

APPENDIX No. 4.

PRELIMINARY REPORT OF THE COMMISSION ON WAR CLAIMS.

SIR,

OTTAWA, 25th February, 1886.

The Commission appointed first by you on the 21st day of August, 1885, and subsequently confirmed by the following Order in Council, passed on the 15th October:

"Certified copy of a Report of a Committee of the Honorable the Privy Council, approved by the Honorable the Deputy Governor in Council on the 15th October, 1885.

The Committee, on the recommendation of the Minister of Militia and Defence, advise that, Lieutenant Colonel William Hayes Jackson, Deputy Adjutant General of Military District Number One, Lieutenant Colonel Edward A. Whitehead, Retired List, and Honorary Lieutenant Colonel William Henry Forrest, District Paymaster and Superintendent of Militia Stores, Military District Number Seven, be appointed, under the provisions of the Act 31 Victoria, cap. 38, intituled: "An Act respecting Inquiries concerning Public matters," Commissioners to investigate all claims arising out of the late Rebellion in the Northwest Territories, and which may be chargeable to the Department of Militia and Defence, viz: for Transport Supplies, Salaries, and all other claims incidental to these services, and that a Commission do issue under the provisions of the said Act, conferring on such Commissioners the power of summoning before them any party or witnesses, and of requiring them to give evidence on oath, orally or in writing (or on solemn affirmations, if they be parties entitled to affirm in civil matters), and to produce such documents and things as such Commissioners deem requisite to the full investigation of the matters into which they are appointed to examine.

The Committee, on the same recommendation, advise that Mr. Edmund Burnham Holt, Second Class Clerk in the Department of Militia and Defence, be appointed Secretary to the said Commission.

JOHN J. MCGEE,
Clerk Privy Council.

The Honorable the Minister of Militia and Defence."

Lieut. Col. Peebles was added to the Commission by Order in Council on the 17th November, 1885.

"Certified copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th November, 1885.

The Committee, on the recommendation of the Minister of Militia and Defence, advise that Lieutenant Colonel Adam John Laing Peebles be appointed,

under provisions of 31 Vic., Cap. 38, in place of Lieutenant Colonel Edward A. Whitehead, as one of the Commissioners named by Order in Council of the 15th October, 1885, to act as one of such Commissioners during the investigation of claims connected with the Transport of Stores and Supplies in the Northwest Territories, such transactions having been directly under the management of Lieut. Col. Whitehead.

JOHN J. MCGEE,

Clerk Privy Council.

To the Honorable the Minister of Militia and Defence."

By your orders Major George Guy, Paymaster North West Force, acted as a member during the absence on leave of Lieut.-Col. Whitehead.

The Commission assembled at Winnipeg on the 7th September (but had been gathering information and making arrangements from the 21st August), and have held one hundred and thirty-five sessions up to 25th February, 1886, covering a period of one hundred and eighty days. During their continuance in the North West, their offices were kept open daily (Sundays included) until nearly midnight. After having obtained all the information available at Winnipeg, the Commission adjourned, and re-assembled at Ottawa on the 7th January, 1886, and proceeded to adjust the claims of the Hudson's Bay Co., considering and submitting proposals for basis of settlement of the large claims presented by the C. I. Railway for conveyance of Troops and stores, and especially over the unfinished portion of the road, between Biscotasing and Port Arthur, a distance of 461 miles, where much of the work had to be done with teams; and, further, to take up and report upon the numerous claims which had accumulated during adjournment.

1308 Claims received and filed, amount to \$700,514.08. In addition the Hudson's Bay Co. accounts amount to \$1,757,032.64, and the Canadian Pacific Railway to \$852,331.32, making a total of \$3,289,878.04. Claims have been reported upon amounting to \$3,270,022.19. Recommended for payment \$2,918,024.03. Rejected \$139,850.19. Deducted as over-charge \$212,147.97,—making a total reduction of \$351,998.16.

The respective reports submitted from time to time are herewith embodied, showing action taken on the various numbers, together with your remarks thereon.

The Commissioners having gone to the North West shortly after the outbreak of the Rebellion, where they served in various capacities in connection with the forces, remaining in the country some eight or nine months (some of whom had spent considerable time in the country previously), having cognizance of almost all matters relating to Pay, Transport and Supplies, without desiring to appear egotistical, feel the knowledge thus gained enabled them to judge intelligently on almost every claim presented. In addition to this, evid-

ence was gathered in various ways: witnesses examined orally, in writing, upon oath, and by declaration, every effort having been made to deal justly with all; and, where a doubt existed, it has invariably been given in favor of the claimant.

That the recommendations will give satisfaction to all it cannot be expected, as persons who present excessive or doubtful claims are sure to be more clamorous than the honest dealer. It cannot be denied, however, the people generally in that part of the country adhered to the time-honored practice of getting all they possibly could out of the Government.

Duplicate claims were frequently presented (inadvertently, no doubt,) necessitating much vigilance in their investigation. In all probability, it was to guard the country against excessive charges, and irregularities, the Commissioners were appointed.

In submitting these Reports, we do so with the consciousness of having dealt liberally towards all.

It may not be out of place to state here that, whilst it is a subject for universal regret that the Government's valuable acquisition of the great North West should have been convulsed by an uprising, the country has reason to be congratulated upon the fact that, whilst the loss in men and money is to be deplored, still, for the magnitude of the work done, both have been perhaps the lowest on record: and that the amount so expended in the North West Territories has gone to our own people, and will be expended mainly in improving and beautifying their homesteads and enhancing their value; and there must be a modified satisfaction in the feeling that since the money had to be expended, it has not been entirely lost, but has gone to assist a new and struggling population, and to give an impetus to affairs generally in the North West.

We have the honor to be, Sir,

Your most obedient servants,

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,

W. A. FORREST, Lt.-Col.,

EDMUND B. HOLT,

Secretary.

} Commissioners.

To the Honble. Sir A. P. CARON, K.C.M.G.,
Minister of Militia and Defence,
Ottawa

REPORT No. 1.

WINNIPEG, 8th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 9.—M. & D. Case A. 2236.—This is a claim for pork supplied to the 65th Battalion by J. W. Anderson, butcher, Calgary, N. W. T., April 14th, 16th, 18th, 1885, \$128.88. Certificates attached show the claim to be correct, which is recommended for payment.

Approved.—A. P. C.

W. C. No. 17.—Claim R. C. McDonald, Battleford, for use of ferry from the 25th April to 13th May, 1885, \$532. This claim was submitted to the Major General Commanding, who had been on the spot, and understood the circumstances. He considered the claim excessive, and approved of paying \$200 as ample, which sum the Commission recommended as payment in full.

Approved.—A. P. C.

W. C. No. 18.—M. & D. Case A. 2271.—Claim of Captain J. S. Dennis and members of the late Dominion Land Surveyors' Intelligence Corps, \$568.70, made up as follows, viz.: Captain J. S. Dennis, \$19.25; L. R. Ord, \$27.50; G. H. Brabazon, \$31.20; J. J. Burrows, \$19.25; J. S. Gore, \$55.60; A. O. Wheeler, \$18.25 and \$5.80; A. H. Maddock, \$42.95; C. E. Wolff, \$74.05; E. A. W. Kippen, \$23.05; B. J. Sanders, \$29.60; W. Beatty, \$8.50; J. K. McLean, \$17.30; H. D. Ellis, \$13; R. C. Woodley, \$8.50; W. B. Cornock, \$7.50; H. D. Kelly, \$7.50; Jas. Johnston, \$7.50; A. Stephen, \$8.50; W. Morrison, \$6; T. S. Russell, \$6; L. Blanchet, \$7.70; F. W. Cummings, \$8; H. J. Dennis, \$8; W. J. Torrance, \$6; F. Bourgeon, \$8.25; Chas. Campbell, \$23.45; J. P. A. Sproule, \$10; Jas. A. McVicar, \$6; W. B. Ord, \$7.50; F. A. Martin, \$7.75; W. E. Derinzy, \$11.25; John Mowat, \$11.25; Lieut. W. Beatty, \$16.75.

This Corps was organized under special written authority from the Honorable the Minister of Militia and Defence. The members were sent from Ontario at the public expense, consequently they should be returned to their homes in the same manner. The respective claims for expenses appear reasonable—payment recommended. Cheque to be issued for total amount to Capt. J. S. Dennis for payment, who should return receipt from each individual to the Department.

Approved.—A. P. C.

W. C. No 19.—M. & D. A. 1968.—Carscaden & Peck, Winnipeg, for goods supplied to 91st Battalion. This claim was submitted to the Major-General Commanding who authorised payment in accordance with certain regulations. These instructions have been carried out, and the claims paid, after making necessary reductions.

W. C. No. 20.—M. & D. Case A. 2023.—T. J. Sproule, Winnipeg, claim for making Latrines for Montreal Garrison Artillery, Lt.-Col. Oswald commanding, amounting to \$55. All the circumstances in connection with this case were fully considered, and it was decided to recommend payment of \$15 only, being the estimated value of the material used. This is in accordance with a special agreement made with Lt.-Col. Oswald, who should, therefore, pay the balance.

Approved.—A. P. C.

W. C. No. 21.—M. & D. A.2206.—This is a claim from the Officer Commanding 90th Battalion, Winnipeg, to cover cost of underclothing, boots, necessaries, etc., etc., for 292 N. C. O and men at \$2275 = \$6.643, and 24 officers at \$100 each \$2,400. It appears that this Corps was ordered to take the field without having been provided with these articles by the Department. The Commission are of opinion that Corps ordered on service should be fully provided by the Government. After comparing prices paid for similar articles supplied other Corps, it is recommended that the following sums be granted each N. C. O. and man, through the Commanding Officer in full of the claim, viz :

Making a total of \$13.95 per man and amounting to \$4,073.40.

1 Fur Cap.....	\$1.00	1 Pair long boots.....	\$3.50
1 Pair ankle-boots.....	2.25	2 Flannel shirts. \$1.25.....	2.50
2 Under shirts, 60c.....	1.20	2 Pair socks, 30c.....	0.60
2 Towels, 25c.....	0.50	Brush, fork, knives, spoon and plate.....	0.60

The claim of \$100 per each Officer does not appear to be admissible, and cannot be recommended. Officers are required under the Regulations and Orders to provide their own outfit. Field allowance having been authorized to cover unforeseen expenses.

Approved.—A. P. C.

W. J. JACKSON, Lt. Col., D. A. G.,
Chairman

W. H. FORREST, Lt. Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 2.

WINNIPEG, 9th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 12—M. & D. A.2281—The Northwest Transportation Co., for transport of Halifax Battalion, \$15,907.53. There appears to be considerable overcharging in this claim. It has been ascertained that the regular 2nd-class fare between Port Arthur and Sarnia is \$8, and 25cts. for meals. The commission consequently deem it right to make a reduction of \$1 in the passage fare for each man and 10c. for each meal; there being an overcharge in number of 8 men for meals, at 35c., the sum of \$2.20 is deducted; and 18 sergeants being charged for as officers, a reduction is made to bring this item down to the rate chargeable for N. C. O. and men. Total reduction on this claim, \$719.20; the balance, \$15,188.33, is recommended for payment.

Approved.—A.P.C.

W. C. No. 22—M. & D. A.2198.—H. Shorey & Co., Winnipeg, for clothing supplied to Lt.-Col. Smith's and Lt.-Col. Scott's Battalions and Halifax Battalion. The claims referred to have been settled under instructions from the Major-Genl. Commanding, with the exception of some items for moleskin trousers and forage caps, purchased under authority of the Adjt.-Genl., which will be paid as soon as the necessary certificates relating to them have been obtained.

W. C. No. 23, relating to pay of Battleford Rifle Co.—M. & D. A. 1983—Pay lists in connection with this Corps were forwarded to Head-quarters some time ago, with the rates claimed reduced to the ordinary rates of pay provided by the Regulations and Orders and approved by the Major-General Commanding; it is therefore presumed that the amount has been paid.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 3.

WINNIPEG, 10th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 24.—M. & D. A. 2062.—The Winnipeg and Western Transportation Co., for service of Steamers "Northcote," "Northwest" and "Marquis," &c., amounting in all to \$63,841. This claim enquired into most minutely. After having heard the statement of Capt. Swinford, Secretary-Treasurer of the Company, and gathered from him that the Steamers "Marquis" and "Northwest," although actually secured by the Government on the 12th April, 1885, did not enter the service till the 13th May, and it being well known that all the boats were frequently laid up for several days at a time, it would appear but reasonable to make a deduction for, at least, the fuel saved during the idle period. All circumstances considered, the Commission are of opinion there should be a reduction equivalent to the value of fuel for 30 days each for Steamers "Marquis" and "Northwest" (30 cords for the former and 25 cords for the latter per day at \$2.50 per cord), which was the quantity consumed according to the statement of the Secretary-Treasurer, who also placed the cost of fuel at \$2.50 per cord; the reduction on Steamer "Marquis" at \$75 per day being \$2,250; and on Steamer "Northwest" at \$62.50 per day being \$1,875 in all \$4,125. It may be noted that the reduction has been made on the lowest valuation of the fuel; that nothing has been taken off for saving and wages of men not employed during that period, and no count taken of the fact that, owing to the lowness of the water after the 13th May, for many days the boats were unserviceable to the Government.

Regarding the item \$950 for damage sustained by Steamer "Northcote," there are no proper certificates of survey, etc., in support of the claim; it is therefore struck off, pending the production of said certificates. The Commission recommend payment of the balance, amounting to \$58,766. See Supplementary Report, of 6th November.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 4.

WINNIPEG, 14th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 25.—M. & D. A.2215.—Rocky Mountain Rangers for travelling expenses, meals, etc., \$440.27. As the officers of this corps drew subsistence, forage and pay for horse, under terms of a special written agreement of organization, amounting to \$2.75 each per day during the period covered by these claims, all items for subsistence are struck out, amounting to \$160.90; the balance, \$279.37, is recommended for payment.

Approved.—A. P. C.

W. C. No. 26.—M. & D. A.2215.—Rocky Mountain Rangers for outfit, supplies, etc., \$5,836.50. This claim is made up of several accounts; each one having been taken up separately and examined in detail, with the following result:

Voucher No. 1. I. G. Baker & Co., \$315.72.—Items not admissible under terms of special agreement are struck out, amounting to \$103.57; the balance \$212.15, is recommended for payment.

Approved.—A. P. C.

Voucher No. 2, I. G. Baker & Co., \$391.50.—Recommended for payment in full, as, on enquiry the prices are found reasonable.

Approved.—A. P. C.

Voucher No. 3, I. G. Baker, \$593.50.—Although the charges here appear excessive, they are duly certified to and explained by Major-General Strange. Payment in full is therefore recommended.

Approved.—A. P. C.

Voucher No. 4, I. G. Baker & Co., \$33.50.—An item of \$30 for a field-glass is quite inadmissible; the balance, \$3.50, is recommended for payment.

Approved.—A. P. C.

Voucher No. 5, Honey & Co., \$539.50, for 250 knife-sheaths and belts and 250 knives. As the whole corps numbered say 111 officers and men, equipment claims can be allowed for that number only, instead of 250; \$299.84 is therefore deducted, and the balance, \$239.65, recommended for payment.

Approved.—A. P. C.

Voucher No. 6, Quail & Scott, \$71.80.—Items, amounting to \$63.80, for barrack furniture, are struck out, as it is considered that Captain Stewart, commanding, exceeded his authority in purchasing these articles; the balance, \$8, is recommended for payment.

Approved.—A. P. C.

Voucher No. 7, J. D. Higginbotham & Co., \$9.50, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 8, A. H. Honey & Co., \$154, for gun slings, etc.—As charges on

some of the items are found excessive, on inquiry, the sum of \$20.50 is deducted; the balance, \$133.50, is recommended for payment.

Approved.—A. P. C.

Voucher No. 9, G. C. King & Co., \$246, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 10, J. D. Higginbotham & Co., \$54.10, for toilet articles, stationery, etc. A claim for these articles is quite inadmissible under the special agreement, and should not be entertained. Claim rejected entirely.

Approved.—A. P. C.

Voucher No. 11, Wm. F. Foster, \$202.50, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 12, C. P. R. Telegraph Co., \$61.18, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 13, Capt. J. Stewart, freight, per C.P.R., \$28.50, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 14, Snider & Clark, \$129, recommended for payment in full.

Approved.—A. P. C.

Voucher No. 15, Tweed & Ewart, \$846.45, for equipment; items not considered admissible under agreement, amounting to \$155.65, are struck out; the balance, \$691.40, is recommended for payment.

Approved.—A. P. C.

Voucher No. 16, W. Black, agent, \$192.35, for express charges, is held over for further explanation.

Approved.—A. P. C.

Voucher No. 17, W. H. Long, \$11, is recommended for payment in full.

Approved.—A. P. C.

Voucher No. 18, Telegraph-aect., \$5.35, is recommended for payment in full.

Approved.—A. P. C.

Voucher No. 19, W. H. Long, \$575, is recommended for payment in full.

Approved.—A. P. C.

Voucher No. 20, W. Winder, \$942.—An item of \$262 for 50 water-proof coats, not considered admissible, under the agreement, is struck out; the balance, \$680, is recommended for payment.

Approved.—A. P. C.

Voucher No. 21, W. Winder, \$242.39.—Items for tubs, towelling, apples and field glasses, amounting to \$97.75, are struck out; the balance, \$144.55, is recommended for payment.

Approved.—A. P. C.

Voucher No. 22, Rufus Payne, \$12.50, is recommended for payment in full.

Approved.—A. P. C.

Voucher No. 23, D. J. Campbell, \$60.25.—Items for personal expenses, amounting to \$27.25, are struck out; it is recommended that the balance be paid as follows, viz.: to D. J. Campbell for ferrriage, \$3, and to Levasseur & Stedman, for team and driver, \$30, in all \$33.

Approved.—A. P. C.

Voucher No. 24, W. Winder, \$34.25, for crockery, towels, etc., for Officers' Quarters.—These articles are inadmissible; claim rejected.

Approved.—A. P. C.

Voucher No. 25, W. Winder, \$46.50, for Hospital comforts.—Purchase of these not warranted under special agreement; claim rejected.

Approved.—A. P. C.

Voucher No. 26, J. B. Smith & Bro., \$307.50.—Item for hay-forks, \$7.50, disallowed; the balance, \$300, recommended for payment.

Approved.—A. P. C.

All the above vouchers were fully considered as to their bearing on the special written agreement of organization of the Corps, made between Captain J. Stewart, commanding, and the Honorable the Minister of Militia and Defence.

As a summary of the whole claim (No. 26), amounting to \$5,836.50: Voucher No. 16, for \$192.35, is held over for further information; items, amounting to \$1,202.12 (marked on each voucher), are struck out, and the balance, \$4,452.03, recommended for payment.

OTTAWA, March 25th, 1885.

TO THE HONORABLE THE MINISTER OF MILITIA,
Ottawa, Ont.

SIR,

I have the honor to submit the following report, as requested in private interview to-day, with reference to the formation of a Mounted Force in the Southern District of Alberta, North West Territory. A Provisional Cavalry Force of the strength of 150 Officers, Non-Commissioned Officers and Troopers can be formed in the District named, having as its northern boundary High River, its eastern, Medicine Hat, and its southern, the International Boundary Line, of the above strength, upon the following basis:

(1) Each Officer, Non-Commissioned Officer and Trooper to supply his own horse and horse appointments (Mexican), consisting of bridle, lariat and saddle and saddle blanket.

(2) The uniform of Officers to be that of an undress Cavalry Officer,—supplied at their own expense.

The uniform of Non-Commissioned Officers and Troopers to consist, during their provisional enlistment, and whilst undergoing their preliminary drill, of their own serviceable western apparel, with perhaps some additional inexpensive distinctive equipment supplied by Government.

(3) The arms to consist of 1 revolver, Mounted Police pattern, or any other serviceable revolver in their possession.—1 Winchester Carbine or other serviceable carbine or rifle in their possession.—1 cartridge belt, with knife attached, M. P. pattern (a limited deficiency in arms to be supplied by Government, but the conditions of enlistment to require them furnished by the men.)

(4) Blankets, 3 per man, of North West Mounted Police weight and quality.

(5) Each Officer, Non-Commissioned Officer and Trooper to be allowed \$0.50 per day for rations.

Camping utensils to be furnished by Government of the description and number required on the trail.

(6) The forage per horse to be allowed at the rate of \$0.50 per day.

(7) The pay for horse to be at the rate \$0.75 per day.

(8) Pay of Officers to be that of the respective rank of Canadian Cavalry Officer, with extra allowance of \$0.50 for rations, and \$0.50 for forage per day.

(9) The pay of Non-Commissioned Officers to be that of North West Mounted Police Non-Commissioned Officers, viz:—Sergeant Major \$1.50, Sergeant \$1.00, Corporal \$0.90.

(10) The pay of a Trooper to be that of North West Mounted Police Constable, or \$0.75 per day (The total cost of a Trooper, horse, horse appointments, arms, equipment, rations, forage and pay being \$2.50 per man and horse per day, (with the proviso aforesaid that, where arms are actually deficient, a draft will be allowed by Government.)

(11) The Government to be responsible for loss or destruction of horse appointments during provisional service, and for the loss by death or stray of horses, when established by Board of Officers to have been accidental, and not due to neglect or carelessness; valuation to be arrived at by said Board of Officers

(12) Cavalry Regulations to govern the discipline and drill, and the maintenance to be subject to the aforesaid conditions.

(13) If quartered under canvas, the prescribed number of tents necessary to be supplied.

(14) The enlistment of Officers, Non-Commissioned Officers and men to be for a period of 30 or 60 days, and during which time they will be subject to orders for Active Service for the period named, and, additionally, subject to, and enlisted for, if necessary and required by Government for a further period of two months, with the proviso that, in the event of Active Service during the additional enlistment, the Government will furnish necessary uniform, arms and general equipment for the "trail," with transportation.

(15) The Officer in Command to be permitted to enlist men of other than British Nationality (i. e., Western men of any class) to the extent of say 40, or one troop, provided he has knowledge of their capacity and faithfulness, and will be responsible for their conduct and discipline.

In recruiting the aforesaid contingent, it will be necessary to draw the men, for Cavalry work, and available for any emergency, from Ranchers and their employes, a large number of whom are ex-Mounted Police of 1 or 2 terms of service in the west, together with Englishmen, Canadians, Montanians, who have been leading a nomadic life, and whose home is the prairie.

In tendering my services to my country and Government, to command a force of the nature above described, and within the said Territory, I do so with the full knowledge of the undertaking and with no fear of successful results, from my experience in Cavalry work, and of the country in which my duties will be required.

I have the honor to be,

Sir,

Your obedient servant,

J. STEWART

CAPTAIN STEWART,
Rangers.

Authority is given to raise four (4) Troops of "Rocky Mountain" Rangers, on basis and conditions contained in report submitted by Captain Stewart to me.
28-3-'85.

ADOLPHE P. CARON,
Minister M. & D.

Copy of Telegram:

July 10th, 1885.

By Telegraph from Ottawa, Ont.

To Major General Strange,
Care of Colonel Jackson,
Winnipeg.

(To be forwarded, or await arrival, as deemed best).

Stewart telegraphs asking me to authorize increase of pay to his men. I replied that he must keep within agreement as to pay. He signed agreement before he left Ottawa.

A. P. CARON.

CALGARY, April 19th.

Captain Stewart's force being immediately required for outpost and police duty, he is authorized to purchase great-coats and hats at the lowest price procurable, there being none in store, also transport through to Commanding Officer at McLeod.

T. B. STRANGE,
Major General Commanding A District Force.

CAPTAIN STEWART,
Commanding Rangers.

W. C. No. 27.—M. & D. A.2256.—Rocky Mountain Rangers for transport of supplies on trail, amounting to \$2,504. Inasmuch as other corps similarly organized were allowed claims of a like nature, it is considered right that this claim be admitted, although not coming strictly within the agreement of organization. It is, therefore, recommended for payment in full.

Keep in abeyance.—A. P. C.

W. C. No. 29.—M. & D. A.2257.—Battleford Home Guard claims for pay, etc., \$4,786.90. As a special case this is recommended for payment in full, with the distinct understanding that no further claims of any nature whatsoever, whether for field allowance, compensation for losses or injuries, or anything else, shall be presented. Claim to be paid through Lieutenant-Colonel Otter, commanding, with instructions to deduct pay from such members of the Corps as were employed and paid for work done at building of the bridge at Battleford for the time they were so employed and paid.

On what grounds does Commission make this recommendation?—A. P. C.
See Supplementary Report, of 12th October.

W. C. No. 30.—M. & D. A.2231.—Respecting claim of Percival for hire of team, 20 days, \$6 per day: \$120. This case was fully considered, etc. The claim is recommended to be paid in full, if not already settled by the Department.

A. P. C., M. M. & D.

W. C. No. 32.—M. & D. A.2252.—Léon Agranovick for losses by raid of Indians, amounting to \$1,000 or \$1,100. It is not considered that a claim of this nature comes within the scope of duties assigned to this Commission, and it is therefore returned.

Send to the Department Interior all such claims.—A. P. C.

W. C. No. 33.—Chas. King. Baulah, damage to crop by stray horses from Major Boulton's Troops, \$19. Having confidence in the certificate of Major Boulton, attached, the claim is recommended for payment in full.

Send to Department Interior.—A. P. C.

W. C. No. 34.—John Cottingham, for saddlery, etc., supplied Major Steele's Troops, \$678.50. (\$50 paid on account).—This is considered to be entirely a Troop matter, and should be referred for settlement to Major Steele and Captain Oswald, who have no doubt retained money out of the men's pay to meet the claims, as shown by receipts attached, signed by these officers. The claim cannot therefore be allowed.

See Supplementary Report of 30th November.

W. H. JACKSON, Lt.-Col., D. A. G.,
 Chairman.

W. H. FORREST, Lt.-Col.,
 Member.

GEORGE GUY, Major,
 Member.

EDMUND B. HOLT,
 Secretary.

REPORT No. 5.

WINNIPEG, 15th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 35.—Composed of claims from various parties in Calgary and other places for teaming, ferrriage, meals. The following accounts were examined in detail, found to be duly certified to, and reasonable in price under the special circumstances; they are therefore recommended for payment in full, viz.:

No. 1, W. H. Burland, \$203; No. 2, James Walker, \$40; No. 3, M. A. Armstrong, \$10; No. 4, Geo. Hamilton, \$39; No. 5, A. R. Gerald, \$73.50; No. 6, A. McPherson, \$31.08; No. 8, H. C. Cornell, \$2.65; No. 9, W. J. Bunce, \$5; No. 10, Jos. Robinson, \$808; No. 11, Magnus Brown, \$5; No. 13, McDonell Bros., \$3.80; No. 15, G. Biddis, \$15; No. 16, A. MacPherson, \$784; No. 17, Wm. Haston, \$3; No. 18, B. Annous, \$3; No. 19, J. Brown, \$3; No. 22, J. Donohue, \$15; No. 24, T. McHugh, \$2.56; No. 26, W. Baskerville, \$808; No. 27, Jacques Bros., \$2.50; No. 28, J. Finnigan, \$93.50—in all, \$6,280.95. Account No. 24, W. P. Ramsey, \$30, for use of Bowling Alley. As the Scouts used this alley only after 9 o'clock in the evening, it is considered that \$15 would be ample remuneration, that amount only is therefore recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 6.

WINNIPEG, 15th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 2.—Wilson for hay \$240. It has been ascertained that this account has been paid already by the Hudson's Bay Co. Claim therefore rejected.

Claim rejected.—A. P. C., M. M. & D.

W. C. No. 3.—Alex. Smith, repairing buck-board, \$3; recommended for payment in full.

Approved.—A. P. C.

W. C. No. 4.—Gurnsey, guide, \$5. This man, being in the service of the Government, is not entitled to a claim of this nature. Claim rejected.

Claim rejected.—A. P. C.

W. C. No. 5.—Van Allan & Agur, teaming gear, \$692. A double set was purchased to meet the requirements of the service, in case of accidents; it having been ascertained that the prices charged on some of the items were excessive, the sum of \$156, is struck off; the balance, \$536, is recommended for payment. The claim was originally rendered in name of the Qu'Appelle Valley Farming Co., who supplied the articles first procured, and which were replaced by the present claimants.

Keep over this claim until I go to Winnipeg.—A. P. C., M. M. & D.

W. C. No. 15.—Andrew McConnell, hire of team, \$30. This man was in Government employ, and allowed for 14 days to reach his home; it was during this time his team was engaged. \$15 is considered ample remuneration, and is recommended to be paid.

Approved.—A. P. C.

W. C. No. 16.—W. H. R. Hendrick, conveying couriers, \$125. As Captain Bedson reports that he was present on the trip referred to on the 4th April from Humboldt to Prince Albert, that the party were on horse-back, and had no team, the claim cannot be allowed and is rejected.

Claim rejected.—A. P. C.

W. C. No. 36.—Claims against Alberta Field Force. Account No. 3, Brown, \$144; 5, Glen, \$720; 6, Stewart, \$5; 7, Dyers, \$24.25; 8, Boyd & McDonald, \$12.12, being found reasonable and in order are recommended for payment in full. Account No. 4, Glen, \$10, for bonus, cannot be recommended, as the same man received large amounts for other services from the Government.

Approved.—A. P. C.

W. C. No. 37.—J. R. Cameron & Co., altering and fitting tunics, 92nd Battalion, \$22.85. This is considered to be entirely a regimental matter, and cannot be recommended for payment; but it is suggested that Lieut.-Col. Smith be ordered to make the stoppages against the regiment, and pay the account. If this be done at once the amount may be collected.

I think this should be paid as a special case.—A. P. C.

W. C. No. 38.—A. Gauvreau, board bill, \$18.50; being duly certified to and found reasonable is recommended for payment in full.

Approved.—A. P. C.

W. C. No. 39.—B. B. LaRivière, supplies to Indians in Moose Mountain District, \$60.50. Although not a duly authorized matter, is looked upon as a judicious expenditure, as it is within the knowledge of the Commission that occasional presents of this sort were necessary to keep the Indians quiet; it is therefore recommended for favorable consideration.

To be forwarded to Department of Indian Affairs.—A. P. C.

W. C. No. 40.—Mrs. Philomène Beaupré, for value of ammunition taken possession of by orders of Major General Strange, \$70.50. This party persistently sold ammunition to the Indians, notwithstanding the repeated warnings of Major General Strange. See his remarks attached. Claim rejected in accordance therewith.

See Supplementary Report, of 24th February.

Mr. Beaupré was warned by me not to keep ammunition, as he had been selling to Indians, as reported to me on good authority. He stated he had none to me, and I ordered Major Hatton to search his store. He then produced that handed to Major Hatton on 7th April, saying he had no more. I knew he was lying and ordered his store to be again searched, when the ammunition received by Major Lewis was found, and Beaupré had, in spite of my orders, ordered fresh supplies of ammunition by C.P.R. He should forfeit the ammunition in question, and serve a term in the Penitentiary. I decline to recommend payment, and request he may not be paid.

T. B. STRANGE,
Major General Commanding, A.F.F.

W. C. No. 41.—Steele's Scouts, extra pay lists, No. 1, \$5,357; No. 2, \$190.44; No. 3, \$321. With regard to Pay list No. 1, \$5,357, this Corps was organized under special agreement, and on authority of Major General Strange. The men to supply horses; equipment and outfit pay to be \$2.50 per day with rations and forage. The Rocky Mountain Rangers, formed in almost the same part of the Territory, received the same pay, but provided their own rations and forage, consequently Steele's men

had an advantage equal to at least one dollar per day. The fact that these men had after a little over three months' service accumulated cash amounting to \$15 per month, with horse and expensive saddlery outfit (some of the saddles alone costing \$50) paid for out of their earnings, shows that the rate of pay allowed per agreement was very liberal indeed, consequently this claim for extra or additional pay cannot be recommended.

Pay list No. 2, \$190.44, is recommended to be paid in full, through Major Steele.

Pay list No. 3, \$321, is also recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 7.

WINNIPEG, 18th September, 1885.

WAR CLAIMS COMMISSION.

3770

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 47.—St. George Snow Shoe Club, Winnipeg, for damage to judges' stand, fencing, etc., by 9th Battalion whilst camping on the ground, \$28. As Lieut. Bate made a personal inspection of the place, and estimated the damage at \$20, it is recommended that \$20 be paid in full settlement of the claim.

Approved.—A. P. C.

W. C. No. 48.—Benjamin Gannon for bonus, \$20. As this man was evidently in the employ of the Government as a teamster, at \$8 per day, it is considered that the question of granting a bonus for extra service should be left for the consideration of the Honorable the Minister of Militia and Defence.

Rejected.—A. P. C.

W. C. No. 49.—Captain Constantine for pay as Brigade Major, \$54.63. Major-Genl. Strange previously stated that Major Dale performed the duties of Brigade Major, and no other Staff Officer was employed, Major Dale having been paid accordingly. The number of Troops under Lt.-Col. Smith were too small to warrant the appointment of such a Staff Officer. The claim cannot, therefore, be recommended for payment, and is rejected.

Rejected.—A. P. C.

W. C. No. 51.—J. C. Skelton for driving Dr. Rolph, \$35; being duly certified to is recommended for payment in full.

Approved.—A. P. C.

W. C. No. 52.—A. Chisholm and D. Taylor, Battleford, for drawing water, \$124 each, in all \$248 for August. It was estimated that there were only

about 175 men at this station; 4 puncheons of water a day would be more than sufficient, and rations of wood would be about $\frac{1}{2}$ cord daily. The Commission are not aware that any stores were arriving at or being dispatched from the station; if any, it would be only small quantities, not requiring the permanent employment of two teams. Inasmuch as the people of Battleford have been fed for some time past at the Government expense, it is considered right to make a reduction of \$1 per day on each account, in all \$62; the balance, \$186, is recommended for payment, solely because certified to by Lt.-Col. Otter, who should be instructed to reduce this expenditure.

Keep this back for present.—A. P. C.

W. C. No. 53.—For transport of Engineer White from Moose Jaw to Battleford, \$140. The Company employing Engineer White rented their boats to the Government at a very heavy rate per day, were paid whether running or not, and the crews were to be furnished by the Company. This does not, therefore, appear to be a just claim, and cannot be recommended; it should be paid by the Company owning the boats. Claim rejected.

Rejected.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 8.

WINNIPEG, 19th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 56.—R. W. Dulmage, logs of house burned by Troops, \$40. This claim does not appear to come within the scope of this Commission, and is, therefore, referred to Head-quarters.

To be forwarded to Department of Interior.—A. P. C.

W. C. No. 59.—A. McDonald, oats and hay for horses of Steele's Troop, \$192. Having ascertained that the usual charge is \$1 per day of 24 hours, it is deemed right to reduce the price charged to that rate; total reduction \$60.50. The balance, \$131.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 61.—Reilly & Martin, three accounts for rent, board, etc., Steele's Troop, \$130, \$34 and \$3.

Account No. 1, \$130.—See remarks of Major-General Strange on claim. In accordance with these remarks it is deemed right to deduct \$55; the balance, \$75, is recommended for payment.

A. P. C.

Account No. 2, \$34.—This expense was incurred 25 days after Troops were disbanded, and those people at this time should not have been under expense to the Government. Claim therefore rejected.

Rejected.—A. P. C.

Account No. 3, for board of Captain Hamilton, \$3.—If Captain Hamilton has any claim of this nature it should be made in the proper form. Claim rejected.

W. C. No. 62.—G. C. King & Co., two accounts, \$42.75, and \$30.

Account No. 1, stationery and orderly room, Steele's Troop, \$42.75. As large account for stationery for this Corps have been previously paid by the Department, this account cannot be allowed. It is chargeable to the officers of the Corps. Rejected.

Rejected.—A. P. C.

Account No. 3, transport of Surgeon Bell, \$30.—Dr. Bell appears to have been travelling for pleasure and on his own private business. There were no Troops in that part of the country at the time, and he could not have gone there for service. Claim rejected.

Rejected.—A. P. C.

W. C. No. 63.—Loeson & Scott, conveying John Cook (wounded), \$25. Being duly certified to and reasonable, is recommended for payment in full.

Approved.—A. P. C.

W. C. No. 64.—George Murdoch, repairs to saddlery, etc., Steele's Troop, \$150.50. The agreement being that this Corps supplied their own saddlery, this account should be paid by the Troop, according to the certificates attached. Claim rejected.

Rejected.—A. P. C.

W. C. No. 65.—Rogers & Grant, \$8.60. Repairs to shoes have been paid through the Hudson's Bay Co., both for material and labor. This claim is for ordinary tools of a shoemaker, which have no doubt been kept as private property, and is not considered a fair charge against the Government, but should be referred to Lt.-Col. Ouimet for settlement. Claim rejected.

Rejected.—A. P. C.

W. C. No. 66.—G. A. Gouin, board, etc., two accounts, \$31.50 and \$8.50. Account No. 1, \$31.50. This soldier was not entitled to a Pullman, and should have lodged where charges were more reasonable, consequently it is deemed right to strike out the item for Pullman and reduce the charge for board to \$1.50 per day, making a total reduction of \$14; the balance, \$17.50, is recommended for payment. Account No. 2, \$8.50, being duly certified and reasonable, is recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 9.

WINNIPEG, 21st September, 1885. *

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 72.—A. G. McDonald, livery account, \$15. An account for this service has been paid already at a reduced rate. Claim rejected.

Claim rejected.—A. P. C.

W. C. No. 75.—Leo Gaetz, drugs, \$12. Recommended for payment in full.

Submit to Dr. Bergin before paying.—A. P. C.

W. C. No. 76.—Leo Gaetz, canned goods for Steele's Corps, \$16.83. These articles appear to be for Officers' Mess, and for which the Department is not responsible. Claim rejected.

Claim rejected.—A. P. C.

W. C. No. 77.—Dr. Kennedy, medical attendance on Winnipeg Light Infantry and 9th Battalion, \$340. As Dr. Kennedy was under pay of N. W. Mounted Police, and on duty with the North West Field Force, he has no claim for these services—see remarks of Major-General Strange on claim.—Rejected.

Claim rejected.—A. P. P.

W. C. No. 78.—Cummings, three accounts, No. 1, hay and grain for horses, \$31.70. No. 2, hay and teaming, \$200. No. 3, teams and drivers, \$25.—No. 1 account, \$31.50. This is reduced to the usual charge of \$1 per day, reduction amounting to \$10.50. The balance, \$21, is recommended for payment.—No. 2 account, \$200. The item for hay, \$180, is disallowed, and the rate for teams reduced to \$8 per day, total reduction \$184. The balance, \$16, is recommended for payment.—No. 3 account, \$25. This does not appear to be a fair charge against the Militia Department, but should be referred for settlement to the N. W. Mounted Police Department.—Rejected.

Approved.—A. P. C., M. M. & D.

W. C. No. 79.—Wm. Fisk, shoeing horses, \$49. As this man was a Trooper in Steele's Corps at \$2.50 per day, the sum of \$5 is considered sufficient remuneration for these services, \$44 is therefore deducted, and \$5 recommended for payment.

Approved.—A. P. C.

W. C. No. 80.—Ed. Nagle, Scout, balance due, \$80. This man is overpaid already, having received \$8 per day. Rejected.

Claim rejected.—A. P. C.

W. C. No. 82.—McNeill Bros., meals, 65th Battalion, \$48. No certificate or authority from Commanding Officer attached. Rejected.

Claim rejected.—A. P. C.

W. C. No. 83.—Frederick Armand (Steele's Scout), hire of horse, \$6. As extra pay has been recommended for the officers of this Corps, this claim is disallowed; a horse was unnecessary, as the Corps were disbanded at this time. Rejected.

Claim rejected.—A. P. C.

W. C. No. 85.—Geo. P. Borrowdale, saddle-horse, \$38. This is reduced to usual rate of \$1 per day. Total reduction, \$19. The balance, \$19, is recommended for payment.

Approved.—A. P. C.

W. C. No. 86.—Jas. Bannerman, postage stamps, \$19. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 88.—Military Colonization Rancho Co., meals, &c., \$28.80. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 89.—Thos. Lee, damage to crop, \$200. No evidence to show that the damage was done by the Troops. Rejected.

Claim to be forwarded to Department Interior.—A. P. C.

W. C. No. 91.—John Donahue, board 9th Battalion, \$10. No authority or certificate from Commanding Officer attached. Rejected.

Claim rejected.—A. P. C.

W. C. No. 92.—Thomson Bros., stationery for Steele's Corps, \$6.20. As large bills for stationery for this Corps have been paid already, this claim cannot be allowed. Rejected.

Claim rejected.—A. P. C.

W. C. No. 93.—H. B. Co., Calgary, Stony Indian Scout Service, \$191. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 94.—E. H. Cote, cleaning and repairing arms, etc., 9th Battalion, \$75. These are not original papers, and in all probability this account has been paid through the H. B. Co.; but, in any case, payment cannot be recommended. Rejected.

Claim, if paid, must be deducted from H. B. Co. account. Approved.—A. P. C.

W. C. No. 95.—J. J. Miller, meals for scouts and carriers, \$58. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 97.—Canadian Pacific Railway Telegraph Co., \$5.23 and \$4.43, in all, \$9.66. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 10.

WINNIPEG, 22nd September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 14.—Dr. Andrew Henderson, medical attendance on Lieutenant Colonel Ouimet, 65th Battalion, \$75. The original bill (vide entry on former claim submitted to the Adjutant-General) shows service for ten days only from 30th April to 10th May. \$35 is, therefore, deducted, and the balance, \$40, recommended for payment.

