assistance and had ground for hoping to have claims for reimbursement grant. Without further explanation I see serious objection to this payment, and request that in the meantime it may not be made from the credit. And unless there are much stronger grounds for recognizing this claim than the Order in Council indicates, the recognition of it could not fail to open a very wide door for numerous other large claims, which it will be very difficult to logically reject while maintaining that the intended action in this case is correct.”

Then there were some other objections that followed the reply to this. Would you like me to read them?

Q. I think that states the grounds of your objections?—A. I think this went more largely into the question of what should be used from the immigration vote. I stated my objection to the Treasury Board.

*By Mr. Wood (Brockville):*

Q. What is the other objection to which you refer?—A. Perhaps it would not be fair to read that letter of mine to Mr. Smart without first reading the letter from him

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to me, which is as follows:—"I am in receipt of your letter of the 3rd instant having reference to the Order in Council of the 21st May last, granting \$8,000 to the Quebec and Lake St. John Railway Company on account of services in connection with immigration. In reply I beg to state that while I thoroughly appreciate your kindness in promptly drawing my attention to action which you consider is not within the power of the Government, and which may cause the Government trouble in dealing with similar claims in future, I hold to the opinion that the Government has the authority to make any grant, such as that mentioned in the Order in Council, even though the service to be paid for by the grant has been performed without any distinct arrangement having been entered into beforehand as to the amount that would be allowed for the service, so long as there is a fund or vote from which the payment may be made. Why you fear that the recognition of this claim in the manner it is being dealt with under the authority of the Order in Council above mentioned, will open a large door—to use your own words—for other claimants which you evidently think should properly be rejected, I must confess I do not understand. Surely, many payments were made by the former Government and properly made, although no previous understanding existed that the service would be paid for. In the present instance there is no question but that the service for which this payment of \$8,000 is to be made, has been very satisfactorily rendered; in fact, when fixing the amount of the grant it was acknowledged that the company would be entitled to a larger amount if paid by results. I may also state that while it has not been the policy of the Government to meet expenditure connected with removal of the residents of Canada from one part to another part of the Dominion, you will acknowledge that the Government has power to decide whether such work is valuable from an immigration standpoint or not; and that if it be decided that it is, and that it has been done in the general interests of Canada, it has power also to estimate the value of the work and to pay for it out of the vote. That the work in question is a matter of immigration in the welfare of Canada cannot be denied, and this being acknowledged, it is surely unnecessary, since we have a sufficient amount to the credit of the immigration appropriation, to ask Parliament to specially vote the amount. In this case many of the settlers who have been placed on lands in the Lake St. John district are repatriated French Canadians. The company is still continuing this work, and this grant of \$8,000 is but a small amount of the expenditure the company has incurred in connection with it. I regret that the immigration vote was not specified in the Order in Council as the one from which this grant is to be paid. The omission is not however, material, I think, as of course the wording of the order implies that it is from that vote the money is to be taken. At the same time future memorandums to Council from this department will be free from this objection." This is signed by James A. Smart, Deputy Minister of the Interior.

Then my reply dated July 3, 1897, is as follows:—"I have your letter, undated, in reply to mine of the 3rd ultimo regarding the intended grant to the Lake St. John Railway Company of \$8,000 from the immigration vote. I cannot recollect that any grant was made from a usual appropriation under the late Government. The differences between such a grant and the usual payment seem very clear. The railway company went into this expenditure on its own account, without any expectation that any portion of it would be paid by the Government, and because there was a belief that the railway company would make a profit by the outlay. It may be quite true that the Government got a benefit from the expenditure just as the owner of what turns out to be the site of a flourishing town, through the building of a Government railway, gets a benefit from the expenditure of public money, but the Government does not make a claim on him for a portion of the profit. Assistance was given from a vote for improvements of navigation of the St. John River, N.B., while the late Government was in power, for wharfs at various points on that stream. I interpreted the authority of Parliament as being confined to the paying of expenditure which was made after instructions were given to go on with the work. I presume that you do not contend that the Lake St. John Railway Company has a claim that would be recognized in the Exchequer Court. Does it not appear to you to be opening a rather wide door when

you are ready to consider the application for even partial reimbursement of any expenditure which was made without the knowledge of the Government, and therefore as a purely business speculation? If one claimant meets with success, it is to be supposed that every other who thinks he has worked even an indirect advantage, or can induce someone to pretend he has, will not press for a payment from the Government? It seems to me that there are not many cases where a claim against the Government is not a legal one, but is one that the Government should pay. It may be often different where both parties are private individuals. I am inclined to think that the Government has not power to pay from the immigration vote the expenses connected with moving residents of Canada from one part of the Dominion to the other. That is not immigration in my view. It may be that Canada is benefitted by the removal; but, as it appears to me, the expenditure requires other authorization. My gravest objection, however, is the recognition of unauthorized expenditure."

*By Mr. Foster :*

Q. In that letter you have fully set forth your objections?—A. Yes. I would like to read a very short letter which I sent to the Treasury Board, to Mr. Courtney, the Secretary, dated October 5, 1897. It is as follows:—"I have your letter of the 30th ultimo inclosing the appeal by the Department of the Interior from my decision in the matter of the \$8,000 payment to the Lake St. John Railway Company. The correspondence shows my reasons for declining to sanction the claim, which may be recapitulated in this way: (1.) There was no legal obligation, because the Government never authorized the expenditure before it was made, was never even applied to for authorization, or notified that the expenditure was about to be made." Then these are the words Sir Louis Davies did not like: "(2.) There was no moral obligation. The company could have no reason to expect that it would be reimbursed any portion of the outlay because the expenditure was made with the expectation that the benefit to the company's business would repay the outlay." Of course my object in putting this in was that the Treasury Board might have said: The Auditor General has made out a good case to show there is a good legal objection, but has not dealt with the other point, that there is what we call a moral obligation. I did not like to use the word "equity" because that has a well understood sense, but I thought the expression "moral obligation" would be understood. Then the letter goes on: "There is no justification for paying this claim unless the company has a right to be paid. If this company has a right to be paid, then every other company and every person who make expenditure from which the Government receives a benefit have a right to be paid, and therefore, the Government does wrong unless it pays them."

*By Mr. Foster :*

Q. Your objection then was based on these lines, first, that there was no previous authorization of the work, and in the second place that there was no proper evidence as to what amount of the expenditure claimed should be paid?—A. Yes.

Q. And that there was no evidence satisfactory to you that these parties who had been settled there were from the outside?—A. Yes.

Q. And in the third place that the vote, in your opinion, did not contemplate such expenditure?—A. Well, I did not see that particular point.

Q. Well, the letters formulate the objections?—A. Yes. Of course it should have been actual immigration to come under that vote.

Q. Has it been the custom to pay out of bulk votes for immigration, or for other purposes, sums such as these without the special authorization of Parliament?—A. Do you mean something not contemplated before? There would be no reason for special authorization by Parliament, so far as I can see, if it was for actual immigration.

Q. But this impinges on immigration, they say?—A. Are you speaking of the transportation of people from one part of Canada to the other?

Q. Yes?—A. There was no ground for that at all, but railway immigration I thought might be paid out of that.

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Q. Has it been the usual practice in the case of the payment of claims unauthorized that they should be paid out of bulk votes, or to specially submit them to Parliament?—

A. Back claims unauthorized before they were made?

Q. Yes?—A. Oh, no.

*By Mr. Wood (Brockville):*

Q. Do you know of any such?—A. No.

Q. One was mentioned by Mr. Smart?—A. That may have taken place; I do not mean to say that some may not have escaped me when the accounts came in.

Q. He spoke of one case in which a number of parties were removed from Algoma district to Saskatchewan, or some place in the North-west. Do you remember that?—A. I do not remember, but such things may have occurred without my knowing it. Our system is to examine our accounts by one of the clerks in the department and it may have been that it may have escaped his attention, but I do not know of any such case. Certainly if I had noticed it I would have objected to it.

*By Mr. Wood (Hamilton):*

Q. If they had been really parties from the outside of Canada, from the States or any other country you would have been perfectly justified in paying that \$8,000 out of this appropriation?—A. No, not unless there was an arrangement beforehand. To my mind that is the greatest objection, the fact of persons going on making an expenditure for their own advantage and afterwards coming to the Government to press for it. Though people probably do not seem to think so it appears to me that this is a great objection. I see more serious consequences in the future from that than from anything else.

*By Sir Charles Hibbert Tupper:*

Q. You evidently do not agree with the Minister of Railways in the broad proposition that whether a claim is legal or not the Minister may in the exercise of his discretion pay it without an Order in Council?—A. No, I do not agree with that at all.

Mr. J. A. SMART, Deputy Minister of the Interior, recalled, testified as follows.

*By Mr. Foster:*

Q. You mentioned when you were here the other day that you thought there were other cases parallel to this?—A. That I mentioned to the Auditor General in my letter.

Q. I asked you to look up the case and let me have a copy of the papers in reference to the Parry Sound settlers being located in Edmonton?—A. Yes, north of Edmonton.

Q. These are the papers you have submitted in that respect?—A. Yes. It is stated here by Mr. Pearce that "the Perry Sound colony consisting of 298 persons, 86 horses, and 170 cattle has arrived safely at Edmonton. I was disappointed in finding no immigration sheds and no stakes marking sections. My people are disposed to censure me for this, but I must repudiate all blame in the matter, as I notified Mr. Royal of the necessity of making an arrangement." Mr. Pearce had been instrumental in inducing this colony to go from Parry Sound to the Edmonton district?—A. That is what I understand from the papers.

Q. And the service was performed as it is mentioned here?—A. I presume that is correct, but there is nothing to show that it was performed in that way.

Q. How much was paid to Mr. Pearce for the service, as appears by this account?—A. \$150.

Q. When the claim was first brought before the Minister does it appear from the papers that the Minister approved it?—A. He did not.

Q. No; this is the Minister's writing (Mr. Dewdney) in which he says: "I do not think we should pay Pearce. E. D."



The reason which seemed to influence him, from the papers, was, that the payment was asked for transferring people from one place in Canada to another, was it not?—A. I presume that was it.

Q. However, ultimately upon the strong recommendation of Mr. Burgess, the Deputy Minister, it appears that the \$150 was paid?—A. Yes.

Q. Now, this \$150 is the only amount which is paid in so far as his services are concerned, which was previously unauthorized? Do you remember that this is so?—A. I fancy it is.

*By Mr. Wood (Brockville):*

Q. This is the only claim that you know of in the department?—A. No; Mr. Foster asked me if I knew of any other cases where such a claim had been paid. I had forgotten at the time, and afterwards the Pearce case came to my memory. I do not know; there may be hundreds of cases, but this is the only case that I brought.

*By Mr. Foster:*

Q. Were you not asked to bring such cases as you knew?—A. No; you mentioned this case.

Q. You were required to bring any cases, and this one was mentioned during the examination?—A. This was mentioned, and that was the reason I brought this one particularly.

Q. After this first payment of \$150 to Pearce for his services in this matter there was an authorization for the payment, was there not?—A. For a further payment?

Q. For further services?—A. Yes.

Q. And with the authorization Mr. Pearce carried on similar services, and was paid in 1892-93, how much?—A. Something like \$1,100.

Q. \$1,104.45?—A. Yes; that was the first payment; I cannot say definitely whether this was the only amount paid.

Q. There is a letter of the 26th August, from Mr. Burgess, the Deputy Minister of the Interior, to Mr. Pearce, in which Mr. Burgess says:—

“As to the last two paragraphs of your letter, which have relation to the business of this department, and in which you make inquiry as to whether the Government will recognize your services in any way if you organize another colony of the same kind as that which you have already taken to the North-west from Parry Sound, I am authorized to say that for the same kind of colony (about 200 settlers) organized next spring, the Government would be prepared to pay to you personally the same remuneration as you have already received, namely \$150, with a per diem allowance of \$2.50 for each day in which you may be engaged in conducting and settling colonists in the North-west, not to exceed \$150 more.”—A. Of course that statement will show exactly for what the payments were made.

Q. That is an authorization of the 26th August for this work and for future payments?—A. Yes, I have no doubt it is.

Q. And in 1892 with these payments there were paid, as you say, other accounts. It is stated here that “the above item for expenses includes the sum of \$60, which was paid to Mr. Pearce for selecting locations for settlers.” That, of course, would be a legitimate payment without authorization. It is a duty of the men up there to perform?—A. Yes; but Mr. Pearce was not really in that position. He was not an officer of the department.

Q. Do you pay any but officers of the department?—A. Yes; we pay men who are familiar with the country, \$2 a day

Q. In this case Mr. Pearce was paid \$150 for an unauthorized piece of work?—A. He was paid for work similar to this only on a smaller scale.

Q. Unauthorized?—A. Yes; unauthorized when the work was performed.

Q. After that an authorization for succeeding work was made as appears by this letter, and he was paid.—A. Yes; and for removing people from one part of Canada to another.

Public Accounts Committee.

Q. But there does not appear to have been any payment to any railway organization for tickets for settlers, or the carriage of settlers or anything of that kind?—  
A. No; not from that statement.

*Exhibit A.*

LETTER OF CREDIT CHEQUE.

1897-8.  
No. 5106.  
\$8,000.

DEPARTMENT OF THE INTERIOR, CANADA,  
OTTAWA, 28th July, 1897.

Immigration.

Pay to the order of the Quebec and Lake St. John Railway, the sum of Eight thousand dollars, being a payment authorized by O. C., 17th July, 1897, to aid the company in their efforts in connection with the repatriation and colonization of Canadians during the past two years.

JAS. A. SMART,  
*Deputy of the Minister of the Interior.*

J. A. VIVAU,  
*Accountant to the Bank of Montreal.*

Credit Quebec Branch.  
Bank of Montreal. Paid 2nd Aug., 1897.

61 Victoria.

Appendix (No. 3.)

A. 1898

# REPORT

OF THE

SELECT STANDING COMMITTEE

ON

# AGRICULTURE AND COLONIZATION

THIRD SESSION, EIGHTH PARLIAMENT

1898

*PRINTED BY ORDER OF PARLIAMENT*



OTTAWA

PRINTED BY S. F. DAWSON, PRINTER TO THE QUEEN'S MOST  
EXCELLENT MAJESTY

1898



# Agriculture and Colonization.

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## THE COMMITTEE.

(THOMAS BAIN, Esq., *Chairman.*)

Messieurs :

Bain,	Lewis,
Basinet,	Macdonald ( <i>King's</i> )
Beith,	Macdonell,
Bell ( <i>Addington</i> ),	Mackie,
Bell ( <i>Pictou</i> ),	MacLaren,
Bergeron,	McCormick,
Bernier,	McGregor,
Blanchard,	McGugan,
Bostock,	McHugh,
Bourassa,	McInnes,
Bourbonnais,	McLennan ( <i>Glengarry</i> ),
Broder,	McLennan ( <i>Inverness</i> ),
Burnett,	McMillan,
Calvert,	McMullen,
Campbell,	McNeill,
Cargill,	Marcotte,
Carscallen,	Martin,
Casey,	Maxwell,
Christie,	Meigs,
Clancy,	Montague,
Cochrane,	Moore,
Davin,	Morin,
Déchêne,	Morrison,
Douglas	Mulock,
Dugas,	Oliver,
Dupont,	Parnalee,
Dupré,	Pettet,
Dyment,	Pope,
Edwards,	Poupore,
Erb,	Proulx,
Featherston,	Ratz,
Ferguson,	Reid,
Fisher,	Richardson,
Frost,	Rinfret,
Gauthier,	Robinson,
Gibson,	Roche,
Gilmour,	Roddick,
Godbout,	Rogers,
Graham,	Rosamond,
Guay,	Rutherford,
Guillet,	Seagram,
Guité,	Semple,
Haley,	Sproule,
Harwood,	Stenson,
Henderson,	Stubbs,
Hodgins,	Sutherland,
Hughes,	Talbot,
Hurley,	Taylor,
Hutchison,	Tolmie,
Ingram,	Tucker,
Joly de Lotbinière ( <i>Sir Henri</i> ),	Turcot,
Lang,	Tyrwhitt,
La Rivière,	Wilson,
Legris,	Yeo.
Leduc,	

## Agriculture and Colonization.

# REPORT

The Select Standing Committee on Agriculture and Colonization present their Fifth and Final Report, as follows:—

The Committee have had under review matters affecting the interests of Agriculture throughout the Dominion of Canada, constituting the first division of their investigations; also, Immigration and Colonization were considered, and formed Fifth and Final Report, as follows:—

Under the head of Agriculture, the following witnesses were examined in relation to the several branches included in their respective official spheres of labour. These were: Professor James W. Robertson, Commissioner of Agriculture and Dairying, and Mr. W. T. Crandall, Agent of the Department of Agriculture; together with the several officers stationed at the Central Experimental Farm, viz.: Mr. William Saunders, Director of the Dominion Experimental Farms; Mr. James Fletcher, Entomologist and Botanist; Mr. Frank J. Shutt, Chief Chemist; Mr. T. W. Macoun, Horticulturist; and Mr. A. G. Gilbert, Manager Poultry Branch.

On the subjects relating to the second division—Immigration and Colonization—Mr. J. A. Smart, Deputy Minister of Interior, was heard in evidence.

### GOVERNMENT ASSISTANCE TO AGRICULTURE.

Mr. James W. Robertson, Commissioner of Agriculture and Dairying, appeared before the Committee on five different dates, and submitted valuable evidence on the various branches of agriculture coming under his supervision as Commissioner to the Department of Agriculture.

On the occasion of his first appearance before the Committee, his evidence dealt mainly on the means by which the Department of Agriculture has given and is giving direct assistance to farmers, through (1) Dominion Dairy Stations, (2) Cold Storage, (3) by obtaining and furnishing information on markets for farm products, including a brief statement of his observations while on a visit to Great Britain and Ireland in 1897.

On the subsequent appearances by Mr. Robertson before the Committee, he submitted valuable evidence, furnishing details on various subjects of superlative interest to agriculture, in both the productive and commercial phases of the industry, viz.:—The establishment of Illustration Stations for farmers; the export trade in fruits, and on the trial shipment of tender fruits to Great Britain from Grimsby, Ontario; the poultry and egg trade, indicating how an extension of both might be made, with much advantage to the producers in Canada; the present

standing of the Dominion dairy stations and the directions in which they have promoted the interests of agriculture; and the value of cold storage when applied locally and to the export of readily perishable food products.

*Dominion Dairy Stations.*—Mr. Robertson detailed the objects in view in the establishment of these by the Department, and with other functions performed by them was, incidentally, that of dairy schools. At one station, St. Hyacinthe, Quebec, the average attendance for four years was two hundred and seventy-one pupils. He submitted tables showing the number of dairy stations under charge of the Department of Agriculture, in different years, and also stated that the Department had now withdrawn from that work, except in the North-west Territories. In the case of the Territories, a statement submitted shows that the dairy stations there, in 1897, were patronized by 1,148 farmers, and during the summer, up to the end of October, butter had been manufactured to the value of \$85,264, and shipments of butter from those creameries have been made to Japan with good prospects of the development of a large and profitable export trade. The dairy stations in the North-west have also given valuable service as illustration stations, in demonstrating the capabilities of these Territories to delegates representing possible or intending immigrants.

Shipments of butter have been also made from the dairy station at Nappan, Nova Scotia, to Bermuda and the West Indies, and, as a whole, the prospects for Canadian butter in outside markets, to the West and to the East, are good. Directions for the packing of butter, in the manner best adapted to the several markets, are fully furnished in Mr. Robertson's evidence, appended.

*Cold Storage.*—Upon this subject, Mr. Robertson furnished most valuable evidence, both as to the methods of providing cold storage and its value in practical application. In connection with the latter he instanced a case in which 267 barrels of early Fall apples, sent in cold storage, sold in Great Britain at an average of 18 shillings per barrel, while 325 barrels of the same lot, sent in the usual way, without cold storage, sold at an average of 8 shillings per barrel—63 per cent of the latter being reported as "wet" or "slack," when landed.

*Ocean Transports.*—He said the Department was now in correspondence with Steamship Companies in order to perfect arrangements, of which he gave details, with a view to securing an enlargement of the cold storage system, by means of improved methods of keeping cold the holds of ships, to assist the export and arrival in good condition, of such products as apples, eggs, fruits and cheese; and he also furnished directions for the proper treatment of such products after landing.

In connection with the cold storage system on steamships, he made the important statement that it was most desirable to have the perishable food products from Canada landed in Great Britain regularly on stated days of the week, because regularity in delivery facilitates trade and helps to retain customers who can depend upon receiving a supply of butter, eggs, bacon or fruits every week in their season.

## Agriculture and Colonization.

*Creameries.*—On the matter of cold storage annexed to creameries, Mr. Robertson stated that sixty-nine creameries have availed themselves of the Government bonus in 1897, that a large number of applications for plans during the winter of this year had been received at the Department, and that the Minister of Agriculture had decided to continue the bonus for the current year, 1898.

*British Markets.*—The Commissioner made a brief statement of his observations in the markets of Great Britain during his visit last year, stating that Canadian products are now being more generally sold under their own name, but that beef from Canadian-fed cattle is still often sold in the retail shops as “Best English,” or “Best Scotch” ; and that the finest British-made cheese sell for higher prices than Canadian cheese, mainly because the former are cured at a lower and more even temperature.

### ILLUSTRATION STATIONS.

Illustration Stations for Farmers, as authorized by the Minister of Agriculture, was a subject upon which Mr. Robertson furnished important information in detail, and as to the ends in view for their establishment, which he said were much of the same character in relation to the cultivation of the soil and the growth of crops, as the establishment of dairies under Government aid and supervision had filled in relation to the production of butter and cheese, viz., the production of larger quantities of improved quality, and with profits enhanced to the producers. They were intended, he said, to educate the farming population in their industry by furnishing examples of operations and results obtained.

He said that much greater progress had been made in Canada in the making and handling of animal products than in the growing of crops. That the average yield of most crops in Canada was not equal in quantity, per acre, to the same kinds of crop in Great Britain and France, but that he believed that through these illustration stations the practices of most of the farmers of this country could be so much improved as to result in a tremendous increase in the yields of crop. He cited France as an example. There over four thousand “example plots” are maintained by the Government, and these are acknowledged to have been very useful in improving the methods of agriculture in that country.

A perusal of Mr. Robertson’s evidence will furnish the details of the plan upon which it is proposed to conduct these illustration stations.

Also the statement to the Committee on the 4th May, by the Honourable Mr. Fisher, Minister of Agriculture, on his views and policy in relation to illustration stations and the objects intended to be accomplished through them, furnishes additional valuable information on this point of the Committee’s investigations.

Mr. W. T. Crandall, Agent of the Department of Agriculture, was before the Committee, and furnished information of importance to both farmers and exporters of Canadian animal products and fruits to Great Britain. His statements were

mainly in regard to comparative prices there realized for these classes of products from the Dominion, and those of other countries in competition. He made statements, also, of value in relation to the conditions of preparation, shipment and delivery of these products, necessary to insure them a ready reception at paying prices in the leading market cities of the British Islands.

#### THE DOMINION EXPERIMENTAL FARMS.

Mr. Saunders, Director of the Experimental Farms, submitted a large amount of evidence of much interest and value to the practical farmer whose aim it is to conserve and increase the fertility of his soil, and simultaneously increase the crop yield per acre. He stated there is a manifestly increasing interest on the part of agriculturists in the test work of the Experimental Farms, and a widely increasing desire to profit by them.

*Manures.*—The Director furnished interesting details of the experimental lines pursued upon the Dominion Farms, and supplied easily-understood directions on the methods of conducting these experiments. Experiments are still continued to ascertain the best methods of handling barn-yard manures; and also in ascertaining the value of green manures and artificial fertilizers. Of the two latter, clovers are found to take first place in fertilizing value.

*Fodder crops,* he said, continue as a subject of experimental investigation, and that the great value of Awnless Brome Grass, particularly on the prairies, might now be considered as established, especially as the experiments of last year demonstrated that it thrives on the saline soils of the North-west Territories, and there has arisen a general inquiry for it all over the Dominion.

*Cereals.*—Mr. Saunders presented a number of valuable facts in relation to tests made to ascertain the best species from among the various cereals, in point of productiveness and adaptation to given locations. This, he said, was the next point of importance to the farmer, following the fertility of the soil. He also exhibited varieties of grain, produced from cross breeding, and stated as his conclusions from repeated experiments in test growing, that some of these new varieties would prove valuable in agriculture, both as to quality and prolificness.

*Fattening Animals.*—Mr. Saunders furnished, also, very full details of experiments carried on at the Central Farm last year, in the lines of fattening groups of steers and hogs, respectively. The gain in weight by these groups, from stated rations, the effects of different kinds of rations and their comparative cost and results, all form matters of material interest towards aiding farmers to obtain the best results from feeding, at the minimum of cost.

#### SAN JOSE SCALE.

Mr. Fletcher, Dominion Entomologist and Botanist, in the course of his evidence, gave valuable information of practical use to all cultivators, whether of field

## Agriculture and Colonization.

or orchard, in reference to insect pests and how to overcome them. His evidence will be found to have dealt pretty fully with the recently-appeared fruit pest in Canada, known as the San José Scale, which he says is the most devastating to fruit trees that has yet appeared in this country. He strongly commended the legislation recently passed by this Parliament, to prohibit importation of fruit trees and nursery stock from States in which the San José Scale is known to prevail, adding that urgency demanded prompt legislative action to protect the fruit industry and to save the capital invested in it, within the Dominion. He said also that the nurserymen of Canada had proved equal to all demands made upon them for local supply, and that they had done so without undue increase in their prices. He gave also a presentation of the most efficient means and preparations to overcome this pest. His evidence constitutes a valuable economic guide to overcoming other crop pests, and to the preparation and application of insecticides.

### FERMENTATION OF MANURES—FERTILIZATION.

Mr. Shutt, Chief Chemist at the Central Farm, was examined by the Committee on the elementary constituents and the handling of barn-yard manure and other fertilizing media, and the changes produced in the relative quantities of the normal element present, produced by fermentation under cover, and also by exposure, by which the agricultural value of these manures is affected. The information furnished by the Chemist under this head of inquiry is of much practical value to farmers.

He also submitted samples of a recently-discovered product extracted by chemical process from the nodules of leguminous plants, and applicable as a fertilizer to either the seeds of plants or to the soil.

### FORESTRY.

Mr. Macoun, Horticulturist, was examined in relation to the success of the trial cultivation of forest trees, on the Central Farm. He produced numerous specimens of woods which showed a healthy and rapid growth, and which demonstrated that in Eastern Canada, at least, many of the woods esteemed valuable for manufacturing purposes as well as coarser grained species useful for fencing, shelter-belts and ornamentation can be grown with success. His explanations of the methods employed at the Central Farm in the department of tree cultivation will be found useful at the present time, when attention to general and domestic forestry is being attracted, over a large portion of the Dominion.

### POULTRY RAISING FOR THE MARKETS.

Mr. Gilbert, Manager of the Poultry Branch at the Central Farm, was examined upon the work conducted under his direction, and he submitted evidence of value, as the result of some of his experiments of last year, in the direction of discovering the minimum of cost at which laying hens could be fed consistently with the conditions necessary to sustaining egg-producing power. He presented the

figures of cost and material of rations in this experiment, which considerably reduce the cost of egg production, by a lessened cost of rations.

This point, together with other information of practical value submitted by Mr. Gilbert, lends importance to his evidence in the direction of assisting farmers who are turning their attention to the opportunity now available for a vast expansion of the Canadian production of poultry and eggs, for export to Great Britain.

#### INCEPTION OF CO-OPERATIVE DAIRYING IN CANADA.

Mr. W. H. Lynch, a Canadian pioneer in improved methods of butter-making in private and public dairies, submitted an interesting statement of the steps that led to the development of the dairying industry in its early stages, that finally led to the present effective system of co-operative dairying which has proved so successful in the Dominion; and in view of the value of this document, as an historical record of the period, the Committee have annexed it to their report.

The Committee recommend that each member of the official staff at the Central Farm be granted five hundred copies, in pamphlet form, of his evidence referred to in this report, for his personal use in distribution.

#### IMMIGRATION AND COLONIZATION

Constituted the second division of the Committee's investigations, and Mr. James A. Smart, Deputy Minister of the Interior, submitted evidence on the means employed by the Department in Great Britain, Ireland and upon the continent of Europe, to promote emigration from these countries to Canada. The matters of interest in relation to this subject will be found stated in detail in Mr. Smart's evidence, hereto annexed.

The evidence laid before the Committee upon the various subjects which engaged their deliberations in the current Session of Parliament is hereto annexed as a part of this report.

All of which is respectfully submitted.

THOS. BAIN,  
*Chairman.*

House of Commons,  
6th June, 1898.

**Agriculture and Colonization.**

**T H E E V I D E N C E**

**P A R T I**

INCLUDING

**AGRICULTURE AND DAIRYING**

IN

**C A N A D A**





# Agriculture and Colonization.

COMMITTEE ROOM No. 46.

HOUSE OF COMMONS,

April 20th, 1898.

The Select Standing Committee on Agriculture and Colonization met at 11 a.m. to-day ; Mr. Bain, Chairman, presiding.

Mr. JAMES W. ROBERTSON, Commissioner of Agriculture and Dairying, was present by request of the Committee, and made the following statements :—

## GOVERNMENT ASSISTANCE TO FARM INTERESTS.

Mr. Chairman and Gentlemen of the Committee,—The Department of Agriculture is giving direct assistance to farmers in several ways. One of these is by carrying on investigations to find out the principles and methods that may be applied in their own work on their own places. Then the Department is also giving illustrations in various ways as to how these principles and methods can be carried on economically. Our Dominion dairy stations, from their very beginning, and in every province and territory, have been illustration stations—not research stations—to show the farmers how a particular thing can be done to get the best return in product at the lowest cost to themselves. The Department has added to that work a cold storage service, which is intended to furnish the best class of transportation facilities for perishable products. The Department has also been looking into markets for these products and by trial shipments finding out how much might be gotten back for the farmers, for kinds of products that they have not been sending to these places. The imparting of information to the farmers about these markets and the conditions existing in them has been done to make their labour on their farms more profitable to themselves. That leads me this morning, to give a very brief summary and review of the illustration work of the Department in connection with the dairy stations.

I would like to make it quite clear at the beginning that an illustration station is different from a research or experimental station. The Government, all governments, maintain research stations for finding out things; these have to be conducted in scientific ways, and the work carried on regardless of expense, so far as immediate revenues are concerned; but that is quite different from the work of illustration stations, which are always to be conducted with an eye to the cost and the revenue, conducted for a return, and an immediate return at that. Dominion dairy stations which are illustration stations—not research stations to

find out things, but illustration stations—have been provided so that what we know can be put into operation and produce a return at once. I will not burden my statement with many details. Dominion dairy stations were started for a definite purpose; we had a particular plan and object in view. The first object was to introduce the making of butter through the winter at cheese factories; the second object was to introduce co-operative dairying in large districts where the farmers did not know how to conduct that system; and the third object was to grade up the quality of butter and cheese in all the provinces. Working towards the realization of that plan, these have been the results so far:

We are now out of that business in Eastern Canada, excepting that we have one little station at Nappan, Nova Scotia. The Department has done what it started out to do, with the result that this winter there were running in Canada more than 150 creameries, making butter all winter and turning out about \$10,000 worth of butter, each. The Department has no further expense in that work. The illustrations were so successfully carried out that they resulted in that short time in founding an industry which must become increasingly profitable to the farmers throughout Canada.

#### DAIRY SCHOOLS.

The dairy stations were used also, incidentally, for dairy school purposes. Particularly in Quebec was that kind of work needed—not schools to impart general information or even to turn out men who would be skilled or learned in what you might call dairy or agricultural lore, but schools where a man would have object lessons, illustration schools where he would see for a short time in practical operation the best methods of carrying on his work. To indicate the success of this work in Quebec, I may say that at the school of St. Hyacinthe there were, during 1892-93, the first year of that work, 214 pupils; 1893-94, 268 pupils; 1894-95, 328 pupils; 1895-96, 274 pupils. Since that time the Department has dropped that work and given it over to the charge of the Provincial Dairymen's Association. After having got it well going, and it perhaps would not have been started at all otherwise, the Department properly leaves to the provincial authorities the provincial work of education. That was an incidental work of the dairy stations. They were not organized for that purpose because we had a specific object in view, but, as the opportunity for doing other good work presented itself, we availed ourselves of it and tried to do that work.

#### PROGRESS OF CO-OPERATIVE DAIRYING UNDER GOVERNMENT SUPERVISION.

An effort was made to introduce co-operative dairying in the provinces where that had not been carried on before. That work was taken up in all parts of Canada, and perhaps a summary of the operations in Prince Edward Island will show what was done and how the Department can easily do a lot of work, and then, at the proper time, drop it. I am saying this because I think a great many Members of Parliament have a feeling that when a new plan is adopted by which the Government can give assistance to farmers, the country is being saddled permanently with expenses which may go on increasing from year to year. On the contrary, I may tell you that a good deal of this work need not be always maintained by the Government. When we have completed a certain work, have stuck to and followed out the plan laid down, the country may have confidence that when any further new plan has been proposed, it will be carried through to a successful conclusion. I beg to submit the following statement:—

## Agriculture and Colonization.

STATEMENT showing Progress of Dairying in Prince Edward Island in Stations under control of the Department of Agriculture.

Year.	No. of Stations.	No. of Patrons.	Lbs. of Butter made.	Lbs. of Cheese made.	Value of Product.
<i>Summer Season.</i>					\$ cts.
1892 .....	1	143	.....	63,018	6,381 98
1893 .....	11	1,187	.....	457,224	48,168 79
1894 .....	18	1,505	44,512	802,418	86,242 78
1895 .....	30	2,957	68,664	1,737,269	159,650 47
1896 .....	13	739	.....	336,289	30,885 81
1897 .....	0	.....	.....	.....	.....
<i>Winter Season.</i>					
1894-95 .....	3	206	28,991	.....	5,989 26
1895-96 .....	5	650	108,016	.....	21,053 98
1896-97 .....	*11	646	97,704	.....	18,588 65
1897-98 .....	0	.....	.....	.....	.....

\* Nine of these were separating stations only.

In 1897 there were no dairy stations managed by the Government in Prince Edward Island, but the people themselves carried on these cheese factories and creameries. They turned out about 40,000 boxes of cheese and had in operation themselves this past winter no less than 19 creameries running all winter, on a sound commercial basis.

A similar work was begun in regard to winter dairying in Prince Edward Island in 1894. The Department has dropped out of that also with the result I have mentioned, of there being no less than 19 creameries in operation during the whole of last winter. That is a very fair record of work for one province since 1892.

*By Mr. Macdonald (King's) :*

Q. Have you the value of the output for each factory?

A. I have not the value, but I assume that the value of the output of the factories for the year would be about \$250,000. I have no means of getting the figures as to the output, because we have now no responsibility for these factories.

### GOVERNMENT DAIRIES TO ASSIST FARMERS OF THE NORTH-WEST TERRITORIES.

That work led to the application of a similar system of giving assistance to farmers in the North-west Territories. That work has been very successful in the Territories, considering all the drawbacks. Last season there were in operation in the Territories 16 fully equipped creameries. I shall put in the following statement:—

## SUMMARY of the Business for the Season of 1897 at the Dominion Experimental Dairy Stations in the North-west Territories.

Name of Station.	No. of Patrons.	Inches of Cream supplied.	Lbs. of Milk supplied.	Lbs. of Butter manufactured.	Average price realized at the Creamery.	Net Value of Butter to Patrons per lb.	Manufacturing charge per lb.	No. of Days in operation.	Gross Value of Product.
					Cts.	Cts.	Cts.		¢ cts.
Calgary.....	31	7,065	168,957	14,071	19 4	15 4	4	143	2,729 86
Edmonton.....	90	13,901	327,451	27,364	17 62	12 68	4	148	4,840 26
Grenfell.....	80	35,319	.....	39,706	17 64	11 50	4	120	7,047 20
Indian Head.....	61	20,362	.....	22,715	17 33	13 43	4	156	3,959 21
Innisfail.....	81	19,143	390,645	38,621	18 87	13 91	4	150	7,304 36
Maple Creek.....	21	9,943	.....	9,921	20 28	12 72	4	100	2,033 99
Moosejaw.....	57	35,277	191,077	49,265	17 86	14 04	4	168	3,887 74
Moosomin.....	113	35,331	.....	31,583	17 48	12 68	4	135	5,586 09
Prince Albert.....	43	8,601	261,891	20,104	16 95	12 95	4	144	3,409 34
Qu'Appelle.....	97	27,020	.....	25,960	18 52	13 52	4	127	4,808 85
Red Deer.....	66	22,079	225,067	30,148	18 59	14 70	4	150	5,639 83
Regina.....	74	31,864	.....	30,502	17 56	13 65	4	150	5,383 63
Wetaskiwin.....	47	2,669	342,980	17,691	18 49	13 68	4	122	3,306 43
Whitewood.....	131	48,908	.....	46,871	17 77	10 50	4	120	8,340 03
Wolseley.....	47	5,888	339,330	20,029	17 93	13 09	4	122	3,624 91
Yorkton.....	109	54,586	.....	49,352	16 74	9 94	4	144	8,362 48

We had experimental dairy stations at Calgary, Edmonton, Grenfell, Indian Head, Innisfail, Maple Creek, Moose Jaw, Moosomin, Prince Albert, Qu'Appelle, Red Deer, Regina, Wetaskiwin, Whitewood, Wolseley and Yorkton, at which we had in all 1,148 patrons. These turned out creamery butter up to the end of October to the value of \$85,264. The prices of dairy butter were good and farmers sold dairy butter readily, all the way from 18 cents to 25 cents, whereas two years ago, when butter sold readily down here, it was not more than seven or eight cents a pound out there.

*By Mr. McGregor :*

Q. Do the gold fields take to that butter?

A. Yes; but they prefer creamery. Incidentally, the sale of dairy butter is important, as men owning dairy farms write to friends and say "We get so much." In that way information about that country as a dairy country, and the localities suitable for cattle, gets conveyed abroad. To each of the patrons of these creameries we send a statement of business, which shows every farmer's account, and he learns what every other farmer's herd realized. These statements are of great educational value. If one man's yield of butter is smaller than others, he looks after getting better cows and giving them better management.

I sent trial shipments from the creameries to Great Britain, partly to test the market and partly to advertise the country. The results in that latter sense were satisfactory though the prices were not, for the reason that in England, owing to the engineers' strike and the mild weather of last fall, prices dropped four cents a pound while our butter was on the ocean. Canadian creamery sold better last winter, in proportion to Danish, than ever before. In January the quotations of the Danish were from 98 shillings to 104 shillings, while Canadian were from 98 shillings to 102 shillings. Four years ago our butter was 20 shillings below theirs.

Q. I saw there had been a shipment from St. Mary's which brought one and sixpence above the best Danish.

## Agriculture and Colonization.

A. That is very satisfactory. A circular letter was sent to the patrons of all creameries giving a summary of all the business; and from the reports I have received the business was satisfactory to the farmers with the exception of two creameries where they expected more than they got, but even there they could not have got more than they did. We expect to get more this year. We are running two creameries all winter in Alberta to get winter dairying founded, and the farmers are thoroughly satisfied with their operation.

### BUTTER FOR JAPAN AND WEST INDIES.

We have been shipping butter to Japan, from them, and the last letter which I received—it was last week—from a large firm in Yokohama, tells of the result, and I will read it to the Committee. They say: “The butter in boxes ex-‘Empress of India’ is excellent, and if you send us the same quality in tins we can do most of the butter trade in Japan. We trust that the packers will send nothing but the best quality, otherwise the trade will be lost. I may remark for your information, that after twenty years’ experience we find that butter packed in tins, hermetically sealed, arrives in good condition; but if packed in so-called patent tins, which are opened by tearing off a strip of tin round the top, the butter is too frequently bad, owing to defective soldering of the strip. We should be glad to know the best time of year to order butter in tins and wood boxes. In wood boxes we can only order for our winter trade, say October to April, and in tins for the summer, May to September.” Another firm in Kobe, Japan, writes as follows:—“Consignment per ‘Empress of China’ received in good order and disposed of at once. We shall be able to pay you your invoice price of 24 cents. If you feel disposed to send another shipment by next steamer, we should be pleased to receive the same, but are somewhat afraid of such large packages in warm weather.”

*By Mr. Calvert :*

Q. How much was the net price?

A. The price I have given you was net. Butter tins cost about 3 cents a pound for small sizes in addition to the cost of an ordinary package. These are better than the ordinary packages, and they are very satisfactory. Here is five-pound tin, and I will spoil one of them to show the Committee how they are opened. With an instrument which is sent for that purpose the tin cover is punched through and pulled out. The slight bulging up of the centre loosens the tin all round and it slips out, whereas it cannot be pulled out or up by the edge. Other tins have the covers soldered on and the bottoms are put on by machinery after the butter is filled in from the bottom. This other style, with pressed-in cover, will be satisfactory for the Klondike trade, but they stick so to forms over in Japan that it would not be wise to risk using them for that trade, for the present, at all events.

*By Mr. McNeill :*

Q. What did you say it would net per pound in tins in Japan?

A. The winter price was 26 cents, 25 cents and 24 cents a pound put on the cars at Calgary station.

*By Mr. MacLaren :*

Q. What sized packages do you use?

A. We put the butter up in 14-lb. and 28-lb. wooden boxes, and they please well in winter; but in summer the warm weather brings a risk of the butter being melted, and we use tins of 2, 5 and 10-lb. sizes.

*By Mr. Clancy :*

Q. How is the butter put in?

A. It is packed in, with a circle of butter paper in the bottom and over the top.

*By Mr. MacLaren :*

Q. Have they a system of cold storage?

A. Yes; but there is little cold storage in Japan, and when being distributed the butter gets damaged if not in tin packages. They prefer small packages. These packages also do well for butter sold to miners, as they can throw them in the bottom of the creek, and the butter keeps well all summer. We are putting up a lot of butter that way.

SALES OF CREAMERY BUTTER IN THE BRITISH WEST INDIA ISLANDS.

*By Mr. McMillan :*

Q. Have you any knowledge of the markets in the West Indies ?

A. We sent some from the dairy station in Nova Scotia last year to Bermuda, and I have a letter from a merchant there which I have just received. He says: "Herewith I beg to enclose you cheque for \$69, being amount of bill of butter shipped from Nappan station." This butter brought 24 cents, 23 cents and 22 cents a pound. He continues: "This butter turned out very satisfactorily, and as soon as new butter is being made I would like to commence a regular trade for it. Mr. S. C. Logan writes me from Nappan station asking me to advise as to the requirements of the market as to salt and colour. I may say that the colour of this is very satisfactory, but I hardly think that it was quite salt enough. This, however, is a point which has to be very carefully guarded, because if too much salt is put in, it would not be satisfactory to the consumers, but there is a medium which, if carefully observed, meets the requirements of the place very well." We also sent some to Kingston, Jamaica. The Maritime provinces are in a fair way to get that trade with the West Indies.

*By the Chairman :*

Q. Where is the butter shipped from?

A. Halifax. They get the very best Danish by way of England.

DAIRY STATIONS COMMENDING THE COUNTRY.

There is one thing more about dairy stations I wish to bring to your attention. Where dairy stations are doing this work in the way of increasing production and extending a knowledge of the best methods of making butter, they very often serve this other turn also; and to show what I mean I will read a paragraph from a Calgary paper, which came in last week, recounting the visit of the representatives of 1,000 families looking over Alberta to see whether it was suitable for settlement. After visiting the creamery at Calgary, managed by the Government, the article says this: "Their next visit was to the creamery and cold storage, where the superintendent, Mr. MacDonald, took them in hand and explained thoroughly the Government system of working the creameries and the success that had been achieved during the last season, where the butter was marketed, &c., &c., and that the patrons had received 15¼ cents net for their butter."

## Agriculture and Colonization.

*By Mr. McMullen :*

Q. They were from the States?

A. Yes, from Kansas and Nebraska. The article continues: " They pronounced the creamery and cold storage the best they had ever seen, and very far ahead of any in operation in their country. A number of their friends will, when they come here, go largely into the dairying business, and they were delighted to know that it was on such a favourable and solid basis. They were thoroughly convinced that Mr. MacDonald, besides being courteous and obliging, was thoroughly master of his business." It is of interest to anyone visiting the country to see a business in actual operation, giving farmers as good revenue as in any part of Canada.

*By Mr. Clancy :*

Q. Are these creameries side by side with the cheese factories?

A. There are no cheese factories in the North-west Territories. Many of those creameries now managed by the Government were started by private enterprise and afterwards got stuck and broke down. They got into a bad financial condition. The men who started first had little experience, got into a poor way, and the farmers were afraid that their money would be taken to pay other people's debts. When the Government took hold, however, the farmers readily agreed to send all the milk they had, because there was no danger of loss. Once these creameries were put on their feet, the farmers were no longer afraid to patronize them.

*By Mr. Talbot :*

Q. Does 4 cents a pound for butter cover all your expenses?

A. It does in the large creameries, and leaves a balance to the company; but not in the smaller ones. Last year, particularly, the expense was very large, because in some instances we did not start until July; there was a very small make, and we had all the expenses of a butter-maker to meet. In some instances, the revenue from manufacturing charges met expenses, but the small creameries entailed a loss.

*By an hon. Member :*

Q. How long were these kept in operation?

A. Until about the middle of October; two were in operation all winter. The dairy season in Assiniboia can be said to last from the end of April until the middle of October. In Alberta they will run all winter.

*By Mr. Calvert :*

Q. Do you follow the practice of the Danish butter, which is put up in smaller packages?

A. Not for butter that goes to England. The Danish is put up in 112-lb. firkins, lined with cloth inside. Our square boxes have been found better than the Danish firkins. They hold 56 lbs. net.

### COLD STORAGE IN AID OF EXPORT TRADE.

The next matter I wish to bring before the Committee is that of cold storage, that is the system of providing safe transportation for our perishable products. I need not detain the Committee with a long explanation of this. I think the public are in possession of as much information as they can use as to how to construct and manage cold storage warehouses. In my annual report, I have put illustrations of cold



storage buildings, from the small ice-house for the farmer up to the large cold storage warehouse for the merchant, with full details in each case, so that they can build from the drawings. Merchants who have been holding perishable products in poorly-constructed cold storage buildings have complained of dampness; and we have given them information how to keep their cold storage buildings dry and cold. In the cold storage buildings at the creameries there is no trouble in keeping the temperature in summer at 34 degrees Fahr., and the walls so dry that a man may strike a match anywhere on the floor. In my report I point out clearly the methods by which the building is kept dry. It should be dry. Explanations and line-cut drawings are printed in full in the report.

*By Mr. Calvert :*

Q. How are these to be distributed?

A. We have had no general distribution yet. We have sent out blue prints only, and those only in reply to applications for them. We have a mailing list for the report with about 15,000 names; and in former years the Committee have recommended an extra edition for use of Members of Parliament.

*By Mr. McMillan :*

Q. What is the best material to put into a cold storage building ?

A. Spruce and odorless paper for insulation. The best insulating substance is still air, and we use the paper to confine it within the hollow spaces in the walls and to prevent circulation. The best odorless lumber is spruce.

Q. Have you ever tried cement ?

A. No; that would require further insulation by hollow spaces inside. There must be at least two hollow spaces in the walls. That the building can be managed without waste, the insulation must be thorough.

Q. We found last year that cement buildings would keep out frost and that a cement building would keep out heat?

A. Take this illustration. To build a cold storage building with regard to economy, the room must be large enough to hold half a carload of butter. This is cooled by ice. The great loss is from the penetration of heat from the outside. Seven-eighths of the ice will be consumed in taking up the heat which comes through the walls; and only one-eighth will be required to cool the butter in the building. Ice has a wonderful cooling power; and in melting, a great capacity for absorbing heat. Take a pound of water at a temperature of 32° and a pound of water at 142°. Put these together and you get exactly an average of the two, 32° and 142°, viz., 87°. Take a pound of ice at 32° and put it in a pound of water at 142°, and when the ice is melted the temperature will be 32°. The water has not raised the temperature at all. In changing from a liquid to a solid it gives off heat; and in changing from a solid to a liquid it absorbs heat.

*By the Chairman :*

Q. What has been the cause of the most conspicuous failures in putting up cold storage buildings?

A. Failure to effectually insulate the chamber. Any warm air from outside will deposit moisture on the walls and produce dampness.

*By Mr. McGregor :*

Q. If you went in from the top would it not be better?

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A. The cold storage should not be ventilated at all; there should be no provision for letting warm air into a cold storage building.

Q. But if a person wanted to enter the room, would it not be better to go in from the top?

A. The best way to protect the building from the admission of warm air is to have a receiving door or ante-chamber, so that the inside door would be closed when the outside door was open. The door of the cold storage room should be a foot above the floor, and a heavy curtain of canvas should be hung in the doorway so that a person passing in or out could push that aside. This would check the exit of cold air and the entrance of warm air. When warm air gets into the cold storage room it produces dampness.

Cold storage on steamships, largely, with other cold storage service, has resulted in this,—that while in 1894 the shipments from Montreal were 32,000 odd packages of butter, last season the shipments were 220,000 packages of butter.

### EARLY APPLES IN COLD STORAGE.

In regard to the use of cold storage for the shipment of other products, let me give this one illustration: A shipment of early soft apples that would not have kept well was made from western Ontario early in the season. There were 592 barrels in the lot; 267 of these barrels were sent in cold storage and the remainder, 325 barrels, were sent in the usual way, without cold storage. Let me explain this point. I am not speaking of late fall or winter apples; I am referring to perishable apples that do not keep long, but which can have a good market in England. These apples which went in cold storage brought 18 shillings a barrel, and there were no damaged barrels in the lot—none reported wet or slack. Of the 325 barrels that went, not in cold storage the average price was 8 shillings a barrel, and no less than 205 barrels were reported back, "wet or slack," or 63 per cent. The salesmen in England said that they were badly packed. The complaint in England all along has been that apples are badly packed.

Q. You said they were taken from the same orchard?

A. Yes, but the salesmen said the packing was the cause of their condition. As a matter of fact, the injury is not done in the packing, but in the shipping. These apples were put in a warm hold where they got warm and slack. This is a simple instance of the possibilities of cold storage on ships for carrying early fall apples.

*By Mr. McNeill :*

Q. What prices were received for the different lots?

A. Those that went in cold storage brought 18 shillings, and those not in cold storage, 8 shillings a barrel. These prices were not so high as those obtained for later shipments of winter apples which were of a better variety.

Q. What was the variety of the shipment to which you referred?

A. I do not know that.

Q. What was the difference in the cost of shipment between those in cold storage, and those out of cold storage?

A. Twenty-three cents a barrel.

*By Mr. Clancy :*

Q. Were those sold at a low price in bad condition?

A. Yes, in the proportion of 63 per cent being reported back, as "wet and slack." There was no damage from breaking at all. I think at least 30 per cent of all the apples that have gone from Montreal in past years have been reported back like that, and the fruit packers and shippers have said: "These men over there are thieves, because our apples are packed all alike and there should not be any wet or slack apples in ours." They could not understand how it occurred. The injury is caused between the point of shipment here and the destination, and by removing the cause of that injury the shipments will arrive in better condition.

*By Mr. Rogers :*

Q. Was the cold storage space all taken at the time that shipment was made?

A. At that time of the year it was all taken. There has been great difficulty in securing space in August and September. There is a great congestion of traffic for cold storage in these two months.

#### VENTILATED COOL STORAGE.

*By Mr. McGregor :*

Q. Are they proposing to increase the space?

A. Some of the steamship companies are enlarging their space, and the Government has arranged for four new steamships from Montreal. With the view of making provision for later shipments of apples, a circular letter was sent to the steamship agents in regard to the ventilation of the holds of their vessels. It was suggested that they should provide ventilating shafts to the bottom of the holds, and electric fans, in order to suck the air out through the top. For late apples I think this is as good as cold storage—keeping the hold of the vessel at a temperature of 40 or 50 degrees. One thing that has received attention is the treatment of products after they have left the cold storage compartments. One shipper who had sent eggs across in cold storage was informed that they looked sooty when they came out. That shipper sent word across to his consignees in England to keep the eggs closed up in the cases for two days after they came out of the cold storage. When taken out of the cold storage immediately the surface of the eggs became coated with moisture, condensed from the air, which produced discoloration. These eggs were reported as sweating from within, but the fact is that there was simply a condensation on the outside of the eggs. Shippers were advised to keep the cases closed for two days after being removed from cold storage; and after that they were found to be in faultless condition. Mr. Wilson, of Seaforth, one of the largest egg shippers said that there was not a single complaint when that practice was followed.

*By Mr. MacLaren :*

Q. In putting the eggs into cold storage would that apply; do you think it is advisable to place them in the cold storage at once?

A. I think it would be a good plan to put them in a cooling room for a day and then put them into the cold storage.

## Agriculture and Colonization.

*By Mr. McMillan:*

Q. Is it not a fact that instances have occurred that the temperature was so low that the eggs became partially frozen during shipment?

A. It is so reported, and that was the cause of nearly the total loss of one of our trial shipments of fruit. It went with a shipment of eggs. A former shipment of eggs had been reported as arriving with some of the cases frozen. When the steamer was leaving the wharf instructions were sent to the engineer to take no risk on those eggs, and to keep the temperature of the cold storage at 48° Fahr. That practically spoiled the tender fruits.

*By Mr. Rogers :*

Q. Have you made any trial shipments of meat in cold storage?

A. One shipment of beef went on the steamer I crossed by last year, but I will touch on that later. Butter and fruit and eggs are three things the packages of which should be kept closed for one or two days after being taken out of cold storage, otherwise condensation spoils the surface, and it is by the surface appearance and condition that they are tested.

### COLD STORAGE ARRANGEMENTS FOR OCEAN TRANSPORT.

I now come to cold storage on steamers. We have cold storage on seventeen steamers sailing from the port of Montreal, to Bristol, to London, to Liverpool, almost weekly, and it will be weekly this year by an additional steamer being put on to Liverpool and to Glasgow fortnightly. Arrangements are being made for three steamships from Halifax and St. John. Last summer they would have been put on but they could not get the machinery for them owing to the engineers' strike. Then there is the "Beta" plying from Halifax to the West Indies. In steamship service, what is needed most in addition to cold storage is regularity in delivery in Great Britain, not so much the getting of our products there sooner or later, but getting them there on the same day of the week, every week. It was only yesterday that I had a merchant in to see me who is over here looking for business, and he said to me that one thing they found difficult was to get Canadian goods in Canadian vessels to arrive on a known day; and so they ordered their goods to come by New York.

*By Mr. Wilson :*

Q. There would be a difficulty any way ?

A. No, because from New York they land their goods on Tuesday or Thursday every time. I may say this, without breach of faith, that the William Davies Packing Company, of Toronto, the largest pork packing firm in Canada, send, weekly, one train load of bacon by way of New York because they are accustomed to have them arrive on a certain day in the week.

Q. Have strong representations been made to our shippers to that effect?

A. Last year there were.

Q. What reason was given for their not doing so?

A. They had several reasons.

MR. McMILLAN :—Fog is one reason.

MR. WILSON :—There is no reason why it should cause a delay.

The MINISTER OF AGRICULTURE :—The facilities in Montreal for loading are not sufficient ; that is the largest reason.

COLD STORAGE ON RAILWAYS.

Mr. ROBERTSON :—The next point in relation to cold storage is that provided on the railways. We have ten routes on the Canadian Pacific Railway, and eight on the Grand Trunk Railway leading to Montreal. The financial arrangements are, in brief, that the railway companies have a guarantee from us that every car shall earn two-thirds of a carload rate, and then every shipper along the line can get his products carried at the usual less-than-carload rates. The earnings on freight carried are deducted from what would be two-thirds of a carload rate, and the Government pays only the difference. On some of the routes the Government has no responsibility now, as they are self-sustaining; but on others the Government still has to pay something. It is not possible, apparently, to get business until these cold storage facilities are given.

*By Mr. Wilson :*

Q. Has the loss been heavy?

A. The payment to the Canadian Pacific Railway in 1896, was \$805.08; and to the Grand Trunk Railway about \$250 more. The accounts for 1897 are not settled yet.

*By the Chairman :*

Q. And they find their own cars?

A. Yes.

Q. And control the kind of cars?

A. Yes. All we did was to give them plans by which they could alter common cars into cold storage cars, and they did so with a number of cars. That cost them about \$200 per car. The Government keeps a cold storage inspector at Montreal and he examines the refrigerator cars and contents. We had complaints that sometimes there was not enough ice in the ice-chamber, or that the doors had been open; and the result of the appointment of this inspector has been very satisfactory.

*By Mr. McMillan :*

Q. It is an important point that goods by Canadian lines should be landed upon the same day as via New York; is anything being done in that regard?

A. This will be done. Some of the companies are now keeping cold storage warehouses on the wharfs at Liverpool, and also at Bristol, and they can get shipments in one day ahead sometimes and keep them there. It is only in the last few years that this great demand for regularity of arrival has arisen in England, and the demand that goods should arrive on the same day every week. The vessels which are supplying cold storage are: To Bristol, the Elder-Dempster line; to London, the Allan and Thomson lines; to Liverpool, a joint service by the Allan and Dominion lines; to Glasgow, a joint service by the Allan and Donaldson lines; and the service from Halifax and St. John will be by the Furness line.

*By Mr. McNeill :*

Q. Do I understand you to say that for soft early apples there is a big market in England, in cold storage?

A. I do; there was a capital demand.

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### COLD STORAGE AT CREAMERIES.

Then another part of the cold storage service is that of assisting the owners to put up cold storage chambers at their creameries. It is no use having cold storage cars on the railways and cold storage chambers on steamships, unless the butter is kept in good condition from the time it is made until it is put upon the market, and so illustrations and plans have been given, showing the methods of improving and of putting up cold storage chambers. Last year the bonus was paid to sixty-nine creameries.

*By Mr. Wilson :*

Q. Out of how many ?

A. There are some 300 altogether, I think, and Quebec has the largest share of them. A bonus of this character was offered, amounting to \$100, of which \$50 was payable the first year and \$25 in each of two succeeding years if the owner kept the building in use, and according to regulations. It is hard to get a new thing into practice, or even to have it understood; and so, by sending out circulars, just sixty-nine availed themselves of the information last year. But there were 107 applications from Quebec alone, by the end of November last, asking for information.

*By Mr. Parmalee :*

Q. These will get the full bonus?

A. Yes, they will get the full bonus, if they fulfil the conditions. They will receive \$50, and \$25 a year in two succeeding years. By the end of this year we expect that more than two-thirds of the creameries will have put in cold storage.

*By Mr. MacLaren :*

Q. Have you any system of keeping butter cool between the creameries and the stations; that is a place where it is often injured?

A. The only thing we did was to send notice to the creamery owners to bag the boxes and cover them in the wagons. With canvas bags on the boxes and wooden boxes on the butter it should stand two hours' exposure, at a summer temperature, without harm.

Mr. TALBOT :—We treat our butter that way in Quebec.

*By Mr. McMillan :*

Q. Seeing the benefit of these bonuses in encouraging the construction of cold storage in creameries it would be well to extend it for another year?

A. It has been extended for this year.

*By Mr. Wilson :*

Q. These people will have to use the cold storage at their creameries to get the full bonus?

A. Yes, they get \$50 at once if they provide it, and the rest in two payments of \$25 each. Each creamery owner must send in a report of the daily temperature.

Q. He keeps a record, and how often does he send it in ?

A. At the end of every month.

*By Mr. Stenson :*

Q. Only sixty-nine creameries have taken advantage of this bonus?

A. Sixty-nine had cold storage in operation at the end of 1897 and were paid the bonus, but this last winter some 140 altogether have applied for plans, saying that they were going to put cold storage in.

Q. That is apart from these sixty-nine?

A. Yes.

Q. And the total number of creameries is about 300?

A. Yes. They are mostly in Quebec, and some sometimes make butter and sometimes cheese.

Q. So that nearly the whole number made application?

A. I think by the end of 1898 that two-thirds of all the creameries in Canada will have cold storage rooms in use. Then, to complete the chain from the railway to the steamships there was a cold storage guarantee for a warehouse at the different ports. Quebec was the only port that availed itself of the offer. Nothing was done at Halifax, Charlottetown or St. John.

Q. Have they a cold storage building at Quebec?

A. Yes.

Q. And in Montreal?

A. Yes, Montreal has sufficient cold storage accommodation.

*By Mr. McMillan :*

Q. What is the difference in the price of butter at the creamery with cold storage and at creameries that ship without cold storage?

A. I have no means of getting at that, except that the Montreal buyers insist on creameries having cold storage even if they ship every week.

Mr. McMILLAN :—I am told that a shipper averages 1½ cents a pound more for his butter on account of having cold storage.

Mr. ROBERTSON :—Butter begins to change from the time it is one day old, if it is kept warm; when it is kept at a low temperature, the different forms of low life in the butter cannot act.

Q. How many make both butter and cheese?

A. Very few make both at the same time. There are between 150 and 165 creameries that make butter all winter, and most of them make cheese in summer. In addition to those there are about 300 creameries making butter in the summer.

*By Mr. Talbot :*

Q. Is the butter made in the winter as good as that made in the summer?

A. Butter made in winter can be made quite as nice, but more care is required. I have put directions in my report on winter dairying—instructions as full as possible, how to feed the cows, handle the milk, make the butter, and so forth.

*By Mr. McNeill :*

Q. How much can an ordinary farmer put up an ice-house for in which to cool his own milk?

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A. A cold storage building to hold twenty tons of ice, with a cold storage chamber fit to hold the milk, and about a ton of products, would cost, complete, about \$120.

*By Mr. Wilson :*

Q. Is that the kind you give a bonus for?

A. No. We give a bonus for a creamery only.

Q. Could you put up a building similar to what you give a bonus for, for the same price?

A. No, because that would require about 50 tons of ice instead of about 20 tons, and a creamery would need enough space to hold about 5,000 pounds of butter. The other building is similar to a small skimming station.

*By Mr. McNeill :*

Q. What would be the dimensions of that farm building ?

A. The dimensions would be about twenty-four by sixteen ; that is with ice in one end and cold storage in the other.

*By Mr. McMillan :*

Q. Does your report give an explanation of this building ?

A. Yes, we have gone to a little expense to make drawings and plans of buildings so as to have everything plain.

Q. Do you deal with a cheese factory also?

A. Yes, in a special bulletin.

Q. How about a refrigerator for groceries?

A. Yes; we have one suitable for that too. One end would have accommodation for about three carloads. We have plans for a building with ice overhead, suitable for holding two carloads of miscellaneous products.

Q. Have you any designs for small refrigerators?

A. Yes, we have what is meant for that purpose, with a capacity of less than a carload. We have the drawings, and if anybody wants them in the meantime, before the report is printed, we have blue prints and can send to anyone who really wants to use them.

*By Mr. Stenson :*

Q. As I understand, there are 300 creameries making nothing but butter, and 165 besides making butter and cheese ; that will be a total of 465?

A. Yes, that is, the two together ; but the figures are not exact, for the number of creameries varies from time to time. Of cheese factories, there are altogether in the Dominion about 2,700.

*By Mr. MacLaren :*

Q. What is the difference between the quantity of cheese produced in Ontario and the quantity produced in Quebec?

A. The quantity of cheese made in Quebec is now quite as large as the quantity made in Ontario.



Q. How is it with regard to butter?

A. The butter made in Quebec in creameries in the summer time is about three times as much as the butter made in Ontario. There are more than three times as many winter creameries in Ontario as in Quebec at the present time.

*By Mr. Clancy :*

Q. How do the proportions stand between that made in winter compared with summer?

A. Speaking subject to correction, I would say that butter made in creameries in Quebec in summer time would be about three and one-half times the quantity made in Ontario in winter creameries.

*By Mr. Calvert :*

Q. Is it a mistake to make cheese too early in the season?

A. I took the liberty of giving an interview to the press last week on that subject. One of the greatest mistakes dairymen could make this year would be to open cheese factories in April or May. I am of opinion that they should hold off till after May, and make butter, raise pigs and calves. They would get more money for their cheese than if they started the factories earlier.

*By Mr. MacLaren :*

Q. How long would you have the factories closed in that case?

A. We should keep cheese factories closed from the middle of October to the end of April as a rule.

*By Mr. Stenson :*

Q. What is the proportion of cheese made in Quebec?

A. I believe now that the quantity made in Quebec is a little larger than the quantity made in Ontario.

*By Mr. MacLaren :*

Q. That is within recent years?

A. Within the last four years, largely. I have made an examination of that in this way: I take the total exports from Canada, then I take the statistics of Ontario, which are pretty accurate. I take off the maritime provinces product and credit Quebec with the balance. In that way I find that Quebec turns out a little more than Ontario.

Q. We have better cheese factories?

A. Oh, yes, bigger ones.

*By Mr. Wilson :*

Q. You have said something about the proper care of butter from the day it is made. I understood you to have made the statement that you could keep butter without losing its flavour for two or three months, after its production, if properly kept?

A. Yes, it is quite possible to do that. If butter is to be kept for three months it should be kept at a temperature of 20 degrees Fahr., which is 12 below the freezing point of water. I had some butter made at Moose Jaw, N.W.T., in May of last year, and May butter is not supposed to be the best keeping butter; it is supposed

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to be about the worst for keeping purposes. That butter was put in cold storage and shipped to Montreal. I held it, instead of sending it on with the first shipment, until the last shipment at the end of October. Some of that butter was sold for 102 shillings in November, in the market in which the best price was 104 shillings.

I may add to what I have said in regard to cold storage, that the Government provided a cold storage building at Revelstoke, B.C., chiefly for the purpose of assisting the farmers of Manitoba and North-west Territories, and to facilitate the delivery of their products in the Kootenay country in good condition, and the results have been most satisfactory. It gave the Canadian dairymen an opportunity of sending butter and other things into the mining country. These used to come from Spokane Falls; and now some of the merchants themselves offer to lease the cold storage building there and take it off our hands. If desirable, that may be done this year or next year, it having served its purpose.

*By Mr. Sproule :*

Q. I understood you to say there were nine routes on the Canadian Pacific Railway on which cold storage cars were run ?

A. Ten, I think, on the Canadian Pacific Railway. I have not the list, but I will try and give them to you from memory. There is one from Windsor, Ont., to Montreal. There is one from Owen Sound and Teeswater on alternate weeks.

Q. They run weekly from Owen Sound?

A. They run alternately from Teeswater and Owen Sound, and that gives you a weekly service from Orangeville. Then there is cold storage from Cookshire way. There is one from Pembroke, via Ottawa, to Montreal; from Labelle to Montreal; from Quebec to Montreal.

Q. That is weekly?

A. Yes. Then there is a cold storage service from Scotstown, Warden and Mansonville to Montreal.

*By Mr. Stenson :*

Q. Have you any cold storage service on the Quebec Central?

A. I had an inquiry in respect to that last week, and I was instructed to write to the manager saying that we would be prepared to make the same arrangement with that road as with other railways. Then there is a service from Edmundston, New Brunswick, to St. John. As to the Grand Trunk, there is a weekly service from Sarnia via London, Hamilton and Toronto to Montreal, and an alternate service from Wiarton and Goderich via Stratford. From Meaford via Allandale, weekly; from Orillia via Belleville, weekly; from Chaudière Junction, weekly; from Massena Springs, weekly; and from Coaticook, weekly.

*By Mr. McNeill :*

Q. Did you say alternate weeks from Wiarton and Goderich?

A. It starts from Wiarton one week and Goderich another, and is consolidated at Stratford.

*By Mr. Calvert :*

Q. There is a weekly service from Sarnia?

A. Yes. Circulars are sent out to all the shippers stating the day upon which the cold storage cars will pass their station.

*By Mr. MacLaren :*

Q. Have you an inspector at the different wharfs where shipments are made?

A. We have an inspector at Montreal, who makes an examination of refrigerator cars and cold storage chambers on steamships.

Q. How about Halifax and St. John?

A. We have only had one car running to Halifax because there is no cold storage building at that place yet. If anyone sends a shipment to go into cold storage the inspector will look after the shipment from the time it gets to Montreal until it is put on the ship. If it misses the steamer he is authorized to have it put in a cold storage warehouse. Nothing has been done at Halifax or St. John.

*By Mr. Rogers :*

Q. Have you not made some successful attempts with the shipment of tomatoes?

A. Yes; I have a statement to make on the trial shipment of fruits.

*By Mr. Talbot :*

Q. What are the possibilities for securing a market for condensed milk?

A. In condensed milk there is a fair demand in England. The importation amounts to \$6,805,000 worth, but I do not think that Canada can compete in England in sending over condensed milk. That is a conclusion which I have arrived at after looking into the question. First of all, they can get sugar in England much cheaper than we can, and they can get tin cans cheaper than we can get them made here. These two things are against us; there is the freight charge against us, and there is also this, that in only a few places in Canada can large quantities of milk be delivered to condensing factories twice a day. Unless it can be got twice a day milk is not so nice for long keeping.

Q. Have we any market in South America? In Brazil, for instance?

A. I think not. So far we have not had much trade with Brazil. Some years ago we did some trade in cheese and butter, but the want of commercial agencies made collections slow and difficult, because the consignments were sold on nine months time.

*By Mr. McNeill :*

Q. Where does the main supply come from?

A. From France, Switzerland, Sweden and Norway.

Q. How about the cost of tins?

A. They are made cheaply in France. There is one place outside Paris where they are made very cheap. I bought some last year for butter.

#### PERSONAL INSPECTION OF THE BRITISH MARKET.

I would like to say a few things about my visit to Great Britain last year, and I might give a statement of the chief objects of my visit, leaving a statement regarding the products to Mr. Crandall, who joined me there and stayed after I left, as a special agent to look into the market for farm products. I went, first to observe the conditions of the market in regard to all things that went from

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Canada ; to learn the latest preferences for packages, which is an important point in marketing things, and then to give information on cold storage, so as to attract attention of consumers and excite expectations of getting our products in better condition ; and also to give information through the press and at meetings, and to plan for the work of our agents. I had only a month over there, landing at Liverpool on the 5th July and leaving Londonderry on the 6th August. I attended a large educational congress in London and gave an address on agricultural education in Canada. As the report was published widely it may do service for those who are thinking of emigrating. I was called before the Parliamentary Committee on the Agricultural Products (Marks) Bill, and gave evidence along the line that Canadian products if sold in their own name could do the British farmer no injury. The unfairness now was because our products were named "Best English" and "Best Scotch" to their injury and our loss. By correcting the impression we have removed some hostility among the British agricultural class to Canadian products. Because our products get in there in good condition they do not injure the reputation of theirs ; and the British consumers must get from somewhere more than the home grown foods.

*By an hon. Member :*

Q. How is it our loss ?

A. In this way. So long as Canadian cheese is sold as "Best English" and there is a demand for it the grocer keeps that with the extra price to himself, whereas if the cheese was sold as "Best Canadian" it would create a demand for "Best Canadian" under its own name. One good thing was accomplished by legislation last year, that is getting registration numbers for the cheese so that one cannot help seeing it on the face of the article.

Then I addressed a meeting in Manchester, and a meeting in Dublin, at the Mansion House, the Lord Mayor in the chair. I wish to say that while the Irish are hostile to any emigration to Canada, because they want to keep their own people in their own land, no man ever got more courteous consideration in Dublin than I did, because I was Canadian.

I had a good many conferences with business men, making plans for the disposal of North-west butter, for trial shipments of fruit from Grimsby, and other business matters. I gave a good deal of time, thought, and labour to interest the newspaper men and women in Canadian resources, products, and in Canadian methods. There is great difficulty in getting matter into the British press owing to the exclusiveness of their columns. For example, the London "Times" and the Manchester "Guardian" would not accept £50 a column for matter they did not want. Nevertheless, in order to give the Committee an idea of the results of my labour in this direction, I have here a large number of clippings from some of the best newspapers in Great Britain, which did not cost us anything. I secured the publication of a great many articles and the insertion of some paragraphs about Canadian butter, bacon and poultry, with the hope of granting information about these subjects into the common talk of the people, which I find is a very effective method of disseminating the knowledge we want to circulate. I am going over again this summer to do the same thing. In my opinion that kind of thing is one of the best ways of getting the people to talk among themselves of our products. The grocer speaks to his customer, and the customer to his neighbour, and so on, and so you get a circulation of comment which cannot fail to redound to our advantage.

*By Mr. McNeill :*

Q. Do you think from what you have seen over there that there is an opening for a finer grade of cheese if we could get the manufacture of that ?

A. I am quite sure there is ; because last season when over there I found the price at which the finest Scotch Cheddars were selling in London was 62 shillings per cwt., while the finest Canadian sold in the same warehouse at 42 shillings. It is true that the Scotch Cheddar was a little finer than the Canadian, due to its being kept cool the whole time.