Who ordered Dr. H. to attend Lt.-Col. Ouimet?—A. P. C.

W. C. No. 98.—Antoine Plante (per Mr. Strachan), nursing sick soldiers, \$12. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 99.—Joseph Benson, conveying sick soldiers, \$1.50, and \$1.50, together \$3. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 100.—Geo. S. Birchall, supply office, Moose Jaw, pay \$149. Recommended for payment in full, less any advances he may have received.

Approved.—A. P. C.

W. C. No. 101.—Leo Gaetz, store at Red Deer, \$1,862.90. A claim of this nature is not considered to be within the scope of duties assigned to this Commission, and is, therefore, referred to Head-quarters.

Forward to the Department Interior.—A. P. C.

W. C. No. 102.—W. B. A. Hill, supply officer, Swift Current, pay, \$95.55. Having been paid already by Dr. Roddick for eleven days' service, he is entitled to claim for only 42 days, instead of 53, at \$2 per day, consequently the claim is reduced by \$11.55, and the balance, \$84, recommended for payment.

Approved.—A. P. C.

W. C. No. 103.—R. Gibson, hire of horses, \$25. As the certificate on the claim states that the service was performed at the front, where there were no horses except those under pay of the Government, this extra payment cannot be recommended. Rejected.

Claim rejected.—A. P. C.

W. C. No. 104.—Composed of 21 accounts of \$10 each, for bonus to teamsters, Alberta Field Force Transport Service, as follows: D. J. McDougal, James Bragden, A. Snyder, John Burnett, John Ellis, G. Selway, John Potter, J. Potter, John Widdicomb, P. McKerkin, John Lineham, H. F. Dennison, P. B. Cleland, Wm. Baskerville, Chas. Braneau, Baptiste Annous, A. D. MacPherson, Hugh MacPherson, Paul Fayant, Wm. Magee, and W. A. E. Russell, in all \$210. It is considered that, under any circumstances, these men have been amply paid for their

services; but Major Dale states that the claims have been paid already through the Hudson Bay Company; in any case, however, payment cannot be recommended. These accounts if paid without authority by H. B. Co. must be deducted from their next account against Department.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT NO. 11.

WINNIPEG, 23rd September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 35.—J. V. Martin, repairing waggon-pole, \$4.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 46.—Steele's Scouts, extra hazardous service. Pay list \$1,739. Major Dale, who acted as Brigade Major and Staff Officer with Major-General Strango's column, states that the last engagement took place on the 28th May and there was no necessity for the employment of these men on extra scout duty after 15th June, consequently it is deemed right to make a reduction of \$499.50. The balance, \$1,239.50, is recommended for payment.

Keep in abeyance for present.—A. P. C.

W. C. No. 81.—E. Robb, loss of waggon, \$100. This claim is reduced \$80. The balance, \$20, is recommended for payment.

Approved.—A. P. C.

W. C. No. 105.—Captain Oswald, disbursements for tin box, painting and bread \$14.50. As shown on claim, the bread was for officers' mess, and is therefore disallowed, the item for painting box is also struck off, making a total reduction of \$8. The balance, \$6.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 106.—Bain Bros., livery account, \$24. Reduced to the usual rate of \$1 per day per horse, taking off \$8. The balance, \$16, recommended for payment.

Approved.—A. P. C.

W. C. No. 107.—H. Jardine, cartago, \$7.25. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 109.—"Manitoba Free Press," advertising, \$8. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 110.—Mulholland Bros., blacking brushes, etc., 91st Battalion, \$32.
40. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 111.—J. R. Cameron & Co., altering and fitting tunics, &c., 91st Battalion, \$85. A deduction of \$11 is made. The balance, \$74, recommended for payment.

Approved.—A. P. C.

W. C. No. 112.—Barrett & Lamb, hire of horse, meals, etc., \$45. Item for hire of horse is reduced \$9. The balance, \$36, recommended for payment.

Approved.—A. P. C.

W. C. No. 113.—J. P. Pennefather, Surgeon, medical services, \$216. Doubtless the professional services and past military experience of Surgeon Pennefather were very valuable to Major-General Strange, but the Commission do not consider that the strength of the Force was sufficient to warrant the appointment of a Principal Medical Officer. The claim cannot, therefore, be recommended for payment. Rejected.

Claim rejected.—A. P. C.

W. C. No. 114.—Trooper Fisk (Steele's Scout), loss of horse, etc., \$150. Recommended for payment in full; also, that Trooper Fisk (being invalided) be allowed \$1 per day from 26th July last (inclusive), on production of the medical certificate required by Par. 998 R. & O., and that he be notified accordingly through the proper channel.

Approved.—Payment immediate.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 12.

WINNIPEG, 24th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 115.—Steele's Scouts, Troopers and Teamsters, consisting of 39 Vouchers, claiming compensation for horses killed and injured, and disposed of as follows, viz.: Vouchers Nos. 2 to 9, Troopers Patton, Fitzgerald, Miller, Steele, Young, Hayes, McManus and W. T. Owens; Nos. 11 to 13, Scott, Belden and Hursell; No. 15, Alley; Nos. 18 to 25, Walters, Rodgers, West, Benoit, McFarlane, Frankowen, Martin, Rodway and Hudson; Nos. 27 to 29, Milne, McQuarrie and Petrie; No. 31, Huston; Nos. 38 to 40, Ibbotson, Coryell and Wilson; Nos. 33 to 37, Teamsters Bennic, Fraser, Thomas, Brewster, Sibbald and Munro. Rejected. With regard to No. 9, Trooper W. T. Owens, in which a claim is also made for a balance

of pay, it is remarked that he has apparently received all that he is entitled to, and still has his horse, which will no doubt be all right after a rest. He is not entitled to compensation for his horse under the Regulations and Orders. With regard to Nos. 33 and 37, these are teamsters who were in receipt of an exorbitant rate of pay per day, and are, therefore, not considered to be entitled to compensation for loss or injury to their horses; Voucher No. 10, Trooper Garant, horse shot, \$100 is recommended to be paid in this case, being the full amount allowable under Par. 1004 R. & O.; Voucher No. 16, Trooper Oke, as a special case, \$25 is recommended to be paid to this man to defray the expense of going to and returning from Red Deer to bring back his horse; Voucher No. 26, Trooper Bell, \$8 is recommended to be paid to this man to reimburse him the amount expended for care of his horse at Peace Hills; Voucher Nos. 14, Hunt, 30, Cole, and 32, Lyne, are held over for further information.

Approved.—A. P. C.

W. C. 116.—H. Shorey & Co., Glengarry caps for 92nd Battalion, \$182.50, recommended for payment in full.

Approved.—A. P. C.

W. C. No. 117.—3 pay lists, 92nd Battalion; No. 1, P. L. for boat-building, \$111.75; No. 2, P. L., road making, \$721; and No. 3, P. L., road making, \$169.50. With regard to No. 1, \$111.75, as fifty cents per day was the rate originally agreed upon by Major-General Strange, and as General Middleton looks upon this work as skilled labor, according to his note attached to claim, it is recommended that fifty cents per day be allowed to each man, irrespective of rank; \$63.25 is, therefore, deducted, and the balance, \$48.50, recommended for payment on completion of the Pay lists, and this only as a special case. Pay lists Nos. 2 and 3, \$721, and \$167.50. These appear to be for legitimate work of soldiers, as intimated by General Middleton on previous Pay list, and as contemplated by Par. 873 R. & O. These claims are consequently rejected.

Put before Minister when in Winnipeg.—A. P. C.

W. C. No. 118.—Mulholland Bros., supplies, 92nd Battalion, \$34.61. All necessaries up to the strength of this Battalion were previously paid for; these articles are in excess of that, with the exception only of the pipe-clay. Items amounting to \$33.56 are, therefore, struck out, and the balance, \$1.05, recommended for payment.

Approved.—A. P. C., M. M. & D.

W. C. No. 119.—S. T. Macadam, M.D., 92nd Battalion, hotel expenses, \$6. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 120.—Lieutenant-Colonel Otter, Battleford, material for targets, three accounts, \$7.05, \$2.50 and \$5.65; in all \$15.20. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 121.—Captain Drury, R.C.A. Transport expenses, 2 accounts, \$30 and \$15.45, in all, \$45.45. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 122.—Sidney Swinford, pay as Assistant Commissary N. W. F. F., \$357.70. Recommended for payment in full.

Keep in abeyance.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 13.

WINNIPEG, 25th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 124.—G. B. Murphy, telegrams, \$2.47. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 125.—Northwest Navigation Company, freight on stores, \$7.40. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 126.—Matthew Howie, rails, wood, etc., supplied Steamer "Northcote," \$360. This is considered to be payable by the Winnipeg and Western Transportation Company, owners of the Steamer "Northcote," which was engaged by the day at a heavy rate. Rejected.

Claim rejected.—A. P. C.

W. C. No. 127.—J. Walker, teamster, loss of waggon, \$75. This man received a large sum for teaming, and apparently drew his pay the same as if his waggon had not been broken or lost. Rejected.

Claim rejected.—A. P. C.

W. C. No. 128.—Trooper White, A. Mtd. Rifles, horse lost, \$125. The sum of \$100 is recommended for payment, being full amount allowable under Par. 1004 R. & O.

Approved.—A. P. C.

W. C. No. 129.—George Squibb, four days watching convoy, \$14. He should have looked after his own team. Rejected.

Claim rejected.—A. P. C., M. M. & D.

W. C. No. 130.—Ed. Hayes, meals, \$4. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 131.—A. R. Gerrald, meals, \$3.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 132.—H. F. Donnison, drawing lumber for ferry, \$3. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 133.—B. Cleeland, drawing lumber for ferry, \$3. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 134.—J. Lowdy, teamster, injury to horse, \$30. Rejected. See remarks of Major Dale, attached.

Claim rejected.—A. P. C.

Horses being engaged at extra rate for exposure, &c., can a slight distemper which will be well in two weeks be considered fair claim for compensation to the extent of a great deal of the value of the horse?

C. H. DALE,
Major.

The claim is a heavy one, but rates were heavy at the time; don't see necessity for team.

T. B. STRANGE,
Major General Commanding.

W. C. No. 135.—Daniel McDougall, loss of horse, \$125. The horse died from natural causes, and the teamsters were heavily paid for their services and risks. Rejected.

Claim rejected.—A. P. C.

W. C. No. 136. M. M. & D., Case A. 2119.—The Hudson's Bay Company supplies in store, \$8,600.87. It is considered that the letter of Lieutenant-Colonel Whitehead, attached, covers the case fully. It does not appear to be a fair charge against the Government, and cannot be recommended. Rejected.

Approved.—A. P. C.

HEAD-QUARTERS CHIEF SUPPLY OFFICER,
WINNIPEG, July 10th, 1885.

SIR,

I have the honor to enclose a letter from Hudson Bay Co. At the end of May, when you cancelled the contract with the Company, I asked Mr. Wrigley to give me an inventory of subsistence on hand and in transit for the N. W. F. Force, so as requisitions would cover the anticipated supplies, which list I never received. The invoice of \$8600.87 will not be required for the troops for several months, and the H. B. Company have a trade for these goods and should take them to account. At the same time if you have an understanding with them, as they state, you will kindly advise me your instructions.

I have the honor to be,

Sir,

Your obedient servant,

E. A. WHITEHEAD,
Lt. Col., C. T. & Supply Officer.

Honorable A. P. CARON,
Minister of Militia & Defence,
Ottawa, Ont.

W. C. No. 137.—Lyon, Mackenzie & Powis, sugar, \$450. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 138.—Boyd & Crowe, use of scows, etc., \$5,914.20. The item for ferrriage 527 tons of supplies at Charles Crossing, charged at 25 cents per cwt. (100 lbs.), \$2,635, is reduced to 75 cents per ton (2,000 lbs.)—\$395.25, as the whole of the labor was performed by the troops, and the rate for ferrriage, according to the license granted by the Northwest Council, and as charged at Saskatchewan Crossing, does not exceed 75 cents for a two-horse team and waggon. The item for three barges, which should be more appropriately called scows, carried away by high water, valued at \$1,500, is considered inadmissible, and is struck out entirely. The item for two scows furnished to Dr. Roddick to convey wounded soldiers to Grand Rapids, \$1,000, is reduced to \$250, that is \$125 each, which is considered full value. The item for lumber, etc., \$447.20, is totally disallowed, as the lumber was no doubt used for repairing the scows, which still remain the property of the firm. The item for ferrriage of 62 teams and waggons across rivers, \$5 each, \$310, is reduced to 75 cents per team and waggon, \$46.50, which is considered quite sufficient for this service, in accordance with the rates previously quoted. Total reduction on claim, \$5,200.45; the balance, \$713.75, is recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 14.

WINNIPEG, 26th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 139.—Regarding statement and account current with the Hudson's Bay Company, No. 10, laid before the Commission: the Commission are of opinion that Armit's position, under Lieutenant-Colonel Otter, did not appear to be one that would influence him in connection with his contract for teaming, which was simply for the supply of teams by the day, and particularly as he had nothing to do with certifying as to the time or services of the teams employed; he also appears to have rendered very valuable services to Lieutenant-Colonel Otter's column. As to supplying the drivers with rations and the horses with forage, although the contracts with the Hudson's Bay Company, Armit and Kelly, and other contractors for the supply of teams by the day, did not stipulate that rations and forage should be supplied by the Government, it appears that the service could not have been performed unless the Government did provide them; and it was so understood when the engagements were made.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 15.

WINNIPEG, 26th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the **MINISTER OF MILITIA AND DEFENCE**

W. C. No. 140.—James Hart, hotel expenses, \$14. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 142.—L. W. Mulholland, hire of waggon, etc., \$13.50. The sum of \$13 is deducted; the balance, \$30.50, recommended for payment.

Approved.—A. P. C., M. M. & D.

W. C. No. 143.—O. W. Evans, blacksmith, \$32. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 144.—A. J. [unclear] hay, \$30. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 146.—Wm. Riddle, tents, &c., \$32. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 148.—Major General Laurie, saddle, &c., \$46. Officers should supply their own saddles, and this should be sent to Lieutenant-Colonel Otter for payment, as it appears to be a private matter. Rejected.

Claim rejected.—A. P. C., M. M. & D.

W. C. No. 149.—M. Lavallée, shoeing horses, \$60.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 150.—S. Brodie, Assistant Depot Clerk, \$88.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 152.—B. Warwick, meals, \$21. Reduced to 35 cts. per meal, being the established price on the line. Reduction amounting to \$6.30; the balance, \$14.70, is recommended for payment.

Approved.—A. P. C.

W. C. No. 153.—E. B. McCrae, meals, \$25.50. The sum of \$7.65 deducted; the balance, \$17.85, recommended for payment.

Approved.—A. P. C.

W. C. No. 154.—H. A. Perley, meals, \$87.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 155.—R. W. McKennoh, meals, \$25. The sum of \$7.50 deducted; the balance, \$17.50, recommended for payment.

Approved.—A. P. C.

W. C. No. 156.—Thos. Gillman, meals, \$47. The sum of \$14.10 deducted; the balance, \$32.90, recommended for payment.

Approved.—A. P. C.

W. C. No. 157.—F. F. Tims, 4 accounts, No. 1 account, freighting, \$19; No. 2 account, transport, \$10; No. 3 account, burial expenses, \$6; No. 4 account, ferrige, \$73.20. All recommended for payment in full. It is remarked, however, that a portion of No. 4 account for ferrige, amounting to \$6.70, would appear to be chargeable to the N. W. M. P. Department.

Take off No. 4 \$6.70 and pay balance.—A. P. C.

W. C. No. 158.—Roberts & Sinclair, for keep of Major Thibaudeau's and Major Lewis' horses, \$11 each, in all \$22. The Regiment was paid off and disbanded on the 24th August, consequently there should be no claim for forage or horse-keep after that date. Rejected.

Claim rejected.—A. P. C.

W. C. No. 159.—R. McGinn, Depot Clerk, \$92.50. Recommended for payment in full.

Keep in abeyance until report about clerks reaches me.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 16.

WINNIPEG, 29th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 161.—J. Brown, teamster, bonus, \$10. As previously stated, Major Dale expressed his belief that all claims of this nature had been previously paid by the H. B. Co.; but, in any case, this cannot be recommended for payment, as it is considered that the teamsters were well paid for their services, and the question of bonus is entirely for decision of the Minister.

Bonus to Teamsters, Disapproved.—A. P. C.

W. C. No. 162.—Alex. MacDonald, hay, etc., \$226. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 163.—David Taylor, teaming, \$40. Reduced to \$3 per day, taking off \$10. The balance, \$30, recommended for payment.

Approved.—A. P. C.

W. C. No. 164.—F. F. Tims, demurrage, \$1,344. This man has been paid already the high price of 11½ cents per lb., for freighting; the contract was by weight and not by the day, consequently a claim for demurrage cannot be entertained. Rejected.

Claim rejected, Approved.—A. P. C.

W. C. No. 165.—Mrs. Goodwin, meals, \$26.60. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 166.—F. F. Tims, livery account, \$22.55. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 167.—Colin McLean, demurrage, \$540. This man was working for a contractor and not for the Government, and had no authority from the Principal Transport Officer. Rejected.

Claim rejected.—A. P. C.

W. C. No. 168.—W. C. Cubitt, bookkeeper, \$102.50, reduced to \$2 per day, the same rate as others, taking off \$22.50; the balance, \$80, is recommended for payment.

Keep in abeyance for present, until report about clerks is forwarded.—A. P. C.

W. C. No. 169.—George H. Campbell, railway ticket, \$11.60. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 170.—J. S. Gibb & Co., supplies, \$119.65. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 171.—A. Shaw, repairing and cleaning arms, 65th Battalion, \$108. This claim is payable by the Battalion, who had their own Armorer and Caretaker paid by Government. Rejected.

Claim rejected.—A. P. C.

W. C. No. 172.—Alex. McKenzie, blacksmith, 3 accounts, \$70, \$22.50 and \$57, in all \$149.50. Recommended for payment in full to A. MacDonald.

Approved.—A. P. C.

W. C. No. 43.—Captain Oswald, rent of orderly room, etc., \$30. The charges are considered excessive; \$10 is therefore deducted; the balance, \$20, recommended for payment.

Approved.—A. P. C.

W. C. No. 57.—J. B. Rivet, repairing waggons, etc., 3 accounts, \$78.90, \$111.50 and \$90.75, in all \$281.15. As the charges are excessive, it is considered right to make a reduction of 25 per cent. on all, taking off \$70.28. The balance, \$210.87, is recommended for payment.

Approved.—A. P. C.

W. C. No. 60.—Wm. Byers, blacksmith, 2 accounts; No. 1 account, repairing waggon, \$22.50. The articles charged for are merely to replace ordinary wear and tear, for which the teamsters are responsible. Rejected. No. 2 account, hinges, &c., \$62.80. Charges are excessive, and without authority; \$22.80 is therefore deducted, and the balance, \$40, recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,—
Secretary.

REPORT No. 17.

WINNIPEG, 30th September, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 173.—Winnipeg Light Infantry; Supplementary Pay lists, Officers and N. C. O., 24th August to 24th September, \$488.25. This Corps encamped many weeks at Fort Pitt, before returning to Winnipeg, during which period all papers connected with pay should have been made up to the end of the month. They reached Winnipeg on 13th August, and were disbanded on the 24th August, which gave them ample time to settle up all matters connected with the Corps, consequently the claim cannot be recommended. Rejected.

Claim rejected.—A. P. C.

W. C. No. 174.—Lt.-Col. Peebles, disbursement for stationery, \$5.65. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 175.—J. L. Wells, hardware supplies, \$265.60. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 176.—M. & D. A. 1923.—Letters and papers concerning N. W. M. P. and Steele's Scouts. These refer to claims which have been already reported on, and not being further required, are returned to Head-quarters.

Approved.—A. P. C.

W. C. No. 177.—M. & D. A. 2424.—Letter of Lt.-Col. Grasett, on behalf of Ladies' Volunteer Aid Committee, Toronto, claiming \$95 for waggon covers. As these articles have been received by the Government, the amount claimed is recommended for payment in full.

Approved.—A. P. C.

W. C. No. 178.—M. & D. A. 2291.—Respecting claims of Major E. W. Jarvis, \$83.30, and Captain Geo. H. Young, \$103.19, for allowances, etc. In each case it

is considered right to allow net pay of rank only, giving Major Jarvis \$3.90 per day, making a reduction on his claim of \$17; the balance, \$66.30, is recommended for payment. In Captain Young's case, \$2.82 per day, reducing his claim by \$53.25; the balance, \$47.94, is recommended for payment.

Approved.—A. P. C.

W. C. No. 179.—M. & D. A.2277.—Respecting application of C. F. Moore for transport requisition from Ottawa to Calgary. This man apparently resides at Calgary, and there was no necessity or authority for him to leave there to go to Ottawa with Captain Wright, supply officer, as Captain Wright had sufficient assistance without him, to make up his accounts. Rejected.

Rejected.—A. P. C., M. M. & D.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 18.

WINNIPEG, 1st October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 180.—Mrs. M. Guthrie, loss and damage to property by Indians, \$261. Not considered to be within the scope of this Commission, and is therefore referred to Head-quarters.

To be forwarded to Department of Interior.—A. P. C., M. M. & D.

W. C. No. 181.—R. McLellan, Red Deer, damage to property, etc., \$1,645.75. The Commission are not aware that Major Perry had any authority to rent this property or convert the house into a Fort. In any case, the charges are excessive, and it appears to be a claim outside of the scope of this Commission, and is therefore referred to Head-quarters.

Referred to Department of Interior.—A. P. C.

W. C. No. 182.—David Smith, pay as Assistant Veterinary Surgeon, \$58. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 183.—C. P. R. Telegraph Company, Swift Current, telegram, \$8.92. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 184.—Thomas Richardson, pay as clerk, \$245.40. Recommended for payment in full.

In what capacity employed and on what authority appointed? Please report before paying.

A. P. C.

W. C. No. 185.—John Hart, pay as clerk, \$212.50. Amount deducted for overcharges, as per memo on claim, \$85. The balance, \$127.50, is recommended for payment.

In what capacity employed and on what authority appointed? Please report before paying.
A. P. C.

W. C. No. 186.—A. C. McNab, pay as clerk, \$144.10. Recommended for payment in full.

In what capacity employed and on what authority appointed? Please report before paying.
A. P. C.

W. C. No. 187.—Jas. Haley, hire of horse, \$135. Reduced to usual price of \$1 per day; taking off \$90; the balance, \$45, is recommended for payment.

Approved.—A. P. C.

W. C. No. 188.—Hudson's Bay Company supplies for Steele's Scouts, \$25.90. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 50.—C. W. Graham, horse and waggon hire, etc., \$432.75. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 189.—Major C. W. Street, extra pay, \$258. \$2.50 per day, already paid to Major Street as Orderly Officer, amounting to \$130, is deducted; the balance, \$128, is recommended for payment.

Nature of service should be stated.
A. P. C., M. M. & D.

W. C. No. 151.—W. Eddles, pay as shipping clerk, \$22. Recommended for payment in full.

In what capacity employed and on what authority appointed? Please report before paying.
A. P. C.

W. C. No. 190.—John B. Milliken, saddlery, \$11. Recommended for payment in full.

For what corps was this saddlery required? Report before paying.—A. P. C.

W. C. No. 191.—C. P. R. Telegraph Company, Calgary, \$12.99. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 192.—Alex. MacDonald, teaming, ox, etc., \$190. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 193.—Lieutenant Wadmore, "C" Co. Infantry School Corps; allowances, \$316.55. This Corps have been paid all they are entitled to under R. & O. This claim for extra allowance is therefore submitted for the decision of the Minister.

Do not understand nature of this claim—cannot authorize at present.—A. P. C.

W. C. No. 194.—The British American Rancho Company, \$600, and M. Kerfoot, Calgary, \$150, for horses purchased for A Battery. Recommended for payment in full.

Approved.—A. P. C., M. M. & D.

W. C. No. 195.—Supply Pay lists and regimental stationery account, 91st Battalion, 4 accounts. No. 1 account, "H" Co. P. L., \$31.25; No. 2 account, "F" Co. P. L., \$42.66; No. 3 account, "B" Co. P. L., \$78.56; No. 4 account, stationery, \$15. Nos. 1, 2, 3 accounts are recommended for payment in full. No. 4 account, for stationery, \$15, is rejected, as the Commanding Officer drew stationery as required from the Hudson's Bay Company at Fort Qu'Appelle and Troy, which was charged to the Government.

Approved.—A. P. C., M. M. & D.

W. C. No. 62.—G. C. King & Co., material for flags, 9th Battalion, \$16.18. As it is customary for Commanding Officers to supply their own flags, this claim is left for the decision of the Minister.

9th is not allowed flags according to regulations—keep in abeyance.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 19.

WINNIPEG, 3rd October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 58.—A. G. McDonald, horse hire, \$201.50. See Mr. McGibbon's letter attached. It is evident that this is not a claim against the Government, but should be settled by the Officers concerned. Rejected.

Rejected.—*Approved* A. P. C., M. M. & D.

24th Sept., 1885.

W. C. No. 58.—This is a claim for a team and a horse ordered by Captain Normandeau to replace others left by Colonel Smith. It seems the team was for Normandeau's own private use and the horse was for Sergeant Duchesnay. They should pay this bill themselves. McDonald says one of his horses was taken away, and he has not been paid for him. It seems Normandeau took the horse to Edmonton. The horses were fed at Government expense. McDonald, who is a most reliable man, furnished the horses in good faith, thinking that Normandeau had authority, but finds now that he had not.

He is willing, if the Commission entertains his claim, to accept \$201.50, which is \$6 a day for the team and \$2.50 for the horse, and will run his chances of getting paid for the horse taken away by Normandeau.

A. MCGIBBON.

It might be well to ask Normandeau if he intended this bill to pay for the horse he took away.

W. C. No. 196.—M. & D. A.2049.—Montreal Garrison Artillery, rations, &c. In accordance with the letter of Lt.-Col. Whitehead, attached, it is recommended that Lt.-Col. Oswald be called upon to refund \$91. value of the rations, etc.

Refund—keep this in abeyance.—A. P. C.

SUPPLY AND TRANSPORT OFFICE,
WINNIPEG, Oct. 1st, 1885.

To LIEUT.-COL. C. E. PANET,
Deputy Minister of Militia,
Ottawa, Ont.

SIR,

I have the honor to inform you, in reference to Lieut.-Col. Oswald's claim, that he drew ninety-one dollars (\$91.00 *) in lieu of forage for four horses from the 20th May to 23rd July, sixty-five days each. At the same time, I believe, his horses were rationed by the Mounted Police, while in camp at Regina. He also was served with forage in passing through Winnipeg, and received sufficient forage to take him to Montreal on his return, he, therefore, should refund to the Department the ninety-one dollars (\$91.00) which he had no right to claim and vouch for.

I have the honor to be,

Sir,

Your obedient servant,

E. A. WHITEHEAD,
Lt.-Col., C. T. and S. Officer.

W. C. No. 197.—Mrs. Mary Woods, board, lodging, etc., \$59.60. Recommended for payment in full.

Approved.—A. P. C., M. M. & D.

W. C. No. 198.—W. D. Kerfoot, team of horses purchased for public service, \$275. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 199.—H. Keith, freighting supplies, \$53.71. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 200.—Staff-Sergeant F. Brown, pay for services, \$108.40. Services charged at \$2 per day are reduced to \$1.50 per day, taking off \$21.50. The balance, \$86.90, is recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

* \$91.00 Voucher No. 107, cheque No. , paid 18th J, '85.—E. A. W.

REPORT No. 20.

WINNIPEG, 3rd October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 24.—Winnipeg and Western Transportation Co., \$63,841, submitted 10th September, 1885. The Commission wish most respectfully to say, had it not been for the two certificates signed by Major-General Middleton, which were attached to the papers, a much larger reduction would have been recommended, as it is generally understood navigation on the North Saskatchewan does not open, on account of the ice in Lake Winnipeg, until about a month later than the period from which the claim is made.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

GEORGE GUY, Major,
Member.

EDMUND B. HOLT,
Secretary.

WINNIPEG, Ju'y 17th, 1885.

The Steamers "Northwest" and "Marquis" have been in Government employ from April 12th to July 12th, 1885, inclusive.

FRED. MIDDLETON,
Major General Commanding Forces N. W.

REPORT No. 21.

WINNIPEG, 3rd October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 96, consisting of 6 accounts.—No. 1 account, J. Balsillio, sundry disbursements, \$46.20; No. 2 account, G. C. Mortimer, stationery, \$13.95; No. 3 account, Roberts & Sinclair, team and waggon, \$10; No. 4 account, R. Patterson, rent of office, \$50; No. 5 account, H. Newell, Asst. Accountant, \$105; No. 6 account, John Balsillie, Accountant, \$536. No. 3 account, Roberts & Sinclair, \$10, is recommended for payment in full. With reference to the remaining accounts, having heard the statements of Captain Allan and Lieutenant-Colonel Forrest, and from other information gained, shewing that these people were not rendering any service to the Department, but were assisting in an office of R. Paterson, rented by Armit & Kelly, for their own use, and in connection with their own contracts with the transport service, the Commission cannot recommend them for payment. Rejected.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 22.

WINNIPEG, 5th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 212.—Mr. Feron, herding horses, \$22. Recommended for payment in full.

W. C. No. 54.—Wm. Sutherland, horse, saddle and bridle, \$250, given to Eustace Finnie (French's Scout) to compensate him for loss of his horse, killed in action at Fish Creek. Recommended for payment in full.

W. C. No. 213.—Benj. Gannon, extra teaming, conveying soldiers, \$20. The teamsters were well paid for their services. This claim having already been reported on (W. C. No. 48, 18th September, 1885) is rejected.

W. C. No. 214.—M. & D. A. 241.—David Baird, for hay taken by 90th Battalion, \$70.00. Recommended for payment in full.

W. C. No. 215.—Winnipeg Field Battery, expense of clothing, etc., \$1,260. \$13.95 per man is recommended, being the same as recommended for the 90th Battalion, amounting to \$878.85, less sums already paid by H. B. Co., \$197.46 charged to Government; amount deducted from claim being \$578.61; the balance recommended for payment, \$681.39. Payment to be made on presentation of receipted Pay list by the men.

W. C. No. 216.—N. H. Jackson & Co., medical supplies, \$348.85. 25 per cent. is deducted from this account as recommended by Dr. Codd, amounting to \$87.21. The balance, \$261.64, recommended for payment.

W. C. No. 203.—Charles Millican, 90th Battalion, making pack saddles, \$11.80. Recommended for payment in full.

W. C. No. 204.—G. H. C. Willoughby, rent, stove, freighting, etc., \$427.17. \$20, reduction of rent; balance, \$407.17, recommended for payment.

W. C. No. 206.—Proctor Bros., printing forms, \$16. Recommended for payment in full.

W. C. No. 211.—C. F. Forrest, goggles, \$25. Recommended for payment in full.

W. C. No. 217.—A. Doig, tinsmith, spoons, plates, etc., \$12.60. Recommended for payment in full.

W. C. No. 218.—Birtle Co., Capt. Wood, Pay list, \$1,396.17. This Company was gazetted for active service on the 10th April, and duly organized and supplied with arms and ammunition. Recommended for payment in full.

Report approved.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 23.

WINNIPEG, 5th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the **MINISTER OF MILITIA AND DEFENCE.**

W. C. No. 201.—M. & D. A.1755.—Northwest Coal and Navigation Co., for use of three steamers and six barges, etc., \$78,879.33.

Sir Alexander Galt, President of the Company, came before the Commission, and explained as to the agreement with the Honorable the Minister of Militia and Defence, submitting letters and other documents in support of the several items making up the total claim: all of which he fully explained, much to the satisfaction of the Commission. It appears the agreement was based on the capacity of the Steamer "Northcote," which has a net tonnage of 290.65, while the several vessels furnished by the Northwest Coal and Navigation Co. have a capacity as follows, viz.:

Baroness.....	201.63 tons
Alberta.....	85.72 "
Minnow.....	15.57 "
6 Barges, about.....	500.00 "
	802.92 "

Divide this by 3, gives 267.64 tons average, or 23.01 tons less on each steamer (with the proportion of barges) than the "Northcote," which would make a reduction of \$60 per day for 31 days (the first month's service), amounting to \$1,860, on this first item, \$23,250. In recommending this reduction, the great difference between the cost of the barges and the steamer "Northcote" has not been taken into consideration. The balance, \$21,390, is recommended for payment.

The 2nd item of six days for the same vessels up to 16th May, inclusive, \$4,500, is subject to a similar proportionate reduction as made on the previous item, viz.: \$60 per day, amounting to \$360, leaving a balance of \$4,140, which is recommended for payment.

The 3rd item for two steamers and two barges, from 17th May to 31st July, 75 days, \$45,000. The services of the Steamer "Minnow" and three barges being dispensed with, reduces the capacity by 365.57 tons, leaving a net tonnage of 537.35, which still leaves the two remaining steamers and three barges 22 tons per steamer and proportion of barges short of the "Northcote," or a reduction of \$288 per day from the original charge of \$750 for the 3 steamers and 6 barges, making a reduction on this item of \$10,350, or \$19 per day on each steamer less than the original charge of \$250 for 75 days, in the account appearing charged at \$300 each, showing value per day of each steamer at \$231 instead of \$250, leaving a balance on this item of \$34,650, which is recommended for payment.

2nd account for \$6,129.33. First item, \$732.40, is recommended for payment in full.

Second item, \$109.33, for transport of 5 horses and 2 waggons from Medicine Hat to Swift Current and return, which were brought down for the purpose of conveying supplies to Steamer which Major-General Laurie would not permit; consequently it is evident Major-General Laurie provided all necessary transport in connection with the Steamer by teams employed by Government. This item, therefore, does not appear to be a fair charge against the Department. Rejected.

Third item, A, claim for one large barge lost, \$1,000. At the time for which this claim is made the river suddenly rose from 12 to 15 feet, causing much damage and destruction to property. As this was beyond the control of the Government and a risk all Navigation Companies must assume, it does not appear to be a fair charge against the Department. Rejected.

Fourth item, B, for loss of one large barge, \$1,000. A copy of letter from Major H. R. Smith, Midland Battalion, who was in command (attached to the papers) shows that both Steamer "Baroness" and barge were in danger of being destroyed from the manner adopted in towing, consequently he ordered the barge to be left for the safety of both.

MY DEAR SIR,

As Officer commanding the River Escort from Swift Current Crossing to Lepine's Crossing, it affords me much pleasure to bear warm testimony to the kindness and courtesy shown by Captains Davis and Bessell and the Officers generally of the "Baroness" and "Alberta" to the Officers and men under my command. Every effort was used by all concerned to secure a speedy and safe passage between the points above named, and no pains were spared to make us all as comfortable as the excellent accommodation of the boat would permit.

In regard to the barge left behind above the Elbow: This was done by my orders, it having become apparent to me that it was in hourly danger of being destroyed, besides very seriously impeding the speed of the "Baroness."

As I was carrying ammunition to the front, time was valuable, and I found it necessary to assume the responsibility of leaving the barge behind.

With kind regards,

I remain, your very faithfully,

HENRY R SMITH,

Majr Midland Regiment.

E. T. GALT, Esq.,
Manager N. W. C & N. Co.

A letter under date of May 8th, 1885, from the Honorable the Minister of Militia and Defence, to Sir Alexander Galt, attached, says: "They shall be at the risk of the Government as to any damage occasioned by navigating them." The Commission respectively submit this guarantee was intended to cover damage by the enemy or by our own Troops, but not against natural obstacles of navigation. It may be further stated that, in our recommendation of payment for services rendered by the "Flotilla," this barge was included for six days after she was disabled, which would probably pay about one-third of the original cost, consequently this item is rejected.

5th item, C, for loss of one medium-sized barge, \$600. This loss occurred by the ordinary dangers of navigation, and does not appear to be a fair charge against the Department. Rejected.

6th, three items, D, damages to Steamer "Baroness," \$325; "Alberta," \$125; "Minnow," \$25, in all \$475. The claimants furnished their own captains, pilots and crews. As these damages were incurred by the dangers of navigation, or inefficiency of the pilots, the claims do not appear to be a fair charge against the Department; in any case they were more than compensated by being paid for the full period. Rejected.

7th item, E, cost of putting steamers out of river to repair damages, \$1,000. It appears these boats are always drawn out of the river at the close of navigation, consequently these ways would have had to be constructed in any case, as stated by Sir A. T. Galt, when giving explanations before the Commission. Rejected.

8th item, F, one York boat destroyed, \$150; one life boat, \$250. The officers of the "Marquis" were responsible for the proper management of the vessel, consequently this would be a claim against the Company owning that steamer. Rejected.

G, one old York boat, sunk and lost at Demi-charge Rapids, \$30.

There is no claim from the owners of this boat, it is therefore rejected.

9th item, H, two tarpaulins lost on sunken barge, \$170. No effort appears to have been made to recover those tarpaulins by the officers of the boat, consequently it cannot be a fair charge against the Department, and is rejected.

10th item, I, meat and eggs for wounded, \$162.60. Recommended for payment in full.

11th item, K, use of extra barge for ferrying at Saskatchewan Landing, \$450. This barge was one of the six under pay with steamer, and, when the others were

lost, included in the calculation in making up the tonnage with the two remaining steamers. Rejected.

After having compared the tonnage capacity of the steamers of this Company with that of the "Northcote," the Commission were desirous of ascertaining the relative capacity by foot measurement. Mr. Ed. B. Able, Surveyor and Measurer of Shipping for the Department of Marine, came before the Commission and explained fully the capacity of the respective vessels, also stating the "Northcote" had been improved since the certificate of Registration was given by having her cylinder increased from 14 inches to 18 inches in diameter. He also stated the "Baroness" had greater capacity for conveying freight on her deck, but for a mixed load of freight and troops the "Northcote" had the advantage.

The Commission are of opinion, after taking into consideration the great difference between the "Alberta" and "Northcote," that the average capacity of the two vessels as compared with the "Northcote," respecting tonnage, is as near correct as possible.

The Commission respectfully suggest that Major General Middleton's opinion might be taken as to the services rendered by these vessels.

Total claim \$78,879.33.

Less deductions \$17,804.33.

Less paid by Department on account, \$51,000.00—\$68,804.33.

Balance recommended for payment \$10,075.00.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

E. B. HOLT,
Secretary, per

F. J. DIXON,
Lieutenant and Acting Secretary.

REPORT No. 24.

WINNIPEG, 6th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For the consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims are recommended for payment in full, viz.:

W. C. No. 220.—Martin Bros., hardware, \$13.45; George Squibb, herder, \$126; T. McHugh, transport, \$1,860; C. Thornton, carpenter, repairing building for storage of arms and ammunition, \$8; Bain Bros., transport, \$808; P. B. Cleland, transport, \$784; S. Reay, transport, \$792; John McDonald, transport, \$808; J. Shannon, transport, \$784; H. S. McLeod, meals, \$11.50; Rielly & Martin, \$31.50, board for Mr. Linsham detained at Calgary by Supply and Transport Officer McGibbon; Bain Bros., feed for horse, \$24; John R. Benson, saddles, \$45; Jas. Shannon, hauling lumber, \$3; John Potter, transport, \$784.

Approved.—A. P. C., M. M. & D.

W. C. No. 220.—R. McKenzie, bread for 65th Battalion, \$161.20—1308 lbs. at 15 cts. per lb. Deduct 5 cts per lb. overcharge, amounting to \$65.40, that is, allowing 10 cts. per lb. for the bread, he having paid the Government 5 cts per lb. for the flour; balance, \$95.80, recommended for payment.

Approved.—A. P. C.

W. C. No. 220.—F. J. Claxton, bread for Alberta Mounted Rifles, \$78.12. As this Corps was disbanded on 24th July, no rations are allowed after that date. Deduct \$11.79; balance, \$66.33, recommended for payment.

Approved.—A. F. C.

W. C. No. 220.—D. J. McDougall, waggon master, \$360. Deduct 50 cents per day for 90 days, \$45; balance, \$315, recommended for payment.

Approved.—A. P. C., M. M. & D.

W. C. No. 220.—J. G. Fitzgerald for Geo. Hamilton, ferrying across Bow River, \$342. Owing to the number of teams on the ferry at one time, and the great number ferried across, a reduction of 33 $\frac{1}{3}$ per cent. is made, amounting to \$114; balance, \$228, recommended for payment.

Approved.—A. P. C., M. M. & D.

W. C. No. 220.—Jos. Shannon, bonus, \$10. Rejected for same reason as similar claims. • Teamsters well paid for services.

Claim rejected.—A. P. C.

W. C. No. 35.—R. Farmer, watching convoy, \$14. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 35.—F. L. Buck, watching convoy, \$14. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 35.—J. Johnson, transport, \$216; herder, \$126.—Total \$342. Recommended for payment in full as per agreement.

Approved.—A. P. C.

W. C. No. 35.—H. Hamilton, special transport, \$14. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 36.—Nelson Brown, \$248, and C. Marshall, transport, \$808. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 42.—John Lincham, repairing Government carts, \$106.40. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 45.—Coykindall & Gleason, for oats, \$168. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 68.—I. G. Baker & Co., \$52, for saddles, &c., supplied Superintendent Perry, Mounted Police. Rejected, as it appears to be a Mounted Police claim.

Account to be forwarded to M. Police.—A. P. C., M. M. & D.

W. C. No. 90—George Young, cook-stove, \$75. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 160.—W. White, Transport Officer, \$70.55, \$40 deducted. The balance, \$30.55, recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 25.

WINNIPEG, 8th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 227 —Major Jarvis, Command Pay, \$137.50. The whole Command at Prince Albert during the period appears to have been less than 100 men, consequently this claim does not come within the meaning of the Royal Warrant regulating Command Pay; in any case, if authorised, \$1.25 per day, the same as allowed Commandants of Royal Schools of Gunnery, would appear ample. The Commission respectfully suggest that the claim be referred to the G. O. C. Should this be paid, of course, many similar claims will be presented.

I concur with the Commission, and I think it would be advisable to settle that \$1.25 should be the sum allowed for similar case.—F. M.

General's concurrence and suggestion as to pay of \$1.25 approved.—A. P. C.

W. C. No. 228.—P. Théau, sick horse, \$20. As this man received ample pay for teaming, to cover disablement of his horse, payment cannot be recommended. Rejected.

Claim rejected.—A. P. C.

W. C. No. 229.—J. S. Gibb & Co., for John Owens, teamster, bonus \$10. For same reason as given with regard to previous claims for bonus, this cannot be recommended, but is left for decision of the Minister.

Claim rejected.—A. P. C.

W. C. No. 230.—5 claims for freighting (Alberta Field Force): No. 1, J. Ellis, \$216; No. 2, W. Sharples, \$1,616; No. 3, J. S. Gibbs & Co., for John Owens, \$784; No. 4, W. Mitchell, \$5,208; No. 5, N. Leech, \$288. All recommended for payment in full.

\$12 a day seems to me an exorbitant price for teams, the most I think given in any claim at the outset, when we were obliged to close with any offer, was \$10 a team, and this was reduced afterwards.—F. M.

Approved.—A. P. C.

The Commission wish to note that, in recommending payment of 4-horse teams, at \$12 per day, and 2-horse teams at \$8 per day, they are governed by the agreement between Major-General Strange and the teamsters, the same rates having been paid at the time on other trails; but these prices were subsequently reduced.

W. C. No. 231.—Medical Hall, Calgary, trusses, \$7.50. Recommended for payment in full.

Will send Minister's decision in a few days.—A. B.

W. C. No. 232.—Isaac Potter, drawing lumber, \$3. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 233.—John Potter, drawing lumber, \$3. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 234.—Calvin P. Moore, pay as storeman, \$242.50; reduced to \$2 per day, taking off \$40.50. The balance, \$202, is recommended for payment.

Approved.—A. P. C.

W. C. No. 235.—Leeson & Scott, forage, \$2. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 207.—Sundry accounts in connection with Boulton's Scouts: No. 1, W. G. Pentland, \$35; No. 2, H. E. Beard, \$3; No. 3, Edwd. Field, \$40; No. 5, John McDougall, \$96; No. 6, Yeandle, \$20.50; No. 7, Sheriff Adams, \$43.15; No. 8, Thos. Gillman, \$163.35; No. 9, Jno. McDougall, \$29; No. 11, J. S. Aylesworth, \$8; No. 12, E. A. Marriott, \$17.50; No. 13, Danl. Smith, \$3.75; No. 14, J. A. Simpson, \$2.50. All recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 26.

WINNIPEG, 9th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 259.—F. W. Kerr, cow for hospital use, \$20. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 236.—Northwest Navigation Co. Service, Grand Rapids to Selkirk, conveying troops, \$21,069. This claim was closely examined, and it was agreed to deduct charges amounting to \$11,651.50, and to recommend for payment the balance of \$9,417.50, as per detailed statement attached to claim. So far as the Commission can ascertain, it is customary to send the boats of this Company from Selkirk to Grand Rapids, and await arrival of steamers plying on the North Saskatchewan, consequently, no allowance for demurrage can be granted.

Approved.—A. P. C.

August 3rd, 1885.

I consider \$5 a head for the men in the barges ample; full fare only for those who were on board the steamer.

FRED. MIDDLETON,
Major General Commanding Forces N. W.

W. C. No. 258.—J. K. Strachan, clerk, application for increase of pay. It is recommended that he be granted an increase of \$1 per day, bringing his pay up to \$3 per day, while serving as clerk in the Paymaster's Department.

W. C. No. 257.—C. H. Mason, clerk, application for increase of pay. It is recommended that he be granted an increase of \$1 per day, bringing his pay up to \$3 per day, while serving as clerk in Chief Transport and Subsistence Department.

I should like these claims for clerkships held over until I go to Winnipeg.—A. P. C.

W. C. No. 225.—Major-General Strange, meals, \$50.40. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 219.—Leslie Gordon, rent for Officers' Quarters, \$10. In accordance with remarks in Captain Rutherford's letter, attached, \$5 is deducted, and the balance, \$5, recommended for payment.

Approved.—A. P. C.

LESLIE GORDON, Esq.,

Troy.

PRINCE ALBERT, August 14th, 1885.

DEAR SIR,

In reply to yours of the 24th July, I regret that there has been such a long delay in the settlement of the rent of house we occupied at Qu'Appelle since last April, for to tell you the truth we were under the impression it had been paid long ago, having written or wired Colonel Forrest (I forget which) from Battleford to do so.

However your client's claim has been handed to Mr. Bedson, Chief Transport Officer, who left here a few days ago for Troy, and who will pay it on his arrival there.

I must say we considered the claim an exorbitant one, having occupied the house only 5 days.

Yours truly,

R. W. RUTHERFORD,
Captain, Mess Secy.

W. C. No. 256.—Thomas Hourie, Scout, 53 days' pay, \$265. This man was employed in General Middleton's Command, and received pay at \$5 per day for 100 days, and was also recommended payment for teams at \$5 per day each, for 111 days. It was understood he was discharged on 2nd July, and was allowed sufficient days to reach his home at Prince Albert. Under these circumstances the claim cannot be recommended for payment, but it is respectfully suggested that the matter be submitted for the consideration of the G. O. C.

As far as I can remember, Thos. Hourie was discharged on 2nd July, and is not entitled to pay beyond this date.

FRED. MIDDLETON,
Major General.

20--10--'85.

Recommendations of Commission Approved—A. P. C.

W. C. No. 221.—Three accounts for freighting (Alberta Field Force): T. P. McHugh, \$4,266; A. McPherson, \$312, and \$2,176. All recommended for payment in full. It is remarked that the claim of Mr. McHugh was originally presented as \$5,020, but subsequently reduced to present figure.

I do not understand why twelve dollars per day are allowed in some instances, and eight dollars in other instances—should not the price be assimilated?

Approved.—A. P. C., M. M. & D.

W. C. No. 260.—Sundry accounts for freighting, &c. (Alberta Field Force), payable to Lafferty & Smith, Calgary, viz.:

A. Broderick, \$20, \$144 and \$352; A. C. Sparrow, \$179.40 and \$34.92; R. McIntyre, \$808; J. Cummings, \$808; G. Bowers, \$232.50; W. Bloss, \$808; H. Munro, \$808; Isaac J. Potter, \$784; J. Moss, \$504, \$24, and \$216; P. Lee, \$24; W. James, \$14; Wm. Allen, \$736; F. Pettitt, \$238; R. Pattison, \$126; Charles Seagrain, \$311.50; H. F. Stewart, \$3.75; H. Hambly, \$5; S. J. Hogg & Co., \$15.08. All recommended for payment in full.

C. Goain, hire of cart, \$372, reduced to usual price of \$3.50 per day, taking off \$46.50. The balance, \$325.50, is recommended for payment.

A. C. Sparrow, beef, \$31.44. The Troop was disbanded and paid off on 24th July. No claim for rations after that date can, therefore, be allowed. Rejected.

A. P. C.

George E. White, horse lost on service, \$125. This claim was reported on 25th Sept. See W. C. 128. Rejected.

Claim rejected.—A. P. C.

J. Williams, Chief Scout, bonus, \$35. No claims for bonus can be recommended.

Claim rejected.—A. P. C., M. M. & D.

W. B. Wiley, \$60, and H. D. Graves, \$50, for horses disabled.—All teamsters were well paid for their risks and no doubt the disablement was only temporary. Rejected.

The Commission again wish to note that, in recommending payment of 4-horse teams at \$12 per day, and 2-horse teams at \$8 per day, they are governed by the agreement between Major-General Strange and the teamsters, the same rates having been paid at the time on other trails, but these prices were subsequently reduced.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 27.

WINNIPEG, 9th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 278.—C. P. R. Telegraph Company, Calgary, May account, \$568.44; June account, \$154.90; July account, \$66.25, and Winnipeg, September account,

\$92.50. Total \$882.09. Amount deducted for private telegrams as per memo. attached to claim, \$207.30, leaving a balance due of \$674.79, which is recommended for payment. The parties who have sent what appear to be private telegrams should be called upon, either to settle with the Telegraph Company or else refund the Department; if the latter, the Company would be entitled to the full amount of claim, viz., \$882.

These are the telegraph accounts I refused to certify. Major Dowling has settled the police portion. These accounts appear large and appear to include private telegraphing of all kinds which should have been paid by the parties themselves.

A. MCGIBBON.

Approved—But private telegrams must be collected by Telegraph Co. from parties who sent same, and balance, after deduction of said private telegrams made, should be paid to Co.—A. P. C.

W. C. No. 279.—Captain Canavan, W. I. I., for allowance in lieu of rations, \$34.15. According to certificate of Lieut.-Col. Smith, Captain Canavan had a month's leave, after which he joined his regiment, and should then have drawn rations, as others. During the period of leave he was not entitled to rations, consequently \$30.40 is deducted, and the balance, \$3.75, recommended for payment.

W. C. No. 280.—James Pringle, Veterinary Surgeon, B Battery, pay, \$60. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 281.—Captain Farley, B Battery, hotel expenses, etc., \$42.80. Recommended for payment in full.

Approved.—A. P. C., M. M. & D.

W. C. No. 226.—Rocky Mountain Rangers, extra pay, \$261. Were paid up to 10th July, which allowed them ample time to settle up all claims against the Corps, consequently payment cannot be recommended. Rejected.

Claim rejected.—A. P. C.

W. C. No. 282.—Lieutenant-Colonel Smith, W. I. I., saddlery, etc., \$121.50; \$31.50, for articles lost, is deducted; the balance, \$90, is recommended for payment, simply because other officers have been supplied with saddles through the H. B. Co., and these two saddles have been returned into store.

Approved.—A. P. C.

W. C. No. 145.—D. H. Gillospie, lumber, \$36.26. Recommended for payment in full.

Approved.—A. P. C., M. M. & D.

W. C. No. 79.—Jas. Browster, damage to waggon, \$50; ordinary risk of service. Rejected.

Claim rejected.—A. P. C., & M. M. & D.

W. C. No. 69.—J. F. McGinnis, waggon box, etc., \$55. Rejected.

W. C. No. 74.—Brown & Curry, powder and shot, \$100.80. Recommended for payment in full.

Claim rejected.—A. P. C., M. M. & D. Why was powder and shot purchased?

Referred to Department of the Interior.

A. D. McPherson, freighting ditto, \$75. This is an excessive charge, \$60 is deducted, the balance, \$15, recommended for payment, being the price charged by Brown & Curry for taking up the same load.

Balance of recommendation approved.—A. P. C.

W. C. No. 108.—Barnett & Lumb, keep of sick horse, \$42; 50 cents per day is considered sufficient, taking off \$21. The balance, \$21, is recommended for payment.

Approved.—A. P. C.

W. C. No. 274.—Arch. Brenner, horse disabled, \$44. This man had a high rate of pay, and there was no board of inquiry. Rejected.

Claim rejected.—A. P. C.

W. C. No. 209.—A. Hamolin, teamster, horse injured, \$130. Teamsters were all well paid for the risks of service. Rejected.

Claim rejected.—A. P. C.

W. C. No. 210.—A. Hamelin, supplies for Indians at Lac La Biche, \$299.30. Not considered to be within the scope of this Commission.

Claim to be forwarded to Department of Interior, Indian Branch.—A. P. C.

W. C. No. 208.—A. McDonald, pay of Indian Scouts at Lac La Biche, \$162.50. This appears irregular and no proper authority attached. Rejected.

Rejected.—A. P. C.

See Supplementary Report of 20th February, 1886.

W. C. No. 262.—Geo. C. Mortimer, stationery for Hospital Corps, \$3.00. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 263.—Northwest Navigation Company, for bedding, etc., taken away by Hospital Corps, \$21.75. Recommended for payment in full.

Submitted to Dr. Bergin; will write when he reports.—A. P. C.

W. C. No. 261.—George McKennett, meals, \$13.65. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 246.—John Richards, care of horse, \$51. \$29.50 is deducted for time over-charged; the balance, \$21.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 233.—J. G. Butler & Company, sundries for 9th Battalion, \$12 and \$224.53. This appears to be a regimental matter. Rejected.

Rejected.—A. P. C.

W. C. No. 239.—H. Taylor, rent of cook-stove for 9th Battalion, \$56. These troops had camp equipments, and were supposed to be under canvas. Rejected.

Rejected.—A. P. C.

W. C. No. 247.—H. Dunne, night duty watching arms, etc., \$88. Recommended for payment in full.

Approved.—A. P. C., M. M. & D.

W. C. No. 250.—Wm. Winder, sundries for 9th Battalion, \$116.40. These articles are issued by the Department. It appears to be a regimental matter. Rejected.

Rejected.—A. P. C., M. M. & D.

W. C. No. 252.—J. D. Higinbotham & Co., medical supplies 9th Battalion, \$200. This Battalion received large quantities of medical supplies at different stations. The Commission are of opinion that the claim should be paid by somebody; and recommend that it be referred to the Surgeon-General for enquiry.

Submitted to Dr. Bergin; will write when he reports.

W. C. No. 240.—D. Vader, one day's work at Fort, \$8. This man has been sufficiently paid already. Rejected.

Rejected.—A. P. C.

W. C. No. 249.—R. T. Baker, chairs for 9th Battalion, \$16.50. This appears to be purely a regimental matter. Rejected.

Rejected.—A. P. C.

W. C. No. 253.—Quail & Scott, making tables, etc., 9th Battalion, \$89. This also appears to be a regimental matter. Rejected.

Rejected.—A. P. C.

W. C. No. 241.—John Gamble, baker, \$84. Recommended for payment in full.

Rejected.—A. P. C.

W. C. No. 254.—I. G. Baker & Company, storehouse for supplies, \$75. As Government paid for the repairs, and the Commission having seen the building, \$10 per month, is considered sufficient; \$40 is, therefore, deducted, and the balance, \$35, recommended for payment.

Approved.—A. P. C.

W. C. No. 243.—T. H. Dunne, packing and oiling rifles, \$45.20, 10 cents each allowed, instead of 20 cents, taking off \$22.60. The balance, \$22.60, is recommended for payment.

Approved.—A. P. C.

W. C. No. 244.—A. D. McPherson, horse disabled, \$150. The teamsters were all well paid for the risks of service. This is only ordinary wear and tear. Rejected.

Rejected.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 28.

WINNIPEG, 12th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 283.—Consisting of fifty claims for horses disabled, etc. No. 1 to 50 inclusive. No. 1, Thomas Miskiman, \$235; No. 2, Thomas Atcheson, \$150; No. 3, Thomas Atcheson, extra pay. This is a matter for Contractor to settle. No. 4, G. Aubrey, \$25; No. 5, J. W. Devitt, \$200; No. 6, A. H. Ridsdale, \$250; No. 7, M. M. Hammond, \$200; No. 8, Thomas W. Murray, 250; No. 9, Smith & Sherriff, \$170; No. 10, Trotter & Trotter, \$175; No. 11, Leslie Gordon, \$225; No. 12, Miles H. Chapman, \$175; No. 13, S. Thompson, \$200; No. 14, E. A. Banbury, \$200; No. 15, H. T. Burton, \$12; No. 16, John Ellis, \$100; two affidavits, 1st for horse injured and 2nd for subsequent death; No. 17, Joseph Malette, \$125; No. 18, James Johnston, \$250; No. 19, C. McGinnis, \$50; No. 20, D. C. Robertson, \$70; No. 21, George Boswell, \$125; No. 22, W. J. Douglas, \$50; No. 23, Calvin Morton, \$75; No. 24, A. E. Beaudoin, \$100; No. 25, Fred. Armand, \$150, no proof of any kind; No. 26, A. W. Rowland, \$100; No. 27, Alexander Hayes, \$250; No. 28, W. Sharples, \$200; No. 29, D. W. Baskerville, \$300; No. 30, W. B. Wylie, \$160; No. 31, Joseph Gagnier, \$175; No. 32, Thomas E. Wilson, \$145; No. 33, Robert C. Thomas, \$225; No. 34, C. Marshall, \$200; No. 35, A. E. Boyd, \$150; No. 36, Billy Mitchell, \$200; No. 37, Billy Mitchell, \$175; No. 38, W. E. Bliss, \$150; No. 39, John Whalen, \$100; No. 40, R. Hy. Scorer, \$175; No. 41, Qu'Appelle Valley Farming Co., \$1,350. The teams of this Co. were drawing \$10 per day from Government. No. 42, D. A. Starr, \$175,—no board according to regulations and nothing to support the claim; No. 43, Joseph Robinson, \$50; No. 44, Roland Eames, \$200; No. 45, Isaac Potter, \$150; No. 46, Richard W. Roderick, \$150; No. 47, John Eisler, \$150; No. 48, Martin Kelly, \$75; No. 49, B. A. Empey, \$150; No. 50, R. McIntyre, \$150.

In considering the foregoing claims for injuries, &c., to horses, the Commission have acted on the principle that the teamsters were sufficiently paid to cover all risks of ordinary service, and that, unless loss, disablement or death of horses resulted directly from any action of the Troops or Rebels, no compensation should be allowed; and, further, that where loss, disablement or death did result from the action of the Troops or Rebels, the case could not be entertained without certificate of a proper Board of Enquiry and satisfactory proof. All the said claims are, therefore, rejected.

W. C. No. 284.—Chas. St. Germain, beef steer for Indians, \$100. This appears to be a charge against the Indian Department.

Report Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 29.

WINNIPEG, 12th October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 29.—M. & D. A.2257.—Battleford Home Guards. Pay-lists, &c., \$4,786.90.

In reconsidering the report of the 14th September, the Commission can only add that it would appear from Lt.-Col. Otter's letter, attached, that these two Companies performed the same service for their country, although not gazetted, as the Battleford Rifle Co., which were paid; as these two companies risked their lives for the sake of their country, they are entitled to be paid likewise.

Approved.—A.P.C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

BATTLEFORD, August 7, 1885.

From Lt.-Col. Otter, Commanding at Battleford,
To the Paymaster N. W. Field force.

SIR,

In forwarding pay lists and accounts of Battleford Home Guards, I have the honor to state that, on my arrival here, I found that these two Companies had been formed on the 27th March, and were doing duty regularly with the Rifle Co'y and detachment of Police; these duties they continued doing until disbanded on the 23rd May; and, as similar bodies in the country have received pay for the same services, I consider that the companies of the Home Guard at this station are well entitled to recognition in the way of remuneration.

I have the honor to be,

Sir,

Your obedient servant,

W. D. OTTER,
Lt. Col., Commanding at Battleford.

REPORT No. 30.

WINNIPEG, 13th Oct., 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 300.—Wm. R. Sinclair, 6 accounts:

No. 1 account, for bags and transport of same, \$265. Recommended for payment in full.

No. 2 account, hauling supplies from Telegraph Coulee and Battleford to Fort Pitt, \$465. Deducted for time overcharged \$115; the balance, \$350, is recommended for payment.

No. 3 account, hauling ammunition and stores from Battleford to Prince Albert, \$2,202. Amount deducted to make charges proportionate to contract rates between Clark's Crossing and Battleford, \$488.11; the balance, \$1,713.89, is recommended for payment.

Approved.—A. P. C.

No. 4 account, for 250 bags, \$31.25. Recommended for payment in full.

No. 5 account, transporting 7th Fusiliers, Clarke's Crossing to Moosejaw, \$2,860. Amount deducted for overcharge in time, \$770, and for amount transferred to Ross & Riddell, sub-contractors (by consent of Wm. R. Sinclair), \$1,400, leaving a balance of \$690, which is recommended for payment.

No. 6 account, transporting supplies from Clarke's Crossing to Telegraph Coulee, \$120. Recommended for payment in full.

W. C. No. 223.—Jas. H. Ross, 1 load of supplies, Moosejaw to Clarke's Crossing, \$70. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 222.—Ross & Riddell, transport of nurse from Moosejaw to Saskatoon, \$96. Deducted in accordance with remarks of Dr. Radlick, \$16; the balance, \$80, is recommended for payment.

Approved.—A. P. C.

W. C. No. 301.—Ross & Riddell, transport 7th Fusiliers, Clarke's Crossing to Moose Jaw, \$1,615 (\$125 is for one day's additional service). Amount deducted for numbers of teams overcharged, \$90; the balance, \$1,525, is recommended for payment.

These teams were ordered by Mr. Sinclair, contractor, Clarke's Crossing, from Ross & Riddell, Moosejaw. In my opinion the claim of this sub-contractor should not be to this office, but to the Contractor Sinclair, as this may be a duplicate claim for the same service. As these teams were not engaged by me, but directly by Sinclair, I cannot certify to the claim.

F. JOSEPH DIXON,
Lieut., C. M., Staff Officer Supply & Transport.

Twenty-five (25) teams were ordered from Ross & Riddell, Moose Jaw, and sent forward by me under instructions received by telegraph from Major Bell, Transport Officer, Qu'Appelle, to transport the 7th Battalion from Clarke's Crossing to Moosejaw, subsequently recalled by me on account of telegraphic order from Major Bell advising me that he had sent transport for the same purpose from Qu'Appelle. I warned Major Bell by telegraph that a claim would be made if I recalled the teams, and he replied that he would pay for the time out, under these circumstances. I certify to twenty-five (25) teams for one (1) day at \$5 each, \$125.00.

F. JOSEPH DIXON, Lieut. C. M.,
Staff Officer, Supply and Transport.

Approved.—A. P. C.

W. C. No. 44.—Goodwin Marchand, per A. Macdonald, hire of carts, etc., \$1,080. Amount deducted for time overcharged (see letter of Lt.-Col. Smith attached), \$270; the balance, \$810, is recommended for payment.

SWIFT CURRENT, August 14th, '85.

I certify that Mr. Goodwin Marchand has provided thirty-four carts and one waggon for transport of troops and stores from Battleford to Swift Current for Winnipeg Light Infantry. Service commencing on the 4th August and ending 12th August, inclusive.

Rates agreed on, two dollars and fifty cents per day for cart and five dollars for waggon. Service satisfactorily performed.

W. OSBORNE SMITH, Lt. Col.,
Commanding Winnipeg Light Infantry.

The Chief Transport Office, etc., etc., etc.
Winnipeg.

Approved.—A. P. C.

W. C. No. 297.—M. & D. A. 2341 miles.—M. O'R. Jarvis, Private 90th Battalion, allowance for kit. This application is covered by Report on W. C. No. 21, dated 8th September last and approved for payment.

Already decided.—A. P. C.

W. C. No. 298.—M. & D. A. 2430.—Captain Nash, Battleford Rifle Co., allowance for kit. As these men and their families depended in great measure upon subsistence furnished by Government, and were embodied to defend their own homes, it is considered they have been amply paid already, and this claim cannot therefore be recommended. Rejected.

Claim rejected.—A. P. C., M. M. & D.

W. C. No. 266.—McNeil Bros., meals, \$18. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 267.—F. Fields, hire of saddle horses, &c., \$18.50. This is not a claim against the Department. See Mr. McGibbon's letter, attached. Rejected.

This claim of Field's I cannot pass. The buckboard was sold to Col. Amyot complete for \$400—horse and harness.

The Police claimed the cushion as soon as they saw it, and Field failed to prove that it was his, when sold to Col. Amyot. Instead, therefore, of asking for payment, he actually owes the Department a cushion.

The hire of 2 horses and the bridle have no connection with it that I know of, and the account therefore must not be entertained.

A. MCGIBBON,
S. & T. Officer.

Claim rejected.—A. P. C.

W. C. No. 270.—M. Hoppe, Cook, balance due, \$12. Sufficiently paid already, Rejected.

Rejected.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 31.

WINNIPEG, 13th October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 115.—Steele's Scouts, compensation for horses lost, &c. Reported on 24th September, 1885.

Since making the above report it has been ascertained from Capt. Oswald and Sergeant-Major Wilson that the horses belonging to Troopers West, Owens and Oke, were taken over or sold by the Government auctioneer, consequently it is now recommended that the sum of \$100 be paid to each of the said troopers, being the full amount allowed under R. and O., Par. 1004, and that payment in the case of

Owens (W. T.) be made through Mr. Treherne, British Vice-Consul, St. Paul, Minn., U. S. A.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 32.

WINNIPEG, 14th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 302.—Winnipeg Troop of Cavalry, Captain Knight, allowance, in lieu of kit, \$18.75 per man for thirty-three men. \$13.95 per man is recommended, being the same rate as allowed the 90th Battalion and Winnipeg Field Battery. To be paid on presentation of received Paylist.

Approved.—A. P. C., M. M. & D.

W. C. No. 303.—G. E. J. Hanwell. This is not a claim against the Government, but merely an affidavit to clear the man from being called upon to pay for a revolver.

Rejected.—A. P. C.

W. C. No. 285.—Howard Sibbald, loss of horse, \$150. This man received \$4 a day for his horse, up to his return to Calgary. The Commission are not cognizant of the proceedings of the Board in this case, which are said to have been sent to Ottawa; and unless there is something special in the proceedings they cannot recommend payment. Rejected.

Claim rejected.—A. P. C.

W. C. No. 304.—Chipewyan Indians of Cold Lake, for services, \$128.75. No doubt this expenditure helped to keep these Indians and others from causing trouble, and the rate of pay is reasonable. It is, therefore, recommended for payment in full through Lieut.-Gov. Dewdney, Indian Commissioner at Regina.

Referred to Indian Department.—A. P. C.

W. C. No. 275.—James Walker, firewood, etc., \$7.25. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 268.—E. G. Thomas, pay as Acct., \$110. Reduced to \$3.50 per day taking off \$33; the balance, \$77, is recommended for payment.

Put before Minister when in Winnipeg.—A. D.

W. C. No. 269.—R. C. Thomas, 1 day teaming, \$8. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 305.—Matthew Howie, 30 bushels of potatoes, taken by Troops, \$60. Recommended for payment in full.

Referred to Department of the Interior.—A. P. C.

W. C. No. 306.—Major Walker, Commanding Home Guard, Alberta District, pay and allowances, \$550. Major Walker was a teamster and contractor, and as such received large sums from the Government. As the order from Major-General Strange for patrol duty only referred to a few days previous to the advance of the General Officer Commanding, and as pay is asked for up to a recent date, the claim cannot be recommended. Rejected.

Claim rejected.—A. P. C.

CALGARY; April 14th, 1885.

Major Walker, late N. W. M. Police, is in command of Home Guards. He will communicate with Capt. Jenkins on High River. Sergeant Christie, Military Colonization Ranch, and Mr. Goodsall, Pine Creek, for the arrangement of a system of patrols previous to advance of the Major General Commanding Field Force.

By order,

H. BLAND STRANGE,
Lt. A. M. R., Lt. Staff.

Certified True Copy,
T. B. STRANGE,
Major General, Commanding A. F. F.

W. C. No. 271.—Hudson's Bay Co., coal oil, \$10. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 264.—Captain Hamilton, office rent, etc., \$70. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 271½—G. C. King & Co., hat, coal oil, etc., \$12.35. The charge for hat, \$5.50, is disallowed; the balance, \$6.85, is recommended for payment.

Approved.—A. P. C.

W. C. No. 272.—F. J. Claxton, sacks for bread, \$7. This man furnished bread to the detachments, and should have looked after his sacks. Rejected.

Claim rejected.—A. P. C.

W. C. No. 273.—H. S. McLeod, board, etc., Mr. Hamilton, \$45. Mr. H. was a transport officer in receipt of pay, which covered subsistence. Rejected.

Claim rejected.—A. P. C.

W. C. No. 309.—Winnipeg and Western Transportation Co., conveying Winnipeg Light Infantry, \$1,817.50. The item 6 days, \$250 per day, \$1,500, is disallowed. In lieu thereof the ordinary fare is allowed from Fort Pitt to Battleford, viz.: \$8 1st class and \$4 2nd class, for 19 officers and 229 N. C. O. and men. (See memo. on claim), making a reduction of \$432. The balance, \$1,385.50, is recommended for payment. No demurrage can be allowed, as this is a large and remunerative sum for one trip, and should also cover transport of the horses.

Stand for present.—A. P. C.

FORT PITT, JULY 27th, 1885.

H. SWINFORD, Esq.,
Secretary and Treasurer,
Winnipeg and Western Transportation Co. Limited.

In consequence of telegraphic advices, I have to request that you will hold Steamer "Northcote" here, subject to my orders, for transportation of men, and stores to Battleford or elsewhere, in accordance with orders I am awaiting from the proper authorities.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding at Fort Pitt.

Captain Commanding Steamer "Northcote," please comply with request of Colonel Smith.

H. SWINFORD,
Secretary-Treasurer.

BATTLEFORD, August 1st, 1885.

Captain Commanding Steamer "Northcote."

DEAR SIR,

The services of the "Northcote," engaged at Fort Pitt to transport the Winnipeg Light Infantry from there here, will not be further required. The troops will disembark early to-morrow morning.

I desire to place on record here, and shall also transmit to the General Officer Commanding, my high appreciation of the care and attention which has been shown to my Regiment not only by yourself, but by the officers of your boat.

Faithfully,
W. OSBORNE SMITH, Lieut.-Col.,
Commanding Winnipeg Light Infantry.

W. C. No. 307.—F. F. Tims, transport of helmets, \$16.20. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 33.

WINNIPEG, 15th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 356.—Comptroller N. W. M. P., telegrams and letters.—M. & D. A.1910. This is not a claim. The Commission have made themselves acquainted with the contents, and now return the papers to Head-quarters.

W. C. No. 310.—Dr. W. S. Armstrong, McKay's Harbor, Port Arthur, Ont., for medical attendance on sick soldiers, \$216.—M. & D. A.2483. The Commission have no means of ascertaining the correctness of this claim. They believe some men were left there, but have no official report. It is respectfully suggested that the claim be submitted to the Surgeon-General.

W. C. No. 311.—Captain J. S. Dennis, D.L.S., Intelligence Corps, allowance for clothing, M. M. & D. A. 2467. They were organized as a special corps, and received high rate of pay, and are not entitled to anything more. Rejected

W. C. No. 357, consisting of 19 claims for compensation for horses injured, &c. : No. 1, Alex. Jaffray, \$135; No. 2, W. J. Connelly, \$500; No. 3, W. F. Gleason, \$185; No. 4, A. E. J. Percival, \$175—the laws of the country require glandered horses to be shot under any circumstances; No. 5, A. M. Robertson, \$250 for horse and \$65.25 for railway fare—all teams going to the front and returning have been covered by Requisition; if this man has a claim for railway fare it must be against the C. P. R. Co. No. 6, Patterson & Anderson, \$225; No. 7, Wm. McGregor, \$4; No. 8, Mrs. E. Ferris, \$200; No. 9, Wm. Scott, \$250; No. 10, J. Thompson, \$175; No. 11, J. Talbot, \$150; No. 12, Man. Cartage and Whg. Co., \$975; No. 13, M. Haverty, \$100; No. 14, Jos. Gagnier, \$175—already reported on 11th October. vide W. C. 283. No. 15, Morris Bros., \$200; No. 16, Roger Tuson, \$150; No. 17, L. F. Mathie, \$350; No. 18, Alex. Munro, \$40; No. 19, Jos. Delorgée, \$100. All rejected.

In considering the foregoing claims for injuries, &c., to horses, the Commission have acted on the principle that the teamsters have been sufficiently paid to cover all ordinary risks of service, and that, unless loss, disablement or death of horses resulted directly from any action of the Troops or Rebels, no compensation should be allowed; and, further, that where loss, disablement or death did result from the action of the Troops or Rebels the case could not be entertained without certificate of a proper Board of Enquiry and satisfactory proof.

Report approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 34.

WINNIPEG, 16th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 123.—Consisting of 28 accounts in connection with the Winnipeg Light Infantry.

Approved.—A. P. C., M. M. & D.

No. 1 (cancelled); No. 2, W. D. Creighton, rations, \$16.93. Recommended for payment in full.

I do not consider this claim admissible.

W. O. SMITH, Lieut.-Col.

No. 3, Sergeant Harvey, pay and rations allowance. Rejected. See remarks of Lt.-Col. Smith.

Claim not admissible.

This N. C. Officer clearly understood he was paid off on 16th July.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 4, Sergeant Acheson, rations allowance. Rejected. See remarks of Lt.-Col. Smith.

This leave was given by Major General Strange.
I never recommended nor would I recommend furloughs.

W. O. S., Lieut.-Col.

No. 5, Private F. J. Calvert, rations allowance. Rejected. On leave, and not entitled to rations.

I cannot recommend this claim.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 6, Major Thibaudeau, pay and allowances. Rejected. See remarks of Lt.-Col. Smith.

I cannot see any ground for this, Major Thibaudeau must apply for a board.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 7, Mrs. Wilson, dinners, \$10.50. Rejected. Rations were drawn at this time. See remarks of Lt.-Col. Smith.

Recommendation of Commission, approved.—A. P. C.

Rations were drawn by Captain McIntosh for 24th August, the account therefore cannot be recommended.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 8, Private H. Matthews, Orderly Room clerk. Rejected. See remarks of Lt.-Col. Smith.

Simply an acting appointment on detachment.
No pay can be recommended for the duty.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 9, Sergeant Outhwaite, Provost Sergeant at Fort Pitt, \$27.50. 25 cts. per day allowed; taking off \$22, the balance, \$5.50, recommended for payment.

Approved.—A. P. C.

No. 10, Private E. Moody, regimental baker, 22 days, \$22. 25 cts. per day allowed, taking off \$16.50; the balance, \$5.50, recommended for payment.

No. 11, Lance Sergeant Norris, working pay, \$27.50. 25 cts. per day allowed; taking off \$22; the balance, \$5.50, recommended for payment.

No. 12, W. McDonald, cartage, \$3, recommended for payment in full.

Approved.—A. P. C.

No. 13, Geo. P. Bliss, pay as Quartermaster Sergeant, 51 days. 31 days disallowed; payment recommended for 22 days at 90 cts., \$19.80.

Approved.—A. P. C.

No. 14, Wm. Welband, boots and shoes, etc., \$167.20 and \$162.10. This man has been paid already for 2 pairs of boots per man for this Regiment, and the extras are purely a regimental matter. Rejected.

No. 15, Samuel Aster, bugles and cord, \$34. Recommended for payment in full.

No. 17, A. McDermot, rent, \$55. Recommended for payment in full.

Approved.—A. P. C.

No. 18, Garrison pay for men. This is ordinary fatigue work. Rejected.

No. 19, Corporal Thompson, Quartermaster Sergeant, 18 days, \$5.40. No authority for appointment. Rejected.

Not allowable, appointment improperly made by officer commanding detachment.

W. O. S., Lieut.-Col.

No. 20, Captain McIntosh, freight, telegrams and stationery, \$30.35. \$10 for stationery disallowed; the balance, \$20.35, recommended for payment.

Approved.—A. P. C.

No. 21, Lieutenant D. Sutherland, for services. See remarks of Lieutenant-Colonel Smith. Rejected.

Approved.—A. P. C.

Captain Sutherland was unable to accompany his Company, and Captain Pelsworth was gazetted on 29th March. Two captains cannot draw for the same Company for the same period.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 22, Thompson & Co., medicine boxes, \$18. Recommended for payment in full.

No. 23, Mrs. Watson, caretaking, etc., \$49.75. Recommended for payment in full.

Approved.—A. P. C.

No. 24, Lieutenant-Colonel Smith, command pay, \$77.50 and \$190. The Commission know nothing of the rates of pay for this Command, and therefore respectfully suggest that the matter be submitted to the G. O. C.

No. 25, Captain Valancy, pants and ledger, \$6. See remarks on claim. Rejected.

Cannot authorize, it would at once be thrown out by the Department; you must charge the man.

W. O. S., Lieut.-Col.

Cannot authorize.

W. O. S., Lieut.-Col.

Should be paid for from stationery allowance.

W. O. S.

No. 26, F. J. Goulding, Acting Paymaster's clerk, \$42. See remarks on claim. Rejected.

Recommended for payment for work in winding up affairs of detachment ordered to Winnipeg by General Officer Commanding.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

No. 27, R. B. O'Donohue, \$40, Quartermaster's Department. See remarks. Rejected.

Recommended for payment for services rendered in connection with organization of the corps.

W. OSBORNE SMITH, Lieut.-Col.,
Commanding W. L. I.

Approved.—A. P. C.

No. 28, R. Vineberg, use of stoves, etc., \$27.25. \$15 struck off; the balance, \$12.25, recommended for payment.

Approved.—A. P. C.

No. 29, A. H. Pulford, rent of stove, \$2.50. Recommended for payment in full.

Approved.—A. P. C.

No. 30, American Hotel, board, etc., \$37.75. Recommended for payment in full.
 No. 31, Private Spiers, board and medical treatment, \$103. \$35 disallowed; the balance, \$68, for board, recommended for payment on production of vouchers from hotel-keeper and Captain of his Company.
Approved provided vouchers are produced and charges considered reasonable.—A. P. C.

No. 32, Alexander Kennedy, stationery, \$41. This regiment drew \$90 stationery allowance, and were also supplied through the H. B. Co. Rejected.

No. 33, William Wellband, boots and dobbin, \$15.60. Charge for boots, \$9.60, disallowed; the balance, \$6, recommended for payment.

No. 34, E. P. Leacock, for cleaning house, \$25. The Captain of the Company should pay this account and vouch for payment. Rejected.

Approved.—A. P. C.

No. 35, H. F. Prince, repairing musical instruments, \$8.50. This is a regimental matter. Rejected.

No. 36, Dominion Coal and Coke Co., \$6.50. Recommended for payment in full.

Approved.—A. P. C.

No. 37, McArthur & Maulson, trustees, lumber, \$38.51. Recommended for payment in full.

Approved.—A. P. C.

No. 38, J. G. Hargrave, wood, \$24. Recommended for payment in full.

Approved.—A. P. C.

No. 39, Major Lewis, telegrams, \$3.75. See remarks on claim. Rejected.

This claim is entirely unauthorized.

W. OSBORNE SMITH, Lieut.-Col.,
 Commanding W. L. I.

QUEBEC, August 28th, 1885.
 No. 40, J. J. Golden, rent of stoves, \$59.50. Recommended for payment in full.

Must specify what number of stoves.—A. P. C.

W. C. 359.—J. D. Stephens, Supply clerk, \$147. \$1 a day allowed in addition to regimental pay; taking off \$42; the balance, \$105, is recommended for payment.

Approved.—A. P. C.

W. C. No. 73.—Thos. Hourie, teaming 111 days, 2 teams, \$1,110. Recommended for payment in full.

These are too high—\$12 per diem stand.—A. P. C.

W. C. No. 360.—J. H. Harris, per H. S. Masterman, 20 head of cattle, \$2,493.12. Deducted for weight, \$413.12; the balance, \$2,080, recommended for payment.

Approved.—A. P. C.

W. C. 256.—Thos. Hourie, 53 days' pay, \$265. Already reported on, 9th October. The papers, signed by the G. O. C. and Lieutenant-Colonel Smith, being now produced, the claim is recommended for payment in full.

Put before Minister when in Winnipeg.—A. P. C.

W. C. No. 361.—Miller & Snell, supplies for B Battery, \$322.85. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 362.—Robt. Coleman, searching for lost horses, \$100; \$80 deducted. the balance, \$20, recommended in full for payment of services of all men employed.

How is it that civilians instead of soldiers were employed to make these searches? His original charge is monstrous; stand for present.

A. P. C.

W. C. No. 363.—J. J. Campbell, pony mail service, \$60. Recommended for payment in full.

W. C. No. 364.—F. P. McHugh, wood, \$36. Reduced 2 cords, taking off \$12; the balance, \$24, is recommended for payment.

Stand.—A. P. C.

W. C. No. 242.—Jas. Barton, night-watchman and cartage of potatoes, etc., \$117.50. Recommended for payment in full,

Approved.—A. P. C.

W. C. No. 358.—The Northwest Navigation Co., freight on 2 gun-wheels, \$17.12. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 357.—Great Northwest Telegraph Co., Winnipeg, \$12.55. Considered an unnecessary expense, but the Commission cannot do otherwise than recommend payment in full.

A. P. C.

W. C. No. 358.—Captain Rutherford, B Battery, horse shot in action at Cut Knife Hill, \$225. \$125 recommended, being full amount allowable under R. & O., Par. 1004.

Approved.—A. P. C.

W. C. No. 84.—Pay list Transport and Supply Office, Calgary, \$849. Reduced to \$3.50 per day; taking off \$187.50; the balance, \$661.50, is recommended for payment.

Stand.—Cannot authorize without further information.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 35.

WINNIPEG, 17th October, 1885.

WAR CLAIMS COMMISSION.
REPORT.

 For consideration of the Honorable the **MINISTER OF MILITIA AND DEFENCE.**

W. C. No. 368.—Chief Ermineskin, barley and potatoes, \$22.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 369.—John McKeown, carting, \$7.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 370.—F. Wright, Indian clerk, \$60. \$1 a day allowed in addition to ordinary pay; taking off \$36; the balance, \$24, is recommended for payment.

Approved.—A. P. C.