*By Mr. McGregor :*

Q. Does it cost much more to make the finer grade here ?

A. Only the extra cost of constructing better curing rooms.

*By Mr. McNeill :*

Q. I went into one of the largest shops in Belfast and I saw the best Canadian Cheddar and the best English Cheddar, the latter being put up with a label as they do, the one being sold at one shilling a pound and the other at ninepence per pound, the Canadian product being ninepence. I took home some of each. I had several people taste each sample without letting them know which was which, and they all pronounced the Canadian cheese better than the English cheese at a shilling. But what I wanted to refer to was rather such classes of cheese as the Stilton cheese. We have a superior grade of cheese put up in little pots. I would just say in regard to that inferior (?) cheese that I have brought it to the notice of some of the people in the old country who have received it with the greatest possible satisfaction. They think so much of that cheese that I am speaking of.

A. Yes ; several of our friends from Great Britain have been making inquiries about potted cheese, having got it on the railway cars here. Having been the judge at Chicago, at the World's Fair, of what they called foreign cheese, my Scotch conscientiousness compelled me to score that cheese one hundred points and that was the only cheese I scored in that way—Imperial cheese.

I am authorized to say that while results have proved the value of illustration work as applied to dairying, there are many other parts of farm work in regard to which illustrations can be equally useful, and I shall be prepared to put before the Committee at its next meeting, a plan for getting a great deal of illustration work started through different stations all over Canada, which I think will have the effect of increasing the yield from farms perhaps more than anything we have yet done.

Mr. FISHER, Minister of Agriculture. I would like to say to the Committee, lest I should not be able to attend another meeting, that the report of Professor Robertson, the first complete one he has made in some years, will shortly be ready for distribution. That report will be a compendium of information for the farmers of Canada such as was never put forward before in Canada. It is a report that deals with all the work done in the last two or three years. It makes a large number of suggestions to our farmers which I think it is of the utmost importance should come before them, and gives details of the work which is necessary for our producers in Canada to do, if they are going to take advantage of the tremendous stimulus to the export trade now possible in the English market. The attention of England is turned to us. Englishmen are demanding to know what they can get in Canada and Englishmen are coming out to Canada by the score, possibly by the hundreds, searching for our products ; and if we are to capture that market it is necessary for producers to understand how to prepare the products for the English market, and it is of the utmost importance that information should be forthcoming as soon as possible. For the departmental dis-

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tribution we have a mailing list of 15,000 or 16,000, but I would suggest that a large number of that report should be ordered by this Committee in the usual way for ordering such special reports, and that they should be distributed from the House of Commons. Members could do nothing better in the interests of their constituents.

COMMITTEE ROOM NO. 46,  
HOUSE OF COMMONS,  
FRIDAY, 22nd April, 1898.

The Select Standing Committee on Agriculture and Colonization met at 11 o'clock a.m., this day ; Mr. Bain, Chairman, presiding.

MR. JAMES W. ROBERTSON, Commissioner of Agriculture and Dairying, was invited to continue his statement to the Committee.

*By Mr. McNeill :*

Q. Does that \$130,500,000 of imports of dressed meats by Great Britain during 1897, shown on your chart, include tinned meats?

A. It includes all meats, beef, mutton, bacon, tinned meats and meats preserved in any way.

Mr. ROBERTSON proceeded as follows :—

Mr. Chairman and Gentlemen:—I am authorized to put before the Committee this morning a possible plan for enlarging the work of the Department of Agriculture. In doing that I would like to present a very brief statement of the main lines along which the Department of Agriculture is helping the farmers now—just a statement, without explanatory elaboration. The Department is helping the farmers directly through the establishment and maintenance of dairy stations and illustration work, not necessarily by experimental research but by illustrations of how things can be done profitably. The Department is helping agriculture by cold storage, by providing for the safe carriage of perishable products after they are made. It is helping agriculture by carrying on investigations into markets and getting information as to what certain markets can give and what they want. It is maintaining experimental farms. It is giving some help to agricultural societies, especially in the North-west Territories; and it is giving protection to live stock interests by veterinary service and quarantine. These are the big branches in which the Department is now giving practical aid to agriculture. During the past ten or fifteen years there has been a very marked improvement in the way of handling the manufactured articles of the farm. The cheese trade of Canada has been improved in quality at least 50 per cent ; that is the quality of cheese on the average made ten or twelve years ago would fetch only two-thirds the price in the market to-day that the average of cheese brings. The quality has been graded up. The same is true of our butter. There is a better understanding in the country of how to feed live stock profitably. A great many farmers now know what only the best men knew ten or fifteen years ago.

## INSTRUCTION BY OBJECT LESSONS.

There has been very much less progress in the methods of tilling the soil, in the selection and general use of the varieties of seed, and in maintaining the fertility of the soil. In these three respects we have made very little progress excepting in a few of the leading localities. I think if we do not make progress in these directions that agriculture cannot be as prosperous as it might be, because, before you can get finished animal products at the lowest rate of cost, the farmer must be able to grow the largest possible yield of crops at the least expenditure of labour, while still maintaining the fertility of his soil. We all know that every experiment has two possible purposes, that of research—to find out something which is not yet known; and that of illustration—to show how what is known can be applied economically. I do not think it is desirable to try to do these two things together under the name of experiment. When Edison was working at the improvement of the telephone, I dare say he must have spent more on one telephone instrument than the cost of putting in the whole telephone system of Ottawa. It is needful to spend money in research work; it is not needful to spend money in the same way on illustration work. If an experiment combines the two purposes in one the people are apt to be left between two stools, and not get much service. I think they should be kept separate. There should not be a multiplication of experiments under Government control, except under a clear, definite plan, looking towards the gaining of some knowledge. There is a tendency, particularly noticeable to one who looks at the agricultural institutions of the United States and Canada, to make show places of experimental stations, where people go and see things which make them think it all very marvellous, but from which they are not able to get much helpful information for their own work on their own farms.

## ILLUSTRATION STATIONS.

I think there is need for the Department of Agriculture to give farmers information of a simple illustrative sort which they can take into their farm practice. Information should be given in a taking way—as far as possible, in a way that will take a man so much into the illustration that he will gain something for himself out of it, and use it afterwards. The information should be given in a taking way; it should not be confined to printed reports, otherwise the information would often be buried beyond hope of resurrection. I read my own report through twice after having written it, and then, thank the Lord, I do not have to do it again. The farmer is not a man, except to a limited extent, to learn by his reading.

Men engaged in handling farm tools and farm products should get their illustrations in this way: First, where they can see them. In meetings where I had the good fortune to address farmers, I have conveyed more information through coloured charts than in any number of words I could put together. In this way I could leave an impression on the minds of the farmers which I could not impart by spoken language only.

Second, in such a manner that they will readily understand them. Men who handle material objects should have material object lessons, and thus learn to put the ideas into practice. Take another illustration. There was no winter dairying at creameries in Canada a few years ago. I had been called at the Agricultural College a winter dairying crank. By giving illustrations at the Dominion dairy stations of how it could be done in a few places, the farmers saw how it could be done, and did it; and there are now 150 of these winter dairying stations in operation. The movement started with illustration stations, and they copied them.

In starting illustration stations for farmers it seems desirable to get local organizations to co-operate with the central authority; because, if one tries, in a

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big country, to manage anything in all its details from the central authority, the management is less efficient and a good deal more expensive than under local direction. In France they have no less than 4,000 "Example Plots" spread over the country. In twenty-five years the yield of wheat per acre has been practically doubled in a country said to be cropped out. They have doubled the yield per acre in about that time; and the example plots were not the least valuable agencies in bringing that about. Then, if in any or every county a Farmers' Institute or Farmers' Association, or an Agricultural Society, or a Farmers' Club would provide the land for an illustration station, or illustration field, the organization could be utilized to secure the co-operation of the people most directly interested in promoting the improvement of agriculture. In any county, if the Farmers' Institute would not take it up, perhaps the Agricultural Society or the County Council could get the necessary assistance to provide an illustration station. I think that no property should be purchased by the Government; and the local superintendent should not be put on salary.

### SIMPLICITY AND DIRECTNESS OF PURPOSE.

I think the station should be of a size between ten acres and twenty acres, neither less nor more. It should be beside a public road and near the market town; and, if practicable, close by a school-house. That plan would give the people a chance to see whatever was done there. The land itself should be fairly uniform in character. The Farmers' Institute, or Society, or Farmer's Club, might arrange with the occupier of such a piece of land and choose either him or some other man recognized as a competent good farmer, to conduct a certain amount of work under the directions he would receive. The directions and plans should be made so clear that he could do it and do it exactly without any risk of failure, except from causes beyond human control.

The illustration station need not be permanent in any place. It might be for one or two years in one part of the county and then, after serving its use in the first place, for a few years in another part. No loss would be entailed by quitting such a place. The Government would not own the property; and there would be no loss of capital by stopping at any time after the station has once served its purpose. The Government should provide a plan for each station that would be definite towards doing something that the locality needs, and doing it in such a way that the farmers would get the advantage and benefit at once. I mean the illustration stations would not be to experiment as to whether a certain crop might or might not grow in that locality. The object would be, in a locality where oats are an important crop, to give illustrations of the best sort of oats and the best way of growing oats; in a locality where carrots grow, to give illustrations of the best kind of carrots—which is one of the crops lamentably mismanaged in many parts of the country. There is not one farmer in a hundred who manages that crop right. It gives excellent cattle feed, excellent horse feed, and is a good root for sheep. Take an illustration of the kind of work that might be done at an illustration station in varieties of grain: Grow four varieties of oats side by side on plots of one-fourth of an acre each, and never more than four varieties of any one kind of grain. If you give a farmer an illustration of fifty varieties of grain he will be at a loss which to select. Here is where the experimental farm system would be of value to the country in rather a new sense. After the experimental farms have discovered by scientific experiments and comparisons four of the best varieties of each kind of grain, illustrations of how these grow might be given where the farmers could see



for themselves, and in that way learn from these illustration stations. In that way the illustration stations would give farmers a large amount of practical information. The same may be done with other crops; but I need not enlarge upon them.

#### CULTIVATION OF THE SOIL.

Another matter of farm practice that needs improvement is tillage or cultivation for the production of the best crops. I am not going to complain that the farmers are behind the age, but I am stating that the average yield of many crops in Canada is rather less than one-half of the yield of the same crops in England and in France, where they have no better soil, and not quite as good a climate. While we have virgin soil they have what is called played-out soil. For illustration of methods of tillage, this might be done: Take some suitable variety of Indian corn for fodder purposes—a crop that should be grown much more widely than it is in Canada. Take one-quarter of an acre and sow it broadcast as is still done in some places; one-quarter of an acre and plant it in rows two feet apart, with the seeding quite thick in each row; another fourth of an acre with the corn in rows three feet apart and cultivated according to the best known methods; and a fourth one-quarter of an acre with the corn three feet apart, but left uncultivated. Such an illustration of methods of corn-growing would result in a general adoption by the farmers of the best methods. Similar illustrations should be given of methods of cultivating other crops. Similar illustrations could be applied to potatoes. You could have a spraying scheme with half an acre of potatoes to show how to keep blight from the leaves and rot from the roots. The farmers would be able to see it and would be able to appreciate the value of the work.

#### AN ESTIMATE OF COSTS.

The Department of Agriculture should do one thing more, it should provide for the expense incurred by the local superintendent who would be the occupier of the land, in the extra labour of cultivating and sowing these comparatively small plots. The man would own the crops, but for the extra work he should get some compensation. I estimate that the expense to the Government, for the seeds which would be furnished free, in order to have them of the right sorts, and compensation for labour would amount to from \$50 to \$100 per illustration field according to the size and work. The man who got the seed free from the Government would not need much compensation for his extra labour. I am confident that that could be done for from \$50 to \$100 per station. This is not a large expenditure considering the amount of information that you will be able to give to the farmers.

*By Mr. Erb :*

Q. Would that cover the expense the farmer was put to for threshing out the different kinds of grain separately?

A. It would be expected to cover everything.

Q. That would be an important part of the work?

A. That is an important part of the work, but I would not say that it is the most important.

*By Mr. Richardson :*

Q. He could sell the product?

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A. Yes, and he would be able to sell the seed grain for twice the price of common grain.

*By Mr. Erb :*

Q. I meant that it would be the most expensive part of the work.

A. Yes, and it is most important to keep the records accurate. But you would find that the man who only read the records would not have as useful an impression as the man who had visited the station. Take the case of the corn crop which I mentioned by way of illustration. The impression from seeing the crops grow would be most lasting and instructive.

*By Mr. Rogers :*

Q. I think the best medium for disseminating information about methods and results would be the local papers ?

A. Yes. This is a plan which would give us a large amount of volunteer service by the leading farmers of Canada in their own localities. I do not think that \$50 would pay the occupier of the land who would be local superintendent for the extra time he would have to give to the work ; but a farmer would give a large measure of volunteer service free if he were recouped for his actual expenditure. This compensation might be supplemented by local Institutes, and I would prefer that the local Institute should bear some part of the expenditure.

*By Mr. McGregor :*

Q. Would he not have to give a lot of time to explaining the work ?

A. He would have to give some time to explain it ; but in each case a placard would be put up as they do in France. A simple statement of varieties and methods of culture would be on a placard on the roadside so that any one seeing could understand it for himself.

### INSPECTION.

There would need to be a number of travelling inspectors and lecturers who would be in the employ of the Dominion Department of Agriculture. I regard very highly the good work that is being done by the Provincial Farmers' Institutes ; but the tendency of late years in these Institutes is towards a repetition of what has already been said. In many Institutes now you will hear the very same statements about the very same things ; there has been much exchange of opinion and little progress in getting new information from the locality and for the locality. Even the stories to illustrate the points are nearly the same at all Institutes. These Institutes have done good work, and they will do good work in the future if they continue to advance. The illustration stations will furnish new information and new ways of presenting it. A practical farmer with a good knowledge of business methods, and ability to express himself in writing and in public speaking, should be secured as travelling inspector and lecturer for each group of twenty or twenty-five illustration stations. The information which he would gather at these stations during the summer, would furnish most useful material for meetings of farmers held to discuss agriculture during the winter months. Such men would furnish some material for all Institute speakers in the locality which would be valuable to them and which they would pass on to other people.

*By Mr. Douglas :*

Q. Is it not a fact that the superintendents of our experimental farms do a large part of this work now ?

A. They do ; but the superintendent of an experimental farm has not time in the summer by reason of his research work.

Q. But he has in the autumn and winter ?

A. Yes, he does a great deal of it then. But in Ontario and Quebec and the Maritime provinces one man cannot cover the ground, especially in the Maritime provinces. He could communicate with the Inspectors, give them the benefit of his researches and in that way the information would be passed on through them to the different localities.

Q. A great deal of good work is done in the North-west Territories by our superintendent of experimental work along these lines ?

A. It is very valuable. I estimate that if 100 illustration stations were in existence in Canada at suitable centres, each would be visited during the year by from 500 to 1,000 farmers who would examine the work carefully for the purpose of learning all that could be transferred into the management of their own farms. The Dominion Dairy Station at New Perth, P.E.I., was visited by over a thousand farmers during the first summer. If from 500 to 1,000 men visited each of the illustration stations that would not interfere with visits to the Experimental Farms of those who could reach them. I would like to see the excursions to the Experimental Farms become larger than they are ; but fifty people will see these illustration stations to one who visits Ottawa, or Brandon, or Indian Head, or Nappan, or Agassiz from outside places.

I think the cost for travelling expenses of inspectors and of administration would be just as much per station as the expenditure on the land and the cost of the seed.

#### PROBABLE BENEFITS TO AGRICULTURE.

From that work, I do not think I am too sanguine in saying that it is quite reasonable to expect an increase of 25 per cent in the yield of crops in Canada in less than 10 years. If we had an increase of 50 per cent we would still be a long way below other countries that have no better soil or climate. An increase of 25 per cent in the yield of crops in Canada means a great deal. First, you have an annual increase established for all time without further expenditure of time, labour or money. If farmers once get into the methods of cultivating and selecting seeds, it become traditional in the family and you have to spend nothing to keep that up. The value of these Illustration Stations, from an educational standpoint, could not be estimated in dollars and cents. The educational value on the boys and girls will be very considerable. It will lead them to learn and to do many useful things they otherwise never would take up—unless they got started by something like this. The annual value of the field crops of Canada, leaving out cattle and their products, is estimated, by three different methods of arriving at it, variously from \$220,000,000 to \$270,000,000 a year—taking crops, cereals and hay, not counting pastures or gardens, but including fruit.

Mr. McMILLAN :—In Ontario where they have a system of statistics the whole field crops in 1896 were in value estimated at \$88,000,000 and from an advance report I have, they are estimated in 1897 at something like \$99,000,000.

Mr. ROBERTSON :—Taking, in the whole of Canada, the acreage under cultivation, taking the average yield and figuring at market prices, it comes to

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about \$270,000,000. If even 10 per cent of an increase in the crops can be got, there is an increase of \$27,000,000. In 10 years the increase will be, I think, at least 25 per cent, and that estimate is founded on what we have been able to do in other illustration work. The total cost of these illustration stations will be from \$100 to \$200 a station ; and in 3 years time there should be at least one illustration stations in every county in Canada, so that people would be able to see it for themselves.

As a matter of expenditure and revenue, I have this to say with regard to that part of the country which is being stupendously advertised all over the world at the present time. The Klondike may yield Canada \$30,000,000 of gold a year. It may do that by a tremendous expenditure by the people who go in, and a large initial expenditure by the Government. If you can increase the yield of crops in Canada by 10 per cent you have \$30,000,000 a year in round figures for all time from inexhaustible resources. So, as a means of increasing the national wealth of the country, the Klondike would not be in it with these illustration stations.

In all the different walks of life appreciation from one's neighbours is one of the strongest forces making for progress in civilization. If a man be selected by his fellows in a county, by a local organization for a position of honour and responsibility, he will do a great deal in consequence of that. I would recommend gold medals, which mean a tremendous lot to farmers—if you have talked to a man who has won a gold medal with his cattle or other products, you will find him very proud of it, proud to hand it down to his boys—I would recommend a gold medal for every group of illustration stations in each province ; and a bronze medal for every single station where the work was well done. Then I would have one provincial medal for the best kept station in the province. A man would prize that, I warrant, having won it on the merit of work done at his station. Then there might be one grand medal and diploma each year for the whole Dominion, for the man who did the work on his Illustration Station in the most careful and exact way, presenting the best record, and in every way carrying out his part faithfully.

*By Mr. Rogers :*

Q. Who would be the judge?

A. Perhaps a report from the inspector and reports of the men in charge of each station could be laid before all the inspectors as a jury of award. The Department might give the final award on the medals for the provinces, or some other method might be devised.

After two or three years there could be joined to that variety of seeds and cultivation work, some illustrative work in regard to maintaining fertility, not so much by the application of fertilizers, which are costly, as by growing such crops as clover, pease, and other nitrogen collecting plants, and ploughing the roots under. One of the wisest men, at all events one of the most sagacious statesmen in the world, I think, is Lord Salisbury, who is a renowned chemist, and who said lately that the problem of humanity was how to maintain fertility of soil by making plants or bacteria gather the elements of it from the air. In that way the illustration stations could show how plants do gather those and maintain fertility. That could be joined to the other two things, and you would have variety of seeds, tillage and fertility illustrations. When the farmer saw the actual application of the best methods in these three regards, and saw those methods often, he would become a more competent farmer than if he had not had that opportunity. I would not at first encumber the scheme with any plan for carrying on illustration work with live stock, with the exceptions of poultry and swine. With simple modifications suited to the needs, I

think illustration could be given in live stock management of pigs and poultry—these two only. When you come to carry on illustration work with cattle and horses, I do not think the illustration stations of which I am presenting an outline to-day could be made serviceable to the country. These two branches of live stock can and would yield large results, and illustrations in their management could be made serviceable to the people. This is the outline of a plan which will yield more material benefit to Canada at this present stage of our history than anything I know of in connection with agricultural movements. It is not new—that is, I did not think out all of it myself, nor did I think of it only last week. It has been growing for several years, waiting for a favourable time in our progress when this step could be taken. It could not have been taken years ago, without some research work from experimental stations behind it; but now I think that it can be taken successfully and economically, and with great benefit to the Canadian farmers.

*By Mr. McLennan :*

Q. Do I understand that one Dominion experimental farm would suffice when these illustration stations have been established?

A. I have not considered that matter, nor have I made any statement about it.

Mr. McMILLAN:—Before you introduce illustration stations, I think a part of the experimental farm here should be set apart and conducted entirely as a farm, so that the farmers of Canada may know the exact results that it is possible to obtain from the crops put under cultivation in the different fields. I believe myself that you want to bring the farmers to the experimental farms before you undertake to establish separate experimental stations throughout the country. This may not be as pleasant a statement to make as the statement to which we have just listened, but the farmers who get their reports from the experimental farms, do not get that amount of information that they should get. We are put to a large cost in obtaining information and in sending out reports, and I think that these reports should contain records of the amount of labour employed, the amount of manure, and everything else of that kind, so that people would know from the Government what the Government was in reality doing for the farmers. A portion of the farm should be set apart and carried on in the same manner in which one of the most advanced farmers in the country would carry on his own farm, and the actual results of the expenditure of labour and everything else in each particular field should be given.

Mr. COCHRANE:—It seems to me that the experimental farm should be ahead of every farm in this country. I am not complaining of the expenditure on the experimental farm at all, but it appears to me that it should be ahead of any other farm in Canada. We should have some way of showing that they can make the farm pay. I understand that the farm can be made to pay from a scientific point of view, if the science is properly applied. I am willing to pay all necessary money for experimental purposes; but I think that part of the farm should be run on the lines that Mr. McMillan has suggested so that we may see if, with the application of science, it can be made to pay. I agree with Professor Robertson that there is a good deal in this proposition if you can put it into effect upon lines that will not arouse prejudices in the minds of the people. I agree, as far as illustration work is concerned, that it will be practical and do a lot of good, but Professor Robertson must take into his serious consideration that it is possible that other things may become mixed up with it that may interfere with its success. It appears to me that the farm should be separated. I suggest that, with a practical man at the head of it, an effort should be made to run a part of the farm on practical lines and make

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it pay, if possible. There is no experiment now about making butter. You know what strain of cows you require.

Mr. ROGERS:—What percentage would you want on your capital invested ?

Mr. COCHRANE:—I am not talking about capital, but I am talking about taking the expenditure upon the experimental farm, charging it up and seeing if we can make that farm pay. It may be all wrong, but it strikes me that we can do it, and if we can it will do more for my boys than anything that has been done in Canada. You will show them by practical illustration that farming can be made to pay. There is no experiment to my mind about making butter. You have the cows and the appliances; and if you can show me that you can take these cows and appliances and make them pay, you convince me that I can make that industry pay on my farm. You can take a piece of the experimental farm, set it apart, and show me by your report of results that you can make it pay outside of your experimental plots.

Mr. ROBERTSON:—I would ask the Committee to bear this in mind, that any discussion of the policy or the management of the experimental farms does not touch this plan for establishing illustration stations. Even if a part of these farms were made to pay directly and made to pay handsomely apart from research work, you will remember that in my statement I said that it would be well to keep research work apart from illustration work. If part of the experimental farms were made to pay well, that would not take the information of varieties of seeds and methods of culture to the farmers as much as the illustrations in their own locality. I would not like to be considered as exciting any discussion of the plan and policy of the experimental farms. That is an entirely different matter and is not part of the plan for illustration stations in different localities.

Mr. DOUGLAS:—I may say, from the North-west standpoint and in the light of the results of the experiments conducted upon the farms in the North-west Territories, that the scheme that is proposed by Professor Robertson is, to my mind, highly commendable. I have noticed that in the neighbourhood of Indian Head and Brandon the farmers are away in advance of people generally. They observe what is taking place upon the experimental farm and they follow out the instructions that are given to them. It seems to me that this scheme is just extending the benefits of our experimental farms to the country generally, and that is what is needed. I see a great deal in the scheme to commend it. It need not cost much. I have no doubt about the result. I have attended some of those meetings where our superintendent gives a lecture. They are interesting gatherings attended by the farmers, their wives and daughters; and in connection with these they have a pleasant entertainment and some tea, a nice programme and, altogether, the one which I am referring to was one of the finest meetings I attended during last winter. I was present and spoke at the meeting. They really enjoyed themselves.

Well, we want new life put into our agricultural societies. And if we could operate through agricultural societies in the North-west and carry out such ideas as submitted here in establishing illustrative plots, it would put new life into these agricultural societies in the North-west. These societies are too weak and the prizes they are able to award too small to pay men to spend time preparing their animals and farm products for exhibit, so that the work of these societies is very largely lost. This scheme would put new life into them. Again, we have a large class of people trying to make a living by farming who have had little experience, many of them are foreigners who have settled down amongst us. I met an English-

man in the North-west who said to me: "I have now got to the bottom. I have spent \$8,000 in experiments, and now I am rising." There was a waste of money and time, and if he could save that by illustrative methods it is the quickest way of reaching results. I see a great deal in the scheme which commends itself to my judgment.

Mr. TALBOT:—I entirely approve of the idea contained in Mr. Cochrane's remarks. It is really wonderful what questions are asked in the province of Quebec about the experimental farm here. In the course of a single evening they persist in asking you the details of the work of the Experimental Farm at Ottawa, and there is hardly one of them but asks if they have some part of the farm where they prove that these experiments are profitable to the farmers, and I think this is proof of the value of the plan submitted by Professor Robertson here to-day.

Mr. EDWARDS:—I am in accord with this scheme. I do not agree with some of the other members of the Committee with reference to the experimental farm. It is too large. There is a great big farm there. I have thought this matter out, and the views I entertain are very much those put before you to-day by the Professor. I believe, being an experimental farm, it should be confined to experiments. A very small farm will do for that; and very large experiments have taken place on that farm which have not been very beneficial to Canada. Mind, I do not condemn it, for while much has been done of no utility, much has been done that has utility, and the experimental work has been of the greatest utility. With regard to the farm itself, suppose we could make it scientifically a success and bring it down to that, how many farmers in Canada could see that? In my view, it would be better in the interest of the farmers if there were smaller farms distributed throughout Canada. Professor Robertson's suggestion disposes of the difficulty and puts the thing in a nutshell. If carried out on the lines he has suggested it will do immense good for Canada. I am in perfect accord and sympathy with the scheme, though I think it requires great care in thinking out—evolving a perfect system before putting it in motion. I am not in accord in carrying on the experimental farm as a farm; but I am in perfect accord with reducing its proportions and carrying it on as an experimental farm.

Mr. FISHER, Minister of Agriculture:—I am very glad that the Committee has practically decided to further discuss this plan which Professor Robertson has put before us. I will not say anything about that now, though I hope to do so at the next meeting. Neither will I go into the matter of experimental farms, which I think is a little apart from this proposition laid before you to-day. It is better not to mix the two subjects up. I will be very glad to receive hints or suggestions in regard to arrangements at the experimental farm, and if the Committee wishes I will be pleased to say something about that on another occasion.

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COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
WEDNESDAY, 4th May, 1898.

The Committee met at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

The CHAIRMAN:— We have the Minister of Agriculture with us this morning, who desires to make a few statements to the Committee concerning the Illustration Stations, the plan of which was explained to the Committee the other day by Professor Robertson.

Mr. FISHER, Minister of Agriculture:—

Mr. Chairman, I do not wish to make any prolonged statement in regard to this matter, which was so clearly put before the Committee a little while ago by Professor Robertson, but perhaps it is just as well for me to state shortly how that was come to. Ever since I have been in office there have been received applications from various parts of the country for some sort of extension of the Experimental Farm System. These applications, in a general way, have stated that the Branch Farms have been hardly sufficiently within the reach of the ordinary farmers of the country ; that while most of the intelligent and best-to-do farmers visit these Branch Farms in their districts—and we know that a great many farmers come to the Central Experimental Farm at Ottawa on excursions arranged for that express purpose—still a great number of those most in need of assistance and lacking the information which can be given to them at these farms, and which they could obtain for themselves there, are not able to see them. Applications of this kind have been received from Prince Edward Island, from Cape Breton, and from New Brunswick, stating that the Nappan Farm was really of no great use to the people in those districts. Applications have also been received from the province of Quebec, urgent applications from the Lake St. John district away to the north of the city of Quebec, and from the section away in the direction of Gaspé, where the farmers find it very difficult to visit the Central Farm. Urgent applications have also come in from what is known as the new Ontario, that portion of the province lying north and west of Lake Superior ; also from the eastern part of Manitoba, saying that the Brandon Farm is not easily visited by farmers east of Winnipeg. From Alberta we have been asked to establish some sort of experimental station there, and in British Columbia the people there seem to think that the Agassiz Farm is only of use to certain sections of the people. On the Island of Vancouver especially, they think that a farm on the mainland is not of much use to them. All this indicates a desire on the part of the people of the country to see for themselves and study the grand work outlined by Professor Robertson in his scheme. We also have had applications for special stations. For instance, the fruit men in southern Ontario have earnestly desired the establishment of fruit experimental stations in that part of the province, which is adapted to fruit growing, about which, they say, they get no information from the Central Farm at Ottawa, the climate and other conditions being so different. In the province of Quebec, around the city of Quebec especially, where they grow varieties of fruit under conditions different from those which exist at Ottawa, the same idea exists. Since the stimulus given last year to the growth



of tobacco, invitations have been received for illustrative stations for those who desire to go into the successful cultivation of that plant, in order that they might see how it can be cultivated and how they might best undertake that new work. These things have led me to believe that something which would illustrate to the people in the different sections of the country the best system of dealing with certain plants and cultivating certain crops would be advantageous. I might say that long ago, in the inception of the experimental farm system, as is well known to those who were in the House then, I, a member of the then Opposition, strongly supported and endorsed the establishment of the farms. I upheld the hands of Sir John Carling in all the work he then did, work which I believe has redounded to his own credit and been of great service to the people of this country. When the details of that work were being discussed at that time, it seemed to me that it would be very advisable indeed if some effort was made to bring the work home more to the different localities in various parts of the country, and I suggested then, that, instead of establishing large branch farms, something like what Professor Robertson now suggests should be established in the different counties, that is to say, experiments carried on here at the Central Farm should have been extended, on some cheap and informal plan perhaps, to every county in the Dominion. The views I then expressed were not carried out. I have no complaint to make of that, but at the same time after the successful operation of the Central Farm and the branch farms that have been established, I think, perhaps a slight recurrence to that original idea might not be out of place. Now a scheme has been carefully worked out. I do not mean my scheme of that day. It was a little different, being one of experimental stations in each county and not illustration stations. Still, I think, we have reached a point when we may make this step in advance, and supplement the work done for the farmers of the country on our experimental farms. I may remind the Committee of the fact, that these proposed stations are illustration stations, because I see from some letters which have been received, and from some statements that have appeared in the press, that that character of the proposition has not been thoroughly understood. I do not consider the scheme propounded by Professor Robertson as a scheme for experiment or that the stations proposed for handling these crops, are experimental stations. It is, as I understand it, to carry out what has been found by experiments on the experimental farms and elsewhere, to be the best methods of handling certain kinds of lands and dealing with certain crops in the way of illustration. Experiments will still be carried on at the experimental farms by men with scientific attainments who can elaborate experiments and carry them out, but the results of these will be brought home to the farmers of the country by object lessons, showing them the results which can be attained in the common and ordinary practice of the common and ordinary farmer. This is, I think, one of the chief and main advantages in the proposition. I may say that in the great province of Ontario there is an organization which is a most effective and useful organization, that of the Experimental Union, which is connected more or less with the Guelph Agricultural College, a voluntary organization of the students and past students there, who are carrying on constantly in their own practice experiments, the reports of which are published annually by the Guelph Agricultural students. Some people seem to think that this scheme explained by Professor Robertson would duplicate or interfere with that work in Ontario. I do not think it would at all. It is not the same kind of work, it has not the same objects in view, and I do not think it can be held in any sense to interfere with or draw attention away from the work of the Experimental Union. That work, if I may say a word about it, is a most useful one, useful not only in the immediate results of the experiments carried on by members of the Union in all parts of the province, but useful in

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keeping up the interest of the men who have studied in the college and who, when they go out, instead of dropping away from the high standards they had at the college, will be induced to keep up their standards of excellency.

This is a work which it would be a most deplorable thing that we should in any way interfere with or minimize or draw attention from, but, as I understand the scheme which Professor Robertson has put forward, I do not see how it can possibly interfere with that work, or in any sense minimize it. We must not forget, myself as Minister for the whole Dominion, the Department dealing with matters affecting the whole Dominion, or Parliament, or a Committee of Parliament which deals with matters affecting the whole Dominion, that while this kind of work, I have just alluded to, is being done in Ontario, it is, I believe, the only work of that kind that is being done in the Dominion of Canada, and that other provinces, at all events, have not even that aid in improving their methods of farming. I would just like to say that I have been studying for a great many years, everything connected with agriculture in our country, partly because it is my own business, and partly because my lot has called me to various public positions in connection with farming. We have made enormous strides in this country in what I may call the industrial or manufacturing side of our business. I believe that the dairy industry in this country especially has made greater strides probably than it has in any other country in the world and we have now reached a high point of excellence in it. Our farmers have become eminent stockmen; we have vastly improved in the care of our stock, until quite recently, I regret to say, it has rather run down than otherwise, but we have obtained a great degree of excellence in the feeding of our stock and the work in connection with it is very good as a general rule. I do not think, except in certain sections of the country, that quite so much progress has been made in our treatment of the soil and in what may be called the ordinary field operations of the farm. In the course of my travels around Canada, which have been very considerable during a number of years back, the loose methods of dealing with our land, the lack of clean culture, and the extraordinary and very unfortunate mass of weed growth which is visible everywhere you go, seemed to strike me as things that it is now time for us to combat and fight against. I think the time has arrived when, in our country, the attention of the farming class must be more drawn to agriculture pure and simple, by which I mean the treatment of their soils and the management of their crops. I do not know any other method which would bring that about any better or any more quickly than by the institution of such a series of illustration stations as Professor Robertson has here outlined, and I feel that perhaps, somewhat, at all events, of a solution of what I have long considered to be a great difficulty in our agriculture in Canada may have been found. I will not detain the Committee longer; I thought it well and right that this short statement should be made before the Committee undertakes to discuss this matter. I may say that I am simply searching for light; I am searching for the way in which the agriculture of our country may be improved and benefited. It is a scheme that has occupied the thought of Professor Robertson for a while; he has worked it up to a certain point. Its details are not fixed; it may be that they may have to be modified in the working out of them, but there is one point in connection with the scheme which, I must say, appeals to me very strongly, and it is this, that, if decided upon and if proceeded with, there is no necessity of capital expenditure. A small vote would have to be asked from Parliament for starting it and carrying it out for a year. If we found that it was successful and that it seemed to meet with the approval of the people, if the people showed that they appreciated it by coming to visit these illustration stations, and showing their interest in them, it can be extended and continued; if not it can be dropped and there will be no investment of capital, no property to be left idle on

our hands or to be got rid of, and the commencement of the scheme does not require any heavy investment. Professor Robertson has indicated that if the scheme works satisfactorily, it ought perhaps to reach dimensions of having an illustration station in every county in the Dominion, but there is no need of our commencing in that way at all. We can make a modest commencement, see how it works, and ascertain whether it seems to be meeting that demand of the people which, as I pointed out at the commencement of those few remarks, appears to be indicated by the requests made to me as Minister of Agriculture for the establishment of other and more numerous branch farms.

I would be glad indeed of a thorough, general discussion of the proposal before the Committee, that the Committee should give us the benefit of their criticism, of their views, and of any ideas which might add to the continuation or success of the plan, and if it seems to meet with the approval of the Committee, I should not at all hesitate to take the responsibility of asking Parliament to grant a small sum for carrying out this plan in the season of 1899. Any preparation for it would have to commence this fall. The arrangements necessary to put it into thorough operation would then have to commence, and therefore a vote would have to be asked at the present session of Parliament if it were thought best to go on with the matter. Thanking you for this opportunity of putting the matter before the Committee I will now leave it open for discussion.

Mr. SPROULE:—Do I understand that it is contemplated to put one station in every county in the Dominion?

The MINISTER OF AGRICULTURE:—Eventually, but not at present.

Mr. SPROULE:—Have you any knowledge of the number of counties.

The MINISTER OF AGRICULTURE:—There are 213 members of the House of Commons of whom about 50 or 60 represent ridings which are towns and cities, and which could hardly be expected to have such stations as these. I should think that probably 150 or 200 of such stations would eventually be required if the scheme was elaborated to its fullest extent. But I have no idea of anything of the kind as a commencement.

Mr. CALVERT:—You would not think it would be necessary to have one in each electoral district?

The MINISTER OF AGRICULTURE:—Hardly.

Mr. SPROULE:—Do I understand that these stations are to give the results of experiments, but are not to do experimental work? What could be done without actual experiments on these farms?

The MINISTER OF AGRICULTURE:—What I mean is this: At the farms we now have perhaps 30 or 40 different varieties of potatoes or grains or roots growing, side by side, to see which do the best.

Mr. SPROULE:—Is that not experimental work?

The MINISTER OF AGRICULTURE:—Yes, that is what we are doing on the farms. I would not think of doing that at these stations; I would take perhaps two of the best varieties that we have found by a series of experiments on the farms, show them to the people and let them see the difference between these and the ordinary kinds of grain or roots they grow on their own farms.

Mr. SPROULE:—You would grow them on these farms and show what could be done with certain grades of grains and roots. I want to get at the distinction between experimental and illustration work, because they become experiments in my judgment, just as soon as you put them into the ground and try to show what can be done with them.

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Mr. MCGREGOR:—Every farm is experimental to a certain extent.

Mr. MEIGS:—Would it necessitate buying a farm ?

The MINISTER OF AGRICULTURE:—No ; I would make an arrangement with some good farmer, who is noted for being intelligent and being a good workman, that he would carry out certain instructions and directions for the treatment and management of say, ten or twenty acres of his land, and that he should grow certain things that the Department should supply the seed for. He would own the crops and the land. He would simply do the work and the work would be inspected to see that it was properly done. The people of the neighbourhood would see the difference between that kind of work and the common work of the farms in the district.

Mr. DUGAS:—Would he be paid ?

The MINISTER OF AGRICULTURE:—He would be paid slightly for his time.

Mr. BURNETT:—If he is a good farmer, is he not doing that all right.

The MINISTER OF AGRICULTURE:—If he is doing it on a good system. He may be a good farmer in his own neighbourhood, and yet in many cases not be following the best system.

Mr. McMILLAN:—The best farmers in Ontario are adopting a system of their own. There are farmers who are leading not only their neighbours, but I believe are leading some of your experimental farms.

The MINISTER OF AGRICULTURE:—I do not say that we are going to teach the best farmers of Ontario. There are some sections, however, where the farmers do not know so much and who would like to have an opportunity of seeing in practice the system of the best farmers in Ontario.

Mr. FEATHERSTON:—Where do you find those weedy farms ?

The MINISTER OF AGRICULTURE:—Pretty nearly everywhere.

Mr. McMILLAN:—The other day Professor Robertson told us that at these illustration stations four or five varieties of grain would be grown and four or five varieties of roots, and I would like to know would a farmer be expected to keep these separate, thresh them separate and give the results of each?

Mr. ROBERTSON:—I think it would be exceedingly useful to have that information, but even if not obtained, the growing of these varieties, side by side, would give much information. The intention is to keep each plot by itself and have a record kept on forms furnished for that purpose so that they could easily be collated afterwards.

### FARMERS' INSTITUTES.

Mr. J. W. ROBERTSON, Commissioner of Agriculture and Dairying, was invited to address the Committee, and in response proceeded as follows:—

If you will allow me a personal explanation, and I am quite anxious to make one, I did not intend to be understood as uttering a single word or syllable in any way reflecting upon the good work of the Farmers' Institutes. They are the agencies in Canada which have done most good for the farmers. My own opinion of them is that I do not know anything that the Government has done which has benefited the farmers so much as the work of the Farmers' Institutes, particularly in Ontario. Let me say further I, myself, speaking at the Institutes, find myself bare of information needful to help the farmers who attend them; and I said, in addressing the Committee the other day, that these illustration stations placed

around the country would furnish the Institute workers with the very information they might give to the farmers; and the Institutes would be more useful than ever. I did not, and do not, hint that these illustration station would displace them anywhere.

#### THE PROPOSALS IMPROVED BY DISCUSSION.

I desire to express my appreciation of the valuable information given by members of the Committee who have spoken. The scheme, as outlined, was only a skeleton, and the discussion to-day will enable those who are to put these stations into operation to do so with the advantage of that information to make the scheme more effective than it would otherwise be. The suggestions given here to-day are all in the direction of improving the scheme. I have not changed my opinion of the illustration stations being valuable and necessary to the farmers, although doubtless there are many difficulties to overcome. No Government plan can become a Providence to remove all the difficulties of climate and markets. The plan may help the farmers to overcome them, and make them more capable in their efforts; but it cannot remove all obstacles to success. There are difficulties in the nature of droughts or blight, or something else, and every farmer would be more equal to meeting these difficulties incident to his calling, if he receives the assistance we propose to give him. The poor farmer is the man we need particularly to help; and this scheme will help the poor farmer. In going through the country I find that the good farmers are willing to impart the information they have to their neighbours. In my native country the farmers are very secretive and will not readily impart information to their neighbours. For instance, a Scotch farmer will not tell his neighbour his method of making cheese. In Canada the farmers are different; and this scheme will encourage them to exchange information and secure better results than they have hitherto been able to obtain. The part that is most difficult in the whole scheme—and there will be difficulties, and because there are difficulties it needs skilful planning and capable administration—the great difficulty would be to find the right class of men to carry on the work. The great difficulty, in most cases, is, not to make a plan, but to find men of the spirit and ability necessary to successfully carry out the plan that is made. I do not fear that we shall not find a sufficient number of men to carry out this idea. I do not know a county in Canada where there are not ten men, each doing so well in methods of agriculture, that if all farmers of Canada did as well, the improvement would be 25 per cent on next year's crops, or about \$67,000,000 of increase in Canada's yield of farm products. I believe that we have men patriotic enough to undertake this work and give their time and service without apparently being paid for all the volunteer work they do.

I want to make another point from the discussion to-day. It would not be the best plan to take varieties of seeds for illustration at these stations wholly from the Experimental Farms. The inspector for the locality would learn from the farmers of that locality the kinds of grain or roots that do best with them; and these varieties might be different from those that have given the best returns at the experimental farms. Those found suited to the locality would then be given illustration under their correct names for service of the people of the county.

#### SELECTION OF LOCATION FOR ILLUSTRATION STATIONS.

Another point is the selection of places for such illustration stations. That would doubtless have to be carried out after full information of each locality was obtained. The proposal was that the fields, first of all, should be on the roadside.

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The experimental plots which are managed by the Ontario Experimental Union are not necessarily on the roadside. That is another department of the work of the province that is producing the most admirable results for the farmers; but it is devoted chiefly to experiments and not to illustrations. These stations should necessarily be near a market town or a central place. To some extent that would obviate the difficulty which has been pointed out and which might be a serious one if the farmer had to entertain at his table all those who come to visit the illustration stations. Most of us know that the farmers are not forgetful to entertain strangers; but this is a characteristic virtue that should not cause them to be imposed on. You are embarrassed in the country by being pressed at every place you stop at to stay for a meal. I do not think that the danger which has been indicated will be met with, if these plots are near a town where people can get their meals at a hotel and get their horses put up. I think that each station should be visited at least once a month by the inspector to see that the whole plan in that locality was being carried out evenly. Twice a year the visit from the inspector could, and should, be made known beforehand to the farmers in the locality. A Farmers' Institute meeting held in the field in the summer time would give the farmers more information than a two-day meeting in a hall, although in saying that, I do not wish to be understood as saying a word in disparagement of meetings in a hall.

Mr. MCGREGOR:—That is if the crop is good.

Mr. ROBERTSON:—Well, if the crop were poor it might show wrong variety of seed or a wrong system of culture. It would be an object lesson for those who saw it.

The next thing I wish to say is that it was suggested that the plots should be near the school-houses. I know the predatory habits of boys; but you will impart more valuable information to country boys by showing them things growing, when they are not taken there on purpose, than you will by taking them once a month to the plots.

In France, where they have made great progress in agriculture—and I say this to relieve members of the Committee from the idea that these stations might be too numerous to be useful—in France they have over 4,000 example plots, at a cost of \$60 each, paid by the Government. They are for work somewhat like this, and they are put near the school-houses in order that the children may see the crops growing. By and by, in this country, I expect to see illustration stations close to the school-houses, and part of the school system so that the boys and girls, as they grow up, will see the reality of things and know them by something more than mere names. We will come to that in Canada.

Placards will be put up at these stations so that not only he who runs, but he who drives by, may read and be instructed. The cost will vary according to the amount of work undertaken; and I hold that for every dollar spent in work that gives the farmers practical information which they can turn to account, the country will gain \$100 in return. I do not think this country can spend money more wisely than by giving farmers the kind of information they can use in a way they are willing to receive it. Suppose this plan, when fully applied, should cost \$30,000 annually. The vote for "Dairying Service" has been \$30,000 for several years; and in a few more years, as soon as the service in the North-west Territories, and perhaps one other district, is finished, there will be no further need of Government dairy stations in Canada, where illustration lessons have been given. When the Dominion Government has entirely gone out of that after having accomplished the work of development, leaving the stations to be carried on by others, that expenditure can be devoted to improvements in crop culture and tillage, thus carrying

forward on these lines the educational work so necessary to the progress and development of agriculture. I desire to repeat that some of the considerations presented this morning by members of the Committee will help materially in furnishing ideas for the more efficient carrying out of the plan proposed.

Mr. FISHER, Minister of Agriculture:—I want to say two things: One is, that I regret to hear the intimation that apparently this scheme was one which was aimed at or was intended, or was in any way connected with the depreciation of Institute work. I think that Professor Robertson has already explained his own views in regard to that matter, and I want to say that the Institute work is something which I have been most enthusiastic about. I have been holding up to the local Government of Quebec the Institute work of the province of Ontario, and beseeching and insisting that they should adopt such means of agricultural advancement in Quebec. Since I have been Minister of Agriculture here I have come into contact with the local Governments of New Brunswick, Nova Scotia and Prince Edward Island, and I have been urging this matter constantly upon them, and they are taking steps to carry it out. There is no idea in any way whatever of depreciating the Institute work. The Institute work in Ontario has been one of the glories of that province, and the work which has contributed more than any other thing to the splendid agricultural position of Ontario to-day.

The other thing I wish to say, is, that I do not want members of the Committee to go away with the impression that I am suggesting an immediate expenditure of \$30,000 a year. Dr. Sproule seemed to hit upon that as a likelihood. It is possible, in the event of the idea being successful and profitable, that it may develop into an expenditure of \$30,000 a year, but the idea I had in my own mind was a modest one in comparison with that. I thought the other day, when talking the matter over, that, as Professor Robertson suggested, if we started on a considerable scale, \$10,000 would be all we would think of asking this year, but if we started on a more modest scale, perhaps \$5,000 would be sufficient. It would only be after we had found it profitable and successful that any further sum would be asked.

Mr. BELL (Pictou):—These illustration stations would be distributed amongst the different provinces?

The MINISTER OF AGRICULTURE:—Oh, certainly, whether they were very great in number or not they would be distributed in those parts of the country in which it would seem they would do the most good.

Mr. CALVERT:—Those are the parts farthest away from the experimental farms?

The MINISTER OF AGRICULTURE:—They should be established first, at all events, where there seems to be the greatest need of them.

# Agriculture and Colonization.

COMMITTEE ROOM NO. 46.

HOUSE OF COMMONS,

WEDNESDAY, 27th April, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

MR. JAMES W. ROBERTSON, Commissioner of Agriculture and Dairying, addressed the Committee as follows:—I have to report a little upon the

## TRIAL SHIPMENTS OF FRUIT

from Grimsby. These were not apples, but I might be permitted to make two or three remarks in regard to apples. On the whole, in England, I did not find more than two or three per cent of the apples not honestly packed; I mean by that, barrels that are faced by fine apples and filled with poor ones. There has been a large percentage of our apples landed in Liverpool in a damaged condition, by heating on the voyage, or otherwise, but I do not think that more than two or three per cent were packed dishonestly; but if you listen to all that the fruit buyers in England say, they will tell you all the faults in connection with packing and with the apples, and not any of the good things. The tendency to find fault is made too conspicuous. To show you the standing of our apples in England, I need only say that the prices last year of 20 shillings and 25 shillings a barrel were proof that the apples were good—good right through in most cases.

In Great Britain, in the fruit trade perhaps more than other trades, the value depends upon everything being in a faultless condition, because if that is not the case the retail dealer runs more risks than he is willing to take, and he wants bargains. That is the reason why tender fruits brought such low prices in England last year. The retail dealers thought they ran risks and wanted to purchase at bargains; and think they got them. At the end of the season they wanted more similar fruit because it paid them handsomely. That is one of the results of our experimental shipments. Fruit in Great Britain sells at high prices, if it is in good condition; and some classes of fruit in doubtful condition will fetch ruinous prices. The value is determined by three things: first, keeping quality, then the appearance, and then the flavour. I do not think that for a long time to come the English buyer will care to discriminate much between the flavours of the different varieties of peaches. They will look to their appearance and condition. The fruit must look nice, be sound and have a good flavour. In sending peaches, tomatoes, pears and grapes, the first consideration is the packing. The package must be suitable for safe carriage. The Grimsby fruit growers thought that the package must not only be safe but suitable for a showy appearance in retail shops in England as well. They bought 2,000 cases made for safe carriage and strong to the extent that every man who tried to open them was swearing mad, with his fingers torn. The very strong package was one of the first points raised against them in England. The package should be of a shape for convenient handling, and there is no one kind of package suitable for all kinds of fruits. The package we shall use this year and used successfully last year was a good deal like that (exhibiting a box to the Committee) for peaches and pears carrying about 25 pounds of fruit, according to size, and packed from the side so as to escape the need for facing a large surface. If you



face a comparatively large surface of tender fruits and cover so as to hold them tight, it will squeeze and damage some. If you pack from the side you face a comparatively small surface, and the spring of the side piece will hold the fruit firmly in position. Last year shippers used boxes with four trays deep inside; and the movement during transit ground the surface of the peaches and pears. Fruit should be taken over wrapped in paper and packed in from the side. Each package of warm fruit, when filled, becomes a slow burning stove. Each individual fruit in ripening consumes oxygen, and generates heat. If you were to fill a cellar with apples and close it up, and go back in two or three days you would find that the fruit had raised the temperature from 5 to 15 degrees, by generation of heat in the ripening. In cooling fruit, if the package be close, the fruit in the middle will generate so much heat that it will take a week to cool a package twice as big as this box in a cold storage room; whereas, if you have provision for ventilation it is cooled rapidly and evenly, and the generation of heat is prevented. In one trial shipment last year we put fruit into the cold storage warehouse at Montreal where the temperature was held at 36° Fahr., and after forty-eight hours the fruit in the middle of the packages was quite warm, and still generating heat. Cold storage, in such a case, is like throwing water on the outside of a building on fire where there is plenty of fuel in the middle of the building which is keeping up enough heat to counteract the water on the outside. There is need for having the package provided with thorough ventilation, with room for the escape of hot air from the top. That we learned thoroughly last year by our trial shipments.

*By Mr. McMillan :*

Q. Would apple barrels be better if they were bored on the top so that the warm air would be allowed to escape?

A. Certainly; either that or using the packages constructed such as this one I have been describing, or by having a little shaving taken off each stave. There is no safety for apples on board ship in the autumn unless that is done.

*By Mr. MacLaren :*

Q. Even that has not been done?

A. No, and that is why as many as 35 per cent of the apples sent over to Great Britain have been reported slack or wet, even when well packed, because of the generation of heat.

#### THE PACKING OF FRUIT.

I come next to say something about the packing of fruit—not merely the package, but the packing of the fruit. For tender fruit to be carried a long distance, it is very important that it should be plucked and packed in a right condition of ripeness, and that can be learned only by experience. In picking peaches in warm weather a common practice seems to be to go around and feel the fruit and leave the ones that do not yield a little bit when pressed. I held a few boxes of peaches in cold storage for two months after the others were shipped, and I found that those which had decayed had decayed at the places where they had apparently been pressed. There is no likelihood of having fruit treated in that way landed in Great Britain in good condition, no matter how good the conveniences for carriage may be. Then in Canada there is no accommodation for cooling peaches before they are wrapped. In California the peaches are cooled before they are wrapped, while in Canada they have been wrapped immediately after they have been taken from the orchard while in a warm condition. The wrapping keeps the

## Agriculture and Colonization.

peaches from being cooled and generates heat very quickly. In California they have cold storage rooms at the orchards, and the fruit is cooled before it is packed. So far, in Canada, we have been packing fruit warm and trying to cool it afterwards, and have found it much more difficult. In packing there should be just as little handling as possible. Last year we had the leading fruit growers in the Niagara district making shipments. I found that peaches were, in most cases, handled five or six times before they were put into the cases. You can understand how the handling of delicate fruit in a warm condition increases the risk of injury. Fruit should be cooled as soon as possible after it is picked, and it should be picked firm, because that is the safer way to keep it until it gets to England, not in a condition that is called "sleepy," but in a condition so green that the fruit will not be fit to eat for several days. That will fetch twice the price of fruit that is in condition to go on the table immediately after leaving the ship.

### CAREFUL GRADING.

Great care should be exercised in selecting the specimens of fruit in order that none may be sent from Canada that are not quite sound, of good shape, and of the right size. I do not hint that the farmer should waste anything, but I think that he should keep the inferior kind of fruit by itself.

*By Mr. Rutherford :*

Q. Send it to the North-west ?

A. It makes very good fruit for evaporating. By separating the grades of fruit there will be more money obtained for the fruit that is sent to Great Britain, and then the farmer may make what he can out of the smaller fruit in some other way. He will really make more money by the separation. Another result will be that the individual shipper in Canada will gain in reputation on the British market, and his brand will be waited for and bid for in the markets. In the markets in Great Britain men wait for a certain brand and they would give four shillings a barrel more upon the brand alone although the fruit might not be any better. In the fruit trade, which more than any other is risky, a retailer will buy only what he can handle with the least risk.

I have one word only to say in regard to the size of the fruit. Every kind of fruit that goes to Great Britain from Canada should be of the largest size we can send, and reasonably uniform. The grading of apples in two sizes will make the whole lot worth more money. An exception to this statement is tomatoes, because in this class of fruit, the large sizes bring the low prices. Large tomatoes will sell for smaller prices than small tomatoes. All the communications and advices that we sent out last year were to send small-sized tomatoes to Great Britain.

*By Mr. Bergeron :*

Q. Why is that ?

A. We found by actual test that of the tomatoes marketed in equally good condition and from the same place the small size netted at Grimsby one-third more than the large ones. The small size sold at 9s. 4d. per case, and from the same ship tomatoes of a large size sold for 6s. 8d. per case, or nearly one-third less in England, and there were the same freight charges across the Atlantic.

Q. Was the taste of the two sizes the same ?

A. They appear to have the same taste, but the small size is wanted.

*By Mr. Featherston :*

Q. In apples the medium-sized Spies would not be better than large ones, would they ?

A. I have found a preference for large apples, pears and peaches. But when I say large pears I do not mean those of monstrous sizes. But the larger you get the Bartlett or the Buerre D'Anjou the better.

#### QUANTITIES IN TRIAL SHIPMENTS.

That brings me to speak of the quantity of fruit we sent in these trial shipments. We sent last year 1,400 cases of peaches early in the trial shipment season, 1,696 cases of pears, 638 cases of tomatoes, 47 cases of apples, 55 cases of plums, 3 cases of quinces and 2,700 cases of grapes.

*By Mr. Bergeron :*

Q. That is not the whole exportation of fruit for Canada during the season ?

A. That is only the fruit that was sent over as trial shipments to test the methods of carrying these tender fruits. The shipments comprised pears, peaches, tomatoes, apples, plums, quinces and grapes.

*By Mr. Featherston :*

Q. What varieties of apples did you ship in crates ?

A. The Duchess, the Mackintosh Red, and St. Lawrence, early ripening fall apples.

Q. Was there any Duchess ?

A. They were scarce last year. Of these shipments there were three shipments to Glasgow, three to Liverpool and four to London. The object was to follow one shipment with another in two weeks, so that the men who got a bargain the first time would pay better prices the next time. The first shipments were chiefly peaches and pears, and later on grapes. Now, there were pretty heavy losses on the shipments of fruit for these reasons. The loss on peaches and pears was due to two things, unsuitable packages, and want of experience of the cold storage for tender fruits on the ships. When we got a knowledge of these the season for shipping those two kinds of fruit was nearly past.

#### GRAPES DID NOT SUIT.

Mr. Crandall mentioned shipments of grapes which arrived in bad condition. A few did; not more than 50 packages out of the 2,760 packages shipped. Some shippers said: "Let us send a few cases in the first shipment to see how they will carry." These grapes were pulled before they were ripe and they fell off the stems. Grapes are not like pears, which ripen better off than on the stem. These grapes the British merchants told us, they did not want as the people did not like the taste. Some of them were put on the table in a hotel and the Americans and Canadians present ate them readily, while the others would take a couple of grapes and spit them out. But by the Saturday they were cleaning the plates off. An Englishman coming out here does not like the taste of our grapes at first, but he does after he has been here a short time. It is like the taste for tomatoes; you have to cultivate it. In response to strong representations from fruit growers the Government sent over grapes to see whether we could create a good market. I think that should be done this year again even if we have to give away some grapes. It is good for the country, as it gives the people an object lesson of our climate and what our horticultural and agricultural resources are.

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## AGREEMENT WITH THE SHIPPERS.

The arrangement with the shippers was that the Department would guarantee the wholesale price at Grimsby and take the risk, as the shippers were not ready to take it. At Glasgow, for instance, we made arrangements to distribute some grapes to Newcastle, Carlisle, and other North of England cities, so that next year we would know whether there was any market there. The loss was great, because the grapes were practically given away. I don't think that was a total loss to the country ; it was a loss on the shipments, but it made a beginning for a business which may grow to large proportions. More grapes are grown than we have a market for here, and we can well afford to give some of them away if thereby we can create a market for future use. It already has resulted in this, that one large maker of jellies, and you know that some of these businesses are very large indeed in the old country, has made inquiries if he could get large quantities of grapes from Canada. Any outlet in that way would be good for the country.

The next thing I would like to put before the Committee is a brief statement of the returns of the several kinds of fruit that were landed in good condition, together with the cost of shipping them. The statements are as follows :—

### SALES of some Fruit by Garcia, Jacobs & Co., London, England.

#### PEACHES.

Shipper.	Number of Cases.	Price Realized.		Expenses per Case.	Net Proceeds per Case.	Number of Sales.	Date of Sales.
		s. d.	\$ cts.	\$ cts.	\$ cts.		
Geo. Smith .....	21	15 4	3 68	0 88	2 80	7	Oct. 15
C. W. VanDuzer .....	7	12 0	2 88	0 84	2 04	7	" 15
L. Woolverton .....	4	14 0	3 36	0 87	2 49	7	" 15
Geo. Smith .....	10	12 0	2 88	0 84	2 04	7	" 15

#### PEARS.

L. Woolverton .....	6	16 0	3 84	0 89	2 55	5	Oct. 15
D. J. McKinnon .....	5	14 0	3 36	0 87	2 49	5	" 15
C. W. VanDuzer .....	3	12 0	2 88	0 84	2 04	5	" 15

#### TOMATOES.

W. J. Andrews .....	7	9 4	2 24	0 81	1 43	8	Oct. 22
L. Woolverton .....	3	9 4	2 24	0 81	1 43	8	" 22
E. J. Woolverton .....	6	6 8	1 60	0 78	0 82	8	" 22

#### GRAPES.

D. J. McKinnon .....	5	4 0	0 96	0 74	0 22	8	Oct. 22
L. L. Hagar .....	14	3 8	0 88	0 74	0 14	8	" 22
D. J. McKinnon .....	12	3 6	0 84	0 74	0 10	5	" 15

#### PLUMS.

A. H. Pettit & Son .....	2	15 6	3 72	0 89	2 83	5	Oct. 15
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## SALES of some Fruit by Thomas Russell, Glasgow.

## PEACHES.

Shipper.	Number of Cases.	Price Realized.		Expenses per Case.	Net Proceeds per Case.	Number of Sales.	Date of Sales.
		s. d.	\$ cts.	\$ cts.	\$ cts.		
L. L. Hagar .....	13	4 0	0 96	0 67	0 29	6	Oct. 15
A. H. Pettit & Son .....	6	4 0	0 96	0 67	0 29	6	" 15
L. L. Hagar .....	13	3 6	0 84	0 67	0 17	6	" 15

## PEARS.

E. J. Woolverton .....	8	8 6	2 04	0 74	1 30	6	Oct. 15
W. J. Andrews .....	2	8 3	1 98	0 74	1 24	6	" 15
E. J. Woolverton .....	7	9 0	2 16	0 74	1 42	10	Nov. 2
W. J. Andrews .....	4	15 0	3 60	0 82	2 78	10	" 2
L. Woolverton .....	3	11 0	2 64	0 76	1 88	10	" 2

## TOMATOES.

C. W. VanDuzer .....	9	5 2	1 24	0 67	0 57	6	Oct. 15
L. Woolverton .....	2	5 0	1 20	0 67	0 53	6	" 15
C. W. VanDuzer .....	5	4 1	0 98	0 67	0 31	3	Sept. 27

## GRAPES.

L. L. Hagar .....	2	3 9	0 90	0 67	0 23	10	Nov. 2
D. J. McKinnon .....	8	3 0	0 72	0 67	0 05	10	" 2
L. L. Hagar .....	88	3 0	0 72	0 67	0 05	10	" 2

The Committee will bear in mind that I am not giving the averages because a good deal of the first shipments landed were over-ripe before the people knew what could be done. You will notice that 21 cases of peaches shipped by George Smith, sold in one lot for 15s. 4d. a case, each case holding about 45 to 50 pounds. This was equivalent to \$3.68. The actual expenses per case taking, were 88 cents, so that the net proceeds at Grimsby were \$2.80 per case. From L. Woolverton four cases were sold at 14s., or \$2.49 net at Grimsby. Another lot from C. W. Van Duzer sold for 12s. a case, netting \$2.04 at Grimsby. Another lot from George Smith, ten cases sold at 12s., netting \$2.04. The peaches that went to Glasgow did not sell so well, because there were very few peaches sent to Glasgow, the shipments there were chiefly pears and grapes.

By Mr. Parmalee :

Q. What was the cause of the fluctuation ?

A. It was a difference in the condition. I had these sales followed to some extent by Mr. Crandall, and through some commercial connections I have on the other side I received a report from the retailers. These said that the Canadian fruits pleased their customers well, and said they could sell large quantities if they got them in good condition. One object of my going over to England this summer is to make further arrangements in this direction.

## Agriculture and Colonization.

*By Mr. Featherston :*

Q. You got good prices for peaches ?

A. Yes, for some of them.

*By Mr. McMullen :*

Q. Did you use boxes for them ?

A. The small packages, like this one I have shown you ; most of the packages last year were too large. There is no occasion for display or home-carrying packages except for grapes. For these we use four small veneer boxes with handles and put them inside a case like this. We will have these this year. The case with trays inside last year cost 46 cents a case ; that was the best price they could be got for, the shippers got them themselves, although with the cost guaranteed by the Department. These cases which we have ordered for this year are better every way, and cost 6½ cents each. They hold about half the quantity of those used last year.

*By Mr. Cochrane :*

Q. That is for peaches ?

A. For peaches, pears, and also tomatoes. We have packages of different depths in accordance with the kind of fruit. The intention being to have as nearly as possible three layers of fruit in each case, packed from the side. In the case of pears you will observe one lot of these cases sold for 16 shillings, that being \$2.95 net at Grimsby, Ont. Another lot brought 14 shillings, netting \$2.49. Then another brought 12 shillings, netting \$2.04.

Q. How much would these packages be in weight ?

A. About 45 or 50 pounds. The weight was not ascertained in every case. The fruits were in trays, and the numbers were stencilled on the ends. Generally there were from 150 to 200 in each. I could not find that one variety of pears was preferred to another. The great thing which applies to these is to have them in good condition, of fine keeping quality, attractive appearance and of good flavour. That appears to be the order they value the qualities in.

Tomatoes sold for 9s. 4d., netting \$1.43 at Grimsby, while the large varieties sold for 6s. 8d., netting 82 cents at Grimsby. The difference between these two kinds was entirely owing to the size of the tomato without any regard to the quality or flavour. These are very handsome prices, and pay well, because that was getting at Grimsby \$1.43 for rather less than a bushel. Growers can provide them for 50 cents a bushel at a profit.

Mr. PETTET:—They sell them for 25 cents.

Mr. ROBERTSON:—Now, as to plums, some sold at 15s. 6d., netting \$2.83 at Grimsby.

### EXISTING COMMERCIAL AGENCIES TO BE USED.

For these perishable fruits there seems to be a capital opening, now that we have discovered the best method of packing and shipping. I think we can this year further improve the methods of shipping and of selling. In sending fruit from Canada to England it does not seem advisable to antagonize any of the wholesale people who handle our fruits and those of other countries. If we open up new channels in direct opposition to them we would meet them at every

point in such a way as to hinder us from getting the best class of customers: The fruit is sold in auction markets and in some cases the ring of buyers is very small. These buyers send it to the outside towns to supply the merchants there, and some of them are getting rich, almost as rich as those who handle our Canadian cattle. There are no business men who have made so much money in the last few years as those who have stood between the exporters of our cattle and the consumers of beef in England. I heard lately of men in it who in a few years have rolled up fortunes. All we have to do to improve the channels for the sale of our fruit is to get some of the fruit merchants in the surrounding towns to come to the auction sales and buy direct, and if they do that we can get full value. This year we hope to have the sales on certain days even if the fruit has to be held in cold storage for a few days. If some 50 or 60 of these merchants come to the sales then we will have better competition in the bidding and a largely increased market. We do not want to ignore the existing channels of trade, and if we help to widen them and the British merchants fight it out between themselves we can get better prices.

*By Mr. MacLaren :*

Q. How about the system here? Do you not think there could be an improved method of handling the fruit? Let the farmers pick it themselves at prices agreed beforehand; not have to fight for a price afterwards?

A. There is this to say about that, that unless the farmer be a special grower of fruit he has neither the time nor the conveniences to sort and pack well. If the dealers will adopt better methods of sorting, the farmer will get more by allowing them to do the picking. Take pears, for instance. A man not accustomed to handling them will not put them up in the best shape for the English market. The California fruit merchants have skilled men in their packing houses.

*By Mr. Rutherford :*

Q. Up in our country, our fruit supply comes from California and it seems a strange thing that fruit should go from Ontario over to England and that just on account of the ignorance of packing here our fruit in the west should come from California?

#### SUPPLYING MANITOBA.

A. We are urging upon the railway companies to have a fast service for cooled fruit from Ontario to Manitoba. The fruit growers at St. Catharines have 800 tons of ice put up and with a good railway service should get the fruit into the western markets in good shape.

*By Mr. Bain :*

Q. How do the plums stand?

A. Very well, indeed. Some of them sold at 15s. 6d. I think hitherto, also, we have had very serious difficulty because of the want of cold storage at certain points and the want of a cold storage service on the railways. The fruit dealers at Winnipeg give a decided preference to the California fruit because there is less risk with it.

With the Ontario fruit they say "we have often one-half bad, and we do not want that." Now that the cold storage system has been established and there is a reasonably fast train service we should get it out there in good shape.

## Agriculture and Colonization.

*By Mr. Rogers :*

Q. Is their fruit as good as ours ?

A. The California fruit is tough in fibre and not nearly so tender as ours nor so fine in flavour. Last year the average number of days in transit from Grimsby to the port in Great Britain was 20 days, or, to be exact, 19.9 days. That is a great deal too long. The California fruit was landed there in Southampton in less than 12 days, while ours took an average of not less than 20 days from Grimsby to the same place. We expect this year to reduce that by at least five days so as to have a fourteen days' service from Grimsby to the other side ; and with the improvements made in the cold storage service, after seeing the needs of the business last year, I am confident from the beginning to end we can send over peaches, pears and tomatoes in good condition so as to get the highest price going there.

### NO MARKET YET FOR GRAPES.

I would recommend the sending of some grapes. I do not see any prospect of getting full value out of them yet. I will give you an illustration of how difficult it is to sell Canadian grapes in England. There is in Manchester a large co-operative society that handles about £24,000,000 worth of stuff annually for its members. When I was there I met the committee. My main business with them was to induce the committee and buyers to use more Canadian flour, bacon, butter and cheese. They handle a great deal now. I said to them: If you will arrange to receive one or two carloads of choice grapes and will give us what money they will fetch, we will send them. They politely told me that they did not wish to have anything to do with grapes, that they could not handle them.

*By Mr. Featherston :*

Q. Is there not a good deal of rivalry between that co-operative association and others ?

A. Yes; but the Wholesale Co-operative Society do a large trade. They are one of our best customers. Their turnover reaches about \$120,000,000 a year. I offered this concern practically two carloads of choice grapes, to give us what they would fetch, in order to introduce them to their customers, and the result was as I have stated to you.

*By Mr. Semple :*

Q. Would it not be unnecessary to ship these grapes over there merely in order to cultivate the taste of the British people ?

A. Our grape growers cannot in many cases get two cents a pound for their grapes, and very soon they will not get even that unless there is another opening. If by sending a few carloads of them to England we could create a demand for them over there, such as has grown for tomatoes, I think it would be a capital investment. A few years ago you could not get tomatoes in the market, and now there is a large trade.

Mr. FEATHERSTON:—A great many of our grapes are sold here for \$20 and \$25 a ton.

Mr. ROBERTSON:—I dare say, and let me say this, while on the subject of grapes—I would not mention it otherwise—that I think there is a promising opening for grape juice, unfermented, to drink with such things as Radnor Water or Apollinaris Water. No drink in warm weather is, in my opinion, more refresh-



ing or so soothing as that. I have been trying to get our grape growers to go into it, as they have done to a considerable extent in California.

DAIRY LEGISLATION.

Mr. Robertson was invited by the Committee to make a statement in regard to Bill No. 83, introduced by Mr. Parmalee, intituled "An Act to prohibit improper speculation in the sale of butter and cheese," referred by the House of Commons to the Committee on Agriculture.

(For copy of Bill here referred to, *vide* Appendix to this report.)

Mr. Robertson said:—Mr. Chairman and Gentlemen: In offering some evidence on the existing conditions of the cheese and butter business as this Bill may affect it, I would like to say a few words in regard to the dairy legislation that has been enacted. I think every one will assent to this proposition that all laws relating to commerce should aim at preventing fraud; and in the second place all such laws should aim to protect the public interest even if no fraud be intended. Whether dealing in futures be fraudulent or otherwise, if it injures the public interest I think it is a fit subject for such legislation as will prevent that. In 1893 the Dairy Products Act was passed to meet an existing danger. At that time a United States concern was going to make filled cheese in Canada and a law was promptly put on a statute-book prohibiting that practice in this country. I say that because it is not best to put any laws on the statute-book in reference to dairying to meet purely theoretical evils; but when you meet an actual evil that is the time for action. At that time there was a good deal of fraudulent branding of the word "Canada" on United States cheese going through Montreal. The fact that that was very often done was verified by an actual examination of the goods, and a law was enacted to prohibit the branding of the word "Canada" or "Canadian" on any cheese not made in this country. This has helped the dairy business a great deal. The same law required that the name of the country of origin should be branded on all cheese coming into Canada, and now we keep an inspector in Montreal to see that the brand of the United States is on all cheese from that country going out from Montreal. This has all been useful although some objected at the time, fearing that it would be prejudicial to the cheese trade.

The Dairy Act of 1897 went a little farther and made provision for the registration of cheese factories and creameries. There were before the Committee on Agriculture and Colonization at that time, persons who expressed different opinions as to the need of that legislation. In the brief time that the law has been in force over 600 applications have been received at the Department and certificates have been issued to that number of cheese factories and creameries who want registration numbers in order to preserve the identity of their goods. That law provides penalties for misrepresenting the dates when cheese is made. The practice that was carried on to some extent in Montreal, chiefly, by which cheese made in August would be branded "September" or sold as the finest "Septembers" was doing our trade some harm in Great Britain. That had the effect of making the English importer rather suspicious of the superior quality of September cheese and entailed a good deal of annoyance and some litigation. The law further required the branding of the word "Canada" or "Canadian" on all cheese made in Canada for export before it left the factory. That law is in force this year so that cheese from Canada will have the word "Canada" or "Canadian" branded on it. That will make it difficult for our cheese to be sold as the best English or Scotch or the best anything else except Canadian. I think you will agree with me after what I have said in this connection that that legislation was all very necessary and all very useful.