W. C. No. 371.—Fowler & Barwis, extra service as Couriers, \$10.50 each. This is a claim for a bonus, and as they have been receiving \$5 a day it is considered that they are not entitled to anything more; but the matter is respectfully submitted for the decision of the Minister.

Claim rejected.—A. P. C.

W. C. No. 372.—G. Browster, freighting, \$1,260. Recommended for payment in full. The charges are excessive, but in accordance with the agreement between Major-General Strange and the teamsters.

In case, stand.—A. P. C.

W. C. No. 373.—J. D. Warnocke, freighting, \$1,212. Recommended for payment in full, with same remarks as on previous claim regarding excessive charges.

Put before Minister in Winnipeg.—A. P. C.

W. C. No. 374.—McNeill Brothers, meals, 9th Battalion, \$18.50. Recommended for payment in full.

Stand.—A. P. C.

W. C. No. 200.—M. & D. A. 2513.—Staff Sergeant Brown, extra pay, \$108.40. This claim was included in the report on 3rd October.

Approved.—A. P. C.

W. C. No. 366.—H. R. Halpin, services as guide, \$26. This man appears to have been one of the prisoners whom the troops were sent up to release. He ought to be thankful instead of making such a claim. Rejected.

Claim rejected.—A. P. C.

W. C. No. 375.—Wm. R. Sinclair, transport of Winnipeg Light Infantry, Battle-

ford to Swift Current, \$5,500. Deducted for number of days overcharged, \$1,490 ; the balance, \$4,010, is recommended for payment.

Approved if charges are not too high. \$12 per diem inadmissible.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member,

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 36.

WINNIPEG, 17th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 377.—Hudson's Bay Co., statement No. 9, vouchers 1 to 14. In submitting this statement, the Commission attach copy of a letter sent to the Commissioner of the Hudson's Bay Co., on 2nd May last, by Lt.-Col. Jackson, relating to payments, and would call particular attention to rates of pay given to the different parties whose names appear on the respective Pay lists. As these payments have been made on the authority of W. R. Bell, for S. L. Bedson, the matter is submitted respectfully for consideration of the Honorable the Minister of Militia and Defence.

BRIGADE OFFICE,
WINNIPEG, 2nd May, '85.

W. WRIGLEY, Chief Commissioner H. B. Company,
Winnipeg.

SIR,

The necessary arrangements having been made by the Department of Militia and Defence for the payment of the troops now on service in the North West Territories, it is requested that no further advances may be made by the H. B. Company or its agents on account of pay for the above service.

I have the honor to be, Sir,

Your obedient servant,

W. H. JACKSON, Lt.-Col.,
Act. D. A. G.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 37.

WINNIPEG, 19th October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims having been previously reported on, it is now respectfully suggested that they be referred to the respective Departments as noted, viz.:

W. C. No. 39.—M. & D. A.2434.—N. Chevrier for B. B. Larivière, \$60.50.

W. C. No. 56.—M. & D. A.2442.—R. W. Dulmage, \$40.

W. C. No. 78.—M. & D. A.2445.—Cummings, \$25.

W. C. No. 89.—M. & D. A.2445.—Thos. Lee, \$200.

W. C. No. 101.—M. & D. A.2446.—Leo Gaetz. All the above to the Department of the Interior.

W. C. No. 75.—M. & D. A.2445.—Leo Gaetz, \$12; to Surgeon-Gen'l. Bergin.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 38.

WINNIPEG, 20th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 378.—M. & D. A.2536.—Captain Oswald, Steele's Scouts, pay and compensation to Troopers Fisk and West. A full report on Trooper Fisk's case was made under date of 23rd September. W. C. No. 114.—And in the case of Trooper West a supplementary report was made under date of 13th October, recommending \$100 for loss of horse; it is now recommended that he be paid, in addition, \$1 a day (the same as Fisk), while invalided, in accordance with R. & O. As Captain Oswald asked for \$2.50 a day for each of these two Troopers, which is in excess of the amount authorized by R. & O., the matter is respectfully submitted for the decision of the Minister—\$1 a day being (in Calgary) only sufficient to cover board.

Pay only one dollar per day as recommended.—A. P. C., M. M. & D.

W. C. No. 378.—M. & D. A.2538.—Captain Oswald, compensation to Steele's Scouts for loss of clothing. The Commission are unable to express an opinion on this claim pending the receipt of the Record of Proceedings of the Board of Enquiry, which appears to have been forwarded to the Department.

W. C. No. 378.—M. & D. A.2539.—Captain Oswald, compensation due Steele's Scouts for horses injured, etc. The Commission have already reported on a number of such claims, and unless names of Troopers are given it is impossible to know whether or not the cases referred to in this docket were included in previous reports.

W. C. No. 378.—M. & D. A.2540.—Captain Oswald, pay due to Steele's Scouts. These matters have been already reported on, and action, as ordered by the Minister, is now being carried out.

Off.—A. P. C.

W. C. No. 379.—Martin Kelly, Teamster, horses lost, etc., \$710. The Teamsters were sufficiently paid to cover all ordinary risks of service. Rejected.

Claim rejected.—A. P. C.

W. C. No. 288.—J. Rose, per Thomas Kelly, teaming, 32 days at \$5, \$160. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 39.

WINNIPEG, 21st October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 384.—Dr. Rolph, medical attendance, "A" Battery, \$228.42. Recommended for payment in full.

Referred to Dr. Bergin.—A. P. C.

W. C. No. 382.—M. & D. A. 2535.—John R. Costigan, sundry accounts of Teamsters on Convoy No. 8, between Calgary and Edmonton. See letter of Mr. McGibbon, attached, explaining conditions of engagements. Under the circumstances, payment cannot be recommended. Rejected.

Stand—A. P. C.

BRIGADE OFFICE,
WINNIPEG, Nov. 30th, 188

Hon. Sir. A. P. CARON,
Minister of Militia and Defence,
Ottawa.

SIR,

I have the honor to acknowledge receipt of your favor of the 26th inst.

I reported fully to the Commission on the 19th October on Costigan's claim, and I quote the concluding paragraph of my report.

"I consider they (teamsters Convoy No. 8) have all been paid what was promised them and which was well understood, and as a proof of this, more than half of the Convoy, especially the half-breeds, never made any remonstrance, but accepted their vouchers without any difficulty, knowing perfectly well that they had only carried out their part of the bargain."

I engaged most of the men myself, and Mr. Ellis the balance, but no such pledge was given as Mr. Costigan indicates, and I am pretty certain Mr. Ellis will give no such declaration, and if he does give Mr. Costigan one, he had no authority to make any such bargain.

The thing is absurd, on the face of it, as I was most anxious that our orders be strictly carried out to prevent delays and goods from being stolen on the way.

I enclosed you a letter received at the time, that Mr. Costigan was himself to blame for delay getting away from Edmonton, by him and some of the teamsters getting drunk.

These are the very men now claiming extra time which they were guilty of causing themselves. I consider Mr. Costigan has no just claim and it should be rejected.

I have the honor to be, Sir,
Your obedient servant,

ALEX. MCGIBBON, T. & S. O.

EDMONTON, 19th June, '85

T. & S. Officer
McGibbon,
Calgary.

SIR,

I would call your earnest attention to the irregular manner in which Costigan brought in his train.

It was impossible to check the contents of each waggon as started from Calgary as the loads had all been altered en route, so a receipt in aggregate was given. I would also point out to you that he only handed in 170 lbs oats at this place.

The contents of each waggon were carefully noted on arrival here and the whole added up.

The day he arrived he allowed a number of his teamsters to leave their work and get drunk. He himself was under the influence of liquor, and considerable delay and trouble was incurred in getting him and his train started to Calgary.

I would recommend him to be discharged and a strict enquiry made as to the conduct of the teamsters en route as there is good reason to believe that great waste and wilful damage has been done to the stores on the way.

I have the honor to be, Sir,

Your obedient servant,

H. HAMILTON, T. & S. Officer.

J. A. OUMET, Lt.-Col.,

Commanding Edmonton District.

W. C. No. 383.—M. & D. A. 2337.—Captain J. V. Dupuis, 9th Battalion. Letter of explanation regarding cause of delay in transport at Red Deer River. This docket not being required for further reference is returned to the Department.

To SIR A. P. CARON,
Minister of Militia,
Ottawa, Ont.

SIR,

At the request of Mr. John R. Costigan, Supply Officer, in an expedition from Calgary to Edmonton, in which I had the command of the military escort, I make it a duty to inform you, that the delay which occurred in the convoy to Red Deer was uncontrollable.

The first cause of our delay was the excessive height of the water; and at the place where we had to cross, the strong current made the metallic cable of the raft to break twice, which cable connected the two shores. It was only after many days of hard work that the cable could be repaired and the trip continued.

The whole was made under my knowledge and under my personal orders; Mr. Costigan, therefore, must not be held responsible for said delay.

With the assurance of my distinguished consideration.

CAPTAIN J. V. DUPUIS,

9th Battalion, Voltigeurs.

W. C. No. 94.—M. & D. A. 2445.—E. H. Coté, cleaning arms, \$75. Reported on 21st September. This claim has been paid through the H. B. Co. On further inquiry from Mr. McGibbon, supply officer, who was at Calgary at the time, it is ascertained that these arms were issued to teamsters and returned by them in very bad condition. In order to save them from ruin it was necessary that this cleaning should be done, consequently it is a fair charge against the Government. When this claim was previously reported on, the Commission were under the impression that the arms cleaned belonged to the 9th Battalion.

Stand.—Put before me in Winnipeg.—A. P. C.

W. C. No. 28.—M. & D. A. M. 2258.—Rocky Mountain Rangers, 6 claims for horses lost and injured. Those claims were considered as to their bearing on the special agreement of organization:

No. 1, Trooper McNaught, horse lost, \$60. Recommended for payment in full.

No. 2, Trooper McNaught, horse injured, \$60. Rejected; not coming under clause 11.

No. 3, Trooper Robson, horse lost, \$60. Recommended for payment in full.

No. 4, Trooper Wheatley, horse injured, \$65. Rejected; not covered by clause 11.

No. 5, Trooper Dawson, horse injured, \$60. Rejected; not covered by clause 11.

No. 6, Trooper Mercier, horse lost, \$65. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

REPORT No. 40.

WINNIPEG, 22nd October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 308.—John Stewart, transport service. 4 accounts: No. 1, \$80; No. 2, \$480; No. 3, \$660.45; No. 4, \$20,406.75,—in all \$21,627.20.

Amount deducted already paid on account \$7,791.28, leaving a balance due of \$13,135.92, which is assigned to McArthur, Boyle & Campbell, of Winnipeg, the rates charged being according to contract; the balance due is recommended for payment.

In abeyance.—A. P. C.

W. C. No. 31.—D. Kilpatrick, damage to horses, harness and waggon, \$844.—According to statement of Mr. Arnitt (who was Transport Officer under Lieutenant-Colonel Otter on the Battleford Trail) this man utilized the harness on other horses and also a portion of the waggon; the horses were returned to him, and he was paid the contract price through the H. B. Company. Mr. Arnitt also states that one of these horses belonged to him. Rejected.

Approved.—A. P. C.

W. C. No. 385.—M. M. & D. A. 2,145.—Staff-Sergeant Potts, pay for services in supply office. The letter of Lt.-Col. Whitehead attached appears to cover the case; nothing further can be recommended. Rejected.

Approved.—A. P. C.

CHIEF COMMISSARIAT OFFICE,
WINNIPEG, 10th August, 1885.

The Hon. A. P. CAROQ,
Minister of Militia and Defence,

Ottawa.

SIR,

I have the honor to acknowledge the receipt of your communication with letter from Staff-Sergeant Potts. In reply I beg to state for your information, that Staff-Sergeant Potts was appointed at Ottawa to act as Lt.-Col. Lamontagne's supply sergeant in the North West. After that officer's departure, he was retained in this office as orderly. With reference to pay and allowances I would state that his pay was increased by authority from 90c. to \$1 per diem and 40c. allowance per diem "in lieu" of subsistence; an allowance was also made in money "in lieu" of new clothing. On being relieved from duty here, five days' pay and allowance was given him, so, altogether, I do not think Sergeant Potts has any just cause of complaint.

I have the honor to be, sir,

Your obedient servant,

E. A. WHITEHEAD, Lt.-Col.,
Ct. & S. Officer.

W. C. No. 386.—M. M. & D. A. 2,201.—Rev. J. P. Sargent pay as Chaplain No. 2 Field Hospital, \$205.86. This appointment may have been irregular, but, as there was no other chaplain in the neighborhood, and as he performed the duty in good faith, he should be remunerated; \$150 is, therefore, recommended in full for his services.

Approved.—A. P. C.

W. C. No. 390.—M. & D. A. 2,430.—Battleford Rifle Company, allowance in lieu of kit, \$15 per man. As a special case this is recommended for payment in full, on production of the pay list signed by the men.

Approved.—A. P. C.

W. C. No. 391.—M. & D. A. 2,541.—Major Stewart Mulvey, personal expenses of self and man \$36. Lt.-Col. Jackson did not refuse to pay this when previously presented to him by Major Mulvey, as stated in letter attached, but said it would be referred to the Commission. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 393.—Manitoba Penitentiary, \$87. \$48 for field glasses is disallowed; officers should furnish their own field glasses, and the officers who took these should be applied to for payment; the balance, \$39, for buffalo robes, is recommended for payment.

Approved.—A. P. C.

W. C. No. 395.—Lt.-Col. A. Fraser, field and subsistence allowance, \$374. Although the instructions limit the pay of this officer to pay of rank, \$4.87 per day, as other officers have been allowed \$1 per day for subsistence, in addition to field allowance, this claim is recommended for the favorable consideration of the Minister.

Claim refused.—A. P. C.

W. C. No. 396.—A. McDonald, grocery supplies, Battleford Field Hospital, \$148.81. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 41.

WINNIPEG, 24th October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims, previously reported on, are now returned with the recommendation that they be referred to the Department of the Interior for settlement; viz:

A. P. C.

W. C. No. 33.—M. M. & D. A. 2,471.—C. King, damage to crop, \$19.

W. C. No. 180.—M. M. & D. A. 2,496.—Mrs. M. Guthrie, damage to property, \$261.

W. C. No. 181.—M. M. & D.—R. McLellan, Red Deer, damage to property, \$1,645.75.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 42.

WINNIPEG, 24th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 405.—Lieutenant Wadmore, "C" School of Infantry, pay as Captain, \$203.30. This claim is respectfully submitted for consideration of the Minister.

Stand.—A. P. C.

W. C. No. 52.—A. Chisholm, \$124 and D. Taylor, \$124, teams for drawing water, Battleford M. M. & D. A. 2426. Reported on 18th September. Having since learnt from Lieutenant-Colonel Otter that these men did not draw rations or forage, and as there appears to have been stores to move of which the Commission were not previously aware, these claims are now recommended for payment in full.

Approved.—A. P. C.

W. C. No. 406.—Wm. Childs for 2 roan horses, \$400. Recommended for payment in full. The Merchants Bank, Winnipeg, to be notified when payment approved.

Approved.—A. P. C.

W. C. No. 407.—Captain R. L. Tupper (W. L. Infantry), pay as Acting Supply and Transport Officer, \$147. Deducted amount already received by him as Quarter Master, \$107.10, the balance, \$39.90, is recommended for payment. See copies of orders attached to claim.

Approved.—A. P. C.

WINNIPEG, 17th October, 1885.

Lt.-Col. W. O. SMITH, C. M. G.
Commanding W. L. I.,
Winnipeg.

SIR,

I have the honor to enclose you pay list for services rendered as Acting Supply Officer during the time I was at Pitt under your command, when, beyond having charge of the whole of the supplies left there, I had to superintend the distribution of daily rations to the captured Indians and to look after the whole of the horses and cattle taken from them, as well as those belonging to the Government, also to supply the Mounted Police and Telegraph Detachment at Straubenzie, and also look after the ferry and boats at Fort Pitt.

I am, sir,

Your obedient servant,

R. LATOCHE TUPPER,
Acting Supply Officer.

Forwarded and recommended.—Captain LaTouche Tupper, in addition to other duties a Supply Officer, superintended the distribution of provisions to nearly eight hundred captured Indians, and took charge of all captured animals.

W. OSBORNE SMITH, Lt.-Col.,
Commanding W. L. I.

Extract from Divisional Orders of Major General Commanding Camp.

(Dated) FORT PITT, 1st July, 1885.

No. 1.

A Board of Officers, composed of Lt.-Col. Grasett, Royal Grenadiers, President, and one Captain to be named by Major General Strange and one Captain to be named by Lt.-Col. Straubenzie, members, will assemble to-morrow at the supply store at such hour as the President may name, for the purpose of inspecting and reporting upon the quantity and quality of the supplies now in charge of the Commissariat Officer at Fort Pitt, noting especially those that are damaged and unfit for use.

Mr. Anderson, the Commissariat Officer, will attend the meeting of this Board and give all necessary information.

✓ Lt.-Col. Osborne Smith, C. M. G., W. L. I., will appoint an officer to take over those supplies for the use of the Troops to be left at Fort Pitt.

The proceedings will be sent to the Assistant Adjutant General for the information of the Major General Commanding.

Memo.—In accordance with above-quoted order by Major General Middleton Commanding North W. F. F., I appointed Captain LaTouche Tupper as Acting Supply Officer for the Force left under my command at Fort Pitt "N. W. Territories."

Certified a true extract.

V. CONSTANTINE,
Captain and Adjutant,
W. L. I.

W. C. No. 387.—M. M. & D. A. 2212.—Private John O. Thorne, Q.O.R. transport express Battleford to Swift Current, \$30. No requisition was issued to this man. See remarks of Lieutenant Colonel Otter. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 367.—Consisting of several claims for losses caused by raid of Pound-Maker's Indians. Lieutenant-Colonel Otter, commanding column, gave some information regarding these claims, and Mr. E. W. Arnitt (Transport Officer in same column) stated very positively his belief that all the horses, harness and waggons, captured by the Indians were afterwards given up; but he did not think that the teamsters' effects were recovered. On this information the Commission have based their decisions. All cash lost is allowed for in full; effects claimed for, being second-hand, are reduced to what is considered a fair valuation, as follows, viz:

Referred to Department Interior.—A. P. C.

No. 1.—D. H. Cherry, horse, harness and waggon, \$320. Rejected. B. Bennet, effects lost, \$50. No claim made for these effects.

No. 3.—George Marler, \$223. Waggon and harness disallowed, and 50 p. c. taken off effects; deduction \$181.50, the balance \$41.50, is recommended for payment.

No. 5.—Malcolm McRae, \$147. Waggon and horses disallowed, and 50 p. c. off effects; deduction \$126, the balance, \$21, is recommended for payment.

No. 7.—J. R. Gowler, \$331.50. Horse, harness and waggon disallowed, and 50 p. c. off effects; deducting \$323.25, the balance, \$8.25, is recommended for payment.

No. 8.—Thomas Minard, per Medard Bouluis, \$264. Horse and harness disallowed, and 50 p. c. off effects; deducting \$252, the balance, \$12, is recommended for payment.

No. 9.—Charles Ffolliott, blankets, \$12.50 p. c. off, \$6, the balance, \$6, is recommended for payment.

No. 10.—John W. Shera, \$65. Oven disallowed, and 50 p. c. off effects; deducting \$39.50, the balance, \$25.50, is recommended for payment.

No. 11.—John McConnell, oven and waggon, \$25. Rejected. Andrew W. Freeborn, cash and effects, \$41.15; deducted \$17.57, the balance, \$23.58, is recommended for payment.

No. 12.—D. Vigeant, \$162.85. Horse and harness disallowed, and 50 p. c. off effects; deducting \$140.67, the balance, \$22.18, is recommended for payment.

No. 13.—F. L. Cox, effects, \$61.60; 50 p. c. off, \$30.80, the balance, \$30.80, is recommended for payment.

No. 14.—Geo. F. Motion, \$103.75. Oxen disallowed, and 50 p. c. off effects; deducting \$70.25, the balance, \$33.50, is recommended for payment.

No. 15.—H. H. Corelli, \$94. Damage to horses disallowed, and 50 p. c. off effects; deducting \$72, the balance, \$22, is recommended for payment. J. Holland, effects, \$32.50, 50 p. c. off \$41.25; the balance, \$41.25, is recommended for payment.

No. 16.—G. Broder, \$147.50. Horse disallowed and 50 p. c. off effects; deducting \$117.75, the balance, \$29.75, is recommended for payment.

No. 17.—J. G. Petty, \$39.85. Waggon gear disallowed, and 50 p. c. off effects; deducting \$22.42, the balance, \$17.43, is recommended for payment.

No. 18.—Charles Sheriff, effects, \$53.90. 50 p. c. off, \$26.95, the balance, \$26.95, is recommended for payment.

No. 19.—W. Parkin, \$175.55. Oxen and waggon gear disallowed, and 50 p. c. off effects; deducting \$135.37, the balance, \$40.18, is recommended for payment.

No. 20.—T. G. Coovey, \$68.20. Oxen disallowed, and 50 p. c. off effects, deducting \$34.60, the balance, \$33.60, is recommended for payment.

No. 21.—Neil Brodie, \$49.90, cash and effects. 50 p. c. off effects, \$7.62, the balance, \$42.28, is recommended for payment.

No. 22.—W. F. Fish \$83. Waggon gear disallowed, and 50 p. c. off effects; deducting \$41, the balance, \$39, is recommended for payment.

No. 23.—G. W. A. McNeice, cash and effects, \$52.35. 50 p. c. off effects \$21.92, the balance, \$30.43, is recommended for payment.

No. 24.—Wm. McKone, \$82. Oxen disallowed, and 50 p. c. off effects; deducting \$66, the balance, \$16, is recommended for payment.

No. 25.—D. McLean, \$68.50. Oxen disallowed, and 50 p. c. off effects; deducting \$34.25, the balance, \$34.25, is recommended for payment.

No. 26.—F. Westaway, cash and effects, \$55. 50 p. c. off effects, \$22.50, the balance, \$32.50, is recommended for payment.

No. 27.—Z. H. Barnes, \$59.35. Oxen disallowed, and 50 p. c. off effects; deducting \$42.17, the balance, \$17.18, is recommended for payment.

No. 28.—T. J. McNeice, \$173.20. Oxen disallowed, and 50 p. c. off effects; deducting \$120.10, the balance, \$43.10, is recommended for payment.

No. 30.—T. E. Hind, per F. F. Forbes, cash and effects \$93.50. 50 p. c. off effects, \$38.25, the balance, \$55.25, is recommended for payment.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt. Col.,
Member.

W. H. FORREST, Lt. Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 43.

WINNIPEG, 24th October, 1885.

WAR CLAIMS COMMISSION. SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims, previously reported on, are now returned with explanations asked for, viz.:

W. C. No. 189.—Major G. W. Street, extra pay, \$258. Amount recommended \$128. Major S. was Orderly Officer to Lt.-Col. Houghton, D. A. G. No. 10, on active service with General Middleton's Column.

Approved.—A. P. C.

W. C. No. 151.—W. Eddles, \$22. Recommended in full. Was extra shipping clerk at Fort Qu'Appelle, appointed by authority of General Middleton, through S. L. Bedson.

Approved.—A. P. C.

W. C. No. 190.—John B. Milliken, \$11. Recommended in full for saddlery supplied Winnipeg Field Batt'y, as per certificates of Lt.-Col. Houghton and Major Jarvis on claim.

Approved.—A. P. C.

W. C. No. 184.—Thos. Richardson, \$245. 40. Recommended in full. Was appointed by General Middleton through Captain Swinford, and his services were actually required at Qu'Appelle and Moosejaw as depot clerk.

Approved.—A. P. C.

W. C. No. 185.—John Hart, \$212.50. Amount recommended \$127.50. Was appointed by General Middleton as depot clerk at Qu'Appelle.

Approved.—A. P. C.

W. C. No. 186.—A. C. McNab \$144.10. Recommended in full, was also appointed by General Middleton, as depot clerk at Qu'Appelle.

Approved.—A. P. C.

W. C. No. 216.—N. H. Jackson & Co., M. M. and D. A. 2534, \$348.85. Amount recommended \$261.64. For medical supplies 91st Battalion. Medicines had not arrived when these troops were ordered to the front the purchase was approved by the Deputy Surgeon-General, and it is considered that the firm are entitled to payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 44.

WINNIPEG, 26th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 392.—M. M. & D. A. 2418.—M. A. Feneran, pay for special duty, \$109. See explanation in full of Lt.-Col. Jackson, attached to claim. Rejected.

Memo.—M. A. Feneran was employed by the Superintendent of Stores at Winnipeg as storeman. He presented to Lt.-Col. Jackson what purported to be a message from General Middleton directing him to proceed to the front. Losing him as storeman caused much inconvenience to Lt.-Col. Peebles.

At Fenerau's earnest request he was sent forward under Captain Howard with the gatling guns. On reaching the front Major Jarvis refused to take him on the strength of the Winnipeg Battery, although he claimed to be a member. On his return he was paid fifty cents per day, for 25 days, he would appear to be entitled to five days more pay, to cover journey reaching the front, as reported by telegram to the Deputy Minister, July 28th. 1885.

Mr. Holt, Secretary of Commission, thinks the money was paid at Ottawa. Fenerau has not returned the following stores issued to him, viz. :

Artillery Serge Tunic.....	one
“ Cloth Trowsers.....	one
“ Forage Cap.....	one
“ Great Coat.....	one
Blankets.....	two
Rubber Sheet.....	one
Revolver (Colt's).....	one
Ammunition (Rounds).....	50

W. H. JACKSON, Lt.-Col., D.A.G.,
P. S. & P.O.

WINNIPEG, 24th October, 1885.

Approved.—A. P. C.

W. C. No. 415.—W. Cameron, stabling at Qu'Appelle, \$300. After having consulted Captain Swinford it is considered that \$20 per month is ample remuneration. \$220 is therefore deducted, and the balance, \$80, recommended for payment.

Approved.—A. P. C.

W. C. No. 394.—R. J. Malloy, Clarke's Crossing, rent of store-house, wire cable, boat, board, etc., \$620.75. According to Lt.-Col. William's certificate attached and Captain Hadson's report, items are struck out with which Mr. Molloy has nothing to do, and which the Commission are of opinion have been paid to other persons, amounting to \$595.75, the balance (for hire and loss of boat), \$25, is recommended for payment.

Approved.—A. P. C.

STRATHROY, Ont., 16th October, 1885.

Lieut.-Col. JACKSON, D.A.G., P. S. and T. Officer,
Winnipeg, Manitoba.

SIR,

Referring to the enclosed account of R. J. Molloy, Clarke's Crossing, N. W. T., I have the honor to report, for your information, as follows :

The only item of this account to which I can certify is the one under date 25th June. Hire and loss of small boat, \$25, for which Lieut.-Col. Williams, 7th Fusiliers, gave Mr. Molloy a certificate in my presence.

I cannot understand by what authority Mr. Molloy makes a claim against the Government on behalf of Mr. Lake, for rent of store, scow, etc., as Mr. Lake forwarded me a claim some time ago which more than covers the items he, Molloy, has charged.

Mr. Dickson, the Government Agent at Saskatoon, will, I have no doubt, send in a charge for the use of the Saskatoon Colony cable and scow, and for these items I also fail to see by what authority Mr. Molloy makes his charge.

The charges made for "boarding operators," men and horses repairing telegraph line, I know nothing about, as I was not at Clarke's Crossing on the date these charges were made; possibly Mr. Bedson may be able to give you the necessary information. I would have replied to your memorandum before, but was waiting to see Lieut.-Col. Williams before doing so.

I have the honor to be, sir,

Your obedient servant,

WM. HUDSON, Capt. R. L.,
Late Supply Officer,
Clarke's Crossing, N. W. T.

W. C. No. 416.—Henry King, compensation for 2 glandered horses shot \$255. Up to the time these horses were destroyed a period of three months had elapsed.

since they left the Government's service; in any case the teamsters were sufficiently paid to cover all ordinary risks of service; and the laws of the country require that glandered horses be destroyed under any circumstances. Rejected.

Approved.—A. P. C.

W. C. No. 417.—Collingwood Lake Superior Line (Canada Transit Company) demurrage \$2136. Lt.-Col. Whitehead (Chief of the Transport and Subsistence Department N. W. F. F.) remarks on claim that the Steamship "Campana" did not arrive at Port Arthur on Sunday, 19th July, as arranged, consequently he had to order Lt.-Col. O'Brien's Regiment (the York and Simcoe) to embark on the C.P.R. boat and sail for Collingwood. The claim is therefore rejected.

Approved.—A. P. C.

W. C. No. 398.—G. A. Kerr, removing dead bodies from Saskatoon and Fish Creek to Railway Line, \$168. This service had been approved of by the Minister. Recommended for payment in full.

W. C. No. 399.—Roberts & Sinclair, cab hire for sick soldiers, \$6. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 400.—Thomas Dewan, Battleford, mail service \$60. Having heard Lt.-Col. Otter's explanation this is recommended for payment in full.

Approved.—A. P. C.

W. C. No. 401.—A. McDonald, potatoes for "C" School Infantry Corps \$115.88. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 404.—M. M. & D. A. 1757.—W. L. Wood, for colored spectacles, \$41.67, and C. D. Daniel & Company for drugs, \$312.96, for Lt.-Col. Otter's command. According to certificate of Lt.-Col. Otter, now attached to claims, the articles in question were received. He also states that they were absolutely required for the men at the time. The claims are therefore recommended for payment in full.

Approved.—A. P. C.

W. C. No. 403.—W. F. Harris, telegraph service at Battleford, \$165. Reduced to \$2 per day; taking off \$33, the balance, \$132, is recommended for payment.

Approved.—A. P. C.

W. C. No. 414.—T. P. McHugh, hire of four-horse team \$1020. According to report of Mr. McGibbon, Supply Officer at Calgary, attached to claim, this team never entered the Government service. Rejected.

See Supplementary Report of 24th Feb. 1886.

W. C. No. 251.—Morris Sullivan, proprietor McLeod Ferry, ferriage troops, \$154. Reduced to prices charged by F. F. Tims at Saskatchewan Landing; taking off \$83.75, the balance, \$70.25, is recommended for payment.

Approved.—A. P. C.

W. C. No. 410.—F. F. Tims, ferrage, \$75.20. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 45.

WINNIPEG, 27th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 422.—M. M. & D. A. 2,576.—Captain H. Swinford, principal Commissariat Officer N. W. F. F. at Troy, for hotel allowance, 23rd March to 13th July 113 days at \$3.50=\$395.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 418.—J. R. Cameron & Co., patrol-jacket for Sergeant-Major Lawlor (W. L. Inf'y), \$15; this is purely a regimental matter. Rejected.

Approved.—A. P. C.

W. C. No. 421.—John Lineham. 7 accounts: No 1, \$612; No. 2, \$1,820; No. 3, \$3,232; No. 4, \$828; No. 5, \$360,—amounting to \$6,852 for transport service from Calgary south and north. Recommended for payment in full; No. 6, account for pay as waggon-master, \$452. Rate of pay reduced to \$3.50 per day; taking off \$56.50, the balance, \$395.50, is recommended for payment; No. 7, account for horse of J. McInnis, disabled, \$50. Rejected. Teamsters were sufficiently paid to cover all ordinary risks, and wear and tear of service. Regarding these accounts see letter of Mr. McGibbon with remarks thereon of Major-General Strange attached to claim.

Approved.—A. P. C.

W. C. No. 423.—J. McGuire, transport service from Calgary, moving north, \$5,125.50. Recommended for payment in full. See remarks of Mr. McGibbon on claim.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 46.

WINNIPEG, 28th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 427.—J. H. E. Secretan, pay, etc., as Assistant Chief Transport Officer N. W. F. F., for month of September, at \$8.50 per day, \$255. Mr. S. was not in Government employ during September, and was well paid for past services. Rejected.

Approved.—A. P. C.

W. C. No. 424.—L. P. W. DesBrisay, 16 days' service at Calgary at \$4 per day, \$64. Having heard the explanation of Mr. McGibbon, Supply Officer at Calgary, it is considered there was nothing to do there at the time necessitating his employment. Rejected.

Approved.—A. P. C.

W. C. No. 412.—Leeson & Scott, conveying Mr. Hall and man, baggage and stores, Clarke's Crossing and Humboldt to Troy, \$112. Freight charges on baggage and stores reduced 50 per cent, taking off \$31; the balance, \$81, is recommended for payment.

Approved.—A. P. C.

W. C. No. 411.—O. F. Hughes & Company, agents for Leeson & Scott, freight charges on stores for "B" Battery, Prince Albert, \$99.50. Reduced 50 per cent., taking off \$49.75; the balance, \$49.75 is recommended for payment.

Approved.—A. P. C.

W. C. No. 26.—M. M. & D. A. 2215.—Account No. 16, W. Black, Agent Royal Mail Line, MacLeod, express charges, etc., on stores for Rocky Mountain Rangers, \$192.35. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 425.—C. H. MacClurcan, of Boulton's Scouts, invalided, railway expenses and hospital charges at Winnipeg, \$141.40. Hospital charges reduced to rates for soldiers' accommodation, \$1.50 a day, taking off \$41; the balance, \$100.40 is recommended for payment.

Approved.—A. P. C.

W. C. No. 428.—Cummings & Company for Samuel Denison, recovering horse lost from "A" Battery, \$25. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 47.

WINNIPEG, 28th October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims previously reported on are now returned with the recommendation that they be referred to the Department of the Interior for settlement, viz:

W. C. No. 32.—M. M. & D. A. 2252.—Leon Agranovitch, compensation for loss sustained by raid of Indians on his property.

A. P. C.

W. C. No. 68.—M. M. & D. A. 2532.—J. G. Baker & Company, for saddlery supplied N. W. Mounted Police, \$52.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 48.

WINNIPEG, 30th October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 312.—M. M. & D. A. 2480.—Report of a Board of Survey appointed at Fort Pitt, N. W. T., by Lt.-Col. Osborne Smith, C. M. G., Commanding W. L. Infantry, to examine and report upon canned meat at that station.

In addition to the sworn testimony of Mr. B. Gordon attached (to which special attention is called) the Commissioners have made personal enquiry as to the liability of such meat to deteriorate by exposure, and find that it is not uncommon when exposed to sun or other considerable heat, for a certain percentage to become damaged, or slightly damaged, next the cans: if this outer surface is carefully removed the other parts do not often appear affected; but, if the outer surface is mixed up with the whole contents, in cooking, or otherwise, it would not be palatable, and probably not wholesome. Armour & Company and Plankington & Armour (the same people, but in different cities) have a high reputation as manufacturers of these goods, which appear to demand a higher price than those produced by other manufacturers.

In the early part of April last rumors were in circulation as to the dangerous quality of these meats. After a consultation between the Commissioner of the H. B. Company and Lt.-Col. Jackson, D. A. G., Principal Supply Officer, it was decided to have samples examined by J. Edward Wright, jun., public analyst, Inland Revenue Department, at Winnipeg, (copy of report attached). The Commission are therefore of opinion that great precaution was exercised in the selection before forwarding; that the meats reported upon by the Board on 18th July were bad there appears to be no doubt; but, as the stores had been transported, first many hundred miles by rail, then many hundred miles by waggon, and probably exposed

to the sun for weeks or months, and as this is the only apparent complaint from the whole force, the case appears exceptional, and ought not to reflect upon the Manufacturers or Contractors.

Thursday, 29th October, 1885.

RE CANNED MEAT SUPPLIED TO TROOPS.

W. C. No. 312.—M. M. & D.; A. 2480.

Deposition under oath of Mr. B. Gordon, Manager Grocery Department of the Hudson's Bay Co., Winnipeg.

I went to the United States to purchase, and all over Eastern Canada to different canning establishments. I consider Plankington & Armour and Armour & Co. superior to any others. We could have bought other brands of corned beef from five to fifteen cents per dozen less than paid to Armour & Co. or Plankington & Armour.

I have handled these goods for six or eight years in this country, and never had a complaint about them before.

I have seen cans that have been exposed to the sun for some time tainted on the outside. There is a quantity of the same goods purchased at the same time now in store here. Mr. Buchanan with some gentlemen, I think representing the Winnipeg Light Infantry, had a can opened in the store about the end of August, and took it, it being in good order; of course it is liable to become bad by exposure to sun or great heat of any kind for a length of time. I think goods of this brand are the best that can be got in the market.

B. GORDON, Manager Grocery Department,
Hudson's Bay Company.

LABORATORY INLAND REVENUE.

WINNIPEG, 7th April, 1885.

J. WRIGLEY, Esq., Commissioner,
Hudson's Bay Co.

SIR,

Enclosed find my report on six samples of canned corn-beef received from the firm you referent and submitted to me for examination. I shall proceed with the analysis of the other samples if you deem it necessary, but obtaining such pleasing results on this number of samples, I do not advise or suggest further work, unless it is your express desire.

I have the honor to be, Sir,
Your obedient servant,

J. EDWARD WRIGHT, jun., Public Analyst.

LABORATORY INLAND REVENUE.

WINNIPEG, 7th April, 1885.

I have examined six samples of the Armour Canning Company's compressed cooked corn-beef, and, as far as time has allowed, have found nothing injurious in them. Both chemical and microscopical examination being negative.

I have the honor to be,
Your obedient servant,

J. EDWARD WRIGHT, jun., Public Analyst.

W. H. JACKSON, Lt.-Col.; D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 49.

WINNIPEG, 31st October, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims, previously reported on, are now returned, with the

recommendation that they be referred to the Department of the Interior for settlement, viz :

W. C. No. 210.—M. M. & D. A. 2547.—A. Hamelin, supplies for Indians at Lac La Biche, \$299.30.

W. C. No. 284.—M. M. & D. A. 2562.—Chas. St. Germain, one steer for Indians \$100.

W. C. No. 304.—M. M. & D. A. 2576.—Chipawayan Indians of Cold Lake for services, \$128.75.

W. C. No. 305.—M. M. & D. A. 2576.—Mathew Howie, potatoes taken by troops, \$60.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 50.

WINNIPEG, 31st October, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 430.—M. M. & D. A. 2592.—Licut. W. H. Saunders, "E" Co. 91st Battalions (invalided), for pay and allowances 28th July to 30th September, \$149.50. Having learnt that this Officer is in straitened circumstances, immediate payment of amount asked for, \$149.50, is recommended. As such cases are provided for by Regulations and Orders it is further respectfully recommended that the matter be referred to the Deputy Adjutant General M. D. No. 10, for adjustment. Boards having been already appointed to deal with such claims.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 51.

WINNIPEG, 2nd November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 429.—M. M. & D. A. 2304.—10th Battalion Royal Grenadiers, compensation in lieu of boots and under-clothing, \$8.15 per man. Recommended for payment through the D. A. G. of the district, on production of receipted pay-list.

Approved.—A. P. C.

The following claims are recommended for payment in full, viz :

W. C. No. 431.—A. McDonald, medicines for Lt.-Col. Otter's Command at Battleford, \$31.

Approved.—A. P. C.

W. C. No. 432.—Miss Burke, Battleford, milk for hospital use, \$9.75, and washing for hospital, \$9.50.

Approved.—A. P. C.

W. C. No. 433.—Miller & Snell, meat, potatoes and wood for "B" Batt'y., Prince Albert, \$261.55.

Approved.—A. P. C.

W. C. No. 434.—Robert Wyld, Battleford, rent storehouse, \$7.50.

W. C. No. 435.—Louis Sayers, Battleford, meat, \$204.

A. P. C.

W. C. No. 436.—Robert Wyld, Battleford, wood, \$38.25.

Approved.—A. P. C.

W. C. No. 437.—Leeson & Scott, ferriage "B" Batt'y., Batcche ferry, \$32.25.

Approved.—A. P. C.

W. C. No. 438.—Hudson's Bay Co., Battleford, tea, \$176.40.

Approved.—A. P. C.

W. C. No. 439.—A. Chisholm, Battleford, 30 days, teaming, \$120.

Approved.—A. P. C.

W. C. No. 440.—R. C. McDonald, Battleford, hay for "A" Batt'y., \$80.

Approved.—A. P. C.

W. C. No. 441.—Gallagher & Sons, Battleford, beef, \$760.42.

Approved.—A. P. C.

W. C. No. 442.—F. Fraser Tims, ferriage, Saskatchewan ferry, Lt.-Col. Otter's Command, \$26.85.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 52.

WINNIPEG, 2nd November, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the **MINISTER OF MILITIA AND DEFENCE.**

The following claims, previously reported on, are now returned, with further remarks and explanations.

W. C. No. 14.—M. M. & D. A. 2446.—Dr. Andrew Henderson, medical attendance on Lt.-Col. Ouimet, 65th Battalion \$75.—\$40 recommended. The 65th Battalion having gone North, and Lt.-Col. Ouimet being senior officer at Calgary, having no surgeon, ordered Dr. Henderson to attend him.

Approved.—A. P. C.

W. C. No. 74.—M. M. & D. A. 2547.—Brown & Curry, powder and shot, \$100.81. Recommended in full. This ammunition was taken possession of and removed to prevent it being captured by the enemy.

Claim for damage refer to Department Interior.—A. P. C.

W. C. No. 159.—M. M. & D. A. 2489.—R. McGinn, depot clerk and acting supply officer at Prince Albert, pay for services, \$92.50. Recommended in full. the report about clerks having been forwarded, this claim is now returned for approval.

Approved.—A. P. C.

W. C. No. 221.—M. M. & D. A. 2546.—3 accounts for freighting: T. P. McHugh, \$4266; A. McPherson, \$312 and \$2176. Recommended in full. Teams of 2 horses are charged at \$8 per day and teams of 4 horses at \$12 per day under special agreement between teamsters and Major General Strange.