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*By Mr. Rogers :*

Q. Does it provide for compulsory registration ?

A. Not for compulsory registration. That is optional, but it provides for the compulsory branding of "Canada" or "Canadian" and the total prohibition of misrepresentation of dates.

*By Mr. MacLaren :*

Q. They have all to brand the proper date ?

A. Yes, if any date.

### DIFFICULTIES OF ENFORCEMENT.

Some men in every business are usually reluctant to admit the need for any legislation that touches it. The remark of old John Bright, when he said that there were people who objected to the ten commandments as harassing legislation, because they ran across their own practices too often, might be true of some of those in the cheese trade.

The only serious objection raised against a Bill like this from any quarter has been that it will be difficult of enforcement. The leaders of humanity have been trying for over 3,000 years to enforce the ten commandments, with only partial success, but still they have been of benefit to the world. To some extent it would be the same with this Bill.

All bargain making of the people should be touched by legislation in a very careful way. That does not mean timidly ; it means cautiously but not in a cowardly way. There are too many of us frightened from doing things because people say in awe-stricken tones we should be careful. In a case like this to be careful means to be courageous and to put a wrong thing down. People say that the sale of "futures" is common in Chicago and New York ; and perhaps that is an intimation that it should not be put down in Canada ; on the other hand the fact that a practice is common in Chicago need not commend it to Canada. Bargain making is commerce,—bargaining how things shall be exchanged, and exchanging them. There is no other commerce except bargain-making for, and the exchange of things. I can make a bargain with a man that if a certain horse does not win a race I will pay him \$10 ; and perhaps I have a perfect right to do so, but that is not commerce. Legislation that would touch and prevent that would not touch commerce, which deals only with the handling of things and bargain making in connection with them.

In commerce there are three classes, producers, middlemen, and consumers.

*By Mr. Sproule :*

Q. Have you considered the question whether it would not be ultra vires of Parliament to pass a law that would interfere with the right of contract, that is evidently the duty of the provinces ?

A. I would not express an opinion beyond saying that I understand that any legislation dealing with commerce which is interprovincial and extra-provincial would be competent for the Parliament of Canada.

Q. But practically you make a contract to sell or deliver so and so ?

A. I am not prepared to express an opinion of any value on that. If the provinces have need of it and the provincial legislatures are the proper authorities, let us press the matter there. The point is, not to allow a good thing to be left undone if it can be done ; but to find out who should do it and have it done even if there are difficulties in the way.

*By Mr. Douglas :*

Q. The matter has been taken up in England ?

A. Yes.

Q. And also in the United States ?

A. With only a limited amount of success there.

*By Mr. Talbot :*

Q. What is the effect on the cheese trade by selling short ?

A. I am coming to that.

The CHAIRMAN:—Would not the Abbott Bill to suppress bucket-shops have the same effect ?

Mr. SPROULE:—The one thing is gambling in stocks, but this is distinct from that.

The CHAIRMAN:—The one is gambling in stocks, while this is gambling in cheese.

Mr. SPROULE:—It appears to me it would be important to have a competent authority to express an opinion on the Bill. I draw a distinction that so long as gambling is practiced we have a right to interfere, but so long as the sale of futures is practiced it is a matter for the provinces.

The CHAIRMAN:—Sir John Abbott introduced legislation with a view to suppress futures in other lines, what is popularly known as bucket-shops, and I was suggesting to Mr. Sproule that this was the same line in dairy products, and possibly the same rule would apply in both cases. In the meantime Professor Robertson might finish his statement to the Committee.

#### WHO WOULD BE AFFECTED BY THE ACT.

Mr. ROBERTSON:—It is thought that the middlemen are the people to be affected by this bill. The man who is a middleman in commerce is a man who handles things and facilitates trade. He is entitled to a fair profit for the handling of things and no more. Just as far as he does his part in commerce he is as necessary and useful as the producer and the consumer. It is all nonsense to say that he is unnecessary. He is as necessary as the one or the other because he makes it possible to get things from one to the other.

The selling of cheese and butter is done, in the first instance, by salesmen who are appointed to represent the patrons of the cheese factories and creameries. These salesmen may sell direct to a merchant, who may export the cheese or butter, or they may sell to an agent of such a merchant, or cheese buyer, who may in turn sell to an exporter.

Many of these salesmen belong to a dairymen's board of trade, which may meet at some town or city in their district weekly or fortnightly. The cheese and butter are sold by auction or otherwise at these boards.

In Western Ontario, cheese and butter are mostly sold subject to inspection of quality at the factory before they are shipped. In Eastern Ontario and portions of Quebec, cheese and butter are sold with the quality and weights guaranteed in Montreal, which means that they are subject to the inspection of the buyer after they are in warehouse in Montreal.

The factory salesmen do not as a rule sell any cheese or butter before these are made, with the exception sometimes of cheese and butter, which may be made

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in the months of August, September, October, and later. Frequently the factory salesman agrees to sell what is called the "fall make" at one time, and the contract is often made before all of these fall goods are manufactured.

The exporters of cheese usually sell to merchants in Great Britain, by cable, at a price, C.I.F., which means at a certain rate in shillings and pence per cwt. of 112 pounds, with cost, freight and insurance paid to the port designated. The exporter may make a bona fide offer of cheese or butter which he has in his possession, or he may make a bona fide offer to sell cheese or butter which he expects to buy, after his offer is accepted.

When an exporter makes an offer of cheese or butter which are not then made, offering to deliver them at some future date, he is said to be offering "futures" or selling "short." A transaction of that sort, where the butter or cheese are not then in existence, is quite different from that of an exporter offering to sell for future delivery cheese which he owns or which at any rate are then in existence and can be owned by him.

I want to make one illustration more. The handling of goods by the middleman who facilitates the exchange of things—that is commerce—is a distinct service. Every man is entitled to his pay for just as much service as he renders, and no more. If a man has goods in his shop, where I can get them as I want them a pound at a time, he is entitled to profit for the risk he runs, for his time, for his capital and for the rest of it, under any honest system of economics. The point is as to whether any man has a right to stand on the avenues of commerce, without doing anything, and compel payment to himself for no value given. Take, for instance, those engaged in carrying goods from Toronto to Montreal—the collecting merchant, his employees, the railway men, the brakemen, the bookkeepers and the other classes of labourers of all kinds do render some service. Suppose at a certain point in the journey there came in certain men who held up the train, saying "You cannot get by until you pay us." They do not handle anything, they do not render any service to commerce or production, they do not contribute anything. They obstruct; they interfere with trade; they make it unsafe. Those men should be abolished whether on a railway or in a counting-house, if they block the exchange of goods and do not facilitate their exchange. That is what a man who deals in futures does. A man sits in his office in Montreal, and in May he will cable over to England offering to deliver 1,000 boxes of July cheese to be delivered in August at a certain price. That has been done often. At the time he cables there is not a box of July cheese of that season in existence. That man's offer will not be accepted in England; it very seldom is; but he offers to deliver the cheese at a lower price than the existing price, and every man who gets an offer of that kind says, "Well, I will not buy; the price is evidently going down and I will wait." This was what the dealer in futures desired. His object was simply to depress the market here. That is not speculation.

### A DIFFERENCE BETWEEN SPECULATION AND GAMBLING IN FUTURES.

When a man speculates he hopes to gain something. When he buys something he hopes to sell it at a better price; when he buys what exists and puts his money into it, he hopes to gain something and has a right to do so. He is essential to the safety of commerce, just as essential as the fly wheel on the engine to keep it going steadily. But the man who does not contribute anything, but merely threatens that by and by he will sell a thing cheaper than others, is not a desirable factor in commerce. His object is to break the market down. The efforts of the other men are directed towards holding up the price of the articles. The speculator is steadying the market. On the other hand everyone who gambles in futures has

a tendency to keep the price down and to break the market. His influence on the trade is evil, evil only, and that continually.

Last summer when in Great Britain I went with the remembrance of what had been dinned in my ears for two years on this side of the water by exporters of cheese, to the effect that we were making more cheese than the English market could take care of, and that the consumption was going off to meats, tinned goods, jams and jellies. Last year I went to the wholesale and retail dealers and they all told me that the trade had been improving and they were getting rid of our cheese as fast as we were making it here. Then there came two things, mild weather—and we had admirable weather in August in Canada for making cheese—and the engineers' strike. There came some offers that cheese would be delivered in November, and later, for less than it was selling for at that time. What was the result of that? Everyone wanted to get from under. It produced a panicky feeling and put the price of cheese down by three cents a pound. There was a first-rate consumptive demand in England; and yet our producers or merchants lost three cents a pound. That would not have come at that particular time or with so much severity except through this practice of selling futures for the purpose of depressing the market here. Take a man who is a large exporter of cheese and who was last year president of the Cheese and Butter Association of the Board of Trade of Montreal, a city where the bulk of this is done. In his annual report last fall he deplored this practice of selling futures, thought it was on the increase, was a grievous injury to trade, and last year had done a great deal of damage. These words also express my views.

*By Mr. Featherston :*

Q. Who was the president?

A. Mr. Brice.

*By Mr. MacLaren :*

Q. Still, they make enough to get rich ?

A. We do not want them to get rich too fast. We want them to work. The Bill deals with three things; first, a man shall not sell what is not in existence. That does not interfere with a man's right to make a contract, because a man has no right, natural or acquired, to contract to deliver to another man cheese and butter which do not exist. The next thing is that a man shall not sell a thing that he does not own. That is a question that is open for debate. He should not, in my opinion, offer to sell what he does not own until he has some good prospect of owning it. The Bill expressly exempts (clause 6) from that prohibition a man who represents the material and means for making cheese and butter, so that when a man represents the factory and the cows and the farms he has a right to sell what these will produce, because the materials for making the products are in existence and subject to his action. That is quite different from a man offering to sell something that he does not own, and that he has no means of producing or of acquiring. I think that the Bill must do good; and the only difficulty I see is the difficulty of administering it effectively. As to that point, if a copy of this Bill, after it is passed, were sent to every importer in England they would see that this practice is illegal in Canada, and no one could tempt them in such a way as to weaken the market by an offer of futures.

*By Mr. Frost :*

Q. How can you tell the difference between a man offering to sell cheese as a speculator and a bona fide producer?

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A. A man could not offer to sell July cheese until July cheese are made.

Q. Could he not make a contract?

A. The Bill would prevent it, unless he represented the patrons or salesman.

*By Mr. Talbot :*

Q. Suppose I want to make a contract with the leading hotel to supply five or six thousand pounds of butter during the ensuing season, I am prevented from doing so by this law?

A. No, not by this law. The last clause exempts that.

Q. Any person who offers to sell "any butter or cheese which at the time such sale, offer or agreement is made has not been manufactured and is not his property or the property of some person for whom he is duly authorized to act, is guilty of an offence"?

A. But the last clause exempts the person who represents the producing factors. Clause 6 provides: "Nothing herein shall be deemed to prohibit any person who is duly authorized to act for the person or persons who supply milk to any dairy or butter or cheese factory, from selling, or offering to sell or agreeing to sell, any butter or cheese to be manufactured at such dairy or cheese factory or butter factory."

*By Mr. MacLaren :*

Q. If I wanted to contract for 1,000 boxes of July cheese, could I make that contract under that Bill?

. You could with the salesmen of cheese factories, regularly appointed.

Q. How would any person know whether I had that cheese sold in England or not?

A. Because if the Bill were in force nobody in England would accept an offer for this reason: He would say, "The Canadian law makes that illegal, therefore if the price goes up the Canadian is not required to deliver the goods, but if the price goes down he will hold me to the contract. Thank you, none of that for me."

Q. How are you going to know, supposing I cable from my office to ten men in England offering 1,000 boxes of cheese; and if any of these offers are accepted, how are you going to tell that I have done it when I am using my cipher?

A. The English importer would not accept the offers, or be affected by them if he knew this law was in force.

Q. I think this will require some sifting out?

A. It is quite possible that this law might not be altogether effective in stopping the practice which is acknowledged by everybody to be an evil one. If this law is not sufficient, then let us make a law that will be sufficient, or let us confess ourselves unequal to do the duty that lies upon us of protecting the farmers and this large interest. Let us try this law for a year or two and if it is not sufficient let us make it sufficient.

Mr. GILMOUR:—If the whole deal was in this country we could prevent it, but seeing that the main portion of the deal is in another country—England—we cannot prevent it. The only effect would be to remove the agencies to England.

Mr. SPROULE:—We could prosecute here but not in England.

Mr. GILMOUR:—And as a consequence the agencies in Montreal could remove their place of action to England.

Mr. TALBOT:—But the people over there would not buy from them.

Mr. GILMOUR:—They could if they wished, through agents.

Mr. TALBOT:—But no one would sell, because they would be equally guilty.

Mr. McMILLAN:—The buyer on the other side would be very careful in buying from persons here when he knew the law of Canada would not allow him to punish the man, because the law prohibits that sort of thing here.

Mr. GILMOUR:—Business knows no law. If a man wants a thing he will have it whether it contravenes the law or not. If I was in England and bought something I would not care whether the seller contravened any law or not. Cheese is a thing which has to be bought ahead, and this Bill acknowledges that when it allows a man to sell ahead, through proper agents. It would break up trade altogether if you could pass this Bill, but I tell you you cannot.

Mr. CAMPBELL:—Is it desirable to do so even if you can?

Mr. GILMOUR:—No, I do not think so.

Mr. SPROULE:—Another thing that is growing up is for a man to go through the country and contract to take milk from a number of farmers, and then to go into the city and contract to deliver it. He does not own the milk, but he is acting as a middleman. That is the practice too in selling fish, but the men who sell do not own them. They hire men to fish for them.

Mr. CAMPBELL:—Through men selling wheat short millions of dollars have been given to the farmers of Canada and the United States last year.

Mr. McMILLAN:—As our time is up, I move that the Chairman take the advice of the Minister of Justice.

Mr. MACLAREN:—With regard to asking witnesses to come here, is such action before the Committee?

The CHAIRMAN:—That is for the Committee to consider.

Mr. MACLAREN:—It would be a good thing to have dealers and salesmen from different markets come here and give evidence.

Mr. CALVERT:—If the Bill cannot be put into effect there is no use having anyone come here to discuss it.

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COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
FRIDAY, 29th April, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

Mr. J. W. ROBERTSON, Commissioner of Agriculture and Dairying, was called, and in response addressed the Committee on the subject of poultry and eggs, as follows :—

The poultry trade of Great Britain is a large trade. There are counties in England where people are still growing rich from the enormous sales, particularly of chickens. Great Britain imports altogether of poultry nearly three and a half million dollars worth. In 1896 \$30,000 worth were sent from Canada and about \$90,000 worth credited in the British returns to United States ports was actually from Canada.

### IMPORTANCE OF PROPER FATTENING OF POULTRY.

One defect in the management of this business is that people in Canada do not properly fatten their poultry. So important is this considered in England that the rearing and fattening of poultry are carried on by two distinct classes of people in most cases; therefore poultry is finished to a very excellent condition. The fattening takes from three to five weeks time. With hens, cockerels, pullets, it is impossible to get them into the condition of fatness they require them in across the water if they are allowed to run at large. They have to be penned up in crates during the last three weeks. Our chickens do not compare favourably with the home grown chickens and cockerels of Great Britain, or the birds from France. It does not follow, however, that we cannot equal them. We are trying to publish the details this year for the information of farmers here, and after the home market is supplied I think we will have a large supply of chickens for export. In fattening turkeys we do not do as well as we might, though Canadian turkeys that went to Great Britain compared very favourably with those there. It should be remembered, however, that the choice birds are taken for export and the best we had were sent there. But they were not as good as they might have been, in many cases, if they had been fattened properly. In fattening turkeys it is to be observed that sweet meals, such as sweet oatmeal, barley and rye meals only should be used. They are best. Cornmeal should not be used because it has a tendency to give the birds, turkeys particularly, a yellow colour to which the English purchaser objects, but which people in the United States prefer. If you ask about it in the United States they will tell you that they prefer the yellow; but the English people object and are willing to pay a price proportionate to their own taste being met. Mixed meals are best and they should get them both morning and afternoon in a soft steamed condition. If the meal is cooked it is preferable; if not it should be steamed until soft during the fattening period. The birds do not grow a soft flesh on whole grain fed raw. Turkeys cannot be fattened in coops like chickens, and in England they are put in a shed with a screen in front, ten square feet being allowed to each bird. There is room for exercise and also for letting in fresh air and sunlight.



*By Mr. Broder :*

Q. A comparatively cheap shed would do, I suppose ?

A. Oh, yes.

*By Mr. McMillan :*

Q. Ten feet square ?

A. No, ten square feet ; so that ten feet square would give you room for ten birds. Then one important thing that should be known about this is that feeding skim milk sweet, or sour, with meal will add to the quality of the flesh and cause a rapid increase in weight. It helps the colour very much also, and gives a whiteness which is very desirable. I did not learn these points in England from the dealers but from the men and women—and a great many women are engaged in this business—who fatten poultry. One thing more, the best turkeys are fed with nearly half an ounce per day of the commonest fat that can be found. That is fed to them during the last ten days of the finishing period. It has the effect of softening the flesh and of giving it a juiciness that nothing else will give. That is fed with the soft food.

*By Mr. Broder :*

Q. Scraps ?

A. Yes, they are sometimes fed lean scraps ; but that does not answer the purpose. The fat is a good thing. It makes the flesh softer.

#### HOW THE BIRDS SHOULD BE KILLED.

Then in the killing of the birds dealers insist upon the birds being killed by wringing their necks instead of bleeding them. They would not buy them at all, except at half price, if the heads were chopped off.

Q. Is that the English market ?

A. Yes. I have an illustration here which is going to the printer now showing how to kill a turkey. We find that where we cannot have a dressed turkey sent about the country to illustrate the idea, it is a good thing to publish illustrations of every part of the process. I have said that the English people prefer certain things without always having full information as to why they prefer them, and consequently they very often give us mistaken advice as to their needs. A service can be done to Canadians not so much by repeating what they say in England as by analyzing what they say they want and supplying them with that. In talking with English dealers I did not find a single man who wanted turkeys bled in the mouth. They wanted the neck wrung and the birds hung up by the legs, letting the blood coagulate. Now I did not find one who did not want the whitest of white flesh. It seemed to me to be incompatible that they should want the whitest of flesh and yet want them killed without bleeding. When I came home I had turkeys killed both ways, cooked at my house, and served on my table together. I had some friends in. The turkey that had its neck rung had a pinky white flesh, and a higher flavour, and the men liked that turkey the best. The ladies decidedly preferred the whiter colour and the more delicate flavour of the other bird. Of course that was not an absolute test, because you never can tell whether the two birds have been brought up under identical conditions and fed in the same manner. However, I repeated the test with the same result. There is no doubt but that a certain amount of blood is left in the flesh in the one case causing a decidedly pinky shade. So I am modifying the bulletin in this respect.

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*By Mr. Moore :*

Q. If you treat one-half in one way and the other half in the other you will suit both preferences ?

A. I am afraid you could not separate the two classes in England very well. I mention that for this reason : We find that the English importer gives you the most emphatic advice without having analysed altogether the causes of what he desires.

### SUPERFICIAL INFORMATION MISLEADING.

The other night in the House of Commons we had a very important importer of eggs who is in this country making his plans for getting shipments from Canada. He said : " We don't want cold storage on the ship for our eggs," and he was very emphatic about that. When we came to analyse the question raised by this statement, he said : " We do not want to keep eggs in England at all, but we want to sell them immediately." When we came to analyse it we found that every lot of eggs sent to England were usually 12 days in process of distribution before they were consumed and that these eggs could not be so good if they have not been kept cool on the ship. He said that eggs that did not come in cold storage had sold for the best prices over there. When we came to talk over the subject he said that one lot that were not in cold storage came from one part of Canada and that the other lot in cold storage came from another part of Canada. You see there was no comparison there. Some of the eggs in cold storage he said were rotten. Cold storage does not make eggs rotten, but it preserves them if they are originally in good condition. He came to the conclusion that because in some cases eggs not carried in cold storage had been sold for higher prices than eggs carried in cold storage, that, therefore, cold storage was not necessary. A great many men in England arrive at conclusions without analysing the causes which have produced them.

*By Mr. McMillan :*

Q. Are the eggs taken out of cold storage right away when they arrive ?

A. That is one of the causes of the sweating of eggs. We propose to advise shippers to put a label on every case on which the following direction is given : " Please leave this case closed for two days after being removed from the ship." During that time the eggs become warm and there is no condensation on the surface. They do not sweat by exudation ; it is condensation on the surface. I need not detain the Committee on that subject, because illustrated directions for packing poultry will be found in the report to be issued.

*By Mr. McGregor :*

Q. When will this be out ?

A. The Queen's Printer promises that it will be out about the middle of May.

*By Mr. Calvert :*

Q. Would you advise wringing the neck instead of bleeding ?

A. I find that the turkeys that pay best are the English killed turkeys, and they are killed by striking the fowl on the head with a stick ; first stunning it and then bleeding it by cutting a deep incision through the roof of the mouth into the brain, lengthwise and crosswise. By stunning the fowl there is no spluttering of blood over the feathers, and by cutting a slit in the roof of the mouth there is no

mutilation of the head. You have the head as they want it, and the flesh as they want it, white.

Q. Will a stunned bird bleed quite well ?

A. Quite. That is really all I want to say about poultry. There are a good many things about packing poultry which are important, but we have given very full information about this in the bulletin sent out last fall and republished now. The three things of importance are that the birds ought to be defeathered, that is that the feathers should be taken off.

*By Mr. McGregor :*

Q. Would you prefer taking them off cold or after they have been dipped in warm water?

A. They should not be put in water at all; dry picking is best, and it should be done at once.

*By Mr. Calvert :*

Q. Does it make any difference whether the bird is warm when picked or not?

A. It should be picked immediately after being killed. The feathers come out easier, it gives the skin a nicer appearance and there is far less risk of tearing the skin. There is a limited demand in a few places for birds in feathers, particularly in Liverpool. A few people who were familiar with Canadian poultry will take them in that way when they can get them in barrels; but poultry dealers, as a rule, will not take birds in feathers now, except at bargain prices, for they have no time or conveniences for plucking them, and housekeepers do not want them with their feathers on.

#### BIRDS SHOULD BE SORTED INTO SIZES.

The next thing of importance is to sort the birds into sizes, allowing no greater difference in weight than two pounds per bird. In one case birds weighing from ten to twelve pounds should be packed; in another, birds from twelve to fourteen pounds; and in another, birds from fourteen to sixteen pounds; and the weight should be labelled on each. The birds should be sorted as to sex, the cocks and hens being separated. The third point is that big birds ought to be sent before Christmas time. A turkey weighing as much as eighteen pounds will sell for twice as much by the pound as the bird that weighs nine pounds, whereas, later on, after the festival season has passed, there is a good demand for smaller-sized birds, weighing from eight to twelve pounds. I am confident that sending over birds of this size at the proper season to Great Britain will create a demand on the part of a class of people there who have not been using poultry, except in feast times. Our turkeys will go to supply the artisans who have been consuming lamb and other meats. This will result in an enormous demand for as many turkeys as we can send them in good condition.

*By Mr. McGregor :*

Q. Is there any difference in the breed?

A. The large Bronze is the one that we recommend for use in Canada. It gives size and a good quality of flesh.

Q. And just as hardy?

A. Yes. There are a few places where they have white turkeys, but they are not preferred to the others. The preference that used to exist for colour in the legs

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has disappeared and now they are willing to take even the black-leg birds. Some of the finest birds in France have yellow, bronze and even black legs.

*By the Chairman :*

Q. Does France supply a large share?

A. Yes, a large share of the poultry that goes to Great Britain.

Q. How about Denmark?

A. I will just give you a statement of the imports of poultry into Great Britain, and the countries from which it came, for the year ending December 31, 1896 ;

From	Value.
Canada.....	\$ 30,504
Other British possessions.....	25,472
United States.....	92,564
Russia.....	698,775
Norway.....	31,901
Denmark.....	59,728
Germany.....	102,049
Holland.....	208,147
Belgium.....	697,821
France.....	1,474,122
Egypt.....	10,561
Other foreign countries.....	1,682
Total.....	\$3,433,326

*By Mr. Calvert :*

Q. The United States only shipped \$90,000 worth ?

A. Yes, and the practice is to put in the trade returns in England the last part of shipment, and most of that \$90,000 worth of poultry credited to the United States was doubtless Canadian, shipped through the United States in bond.

*By the Chairman :*

Q. Did you ever see Egyptian poultry?

A. No, I did not. There is likely to be an enlarged consumption of poultry during the next few years in England. It is one of the things in which I think there is going to be a very large trade. That is the reason that we are trying to encourage the farmers to give attention to it and why we are giving all possible information that we can gather, particularly as to fattening them properly after they are grown.

*By Mr. Broder :*

Q. Would it be a good thing to buy them grown, fatten them, and ship them afterwards?

A. It might be a good thing in the case of pullets and cockerels ; but I doubt if it would be the best plan with turkeys. I think turkeys should be fattened by the farmers who raise them.

Q. There is a man in Boston who has a place three or four miles from the city to feed them and after taking them there he gets the biggest price. He will take a goose, soak it over night, and put it on the market as white as a turkey?

A. There is certainly room for improvement in the way of treating our poultry in preparing them for the market.

## EGGS.

Great Britain imports eggs to the value of \$20,000,000 a year, or nearly six times as much value as poultry. Of that Canada sent \$870,000, or less than one million dollars' worth in 1896. The returns for last year, 1897, up to the end of December are not yet available.

*By Mr. Calvert :*

Q. We do better in eggs than poultry?

A. Yes, they are gaining in favour.

*By Mr. Ratz :*

Q. Do the Americans not pay duty on our poultry?

A. Yes, but not when they go through in bond on the way to England, where they are credited to the United States, just as we get the credit in the British returns for their shipments of cheese or cattle via Montreal or St. John, N.B.

*By Mr. Parmalee :*

Q. Do they, as a general practice, sell eggs by weight in England?

A. No, it is a very rare practice. They are sold wholesale, according to grade, which has a basis in weight; but they are sold wholesale by the case, and a case contains 120 dozens. A long hundred, or great hundred, is 120 eggs.

*By Mr. McMillan :*

Q. When they sell on the standard, don't they weigh them?

A. They have a certain egg grade, extra quality, 17 pounds to the long hundred. They test them for that; 15 pounds per 120 eggs is the average. There are 120 eggs to the long hundred; that is 1½ pounds to the dozen, or two ounces to the egg. When they get a smaller size than 15 lbs. per great hundred, for every half pound of weight less than 15 pounds per great hundred they are worth one cent per dozen less. You lose 10 cents on the lot by the half a pound in weight. There is a very much larger percentage of broken and rotten eggs among small white shell eggs than is the case with the large eggs. They all say that the albumen of the large eggs is thicker and more likely to keep than the smaller eggs. I have no information as to percentage, but that is the opinion expressed by every dealer.

*By Mr. Moore :*

Q. Is there any difference in the flavour between the large and the smaller ones?

A. I do not know. The opinion is that there is more water in the smaller eggs and that they therefore spoil more readily.

*By Mr. Calvert :*

Q. Do they separate these or average them?

A. They try to make three grades, which are called "extras," "bests" and "seconds." In England the "extras" are very large, the "bests" are 15 pounds

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and the "seconds" are smaller than this. I can give you the prices last winter that were quoted in Great Britain about December, per dozen :—

Country.	Cents.
French, extra.....	31 to 34
"    best.....	28 to 30
"    seconds.....	24 to 26
Danish .....	26 to 31
Italian, extra.....	29
"    best.....	23 to 26
Hungarian .....	16 to 22
Russian .....	18 to 20
Canadian .....	20 to 22
"    pickled.....	17 to 18

*By Mr. Broder :*

- Q. The Danish quotation, that is for best ?  
 A. There is only one quotation for Danish.

*By Mr. McGregor :*

- Q. Why is there that difference between the eggs of different countries ?  
 A. The French eggs are fresher, more uniform and put up better for the market. The Italian and Russian eggs are more like Canadian.

*By Mr. Parmalee :*

- Q. The trouble is our people are not educated up to sending their eggs in a fresh condition. The country merchants are in the habit of keeping them on hand for some time, and taking it altogether the eggs have a very good chance of going off flavour ?  
 A. That is no doubt so in many cases.

*By Mr. Calvert :*

- Q. If people were to kill off the cocks early, would the eggs not be better ?  
 A. If the cocks and hens were kept separate they would be better.

*By Mr. Broder :*

- Q. The hens run about the barn and lay here and there, and everywhere, and sometimes the eggs are not found for two or three days. Instead of having the hens shut up and the eggs gathered every day the hens are allowed to run at large ?  
 A. The eggs should be collected every day and placed by themselves when they are to be sold for export. Those that are found out of the regular nests should be kept for home consumption.

*By Mr. Calvert :*

- Q. Don't you think they are usually taken to the store ?  
 A. I dare say they are.

## INFERTILE VS. FERTILE EGGS.

*By Mr. McMillan :*

Q. Would there be any benefit in keeping the male birds shut up, away from the others ?

A. It is claimed that the egg that is not fertile will keep much better, and they say that if kept apart from the male birds the hens will usually lay more eggs.

*By Mr. Parmalee :*

Q. Did you find that the case at the farm ?

A. They all kept well there so that there was no difference between fertile and infertile eggs. It is said that hens kept apart from the male birds will lay 20 per cent more eggs.

*By Mr. Broder :*

Q. Is there any difference in the price between fertilized and unfertilized eggs ?

A. There is no difference in the quotations.

Mr. PARMALEE:—It is the general impression that fertile eggs do not keep as well as infertile.

*By Mr. Stenson :*

Q. Did you prove at the farm that hens would lay 20 per cent more if they were kept apart from the male birds ?

A. I do not know whether the experiment was continued long enough to ascertain that. That statement is made by ordinary poultry men and egg gatherers, but I do not know the exact experimental data to support it.

Q. They are the only authority you find for it ?

A. Yes.

*By Mr. McMillan :*

Q. That is a point that should be taken up and settled ?

A. The next question that I want to speak of is the question of the colour in eggs that is preferred. In every case they prefer a brownish egg to a white one.

*By Mr. McGregor :*

Q. Is there not something in the feeding of the chicken in producing the colour of the shell ?

A. I think it is in the breed.

*By Mr. Stenson :*

Q. Is it not a fact that white shells are thicker than brown ones ?

A. No ; the dealers say there is a larger proportion of white eggs broken than brown ones. If there was more brittleness about the brown eggs there would be more broken and there is no evidence of that at all, they say. Of course the thickness of shell depends upon the fowl having access to enough lime to make shell.

## Agriculture and Colonization.

I come now to

### THE PRESERVATION OF EGGS.

The egg will change unfavourably for food purposes in one or two ways; either by putrefaction from fermentation or by the process of hatching. The two are entirely distinct. The object of preservation is to prevent both of these changes from occurring. Cold storage will entirely prevent fermentation. So long as the egg is kept in cold storage it may evaporate but it will not spoil by putrefaction. Hatching will take place only when the egg is kept at a temperature of about 96° Fahrenheit. In this country there are times when the atmospheric temperature is about that, and then the eggs get warm and if fertile they will go on hatching.

Q. Supposing they are not fertile?

A. They would not spoil unless there had been handling so that germs from the atmosphere or elsewhere got on the shell and caused fermentation.

Q. Therefore, heat will not spoil the egg unless it is fertilized?

A. No, unless contaminated from the outside through the shell.

Q. Heat itself will not spoil it?

A. It will hasten decay when any germs get on the egg and through its shell.

*By Mr. McMillan :*

Q. Would you advise that eggs should be kept in a cool place in order to protect them from the air?

A. Yes, as cool a place as they can be put into immediately after they are collected. A great many methods have been tried for preserving eggs, but only three can be recommended. Cover the shell with vaseline which prevents the germs from getting upon it. Then eggs can be kept in lime-water, which is the usual method of keeping pickled eggs, and eggs have been kept in a solution of what is called water glass or silicate of soda. The pickling of eggs does not mean putting them in a pickle of salt, because that would spoil the eggs utterly. When you speak of pickling eggs you mean keeping eggs in lime-water, which does not impart any flavour.

Q. There is a good deal of salt in it?

A. A little, but not enough to impart a flavour.

Mr. McMILLAN:—There is lime, a certain quantity of salt, and some other ingredients which I do not know anything about.

*By Mr. Calvert :*

Q. Do you believe that the eggs should not be packed in salt?

A. If that is done, the eggs will taste decidedly salt inside.

*By Mr. Dugas :*

Q. What method would you recommend in keeping eggs over winter for home use?

A. The best way is to keep them in as cold a place as you have, down to 34° Fahr., and to wrap each egg in tissue paper.



Q. What about putting them in bran?

A. If you put them in bran there is a risk of the bran becoming slightly damp and mouldy, and if so the eggs will taste musty and mouldy.

Q. If you put them in oats?

A. The same thing happens; the oats are not so apt to become mouldy, but there is no use putting them in oats unless to prevent the breaking of the eggs. The safest plan is to wrap each egg in tissue paper or when they are gathered fresh to rub them with vaseline and keep them in a cold place.

*By Mr. Stenson :*

Q. Is there any degree of strength which should be given to the lime-water to make it most useful for the preservation of the eggs?

A. Yes, but the shippers and dealers have their own private formulæ for making that.

Q. But when farmers want to keep their eggs themselves, what are your instructions to give them in order to preserve them in lime-water?

A. The better plan is to wrap each egg which the farmer wishes to keep for his own use in tissue paper and keep it in a cold place. Those men who keep eggs for export have their tanks in which the eggs are placed in cold storage so that the lime-water itself is cooled down as low as 40°. The lime-water keeps the air from the eggs and the low temperature keeps fermentation from going on.

*By Mr. Calvert :*

Q. Would a newspaper answer as well for wrapping the eggs in?

A. Yes, but it is a little stiff, and does not conform to the shape of the egg as well as the tissue paper.

*By Mr. Stenson :*

Q. Probably the ink would have an effect?

A. It would if it were damp, and it might impart an odour to the egg. If eggs are carried in cases in the hold of a ship along with apples, the eggs would absorb the apple flavour.

*By Mr. McMillan :*

Q. The pores of the pickled eggs are closed up, I suppose?

A. They are less susceptible than other eggs.

*By Mr. Stenson :*

Q. How much lime would it take to prepare the water to a sufficient strength to treat a certain quantity of eggs?

A. The formula is as follows :—

Dissolve 1 lb. fresh slaked lime, 2 oz. salt,  $\frac{1}{2}$  oz. saltpetre in one gallon of boiling water. The solution is to be thoroughly cooled before the eggs are put in it; and afterwards kept at a temperature as near 35° Fahr., as practicable.

The next thing is to have eggs collected frequently from the nests and taken to a cool place, either a shop or the storehouse of the exporter. We have prepared drawings and will publish them, that will give the farmers and the ordinary country merchant information as to how best to provide a cheap cold storage warehouse.

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Q. Do you mean to have them taken warm from the nest to a cold place?

A. Yes, collected once a day and placed immediately in the coolest place you can have.

Q. There is no danger of any detriment to the egg from the sudden change of temperature from the heat to the cold?

A. None whatever. A moment ago the question came up as to the eggs of pullets and hens. One of the drawbacks is that the farmers do not ring their pullets to tell which are pullets and which are old hens. After three years old the hen does not give any profit from egg-laying. It is not easy to tell unless a ring is put each year, one year on the right leg of all the pullets, and next year on the left leg of all the pullets. There is going into my report this year the report of a piece of experimental work done at one of the experimental stations in the United States by a Canadian over there in charge of the work. It struck me as good work and I have transposed it to my report, giving him credit for it. I thought it a most creditable piece of experimental work, done by a boy from Galt, Ont., who is doing this work in Utah, United States. I have taken about two-thirds of his bulletin and I am embodying it in my report. It is one of the best pieces of experimental work with poultry I have ever examined for comprehensiveness of plan, thoroughness of execution and vividness in presenting results.

Q. Do they give the food in that report?

A. Yes, but the experiment was not to discover the difference between different kinds of food, though that is given with the actual cost in each pen, the number of eggs, and the price per dozen. I think the country will be very much served by it, and I had no trouble in getting permission from the director of the station to publish it in Canada.

*By Mr. Calvert :*

Q. What is his name?

A. James Dryden, formerly of Galt, Ont., and it was intimated that if there was a good chance he would not be unwilling to return to Canada.

Having examined the preceding transcripts of my evidence of April 20th, April 22nd, April 27th, April 28th, and May 4th, 1898, I find them correct.

JAS. W. ROBERTSON,  
*Commissioner of Agriculture and Dairying.*

COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
FRIDAY, 22nd April, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

The CHAIRMAN:—We will now hear Mr. Crandall according to arrangement.

Mr. WEBSTER T. CRANDALL, Agent of the Department of Agriculture, testified as follows :—

This is the first time in my history that I was ever called upon to address such an important body of gentlemen as the Legislators of the Dominion of Canada, and I sincerely trust that you will extend to me some measure of indulgence, if I fail to interest you, as I am certain Professor Robertson did not fail on Wednesday last, in his practical and business-like address before this Committee. What I say to you to-day will be a short review of my work and experience in Great Britain, and in doing so, I have placed a few of my thoughts, as an introduction, on paper which I trust you will pardon me for reading before I attempt to take up and discuss with you the general outlines and phrases of my observations relating to the principal exports of Canada to the market of Great Britain.

When the Honourable the Minister of Agriculture offered me a position as agent of the Department in Great Britain, the past season, I did not accept it without fully realizing its responsibilities, and all that it implied. My greatest care and anxiety was to make my mission a success, see the fruit of my labour, and have the people of Canada realize that my work had not been in vain, also the Department of Agriculture satisfied and pleased with my efforts. After visiting a few points, and consulting with a few firms in Canada, I left here, arriving in Liverpool on the 13th of July. For a short time I had the counsel and advice of Professor Robertson, our Commissioner of Agriculture and Dairying, and who is well and favourably known in that country, especially among those whose interests are in any way allied with his department. I at once commenced looking over the great field of my work and the extent of its operations. I felt almost lost in its magnitude, and had my moments of discouragement, over-anxious, possibly, to make my work a success and receive the approval of the Honourable the Minister of Agriculture and the people of Canada.

In entering upon that work, I commenced at once to study the markets, and when I saw the great whirlpool of Britain's consuming power my attention was at once drawn out to see what Canada was doing in supplying that market with the productions of our Canadian farms. I very soon met the agents and representatives of nearly every country in the world, looking after the interests of their respective countries, developing their trade, and studying the requirements of the British market in all of its various details. I felt that Canada to some extent had neglected this work in the past, and that we were not taking our place among the countries of the world in supplying Britain's requirements and catering as we should to that market, which is the great market of the world, and in which we must of necessity compete, and can compete favourably, if we make use of the means in our reach and do it intelligently. If not, we must of necessity take a back seat, and suffer the consequences of our indifference to a matter in which, and upon which so much depends in relation to the future prosperity of this country.

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### INQUIRY IN GREAT BRITAIN TO LEARN THE RESOURCES OF CANADA.

I was more than pleased when I arrived in Great Britain to see, and realize, that Canada as a colony of the British Empire was standing out so brightly and occupying the attention of the commercial people of our Motherland, and more prominently than ever, I presume, in the history of our country. It seemed as if the eyes of Great Britain were upon us, and looking across the sea toward us, manifesting a degree of pride that Canada was a very important part of the great British Empire, a great country, with a bright and brilliant future before it. There are no doubt certain causes which had a tendency to produce this feeling—and which was very largely the outcome of the Jubilee year, the assembling together of the representatives and premiers of the various colonies, the fine appearance made by the colonial troops, and especially our Canadian contingent, of which we should and must be proud. This with the excitement of the gold fields of Canada, and the extent of her mineral wealth, produced a feeling of excitement and anxious inquiry very noticeable wherever I went, and which made my work more easy than it would otherwise have been. It seemed that everyone you met was so anxious to seek information along certain lines in which they probably had special interest, and in canvassing the commercial and business men of that country I found a strong sentiment prevailing in favour of giving the colonies (and especially Canada) a preference in trade, more especially all things being equal. This sentiment I did not discourage but claimed it as a right, and a judicious thing to do as we were all members of the great British family, Anglo-Saxons and British. I was very much pleased to realize the interest taken by the business men in Canadian products, and the great desire to not only handle our products, but to make business connections with the producing and commercial class in Canada—preferring, as they said, to handle our products direct, placing their orders with us in many lines in which we are making a reputation for ourselves, rather than getting their supplies from continental countries, and more than anxious to get in touch with the commercial and business men of Canada. This desire on their part seemed to be universal, and I regret to say, that I was not in a position to give them as much information and aid as I desired, in consequence of not having that information at my disposal. I felt very much the loss of this feature of my work, but presume it will be forthcoming in the future. Our prompt attention to this part of our development work is worthy of our prompt consideration, and I cannot emphasize the fact too strongly that the sooner we introduce the business men of Great Britain to the business men of Canada and “vice versa” will we see the fruits of our labour, and the prosperity of this country. The trade now open to us is a matter of immense development, and with the increased facilities we now enjoy in the way of cold storage warehouses—on this side and in Britain—with the cold storage facilities we have in shipping, giving us the opportunity of landing our products of a perishable nature, upon the British market as clean and as fresh as they were at the points of production, should inspire us with confidence and stimulate us to greater activity in pushing our trade with the mother country. I gave special attention while in England, to the principal articles of which we produce large quantities and especially cheese, creamery butter, eggs, bacon, poultry and fruit.

I have prepared my report for the Department which I now have in type-written form, giving the result of my experience in connection with some twelve of the various productions of our farms. Some of them we are exporting in large and increasing quantities. I regret to say that in some things we are making a miserable failure, the result largely of our inexperience and in some cases the result of our stupidity and folly.

In that report I have referred to our failures, and the principal causes of failure, and as far as in my power, recommended what we should do to improve our prospects for the future. They are matters which demand our serious consideration and prompt attention, and in which the agriculturists of Canada are deeply interested.

My life work in connection with raising and producing the various products of the farm, together with my commercial experience of twenty-five years in handling nearly all of its various productions, have given me an experience that causes me to know something of the needs, the toil, the trials, the reverses, the successes not only of farm life but of commercial life and the great importance of the tillers of the soil securing the best possible results as a reward for their labour. To-day the doors of the British market are wide open to receive what we produce and it now remains with us to improve the golden opportunity and seek to build up our national prosperity upon the great corner stone of agriculture, the greatest of all in our national structure.

#### ADVANTAGES GAINED BY PUBLICITY.

I consider that it would be out of place in me to outline to any extent, the policy of the Department, but as my work was purely of an experimental character with no general defined outline of procedure, I might be permitted to say that in entering upon it I would recommend that a certain amount of publicity should be given in that country as to your appointment and mission and let the people of that country know where you are, where you can be found, that you are a live man. I found the British people anxious to seek for interviews and also the press of that country; I am a firm believer in the use of printer's ink, especially when supplied gratuitously. Appointments of this kind should be arranged for and everyone made to feel welcome and at home, giving them the fullest information sought for by them. In doing this you make them feel that you are their friend, and not only interested in Canada, but in their welfare and prosperity. They all leave you pleased and benefited by the interview, and they go away filled with a degree of enthusiasm and become advertising agents for us among their personal friends generally. By doing this we are casting bread upon the waters and sowing seed that is certain to bear fruit in the near future.

#### FACILITIES FOR EXPORT OF FARM PRODUCE.

Now, Mr. Chairman and gentlemen, let me say that I shall be pleased to give you what information I can and reply, if possible, to any questions presented relating to any of our export productions which may be of special interest to you, and if I am allowed to make my selections, I would prefer talking to you of our bacon, cattle, cheese, butter, eggs, poultry and fruit trade, and before doing so will refer very briefly to our general transportation facilities. I realize that the time which you are able to give me is necessarily limited, but I should like to say, so far as our transportation facilities are concerned that we are well supplied with cold storage in many of our vessels plying between Canada and the Mother country. There is a great loss, however, in the transport of many of our perishable goods to that country in the ordinary holds of vessels. My attention was drawn more especially to that in the case of shipments of fruits than perhaps in regard to anything else. There are losses sustained in shipping other articles of our production. In looking up the results of some of our cargoes of fruit that came to Great Britain between the middle of September and the end of November I found the losses immense. This results very largely from the want of proper precautions

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being taken to keep the holds of the vessels cool so as to prevent heating and moisture. Of course the fault is perhaps not altogether with the vessel, but it is the fault perhaps very largely of our shippers who are little aware that in picking their fruit in the early autumn when the air is hot, and everything is hot, shipping it in a warm condition and placing it in the hot hold of the vessel, the hold of the vessel becomes a veritable oven and they do not realize perhaps that the fruit is degenerating as the temperature increases while in transit. I know, as Professor Robertson remarked the other day that a great many of our shippers, and I have had experience along that line myself, feel that the consignees to whom they send their goods on the other side are not honourable or honest, and that whatever degeneration is reported is not the result of sending fruit in bad condition or of bad packing and who believe that they are robbed in that country. I must give the people over there credit for one thing, and that is that respectable firms as a rule give honest reports of what the goods fetch in the market.

*By Mr. Wilson :*

Q. So that your remark does not apply to dealers generally that they are dishonest ?

A. No.

Q. I understood you to say that ?

A. No ; it is the very opposite.

*By Mr. Pettet :*

Q. You think it is not the fault of our cold storage system, but it is some fault in the packing ?

A. It is not altogether the fault of our packing. Our shippers of fruit especially should be a little more careful about picking it. The injury results from picking the fruit in the hot weather and placing it in the hold of a vessel where the temperature is too high.

*By Mr. Sproule :*

Q. That could be got over with cold storage, could it not ?

A. That difficulty will very largely be overcome with cold storage, because I am satisfied that in the near future competition among the vessels of the country will produce more cold storage without any further expense to the Government.

*By Mr. McMillan :*

Q. Is there anything in fruit being packed away and allowed to lie in heaps and the natural heat which will spring up being evaporated before the fruit has been packed ?

A. I would recommend that fruit be packed in the cool of the day, not in the heat of the day, and put in some place to cool.

*By Mr. McNeill :*

Q. Would you have fruit put together in heaps ?

A. In small heaps.

### THE EXPORT CATTLE TRADE.

I will refer briefly to the cattle trade, which is becoming a very important matter to Canadians. By looking at that chart on the wall you will see what

we are doing in the way of supplying live cattle to the British market. The imports into Great Britain are between five hundred and six hundred thousand head, and Canada is supplying a very small quantity of that,—99,188 head. The largest exporters of live cattle to the British market are the United States and the Argentine Republic is becoming a very strong competitor with us and the people of the United States. While in England my attention was called to a matter in which we are specially concerned and which is of interest, that is that it is to the interests of the people of this country that Canadian goods of all kinds should be sold as Canadian and not sold under any other name. I drew the attention of the English people and the people on that side of the water to this fact and said it was a matter in which we are deeply concerned and that we were anxious, if we did not cater to the taste of the British consumer to know it and realize it. I said that we wanted our goods sold on their merits and if our goods did not compare favourably with the goods of any other country, we were anxious to know it and take our medicine. Professor Robertson, in his report for 1892 or 1893, did refer to the fact that a good deal of Canadian and American beef was sold as English beef. I investigated that matter to some extent, and one day standing in St. John's Market, Liverpool, one of the largest meat markets in England, I asked a very prominent dealer, what proportion of the beef hung up there—and there were a great many hundred weights of very fine beef too—what proportion of that beef was English? He replied, I must tell you that I do not think there is any. I then asked him what country produced it, and he replied, that it was principally Canadian and American beef and Argentine Republic. I must say it was very creditable to those countries the exhibition made there that day. Going into the meat stalls and smaller places, while there was no English beef offered for sale in that large market, there was English meat offered for sale in the small shops of the city, meat cut up, small roasts, and so forth, and ticketed and called English, and the price put at one and three, and one and six, as the case may be, but if it was inferior meat it was ticketed "Canadian" or "American," and marked at a much lower price, and it is not only in the matter of beef but in the matter of bacon and many other of our productions the same thing is practiced, very much to our detriment and loss; and I only trust that if you legislators in this country can do anything along that line to prevent that, something of that kind should be done. I do not know if it is possible, but the sentiment of the British people and the legislators there feel as we do and they would like to put a stop to it, as well. There is where a large part of the commercial dishonesty comes in so far as dealers are concerned, and it is a detriment to us and also a detriment to the consumers of that country.

*By Mr. Featherston :*

Q. How would you overcome that difficulty?

A. Well, I am not a legislator.

Q. You have thought a little?

A. (No answer.)

*By Mr. Henderson :*

Q. You are an expert?

A. There is a company called the Bacon Curcers' Association for the protection of their industry. They are backed up by law against fraud and when I come to speak of that trade I will give you an idea of how that law is applied.

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*By Mr. McMillan :*

Q. Would it be possible for Canadian legislation to reach Canadian goods on the British market, goods sold by British dealers?

A. No, Sir, I think not, but you may have some influence with the legislature in the other country.

Now, while my attention was drawn very largely to the cattle trade in that country it was also drawn to the fresh-meat trade of that country, and I am only going to give you my private opinion. One of the results of our cold storage will be, in a very short time, that our cattle instead of being shipped alive will be killed here and sent over in a chilled condition, and I see no reason why, if that is done, this is not going to be a great opening to a large number of persons in this country. So far as our exports of sheep and lambs are concerned, there is no use dwelling on that matter only for one moment.

### AUSTRALIAN MUTTON IN THE BRITISH MARKETS.

I do not think that Canada can compete with the Australian colonies in the production of mutton, and while I had my prejudices before I saw the Australian products, my prejudices were wiped away. There is an object lesson for us in that, so far as the success they are making of it is concerned, and that is, if the Australian people can send chilled or frozen mutton to that country, nearly 12,000 miles through a hot climate and make a success of it, there is no reason why we, at a distance of 2,500 miles, should not send our fresh meat over in a chilled or frozen condition, and make a success of it as well.

*By Mr. Talbot :*

Q. You consider the shipment of mutton from this country not to be profitable in competition with the Australian producers?

A. I fancy they can produce mutton so much cheaper than we can in Canada that they can export it with a profit, whereas we could not do it.

Q. Have you any figures as to the cost of mutton in Australia?

A. No, I have not the figures. I have some figures as to the amount they export, and if necessary I can give them to you.

*By Mr. Featherston :*

Q. Have you any figures as to the cost of transporting mutton?

A. No, I have not. I wish to say that while in London I met a committee of three gentlemen who were sent over from the New Zealand and Australian colonies to conduct an investigation in regard to the mutton trade of their country. The trade there is handled by large companies who own the cold storage warehouses, who ship the mutton and to whom the farmers sell. The farmers were complaining that they were not getting enough for their mutton in that country. The purchasers were saying that they were giving them all they could afford and more too, and this committee was sent over to investigate the matter. They found upon examination when they got to Great Britain that the mutton trade of the Australian colonies was handled, to some extent, by a butchers' combine in the old country, and that it was not bringing what they should get for it.

Q. What prices were they realizing?

A. Australian mutton was sold wholesale at from four cents to five cents per pound.



*By the Chairman :*

Q. By the carcass?

A. By the carcass.

*By Mr. Featherston :*

Q. That is a pretty good price for it there?

A. Whereas the retailer was getting from eightpence to tenpence per pound for it. The committee finally decided, in order to protect the colonies from the combination, that they would recommend when they returned to their own homes, that the companies or the government should establish governmental stores and sell their own mutton. I believe that was the result of their investigation, or what they intended to recommend.

*By Mr. Talbot :*

Q. Has it been done?

A. I do not know what the result has been. I had the pleasure of meeting the committee when I was there.

*By Mr. McNeill :*

Q. Did you hear what the farmers were getting for their mutton in Australia?

A. No, I did not.

*By Mr. Stenson :*

Q. Is it superior in flavour and quality to Canadian mutton, or is it better suited to the English taste?

A. So far as the Australian or New Zealand mutton is concerned, I never saw finer mutton in my life than I saw produced in and shipped from that country.

*By Mr. Wilson :*

Q. How did you like the flavour?

A. I could not answer that, because when it is placed on the tables it is usually called British mutton. The inferior mutton we eat there is usually called Australian mutton.

Q. You might have had a piece of that mutton cooked specially for you?

A. I did not take that trouble.

*By Mr. Stenson :*

Q. How do the English people like it; do the English people consider Australian mutton to be as good as Canadian mutton?

A. I think it meets with great favour among the English people, and they realize this because English gentlemen have told me that they considered that the most of the mutton they were eating was Australian mutton.

Q. They did not make any comparison with Canadian mutton?

A. No, I did not hear Canadian mutton talked much about over there. It does not figure very largely in the meat trade in that country.

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*By Mr. Talbot :*

Q. How did you come to your conclusion that we could not ship mutton in competition with Australia?

A. They can produce their raw material so much cheaper than we can. I think that we can make a greater success of cattle than sheep and lambs.

*By Mr. Richardson :*

Q. What is the difference in freights?

A. I am not in a position to give you that information.

*By Mr. McMillan :*

Q. Were you able to ascertain at what rate the mutton was purchased from the producers?

A. No.

*By Mr. McNeill :*

Q. When you speak of the Australian mutton looking very fine, do I understand you to mean that their carcasses were very large or very small generally.

A. They were fine large carcasses, as a rule. The lambs were very fine, indeed. They were very finely dressed; they were shipped to Great Britain in canvas and kept in a neat, clean condition, and immediately upon their arrival they were put into cold storage and taken out as they were required.

*By Mr. Featherston :*

Q. You say the carcasses were large ?

A. Yes.

Q. Were they fleshy or fat?

A. Fleshy, fat, fine carcasses.

Q. That is not good mutton?

A. That is a matter of opinion.

*By Mr. McNeill :*

Q. Leicester sheep are very fine looking carcasses, but they would not sell in England in comparison with Highland Black Faces or Welsh mutton or South-downs?

A. No, I am aware of that.

*By Mr. Stenson :*

Q. I have been told that the English people do not like Australian mutton because it is too fat and oily and that they prefer our Canadian mutton to Australian mutton on account of its flavour being more palatable, it not being so oily or fat. Has that come under your observation ?

A. No, it has not. In fact, I did not give that question so much attention, because there were other things in which we were much more interested, and I did not have but very little time to give to that question while in England.

## CANADIAN CHILLED BEEF IN THE BRITISH MARKETS.

*By Mr. Calvert :*

Q. You said you thought it advisable to have the cattle slaughtered here and sent over chilled. Have you made any estimate of the probable difference of cost between the shipping of live and dead meat?

A. I have not. It is only an opinion of my own, and there is no person responsible for that opinion but myself. I cannot give you the actual saving or the actual cost of shipping, but I have done some shipping myself, and in looking over the matter hastily and hurriedly I said to myself, "There is going to be a saving in insurance, a saving in freight, a saving in feeding the cattle, because, as a rule, they do not gain during the journey, a saving in sending over parties to look after them, and a saving in many ways." If we can slaughter our cattle here and send them over in cold storage in a chilled condition—it is not necessary to send them in a frozen condition—I am satisfied there will be a great saving to the shippers in this country. I understand that two or three firms in Canada have been doing it this year and that they have met with splendid success.

*By Mr. McMillan :*

Q. Did you see any beef that had been sent over chilled?

A. Yes.

Q. How did it compare with that which was slaughtered in the old country and put on the market?

A. It compared very well, indeed.

Mr. STENSON :—In regard to this question of mutton, Mr. Crandall has told us that we cannot compete with Australia. I was under the impression that we could compete, that we would be in a position to send our mutton to the British market as the Australians have sent theirs. I was led to believe that our mutton is preferred by the English people to the Australian mutton, to a great extent, on account of its superior flavour and being more suited to their palate, but the great difficulty we had to contend with, was this, that our mutton had to be sent over without being properly cared for on board such vessels as Mr. Crandall has pictured to us as being real ovens. Of course if we were sending our mutton in those vessels, and the Australians in cold storage, we could not be expected to compete favourably with them, but now that we are going to have a system of perfect cold storage this question is worthy of consideration and worth our while looking into it, and not take a mere opinion, not founded on experience and not supported by figures. Mr. Crandall admits that his experience does not prove to him that the English people do not take to our mutton.

Mr. McMILLAN :—I think if gentlemen were to inform themselves of the original cost of mutton in the Australian colonies, and if they have no other means, go back to the original report of the Australian delegates here four or five years ago, the information as to the cost of mutton will dispel the idea of Canada competing with Australia in that respect. The cost is only two or three cents a pound at the sea coast and the cost of preparing for cold storage is as much as the original cost of the mutton.

Mr. CRANDALL :—Perhaps I should not have made the statement I did with reference to the mutton trade. I merely threw it out as an idea of my own. Perhaps it is not practicable as I had no special figures. If I am wrong I will be happy to know I am wrong.

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## THE TRADE IN BACON.

I will now refer briefly to a trade in which we are very much interested, and that is the ham and bacon trade. The British imports in hams and bacon is something over £10,000,000 sterling worth, and in the exports to that country Canada is making to-day a reputation for itself and we are at the present time, to a certain degree, successful. The bacon trade in Canada is no doubt the outgrowth of the dairy and creamery industry in this country, and as Professor Robertson has said, our creameries are on the increase, and to the extent that our creameries are on the increase, I am satisfied our bacon trade will increase as well ; but there is one very important feature in connection with this trade and that is that we are not receiving the credit we should for our Canadian bacon. I am satisfied and I know it quite well that there is a great deal of our Canadian ham and probably American hams sold in the old country as English.

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COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
WEDNESDAY, 27th April, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

Mr. W. T. CRANDALL, Agent of the Department of Agriculture in Great Britain, was recalled, and at the request of the Committee continued his statements of the 22nd April inst., as follows:—

Mr. Chairman and Gentlemen:—In coming before you a second time I shall endeavour to take up as little of your valuable time as possible and confine my remarks in as concise a form as possible, to two of our special productions, namely, Fruit and Poultry to which I was directed to give special direction. I will as briefly as possible draw your attention in the first instance to our fruit trade which is at present an important part of our export trade.

Possibly you are not all aware of the quantity of apples imported into Great Britain. Take the official figures for 1896 and they show an importation of 6,176,956 bushels, costing £1,582,495. Of this quantity, Canada and the United States supplied 5,256,557 bushels, leaving only 920,399 bushels to be supplied by all other countries. Of the quantity shipped from Canada and the United States, Canada shipped 27,779 bushels more than the United States, and received less money for the total quantity shipped by £25,981 than the United States did for theirs. That gives rise to the question as to why there is such a difference. I think it is universally admitted that Canada produces apples superior in flavour and keeping qualities and which sell for more money per barrel in the British market as the following figures demonstrate :

Take the quotations at Liverpool on November 6th, 1897. We will take Baldwins for example. Canadian Baldwins were quoted at, for sound fruit, from 16 shillings to 24s. 6d. per barrel ; slacks from 15 to 20 shillings ; Baldwins shipped from New York, sound, 14s. 3d. to 21 shillings ; slacks, 12s. 6d. to 15 shillings ; Baldwins from Boston sound, 12s. 6d. to 19 shillings ; slacks, 12 shillings to 17 shillings ; Baldwins from the Western States, sound, 14 shillings to 20 shillings ; slacks, 13 shillings to 18 shillings, while "wasty" sell at 2 shillings to 3 shillings under quotations for slack. Taking these quotations for a guide, I think we can come to but one conclusion, and that is, that our shipments in 1896 were

badly packed or that there must have been an immense loss to shippers by degeneration of the fruit in transportation. I am inclined to the opinion that a proportion of the comparative loss in the receipts from Canadian apples is in some measure the result of improper packing, but is largely due to the want of care and to the heated condition of our cars and the holds of vessels while in transit. In looking over the returns of 29 cargoes of apples sold in Great Britain between September 15 and November 24, 1897, we find that a large portion, especially of the early shipments arrived out of condition. Taking the statistics of the port of Montreal we find that in the year 1896 Canada produced in the vicinity of 3,000,000 barrels of apples. In 1897 Canada produced 300,000 barrels, a great falling off and a general short crop in most localities, following the year of over-production which would naturally occur. Estimating a fairly good crop at 1,500,000 barrels in Canada, and putting the loss in transit only at 50 cents per barrel, which is a very small average, it amounts to the startling sum of \$750,000. It is not only an individual but a national calamity. The report made by Professor Robertson before this Committee on Wednesday last, the facts of which come to my notice while in Great Britain, of the trial shipments during the past season of fruit packed at the point of shipment under the same conditions, the portion shipped in the ordinary hold of the vessel realizing 8 shillings per barrel and that sent in cold storage bringing 18 shillings per barrel should be sufficient evidence as to the value of cold storage and as to the necessity of an improved system of carrying all our fruit across the Atlantic either in cold storage or by some process of ventilation whereby the hot air can be taken out and cool air inducted into the vessel. I was present at the different sales and saw the condition of a good deal of our fruit, and I regret very much to report the apparent dishonesty of some packers placing fine fruit at the ends and culls in the centre of the barrel. The result of this has brought a certain amount of discredit upon Canadian apples. If the guilty alone suffered the individual would receive what he merited, but the honest packer is made to suffer and the commercial honesty of the people of Canada is questioned. There is another feature of our apple trade which should be brought to the attention of our growers and shippers, and that is the impropriety of shipping any second-class apples although honestly done and marked "Second-class Fruit." These take the place of No. 1 stock and reduce the value in proportion while it costs the same amount to handle them. The second grade fruit should be sold at home and evaporated as there is a great demand for these goods not only in the North-west but in Europe. In connection with the result of dishonest packing let me read to you an extract from an article of one of our leading papers. I only wish, gentlemen, that this article could be read by every grower and shipper in Canada, because it is something in which every person is interested, and that is packing apples honestly and carefully. The extract is as follows:—"It is generally admitted that Canadian packers practically had the apple markets in their own hands at the beginning of the season, but lost it through the deliberate shipping of inferior and badly packed stock. Culls were shipped in large quantities, care being taken to put good apples both at the top and bottom of the barrels. This old trick is still as much practised as ever, and all orchard-packed apples are apt to be so put up unless it is carefully guarded against. The British apple market has gone to smash several times during the season owing to the large quantities of culls jumped on the market by men who care nothing for the credit of the business. Job lots are picked up by men on the market, to whom the real quality of the fruit and the method of packing are nothing, so long as they can readily sell to exporters, who in turn do not care what they ship so long as they can get the fruit on the market while the prices are high. Honourable shippers are thus made to suffer on account of these discreditable practices, for dealers in

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England who are once loaded up with unsaleable fruit of Canadian origin will not buy again until confidence is restored. It is such men that bring the business into disrepute and make the British public believe that knavery is rampant in this country. It will end in dealers in England refusing to buy Canadian apples except those of good recognized brands."

*By Mr. Bergeron :*

Q. What is that from?

A. It is an extract from one of our leading papers

Q. Which paper?

A. Well, really, I forget.

*By Mr. McMillan :*

Q. From a Canadian paper?

A. Yes, it is.

*By Mr. Bergeron :*

Q. Where published?

A. I think it is the "Mail-Empire."

Q. You should have the name of the papers quoted. It is most important if we want to have the authority?

A. It is either from the "World" or the "Mail-Empire."

Mr. GILMOUR:—We know it is true.

Mr. BERGERON:—I only mention the thing so that another time it will be remembered; it is important to have the name of the papers.

The CHAIRMAN:—I agree with you that it would settle whether the quotation is worth anything or not.

Mr. CRANDALL:—I will be happy to give it you; it is from either one of these papers.

The necessity of carefully looking after our fruit trade is worthy of our closest attention. The fruit industry of Canada is rapidly increasing, and is capable of great expansion, and therefore if carefully guarded will gain a still firmer foothold in Britain and Germany. When I was in London I was introduced to a prominent gentleman from Austria who strongly urged me to go over there and open up connections to handle Canadian fruit, saying there was a good opening, and tendering his aid. I will refer briefly to the shipment of perishable fruits in cold storage, and regarding these I regret to report that the first consignments were not a success, for want of sufficient experience of the proper kind of packages, and handling at this end, and in transit. Our first shipments were a pronounced failure, especially grapes. Later on there was a change in methods of packing, and the fruit came in fairly good shape and realized prices fairly satisfactory. For information as to sales I will refer you to Professor Robertson, as all sales were sent direct to the Department by the consignees. The greatest failure was in our shipment of Canadian grapes, the first arriving being really useless. This condition of things, and the prejudice of the British people against the flavour of our grapes, destroyed our prospects for any immediate results which would be satisfactory. I would recommend the shipments of small quantities packed under more favourable conditions, and not sold in the open market to the best bidder, but placed in the

hands of some good dealers who will take the trouble to place them with the trade. This may, at first, cause some loss, but as soon as we can overcome the prejudice which exists against the flavour, and cultivate a desire for them as in the case of tomatoes, we will find a good paying market for this industry. The English hot-house grapes are very fine—all grapes grown in that country under glass—and sell at one shilling to two shillings per pound, owing to quality and condition. Spain and Portugal supply the larger part of the grape fruit to Britain. I presume you all know the Spanish grape, as it is imported to some extent in this country. It is a thick-skinned grape, very hardy and, to Canadians, very tasteless as compared with our own. They are shipped in kegs, packed in cork dust, kegs containing from 65 to 70 pounds, and are sold for from 8 shillings to 10 shillings in a wholesale way, and retail at 6 pence to 8 pence a pound, according to quality. I would just say one thing in connection with this, and that is the great importance of the fruit growers of Canada packing their fruit honestly and carefully, and placing their brand upon their fruit. If a man places his brand on any article in that country and it becomes once known as being reliable in every sense there is no difficulty in selling these goods. It is of the greatest importance that we should make a change along that line and if we wish to obtain the best prices possible we can only obtain them in that way. If I am in the habit, or any gentleman in this room, of shipping 400 to 500 barrels of fruit to that country and putting his name or brand on each barrel, and a dealer comes into possession, and that the shipper is a regular shipper and the goods turned out satisfactorily, he is sure to wait for these goods year after year, and will pay a higher price for them than he will for goods that he knows nothing of, and perhaps are not very reliable. There are many things I could say to you gentlemen with regard to the fruit trade which might be interesting, but the time will not permit, and I will pass on to speak of the poultry trade.

*By Mr. McMillan :*

Q. Were you able to ascertain whether it was in the goods of regular shippers of apples or only in those who ship once in a while that the apples were in bad condition, and had culls in the middle of the barrels, because, you know, there are two classes of shippers, those who ship regularly and those who only ship occasionally?

A. That occurred, I am sorry to say. Often a buyer, placing confidence, perhaps, in the producer, trusts him, or perhaps his own men, to pack the fruit and it is not done properly. Generally the buyer sent a man to pick, so that the growers had nothing to do with the packing of the apples. I do not wish to leave the impression upon this Committee that it is the fault of the apple growers or the orchard men in this country who do it. It is the packers and in many cases, of course, they are men employed by the shippers.

*By Mr. Sproule :*

Q. Have you any knowledge of where these apples came from?

A. The larger part of the apples I saw exported in that country, were from Ontario.

Q. Speaking about grapes, have you any knowledge of how Canadian grapes take over there? I understand there were some shipped over there in cold storage?

A. There is a prejudice against the flavour of the Canadian grape.

Q. And therefore they did not take well. What kind of grapes took the best there? You know we have a great many varieties?

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A. Concorde, Niagara's grapes, and one or two other varieties. I did not see a great deal of difference. They took more quickly to a grape of green colour than to our very dark grapes, but they seem to be prejudiced against our grapes entirely.

*By Mr. McMillan :*

Q. Did you see any apples in boxes, not in barrels?

A. Yes, sir.

Q. How did they compare with those in the barrels?

A. I might just say that in our experimental shipments there were a few of the most choice apples in boxes containing 45 or 50 pounds in square cases and they sold for remarkably high prices.

Q. Would you advise sending the choice varieties of apples in square boxes rather than in barrels?

A. I have not had experience sufficient, perhaps, to give an opinion, but from what information I gained, and from what I saw personally I would say this, that there is a market there for very nice selected fruit done up in paper and sent in square cases or boxes.

*By Mr. Featherston :*

Q. These would be made open at the sides with slats, or were they tight boxes?

A. They were open in the sides.

Q. So that you could see the fruit?

A. It was for the admission of air. One other thing that attracted my attention in England, and that was that the Tasmanian apples all came in boxes and seemed to arrive in good sound condition.

Q. In these boxes are they tightened a little to keep them from moving?

A. They are filled full.

Q. Not loose so that they would rattle about?

A. No. I know that the idea of shipping in boxes would be an unpopular thing with the exporters and importers at the present time. They think there is no parcel so good as a barrel, but my own opinion is that apples can be shipped very safely in boxes, because, instead of being rolled and tumbled about as barrels are, those who handle them would pick them up and lay them down carefully.

*By Mr. Bergeron :*

Q. How would the steamship companies like that?

A. I presume the boxes would not take up as much space. They could be packed together very closely, although, of course, it would be necessary to have air spaces.

In reference to this fruit matter, I do not wish to say anything to wound the feelings of any person, either farmers or fruit growers, but when I was sent to England I was supposed to investigate matters of this kind and report them to the Department. I would be sorry to think that I have said anything to this Committee out of place, but I have investigated these things and stated the facts honestly and as I believe them to exist, and if you had seen what I have in the great fruit markets of the Old country you could not help coming to the same



conclusion. When a large quantity of fruit is offered for sale on a certain day, perhaps 4,000 or 5,000 packages and there are 100 or 200 buyers there, and when they sit around in the galleries of that fruit station and look down into the pit and a sample of fruit comes there with the head out and looks nice on top and is exposed to the public gaze of those buyers, and they begin to shout "rats," it made me feel almost like being ashamed of being a Canadian. These are the true facts of the case, and while Canadian apples have a high reputation in that country the only fault the British dealers have is that there are sometimes imperfections in our packages in which we send our goods.

The CHAIRMAN:—We will ask Mr. Crandall to keep his further evidence until later, as Professor Robertson has something he desires to say to the Committee this morning.

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COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,

29th April, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock, a.m. ; Mr. Bain, Chairman, presiding.

Mr. W. T. CRANDALL, Agent of the Department of Agriculture in Great Britain, was recalled, and at the request of the Committee continued his statements of the 22nd and 27th of April inst., as follows:—

#### EXPANSION OF POULTRY EXPORT.

Mr. Chairman and Gentlemen,—I purpose calling your attention for a few moments this morning to the development of our poultry trade in Great Britain, to which the Honourable Minister and the Department of Agriculture are devoting a good deal of attention in order to bring this branch of our Canadian industry more prominently before the poultry buyers of Great Britain, studying the wants and conditions of the different markets of that country and being in a position to give our people such practical information as they require in order to secure the best possible results. The raising of poultry and the British demand for it promise a steady increase although the trade at present is to a great extent in its infancy and experimental stage. I have no figures of our Canadian shipments since the annual statement of the trade returns of the United Kingdom for 1896, which give a value of £6,268 sterling. It is, however, generally considered by the trade that our exports to that market in 1897 were nearly double those of the former year. This statement may not be altogether accurate. I am informed that the returns in many cases were quite satisfactory. I made quite a thorough canvass in many of the markets, interviewing the dealers of poultry and game, calling their attention to our trade and obtaining as much information as possible regarding their ideas and requirements as to the best and most desirable way of preparing our poultry for the British market. The best information I was able to secure was forwarded to the Department and a bulletin was published by the direction of the Honourable the Minister of Agriculture and supplied gratuitously to any person wishing it. In that bulletin, prepared by Professor Robertson from different sources, information which should be considered valuable to poultry

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dealers can be obtained as to the proper way and the most improved methods of killing, dressing, packing and shipping poultry to Britain in order to gratify their wishes and cater to their ideas. There are two things that we should impress upon the minds of our Canadian people, if we want to ship any of our productions to that market and get satisfactory results. We must send them a good article and in such shape and form as they desire. We cannot afford to spend our time and means trying to educate the British people up to our notions regarding what they consume in that country. If we wait for this we will never get there.