Approved.—A. P. C.

W. C. No. 230.—M. M. & D. A. 2543.—5 accounts for freighting: J. Ellis, \$216; W. Sharples, \$1616; J. S. Gibb & Co., for John Owens, \$784; W. Mitchell, \$5208; N. Leech, \$288. Recommended in full. Same remarks as above apply to these claims.

W. C. No. 241.—M. M. & D. A. 2547.—Jno. Gamble, baking for 9th Battalion, \$84. Recommended in full. There appears to have been some misunderstanding with regard to this claim; it is a just one, and should be paid.

Approved.—A. P. C.

In further reference to claims for freighting under W. C. Nos. 221 and 230 it may be remarked that the 4-horse teams, at \$12 per day are proportionately cheaper than the 2-horse teams at \$8 per day.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 53.

WINNIPEG, 2nd November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 389.—M. M. & D. A. 2393.—Lt.-Col. Bremner and Officers Halifax Batallion for allowance in lieu of rations, \$1803.01. These officers should have drawn rations while under canvas, but as they evidently did not it would be fair to allow them the then cost price of rations, viz., 40 cts per officer, that is 15 rations for 64 days and 18 rations for 77 days, in all 2346 rations at 40 cts. = \$938.40.

Approved.—A. P. C.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

Under the circumstances, I concur with the above, as a compromise.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

REPORT No. 54.

WINNIPEG, 2nd November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

It is recommended that the following claims be referred to the Department of the Interior for settlement, viz.:

W. C. No. 454.—T. Taylor, loss of goods at Battle River, \$185.35.

W. C. No. 455.—T. Taylor, for H. B. Co., loss of goods at Battle River,
\$164.65.

W. C. No. 456.—Wm. Inkster, loss of goods at Battle River, \$54.50.

W. C. No. 457.—T. Anderson, loss of horses at Edmonton, \$300.

W. C. No. 458.—J. Shields, loss of horses at Edmonton, \$275.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 55.

WINNIPEG, 2nd November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the **MINISTER OF MILITIA AND DEFENCE.**

The following five claims for supplies, etc., connected with Boulton's Troops, are recommended for payment in full, viz.:

W. C. No. 207.—G. F. Dunn, for services and saddle, 3 accounts, \$20, \$10 and \$30.75, in all \$60.75.

W. C. No. 443.—Geo. Cox, spades, shovels, etc., \$26.80.

W. C. No. 447.—J. P. Wallens, beef, \$17.04.

W. C. No. 448.—R. D. McNaughton, railway fare, hotel, express, etc., forwarding men, \$10.35.

W. C. No. 449.—W. F. Buchanan, Mexican spurs, \$46.80.

W. C. No. 444.—D. Sutherland, horse hire for scouting, \$45. The ordinary pay for a horse under R. and O. would be \$1 a day, but as scouting duty is supposed to be more wearing on a horse, \$1.50 is allowed instead of \$3; taking off \$22.50, the balance, \$22.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 205.—H. G. Forsyth, buckboard and harness for Major-Genl. Laurie, \$100. See his remarks attached; \$10 deducted, the balance, \$90, recommended for payment.

Approved.—A. P. C.

WINNIPEG, July 8th, 1885.

DEAR SIR,

You will now have to send your account to the Supply or Transport office working from Moose Jaw. I have given up the appointment of Commandant, consequently have no present official connection and cannot take up any work where the papers have not been sent in. I think, however, if you would at once communicate with Dr. Roddick, you may be able to get it settled, as I left a memo for him at Moose-Jaw.

It is a pity you have left the matter unattended to so long. It could have been disposed of if you had sent it to me when I was doing duty. Is not your figure as now named rather high? I thought it was \$90, but I am only speaking from memory, \$70 for buckboard and \$20 for harness.

Yours truly,

J. W. LAURIE.

W. C. No. 453.—P. Miller, teaming \$54, and \$88, in all \$142. Teams charged at \$8 per day, reduced to \$6; taking off \$46.50, the balance, \$95.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 451.—M. M. & D. A. 2526.—Matthew Cockerill, 91st Battalion for loss of civilian clothes. According to letter of Captain Jackson, attached, this man appears to have received back one parcel, which was all he had in the case. Rejected.

Approved.—A. P. C.

STONEWALL, 27th October, 1885.

SIR,

Yours of the 20th inst. to hand, and in reply—My Company was equipped in Winnipeg. When uniforms and underclothing were issued, in April last, I gave orders, and saw them carried out, that each man in the Company should tie up his civilian clothing with such underwear as he did not require in a bundle and put tag on, with his name and address.

I got two large cases, had the clothes packed in same and addressed and shipped by freight to A. R. Mitchell, Reeve of this county, who, on receipt, had the cases stored in a building owned by county at Stonewall. On the arrival of Company home the parcels were delivered and receipt taken for them by the clerk in charge of building.

When packing cases in Winnipeg, I kept number of parcels with names going into each case. Mr. Cockerill's name appears as having sent *one* parcel in case number one; his name also appears on clerk's book as having receipted for *one* parcel on the 25th of July. He reported to me then that some of his clothing was gone. I had no time then to look into it and told him then that anything missing had likely been taken by mistake by some of the men and no doubt would be sent back, but as nothing has been returned, anything gone out of parcel must have been stolen at Winnipeg.

I have delayed answering your letter wishing to see the sergeant in charge of men when parcels were delivered to them. When he returns I will let you know what Cockerill at that time said was missing from his parcel.

I have the honor to be, sir,
Your obedient servant,

S. J. JACKSON, Capt.,
D. Comp., 91st Batt.

Lieut.-Col. Jackson, D. A. G.,
Winnipeg, Man.

W. C. No. 67.—Add. McPherson, waggon lost crossing Red Deer River, \$80. Mr. Strachan reports this river very shallow, and that the waggon might easily have been recovered. Rejected.

Approved.—A. P. C.

W. C. No. 71.—Geo. Brewster, waggon broken at Battle River, \$75. Mr. Strachan reports that this waggon was not useless, and was in possession of Mr. Del. Barker of Battle River.

Rejected.—A. P. C.

W. C. No. 290.—Jas. A. Yeomans and wife, caretaker and matron Victoria Hospital, \$117.50. See remarks on claim. The charges are excessive; \$67.50 deducted, the balance, \$50, recommended for payment.

Approved.—A. P. C.

REMARKS ON CLAIM.

Rev. Mr. McLaughlan informed Mr. J. K. Strachan, Supply Officer, it was never intended that anyone at Victoria should receive pay, McLaughlan was Captain of the Home Guard, all were receiving rations from Government.

W. C. No. 292.—S. D. Mulkin's teaming \$542 and 144, in all \$686. Teams charged at \$8 a day reduced to \$6; taking off \$140, the balance, \$546, is recommended for payment.

Approved.—A. P. C.

W. C. No. 296.—Samuel Renauld, per Walter Ross, scouting, \$67.50 Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 293.—J. Steele, scouting, \$22.50. Recommended for payment in full.

W. C. No. 294.—John Whitford, scouting, \$187.42, and \$63, in all \$250.42. Item 3 days \$5 per day, reduced to \$3 per day; taking off \$12, the balance, \$238.42. Recommended for payment.

Approved.—A. P. C.

W. C. No. 395. — James Henderson, per Percy Belcher, scouting, \$57.74.
Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 56.

WINNIPEG, 4th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 326.—Surgeon J. H. Tofield, Edmonton, pay for services, \$718.20.

It is respectfully recommended that this be referred to the Surgeon-General.

The following claims are forwarded, with the recommendation that they be referred to the Department of the Interior for settlement, viz.:

W. C. 314.—M. McCauley, hauling supplies, N. W. M. P., \$36.20.

W. C. 342.—Hudson's Bay Co., goods taken by Troops, \$307.64.

W. C. 462.—Donald McLeod, carts taken by Indians, \$125.

W. C. 472.—Account No. 1, Frederick Sache, loss of property by fire, \$200.

W. C. 472.—Accounts No. 2 and 3, Lewis Thompson, loss of goods, \$195 and \$301.

W. C. 472.—Account No. 4, Rev. J. A. McLachlan, loss of goods, \$275.

W. C. 472.—Account No. 5, Harrison Young, loss of goods, \$1,433.55.

W. C. 472.—Account No. 6, P. Erasmus, loss of goods, \$371.50.

W. C. 472.—Account No. 7, Adam House, loss of goods, \$520.08.

W. C. 472.—Account No. 8, R. Inkster, loss of goods, \$252.55.

W. C. 472.—Account No. 9, A. Logan, loss of goods, \$154.90.

W. C. 472.—Account No. 10, R. Steele, loss of goods, \$1,322.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 57.

WINNIPEG, November 4th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following 26 claims are recommended for payment in full:

A. P. C.

No. 409.—Jacques Bros., hire of waggon, etc., \$88.00; and J. E. Jacques, hire of teams, \$240.00.

No. 314.—McCauley, transport, \$150.00 and \$6.00.

No. 315.—W. Maloney, transport, \$488.00 and \$512.00.

No. 318.—A. McKinley, transport, \$150.00.

No. 317.—M. Maloney, transport, \$102.07.

No. 320.—Chas. Henderson, scouting, \$24.90 and \$101.00.

No. 323.—Dr. H. C. Wilson, veterinary drugs, \$56.00.

No. 324.—Edmonton Hotel, board, \$10.25 and \$4.25.

No. 325.—Ross Bros., kettles, \$8.50.

No. 328.—Mrs. Larocque, laundry and meal, \$13.60.

No. 329.—Hy. Collins, hauling water, \$15.00.

No. 330.—E. J. Collins, scouting, \$150.00.

No. 331.—Geo. Whitford, barley, \$10.50.

No. 336.—D. E. Noyes, potatoes, \$20.50.

No. 324.—R. Logan, barley, \$147.27.

No. 345.—S. D. Mulkins, scouting, \$27.50.

No. 348.—A. Taylor, telegraph account, \$10.97.

No. 349.—P. Nelson, scouting, \$227.50.

No. 459.—H. B. Co. rent of buildings, Battle River, \$112.50.

No. 463.—Norris & Carey, cheese, \$6.00.

No. 460.—H. B. Co. scavenger work, Edmonton, \$68.95.

No. 465.—A. Bogue, hauling hay, \$5.

The following 13 claims are recommended as noted, viz.:

A. P. C.

No. 245.—Thos. Hastings, services as storekeeper at Red Deer, and expenses, \$247.50. Deduction of \$1 a day for 85 days, \$85.00, the balance, \$162.50, is recommended for payment.

No. 287.—Simon Whitford, beef, \$112.00. Price reduced to 15c. per lb., taking off \$28.90, the balance, \$84.00, is recommended for payment.

No. 289.—F. A. Lucas, caretaker store, Peace Hills, and attending sick mule which belongs to Mr. Ross, railway contractor, \$266.00. According to agreement made by Captain Hamilton, this man carried on business at the place, and the affairs of the store did not occupy his time. Deduct over-charge 82 days at \$2.00, \$164.00, the balance, \$102.00, is recommended for payment.

No. 313.—M. McCauley, beef, \$679.60, reduced to 15c.; per lb. taking off \$169.90, the balance, \$509.70, is recommended for payment.

No. 314.—M. McCauley, transport, \$144.00. Reduced to \$6.00 a day per team; taking off \$36.00, the balance, \$108.00, recommended for payment.

No. 322.—D. McKinley, transport, \$520.00. Deduct for 8 days overcharge, \$64.00, balance, \$456.00, recommended for payment.

No. 327.—Octave Dérom, hire of team, \$72.00. Reduced to \$6.00 per day, taking off \$18.00, the balance, \$54.00, recommended for payment.

No. 332.—Jos. House, beef, \$151.00. Price reduced to 15c. per lb.; taking off \$37.90, the balance, \$113.70, recommended for payment.

No. 333.—M. McDougall, beef, \$110.00. Price reduced to 15c. per lb.; taking off \$27.50, the balance, \$82.50, recommended for payment.

No. 340.—I. McDonald, wooden box with lock for Mr. Strachan, \$7.00. Price excessive; \$3.50 deducted, balance, \$3.50 recommended for payment.

No. 352.—F. Tetu, storeman, Edmonton, \$158.00. Rate reduced to \$1.00 a day, and \$20.00 deducted from that amount paid him by Mr. Strachan; taking off \$99.00, the balance, \$59.00, is recommended for payment.

No. 459.—H. B. Co. rent of building at Edmonton, \$500.00. Several hundred dollars having been spent in repairing the building by the Government, and being now rented to the N. W. M. P. Mr. Strachan, having examined the property

and reported the facts, it is considered \$50.00 per month is sufficient remuneration; \$250.00, is therefore deducted, the balance, \$250.00 is recommended for payment.

No. 470.—Major A. H. Griesbach, pay for services. It is agreed that he be paid at the same rate as Major Steele, \$3.00, a day being the difference between Major's pay Militia and Inspector's pay in N. W. M. P; from 2nd May to 31st July, 91 days at \$3.00, \$273.00, is recommended for payment.

A. P. C.

The following 13 claims for horses died and disabled are rejected. In none of these claims are proceedings of Boards or proofs of loss attached, and in cases of teamsters it is considered that they were all sufficiently paid to cover wear and tear and ordinary risks of service. The claims are:

No. 316.—W. Maloney, \$60.00.

No. 321.—John J. Turner, \$125.00.

No. 335.—D. E. Noyes, \$75.00.

No. 341.—P. Kelly, \$100.00.

No. 344.—H. Frazer, \$150.00.

No. 350.—J. Holland, \$100.00.

No. 351.—D. Carey, \$50.00.

No. 353.—G. Norris, \$125.00.

No. 354.—J. Gibbons, \$100.00.

No. 355.—W. Cush, \$780.00.

No. 462½.—D. McLeod, \$75.00.

No. 466.—A. McNicol, \$100.00.

No. 467.—P. Brunette, \$125.00.

W. C. No. 347.—F. Juneau, repairs to waggon, \$25.00. This man was amply paid to cover wear and tear. Rejected.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member;

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 58.

WINNIPEG, 4th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 397, Wm. R. Sinclair, transport of supplies per contract, \$52,153.80. The conclusive evidence of Mr. Murphy (late shipping clerk at Clarke's Crossing) goes to prove the freight on the steamer covered the original receipts from Clarke's Crossing, which receipts were returned to Sinclair, and thereby cancelled, and the Steamer Bills of Lading signed by him. A copy of this evidence is attached to claim, as also a statement showing in detail the weight of supplies received by Mr. Sinclair and the weight delivered at destination (Battleford). By this it is shown that there is a shortage on oats delivered of 163,553 lbs, at 2c. per lb = \$3,271.06, which is deducted from the account; also \$3,079.93 for forage and rations used by him (see detailed account attached); total reduction, \$6,350.99; the balance, \$45,802.81, is recommended for payment.

Approved.—A. P. C.

Statement of supplies shipped from Clarke's Crossing and Telegraph Coulee to Battleford, as per shipping bills herewith, and of the quantities delivered at destination as per Lt.-Col. Otter's resume of receipts, attached by the Contractor, W. R. Sinclair, in support of his freighting account, viz :—

From Station.	To	Weight in lbs.	Shortage, lbs.
Taken from Humboldt to Clarke's Crossing in transit to Battleford, where Shipping Bills were exchanged for new ones and supplies delivered at final destination.		Shipped 115,400	Short 14,485
		Delivered 100,915	
Clarke's Crossing.	Battleford.	Shipped 1,290,498	Short 223,377
		Delivered 1,067,121	
Telegraph Coulee.	Do.	Shipped 361,662	Total 237,862
		Delivered 417,799	
		Leaving a total amount.	Over 56,137
			Short 181,725

Deduct 10 per cent. from above shortage to cover possible losses by carelessness of Teamsters, etc., etc..... 18,172

Shortage..... 163,553
 Which at the minimum cost of 2c. per bushel of 34 lbs. would give a trifle over 2c. per lb., say 163,553 lbs. oats, at 2c..... \$3,271 06

Correct.

W. H. FORREST, Lt.-Col.

WINNIPEG, Tuesday, 3rd November, 1885.

EVIDENCE UNDER OATH OF MR. GEORGE MURPHY, LATE SHIPPING CLERK AT CLARKE'S CROSSING.

Any goods that are shipped from Clarke's Crossing via Telegraph Coulee, the receipts show the quantity actually received at Clarke's Crossing. All the goods that did not go through by team I shipped on the steamboat at Telegraph Coulee, and the original receipt cancelled any receipts previously given by Mr. Sinclair at Clarke's Crossing and the Steamers Bill of Lading signed by Mr. Sinclair substituted.

Many of the oats were put in new bags before they were forwarded; any loss in weight would be a very small percentage.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 59.

WINNIPEG, 4th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 355.—M. Bannerman, ferriage at Red Deer, \$823.33. Rates for night ferriage reduced 50 p. c. and item for hay disallowed, there being no certificate

(see memo on claim); taking off \$82.60, the balance, \$740.73, is recommended for payment.

Approved.—A. P. C.

W. C. No. 461.—John Walter, ferrige at Edmonton, \$4.55, and \$165.80, and wood, \$42.00, in all \$212.35. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 474.—Thomas Lewis, telegraph operator, Touchwood Hills, \$124.50. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 419.—Hudson's Bay Company, supplies to troops at Calgary. \$677.81. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 476.—J. F. Clark, Clarke's Crossing, rent of houses \$80.00; conveying messages, wood, etc., \$75.00,—in all \$155.00. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 60.

WINNIPEG, 4th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 473.—M. M. & D. A. 1953.—Andrew Thompson, Toronto, for damage to Schooner "M. L. Brock," by Troops at Port Munro,—original claim, \$629.83, subsequent claim increased to \$849.43.

The Commission carefully considered the whole correspondence. The letter of Joseph Cochran, dated September 24th, 1885, to John Ross establishes the fact that the vessel had been left with stern ports and hatches open during the winter, allowing a large quantity of snow and ice to accumulate in her hold. This was cleaned out, under the supervision of Mr. Cochran, by employees of the C. P. R., stoves being procured from various places to use for the purpose; he also states that the stove in the fore-castle was broken and unfit for use at that time. Mr. John A. McDonald's letter, dated 23rd October, to the Minister, states that two pairs of blankets were taken from the Captain's room, and the bed-clothes in the fore-castle were used; as no inventory had been taken the claim must have been made up from memory. The Schooner was frozen in, consequently the Troops could not have injured her bottom, so as to necessitate her going into dry-dock for repairs. After considering all the circumstances it is believed the vessel had been left open all winter, was much out of repair, and would, under any circumstances,

have required to be hauled out and refitted before being used. No doubt the old sail could have been repaired and sold for a large sum. Giving the benefit of all doubt to the claimant, it is recommended that the sum of \$245.50 be paid as full compensation, made up as follows:

Approved.—A. P. C.

18 pairs blankets, at \$3.50	\$66.50
9 mattresses destroyed, at \$2.....	18.00
1 pair signal or side lights.....	25.00
1 anchor light.....	5.00
Lamp chimneys and dishes broken	5.00
Hatch covers, and canvas cut.....	8.00
Main sail ($\frac{1}{3}$ cost of now).....	73.00
Bulk-head destroyed	45.00
	\$245.50

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 61.

WINNIPEG, 5th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 10.—M. M. & D. A. 2216.—Hugh Kidd and others, Teamsters, for difference of pay. This is not a Departmental matter, but should be settled between the Teamsters and Contractors. Rejected.

Approved.—A. P. C.

W. C. No. 291.—Edmonton Home Guard, pay roll, \$557.24. It is observed that the officers and some of the men were in receipt of pay in the Supply Department; and, moreover, if this claim were allowed all other Home Guards similarly organized, including one at Winnipeg, would be entitled to claim pay. Rejected.

Approved.—A. P. C.

W. C. No. 299.—M. M. & D. A. 2338.—Jos. Dubborsly, railway fare for self and team, etc., \$31.10. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 475.—W. R. Sinclair, 3 accounts No. 1, 42 teams, 8 days' notice allowance, \$1,344.00; and No. 4 account, demurrage at Battleford, \$672.00. There were sufficient supplies at Humboldt, Clarkes Crossing and Telegraph Coulees to carry out the contract; and when supplies were delivered at Battleford the contract

terminated, and no teams could have been lying idle at the expense of the Government. Both claims rejected.

Approved.—A. P. C.

No. 2 account, 70 teams Prince Albert to Humboldt, \$300.00. All supplies at Humboldt were previously moved by Mr. Sinclair, and he should have known there were no further supplies to move, therefore it was unnecessary to send these teams. Rejected.

W. C. No. 479.—Rev. Father Mirer, St. Albert, 2 sacks flour, \$18.00. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 480.—P. Colligan, provisions, St. Albert Co., \$236.27. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 481.—P. Colligan, clothing, provisions, boards, oats, etc., \$413.45. Items not chargeable to the Department, amounting to \$126.25, are deducted. See memo on claim—the balance, \$287.20, is recommended for payment.

Approved.—A. P. C.

W. C. No. 482.—Antoine Ducharme, flour, clothing, crockery, etc., \$95.50; items not chargeable to the Department, amounting to \$82.50, are deducted—see memo on claim—the balance, \$13.00 for flour, is recommended for payment.

Approved.—A. P. C.

W. C. No. 445.—St. Albert Courier Pay List, 6 individual claims of \$100.00 each, reduced to 17 days, service at \$2.50 a day, taking off \$57.50; the balance, \$42.50 for each man, is recommended for payment.

W. C. No. 446.—St. Albert mounted rifles claims for pay, scouting service, clothing, rations for officers and furnishing of horses. The accounts for scouting service, \$390.00, are disallowed, the men claiming this pay being on the Pay Roll during the time of this service; account for furnishing 6 horses, \$180.00, disallowed, this should be collected from the men who used the horses, and claimed for same on July Pay Roll; account for rations for officers, \$52.08, disallowed, the officers should have drawn rations same as the men, and probably did. With regard to the company Pay Lists No. 1 and 2, it is recommended that payment be made on the following basis, in No. 1 Pay Lists (amounting to \$542.75) the pay of each man, according to rank, be reduced to the rates allowed for Infantry Companies, and in Pay List No. 2, for mounted men (amounting to, 5501.25), the rates be reduced to those allowed to Cavalry Corps, and further that the ten men employed on special courier service (whose names and time of service appear on list attached to No. 2 Pay List) have their pay made up to \$2.50 per day (to cover all pay) for such time as they were actually employed on the special courier service. It is further recommended that the sum of \$280.00 be deducted from this claim to be paid over to the Hudson's Bay Co., for amount advanced by them and not charged in account against the Department.

See Supplementary Report 15th February.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 62.

WINNIPEG, November 6th, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 24.—M. & M. and D. A. 2062.—The Winnipeg and Western Transportation Co., for services, \$62,891.00. Referring to previous reports of 10th September and 3rd October, the Commission having since taken evidence upon oath, have arrived at the following conclusion.

The Steamer "Northcote" entered Government service on the day of leaving Medicine Hat, 7th April, and as deposed by Mr. W. R. Talbot, the Purser, unloaded all Government stores at Prince Albert on 3rd June, after which she proceeded on the usual business of the company, making 58 days in Government service, \$250 per day, \$14,500.00.

The Steamer "Northwest" entered the service on 12th May the date Captain Sheets and crew took possession of her at Prince Albert (vide Captain Sheets' sworn testimony), and was employed up to the 12th July, when she arrived at Grand Rapids, with the returning troops, making 62 days in Government service, at \$250.00 per day \$15,500.00

The Steamer "Marquis" entered the Government service the day she left Prince Albert, on 1st May (as shown by telegrams from Lt.-Col. A. G. Irvine, N. W. M. Police and Superintendent Perry, N. W. M. Police), and was employed up to 12th July, when she arrived at Grand Rapids with the returning troops, making 73 days in Government service, at \$250.00, per day = \$18,250.00, making the total value of services rendered by the boats \$48,250.00, and for transportation of baggage by tramway at Grand Rapids, \$141.00. The claim is thus reduced \$14,500; the balance, \$48,391.00, is recommended for payment.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt. Col.,
Member

EDMUND B. HOLT,
Secretary.

In certifying the correctness of the rate of contract and recommending payment, I was guided by the voucher of service signed by Major General Sir Fred. Middleton; it now turns out that this voucher was only meant to be a retainer.

E. A. WHITEHEAD, Lt.-Col.,
Member.

WINNIPEG, Thursday, 29th October, 1885.

Deposition of Captain James Sheets, Winnipeg, under oath, Commander of "Northcote" and "Northwest."

- 1 Q. Where were boats "Northcote," "Marquis" and "Northwest" wintered last winter?
A. "Northcote" wintered at Medicine Hat, the "Northwest," at Prince Albert, and the "Marquis" four miles above Prince Albert.
- 2 Q. When was the "Northcote" put in the water this spring?
A. On the 6th day of April.
- 3 Q. When was the "Marquis" put in the water this spring?
A. I do not know. I did not get round to Prince Albert till 12th May, the "Marquis" was there with Troops on at Hudson's Bay Landing, about 3 miles below Batoche. "Marquis" was sunk about 10th or 11th April, and raised again.
- 4 Q. When was the "Northwest" put in the water this spring?
A. I was not there and don't know.

- 5 Q. What was the average date or time for opening of Lake Winnipeg.
 A. Near the 1st of June; it was opened in May, from 1st to 10th June usually.
- 6 Q. Do these Steamers run in conjunction with the Lake Steamers?
 A. Yes, the boats on the North Branch do. The South Branch opens about 27th March or 1st April; North Branch about 9th or 10th April.
- 7 Q. At what date were the steamers "Marquis" and "Northwest" ready for freighting this season?
 A. They were ready about 11th April, they had steam up then. I was not there, but the Captain told me so.
- 8 Q. How soon after were they in the service of the Government?
 A. On the 12th April, Mr. Bedson said so.
- 9 Q. Did you go for the steamers "Marquis" and "Northwest" about the 7th May last from Clarke's Crossing?
 A. About 12th May I took some of the men with me, about 10 or 12 men were working on the "Northwest."
- 10 Q. Could they have been used for any other service before the opening of Lake Winnipeg?
 A. Oh, yes, they did local traffic, that is on the North Branch.
- 11 Q. How long were the steamers lying idle after the 24th May?
 A. Sometimes would lay 2 days at Fort Pitt and were moving about up and down, carrying Troops and anything else they were wanted to do, laid up 2 or 3 days at a time, sometimes one day.

JAS. SHEETS.

WINNIPEG, Friday, 30th October, 1885.

Evidence under oath of Mr. Walter R. Talbot, late Purser steamer "Northcote."

Took goods for Mr. Sinclair; don't know how the goods came to Telegraph Coulee. I came from Battleford on steamer "Northcote," and they were there then.

They were not moved by boat from Clarke's Crossing to Telegraph Coulee, not that I am aware of. They came over land, as I understood. The goods shipped from Clarke's Crossing to Battleford via Telegraph Coulee were taken on board steamer at Telegraph Coulee. I don't know why Sinclair signed these receipts; only my signature was necessary. The receipts, I suppose, were given with a view of securing Murphy, supply clerk.

Captain Sheets joined the steamer Northwest about 11th or 12th May. Met the steamer "Marquis" at Hudson's Bay Landing, at which time Captain Sheets left the "Northcote" and went overland to Prince Albert, a distance of 18 miles, to take command of the "Northwest."

The "Northcote" went out of the Government service some time in June. I think about the night of the 16th June.

The "Northcote" left Prince Albert to go to Grand Rapids on 3rd June. All the Government stores were left at Prince Albert at that time. It takes about five days to go from Prince Albert to Grand Rapids.

W. R. TALBOT.

REPORT. No. 63.

WINNIPEG, 7th November, 1885:

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. 288½.—H. Hamilton. Supply and Transport officer, Calgary, pay and allowances, \$872.40. Deducted for time of services over charged, \$144.30; the balance, \$728.10, is recommended for payment.

Approved.—A. P. C.

W. C. No. 478.—Executors A. McKenzie, herder, \$164. This man was killed by lightning on the 17th June last. Amount recommended for payment in full to his legal representatives when applied for.

Approved.—A. P. C.

W. C. 420.—R. McKenzie, Red Deer Transport, \$60, \$80 and \$60, in all \$2.00. Rate for ox team reduced to \$5 a day, taking off \$10; the balance, \$190, is recommended for payment.

Approved.—A. P. C.

W. C. 483.—S. M. Bannerman, Red Deer, ferriage \$144.80, supplies and timber, \$240.80, in all, \$385.60, ferriage rates reduced \$36.60; the balance, \$350, is recommended for payment.

Approved.—A. P. C.

W. C. 484.—J. H. Cummings, courier service Calgary and Edmonton, per contract (copy attached to claim), \$2,100 and \$3,100, in all \$5,200. Recommended for payment in full. Power of Attorney for this amount in favor of Matthew Dunn.

Approved.—A. P. C.

This agreement made this day between Inspector Dowling Commanding N. W. M. Police, Fort Calgary, the party of the first part, and John H. Cummings of Calgary, the party of the second part, sheweth that, in consideration of sum of one hundred dollars being paid per diem by the party of the first part to the party of the second part, the party of the second part agrees to carry daily despatches between Calgary and Edmonton, establishing relays of couriers at the following stations on the road.—

1. At McPherson's Coulée..... 20 miles from Calgary.
2. At Scarlett's..... 40 miles from Calgary.
3. At the Lone Pine..... 60 miles from Calgary.
4. At Miller's..... 80 miles from Calgary.
5. At Blindman's River..... 120 miles from Calgary.
6. At Battle River..... 123 miles from Calgary.
7. At J. Lee's, Bears Hills..... 143 miles from Calgary.
8. At Peace Hills..... 163 miles from Calgary.
9. At a tent situated..... 183 miles from Calgary.
10. At Edmonton..... 203 miles from Calgary.

The party of the second part agrees to furnish everything necessary for the proper working of the service, and men and horses sufficient for the carrying out of the contract.

This contract holds good for one month, dating from the 6th instant or longer if required.

It is understood between the contracting parties that if the party of the second part or those employed by him as couriers should be attacked by armed bands of Indians or Half-breeds, thereby causing a delay in the transmission of despatches, such delay shall not vitiate the contract.

J. DOWLING, Inspector Commanding Post.

JOHN H. CUMMINGS.

CALGARY, 5th May, 1885.

Witness,

E. BRISBOIS.

W. C. No. 485.—J. H. Cummings, horses died and injured, \$400. Rejected. Teamsters and couriers sufficiently paid to cover wear and tear, and ordinary risks of service.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 64.

WINNIPEG, 9th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 487.—M. M. & D. A. 2596.—Lt.-Col. A. McKeand, 90th Battalion,

for guard on arms, etc., \$248. Caps, boots, etc., \$3,643, and officers' kit, \$2,400. Command pay, \$150. Loss on Life Insurance Policy, \$765.10. Item No. 1,248, pay of four men for mounting guard over arms, etc. Cavalry, Field Battery, and 90th Battalion at Winnipeg, from July, 1884, for 62 days, at \$1 per day, each man. A correspondence seems to have taken place between Honorable John Norquay and Sir John A. MacDonald on the subject which resulted in the guard being mounted by order of Lt.-Col. Kennedy in the absence of the D. A. G.; this service appears to have been performed in good faith, and payment in a great measure has been made to the men from the regimental fund as explained by Lt.-Col. McKeand, to whom it is recommended the amount be paid in full;

Item No. 2, \$6,643 and \$2,400.—Claim for allowance of money in lieu of kit for officers, N. C. O. and men. This was reported upon on 8th September, and the amount authorized has been paid to Lt.-Col. McKeand;

Item No. 3, \$150, for command pay while in command of his own battalion on service for 120 days, \$1.25 per day; the regulations and orders do not provide for such payment, consequently it is respectfully submitted for consideration of the minister;

Item No. 4, \$765.10, for loss said to have resulted from cancellation of Life Policy of Assurance.

Lt.-Col. McKeand explained that the Life Association of Canada had sold out to a Company in New York and this Company cancelled the Policy on hearing of his exposure to danger while in command of the 90th battalion; a telegram attached to the papers signed by John Cameron, manager, dated Hamilton, June 18th, 1885, addressed to Alfred McKeand, Winnipeg, notifies forfeiture on account of incurring risk without permission.

Lt.-Col. McKeand states that his friend with whom he left his private business failed to notify the Company in accordance with what he supposed to be the condition on the Policy. The Policy would have matured about 1890 or 1891; about \$650 had been paid on it and \$234.90 returned, shewing an apparent loss of \$415.10. The Commission are of opinion that the matter should be settled between the Claimant and the Assurance Company, and cannot be made a claim against the Government. Rejected.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 65.

WINNIPEG, 9th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 496.—Levasseur & Steadman. Saddle-horse for courier service, \$7.50, reduced to usual rate of \$1.50 a day, taking off \$4.50; the balance, \$3, is recommended for payment.

Approved.—A. P. C.

W. C. No. 501.—R. W. McLellan, Red Deer, rent supplies, etc., \$55, deduct overcharge on rent, \$24; the balance, \$31, is recommended for payment.

Approved.—A. P. C.

W. C. No. 471.—W. G. Vicars, goods lost and stolen by Indians, \$230, to be referred to the Department of the Interior.

A. P. C.

The following ten claims are recommended for payment in full:

Approved.—A. P. C.

No. 495.—G. C. King & Company, goods and cork beds for 65th battalion, \$7.35.

No. 497.—Geo. Beatty, oats for scouts, \$95.20.

No. 498.—Jasper Smith, horse hire for couriers, \$73.50.

No. 502.—John Donahue, Calgary, meals, \$14.

No. 504.—Thomson Bros., stationery, Alberta Field Force, \$135.

No. 505.—Thomson Bros., stationery, Hatton's Mounted Rifles, \$16.50.

No. 506.—Thomson Bros., stationery, Winnipeg Light Infantry, \$31.60.

No. 507.—Thomson Bros., valise for supply officers' papers, \$5.75.

No. 489.—Jas. C. Linton, stationery, supply office Calgary, \$60.70.

No. 490.—Smith & Chalmers, High River, meals for couriers, \$95.70.

Approved.—A. P. C.

The following 5 claims for horses died and disabled are rejected, as all Teamsters were sufficiently paid to cover wear and tear, and ordinary risks of service, viz.

No. 486.—Geo. Stevenson, \$175; Wm. Stevenson, \$200; David McGregor, \$175; G. B. Gordon, \$150, and T. J. Richards, \$400.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 66.

WINNIPEG, 21st October, 1885.

EXTRACT FROM REPORT OF ABOVE DATE.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 382.—M. M. & D. A. 2535, John R. Costigan, sundry accounts of Teamsters on convoy No. 8, between Calgary and Edmonton, see letter of Mr. McGibbon, attached, explaining conditions of engagement; under the circumstances payment cannot be recommended. Rejected.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

EDMUND B. HOLT,
Secretary.

BRIGADE OFFICE,
WINNIPEG, 19th October, 1885.

SIR,

With reference to the claims of sundry teamsters as represented by Mr. John R. Costigan to be allowed extra time, I beg to report as under:

In order to prevent pilfering on the route, and delay on the way, I stipulated that the teams were to be kept together as much as possible, and the time allowed to make the trip to Edmonton and return to Calgary was (24) twenty-four days, and if they made a second trip from Red Deer to Edmonton, twelve days to be allowed.

The only stipulation given was that if men or horses were attacked by an armed force the Government would be responsible, but not otherwise; and any delay beyond twenty-four days would not be allowed; that the contingencies of the route were well known to them, and unless they loaded up on these conditions they could retire and allow others to go.

The teams were loaded up and dispatched as soon as possible. It is well known that such a large number of waggons and carts could not ferry the river all at one time, nor in fact all in one day, so that it was necessary to carry out the orders not to separate, that those who got over the river first should wait until the others got across, and then move on altogether under the escort.

When these teamsters returned they were at once furnished with their vouchers for the time, as agreed upon, and they got their vouchers paid at the Hudson's Bay Co. I consider they have all been paid what was promised them, and which was well understood, and as a proof of this, more than half of the same convoy, especially the Half-breeds, never made any remonstrance, but accepted their vouchers without any difficulty, knowing perfectly well that they had only carried out their part of the bargain.

I have the honor to be, Sir,

Your obedient servant,

ALEX. MCGIBBON,
T. & S. Office.

Lt.-Col. JACKSON, D. A. G.
Chairman Commission on War Claims.

REPORT No. 67.

WINNIPEG, 11th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 499.—Sayers Bros., hire saddle horse-courier service, \$10; deduct overcharge, \$2.50; the balance, \$7.50, is recommended for payment.

Approved.—A. P. C.

W. C. No. 509.—J. M. Anderson, Humboldt, board for Mr. Bradbury & Pike, \$19; deduct overcharge, \$6; the balance, \$13, is recommended for payment.

A. P. C.

W. C. No. 512.—S. Watson, meals Winnipeg Light Infantry, \$47; deduct overcharge, \$7; the balance, \$40, recommended for payment.

A. P. C.

W. C. No. 523.—I. G. Baker & Company, transport 9th battalion, McLeod to Calgary, \$1,620; deduct for time and rate overcharged, \$324; the balance, \$1,296, is recommended for payment.

A. P. C.

W. C. No. 524.—James Wishart, Red Deer, bread, 65th battalion, \$64.80; deduct overcharge, \$21.60; the balance, \$43.20, is recommended for payment.

A. P. C.

W. C. No. 541.—Leo Gaetz, provisions and clothing, 65th battalion, \$30.35; deduct item for pants, \$16; the balance, \$14.35, is recommended for payment.

A. P. C.

W. C. No. 501.—R. W. McLellan, Red Deer, hay for Steele's scouts and couriers, \$234.50; price reduced to \$25 per ton, taking off \$67; the balance, \$167.50, is recommended for payment.

A. P. C.

W. C. No. 501.—R. W. McLellan, Red Deer, hay for scouts, \$236.25; reduced to \$25 per ton, taking off \$67.50; the balance, \$168.75, is recommended for payment.

A. P. C.

W. C. No. 511.—W. Whitehill, Calgary, hay for Alberta Field Force, \$180; reduced to \$16 per ton, taking off \$20; the balance, \$160, is recommended for payment.

A. P. C.

Price of hay reduced in accordance with information received from H. B. Company.

The following 8 claims are recommended for payment in full, viz.:

Approved.—A. P. C.

W. C. No. 539.—Gibb & Company, beef-tea, 65th battalion, \$14.95.

W. C. No. 540.—F. J. Claxton, bread, 65th battalion, \$29.66.

W. C. No. 515.—J. H. Rodway, plumber work, \$9.37.

W. C. No. 508.—I. G. Baker & Company, supplies for 65th battalion, \$17.75; under clothing for Alberta Mounted Rifles, \$95.00.

W. C. No. 522.—I. G. Baker & Company, boots for 65th battalion, \$138.62.

W. C. No. 510.—A. P. Samples & Company, beef for various corps, \$99.45.

W. C. No. 525.—Samuel B. Lucas, supplies, \$126.84. Mr. Lucas acted under orders of Major-General Strange.

W. C. No. 519.—F. S. Stimson, advance to scouts, \$90.00; this was a Home Guard organized for their own protection. Rejected.

Approved.—A. P. C.

W. C. No. 512.—S. Watson, time lost on trips from Pine Creek, \$27.50. Rejected.

Approved.—A. P. C.

The following 13 claims for horses and mules lost, disabled and killed are rejected. The Commission are of opinion that Teamsters were sufficiently well paid to cover wear and tear and ordinary risks of service, and the laws of the Territory require glandered animals to be killed under any circumstances:

Approved.—A. P. C.

No. 514.—T. P. McHugh, horse died, \$105.

No. 517.—P. B. Cleland, mules, \$275.

No. 528.—Jas. Connolly, horse, \$150.

No. 529.—J. Flynn, mule, \$150.

No. 530.—Peter Cleland, mule, \$200.

No. 531.—Frank Levasseur, horse, \$150.

- No. 532.—C. Priddis, horse, \$75.
 No. 533.—A. Broderick, horse, \$50.
 No. 534.—S. Livingstone, horse, \$200.
 No. 535.—M. Sullivan, horse, \$150.
 No. 536.—Jos. Shannon, waggon box, \$75; horse, \$125.
 No. 537.—John Ross, horses and mules, \$2,350.
 No. 538.—A. Boyd, 2 horses, \$125 each.

W. H. JACKSON, Lt.-Col., D. A. G.,
 Chairman.

E. A. WHITEHEAD, Lt.-Col.,
 Member.

W. H. FORREST, Lt.-Col.,
 Member.

EDMUND B. HOLT,
 Secretary.

REPORT No. 68.

WINNIPEG, November 11th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 547.—Pay List Couriers between Calgary and McLeod, \$2,054.25. Recommended for payment in full to Major John Cotton, N. W. M. P., at Fort McLeod, who should be instructed to pay all stoppages to the parties entitled to them, get receipts for same, pay whatever may be due the Couriers, get their receipts on Pay List, and return the same, together with all Vouchers, to the Paymaster.

Approved.—A. P. C.

W. C. No. 564.—F. Levasseur, Calgary, for extra time and hire of team, \$75.00. This is considered to be a claim of a private nature; there is nothing to show that it is a claim against the Department. Rejected.

Approved.—A. P. C.

W. C. No. 123.—Captain E. P. Leacock (W. L. I.), previously reported on for cost of cleaning house, \$25. Having heard the explanation of Captain Leacock, who appears to have been at the time in command of the Company, and of which the Commission were not previously aware, also considering the circumstances connected with the organization of the Company, the claim is now recommended for payment in full.