### PREPARATION AND SELECTION OF POULTRY FOR EXPORT.

There is no doubt some difference of opinion as to shipping poultry in their feathers, or plucking them, but strange to say the buyers I met were almost universal in requiring them dressed and prepared for shipment as indicated in the instructions given in the bulletin referred to. The steamer "Gallia" arrived at Liverpool a few days previous to Christmas, with 1,857 cases said to contain in weight 1,200 tons. About the same time the "Parisian" landed 720 cases. The larger quantity of these birds came in the feathers packed in packing cases of different sizes such as could be secured at a country store and some were packed in barrels. These cases contained different qualities and no attention had been paid, apparently, to grading the birds as to sex numbers and weight, which is considered very essential in shipping. A large quantity of these shipments were consigned to firms, quite outside of the poultry trade, dealing in other lines, and sold at public auction. There was a large number of buyers, as no less than four advertisements appeared in one of the principal morning papers of the very large arrivals of Canadian turkeys, geese and other poultry, by four different firms of Liverpool. The sale of these attracted a large number of buyers and turkeys sold at 4 pence to 4 pence halfpenny per pound. A few birds sold at first seemed to fix the value or price of the whole lot. I must confess I was much surprised at the result. This poultry although shipped apparently in such a careless manner, arrived in cold storage compartments in good condition with a few exceptions said to be the result of too many birds being closely packed together. I followed portions of this consignment to the retail shops and saw them exposed to sale hanging alongside of British turkeys. The Canadian were sold at 7 pence per pound while the Irish and English birds were selling at 10 pence to one shilling and three pence for the choicest birds. My curiosity led me to inquire if there was any prejudice against Canadian turkeys. The result of that inquiry was to discover the very opposite condition of things. Some dealers said they rather favoured Canadian poultry as it retained more of the wild and gamey flavour than their native or continental birds.

*By Mr. McGregor :*

Q. As to the size of these birds, are ours as large as theirs ?

A. Yes.

*By Mr. Stenson :*

Q. Were the English birds plucked and prepared ?

A. Yes, sir.

Q. And the Canadian birds had their feathers on ?

A. Yes.

Q. Do you think that made the greatest amount of difference ?

A. Yes. My next inquiry was "Why don't Canadian birds sell for as much money?" and the reply was "We always buy them much cheaper." One dealer said: "We buy them in their feathers and undressed. Customers do not like the trouble of picking and preparing them for the table. We are obliged to get this work done, and it costs money and takes time," remarking also, that when the birds were defeathered the flesh had not the same white, cleanly appearance as it had when the animal heat was in the flesh. I canvassed another gentleman, a corn merchant who received some 250 turkeys by the same steamers. I visited him. These turkeys came in their feathers also and were shipped in barrels. I saw most of them unpacked. The birds were all sorted over and were selling retail at 8 pence to 10 pence per pound. Upon inquiry I learned that this gentleman had been receiving quite a number of turkeys from a personal friend of his in western Ontario for the past four or five years and that he handled them as a personal favour, refusing any other consignments as it was outside of his line of business. Parties who had bought them came to him yearly for their holiday supplies, and while I was standing in his warehouse he called my attention to a lady from Wales, who came yearly to him to buy Canadian turkeys, and who, preferring them, left her order on this occasion for forty birds. Another gentleman, receiving annually from 2,000 to 3,000 turkeys from a party in western Ontario, informed me that he would insist on sending him his consignments of turkeys in the feathers, although he advised him to pluck them and had given him full instructions how to prepare them, at the same time stating that if his consignment came properly dressed and packed the same as their native and French turkeys, he could realize for his customers two pence per pound more for his shipment. This being the case, on a shipment of say, 2,000 turkeys of an average weight of ten pounds only the shipper would realize on the average £166 13s. more money. A large number of cases were delivered at Liverpool dressed and packed in cases holding from 20 to 24 birds according to English ideas and the directions of the Department of Agriculture here. The majority of those went forward to Birmingham. I was informed, I was not present, that the shipper, an Ontario gentleman, realized a handsome profit and that the Canadian turkey in that city is not sold at a discount. I am of opinion that if our poultry shippers would dress their poultry and ship it according to the instructions of the Department, contained in a bulletin issued in 1897, for the dressing, packing and shipping of Canadian poultry for the British markets, it would result to their advantage.

I would also recommend our poultry shippers to use, if possible, a little more discretion in regard to the choice and selection of British markets, and select as your agent or consignee a firm that has a large opening and makes a specialty of poultry, and who is in touch with the trade of that country. The British merchants as a rule deal in certain special lines and attend to them thoroughly. In reply to my question a gentleman who makes a specialty of poultry, game and eggs alone, told me that his turn-over in poultry during Christmas week was between eight and nine hundred tons. Possibly some dealer might contemplate shipping live poultry and feeding them in transit. A dealer in Liverpool told me that he had received last season a consignment of some 3,000 chickens from a party in Montreal. It proved a failure as the fowls refused their food during the voyage and pined away, resulting in a loss. It is reported that a prominent poultry firm has been very successful in buying poultry, especially chickens, in Canada during the winter months when prices are low, freezing them, placing them in cold storage in Great Britain, and disposing of them in May, June or July when the market is bare of poultry. A large trade is done in this way from Russia. I saw Russian chickens on the London markets in August frozen, that were killed and

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frozen the preceding Christmas, bringing retail 6 pence and over per pound according to quality. Geese should be shipped previous to the holidays. They are bought principally by the working classes and usually sell, dressed, for from 5 to 6 shillings in price. Ducks, wholesale, are sold from 20 to 30 shillings per dozen, and chicken from 1 to 2 shillings each according to size. Chickens with yellow legs are preferred by some as they are supposed to be of purer breed varieties. There is always a good demand for turkeys. Large turkeys should be shipped early for Christmas week, and the smaller ones later on. To any person contemplating the shipment of poultry I would suggest that they should avail themselves of the instructions supplied by the Department and commence with small private shipments at the start. With the advantage we now have in shipping our poultry, cold storage placing them on the British market fresh and sweet in flavour, the poultry trade of this country is capable of great expansion and worthy the attention of farmers and the poultry men of Canada.

*By Mr. Broder :*

Q. Did you see any Canadian game on the market ?

A. No; when I spoke of game I referred to birds from the Australian colonies and those at home.

### INQUIRY IN ENGLAND AFTER CANADIAN POULTRY, EGGS AND FRUITS.

In connection with my work in Great Britain I was instructed by the Department of Agriculture to give special attention to our fruit and poultry interests. I presume what this Committee is specially interested in, is the answer to the question, have there been any results? If I were asked for an opinion I would answer in the affirmative. The Honourable the Minister of Agriculture has stated that there is a large increase in the number of inquiries through his Department. If you will permit me, I will very briefly mention a few only, of the many instances which came under my personal observation, and which were, I think, largely the result of my canvassing. A gentleman in the city of Birmingham who has several supply stores, told me after a few interviews, talking about Canadian produce and getting such information as I could give him as to making business connections in Canada, that he fully intended to buy a large proportion of his fruit and poultry in Canada in the future. His turkey requirements alone, for his Christmas trade amounted to five or six thousand birds, hitherto placing his orders in foreign countries on the continent. Three or four very large dealers in London who make specialties of poultry, game and eggs only, after a few interviews resolved to try and make business connections with some of our people at once. One of these firms has his agents in most of the countries on the European continent. His turn-over in eggs in 1896 was 82,000,000 dozen, and they told me that their requirements for the Christmas trade in poultry was 50,000 turkeys and 20,000 geese, outside of other poultry. To give you some idea of the extent of one line of business by one firm, the manager took me through their feeding and supply warehouse, where from 50 to 100 hands are employed during the season, feeding, killing, and preparing poultry and game for the markets. It may seem almost incredible, but they told me that their average daily kill of pigeons was 8,000, besides quail in large quantities during the quail season, and the manager told me that at the time of my visit there were some 25,000 quail in the warehouse that they were feeding. The head of this firm told me that he fully intended coming himself or sending an agent or manager to Canada for the purpose of establishing agencies for poultry and eggs this season. Another firm in the city of Manchester doing a very extensive trade in dairy pro-

ducts, buying previously from importers of Canadian cheese, but through an agent in New York for American cheese, that firm purposes buying Canadian cheese direct from the Canadian factory, and has now an agent in Canada to look after his Canadian interests. I could mention other firms in those cities as well as in Glasgow, Bristol, Hull, and other places, but I trust these may suffice to show the importance of the development work outlined by the Honourable the Minister of Agriculture and Professor Robertson, to open up new channels of trade for the products of our country. I trust you will pardon me for reading a letter which I received a few days ago, as it contains a reference to myself, which might be construed as somewhat flattering, but nevertheless his opinion should be of some importance. I refer to Mr. W. D. Matthews, of Toronto, a past President of the Board of Trade, and now, as for many years, a prominent member of the Council of that Board and occupying a leading and honourable position in the business and financial institutions in this country. The letter is as follows:—

TORONTO, 20th April, 1898.

DEAR MR. CRANDALL,—On my return home I find your letter of the 15th. I think your energy and attention to promote the agriculture and produce interests of Canada, and other duties pertaining to your position, have borne good results already. I judge this by hearing frequent references made to you by those interested in doing business, not only residents in Canada, but by dealers who live in Great Britain visiting this country. If you can educate our shippers how to pack their butter, eggs, poultry, fruits, &c., you will do much to increase the volume of this trade, as this is one important feature in order to make it profitable, and unless it is made so there cannot be any permanency to it. After this, the information who to trade with would be a very proper thing to know, and I think this could be taken up by the Department without giving offence merely by opening a directory to enter names, the doing of which could be done by voluntary requests on the part of shippers and receivers in Canada and Great Britain. Your office should also be supplied with the latest and most reliable information about the routes, conveniences, and rates of freight, where shipments could be made to and from. It is these small details that go to make business easy and, if once understood, trade would very quickly come.

As I have had such long and pleasant business relations with you I feel very much pleased to know that your experience, so far, has been a success, and I shall hope for good results even beyond present expectations, to follow in the future. With kind regards, I am,

Yours very truly,

(S gned)

W. D. MATTHEWS.

It is somewhat cheering, I presume, to realize that the efforts of the Minister and the Department are stimulating the commercial pulse of Canada, and will redound to an increase of our trade with Great Britain. The results are certainly gratifying for me to realize, that I have been instrumental in doing something, small as it may appear, to contribute to these results, weak as my efforts have been.

*By Mr. Stenson :*

Q. You say that we should be careful in our selection of markets. Which are the markets it would be best to choose for poultry?

A. It is generally conceded that for fine goods of any kind, poultry especially, London is the best market in Great Britain.

Q. Are the English poultry put on the market fully dressed, cleaned and drawn?

A. Yes, they are dressed.

*By the Chairman :*

Q. Ours are drawn when they are shipped in feathers, are they not?

A. No.

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*By Mr. Stenson :*

Q. It would explain the difference in price considerably if they were drawn. Ours sell for only 7 pence and the English birds for 10 pence. If the English birds are all drawn and cleaned, of course, that makes a large difference in price.

A. Birds shipped according to the directions of the Department of Agriculture are to be drawn. English and continental birds are dressed and drawn ready for the table. As a general thing the gizzard, giblets, and so on, are placed inside the bird.

*By Mr. Broder :*

Q. But they ought to be selected uniform in size?

A. Yes, the cock birds should be packed by themselves and the hen birds by themselves. Each case should contain twelve or twenty-four birds, and those from 10 to 12 pounds, 12 to 14 pounds, and 14 to 16 pounds should be put in separate cases and the weight marked on the outside of the cases.

*By Mr. McGregor :*

Q. What is the freight from Toronto to London or Liverpool?

A. That is a matter I am not conversant with in regard to poultry. It is not very high.

*By Mr. Broder :*

Q. It would be higher at the time of year they are shipped than in the summer months. Freights go up in the fall and winter?

A. Yes.

*By Mr. McMillan :*

Q. You spoke about one consignment of turkeys that brought from 8 to 10 pence per pound with their feathers on. They brought pretty nearly as good a price as the British turkeys?

A. Yes, that is the case I investigated where the birds were shipped in feathers. They realized a good price.

*By Mr. Broder :*

Q. There was no retail profit at all?

A. No. The gentleman merely handled them as a favour for a friend. When I asked him if he would receive other consignments, he said, "No, this is quite outside my line of business." He was a large corn merchant, what we call a wheat merchant. He said, "I am doing this as a personal favour for a friend." He had placed the birds which he had been receiving with a few of his personal friends, and they were so much taken with the Canadian turkey flavour that they were accustomed to wait for this small yearly consignment.

Q. You spoke about wholesalers selling the first lot you mentioned at 4 pence halfpenny per pound. The price between the retailer and the man selling this special lot is not so much. It would hardly be fair to compare the price that that man realized for these special turkeys that he sold as a favour to a friend with this wholesale price?

Mr. MCGREGOR:—He was getting a larger price because he had made a market for a particular bird. After a little while we will make a market for our birds and the people will be looking for them.

*By Mr. Broder :*

Q. No doubt they were a good class of birds?

A. They were no better than the other birds.

Q. How do Canadian birds compare in flesh with English poultry?

A. If I were to give you my opinion, honestly, without prejudice, I would say that our Canadian birds are quite as good, if not superior to the general run of birds that were raised and offered in Great Britain.

*By Mr. Stenson :*

Q. You spoke of turkeys. Are not chickens also sent from Canada?

A. There were very few chickens sent over. I did not pay so much attention to the sale of chickens as I did to that of turkeys.

*By the Chairman :*

Q. Were there many geese?

A. Not many geese. The principal shipments were those of turkeys.

*By Mr. Meigs :*

Q. What time of the year were they shipped?

A. They were shipped the week previous to Christmas.

*By Mr. Calvert :*

Q. Don't you think that chickens can be sent over just as profitably as turkeys?

A. I think they can.

*By the Chairman :*

Q. Did you see any Australian turkey or game?

A. I saw rabbits, but no feathered game. I saw a rabbit from Australia taken from a cold storage warehouse that contained some 20,000 of them which had been bought the winter previous, about the holiday time, probably the end of 1895 or the early part of 1896, which had been frozen and held over in that condition until the rabbit season came on in the fall of the year.

*By Mr. Calvert :*

Q. What are they worth over there?

A. I did not inquire. I presume they are very cheap. I did not take much interest from the fact that when I saw this dead rabbit taken from the warehouse I made up my mind I did not care to eat any rabbit while I was there. Still, it was fresh and perfectly good.

I wish to say, perhaps it would be for the benefit of the Committee, that in conversation with a gentleman in Glasgow, a mechanical engineer who had charge of putting up a large cold storage building there, that he had been out in Australia and had had a good deal of experience in keeping poultry and rabbits in cold storage, and he told me that he experimented with freezing a nice turkey, kept it in cold storage four years, then had it dressed and cooked, and he said that you would not have dreamt that the turkey had been dead a week.

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*By Mr. Meigs :*

Q. Was it frozen or just in cold storage?

A. Yes, frozen.

*By Mr. Stenson :*

Q. That dead rabbit you saw, which you disliked, was it on account of its appearance?

A. Yes, I did not like the way it looked. Of course, it was purely imaginary on my part because, I presume, it was purely fresh.

Having examined the preceding transcript of my evidence before the Committee on the 22nd, 27th and 29th of April, respectively, I find it correct.

W. T. CRANDALL,

*Agent Department of Agriculture.*



COMMITTEE ROOM NO. 46,

HOUSE OF COMMONS,

FRIDAY, 6th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

DR. WILLIAM SAUNDERS, Director of the Dominion Experimental Farms, was present by request, and gave evidence, as follows:—

Mr. Chairman and Gentlemen of the Committee,—It gives me great pleasure to be with you once more. These annual visits to this Committee are of great advantage to the officers of the Experimental Farms, and to no one more so than myself. By means of that privilege we find out to some extent the wishes of the practical men of the Committee in connection with our work and we are always pleased to have suggestions from every quarter which will aid us in improving its character and general usefulness.

I may say that the useful work of the Experimental Farms has been continued during the past year, and never before in the history of the farms have we had so much commendation from the farmers of the Dominion, as to the beneficial and practical character of the work which has been done. I could bring many hundreds of letters received during 1897, commendatory of this work and showing that it has the confidence and appreciation of the farming community, and that it is regarded as helpful in every direction. There is no employment in the community requiring so much skill and general information as farming, and nowadays when competition is so keen throughout the civilized world, the farmer must make use of every fact he can gain, bearing on the improvement of his work, if he is to maintain his position and carry on his business to the best advantage.

When the Experimental Farms were planned, it was intended that they should become eventually a bureau of information to which farmers could apply from time to time for a solution of the difficulties which present themselves constantly in the development of farm work. This idea has been carried out to a much greater extent than was at first anticipated. During the last nine years we have received on an average over 25,000 letters a year, and last year, 1897, we received over 40,000, an average of 130 per day, of which 90 per day were answered directly, and the others were answered by distribution of samples and publications. In the distribution of bulletins and reports, the demand has been so great that we have sent out an average of 953 per day for every working day of the year, showing that, so far as the giving of information is concerned, the farms have done an immense amount of good. This correspondence to which I have referred was all carried on at the Central Experimental Farm. The branch farms also conduct a large correspondence with farmers in their respective localities.

Among the many problems presented to farmers none is so important as a knowledge of the best methods of maintaining the fertility of the soil, and that is a subject about which many questions are asked and this matter is presented to us in almost every possible form during the year. Farmers are anxious to be armed with all available information, so as to take advantage of every method likely to aid in the attainment of this desirable end. The subject, however, is surrounded by difficulties. The results of the use of fertilizers are much influenced by the character of the season, and when this is unfavourable a man will sometimes have

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unsatisfactory returns after a liberal use of fertilizers. On the other hand when the season is favourable the farmer may get better returns than he expected.

### FERTILIZERS

The results of the experiments we have conducted with fertilizers point to the importance of their long continued use. No experiments in this direction that are not carried on for a number of years can be wholly satisfactory, and the experiments which have been made at the Central Farm have given much needed information. In the spring of 1887, 11 years ago on the 2nd day of May, operations were begun on the Central Experimental Farm. During that year a piece of ground was selected for testing the influence of fertilizers on crops, a piece of virgin soil that had never before been used. There was a second growth of timber on it which was cleared during that summer and the land brought into such a condition that the following season the work was begun. The area set apart for these tests included 105 one-tenth acre plots 21 of which were devoted to experiments with wheat, 21 to oats, 21 to barley, 21 to maize, and 21 to roots. Each of the root plots were divided, giving half the area to turnips and the other half to mangels. A good deal of careful thought was given to all the more important aspects presented by this subject, and the experiments were so planned as to gain information as to the action of many of the more important fertilizers, and many things were tried with the object of anticipating questions which were likely to arise as the work progressed. Thirty-six of these plots were got ready for the spring of 1888, and in 1889 the whole series with the exception of six plots of the roots were in a fit condition to carry on the work and it has been continued each year since. It was decided that in each series of 21 plots two of the plots should be left without any fertilizer; these were Nos. 3 and 12 in each series. These have been cropped with the same crop every year since then without any fertilizer being applied. Of the other plots one was devoted to the testing of the usefulness of a given quantity of green manure from the barn-yard, and another to the testing of a similar weight of rotted manure. These experiments have been carried on, side by side, and the results which have been obtained from that test have been of very great value to farmers generally, and have thrown much light on the subject of the most economical use of barn-yard manure. Other plots were devoted to the testing of crude mineral phosphate, which 11 years ago was very much advertised as a valuable fertilizer provided it was very finely ground. In our experiments this material has been ground to about the fineness of flour, and we have used it in quantities varying from 500 to 1,000 pounds per acre; have applied it every year for nine and ten years without any perceptible effect. After grain had been grown for three years we found that the plots became so weedy that it was almost impossible to keep them clean. It was therefore decided to divide the grain plots into two halves and cultivate potatoes and carrots in one half of each grain plot on alternate years, using the other half for the grain and thus the weeds have been kept under, hence the reports on the grain from this series of plots cover only one-twentieth acre instead of one-tenth acre plots. By this arrangement we have secured some valuable information as to the action of fertilizers on carrot and potato crops which would not have been had if the experiments had been continued simply upon the basis on which they were begun. The most economical method of treating barn-yard manure is one of the most important problems in connection with farming. When we consider the millions of domestic animals that are kept and the fact that nineteen-twentieths of the farmers of this country depend almost entirely on barn-yard manure as a means of fertilizing their land, if the fertility of the soil is to be maintained, the very best use should be made of this material which is to some extent available to every farmer. The crops which we have had during the past ten years from experiments with

that manure fresh from the barn-yard, weight for weight, has done equally well in the production of these crops as rotted manure.

*By Mr. Featherston :*

Q. Have you continued the use of rotted manure, year after year ?

A. Both the rotted manure and the fresh have been continued from year to year from the outset.

Q. You probably found better results from rotted manure in the first year as compared with green manure ?

A. I could not speak positively on that point without referring to the records for that year. For the first five years we did not publish the results obtained, because they were very contradictory. Since then I think we have had slightly larger returns each year from the fresh manure.

*By Mr. Calvert :*

Q. Do you recommend farmers to take it out of the stables in the winter time and spread it on the land ?

A. I would advocate that where it can be done judiciously. Where a man's farm is undulating and he puts his manure on a hillside it is likely to leach. But if the land is fairly level the plan we adopt is to spread the manure in small heaps, about one-third of a cartload in each, near together, so that there may be no chance of its fermenting during the winter, and spread it in the spring. I think it is better to leave it in small heaps in the winter than to spread it.

*By Mr. McGregor :*

Q. Even on the slopes ?

A. Yes, I would prefer to use it in this way even on the slopes, provided they were not very steep. The farmer must, however, use his own judgment, and where he is satisfied that the manure is likely to waste by leaching he had better leave it in his barn-yard and cart it out in the spring.

*By Mr. Featherston :*

Q. Do not most kinds of grain become weedy when fresh manure is used ?

A. In growing wheat, barley or oats on the same land from year to year, without any change of crop, the land will become so weedy in three or four years that a hoed crop becomes necessary and more especially so where the manure is used fresh.

*By Mr. McMillan :*

Q. What kind of weeds were they which you have usually found ?

A. Many sorts, more especially the common thistle and the sow-thistle. Birds and the wind would carry the seeds of these weeds on the land and some of the other weeds would no doubt come from the manure.

Q. How did you cultivate the land ?

A. We gang-ploughed it as soon as the crop was taken off in the summer, very shallow so as to cover any shed grain or weed seeds there might be. Then we harrowed it so as to make that covering still shallower. It was ploughed later in the season, about 8 inches deep, and allowed to remain in that condition during the winter.

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*By Mr. Cargill :*

Q. On those plots where you used rotted manure, did you find the land become as weedy as on the plots upon which you used fresh manure?

A. In using fresh manure we used it from our own barn-yard, taking half cow manure and half horse manure, and as our grain is better cleaned for feeding purposes than is usual with farmers, perhaps our experience would not be quite a safe guide in this matter. I have already stated that we found the plots where the fresh manure was used rather the more weedy of the two, and there is no doubt that the use of fresh manure increases the chance of weeds and where cattle are fed on weedy grain or weedy fodder, large quantities of weeds may, in this way, be introduced into the soil. I would like to impress upon the minds of this Committee that these experiments are not undertaken with the idea that they are such as farmers should imitate, but rather to ascertain, if we possibly can, what are the actual effects of these fertilizers or combinations of fertilizers on the crops referred to, so that we can give such information to the farmer as will be a guide to him.

*By Mr. McMillan :*

Q. Is the manure taken right from the stables to the fields?

A. We usually take our manure out every three or four days and regard it as fresh if removed within that time.

Q. The only danger is from washing?

A. We are careful to avoid that. I quite agree with Mr. McMillan that we cannot take too much care of the manure. If we allow any leaching, the value of the manure is correspondingly lessened.

*By Mr. Calvert :*

Q. Would you advise the hauling out to wheat land of fresh manure?

A. I would prefer putting it on land where a hoed crop is to be grown, and follow this with wheat.

Q. What I want to know is, would it be of greater advantage if used on wheat to spread it over the land in the fall, or winter time, than to put it on the land in the fall and plough it under?

A. I should much prefer to plough it under in the fall wherever this is practicable, and if not weedy, I should say fresh manure was more economical for wheat than that which has been rotted. During the process of rotting you lose fully 60 per cent of the weight of the manure, and incur the labour of two or three times handling, and after it has suffered this loss we find it not more valuable, on the average, than fresh manure for the production of crops. Such a statement, if made ten years ago, would have been regarded as a visionary one. It is only by repeated applications of such tests, and showing farmers the resulting crops, thus submitting to them object lessons from year to year of the most convincing and reliable character that we can induce them to practice what we teach.

*By Mr. Cochrane :*

Q. Is not there a difference in the way the manure is rotted—if covered, would it lose 60 per cent?

A. In our experiments we have had it under a shed where it has been well covered, and it has lost fully 60 per cent each time of trial.

## FRESH AND ROTTED MANURE.

I will now give you the results of the experiments on various crops of the application of fresh manure as compared with rotted manure :—

TABLE I.

Fresh manure versus rotted manure, 12 tons used first year ; 15 tons each year after.

Crops Grown.	Fresh Manure.		Rotted Manure.		From Fresh Manure.			
	Bush.	Lbs.	Bush.	Lbs.	Less.		More.	
	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
Wheat, average for 10 years . . .	20	4	20	4				4
Barley " 9 " . . . . .	34	45	33	42			1	3
Oats " 9 " . . . . .	53	19	46	23			6	30
Indian corn, 12 tons each year—	Tons.		Tons.		Tons.		Tons.	
No. 1, average for ten years . . .	17	1,086	16	299			1	787
No. 2 " " " " . . . . .	11	821	12	786		1,965		
Turnips, 9 years, 20 tons each year	15	784	14	1,700				1,084
Mangels, 9 " 20 " " " " "	22	420	22	1,953		1,553		
Carrots, 7 " 15 " " " " "	21	20	19	1,749			1	271
Potatoes, 4 years, 15 tons each year—	Bush.		Bush.		Bush.		Bush.	
After wheat . . . . .	279	45	279	32				13
" barley . . . . .	252	37	258	42	6	15		

By Mr. Meigs :

Q. How do you apply that manure on the grain ?

A. It is spread over the plots evenly and ploughed under lightly with the plough just enough to cover it. I may say with reference to corn that on No. 1 plot a Dent variety was grown, and on No. 2 one of the Flint varieties. It will be noticed that the Flint varieties have produced the lighter crops. The crops of turnips for three or four years during the earlier part of this period suffered from a disease known as "rot" and were very light. This disease has since disappeared, but the light crops of these early years has reduced the average for the whole time very considerably. Potatoes where grown after barley have given a heavier crop in every instance than where grown after wheat, the difference being 6 bushels 16 pounds on an average for four years in favour of the barley. The differences in the crops referred to are, however, comparatively small, and it would not be safe to say that fresh manure is better than rotted manure, but they clearly point to the fact that the fresh manure is, weight for weight, about equal in value.

By Mr. Cochrane :

Q. Were the two kinds of manure of the same quality as well as quantity ?

A. Yes, they were composed in each case of equal parts of cow and horse manure and weighed carefully. It is only by persistent and long continued experiments of this sort that you can get sufficient evidence to convince intelligent farmers of the correctness of such statements, and while ten years of experience, in such work, is exceedingly valuable to the country 20 years would be much more valuable because there are circumstances arising from time to time in the character of the seasons which will modify results, and we require to continue such

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experiments for a long time in order to eliminate all chances of error. They become the more convincing the longer they are continued.

Mr. FEATHERSTON:—I have been convinced of the usefulness of fresh manure for over 20 years.

Mr. McMILLAN:—And so we have. We have on an average 150 cattle and there is not a bushel of our manure that goes into the barn-yard to lose weight. It is taken right to the field from the barn and spread, and in that way we get the best results.

Mr. COCHRANE:—You would not advise that where the land is extremely rolling.

Mr. McMILLAN:—No ; our land is not very rolling.

Mr. MCGREGOR:—Or where the land is not well drained.

Mr. McMILLAN:—If it were going to be washed off the surface I would not advise it, but we have our land well drained.

*By Mr. Rogers :*

Q. Would you put the barn-yard manure on the surface of the experimental plots ?

A. Yes, it is spread over the ground just before the time for seeding, and ploughed lightly under.

*By Mr. Stenson :*

Q. Is that on ground that has been ploughed before ?

A. Yes, the land composing these plots is ploughed in the autumn and harrowed in the spring to level it, and then the manure is spread and turned under about three inches with the plough so as to cover it.

Q. Then you seed on that and harrow it again ?

A. No, we do not in this case harrow after seeding as the harrowing would be likely to drag a portion of the manure to the surface.

I mentioned a few moments ago that fine ground mineral phosphate 11 years ago was very much advocated as a fertilizer, and it was stated that largely increased crops were got by the use of this material in its natural state provided it was ground sufficiently fine before it was applied to the soil. It was claimed that the phosphoric acid contained in this rock was thus made available to the growing crops. We have now tested this material for ten years on plots of the same size as those on which barn-yard manure has been used, and the figures given below show the results.

*By Mr. Cochrane :*

Q. Did you put the same kind of seed from year to year in the plots ?

A. Yes ; in these fertilized plots the same sort of grain runs through the whole series of years.

*By Mr. McMillan :*

Q. Do you ever put your bedding through the straw cutter ?

A. Yes ; and that makes the use of fresh manure less difficult to plough under, the cut straw also absorbs the liquids in the manure more completely—

where the straw is not cut the fresh manure is not always easily covered by the plough.

*By Senator Perley :*

Q. How short do you cut it ?

A. About two or three inches long. The results of the experiments with mineral phosphates are given in the following:—

TABLE II.

Mineral Phosphate, untreated, but finely ground, compared with average from an adjoining unmanured plot for a series of years.

Crops Grown.	Mineral Phosphate.		Average of Unmanured Plots.	
	Bush.	Lbs.	Bush.	Lbs.
<i>500 pounds per acre.</i>				
Wheat, average of 10 years . . . . .	10	33	10	36
Barley " 9 " . . . . .	14	26	14	14
Oats " 9 " . . . . .	30	18	30	32
<i>800 pounds per acre.</i>				
Corn plot 1, average of 10 years . . . . .	6	1,843	8	306
" 2, " 10 " . . . . .	4	1,890	5	1,583
<i>1,000 pounds per acre.</i>				
Turnips, average of 9 years . . . . .	7	1,327	7	1,026
Mangels " 9 years . . . . .	8	1,351	9	525
<i>500 pounds per acre.</i>				
Carrots, average of 7 years . . . . .	12	1,565	12	1,401
Potatoes, after wheat, average of 4 years . . . . .	96	50	102	20
" after barley, " 4 years . . . . .	103	50	123	30

*By Mr. McGregor :*

Q. What is the cost of this finely-ground mineral phosphate?

A. Usually about from \$10 to \$12 per ton. With all the crops named the differences in yield between the plots fertilized with the fine-ground mineral phosphate and those which received no fertilizer is so slight that it is evident that the fine-ground mineral phosphate, untreated, is of no value as a fertilizer.

*By Mr. Rogers :*

Q. How do you account for the fact that it has no effect when put on the land?

A. It is insoluble in water, and hence cannot be taken up by the rootlets of plants.

Q. Why should you have a poorer crop?

A. Of course, it cannot be an injury to the land; these differences in yield must be due to slight variations in the natural fertility of the soil.

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### MINERAL PHOSPHATE, TREATED.

Another plot was manured with mineral phosphate, which had been treated with sulphuric acid, which converts the insoluble phosphate into soluble superphosphate, and the results are compared with the unmanured plots, showing a gain in weight as follows:—

TABLE III.

Mineral Superphosphate—compared with unmanured plot.

Crops Grown.	Mineral Superphosphate.		Unmanured Plot.		Less.		More.	
	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
<i>500 pounds per acre.</i>								
Wheat, average of 10 years.....	11	48	10	36	.....	.....	1	12
Barley " 9 " .....	21	36	14	14	.....	.....	7	22
Oats " 9 " .....	35	12	30	32	.....	.....	4	14
	Tons.	Lbs.	Tons.	Lbs.	Tons.	Lbs.	Tons.	Lbs.
Corn, No. 1, average of 10 years..	13	1,082	8	306	.....	.....	5	776
" 2, " 10 " ..	10	874	5	1,583	.....	.....	4	1,291
Turnips " 9 " ..	9	356	7	1,026	.....	.....	1	1,330
Mangels, " 9 " ..	9	1,014	9	525	.....	.....	.....	489
Carrots " 7 " ..	9	1,878	11	989	2	1,523	.....	.....
Potatoes, average of 4 years—	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
After wheat.....	104	30	102	20	.....	.....	2	10
" barley.....	156	30	123	30	.....	.....	33	.....

It will be noticed that the increase of crop is considerable in some instances, showing the advantages of using the superphosphate as a fertilizer. The large gain in the plot of potatoes after barley is very striking.

*By Mr. Rogers :*

Q. What is the cost per acre of that fertilizer?

A. The superphosphate, such as I am speaking of now, costs from \$12 to \$16 per ton.

*By Hon. Mr. Fisher:*

Q. That is what we call in commerce the plain superphosphate?

A. Yes.

Q. Which is a combination of sulphuric acid and mineral phosphate?

A. Yes, the acid acting on the crude phosphate renders it soluble.

Q. There is no animal phosphate in this?

A. No, not usually.

Q. How much was applied in these experiments?

A. Five hundred pounds per acre.

*By Mr. Sproule :*

Q. That is what we call Capelton phosphate?

A. Yes, there are large quantities of this fertilizer made at the Capelton works.



Q. I bought some and paid \$23 for it?

A. Where did you buy it?

Q. I bought it in Toronto?

A. In that case there is the freight to pay from Capelton to Toronto, which would add to the cost.

*By Mr. Cochrane :*

Q. Would the increase in the crop pay the cost of the fertilizer?

A. Not in these particular experiments, because it has been used in unusually large proportions to demonstrate what can be done with this single fertilizer on these particular crops. We would not recommend farmers to try it in this way, further it only supplies one of the fertilizing elements needed by growing plants.

The next plot was treated with a complete fertilizer, consisting of mineral superphosphate 350 lbs., nitrate of soda 200 lbs., and wood ashes 1,500 lbs. per acre, in this the three important elements of plant food are supplied. In the following table a comparison is made of the results of this complete fertilizer with the plain superphosphate, as follows:—

TABLE IV.

Complete Fertilizer—Mineral superphosphate 350 lbs., nitrate of soda 200 lbs., wood ashes 1,500 lbs. per acre; compared with mineral superphosphate, 500 lbs. per acre.

Crops Grown.	Complete Fertilizer.		Mineral Superphosphate.		Less.		More.	
	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
Wheat, average of 10 years. . . .	13	48	11	48	.....	.....	2	.....
Barley " 9 " " . . . . .	26	13	21	36	.....	.....	4	25
Oats " 9 " " . . . . .	36	1	35	12	.....	.....	.....	23
Corn plot 1, average of 10 years. . .	16	492	10	1,453	.....	.....	5	1,039
" 2 " 10 " " . . . . .	12	1,152	8	215	.....	.....	4	937
Turnips " 9 " " . . . . .	12	50	9	356	.....	.....	2	1,694
Mangels " 9 " " . . . . .	14	834	9	1,014	.....	.....	4	1,820
Carrots " 7 " " . . . . .	15	1,257	9	1,878	.....	.....	5	1,379
Potatoes—	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
After wheat, average of 4 years.	210	32	145	37	.....	.....	64	55
" barley " 4 " " . . . . .	192	37	163	22	.....	.....	29	15

These results show a very substantial increase in most of the crops referred to where the three important elements of fertility are used, and all in a soluble condition.

*By Mr. McMillan :*

Q. About what price do you pay for ashes?

A. We get most of the ashes we use from the public buildings, where we get them free of charge. They are usually estimated as worth about 10 cents a bushel. A bushel would weigh from 35 to 40 pounds, depending on the amount of moisture in them.

*By Mr. Calvert :*

Q. Is ashes a good thing to spread around fruit trees?

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A. Yes, an excellent thing. They supply the land with potash, which fruit trees draw largely from the soil.

Q. Would you put the ashes close to the trees?

A. There is no advantage in putting it close for the purpose of feeding the roots of the trees, because they are always a good distance out from the trunk. I do not know that any harm would result from putting ashes close to the trees in the quantity you would ordinarily use. They would probably have the effect of killing injurious insects; but when using them as a fertilizer they will usually prove more effective if scattered evenly over the whole surface.

### GROUND BONES.

Another substance used as a fertilizer, but which we have not been able to get the benefit from which some people claim to have had, is ground bones. Experiments have been tried with this for ten years, using 500 pounds to the acre every year. When the results obtained from ground bones are compared with those had from the plot which has received no manure it will be observed that the advantage derived from the use of the ground bone has been comparatively small.

TABLE V.

Bones, finely ground—500 pounds per acre ; compared with a plot unmanured, for nine and ten years.

Crops Grown.	Bone, Finely Ground.		Unmanured Plot.		Less.		More.	
	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
Wheat, average of 10 years.....	11	48	10	36	.....	.....	1	12
Barley " 9 " .....	14	7	14	14	.....	7	.....	.....
Oats " 9 " .....	33	11	30	33	.....	.....	2	12
	Tons.		Tons.		Tons.		Tons.	
Corn plot 1, average of 10 years...	11	1,402	8	306	.....	.....	3	1,096
" 2 " 10 " .....	9	108	5	1,583	.....	.....	3	525
Carrots " 7 " .....	11	843	12	1,401	1	558	.....	.....
Potatoes—	Bush.		Bush.		Bush.		Bush.	
After wheat, average of 4 years.	108	50	102	20	.....	.....	6	30
" barley " 4 " .....	116	10	123	30	7	20	.....	.....

Ground bone was not used separately on the plots of turnips and mangels, but was used in connection with wood ashes. That plot cannot, for this reason, be used as a basis for comparison in this case.

*By Mr. McMillan :*

Q. What do you pay for ground bone per ton ?

A. From \$25 to \$30 per ton, or about a cent and a half per pound. If we are to judge by the results we have had it does not pay to use ground bone as a fertilizer on the crops referred to.

### COMMON SALT.

The next point I want to speak of is in regard to the use of common salt as a fertilizer. We have used on one set of plots, each year, for nine and ten years

300 pounds of common salt per acre. As compared with the unmanured plots common salt has given results much better than were expected. It has increased the yield of wheat 2 bushels and 59 pounds per acre for the whole period. It has more than doubled the crop of barley ; whereas the unmanured plots have averaged 14 bushels and 1 pound ; the salted plots have averaged 28 bushels and 38 pounds, an increase of 14 bushels 29 pounds as an average of nine years test, which is a most remarkable increase. With oats the use of salt has added an average of nearly five bushels to the acre.

*By Mr. Calvert :*

Q. What quantity did you use to the acre ?

A. Three hundred pounds.

*By Mr. McGregor :*

Q. How do you apply it ?

A. We sprinkle it over the surface.

Q. When seeding ?

A. No ; we scatter the fertilizer over the surface and then run the seed drill right through, leaving this fertilizer just slightly covered by the action of the seed drill.

*By Mr. Cochrane :*

Q. Could you tell us what the growth of straw was on these plots ?

A. The average weight of straw per acre on the plot of barley to which salt was applied was 2,143 pounds, and on the unmanured plot 1,592 pounds, a difference in favour of the salted plot of 551 pounds.

Mr. COCHRANE:—My experience with salt is that when you have a great growth of straw the crop is not so liable to be well filled as it is if the straw is not so strong and greater results may be produced from that fact than from the manurial qualities in the salt.

*By Mr. McMillan :*

Q. What is the character of the soil on which the salt was used ?

A. It is sandy loam with a little clay in it.

Q. A black loam ?

A. No, it is not black ; it is a fair, sandy loam ; not a very good quality of soil.

*By Mr. Semple :*

Q. How many years have you tried these experiments with salt ?

A. Nine years with barley and ten years with wheat.

Q. I remember it was used a great many years in Wellington County and the results were not satisfactory. I do not know if any is used there now.

A. It seems to be a valuable fertilizer for the barley crop, judging from our experiments.

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*By Mr. McGregor :*

Q. Would you recommend it on black loam ?

A. We have had no experience with salt on black loam, and I should hesitate to make any recommendations in this instance. I have given the results we have had on sandy loam. They might have been different on another sort of soil.

*By Mr. McMillan :*

Q. There is nothing that binds heavy clay like salt ?

A. Yes, I know it has a binding effect on heavy clay. With turnips there has not been much difference between the unmanured and salted plots. The salted plot showed an average of 67 pounds only of increase per acre, but with mangels the increase was 1,314 pounds. With carrots the increase was 1,992 pounds in favour of the salt as compared with the unmanured plot. With potatoes the unmanured plot has given a larger crop than the salted plot.

*By Mr. Rogers :*

Q. Does not salt exhaust the fertility of the soil ?

A. Salt is said to have a direct action on the soil in liberating potash, converting the insoluble forms of this substance into soluble forms. It is difficult, however, to account in this way for the average good results we have had for ten years.

*By Mr. Featherston :*

Q. Does it not come a good deal from the atmosphere ?

A. We have no proof that the atmosphere contributes anything in this case.

*By Mr. Cochrane :*

Q. Is it not a fact that salt will attract moisture ?

A. Yes, that is quite true.

*By Mr. McMillan :*

Q. Will it not attract ammonia as well as moisture ?

A. I do not think it has any special power of attracting ammonia. In absorbing moisture it would probably take up the ammonia that was in that moisture, but this would be so infinitesimally small in quantity that it could have no perceptible effect.

*By Mr. Meigs :*

Q. Do you mean to say that there was double the quantity of barley every year ?

A. There was an average of this every year for nine years ; some years the crop was larger than in others.

*By Mr. McMillan :*

Q. Did you use any other manure ?

A. We used no other manure.

I must not tax the patience of the Committee by giving further details. This series of 105 plots gives much information as to the effects of simple fertilizers and mixtures of fertilizers, and I have selected the few referred to in order to draw

attention to the importance of this work. I regard the results obtained from these plots as among the most valuable information gained at the experimental farm, and sincerely hope that nothing will be allowed to interfere with their continuance for many years longer. The longer they are carried on the more reliable will be the conclusions drawn from them. We have very much yet to learn on this subject.

*By Mr. McMillan :*

Q. How much land do you occupy this year with experimental work?

A. There are ten and a half acres in this series of experimental plots, and probably 12 to 15 acres, otherwise, but I am not able to give the exact area without reference to our books. The annual test plots have been reduced in size this year.

*By Mr. Cochrane :*

Q. What do I understand by ten years in a series; do you use the same plot without manure?

A. Yes, the same plot every year without manure.

*By Mr. Parmalee :*

Q. The comparison is with a plot with no manure at all?

A. There are two plots used in this comparison, on one of which there is no manure at all, and on the other the salt has been applied each year.

#### GYPSUM EXPERIMENTS.

Before leaving this subject I will submit the results of experiments with land plaster or gypsum, compared with the unmanured plot, which were as follows:—

TABLE VI.

Land plaster or gypsum, 300 lbs. per acre, compared with the unmanured plot for nine and ten years.

Crops Grown.	Land Plaster.		Unmanured.		Increase.	
	Bush.	Lbs.	Bush.	Lbs.	Bush.	Lbs.
Wheat, average of 10 years. ....	12	57	10	36	2	21
Barley " 9 " .....	20	35	14	14	6	21
Oats " 9 " .....	33	6	30	32	2	14
	Tons.		Tons.		Tons.	
Carrots " 7 " .....	13	1,355	12	401	.....	1,954

With potatoes after wheat the unmanured plot gave the largest crop, but with potatoes after barley the plot treated with gypsum gave the largest return.

*By Mr. McMillan :*

Q. How much do you use to the acre?

A. Three hundred pounds.

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*By Mr. Calvert :*

Q. What does it cost per acre?

A. Land plaster costs by the carload in Ottawa from \$8 to \$10 per ton. It varies much in quality, containing from 10 to 20, and sometimes 30 per cent of impurities.

*By Mr. Richardson :*

Q. Where is it got, and is it plentiful?

A. Very plentiful. It is obtained on the Grand River, near Paris, and in other parts of western Ontario, and there are immense deposits in Nova Scotia and New Brunswick.

Q. Has it to be ground up?

A. Yes, it is ground very fine, and is sold in bags of 200 pounds each.

The potato crop was not much improved by the use of land plaster. The barley was influenced quite favourably, and wheat, oats and carrots to some extent.

Q. Have you tried plaster on clover?

A. Yes, and we have found it very beneficial.

The facts and figures I have presented to you seem to show:

### CONCLUSIONS DERIVED FROM EXPERIMENTS WITH MANURE.

(1.) That barn-yard manure used fresh on the crops named is about equal, weight for weight, in effect, to rotted manure.

(2.) That finely ground, untreated mineral phosphate, when applied to the soil is not available, to any extent, as plant food, and that no material effect is noticeable even when applied in quantities of from 500 to 1,000 pounds a year per acre for ten years.

(3.) That when the same material is treated and converted into superphosphate the effect is beneficial and most marked on crops of barley, oats, corn and turnips.

(4.) That a complete fertilizer, composed of 350 pounds of mineral superphosphate, 200 pounds nitrate of soda and 1,500 pounds of ashes is much more effective on crops than superphosphates used alone.

(5.) That finely-ground bone has not produced the results in these experiments, in increase of crops, which were expected, the beneficial action being most marked on Indian corn, oats and wheat. Ground bone was not used alone on roots.

(6.) Common salt has increased most of the crops materially, especially barley, where it has doubled the crop for an average of nine years; it is also beneficial on mangels and carrots and, to a less extent, on wheat.

(7.) Gypsum has also proved useful, especially with barley and, to a less degree, on oats, wheat and carrots.

*By Mr. Pettet :*

Q. Did you ever use lime?

A. Yes, but not in this special series of plots. Lime is very useful when applied to some soils. Where lime exists in the soil in the proportion of less than one per cent, lime may be added with advantage, and will increase the crops, as a rule; this result, however, is not always produced by any direct action of its own as a fertilizer, but usually by its chemical action on the elements of fertility in the soil by which insoluble plant food is made soluble and available.

*By Mr. Stenson :*

Q. You made a comparison between green and rotted manure, and found them equally good one with the other?

A. Yes, we found that they gave crops equally good.

Q. And the rotting of the manure made it less in weight by 60 per cent?

A. Yes, over 60 per cent of the weight used was lost in rotting.

Q. So whoever gets his manure to rot will lose 60 per cent in quantity?

A. Yes, and will have to handle it twice.

Q. You have made this comparison between rotted and green manure. Now, in proportion with these other fertilizers, what has been your experience on these plots between manure and these other fertilizers?

A. The results are all given in the tables published in the Annual Report of the Experimental Farms. These experiments have not been undertaken with the object of giving information on the economical use of manures. Unusual and rather extravagant quantities have been used in order to demonstrate clearly the action of each sort on particular crops. Speaking generally, we have not had the results from the use of artificial fertilizers which was expected, when compared with barn-yard manure. Still, I regard artificial fertilizers as exceedingly useful and when judiciously used they present to the growing crops the plant food required in soluble forms which are readily appropriated.

#### EXPERIMENTS WITH CLOVER.

Last year I referred to the subject of enriching the soil by ploughing under leguminous plants, especially clover. This subject is of so much importance that I venture to speak of it again, and to give you some details of the experiments carried on during the past year. These experiments were begun at the Central Experimental Farm in 1895 and continued in 1896 and 1897. They have shown that clover can be sown with grain without lessening the grain crop for the current year, and that when ten pounds of clover seed is used a fine even growth is obtained, which serves the purpose of a catch crop during the summer, absorbs a large quantity of nitrogen from the air during the season and stores this up in its leaves, stems and roots, that the roots range far and deep to gather food, going deeper than most other plants can go in search of it, and that when subsequently this mass of material is ploughed under, it is to the great advantage of the land, improving its texture and adding materially to its fertility. During 1897 about thirty-six acres of grain fields were treated in this way, all sown with ten pounds of clover to the acre, and ploughed under at the close of the season, in October, when the clover was ten or twelve inches high and the soil was filled with roots, and all this mass of fertility has been added to the soil of these fields. The same land has been sown again with other crops this year, using clover in the same proportion, and we expect to be able to plough under a similar body of fertilizing material during the coming autumn and shortly to demonstrate the usefulness of that method of enriching the soil by the increase of crop gained.

*By Mr. Calvert :*

Q. Is the clover sown in the fall or the spring ?

A. It is sown in the spring with the grain, ten pounds of seed to the acre.





*By Mr. Calvert :*

Q. You have a larger quantity of roots and tops from common than Mammoth, and I did not know whether there would be any difference in the feeding qualities of the hay?

A. I do not think there would be any material difference. Where a farmer can turn in cattle to feed on these crops of clover, that is a more economical way to use them, because he can get an additional profit from the animals, and the manure which the cattle will drop will restore to the soil nearly all the fertilizing constituents which the clover has taken out. If the clover is cut and fed in the barn the manure should be returned to the land.

Q. It would be more advantageous to feed it first to the cattle?

A. Yes, if the cattle were to pasture on it, but where a farmer has not the cattle necessary for this purpose it will pay him well to grow it to plough under, because every ton of this material turned under adds as much nitrogen to the soil as two tons of barn-yard manure, so that a crop of  $7\frac{1}{2}$  tons to the acre is about the same as putting 15 tons of manure on the land, as far as nitrogen is concerned, and it brings up a considerable quantity of potash and phosphoric acid from the depths of the soil and places these within reach of the next crop so that it practically adds to the soil, as far as the next crop is concerned in these other important constituents also.

*By Mr. Cargill :*

Q. Do you think you would have just as good results by pasturing the clover until late in the fall and then ploughing it down as you would by leaving the clover to grow to a pretty full crop before ploughing it under?

A. I think so; there may be some kinds of soil in regard to which it will be better to plough the full crop under, but, speaking generally, I think that pasturing would be the better method to adopt.

#### SOJA BEANS.

There is one other plant I wish to refer to bearing on this subject, that is the Soja Beans, a leguminous crop which, I think, is one of the most promising things we have tested, and one which can be used for several different purposes. This (holding up a specimen) is one of the earlier varieties of the Soja bean, grown in Japan. Last year we procured seeds of this variety from Peter Henderson & Co., of New York, imported by that firm from Japan. It may be used as a soiling crop, or for hay or ensilage, or it may be used for ploughing under, if desired. The varieties of Soja beans heretofore tried at the Central Farm have been late in ripening and have not yielded well, but this early variety was sown on the 25th May in rows nine inches apart in a plot of 12 by 15 feet, gave well-podded vines by the time of cutting, September 25th, with a yield of green fodder, from the plot, equal to 15 tons 885 pounds per acre. As this plant is said to endure hot, dry weather, it is hoped that it may be found useful to grow for ensilage, to mix with corn in those districts where horse beans have not been successful. The crop from this bean last year at the Central Farm was heavier in proportion than any crop of horse beans we have grown there. A further supply of the seed of this variety has been secured this season, and test plots have been arranged at all the branch farms, and plots of the horse beans have been planted alongside of them. We hope next year to have fuller particulars to give regarding this promising plant. It will probably prove a valuable plant for ensilage purposes, to mix with corn, and to give added nitrogen

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to improve the quality of that feed. An analysis of this Soja bean shows it to be about as rich in nitrogen as the horse bean, and it would no doubt be as valuable as a food for cattle.

*By Mr. Stenson :*

Q. Where can the seed of this bean be procured?

A. We get it from Peter Henderson & Co., of New York; the price at which it is sold is \$5 a bushel. We procured a sufficient quantity of this seed to admit of testing it at all the experimental farms.

*By Hon. Mr. Fisher :*

Q. Does this seed ripen here ?

A. It has not ripened with us thus far.

*By Mr. Cargill :*

Q. You spoke of sowing clover in the fall. Does it do as well as in the spring ?

A. I spoke of sowing it in the spring and ploughing it under in the fall.

In reference to the Soja bean, I thought of testing that for ploughing under in the North-west. Clover is a difficult crop to grow there, as we grow it here. The grain takes all the moisture out of the land, and there is never enough after growth in the clover plants to make the crop useful for ploughing under. But where a piece of land is intended to be fallowed if it is sown with a crop of this sort and that ploughed under in the autumn, if it succeeds well there is a large quantity of humus added to the soil, also a considerable addition of nitrogen which improves the character of the soil and enriches it materially. We hope to try some experiments in that line with these Soja beans.

*By Mr. Stenson :*

Q. In regard to the roots of clover, how far down do they reach ?

A. I reported last year to this Committee the results of some experiments in regard to that question. We found the roots of clover that had been sown in the spring of one year four feet deep on the 24th of May of the following year, and some of the small fibres extended below that depth.

*By Mr. McMillan :*

Q. Was that in sandy soil ?

A. No ; in clay loam.

*By Mr. McGregor :*

Q. Did you ever try turning down buckwheat ?

A. Yes, we have, and have found some benefit from this practice, but the difference between buckwheat and these nitrogen collecting plants is very great in regard to the amount of fertility that is added to the land. Buckwheat merely restores to the soil what it takes from it, but it does restore it in a more readily available form so that the next crop can feed on it to advantage. But these nitrogen collectors accomplish the same end, and also take nitrogen from the air.

## BROME GRASS.

I wish to make a remark or two here about Brome grass. The members of the Committee were very much interested last year in some experiments I spoke of with this grass, and I desire now to say a word as to how it has succeeded during the past year. The one acre plot we had at the Central Farm gave last season one ton twelve hundred and ten pounds of cured hay, of excellent quality. Our Timothy gave an average of one and one-half tons, or a little less. At the branch Experimental Farm at Indian Head, one acre of Brome grass gave three and one-half tons, and 22 acres of new crop, notwithstanding that the season was very dry and unfavourable in the spring, gave an average of one ton sixteen hundred and sixteen pounds per acre, and from other fields of 20 acres in all, which have been cut for hay or seed, for three, four and five years, an average of one ton six hundred and five pounds per acre. The largest crop obtained from the several plots under test at Brandon was three tons four hundred pounds per acre. More than 2,000 sample bags of a pound each of this seed were distributed during the past season by mail free, and the distribution that is going on this season is expected to be equally large or perhaps larger. Large importations of this seed have also been made by Canadian seedsmen and sold to farmers, especially in Manitoba and the North-west Territories. The surplus seed produced at the western experimental farms has been sold to farmers in quantities of five, ten and twenty pounds to each individual. During the past year experiments have been carried on in feeding Brome grass hay to steers as compared with timothy at the Central Farm, and also at Indian Head. It has been fed also to milch cows and to horses, and has been found very nutritious and useful. Its value for feeding purposes seems now to have been definitely settled. The advantages arising from the introduction of this grass into the North-west country are so great that it may be regarded as inaugurating a new era in dairying and stock raising all through the west. There was great need for a grass which could be cultivated for hay and which would furnish good pasture when established, and this Brome grass fills the bill exactly. It starts very early in the spring before any other grass, gives a good feed where it is used for pasture and stands the extreme cold of winter and the dry weather in the summer very well. It can be pastured up to November or December, and gives feed much later than any native pastures in that country. It also promises from its earliness, hardiness and strong root system to be useful in many other parts of the Dominion. At first it was thought there might be some difficulty in getting rid of the roots of this grass when it was desired to plough it under. Experiments have been tried to test this matter and no difficulty has been experienced in getting rid of them. In the North-west country this upturned sod is an advantage as it gives a condition of soil similar to a new piece of prairie, and the crop is not so liable to be injured by winds, and blowing there is a great detriment to the crop; another advantage which has been found for it is that it will grow better on alkaline land than any other grass we have tried.

*By Mr. Rogers :*

Q. Do animals like it as well as other grasses?

A. Yes, equally well.

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COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
WEDNESDAY, 11th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

DR. SAUNDERS, Director of the Dominion Experimental Farms, was present by recall, and continued his statement of the 6th May, as follows :—

Mr. Chairman and Gentlemen,—When I had the pleasure of appearing before you last Wednesday I discussed at some length the results of experiments with fertilizers on different plots of land and with different crops, covering a period of ten years. The results of the average crops obtained during these ten years was presented, and also some particulars as to the advantage of adding to the fertility of the soil by the ploughing under of green crops, especially clover. With this subject disposed of, and the land properly prepared for crop, the next important consideration for the farmer is the selection of the best and most productive varieties of grain to sow. In this work the experimental farms have been most helpful.

### UNIFORM TEST PLOTS.

All the most promising sorts of grain available have been brought together from many different parts of the world and grown side by side on the experimental farms, on what are called uniform test plots. In preparing for this uniform work of testing, a piece of land has been selected on each farm as uniform as possible in its character, and this has been laid out in plots of one-tenth or one-twentieth acre each, taking care that different varieties of each grain shall be sown together on one piece of uniform land, and the seed of all the different sorts sown on the same day, or within two days. In this way all the varieties sown have the same advantages as to the preparation of the soil, the quality of the soil, and the conditions of climate. They are watched through the whole period of their growth, their relative earliness is noted, and when the time for harvesting comes they are harvested separately, threshed separately, and the yield of each plot carefully noted. The results are published in bulletin form, as early as possible in the winter, so that they may be sent to farmers throughout the Dominion in ample time to supply information as to the best varieties of grain to select for sowing. This work has been carried on at all the experimental farms for the past three years. Before that time these uniform tests were conducted at the Central Farm only for some two or three years, but, having extended it to the branch farms, we can now give the average results for three years of the growing of many of the most important cereals under the different climatic conditions which occur in the Dominion. The length of time during which such experiments have been conducted has much to do with the readiness with which the lessons they teach are accepted. You may bring before the farmer the experience of any particular year and he may say : “ This is an unusual season in regard to the weather or in some other particular, and that another year you may have to take all this back and give an entirely different report,” but when you get the results of three years, or more, and average these, the elements of uncertainty are eliminated to a large extent, and the results be-

come, in the main, reliable. About sixty varieties of oats have been under trial in these uniform test plots, and I submit here the results of the twelve varieties which have averaged best at all the experimental farms.

*By Mr. McGregor :*

Q. Would it not be better for you, in speaking of the farms to locate the different farms and give the results of each?

A. That I should be very glad to do, but this is given fully in Bulletin 29. I am submitting these particulars now with the view of showing the average results obtained under the different climatic conditions throughout the Dominion.

*By Mr. McMillan :*

Q. I think it would be better to publish the results of each farm located in the different provinces?

A. If that is the wish of the Committee I will, with pleasure, include it in the proofs of this evidence. The following are the particulars desired:—

### THREE YEARS' EXPERIENCE WITH VARIETIES OF OATS.

The twelve varieties of oats which have averaged the heaviest crops at the several experimental farms during the past three years are the following:—

#### CENTRAL EXPERIMENTAL FARM, OTTAWA.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Banner.....	68	30	7. Golden Giant.....	63	15
2. Golden Beauty.....	65	15	8. American Beauty.....	62	12
3. American Triumph.....	65	13	9. White Schonen.....	61	23
4. Columbus.....	65	12	10. Improved Ligowo.....	61	18
5. White Russian.....	65	..	11. Bavarian.....	59	22
6. Abundance.....	63	23	12. Wallis.....	58	23

An average yield of 63 bushels 15 lbs. per acre.

#### EXPERIMENTAL FARM FOR THE MARITIME PROVINCES, NAPPAN, N.S.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Wallis.....	74	31	7. Golden Beauty.....	69	7
2. White Russian.....	73	31	8. Early Blossom.....	68	28
3. Banner.....	71	13	9. American Beauty.....	68	21
4. California Prolific Black.....	70	7	10. Abyssinia.....	67	15
5. Columbus.....	70	..	11. White Schonen.....	67	9
6. Early Gothland.....	69	13	12. Improved Ligowo.....	65	17

An average yield of 69 bushels 24 lbs. per acre.

#### EXPERIMENTAL FARM FOR MANITOBA, BRANDON, MAN.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Banner.....	86	16	7. Golden Beauty.....	72	22
2. Early Golden Prolific.....	86	6	8. Rosedale.....	71	26
3. American Beauty.....	85	20	9. Bavarian.....	69	24
4. Holstein Prolific.....	77	25	10. Improved Ligowo.....	69	4
5. Golden Giant.....	77	15	11. Joannette.....	69	4
6. White Schonen.....	73	1	12. Columbus.....	68	11

An average yield of 75 bushels 20 lbs. per acre.

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### EXPERIMENTAL FARM FOR THE N. W. TERRITORIES, INDIAN HEAD, N.W.T.

		Per Acre.			Per Acre.		
		Bush.	Lbs.			Bush.	Lbs.
1. Columbus.....	92	19	7. Improved Ligowo.....	84	29		
2. Holstein Prolific.....	91	3	8. Wide Awake.....	84	21		
3. American Beauty.....	89	1	9. Early Archangel.....	83	14		
4. Abundance.....	86	33	10. Early Golden Prolific.....	83	8		
5. White Schonen.....	85	13	11. Abyssinia.....	81	16		
6. Golden Beauty.....	85	3	12. American Triumph.....	80	27		

An average yield of 85 bushels 23 lbs. per acre.

### EXPERIMENTAL FARM FOR BRITISH COLUMBIA, AGASSIZ, B.C.

		Per Acre.			Per Acre.		
		Bush.	Lbs.			Bush.	Lbs.
1. Early Gothland.....	61	4	7. Columbus.....	56	9		
2. Lincoln.....	60	18	8. Oderbruch.....	56	4		
3. Bavarian.....	58	28	9. American Beauty.....	55	33		
4. Early Golden Prolific.....	58	16	10. Bonanza.....	55	31		
5. Golden Giant.....	57	5	11. Hazlett's Seizure.....	55	23		
6. Early Blossom.....	57	4	12. Banner.....	55	22		

An average yield of 57 bushels 14 lbs. per acre.

The twelve varieties which have produced the largest average crops for the past three years on all the farms, and hence may, perhaps, be regarded as worthy of being placed at the head of the list for general cultivation are:

		Per Acre.			Per Acre.		
		Bush.	Lbs.			Bush.	Lbs.
1. American Beauty.....	72	10	7. Holstein Prolific.....	67	18		
2. Banner.....	72	7	8. Improved Ligowo.....	66	18		
3. Columbus.....	70	15	9. White Russian.....	65	25		
4. Golden Beauty.....	69	1	10. Wallis.....	65	18		
5. White Schonen.....	68	7	11. Bavarian.....	64	33		
6. Early Golden Prolific.....	67	26	12. Early Gothland.....	64	22		

An average yield of 67 bushels 32 lbs. per acre.

The Abundance, which is also a very promising oat, averaged 64 bushels 17 lbs. per acre, within five pounds per acre of the Early Gothland.

### THREE YEARS' EXPERIENCE WITH VARIETIES OF BARLEY.

Among the barleys fifteen sorts of two-rowed have been under trial at all the experimental farms, and in the following table the crops obtained from the best six of these are given:—

#### TWO-ROWED BARLEY.

The six varieties of two-rowed barley which have averaged the heaviest crops at the several experimental farms during the past three years are the following:—

#### CENTRAL EXPERIMENTAL FARM, OTTAWA, ONT.

		Per Acre.			Per Acre.		
		Bush.	Lbs.			Bush.	Lbs.
1. Sidney.....	41	39	4. Canadian Thorpe.....	37	47		
2. Newton.....	40	25	5. Beaver.....	37	37		
3. Bolton.....	39	18	6. Danish Chevalier.....	37	27		

An average yield of 39 bushels 8 lbs. per acre.

#### EXPERIMENTAL FARM FOR THE MARITIME PROVINCES, NAPPAN, N.S.

		Per Acre.			Per Acre.		
		Bush.	Lbs.			Bush.	Lbs.
1. French Chevalier.....	33	16	4. Canadian Thorpe.....	35	..		
2. Danish Chevalier.....	36	12	5. Bolton.....	33	9		
3. Prize Prolific.....	35	12	6. Newton.....	32	37		

An average yield of 35 bushels 6 lbs. per acre.

## EXPERIMENTAL FARM FOR MANITOBA, BRANDON, MAN.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. French Chevalier.....	48	46	4. Thanet.....	40	27
2. Sidney.....	48	9	5. Canadian Thorpe.....	33	6
3. Newton.....	42	1	6. Beaver.....	37	47

An average yield of 42 bushels 31 lbs. per acre.

## EXPERIMENTAL FARM FOR THE N. W. TERRITORIES, INDIAN HEAD, N.W.T.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. French Chevalier.....	60	23	4. Danish Chevalier.....	55	47
2. Beaver.....	57	3	5. Newton.....	55	46
3. Canadian Thorpe.....	56	4	6. Prize Prolific.....	53	33

An average yield of 56 bushels 26 lbs. per acre.

## EXPERIMENTAL FARM FOR BRITISH COLUMBIA, AGASSIZ, B.C.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Canadian Thorpe.....	40	20	4. Kinver Chevalier.....	35	44
2. French Chevalier.....	39	41	5. Beaver.....	33	46
3. Danish Chevalier.....	36	45	6. Prize Prolific.....	31	32

An average yield of 36 bushels 22 lbs. per acre.

The six varieties of two-rowed barley which have produced the largest average crops for the past three years on all the farms are:

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. French Chevalier.....	44	25	4. Newton.....	39	40
2. Canadian Thorpe.....	41	25	5. Beaver.....	39	34
3. Danish Chevalier.....	40	42	6. Sidney.....	39	14

An average yield of 40 bushels 46 lbs. per acre.

## SIX-ROWED BARLEY.

Twenty varieties of six-rowed barley have also been grown in these uniform test plots, and the results obtained from the best six of these are submitted.

The six varieties of six-rowed barley which have averaged the heaviest crops at the several experimental farms during the past three years are:

## CENTRAL EXPERIMENTAL FARM, OTTAWA, ONT.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Odessa.....	56	44	4. Trooper.....	51	27
2. Mensury.....	56	9	5. Oderbruch.....	47	47
3. Royal.....	53	39	6. Petschora.....	47	6

An average yield of 52 bushels 12 lbs. per acre.

## EXPERIMENTAL FARM FOR THE MARITIME PROVINCES, NAPPAN, N.S.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Mensury.....	52	37	4. Oderbruch.....	41	45
2. Surprise.....	46	5	5. Success.....	41	29
3. Trooper.....	43	36	6. Vanguard.....	41	13

An average yield of 44 bushels 28 lbs. per acre.

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### EXPERIMENTAL FARM FOR MANITOBA, BRANDON, MAN.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Mensury.....	54	11	4. Nugent.....	51	32
2. Common.....	53	43	5. Surprise.....	47	31
3. Trooper.....	52	21	6. Summit.....	46	15

An average yield of 51 bushels 1 lb. per acre.

### EXPERIMENTAL FARM FOR THE N. W. TERRITORIES, INDIAN HEAD, N.W.T.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Rennie's Improved.....	61	45	4. Common.....	60	23
2. Odessa.....	61	35	5. Oderbruch.....	58	36
3. Mensury.....	60	40	6. Trooper.....	57	1

An average yield of 60 bushels 6 lbs. per acre.

### EXPERIMENTAL FARM FOR BRITISH COLUMBIA, AGASSIZ, B.C.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Oderbruch.....	35	5	4. Mensury.....	31	25
2. Odessa.....	32	24	5. Royal.....	30	27
3. Common.....	31	42	6. Petschora.....	30	..

An average yield of 31 bushels 44 lbs. per acre.

The six varieties of six-rowed barley which have produced the largest average crops for the past three years on all the farms are:

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Mensury.....	51	5	4. Common.....	45	42
2. Odessa.....	47	10	5. Royal.....	45	5
3. Trooper.....	46	43	6. Oderbruch.....	44	30

An average yield of 46 bushels 38 lbs. per acre.

### THREE YEARS' EXPERIENCE WITH VARIETIES OF SPRING WHEAT.

Thirty-eight varieties of spring wheat have been tested, and the variety which heads the list is the Preston. This is one of the new cross-bred wheats originated at the Central Experimental Farm. For the three years it has given an average of 33 bushels 4 lbs. per acre (taking all the farms into account), which is two bushels and two pounds more than any of the other varieties grown. The Preston is a cross between Red Fife and Ladoga, and is from three to five days earlier than Red Fife.

TABLE X.

The twelve varieties of spring wheat which have averaged the heaviest crops at the several experimental farms during the past three years are the following:—

#### CENTRAL EXPERIMENTAL FARM, OTTAWA, ONT.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Preston.....	25	77	7. Wellman's Fife.....	21	42
2. Monarch.....	22	46	8. Pringle's Champlain.....	21	27
3. Colorado.....	22	32	9. Alpha.....	21	20
4. White Russian.....	22	31	10. Advance.....	21	20
5. Goose.....	22	25	11. Stanley.....	21	18
6. Huron.....	21	53	12. Rio Grande.....	21	13

An average yield of 22 bushels 8 lbs. per acre.



## EXPERIMENTAL FARM FOR THE MARITIME PROVINCES, NAPPAN, N.S.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Stanley.....	35	40	7. White Connell.....	33	53
2. Preston.....	35	13	8. Huron.....	33	7
3. Wellman's Fife.....	35	13	9. Advance....	32	20
4. Red Fern.....	34	47	10. Old Red River.....	32	20
5. White Russian.....	34	20	11. Rio Grande.....	32	..
6. Goose.....	34	..	12. Campbell's White Chaff.....	30	27

An average yield of 33 bushels 37 lbs. per acre.

## EXPERIMENTAL FARM FOR MANITOBA, BRANDON, MAN.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. White Fife .....	38	47	7. Advance.....	34	53
2. Preston (2 years only).....	37	65	8. Crown.....	34	30
3. Red Fife.....	37	..	9. Monarch.....	34	20
4. Rio Grande.....	35	57	10. White Connell.....	34	10
5. Goose.....	35	43	11. Old Red River.....	33	47
6. Pringle's Champlain.....	35	37	12. White Russian.....	32	50

An average yield of 35 bushels 28 lbs. per acre.

## EXPERIMENTAL FARM FOR THE N. W. TERRITORIES, INDIAN HEAD, N.W.T.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Huron.....	44	20	7. Alpha.....	41	13
2. Beadry.....	43	37	8. Preston.....	41	10
3. Emporium.....	43	7	9. Rideau.....	40	53
4. Red Fern.....	41	27	10. Wellman's Fife.....	40	50
5. Red Fife.....	41	23	11. Crown.....	40	43
6. Pringle's Champlain.....	41	23	12. Herisson Bearded.....	40	40

An average yield of 41 bushels 44 lbs. per acre.

## EXPERIMENTAL FARM FOR BRITISH COLUMBIA, AGASSIZ, B.C.

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. White Fife.....	26	38	7. Alpha.....	24	10
2. Herisson Bearded.....	26	20	8. Campbell's White Chaff.....	24	..
3. Preston.....	25	47	9. Red Fife.....	23	28
4. White Connell.....	24	40	10. Admiral.....	23	27
5. Old Red River.....	24	40	11. Red Fern.....	23	20
6. Wellman's Fife.....	24	20	12. Monarch.....	23	13

An average yield of 24 bushels 30 lbs. per acre.

The twelve varieties of spring wheat which have produced the largest average crops at all the farms for the past three years are:

	Per Acre.			Per Acre.	
	Bush.	Lbs.		Bush.	Lbs.
1. Preston.....	33	4	7. Red Fife.....	30	9
2. Monarch.....	31	2	8. White Connell.....	30	5
3. Wellman's Fife.....	30	36	9. Advance.....	30	..
4. White Fife.....	30	25	10. Goose.....	29	51
5. Rio Grande.....	30	23	11. Red Fern.....	29	49
6. Old Red River.....	30	17	12. Alpha.....	29	27

An average yield of 30 bushels 26 lbs. per acre.

In addition to the Preston already referred to, two other of the cross-bred varieties, originated at the experimental farms, Advance and Alpha stand well to the front in these tests.

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*By Mr. McGregor :*

Q. How about the quality of Preston wheat ?

A. It was only recently produced, and we have not yet been able to get a sufficient quantity to give it a milling test. The demand for that wheat has been most surprising. We have had requests from many parts of the United States, from the Argentine Republic, Russia, Great Britain, and France, as well as from Canadian growers for quantities of the seed which we have not been able to supply, as we have had only enough to send out about 1,000 samples to our own farmers. We have put a bushel of this wheat in the hands of each of three or four of our Canadian seedsmen to start them in growing it for the market.

*By Mr. Rogers :*

Q. Have you given any of these cross-bred wheats to foreign countries ?

A. We have sent some samples.

*By Mr. McMillan :*

Q. You do not know anything about the milling qualities of the Preston wheat ?

A. No. If, however, you chew it it is very glutinous and reminds you of Red Fife. We have also another variety which originated from the same kernel, a beardless sport called the Stanley. This variety does not produce crops as large as those of the Preston, though it has yielded very well.