Approved.—A. P. C.

W. C. No. 593.—C. W. Graham, horse hire expense, etc., while organising Winnipeg Light Infantry Corps, \$194.25, as explained by Captain Leacock. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 590.—G. L. Dodds, pickles, penches, and other extras, \$51.54; and No. 591, W. D. Perley, tent, \$9; and No. 592, Jas. P. Dill, clothing, \$21.50. All purchased for Moose Mountain Scouts. This Corps having been fully fitted out with all necessaries before leaving Winnipeg, these claims are considered to be for extras, and not chargeable to the Department. Rejected. See Supplementary Report 24th Feb., 1886.

Approved.—A. P. C.

W. C. No. 542.—D. A. Fraser, subsistence and forage, Courier service, Calgary and McLeod, \$231.75. Recommended for payment in full.

A. P. C.

W. C. No. 594.—Major George Guy, Paymaster N. W. F. Force, on behalf of staff at Winnipeg for Field allowance. Sixty days allowance has been drawn by some of the officers. After seeing the "General Order" regulating that allowance they were called upon by the principal Pay Officer, at Winnipeg, to refund, which was done by three of them; subsequently this allowance was authorized to officers and civilians, serving on the Staff, N. W. F. Force, therefore this claim is respectfully submitted for the favorable consideration of the Minister.

In abeyance.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 69.

WINNIPEG, November 11th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

The following claims are forwarded with the recommendation that they be referred to the Department of the Interior for settlement, viz.:

Approved.—A. P. C.

W. C. No. 527.—P. McGilles, steer shot, \$50.

No. 516.—A. Miles, meals for Couriers, \$206.75.

No. 512.—S. Watson, meals for Couriers, \$129.50.

No. 469.—Smith's Hotel, board, \$4.50.

No. 74.—Brown & Curry, shot, powder, etc., \$100.81.

No. 367.—D. H. Cherry, horses, etc., captured by Indians, \$370.

No. 367.—Geo. Marler, waggon, harness, etc., appropriated by Indians "Poundmaker's" Band, \$223. Mal. McRae, \$147, R. Gowler, \$331.50, Thos. Ménard, \$264, C. Holliott, \$12, John Shera, \$40, J. A. Kerr, \$50, John McConnel, \$25, Andrew W. Freeborn, \$41.15, D. Vigeant, \$162.85, F. L. Cox, \$61.60, Geo. F. Motion, \$103.75, J. Holland, \$82.52, G. Broder, \$147.50, Jas. G. Petty, \$39.85, C. Sheriff, \$53.90, W. Parzin, \$175.55, T. G. Cooney, \$68.20, Neil Brodie, \$49.80, W. F. Fish, \$83, Geo. W. N. McNeice, \$52.35, Wm. McKone, \$2, D. McLean, \$68.50, F. Westanay, \$55; Z. H. Barnes, \$59.35; T. J. McNeice, \$163.20; T. E. Hind, \$93.50.

The last 28 claims—W. C. 367, are made on account of property appropriated by "Poundmaker's" Band of Indians.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 70.

WINNIPEG, 14th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 237.—I. G. Baker & Co., freighting supplies by bull or ox teams, \$15,480. A letter under date of April 1st, 1885, from J. G. Baker & Co., to the Honorable the Minister of Militia and Defence, offering ox-teams at a certain rate per day, appears to be the document containing what purports to be the agreement, although there is nothing to show acceptance by the Minister.

No. 1. Account, \$1,260.

No. 2. Account, \$11,070.

No. 3.—Account, \$1,800. If the Honorable the Minister considered the letter above referred to a contract, and he ordered the teams into the service, as stated, the three accounts amounting to \$14,130 appear to be regular, and are recommended for payment in full.

No. 4. Account, \$1350. There is nothing to show that these six teams left McLeod or arrived at Calgary on the contrary, Mr. McGibbon states in his report, attached to the claims, that they were not reported to him; had they been so reported they would have been loaded at once; it is evident, therefore, no service was rendered, consequently this account cannot be recommended, and is rejected.

Payment approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

OTTAWA, 1st April, 1885.

Hon. A. P. CARON,
Minister Militia,
Ottawa.

SIR,

We will furnish you twenty-four ox-teams, consisting of two waggons and twelve head of cattle each, at Fort McLeod and proceed at once to Swift Current via Medicine Hat.

Each team will transport from ten to sixteen thousand pounds, according to the state of the roads.

It will take ten or twelve days to reach Medicine Hat, and if you are in a hurry for them when they reach that point, you can have them brought to Swift Current by rail. We will place the teams subject to your orders from time they leave McLeod and will charge you (\$15.00) fifteen dollars per day for the use of each team, including drivers from the time they leave that point until they return.

We will also furnish you beef at (6) six cents per pound gross, provided you require one hundred head or more and can have them delivered at any time.

We have a large stock of provisions at Fort McLeod if any required.

Very respectfully,

I. G. BAKER & CO.

WINNIPEG, 13th November, 1885.

SIR.

I have the honor to submit the following report regarding the claim of I. G. Baker & Co., for the bull teams, viz.:

1. Claim.....	\$ 1,260.00
2. "	1,1070.00
3. "	1,800.00
4. "	1,350.00
	<u>\$1,5480.00</u>

No. 1.

It seems is for time occupied on an order received early in April, but which was countermanded, and the time 3½ days for 24 yoke is charged for.

I have knowledge of the transaction, but I was told that the orders came direct from Ottawa.

No. 2.

When I arrived in Calgary these (9) teams were there, some of them being used hauling supplies from the Depot to the Fort. I had them all loaded up for Edmonton, but, owing to the want of an escort, the train did not start until 30th May, when it left for Edmonton with 69,692 pounds freight, which was as much as they could take, owing to the bad state of the roads. The amount of this freight, at 8 cts. a pound, would be \$5575.36; but Baker & Co. charge according to an agreement they told me they made in Ottawa, from the day they started from McLeod till their return to the same place.

The team returned from Edmonton to Calgary, 12th July.

No. 3.

These teams (8) arrived from McLeod in the end of May, and were at once loaded up for Red Deer, taking 81,168 pounds, at 4 cts., \$3246.72, for which a voucher was granted to J. G. Baker & Co., and which was paid by the H. B. Co. The claim of \$1800 is for the time taken to come from McLeod to Calgary and return.

No. 4.

Appears to be a claim for (6) ox-teams coming from McLeod to Calgary and return. This team did not work. It was not reported to me or I would have loaded it at once, but I never heard of its being in Calgary until I saw this account.

I would remark that no rations were furnished to these teams or the drivers, and that they delivered the goods at Red Deer and Edmonton in splendid condition.

I have the honor to be, Sir,

Your obedient servant,

ALEX. MCGIBBON.

LIEUT.-COL. JACKSON, D. A. G.,
Chairman Committee on War Claims.

REPORT No. 71.

WINNIPEG, 14th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 584.—Boulton's Mounted Infantry Supplementary Pay List, \$219.10. Recommended for payment in full.

W. C. No. 596.—Major C. A. Boulton, for contingent allowance. Although this Corps consisted of only two troops, a Paymaster has been allowed for, to look after payments; Major B. would appear, therefore, to have been placed on no worse footing than any other Corps. Rejected.

W. C. No. 597.—John Balsillie, for pay, etc., as Chief Accountant, Transport service. This claim has been already reported upon. See Report 3rd October, W. C. No. 96, Account No. 6, in which this claim is rejected.

Held in abeyance.—A. P. C.

W. C. No. 585.—Lamoureux Bros., bullet mould, \$8. The charge is excessive, as shown by remarks of officers on claim. \$4 is therefore deducted, and the balance, \$4, recommended for payment.

W. C. No. 589.—A. MacDonald & Co., gun-oil, W. L. Infantry, \$12. Assuming that these are large bottles, 75c. each is considered ample. \$3 is therefore deducted, and the balance, \$9, recommended for payment.

W. C. No. 589.—A. McDonald & Co., potatoes (W. L. Infantry), \$19. Recommended for payment in full.

W. C. No. 587.—John Cameron, hire of team, \$72. Teams were reduced to \$6 a day all over the country previous to this date, \$18 is therefore deducted, and the balance, \$54, recommended for payment.

W. C. No. 588.—F. Lamoureux, ferriage, Saskatchewan Ferry, \$10.60. Recommended for payment in full.

W. C. No. 573.—T. W. Robinson, carrying dispatches on Indian business, \$75. Recommended to be referred to the Department of the Interior for settlement.

W. C. No. 579.—Leo Gaetz, axle-grease, \$4.75. Recommended for payment in full.

W. C. No. 578.—Leo Gaetz, stationery, 65th Battalion, \$18.65. Recommended for payment in full.

W. C. No. 580.—P. McNamara, repairing boots, 9th Battalion, \$16.20. Recommended for payment in full.

W. C. No. 581, Hy. Yarlett, tent pegs, etc., \$45.50. Overcharge for pegs, \$13, deducted, the balance, \$32.50, recommended for payment.

W. C. No. 276.—John Campbell, horse killed in action, \$175. Recommended that \$100 be paid, being full amount allowable under R. & O., Par. 1004.

W. C. No. 583.—Hudson's Bay Co., 9 bush potatoes, 65th Battalion, Battle River, \$9. Recommended for payment in full.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 72.

WINNIPEG, November 17th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 510.—A. P. Samples & Co., beef for Winnipeg Light Infantry, \$65. Recommended for payment in full:

Approved.—A. P. C.

W. C. No. 604.—Lt.-Col. Peebles, Superintendent of Stores, Winnipeg, for difference between pay of rank and allowances and pay as Superintendent of Stores, \$1,066.50.

The Commission can testify to the continuous important and arduous duties performed by Lt.-Col. Peebles, and think he will be underpaid by receiving sufficient increase to come up to pay of rank, without allowances, which is only equal to the

pay of his clerk ; it is therefore recommended that \$3.50 per day be paid, making a reduction on claim of \$237.

W. C. No. 599.—Hope Hay, pay for services and horse-hire for Boulton's Corps, \$91. Recommended for payment in full. Notwithstanding Major Boulton requests that payment be made to him, it is recommended that the cheque be made to the order of Hope Hay, and sent under cover to Major Boulton.

A. P. C.

W. C. No. 115.—Sergeant Stiff, Steele's Scouts, horse taken \$150. It appears by Captain Oswald's letter and proceedings of Board, attached to claim, that the horse was taken over by the Government at Fort Pitt. Captain Oswald states he paid McCouley \$150 for the horse, and deducted amount from Stiff's pay, and as the same officer has handed \$20 to the principal Pay Officer on account of Government it is recommended that the amount of this claim \$150, and \$20, in all \$170, be paid to the Hudson Bay Co., to cover advance made by them to Sergeant Stiff and not charged in account.

A. P. C.

W. C. No. 601.—Mrs. G. Scott, meals for Boulton's Corps, \$156.30. Recommended for payment in full.

A. P. C.

W. C. No. 602.—Alex. Hamilton, Boulton's Corp, travelling expenses, \$2.50. Recommended for payment in full.

A. P. C.

W. C. No. 600.—Dr. Rolston, difference between pay of Surgeon and Assistant Surgeon, and allowance, \$165. As there were 2 Troops of Boulton's, 1 of French's, 1 of Dennis Corps, making 4 Troops to look after—equal to a Regiment of Cavalry in Canadian Militia—it would appear reasonable that a Surgeon should be allowed. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 451.—M. M. & D. A. 2526.—M. Cockerill, 91st Battalion, loss of clothing. This case was previously reported upon on 2nd November, and rejected.

W. C. No. 607.—Major E. Brisebois, pay, etc., for services as Brigade Major at Edmonton District, \$607.90. Deduct for rates overcharged \$112, the balance, \$495.90, is recommended for payment.

Approved.—A. P. C.

W. C. No. 608.—Martin Bros., Calgary, hardware supplies 9th Battalion and transport service, \$1587.60. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 408.—C. W. Graham, cartage, etc., for various corps, Winnipeg, 194.25. Recommended for payment in full.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 73.

WINNIPEG, 18th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 605.—M. M. & D. A. 2674.—Frank E. Miller, extra pay as Courier. This claim was previously reported upon and since paid. Vide W. C. 46, 22 September.

Approved.—A. P. C.

W. C. No. 611.—Mrs. Shearer, Fort McLeod, making palliasses, etc., 9th Battalion, \$48. Recommended for payment in full, and that Lt.-Col. Amyot be called upon to refund the amount to the Department, as this expense was unwarranted.

W. C. No. 577.—M. Hopp, Calgary, for balance of pay, \$18. This man received \$58 (as per copy of receipt attached to claim) in full for 29 days' pay at \$2 a day; he is, however, entitled to 4 more days at \$2, it is therefore recommended that he be paid \$8 in full of claim.

A. P. C.

W. C. No. 589.—A. MacDonald & Co., grocery supplies, W. L. Infantry, \$117.50. Deduct overcharge on cheese, \$5.90, the balance, \$111.60, is recommended for payment.

A. P. C.

W. C. No. 586.—A. MacDonald & Co., lime-juice, olive-oil, etc., for troops (for Hospital use) \$88. Deduct overcharge on oil, \$1.50, the balance, \$86.50, is recommended for payment.

W. C. No. 426.—H. J. Parker, hire of teams, Battleford Column, \$136. Recommended for payment in full; cheque in favor of Mr. Parker to be sent under cover to Mr. White at Regina.

A. P. C.

W. C. No. 24.—Winnipeg and Western Transportation Co., damage to steamer "Northcote" by fire of rebels at Batoche, \$950. Recommended for payment in full.

A. P. C.

W. C. No. 603.—Lt.-Col. Houghton, D.A.G., for services in the Field on Head Quarter Staff, \$1090.88. Recommended that he be paid at the same rate as Lt.-Col. Van Straubensee was paid at Ottawa, and would therefore request that the amount authorized be inserted in the Report before being returned for payment.

Referred to the G. O. C.—A. P. C.

W. C. No. 544.—Lawrence Lovell, Batoche, loss of sleigh, box, pole, etc., \$20, taken by other teamsters for repairs. Recommended for payment in full.

W. C. No. 494.—S. W. Trott, Calgary, drugs for Winnipeg Light Infantry, \$47.35. Recommended for payment in full.

W. C. No. 494.—S. W. Trott, drugs for W. L. I., \$23.75. Deduct overcharge, \$2.25, balance, \$21.50, recommended for payment in full.

W. C. No. 494.—S. W. Trott, drugs for 65th Battalion, \$7.75, 9th Battalion \$3.75 and Steele's Scouts, \$88.27—in all \$99.77. Recommended for payment in full. The above claims for drugs were referred to Dr. Codd, who corrected the prices, and certified to the requirements.

W. C. No. 545.—Robertson Irvine, Wolsley Post Office, N. W. T., reward for bringing in dead soldiers under fire at Fish Creek, \$10. Recommended for payment in full.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 74.

WINNIPEG, November 19th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 546.—J. G. Hargrave, wood for M. L. Infantry, \$34.75. Recommended for payment in full.

W. C. No. 609.—Manitoba Turf Club, horse shot at Batoche by rebels, \$200. The sum of \$100 is recommended to be paid, being full amount allowable under R. & O., Par. 1004.

W. C. No. 614.—Lafferty & Smith, private bankers, Calgary, for advances to Troopers of Steele's Scouts and others. The claims of these Troopers were previously reported upon and either rejected or reduced; this firm made the advances after payment had been made to the Corps by Lt.-Col. Forrest, Paymaster N. W. F. F., who paid all claims in accordance with the agreement under which they were organized; the claimants should look for payment to the parties to whom they advanced the money. Rejected.

W. C. No. 520.—North West Cattle Co., horse purchased for Mr. Costigan's use, and afterwards sold by Government Auctioneer, \$130. Recommended for payment in full.

W. C. No. 548.—Dr. S. T. Macadam, medical attendance on Indian prisoners at Fort Pitt, \$200, to be referred to the Department of the Interior.

W. C. No. 486.—Edwin Burke, horse shot by accident, \$175. This horse was shot by the teamster through careless handling of a loaded rifle. Rejected.

W. C. No. 549.—Reilly & Martin, meals and rent of orderly room, "Steele's Scouts," \$287. Deduct 7 days rent of office in July, \$35, the balance, \$252, recommended for payment.

W. C. No. 555.—J. Moss, and No. 556, N. Mayette, for bonus, \$10 each. Rejected. This is considered to be a matter entirely for the decision of the Minister.

The following seven claims are recommended for payment in full, viz.:

No. 551.—J. Mayette, swimming horses at Red Deer, \$3.

No. 553.—J. Moss, hauling lumber, \$3.

No. 552.—H. C. Cornell, meals for Teamsters, \$10.

No. 558.—W. Mayette, transport service, Calgary and Edmonton, \$216.

No. 557.—J. Brewster, transport service, Edmonton, Calgary and Fort Pitt, \$808.

No. 559.—J. Kelly, transport service, Calgary and Fort Pitt, \$1212.

No. 554.—W. Bliss, Herder Convoy No. 2, \$339.50.

Report approved.—A. P. C.

W. H. JACKSON, Lieut.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lieut.-Col.,
Member.

W. H. FORREST, Lieut.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 75.

WINNIPEG, November 20th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 618.—Lieut.-Col. Montizambert, command pay, \$278.75. The G. O. Comdg. has intimated that it was not the intention to deprive Commandants of permanent Corps of their command pay while on active service. This Claim is therefore recommended for payment in full.

W. C. No. 617.—James Simington, horse injured, \$180. Rejected. All Teamsters were sufficiently paid to cover wear and tear and ordinary risks of service.

W. C. No. 5.—Van Allan & Agur, balance of account for teaming gear, \$65. When the original claim was first reported upon by the Commission, the prices were reduced to accord with wholesale prices of local dealers, but on subsequent enquiry it is found that these articles were made in Winnipeg at an extra cost, and expressly for the service for which they were purchased. This claim is therefore recommended for payment in full.

W. C. No. 492.—John Ellis, Calgary, rent of house for boarding men, \$72. Deduct overcharge of \$1 per day, \$36, as Mr. McGibbon in charge of that base considered \$1 a day ample, the balance, \$36, is recommended for payment.

W. C. No. 508.—I. G. Baker & Co., seamless sacks, Steele's Scouts, \$7. Recommended for payment in full.

W. C. No. 569.—A. R. Gerald, Calgary, meals, \$91. Deduct \$29, which should be paid by Supply Officer Tucker, as he received pay per day at the time to cover subsistence. The balance, \$62, is recommended for payment.

W. C. No. 521.—H. C. Cornell, Calgary, meals for 9th and 65th Battalions, \$70.50. Recommended for payment in full.

W. C. No. 566.—Parish & Co., Calgary, potatoes for Hospital, \$114.30. Recommended for payment in full.

W. C. No. 570.—H. S. McLeod, Calgary, meals for various Corps, \$323. Deduct \$91.50, amount of items for Mr. Ellis and Couriers for which the Department is not liable (per Mr. McGibbon's memo attached to claim), the balance, \$231.50, is recommended for payment.

Meals for "Couriers."—No authority for this, and should be rejected. The Couriers had no claim on Militia Department, at this time, for meals.....\$80.00

Meals for Mr. Ellis.—Should be paid for by himself, as he was told, same as Tucker, that board would not be allowed..... 11.50 \$91.50

\$323.00

A. M. G.

W. C. No. 582.—Rev. John McDougall, tent for Steele's Scouts and personal outfit, \$70.50. Deduct articles disallowed (as per memo on claim, one rifle and two pairs blanket s), \$41; the balance, \$29.50, is recommended for payment.

W. C. No. 491.—S. Scarlett, Willow, horse hire and feed for Couriers, \$129.50. This appears to be a claim against Mr. Cunningham, Conductor, for Courier Service, who received \$100 per day and should pay this claim. Rejected.

W. C. No. 567.—John McLaughlin, Calgary, beef for herders, \$23.70. Recommended for payment in full.

W. C. No. 567.—John McLaughlin, for services as Veterinary Surgeon to Convoy, Calgary to Edmonton. A Veterinary Surgeon was not required on any other trail and should not have been on this. Rejected.

W. C. No. 475.—W. R. Sinclair, beef for Lieut.-Col. Otter's Column, \$49.95. Recommended for payment in full.

Report approved.—A. P. C.

W. H. JACKSON, Lieut.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lieut.-Col.,
Member.

W. H. FORREST, Lieut.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 76.

WINNIPEG, 23rd November, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

Extract from Report of 22nd October, 1885 :

"W. C. No. 308.—John Stewart, transport service. 4 accounts: No. 1, \$80; No. 2, \$480; No. 3, \$660.45; No. 4, \$20,406.75; in all, \$21,627.20. Deduct amount already paid on account, \$7791.28, leaving a balance due of \$13,835.92, which is assigned to McArthur, Boyle & Campbell, Winnipeg. The rates charged being according to contract, the balance due is recommended for payment."

Approved.—A. P. C.

In connection with the above Report, the Commission now desire to say that after having heard a large amount of evidence under oath on the subject of freighting and contracts, they are of opinion that John Stewart had no interest or collusion with Officers of the Transport service, or contractors to the detriment of the Government. As this payment has been withheld for several months, doubtless causing inconvenience and loss to Mr. Stewart, the Commission would most respectfully recommend payment without further delay.

W. H. JACKSON, Lieut.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lieut.-Col.,
Member.

W. H. FORREST, Lieut.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 77.

WINNIPEG, November 24th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 598.—“Boulton's Mounted Rifles,” for allowance in lieu of kit, \$25 per man = \$2,750. The Commission find that when the Corps was organized, on the 1st April, clothing for 60 men was procured on Government account from the Hudson's Bay Co., consisting of riding breeches, moccasins, overshoes, tweed shirts, and men's rubbers; on 10th April, one peajacket, 3 waterproof coats and one pair breeches; on 19th May, after the G. O. C. authorized an increased number of men, the following articles were also supplied 30 pairs of winter boots, 12 waterproof coats 30 duck blouses (double-breasted), 30 pairs cloth trousers, 40 forage caps and 4 towels, thus showing the men were liberally supplied for the very short service, and as the articles were not of a military pattern they have been retained by the men. Under the circumstances payment cannot be recommended. Rejected.

Approved.—A. P. C.

W. C. No. 620.—Peter Fair, 14½ days Transport service, \$130.50. This is not a Departmental matter, but should be settled between the Contractors and Teamsters, same as W. C. No. 10, Hugh Kidd and others. Rejected.

Approved.—A. P. C.

W. C. No. 622.—Donald McLeod, for horses taken by Indians or Rebels, \$245. To be referred for settlement to the Department of the Interior.

A. P. C.

W. C. No. 623.—J. Coleman, Edmonton, 13 seamless sacks, \$6.50. Recommended for payment in full.

A. P. C.

W. C. No. 624.—Matthew McCauley, Edmonton, 9 seamless sacks, \$4.50. Recommended for payment in full.

A. P. C.

W. C. No. 625.—Lamoreaux Brothers, Fort Saskatchewan, ferriage, \$6.40. There were no Troops or Teamsters in the neighborhood at the time; must be a private matter, as per remarks of Strachan attached. Rejected.

A. P. C.

MEMO.—The attached claim I consider wholly a personal matter of Dr. Tosfield's, and could not be entertained.

J. K. S.

W. C. No. 627.—F. Greenwood, horse died, \$150. Teamster sufficiently paid to cover wear and tear and ordinary risks of service. Rejected.

A. P. C.

W. C. No. 628.—Leslie Woods, settler's claim for goods taken, \$32.50. To be referred for settlement to the Department of the Interior.

A. P. C.

W. C. No. 616.—E. S. Andrews, Saskatoon, horse taken by Field Hospital Corps, \$150. This horse was left by Dr. Roddick at Moosejaw, and was sold on behalf of Government by Mr. Metcalf, auctioneer. Lt. Dixon, Staff Officer at Moosejaw, confirms this statement; \$100 is therefore recommended to be paid, being full amount allowable under R. & O., Par. 1004.

See Supplementary Report, 27th November.—Since rejected.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 78.

WINNIPEG, 26th November, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

Extract from Report of 4th November: "W. C. No. 459.—Hudson's Bay Co., "for rent of buildings at Edmonton, \$500. Several hundred dollars having been "spent in repairing the building by the Government, and being now rented to the "North-west Police; and Mr. Strachan having examined the property and reported "the facts, it is considered \$50 per month is sufficient remuneration; \$250 is there- "fore deducted, and the balance, \$250, recommended for payment."

Approved.—A. P. C.

The Accountant of the Hudson's Bay Co. having written upon the above award, under date of 23rd November, 1885, requesting that his letter be forwarded to the Department, which is herewith enclosed, the Commission desire to say Mr. J. K. Strachan, who has lived in this part of the country for some years, and who was sent to clear up the stores at various points on the Edmonton Trail and hand some over to the Indian Department, has sufficient knowledge of the value of property to ensure respect for his opinion. He states the large amount of repairs put upon an old dilapidated boat-house, to convert it into a hospital, and charged against the Government, leaving the building in good condition for the N. W. M. Police, now in possession, are of sufficient value, with the \$50 per month awarded, to cover full rental of the property. A considerable sum has also been awarded for cleaning up the premises after the Troops evacuated. Prospective damages cannot be entertained by the Commission, as it is generally understood the stagnation in trade and the unsettled state of the country were such that, had it not been for the influx of Troops and expenditure by Government, business transactions would have been merely nominal. The Commission cannot therefore make any further recommendation in the case.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 79.

WINNIPEG, November 26th, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 630.—Thos. W. Gravely, for drill instruction 91st Battalion during organization, \$9.60. Recommended for payment in full.

W. C. No. 632.—W. R. Dickson, meals and transport, \$22. Recommended for payment in full.

W. C. No. 612.—F. F. Tims, ferriage at Saskatchewan Landing, \$15.30. \$5.35 deducted, as per rates allowed by men, tariff of the North-west Council in force since the 1st September, 1885, the balance, \$9.95, recommended for payment.

W. C. No. 11.—M. M. & D. A. 2,274.—Letter and printed statement respecting raid by Indians on Transport teams. This docket, not being further required for reference, to be returned to Headquarters.

W. C. No. 286.—Sanderson & Looz, Edmonton, shoeing horses, \$65, \$125, and \$5.50, in all \$195.50. Deduct overcharges, \$62.00, the balance, \$133.50, is recommended for payment.

W. C. No. 343.—Mrs. Lennire, Edmonton, shoeing horses, \$113.50. Deduct overcharge, \$38, the balance, \$75.50, is recommended for payment.

W. C. No. 464.—John Morrow, Edmonton, shoeing horse, \$5. Deduct overcharge, \$2, the balance, \$3, is recommended for payment.

W. C. No. 500.—G. Constantine, Calgary, shoeing horses, \$138. Deduct overcharge, \$52.25, the balance, \$85.75, is recommended for payment.

W. C. No. 562.—W. Byers, Calgary, shoeing horses, \$206.50. Deduct overcharge, \$39.34, the balance, \$167.16, is recommended for payment.

Information as to the ordinary rates for horse-shoeing at Edmonton and Calgary was obtained from Mr. G. C. King of Calgary, and Mr. A. MacDonald of Winnipeg, who has business connections at Edmonton and surrounding district. Guided by this and other information the Commission have reduced these claims to accord with the following rates, viz., for Edmonton, 75c. a shoe for new shoes, and 50c. a shoe for a reset; at Calgary, 62½c. a shoe for new shoes, and 40c. a shoe for a reset.

Report approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 80.

WINNIPEG, 27th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 560.—Ferguson & McDonald, for loss of two mules, waggon and harness, while assisting to haul ferry at Saskatchewan Landing, \$975. Item for compensation for loss of time, \$325; disallowed, also deduct on valuation of mules,

\$125, and on waggon \$10, in all, \$460; the balance, \$515, is recommended for payment. See affidavits attached regarding loss and value of mules, harness, etc.

Report approved.—A. P. C.

WINNIPEG, Friday, 27th November, 1885.

Sworn testimony regarding a pair of mules lost belonging to Ferguson & McDonald.

John Olsen, of Winnipeg, employed as teamster by Ferguson & McDonald during late rebellion, testifies:

The mules were drowned while assisting the ferry at Saskatchewan Landing; they were 4 or 5 years old, the best team in the outfit; weighed about 1300 lbs. each; \$600 was paid for them; they were light-colored, rather yellow, just a little spotted.

James McLaughlin, of Winnipeg, Contractor, testifies:

Sold a pair of mules to Ferguson & McDonald, about July, 1884. White spotted mules, about 5 years old. They paid \$640 for mules, harness and waggon. The bargain was \$600 for mules and harness. It was cash and part note at six months. Mules are worth more at 7 or 8 years of age than they are at 5 years. The harness would be worth about \$25, the double set.

Manitoba, }
County of }
Selkirk. } In the matter of the North-West Field Force.
To Wit: }

I, John Olsen, of the City of Winnipeg, in the County of Selkirk, Teamster, do solemnly declare:

1.—That I was employed by Messrs. Ferguson & McDonald as their Teamster during their contract with the Hudson's Bay Co., in connection with the North-West Field Force of this present year.

2.—On the 7th day of May last the Transport Officer at Saskatchewan Landing ordered the team of mules which I had charge of, for the said Ferguson & McDonald, under the said contract, to assist in hauling the ferry to the opposite shore, from where the said team then was, and while carrying out the said instructions the said team were lost through drowning.

3.—A speight waggon attached to the said mules was also then lost as well as the harness then in use.

4.—The said mules were purchased from one James McLaughlan more than a year ago.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled: "An Act for the suppression of voluntary and extra-judicial oaths."

Declared before me at the City of Winnipeg, in the County of Selkirk, } J. OLSEN.
this 9th day of November, A. D. 1885.

G. W. BAKER,
A Notary Public.

Manitoba, }
County of }
Selkirk. } In the matter of the North-West Field Force.
To Wit: }

I, James McLaughlan, of the City of Winnipeg, in the County of Selkirk, Contractor, do solemnly declare:

1.—I know Hugh Ferguson, of the said City of Winnipeg, Contractor.

2.—In or about the month of July, 1884, I sold to the said Ferguson two mules and harness for the price or sum of six hundred dollars, which amount I duly received from him.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the Act passed in the thirty-seventh year of Her Majesty's reign, intituled: "An Act for the suppression of voluntary and extra-judicial oaths."

Declared before me at the City of Winnipeg, in the County of Selkirk, } JAS. McLACHLAN.
this 11th day of November, A. D. 1885.

G. W. BAKER,
A Notary Public.

W. C. No. 636.—James Wright, labor at Swift Current, for protection of supplies, \$6.25. Recommended for payment in full.

A. P. C.

W. C. No. 637.—Lieut.-Col. Montizambert, for command pay, \$527.50. Deduct amount already recommended (see W. C. No. 618, report of 20th November), \$278.75; the balance, \$248.75, is recommended for payment, in accordance with the principle approved of by the G. O. C. and stated on claim.

Approved.—A. P. C.

Referring to claim No. 616, E. S. Andrews for horse taken, \$150. Recommended for part payment on 24th inst; Mr. Metcalfe, the Government auctioneer, came in and stated that he had since discovered that the said E. S. Andrews *had no claim* to the horse, as it was a Dominion Land horse, and of course belonged to the Government. It is therefore now recommended that payment be withheld.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt. Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 81.

WINNIPEG, 28th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 638.—A. G. Hamilton, wages of teams, 11th to 23rd June, while on transport service, Swift Current to Battleford, \$120. This is not a charge against the Department, but should be settled between Contractor and Teamster, same as W. C. No. 10, Hugh Kidd and others. Rejected.

Report approved.—A. P. C.

W. C. No. 619.—Yorkton, militia for meals, pay, etc., \$65; recommended for payment as follows, viz: Private John F. Reid for meals supplied \$13.75 and 8 days' pay, \$4. Privates W. Reid, Robt. Sinclair and James Sinclair, 8 days pay each at 50c.—\$4 each. Col. S. V. H. B. Tydd, and acting Q. M. Sgt. J. M. R. Neelee, 17 days pay each at 75c.—\$12.75 each, and Sgt. J. Wilbury, 13 days, pay at 75c.—\$9.75, making a total of \$65,—see letter of Major T. Charles Watsor, attached to claim.

OTTAWA, 25th November, 1885.

SIR,

In reply to your letter of the 22nd instant, asking me to report upon claims for meals, pay, etc., from John F. Reid, W. Reid, Robt. Sinclair and James Sinclair, late of the Yorkton Militia. I have the honor to state for the information of the Commission that I did not recommend payment of the sum of \$13.75 to John F. Reid for meals supplied men sent out to protect his home and property, as I, at the time, considered the charge excessive. Since then, I have made enquiries and my Acting Quarter-Master Sergeant informs me that, in obedience to my orders, rations were issued to the men detailed for this duty for one day, but, owing to circumstances, the men had to remain in the neighborhood for two days, hence the charge, as they were at J. F. Reid's house, and he supplied the meals. As regards paying the men named, I should like to see it done, and not only the four named, but others as under, viz:

Color Sergeant H. B. Tydd, Broadview Asso., 1st to 17th June, at 75 cts. per diem..... \$12.75

Act'g. Qr.-Mr. Sergeant J. M. R. Neelie, P. O. Broadview Asso., 1st to 17th June, at 75 cts. per diem.....\$12.75

Sergeant J. Welbury, Yorkton Asso., 1st to 13th June, at 75 cts. per diem..... 9.75

I stopped the pay of these Non Commissioned Officers and men for June, as per pay list for that month, on account of stores lost; but, considering the nature of the duty these men had to perform, and that the articles were lost whilst on actual service, if possible I should be pleased if the Commission favorably entertained their claims.

The amounts so deducted have been placed through Lieut.-Col. Jackson, D.A.G., to the credit of the Department of Militia and Defence.

I herewith return the papers sent to me.

I have the honor to be,
Sir,

Your obedient servant,
T. CHARLES WATSON.

To the Secretary N.-W. Claims Commission,
Winnipeg, Man.

W. C. No. 635.—Captain E. P. Leacock, travelling expenses of Surgeon Pennefather disbursed by him, \$10. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 634.—Captain E. P. Leacock (W. L. Infantry), for allowance in lieu of forage, \$90. The parade state shows battalion had no horses during the period for which this forage allowance is claimed. Rejected.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 82.

WINNIPEG, 30th November, 1885.

WAR CLAIMS COMMISSION.

SUPPLEMENTARY REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 34.—John Cottingham, correspondence respecting his claim for saddlery, etc., supplied Steele's Troop. This claim was reported upon on 14th September. It is now recommended that the original vouchers be sent to Captain Oswald, Winnipeg, with instructions to refund to the Department the \$50 advanced there; pay balance of money which he holds to Cottingham, and advise Cottingham to collect the remainder of his claim from Major-General Strange or Major Steele, as they were responsible for their own saddlery and outfit. See Captain Oswald's letter attached.

Approved.—A. P. C.

W. H. JACKSON, Lt.-Col., D.A.G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 83.

WINNIPEG, 30th November, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 508.—J. G. Baker & Company, blankets for Alberta Mounted Rifles, \$98. Recommended for payment in full.

Approved.—A. P. C.

W. C. No. 639.—A. B. Perry, Superintendent N. W. M. Police, for difference in pay between Inspector N. W. M. P., and Major of Militia, \$222; Supt. Perry was in command of a Detachment of Mounted Police, as was his duty, and for which he is retained in the North West Territories. There is nothing to show that Lt.-Col. Smith or Major-General Strange had authority to appoint or promote officers. In this case Mr. Perry appears to have assumed the rank of Major, which doubtless did an injustice to officers who had been appointed by the Honorable the Minister. Furthermore, the force was not sufficiently large to warrant an additional number of Staff Officers, consequently the claim cannot be recommended. Rejected.

A. P. C.

W. C. No. 640.—The Winnipeg and Western Transportation Company, transport of 1 man and stores, \$24.30. Recommended for payment in full.

A. P. C.

W. C. No. 468—Jos. House, Edmonton, barley and sacks, \$20. Recommended for payment in full.

A. P. C.

W. C. No. 346.—Wm. McDonald, Edmonton, 10 days services as special Scout, \$50. Recommended for payment in full.

A. P. C.

W. C. No. 338.—J. Edmonton, Edmonton transport service, Calgary and Beaver Lake, \$150. Reduced to \$5 a day per team, as at that date all teams had been dismissed and re-engaged at \$4.50 to \$5 a day on other Trails; taking off \$25, the balance, \$125, is recommended for payment.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 84.

WINNIPEG, December 1st, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 643.—M. M. and D. A. 2773.—John Lewis, late W. L. Infantry, for amount of pay, withheld from him by Paymaster Leacock, \$15.75. Paymaster Leacock made a refund of \$25 on 5th November, to cover extra rations drawn by the Winnipeg Light Infantry, purchased at Calgary and other points, and charged to the Department.

It is presumed these accounts have been paid or reported upon by the Commission for payment, consequently the money should be retained. Major John Lewis claims that \$15.75 was deducted from his pay, and Captain Pillsworth claims that \$12 was deducted from him in like manner, making a total retained by Paymaster Leacock of \$27.75, while he refunded to the Department only \$25. If these rations (butter and other luxuries) were used by the officers generally, a fair assessment should be made on all, and the two Officers above named (Major Lewis and Captain Pillsworth) reimbursed proportionately. The matter appears to be purely regimental, and does not come within the scope of the Commission, but it is respectfully recommended that the officer commanding the Corps be instructed through the District Staff to make such settlement with the officers by assessment or otherwise as will cause each to bear a fair proportion.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

REPORT No. 85.

WINNIPEG, 2nd December, 1885.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. No. 561.—John Ross, jun., for loss of mules and freighting of supplies, \$8137; item No. 1, loss of mules, \$2000; already reported on and rejected. See W. C. No. 537; report of 11th November.

A. P. C.

Item No. 2.—For hire of teams, \$1928; having had sworn testimony that these teams were on service, but omitted to be entered in transport books at Calgary, the Commission are satisfied the service was performed. This item is therefore recommended for payment in full.

A. P. C.

Item No. 3.—For hire of 15 single teams, \$5208; this item was settled by Voucher No. 629, for \$3024, and paid by the Hudson's Bay Co., being the rate per day agreed upon at \$6 and \$9, whereas Mr. Ross now claims pay at the rate of \$8 and \$12. for same period, contrary to agreement with Mr. McGibbon, therefore this item for the difference \$2184 is disallowed and rejected.

A. P. C.

Item No. 4.—Railway transport on teams from the Mountains to Calgary, \$2025. As there is no mention of Railway transport in the contract, payment cannot be recommended. Rejected.

A. P. C.

W. C. No. 644.—Dr. Haggerty, for horse shot, \$150, and extra pay for services, \$15, in all, \$165. There is no proof or proper certificates, but the horse appears to have had glanders, and was, on that account, shot. With regard to extra pay, there is nothing to substantiate the claim. Rejected.

A. P. C.

W. C. No. 117. Letter from Lt.-Col. Smith, W. L. Infantry, respecting claim for road making and boat building. The secretary will inform Lt.-Col. Smith of the previous report on this claim, showing how and why the reductions were made. The letter is forwarded for the information of the Minister. The Commission cannot make any further recommendation in the matter.

A. P. C.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

WINNIPEG, December 1st, 1885.

SIR,

I have the honor, in reference to war claim No. 117 for the Winnipeg Light Infantry, as noted to me in Major Guy's letter of the 11th ultimo, under the headings:

No. 1.—For boat-building \$111.75.

No. 2.—Pay List, road-making, \$721.00.

No. 3.—Road-making, \$169.50.

of which the first was reduced and the two latter rejected, respectfully to ask that the Honorable the Minister of "M. and D." will be pleased to reconsider his decision on these claims on the following grounds:

1st. That the rates were authorized, and the men employed by the immediate authority of Major-General Strange at the time commanding the Alberta Field Force.

That the rates were fixed at different amounts, in accordance with the rank of the men employed.

In the reduction, therefore, made in the first instance, beyond the fact that the parties employed would not receive the amount which it was agreed they were to be paid, it would be impracticable without knowing the causes which led to the reduction of \$63.25 in this claim, properly to apportion the amount authorized, as shewn by Major Guy's letter above alluded to; I therefore returned a cheque for \$48.50, which Major Guy had forwarded to me in settlement of the pay-list in question.

2nd. With reference to pay-lists 2 and 3, I would respectfully point out for the Minister's consideration that the parties employed were not ordinary roadmaking fatigues, but specially detailed parties of skilled workmen who were detached from the regiment under my command and placed under the charge of a Staff Officer appointed by Major General Strange.

That although classed as road-makers they were practically bridge-builders and skilled axe men, not constructing a mere temporary road for the passage of their own regiment, but making a good and practicable road not only for the column to which their corps was attached and for supplies, but for the general purposes of the campaign.

That the work was most excellently performed, and proved of the greatest value for the whole force which subsequently used it.

That a serious discontent exists, in what the men employed, rightly or wrongly, consider a grievous injustice, in that they were employed by the Major-General commanding the Column at certain authorized rates and that payment is now largely reduced, in some instances, or in others wholly rejected. Under these circumstances I have deemed it my duty again to bring forward the question for consideration.

I have the honor to be,
Your most obedient servant,
W. OSBORNE SMITH, Lieut.-Col.,
Commanding Winnipeg Light Infantry.

LIEUT.-COL. JACKSON, D.A.G.,
President of Commission on War Claims,
Winnipeg.

REPORT No. 86.

COMMISSION ON WAR CLAIMS.

WINNIPEG, December 5, 1885.