*By Mr. Featherston :*

Q. Have these experiments been carried on at this Experimental Farm at Ottawa ?

A. Yes ; all these varieties have been grown here in the uniform test plots.

*By Mr. Calvert :*

Q. Does the crop of Preston wheat on the Central Farm come up to the average ?

A. No, it does not come up to the 33 bushels. In the experimental plots last year it gave 20 bushels and 10 pounds, while in a half-acre field plot, it gave 28 bushels 42 pounds, showing that differences in the soil often give different results with the same variety of grain. The Preston compared with the Red Fife during three years has given an average of 2 bushels 55 pounds per acre more than the Red Fife under exactly the same conditions, sown the same day and grown side by side. We have produced a large number of new cross-bred varieties of grain in the hope that among them we may find varieties specially adapted to the climatic conditions prevailing in different parts of this country. Some new crosses have been produced between the Colorado and the Gehun. The Colorado is a good variety and yields well, but shells badly. The Gehun is a variety sent over to Canada through the kindness of Lord Dufferin many years ago, from the mountains of India, an early sort, and which now, when crossed with the Colorado, has given us several promising sorts, which are productive and early in maturing. This year we have had a sufficient quantity of some of these varieties to make comparative tests with other leading sorts at the Central Farm. One of these, the Plumper, stands at the head of our list of 56 varieties, with a yield of 26 bushels and 42 pounds; another, called Blair, produced 24 bushels and 10 pounds; a third called Mason, gave 23 bushels and 20 pounds, and a fourth, Harold, gave 22

bushels and 50 pounds. These are all crosses between the Colorado and the Gehun, except the Harold.

*By Mr. Calvert :*

Q. Are they all bald ?

A. The Blair and the Mason are both beardless, while the Plumper and Harold are bearded. The Harold, a cross between the early-ripening Indian wheat, Gehun, and a very early sort imported nine years ago from Northern Russia, called Onega, has ripened considerably earlier than any other variety tested. Last year it matured in 89 days from the date of sowing, while the Red Fife sown alongside required 102 days to ripen, a difference of 13 days. It is too soon yet to say anything about what we may expect, but this is a very interesting result. This wheat will be tested at all the branch farms during the coming season, and next year I may be able to say something further about it.

*By Mr. Featherston :*

Q. That would be the wheat from Manitoba ?

A. Yes.

*By Mr. Calvert :*

Q. It might be of interest to the Committee to know how these crosses are produced ?

A. That was explained fully last year and illustrated by a diagram. (The explanation is here reproduced). "When you wish to make a cross you take a head soon after it has shot out and open one of the sections of a spikelet by removing the outer chaff and pulling back the inner chaff, thus exposing the flower. This is examined carefully to see that the fertilizing pollen in the anther, is not shed or ready to be shed, and that the anthers are still green and the pollen immature. You then pull off the anthers, as shown in the other drawing, leaving the pistils, pollen is then brought from the other variety you wish to act as male, from anthers in the right condition of maturity. The anthers of one variety, with the pollen on them, is then applied to the pistils of the other sort, when the pollen sticks to the moist feathery pistil. The floral chamber is then closed up, by turning back the chaff, so that no insect can get at it, and after preparing a sufficient number of flowers, the head is wrapped carefully with a piece of tissue paper tied top and bottom, so that no other pollen can find its way in, and allowed to remain in that way until the grain is matured. Then the kernel produced through the union of those elements is sown and you have your new variety as the result.

*By Mr. McMillan :*

Q. Have you tried Goose wheat in crossing ? I find Goose wheat is gaining in the estimation of buyers until it has got close to Red and White wheats in its standing on the Toronto market. The millers seem to have formed a better opinion of it. Possibly its character has become modified by the influence of our climate upon it ?

A. Goose wheat has usually been regarded as the poorest quality of wheat grown in the country, and the millers have cried it down so much that we have thought it best to avoid its use altogether in this connection. The quality of the gluten in Goose wheat renders it unsuitable for making good bread, but for biscuits, pie crusts, macaroni and similar articles it can be used to advantage.

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*By Mr. McGregor :*

Q. Are you in your endeavours to originate new varieties keeping in view the quality of our Red Fife, because it would make a great difference to us if the quality of Canadian wheat were lowered ?

A. Our aim has been to get varieties as good as Red Fife, and which are at the same time earlier. Everything that has been found inferior after one or two years test, we have discarded. We have produced from 600 to 700 varieties and have now over 200 still under test.

Q. How has Ladoga turned out ? I think you were anxious about it two or three years ago ?

A. I have never had any special anxiety about the success of any particular wheat ; but have used my best endeavours to obtain earlier and better varieties than those now in general cultivation. When the Ladoga wheat was introduced it was submitted to some of the best judges of wheat in this country and pronounced to be of first quality. Its earliness has been proven by repeated tests covering many years, and it has been found to ripen about a week earlier than Red Fife. It has not, however, proven so productive and as soon as a milling test was made it was ascertained that the flour was too yellow in colour to command the best prices for export. Since then its general cultivation has been discouraged. It is, however, a good wheat for home use and is still much grown in the more northern districts of the settled portions of the North-west. It is also cultivated with much advantage on some of the Indian Reserves.

*By Mr. McMillan :*

Q. With all of these varieties of wheat test should be made as early as possible to determine the quality of the flour ?

A. To make such tests the large mills require not less than a carload of grain. As each of these new varieties originates with a single kernel and samples of those which are known to be most promising are in great demand for test by farmers, there are great difficulties in the way of obtaining in a short time the large supply needed for milling. I have every confidence that most of the wheats referred to will produce excellent flour, though that cannot be proven without actual test.

*By Mr. Calvert :*

Q. Is the Ladoga as early as the Harold ?

A. No. The Harold is the earliest variety we have tested. In the test made last year the Harold ripened seven days earlier than the Ladoga and thirteen days earlier than Red Fife. The crosses that have been made between Ladoga and Red Fife have ranged in regard to the period of ripening from two or three to five days (most of them four or five days) earlier than Red Fife. If the Harold continues to hold this early ripening habit it may be of very great use to the country.

*By Mr. McMillan :*

Q. Do you know how these earlier varieties compare with the later varieties in respect to hardness ? Are the earlier varieties as hard as the later ones ?

A. Yes, these samples which I have here for your inspection were grown in the North-west and they all look quite as hard and transparent as any samples of Red Fife I have ever seen.

## BARLEYS.

We have also originated quite a number of interesting varieties of barley by crossing two-rowed with six-rowed sorts. These barleys which I am showing you have been obtained by crossing the Swedish two-rowed with Baxter's six-rowed barley. The kernel sown produced the first year only two-rowed heads and the seed from these, sown the next season, sported and produced some six-rowed and some two-rowed sorts. These varieties were carefully watched and the most promising forms selected, with the result that we have now got a number of six-rowed and a number of two-rowed varieties from this one source. Some of these are showing good qualities as to productiveness. Among the two-rowed varieties, the Beaver and Sidney are included in the list of the six heaviest yielders which I have submitted to you as grown on the several experimental farms, and among the best of the six-rowed sorts are two others of these seedlings, the Royal and the Trooper.

## OATS.

There has not been so much crossing done at the experimental farms with oats. I think 13 or 14 crosses are all that we have made, and we have not had any remarkable results although during this last year one of the new cross-bred varieties tested among the 65 different sorts at the Central Farm, comes out at the head with a yield of 13 bushels 13 pounds per acre more than any other sort. This variety which has been named the Holland gave a yield of 70 bushels 25 pounds per acre. The Golden Giant stands next on the list with a yield of 57 bushels 12 pounds per acre. The Holland is a cross between the Giant Cluster and the Prize Cluster. The Giant Cluster is a sided oat and the Prize Cluster is a branching one. This new seedling is a sided variety. It has been sown this year at the branch farms as well as at the Central Farm.

## PEASE.

I shall now say a few words with reference to pease. Out of about 130 cross-bred varieties originated at the farms we are still cultivating from 30 to 40 different sorts. I have four samples here from among the most promising of these, as follows:—The Arthur, a cross between the Mummy and the Multiplier; the King, another of the Mummy crosses; the Macoun, a cross between the Mummy and the large white Marrowfat; and the Agnes, a cross between the large white Marrowfat and the Pride. Last season the Arthur gave a crop at the rate of 30 bushels and 20 pounds per acre on the uniform test plots, and on a half-acre plot at the rate of 38 bushels and 14 pounds per acre, weighing 64 pounds per bushel. The King in the test plots gave a crop at the rate of 29 bushels and 35 pounds per acre; the Macoun, 27 bushels and 40 pounds, and the Agnes, 24 bushels and 45 pounds. On a half-acre plot the Agnes gave at the rate of 33 bushels and 24 pounds per acre. These promising sorts are being multiplied as rapidly as possible, and a number of samples have been sent out to some of the best farmers in different parts of the Dominion for trial.

*By Mr. Calvert :*

Q. Do these remarks you have made apply to the Farm here at Ottawa, or are you including the results obtained at the other farms?

A. I have been speaking of the results of last season at the Central Farm.

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## IMPORTANCE OF CROSS-BREEDING.

In presenting this subject before you I want to impress on the minds of the members of the Committee the great importance of this part of the Experimental Farm work. It is generally recognized by competent judges, both in Canada and in foreign countries, as one of the most important departments of the work in progress here. I am sometimes considered an enthusiast in the matter of cross-breeding, but those of you who have been engaged in stock-raising are well able to appreciate the usefulness of this process. Every kernel of grain is an individual having its own peculiar characteristics, some may have tendencies towards productiveness, others towards earliness, or both, and by watching and taking advantage of these tendencies farming may be made more successful. More of this work in the cross-breeding of grain has been done here than anywhere else in this country, and some particulars of what has been done were presented to the British Association at its recent meeting in Toronto, which were very favourably commented on. A sub-committee was formed to consider the subject with a view of recommending to the British Government the establishment in Great Britain of institutions similar to our experimental farms, where experimental work could be carried on for the benefit of farmers in the British Isles.

*By Mr. Semple :*

Q. Do you find black oats to give a good yield ?

A. We have found the black oats to give a smaller yield than the white. Black oats command a cent or two less in the market in price, and the oatmeal millers are averse to black oats because of the fear of getting black specks in their oatmeal. For these reasons we have not encouraged the growing of any large quantity of black oats.

*By Mr. McGregor :*

Q. Were you materially troubled with bugs in the pease ?

A. Not much. There are means for keeping the bugs under. In the first place the seed should be sown free from bugs by treating it with bi-sulphide of carbon, which is a volatile fluid the vapour of which is poisonous. When this fluid is put into air-tight vats where the pease are placed, the vapour permeates the entire mass and kills the bugs. The general adoption of this method has lessened the trouble very much. Also by sowing later you can avoid bugs to some extent, but not altogether. The best method we can suggest is the destruction of the bug in the pea itself before the pea is sown.

*By Mr. Martin :*

Q. Are all the varieties of wheat shown here grown on the Experimental Farm ?

A. Most of these were grown on the Farm at Indian Head, where wheat can be grown much better in quality than we can grow it here. The pease were grown here.

Q. Have you ever made many experiments in the exchange of seed grain between Indian Head and the other experimental farms, and if so, what effect have these changes had ?

A. We have tested that point largely by exchanging seed wheat between the different farms, especially between those at Brandon and Indian Head. and have found it a good thing ; but as wheat grown in Ontario is of a starchy nature it is

not so desirable for seed in the North-west. Useful exchanges are, however, frequently made between the Central and the other branch farms.

PRODUCTION OF SEED WHEAT IN THE NORTH-WEST.

While speaking on this subject I desire to draw the attention of the Committee to the great importance of our North-west as a source of supply of seed wheat for the North American continent. A large number of seed dealers in the United States now buy seed wheat in the North-west to supply the more southern districts, as they find the northern seed more vigorous, germinating in larger proportion, and giving stronger plants and larger crops. Last year the Russian Government sent to us for a consignment of seed grain to go to Siberia. We could not supply all they asked for, but we did the best we could. We sent from the North-west 6,000 pounds of hard wheat, 6,000 pounds of oats, 4,000 pounds of barley, and 5,000 pounds of rye. These were shipped to Vladivostock on the Pacific Ocean, and they were distributed from that point over the newer grain-producing sections of that part of Russia. The Russian Government sent one of their Superintendents of Agriculture here to examine our experimental farm system and report upon it. I recently received his report, but unfortunately it is in Russian. I am sure, however, that the gentleman who visited us was much impressed by the general progress we are making in agriculture in Canada. In securing these varieties of grain the Russian Government were acting upon the suggestions of their special agent. No doubt these early-ripening and more prolific varieties will prove very valuable to them.

*By Mr. McMillan :*

Q. Do you say that we have been fairly successful here with wheat from the North-west ?

A. We have been so with Red Fife. We grew it for the first year fairly well, better in quality than is usual in this climate. After the first year it became more starchy and less glutinous.

Q. Is there any difference between different varieties of pease in respect to the pea worm ?

A. That subject belongs to Dr. Fletcher's department. He will probably bring it before the Committee, and I prefer to leave it for him to discuss.

Q. It is a grievous pest in some parts with us ?

A. Yes ; it varies very much in different localities in its prevalence.

TIME FOR SEEDING.

The next point I wish to bring before the Committee is the important one of ascertaining in each climate what is the best time for sowing the different varieties of seed grain. This is a subject on which there has been very much difference of opinion. Eight years ago a series of plots was planned at each of the experimental farms to be used as follows:—A uniform piece of land was chosen large enough to make 24 tenth-acre plots. These plots were divided into six divisions of four each. Four of these plots were sown with wheat, barley, oats and pease as early in the season as it was practicable to sow. The next four were sown a week later, and so on, week after week, until six successive sowings had been made, the last sowing being five weeks later than the first. Notes were taken of the date of the sowing of each, and at the end of the season the crop of each plot was threshed

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separately and the yield estimated. This has been continued for eight years on the different farms, and while I am not prepared to give you the average for eight years at the branch farms I will give you the average for the Central Farm. This has given us from the first sowing for the eight years 54 bushels 31 pounds per acre of oats, and from the second sowing 59 bushels 8 pounds. I should say that the difference between the first and second sowings has generally been in favour of the second. The explanation for this is that here we generally have a good deal of wind shortly after the first sowing. The strong winds carry with them from other parts of the farm more or less sand and the young plants are cut and injured to such an extent that their growth is much retarded. We usually have these windstorms shortly after the grain of the first sowing comes up. The later sowings have given smaller crops.

### SUMMARY OF RESULTS OF EARLY, MEDIUM AND LATE SOWING FOR THE WHOLE PERIOD.

The following are the average crops which have been obtained during the full period these tests have been continued—that is, eight years with the oats, barley and spring wheat, and three years with the pease:—

Tests continued for eight years.						Tests continued for three years.					
Oats.	Average yield per acre.		Barley.	Average yield per acre.		Spring Wheat.	Average yield per acre.		Pease.	Average yield per acre.	
	Bush.	Lbs.		Bush.	Lbs.		Bush.	Lbs.		Bush.	Lbs.
1st sowing..	54	31	1st sowing..	39	43	1st sowing..	18	23	1st sowing...	29	21
2nd do ..	59	8	2nd do ..	41	30	2nd do ..	19	23	2nd do ...	32	45
3rd do ..	50	2	3rd do ..	32	29	3rd do ..	14	19	3rd do ...	33	25
4th do ..	44	14	4th do ..	29	10	4th do ..	12	28	4th do ...	29	14
5th do ..	39	17	5th do ..	25	3	5th do ..	10	34	5th do ...	26	19
6th do ..	29	23	6th do ..	22	33	6th do ..	8	56	6th do ...	24	6

The sixth sowing of oats, which is usually made about the middle of May, gives on the average for eight years only about half the amount obtained from the second sowing. That, of course, is a very serious falling off. The third sowing, which comes more within the time that most farmers sow their oats, shows a falling off as compared with the second sowing of over 9 bushels per acre, as the average of eight years tests. In the fourth sowing the falling off is still more marked.

The figures in regard to barley show a rapid falling off after the second seeding. The longer a farmer defers his sowing the more he loses. With pease these tests have only been continued for three years, and the figures given are the average for that time. There does not seem to be the same rapid decrease in regard to the pea crop that there is in the case of the other cereals named. The results here given apply especially to the eastern parts of the Dominion. In the North-west it is not so important to sow early, especially in the case of pease. In British Columbia we sometimes get the largest crop from the latest sowing so



that these figures should not be taken as a guide for the whole Dominion. Records are published from year to year of the results obtained at the branch farms. These appear in the annual reports. This is a matter to which farmers should give more attention, and the only way to obtain satisfactory data is to continue this series of plots long enough so that there may not be any doubt about the value of the evidence which they afford. Eight years of test should afford very good testimony, but I think we should continue the experiments for at least ten years, and by that time errors due to seasonal peculiarities should be fairly well eliminated.

*By Mr. Featherston :*

Q. How late was the last sowing of pease ?

A. The first sowing of pease last year was on April 13, and the last on May 19.

*By Mr. McMillan :*

Q. After farming for 50 years my experience is that as soon as the land is in condition the grain first sown is the best ?

A. I endorse that heartily. I believe that the earlier the farmers can get their grain in the more money they will get out of their crops, provided the land is in proper condition.

#### ROOTS.

We shall next touch on the subject of roots. Many varieties of turnips, mangels and carrots have been tested, probably 18 or 20. Two sets of plots were sown in each case, the sowings being two weeks apart, and in every instance the early sown plots averaged the heaviest crops.

*By Mr. Burnett :*

Q. How early were these sown ?

A. The first sowing of turnips was on the 1st of May, and the second on the 21st of May. This is earlier than the time usually chosen by most farmers. In regard to the first two sowings of roots at the Central Farm the advantages last year in favour of the earlier sown plots were as follows:—

	Per Acre.	
	Tons.	Lbs.
Turnips .....	11	466
Mangels .....	8	1,688
Carrots .....	3	182

That is to say, taking the average of the 19 different varieties, the first sowings gave the quantities mentioned over and above those obtained from the second. In the case of turnips a third sowing was made at the Central Farm with less relative advantages than the second.

While the larger part of these roots was pulled on the 13th and 14th of October, a portion of each sowing of each of the 19 varieties of turnips tested was left in the ground until the 3rd of November to gain information as to what advantage, if any, arises from leaving roots in the ground after the middle of October. During the 20 days additional time given for growing, the average gains from the 19 varieties were as follows:—

From those of the 1st sowing, 1 ton 1,025 pounds per acre.

From those of the 2nd sowing, 2 tons 646 pounds per acre.

From those of the 3rd sowing, 9 tons 432 pounds per acre.

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*By Mr. Featherston :*

Q. That is for the 20 days ?

A. Yes. These experiments show that growth in turnips proceeds rapidly late in the season as long as the weather remains open and point to the advantage of allowing these roots to remain in the ground as long as is practicable, especially if the seed has been sown late.

Q. What was the total weight of roots obtained in each case ?

A. The average yield from the first sowing, first pulling, was 38 tons, 782 pounds per acre, and from the first sowing, second pulling, 40 tons, 807 pounds per acre.

*By Mr. McMillan :*

Q. From the same varieties ?

A. Yes.

*By Mr. Featherston :*

Q. Is not the quality of the roots improved by the late sowing ?

A. Yes, I think the quality of the roots was improved by the late sowing. With regard to the quality we have never found the cattle object to them in any way, and an analysis would show, I think, about the same amount of nutritive matter, but for table use the later sown roots are less stringy and woody.

*By Mr. Semple :*

Q. What time did the last sowing take place ?

A. The third sowing was on the 13th of June.

*By Mr. McMillan :*

Q. I suppose you are not troubled with the turnip fly on the farm ?

A. We used to be, but we have not been of late years. It has been most troublesome where the soil is heavy. We found when we were troubled with it that dusting the plants lightly with a mixture of Paris green and plaster of Paris—one part of Paris green to the 100—killed the insect very promptly and protected the turnips.

*By Mr. Rogers :*

Q. Is there any good in soaking the seed ?

A. No, I do not think so.

### DISTRIBUTION OF SEED GRAIN.

The distribution of seed grain was in progress when I was before the Committee last year. We sent out during that season 37,373 samples of three pounds each of cereals and potatoes for test to 37,306 farmers. Besides these 1,050 samples of the newer cross-bred sorts were distributed, making 38,423 samples in all. We have reached about 120,000 farmers with varieties of seed grain since these distributions began.

*By Mr. McGregor :*

Q. Are these not duplicated unless you get new lists ?

A. Our samples are sent to new lists every year. That should be distinctly understood. We sometimes get letters from farmers complaining that they have not received samples as heretofore. Some of them think that if they report on the samples already received they will obtain more ; but no samples are sent unless specially asked for. The plan adopted this year is to send only in response to individual applications. Last year many samples were sent out on lists furnished by Members of the House of Commons, by Senators, by farmers' institutes and agricultural societies, and on going carefully over the returns we found that the proportion of replies received from those who had made individual applications was about 25 per cent, while not more than three or four per cent of returns were received from those whose names were sent in on lists. When these facts were submitted to the Minister instructions were given to send, this year, only in response to individual applications.

I got from the books this morning the condition of the list this year showing the number thus far sent to individual applicants. Twenty-nine thousand nine hundred and forty-eight samples have already been sent out—7,005 to Ontario, 11,652 to Quebec, 3,621 to New Brunswick, 2,969 to Nova Scotia, 1,037 to Prince Edward Island, 2,044 to Manitoba, 1,299 to the North-west Territories, and 321 to British Columbia. At the branch farms in British Columbia, Manitoba and the North-west, and also at Nappan, N.S., a good deal of this work is done. There are still more than a thousand applications yet to be complied with. We hope to finish with these during the present week. I may say that this part of our work is more highly appreciated by a great many farmers than any other. They get a good sample of grain and sow it, and in two or three years they have a fair stock of a new and useful variety. Thus they can trace the benefits derived from that sample without difficulty ; whereas in some other branches of the work the practical bearing in their favour is not so easily discerned.

*By Mr. Semple :*

Q. One farmer told me that he got a three-pound sample and sowed it, and that in the second year he had 60 bushels ?

A. We have a number of reports of a similar nature, and in the fourth year we have had reports running as high as 400 bushels. Some farmers who have taken good care of their samples have soon had a considerable quantity to sell to their neighbours. Of course there are many instances in which these samples are neglected and the product becomes mixed with other varieties and therefore do not produce the desired effect. But if, in a quarter of the instances, they are cared for and multiplied, as they can easily be with a little attention, they must produce, as in fact they are producing, a marked influence on the quality of seed grain sown throughout the country. A single bushel added to each acre of the oat crop would add fully a million dollars a year to the profits of the farmers of Canada, and similar increases with the other cereals would give a very large sum of increased profits. In some districts much advantage has already been had from these useful introductions, which does much to compensate the country for the outlay on this work.

*By Mr. Ratz :*

Q. Have you any variety of pease that is considered bug proof ?

A. No. I do not know of any such pea. The bug will, I think, lay its eggs on the pod of one variety of pea as readily as upon that of another.

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Q. I understood the Prussian Blue to be bug proof ?

A. The Prussian Blue is a late variety and on this account may be less affected by the bug, but we have not found it free from attack. There are districts in Ontario where the pease are practically free from bugs, and by obtaining seed from these districts the proportion of affected pease would be reduced.

*By Mr. Featherston :*

Q. That is mostly in the northerly districts, is it not ?

A. Yes ; the pea bug does not usually survive very cold weather.

### FEEDING OF STEERS.

Passing to the next subject I wish to call your attention to the experiments which have been conducted in the feeding of steers. Last year I gave you the particulars of the work that was being carried on then. This year we have been feeding 11 groups of steers, two animals in each group, making 22 steers in all, with different quantities and combinations of grain, most of them with the same bulky fodder mixture of ensilage, roots, hay and straw. Two groups have been fed on hay, one on Brome hay, and the other on Timothy hay, to ascertain whether there is any difference in the nutritive value of these different kinds of hay. It is not always safe to base conclusions on one experiment, but I may say that while the pair fed on Timothy hay up to this time has gained, in all, 147½ pounds, the pair fed on Brome hay has gained 152½ pounds, a difference of 5 pounds in favour of the Brome hay.

*By Mr. Featherston :*

Q. What do you call Brome hay ?

A. Hay made from the Awlless Brome grass a sample of which I brought before the Committee last Friday. The question is sometimes asked by farmers : "Is this hay as good for feeding as Timothy ?" If it is so it has advantages in regard to productiveness, long season of growth, and in regard to its root habit. It does not form a crown on the surface of the ground like Timothy does after two or three years. It forms a thick spreading growth of roots two or three inches below the surface, which is an advantage in pasturing.

The bulky fodder ration which formed the basis of the greater part of these experiments with steers was the same throughout, and consisted of 50 pounds of ensilage, 25 pounds of roots, 5 pounds of cut hay, and 5 pounds of cut straw. The feeding period was 16 weeks, divided into four sections of 4 weeks each. The experiments will be concluded to-day and the cattle weighed to-morrow. I am not able to give the exact results just now, but I can include them if desired in the printed report of my remarks to the Committee.

*By Mr. McMillan :*

Q. Did these animals eat that quantity of food clean ?

A. Yes. When beginning our feeding experiments animals are fed liberally and the quantity of food left each day weighed. In this manner the capacity of each animal is soon found, after which only as much food is given as will be eaten up clean. The amount of food consumed per animal will vary from 60 to 65 pounds a day.

*By the Chairman :*

Q. It will be more satisfactory, without reviewing the details, if Professor Saunders would simply insert the final statement in the corrected copy of his evidence ?

A. With the consent of the Committee I shall be glad to do that.

By Mr. McMillan :

Q. I suppose you will give us the correct figures of each group with the quantity of meal they got ?

A. Yes. These experiments have been carried on with different quantities of meal and some experiments have also been planned so as to ascertain the effect of bran, oil cake and cotton seed meal, introduced into the ration, cotton seed and oil cake replacing a part of the meal.

DETAILS OF EXPERIMENTS IN THE FEEDING OF ELEVEN GROUPS OF STEERS, 1897-1898.

Eleven groups of steers, each consisting of two animals, have been fed at the Central Experimental Farm during the past year. The feeding period was divided into four equal portions of four weeks each. The meal referred to in the tables has been made of equal parts by weight of pease, barley and oats. In estimating the cost of the rations, the mixed meal has been valued at the uniform rate of one cent per pound, corn ensilage at \$2 per ton, roots \$2 per ton, hay at \$8 per ton, and straw at \$4 per ton. Bran has been valued at \$10 per ton, and ground oil cake and cotton seed meal each at \$25 per ton.

During the course of these tests the steers were given all the bulky fodder they would eat up clean ; they were watered twice a day and supplied with salt in a small box at the side of the manger.

GROUP No. 1.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c !

Bulky fodder ration No. 1—

Ensilage, 50 lbs. .... 1st 4 weeks, no meal.

Turnips, 25 lbs. .... 2nd 4 weeks, no meal.

Hay, cut, 5 lbs. .... 3rd 4 weeks, 2 lbs. meal per day.

Straw, cut, 5 lbs. .... 4th 4 weeks, 6 lbs. meal per day.

Steer.	Fodder consumed per day.	Meal per day.	Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100lbs. increase.	Average cost per 100lbs. for Group.
	Lbs.	Lbs.	Lbs.	Lbs.	Cts.	¢ cts.	¢ cts.
1st 4 weeks—							
No. 1 .....	25·75	.....	15	0·53	3·18	5·93	
No. 2 .....	29·21	.....	.....	.....	3·60	.....	5·93
Averages .....	27·48	.....	.....	.....	3·39	.....	
2nd 4 weeks—							
No. 1 .....	25·39	.....	35	1·25	3·13	2·50	
No. 2 .....	32·60	.....	35	1·25	4·02	3·21	2·85
Averages .....	28·99	.....	35	1·25	3·57	.....	
3rd 4 weeks—							
No. 1 .....	31·21	2	45	1·60	5·85	3·64	
No. 2 .....	36·60	2	55	1·96	6·52	3·31	3·46
Averages .....	33·90	2	50	1·78	6·18	.....	
4th 4 weeks—							
No. 1 .....	34·39	6	77	2·75	10·24	3·72	
No. 2 .....	38·82	6	49	1·75	10·79	6·16	4·67
Averages .....	36·60	6	63	2·25	10·51	.....	

# Agriculture and Colonization.

## GROUP No. 2.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 1—

1st 4 weeks, no meal.

2nd 4 weeks, 1 lb. meal and 1 lb. cotton seed meal.

3rd 4 weeks, 2 lbs. meal and 2 lbs. cottonseed meal.

4th 4 weeks, 4 lbs. meal and 2 lbs. cottonseed meal.

Steer.	Fodder consumed per day.	Meal per day.		Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. of increase.	Average cost per 100 lbs. for Group.
	Lbs.			Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
<b>1st 4 weeks—</b>								
No. 3.....	42·28					5·22		
No. 4.....	39·10			30	1·07	4·83	4 50	
Averages.....	40·69					5·02		
<b>2nd 4 weeks—</b>								
		Meal, C.S.						
No. 3.....	42·00	1	1	65	2·32	7·43	3 20	
No. 4.....	38·42	1	1	65	2·32	6·99	3 01	3 10
Averages.....	40·21	1	1	65	2·32	7·21		
<b>3rd 4 weeks—</b>								
No. 3.....	42·00	2	2	65	2·32	9·68	4 16	
No. 4.....	40·00	2	2	35	1·25	9·44	7 55	5·35
Averages.....	41·00	2	2	50	1 77	9·56		
<b>4th 4 weeks—</b>								
No. 3.....	43·14	4	2	34	1·21	11·82	9 73	
No. 4.....	43·07	4	2	87	3·10	11·82	3 80	5·51
Averages.....	43·10	4	2	60	2·15	11·82		

GROUP No. 3.—TWO STEERS,

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 2—

Ensilage, 50 lbs..... 1st 4 weeks, no meal.  
 Hay, 5 lbs..... 2nd 4 weeks, 2 lbs. meal per day.  
 Straw, 5 lbs..... 3rd 4 weeks, 4 lbs. meal per day.  
 4th 4 weeks, 6 lbs. meal per day.

Steer.	Fodder consumed per day.	Meal per day.	Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. of increase	Average cost per 100 lbs. for Group.
	Lbs.	Lbs.	Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
1st 4 weeks—							
No. 5.....	29 64				3 94		
No. 6.....	28 96		10	35	3 86	10 80	
Averages.....	29 30				3 90		
2nd 4 weeks—							
No. 5.....	38	2	50	1 78	7 06	3 95	
No. 6.....	35 42	2	45	1 60	6 72	4 18	4 06
Averages.....	36 71	2	47 50	1 69	6 89		
3rd 4 weeks—							
No. 5.....	38 60	4	55	1 96	9 14	4 65	
No. 6.....	37 67	4	50	1 78	9 02	5 05	4 84
Averages.....	38 13	4	52 50	1 87	9 08		
4th 4 weeks—							
No. 5.....	43 35	6	62	2 21	11 78	5 32	
No. 6.....	38 57	6	34	1 21	11 14	9 17	6 68
Averages.....	40 96	6	48	1 71	11 46		

# Agriculture and Colonization.

## GROUP NO. 4.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 2—

- Ensilage, 50 lbs . . . . . 1st 4 weeks, no meal.
- Hay, 5 lbs . . . . . 2nd 4 weeks, 1 lb. meal and 1 lb. oil cake.
- Straw, 5 lbs . . . . . 3rd 4 weeks, 2 lbs. meal and 2 lbs. oil cake.
- 4th 4 weeks, 4 lbs. meal and 2 lbs oil cake.

Steer.	Fodder consumed per day.	Meal per day.		Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. of increase.	Average cost per 100 lbs. for Group.
	Lbs.	Lbs.		Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
1st 4 weeks—								
No. 7 . . . . .	29.57			35	1.25	3.94	3 15	
No. 8 . . . . .	19.32					2.57		
Averages . . . . .	24.44					3.25		
2nd 4 weeks—		Meal, O.C.						
No. 7 . . . . .	33.50	1	1	60	2.14	6.98	3 25	
No. 8 . . . . .	27.21	1	1	60	2.14	5.87	2 73	2 99
Averages . . . . .	30.35	1	1	60	2.14	6.42		
3rd 4 weeks—								
No. 7 . . . . .	36.00	2	2	25	.89	9.30	10 41	
No. 8 . . . . .	29.14	2	2	45	1.60	8.38	5 21	7 07
Averages . . . . .	32.57	2	2	35	1.24	8.84		
4th 4 weeks—								
No. 7 . . . . .	37.67	4	2	52	1.85	11.52	6 20	
No. 8 . . . . .	32.64	4	2	50	1.78	10.85	6 07	6 13
Averages . . . . .	35.15	4	2	51	1.81	11.18		



## GROUP No. 5.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &amp;c.

Bulky fodder ration No. 1—

Ensilage, 50 lbs. . . . . 1st 4 weeks, 2 lbs. meal and 2 lbs. bran.

Turnips, 25 lbs. . . . . 2nd 4 weeks, 2 lbs. meal and 2 lbs. bran.

Hay, cut, 5 lbs. . . . . 3rd 4 weeks, 3 lbs. meal and 3 lbs. bran.

Straw, cut, 5 lbs. . . . . 4th 4 weeks, 4 lbs. meal and 4 lbs. bran.

Steer.	Fodder consumed per day.	Meal per day.		Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. increase.	Average cost per 100 lbs. for Group.
	Lbs.	Lbs.	Lbs.	Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
1st 4 weeks—								
No. 9 . . . . .	28 07	2	2	35	1 25	6 46	5 16	
No. 10 . . . . .	28 03	2	2	20	0 71	6 46	9 04	6 57
Averages . . . . .	28 05	2	2	27 50	0 98	6 46		
2nd 4 weeks—								
No. 9 . . . . .	32 42	2	2	50	1 78	7 00	3 92	
No. 10 . . . . .	34 39	2	2	55	1 96	7 24	3 68	3 79
Averages . . . . .	33 40	2	2	52 50	1 87	7 12		
3rd 4 weeks—								
No. 9 . . . . .	36 57	3	3	25	0 89	9 01	10 09	
No. 10 . . . . .	39 64	3	3	20	0 71	9 39	13 14	11 44
Averages . . . . .	38 10	3	3	22 50	0 80	9 20		
4th 4 weeks—								
No. 9 . . . . .	38 82	4	4	78	2 82	10 91	3 86	
No. 10 . . . . .	39 17	4	4	55	1 96	10 83	5 51	4 54
Averages . . . . .	39 49	4	4	67	2 39	10 87		

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## GROUP No. 6—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 1—

Corn ensilage, 50 lbs. . . . . 1st 4 weeks, 2 lbs. meal and 2 lbs. bran.

Turnips, 25 lbs . . . . . 2nd 4 weeks, 1 lb. meal, 1 lb. cotton seed and 2 lbs. bran.

Hay, 5 lbs . . . . . 3rd 4 weeks, 1½ lbs. meal, 1½ lbs. cotton seed and 3 lbs. bran.

Straw, 5 lbs . . . . . 4th 4 weeks, 2 lbs. meal, 2 lbs. cotton seed and 4 lbs. bran.

Steer.	Fodder consumed per day.	Meal per day.			Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100lbs. increase.	Average cost per 100 lbs. for Group.
	Lbs.	Lbs.			Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
		Meal.	C.	Bran.					
1st 4 weeks—									
No. 11 . . . . .	41·92	2	0	2	40	1·42	8·17	5·71	
No. 12 . . . . .	41·00	2	0	2	60	2·14	8·13	3·79	4·56
Averages . . . . .	41·76	2	0	2	50	1·78	8·15		
2nd 4 weeks—									
No. 11 . . . . .	42·00	1	1	2	80	2·85	8·43	2·95	
No. 12 . . . . .	42·00	1	1	2	55	1·96	8·43	4·29	3·49
Averages . . . . .	42·00	1	1	2	67·50	2·40	8·43		
3rd 4 weeks—									
No. 11 . . . . .	42·35	1½	1½	3	85	3·03	10·10	3·32	
No. 12 . . . . .	42·35	1½	1½	3	55	1·96	10·10	5·14	4·04
Averages . . . . .	42·35	1½	1½	3	70	2·49	10·10		
4th 4 weeks—									
No. 11 . . . . .	43·78	2	2	4	12	0·42	11·90	27·76	
No. 12 . . . . .	43·78	2	2	4	49	1·75	11·90	6·80	10·92
Averages . . . . .	43·78	2	2	4	30·50	1·08	11·90		



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## GROUP No. 8--TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 1—

Ensilage, 50 lbs. . . 1st 4 weeks, 2 lbs. meal and 2 lbs. bran.

Turnips, 25 lbs. . . 2nd 4 weeks, 2 lbs. meal, 1 lb. cotton seed and 3 lbs. bran.

Hay, cut, 5 lbs. . . 3rd 4 weeks, 2 lbs. meal, 2 lbs. cotton seed and 4 lbs. bran.

Straw, cut, 5 lbs. . . 4th 4 weeks, 4 lbs. meal, 2 lbs. cotton seed and 4 lbs. bran.

Steer.	Fodder consumed per day.	Meal per day.			Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. of increase.	Average cost per 100 lbs. per Group.
	Lbs.	Lbs.			Lbs.	Lbs.	Cts.	\$ cts.	\$ cts.
		Meal.	C. S.	Bran.					
1st 4 weeks—									
No. 15.....	28 50	2	...	2	40	1 42	6 52	4 56	4 48
No. 16.....	26 71	2	...	2	40	1 42	6 29	4 40	
Averages.....	27 60	2	...	2	40	1 42	6 40		
2nd 4 weeks—									
No. 15.....	34	2	1	3	65	2 32	8 92	3 85	3 44
No. 16.....	28 64	2	1	3	75	2 67	8 28	3 09	
Averages.....	31 32	2	1	3	70	2 49	8 61		
3rd 4 weeks—									
No. 15.....	37 35	2	2	4	40	1 42	11 11	7 77	6 82
No. 16.....	34 32	2	2	4	50	1 78	10 83	6 06	
Averages.....	35 83	2	2	4	45	1 60	10 97		
4th 4 weeks—									
No. 15.....	36 60	4	2	4	44	1 57	13 02	8 28	8 28
No. 16.....	37 85	4	2	4	45	1 60	13 17	8 19	
Averages.....	37 22	4	2	4	44 50	1 58	13 09		

GROUP No. 9.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 3—

Hay, 20 lbs. . . . . 1st 4 weeks, 2 lbs. meal and 1 lb. bran.

Turnips, 40 lbs. . . . . 2nd 4 weeks, 1 lb. meal, 1 lb. cotton seed meal and 2 lbs. bran.

3rd 4 weeks, 1½ lbs. meal, 1½ lbs. cotton seed meal and 3 lbs. bran.

4th 4 weeks, 2 lbs. meal, 2 lbs. cotton seed meal and 4 lbs. bran.

Steer.	Fodder consumed per day.	Meal per day.			Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. increase.	Average cost per 100 lbs. for Group.
	Lbs.	Meal.	S.	Bran.	Lbs.	Lbs.	Cts.	¢ cts.	¢ cts.
1st 4 weeks—									
No. 17 . . . . .	28 00	2	1	1	45	1 60	8 10	5 04	
No. 18 . . . . .	38 50	2	1	1	45	1 60	10 20	6 34	5 69
Averages . . . . .	33 25	2	1	1	45	1 60	9 15		
2nd 4 weeks—									
No. 17 . . . . .	29 96	1	1	2	35	1 25	9 24	7 39	
No. 18 . . . . .	40 00	1	1	2	50	1 78	11 25	6 30	6 74
Averages . . . . .	34 98	1	1	2	42 50	1 51	10 24		
3rd 4 weeks—									
No. 17 . . . . .	35 53	1½	1½	3	50	1 78	11 97	6 70	
No. 18 . . . . .	38 07	1½	1½	3	35	1 25	12 48	9 98	8 05
Averages . . . . .	36 80	1½	1½	3	42 50	1 51	12 22		
4th 4 weeks—									
No. 17 . . . . .	32 78	2	2	4	42	1 50	13 05	8 70	
No. 18 . . . . .	37 67	2	2	4	74	2 64	14 03	8 30	6 53
Averages . . . . .	35 22	2	2	4	58	2 07	13 54		

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## GROUP No. 10.—TWO STEERS.

FED AS FOLLOWS :

MEAL, &c.

Bulky fodder ration No. 3—

Brome grass, 20 lbs. 1st 4 weeks, 2 lbs. meal and 1 lb. bran.

Turnips, 40 lbs. 2nd 4 weeks, 1 lb. meal, 1 lb. cotton seed meal and 2 lbs. bran.

3rd 4 weeks, 1½ lbs. meal, 1½ lbs. cotton seed meal and 3 lbs. bran.

4th 4 weeks, 2 lbs. meal, 2 lbs. cotton seed meal and 4 lbs. bran.

Fed for twelve weeks only.

Steer.	Fodder consumed per day.	Meal per day.			Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100 lbs. increase.	Average cost per 100 lbs. per Group.
		Lbs.							
	Lbs.	Meal.	C. S.	Bran.	Lbs.	Lbs.	Cts.	¢ cts.	¢ cts.
1st 4 weeks—									
No. 19.....	32·57	2	...	1	55	1·96	9·01	4·58	
No. 20.....	32·64	2	...	1	45	1·60	9·02	5·61	5·04
Averages .....	32·60	2	...	1	50	1·78	9·01		
2nd 4 weeks—									
No. 19.....	32·53	1	1	2	15	·53	9·75	18·20	
No. 20.....	34·00	1	1	2	55	1·96	10·05	5·12	7·92
Averages .....	33·26	1	1	2	35	1·24	9·90		
3rd 4 weeks—									
No. 19.....	35·85	1½	1½	3	50	1·78	12·04	6·74	
No. 20.....	35·89	1½	1½	3	25	·89	12·04	13·48	8·98
Averages .....	35·87	1½	1½	3	37·50	1·33	12·04		

## GROUP No. 11.—TWO STEERS.

FED AS FOLLOWS :

Not on test for first half of first 4 weeks.

Bulky fodder ration No. 1—

Ensilage, 50 lbs.

Turnips, 25 lbs.

Hay, 5 lbs.

Straw, 5 lbs.

The last half of first 4 weeks they also received 3 lbs. of meal per day, composed of equal parts by weight of pease, barley and oats all ground. During the remaining 12 weeks each steer received 2 lbs. of cornmeal per day, with a gradually increasing quantity of a mixture composed of  $\frac{1}{4}$  ground oil cake,  $\frac{1}{4}$  cotton seed meal and  $\frac{1}{2}$  bran.

Steer.	Fodder consumed per day.		Meal per day.		Total increase in Weight.	Increase in Weight per day.	Cost per day.	Cost per 100lbs. increase.	Average cost per 100lbs. for Group.
	Lbs.	Hay	Lbs.	Lbs.	Lbs.	Cts.	§ cts.	§ cts.	
Last half of 1st 4 weeks—									
No. 21.....	22·14	3	3	20	1·42	6·93	4 85		
No. 22.....	22·14	3	3	30	2·14	6·93	3 23	3 88	
Averages .....	22·14	3	3	25	1·78	6·93			
2nd 4 weeks—									
			Corn Meal.	Mix'd Meal.					
No. 21.....	25·92	3·42	2	2	20	·71	8·30	11 62	
No. 22.....	25·92	3·42	2	2	60	2·13	8·30	3 87	5 81
Averages .....	25·92	3·42	2	2	40	1·42	8·30		
3rd 4 weeks—									
No. 21.....	28·57	4	2	3	80	2·85	9·73	3 40	
No. 22.....	28·57	4	2	3	40	1·42	9·73	6 81	4 54
Averages .....	28·57	4	2	3	60	2·13	9·73		
4th 4 weeks—									
No. 21.....	29·03	4	2	3·50	42	1·50	10·22	6 81	
No. 22.....	29·03	4	2	3·50	60	2·13	10·22	4 76	5 61
Averages .....	29·03	4	2	3·50	51	1·81	10·22		

The foregoing experiments show the following results:—

Group No.	Total gain per steer.	Average cost per day per Steer.	Cost per 100 lbs. of increase per Group.
	Lbs.	Cents.	§ cts.
1.....	155½	5·91	4 22
2.....	188	8·40	4 61
3.....	140½	7·85	6 59
4.....	163½	7·42	4 83
5.....	169½	8·41	6 58
6.....	218	9·65	5 75
7.....	216½	10·22	6 53
8.....	199½	9·77	5 74
9.....	188	11·29	6 75
10, fed for twelve weeks only.....	122½	10·32	7 31
11.....	198½	8·80	4 96

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It would appear from the above that the best results have been had from the rations fed to Groups 1, 2, 4 and 11.

Q. Have you tried the experiment of putting the steers in box stalls to test the difference between feeding in box stalls and tied?

A. We tried that some five years ago and it has some advantages, but our accommodations at the Central Farm are hardly sufficient to admit of our using box stalls for that purpose now.

*By Mr. McMillan :*

Q. I was in Guelph, and they had put so many steers into box stalls and so many were tied, and the result was that at the end of a month the steers in the stalls, with the same quantity of feed, had gained 10 pounds more than those that were tied?

A. That is very interesting.

Mr. FEATHERSTON :—I put 70 steers into a pen-yard last fall. They weighed on an average 1,140 pounds last fall, and I got a letter yesterday saying that they now averaged 1,436 pounds. They were running loose and their horns were cut off last fall.

### EXPERIMENTS WITH PIGS.

Dr. SAUNDERS:—Some experiments have been tried with pigs during the last season in feeding unground grain to see how it compared with ground grain. The experiments covered oats, barley, corn unground, and a mixture of barley, oats and pease, all unground. In all of these experiments the grain was soaked 54 hours before feeding and the pigs all belonged to two litters and were as evenly graded in groups as possible. They were given all they would eat of the particular grain on which they were fed, with three pounds of skim milk per pig per day. The quantity of oats consumed per pound of increase in live weight was 4.21 pounds and of skim milk 3.45 pounds. In order to find out what proportion of the grain passed through the animals undigested the excrement was carefully collected for 24 hours and washed. From the pen fed with oats, about 14 pounds of the grain being fed, 2 pounds 6 ounces of undigested oats were obtained which when dried, weighed 22½ pounds per bushel, and when tested for vitality germinated in the proportion of 11 per cent.

With the barley four pigs were fed the same way, namely, for 12 weeks on unground barley soaked in water 54 hours, all they would eat, with three pounds skim milk per day to each pig. It required 3.32 pounds of barley and 1.88 pounds of skim milk for each pound of increase. From 17 pounds of barley fed in 24 hours, 2 pounds 2 ounces of undigested grain were separated, which, when dried, weighed 35 pounds to the bushel, but when tested as to germinating power none of these kernels sprouted.

Four pigs were fed for 12 weeks on unground pease soaked in cold water for 54 hours, all they would eat up clean, with three pounds of skim milk per day to each pig. These pigs consumed 3.33 pounds of pease and 2.35 pounds of skim milk for each pound of increase. From 17 pounds of pease fed in 24 hours, only 2 ounces of undigested grain were separated and none of the kernels sprouted.

Three pigs were fed for 13 weeks on unground Indian corn soaked for 54 hours, all they would eat up clean, with three pounds of skim milk per day to each pig. They consumed 2.90 pounds of corn and 2.31 pounds of skim milk for each pound of increase. From 11 pounds of corn fed during 24 hours there were sepa-



rated 8 ounces of undigested grain, which when dry, weighed  $40\frac{1}{4}$  pounds per bushel, and germinated in the proportion of 8 per cent.

*By Mr. Rogers :*

Q. Will you give the results of corn again ?

A. They required 2.90 pounds of corn with 2.31 pounds of skim milk for each pound of increase, indicating that less corn was required than of any other variety of grain to produce a pound of live weight.

barley and pease soaked in water for 54 hours, all they would eat up clean, with Three swine were fed for 15 weeks, a mixture of equal parts of undigested oats, three pounds of skim milk per day to each. They consumed of this mixed grain 3.20 pounds and 2.60 pounds of skim milk for each pound of increase. From about 11 pounds of this mixed grain fed in 24 hours, 10 ounces of undigested material was separated, and from 100 kernels tested for germinating power, two of the oats only sprouted.

*By Mr. McMillan :*

Q. Then the mixture was better than any one variety ?

A. Yes. At the same time it is very interesting to note what results may be expected where only one sort of grain is available. Other experiments were made of feeding with ground grain soaked and with the same grain fed dry. The meal in this case was composed of equal parts of oats, barley and pease with a half part of bran.

Q. You did not try pure oatmeal and pure cornmeal against the whole grain ?

A. We tried in our experiments last year the oats, pease and barley ground, both alone and mixed.

Q. That would be a good thing to publish in a bulletin and have these results brought side by side to show the difference ?

A. That is a very good suggestion, and I shall be very glad to take an early opportunity of doing this. With regard to feeding the meal dried and soaked. To the one pen the meal was fed after it had been soaked for 30 hours in cold water ; in the other case it was fed dry and a tub introduced into the pen with water so that the pigs could drink as often as they required it. Each pig was given three pounds of skim milk per day as in the other tests, and all they could eat up clean of soaked meal in the one case and of dry meal in the other case. These pigs were from the same litter and they weighed very evenly at the start, there being a difference of only three or four pounds in the total weight of each pen. The four pigs fed on meal soaked made one pound of increase in live weight on a consumption of 4.69 pounds of meal and 3.61 pounds skimmed milk, whereas the four pigs fed on the same meal dry made a pound of increase from 4.19 pounds of meal and 3.20 pounds of milk. Those fed with dry food made 34 pounds less weight in the same time to the pen and they consumed 316 pounds less of grain, so that it appears from this experiment that it is more economical to feed meal dry.

*By Mr. Rogers :*

Q. What age were these pigs ?

A. They were young pigs of about 100 pounds each in weight. One lot of four weighed 407 pounds, and the other lot of four a total of 403 pounds. At the close of the test the first lot weighed 756 pounds, and the second lot 718 pounds.

## Agriculture and Colonization.

Those that were fed on the moist food did not do as well as those that were fed on the dry food until the last four or five weeks of the feeding period. In the meantime they had grown a little more rangy, and during this latter period they put on weight more rapidly than those fed on dry meal, but there was more shrinkage when they were killed. Those fed on the dry grain were shorter, more solid and compact, and they made on the whole more flesh with the consumption of less grain.

*By Senator Percley :*

Q. Do not your experiments show that the pigs gained more on whole grain than on ground grain ?

A. The results varied with different lots, but on the whole the advantage, I think, was with the ground grain.

*By Mr. McGregor :*

Q. Would you advise persons to take their grain to the mill and pay for grinding it rather than feeding it whole ?

A. I would not like to be very positive about that, much would depend on the cost of grinding and the kind of grain used.

Q. Have you tried sunflower seed in feeding hogs?

A. We tried that on one occasion, and I believe with favourable results, although I cannot recall the exact particulars.

*By Mr. Rogers :*

Q. You have tried the experiment of feeding part pease and part oats ?

A. Yes ; I reported that last year.

Q. What was the result ?

A. In this instance in addition to the oats and pease, 6 pounds of skimmed milk were given to each pig per day. For each pound of increase in live weight there were consumed three pounds of the mixed grain and 4.51 pounds of skimmed milk.

*By Mr. McNeill :*

Q. I was sorry I was not present to hear the whole of Professor Saunders statement. I am very anxious to know the result of the last weighing of these pigs in that interesting experiment with soaked and dry grain ?

A. The result of the last weighing showed that the four pigs fed on grain soaked for thirty hours weighed 756 pounds. They weighed 407 pounds at the start. Those fed with dry grain weighed 718 pounds at the finish, whereas they started at 403 pounds. Those fed on moist grain were four pounds heavier at the start, and they weighed about 38 pounds more at the conclusion of the experiment; but they consumed 316 pounds more grain to gain that extra weight than those fed with dry grain.

Q. How long did you continue the test ?

A. It was continued for 15 weeks.

*By Mr. Semple :*

Q. Do you think it is profitable to feed animals to such a heavy weight ?

A. We usually feed them to from 180 to 200 pounds. We scarcely ever run over 180 pounds as we do not find it profitable to do so.

*By Mr. McNeill :*

Q. What age were the pigs ?

A. I have not the date of the littering of these pigs, but they were from a late litter in the season.

Q. They were late pigs ?

A. Yes, and they were all from the same litter. The experiment began on the 5th January. Although they were from one of the latest litters they had been kept nicely growing from the time of their birth up to this date.

*By Mr. Rogers :*

Q. You would not recommend dry feeding for young pigs ?

A. I scarcely like to recommend anything. I simply bring before the Committee the results of our tests. I might change my opinion next year if I found different results.

*By Mr. McMillan :*

Q. Have you tried feeding pigs on clover with a little meal ?

A. No; we hope to try that experiment shortly.

Mr. McMILLAN:—This year we were short of mangels and we fed the pigs on clover hay put through the cutter, cut about an inch long and scalded, and we never found mangels to do better.

*By Mr. McGregor :*

Q. Have you tried feeding them on ensilage ?

A. We tried pea ensilage one season, but they did not care to eat it. There is no doubt that with all these animals there is an advantage in changing the diet from time to time, but we could not do that in such experiments as those just described, because it would interfere with the accuracy of the results.

*By Mr. McNeill :*

Q. I was much struck with the appearance of the pigs that were fed on the soaked grain. They seemed to be much more thrifty. Supposing that they had been kept for a considerable time longer it looked as if they might develop better than the others ?

A. I think if it had been profitable to carry them further, they probably would have gained more in proportion where the meal was fed moist, because there was a perceptible difference in the length of the pigs and apparently in the thriftiness of their growth.

*By Mr. Featherston :*

Q. Have they been slaughtered ?

A. Yes.

Q. What was the result as to shrinkage ?

A. The live weight of the first lot, fed on soaked meal, fasted 14 hours, was 743 pounds, and the dressed weight, 24 hours after killing, was 540 pounds. In

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the other case, where the pigs were fed on dry meal, the live weight, fasted 14 hours, was 690 pounds, and 24 hours after killing it was 545 pounds. There was nearly 50 pounds less shrinkage with those fed dry. The difference in this respect was quite remarkable.

*By the Chairman :*

Q. When you killed them you considered that they were in about the best condition for the market ?

A. Yes ; we find that if we make them any heavier the extra weight is made at a loss.

### THE BRANCH FARMS.

Before closing I would like to make a few remarks with regard to the work on the branch farms. At Nappan we have made some progress during the past year in the improvement of the stock. The dairy station near by was in need of milk to carry on operations during the winter, and about 20 good milch cows, including several Guernseys, were added to the dairy herd, and with this addition a regular supply of about 4,000 pounds a week has been kept up. This has been a benefit to the dairy station and aided much in the carrying on of their work. At the same time lessons have been furnished to the farmers as to how the flow of milk can be maintained during the winter by the use of ensilage and meal, and some experiments were carried on along that line. A larger number of farmers' meetings were attended by our officers during the past year. This has resulted in bringing the work more prominently before the farmers. Special efforts have been made by the officers of the Nappan farm to bring the work of that farm prominently before the people of Nova Scotia, New Brunswick and Prince Edward Island. In the horticultural branch new varieties of fruits were added, and a large number of vegetables were tested.

In addition to all the grain experiments, including the uniform test plots, which have been carried on at all these farms, there are a few points which occur to me as worthy of special attention. In Brandon, Mr. Bedford, the Superintendent, has carried on experiments in regard to the fattening of fowls, both confined and running at large, showing that they can be fed with profit on the waste grain and that this branch of agriculture may be developed in Manitoba with profit. There were also some experiments with pease at this farm, showing that they can be grown to much advantage in Manitoba. In regard to the growing of fruit, all the small fruits, including the crosses I referred to last year, have done well there. The first of the cross-bred apples derived from the small Siberian crab (*Pyrus baccata*) were planted there this spring in a sheltered orchard, about 100 varieties, and we are hoping in about two years more for interesting results from these. Increased interest is also manifested in the planting of forest trees, both in Manitoba and the North-west. At the farm at Indian Head we have a remarkable illustration of the advantage of shelter in growing grain. We had Banner oats in the test plots last season where they were considerably exposed to the wind, and we got only 52·2 bushels per acre, and this variety, instead of being near the top of the list as to results comes second from the bottom. From the same seed planted not 100 yards distant from this plot, but within the influence of a shelter belt, the crop was 101·16 bushels per acre as against 52·2 in the exposed part.

*By Mr. McMillan :*

Q. What is the shelter ?

A. It consists of a tree belt about 100 feet wide which extends the whole length of the farm along the west and north margins, and there is a driveway along-

side. The plot where the Banner oats were grown which gave 101 bushels per acre was about 20 feet from the road. The other plot was about 100 yards away on higher ground.

Q. Were not those beyond the influence of the shelter blown by the wind ?

A. Yes, they were blown considerably. That thinned them out and the result was as stated, that the plot unsheltered gave much the smallest yield. It is evidence of this sort that is calling the attention of the farmers of the district to the importance of planting trees, because their influence is thus directly traceable in the increase of crops. Even where trees are planted along an avenue the course of the wind is somewhat broken, and the beneficial effect is felt for a considerable distance. The interest taken in this subject has been attended by a great demand for tree seeds and young trees, which we have done our best to meet, especially at Indian Head and Brandon, where the farmers are furnished with such material free each year as long as our supplies last.

#### SMUT IN GRAIN.

Experiments have been continued with smut in wheat which is a live subject in the North-west and Manitoba ; the results show the efficiency of bluestone as a remedy. Smut in barley has also been under experiment at Indian Head where good results from the use of bluestone have been obtained, although the benefit has not been so marked as in the case of wheat. In oats the ordinary Bordeaux mixture has given good results. The grain is soaked for four hours in a liquid made with four pounds of copper sulphate and four pounds of lime in a barrel of water. That soaking is not sufficient to swell the grain so as to make it inconvenient for sowing and it has practically annihilated the smut. In a plot of 99 square feet which had not been treated there were 1,010 smutty heads, and in a plot of the same size where the grain had been treated by this process only two smutted heads were found in the whole area. Tests were also made with solution of potassium sulphide and good results were obtained from this remedy when the grain was soaked for 24 hours.

Experiments at Brandon, and Indian Head also, were continued with cattle to gain information as to the results of feeding with Brome grass late in the autumn as compared with the native grasses. Tests were also made in feeding oat sheaves, wheat chaff and Brome hay with ensilage. A group of four steers fed at the Indian Head Farm on wheat chaff and ensilage and grain for four months gained in weight 1,025 pounds, a similar group fed for the same period on Brome hay, ensilage and grain increased 1,015 pounds, and another lot fed on oat sheaves with ensilage and grain gained 910 pounds, showing the advantage of feeding wheat chaff and Brome hay as compared with oat sheaves.

*By Mr. McNeill :*

Q. What was fed along with the wheat chaff, Brome hay and oat sheaves ?

A. Six pounds of grain per animal per day, and two pounds of ensilage to each pound of dry fodder. During the last month each animal received eight instead of six pounds of meal per day.

*By Mr. Calvert :*

Q. What kind of grain was fed ?

A. It was a mixture of two parts of barley with one part of wheat ground together.

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At Agassiz, in British Columbia, while many experiments have been carried on with wheat and other cereals, also with roots and fodder crops as at the other farms, a larger portion of time has been given to experiments in fruit growing. Many new varieties of apples, pears, plums and cherries have been brought under test and much useful work has been accomplished in this branch. We have also introduced bees which are prospering well. Many experiments have been tried with clover, especially in ploughing it under with the object of adding to the fertility of the land. We have also conducted many experiments in the planting of timber trees to ascertain their growth for commercial purposes and their usefulness for shelter. In the Agassiz Valley we are troubled with wind storms, which during the winter months are sometimes quite severe and we have found the planting of trees for shelter very useful there.

*By Mr. McNeill :*

Q. In regard to clover for fertilizing, I have been trying a little of that myself. I think in one place where I have been trying it there is a probability that there will be a good deal of heaving in the spring. Would it make much difference were it allowed to stand over in the hope of ploughing down the second crop after the roots were thrown out? Suppose the roots were thrown out, if you ploughed it all under afterwards, would the roots lose much in their fertilizing properties from being exposed to the atmosphere?

A. In our experience we have had the better results from ploughing the clover under in the autumn than we have from ploughing under in the spring. When turned under in the fall the texture of the soil is improved by the humus which results from the decay of the mass of green foliage, whereas this is all withered and much of it lost where the ploughing is deferred until the spring. I would suggest that where there is danger of lifting in winter and where it is desired to have the clover as a cover crop during the winter that a mixture be sown of equal weights of red clover and alfalfa. The alfalfa has deeper roots and takes a firmer hold of the soil while the red clover makes a good mat on the ground. If you wish clover to remain over and grow until May when you want to use the land for a corn or a potato crop, it is profitable to allow it to stand as you thus get an increased growth and added fertilizing material by ploughing it about the 20th of May instead of turning it under in the autumn.

*By Mr. Calvert :*

Q. Is it an advantage to roll the land after sowing clover?

A. It is a great advantage.

Q. What quantity of seed do you use in the mixture?

A. We use 10 pounds where red clover is sown alone, but in a mixture of alfalfa and red clover, as the seed of the alfalfa is larger, we use 5 pounds of red clover and 7 pounds of alfalfa, making 12 pounds in all, which would be equal to about 10 pounds of red clover in covering the ground.

*By Mr. McNeill :*

Q. Do you find it better to sow the clover with other grain?

A. So far as we can judge from the experiments we have tried we get a better and earlier growth from the clover when we sow it alone; but it is more economical to sow it with grain and a sufficient growth is obtained late in the season to make it very valuable for ploughing under.

Q. Supposing you sowed that grain this year and had a cut of clover in the following spring and ploughed it down in the fall, have you then enriched your land ?

A. Yes, you will enrich your land considerably by ploughing a heavy growth of clover under in the autumn. You will then have considerably more roots and about the same quantity of leaves as you would if the crop was ploughed under the first season. A farmer can adopt either of these plans with much benefit and should follow that course which he finds the most convenient.

Having examined the preceding transcript of my evidence of the dates of 6th and 11th May, I find it correct.

WM. SAUNDERS,

*Director Dominion Experimental Farms.*

## Agriculture and Colonization.

COMMITTEE ROOM No. 46,

HOUSE OF COMMONS,

FRIDAY, 13th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

The CHAIRMAN :—We have with us this morning Dr. Fletcher, Entomologist to the Experimental Farms. I introduce him to you.

Mr. FLETCHER:—Mr. Chairman and Gentlemen,—There are many subjects connected with the Entomologist's work which cannot be treated of before the Committee. I can only refer to some of the most important subjects. The one of the greatest importance, in that legislation has been enacted during the present Session concerning it, is the San José Scale.

### THE SAN JOSE SCALE IN CANADA.

This insect had been discovered in the western part of Ontario early last year, and owing to the known injurious nature of this pest and the rapidity with which it had spread during the year in infested Canadian orchards, some measures were necessary to prevent the further introduction of the insect and to provide for its destruction wherever discovered. Four years ago the San José Scale was discovered in British Columbia and prompt action was taken by Mr. Palmer, of the Department of Agriculture of British Columbia, to have it stamped out. I was sent there by the Honourable Minister of Agriculture to investigate the matter, on account of its importance, and found that Mr. Palmer had done his work so thoroughly that there was no trace of the Scale to be found at the time of my visit. The frequent intercourse between British Columbian fruit growers and those of California and Oregon, and the large amount of nursery stock imported from these States have resulted in the pest being introduced again into British Columbia. In December, 1896, undoubted specimens of it were sent to me by Mr. Palmer. Early last spring I found through one of my correspondents, that the Scale occurred in injurious numbers near Chatham, Ontario. The matter was at once attended to and inquiries set on foot as to the occurrence of the Scale in other parts of Ontario. During the month of June last the Minister sent me to the Niagara district to examine one of the large orchards which was found to be infested. Several leading fruit growers accompanied me to the orchard of Mr. C. Thonger, at Niagara. Professor Pantou, of Guelph, was also invited to come with us. We examined Mr. Thonger's trees and held a meeting in the orchard. We found that the scale had spread through Mr. Thonger's orchard during the previous season and had increased enormously on trees which had been found infested the year before. I was deputed by the Minister to explain to the fruit growers present what the nature of this insect was, and also to take their views as to what were the wisest measures to adopt with regard to it. The Ontario Government has been taking active steps to have this pest stamped out. An inspector of spraying has been appointed, viz., Mr. W. M. Orr, of Fruitland, Ontario, who has pushed the inspection of the orchards of the province energetically during the year. Professor Pantou



promptly published an excellent bulletin on the Scale, and otherwise has done good work in giving the fruit growers of the province information as well as by helping to stamp out the pest, showing how important it was to have it attended to at once.

#### PERNICIOUS NATURE OF THE SAN JOSE SCALE.

Statements have appeared in the newspapers that the San José Scale is merely an ordinarily injurious insect similar to many others we have had to deal with in the past. I might as well deny this plainly at once. All those who know anything of the subject acknowledge that this is the most serious pest that we as entomologists have ever had to study. It has increased and spread with enormous rapidity since its introduction into the States east of the Rocky Mountains, and has been the cause of great loss. It is probable that the San José Scale is not a native of America, although it was first discovered at San José, California, in 1870, and by 1880 it had done so much harm that it was described by the United States Entomologist as *Aspidiotus perniciosus*, the Pernicious Scale, on account of its injuries and the great difficulty of treating it. By the end of another decade the Scale had spread all over California and through Washington Territory and Oregon, and had done a great deal of harm. Indeed, the harm was so great that the Los Angeles Horticultural Commission reported in 1890 that "if this pest be not promptly destroyed it will utterly ruin the fruit industry of this country." Now, it was only discovered as an injurious pest in the orchards of the Eastern States in 1893—this is 1898—that is five years, and of course it has not been at work yet this year. Since its detection as a fruit pest in the orchards of the Eastern States, therefore, it is simply a history of four years. In that time, it has spread through the whole of the important fruit-growing States of the United States. It is not confined to one State, but is found in every fruit-growing State that touches our borders, and from which in the past we have imported a great deal of nursery stock. I do not know for certain about the State of Maine, but in every other State it has been detected, and it is known that wherever it occurs it has done a great deal of harm.

Some recent writers in newspapers have said that the entomologists are making a great hullabaloo about this insect, and they assert that there are no actual instances we can give as to its ravages. I will give you, gentlemen of the Committee, one instance of several. Although I have not seen this orchard, I have seen others in a similar condition, close to it and in the same State. This is a photograph of an orchard which contained 28,000 bearing trees which were so injured in three years by the San José Scale that half of them were dead at the time the photograph was taken, and the other half have since had to be cut down and burned. A full grown bearing peach tree may be valued at from \$5 to \$15, if not attacked by this insect. Now, if we value these trees as worth \$10, you will see the large amount of money which has been actually lost in one orchard. In the States of Maryland, Virginia, New Jersey, and many other States the San José Scale is doing extensive injury at the present time.

#### LEGISLATION.

In regard to our Government's recent legislation looking to the control and exclusion of the San José Scale, I believe that it was both wise and necessary. Every care was taken that all information concerning the insect should be gathered together, and the Honourable the Minister of Agriculture hesitated a whole year before putting the Act through Parliament. It was said by some to be done precipitately and forced through Parliament in a hurry; but this was not the case. We considered it carefully and the wideawake nurserymen and fruit growers of

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Canada demanded that the Government should do something. Last year letters poured in to the Minister, demanding some legislation to protect Canada from this insect which was doing so much harm to the south of us. There has been some adverse criticism because the word fruit was omitted from the San José Scale Act. This omission was made purposely. I do not believe that there is any danger of the Scale being carried to Canadian orchards on fruit. The Act has been made prohibitive. Prohibition was necessary. It was not a matter to hesitate about. If we were going to carry any measure at all it had to be an extreme measure. Our fruit growers recognized the importance of the case and were ready for it. Our nurserymen stated that they would not increase the price of their nursery stock, and I am happy to say that this has not been done to any undue degree. The demand for stock has of course given the nurserymen some trouble to supply it, but they have been able to meet all demands, and I know of no detriment to our fruit growers from inability to get the stock they required. Moreover, there is advantage to the buyer of fruit trees to get them from Canadian nurseries, for not only is it certain that northern grown trees will be hardier, but they will be free from this serious enemy. I have not been able to learn of a single instance where the stock of a Canadian nursery has been found to be infested by this Scale. It is different in the United States. I refer to the United States as a matter of necessity, not because I wish to antagonize the nurserymen of that Republic or run counter to their wishes, but because in the past so much nursery stock has been bought of them every year, and at the present time they are a source of danger to us. Not only has this action of the Government and Parliament of Canada been popular in Canada, but in the United States as well; it has been approved of by those people who think and who have expressed themselves without fear. Those who are best fitted to express an opinion are the entomologists of the different States who have had to study this matter and who know the gravity of the case. These gentlemen, almost with a single voice, have pronounced in favour of the Act we have passed. It is extremely popular here, and, as I say, extremely popular south of the border, except with a few nurserymen in the United States who have taken orders for delivery this spring and were, therefore, put to some small pecuniary loss. These orders were given by our people who did not recognize the serious nature of this insect pest and who did not follow a wiser course and get their stock from their own nurserymen—a course calculated to produce better results in many ways. Some people, however, seem to value things more the further they go from home to procure them. On the whole, however, notwithstanding some little inconvenience to those who wished to import trees and shrubs from the United States, the San José Scale Act has been a decidedly popular measure, both in Canada and in the United States. It has also had a very good effect on European markets where there is a recognition of the fact that Canada has taken every precaution to grow the products of her orchard of the very best quality and to protect them from the ravages of this terrible pest.

I will speak now as to the difficulties of detecting this Scale. The insect is very small and inconspicuous. Here are some branches which are affected, more or less, by the insect. This, first, is a branch very badly infested indeed, and you see the insect can be readily detected. Then there are branches less badly infested, and here is one very little infested. When a tree is badly infested the fact is very evident, and there is no difficulty in seeing the scales, but when it has only a few scales on it, it is almost impossible to detect them. On this very slightly injured branch you will see how almost impossible it is to detect the infestation. In the United States there is hardly a State that has not passed or has under consideration an Act prohibiting the importation of infested stock, but they all rely on inspection,

and I maintain that it is almost impossible to rely on any inspection that is practicable. It would be a most expensive business to inspect all trees that come into our country and find out whether they have any scales on them or not. It would require specialists to examine for the Scale and others to open and close the parcels, so that the plants were not injured. This insect increases with such rapidity that if you notice a single scale on a tree in the beginning of the season, by the end of the same season the pest will most probably have spread all over the whole tree as badly as on this worst branch. By the end of the next year it will have spread all over the orchard. That, at least, has been about its history since it was introduced from California into the east. It is sometimes said that it does not spread rapidly. It is true that it does not spread rapidly in an orchard at first, but at the same time it must be acknowledged that it does spread widely and rapidly, as is shown by its history east of the Rockies. From the time of its discovery, four years ago, in one State it has now spread over thousands of miles of territory so that almost every State is infested with it. Thus, both statements may, in a sense, be true. It may not spread very quickly at first, but it spreads very rapidly after a while. It is immensely injurious, killing trees in three or four years or rendering them so weak that although treated so as to prevent the spread of the Scale a tree once badly infested is practically worthless, and it is generally acknowledged that it is better, unless the tree is very valuable, to destroy it altogether so as not to run the risk of letting the insects spread.

The Government of Ontario has been somewhat criticised for having passed a Bill providing for the destruction of infested trees, and then paying 25 per cent on the value of the trees. It is said that this was not compensation enough. I think it is. A Government must help the country, but this must be done in reason. If an epidemic occurs, the Government cannot prevent it and cannot be held responsible for it, nor give bonuses to those who suffer. So, since the Government is giving this bonus, and it must be called a bonus, so that a serious injury to the community may be obviated, the people should congratulate themselves on getting anything at all, for it is a much more serious matter than the generality of people think, and it might have been necessary for the Government to demand the destruction of a source of public danger without giving any compensation. The Honourable Minister was criticised for forcing his Bill through Parliament so quickly. Everything depended on the measure being pushed through at once and quickly. At one time it was thought the Ontario Government were not doing as much as they ought, that they were not pushing the work vigorously enough, but there are many things which Governments do in their own ways that the public do not know about. In this case the Government was having the country inspected and finding out to what extent it was infested before carrying out these measures. It was found to be far more infested than people thought, and it appeared to be a more serious thing the more it was investigated. The Government of the Province of Ontario is now carrying out remedial measures with energy and doing the best possible for the province and for Canada at large. I think the San José Scale has spread more and is likely to be more injurious in the south-west part of Ontario than in the other parts of the country, although we do not know for certain but that it may spread in other parts of Canada. The pest has occurred in Canada only in British Columbia and Ontario. Its presence in our orchards is of such gravity that any extreme measures within reason are justifiable and proper. Both of these provinces have acted promptly and decidedly. While, therefore, this has been done in Ontario and British Columbia, where they have passed and carried out stringent measures, it was, in my opinion, eminently proper and extremely wise for our Minister to push his Act through quickly, so as to protect our important fruit industries from a serious enemy and the country from a very certain menace to its trade.

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*By Mr. Rogers :*

Q. How far east has the disease spread ?

A. Only a few miles east of Hamilton, I believe.

Q. In British Columbia, was the latter outbreak near the same place as it was the first time?

A. No. The first was in the Okanagan Valley ; the later ones, on Vancouver Island. Mr. Palmer, the Inspector of fruit pests in British Columbia, had all the trees destroyed. This officer is a very able man and one possessed of courage with his convictions, who appreciates when a thing is of a serious nature, and not only uses extreme measures when necessary, but afterwards follows these up bravely. He has done good work in regard to this insect as well as with many other pests.

Reverting to my statements that this legislation was not unexpected and pushed through precipitately and that the fruit growers, nurserymen and fruit growers' associations of Canada had ample opportunities of knowing beforehand that such action was likely ; let me say that not only were many letters received from every province by the Minister of Agriculture recommending it, but so that no step should be taken which was not backed up by public opinion, he sent me to address meetings in all the provinces liable to be invaded by this insect. I went first of all to attend meetings in Ontario, then held meetings in several localities in Quebec, New Brunswick and Nova Scotia, and at all these meetings, extending over some three months, the statement was made that efforts were being made to get the Government to pass legislation of this kind, and that the Honourable Minister of Agriculture wished for advice from the fruit growers and representative men of the associations before such legislation was enacted. Thus, all the members of the leading associations had notice of it, and all the nurserymen who attended the meetings or read the notices of them published in the press had an opportunity of knowing what was going to be done in the event of it being found necessary to pass an Act. As I said before, representations were made to the Minister over a year ago, pointing out the wisdom of something being done to safeguard our fruit interests against this enemy. It may seem, perhaps, that I am giving undue importance to this matter, but I was asked especially to speak of it by one of the members of the Committee, and there is no doubt that it is well that all the people of Canada should know why this Act was passed. Those who were wideawake had ample opportunity to prepare for it, and as to rushing the Bill through in a day or two, that was necessary because as soon as it became known that there was a possibility of this Bill going into force, efforts were made to rush in United States stock from, in some instances, States known to be infested. Some of this was stopped on the border. A small amount of stock got through and a great deal of indignation was expressed against the Act by those United States nurserymen who were not lucky enough to get their plants entered before the Act was enforced.

Now, we may ask, Why should we be afraid ? Simply because some of our fruit growers have bought much cheap stock from the United States, and this cheap stock is, as a rule, poor, badly grown stock. I have it from a leading nurseryman of the United States that after all American orders have been filled no less than 80 per cent of the surplus remaining stock has in the past been sent to Canada. There was a demand in Canada for this cheap and bad stock, and our people have foolishly been buying and planting it in their, or what is more to the point, *our* Canadian orchards. The people of the United States by the advice of their official Entomologists are making great efforts to control this serious enemy of fruit trees and ornamental shrubs and are going to much expense in the matter as well as passing strict laws to prevent its spread.

## REMEDIES FOR THE SAN JOSE SCALE.

*By Mr. Rogers :*

Q. When a limb of a tree is affected, would it be well to take that limb off ?

A. Certainly, but it is difficult to say whether you would remove all the scales, and if any were left they would soon spread all over the tree again. If trees are treated to free them from the scale this must be done in the winter and very thoroughly. The best treatment is to wash the trees with a potash whale-oil soap solution. This must be a strong solution made with as much as two pounds of the soap to each gallon of water. It must be a potash soap, else at the strength mentioned the solution will not remain liquid enough to spray. The best soap is Good's No. 3 Caustic Potash Soap made at Philadelphia. This firm, in connection with the United States Entomologist, has carried on a great many experiments to find out the best kind of soap. The firm has taken every care to prepare this special soap properly. It is an admirable insecticide, and the makers have taken every care in the manufacture, so that it gives the best results. Soap is a material which may be used to great advantage against many injurious insects. The chief difficulty is that it is not uniform in composition, so that you are not always able to tell beforehand what result you will get.

*By Mr. McMillan :*

Q. Do you consider lye to be useful ?

A. It is of some use, but not so good as the whale-oil soap. The interest in insect pests which has been aroused with regard to the San José Scale has naturally had the effect of drawing the attention of many fruit growers and farmers to other injurious insects, and a great many kinds have been sent in for examination, under the impression that they might be the San José Scale. When the appearance of the San José Scale is known it is very easily recognized as a scale insect, but besides it there are one or two other scale insects which are not nearly so injurious, but which may be readily confounded with it. These add somewhat to the difficulties of carrying out the different Acts which have been passed, owing to the difficulty of distinguishing the true San José Scale from the other kinds of similar scales found on the same kinds of trees. As the Act demands that trees shall be destroyed if the inspector says that they are infested with the San José Scale, it becomes important to know, when a tree is infested with a certain scale, if it is the San José Scale or not. As I have said, there are two others which are extremely like it, and it requires very careful examination and a good deal of special knowledge to distinguish between these different scales. For that reason we have had sent into the department for examination and report a great number of specimens of these different scale insects from fruit inspectors and owners of orchards all through the country. This state of affairs has stirred up an interest in injurious insects which I believe, in the end, will have a beneficial effect on the whole country, because many people having now been frightened by this serious pest are attending to their trees much better, and in a few years I think our orchards will be in a far better condition than they are to-day or than they would have been, had it not been for the advent of the San José Scale, of course providing that we are able to control it and prevent it from spreading injuriously through our Canadian orchards. This insect is extremely inconspicuous, and that is one of the principal dangers with regard to it, for it is liable to be introduced on nursery stock even if the stock is inspected because it can be so easily over-

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looked. It has been stated that there are certain methods of treating the San José Scale by which all stock can be disinfected by fumigation so that it would be safe to bring it into the country. Fumigation with hydrocyanic acid gas is probably one of the best methods of treating nursery stock, but unfortunately actual results have shown us that where stock has been treated by nurserymen, even professedly with great care in the past, there are instances where this treatment has not been effective. Therefore, in view of the above facts, I could not see my way to advise the Government to trust either to inspection or even to this fumigation with gas which might, if thoroughly applied, be perfectly effective, but which as practised by business men, past events showed us had not proved so in some instances in which it had been tried before the stock was imported. On the Pacific Coast the gas treatment for destroying insects is widely used and is found to be very satisfactory. There is also another method, namely, to spray the trees with a mixture composed of lime, sulphur and salt, which is there claimed to be perfectly effective. This again has been tried in the East, but like the gas treatment has not been nearly so effectual as in the West. Of the many remedies which have been tried for the destruction of the San José Scale, whale-oil soap, two pounds in one gallon of water will probably give the best results. This at least is the experience of the experimenters in the United States, where many different methods have been tried. If a tree is only slightly affected it may be treated if the remedy is used as recommended. If, however, it is badly infested it had better be dug up and burnt at once.

### PARASITES.

*By the Chairman :*

Q. Is there a parasite which follows the San José Scale and other insects ?

A. Yes, there are several parasites but they have not developed yet in sufficient numbers in Canada to protect the orchards against the scale. In California during the last year or two, this insect has decreased in numbers and injurious effects, a fact probably due to the attacks of some parasite which, however, has not yet been recognized. There is also a fungous disease which attacks the scale in Florida. Professor Smith, of New Jersey, has successfully imported this fungus into his State, and efforts are being made to import it into Canada, but up to the present they have not been attended with success. Mr. Craig last year got some of the fungus from Florida and tried to introduce it into the Niagara district in some different localities so that it might spread amongst the insects and destroy them. So far there have not been any results that we have seen. In St. Catharines, last autumn, I found in one orchard scales that had been destroyed by another kind of fungus. This is now being propagated in the hope that it may be useful in controlling the spread of the scale. In summing up this matter I must say that I believe everything is being done and has been done, which was dictated by wisdom and common sense to protect Canada from the ravages of the San José Scale.

*By Mr. McMillan :*

Q. Will there be any danger from this fungus ?

A. No. The fungi which are parasitic on insects are of a different nature from those which attack plants, and are not in the least likely to leave their animal food and attack vegetation.

## DISSEMINATION.

*By Mr. McGregor :*

Q. Is there any danger of bringing in the scale on imported fruit, such as oranges and pears, from California and other districts affected by the scale ?

A. I believe there is no danger at all of importing the scale on fruit. The scale does not occur on orange trees in California.

There are several points bearing on this question which may be considered. In the first place fruit infested by the scale is conspicuously disfigured by purple spots, so that it is not likely to be packed. It is easily detected, and there are laws in all the infested States providing that fruit bearing scales shall not be exported, so that it is unlikely that after a short time any infested will be exported at all, but, on the other hand, it may be said that it has been exported in the past. That, however, was before attention was so prominently brought to it as is now the case. Even if infested fruit were imported into this country it is very unlikely that the scale would get from that fruit on to the trees in orchards. The scale dies when once removed from the tree or fruit; it is only the young that are born after the scale has been imported into this country, that could possibly get to the trees. After the young are born they are able to crawl, at the longest, for about two days only; they are exceedingly minute, it requires a strong magnifying glass to see them at all. With good eyes you could detect them as a fine powdery dust, but nothing more than that. On trees badly infested, in the Niagara district, in June, one of my correspondents described the appearance of infested trees at the time the young were hatching as looking as if they were covered with powdered sulphur, because the yellow-coloured young bark-lice spread over the trees in millions. These insects are so minute that they cannot travel very far. The full-grown scales die very soon after a branch is cut from a tree, forty-eight hours is perhaps the longest time they can live on a severed branch, because they require sap to live on all the time, and by that time the branch would have dried up too much for them to get nourishment. The insect is attached to the tree by means of a hair-like sucker or beak and it is only while the tree is living that it can get the sap that it requires for its sustenance. If a bough were cut from the tree the evaporation of the moisture within two days, and probably within a few hours, would kill all the scales on the bough. It is only the young insects that are born while the bough is alive that can spread. On a dormant tree with a root like nursery stock at the time of shipping, the scales are also dormant and can last longer. Another point about bringing in the scale on imported fruit, the people who grow fruit in this country are not those who are likely to purchase the imported article. It would be bought chiefly in the towns and for the scale to get into the country districts would be practically impossible. Should a farmer buy a box of California pears it would be very unlikely that the peelings of these pears, which would dry up soon, would be carried into his orchard from his back yard or that the young would be born in these few hours that the peelings remained moist, and in that way be carried to the trees. I must say I can see no danger from the importation of fruit under existing circumstances.

Q. Is there danger from birds disseminating the disease?

A. Yes, there is danger from birds; they are one of the usual means by which the insect is disseminated. The minute young crawl on the birds which perch in infested trees, and are thus carried from tree to tree, but the birds which carry young scales to orchards would be hardly likely to be hopping about where the peelings were thrown during the short time that the young could be born. At a meeting held last spring in Washington, of entomologists, nurserymen and fruit

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growers to confer with the Entomologist of the United States Department of Agriculture and to consider this matter, with the object of introducing a Bill into Congress, I asked the question distinctly of the nurserymen and entomologists there, if there was any single instance that had been put on record of the San José Scale having been spread by means of shipments of fruit, and was told that there was not. There is not a single instance known where infestation has taken place from fruit, and I cannot see how such a thing is in the least degree likely.

Q. You have done everything possible to have this pest stamped out?

A. I think so, and the British Columbia and Ontario Governments have also adopted drastic measures with the same object in view.

Q. There are lots of inspectors with us?

A. And they are working well, I know, for I am in correspondence with nearly all of them. Hardly a day passes that I do not get specimens sent in from some of the inspectors in Ontario for examination. Mr. Fisher, Mr. Orr, Mr. Bennett, and others, are doing everything in their power to make the Ontario Act effective and to learn all that is to be known about the San José and other allied scale insects.

*By Mr. McMillan :*

Q. I should have thought that the greatest danger in regard to pears and apples would be that the scale would be on the short stems attached to them?

A. The stems dry up very quickly. As a matter of fact, although they are frequently thick on the base or stem end of the pear I do not remember seeing them on the stem; of course they would be there, but I do not remember seeing them there.

*By the Chairman :*

Q. Have the States not legislated against each other on this subject?

A. Undoubtedly. Special Acts have been passed in many of the States, and others have legislation now under consideration. Only yesterday I received the new Act passed in New Jersey.

*By Mr. McGregor :*

Q. New Jersey is the worst State in the United States?

A. They have done so much good work under their active entomologist, Dr. Smith, that they are rapidly becoming one of the best States in the United States. The pest is getting out of the orchards in New Jersey into the forest trees, and that is another point of the many details I did not give in regard to this dangerous insect, it will attack almost every known woody shrub or tree. Every plant which has a woody stem this insect will attack, and if it once gets into our forests it will be simply a matter, then, of our having to trust to nature for its extermination, and nature, although usually sure, is sometimes slow in carrying out her work. We find in all branches of natural history where injurious species are studied that probably some remedy would be forthcoming in time, but as all our cultivated crops are grown under artificial conditions we must make use of artificial measures to protect our crops until such time as nature produces a remedy for those which increase unduly in numbers.

Q. If parties could not get Good's Potash Soap, would you advise the use of sulphur and common soap?



A. No. I would advise them to do the best they could with the ordinary whale-oil soap, which they can get in this country. Whale-oil soap is the material which has given the best results. Kerosene emulsion has also given good results and this well-known combination, which consists of coal oil and soapsuds is the standard remedy against plant-lice and scale insects. But I should now say a word of warning in regard to pure kerosene being used on fruit trees. This has been advocated very widely in some of the United States, and has given some good results when used carefully and upon some kinds of trees only.

Q. But it would kill the trees off?

A. Not apple trees, it would appear from experiment; but peach trees it has injured. In my experiments it has not been successful, but men in whom I have every confidence have told me that they have secured good results from using pure kerosene, spraying it on to the trunks on bright days when evaporation goes on quickly. But I think that the safest treatment is with whale-oil soap or with the kerosene emulsion.

*By Mr. Rogers :*

Q. I see some trees at the farm with a bright coating on the trunks?

A. That is due to their being treated regularly every year with an alkaline wash to prevent the borers in the trunks which kill so many trees in Canada. Our trees are very clean, owing to the care Mr. Craig has taken with them for some years. The location of the orchard does not seem to be quite satisfactory, and we have lost some trees from time to time, but though our trees may die from other causes we have very seldom lost any from borers.

*By Mr. McGregor :*

Q. Would you wash them up as far as possible, even to the larger limbs?

A. Yes, for the borers; or do you mean for the San José Scale?

Q. Yes.

A. Oh, they should be sprayed. The potash soap I have mentioned can be sprayed with a spraying pump; the trees should be sprayed late in winter, before the leaves open. There are four or five broods of the scales in summer and that makes it difficult to destroy all in the summer when the trees are covered with leaves, as there are some young on the trees all the time. The covered scales are difficult to get at with any of the treatments recommended, therefore it is necessary to do very thorough work in winter when the whole tree can be covered with the spray.

Q. What is the best time to spray?

A. Winter treatment is the best, and it must be very thorough; infested trees should be sprayed after the leaves are off in the autumn, and again before the buds open in the spring.

*By the Chairman :*

Q. You speak of kerosene, is that what we know as coal oil?

A. Yes, but in the United States, where there are a great many more people than here it is usually spoken of as kerosene. It is simply the ordinary illuminating oil such as is generally used in lamps.

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### BORERS.

Q. What is the mixture for preventing borers in trees?

A. It is made with ordinary soft soap, diluted or made thinner with a strong solution of common washing soda. You make the solution of washing soda as strong as possible, and then thin the soft soap with that, and if this wash is painted on the trees on a clear warm day it will leave a thin, varnish-like coating on the trees which will stay there for a number of weeks, and will prevent the female beetles from laying their eggs on the bark. The borers are the grubs of beetles which hatch from eggs laid on the bark; if this coating of soft soap and soda is painted on the trees the mother beetles will not lay their eggs there and the trees are safe.

Q. That would be death to all that kind of insect?

A. Yes, because the trees are rendered obnoxious to the beetles when they go to lay their eggs, eggs are not laid, and injury is prevented.

### PEA WEEVIL.

Dr. Saunders told me, Mr. Chairman, that some gentleman in the Committee wished me to speak to-day about the Pea Weevil or "pea bug," as it is frequently called. The insect I refer to is the one which bores inside the pea and leaves a small round hole in the seed pea, through which the beetle emerges. The pea weevil we know does a great deal of harm every year. This harm, I think, is, on the whole, less than it used to be, because better measures are now taken by seedsmen and growers to disinfect their seed.

*Remedy.*—The bisulphide of carbon treatment is perfectly effective against this enemy. By using this chemical all the weevils inside the seed pease can be killed, and if clean seed, or seed in which all the weevils have been killed is sown, and seed is now treated regularly by growers, by that means the insects must, in time, be reduced. The trouble is, many of the weevils leave the seed in autumn and hibernate about the roofs, shingles or rafters of barns. In some seasons the proportion of the beetles that do this is large, but in other seasons the majority remain inside the pease, when, if the seed is properly treated, the numbers are much reduced, and it is in those years that we hear people say it is a "good year." By remaining inside the pease the insects are destroyed when the seed is fumigated, and therefore there are very few beetles left to lay eggs in the next year's crop. In the big seed firms they have "bug houses," special places where they can treat at once 100 sacks or more by putting them inside these air-tight chambers and then putting bisulphide of carbon on the top in shallow open vessels, so that evaporation may take place readily. When all the sacks are placed in the bug house, the bisulphide is emptied into the pans at the top and the whole is left tightly closed for forty-eight hours. The bisulphide vaporizes easily and the heavy vapour falls down through the pease and as they are kept tightly closed in, under the influence of this poisonous vapour all the weevils inside the seed pease are destroyed. It is best to treat the pease as soon as possible after they are threshed, so that the weevils may be killed before they have consumed much of the inside of the pea. The egg is laid on the green pod and the young grub hatches and eats its way inside and then penetrates one of the pease inside which it lives until it is mature. A very convenient way for farmers to treat their pease is to use an ordinary 45-gallon coal oil barrel. Pour five bushels of pease into it and then put three ounces of carbon bisulphide in a flat vessel on the top of the seed, close the barrel tightly, first with a damp sack on the top and boards on the top of that so as

to keep the whole tightly covered. If you buy seed from any large house you will almost always find that the seed has been treated before you buy it; but, if not, the pease can be easily treated in this way by the purchaser.

*By Mr. McGregor :*

Q. How many ounces of bisulphide did you say was used?

A. Three ounces to about five bushels of pease is the usual quantity used, or one ounce to every hundred pounds of grain. The bisulphide vaporizes readily, becoming a colourless vapour. While I am speaking of it, I may tell you that this liquid is extremely inflammable. It is a colourless liquid like water and vaporizes at the ordinary temperature of the air. The vapour is very much heavier than the air; that is the reason it is placed on top of the seed to be treated; as soon as the liquid vaporizes, it sinks downward among the pease, destroying all the insects. It is extremely inflammable, as I have said, and if a light of any kind, even a lighted cigar or pipe, comes in contact with it a serious explosion may take place. It is very dangerous, and should be used out of doors or in an open shed, because out of doors there will not be an explosion.

*By Mr. Semple :*

Q. Does the pea weevil extend far over Canada?

A. No, it does hardly any injury outside of south-western Ontario. Many of our northern farmers are growing seed for United States merchants, because they can grow them without any weevil. We never have the weevil here in Ottawa. I once found one or two injured pease on the farm here, but that only showed that they can be imported in the seed but will not increase here to any extent.

Q. Where I live, in Fergus, they used to be bad, but the insect appears to have disappeared?

A. You are just outside its breeding range.

#### ANTS,

The CHAIRMAN:—That substance is useful for destroying ants.

Mr. FLETCHER:—As Mr. Bain says, this liquid is extremely useful for destroying ants, especially the Little House Ant (*Monomorion pharonis*) that sometimes gives troubles in houses. It is very difficult to locate the nest, but if you can find out where the nest is and pour in a teaspoonful of the bisulphide the vapour will spread down into the nest and destroy the insects.

*By Mr. McMillan :*

Q. Will it be effective in destroying ants in the orchard?

A. It is the best method of destroying them. Make a hole down into the nests and pour a little down the hole, then cover up with a little earth and press it down with the foot.

*By Mr. Calvert :*

Q. We find in Middlesex that where they refrain from sowing for a year the weevils do not come in?

A. The weevils sometimes do a good deal of harm there I understand, but if the seed is thoroughly treated there will be, year after year, less difficulty.

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### PEA BLIGHT.

*By Mr. Penny :*

Q. You made some investigations in Prince Edward County, did you not, into the cause of pea blight?

A. Yes ; the opinion I came to some years ago on this subject was that from the special adaptability of Prince Edward County for growing pease they had grown them too long; as it is said, the ground was "tired" of that crop, and so when there was a dry year the crop suffered, and what was called "blight" should have been called "drought."

### THE PEA MOTH.

Mr. McMillan asked about the Pea Moth in Ontario. We do not see much of it here, but I understand that down in New Brunswick, Prince Edward Island and Nova Scotia the loss from it is enormous, frequently 25 per cent of the crop.

Mr. McMILLAN:—Last year and the year before we had a good deal of it in Huron.

*By an hon. Member :*

Q. How is it injurious ; does it affect the life of the pea ?

A. No ; it is a little caterpillar which works inside the pod eating into the seeds; you will sometimes find in a pod that four or five peas have been injured. In some parts of Quebec, last year, this was very bad indeed. It is sometimes called the "Weevil," but that is a mistake; this is the caterpillar of a small moth which eats the green pea while it is still soft.

*By Mr. McMillan :*

Q. This seems to be an insect that strikes the pea on the outside ?

A. Yes, it is a small moth which lays the egg on the outside. The caterpillar eats its way through the pod and destroys the pease. During last summer I succeeded in breeding this insect and finding out the time when it appears. It is a small moth that appears not later than the 10th or 12th of July. I found out from the experience of my correspondents that the pease sown early succeeded best, and in New Brunswick those that were sown early escaped, but in gardens people must have the larger late varieties such as the Heroine, Telephone and Stratagem. The only remedy is using the early varieties. One of my correspondents is going to try spraying the pease at the time that the pods are forming. Some may say that this is impossible, just as years ago they said that it was impossible to spray a whole orchard, but we now know it is possible and must be done if we are to get good crops of fruit. I think it is possible that good results may follow spraying pease for the pea moth with Paris green in the same way as apples are for the codling moth. This is very much like the codling moth in all its habits so that we may be able to treat it in the same way.

Q. We found that by sowing late we got the best results ?

A. What would you call late ?

Q. The end of May ?

A. Was there no trouble from the pease mildewing ?

Q. No ?

A. The reason early and late sowing are to a measure successful, probably is because if you sow early your pea is so far ripe that the young caterpillar cannot feed on it, and if you sow late it is not ready until the moth has disappeared.

*By Mr. Bain :*

Q. Its season is late, then. Is it as dangerous as the pea bug ?

A. I think not, but it is much more widely spread. It is not bad every year. We have not seen it at Ottawa, for instance, for two years. Four years ago it was very bad indeed. The fact is that this has been in the country as far back as we have any record of agriculture. One gentleman in New Brunswick, Mr. Wetmore, has traced the mention of it back for 100 years at least.

*By Mr. Semple :*

Q. I do not think it has reduced the yield very much ?

A. No; but it causes a great deal of expense by making necessary the hand picking of seed. It is impossible to get a good sample without picking it over.

*By Mr. McMillan :*

Q. It has been so bad with us that it has reduced the yield by one-third ?

A. Indeed. That is just as bad as in New Brunswick and Nova Scotia. I hope that none of the members from those provinces will object when I say that I have very seldom seen a dish of green pease in New Brunswick or Nova Scotia without finding some of the little insects among the pease when they came on the table.

#### THE CARROT RUST FLY.

I am sorry to say there is another new insect which after this will demand attention, the Carrot Rust Fly, which has been very bad in New Brunswick for the last two years and, before that, had been found at single localities in Quebec and Ontario. It is of unusual occurrence although when it does appear it is a serious matter. The maggot as soon as it hatches bores into carrots and burrows all through them, entirely destroying them for the table. I suppose for cattle it would not injure them, but of course it does injure them to some extent. There are always a great many of these maggots in each carrot. It is a European insect, known for many years in Europe, and a figure and description of it appear in my forthcoming report. My reason for bringing it up now is so as to give our experience in case any member of the Committee should hear of it in his district before our Annual Report is issued. I should like to hear from any member who finds it in his district, and also with regard to any methods adopted to try and control it. I find that for a crop of carrots for stock it is best to sow early, but for the table you can get carrots of excellent quality even if you do not sow before the end of June.

*By Mr. Calvert :*

Q. What would you call early ?

A. Just as soon as you can get them in. The attacks I have seen have all been in the red carrots, but whether the large, short whites and others grown for stock are attacked I do not know. If sown late, they are very apt to be exempt from the attacks of this insect. Of course as a matter of precaution you should

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never use the same ground for carrots if in the previous year the crop has been infested. The best method of treatment is to dust with carbolized sand along the rows directly after they have been thinned out. This is made very easily by putting a few ounces of carbolic acid in sand, mixing thoroughly and spreading along the rows just after thinning. All insects are attracted by the special odour given out by the crop. After thinning plants give out more of this characteristic odour because they have been bruised. Consequently they are more liable to attack after thinning or harrowing than at other times. By giving them a good dusting with carbolized sand or coal oil and sand, a different odour is present, and the insect is not attracted to the crop and consequently the eggs are not laid. This treatment has given good results here and also in England where I have tried it. Carrots when kept for household use are generally stored in sand in the cellar. In cases where they have been attacked, this sand should be treated in some way so that the flies may not hatch, either buried in a deep hole or put into the yard where there is wet manure so that the insects will be destroyed.

*By Mr. McMillan :*

Q. Is not land plaster a good thing?

A. Probably it is, for mixing with the carbolic acid or coal oil.

### TENT CATERPILLARS.

Tent caterpillars were prevalent last year and have again been very abundant this year. The best remedy is to collect the eggs during the winter or the tents after the young caterpillars hatch in spring, this is generally before the leaves have opened. The white tents are conspicuous and they can be easily seen before the leaves have extended very much. These should be collected, because, although the caterpillars are small, they soon grow larger and more destructive.

### TURNIP APHIS.

Q. Turnips have been affected with us. You would find that the leaves would assume a whitish appearance at first and they seemed to be affected by some little insect?

A. Yes, that is the cabbage plant-louse. It attacks turnips and it has done a great deal of damage in some districts; when it first appears in a crop it is in small patches, but these rapidly increase in size. At the time the turnips are hoed and thinned this insect generally appears and good work may be done by destroying infested plants at that time. After hoeing and thinning the best results have been obtained by spraying the tops with ordinary coal oil emulsion, the ordinary mixture that is now well known, a dilution of one part of the emulsion to twelve of water. Spray the mixture thoroughly beneath the leaves as well as on the top and in that way you will destroy the pest before it has spread to the whole field. The effects of the lice are very apparent on turnips, the leaves turn a greyish colour so that the presence of the insects is easily detected; and they should be then treated promptly.

### APPLE APHIS.

*By Senator Ferguson :*

Q. We have had experience of a plant-louse on apple trees, particularly on the grafts and young buds, in the early summer in Prince Edward Island. It was very injurious to the fruit?

A. The Apple Aphis is very injurious just now to apple trees. It was injurious last year in August, but it is also injurious now when the buds are bursting. It is an insect easily treated, the treatment simply involving the spraying of the trees with whale-oil soap, one pound in eight gallons of water, or the ordinary kerosene emulsion. The insects are easily destroyed and further injury to the trees is prevented.

#### OYSTER-SHELL BARK-LOUSE.

The Oyster-shell Bark-louse is well known to everybody who has grown trees, but there is never a year in which there is not a great deal of inquiry made with regard to it. Its injuries every year are enormous all through the country. It belongs to the same family as the San José Scale, but it is not so injurious in its effects, in the character of being so widespread or in respect to attacking many different kinds of trees. Because of this fact it is to a certain extent overlooked, but it is widespread all through the country and it does a great deal of damage every year.

*Treatment.*—The proper treatment of this insect is to spray the trees during the winter with either whale-oil soap, the mixture recommended for San José Scale, of one pound in two gallons of water, or with kerosene emulsion, one part of kerosene emulsion to nine of water, the ordinary remedy which is recommended and printed on our spraying calendars. There is one characteristic about orchards which are attacked by the oyster-shell bark-louse, and that is, we find in nearly every instance that orchards are not taken care of as well as they might be. It is now recognized in this part of Canada that it is a wise practice to cultivate the land under the trees, and, where trees are regularly cultivated so that the vigour of the trees is kept up, they throw off the attacks of many injurious insects. In orchards where the oyster-shell bark-louse is found it is wise first to invigorate the tree and in many instances the tree will throw off or outgrow the attack of the insect.

#### CUT-WORMS.

*By Mr. Pettet :*

Q. What would you advise to destroy the grub that eats tomato plants?

A. These are called cut-worms.

*Remedies.*—I believe the practice in Prince Edward County is to make tin rings which are put around the plants. These are made at the canning factories, and they are a perfect protection, but the practice involves a good deal of labour and expense. The same purpose may be attained with an ordinary piece of paper. I see that an enterprising firm in Ottawa has got up an excellent little device made simply of cardboard, with a slot cut in one end through which a tongue passes by which it is made into a ring to put around the plants. These are sold at 90 cents a thousand; they are made of waterproof paper, and are certainly excellent things. In crops such as onions and carrots, which are also frequently attacked by cut-worms, the remedies which are most useful are as follows: (1.) Poison traps are made by taking young succulent vegetation—weeds, grass, or clover, anything will do if it is green and succulent. Tie these plants in loose bundles, dip them in a strong mixture of Paris green, an ounce or two in a pail of water, and then distribute these bundles along the rows, every ten, fifteen or twenty feet in the field, or in the garden every six or eight feet apart. Cut-worms, as you are pro-

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bably all aware are the caterpillars of moths which hatch from the egg in autumn and pass the winter as partially grown caterpillars, they come out in the spring at night and attack any vegetation they can find. The bundles of vegetation mentioned are more conspicuous than the produce which they are designed to protect and the worms being attracted to them poison themselves by eating this poisonous food. (2.) Another remedy is bran or shorts poisoned with Paris green, which can be applied moistened so as to be about the consistency of porridge and put in small lumps along the rows of the young plants that require to be protected, or it may be applied dry close to the drill. This mixture seems actually to be more attractive than the green plants. Last year we saved several rows of onions and carrots by this application where other rows not so treated were almost wiped out by cut-worms. For tomatoes I think the rings would probably be the best remedy.

*By Mr. Calvert :*

Q. You would put a ring around each plant?

A. Yes, at the farm we simply wrap a little piece of paper around the stem of each plant at the time of setting out—the caterpillars walk about on the surface of the ground and cannot climb up the smooth surface. As a rule, the plant protected with paper is protected until it has become strong enough to resist the attacks of these insects, or until their season is past.

*By Mr. McGregor :*

Q. We are troubled by the attacks of cut-worms upon the corn?

A. The protection of corn is a more difficult matter. It is almost impossible to treat a crop like corn which is grown in large areas. The best method is to destroy the weeds and to keep the land very clean the autumn before, so that there is nothing to attract the female moths when they are laying their eggs.

Q. They attack the corn very young?

A. This remedy is to be applied the year before. These cut-worms are the caterpillars of moths which lay their eggs the year before and are attracted to the land by plants growing there. Of course, with a growth upon the land such as clover, you cannot protect yourself. Fields of corn are also sometimes attacked by the White Grub and by wire worms. I do not think any practical treatment can be adopted, except for small areas.

*By Mr. McMillan :*

Q. My experience is that old sod is worse than clover sod?

A. Yes, that would probably be the case.

*By Mr. McGregor :*

Q. We have used lime to some extent?

A. It would have no effect on the caterpillars. Of course, corn is a grass, and insects that feed on grasses would be more liable to attack corn than those that feed on clover, although there are certain kinds that feed on clover and attack grasses as well.



*By Mr. Rogers :*

Q. Is the application of coal tar a preventive?

A. Not against the cut-worm.

PLANT-LICE.

Q. What is the best remedy for plant-lice?

*Remedy.* A. Kerosene emulsion, or whale-oil soap solution. A very good mixture for treating plant-lice is four pounds of waste tobacco soaked in ten gallons of hot water for five hours, one pound of whale-oil soap in one gallon of water, strain the tobacco decoction into the scap and apply directly to the trees with a spraying pump.

*By Mr. Frost :*

Q. Where do you get that whale-oil soap?

A. The demand has been so great that I think you can get it almost anywhere. Whale-oil soap is simply the commercial name for fish-oil soap—any fish-oil soap made with potash will do. It is not made from whale oil at all. A great many experiments have been tried in the United States where entomologists have recommended a particular brand as being made with great care. It is called Good's Caustic Potash Soap No. 3. It is made by a Philadelphia firm, and it has given the best results.

Q. What proportion of soap?

A. One pound of soap dissolved in two gallons of water.

THE COLORADO POTATO BEETLE.

*By Mr. Semple :*

Q. I would like to hear you touch on the best method of dealing with potato bugs?

A. Paris green is undoubtedly the best method, but whether that should be used in water or as a dry powder is a question that has given rise to a great deal of discussion. No doubt it is slightly more effective as a dry powder, but it is certainly more dangerous to use. Although it is more effective as a dry powder, I consider the best way is to spray it on the plants or to apply it as a liquid application, so that it cannot be blown on to other crops, as it would if it were applied in the form of a loose powder.

*By Senator Ferguson :*

Q. In large fields there would be no danger of it blowing on other crops?

A. Well, there have been instances where it has blown to other crops across fences and poisoned stock.

*By Mr. Calvert :*

Q. What are the proportions of that mixture of soft soap and soda?

A. A saturated solution of washing soda, that is as much of washing soda as the water will dissolve, then use that liquid for thinning the soft soap. It is then about as thick as oil point, and can be applied easily with a brush.

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### THE STRAWBERRY LEAF-ROLLER.

*By Mr. Pettet :*

Q. There was on the strawberries an insect that got into the leaf, in Prince Edward County; how was that treated?

A. That was the Strawberry Leaf-roller and it was treated with Paris green. The Picton outbreak was the worst instance of injury by this insect which has been reported to me in Canada. Last year, however, the fruit growers in that vicinity did not report any injury at all by the Strawberry Leaf-roller.

Having examined the preceding transcript of my evidence, I find it correct.

JAMES FLETCHER.

*Dominton Entomologist.*

COMMITTEE ROOM NO. 46,  
HOUSE OF COMMONS,  
FRIDAY, 20th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m. ; Mr. Bain, Chairman, presiding.

The CHAIRMAN:—We have with us this morning the Chemist of the Experimental Farm, Mr. Shutt, whom I now introduce to the Committee.

Mr. FRANK T. SHUTT, M.A., Chief Chemist Dominion Experimental Farms, addressed the Committee as follows :—

#### CHEMISTRY AS AN AID TO AGRICULTURE.

Mr. Chairman and Gentlemen,—It may not be necessary for me to-day, perhaps, to bring before you any detailed account of the character of the work undertaken by the chemical division of the Experimental Farms. On previous occasions when I have had the honour of appearing before this Committee I have laid before you statements regarding the varied character of that work and the means we take to assist by chemical aid the farmers of Canada. It may, however, be well for me to point out, in fact we have the very strongest evidences of it, that our work is being appreciated by the farmers, dairymen, and the fruit growers of Canada. The evidences I refer to may be enumerated as follows : First, increased correspondence from farmers and others interested in agriculture, which generally contain questions as to the nature and composition of soils, fertilizers, cattle foods, and upon other agricultural matters; secondly, the larger number of samples submitted by farmers for examination in our laboratory ; thirdly, the greater demand for our reports and bulletins and the more frequent quoting of these in the public press. These are evidences that our work is being appreciated by the people and that it has awakened a wide and lively interest in the value of this chemical knowledge in the every-day work of those engaged in agriculture.

In the matter of the examination of samples it is well for me to say that we have at present a very large number awaiting our attention. The time at my disposal has not permitted me to keep up with the work of analysing all these samples, which consist of soils, marls, mucks, feeding stuffs of all kinds, sent in for a report on their value. We have put these second to original investigation and postponed their examination until time permits. With an increase in the staff, which I hope to see in the near future, we shall be able to attend to more of this work.

#### LECTURES.

There are two matters in connection with the general work of my department of which I wish to make mention, first, in relation to lectures delivered in various parts of the country at the larger agricultural conventions or Farmers' Institute meetings. These I am led to believe are of great importance, because by this means we are able to bring before the people who are directly interested and whom we cannot otherwise directly and personally reach, the principles of agri-

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culture and the results of our experiments. These lectures advertise, if I may use the term, the character of the investigations being carried on by the Experimental Farms. Another benefit to be derived from these lectures by the farm staff and the discussions that follow, is that it allows us to arrive at a better knowledge of the needs of the farmers and the problems confronting them which need immediate solution. By reason of the discussion which follows the addresses at those meetings we are enabled to learn, in a way that we cannot otherwise do, the wants of the farmers. These meetings also give us the opportunity of learning the conditions both of climate and soil that prevail in various parts of the Dominion, and this information is of immense value to us in our work. These lectures on the first principles of agriculture and on the results of our experiments are of great usefulness, and I think the system of lecturing might with advantage be extended so soon as time and money permit.

The second matter was the delivery of a special course of lectures to the Normal School students at Ottawa by various members of the Farm staff. As you are aware these students are to become the future teachers in the rural districts and I consider this a very wise departure, because by this means we disseminate the work of the farm and a knowledge of agriculture throughout the province of Ontario. I think we may expect very good fruit from these lectures in future years.

It is my purpose to-day, with your permission, and if time permit, to bring before you some of the results obtained during the last year on certain lines of investigation. First, I shall lay before you the results of some elaborate—or rather extensive—investigations in the matter of the preservation of barn-yard manure; and secondly, I shall speak of some results we have obtained in the use of a new compound prepared in Germany known as nitragin, of which I shall refer to at some length later on, and which is used for the purpose of encouraging the growth of such plants as clover, beans, and other legumes; and thirdly, I purpose speaking on the water supply of farms.

### PRESERVATION OF MANURE.

These experiments in the matter of the preservation of manure were commenced in April, 1896. They constitute a series of experiments which are, I believe, the first of their kind in Canada. As this work is only just finished, we have to-day the first opportunity for presenting these experiments to the public. They are, of course, only the beginning of further investigations of a like nature which we hope to carry on; nevertheless they give us some very important and valuable information on this question, which is one that really lies at the foundation of good farming.

Probably the questions which are most frequently asked of us on agricultural platforms are: first, "Would you apply manure fresh or rotted?" And then the second question is: "If rotted, what is the best way to rot manure?" Some two years ago when speaking on this matter to this Committee, I pointed out that it was absolutely impossible to reply to the first of these questions in a single sentence unless indeed you were to say: "It all depends." That is to say, that all the circumstances and conditions of soil and climate and the character or nature of the crop to be raised have to be considered before we can advise as to whether it might be advisable to apply manure fresh or rotted: nevertheless there are certain principles which we can master and which help us to apply an intelligent judgment in coming to a decision. The questions which have to be considered in answering such a query are, first, the character of the soil—heavy clay soils and light sandy soils requiring different treatment. We know that barn-yard manure has two beneficial functions, one of which is mechanical and the other chemical. A heavy clay soil we seek

to loosen or render more porous, while we seek to bind with light sandy soil and render it more compact; consequently, considering the question from the mechanical standpoint, we should apply fresh manure to the heavy clay soil, while to the lighter soils we should apply rotted or partially rotted manure. Looking at it from the chemical standpoint I again say that fresh manure should be applied to the heavier soil, because clay soils are more retentive and consequently may be used as a storehouse; but on the light soils I prefer to feed the crop rather than manure the soil, because such light soils are leachy and cannot be viewed as good storehouses in the same way that the heavy clay soils are. Then the nature of the crop has to be taken into consideration. If we have a short-lived crop it is necessary to feed it with food more or less immediately assimilable—and it is in such a form that we find it in rotted manure. Such crops as cereals and the ordinary grain crops are short-lived crops, but when we have a crop which grows throughout the whole length of the season, as, for instance, root crops, we may feed them with food which is not entirely of an immediately available character, and do so with advantage. The question of the foraging power of plants for food is also one that has to be studied. We know something about that, but not very much. Some plants can acquire food from a soil in which other plants would starve.

Having given these outlines in regard to the principles—I have merely stated them in outline—of the application of manure, I wish to say that intimately connected with these questions is the one that takes into consideration the amount of the fertilizing elements or constituents which may be lost during the process of fermentation or rotting of manuring. This is a matter regarding upon which we wished to obtain accurate knowledge upon before replying to the question as to whether it is economical or not to rot manure.

The object of this investigation, then, was to trace the fertilizing constituents during rotting, to ascertain what loss, if any, takes place under different systems of fermentation, and also to learn the degree of availability of these constituents at different periods of fermentation. We expected to find that during the rotting of the manure certain of these elements or fertilizing constituents would be rendered more available than they are in fresh manure, and if more available, consequently more valuable. The question of availability of plant food is an important one. For instance, the phosphoric acid in our ordinary mineral phosphate is worth about two cents a pound, commercially; it is worth absolutely nothing agriculturally, because it is insoluble and not available as food for plants. But once that mineral phosphate has been converted into super-phosphate, once that phosphoric acid has been converted into a water-soluble form it receives a value of 6 or 7 cents a pound, because it can then be utilized as a source of phosphoric acid for our crops. Applying that same argument to the question of manure, we wished to learn if through the rotting or fermenting of the manure any of its constituents were converted into more valuable, because more readily assimilable, forms of plant food.

In April, 1896, we took fresh horse and cow manure and mixed them in equal proportions—and I may here say that in all the experiments we carried on in regard to the preservation of manure were made with manure composed of the mixed excrement, solid and liquid, of the horse and cow together with the litter that has been used for the bedding of these animals—and that constituted the manure experimented upon.

*By Mr. Stenson :*

Q. Is that in equal parts in weight ?

A. Yes, equal parts in weight. Four tons of this mixed manure were placed in a small wooden building which was practically weather-proof, and a like

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weight of four tons was exposed in an open bin constructed with double flooring and sides. Ordinarily, we should have said that this bin was one in which manure could be preserved without loss from leaching. I made photographs of this shed and of the open bin in which these experiments were conducted, and they give a very good idea of the conditions under which the experiment was carried on. You may see here (exhibiting photograph) the shed in which the protected manure was preserved and also the open bin adjoining it, in which the exposed or "outside" manure was kept. These manures were weighed, sampled and analysed, month by month, for one year, so that we have a record of the composition and the total weight of these manures month by month for that period. Consequently from these data we are able to trace up the various constituents as the process of fermentation proceeded. The analysis comprised in the determinations of the moisture or water that is contained in the manure—ordinary fresh manure contains about 70 per cent of water—the organic or vegetable matter and the mineral matter or ash. These three constitute the whole. We also determined the total nitrogen, and nitrogen present as ammonia and as nitrates and nitrites, and the percentages of potash and phosphoric acid, total and available.

By far the larger amount of nitrogen is contained in the organic matter, and is therefore known as organic nitrogen. Nitrogen also is present in small quantities as nitrates and nitrites and as ammonia. These latter are the results of fermentation; in fresh manure there is no ammonia present and no nitrates. It has been found that our farm crops take up their nitrogen in the form of nitrates, hence the importance in learning the effect of fermentation upon their formation. The nitrogen of the organic matter is converted by the aid of microbes, bacteria or germs, into ammonia, nitrates and nitrites, and it is important, from an agricultural standpoint, to trace the conversion of the nitrogen into these immediately assimilable forms.

We determined the phosphoric acid and potash dissolved out of the manure by strong hydrochloric acid. Such would represent all the phosphoric acid and potash present in the manure: we also determined the phosphoric acid and potash that was soluble in dilute citric acid. The reason for this latter determination is that it has been found that the solvent action of dilute citric acid (1 per cent solution) is practically equivalent to the solvent action of the exudation of plant rootlets. Any fertilizing material in the soil soluble in one per cent solution of citric acid, is present in a form that is of immediate value to our crops.

These manures, both "inside" and "outside," were practically the same as to composition and condition at the beginning. The mixing was carefully and thoroughly done, and samples, as representative as could be obtained, were taken and submitted to analysis. The composition as revealed by the initial analysis was as follows:—

Water .....	68·61	Total nitrogen .....	Per cent. ·601
Organic matter .....	24·23	Immediately available nitrogen .....	·083
Ash .....	7·16	Total phosphoric acid .....	·31
	100·00	Immediately available phosphoric acid.	·19
		Total potash .....	·76
		Immediately available potash .....	·68

The total nitrogen was ·601 per cent and nitrogen as ammonia ·083 per cent.

I would draw your attention to the very small amount of nitrogen which exists in fresh manure in the form of ammonia. The total phosphoric acid was ·31 per cent, and the available phosphoric acid was ·19 per cent. The total potash was ·76 per cent, and the available potash ·68 per cent. To convert these into pounds per ton, we have nitrogen amounting to 12 pounds per ton; the nitrogen existing as ammonia and nitrates 1·6 pounds (practically 1½ pounds); phosphoric acid, total

6·2 pounds per ton, that part of it immediately available amounted to 3·8 pounds per ton. Respecting the potash, the amount would be 15·2 pounds per ton, and that immediately available 13·6. As I have already observed, in fresh manure a very small proportion of the nitrogen is immediately assimilable; of the phosphoric acid practically one-half is immediately assimilable, and in the case of potash a very large proportion, between 90 and 95 per cent is immediately assimilable. Consequently we cannot say that the process of fermentation increases the value of the potash. I have termed this *fresh* manure with which we began to work, but you must understand that it took about ten days to collect the desired quantity namely, 8 tons, and as a result it had already begun to heat somewhat.

By Mr. Bell :

Q. What season of the year was it ?

A. April, and despite all precautions we could take, fermentation had begun when the samples were taken. The reason I dwell on this point is that we find by these experiments that it is in the earliest stages of fermentation that the greatest change in the composition of manure takes place, and probably such loss as did ensue resulted more particularly during the earlier stages of fermentation. We shall get data on that as we proceed. Now, having spoken of the composition of that manure that we used in these investigations, it is right for me to draw your attention to the fact that this manure is of greater richness than that which we ordinarily find in farm-yards in Canada. We have analysed a considerable number of samples of barn-yard manure obtained from various sources and we have not found them to be as rich in plant food as this manure made on the Central Farm. I will compare our average Experimental Farm manure with the figures which may represent the average on good, fairly well-kept farms. Of course, we understand that the composition of manure is variable. I am obliged, therefore, to take averages from numerous samples. I find the results as follows:—

	Exp. Farm.	Average obtained from other samples.
Nitrogen, per ton.....	12·0 lbs.	8·0 lbs.
Phosphoric acid, per ton.....	6·02 “	3·08 “
Potash, per ton.....	15·2 “	9·0 “

It will be seen that there is in the ordinary manure only about two-thirds of the nitrogen contained in that of the Central Farm, about one-half the phosphoric acid and about two-thirds the potash. There are many ways in which we can account for these differences. I am of opinion after considering the question very closely, that there are several factors which may account for these differences. First of all there is the kind of food fed to the animals. We are aware that as the richness of the food so is the richness of the resulting manure. Foods rich in nitrogen give manure rich in nitrogen. Similarly, foods rich in potash give manure rich in potash. It follows that the manure from cattle living on the straw stack will contain low values. Animals cannot create anything. They use their food to supply their various needs—for development of vital heat and energy, for the repair of waste tissue—to produce flesh, milk and wool. Consequently if the food does not contain the necessary constituents in large proportions, the animal having provided for its maintenance, the resulting manure will be poorer than that produced when the animal is fed stronger, richer food. Then the animal's age has something to do with the richness of the manure. Young animals take more from their food in order to build up their flesh and bone than mature animals, and therefore their

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manure is poorer than that from mature cattle. Dairy cattle necessarily take more from their food than fat stock and consequently do not furnish as rich manure as fattening steers. Apart from that, there are other questions to be considered. In ordinary farm-yard manure probably there is not so large a proportion of horse manure.

*By Mr. Bell (Addington):*

Q. In connection with the value of manures, comparing those of the Experimental Farm with those of the ordinary farmer, does not the loss of the liquid materially affect the value?

A. Very much so. I was just going to deal with that question and was about to say that I considered this was a question of very great importance. I attribute the very great difference which I have pointed out here, very largely on the one hand, to the insufficient use of litter to absorb the liquid manure, and on the other hand to faulty methods in the manure's preservation. I think we ought to take every opportunity to point out to our people that greater care is necessary to retain the liquid portion of the manure. We know that the potash of manure is practically all contained in the liquid portion. Over 90 per cent of the potash is present in the urine. When this is lost the resulting manure must necessarily be poor in potash, which is an important constituent for all crops, especially for leafy crops. At the Central Farm we have a liquid tight gutter behind the animals, both horses and cows, and we use plenty of litter, we therefore minimize the loss of the liquid portion of the manure. The large percentage of potash in the Experimental Farm manure is due, I believe, to the fact that there has been greater care in the preservation of the urine.

*By the Chairman :*

Q. You think it is in the liquid part that the potash is ?

A. Yes, in addition to that all the available nitrogen is present in the urine. It readily ferments giving rise to ammonia which may then be further converted into nitrates. These compounds, as we have already stated, are of the greatest value as plant food.

### PROTECTED MANURE.

Now, I shall speak first in regard to the manure which was protected or preserved in the weather-tight shed. We began the experiment with 8,000 pounds. At the end of one month the weight of the protected or inside manure was reduced to 5,006 pounds. The total nitrogen in the 8,000 pounds of fresh manure amounted to 48 pounds, in round numbers. At the end of one month there were 42 pounds, showing a loss of 6 pounds, which is equivalent to a loss of 13 per cent of the amount of nitrogen originally present. There was no loss in potash or phosphoric acid. There was, however, a very marked increase in the percentage of assimilable phosphoric acid, that is to say, phosphoric acid soluble in this one per cent of citric acid solution. In the fresh manure we found approximately 25 pounds of phosphoric acid, and of that 15 pounds were immediately assimilable. At the end of one month analysis showed that there was no loss of phosphoric acid; there were still 25 pounds, but instead of 15 pounds being available there were 22 pounds of it available, so that the fermentation during the first month had acted beneficially in the conversion of this phosphoric acid from an insoluble form into a form which was available for plants. This corresponds to an increase of 24 per cent in the availability of the phosphoric acid originally present. We found that in the 8,000



pounds of fresh manure at the beginning of the experiment there were 61 pounds of potash, of which between 54 and 55 pounds were immediately assimilable. At the end of one month analysis showed that there has been no loss of potash; indeed, slightly higher numbers were obtained. It does not appear that fermentation had any marked effect upon the solubility of the potash in the manure. These facts, which are now first brought to light, are of great importance because they point out that as regards the potash in the manure we cannot hope for any beneficial action from fermentation, but we may rather expect, especially in faulty methods of preservation, a loss, because potash is an exceedingly soluble constituent and apt to leach away. A remarkable feature in this connection, and one worthy of note, is the very large proportion of potash in fresh manure which is soluble and available. There were practically 55 pounds out of 60 pounds immediately assimilable.

#### THE FUNCTIONS AND VALUE OF HUMUS.

The loss in organic matter during the first month amounted to 500 pounds. That is an important matter. There were in the neighbourhood of 1,940 pounds to begin with, and at the end of one month there were 1,440 pounds of organic matter. I am not speaking of the decrease in total weight, but of the decrease in the amount of organic or vegetable matter contained in the manure. Organic matter in barn-yard manure undoubtedly has several most valuable functions. It is by the rotting of this organic matter that humus is formed, a term applied to the semi-decayed, partially decomposed vegetable matter and is that which constitutes the black material in fertile and all productive soils. We find that fertile virgin soils almost invariably contain a large percentage of humus. We can consider this question of humus from two points of view, the chemical and the mechanical. In the chemical we find that it is a storehouse of nitrogen. It is the natural guardian of nitrogen. Soils rich in humus are rich in nitrogen; those poor in humus are as a rule poor in nitrogen. Then, again, it has recently been discovered from experiments carried on abroad, that it is from the phosphoric acid and potash of the soil combined with the humus that the plant rootlets absorb these mineral constituents. The decomposition of humus acts beneficially in liberating soil plant food. But there are equally important mechanical functions of humus. It holds and retains moisture; it also opens up heavy soils and binds the lighter or sandy soils. Consequently, we can see that the presence of humus is of great importance and it is generally to the advantage of the farmer to increase the percentage of humus in his soil. Further, this humus or semi-decomposed organic matter is the material which furnishes food for the germs in the soil, which germs or microbes do a vast amount of exceedingly valuable work in preparing food for crops. It is therefore a most valuable constituent for all classes of soils. It is the storehouse of nitrogen. It furnishes food for bacterial life in the soil, so necessary for the conversion of plant food from its locked-up stores into assimilable forms. It regulates the moisture and heat of the soil and it is from their combination with humus that phosphoric acid and potash are taken up by plants. We see, therefore, the great value of humus in soils. We should guard against excessive loss of organic matter from fermentation, for I am convinced that a considerable part of the benefit derived from manure is due to the humus it supplies.

The samples of the manures taken for analysis at the end of the second month were, unfortunately, lost in the fire that nearly destroyed the laboratory. We cannot, therefore, give analytical data of the manures at the end of the second month. But we can discuss their nature at the end of the third month. The total weight of

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the protected manure had, by this time, been reduced to 2,980 pounds, the organic matter to 879 pounds. In other words, the rotting for three months under cover had reduced the total weight 63 per cent. During the first month rotting under cover had resulted in a loss of 26 per cent of organic matter. By the end of three months the loss amounted to 55 per cent of organic matter. That is to say, the rotting of the manure for three months resulted in a loss of something over one-half of the organic matter. This rotting or fermentation is brought about by the agency of germs or microbes, and it was due to their development, since they feed upon organic matter, that this loss occurs.

The original amount of nitrogen was .48 pounds; in the course of three months fermentation had reduced it to  $39\frac{1}{2}$  pounds, showing a loss equal to about 18 per cent of the total nitrogen. Practically we might say that the rotting, under these circumstances (protected from the weather) had resulted, during three months, in a loss of from 15 to 20 per cent of the nitrogen.

With the mineral constituents the case was different. The phosphoric acid and the potash practically remained stationary from the close of the first month. That is, there was no further percentage of phosphoric acid rendered available and the "totals" remained unchanged. Passing on now to the end of six months, we find the total weight had been reduced to 2,308 pounds, a further reduction of about 10 per cent during that second period of three months. The organic matter was reduced to 803 pounds, this indicates a total loss of 59 per cent of the original organic matter since the beginning of the experiment.

At the end of nine months the total weight had become 2,224 pounds, showing a further reduction during the third period of 3 per cent only. The organic matter weighed now 760 pounds, representing a loss of 61 per cent of the organic matter originally present, or a loss of 2 per cent during the third period of three months. The nitrogen now amounted to  $36\frac{1}{2}$  pounds, indicating a total loss of 24 per cent during the nine months that fermentation had taken place. It also indicates that a further loss of 6 per cent of nitrogen had occurred during these last three months.

*By Mr. Stenson :*

Q. You say that at the end of three months there was a loss in the protected manure of 55 per cent of organic matter and a loss of 20 per cent of nitrogen. Now, what would be the loss, taking it altogether, of the value of that manure?

A. Yes. We can ascribe to these elements the price that we must pay if we have to purchase them in the form of commercial fertilizers, 10 to 14 cents per pound for nitrogen. From these data we can calculate the value of the loss in dollars and cents which has disappeared through the fermentation. Though the organic matter, as I have shown, is valuable, we cannot ascribe to it any market price. In regard to phosphoric acid and potash this method does not lead to any loss whatever. During the first months of fermentation there is a conversion of part of the phosphoric acid from the soluble to the insoluble form, but we do not observe any loss in these elements.

Q. No loss in these, but there is so much loss in organic matter. At the end of three months you reduce the weight of the organic matter by 55 per cent. That would be 50 per cent of the whole weight, would it not?

A. Yes, somewhat more, but I cannot ascribe any commercial value to humus. It is not a marketable or purchaseable commodity though of great agricultural value, but in regard to nitrogen we can easily estimate the value of the loss in dollars and cents.

Q. If you have lost 50 per cent of the weight of this protected manure, has it lost 50 per cent of its value?

A. No, we have all the phosphoric acid and potash practically present in the original manure. Then, again, we did not lose 50 per cent of the nitrogen. This was reduced from 48 to 38 pounds, in round numbers. At the end of 12 months there was only 25 per cent of the original weight, but nevertheless that 25 per cent contained all the phosphoric acid and potash originally there and it contained  $37\frac{1}{2}$  pounds of nitrogen out of 48 pounds originally present, so that we lost during the whole year practically  $10\frac{1}{2}$  pounds of nitrogen by the process of fermenting. Ten and a half pounds, if you like to value it at 10 cents a pound, would amount, say, to a dollar. Against that you would have to put the greater availability of the phosphoric acid, the conversion of the vegetable matter into humus, and the smaller quantity which you would have to cart out to the field necessitating less labour and expense of handling. These would have to be regarded as offsets against the loss of nitrogen which has been dissipated in the process of fermenting. At the end of 12 months the total weight was 2,185 pounds, a further reduction during the fourth three months of less than one-half per cent on the original weight. The weights of organic matter, nitrogen, phosphoric acid and potash were all very similar to those at the end of nine months.

I will just summarize in a few words the more important facts brought out by this experiment. You will bear in mind that I am giving you merely the outline of a large amount of data we have on this subject.

The first deduction is that fermentation during the first two months serves to render available a comparatively large amount of the phosphoric acid. It increases the percentage of immediately available phosphoric acid about 20 per cent.

The second deduction is that 90 per cent of the potash in fresh manure appears to be available and that subsequent fermentation does not seem to increase to any extent the amount or proportion so available. In respect to this constituent there is nothing gained by rotting manure.

Third: That by this means of preservation (under cover) there is practically no loss of phosphoric acid or potash.

Fourth: There is a large loss of organic matter, more especially during the first months of rotting, 1,938 pounds of organic matter becoming reduced to 1,446 pounds in one month, to 879 in three months, to 800 in six months, and to 760 in nine months.

Fifth: The loss of nitrogen amounts to 13 per cent of the total during the first month, to 16 per cent during the first three months, and there was very little loss in nitrogen after this date.

Sixth: The maximum benefit from rotting manure can be obtained in two or three months.

*By Mr. Richardson:*

Q. How did you obtain your samples for weighing? Did you weigh the whole thing?

A. We weighed the whole mass.

Q. Did you turn it when you weighed it?

A. Yes.

Q. That would make a great difference?

A. We turned it 12 times during the whole investigation—once at each weighing and sampling.

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Q. That alters the value of the test altogether ?

A. We have another test, the results of which I shall give you, in which the whole mass was left unturned. The object of this investigation was to trace up, month by month, these constituents and also to ascertain the condition in which they existed.

Q. Yes, but the difference between manure turned twelve times in the year and manure left lying in a covered shed for twelve months would be very great ?

A. It would be, certainly.

Respecting nitrogen our results showed that during the first month we lost 13 per cent of the nitrogen present, and this percentage of loss was increased to 16 per cent during the first three months and that there was very little loss of nitrogen after this date. We cannot say from looking at all this that there is any benefit to be derived from fermenting manure more than two or three months. The changes that took place, took place during that period and there is no object to be attained, at least I cannot gather from our data, that there is any object to be attained in fermenting manure for a longer period.

### “ EXPOSED ” OR “ OUTSIDE ” MANURE.

Now, I wish to bring briefly before you data of an analogous character respecting the manure exposed in an outside open box or bin, the flooring and sides of which were practically water-tight. At the end of one month this exposed manure had been reduced from 8,000 pounds to 5,113 pounds. The organic matter was reduced from 1,938 pounds to 1,093 pounds. The loss of organic matter in the covered manure you will remember amounted practically to 500 pounds during the first month or 26 per cent of the original amount contained. The loss of organic matter in this exposed sample was 845 pounds, equivalent to 45 per cent of the original amount during the same period. This is an important matter.

*By the Chairman :*

Q. The shrinkage was more rapid ?

A. There was a greater loss, both of organic matter and nitrogen. The total weight at the end of one month was greater in the case of the exposed manure than in the protected manure, but the shrinkage in value, the loss of organic matter was almost double, or as 26 is to 44. The greater weight is easily accounted for, from the fact that the exposed manure was subject to every rain that fell. We found the weights of the exposed manure at some weighings to be less than those the month before, and again in some months a great deal more. These fluctuations in weight were due largely to the amount of rain that fell during the preceding month and to the extent to which evaporation had gone on.

The amount of nitrogen was reduced from 48 to 36 pounds. In the case of the protected manure we found that the amount of nitrogen was reduced from 48 to 42 pounds. The loss of nitrogen in the exposed manure is equivalent to 25 per cent of the total nitrogen present, as against a loss of nitrogen in the protected manure equivalent to 13 per cent of the total nitrogen present. So that during the first month we notice that with the exposed manure there was practically double the loss in nitrogen and almost double the loss in organic matter, as compared with the loss in protected manure.

In phosphoric acid there were 25 pounds to start with; at the end of one month, according to our analysis, 20 pounds, in round numbers, of phosphoric acid were present. This shows a loss that must have resulted from leaching; in spite

of the fact that there was a practically liquid-tight floor, consisting of double board-laid crosswise. It is therefore evident that the flooring was absorbent. The rains falling upon the manure washed out the soluble portions of the manure, which were absorbed by the wood or leaked out between the boards. We cannot, therefore, consider a wooden floor as an absolute preventive to leaching from manure, and I came to the conclusion from this investigation that in order to prevent the loss of certain constituents it would be necessary to have a concrete or cement floor. Practically, as we saw, there were no losses in phosphoric acid or potash in the covered manure, but in the exposed manure during the first month between 15 and 20 per cent of the phosphoric acid disappeared. Consequently, we only have 12 pounds available of phosphoric acid in this exposed pen as against 22 pounds in the covered at the end of one month. Now it did not appear that after the first month there was any further loss, that is any appreciable loss, in this matter of phosphoric acid. It seemed as if this constituent remained pretty fairly constant after the first month. I account for that in this way. It would only be the phosphoric acid soluble in water that would be leached away. It was in the first month of rotting that this conversion from insoluble to soluble phosphoric acid largely took place, and it was this converted or soluble phosphoric acid that was leached away. Consequently, it was the more valuable portion of the phosphoric acid that was lost. The value of phosphoric acid in commercial fertilizers is dependent upon the form or combination in which it exists, insoluble phosphoric acid is only worth two cents per pound, but soluble phosphoric acid is worth six cents per pound. This loss of 20 per cent in this experiment does not represent the lower-price phosphoric acid, but represents that which was soluble and valuable as food for crops, and consequently worth six cents per pound. The amount of phosphoric acid rendered available is considerably less than in the covered manure, or if there had been as great a conversion the resulting soluble phosphoric acid had leached out.

While there was no loss of potash in keeping the manure under cover, there was a loss of 20 pounds, or 33 per cent, in the first month by leaching in the exposed manure. This is worthy of note—one-third of the potash lost by leaching during the first month's rotting, in spite of the fact that the flooring was thought to be practically water-tight.

At the end of three months the organic matter of this exposed manure was reduced to 790 pounds. This is equivalent to a loss of 60 per cent of the organic matter as against 55 per cent in the covered manure in the same period. The nitrogen during the first three months was reduced from 48 pounds to 34 pounds. This disappearance of 14 pounds is equivalent to a loss of about 29 per cent of the total nitrogen present, as against a loss of 18 per cent during the same period in the covered manure. That is an important matter for nitrogen, as I have said, is the most costly element of manure, and I may therefore repeat that we find during the first three months, the time when fermentation is most active, there was a loss of 29 per cent in the exposed as against 18 per cent in the covered manure. At the end of six months the total weight was 4,124 pounds, that is, it was really 125 pounds heavier than at the end of three months. This increase is, of course, due to the added water from the rain. The organic matter amounted to 652 pounds, showing a reduction in six months of 1,286 pounds, stated otherwise 1,286 pounds of organic matter had been used up by micro-organisms or germs in the fermentation. This represents a loss of 66 per cent of the total organic matter originally present. For the same period in the covered manure we had a loss of 59 per cent, so there is a tendency to equalize the loss in the covered and exposed manures as fermentation advances. During the first three months there was almost double the loss of organic matter in the exposed as in

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the covered, 26 per cent in the covered, as against 44 per cent in the exposed manure.

At the end of twelve months the weight of organic matter was 607 pounds. That means a loss of 1,331 pounds of organic matter in the four tons of manure, which is equivalent, practically, to 70 per cent of the organic matter originally present. At the end of twelve months in the covered manure we find there had been a loss of 1,160 pounds, or practically 60 per cent of the original matter present, showing that taking it over the whole experimental period of one year there was a greater loss, by 10 per cent, in the organic matter in the exposed manure than in the manure that was covered. During the first six months the loss, as we have seen, was very much greater in the exposed manure.

The nitrogen during the twelve months' rotting was reduced from 48 pounds to 31 pounds. In the case of the protected manure the weight was reduced from 48 to 37½ pounds. This shows a loss in the exposed manure of 17 pounds, or about 36 per cent of the amount originally present, as against a loss of 10½ pounds in the covered, which is equivalent to 22 per cent during the same period. There is, therefore, the difference between 22 per cent and 36 per cent, or 14 per cent in favour of the covered manure in regard to this costly element. The phosphoric acid lost by leaching under the conditions observed was between 3 and 3½ pounds, or about 12 per cent of the total phosphoric acid. In available phosphoric acid there remained, at the expiration of twelve months, 16½ pounds as against 18½ in the covered manure. The loss, you see, although apparent is not considerable in the case of phosphoric acid. The most serious loss was in potash. During twelve months 24 pounds of potash were lost: it was reduced from 61 pounds to 37. These 24 pounds represent 40 per cent of the original potash which was lost by leaching, and this in spite of the fact that the bin was well constructed.

*By the Chairman :*

Q. Would a concrete bin have avoided that ?

A. I think so ; it would have been non-absorbent. I do not think it is possible to preserve manure under such conditions as we did, that is to say, with a board floor, without loss in potash.

*By Mr. Rutherford :*

Q. The location of the samples would affect the result. Possibly a sample at the bottom of the bin would contain more potash than at the top ?

A. It would. We took a great deal of pains to well mix the whole mass before sampling, but we recognize that there were almost insurmountable difficulties in getting a truly representative sample. Manure is an exceedingly complex material. It consists of litter, solid and liquid matter, and to obtain a sample for analysis which would thoroughly represent the mass of eight tons is a matter which requires a large amount of labour, and with the precautions that were taken, I can only hope that we came somewhat near the truth. The figures contained in our tables of data do not all fall into line, because of the fact that we have multiplied the percentages into the weights obtained, month by month, in order to ascertain the total amounts of the constituents present. You can readily understand that a small error in the analysis, or in the weighing of these manures, would result in a considerable error when calculated on the whole mass; but nevertheless the whole of the work has been done, I am assured, with sufficient care and the figures are such that I have no doubt the general results are correct. But the difficulty in thoroughly sampling the manure, the unavoidable though slight errors of analysis and any small inaccuracies in the weighings would necessarily affect these resultant

figures somewhat. This is only what might be expected. The general trend of the results, however, is so apparent that one cannot miss seeing the conclusions that are to be drawn.

*By Mr. McLennan :*

Q. Some farmers are in the habit of laying a flooring in their manure sheds of earth and muck in order to retain this liquid manure. What would the value of that be as a fertilizer ?

A. It would be very rich indeed. The use of peat or dry muck I have advocated for this purpose for years. It is an excellent absorbent and holds in a way that does not allow of dissipation these fertilizing constituents, more especially the soluble nitrogen and potash of the manure.

*By Mr. Stenson :*

Q. In what way do you look upon sawdust as an absorbent ?

A. Dry sawdust is an excellent absorbent. It is rather a dangerous material however in the manure pile on account of it being porous. It is difficult without taking special precautions to check the fermentation of such manure. It is well recognized, that although we wish to induce fermentation in order to render valuable certain elements of plant food, yet we wish to have that fermentation well under control, because excessive fermentation leads to the dissipation of valuable constituents (organic matter and nitrogen), and there is difficulty in doing so when you use sawdust. Unless the manure is kept compact so as to exclude the air and unless it is kept moist, it being very porous, the air permeates the whole mass and fermentation is so excessive that the greater part of the nitrogen disappears as ammonia. It is a better absorbent therefore for cow manure than for horse manure.

Q. Is the introduction of sawdust itself into the soil beneficial ?

A. That all depends on the character of the soil. If it were a heavy clay soil I should imagine that it might be beneficial, but I would not advise the application of sawdust manure to a light sandy soil.

#### FERMENTATION OF MANURE WITH AND WITHOUT GYPSUM.

The second series of investigations in this matter of preservation were also with horse and cow manure mixed in equal proportions. Three tons were allowed to ferment *per se*, without the addition of any preservative and an equal weight of the same manure was mixed with gypsum or plaster Paris at the rate of 50 pounds per ton. Both of these lots were fermented inside a small building which I have illustrated in a photograph (now exhibited) and exactly under the same conditions of moisture and temperature. These manures were put in separate bins in this covered shed on the 15th July, 1897, and they were allowed to remain untouched, that is, they were not stirred or disturbed until the 15th November of the same year, when they were weighed and samples taken for analysis. I should mention, however, that from time to time these manures were moistened, because we thought that there would be less loss of nitrogen if the fermentation were checked by the presence of moisture, but as we moistened, as far as was practicable, both lots of manure alike, the conditions of both were similar. The object of this experiment was to ascertain if the presence of gypsum prevented the loss of nitrogen which, as we have seen, resulted when manure was preserved under cover as well as that exposed in an open bin or box. We wished to learn if the gypsum would prevent this escape of nitrogen as ammonia—the chief form in which nitrogen is lost from

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fermenting manure. By the action of gypsum or sulphate of lime the ammonia, or rather carbonate of ammonia, is converted into a non-volatile form known as sulphate of ammonia, and although the amount of nitrogen present as ammonia is not large we wished to learn if we could prevent its loss by the presence of gypsum. Omitting many of the analytical details, which will be published later on, we may to-day compare results.

In regard to organic matter there were in each experiment 1,470 pounds originally present. In that fermented or rotted with gypsum, at the rate of 50 pounds per ton, we find at the end of the experiment that there were 728 pounds. The difference, 742 pounds, had disappeared during the four months. This manure had not been disturbed or turned. The manure without the gypsum contained at the end of that period 680 pounds, so that there was a difference of about 50 pounds in favour of the manure fermented in the presence of gypsum. The fermentation had not been quite so excessive in regard to the destruction of the organic matter. Whether this was altogether due to the presence of gypsum I am not at this moment prepared to state, because it may be possible that it was partly due to the presence of more water and the greater exclusion of air. The amount of moisture present has very much to do with the degree of fermentation which follows. Passing on to the consideration of the nitrogen we notice that there were 34½ pounds in each lot as originally experimented with, each lot consisting of three tons of mixed manure. At the end of the experimental period, that with gypsum contained 31·6 and that without gypsum contained 31·4 pounds. The loss in each case was practically the same. This experiment, therefore, did not show that under the conditions of this investigation that there was any fixation of the nitrogen by the gypsum. The loss, however, was very small—only one pound nitrogen per ton of manure—and I am of the opinion that the plan was such that it was sufficiently effective without the addition of gypsum. There was very little loss by this method, which briefly I may point out was as follows:—We put the manure in a bin, under cover, made it as compact as possible and kept it damp. Under these conditions we found the loss in nitrogen with and without gypsum practically identical.

*By the Chairman :*

Q. In other words, gypsum was no benefit?

A. Under the conditions of our experiment it apparently had no effect.

With regard to phosphoric acid we found that the available phosphoric acid had been increased from 12·6 pounds to 18·6 pounds with gypsum and that without gypsum to 17 pounds. These figures are so close that I do not attribute the difference in favour of the former to the presence of gypsum.

We may now discuss the amounts and condition of the potash present, with and without gypsum. We began with 60 pounds of total potash in each lot. At the close of the experiment that fermented with gypsum contained 55½ pounds, and that without gypsum 57 pounds. Here again the difference is so small that we may say there is practically the same quantity in each lot. The presence of gypsum probably had little if any influence upon the potash contained. We did not expect it would have, but the point to be remembered in this matter, is, that there was a loss of about 14 pounds of potash from each of these manures, namely, from the three tons which were fermented under cover. I account for that loss in this way:—From time to time we watered the manures in order to keep them moist, and there can be no doubt that the continual moistening of this manure from the top had the tendency to leach out a proportion of the potash which was gradually absorbed by the flooring or passed away through the cracks between the floor boards. Potash



is so easily soluble that we thus lost 14 pounds out of 70. I am going to continue this investigation of the preservation of the manure, altering the conditions somewhat in order to ascertain if their loss can be avoided.