The Honorable Sir. A. P. Caron, K.C.M.G., Minister of Militia and Defence, having instructed the Commission to enquire into, and report upon the alleged frauds in connection with the supply and transport service, during the late rebellion in the North West Territory, with the view, if possible, to ascertain the facts; twenty (20) witnesses were subpoenaed, and examined, and their evidence taken upon oath; every effort having been made to elicit the truth. Much had been said through the public prints, as well as by general rumor, the truthfulness of which may be judged by the evidence, which is attached, and upon which this report is based; consequently, any errors in judgment can be corrected by reference to the papers.

The service was exceptional, and as no organization existed in the country, whose duty it was to undertake the work, the service of civilians and others, who were available, were employed, with the view of facilitating rapidity of movement, in order that the rebellion might be stamped out in the shortest possible time; consequently under the circumstances it might not be unreasonable to make considerable allowance for slight irregularities, particularly as all appeared to have been imbued with the one object of rendering every possible assistance.

That contractors, and the people generally, were exorbitant in their demands, no person need deny, but those who are wise after an event, if placed in similar positions, would not in all probability have shown a different record.

The floating rumors having finally culminated in a letter, hereto annexed, addressed to two of the Commission, containing what may be called Twenty-nine (29) charges, and as the Honorable the Minister had expressed a wish that these should be thoroughly investigated, the Commission most respectfully submit the following report on each article or charge separately.

1st. The tender of John Stewart was for three (3) different trails, on the 19th May. General Laurie accepted the offer for the Moose-Jaw trail, his offer being the lowest; this contract subsequently approved by Lt.-Col. Whitehead.

2nd. Major W. R. Bell appears to have attempted to induce Stewart to throw up the contract he had secured, and accept a share with Bell and others in the contracts covering all the different trails; a memorandum of this matter was signed by W. R. Bell and John Stewart, at Qu'Appelle, on 21st May (See Exhibit R.). Stewart swears that his object in signing this paper was to get Bell to recognize the contract he had made with General Laurie but not with the intention of carrying out the terms of the memorandum. After this, Stewart frustrated the attempt to ship at Moose-Jaw in the name of Ross and Riddle, which was done while Bell was at Moose-Jaw, on the 27th or 28th May. J. L. Lewis' conversation with, and telegrams to, Stewart show an attempt was being made to secure Stewart's contract for others.

3rd. It is admitted W. E. Jones, Chief Clerk of transport under Bell, went to Saskatchewan Landing, and shipped about 90 tons for Battleford. Bell swears this was to protect the Government, and to prevent a stoppage in the forwarding of supplies, pending the acceptance of tenders for freighting, by the tonnage system. Jones swears he went there and engaged the teams at \$70 per ton, expecting he was to have the contract, which Bell had promised to get for him if possible in recognition of his services as clerk, and there is no reason to doubt Bell knew the stores could be hauled for \$70 per ton as arranged by Jones, when he offered the contract to Thomas Howard at \$125 per ton, less \$10 for feed for teams. There is no date showing when Howard accepted this contract, or when approved by Lt.-Col. Whitehead.

If Howard has not been charged for the forage, \$10 per ton should be claimed on all stores freighted, and the question of charging for the forage and rations consumed during the detention of teams for about twelve days, at the Saskatchewan Landing, should be considered, more particularly as the profits have been \$45 per ton, after deducting \$10 for forage.

The peculiarity of this contract is, Bell wrote Howard in letter form offering him the contract at above prices; Howard accepting on bottom of letter, which was made to answer for a contract; so it appears no tender was made except Stewart's to General Laurie, which was higher than the amount paid.

4th. No bills of lading appear to have been issued at Saskatchewan Landing in favor of Bell, Lewis & Co.

5th. Major W. R. Bell admits he forwarded (80) teams from Qu'Appelle to Swift-Current for that contract, because the contractors there refused to release the H. B. Co. from the day rate engagement; but Thomas Howard's evidence shows there were plenty of teams there willing to work. The charges for the transport of these teams should be refunded either by Bell or Howard, Lt. of Whitehead having struck free transport out of the contract before approval.

6th. There appears no doubt Thomas Howard made a contract which was approved by Col. Whitehead, on the 4th or 5th June; Kelly swears the negotiations closed on the morning of 6th June; Howard proceeded to Saskatchewan Landing, reaching there on or about the 10th or 11th of that month, to carry on the work; he relieved Jones, took bills of lading in his own name, and also assumed all that had been shipped by Jones; this he swears was the condition on which he took the contract. Howard also says he paid the teamsters who performed this part of the work.

7th and 8th. Tenders were advertised for to be received on the 5th June; a contract was entered into between Bell and Thomas Howard, dated Qu'Appelle, 3rd June, in form of a letter from Major Bell; this, if mailed on the 3rd, could not reach Winnipeg before the evening of the 4th; in all probability this was approved by Lt. Whitehead on the 5th, or early on the morning of the 6th, as stated by Kelly; the object being, as explained in Lt.-Col. Whitehead's evidence, to prevent any detention of supplies moving forward, and to change to the tonnage system, pending the decision of the Minister, to whom the tenders received on 5th June were forwarded.

9th and 10th. John Stewart was telegraphed to by Lt.-Col. Whitehead, on 8th June, cancelling his contract. Thomas Howard and Bell and Lewis continued to freight, but not from Moose-jaw to the Elbow and Clarke's Crossing, trails which had been covered by John Stewart's contract, their contracts being from Saskatchewan Landing to Battleford, and Qu'Appelle to Clarke's Crossing, respectively.

11th. There is no evidence to show that Lt.-Col. Whitehead gave a contract to a personal friend, for 20 head of cattle, without tenders, and at a loss to the Government. A contract was entered into on the tender of one J. H. Harris, for 20 head of cattle, to be delivered at Battleford, at 16c. per pound dead weight, one cent less than was being paid there by the troops under a former contract. The herd was so small, few would undertake the drive of about seven hundred miles for the amount of profits realized. \$413.12 was deducted from the claim for loss in weight during the drive. Mr. H. S. Musterman, to whom the contract had been assigned, declined to accept the sum tendered, but has since consented to do so.

12th. Bell and Lewis were paid in accordance with the terms of their contract, which was the lowest offer, and in letter form from W. R. Bell. Rates were falling daily, but no such excess as stated could have been paid, John Stewart's tender being \$10 per ton higher.

13th and 14th. Major W. R. Bell was a member of the firm of Bell & Lewis or Bell Lewis & Co., for a short time. His sworn evidence shows he withdrew about the 4th or 9th June, pursuant to orders from General Middleton. Lt.-Col. Whitehead certified and recommended payment, but not until after the date Bell swears he had nothing to do with the firm.

15th. As before stated Bell or his clerk Jones, did superintend the shipping for Bell, Lewis & Co., from the 22nd May, to the 4th or 9th June, when C. H. Fox was sent by Jno. L. Lewis to take over the work; he appears to have made his first shipment on or about the 9th June.

16th. Major W. R. Bell hired and loaded the teams for this contract during the 22nd May, and up to or about the 4th or 9th June, as before stated; there is no evidence to show rotten hay was loaded.

17th and 18th. Major W. R. Bell did sign an agreement on the 21st May with John Stewart, for the purpose of sharing the profits in freighting over the several trails. Stewart swears he entered into this agreement for the purpose of getting Bell to recognize his contract with Major General Laurie, but made no further effort to carry it out, in fact declined to do so; this frustrated Bell's design. The telegrams and correspondence (Exhibits A. to R., John Stewart's evidence), particularly a note written by Bell at Moose-jaw, May 27th addressed to "my Dear Stewart," in which he says he "has quite cleared himself with the General, and laid a foundation for a good thing," shows Bell was trying to manipulate the various contracts for his own benefit. These very urgent telegrams and letters passed immediately after Bell's visit to Winnipeg, about the 19th or 20th of May.

19th. The evidence goes to show Bell did cause Stewart trouble about the Moose-jaw contract. A clerk was sent up from Qu'Appelle with shipping bills written in with the name of Bell, Lewis & Co., as contractors. As soon as Stewart discovered this he took steps and had it discontinued.

20th. The evidence shows that John L. Lewis is one of the firm of Bell, Lewis, Yates & Walsh, coal merchants, Winnipeg, and not an employée.

21st. There appears to have been an impression Bell, Lewis, Yates & Walsh were the contractors, but Bell's evidence shows they were not.

22nd. There is no evidence to show any person received the profits of the contract except Jno. L. Lewis. The transactions were not shown in the books of Bell, Lewis, Yates & Walsh, although the receipts were deposited to their credit in Bank of Montreal, and chequed out by Jno. L. Lewis, who is the managing-director of the firm.

23rd. Teams were sometimes reloaded at Humboldt with sufficient to make up what were left off for the use of the troops at that station, or with stores left by broken down teams. This was quite legitimate and no loss to the Government, except so far as the supplies were issued for the subsistence of the men and teams of Bell Lewis & Co., which the Commission think should have been issued at Qu'Appelle station, and conveyed by the teamsters free to the Government.

24th. There is no evidence to show irregularities in the payment of teams.

25th. It appears Major Bell had an interest in some of the teams, nine of which were paid for at \$10 per day, to Bell personally by the H. B. Co., on Pay Roll No. 7, as shown in statement No. 4, H. B. Co. account July 6th. He also had about 20 horses and carts, but there is no evidence to show he had a silent interest in the profits of teams.

26th. The teams of the Qu'Appelle Valley Farming Co. received \$10 per day for a long period; those with General Middleton's Column until the close of the campaign. Bell's excuse for not reducing the pay of these teams was, that as the teams had to return to Qu'Appelle, before a reduction could be made, the troops would be interfered with; but as teams working at the reduced rate were constantly

going to and from the front, a change could have been effected at any time without disarranging the services. As teams with the troops frequently made long halts, their work was not so laborious as those moving continuously on the trails; consequently the rate per day should have been reduced as soon as the price fell to \$6.50, or at the time S. L. Bedson, transport officer with General Middleton, telegraphed, April 8th, to Bell that not more than \$8 per day was to be paid for teams then being engaged (and sufficient days added to enable teams to return). On or about the 11th April teams were engaged at \$6.50, per diem.

27th and 28th. About 1003 tons of hay, in addition to 49 tons not yet paid for were delivered (vide Exhibit "A" in evidence of William Clarke, Factor H. B. Co.). Bell says there was a written contract between Alex. McDonald, H. B. Co.'s Agent at Fort Qu'Appelle, and himself, as Manager of the Qu'Appelle Valley Farming Co., for 500 tons at \$20 for loose and \$22 for pressed and double wired. Wm. Clarke, Factor, says there was only a verbal contract; subsequently Mr. Clarke, on behalf of the H. B. Co. as agents of the Government, entered into an agreement with Major Bell, as a personal contractor, for pressed double wired hay at \$25 per ton. W. J. Boyle, President of the Qu'Appelle Valley Farming Co., says the Company delivered less than 300 tons. As 1003 tons were delivered and paid for, not less than 703 tons must have been on Bell's private account. Exhibit "A" shows that he was paid by the H. B. Co. \$10,732.85, Beecher says, \$9,179.35; but if the Farming Co. delivered only 300 tons, Bell must have received individually fully \$6,842.15 more.

Wm. Clarke's evidence shows \$25 per ton was paid Bell for what he delivered on his personal account. As the price at Qu'Appelle was from \$12 to \$15, the latter sum may be taken as the outside average, when pressed and double wired, showing a net profit to Bell of \$10 per ton. Deduct 300 tons from the 1003 delivered and paid for, leaves 703 tons on Bell's private account, showing a profit of \$7030; in addition the commission on the 703 tons to the H. B. Co. would amount to \$908.75.

Bell being Assistant Transport Officer, under S. L. Bedson, his appointment having been, he says, confirmed by Field Orders, also Manager of the Qu'Appelle Valley Farming Co., as well as private Contractor, might, without feeling he was influenced by personal interests, deliver, receive and forward more hay than was actually necessary, causing loss to the Government, as at Clarke's Crossing, where there were several hundred tons unused and useless.

Captain H. Swinford, who claims to have been Chief Commissariat Officer at the base lines, is Secretary and Treasurer of the Winnipeg and Western Transportation Co., which may be considered a branch of the H. B. Co., or it is at all events controlled by that institution. This officer may have ordered, accepted and forwarded a greater quantity of hay and other stores than the strength of the force demanded, by not making a calculation as to quantity required per day, and not through the influence of his business connections. The loads of hay were measured in accordance with the custom of the country, and the weight of the bales frequently verified by the figures on each bale, and the railway weigh-bills (see Captain Swinford's evidence) all bear testimony to the zeal and energy displayed by these two officers.

29th. So far as known no attempt has been made to prevent transport accounts being examined. Witnesses have been subpoenaed as requested or required, and every facility granted for the purpose, if possible, of arriving at the truth.

As a comparison of the cost of transport by the day and tonnage systems, the Commission submit the following as being fairly correct.

Qu'Appelle to Clarke's Crossing, 18 days for the round trip, teams were being paid from \$5 to \$8 per day by the Government, \$6.50 being the ruling figure after about 12th April; \$7, therefore, would be an outside average, making \$126 for the trip by the day, or say for one ton.

The contract freighting price was \$140 per ton. As these teams conveyed from one and a half tons and upwards, one ton at least should have been hauled by teams working for Government by the day, more particularly as the tonnage teams were paid by the Contractors only \$4.50 per day. At this price a trip one and a half ton

would cost the Contractor \$81 instead of \$126 for one ton, thus leaving a much larger margin of profits to Bell, Lewis & Co., who were also to provide teams at \$5 per day on special service, if required.

Moose Jaw to Clarko's Crossing, 14 days allowed for the round trip, at \$7 per day, as the outside average, \$98 for the trip by the day, say for one ton. Freightling contract price per ton, \$110. Same remarks apply to the Qu'Appelle trail, except Contractor conveyed subsistence for men and teams from Moose Jaw; these supplies were charged up and deducted from Stewart's account. The Contractor was to supply teams if required for special service at \$5 per day. At this price \$70 would transport not less than one ton.

Forage and rations were supplied by the Government to teams working by the day, and \$10 per ton was to be deducted from those freightling over the Qu'Appelle trail.

It appears in evidence Bell, Lewis & Co.'s teamsters drew rations and forage at each station as they proceeded. These supplies had been hauled from Qu'Appelle Station at great cost to the Government; consequently \$10 per ton was quite insufficient to cover this expense. The Commission, therefore are of opinion the freightling by the ton was not the cheaper to the Government.

If deductions have not been made from previous claims of Bell, Lewis & Co. for subsistence it is respectfully recommended \$10 per ton be deducted for each ton transported. Amount to be deducted from pending claims, or else Jno. L. Lewis called upon to refund the amount.

After having carefully weighed the evidence, and considered the circumstances, the Commission have come to the following conclusion:

1st. Lieut.-Col Whitehead was not in collusion with Thomas Howard or other Contractors, to the disadvantage of the Government, while negotiating a contract with Mr. Howard to carry supplies by the tonnage system; on the contrary, he appeared to be acting as he thought for the purpose of reducing the expense without interrupting the service. A strong combination had been formed by Contractors to keep up prices, and all refused to cancel contract with H. B. Co., the agents of the Government, except Mr. Howard; consequently he was justly entitled to the contract; not only on this account, but because his price was the lowest, pending the acceptance or rejection, by the Minister, of the tenders advertised for and received on the 5th June. This combination was very powerful for one man to overcome. The contracts or agreements for freightling approved by Lieut.-Col. Whitehead appear to have been the lowest in all cases, but the system adopted by Bell to make offers instead of asking for tenders appears to be out of the usual course.

2nd. Major W. R. Bell purchased and sold to the H. B. Co., as agents of the Government, a large quantity of hay at a very high price. Much of this hay was measured and received by himself or his clerks on behalf of the Government. He also let the contract to Bell, Lewis & Co. on 21st May for freightling. This was also in the form of a letter from Bell, by authority of Lieut.-Col. Whitehead, offering the freightling, which was accepted by Bell, Lewis & Co., and not tendered for by that firm. He was a member of this firm until about the 4th or 9th June, during which time he hired teams for the firm and looked after the freightling, assisted by his Government Shipping Clerk Jones. The General Officer Commanding at this time instructed Bell to resign his position as Assistant Transport Officer or as a Contractor; he says he resigned the latter, by withdrawing from the firm. C. H. Fox was then sent from Winnipeg by Jno. L. Lewis, to take charge of the freightling. Bell swears he never received a cent, either directly or indirectly, from the contract; he, however, received pay from the H. B. Co. for nine teams at \$10 per day from 1st to the 24th May, total \$2150 (see Statement No. 4, July 6th), the respective amounts for each team being receipted for by W. R. Bell. The pay for teams supplied by the Qu'Appelle Valley Farming Co., receipted for by H. J. Eberts, Secretary and Treasurer of the Company.

The fact of Bell having instructed men to not hire teams at less than \$7 per day, with \$1 added for themselves, indicates he had an interest in keeping up the

price (see his evidence). If Bell could engage teams at \$4.50 per day to freight for Bell, Lewis & Co. and W. E. Jones could contract for freighting from Saskatchewan Landing to Battleford for \$70 per ton, it appears strange that these two paid Officers of the Government should not have given the Department the benefit. For Bell's personal connection with the hay contract see article Nos. 27 and 28.

3rd. That the freighting by the ton was not cheaper to the Government than when teams were hired by the day. See calculations article No. 29.

4th. That all teams should have been reduced in price after telegrams of S. L. Bedson, 8th April, to Bell, including those with the General Officer Commanding, allowing sufficient time to return to Qu'Appelle. As teams were constantly going to and from the front, this could have been done without inconvenience to the General or the Column under his immediate command, had Major Bell so desired.

5th. Jno. L. Lewis is considered a very important witness, but the Commission have not been able to get his evidence. Mr. Lewis is a resident of Lachine, Quebec, is Managing Director of the Dominion Coal Co., Winnipeg, where he has resided several months during the past summer; but, as he has been in the United States for many weeks, is out of control of the Commission. A friend of his has intimated he will be prepared to go before the Commission, if necessary, in Ottawa; his business engagements preventing him at present returning to Winnipeg. The Commission do not consider the evidence complete without Mr. Lewis' testimony; therefore the propriety of not considering this a final report is respectfully recommended for the consideration of the Honorable the Minister.

6th. In submitting this Report, the Commission would again say the service was exceptional, and the most favorable construction should be put upon all the transactions.

W. H. JACKSON, Lieut.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lieut.-Col.,
Member.

A. PEEBLES, Lieut.-Col.,
Member.

EDMUND B. HOLT,
Secretary.

WINNIPEG, October 16, 1885.

Col. JACKSON and Col. FORREST,
WINNIPEG.

I address this communication to you two gentlemen, and not to the Commission generally appointed to investigate the Transport irregularities, as the charges I make reflect upon Col. Whitehead, and it would be both unseemly and improper that he should sit in judgment upon charges made against himself, and I believe that gentleman would recognize this fact himself.

If the investigation proceeds I purpose examining Col. Whitehead himself as a witness, if I am allowed that privilege and permitted to have counsel there for that purpose.

If the Commission will procure the attendance of the witnesses whom I name I can prove the following facts:

Re-contract from Saskatchewan Landing to Battleford:—

1. That Col. Whitehead by wire advised General Laurie to give this contract to John Stewart.
2. That Major Bell, Transport Officer, would not permit Stewart to carry out this contract.
3. That Major Bell sent one Jones, chief-clerk in the Transport Office, Qu'Appelle, to take charge of the Saskatchewan Landing contract.
4. That said Jones took bills of lading from a firm, Bell & Lewis, for about 90 tons of freight.

5. That the greater number of the teams were hired by Major Bell and other Transport Officers at Qu'Appelle, and shipped to Swift Current for this contract.

6. That about June 4th one Captain Howard arranged with Col. Whitehead to go on with the above contract, and a day or two afterwards Howard went to Saskatchewan Landing, and took charge of the contract from Jones, and made receipts or bills of lading in his own name.

7. That between May 22nd and June 5th (see "Winnipeg Times") tenders were called for to transport freight from this point and others, and the said tenders were to be in on the 5th June.

8. Notwithstanding this advertisement for tenders which were to be in on the 5th June, this contract was arranged privately between the said Howard and Whitehead on the night of the 4th June, without reference to any tenders or competition of any kind.

9. That Col. Whitehead on the 9th June sent a telegram to John Stewart, in these words or to the following effect:

"Your freighting contract with Gen. Laurie on behalf of the Government cancelled herewith. Minister will decide who will have contract for transport."

10. That John Stewart was not allowed to draw after that date, but Capt. Howard continued drawing from Saskatchewan Landing, and Bell and Lewis were allowed to continue drawing from Qu'Appelle.

11. That Col. Whitehead gave a contract to a personal friend of his own for 20 head of cattle without tenders and at a loss to the Government.

12. That Col. Whitehead allowed Bell and Lewis to be paid their contract from Qu'Appelle at prices 150 per cent. too high, and was guilty of improper conduct or negligence in permitting this to be done.

13. That the Major Bell above mentioned was the "Bell" of the firm of Bell & Lewis, the transport contractors, and the said Bell admitted this fact to Gen. Middleton at Regina; and Col. Whitehead, knowing that this gentleman occupied the dual position of a Transport Officer and a Contractor, improperly paid the claim made by this firm on the Government.

Qu'Appelle and Clarke's Crossing contract.

14. That the said Major Bell, the Chief Transport Officer at Qu'Appelle, was a member of the Transport Contractors, Bell & Lewis.

15. That the said Bell himself in person superintended this work for some time on behalf of himself and Lewis, neither Lewis nor any other person on behalf of the partnership being there.

16. That said Bell hired the teams for this contract, and that he loaded them with rotten hay, knowing at the time that it could not be used by the teams.

17. That said Bell, while a Transport Officer, made an agreement with said John Stewart in writing, to share the profits of these contracts.

18. That said Bell signed another paper writing, wherein he states that he had laid the foundation for a good thing for both of them, meaning thereby that they should be able to make a lot of money out of the Government.

19. That said Bell endeavored to have Stewart's contract from Moose Jaw broken up, in order that he might profit personally thereby, as he had done at Saskatchewan Landing, and with this view he got the receipts or bills of lading made in the name of Bell & Lewis. This was done before he wrote the memos above mentioned.

20. That the Lewis of "Bell & Lewis" is one John L. Lewis, and not the partner Lewis in the firm of Bell, Lewis, Yates & Walsh, coal merchants, Winnipeg, whom it was supposed were the contractors, although this John L. Lewis was an employee of the said firm.

21. That said Bell represented that Bell, Lewis, Yates & Walsh were the Contractors, under the name of Bell, Lewis & Co., and such representation was untrue; said Major Bell and said John L. Lewis were the Transport Contractors.

22. That said firm of Bell, Lewis, Yates & Walsh received none of the profits of this contract, and there are no entries in their firm books relating thereto.

23. That teams leaving Qu'Appelle for Clarke's Crossing were reloaded at Humboldt.

24. That there are several irregularities in the payment of a number of the teams.

25. That said Major Bell had a silent interest in the profits of many teams that were employed by the Government.

26. That while the wages of many teams were reduced, those belonging to the Qu'Appelle Valley Farming Co., of which said Major Bell is the Manager, were retained at the old prices.

27. That said Major Bell and the Government employees under him purchased hay at Qu'Appelle at \$12 per ton, for which same hay the Government were charged fraudulently \$20 per ton. The hay was measured simply by a tape, and the measurement or weighing was never checked or verified in any way.

28. That quantities of pressed hay were purchased on the line of the C. P. R. at about \$15 per ton, and the Government was fraudulently charged \$22 per ton, for which frauds said Bell is responsible.

29. That if I had the privilege of examining other transport accounts I believe I could prove many other irregularities.

There are several important telegrams at Qu'Appelle, Moose Jaw and Swift Current Stations and other points, that should be secured at once, as the time for preserving them will soon expire.

I have stated the above charges in the interest of the Government, which has been defrauded, and if the attendance of the witnesses, whose names I shall on request, give you, is procured, and also certain documents produced, I can establish the truth of my statements.

I have the honor to be, Gentlemen,

Yours very truly,

JAMES ANDERSON.

COMMISSION ON WAR CLAIMS.

Wednesday, October 31st, 1885.

MAJOR JAS. M. WALSH, called—

Col. Jackson—

Q. We have asked you to come here to obtain from you some information with regard to the transport of supplies in connection with the North West Field Force, and we wish to have your evidence upon oath?

A. All right, sir.

Witness was now sworn.

Col. Jackson—Can you tell us who compose the firm of Bell, Lewis & Company?

A. A. F. Bell, of Buffalo, George L. Lewis, of Buffalo, H. E. Yates, of Rochester; that is the firm of Bell, Lewis & Yates.

Q. Then there was a Bell, Lewis & Co., who had a contract with the Government for the transport of supplies; do you know who composed that firm?

A. No, sir.

Q. Are you not a partner in some of these Companies?

A. I am one of the partners of the firm Bell, Lewis & Walsh.

Q. There is a Lewis, of Montreal, who has something to do with that firm?

A. That is John L. Lewis, Montreal, Lewis, of Buffalo, Yates, of Rochester and myself.

Q. You don't know who compose that firm Bell & Lewis?

A. Not unless it is our Company. We are not known as that Company.

Q. Had you no interest in it?

A. If it is a contract of our Company I have an interest in it; but Mr. Lewis, President, has made no return, and therefore I don't know anything about it so far.

Q. Who signed the contract—do you know that?

A. Well, that I don't know, it is a thing I have not talked much to Mr. Lewis about; these kind of things come up generally at our Directors' meetings, when all these things are attended to, and it is business that he attended to and I did not make any enquiries about it, any more than the work had been done, and I supposed it was our Company did it.

Q. Do you know W. R. Bell?

A. Yes, but I don't know whether he had any interest in it. If it was the business of our Company W. R. Bell could not have any interest in it.

Q. You are putting an "if" in front of it?

A. I don't know, positively, whether it was our Company; our office paid the freighters; I presume it was our Company.

Q. You don't know who had an interest in it?

A. No.

Q. When do you expect to know that?

A. At our Annual Meeting.

Q. When will that take place?

A. That won't take place until the winter sometime; our next annual meeting we will know; not till then.

Q. Were you ever over any portion of the trails during the campaign?

A. Yes, some of them.

Q. On business in connection with the transport?

A. No.

Q. Do you know anything about any other contract in connection with the transport?

A. No, sir.

Q. If W. R. Bell is a member of that firm, what share would his be—do you know that?

A. I don't know; I could not tell his interest at all. I could not have any idea of it.

Q. Did you hear anything about this contract when you were up at Qu'Appelle at the beginning of the season?

A. No, sir; the contract that our Company is interested in, or Mr. Lewis of our Company is interested in, was subsequent to my visit to Qu'Appelle; it was after I had gone east; the first I heard of that was at Ottawa.

Q. Were you looking over the ground to see what it could be done for?

A. No, sir; I was there entirely under another mission.

Q. Do you know anything about contracts for hay?

A. No, sir.

Q. Do you know anything about John Stewart's contract?

A. I don't know anything about it, only rumors.

Q. You know nothing about it more than that?

A. No, I know nothing about it more than what I heard talked in town; I know nothing about it myself.

Q. Do you know anything about any other contracts?

A. No.

Examined by Lieut.-Col. Forrest.

Q. You have already answered that you are a member of the firm Bell, Lewis, Yates & Walsh?

A. Yes.

Q. What are the names of the members of that firm?

A. Mr. A. F. Bell, George L. Lewis, that is one of the Lewis', and the other is John L. Lewis.

Q. John L. Lewis is also a member of your Co.?

A. Yes; there are two Lewis' in the firm.

Q. Your firm is not known as Bell, Lewis & Co.?

A. No.

Q. Was the freighting account known as Bell, Lewis & Company kept in the books of Bell, Lewis, Yates & Co.?

A. The accounts passed through our office, but not entered up in our Coal Company books at all, but it passed through our office.

Q. When did you first hear that Mr. Lewis, your Winnipeg Manager, had taken a contract?

A. I think I can tell you pretty nearly within a few days (referring to a memorandum book). It was somewhere near the 25th of June, some day near the 25th of June.

Q. You claim an interest in that contract?

A. Yes, sir.

Q. Have you, or any of your firm, received their share yet?

A. No, sir. That is, outside of Mr. Lewis, I don't think they have. If they have I don't know anything about it.

Q. You are aware Major Bell and John L. Lewis stated the contractors were your firm.

A. Yes, I was told they did.

Q. That the firm Bell, Lewis, Yates & Company was the Bell, Lewis & Company?

A. Mr. Lewis said it was a contract of Bell, Lewis, Yates & Walsh.

Q. Did John L. Lewis advise you the taking of this contract about the 25th of June?

A. No.

Q. Has John L. Lewis been paid the contract in full sometime since?

A. I don't know.

Q. You did not hear whether they received all their money?

A. No.

Q. If so, has he had ample time to divide the profits among your firm had he desired to do so?

A. It would not be divided; it would merely go to the profits of the concern, and at the annual meeting we would know what they were.

Q. If he had intended to divide he would have told you?

A. No, he might not; it would not be a division; it would merely go to the credit of the Company, and at the annual meeting we would take up the business.

Q. Do you think that he would keep that information to himself until that annual meeting, and not let you know whether there had been a loss or a handsome profit? It is very likely he would have told you if he had intended to give you a share of it?

A. I think we will have a share in it? I think so far as I am concerned in it.

By Col. Jackson—

Q. When you say a share what do you mean?

A. I think if that contract is our Company's I think I will have a share in it; there is no doubt about that.

Q. Don't you think there are other parties connected with it?

A. I cannot say that.

Q. Bell, Lewis & Company cannot be your Company?

A. Bell, Lewis & Company is not our Company, but that contract, I understand, is our Company's.

Q. Has been assigned to your Company?

A. No; but Mr. Lewis is the manager of our Company, and a paid officer, and, as such, will have to give an account of it.

By Col. Whitehead—

Q. Has he power to act for your Company and make contracts for your firm?

A. Yes.

Q. And will have to account for profit and loss?

A. Yes.

Col. Forrest—I am told Mr. Lewis said this was outside your Company and you had nothing to do with it?

A. No, that is not true; Mr. Lewis said he would give account of his conduct when the proper time arrived, as regards this contract.

Col. Jackson—Is there anything to prevent your Mr. Lewis, your manager, from taking an outside contract?

A. Well, I as one of the firm would object to it without getting my interest? Mr. Lewis is a paid officer of our Company and his services belong to the Company.

Q. That would not prevent him making a contract and taking in other partners outside the ordinary Coal business?

A. He might, possibly, by taking in another partner.

Col. Whitehead—Has he power under your contract?

A. No, not in our business; but an outside business he might possibly have a right to, but then if that business is done under the name of our Company I would object to our Company running the risk unless our Company get the benefit of any profits.

Q. Any money Lewis made out of a partnership you would have a share in?

A. Any contract made under the name of our partnership—I would not care what partnership it was.

Q. But if he took in another partner?

A. As long as our Company were the contractors I would claim an interest.

Col. Jackson—In this instance your Company were not the contractors.

A. If our Company was not the contractor of course we will not look to Mr. Lewis, our President, but that will be a matter for our Company to look into, whether our Company played in the contract or not, and Mr. Lewis will have to answer to the Company for whatever profits were accruing by the contract.—I can give you nothing more than I know about it, and Mr. Lewis is responsible to our Company for anything he has done.

Q. And he is not in town?

A. No, and the time has not arrived for us to know what the profits are.

Col. Forrest—It is very convenient to have two Bells in a firm, it makes such a fine combination?

A. There is only one Bell in our firm? there are two Lewis's. Of course I don't know anything about Major Bell in this contract—I don't know anything about him, and I won't acknowledge him. As far as I can understand, this is a contract of our Company, and I am going to insist on any profits there may have been going to our Company.

Col. Jackson—I don't know that there is anything more that you can tell us?

A. That is all that I can tell you.

Q. Perhaps if we had a smart lawyer we might get more out of you.

A. I don't know that you could get any more, sir. I have understood all along this was a contract of our Company's, and I intend to insist on the profits being divided, and I don't acknowledge anybody else in the contract but our Company.

Q. In looking over your memorandum as to the contract you might see who got the contract and who form the Company?

A. I was only informed at that time that our Company had a contract for freighting and nothing more. Then I came on west and I found our Company was interested in the contract, and, as I say, it is our Company.

Col. Forrest—It is far better that there should not be any more than one firm interested in it, and that you should get the profit?

A. Yes.

Col. Jackson—I don't know that there is anything else, unless you can give it to us without questions?

A. If there is nothing else you want to ask, Colonel, I will retire.

Col. Jackson—If we shi... of anything else we will call you again?

A. Very well, sir.

Friday, November 13th, 1885.

CHARLES HENRY FOX, being duly sworn, saith as follows:—

To Lt.-Col Jackson:

Q. Where do you reside?

A. I am of the City of Winnipeg.

Q. What is your occupation?

A. I am Manager of the Dominion Coal Company.

Q. Can you tell us anything about a contract for hauling supplies between Bell, Lewis & Co and the Government?

A. The contract itself I have never seen. As an employee of the Dominion Coal Company, I was sent to Troy to look after the work there. I don't know that there was a contract for that matter.

To Lt.-Col Forrest:

Q. You have given your residence and occupation?

A. Yes.

Q. Were you in the employ of Bell, Lewis, Yates & Walsh, or the Dominion Coal Company, and what were your duties?

A. Yes, I have been continuously in their employ. The Company was first Bell, Lewis, Yates & Walsh, and after incorporation the Dominion Coal Company, in whose employ I have been continuously.

Q. Who were the members of the firm of Bell, Lewis, Yates & Walsh?

A. Bell is F. A. Bell of Buffalo, John L. Lewis, A. G. Yates and J. M. Walsh.

Q. Where do the members of the firm reside?

A. J. M. Walsh lives at Port Arthur, but his residence is really Brockville; J. L. Lewis, Montreal; F. A. Bell and G. H. Lewis, at Buffalo; and A. G. Yates, Rochester.

Q. Are there two Lewis's?

A. There are two Lewis's. There was only one appeared in the name Bell, Lewis, Yates & Walsh.

Q. Is John L. Lewis a member, too?

A. Yes, and he is President of the Dominion Coal Company. They are both stockholders in the incorporated Company.

Q. Is this Company in existence in the United States, and under what name?

A. They have no business in the United States.

Q. Is Walsh a member of both this firm and the American firm?

A. No.

Q. Did the firm in whose employ you are ever make a contract in the name of Bell, Lewis & Company, with the Government?

A. Not that I am aware of.

Q. Do you know of any contract that Bell, Lewis, Yates & Walsh had in respect to the North-West Transport business?

A. No.

Q. Or Bell & Lewis, or Bell, Lewis & Company?

A. I don't know of any. I heard of a contract, but I never saw it.

Q. Do you make periodical statements, returns or balance sheets to the different members of the firm.

A. Yes, a monthly balance sheet was sent to the President and to the American firm.

Q. In these statements was there any reference in respect to any of the Government North-West Transport?

A. No, there are no entries in connection with it that I know of.

Q. What moneys, by cheque or otherwise, have been paid to Major Bell from the Bell, Lewis, Yates & Walsh account, that is since the 1st of April, 1885, and on what account, and please produce your cheques, and show your entries in the books?

A. On account of teams. At Troy I paid him \$1000 on account. There was a balance of \$482 paid in Winnipeg since.

Q. Is that freighting or teaming?

A. That is for teaming, 19 teams at four dollars and half a day. I paid for 19 or 20 teams at four and a half a day, amounting in all to \$1,482.

Q. Have any moneys been received by you on account of the North-West Transport business? Produce this account, and if you have any private memoranda produce these also.

A. Personally I have no record of any moneys paid by the Government to the firm, because I was at Troy. I have no knowledge of any being paid.

Q. Is there any balance due from your firm to Bell, Lewis & Company. If so, on what account is it due to them, from the Government?

A. Bell, Lewis & Company is merely an abbreviation of Bell, Lewis, Yates & Walsh, that being the name it is commonly called. For instance the telephone people also call us Bell, Lewis & Company, clipping off the name. They are one and the same firm.

Q. Is there any dispute between John L. Lewis and the members of Bell, Lewis, Yates & Walsh, with reference to the profits of the North-West Transport business? Did Lewis ever draw any moneys out of the firm from this source, and if so produce the cheques of the amount drawn out when he left for Montreal?

A. No, he may have done so; I don't know whether he did or not.

Q. You know if he drew out any considerable amount?

A. I am not aware of it. There are considerable amounts drawn by Mr. Lewis and remitted to Bell, Lewis, Yates & Walsh, at Buffalo.

Q. Did the said John L. Lewis ever give a statement of the disposition of the moneys he drew out?

A. No.

Q. Is it customary for John L. Lewis to cheque out from your firm large sums of money without accounting for them?

A. It would go through the books.

Q. Do you know that Bell & Lewis or Bell, Lewis & Company were a different firm for the purpose of contracting with the Government? State all you know about it.

A. Bell, Lewis, Yates & Walsh and the Dominion Coal Company are all one and the same men.

Q. Do you know that Major Bell or John L. Lewis ever received from the Government, through your firm, any sum of money which was not accounted for to your firm?

A. I was absent at the time it was paid, if it was paid.

Q. Do you know of any correspondence with the members of your firm, or is it a rule with you to advise the members of your Company of any important business?

A. No, it was not.

Q. Was the firm, or any member of it, advised with reference to transporting freight?

A. I have not seen the correspondence. I have been told they were consulted.

Q. Have you ever had any interview or conversation with Major Walsh, and, if so, state what passed?

A. Yes. I hadn't seen Major Walsh between the time I was sent to Troy and the month that I returned. He asked me what were my duties in Troy. I explained to him, the engaging of teams for transporting supplies and paying them on their return.

Q. Has there ever been any fault found with you in respect to your books, statements or returns in respect to the Government transport contract by Major Walsh or any of the members of your firm. If so, what complaints were made, and what answer did you make?

A. Major Walsh is the only member of the firm I have seen for about two years, and he made no objection.

Q. State how you came to go West in reference to that transport business, and by whose authority and what did you do while there?

A. I went to Troy under instructions of the President of the Company in whose employ I was, with instructions to engage teams at four dollars and a half a day, and transport supplies that might be offered by the Supply Officer to Clarke's Crossing; getting a proper bill of lading to accompany the goods to be received at their destination and to pay these teams on their return from moneys that would be sent to me from time to time by Mr. Lewis, of Winnipeg. I left Winnipeg on the 4th of June.

Q. Did you have free transportation when you went West and returned?

A. No, I paid my fare both ways.

Q. Give the date of your first journey West, and where did you go and what did you do?

A. I went to Troy to fulfil the instructions I have before mentioned. I never was in Moosejaw.

Q. While out West, did you see Major Bell on this first journey and where and what passed between you?

A. I saw Major Bell at Troy most of the time I was there, but had very little con-

versation with him, and that was with reference to a difference of opinion he and I held as regards the amount of food and fodder required for the teamsters and horses.

Q. Also state where you went next?

A. I went over the route to Clarke's Crossing.

Q. Also state where you went next; your business and the date you took charge of the freighting contract of Bell, Lewis & Company at Qu'Appelle?

A. The first business I did was on the 6th of June. After that I went on the road to Clarke's Crossing and returned.

Q. Give the date the first load left Qu'Appelle for Clarke's Crossing for Bell, Lewis & Company?

A. I think the first lot left on the 22nd of May. The first bill of lading dated by the Supply Officer at Troy, I remember, bore the date of May the 22nd. I remember paying that on its return.

Q. Was any one looking after this transport business for Bell, Lewis & Company before you got to Qu'Appelle, and, if so, who was it?

A. I believe there was, but I don't know into whose shoes I stepped. I was told that a Mr Jones had something to do with it. I went into the office occupied by him and he went into the employ of some of the contractors further up the line. I never met the man personally, but I was told that he was there.

Q. Was Major Bell not really looking after the Bell, Lewis & Company contract before you got to Qu'Appelle?

A. Not that I am aware of.

Q. Who hired the teams before you got to Qu'Appelle?

A. I had been told, Mr. Jones.

Q. Who gave you statements of the work, time and amounts due, and the time of teams when you got to Qu'Appelle?

A. The teams were all engaged to make the trip in 18 days at four dollars and a half a day, which would be eighty-one dollars. That was explained to me by Mr. Lewis previous to my leaving Winnipeg. He told me that a number of teams had already left, so that I had to pay each team \$81 on its return. A list of the names of these teams was left for me by, as I understand, my predecessor, this Mr. Jones, and on these memoranda I paid the returning teams.

Q. How many teams were hired for Bell, Lewis & Company before you went there, and who hired them?

A. I cannot give the exact number. I should say upwards of 100. Somewhere in the neighborhood of 100. I understand this Mr. Jones hired them. I cannot swear positively.

Q. From whom did you receive the rations for the teams under your charge at Qu'Appelle, and can you give the amount drawn?

A. The rations were served out by the warehouseman of the Transport Department, in other words, Major Bell's warehouseman, and the amount was made up according to the Government ration list, so many pounds of oats and hay per day. They were not paid for by me.

Q. How many rations were drawn beyond Qu'Appelle. At what station were they drawn?

A. Anywhere where there was a stock of provisions. The teams drawing rations would get oats to carry them to Humboldt and hay to Fort Qu'Appelle, where they would receive sufficient hay to carry them to the next point at which a Supply Officer was stationed, after leaving Humboldt.

Q. Did you give orders to get new supplies at these respective stations?

A. They got rations from the Supply Officer at Humboldt and Clarke's Crossing. The orders were not signed by me; they were signed by the man in charge of the convoy.