Speaking of losses from leaching of manure, I have some photographs here taken on a farm not far from this city. The farmer has drawn a large amount of manure and stacked it in his yard, making a pile six or seven feet high. In front of it there was a pool, or small lake, in fact, on which one might float a rowboat. The loss from this treatment of manure or lack of care must have been excessive. (Photograph exhibited.) The greater part of the potash, instead of being in the manure was in this pond, and a considerable proportion of the soluble nitrogen also. That pond consisted entirely of the drainage or leachings formed by rain that has fallen on the manure. It sank into the ground and the farmer never recovered it.

*By Mr. Stenson :*

Q. Am I correct in stating that green manure is more valuable than rotted except on very light soils, that is general results?

A. Yes, on heavy soils I should advocate the use of green manure and should advise getting it into the soil at once, more especially if the farmer has no means of protecting it during fermentation.

Q. And loses less of its fertilizing elements under cover than when rotted in the open air?

A. Yes.

Q. What is the value of clover ploughed under, compared with the application of green barn-yard manure of equal weight? Suppose there is a crop of clover on the land and you plough it in, what is the value of that as a fertilizer, compared with an equal weight of barn-yard manure?

A. That is a very important question. It is necessary to understand what that question involves. In the first place, the clover has taken from the soil phosphoric acid and potash. Its nitrogen, for the most part, we may suppose it has taken from the atmosphere. There is a clear gain, therefore, as regards this nitrogen. Now, the nitrogen in a clover crop over an acre would be equal to the nitrogen contained in from 10 to 15 tons of good average barn-yard manure. That 10 or 15 tons of manure would, however, contain, in addition to nitrogen, a certain quantity of phosphoric acid and potash, which would be a distinct gain to the soil, whereas in ploughing down clover we are only adding, as regards these two latter constituents, what we have already taken from the soil. An important point to remember in this connection is that we must consider of value any method or plan which converts material from a less soluble to a more soluble form. The clover during its growth has not added to the soil's store of mineral elements, but it has appropriated phosphoric acid and potash from the earth. Now, by the rotting of the clover in the soil this phosphoric acid and potash are liberated in more soluble forms, so that they can readily be used by succeeding grain crops. The clover, therefore, has done a considerable amount of valuable work in this process of conversion, but it is difficult to give you the corresponding value of this work in dollars and cents. But if you were to ask me about the matter of nitrogen, we could say that there we have a distinct and clear gain, because clover takes its nitrogen largely from the atmosphere and consequently is a gift, as it were.

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*By Mr. Stenson :*

Q. Is there not another advantage in connection with clover by reason of the roots going deeply into the ground and taking the matter from that portion of the soil which does not give this nourishment to the ordinary plant which goes less deeply into the ground?

A. Yes, it is a deep-rooted plant and undoubtedly brings up mineral matter from the lower layers of the soil and the sub-soil. Large amounts comparatively of mineral food may thus be obtained. The rotting of these roots in the upper layers of the soil increases the fertility of the surface soil.

*By Mr. Rutherford :*

Q. I think the experiments we have had explained to us here are very valuable in their way, but it seems to me from a practical point of view that they lack. If ordinary manure with the same proportion of liquid in it as that which formed the subject of this experiment were put in a covered shed and left there a great deal of it would burn from want of moisture. There is no farmer who can turn his manure once a month, or even less frequently, than that; manure kept under cover and kept dry almost invariably burns. What would be the proportion of these various ingredients in manure that had been heated and burned?

A. A great portion of its nitrogen and organic matter would be lost.

Mr. CHAIRMAN:—I suppose this manure having no moisture added to it, would be what you call fire-fanged?

Mr. RUTHERFORD:—Not the manure which he dealt with. If you turn your manure you prevent it burning.

*By the Chairman :*

Q. Did the fermentation occur uniformly throughout the mass?

A. Long before we closed the experiments all fermentation had ceased and the whole of the material was homogenous and dry to the touch, so that it crumbled easily; it was not absolutely dry however, because it contained a fair percentage of water. The percentage of water was reduced from 68 to 40 per cent. It lost 20 per cent of the water during the whole year, gradually becoming dry until in October of the year in which the manure was put in, the percentage had fallen to 42 per cent, after which it dried out very little. I take it that the matter of turning it in the way we did it really had the effect of drying it and arresting the fermentation.

Mr. RUTHERFORD:—You can take manure treated as you treated it and it will be perfectly dry, it may be black almost like rich soil, rich in colour, but if you keep manure dry with just moisture in it to start the fermentation process it will fang and then it turns white and there is no strength in it. That would be what would happen to the ordinary farmer's manure if he put it in a shed and left it there.

Mr. CHAIRMAN:—That was on account of the mechanical condition. Every practical farmer knows that horse manure will fang in a pile, but if it is spread in a shed where cattle are tramping steadily and mixed with cattle manure and they tramp it over, the mechanical condition is that it is compacted and it prevents fire-fanging.

Mr. RUTHERFORD:—You are introducing another feature altogether.

Mr. CHAIRMAN:—We are speaking about it as it is on the farm. In addition to that the farmer who deals with box farming for his cattle has manure which is perfectly compact, and any practical man will tell you that it does not heat but is kept moist.

Mr. RUTHERFORD:—That is not what I am referring to at all. I am speaking of a shed in which the manure is put and left and where no cattle go.

Mr. SHUTT:—It must be kept compact, because the presence of air throughout the mass, if the right degree of moisture be present, causes fermentation which must be held in check. The first principles require that the mass should be kept compact so as to prevent the air from too freely permeating the mass of it.

Q. In Manitoba we find it almost impossible to get manure rotted. Mr. Bedford, on the Experimental Farm at Brandon, finds it necessary to put layers of snow on his manure in the winter time to get it rotted. It is not moist enough. In the summer time if it is left outside very often in a dry season you have the same difficulty.

A. We have to intelligently apply certain principles, and a plan that is suitable here might not be suitable in British Columbia or in the North-west, and what is the best plan for the former might not be the best for the latter.

In connection with the question of manuring by means of the clover crop, which we have been discussing, it is important that I should refer to the large addition to the soil of organic matter, which subsequently forms humus in the soil. Humus is a valuable constituent of soils and must be present in generous amounts before a soil will give its maximum product. This organic matter is entirely derived by the clover crop from the atmosphere.

#### SOIL INOCULATION FOR THE GROWTH OF CLOVERS.

You will remember, gentlemen, that in the annual reports of the Chemical Division for the last two years we have given some results as to the fertilizing constituents in clover, advocating the growth of clover with the grains, this clover to be subsequently ploughed under, thus enriching the soil in nitrogen and in assimilable forms of plant food. The reason we advocated the employment of clover for green manuring is because clover belongs to a botanical family known as the Legumes, which solely have this property of appropriating or assimilating the free nitrogen of the atmosphere, building it up into their tissues. By subsequently ploughing under the crop we can utilize that nitrogen for the permanent enrichment of the soil. Further experiments have shown that such plants as clover, pease, beans, and so forth, do not appropriate this atmospheric nitrogen by means of their leaves, but by micro-organisms or germs, or bacteria which exist in nodules which reside on their roots or rootlets. The growth of these bacteria in these nodules helps the clover plant to absorb the nitrogen which exists in the air between the particles of the soil. That fact having been proved, it occurred to the practical mind of the German scientist that these germs might be used in the practice of every-day agriculture. The first work done was to take the soil from a field which had grown clover and spread it over a field in which it was wished to foster the more vigorous growth of clover. That, of course, was soil inoculation, because the clover field contained in large numbers bacteria or germs. These when introduced into the field experimented upon, at once took hold of the clover plants and assisted them in this matter of nitrogen appropriation.

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By Mr. Rutherford :

Q. Has Mr. Bedford, the Superintendent of the Experimental Farm at Brandon, Manitoba, had an opportunity of trying this ?

A. Not yet.

Q. Because there is an impression among some people in Minnesota and Manitoba that it is owing to the absence of those microbes that clover will not grow, and not owing to the winter ?

A. In Germany on sandy soils upon which hitherto farmers were unable to grow clover, they have by inoculating the soil induced clover to grow. This method of soil inoculation is costly and cumbersome, and it therefore occurred to a German firm to prepare a pure culture from a soil which contained these germs, and to sell that culture in a transportable form so that the material could be readily and easily applied wherever desired. In these bottles, one of which I hold in my hand, we have this Nitragin—the name given to the culture of bacteria which exist, as I have said, in the nodules on the roots of the legumes. The firm referred to has prepared Nitragins from horse beans, clover, pease and beans, and other leguminous plants, so that there are now for sale 17 different cultures, or Nitragins from the various germs and which can be used to promote the growth of the members of the leguminous family. Last year I procured several of these Nitragins and experiments were made with them to ascertain their effect. These experiments were carried on in specially constructed pots. I tried four different cultures, but in two of them, the Alfalfa and the Vetches, the growth was so poor I did not complete the work. The results might have been misleading. But with the clover and the horse beans we concluded the investigation, the object of which was to ascertain if any increase of growth or assimilation of nitrogen resulted in the clover growing in soil inoculated with clover Nitragin as compared with clover growing in soil which had not received this material and consequently had not been so inoculated. Very briefly, our methods of treatment were these. Seed was sown in two pots of untreated soil. These constituted the check or blank pots. In two other pots the soil was moistened with a solution of the culture. That is the method known as soil inoculation. In two other pots clover seed was sown that had been soaked in a solution of the culture. That is the method known as seed inoculation. These are the two methods of inoculation advocated and it was desired to ascertain which of them was the more advantageous to follow. The results from these two plans as tried upon the continent have differed. The results of our experiments are tabulated in the annual report now in press. They are not extraordinary in character. We did not find that any very large differences in the assimilation of nitrogen occurred. But nevertheless we did find that there had been a certain beneficial effect both in the case of the soil inoculated experiments and in those in which the seed was inoculated. The photograph now exhibited shows this effect. The pots "D.D." were untreated; in the pots "E.E." the soil was inoculated, and in "F.F." the seed was inoculated. Pots "E.E." and "F.F." show more crop than "D.D." The same is true in the case of the horse beans. The same number of plants were grown in each of these pots. At the close of the experiment the plants were carefully taken up, weighed and analysed, and from the data so obtained we calculated the amounts of the various constituents (nitrogen, etc.) under these different methods of culture. We found in the case of the horse beans that there was a small but decided advantage from soil inoculation. The seed inoculation while not giving such marked results had nevertheless been beneficial in increasing growth. The weight of these products, which include stems and leaves and roots, are as fol-

lows:—In the case of the clovers, of which you have a photograph before you, in the untreated pots, the weight of the crop was 147 grammes. In the treated pots in which the soil was inoculated the weight was 163 grammes, and the weight of the crop where the seed was inoculated was 189 grammes. There was consequently a marked increase in the total weight of the crop in which the plants had been treated with this culture of nitragin.

*By Mr. Sproule :*

Q. Then the soil inoculation seemed to be the best?

A. It did in the case of the horse beans. In the experiments with horse beans we found ten plants in the untreated pots weighed 127 grammes, in the soil inoculated the weight was 227 grammes, and in the seed inoculated the ten plants weighed 157 grammes.

*By Mr. Stenson :*

Q. Did you use the same amount of this nitragin for the soil as for the seed?

A. The nitragin was diluted with a certain volume of water and the seed was soaked in it for two hours, then taken out and allowed to drain. The seed was then mixed with dry sand and sown.

*By Mr. Rutherford :*

Q. Was the soil sterilized before you began?

A. No.

Q. Then it is possible you had some of this germ?

A. Yes. Our method was adopted in order to get a knowledge of the facts tried under conditions that would prevail on ordinary farms. I may add that we find it exceedingly difficult to get soil on the Central Farm that will not grow clover. If I were sure that there were large areas in Canada that would not grow clover I would undertake to sterilize soil and conduct experiments with it. In fact, we may do it this year, but these experiments, the results of which I have now been giving you, show that the nitragin assisted the clover in soils that we may suppose contain to some degree the clover germs.

*By the Chairman :*

Q. Will you try that on the branch farms?

A. Yes, we are sending out nitragin to them this year. The nitragin I have here in these bottles I intend to use in my experiments this year on the Central Farm. Other samples have gone forward to branch farms to be tried. These will be used on small plots, not in pots.

Q. In the North-west you will have the effects on the soil there and a report on the local conditions?

A. Yes, and the same at Nappan, N.S. These bottles of nitragin cost 80 cents apiece and they are said to contain sufficient to inoculate one acre. These data that I have brought before you, give you our results on this subject to date, though I have only stated them briefly and in outline. I am led to consider the method as one of much promise, and I purpose this year pursuing the subject further. The results of one year may be modified by those obtained in the future.

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*By Mr. Rutherford :*

Q. How is it in the case of foul weed seeds in barn-yard manure?

A. Of course, using green manure those seeds would grow. We may suppose that thorough rotting kills most of the weed seeds.

Q. Does the thorough rotting of manure kill most of those seeds?

A. I think it does. Thorough rotting of manure we may, at all events, safely say kills a large number of them, but I think before we can answer that question decisively we shall have to make some experiments.

Q. I think that would be a very valuable experiment.

A. It would, but it would require several experiments; seeds differ greatly with regard to vitality.

Q. Mustard seed and pennycress are weeds that are troubling us and if it were a certainty that the thorough rotting of manure would destroy the vitality of the seeds of these weeds it will be important for us to know it?

The CHAIRMAN :—Does your experience seem to justify a doubt?

Mr. RUTHERFORD :—Yes.

Mr. SHUTT :—It is so very hard to define what thorough rotting is. I am inclined to think, however, that rotting in which the temperature assumes a considerable height would destroy the vitality of a large number of weed seeds. Many seeds, however, are on the outside of the heap, and these would escape, and therefore rotting as usually carried on would not be an absolutely reliable plan for the destruction of all the weed seeds contained in the manure.

Having examined the preceding transcript of my evidence, I find it correct.

FRANK T. SHUTT,

*Chief Chemist, Dominion Experimental Farms.*

COMMITTEE ROOM NO. 46,  
HOUSE OF COMMONS,  
WEDNESDAY, 18th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

Mr. W. T. MACOUN, Horticulturist at the Central Experimental Farm, was present by request, and addressed the Committee as follows:—

Mr. Chairman and Gentlemen,—Although this is the first time that I have appeared, in an official capacity, before the Committee, I have been here several times with Dr. Saunders, assisting him in connection with the samples which he has brought before you, and have some idea of what is expected of me this morning on that account. I may say, as the Chairman has already remarked, that I was appointed horticulturist at the farm quite recently and the work which I have done since, in that branch of horticulture, of which Mr. Craig had charge, is not very great. With your permission, I shall refer, on this occasion, to the work we have done in connection with forest trees at the Central Farm and afterwards, if time permits, I shall be glad to go over that part of the horticultural work relating to fruits, vegetables and flowers, which has engaged our attention during the present spring.

#### TREE PLANTING AT THE CENTRAL EXPERIMENTAL FARM.

Ever since my connection with the farm I have thought that the subject of planting forest trees was one of the most important lines of experiment that could be pursued for the benefit of the farmer. We all know the condition of the farms in the more thickly settled parts of Ontario to-day. In early times when the settlers came in, there was an almost unlimited supply of forest trees. The farmers made their little clearings in the thick woods without any idea that some day the population would grow to the proportions it has attained to-day. The result was that the intervening forests disappeared as the clearings were widened, so that we now find, in many parts of the country, farms which have no forest clumps at all, while others have only a small portion of wooded land which is, as a rule, poorly kept. I may say that this work of planting trees was considered by the Director, when the experimental farm system was started, to be one of the most important features of work that the experimental farms could undertake. Following out this view, under his direction, forest belts were planted on two sides of the farm, one on the Northern and one on the Western side. These belts were planted with several objects in view, two of the principal being: First, that by the growth of the best kinds of timber trees we might be able to demonstrate to the farmers of Canada how quickly timber can be grown and the best methods by which to grow it; and second, it was thought that by having forests belts along the sides of the farm they would serve the purpose of wind breaks, thus affecting favourably the crops on the farm. The trees are not quite tall enough yet to show their influence in that respect, but we are in hopes that before long, judging from the experience of others, that the results will be very marked. The growth that the trees have made since they were planted is quite remarkable. I shall take up in detail the different species that have formed the basis of our experiments and state how they

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have succeeded. I would like first of all to explain that the soil on which these trees were planted was, for the most part, poor in quality. Those of you who have been over the farm know that the land, along the western boundary, especially, is low in the middle and that on one side the soil is sandy, while on the other it is gravelly. None of this soil was really suitable for the growth of agricultural crops. On the North side of the farm part of the soil was good clay loam, another portion was sandy, and yet another portion was black muck, so that you see we had all kinds of soil on which to test these trees, yet comparatively little space was used on which cereal crops could be grown successfully. These trees have been planted in different ways.

### METHODS OF PLANTING TREES.

It was thought that it would be profitable and interesting to try several methods so that it would be possible to tell the farmers which was thought the best. On the western boundary of the farm the trees are planted in clumps of a single species; for instance, we have a clump of white pine all growing together, the trees being planted 5 by 5 feet apart and 10 by 10 feet apart in different parts of the belt. The belt is 165 feet wide. We have nearly all the principal native timber trees growing in this way. On the northern side of the farm there are, in a belt 65 feet wide, many kinds of trees growing mixed together; that is, maples growing with pines, birch, larch, butternut, walnut, and other sorts; the object being to demonstrate the method of planting under which they would succeed best. The results have been very marked. For instance, it has been found that black walnut 5 by 5 feet apart is not close enough to kill out the sod. You all know that black walnut puts forth its leaves late in the spring and that they drop early in the autumn, so that the sod has a very good chance to form. Another reason is that black walnut is a very thin-foliaged tree and the light being allowed to get in, the grass grows.

*By the Chairman :*

Q. How many years' growth is that? (Referring to a sample of black walnut.)  
A. It is between ten and eleven years of age.

Q. You mean that the grass continues to grow?

A. Yes, the grass continues to grow. I may say that, with the average farmer, the principal question of importance is that of expense, and it is very necessary that any trees he may plant should be planted close together, because, after a few seasons' growth, he will not require the cultivator to go through and he may let them alone, whereas, if they are planted wide apart, our experience has been that we have had to use the cultivator for many years. Black walnut, planted for nine years, 10 feet apart, still requires to be cultivated, because otherwise sod is formed. This could be obviated in beginning a plantation, by mixing with the black walnut, thick-foliaged trees which will shade the ground; for instance, hard maple, which has thick foliage, and box elder, which is not a large tree in this part of the country, are suitable for this purpose. They can be cut out as soon as they have served their purpose. The seed of these thick-foliaged trees can be got by the million and could be planted with this object in view. I would like to give you an idea of some of the seedlings that are grown in the woods. I have here samples of box elder and hard maple to show you how easily they can be grown. Box elder does not grow in this part of the country naturally, but so many trees have been distributed by the nurserymen that seed can be got quite readily.



*By Mr. Martin :*

Q. Would you please tell us what system you would adopt for growing black walnut from seed?

A. The nut trees require a little different treatment from the other trees as regards their seeds. We have found that one of the best methods in growing black walnut seedlings is to mix the seed with moist sand in the autumn in a barrel, place the barrel outside, keep it there all winter and let its contents freeze. The result is that by spring the shell is cracked and the young seedling starts very soon. We have had them come above ground in a very short time. Another method is to plant the nuts before the permanent frost sets in, in the autumn, and when springtime comes almost the same result will follow, but if you are in a part of the country where squirrels are abundant they would be liable to take them out and you may have your work to do over again. We plant them in the spring two or three inches deep in the soil.

Q. Take spruce seeds for instance?

A. Seeds of evergreens require still another treatment. Pines, spruce, hemlock, cedar and tamarac all require a special treatment and the method which we have found best at the Central Farm is to prepare a bed of soil, very finely pulverized, sow the seed on the surface and rake it in. Then take laths and nail them together at right angles leaving a mesh of about one inch and a half so as to allow the free passage of air. These laths are then placed about one foot from the ground on pickets. This protection is necessary to prevent the young plants from damping off which they are liable to do during the first season's growth if left exposed to the full sunlight. It is absolutely necessary to do this to secure a full crop of young seedlings.

Q. When do you take off the burrs ?

A. It requires the action of the frost first to open the cones. If you want to collect them before this time, that is late in the autumn, subject them to heat to get out the seeds.

Q. Then how do you take the seeds off the cones ?

A. They shake right out.

*By the Chairman :*

Q. Would they not require to be gathered before the winter sets in; would they not shake naturally ?

A. Yes ; they have been falling since March.

Q. Not earlier ?

A. Not much earlier as a rule. Of course it would be safer to gather them earlier in the winter. If you do that, subject them, pines especially, to heat.

*By Mr. Martin :*

Q. I have been trying for some years to raise trees from cones, is there any fertilizing element or sexual factor in regard to it ?

A. No ; if you have good seed you are all right.

Q. Would you please explain over again your method of treating the seeds ?

A. Certainly. For instance, you collect seed during the winter and shake

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them out in the house and you have pure seed. Prepare your bed in the spring. Take the seed and sow them broadcast on the bed. Rake them in gently, as you do with any fine seed. Then take the laths, nail them together cross-wise at right angles so as to make a mesh of an inch or more square. Then rest this on pickets about one foot from the ground over the bed. This prevents the direct rays of the sun, keeps the soil moist and permits a free passage of air. There is always a slight moisture over the surface, and you will be surprised to find how quickly the seeds germinate. We have not grown many white pine from seeds, but we have had splendid success with Scotch pine and Norway spruce and the Bull pine of British Columbia. We have never had occasion to grow white pine yet, but I propose to try some experiments with the different kinds so as to find which of them germinate best under these conditions. I see no reason why the white pine should not do as well as the Scotch pine and Norway spruce. While on the subject of seeds, I do not see why every farmer should not have on his own place a nursery. By going out into the woods near by he could pick up young trees of elm, ash, maple, birch and pine. By planting them in rows, far enough apart so that the cultivator could go through, he would in another year have trees fit for the forest clump. He could also raise trees from seed. The ash, oak, maple, elm and birch seeds germinate very readily and they may be sown outside as soon as they are ripe.

*By Mr. Calvert :*

Q. What is the object of a forest clump, of which you are speaking ?

A. The idea is to grow these young trees and have them for stock. Of course these young trees would grow nicely in the forest plantation, but they would get more fibrous roots, become more stocky, and would not require so much after cultivation by growing them in a nursery for a year, whereas, if you put them out in a field in the condition they are taken from the woods they are more liable to get injured. I may say it is not advisable to use large trees for forest purposes. We have found young trees of from 12 to 18 inches in height the best size to plant. You see, when a tree is taken up, its root growth sustains a shock and the larger the tree the more the shock, so that in taking up a large evergreen, for example, it will take some years to recover, whereas a small seedling a foot high or so will grow rapidly. We have found that a white pine will make a growth of from 2 to 2½ feet in one year.

*By Mr. Sproule :*

Q. What is the best time of the year to plant them ?

A. Speaking from ten years' experience at the Farm at Ottawa it is best to plant evergreens early in the spring, before growth begins. They get well established then and start growth and make some progress from the first, whereas if you plant them later, growth is severely checked. A great many people recommend planting evergreens in June or July. That is very risky, because it is then usually very hot and the young roots will be more liable to be dried up.

*By Mr. Calvert :*

Q. What is the best season to trim them ?

A. Opinions differ also in regard to that. From now till July is, I think, the best time as during that time growth is being made and the wound will heal up quickly. Evergreens should not be pruned; there is rarely a necessity for pruning them, except for hedge purposes.

*By Mr. Martin :*

Q. What height should a hedge of spruce be ?

A. Young trees about one foot high are the best. The first year after planting they should all be made the same height. That would do for that year. Next season when the growth is nearly made, clip off about one-half of their growth, because in that way you make them throw out side branches and they get stocky right from the ground. The trouble with most people is that they let their trees grow for some years without trimming, and the result is that instead of developing side branches they grow straight up. The best method is to cut them back when young.

*By Mr. Rogers :*

Q. I thought they would not stand trimming ?

A. For hedge purposes it does not matter. It checks their growth, but for forest cultivation you want all the growth you can get.

*By Mr. Carscallen :*

Q. You would not recommend planting in the fall at all ?

A. If I had not time in the spring I would put them in in the fall. We have had good success planting in the fall and we have also had bad. In low ground the action of the frost has made them heave out and we have found them in spring raised out of the ground.

*By Mr. McMillan :*

Q. Did you find that they stood better close to the drains than far from them ?

A. This was not observed. The ground was porous there. They were in black muck. Trees heave more in that kind of soil.

*By Mr. Calvert :*

Q. What I had reference to, in speaking of trimming the trees, was ornamental trees. Is this the best season to do that ?

A. In my opinion this is the best season to do it.

*By Mr. Carscallen :*

Q. Between now and July ?

A. Yes, when the growth is going on ; after the growth ceases I would not like to do it, because you make a wound which does not heal up soon. If you cut the tree now you will have that wound partly healed up by autumn.

*By the Chairman :*

Q. I see the fruit men do not practice that way. They do this work in winter time ?

A. They work in the winter because they have more time then and that is a great consideration, but where a man has time it is best to do it at the proper season of the year. I have got a little off the general subject.

Q. It is at these "off places" that we get the light because it is at these that people's difficulties are?

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A. I was referring, when I diverged, to the necessity of planting thicker foliaged trees with black walnut, mixing with it box elder, birch and hard maple, which are all thickly-foliaged trees, and, of course, evergreens too. It depends greatly, however, on what you want to grow for timber purposes. If you want to grow a black walnut plantation the trees should be so mixed that the black walnut will take first place. The same rule applies to ash as to black walnut. We have found that although planted five feet apart where they have been growing for eight years the sod still forms. The cultivator was not put through recently because the branches are all interlaced, but the foliage is so thin that the sod still forms. If the sod grows the trees do not succeed well. By planting thick foliaged trees mixed with the ash better results would be obtained.

Q. Is the timber of the green ash as heavy as white ash ?

A. No, it is a softer wood than white ash. White and black ash are two of the best species. As regards the soils on which these trees grow, our experience has been that the black walnut does not succeed on all kinds of soils. We have it growing on a cold, compact sandy soil, on a gravelly soil, and on a clay loam, and it is doing best on the last; but that is not the best soil for black walnut. From the trees I have seen I would say that black walnut would do best on a deep, loamy and well drained soil. We have some trees in our nursery where the soil is better than in the forest belts and they have made wonderful growth. But in the forest belts they have not made satisfactory growth because the soil was not suitable.

*By Mr. Rogers :*

Q. Does the black walnut grow successfully in the colder parts of the country ?

A. Yes, for instance, Sir Henri Joly has some large walnut trees in his plantation near Quebec.

Q. Are they found in their natural state in the colder parts of the country ?

A. They are not found in their natural state. But we have found things from Japan and British Columbia which are not natural to this part of the country, but which will grow readily here the same as black walnut will.

*By Mr. Calvert :*

Q. Do you say that black walnut will not grow in this part of the country ?

A. It does not grow naturally.

Q. It seems to me that where I live we used to split it into rails ?

A. What part of the country is that ?

Q. Middlesex county ?

A. That is not this part of the country. It grows in western Ontario certainly. But I am speaking of eastern Ontario and the province of Quebec.

*By Mr. Broder :*

Q. I know some people who have planted one or two of these trees south of here on the St. Lawrence, and they are doing well ?

A. Sir Henri Joly could give you his experience which has been most successful. I do not know what the diameter of the trees is which he has grown,

but they are large. White pine we have found growing well on gravelly soil and on nearly pure sand and on clay loam, so that it grows on a diversity of soils. For that reason it is one of the most valuable trees for the farmer to grow, because if he has poor land, not available for ordinary crops, he can readily utilize it for this purpose. Scotch pine is another tree that grows readily on many kinds of soil. It is a faster grower than the white pine.

*By Mr. Carscallen :*

Q. What is Scotch pine ?

A. It is a European pine known to botanists as *Pinus sylvestris*, and is used a great deal in Germany and other countries. This is black cherry (exhibiting sample). We are growing it in our forest belts. They have not done very well, but I do not think they were healthy trees, because this tree when grown in the nursery did very well indeed. The paper birch and the yellow birch are two trees which should be grown on the farm mixed with other trees, because they grow on almost any kind of soil and are good trees to mix amongst the lighter foliaged sorts.

*By the Chairman :*

Q. This is the dark birch of commerce ?

A. Yes, this is the yellow birch.

*By Mr. McMillan :*

Q. Do they require a dark moist soil ?

A. The yellow birch grows in the swamps and in moist soil. The other grows on nearly every kind of soil. This is the sycamore (exhibiting sample), which does not grow naturally here. It grows in western Ontario, but it is hardy here.

*By the Chairman :*

Q. Does it make a better shade tree than the maple when grown separately ?

A. I have never seen any large trees of it here, but in western Ontario there are some fine specimens. This is the butternut (exhibiting sample), which grows on wetter soil than black walnut. It is doing much better on the same kind of soil than the black walnut.

I want those members of the Committee who come from the west to allow me to draw their attention to the Box Elder, which is grown so extensively in Manitoba and the North-west. It is a very hardy tree and of very rapid growth, but it is not a tree I would recommend for planting in this part of the country, except for cover purposes, that is, to protect more valuable trees in the early stages of their growth. Here is a sample showing the growth made in 10 years. Here is also a photograph taken at the Brandon Farm of an avenue of these trees there.

Q. Do they sow them right on the spot in the west or transplant them ?

A. Both right on the spot and by transplanting. Here we find where planting is carried on on a small scale it is better to plant young trees well and you are sure of quick returns.

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### SPACING TREES WHEN PLANTING.

Now, I want to refer to the principal reasons why trees should be planted close. A great many people have the idea because they see trees growing well in sod that they do best there and require no further attention than to be planted and allowed to grow. There are four or five reasons why trees should be planted close, which have been demonstrated very clearly at the farm. The first is that by planting close the farmers' expenses will be sooner lessened. From three to five feet apart each way would be a good distance. By planting this way the ground would soon be covered and no further care will be necessary until a number of years afterwards when you require to thin the trees so as to allow the better trees to get ahead of the others. The second reason is that by planting close the side branches of the trees are killed off because they do not get sufficient light for healthy growth. As you know, it is through their branches the trees draw much of their nourishment. By planting close the side branches are killed and the result is the trees are made to grow in an upward direction and the energy which would otherwise be expended in supplying the horizontal limbs is concentrated in the main trunk which by this means becomes tall and straight. This is one of the principal reasons why trees should be planted close. The third reason is that the branches will die quicker and timber will be formed free from knots. The branches begin from near the heart of the tree and the longer they live and the larger they become the more knotty will be the future timber, and unless the lower branches are killed the knot gets to be so large that the timber is injured, and to-day timber is not so valuable because our forests are being thinned and there are more knots in the timber. Here is a specimen of white pine which grew on the Central Farm in the open, that is, it was not crowded and it shows thick branches quite close to the ground. If planted three feet apart each way those branches would be cleared off in the early stages of its growth and clean timber would be formed.

The fourth reason why trees should be planted close is that it has the effect of making a more upward growth. The result is you get a long slim trunk, but very few branches, and the tree makes a far more rapid growth than it would otherwise. There is one more reason, and that is they are not so much injured by storms. We have found where they were planted ten feet apart that the leaders were destroyed by storms. The result is that the limbs are thrown out horizontally and you have not the tall straight trunk which is so desirable.

*By Mr. Martin :*

Q. Do you plant young trees always with the same side to the sun or to the north ?

A. We plant so many we never stop to consider that point. In planting a great many it is important to get them in in a short time, and we never stop to consider that. I do not think it important at all events.

*By Mr. Broder :*

Q. You never observed it?

A. No, we have never observed it. Here is a sample which shows the knot getting into the timber.

*By Mr. Cochrane :*

Q. Pine trees should be planted three feet apart, you say?

A. I would not plant pine trees alone three feet apart, but intermixed with other trees so that all would be three feet apart. I should plant box elder with them so they would kill the side branches of the pine and force the trees upward.

*By Mr. Calvert :*

Q. How would you do with shade trees?

A. I would plant them not less than 30 feet apart, and 40 feet would not be too much for large trees. I prefer 40 feet, and then, if thought best, other trees could be planted between them which could be removed later on. There is no doubt that the best avenues and streets are injured by planting the trees too close, and the result is that you have an avenue which is not at all beautiful. Any gentleman who has been at the farm will see in the elm avenue the advantage of planting trees forty feet apart. In a few years that will be one of the finest avenues in Canada because the trees have plenty of room. For shade purposes it is better to give them plenty of room.

*By Mr. Sproule :*

Q. For maple or for any tree?

A. Any tree. The trouble with most people is they want to make a show as soon as possible, to make a show in their lifetime, and the result is trees are planted too close, and the future generations suffer from it.

*By Mr. Broder :*

Q. Would you cut the top off the tree?

A. I would, in some cases, for shade trees, because they are more liable to live, as by doing this it counterbalances the injury to the roots when transplanting, but for forestry purposes it is better to plant them young and not trim them at the top. I will pass around a few photographs illustrating the subject. On the backs of them you will find explanations.

*By Mr. Talbot :*

Q. Did you lose many at the Central Farm of your ornamental or fruit trees, the winter before last?

A. No, we did not lose so many a year ago last winter as we did two years ago last winter. We lost, then, a good many apple trees.

Q. Can you tell the Committee how those trees were killed? Were they winter-killed or killed in the spring of the year?

A. Mr. Craig's opinion was, he being in charge of the orchard at that time, that the trees were injured because of the great lack of snow. You know that an apple tree is very near the limit of its hardiness here, and the result in this case that the frost was so severe that the roots were killed.

Q. At my place I lost a crab apple tree when there were two feet of snow about it. It was killed the same as the apple trees?

A. Was it killed at the root or the trunk? Mr. Craig took our trees out and made notes as to the causes and he found the injury was due to root killing. Your tree may have been killed by some other cause.

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*By Mr. MacLaren :*

Q. Have you had any trouble with mice eating around the trees?

A. Yes, we have had some trouble with our forest trees, some of which have been girdled by the mice. You can protect them by putting tar paper around the trees, but to do that would require a great deal of time.

Q. I find many hedges eaten by them?

A. The best way to protect them is by poisoning the mice.

*By Mr. Richardson :*

Q. What is the life of the box elder?

A. I would not like to rely on the box elder after it is about 30 years of age.

Q. Do you think the tree is good for that time?

A. I think the tree is good for that time.

*By Mr. MacLaren :*

Q. In the case of hedges, is there any system you would advise to protect them?

A. The best way to protect them, in my opinion, is to kill the mice. This is done by nailing two boards together at an angle and placing them close to the hedge, making a run for the mice. Under these place a mixture of 3 parts corn meal to 1 part arsenic. The mice eat this and die.

Mr. MARTIN :—In cases such as this with fruit trees we wash them with lime and use a mixture of Paris green. I found it a success. It killed them before they had eaten the tree.

*By Mr. Rutherford :*

Q. I noticed that the professor recommended the planting of box elder along with pine trees. I would like to ask him if the planting of deciduous trees with pine trees and other conifers is not detrimental to the latter. If deciduous trees get above the conifers is not the effect on the conifers very bad?

A. It is very injurious to the evergreens if another tree crowds them. We had a few cases in our forest belts where we did not cut out the stronger growing trees in time and the less vigorous trees were quite destroyed by the stronger-growing ones. That is a point that anyone planting trees must be very careful about. If you allow the leader to be smothered out by another tree the consequence would be the same as if you had used a knife or a storm had broken off the top, and the strength would be thrown into the side branches. Eventually, the tree would die if the others were not cut away. Pine and spruce suffer in this regard, pines more than spruce, and cedars least of all. In recommending that system of planting I did not mention at the time that it is also the practice when this is done to go through the plantation and with your hand or a brush hook cut off the top of the box elder. Then you will have the box elder throwing branches which crowd the pines on the side and which are then bound to grow right up. Another reason why these trees should be mixed is that insects which are injurious, sometimes are not so liable to multiply. Suppose they feed upon the white pine they would not be so liable to get from one pine to another as they would be if the whole plantation were composed of that species of tree. In that way you may save many trees.



*By Mr. Richardson :*

Q. Is it the box elder tree that is used so largely among the Mennonites in Manitoba?

A. I do not know that for certain, but I should say that it is. It is there that this tree is most largely used. We distributed a great many seedlings of this tree from the experimental farms in the west. There was a report recently that the poplars distributed by the farm out there were not hardy. As a result of that, Dr. Saunders wrote to some of the papers in Manitoba and the North-west Territories telling them that this was not true. In consequence, he heard from Mr. Bedford, who said that he had received 130 applications for poplars within a week from the time this contradiction was made.

*By Mr. Rutherford :*

Q. In regard to what has been brought out by Mr. Martin as to the transplanting of trees where there is a prevailing wind from one quarter, I suppose your attention has not been called to that particularly. It is a well known fact that where the prevailing storms are from one quarter the roots on that side of the tree become stronger than on the other side, and I should think that in transplanting trees of any of these species it would be an important matter to have the strong windward root turned to the prevailing wind?

A. The tree is so small when it is planted in the forest plantation that you could not tell which was the windward side.

Q. I quite understand your position on the farm, but when you get into a prairie country and transplant trees it would be well to keep that point in mind?

A. I am sure it would be.

*By Mr. Martin :*

Q. I find, if the trees are of any size at all, if in transplanting them you turned the north side to the south, the north side would be exposed to the fierce rays of the sun, whereas it had not been so exposed before transplanting. When you reverse the condition under which the tree has grown and expose the north side to the fierce rays of the sun, the tree will take some time to accommodate itself to this changed condition. I have always marked the north side by making a little slit in the bark, and planted it in the same way when transplanting.

Having examined the preceding transcript of my evidence, I find it correct.

W. T. MACOUN,

*Horticulturist, Central Experimental Farm.*

## Agriculture and Colonization.

COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS,  
WEDNESDAY, 18th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

Mr. A. G. GILBERT, Manager of the Poultry Branch at the Central Experimental Farm, was called and addressed the Committee as follows:—

Mr. Chairman and Gentlemen,—Allow me to express the pleasure I feel in again appearing before your Committee in response to your summons. As the time is limited I shall, with your permission, briefly glance over certain features of the work of the past year which has been along the line of feeding reduced rations and noting the effects, all with the view of instructing farmers in the way of obtaining eggs from their laying stock, during the winter season of high prices, at the least possible cost, a matter of no small import. Surely we have learned something during the past ten years, and I note some points, as follows:—

### TREATMENT OF FOWLS.

I must confess to you that I am tired of hearing people say that it does not require much knowledge, no great skill or effort to properly manage poultry in winter so as to obtain eggs from them during that period. As a matter of fact, the feeding of fowls so as to obtain eggs from them in winter is one of the exact sciences. It is so for the reason that what will cause the more active and nervous birds of the Mediterranean class, namely, Leghorns, Minorcas, Spanish and Andalusians to lay well will make the heavier and more phlegmatic Brahmas, Langshans and Cochins of the Asiatic class so fat that they will not lay at all. Again, past experience has proved that hens and pullets require different treatment. A pullet is a hen of less than twelve months of age. The rations which would cause the pullets to lay well would make the hens too fat to lay at all, or to lay eggs with thin or malformed shells. Experience has shown that if feed enough is not given to hens, or pullets, of any class, they will not lay; if fed too much, disaster follows. Experience has also proved that early chicks are desirable and that to have them very great skill is required in the treatment of the laying stock in winter so as to have early fertile eggs from fowls which have laid steadily from November and have been confined, meanwhile, to limited quarters. Where fowls do not lay in the winter months, but begin to do so in springtime, it is not so difficult. Poultry-keeping is one of the best paying branches of agriculture, but it is, at the same time, one of the most difficult to successfully prosecute in those portions of the country where the winter is more rigorous than others. The situation seems to be that where the climatic conditions make the procuring of eggs in winter a matter of skill, effort and good management, eggs are scarce because difficult to obtain, and are consequently high in price. Where the winters are mild and the layers can run out, where the obtaining of eggs requires less knowledge, less scientific treatment, if you like—in other words, where it is comparatively easy to obtain eggs they are cheaper, because easier to obtain. Poultry-raising to be successful requires the factors, skilful management, *i.e.*, scientific management, patience, perseverance and unceasing energy. It will be

at once seen, then, how important is experimental work along the lines of expert management, so as to secure cheap production without sacrifice of the health of the stock or lessening the output.

EXPERIMENTS WITH RATIONS.

Now, to glance briefly over the work of the past year. It has been noted, in previous years, that the feeding of three rations per day, namely, morning, noon and afternoon, appeared to be too fattening, and they were, in consequence, reduced to two in number, and were fed only at morning and evening. I will briefly describe to you the modified rations, when fed, and in what quantities. Previously we fed liberally of mash in the morning, with occasionally a ration of cut raw bones. The modified ration was fed in the following way:—Three mornings of the week, cut green bones. The raw or green bones were got from the butcher shop and were cut up by a bone-cutting machine. The other three or four mornings a warm mash was fed composed of shorts, ground oats, ground barley, ground rye, wheat bran, steamed lawn clippings or steamed clover hay, the latter cut into short lengths. The lawn clippings or clover hay were prepared by placing the quantity of either—thought sufficient—into a pot containing boiling water the night previous, and allowing it to steam all night. The mash was mixed with boiling water. Sometimes, for a change, boiled turnips or small potatoes, were mixed into the mash. No noon ration was given, but vegetables or roots were kept always before the fowls.

*By Mr. Broder :*

Q. What were those vegetables?

A. Mangels, chiefly, because they are the cheapest.

*By Mr. McGregor :*

Q. Cabbages do well?

A. Yes, but they are soon finished. The mangels come in well later in the season.

*By Mr. Broder :*

Q. You have a preference for mangels?

A. Yes, because they are cheap and healthful. Now, a most important point is the quantity in which to feed the different rations. We have found that cut green bone should be fed in the proportion of one pound to every 15 hens, and no more. The mash should be fed in quantities of one quart to every 20 or 25 hens.

*By Mr. McGregor :*

Q. Do you feed bone alone?

A. Yes, we feed that alone for a ration.

Q. Why have you done away with the noon meal, if you only give them bone in the mornings?

A. I will explain that, with your permission, a little later on. Permit me to say here that I know the rations will appear small, but you will not think so when I explain the reasons therefor. The afternoon meal was 20 pounds of wheat or buckwheat, sometimes oats mixed, for 204 fowls. We used, last winter, Manitoba frozen wheat. What I was aiming at was to incite the layers to greater

## Agriculture and Colonization.

activity and to secure as much variety in the rations as possible, in order to prevent the development of vicious propensities, such as egg-eating or feather-picking, and to avoid the laying of eggs with thin shells, or without shells, at the same time to have cheap rations.

### PROVIDING EXERCISE FOR FOWLS.

*By Mr. Broder :*

Q. Do you allow the fowls to scratch for this grain?

A. Yes, we throw it in the litter that is always on the floor. I may explain that one of the factors in the winter production of eggs is exercise, which we tried to induce in the following manner:—Immediately after the morning ration a few handfuls of grain were thrown in the litter on the floor of the pens, so as to start the hens busily searching for it. The aim was to keep the layers, for the remainder of the day, so busy searching for the scattered grain in the litter, that their crops would be gradually filled by the time they went to roost. This is certainly a more natural way than allowing the fowls to fill their crops with grain thrown on a bare floor, or into a trough. The afternoon grain ration was always fed early, so as to permit of the search being kept up. The object of the light morning ration will now be evident. Had the fowls been gorged by the early ration they would not have been inclined to exercise. Too much importance cannot be placed on the exercise part of the winter management. Following the mash and green bone in the quantity named, we fed lawn clippings, which were gathered in June or early July, cured and stored away. The steamed lawn clippings were fed about 10.30 or 11 a.m.

Q. Alone?

A. Yes; what we aimed at in the composition of all our winter rations was to utilize as much waste as possible. Last winter we utilized waste in three forms. As you are aware the butchers frequently give away or throw away the raw or green bones. Occasionally they are sold cheaply to soap makers or glue manufacturers. The lawn clippings are picked off the lawns after the mower has gone over them. Manitoba frozen wheat may not be a form of waste here, but it is in Manitoba. I have had letters from a number of farmers asking if Manitoba feed can be used for hen feed. I think I may be permitted to count the raw bones, lawn clippings and Manitoba frozen wheat as three forms of waste.

*By Mr. Henderson :*

Q. Would good wheat be better than frozen wheat?

A. The Manitoba frozen wheat we fed last winter answered the purpose just as well as any we ever used.

*By Mr. Broder :*

Q. What would it weigh?

A. I cannot say about the weight. We had a quantity of it on the farm. You can see that my aim was to make the rations as inexpensive as possible, and, in my opinion, a large part of the waste of a farm can be converted into eggs by feeding it to poultry.

*By Mr. Calvert :*

Q. Was that wheat shrunken ? What would it weigh per bushel ?

A. It was shrunken. I cannot tell you the weight; I am sorry I did not bring a sample with me. All I mean to say is that part of the food consumed was composed of this frozen Manitoba wheat. I am simply pointing out at present the effect of not feeding a heavy morning ration. Allow me to again explain that we threw a few handfuls of grain amongst the litter on the floor, after first ration, in order to start the hens searching for it. If the hens had been gorged at the morning ration they would not have been inclined for exercise, and, as I have said, exercise is one of the important factors in the winter production of eggs. By throwing a handful or two of grain in the litter on the floor, the hens which are not overfed, will begin to search for it and thus get exercise. One immediate result of the reduced feeding was that more vegetables were eaten and a great deal more grit in the shape of oyster shells, &c. Another result was a decided improvement in the health of the stock and an increase in the output of eggs. We reduced the quantity of food in the fall of 1896, by one-third, and got an output of nearly one-third more eggs, which all goes to prove that as a general rule overfeeding is not profitable. I find from my correspondence and speaking with farmers, that as a rule poultry are overfed in order to get eggs in winter. In fact I am safe in saying that most of the poultry in the country are overfed.

*By Mr. Henderson :*

Q. Don't you approve of feeding early in the morning ?

A. Yes, as early as the fowls can see to eat in the morning.

Q. I misunderstood. I thought you mentioned ten o'clock as the proper hour?

A. No ; that was in reference to the feeding of the lawn clippings.

*By Mr. Calvert :*

Q. The great majority of farmers simply feed their hens what they grow on the farms. What would you say would be the best kind of food under these circumstances ?

A. I would take the ground grains which grow on the farm and which farmers have most in abundance, and make a mash of them, mixing in clover hay.

*By Mr. Broder :*

Q. On the farms, hens have more liberty than at the Experimental Farm?

A. Yes. I am talking at present about winter laying in those portions of the country where an artificial life is led from November until March or April, and where the rations have to be as varied as possible, for we must not forget to supply material for making shell as well as the egg during the winter.

*By Mr. Calvert :*

Q. Would gravel or sand answer the purpose instead of oyster shells ?

A. Yes ; what is wanted is some kind of sharp grit ; broken shell is a good thing.

Q. The farmers cannot always get raw bones. Can you not suggest a substitute ?

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A. I have heard from farmers at Institute meetings that horse flesh is as good an egg-producing food as you can get if care is taken that it is sound. At a meeting in Glengarry a farmer told me that he fed sound horse flesh with great success, and sold his eggs in Montreal at 45 cents a dozen. As you are well aware, horse flesh is an article of diet on many of the bills of fare in the restaurants of Europe. I am of the opinion that many of the egg-producing patent foods, so liberally advertised, are composed of horse flesh. I am under the impression that some of the patent foods I have tried have been so composed.

*By Mr. Rogers :*

Q. Was it fed cooked or raw ?

A. I prefer to use it in cooked mash.

*By Mr. Broder :*

Q. The danger in feeding animal food is that you give them too much?

A. Yes ; if you supply it in the shape of prepared food the fowls will take more than is good for them if allowed.

Q. What about raw meat ?

A. If meat is given to fowls in limited quarters in winter a good plan is to hang a piece of raw meat up and let them help themselves. The supply, however, must be regular. Experience has shown that if there is an intermittent supply, it will lead to egg eating.

*By Mr. McGregor :*

Q. It creates an appetite ?

A. Yes. It creates such an appetite that if not always gratified, egg eating will follow.

*By Mr. Broder :*

Q. Would it not be well to give bone food with other food ?

A. Yes, there are different ways of doing so. But meat is one of the essentials in the winter production of eggs in the colder parts of Canada. We prefer giving cut bone because it supplies material for shell as well as the egg. Farmers who live in the neighbourhood of cities and towns and are close to the best markets for their products have opportunity to procure raw bones from the butchers, oyster shells, &c. They can really afford to get these things and not mind paying for them, because if the price of their food is a little higher they receive higher prices for their eggs.

*By Mr. Calvert :*

Q. I think you spoke of eggs having been sold for 45 cents a dozen. Do you mean to say that they sold at a higher price on account of being fed on horse flesh rather than upon ordinary food ?

A. I do not mean to say so, but the eggs were sold to a club in Montreal.

*By Mr. Richardson :*

Q. Would you think that a horse that had died and which had not been killed would be wholesome food ?

A. No; the animal should be healthy.

Q. It would be rather expensive, would it not, to kill horses for the purpose of feeding them to fowls ?

A. Old horses that are healthy are often sold very cheaply.

*By Mr. McMillan :*

Q. You said there were three factors in the winter production of eggs ?

A. The three important factors are feeding cut bone or meat and soft food in the shape of mash, vegetables or roots and plenty of exercise. Those are the great factors.

#### CHICKENS.

In the rearing of chickens we find that overfeeding is practised, in too many cases, and is generally attended with disastrous results. There were fewer rations given to our chickens last year than ever before with the result that there was a great deal less mortality. Those gentlemen who are conversant with the rearing of poultry well know that as a rule the mortality among chickens is very great, and in many cases is due to overfeeding. We hatched out 196 chickens last year, out of which number we lost five by crows and by ill-health only three, so that we raised 188 out of 196 chickens hatched. If these chickens had not been properly fed such a large percentage would not have attained their growth. I should add that the food was never allowed to turn sour and it was never fed in an improper state.

#### REARING OF CHICKENS.

Let us now see what development was made the result of having rations regularly fed; and not in excess. I mention these points because copies of my evidence will go abroad, and I am asked so frequently so many questions by farmers as to the proper rearing of chickens. Our first food to the newly hatched chickens is stale bread soaked in milk and squeezed dry, or dry bread crumbs. That is for the first day. A little at a time. Granulated oatmeal is added on the second or third day, or may be given on the first day.

*By Mr. McGregor :*

Q. Oatmeal dry ?

A. Oatmeal dry or mixed with bread crumbs, but oatmeal in some shape.

*By Mr. Semple :*

Q. What about egg for them ?

A. I believe that many chickens are lost from being over-fed on hard-boiled eggs. It is, however, beneficial to turkeys in limited quantity.

*By Mr. Calvert :*

Q. Young turkeys ?

A. Yes, young turkeys ; but in the case of chickens it is a mistake to give it to them. It is very liable when fed alone to cause acute indigestion which is followed by dysentery which generally kills the chickens. We have found the best feed to be stale bread soaked in milk and squeezed dry, enough for them to eat so heartily as to allow none to remain.

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Q. How often should you feed little chickens ?

A. About once every three hours or so. Perhaps when they are inclined to eat, but not in too great quantity. Then, after four or five days give a less expensive ration in the shape of a mash of corn meal (which on no account feed raw as in that shape it leads to fatal results). Mix with shorts or any of the ground grains, first cooking it well. I think boiled food for poultry is better than the opposite.

*By Mr. Rutherford :*

Q. You would scald it, and cover it up ?

A. Yes, in order to get it as well cooked as possible. More chickens die from acute indigestion caused by improper food than from any other cause. Feeding whole grain too soon is frequently attended by disastrous results. Grain or cracked corn may be fed at the end of 10 days with good results.

*By Mr. Calvert :*

Q. Is whey from the factory good ?

A. Yes, in small quantities. I would mix it up with the food. I prefer milk, but if whey is given I would mix it up with their food but in very small quantity. By not giving whole grain until 14 days we found that the chickens made better development. I have some notes here of the development made by different breeds. A Barred Plymouth Rock Cockerel made the most satisfactory development. It was hatched on the 11th of March, and when shipped on the 26th of October following, weighed 7 pounds 5 ounces, representing a development of one pound a month or a little over. Frequently I receive letters from farmers asking the names of breeds that will make rapid flesh development, and I have always recommended Plymouth Rocks for the reasons that they lay well in winter and are rapid flesh formers. We have never had any difficulty in having chickens of that breed weigh four pounds each, or eight pounds a pair, at the end of four months. I would just ask you to consider what improvement there would be in the quality of poultry furnished to the markets of our cities, if farmers would only keep poultry which would make such flesh development.

### CROSS BREEDING FOR DEFINITE PURPOSES.

*By Mr. Douglas :*

Q. Plymouth Rocks crossed with Light Brahma would be a good flesh cultivator ?

A. No doubt. But with some poultry raisers that is a moot question because the Brahma lacks in breast meat. It is a bird of a large bony frame which is very hard to get flesh on while it is growing. In crossing aim at a result. For instance, cross a bird with plenty breast with a bird that lacks in that respect. A Dorking crossed with a bird that lacks breast meat would answer very well. A Dorking-Plymouth Rock cross is a good one. A Light Brahma cockerel hatched on the 3rd of May weighed on November 2nd following, when it was shipped, 6 pounds 12 ounces, a very satisfactory increase.

*By Mr. Richardson :*

Q. You mean these birds were drawn ?

A. No ; they were sent away alive for breeding purposes from the Central Farm. Then we have a Barred Plymouth Rock cockerel which weighed after



being killed and plucked 6 pounds 4 ounces. A pair of such chickens would have made a weight of 12 pounds and 8 ounces, and would have been quickly bought by any leading dealer in Montreal at 10 cents per pound, or \$1.20 per pair.

RECORD OF EGG YIELDS FOLLOWING DECREASED RATIONS.

The following figures show the results of the reduced ration. The beneficial result we contend is apparent in the increased egg yield. I will now compare the egg yield of the months of November and December of 1894, 1895 and 1896 to prove my contention :—

Year.	No. of Hens.	November.	December.
1894 .....	185	114	538
1895 .....	218	160	943
1896 .....	204	508	1,466

*By Mr. Broder :*

Q. That is for the season ?

A. That is for the months of November and December of the years named.

*By Mr. McMillan :*

Q. Can you give us the number of eggs for the season ?

A. Yes. I have the figures and may as well do so now as later on. I mention the results for the months of November and December to show the increase we attributed to the reduced rations. I will now give you the totals for the different years named and which I consider is a further proof of my contention. With 204 fowls we had the following return in eggs :—

1893 .....	8,931
1894 .....	9,661
1895 .....	11,452
1896 .....	14,408

1896 is the year following the reduction in rations.

RECORD OF COMPARATIVE EGG YIELDS, BY MONTHS.

The egg yield of the whole year, as compared with that of the three previous years, will best show any beneficial results from the decrease in quantity of food. The year is dated from the beginning of November of one year to the end of October of the year following, for the reason that winter laying has usually begun in November. The figures are as follows :—

November (1893).....	90	114	160	568
December (1893).....	250	538	943	1,466
January.....	777	819	1,469	1,591
February.....	791	1,080	1,411	1,351
March.....	1,644	1,387	1,569	1,668
April.....	1,939	1,823	1,934	2,139
May.....	1,650	1,603	1,699	1,846
June.....	1,066	1,134	897	1,190
July.....	941	456	682	859
August.....	386	438	395	736
September.....	236	246	143	655
October.....	161	23	150	339
	8,931	9,661	11,452	14,408

## Agriculture and Colonization.

The figures for the months of November and December of 1893 are estimated, as the record book could not be found, but they are not much out of the way.

The table shows a large increase in the output of eggs in the past year as compared with the three previous years. It is also an object lesson to the farmers as showing:—

1. Eggs were most in supply during the period of high prices.
2. During the spring months of comparatively low prices there were eggs enough to sell and hatch early chickens from.
3. The male chicks would be valuable as early birds for market. The pullets would be valuable as early layers.
4. That with proper care and feeding fowls will lay well during the winter season.

### EGGS LAID PER DAY IN WINTER MONTHS.

The following is the production of eggs per day in the winter months named and the price of eggs during that time:—

December, 1896.—38, 36, 31, 39, 43, 29, 40, 41, 45, 42, 42, 42, 42, 48, 47, 46, 50, 47, 52, 54, 57, 45, 54, 55, 55, 45, 64, 60, 52, 68, 55=1466.

January, 1897.—52, 61, 53, 53, 52, 54, 45, 57, 42, 51, 48, 46, 44, 50, 46, 53, 43, 49, 50, 42, 54, 50, 53, 47, 50, 54, 44, 54, 52, 40, 51=1540.

February.—45, 57, 51, 42, 46, 51, 40, 52, 48, 46, 50, 43, 47, 48, 44, 44, 49, 58, 48, 45, 52, 51, 45, 52, 46, 43, 51, 56=1351.

March.—45, 60, 44, 59, 47, 54, 55, 54, 58, 51, 48, 57, 64, 47, 56, 44, 50, 50, 61, 43, 59, 51, 61, 53, 59, 50, 52, 55, 65, 57, 60=1668.

*By Mr. McGregor :*

Q. You account for the increased number of eggs by the difference in feeding?

A. Yes, and by the increased exercise, the result of not overfeeding in the morning.

*By Mr. Rogers :*

Q. And better stock?

A. Yes, to a certain extent. The birds were also in better health.

*By Mr. Calvert :*

Q. What is the average of the eggs per hen for the season?

A. You have anticipated a point I was just going to touch on. The output of eggs for the year, from 204 hens, might seem a small one, but my experience of ten years has corroborated a statement made by Mr. A. F. Hunter, the expert poultry breeder, and editor of "Farm and Poultry," of Boston. I read some three or four years ago, with a certain amount of incredulity, an article in his paper in which he said that if 40 per cent of his hens laid in winter and he sold their product in Boston in winter at the highest price, that his hens would represent a profit of \$2 per fowl per annum. That statement I have proved to be strictly correct.

*By Mr. Broder :*

Q. That is 40 per cent on the whole lot?

## PROFITS FROM WINTER LAYING.

A. Yes, for the whole lot. The system of feeding which we adopted gave us an output of 14,408 eggs for the last year named, 1896. If you go into these figures you will find that that only represents sixty or seventy eggs per fowl per year. But we sold the eggs from these fowls at the highest winter price and that was how we made money. Again, there was a certain number of fowls that practically did nothing but eat the profit the others were making, which goes to show the extraordinary margin of profit there is to the farmers of the country if they will only get the eggs in the season of high prices and sell them to the best advantage.

Q. If they all did that the price would not be high?

A. Well, then, aim to reduce the cost of production.

*By Mr. Calvert :*

Q. Did you make an estimate of the cost of keeping these hens and the price you sold the eggs at so as to ascertain what profit you made?

A. Yes, I quote from my annual report:

Eggs were sold, in Ottawa, from 1st to 15th of December, at 30 cents per doz.; during the latter half of that month at 35 cents per dozen. In January at 30 cents per dozen in Ottawa. A shipment of eggs to Montreal during that month brought 40 cents per dozen. The express charges for the case of 18 dozen eggs were 36 cents.

During February continued mild weather brought the price down to 25 and 20 cents. March, the prevailing price was 20 cents per dozen, declining to 18 and 15 cents per dozen.

## COST OF DAILY RATIONS.

The cost of the daily rations fed to the laying stock, numbering 204, was estimated at 41 cents, as follows:—

	Cents.
18 lbs. of cut green bone, at 1 cent per lb. . . . .	18
20 lbs. of wheat, buckwheat, &c., at 1 cent per lb. . . . .	20
Grit and vegetables. . . . .	3
	—
	41

To this should be added the time of the man in cutting up the bones by the machine, sometimes half or three-quarters of an hour. It should also be stated that buckwheat was mostly used for cut rations during the winter months. To offset this is to be considered the worth of the manure, which a bulletin from the Raleigh, North Carolina, Experimental Station, values at half the cost of the feed of the hen for the year, but which we allow to go for the trouble of the farmer in looking after and feeding his fowls.

When mash was fed it was composed of ground grains in such quantity as not to exceed the value of 18 cents.

The allowance of 1 cent per lb. for the whole grain is liberal, for buckwheat sold in the fall and early part of the winter at 22 and 25 cents per bushel.

## Agriculture and Colonization.

### EGGS SOLD AT THE HIGHEST PRICES.

Having obtained the new laid eggs in the season of highest prices, the aim was to dispose of them to the best possible advantage. With a little effort the best results were obtained. The following is an instance:—

On the 30th of December, as shown in the above table, the greatest number of eggs laid on any day in that month were collected, viz., five dozen and eight (68). These eggs were disposed of at the following prices:—

5 dozen and 8 eggs at 35 cents per dozen.....	\$1 93
Deduct cost of rations.....	0 41

Proceeds of that day..... \$1 52

But as that was the day of the greatest production, it is but fair to give the average of the month, which was 48, or four dozen per day.

4 dozen eggs at average price of 33 cents per dozen.....	\$1 32
Deduct cost of rations.....	0 41

0 91

The lowest figure represents nearly 100 per cent profit. But you say that these calculations are based on exceptionally high prices. Let us take the lowest figures in June of last year. One day in June, Mr. Alexander McLean, President of the North Lanark Farmers' Association, came to me and said: "Mr. Gilbert, you have been in North Lanark attending institute and public meetings during the past three years with the result that there has been such an increased output of eggs that the price has gone down to 8 cents per dozen." This conversation was in June. I said: "Why don't your people get their eggs in the winter time?" He said: "We have not all got that far yet, but there are some who are doing so now." "As things are," he added, "the bottom has fallen out of the market, there is no profit in eggs at 8 cents per dozen." When he was gone I went to my book and turned over to the rations fed to the 50 hens that I was ordered to keep account of by your Committee of Agriculture of 1896, and I found that we fed the 50 hens in the winter for ten cents per day. I looked at the rations which cost the ten cents, and found that they were composed of:

	Cents.
3½ pounds of cut bone at 1 cent per pound.....	3½
5 pounds wheat or buckwheat.....	5
Grit and vegetables .....	1½
	10

Fifty hens running at large would supply themselves with insect life, green stuff and grit which would be half of the ten cents, leaving five cents to buy five pounds of grain. At that time four cents would buy five pounds of grain. So that he would have his dozen of eggs which sold at eight cents at a cost of only four cents, a margin of 100 per cent profit on the dozen. But 50 hens running at large would lay more than one dozen per day. I have submitted the figures named to many farmers, and they have all said that they were correct. The farmers do not look at profit from eggs in summer in that way. But they should. I have given you the results of experiments at high prices in one case and at very low prices in the other. Mr. McLean, whom I afterwards met, was perfectly satisfied that I had shown him that there was a profit in eggs at 8 cents a dozen.

When I had the pleasure of being in Mr. McMillan's constituency some few years ago, I met Mr. S. J. Hogarth, then President of the South Huron Farmers' Institute. Speaking of the figures eggs brought in the cities, he said: "I have stopped selling my eggs in Toronto or sending a further distance, because I find there is plenty of money in eggs for me at 20 cents a dozen which I can get in Exeter in winter time. He had Leghorns and had got the cost of feeding down to a fine point.

One more point I wish to mention as showing the development of the poultry industry of the country, a great impetus to which has been given, during the past year, by the completion of a system of cold storage by car and steamboat by means of which poultry can be exported to the British markets, or kept in preservation for home markets. In connection with the cold storage system and by direction of the Honourable the Minister of Agriculture, and under the auspices of the Commissioner of Agriculture and Dairying, Professor Robertson, a new feature of work was successfully introduced last fall and winter, namely, the exhibition of dressed poultry accompanied by addresses of explanation as to how to kill, draw and dress the turkeys, geese, ducks and chickens exhibited. Instruction was also given to the farmers as to the best breeds of turkeys, geese, ducks and fowls for them to rear and breed. Information was also given as to the best methods of hatching, rearing and feeding of the young. The specimens were dressed by an expert in the most approved methods. Addresses in this connection were given at Smith's Falls, Lindsay, Cornwall, London, Peterborough, Owen Sound, Cobourg and other places. Some of these meetings were special while others were the regular Farmers' Institute gatherings, and some of the exhibits were given at the poultry shows. It was admitted on every hand that the work had been a new and important feature and an object lesson of great value to the farmers, their wives and daughters. In view of the development of an egg trade with the British markets (where eggs in order to bring the highest price should be large) instructions to our farmers in the way of keeping the breeds which lay large eggs is most important and necessary. Our reports from year to year have given this information. The farmers of Ontario mostly want hens that will give flesh development and lay eggs as well. This combination is hard to get. It is something like getting the cow that is good for beef and milk at the same time. We come as near to it as possible in the Plymouth Rocks and Wyandottes. In this connection allow me to read a letter which I received in March last from M. J. H. Stewart, of Antigonish, Nova Scotia, as follows:—

"ANTIGONISH, N.S., March 10, 1898.

"Mr. A. G. Gilbert, Ottawa.

"Dear Sir,—I don't think it would pay me to take the trouble of getting the farmers into the way of raising poultry for the English market. As they have had no experience along this line, it would take them a long time to get into the way of doing the business properly. For my own part I would sooner see them getting into the way of raising more eggs of a larger size than they are now doing, and it is to help them in this that I want to get the best breed of hens to start with. If the farmers could get into a strain of larger eggs I would pay two cents per dozen more for them through the season than what I pay for the run of eggs they raise now. Last year was the most successful year I ever had in the English market. My eggs gave very good satisfaction. One firm that I shipped 40,000 dozen to did not have to allow any off for shrinkage. If the farmers would only improve their stock so as to have larger eggs for sale and market them fresh, dealers would pay much more money for them for the English market. Any pointers you can give me along this line will be thankfully received. Any pamphlets you send us would do much good."

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I have laid these matters before you in a hurried and I am afraid somewhat incoherent manner, but I know that I am laying them before practical men who have an interest in the poultry development of the country, and some of whom have been kind enough to take a personal interest in my labours. I am sorry not to have time to-day to give you more detailed information in regard to such an important subject as the successful breeding of poultry.

*By Mr. Calvert :*

Q. You say it costs 41 cents a day to feed 204 hens and that they produced 14,408 eggs?

A. Yes, for the year.

Q. Then there would be 1,400 dozen eggs at an actual cost of 12½ cents a dozen outside of any profit from selling chickens ; where does the profit come in ?

A. Forty-one cents per day is what we calculate as the cost of the winter ration for 204 fowls.

Q. This figures it out 12½ cents ?

A. I have not had time to give the whole output for the season. I have shown the winter prices of eggs in the colder parts of the country.

Q. Is this for a portion of the season only, the 14,000?

A. No, for the whole year, but when eggs became cheap in the spring our effort was to turn them into poultry. We raised 186 chickens besides. And we sold eggs for hatching purposes.

Q. What profit did you have in selling eggs and poultry?

A. We calculated that we made \$1.75 to \$2 a head last year.

*By Mr. Broder :*

Q. And the eggs sold at 35 cents?

A. Yes, sometimes 40 cents in the winter season.

*By Mr. Calvert :*

Q. Eggs sold here during the spring and summer at from 8 to 10 cents a dozen?

A. Yes, I know, but if you recollect I have made a calculation from the farmers' standpoint. Walter Paul, George Graham, Gatehouse & Lamb and other firms have written me letters offering 45 and 50 cents for eggs in winter. If farmers would send or bring strictly fresh eggs in the winter to these firms they would receive the money.

Q. What quantity of poultry did you sell?

A. I could not say, at the moment. We sold a large number of cockerels for breeding purposes last fall and winter.

Q. What did the fifty fowls in the experiment cost you?

A. The cost of 50 fowls per day was 10 cents.

*By Mr. McGregor :*

Q. All the year round?

A. This was the cost per day in winter, but it was cheaper in summer when we let them run out.

*By the Chairman :*

Q. Have you the year's aggregate cost of these 204 fowls?

A. No, I have not got it here, but our winter ration was more expensive than our summer feed, when our hens ran at large.

The CHAIRMAN :—When you revise your evidence for blue book, just add the items which make up the cost for the year. Then you would have a basis upon which to go.

*By Mr. Henderson :*

Q. You say you have reduced the rations very much. Do you think it possible, with practical results, to reduce it still more—have you arrived at a minimum?

A. No, our efforts are all in the line of experimental work. I wanted particularly on this occasion to prove the satisfactory results following the reduced rations.

Q. And you are under the impression that you have not yet found the minimum feed?

A. No, but we have found that if farmers would only house their poultry comfortably and feed them properly they would have a much larger margin of profit from their fowls than they have now.

*By Mr. McMillan :*

Q. There was one thing you did not mention as essential in the production of eggs, and that is pure water every day.

A. Yes, pure water is very essential.

*By Mr. McGregor :*

Q. Do you keep turkeys of any kind?

A. No.

Q. Or geese?

A. We have got a few geese.

Q. Do you find them profitable?

A. They were not in the way we have kept them. They have been too much confined to quarters. It was not intended to keep them for profit.

Q. Do you keep ducks?

A. Yes, a few.

Q. Are they profitable?

A. From what data we have I am inclined to say that ducks are more profitable than any other water fowls in limited quarters.

Q. Farmers in the west do best with turkeys?

A. Yes, but turkeys are rangers, and we have not the range. There is an enormous trade done in turkeys throughout the country. When I was at Smith's Falls

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last December, 80 tons of turkeys went out on one train from that town and district.

*By Mr. Rutherford :*

Q. I have been greatly troubled with my hens in two ways; in the first place, they do not set steady and then after the setting season is over they are very broody. It may be some error in the diet. I think it is but fair to mention that they are the Black-breasted Red Game?

A. They are sometimes a hard breed to make steady setters; they are an erratic sort of bird under any circumstances. They have a way of following their own sweet will. It is a peculiarity of the game family. But I will tell you what we have found that will apply to other breeds, and that is, if your fowls are steady winter layers they will become broody early in the season. Farmers, as a rule, do not have early setters because their hens do not lay in winter. Under such circumstances fowls do not get broody before they have laid their quota. By the time they have done so, it is perhaps, late in the season. Early chicks should be the aim of the farmers.

Q. I suppose the solution would be a good deal in the line of what you have told us in regard to reduced diet?

A. Reduced diet, more exercise, more vegetables. In other words, making the artificial life as like the natural as possible.

Q. Of course, in Manitoba, where I live, we have artificial life. We have to keep the hens in six or seven months in the year?

A. We have to do much the same thing here.

*By Mr. McMillan :*

Q. If Mr. Gilbert had time it would be interesting if he could give us the results in regard to the different ages of poultry, because I am convinced a very large number of farmers keep their hens until they are too old. It will be an interesting experiment to try?

A. That is very true, and I will do so with pleasure.

Having examined the preceding transcript of my evidence, I find it correct.

A. G. GILBERT,

*Poultry Manager, Central Experimental Farm.*



SUMMARY OF WORK BY WILLIAM HENRY LYNCH IN CONNECTION WITH THE  
IMPROVEMENT OF THE DAIRY INDUSTRY OF CANADA, 1881-1889.

*First Stage, 1881-84.*

Visits to the Provinces of Ontario, Quebec, Nova Scotia, New Brunswick and Prince Edward Island, giving lectures, demonstrations of methods of butter making, writing for the press, urging upon public men the importance of improvements in order to secure the splendid market afforded by Great Britain. The first agitation began in the Maritime Provinces. The first public address given was in Albert County, New Brunswick, being an unexpected call for a stump speech at a local fair, in the afternoon, which was followed by a lecture in the evening.

Agitation, later, among the Commission men of Montreal and Toronto, accompanied by public demonstrations of the comparative simplicity of the improved methods of butter making.

Visits to the New York Experimental Station, Cornell University, and the home of the late Professor L. B. Arnold, of Rochester, New York, and carrying on experiments in milk and butter making.

Efforts at formation of Dairymen's Associations, district or county, and in some cases provincial, in Quebec and Maritime Provinces.

Publication of "Scientific Butter Making," by the Ontario Government, as a result of agitation in Toronto in 1882. Petition to Mr. Mowat for the Ontario Government to take action. It included such names as James Hedley, and Edward Trout, of "Monetary Times"; J. Ross Robertson, "Evening Telegram"; W. F. Maclean, Toronto "World"; G. MacLean Rose, President Board of Trade; E. A. Wills, Secretary Corn Exchange; Christie, Brown & Company, Biscuit Manufacturers, and the Commission merchants.

Among the contributions to the press, were a series of articles on "Scientific Butter Making" in the "Canadian Farmer," and a series of articles in the "Monetary Times" on the phases bearing upon the trade and export needs of the country. These articles were widely copied.

This work led directly to Government action by the Province of Ontario, and to the establishment of a Government creamery, and to the incorporation of dairy work more specifically into the institution at Guelph—the Agricultural College.

In the book "Scientific Butter Making" will be found extracts from the press of that time showing how Mr. Lynch's work led up to Government action. Mr. Lynch gave an address in the rooms of the Toronto Board of Trade, October 18th, 1882. Professor Buckland was Chairman of the meeting, and he officially represented there the Ontario Government.

On November 1st, 1882, Mr. Lynch addressed the Board of Trade itself, by invitation, and in the official minutes is found the following:—

"Mr. Rose, the President, then closed with a few practical remarks showing the importance of the dairy interests to the Province of Ontario and the Dominion at large, and urging both the Government and the people to encourage and support the proposed reform in the manufacture of butter."

The Commissioner, Mr. Wood, sent for Mr. Lynch and after an interview expressed his desire to take some action in the direction indicated. He advised the writing by Mr. Lynch of a book on butter making, which was afterwards

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written and published as "Scientific Butter Making"; and later, as a result of the agitation, Mr. Wood took the further action already referred to.

The matter was also brought before the Agricultural and Arts Associations of Ontario. Mr. Henry Wade, the Secretary, in the "Globe" of December 16th, 1882, refers to the situation as follows:—

"The only question about which there could be any difference of opinion was as to the best method of carrying out so desirable an object. One plan is that suggested by the Honourable Mr. Wood, namely, the establishment of creameries where instruction could be imparted free of cost to all who chose to attend. Another scheme would be the employment of an expert to travel through the country educating the people upon correct principles of dairying, and giving practical instruction. Now, the fact is that the opinion of the Council was unanimously in favour of the Government making an attempt to improve the manufacture of the butter made in the 'private dairies.'

The work of these four years culminated in the warm interest taken at Ottawa by the members of the Dominion Parliament, which was the beginning of the second stage of the movement, and which led up to the most important result of all—the adoption by the Federal Government of the new policy of aid to agriculture, as expressed by the establishment, first, of the Experimental Farms, and afterwards the Dairy Commissioner's office.

### *The Second Stage, 1884-89.*

This stage of the movement began with a request from members of the Committee of Immigration and Colonization that Mr. Lynch would give evidence before them, also with a proposition for the publication by the Dominion Government of his book "Scientific Butter Making." The suggestion of this action came from the late Mr. Trow, and the carrying out of the suggestion hinged upon the accident of that suggestion reaching Mr. Lynch, through Mr. J. H. MacLeod, the Secretary, then and now, of the Agricultural Committee.

Mr. Lynch was accompanied at the time by Professor Arnold, whom he had secured as a personal favour to aid him in organizing an Association in the Townships, and he promised Mr. Trow not only to give evidence himself but to prevail on Professor Arnold also to return to Ottawa and to appear before the Committee. This offer was greeted by the Committee with the utmost cordiality. To the evidence then given; to its enthusiastic reception by the Committee; to its publication as a separate pamphlet called "Butter and Cheese"; and, above all, to the aid given by the members of that Committee to Mr. Lynch in all his future efforts, was due more than to all else, the ultimate success of this dairy movement. Among the names are a number of gentlemen who are still members of the House of Commons, and they have much reason to congratulate themselves on the results of their untiring efforts to accomplish what they realized, even then, as a work of utmost importance to Canada. It may seem now a little thing to have accomplished; but it is always easy to be wise after the event. These members do not need now to be told that it was no easy task to press upon the Government of the day what it was then regarded as a new and untried policy. It was an advance movement. Perhaps no country except Denmark had gone so far as it was proposed then for Canada to go, by these members of the Agricultural Committee. When the Agricultural Committee took up the work here, our Department of Agriculture was confined in its operations to Patents and Immigration. It was the settled policy of that day that the Provinces should attend to matters agricultural. The effort made by the members of the House, was in conflict with that policy, and their action naturally met with resistance. And it was this movement

supported by these members of the House friendly to the work of improving dairy agriculture that broke into the old policy, and inaugurated the day of Experimental Farms, and of a special Dairy Department ; and it was in response to the urgency of these enthusiastic members that the late Sir John A. Macdonald was led to see the advantages of the new policy and to decide upon its adoption by the Administration.

“ Butter and Cheese ” was published to the number of nearly 70,000 copies, in French and English. It became immediately popular for distribution by the members, and within one year the Distribution Office reported the edition exhausted.

Then followed the publishing of the book “ Scientific Dairy Practice,” which occupied over a year in its preparation. It, too, was popular ; but it was with much difficulty that any assistance could be obtained to cover the cost of its publication. It became a white elephant in the hands of the author and publisher. In a letter to the Department (June 13th, 1887) urging the purchase of the book, as asked by the members of the House, Mr. Lynch suggested two alternatives—one was that the members might possibly purchase part of the edition themselves, and the other was the somewhat strange proposition, to make a gift to the country of the balance of the edition—nearly 100,000 copies. This was followed eventually, however, by the placing in the estimates of the sum of \$4,500 for the purchase of a portion of these books.

There still remained many thousand copies unpurchased that were stored in the Department. The demand for these books led to a rapid exhaustion of the stock belonging to the Government and it happened that by some misapprehension on the part of the officer in charge of the books, the distribution continued until all the copies belonging to Mr. Lynch had also been given out, when the whole edition was exhausted.

At this time Mr. Lynch received an invitation to go to England to address the British Dairy Farmers' Association. He went in May, 1888, and afterwards spent four months abroad, studying foreign systems of production, manufacture and marketing, and the needs of the English market. The results of this visit were given to Canada in a series of letters which were published in 1888-89, in over 100 papers, English, French and German.

The fifth letter of this series (published December 27th, 1888) was a call for a Dairymen's Convention at Ottawa, for the purpose of effecting a permanent Dominion organization, and bringing about Federal Government action. Mr. Lynch in that letter pointed out that his study abroad and at home had taught him that organization had been the most effective factor in the improvement of dairying, and nothing in his foreign visit pressed upon him more as a need here than such organization as a Dominion. The main idea of organization was a combination of forces for legislative and executive work. He proposed, therefore, the carrying out of the idea of a Government Dairy Bureau under the Department of Agriculture, such as he had already agitated when giving his evidence before the Committee.

These letters were followed up by a special call sent out over his own signature to the principal dairymen of the country, and to the organized societies fixing the date of the Convention for the 9th of April, 1889.

The Convention was duly held and was largely attended not only by leading dairymen from the different provinces, but by members and senators. The meeting was very enthusiastic and fully endorsed the unofficial action that had been taken by Mr. Lynch in calling the Convention.

After organizing for work, the first resolution that was passed was one calling upon the Dominion Government to appoint a Dairy Commissioner. Following

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this were two nominations for the office, one of the names proposed being that of the pioneer and founder of the movement, Mr. Lynch.

This action of the Convention made it difficult for Mr. Lynch to accept the nomination without placing himself in the delicate position of having seemed to call a Convention to create an office for himself. Fearing, therefore, that his acceptance of the office would thus jeopardize the chances of obtaining Government co-operation, Mr. Lynch declined the nomination, and left the field open for the other nomination.

So it happened that (though he had once refused office in another country from an unwillingness to devote himself to the task of building up a competitor with Canada) Mr. Lynch found himself under the necessity of refusing the office at home that had resulted from his many years of work, and at the very time when his work was about to have official recognition and to be carried on by the Government.

From the foregoing will be had some glimpses of the task which Mr. Lynch took upon himself when he entered upon this work, of the number of years devoted to it, of the effectiveness of his work, and of the unremunerated and it may be said thankless character of that work.

How far this work has been remunerative will be seen from the following:—

Professor Robertson, in writing to Mr. Lynch, 1st April, 1890, said: "I recognize you can never be fully repaid for your earnest and disinterested effort on behalf of dairying in Canada."

How far this work has been remunerative will be seen from the following:—

The time devoted by Mr. Lynch to this task was about eight years—from 1881 to 1889. His income therefrom was very slight. For writing "Scientific Butter Making" he received the sum of \$150. This amount covered about half the cost of his agitation of the subject at Toronto, his demonstrations there of butter making, &c., covering a period of about four months, in 1882. The time afterwards devoted in writing the book was therefore altogether without remuneration.

To the work of writing the book "Scientific Dairy Practice," publishing it, securing advertisements, making sales of it to the various Governments, the time devoted was at least three of the eight years mentioned. In return he received from sales of the book and for advertising, about \$10,000. Out of that sum he had to pay for publishing 116,000 copies, in French and English. A reasonable amount to place as the publishing cost of the book would be about \$7,000 for the whole edition; leaving for his services for three years about \$1,000 a year. This net return, therefore, practically covered his income for eight years of public service, not to speak of the large expenditure involved in the expenses of travelling, &c. Half of that net income was expended in the foreign trip in 1888 made at his own expense and in the interest of the Dominion, and which resulted in the Dominion Convention and Government action.

At the end of this period he was left with practically nothing for his services for eight years, and with a burden of indebtedness to others—to public-spirited men who had assisted him.

For his four months' visit abroad and the large expenditure involved in the publishing of his letters to the Canadian press and the working up of the Convention in 1889, Mr. Lynch received only the amount he had advanced in connection with the expenses of the Convention itself. This was secured to him about a year later, through the kindly efforts of the present Minister of Agriculture and Professor Robertson.



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THE EVIDENCE

PART II

IMMIGRATION AND COLONIZATION



## Agriculture and Colonization.

COMMITTEE ROOM No. 46,  
HOUSE OF COMMONS

WEDNESDAY, 25th May, 1898.

The Select Standing Committee on Agriculture and Colonization met this day at 11 o'clock a.m.; Mr. Bain, Chairman, presiding.

The CHAIRMAN:—We have with us this morning the Deputy Minister of the Interior, whom I have asked to give us a short review of the immigration work of the Department.

Mr. JAMES A. SMART, Deputy Minister of the Interior, addressed the Committee as follows:—

Mr. Chairman,—As I did not fully understand the invitation I had from the Committee I did not prepare any statement in writing to submit to you. However, I may be able to give you a short outline of the work we are doing at present both in the old country and the United States, where our work is being largely carried on. In England, as the Committee is probably aware, our work is carried on under the direction of the High Commissioner, who exercises a general supervision of the work, conducts correspondence with the agents in Great Britain and Ireland, pays the salaries and expenses, and also communicates with and directs the actions of agents on the continent.

*By Mr. Wilson :*

Q. Does that only apply to England?

A. To Great Britain and Ireland.

Q. To the whole United Kingdom?

A. Yes, and also, I may say, to the European work, which is comparatively small so far as agents are concerned, and has not, up to this present, assumed very large proportions. We have now Professor Oleskow working in Austria. He is a gentleman who, some years ago, came out to Canada and interested himself so much in the North-west Territories that he encouraged the emigration of Galicians to Canada, and as a result of his work during the last few years 5,000 or 6,000, in round numbers, of those people have been sent forward. He has not sent all of these, but mostly people of the better class, and through this class coming there has been an encouragement on the part of the steamship agents to forward those not so desirable, perhaps, as those sent by Professor Oleskow.

Q. He is our agent?

A. He was not at that time, but he was appointed agent for Canada during the winter. Up to that time his work was done without remuneration of any kind. Since then we have engaged his services to send out the most desirable of those people who can be found in Austria and who are willing to move. Since his appointment we have had 1,200 or 1,500 of these people, and I understand a large number of them are now in Halifax, detained there on account of one or two cases of smallpox. They will be detained in quarantine possibly one or two weeks.



*By Mr. Sproule :*

Q. They are Russians?

A. No, Galicians.

We have in France two agents, Mr. Bodard and Mr. Fourcin who have for the past two years been doing work. While they have sent out a few the work has not been so satisfactory as we would like. I do not know the reason. I suppose it is very difficult to get French settlers from France. They do not move. The same remark might apply to Belgium, although we intend making a greater effort there in the future. What we know of the Belgians is so favourable that we would like to encourage them also to come. We sent two agents to Norway, and Sweden, Finland and Denmark, last summer, to report on the prospects of work in those countries.

*By Mr. Hughes :*

Q. Who were those agents?

A. One was C. O. Swanson, a Swede himself, and Dr. H. Walton Jones, a man educated in the University of Sweden, and a linguist speaking all the languages necessary for these different countries. Their reports were really not satisfactory. The conditions in Sweden and Norway were such that it was thought that no immigration to any great extent would take place during the present year. Times are better there than they were formerly, and there is a desire among the authorities to discourage emigration in those countries. In fact, we cannot do open work in either Norway or Sweden.

*By the Chairman :*

Q. Can you in Austria?

A. Yes. The Austrian Government is not averse to allowing this work to be done.

*By Mr. Hughes :*

Q. But they do not allow you in Norway and Sweden?

A. They do not allow us to do work openly, but we can do work quietly, the same as in Germany. Last year a Bill passed the German Parliament which would permit certain work to be done in the way of emigration, but Canada was not one of those countries that the German Government favoured in this respect. They preferred their people moving to South America, where German settlers have preceded them. Then we have an agent in Switzerland. He only left late in the fall last year and we have not had an opportunity of hearing much about that part of the work. I think that completes the continent.

*By Mr. Sproule :*

Q. Have you any knowledge of the total number from Europe, from the different countries who have settled in Canada?

A. We had a statement prepared, but I cannot remember at the present moment. (See Tables A and B.)

*By Mr. Wilson :*

Q. Will it be in your report?

A. There are figures there, but they are not complete, although they are complete so far as we can get them. I can have a return prepared and forward it to the

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Committee. We are working now on a better system of preparing these statements, at least a better system of getting at the facts in regard to immigration to Canada. As there is such a long border between Canada and the United States it is almost impossible to arrive at the exact figures as to the number of people who cross to all parts of Canada.

*By Mr. Sproule :*

Q. What is the system you refer to?

A. In Winnipeg we are working a system by which we will have the number of immigrants to Manitoba and the North-west, where there is the largest part of the immigration. We are working a double system, one with the railway conductors, who report every day the number of ins and outs, and we propose to take the difference between those who come in and those who go out; the difference will be those who have settled in the country. (See Table F.) There will be no question of that, so far as the railways are concerned, but we know a great many drive across the line. We hope, however, to get track of them through the Customs officials.

Q. You cannot give an idea of the number brought in last year?

A. No, I cannot give the total from memory, but I will furnish a statement to the Committee. I can send it. (See Tables A to F.)

The CHAIRMAN:—It will go into the report when Mr. Smart revises his evidence.

*By Mr. Sproule:*

Q. The countries from which they come and the classes to which they belong?

A. Yes, that is recorded.

*By Mr. Hughes:*

Q. Have you any record as to the country that furnishes the best class of immigrants, outside of Great Britain, for Manitoba and the North-west? How do immigrants of the Scandinavian race get along?

A. They have done very well; the Swedes have done very well, and the Icelanders are remarkably good settlers.

Q. That is the second generation?

A. And the first generation as well.

*By Mr. Sproule :*

Q. How do you find the Galicians?

A. In some districts they have done very well as far as our reports of them are concerned. Of course, a great many of them came without means.

Q. I see reports that say that many of them were in a most destitute condition?

A. We have been looking after them. When these reports came to the office at Winnipeg our men were sent out immediately to look after them and care for them.

*By Mr. Davin :*

Q. What was done about the Galicians at Yorkton? Early in the Session I called the attention of the Minister of the Interior to the well-defined reports that came from there as to their destitute condition?

A. We sent out Mr. McCreary, the Commissioner of Immigration, to look into the matter and report. He said that the reports which came in as to the condition of these people were much exaggerated. But there was some want and he immediately provided what was necessary for them.

Q. There is another question I want to ask you. I find in looking over your report—I am speaking from memory now—that out of about 10,000 immigrants who came from Europe more than 4,000 were Galicians. A little over a thousand were from Great Britain, and a very small number, indeed, from Ireland. I think it is in Mr. McCreary's report. I want to ask you how you account for such a number of Galicians coming in?

A. I explained that before you came in. It was through Professor Oleskow, who visited this country five or six years ago. Being greatly taken with what he saw in the North-west he went home and set about a movement for the immigration of those people from Austria to the North-west. He encouraged the better class of Galicians to emigrate, and later on the steamship agents took advantage of the fact that a great many of these people had gone to Canada and that some of them had apparently done fairly well, and induced a great many others who had not so much means to emigrate. These latter are the persons who were in this unfortunate condition at Yorkton and in other districts, and with which poorer class Professor Oleskow had nothing to do.

*By Mr. Hughes :*

Q. They are of the Teutonic race, are they not?

A. Yes, I believe so.

*By Mr. Davin :*

Q. What language do they speak?

A. I do not know what language they speak.

Q. They came from that part of Poland annexed to Austria?

A. Yes.

Q. I think they would speak Polish, would they not?

Mr. OLIVER:—They speak a dialect of Russian which is entirely distinct from German or Polish.

*By Mr. Sproule :*

Q. Is any effort made by the Department to keep out undesirable people?

A. We made an effort last year. We undertook to prevent persons who were not possessed of sufficient capital from coming in, but we found that the restriction was going to have a bad effect upon all immigration. From the reports made by the Austrian Consul at Montreal, we feared that the Austrian Government would not permit any further emigration, even of the better class of immigrants to leave that country, and so we withdrew the restriction.

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Q. It seems to me that it was the lowest class of immigrants—the paupers of that country—that were sent in here?

A. When every steamship with immigrants aboard arrived we investigated, as nearly as we could, the condition of these people. We made an effort to ascertain the amount of capital that each of these emigrants had, and I think, from memory, that the total amount of capital brought in by all the Galicians who came last year was \$60,000.

Q. How many people were there ?

A. About 5,000 people. Some of them had as much as \$2,000 or \$3,000 each.

Q. Did you decide to settle them in colonies by themselves or mix them with other nationalities?

A. We are settling them in different parts of the North-west.

Q. What was your object in mixing them up?

A. In the interests of the country it is far better to have them separated.

Q. I saw a statement that if they were not mixed with English-speaking people they would starve to death, because they were living on charity, and a great many isolated cases in support of this statement were cited. I think in settling them it would be wiser to have them distributed so that they will assimilate with the rest of the population?

A. That is what we have done. We have a settlement at Stuartburn, east of Winnipeg; another north of Stonewall, and a great many went to Alberta. The first of the arrivals went to Alberta, and that encouraged others to follow them there. We are sending some this year up the Prince Albert line. We sent the first party the other day and the intention is to distribute these as much as possible.

*By Mr. Davin :*

Q. There is a Bill passing through Parliament now which has a provision in it for village communities. That is not for the purpose of the settlement of these Galicians, is it?

A. No, that suggestion was from English-speaking people.

Q. Now, reverting to the question I asked you before, I find in the report of Mr. McCreary that some 10,864 immigrants came into Manitoba and the North-west. Of these 2,373 were Canadians. Taking away the number of Canadians, you have a foreign immigration of a little over 8,000 people. Of that 8,000 there were 4,363 Galicians, which leaves you a very large proportion of Galicians?

A. There is no question that that is true.

Q. There are only 1,519 English, 69 Irish and 205 Scotch. Of course, the Scotch are amongst our best settlers. The Germans count only 520 and the Scandinavians 474. We are spending a large amount of money. In Ireland you have a very elaborate staff, and 69 immigrants is a very small return?

A. We have only been spending money there since last April or May. That report is only for the year, and applies to arrivals at Winnipeg only. The best immigration work done in the old country is from the 1st November up to the spring, so that the work done last year was really preparatory.

*By Mr. Hughes :*

Q. Have you made any change in your system of assisting immigrants?

A. We do not assist immigrants at all.

*By Mr. Davin :*

Q. I just want to make this plain so that it will not go on the record incorrectly. The heading is "Immigrant Arrivals," and it is the arrivals during the year 1897, and it comes down to December. They number 10,864. That is for the calendar year?

A. That is what I said, for Winnipeg, for the calendar year. (See Tables C and D.) There was practically little or no work done in Ireland until last spring. The arrivals, altogether, for 1897 number about 20,000.

Q. Was not Mr. Devlin at work there?

A. No, it was really after the season for immigrants to move that he began the work in Ireland.

Q. I hope Scotland is not being neglected. Two hundred and five from Scotland is very small?

A. Yes, it is indeed.

*By Mr. Clancy :*

Q. I want to ask you if this gentleman who is encouraging the immigration of Galicians is being paid anything? A large number are being brought in of what is thought now to be a doubtful class of settlers, and it is a question whether we should pay for them. I am told by those who know them that they are not a desirable class of settlers?

A. There is a great difference of opinion with regard to that. Our Immigration Commissioner in Winnipeg, Mr. McCreary, while he says there are a number (as there will be in any class) who are, to his mind, practically useless, the bulk of them have the making of good settlers.

Q. I have information from a more reliable source, that is, from those who live among them and know their daily habits and are therefore better judges?

A. Well, they may improve.

*By Mr. Hughes :*

Q. Take the Irish agent. There were 69 people sent here last year from Ireland; I suppose these agents induced them to come. Have you any record of those who came through the efforts of the agents and those who came on their own account?

A. Yes, we can get that. The agents keep lists of all the people they send. Of course, other people may come through their efforts, but possibly not direct enough to have it on record.

Q. Is there any assistance given them through the Government?

A. No; the only reduction is in the Canadian Pacific Railway rates.

Q. Then the Government pays nothing, either direct or indirect?

A. We pay to the steamship companies' booking agents a commission of £1 on each passenger booked on the Continent, and 7 shillings for each passenger booked in Great Britain and Ireland.

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Q. Does the railway get any commission on immigrants from the United States?

A. No.

Q. I understand that some assistance is given in the North-west?

A. There is, through the local agent. I will explain that later on.

*By Mr. Clancy :*

Q. A portion of the passage of the Galicians is paid the same as the others through this bonus system?

A. That is to the steamship companies' booking agents.

Q. That is paying a portion of the passage?

A. I think not. It is bonusing people to work in the interest of Canada and it applies to all tickets purchased by people whose destination is Canada.

*By Mr. Wilson :*

Q. I have always felt that is wrong?

A. We do not pay it to the immigrant.

MR. OLIVER:—I want to make a statement in regard to these Galicians. The facts are that the Austrian Government is willing to assist or allow emigration from among the Galician population, whereas they will not encourage but will as far as possible prevent any emigration of their German population. Therefore, the immigration we are getting of Galicians is not emigration in the proper sense of that word. It is deportation rather than emigration. Galicia was at one time part of Poland, and was originally settled by these people of Slavonic race. They do not suit the Austrian Government, not being sufficiently progressive, and the Austrian Government colonized this province with German settlers from the Rhine provinces. These are facts which I have obtained from the Germans at Edmonton. Now, the Germans being settled in Galicia, alongside the Slavonic settlers, have progressed and increased in numbers. The Galicians have also increased, and it came to a matter of crowding, so that somebody had to get out. The Germans began to get out, and having means they were enabled to do so. A certain proportion of them came to Manitoba and the North-west Territories and settled at various points, and some moved to Edmonton. Along with them came two or three of these Galicians. In Galicia the German farmers employ the Galicians as labourers. When the Austrian Government saw that it was a question of either the Germans or the Galicians getting out, they resolved to hold their Germans. They sent Professor Oleskow on a prospecting trip to Canada. He found these few Galicians at Edmonton contented and suited, and reported to the Austrian Government; and whether that Government gave any actual assistance or not, it certainly gave its hearty blessing to any country to which the Galicians would go. That is not a reflection on the Galicians. It may be a matter of race preference of the Austrian Government for its German subjects in preference to the Galicians. The Committee will see, therefore, how in the first place we got German and now Galician settlers. The Galician will work as any other man will work, when he gets hungry. The people are right down to bed rock. They never had anything. That is their position, and if they ever get anything they will be better off than they ever were before.

Mr. STENSON:—Are they not improving ?

Mr. OLIVER:—They certainly could not help but improve if they exist at all, because they could not go back.

Mr. RICHARDSON:—In other words they started with nothing and they are holding their own.

Mr. ROGERS:—Maybe their labours will assist their efforts to get on.

Mr. OLIVER:—I do not dispute that, but they do not bring in adequate means to enable them to properly commence life in this country.

Mr. SMART:—There are plenty of Canadians who went to the North-west in that same position who are now doing well.

Mr. SPROULE:—From what I can learn the North-west is being made a dumping ground for this undesirable class of people, because the reports of their condition show that these Galicians are subjects of the most abject poverty. They were unprovided with sufficient clothing for that country, some of them were living in huts and they were living in such a condition as to generate disease amongst them. It appears from the reports of their condition that our country was just being made a dumping ground for these people.

*By Mr. Davin :*

Q. The Dominion health officer at Winnipeg in his report dated 1st January, 1898, says that these people were in a bad state from a sanitary point of view. On the 21st December, 1897, there were in the isolated building in connection with the Winnipeg Immigration Hall 148 cases, and at an earlier period a large number of them were quarantined for smallpox. In the Winnipeg General Hospital there were 14 suffering from diseases such as erysipelas, abscess and inflammation ?

A. Does he say that they were Galicians ?

Q. That would be interesting to know ?

A. I think they were all classes. There would be a larger proportion of Galicians than any other class because there was a larger number of Galicians then in the Immigration Hall.

*By Mr. Hughes :*

Q. How do they compare in stature and general appearance with the ordinary immigrant from the north and south of Germany ?

A. I cannot say exactly.

Q. Are they short and stubby in stature ?

A. Most of them are short, stout, but strong-looking men. I saw a number of parties of them going through to the west.

Mr. HUGHES:—While these Galicians speak a Slavonic language they are of a Teutonic descent.

Mr. RICHARDSON:—Last fall I passed through the Dauphin country where a number of these people are settled, and the general impression I got from them was that they were making some progress. In a number of cases they had cleared land and had erected neat little houses. I was told that the young men were taking up the manners of the country and that the girls were intermarrying with the

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settlers of that country. The feeling in the Dauphin country was that they were making progress.

Mr. SPROULE:—What about the Yorkton district ?

Mr. RICHARDSON:—I do not know anything about the Yorkton district ?

Mr. SMART:—These reports in regard to the Yorkton district were grossly exaggerated. From what we gathered, there was no ground for statements made in some of the papers in reference to that Yorkton settlement.

Mr. ROGERS:—As regards immigration of any kind it seems to me that the question has not been thoroughly dealt with by the Government in the past. There may have been money spent foolishly ; at any rate the results we have had from the money we have expended have not been what we would like. I should like to state that I have been an employer of immigrant labour for the last 30 years. I depend entirely upon hired help on my farm and I have given employment to men who have come with their families from the old country. Some of these people had practically no knowledge of farming in the old country, but I took great trouble to teach them. There are over 60 families in Ontario to-day that put in their first year or two on my farm, and many of these families are worth considerable money of their own earning. I know of one family in particular in Kingston that is worth \$6,000, and this is but one instance which can be duplicated by immigrant families scattered all over Ontario. In regard to these Galicians it is probable that they will grow up with the country and become desirable citizens. I went down to the station to see four train-loads starting for the West, and I was surprised at observing how bright and healthy-looking the young people and children were amongst them. It will pay us to bear with them and to go to sufficient expense to give them a foothold in this country. If our experience with these people is the same as it is with Irish, Scotch and English immigrants, with whom I have had to deal, we should endeavour to encourage them until their families grow up. What we want in this country are muscle and health. We must have these, and especially is female help desirable in the rural districts. The fact of the matter is that one of the greatest difficulties that we experience in the rural parts of Ontario is in getting help of any kind at all. Money is well expended in assisting these newly arrived immigrants until they are able to take care of themselves.

Mr. OLIVER:—I do not wish to raise any question as to the personal qualities of these people, but there is a question as to whether it is desirable to bring in people who have no means. I would like to say, in regard to what Mr. Rogers has stated, that the position in the North-west is that when you bring in a large number of people who have no means of their own and who depend upon their hired labour in order to live, unless the labour and wages are available for them they simply cannot live. That is the misfortune of some of these Galicians. While some of them have means they have been followed by their relatives and friends who have no means of subsistence unless they hire out, and it is difficult if not impossible for them to get sufficient employment at remunerative wages in order to live. That has been the case during the last year or two, and if a still larger number of people in the same condition are brought in I do not see where they are going to get the required employment to enable them to live. I would say : Don't place a lot of people there without means and without opportunity of earning means to go on their own places.

Mr. SPROULE:—Are a large percentage of them not living on charity ?



Mr. OLIVER:—I do not say there are. A great many are on the ragged edge.

Mr. SMART:—Are any of them in the Edmonton district living on charity?

Mr. OLIVER:—There are some.

Mr. TALBOT:—Is it not a desirable thing up in the North-west for farmers to get cheap labour?

Mr. OLIVER:—So far as these people are concerned there is a full supply there already. They have already exceeded the demand, and the probability is they will still further exceed that demand.

The CHAIRMAN:—I would remind that these questions will more appropriately come up in the House.

*By Mr. Sproule :*

Q. How many agents have we employed in European or foreign countries?

A. We have to-day in Europe three paid agents, that is, on the Continent. With regard to the Galicians, I do not know what truth there is in the statement made to me, but I will repeat it to the Committee in order to give you an idea of the character of some of these people, at all events. I think it was the settlement placed north of Winnipeg, and it was given to me as a fact that in one case after these people were settled on lands, one farmer and his wife, without implements, except spade and shovel, dug up seven acres of land for potato-planting last year. That shows that they are willing to work, and if that statement is only half true, it is an encouraging report.

*By Mr. Wilson :*

Q. If they are representative of their class?

A. Yes, if they can be taken as representatives. We have three agents on the Continent, Professor Oleskow employed only for the last three months.

*By Mr. Clancy :*

Q. Is he temporarily employed?

A. Well, there is no permanent arrangement. He is now employed on salary.

*By Mr. Davin :*

Q. Was he paid a commission before?

A. No, he received nothing for his work. He is given an advance of £500 to carry on his work for the present year. He is not, I believe, employed by the Austrian Government. I think he is a gentleman of independent means, and used the sum advanced to cover expenses. His work is confined to Austria.

*By Mr. Sproule :*

Q. And this is the class he is sending out?

A. Well, he is sending Galicians. He says a great many have come in spite of him. All the people he has sent are of the better class, and are possessed of sufficient means to make a beginning.

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*By Mr. Stenson :*

Q. Does he send any other Austrians besides these Galicians?

A. Not that I know of. There will, no doubt, be some others mixed up with them. The other agents are the two agents in France, Messrs. Bodard and Fourcin. These are the only three agents on the continent who receive remuneration from the Department for their services.

*By Mr. Rogers :*

Q. Are there any in Norway and Sweden?

A. No, we sent two agents last year to ascertain the prospects there, but found that they were not very bright, so we did not incur any further expense.

*By Mr. Davin :*

Q. Do they put any difficulties in your way?

A. In Norway and Sweden, yes.

Q. I know they do in Germany?

A. It is just about the same in Norway and Sweden.

*By Mr. Sproule :*

Q. You have two in France and one in Austria?

A. Yes.

Q. How many have you in Great Britain and Ireland?

A. We have the High Commissioner, who is in charge of the work generally. We have in Liverpool working in Lancashire and Yorkshire, Mr. Alfred Jury. Mr. Griffith in Wales. We have our Liverpool office, with staff, Mr. Mitchell being in charge, with assistants distributing literature and giving information.

*By Mr. Davin :*

Q. Have you the same staff at Liverpool?

A. Yes, except Mr. Dyke.

Q. Who is in Mr. Dyke's position?

A. There is no one occupying the same position.

Q. Does Mr. Jury not fill Mr. Dyke's place?

A. Well, he travels through the districts named and lectures. Mr. Mitchell is really in charge of the office work. He was chief clerk before, and he has, I think, two assistants. Their work is chiefly looking after the passengers and their baggage; and besides that, furnishing literature, and so forth. In Ireland we have Mr. Devlin in Dublin and Mr. Webster, who is always travelling. I think his headquarters are at Belfast; and there is also Mr. O'Kelly in Londonderry. There they are all working together, not in various districts.

*By Mr. Hughes :*

Q. Where did Mr. O'Kelly come from before he was sent over to Ireland?

A. I think he came from Pembroke.

Q. He came originally from the United States, did he not?

A. No, I think, originally, he was a land commissioner or something of that kind in Ireland before he came to Canada, at least I understood so from himself.

Q. How many agents are there in Scotland?

A. Mr. Murray, in Glasgow, who has full charge of the work in Scotland.

*By Mr. Clancy :*

Q. Has the province of Manitoba or the North-west any agencies of their own there?

A. No, I think not.

Mr. CLANCY:—The province of Ontario has one, I think, in England.

*By Mr. Wilson :*

Q. Is that all in Scotland?

A. No, we have, besides Mr. Murray, Mr. Duncan, of Manitoba, who went there last summer, and Mr. Grant, who was formerly with the Governor General here, and, up to the first of this month, we had Mr. Fleming in Dundee and Mr. Stewart in Inverness. They are all on salary.

*By Mr. Davin :*

Q. What salary do you pay them?

A. Mr. Murray gets \$2,000 a year; he is in charge. Mr. Duncan get \$100 a month; Mr. Grant, \$100 a month, and Mr. Fleming and Mr. Stewart—I am not certain—but I think they get the same.

Q. What salary does Mr. Jury get?

A. \$1,800 a year.

*By Mr. Wilson :*

Q. Mr. Devlin's salary is about the same?

A. His salary is \$2,000 a year.

*By Mr. Hughes :*

Q. Are these agents in Scotland commissioned to look after immigration in all parts of that country?

A. They go everywhere.

*By Mr. Davin :*

Q. Do they get their expenses besides the salary?

A. Yes, they get travelling expenses.

Q. What work does Mr. Grant do that you pay \$100 a month for?

A. He goes through the districts of Scotland, under the direction of Mr. Murray, visiting places from which information comes to the office of persons likely to move. He also visits the steamship agents and keeps in touch with them. I think he is working in Forfarshire more especially.

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Q. How do you pay his expenses, so much a day or does he give you vouchers ?

A. They all give vouchers ; we have no daily allowances.

*By Mr. Wilson :*

Q. I notice by the Auditor General's Report that there is quite a lot allowed for living expenses and for travelling as well ?

A. Yes ; Mr. Duncan and Mr. Grant are allowed all their expenses.

Q. Whether at home or not ?

A. Yes ; they are really supposed to be travelling all the time.

*By Mr. Clancy :*

Q. Have they their families there ?

A. Mr. Grant has ; Mr. Duncan has not. Mr. Duncan is not there at present although he is going back shortly.

*By Mr. Davin :*

Q. Do I understand that Mr. Grant travels with his family ?

A. There is only his wife, but her expenses are not of course allowed.

*By Mr. Clancy :*

Q. You made some reference a moment ago to the sums paid to steamship agents as bonuses. Does that apply to the persons who have means and are sent direct by your agents ?

A. It applies to all tickets sold to persons going to Manitoba and the North-west.

*By Mr. Hughes :*

Q. At these reduced rates ?

A. Yes.

Q. If a man buys a full fare ticket does the agent get a commission ?

A. I do not think so ; but I can hardly answer that.

*By Mr. Wilson :*

Q. I see that three of these agents had a trip through the North-west before they started ?

A. Yes ; that was before they started.

Q. Is that a usual thing ?

A. It has been since I have been here.

Q. I find the following accounts : Mr. Devlin, \$206 ; Mr. Jury, \$234 ; and Mr. O'Kelly, \$238, for trips through the North-west ?

A. Yes.

Q. I presume they had passes ?

A. Yes, they had passes and the sums named simply cover their living expenses.

*By Mr. McLennan (Inverness):*

Q. There have been agencies in Scotland in years gone by, have there not ?

A. There has always been an agency in Glasgow for many years. Mr. Grahame was there previous to Mr. Murray.

Q. The results for the last year have been very unpromising ?

Mr. CHAIRMAN:—We have not much time left to devote to the American branch, which is of very great importance.

Mr. McLENNAN:—This is an important branch also. I think that immigration from Great Britain and Ireland is as important as we can get.

*By Mr. Hughes :*

Q. Do you ever receive any reports from these agents as to what they are doing ?

A. Yes.

Q. You receive a weekly or monthly statement of the places they visit, the literature they distribute, and so on ?

A. Yes.

Q. While in the old country I was around a good deal and I did not get track of one of our agents there, except that I happened to see Mr. Devlin, and I also happened to see Mr. Jury in Liverpool. These are the only traces I got of any of our agents while I was in the old country ?

A. We have no local agents in England at all.

Mr. HUGHES:—I do not think these immigration agents make themselves known.

Mr. OLIVER:—I had a letter from Mr. O'Kelly saying that he was sending out a man with his wife and family who had \$7,000.

Mr. HUGHES:—From Ireland ?

Mr. OLIVER:—Yes.

*By Mr. Wilson :*

Q. I suppose these publications are distributed in Great Britain and on the Continent ?

A. Yes.

Q. You have been buying some newspapers ?

A. Yes ; we distributed a great many of these papers.

Q. Your report and the report of the Auditor General do not agree in reference to these papers ?

A. In what way ?

Q. As to the numbers. I see in the Auditor General's Report the number of copies of the Winnipeg "Tribune" is given as 15,000, while your report gives it as 3,300.

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*By Mr. McLennan (Inverness):*

Q. I notice that the headquarters of all those agents in Scotland are in the cities?

A. Yes, they travel out from them, visit the fairs and all that kind of thing.

*By Mr. Wilson :*

Q. I find an entry in the Auditor General's Report of a purchase of 12,000 copies of the "Globe," and in your report you say 10,000?

A. Those were sent to parts of the United States.

*By Mr. Sproule :*

Q. What literature are you distributing for the purpose of giving information with regard to the country?

A. The High Commissioner has authority to advertise and publish anything he may think desirable in the interests of emigration at any time. We also send from this side sacks of anything published here. We have published a handbook this year, and, in fact, different kinds of literature published in various languages.

*By Mr. Hughes :*

Q. Have you received any suggestions from the High Commissioner recently in the way of immigration?

A. We receive suggestions all the time.

Q. I mean in the way of getting people to write home?

A. Oh, that has been done all the time. One system adopted is to get the agents at Halifax and Quebec to interview all immigrants as they arrive to get the names of their friends in the district from which they come and who we think might be induced to move, and then we send literature to those.

*By Mr. Davin :*

Q. Would you send us specimens of the literature—I mean the members of the Committee; will you send me some?

A. Yes, but if we sent each member of the Committee it would make a large number, and they are in different languages.

*By Mr. Hughes :*

Q. Would it not be a good plan, where a colony is established and doing well to induce them to write to the local newspapers in the locality from which they come?

A. We are doing that all the time. We are trying all these things.

*By Mr. Hurley :*

Q. Do the Government assist these children who are sent out here to the Marchmont Home and other homes in Ontario?

A. There is a system by which the Government pay \$2 a head to a certain class of these people. I cannot give you the precise particulars off-hand. They are inspected at Liverpool before being allowed to sail and a medical certificate is required in the case of each one.

Mr. HURLEY:—There is no doubt there is an improvement compared with those that used to come, and they are very desirable now.

*By Mr. Sproule :*

Q. In regard to your immigration from the United Kingdom, taking the expenditure, there seems to be an expenditure of nearly \$30,000 to bring out 800 immigrants. Does it not appear that they are pretty costly to us ?

A. A great deal of the work and expenditure is always in prospect.

Q. And never realized?

A. Well, it may and it may not be.

Q. Then you intend to continue the work on the same lines you are following to-day?

A. In the old country we are arranging for a different plan of advertising. We have adopted a system in the United States which, if we can adopt in Great Britain, will be a great improvement. We are using the newspaper press in the various localities. For instance, there is one agency called the Western Newspaper Union Agency, of Chicago, which publishes 2,600 papers each week, having a combined circulation of 1,175,000. During the present year we have had in that an advertisement calling attention to Canada, and also a local notice, costing us, on the average, about \$1 each. Altogether we have advertised in this way in about 6,000 papers, with a circulation of fully 1,000 each. I went myself to the office in Chicago and looked through their lists, and I came to the conclusion that there was no better means of advertising, possible, than this. In this connection I may say in regard to return from this advertising that we received in the latter part of the winter and in the early spring 1,000 letters a day from the United States asking for information. That plan has not been adopted in Great Britain, but we hope to secure something similar to it.

Q. That is a plan in contemplation?

A. Yes.

Q. Do you keep up the same agencies?

A. We have made a few changes in the agencies, but this question has not been decided for the next year. Our work begins in the fall for the following year.

Q. Yes, but there was work going on last fall that ought to bring results this year if we are to have any benefit from it?

A. We will know that this year. I may say in regard to immigration that all immigration work is largely experimental. We have to try every possible means and plans must be changed continually to get at the results. After all, immigration work is not schemes and plans so much as actually getting people, and we are attempting to get them in every possible way we can at the least possible expense.

Q. The reason why I refer to this is that for several years it has seemed to be the sense of this Committee and of the House that the amount of money that we were expending for bringing in immigrants was out of all proportion to the return. That amount has been cut down yearly until a couple of years ago when the amount was increased very much. Now the question is whether we are going to get results sufficient to justify that increased expenditure?

## Agriculture and Colonization.

A. It may be that you do not spend enough to do the work as thoroughly as it should be done. I believe that this expenditure is necessary to carry on the work effectively.

Q. The present expenditure for immigration is \$127,438, and the question is whether we are getting a return for that expenditure?

A. I think \$130,000 was the vote in 1896 for immigration.

Q. We have this year 1,519 English immigrants, 205 Scotch and 69 Irish?

A. Certainly, so far as Winnipeg is concerned, but the returns we have this year are most encouraging for the efforts that have been put forth. I have not the exact figures with me, but there has never been a year in the history of the Northwest since 1882 when there has been as large a number of people going in as during this year. (See Table E.)

Q. It seems to me that it would be desirable in the interests of the Committee, so as to enable them to report their observations to the House, that that information, as far as it could have been available, should have been before the Committee. The season is getting pretty well advanced for bringing in immigrants, and if you have returns up to a late date it would be well that the Committee should have them?

A. I thought it possible that the Minister might refer to the matter himself in the House; that is the reason I did not bring any figures in regard to it.

Q. It would be desirable information for the Committee, because if they have any recommendation to make, it should be based upon certain information?

A. If you think it advisable I will add that to the report. (See Tables A to H.)

Q. As to the pamphlets that are being distributed it seems to me that we should have information as to these.

Mr. CHAIRMAN:—It was agreed that Mr. Smart should send samples to the Committee.

Mr. SPROULE:—I take exception to that, because when they are sent here there is no one to give us information as to the cost of these pamphlets so that the Committee may have an opportunity of expressing an opinion when they make up their report. We will have no time to investigate the details so as to give an intelligent expression of opinion upon them. I do not so much blame Mr. Smart because he has never been here before and he did not know what were the lines which had been followed in the past, but this is one of the lines in regard to which the Committee are entitled to get information so as to be enabled to judge intelligently of what is being done in reference to European and foreign immigration.

*By Mr. Wilson :*

Q. I would like to ask whether Mr. Devlin is allowed a living allowance besides his salary?

A. Not in Dublin.

Q. Do any other of these Irish agents have a living allowance ?

A. They are travelling all the time.



Q. These are travelling all the time and get an allowance ?

A. Yes.

*By Mr. Davin :*

Q. You get the vouchers ?

A. Yes ; these come through the High Commissioner's office and we examine them.

Q. I think in 1875 a great fraud was practised on the Government in that way. Bills were sent in for travelling that had never taken place at all.

*By Mr. McLennan (Inverness) :*

Q. Don't you reasonably expect that the work of these immigration commissioners, particularly in Great Britain and Ireland, will be facilitated during the present year owing to the fact of the more satisfactory condition of affairs in regard to education in the province of Manitoba than in past years ? Don't you think that it will be a great incentive to people to go to that province ?

A. It has been asserted that the condition there prevented Roman Catholic immigration. That, of course, is a matter of opinion.

Mr. McLENNAN (Inverness):—As a Roman Catholic I say at once that it was a deterrent and a strong deterrent. For my part, if I had a family and I intended to emigrate I am sure Manitoba would be the last place on this continent I would go to, and I consider owing to the better conditions there in regard to educational matters that there is a much better prospect. I am watching with keen interest the result.

Mr. DAVIN:—I think this attack on the Minister of the Interior is out of order.

*By Mr. McLennan (Inverness) :*

Q. It is no attack upon the Minister of the Interior, but it is bearing out the policy of the Deputy Minister of the Interior and the Government that employ him. There is a more satisfactory condition of affairs in regard to immigration. Is that not the way you understand it?

Mr. SMART:—I think so.

Mr. CHAIRMAN:—These are discussions which properly belong to the House of Commons and not to the Committee.

Mr. McLENNAN (Inverness):—I think they are proper to the Committee, because the matter is one that bears directly on immigration.

Mr. CHAIRMAN:—I think we should have a summary of the system in a general way which has been followed in inducing immigration upon the American side.

Mr. SMART:—We have paid agents with headquarters at Detroit, Chicago, Omaha, St. Paul, Stephen's Point, Reed City, and Bad Axe. Reed City and Bad Axe are in Michigan.

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*By Mr. Sproule :*

Q. How about Illinois ?

A. The Chicago agent has Illinois and Indiana. Omaha covers Nebraska ; Kansas City covers Kansas. These are all the paid agents we have now. That is, they are all paid salary.

*By Mr. Darwin :*

Q. What salary do you pay them ?

A. They are paid different salaries. Mr. McInnes, in Detroit, gets \$1,500 a year. All our literature is sent to him and distributed by him to the various agents. Mr. Grieve has \$1,200 a year; Mr. Caven at Bad Axe has \$900 a year; Mr. Broughton at Chicago has \$900 a year.

*By Mr. Sproule :*

Q. That is Mr. Grieve who used to be a member here ?

A. Yes ; he is at Reed City, Michigan. Mr. Bennett in Omaha gets \$900 ; Mr. Crawford in Kansas City \$900, and Mr. Davies at St. Paul \$1,500. There are two in St. Paul, in fact they both work from that office. The other one gets \$1,200 a year.

*By Mr. Wilson :*

Q. What does Mr. Grieve get ?

A. \$1,200. Then we have Mr. Swanson who travels.

Q. He gets travelling expenses, I suppose ?

A. Yes. I may say in connection with travelling expenses that we have endeavoured to make arrangements with railway companies to cover as much as possible transportation over their lines for our agents, and with some lines we have succeeded very well in getting transportation.

Q. You allow your agents so much per day ?

A. No ; we allow them actual expenses.

Q. Do you make a maximum beyond which they cannot go ?

A. No ; we do not.

Q. The old Government used to ?

A. No, not latterly, I think. At one time they allowed \$3 or \$3.50 a day.

Q. You would be careful not to allow them too much ?

A. If they have to travel we pay their expenses. They have to certify that the money was disbursed and that it covered actual expenses while travelling on Government business.

*By Mr. Rogers :*

Q. Have you agents in the eastern part of the States ?

A. Mr. Swanson, a Swede, travels largely through the Swedish settlements, and does very well. He is the same gentleman who went to Sweden last summer. He gets \$1,500. Mr. White looks after the agents generally and the advertising. He gets \$1,800. He travels all over the States.

*By Mr. Sproule :*

Q. And Mr. Swallow, is there an agent appointed recently in his place ?

A. He is at Watertown, South Dakota. In addition to these agents we have a number of land guides in the North-west who work during the spring and summer there and are sent to various parts of the States to work during the winter months.

Q. What about Mr. Ritchie ?

A. He is paid \$900 for expenses and a commission, the same we pay to all sub-agents. Every agent is permitted to appoint a sub-agent who receives a commission of \$3 for each man and \$2 for each woman, and \$1 for all others. Mr. Ritchie gets allowance for expenses and the commission.

*By Mr. Davin :*

Q. Three dollars for each man ?

A. Yes, for each settler ; and \$1 for each child. We have two or three in the same way. Parker, at Duluth, gets \$25 a month and a commission. His \$25 a month allowance was done away with on the 1st.

*By Mr. Sproule :*

Q. Broughton, Illinois, what does he get ?

A. \$900.

*By Mr. Davin :*

Q. \$900 salary ?

A. Yes.

*By Mr. Sproule :*

Q. And Caven, what does he get ?

A. \$900.

Q. And Crawford, of Kansas ?

A. \$900.

Q. Then there is T. O. Currie ?

A. He gets \$1,200.

Q. Is that all your agents ?

A. All except a few.

Q. What about Daly ?

A. He is not employed.

Q. Miss Dass, is she employed ?

A. Yes, she is a clerk in the office at St. Paul. Then we have the Reverend Father Morin, who works in the Eastern States, who is paid \$800.

*By Mr. Wilson :*

Q. Have you any ex-members of Parliament except Grieve employed as immigration agents ?

## Agriculture and Colonization.

A. I do not think so. And we have Father Brousseau, who is paid \$500.

*By Mr. Davin :*

Q. These are for repatriation?

A. Yes, and we had until recently Father Corbeil, but during the last few weeks we have appointed Father Blais in his place. Then we make a grant to the Colonization Society of Montreal for that work of repatriation.

*By Mr. Sproule :*

Q. How much?

A. In round figures, about \$3,000 a year.

*By Mr. Talbot :*

Q. In connection with the Lake St. John Railway?

A. That is another thing. We gave a grant last year of \$8,000 to the Lake St. John Railway for repatriation.

*By Mr. Sproule :*

Q. Was there not a vote to Father Somebody for the Lake St. John district; it seems to me there was something in the supplementary estimates?

A. I do not think so. Then Father Paradis was employed for a number of years establishing a colony at Verner on the line between here and Fort William; he gets \$600 a year.

*By Mr. Wilson :*

Q. Have you an agent in St. Paul named Davies; is he a relative of the Minister?

A. I think he is a half-brother.

Q. What is his first name?

A. Benjamin.

Q. What is his salary?

A. \$1,500. Now, these agents visit certain localities within a certain district, as far as they can go, appointing sub-agents, who inform them when they know of any person likely to move wanting information and the agent immediately forwards the information to the parties, and if they are induced to come through the efforts of a sub-agent he gets a commission.

Q. How much is he paid for commissions?

A. Not a great deal. Ritchie, of North Dakota, last year received \$1,200, but that is as much as was paid to all the others almost.

*By Mr. Sproule :*

Q. Have you information as to results; how long has this work been going on?

A. We began last March, that is a year ago last March, with three agents, and during the year these other agents have been added.

Q. Then you have no specific results from the work so far?

A. No; of course we have a record.

Q. What has been the result, speaking generally?

A. It is turning out very well, so far. The last return gave us something like 1,800 people as having moved from the States.

Q. Last fall?

A. No, this spring.

Q. Is it the intention to continue the same aid to these children who, were brought into the country, the Barnardo Home children, and so forth?

A. Do you refer to the homes at Belleville and St. Catharines and Peterboro?

Q. Yes?

A. Whether it is the intention to continue the assistance in future as in the past, I cannot say. That is a matter of policy for the Government. There has been no suggestion so far.

Q. It is just running on the same as before?

A. Yes.

*By Mr. Wilson :*

Q. Have you any idea of what the immigration from the United States has cost?

A. I cannot say now.

Q. The result has not been very heavy; 712 is all you report?

A. That is for last year. I may say in connection with last year's work, everything was withdrawn so far as the agents were concerned up to March of a year ago, so that anything accomplished last year was simply from March, and not from any previous effort.

Q. From the information you now have, are you getting good people from the United States?

A. Yes.

Q. Are you getting a desirable class of people?

A. Yes, this work is very encouraging. We have been getting a great many and we have spent some time and a little money in encouraging delegates to go through the country and report. In every case, so far as I am aware, the reports have been very favourable.

Q. That policy was pursued by the late Government, was it not?

A. I do not know, I am sure.

*By Mr. Davin :*

Q. You found a great deal of this work under way when you came into office?

A. Certainly there was money being spent.

## Agriculture and Colonization.

Q. And there were agents all over the United States?

A. I think there was only one agent when I came here, Mr. Daly, I think.

*By Mr. Wilson :*

Q. I think they have laid off agents generally. I know there was Captain Holmes who was laid off and not put on again.

*By Mr. Davin :*

A. You spoke about agents doing work in the United States. Do you know anything of Mr. Rankin, of Regina. Where is he now?

A. He is now in St. Paul. He went down to Kansas.

Q. Was it by your instruction he described himself, when he went to Kansas, as from Manitoba?

A. I never heard of that before. In connection with our agents in Canada, I may say it has been the policy of the Department to do everything possible in the way of encouraging people after they come here. We felt that that was one large part of immigration work that was neglected, to some extent. We employed several people to properly represent to persons coming here the conditions of the various districts, to look after them, and to send them to the districts in which they had decided to locate. There is no question about it that this part of the work is important because the people are better satisfied, and I am sure the results will be satisfactory.

*By Mr. Sproule :*

Q. I see you have agents at Brandon, Calgary and Dominion City?

A. These men may come under these names, but they all travel.

Q. Here is W. Braun, of Brandon?

A. There is a building at Brandon, and he is in charge of it.

Q. B. Hogg, I see, is the caretaker. C. W. Spears, agent?

A. He travels.

Q. Is he the man who was a candidate for Brandon and who dropped out for Mr. Sifton?

A. He dropped out for Mr. McCarthy.

Q. Where does he travel?

A. All over the United States in winter time.

Q. He just goes wherever he likes?

A. No; wherever he is sent. Mr. McCreary has full charge.

Q. What does R. Alexander do?

A. He is no longer employed; he has not been employed for a year.

*By Mr. Davin :*

Q. Why was he dismissed?

A. He was intelligence officer. We did not put anybody in his place. We have nobody but a caretaker at Calgary now. His office was practically abolished.

## Agriculture and Colonization.

### TABLE A.

Showing sex, destinations and nationalities of the immigrant arrivals at Halifax,  
St. John, N.B., Montreal and Quebec, for the years indicated.

	1896.	1897.
<i>Arrivals.</i>		
Male adults.....	13,151	12,842
Female adults.....	6,740	6,944
Children under 12, male.....	3,021	3,786
do    female.....	2,566	3,497
Total.....	25,478	27,069
<i>Destinations.</i>		
For United States—		
English.....	1,752	1,375
Irish.....	68	48
Scotch.....	57	38
Germans.....	892	595
Scandinavians.....	2,661	1,523
French and Belgians.....	25	23
Others.....	3,188	4,163
Total.....	8,643	7,765
For Canada—		
English.....	10,156	9,393
Irish.....	886	751
Scotch.....	1,342	1,239
Germans.....	644	636
Scandinavians.....	788	718
French and Belgians.....	762	740
Canadians.....	317	484
United States citizens.....	38	28
Others.....	1,902	5,315
Total.....	16,835	19,304



TABLE B.

Showing sex, destinations and nationalities of the immigrant arrivals at Halifax, St. John, N.B., Montreal and Quebec, from 1st January to 30th May in each year following:—

	1896.	1897.	1898.
<i>Arrivals.</i>			
Male adults .....	6,437	5,709	7,407
Female adults .....	2,252	2,462	2,705
Children under 12, male .....	1,074	1,590	1,606
do female .....	848	1,399	1,488
Total .....	10,611	11,160	13,206
<i>Destinations.</i>			
For United States—			
English .....	715	423	611
Irish .....	28	16	51
Scotch .....	16	3	24
Germans .....	234	281	259
Scandinavians .....	1,241	718	775
French and Belgians .....	19	15	6
Others .....	1,024	1,187	1,556
Total .....	3,277	2,643	3,282
For Canada—			
English .....	4,681	3,728	4,339
Irish .....	363	237	298
Scotch .....	528	402	536
Germans .....	253	290	251
Scandinavians .....	356	281	368
French and Belgians .....	358	331	285
Canadians .....	40	201	475
United States citizens .....	18	8	82
Others .....	737	3,039	3,290
Total .....	7,334	8,517	9,924

## Agriculture and Colonization.

### TABLE C.

Showing destinations and nationalities of immigrant arrivals at Winnipeg in the two years indicated.

	1896.	1897.
<i>Arrivals.</i>		
From Eastern Canada.....	249	2,579
do United States.....	608	1,295
do Europe.....	2,963	6,990
Total .....	3,820	10,864
<i>Destinations.</i>		
Ontario.....		122
Manitoba.....	2,777	6,050
North-west Territories.....	939	3,655
British Columbia.....	98	1,013
United States.....		24
Total .....	3,820	10,864
<i>Nationalities.</i>		
English.....	543	1,519
Irish.....	13	69
Scotch.....	105	205
Germans.....	1,004	520
Scandinavians.....	442	474
French and Belgians.....	352	383
United States.....	25	712
Canadians.....	336	2,373
Austrians and Galicians.....	904	4,363
Others.....	96	246
Total .....	3,820	10,864

TABLE D.

Showing arrivals, destinations and nationalities of immigrants arrived at Winnipeg, from 1st January to 30th May, in each year indicated

	1896.	1897.	1898.
<i>Arrivals.</i>			
From Eastern Canada.....	113	59	9,098
do United States.....	297	380	2,553
do Europe.....	1,209	3,389	5,044
Total.....	1,709	3,828	16,695
<i>Destinations.</i>			
Ontario.....			30
Manitoba.....	1,128	2,831	5,637
North-west Territories.....	534	932	4,152
British Columbia.....	47	64	3,827
Yukon.....			2,835
United States.....		1	214
Total.....	1,709	3,828	16,695
<i>Nationalities.</i>			
English.....	316	272	1,908
Irish.....	6		120
Scotch.....	31	28	336
Germans.....	374	169	372
Scandinavians.....	230	179	231
French and Belgians.....	215	191	193
Galicians.....	308	2,731	2,307
Canadians.....	173	99	8,899
United States.....	11	94	2,020
Others.....	45	65	309
Total.....	1,709	3,828	16,695

## Agriculture and Colonization.

### TABLE E.

Showing total immigrant arrivals at Winnipeg, from 1882 to 1897, inclusive.

Year.	Number.	Year.	Number.
1882.....	5,947	1890.....	1,999
1883.....	6,385	1891.....	3,535
1884.....	3,706	1892.....	6,970
1885.....	4,656	1893.....	7,071
1886.....	4,130	1894.....	4,839
1887.....	3,512	1895.....	3,638
1888.....	3,387	1896.....	3,820
1889.....	3,252	1897.....	10,864

### TABLE F.

Railway passengers to and from Manitoba and the North-west Territories, from 1st January, 1898, to 30th May, 1898, both dates inclusive.

	Inwards to Manitoba and North- west Territories.	Outwards from Manitoba and North- west Territories.
Coutts.....	469	468
Portal.....	6,236	3,426
Gretna.....	1,261	983
Emerson, Canadian Pacific Railway.....	13	31
do Northern Pacific Railway.....	3,874	2,877
Ingolf.....	32,462	10,304
Laggan.....	10,342	20,853
Total.....	54,657	38,942
Balance inwards.....		15,715

TABLE G.

Dominion lands homesteaded, and nationalities of settlers—Canadian and foreign—  
making entries, in the years 1896 and 1897.

Nationalities.	Number of Entries, 1896.	Number of Entries, 1897.
Canadians from Ontario.....	309	455
do Quebec.....	32	75
do Nova Scotia.....	11	10
do New Brunswick.....	5	8
do Prince Edward Island.....	3	9
do British Columbia.....	4	2
do Manitoba.....	187	119
do North-west Territories.....	19	25
	570	703
Persons who had previous entries.....	385	396
Canadians returned from United States.....	48	54
United States citizens.....	142	164
Newfoundland.....	2	
English.....	278	300
Irish.....	39	33
Scotch.....	72	83
French.....	64	55
Belgians.....	17	15
Italians.....	2	1
Austro-Hungarians.....	83	358
Roumanians.....	1	
Swiss.....		1
Hollanders.....		1
Germans.....	44	100
Danes, other than Icelanders.....	4	6
Icelanders.....	14	9
Swedes and Norwegians.....	7	23
Russians, other than Mennonites and Poles.....	69	69
Mennonites.....	4	23
Poles.....	12	12
Number of entries.....	1,857	2,406
Number of souls.....	5,556	7,404

# Agriculture and Colonization.

## TABLE H.

Dominion lands homesteaded, and nationalities of settlers—Canadian and foreign—  
making entries from 1st January to 30th May, in each year indicated.

Nationalities.	Number of Entries, 1896.	Number of Entries, 1897.	Number of Entries, 1898.
Canadians from Ontario .....	123	163	346
do Quebec .....	17	35	35
do Nova Scotia .....	6	2	14
do New Brunswick .....	2	1	6
do Prince Edward Island .....	3	4	3
do British Columbia .....	2	1	3
do Manitoba .....	42	37	70
do North-west Territories .....	8	9	26
	203	252	503
Persons who had previous entry .....	158	146	241
Canadians returned from United States .....	19	13	56
United States citizens .....	61	64	209
Newfoundland .....	2	1	1
English .....	117	121	170
Irish .....	12	19	30
Scotch .....	36	20	55
French .....	38	22	17
Belgians .....	14	5	8
Swiss .....	1	1	1
Hollanders .....	1	1	1
Germans .....	17	30	35
Austro-Hungarians .....	34	104	239
Danes .....	3	3	3
Icelanders .....	7	2	23
Swedes and Norwegians .....	2	3	9
Russians .....	35	35	60
Mennonites .....	3	7	14
Poles .....	9	6	3
Italians .....	2	1	1
Roumanians .....	1	1	1
Number of entries .....	770	854	1,679
Number of souls .....	2,366	2,505	5,134

Having examined the preceding transcript of my evidence, I find it correct.

JAS. A. SMART.

*Deputy Minister of Interior.*



**Agriculture and Colonization.**

A P P E N D I X





## Agriculture and Colonization.

### RECOMMENDATIONS BY THE COMMITTEE.

The following resolutions were adopted by the Committee as recommendations for the promotion of the agricultural interests of the Dominion:—

#### NO. I.—TO TAKE DOWN EVIDENCE.

Moved by Mr. Sproule, seconded by Mr. Sutherland,—“That the Committee ask authority from the House to employ a shorthand writer to take down such evidence as they may deem proper.”—Adopted.

COMMITTEE ROOM 46,  
3rd March, 1898.

#### NO. 2.—TO PRINT A SPECIAL ISSUE OF THE DAIRY COMMISSIONER'S REPORT FOR 1897.

Moved by Mr. Sproule, seconded by Mr. Talbot,—“That the Committee ask the House that it be authorized to have printed, in the usual numerical proportions in English and French, one hundred and fifty thousand (150,000) copies of the ‘Report of the Commissioner of Agriculture and Dairying, for the Dominion of Canada,’ for distribution, this proposed number including the copies necessary for use at the Department.”—Motion adopted.

COMMITTEE ROOM 46,  
22nd April, 1898.

#### NO. 3.—IN REFERENCE TO BILL NO. II.

Moved by Mr. McGregor, seconded by Mr. Rogers,—“That Bill No. II, ‘An Act to amend the Criminal Code, 1892, with respect to cruelty to animals,’ be reported to the House without any amendment, no further action being contemplated this Session.”—Motion adopted.

COMMITTEE ROOM 46,  
6th May, 1898.

The following is a copy of Bill No. II (1898)—read first time 9th February, on motion of Mr. E. G. Penny, M.P., Montreal.

Referred by Order of the House to the Select Standing Committee on Agriculture and Colonization, 17th March.

No. 11.)

BILL

(1898.

An Act to amend the Criminal Code, 1892, with respect to cruelty to animals.

HER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

1. *The Criminal Code, 1892*, is hereby amended by adding the following section thereto immediately after section 512:—

“512a. Every one is guilty of an offence and liable, on summary conviction before two justices of the peace, to a penalty not exceeding fifty dollars, or to three months’ imprisonment with or without hard labour, or to both, who—

“(a.) without being a duly qualified veterinary surgeon, or a student duly qualified and admitted to study and skilled in veterinary surgery, acting in the presence and under the supervision of a duly qualified veterinary surgeon, docks, nicks or pricks, or undertakes to dock, nick or prick the tail of any horse, by any method or means; or

“(b.) causes or knowingly permits this to be done by a person other than those mentioned in paragraph (a) upon premises of which he is the owner, lessee, proprietor, or user; or

“(c.) assists in or is present at such cutting.

“2. If the horse is found with its tail so cut, and with the wound resulting from such cutting unhealed, upon the premises of any person other than a veterinary surgeon or student as aforesaid, such facts shall be *prima facie* evidence that the person who occupies or has the use of the premises on which such horse is so found has committed an offence against this section, unless it is shown that the cutting was done by a qualified veterinary surgeon or by a veterinary student acting under his direction.

“3. Every veterinary surgeon and veterinary student who docks, nicks or pricks a horse or mare shall keep a record thereof, and of date of such operation, and the sex, colour, markings, breed, age, height and any special mark which may serve to identify the animal, and he shall give a copy of such record, signed by him, to the owner of the animal.”

No. 4.—TO ASCERTAIN THE COMPETENCY OF PARLIAMENT TO ENACT BILL NO. 83.

Moved by Mr. McMillan, seconded by Mr. Sproule,—“That the Chairman obtain advice of the Department of Justice, as to the competency of the Parliament of the Dominion to pass this Act.”—Motion adopted.

COMMITTEE ROOM 46,  
27th April, 1898.

No. 5.—TO OBTAIN THE OPINIONS OF THE CLASSES OF PERSONS INDICATED IN THE RESOLUTION FOLLOWING AS TO THE MERITS OF BILL NO. 83.

Moved by Mr. Parmalee, seconded by Mr. McMillan,—“Whereas it appears desirable to obtain an expression of opinion from the salesmen of cheese factories and creameries, the Presidents and Secretaries of Dairymen’s Boards of Trade and of Dairymen’s Associations, the exporters of cheese and butter and others directly interested, on the Bill No. 83, entitled ‘An Act to prohibit improper speculation in the sale of butter and cheese’:—It is resolved, that the Clerk of the Committee be instructed to send a copy of the Bill and a circular to those persons, as per attached forms.”—Motion adopted.

COMMITTEE ROOM 46,  
6th May, 1898.

The following is the Bill referred to in above resolution No. 4, which was introduced by Charles Henry Parmalee, Esq., Member of Parliament for

## Agriculture and Colonization

Shefford, Quebec, on 17th March, 1898, and referred by Order of the House to the Select Standing Committee on Agriculture and Colonization on the 30th March.

No. 83.)

BILL.

(1898.

An Act to prohibit improper Speculation in the Sale of Butter and Cheese.

HER Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. This Act may be cited as *Butter and Cheese Sales Act, 1898*.

2. This Act shall come into operation on the first day of January, 1899.

3. Every one who, by himself or through the agency of another person, (a) sells, or (b) offers to sell, or (c) agrees to sell, or (d) agrees to offer to sell, any butter or cheese which at the time such sale, offer or agreement is made, has not been manufactured and is not his property or the property of some person for whom he is duly authorized to act, is guilty of an offence, and liable, on summary conviction, to the following penalties :—

(a.) For a first offence, to a fine not exceeding five hundred dollars or imprisonment, with or without hard labour, for not more than three months, or to both such fine and imprisonment ;

(b.) For a second, and any subsequent offence, to a fine not exceeding one thousand dollars, or to imprisonment, with or without hard labour, for not more than six months, or to both such fine and imprisonment.

4. Any pecuniary penalty hereby imposed shall, when recovered, be payable one-half to the Informant, and the other half to Her Majesty.

5. The Governor in Council may make such regulations and appoint such officers as he considers necessary in order to secure the efficient operation of this Act ; and the regulations so made shall be in force from the date of their publication in the *Canada Gazette* or from such other date as is specified in the proclamation in that behalf.

6. Nothing herein shall be deemed to prohibit any person who is duly authorized to act for the person or persons who supply milk to any dairy or butter or cheese factory, from selling, or offering to sell or agreeing to sell, any butter or cheese to be manufactured at such dairy or cheese factory or butter factory.

### FORMS ADOPTED, NO. 1.

#### SELECT STANDING COMMITTEE OF THE HOUSE OF COMMONS ON AGRICULTURE AND COLONIZATION.

HOUSE OF COMMONS,

OTTAWA, 6th September, 1898.

SIR,—I am directed by the Chairman of the Select Standing Committee of the House of Commons on Agriculture and Colonization, to inclose you herewith a copy of a Bill introduced to the House of Commons by Mr. C. H. Parmalee, M.P., and intituled: "An Act to prohibit improper speculation in the sale of butter and cheese."

The Committee has resolved that it is desirable to obtain an expression of opinion from the salesmen of cheese factories and creameries, the Presidents and Secretaries of Dairymen's Boards of Trade and Dairymen's Associations, the exporters of cheese and butter, and others directly interested.

I have been instructed to send you the inclosed sheet and copy of the Bill, and to request that you will answer the questions, also add any remarks you may desire to make, under the head of "Remarks," and return it to me in the inclosed envelope, or one similarly addressed, at your earliest convenience.

I have the honour to be, sir,

Your obedient servant,

J. H. MACLEOD,

*Secretary to the Committee.*

## FORM ADOPTED, No. 2.

## SHEET TO BE FILLED IN AND RETURNED.

Please answer the following questions, and return this sheet at your earliest convenience, as directed in the accompanying letter.

Where the Bill and inclosed paper for return are given in two languages, write answers on one paper only, either English or French, as most convenient.

Are you in favour of clause 3 of this Bill inclosed?.....

Are you in favour of a law to prohibit the selling of cheese or butter, not in existence at the time when such sale or offer to sell is made?.....

(Name).....

(Address).....

(Date).....

Are you the salesman of a cheese or butter factory?.....

Do you officially represent any Dairymen's Board of Trade or other Dairy Association? If so, give its designation.....

Are you a cheese or butter exporter?.....

or—

Are you industrially connected with dairy production, as a proprietor, manager or otherwise, if so, in what way?.....

## \*REMARKS.

*\*Under this head write briefly any remarks you may desire to make on the subject to which the inclosed Bill applies.*

## No. 6.—COMPLIMENTARY VOTE TO THE CHAIRMAN.

Moved by Mr. Sproule, seconded by Mr. Gilmour,—“That the thanks of this Committee be now tendered to Mr. Bain for the care and ability with which he has conducted the business of the Committee during the current Session of Parliament.”—Motion adopted, with applause.

COMMITTEE ROOM 46,

6th June, 1898.

The preceding resolutions are true copies as recorded in the minutes of meetings of the Select Standing Committee on Agriculture and Colonization, on the respective dates specified.

J. H. MACLEOD,

*Clerk to Committee.*

# Agriculture and Colonization.

## INTERIM REPORTS.

### FIRST REPORT.

Mr. Bain, from the Select Standing Committee on Agriculture and Colonization, presented the First Report of the said Committee, as follows:—

The Committee recommend that the House grant them authority to employ a shorthand writer to take down such evidence as they may deem proper.

THOS. BAIN,  
*Chairman.*

HOUSE OF COMMONS,  
3rd March, 1898.

*Concurred in by the House, 4th March.*

### SECOND REPORT.

Mr. Bain, from the Select Standing Committee on Agriculture and Colonization, presented the Second Report of said Committee, as follows:—

The Committee recommend that the House authorize the printing, in the usual numerical proportions of English and French, of one hundred and fifty thousand (150,000) copies of the "Report of the Commissioner of Agriculture and Dairying for the Dominion of Canada," including twenty-five thousand (25,000) copies necessary for distribution from the Department of Agriculture, by order of the Minister.

THOS. BAIN,  
*Chairman.*

HOUSE OF COMMONS,  
26th April, 1898.

*Concurred in by the House, 28th April.*

### THIRD REPORT.

Mr. Bain, from the Select Standing Committee on Agriculture and Colonization, presented the Third Report of the said Committee, as follows:—

The Committee have had under consideration Bill No. 11, an Act to amend the Criminal Code, 1892, to prevent cruelty to animals, and have agreed to report the same without amendment, no further action being contemplated with the measure during the present Session.

THOS. BAIN,  
*Chairman.*

HOUSE OF COMMONS,  
6th May, 1898.

*Concurred in by the House, 12th May.*

## FOURTH REPORT.

Mr. Bain, from the Select Standing Committee on Agriculture and Colonization, presented the Fourth Report of the said Committee, as follows:—

The Committee have had under consideration Bill 83, intituled: "An Act to prohibit improper speculation in the sale of butter and cheese," and recommend that no further legislative action be taken on the said Bill, in the current Session of Parliament, but with a view to obtaining fuller information than at present available, that circulars inclosing copies of the Bill be issued under the authority of the Committee, and sent to Boards of Trade, Dairy Associations, dealers in dairy products, Salesmen and Managers of Cheese Factories and Creameries throughout the Dominion, asking their opinion as to the probable effects upon the Dairy industry, if the provisions of the said Bill were passed into law.

THOS. BAIN,

*Chairman.*

HOUSE OF COMMONS,  
10th May, 1898.

*Concurred in by the House, 12th May.*