Q. Can you state the number of teams hired and the number of days after you arrived there?

A. It was fixed to make the trip in 18 days. There was a great many more engaged while I was there. I know that most of the teams only went one trip, the majority or half of them only went one trip, and the other half not more than two trips. They all made the trips in from 17 to 20 days, usually about 18 days.

Q. Did you ever have any instructions from Major Bell with reference to the contract to Clarke's Crossing or elsewhere?

A. No, I had none at all, except on minor matters of supplying fodder and provisions.

Q. Can you produce any letters, documents or statements showing the receipt of moneys and the disposition of the same?

A. No, I could not.

Q. The moneys received from the Government for transporting?

A. I was in Troy the whole of the time, and I know nothing about it.

Q. How soon do you think it will be before Mr. Lewis will be in Winnipeg?

A. I have heard from a letter of his that he would be in Minneapolis on Saturday.

Q. Do you know one John Wood who was in the employ of the Government looking after the supply?

A. He was in my employ as a waggon boss.

Q. Did Wood take charge of any teams?

A. He had charge of two convoys.

Q. How many teams?

A. There were nearly 100 teams in one convoy, and I think 50 or 60 in the other. I think 50 or 60.

Q. Did you know if these teams were reloaded at Humboldt, and did you charge full freight all the way through. Did they re-load at Humboldt, and then get paid all the way;

A. There were three or four, or probably half a dozen loads, I have been told that, from various causes, were left at Humboldt, the weight of which was deducted from the original bill of lading of the whole convoy. I telegraphed Wood at Humboldt to re-engage south-bound teams at Humboldt and load the amount of several that had been left there and send it on, or rather take it on with the north-bound convoy to Clarke's Crossing, knowing that if these goods were not delivered at their destination the Company I represented would not be paid anything for hauling them from Troy to Humboldt.

Q. Was John Wood paid anything by Bell, Lewis & Company,—if so, how much?

A. Lewis paid his salary at three dollars and a half a day, and we also paid for his horse; I think, one dollar and a half, making about five dollars a day, and he furnished his own horse. Five dollars a day for himself, his horse and buckboard.

To Lt.-Col Jackson:—

Q. Do you know anything of a private book in which Lewis kept these accounts?

A. I was absent from the city at the time.

Q. Do you know anything about a cheque for a large amount given by Bell, Lewis & Company to Major Bell?

A. I don't know of any except what I paid him at Troy.

Q. Do you know Col. Whitehead personally?

A. I met him on my return from Troy once in this office here. I was sent here by Mr. Lewis once.

Q. Did you ever have any conversation with him on the subject of transport?

A. None, whatever.

Q. How many days did you occupy to fulfil this contract and how many teams did you use? (Witness here promises to produce books and cheques at 3 p. m. same day, as he cannot answer this question without reference to same.)

Q. Did Major Bell show any disposition to favor the convoy of which you had charge?

A. I thought it was the reverse. I thought he was too close in matters of provisions. The only conversation I had with him was in reference to food and fodder.

WAR CLAIMS COMMISSION.

November 28th, 1885.

C. H. Fox, sworn:

Col. Jackson:—

Q. What is your occupation, Mr. Fox, and where do you live?

A. I am an Accountant Manager of the Dominion Coal Company.

Q. Give a full description in which the Government freighting accounts were kept by J. L. Lewis and what sums of money are covered therein ?

A. It is a book about 16 x 6 inches of about 100 pages, like a memorandum book, which it might be called.

Q. What kind of cover had it ?

A. A paste-board cover of grayish color, I think.

Q. How are the leaves ruled ?

A. Like a day book, one side ruled for date and the other for dollars and cents.

Q. Do you know anything about the sums of money entered ?

A. I think the total amount is \$90, some odd thousand dollars—between ninety and one hundred thousand.

Q. Is the book balanced ?

A. I think it is. It is kept balanced up to the last few entries.

Q. To what transactions do the entries refer ?

A. In most cases the entries refer to amounts sent to me at Troy.

Q. Well, then, in the minority of cases ?

A. There are two other cases I remember well; one is, I think, \$7500; this entry appears also in the Co.'s books, drawn by Mr. Lewis personally, and at his request charged to the Farm Account; it is really a private account of Mr. Lewis's, but it happens to go through our books. There is another entry of \$40,000, that is charged to Mr. Lewis also.

Q. To his private account ?

A. Well it really appears in the memo book, it is entered to the Co.'s business. The money was chequed out of the Bank of Montreal.

Q. I think you said that this money passed to the Co. ?

A. The transport receipts were banked to the credit of the Coal Co., and chequed out by Mr. Lewis; but the Co.'s receipts and cheques referring to the transport business were kept in the separate cheque book to prevent their becoming confused with the Coal Company.

Q. Then who else received cheques ?

A. These are the only two entries I remember of in looking through the books, that don't pertain to money sent me at Troy; or minor items, such as telegrams in connection with the transport.

Q. I think the other day you said you paid \$1000 to Bell for teams that would have appeared ?

A. He received \$1000 on account from me and a cheque for \$400 odd dollars.

Q. Was there any other cheque in Bell's signature ?

A. No, I gave him the thousand on account, and the balance was paid as per my statement.

Q. What do you understand by paying that thousand dollars for teams ?

A. That is the list of teams and teamsters, names that we actually employed, and we paid the sums for teams on the work.

Q. Did you pay Bell anything more then on the account of the teams ?

A. That is simply the time of teams at \$4.50 per day.

Q. Why didn't you pay these teamsters yourself as the others ?

A. My instructions were to pay them only. They were paid by Bell as the Manager of the Co.

Q. Do you believe they were actually the teams of the Co ?

A. Yes, I know them to be.

Q. Hadn't Bell a certain number of teams of his own or hired teams ?

A. I know of one lot that he purchased with carts that made one short trip for us, and they were represented as the private property of Major Bell.

Q. Don't you know anything about teams ?

A. Those were only owned by the Farming Co., I understand.

Q. Who owned these teams ? (Pay list produced)

A. I could not say who owned them—I suppose W. R. Bell.

Col Peebles:—

Q. Personally ?

- A. Yes, personally.
- Col. Jackson :—
- Q. Where is that book at present and who has the custody of it ?
- A. Mr. Perdue, of Bain, Blanchard & Mulock.
- Q. Are they Solicitors for Mr. Lewis ?
- A. Yes, for both Mr. Lewis and the Coal Company.
- Q. You handed over that book to them, of course ?
- A. Yes.
- Q. Had you any authority to do so ?
- A. Yes.
- Q. Any more than to bring it here ?
- A. Yes, I fancy I had. As the Company's Solicitors, in the absence of the officers, I take orders entirely from them.
- Q. That is on legal points ?
- A. I took that to be a legal point. In fact, I asked them if I had any right to take them to any examination during their absence, and they said they would take them in custody during their absence.
- Q. Do you know of Bell being the party to that contract ?
- A. No, I do not.
- Q. Was it not understood so when you went up to relieve him ?
- A. I was given to understand that he had nothing to do with it.
- Q. When do you expect Mr. Lewis home ?
- A. From his letters, in the course of a few days. If you wish, I will telegraph for permission to produce these books. I don't doubt but I will get permission, because I know of nothing in the book more than I have told you here.
- Col. Forrest :—
- Q. Did you say you had a supplementary cheque book for the transport service ?
- A. Yes, I introduced a separate cheque book.
- Q. Then there was a separate cheque book ?
- A. Yes.
- Col. Jackson :—
- Q. Are you in the habit of writing on the stubs of the cheques ?
- A. Yes ; to prevent confusion we kept a separate cheque book. My instructions were to do that, and I have seen the stub of the cheque book.
- Q. What did Mr. Lewis intend to do with that \$40,000 ?
- A. I know what was done with it. It was first placed to his credit with Bell, Lewis & Yates in Buffalo, and since that most of it has been used in the Coal Company's business.
- Q. Then did you know of Mr. Lewis dividing that money with the particular parties who were interested in the freighting contract ?
- A. To my knowledge he is the only interested party ?
- Q. As far as you know ?
- A. Yes, so far as I know in the transport. Whether the Company in their next annual meeting will claim it I can't say.
- Q. When does the meeting take place ?
- A. Usually on the 1st of May ; that is the meeting day of the Company. It may be postponed.
- Q. The other day you stated that you drew forage and rations at the different stations for your teams ?
- A. Yes.
- Q. Did you give a receipt for it on requisition ?
- A. The requisitions were made by the man in charge of the convoy.
- Q. You were to allow \$10 per ton that would have to be deducted from the trains to meet the subsistence of the men and teams ?
- A. I was never made acquainted with the details of the contract.
- Q. How were supplies generally carried to the different stations on the other trail ?
- A. They were there previous to my going, when the government teams were working by the day.

Q. Had you an opportunity of seeing quantities of hay along the way?

A. The trail was pretty well cleaned up; there was a quantity of hay at Clarke's Crossing and a quantity of oats at Humboldt.

Q. In what condition was the hay at Clarke's Crossing?

A. I should say it was useless.

Q. About what quantity do you suppose?

A. If I remember correctly, Capt. Hudson told me several hundred tons.

Q. Did he say anything about stopping the conveyance of it?

A. He gave me to understand that his instructions were to dispose of it.

Q. Did he try to prevent it from being sent through?

A. Not that I heard of. He might have through the Supply Department. He didn't mention it to me in conversation.

Q. It is very evident that this hay was in excess of the requirements?

A. Yes, at that season of the year there would be very little necessity for the hay.

Col. Peebles:—

Q. When was that?

A. About the last of June.

Col. Jackson:—

Q. Is there any more information you can give us about that cheque book?

A. There is one entry that might be explained here, as it is not explained in the book. On a certain date—I have forgotten it just now—it says "\$10,000 handed by Major Bell." That ten thousand was handed by him to me at Qu'Appelle. He was in Winnipeg at the time, and carried it up with him at the request of Mr. Lewis, I presume to save express charges.

Q. He merely conveyed it to you and had nothing to do with it?

A. Yes; the entry does not explain it. An explanation should have been added.

Q. Wasn't there a cheque in that book charged to Bell for either \$23,000 or \$25,000?

A. I have not seen it.

Q. Was there any such item in the Company's cash book?

A. No.

Q. There is no account against Bell?

A. Non: whatever, with the exception of the Qu'Appelle teams and those two I have referred to.

November 13th, 1885.

DAVID ELDER ADAMS, being duly sworn, said as follows:

To Lt.-Col. Forrest:—

Q. What is your occupation?

A. I am clerk and book-keeper of the Dominion Coal Company.

Q. Were you in the employ of Bell, Lewis & Company and Dominion Coal Company since April?

A. Yes, Bell, Lewis & Company and the Dominion Coal Company.

Q. What are your particular duties?

A. I have charge of the books and sale of coal.

Q. Who are the members of the firm?

A. Mr. J. L. Lewis, G. H. Lewis, A. G. Yates, Major Walsh and F. A. Bell of Buffalo.

Q. Are both Lewis' members of the firm?

A. I understand so.

Q. Where do the members of the firm reside?

A. Two, I think Mr. Bell and Mr. G. H. Lewis, live in Buffalo; I don't know whether Mr. J. L. Lewis lives at Winnipeg or at Lachine; Mr. Yates in Rochester; and Major Walsh at Port Arthur or Brockville.

Q. Does this firm do business in the United States, and, if so, under what name?

A. The same members of this firm have business in the States, both in Buffalo and Rochester.

Q. Is Mr. Walsh a member of both this firm and the American firm?

A. I don't think he is a member of the American firm.

Q. Did the firm in whose employ you are ever make any contract in the name of Bell, Lewis & Company?

A. I don't know of any contract, but I understand there was one.

Q. Did you ever know of any contract that Bell, Lewis, Yates & Walsh ever had in reference to the North-West Transport business?

A. I understand there was a contract made in the name of Bell, Lewis & Company. I could not give any particulars about it at all.

Q. Or Bell & Lewis, or Bell, Lewis & Company?

A. I could not give any particulars at all of the contract.

Q. Do you make balance sheets from time to time and send them to the different members of the firm?

A. Not to the different members. We give them to Mr. Lewis when he comes here, and he distributes them. We give him one copy, sometimes two.

Q. In this statement was there any reference to the moneys received or paid in respect of any Government transport?

A. No, there was nothing in them. They did not appear in my balance sheet.

Q. How is that balance sheet made up?

A. We make a trial balance sheet every month. I have not sent any to Mr. Lewis at all. These moneys for this transport service did not appear in either the trial or balance sheets.

Q. What moneys, by cheque or other wise, have been paid to Major Bell through the Bell, Lewis, Yates & Walsh account since the 1st of April, 1885, on what account?

A. I know there was some paid him for teams, and there was another cheque for private funds through some private deal of Mr. Lewis and Mr. Bell in connection with the Bell Farm. He deposited some money and that was paid back to him. Only one cheque besides that was paid out, and that was for the balance of the teaming account. There was nothing paid him on account of freighting. Nothing passed through my books. He deposited some money with our Company, a cheque for 25 or 30 hundred dollars and that lay at his credit for a couple of months, and he got money once or twice on account of that, and there was a balance paid him, some 5 or 6 hundred dollars when the balance was made, and he got a cheque for one thousand dollars.

Q. Have any moneys been received by you from the Government on account of the North West contract business?

A. I never received any money. I came over here one time to get a cheque, and it was refused me. They would not pay to any but members of the firm.

Q. Can you produce any books?

A. Yes, I deposited all the cheques in the Montreal Bank in the name of Bell, Lewis & Company. The account was going still in that name. Since that the account has been changed to the Dominion Coal Company.

Q. If you deposited large accounts received from the Government do they appear in the books?

A. It didn't go through my books. It was placed to the credit of the firm in the bank, but did not appear in the books of the firm.

Q. Is there any balance due from your firm to Bell, Lewis & Company?

A. There is a small balance due, between 4 and 6 hundred dollars; I don't remember.

Q. Can you tell me who paid Mr. George Wood, a wagon boss, up there?

A. I never heard of him at all.

Q. Is there any dispute between J. L. Lewis and the members of the firm of Bell, Lewis, Yates and Walsh, with reference to the profits on the North West transaction?

A. Not that I know of.

Q. Did Mr. Lewis ever draw any money out of the firm from this source, against these cheques deposited, and produce the cheques to show what was the amount he drew when he left for Montreal, and produce the cheques?

A. There was money drawn out and sent to Mr. Fox.

Q. If you have any books to show how these cheques were distributed produce them?

A. Any money we sent to Mr. Fox we could tell you at once.

Q. That is what we want to arrive at. Is it customary for J. L. Lewis to cheque out from your firm large sums of money without accounting for them to the firm?

A. Cheque it out and charge it to himself — for over two years he always did that. He has made large cheques for 8 or 10 thousand dollars; I remember he drew a cheque for 8 thousand dollars and another for 4 thousand dollars on his own account.

Q. Do you know that Bell & Lewis, and Bell, Lewis & Company were a different firm for the purpose of contracting with the Government?

A. Mr. Lewis told me one time that Major Bell had nothing whatever to do with him. I don't know much about it.

Q. Did you know that Major Bell and John L. Lewis, or either of them, received from the Government any sum or sums of money which were not accounted for to your firm or the members of it?

A. None; I don't believe any that came from the Government passed through the office.

Q. Do you know of any correspondence with the members of your firm, or is it a rule to advise the members of your firm of any important contract?

A. No, I never had any other dealings with the members of the firm.

Q. Were the members of it advised of any contract with the Government?

A. If so, it was Mr. Lewis advised them himself.

Q. Have you ever had any interview or conversation with Major Walsh with reference to the Government contract, if so, state what passed between you?

A. I know nothing about it; I don't know that he ever spoke to me about it.

Q. Has there ever been any fault found with you with reference to your books, statements or returns in reference to the contract with Major Walsh, and, if so, what complaints were made by any members of the firm?

A. Major Walsh asked me one day to let him see the bank book, and then he wanted to see the cash book. He asked me why some large amounts did not appear in the cash book. About 10 or 15 thousand dollars, may be 20 thousand. I told him this was some business of Mr. Lewis' that he didn't put through the books; of course I did as I was told and didn't know what it meant.

Q. When do you expect Mr. Lewis to be here?

A. I heard that Mr. Lewis was expected to be here about the 22nd.

WAR CLAIMS COMMISSION.

November 25th, 1885.

D. E. ADAMS, sworn.

Col. Jackson:—

Q. What is your occupation?

A. I am book-keeper for the Dominion Coal Company.

Q. Is the Dominion Coal Co. incorporated?

A. Yes.

Q. Who is the Secretary-Treasurer?

A. Major J. M. Walsh.

Q. Give a full description of the book in which the Government freighting accounts were kept by J. L. Lewis, and what sum of money does it cover?

A. Well, the book is a common small book, about eight or ten inches long by four or five in width. The sum received is \$98,000.00; the balance is \$681.

Q. To whom was it paid?

A. I can't tell exactly whom it was all paid to; there were expenses in connection with telegraphing, etc.

Q. It shows the expenditure and other receipts?

A. Yes, and cash sent to Mr. Fox when he was out there.

Q. What other names do you remember?

A. Well there was money drawn out up there by Lewis, and paid to Alloway of Montreal for the amount of \$7000, placed to Lewis's credit in the Dominion Coal Co's office; it was telegraphed to Montreal to Alloway, to draw to that amount.

- Q. Do you know what business Alloway is in ?
 A. He is a veterinary surgeon there.
 Q. Do you know why it was paid to him ?
 A. They have some farm deal on hand I think.
 Q. Alloway was up here some time ago ?
 A. Yes, Lewis and Alloway have stock down at Grand Forks.
 Q. You think it was on that land deal, and not in connection with the freight-
 ing at all ?
 A. Yes.
 Q. Who else was any money paid to ?
 A. It is so long since I saw the book that I don't know what the payments were.
 I think there was some drawn out for Mr. Lewis.
 Q. What Lewis was that ?
 A. J. L. Lewis : \$20,000.00 was the highest sent out. All the rest were sent to pay
 the teamsters. Twice there was, \$8,000 or \$10,000 sent out.
 Q. Were you there making entries in that book yourself ?
 A. Yes, I made them all myself ; there was a cheque drawn, I think on Mr. Lewis.
 Q. What was the amount of that cheque ?
 A. It was a large amount, something like \$30,000 or \$40,000, it was a New-York
 draft. His cheque was paid in the Bank of Montreal. There were other small amounts
 of money. Fox gave drafts to the amount of \$3,000 or \$4,000.
 Q. Did you pay any of that money to W. R. Bell ?
 A. I said before that there was \$482, but there was some besides that.
 Q. The only amount paid out was for paying teams of the Farming Company ?
 A. Yes, I am sure of that. Mr. Fox paid him \$1,000 at Qu'Appelle on teams that
 worked there, and he credited \$1,000 at the office to them, and that left a balance of some
 \$2,000 ; afterwards one cheque was paid to Eberts for \$482, made out to Qu'Appelle
 Valley Farming Co.
 Q. Were there any memoranda in that book showing whom the money drawn by
 Lewis was intended for ?
 A. No.
 Q. What was the amount you say ?
 A. I think it was \$40,000.
 Q. He drew that out as a personal matter ?
 A. Yes. He was going down to St. Louis to buy coal. Mr. Fox said he was
 going to buy it for cash this year.
 Q. You are giving a description of the book—describe so we'll know it if we see it ?
 What kind of cover had it ?
 A. Reddish paper cover, about 14 inches long and about 6 inches broad.
 Q. Is it an ordinary cash book ?
 A. Yes.
 Q. How is it ruled ?
 A. Single lines of dollars and cents with the date column. The book is about the
 length of a sheet of fool's cap, but not so wide, ruled down with the dollars and cents and
 date columns.
 Q. Has it a stiff cover ?
 A. Yes.
 Q. Is there any sort of heading in the book ?
 A. No, I didn't put any on.
 Col. Forrest :—
 Q. Is there anything to show what it is ?
 A. No, I merely intended it to keep my cash straight.
 Q. Is there anything but the cash accounts in it ?
 A. No, that's all.
 Q. You have the names in it like an ordinary cash book ?
 A. Yes, Fox's name will be there.

Col. Peebles :—

Q. It is a book containing names of persons to whom cash was paid and from whom cash was received?

A. Yes.

Col. Jackson:—

Q. Does it show the receipts of money when it was received from the Government?

A. I think it does.

Q. Where is the book at present? and who has the custody of it?

A. Mr. Perdue, in Bain, Blanchard & Mulock's office.

Q. What had he to do with the Company?

A. He is the Solicitor for the Company. Mr. Perdue and Mr. Mulock attend to the business.

Q. You say that these amounts are the only amounts paid to Bell?

A. Yes, the \$1000 and the \$482 paid here; but the money sent to Fox was paid at

Qu'Appelle.

Q. Then you think that was all to pay the hire for teams for the Company?

A. Yes, I don't know what Fox paid on account. I know he paid \$1000. I saw this on the statements he brought back.

Q. In the absence of Mr. Lewis, who instructs the Solicitor what he has to do?

A. Fox does, he is the Manager there.

Q. This cheque book, was it a special one, what form of cheque book was it.

A. The Montreal cheque book, it was on The Coal Co.'s ordinary cheque book.

Q. Was it the one in use by the Company?

A. Yes, the Bank of Montreal regular form.

Q. Could you pick them out from among the others?

A. Yes, certainly; these had reference to the disbursing of these amounts.

Col. Forrest:—

Q. It was not a separate cheque book?

A. It was the same book, not a separate one.

Col. Jackson:—

Q. Do you know what the objection is to have these books brought here?

A. I know Fox did not want them brought here. I didn't understand why it was; I think he didn't wish them brought here in Lewis's absence; he thought he hadn't the authority to bring them out in his absence. It was not because of anything that was in them that they were not brought over.

Col. Forrest:—

Q. Except that cheque for \$40,000 which Lewis drew out, the rest has all gone for expenses, you think?

A. Yes, sir.

JOHN STEWART called :—

13th October, 1885.

Col. Jackson:—

We have asked you to come here to-day to give us some information with regard to the Transport Service of the North-West Field Force, in which you are interested. To relieve your mind regarding any claims you have, I may say the Commission have recommended the payment of your claims, so it may not influence, in any way, anything you have to say?

Witness—So far as giving evidence as far as I am concerned, the greater portion of my knowledge is in telegrams and papers. If I had known two or three days ago, I could have given evidence to-day. I would like to have it postponed for two or three days.

Q. When could we have those papers here?

A. About Saturday night.

Q. Could we depend upon your return?

A. Yes, you could depend upon my return here then with the papers.

Q. You are sure you could be in Saturday night or Monday ?

A. Yes.

Col. Whitehead :—

Q. Are your papers of such a nature that you could assist the Government and help them from being defrauded ?

A. I will give them all the papers I have in my possession, and they may decide on that.

Q. Do these papers treat on anything in connection with that Moosejaw contract ?

A. There is a written contract between General Laurie and myself ; that is all the papers I have treating on that contract, then that letter here.

Q. The ones you referred to as having had here are not connected with it ?

A. No. Thomas Ross & Riddell had a sub-contract from me.

Q. Were they not bidders from the Government with General Laurie ?

A. Yes.

Q. They did not get it ?

A. No.

Q. Was your contract the lowest ?

A. I believe it was ; they did not get the contract and claimed they could not handle so large a contract, and they wished for a third ; they did not know at the start whether they could carry a fourth or a third. The first contract drawn up was for either a fourth or a third, and the thing went on a day or two, and they wanted the contract drawn up by a lawyer, and I think it was handed in to you.

Col. Whitehead :—No, I never saw it.

Witness :—When the thing was closed up they got one-third of the money.

Q. You and Major Bell had some conversation with regard to that contract ?

A. Yes.

Q. Didn't you offer him half your interest if he would do the financing for you ?

A. No.

Q. Didn't he state that Lewis had half of the contract from Clarke's Crossing ?

A. Yes.

Q. Didn't he state the amount of money necessary for those contracts was very large, and Lewis being a man of great means and a friend of Col. Whitehead's that I might be able to assist him in getting payments, and it would be an assistance to him to get in with Bell ?

A. No, he did not put it in that way.

Q. Did he use my name in any other way ?

A. Yes, he did.

Q. Let us have it out ?

A. Bell said he wished me to have a quarter of the contract ; the contract was to be in Bell's name, and I could have a $\frac{1}{4}$, and you (Col. Whitehead) were to have an interest in it.

Col. Jackson here called the attention of the witness to the fact that although he had not been sworn, he might be called upon to substantiate under oath the present statement, which he said he was willing to do.

Witness :—It was a better contract than I could get, and you would have a quarter interest, and they have a quarter each, and he would give me a quarter.

Q. In consideration of that what would you give him in return, anything ? If Bell, Lewis & Company had the contract and they had large capital why did they offer you a quarter ?

A. To have me give up the contract I had in writing ; I asked him to produce his contract, and he said he had no contract in writing, that it was an understanding that he had with Bell, Lewis. He wished me to give him a quarter of mine. In the first place he said that my contract was no good, that Laurie had no power to give a contract, and that he alone had the power to give a contract, and after a while I began to ask him if he would give me an interest in an other, and he began to write, and I noticed in that writing that he acknowledged my contract.

Q. Didn't you offer him in that writing half of your interest ?

A. No. We both signed it ; I never intended to give him half ; I wanted to catch

him on that paper, which I did, and it was the only thing that kept my contract at Moosejaw ; I never moved any of the supplies in Bell, Lewis' name ; I took the contract in my name, and Bell sent a man named Jones, who was some time a contractor under Bell at Swift Current, I think he is a machine man, and they had me sign a receipt for the goods, and on the heading of that receipt there was no Bell, Lewis mentioned. They had given instructions to the teamsters to go forth, and as soon as I found it out I wired Swinford, which telegrams can be found, that the goods under the name of Bell & Lewis.

Q. What caused you to write Boulton with reference to the contract ?

A. I wrote to Boulton with reference to the contract that you said in your telegram to General Laurie ; I can produce the date from telegrams I received the same hour. I thought I had been swindled out of that contract, and I would make amends, and I thought Major Bell had sent Jones there to do me out of the contract, and I wrote to Boulton wishing him to go to Ottawa to get the matter arranged.

Q. Have you got a copy of that letter you sent to Boulton ?

A. No.

Q. Didn't James Anderson go down to Ottawa in your behalf ?

A. No. James Anderson was going down to Ottawa, and I handed him a sealed letter to hand to Boulton.

Q. Who wrote the letter that Anderson carried down to Ottawa ?

A. I don't know anything about it.

Q. Your conversations were about these frauds with Anderson ?

A. Yes.

Q. Will you tell us what Anderson advised you ?

A. I cannot say that he advised me to do anything. I knew that Anderson was at Qu'Appelle, and that he knew considerable about the matters, and we had a talk at Qu'Appelle over the matters twice and once at Moosejaw. I never gave him a dollar to go to Ottawa in my life.

Q. When Bell told you that I (Col. Whitehead) had an interest in that contract, were you aware that Bell hadn't the pleasure of my acquaintance ?

A. No, I did not stop to think ; I did not know anything about it, and I did not care ; I wished to hold the contract that I had with Laurie, and Bell said that it was no good, and when he began to write, I got a copy of it, which was the only thing which saved me ; and when I returned Bell had given my contract to Ross & Riddell while I was away at the Elbow River, and he signed " W. R. Bell," and did not sign Transportation Officer, and the men would not act, and on my return from the Elbow on the 21st, I took my copy and went down and I threatened him pretty hard, and he took a back seat and allowed me to go on with my contract at Moosejaw. The bills shew on their face that the goods were shipped at the Elbow, and I had go to the Elbow to see about the goods being shipped, and in my absence Bell gave my contract to Riddle & Ross ; when I came back I saw the boys, and they shewed me the letter that Bell gave them, and they read the order, and they all say that Bell signed W. R. Bell, not Transportation Officer, not committing anybody but W. R. Bell, and they refused to go on with it, and I went on with my contract.

Q. This is a letter signed by you—is it not ?

A. I think this is correct.

Q. Is the purport of that letter correct ?

A. I believe it is.

Q. You say you are perfectly willing to swear that I had no interest in those contracts ?

A. No. This states that I never stated to Boulton that you had ; Boulton can produce the letter I sent him. It will speak for itself.

Q. It further states that the information was obtained from you, and you personally were defrauded of a large sum of money ?

A. I consider I was : I kept my teams waiting from Friday night until Tuesday, waiting to go on with that, and Bell wired for me to come down and he would give me the contract, and you wired me to come down, and then he wired : If you do not come down I will give your contract to somebody else.

- Q. Was this after I wired you that I would confirm the contract?
- A. Yes. Laurie said there would be some trouble; Bell would give me a good deal of trouble; this was another contract; I think my first contract was \$135 ton.
- Q. What was your contract from Qu'Appelle to Clarke's Crossing?
- A. \$150.
- Q. Are you aware that it was moved for less money?
- A. No, there were ten feed stations on the road, and they fed on the road, and I fed my own teams.
- Q. Can you prove that?
- A. No, I have heard so.
- Q. That is the information we want if you can give it to us, so that we may use the information so as they may stop from parties money going to them?
- A. I was told it by some parties, and I can tell you something further that Bell told Ross and Riddell if they took the contract at my figures that they could have the feed for nothing. They told me this when I returned.
- Q. Were they to take it at the same figures?
- A. No. The figures were to be less.
- Col. Whitehead:—How much less?
- A. I have forgotten the figures, but he offered less figures than I was getting.
- Q. In face of the large quantities of supplies and forage that we had, and Bell offered food, etc., in consequence of the lower figure, don't you think it would have been much better for the Government to have saved so much on the ton and paid the difference in forage?
- A. That would be a matter for the Government; I think they should be a very good judge of that now.
- Q. I am asking you for an opinion.
- A. My contract was in writing, and I could not give up my contract to anybody.
- Q. Why did you wish to get half or quarter of the other contract?
- A. I wanted to catch Bell on that, and I wanted to get a copy, which I did, to use afterwards.
- Q. Therefore you put your name to a piece of paper that you had no intention of carrying out?
- A. You can call it as you wish.
- Col. Jackson:—We would like you to bring these papers on your return?
- Q. Do you know what Bell it is who is the firm of Bell, Lewis & Company?
- A. I understand that it is an American gentleman connected with coal mines in Buffalo; I am well acquainted with J. L. Lewis. The Bell in the contract is Major Bell, to my certain knowledge.
- Q. This is the man who was acting as Assistant Transport Officer?
- A. Yes, the Bell I have never met in Winnipeg; it is Major Bell and John L. Lewis.
- Q. Do you think there is no doubt about it?
- A. I know there is.
- Q. Had Bell ever any carts of his own, or ponies, or anything else?
- A. He had the teams of the Bell Farm; these are not his individually, and he had twenty carts and ponies.
- Q. Do you know where he purchased them?
- A. From the C. P. R.
- Q. Did he purchase them specially for that contract?
- A. Yes; I purchased them from the C. P. R. and hurried them over to him when I got the Moosejaw contract; it was about the 15th of May, some time prior to any contracts.
- Q. Do you know of Bell purchasing any hay and selling it to the Government?
- A. I cannot state anything further than what he told me.
- Q. What did he tell you?
- A. That he was selling to the Government a few hundred tons of hay.

Col. Whitehead :—

Q. Did he say to the Government, or Hudson's Bay Company ?

A. I understood the Government; I did not pay much attention to it, and I have forgotten the price.

Q. Was it on his own private account or on account of the Bell Farming Company ?

A. I don't know, and I would not like to offer anything in evidence which I could not be certain of, and he may have turned it in; I never heard of any hay being cut on the Bell Farm for the Government; I heard there was an Inspector to examine the hay at Qu'Appelle, and there was a Commission, and it was rejected.

Q. It did not appear to be necessary to inspect that furnished by Bell ?

A. I suppose not.

Col. Whitehead :—

Q. Did you see the hay ?

A. I saw the hay he told me he supplied.

Q. Was it poor hay or good hay ?

A. It was poor hay.

Q. What was wrong with it ?

A. It seemed coarse and old.

Q. Was it sweet ?

A. No, it was not. It was not hay that I would like to feed my own horses on; it was musty.

Q. What month was that ?

A. It was the close of May or the first of June.

Q. Was the hay delivered from Qu'Appelle or at Qu'Appelle ?

A. It was delivered at Qu'Appelle and Moosejaw; he showed me some at Moosejaw which he said he furnished.

Q. In what name was that furnished ?

A. I don't know, I am sure; I am sure that he pointed out hay which he said came from his machine, and it came to Moosejaw to be bound up and wired by the machine.

Q. What did you think was Bell's object in mutilating the contracts in the way he suggested ?

A. He wished to get the contracts himself; and further, about the close of the transportation business, J. L. Lewis came to Moosejaw to see me, wishing me to turn over all my bills to him and he would give me money enough to pay my men, which I can show by telegrams, and then he would divide the profits between himself, Bell and me.

Col. Whitehead :—

Q. Then I was left out in the cold ?

A. You were not mentioned at all—you were left out in the cold; and I can show by telegrams that he was coming with money on the train, and I refused to have anything to do with it; and I asked him what we could do with Ross, who had a contract, and he said, "We can pitch him out altogether," and I was afraid to touch Bell or Lewis.

Q. You had some teams engaged ?

A. I had; I sent out 100 teams; it did not interfere with the other at all, these teams were at Qu'Appelle and Swift Current.

Q. You were awhile at the front, and you are a pretty good judge of the cost to the Government to move the supplies by the day system, and were when you made your tender to move from Moosejaw to Clarke's Crossing ?

A. Yes; I learned from the Hudson Bay officer who was paying men at Qu'Appelle, and he told me that it was costing from \$500 to \$700 a ton.

Q. And you consider that your contract at \$135 was a saving to the Government ?

A. It looks that way to me.

Q. You considered from the time you made your contract that the Government were moving them at a much less cost than it was previously costing them ?

A. Oh, yes; in the first place, the Government had teams which cost from \$18.00 a day, and these teams were only pulling 1,800 or 2,000, and the teamsters were doing as they pleased, and they would take them eighteen or twenty miles and dump them on the ground at night, and some other teams would come and take them on, and they were

loaded ten times before they reached Clarke's Crossing, and I loaded my teams 2,400 and 3,000, and I billed them all the way to Clarke's Crossing and brought back anything to come; I do not say to-day that I went into that contract as a philanthropist; I knew pretty well what my teams would do, and just how far I could take them in a day. I have been dealing with teams for twenty years.

Col. Forrest:—

Q. At the time you made those contracts the price had gone down from \$10 to \$4.50 a day?

A. No, not at that time; in my contract with the Government you will see all I asked was \$5 a day, if they used my teams by the day.

Col. Jackson:—

Q. Then the Government would furnish you with forage?

A. My contract will tell; I think the Government have charged me for my teams while they were working for them by the day; if I had known I could have hired teams at \$2; I had the offer of working on the construction of 100 miles of telegraph; the prices had gone down, and men were willing to work for almost anything; there was no trouble at any time from the start; there was no murmur from any one when the teams were cut down from \$10 to \$4.50; when we were working on the railway we were getting from \$2 to \$2.50 a day, and that was all we looked for; contractors were willing to do it for very little.

Col. Jackson:—Will you kindly bring in those papers?

A. There are some papers which went from Bell to Laurie ought to go in the same time as mine, and the copy of yours, Col. Whitehead, should be forthcoming.

Col. Whitehead:—I never mentioned Stewart's name in my telegrams.

Col. Jackson:—There was some talk about a contract being cancelled at Moosejaw and re-let at a higher rate. What was the meaning of that?

A. I never heard anything about that, excepting the telegram from the Colonel here cancelling my contract on the 9th of May.

Col. Whitehead:—You had so many days after my cancelling your contract to continue it?

A. I know I had, but Laurie said: You know and the Government know that they don't want all that stuff taken back to Clarke's Crossing.

Q. Do you know why I cancelled that contract?

A. No, I don't know anything about it.

Q. I had found that a large quantity of rotten stuff was being moved, and I thought it best to cancel the contract.

A. The rotten stuff that I saw was particularly feed.

Q. It has been sold by auction since?

A. I don't know; a few bales of hay have been burned, but there was no rotten stuff moved from there, because there was some oats there when I went there, and I wished to move all mine, and Laurie would not let me. I will return Saturday night.

November 13, 1885—4. P. M.

JOHN STEWART being duly sworn, saith as follows to Lieut. Col. Forrest:—

Q. What is your occupation and residence?

A. Manitou is my residence; occupation, railway contractor.

Q. You were a contractor of the Transport?

A. Yes.

Q. Will you please state to the Commission all that transpired while you were in connection with that contract?

A. I have a copy of the contract with me. This is not the original. The original contract differs a little from the copy that you have. "Moosejaw Route accepted" was not in the first contract. The first contract was for Qu'Appelle and Moosejaw; also from Moosejaw to Clarke's Crossing and from Qu'Appelle to Clarke's Crossing. It was an

exact copy of that contract, with the difference of that term, "Moosejaw Contract accepted." The other contract was an exact copy of the one I produce, except that term on the right hand, "Moosejaw Route Contract accepted." That was not in the other contract, and immediately on the completion of the writing of the contract the same party that wrote the other wrote this (document produced) subletting a portion of the Qu'Appelle contract, as well as a portion of the Moosejaw contract. It was written the same night. I would like to retain all papers in my possession until I have finally settled with the Government; that is all papers that are any evidence whatever of my contract with the Government. They were written, by the way, by Mr. Dixon here, and he wrote this, subletting a portion of the contract, and the other one I gave to the Transport Officer at Clarke's Crossing on the 28th or 29th of the month. He was fully appointed, and was going back to take charge of Clarke's Crossing, and I told him that the freight that was going forward on the Moosejaw trail was under my contract. It was Captain Hudson.

Q. Was the first contract accepted?

A. Yes, certainly. That proviso excluding Qu'Appelle was not in the original contract, and the same man that wrote that knew that it was not, and he also wrote this, subletting a portion. It was signed by General Laurie and myself. (Document produced subletting a portion.)

Q. You sent in a contract for freighting from Qu'Appelle and Moosejaw?

A. Yes, I put in a tender at both places, both Qu'Appelle and Moosejaw.

Q. You also had a tender in for Saskatchewan Landing to Battleford?

A. I never had a contract for that. I made a written offer to do it, and from Qu'Appelle to Clarke's Crossing as well as from Moosejaw to Clarke's Crossing at five dollars less than the contract. Then when I found I could not work the Qu'Appelle line I made this contract to Ross & Riddell (produced); that is the contract from Moosejaw to Clarke's Crossing, giving them one-third of the tonnage. I sublet one-third of the contract to Ross & Riddell on the 19th of May. It was dated back to cover some work they had done a few days say. This one superseded the small one subletting a portion.

Q. Why did you make a sub-contract with Ross & Riddell?

A. They were bidding at the time that I did, and when Laurie explained to Ross & Riddell and myself, they stated they could not handle it all, and we were to divide the contract.

Q. Have you anything about a memorandum of agreement between you and Major Bell, and also give your reasons for signing that?

A. On the 20th I went to Qu'Appelle to take possession of the Qu'Appelle route. I found Mr. Jones there, Mr. Bell's clerk, and I could not very well take possession that night of that route, and I waited until night. Major Bell arrived from Winnipeg on the night of the 20th of May. We did not have much talk that night, but the following day I went to his office and told him that I had the contract, and wished to take charge of the work. He told me that he had a contract himself covering Qu'Appelle, Moosejaw, Swift Current and Calgary, and that he had made arrangements in Winnipeg with J. L. Lewis and Mr. Whitehead as partners to handle all the freight, and wished me to go further west. I did not wish to do so, and he told me that Laurie had no right to give a contract, that he was a "damn fool," and that he would have him dismissed before a week. I had learned, however, that Mr. Wrigley, of the Hudson's Bay, did not consider Bell had the right to give contracts, and I learned in this office from Col. Whitehead something tantamount to the same on the occasion of Bell wiring me to produce fifty teams, and get transportation for four or five teams, and Mr. Whitehead said that Bell had no right to order teams. He told me that J. L. Lewis and he and Whitehead were going to work in together, and that he would give me an interest in that contract at \$212 a ton, and he put it in writing. He would give me an interest at higher prices than my contract. I saw then he was about to recognize my contract in writing. I was afraid of the man, and I was very anxious to get his signature, and I never intended to go with him, so he made a little memo., a sworn notarial copy of which I have here. (Produced and filed. Exhibit "R.")

Commission now adjourned for thirty minutes.

WAR CLAIMS COMMISSION.

John Stewart's evidence continued.

Col. Jackson:—

Q. You understand you are still on your oath, Mr. Stewart.

A. Yes. Bell had refused to recognize my contract with Laurie, and said that Laurie had no right to make a contract; and I notice in the memo., that he had written, that he recognized my contract. This was the reason that I signed that memo. and I wished some recognition from Bell on the contract. While in the office with him on that occasion, his figures were to be \$212.00 per ton for Qu'Appelle, from Qu'Appelle to Clarke's Crossing, and from Moosejaw to Clarke's Crossing and from Saskatchewan Landing to Battleford. He stated, to make the thing look right in the eyes of the public, he had arranged with Col. Whitehead to call for tenders, and I remarked that these tenders would soon interfere with the present contract. He replied "O, no, we intend to pigeon-hole the tenders until every thing is over." That is about all that happened at that interview. I went that night to Swift Current after teams to perform the Moosejaw contract, and on the 24th of May I made my first shipment from Moosejaw to Clarke's Crossing or to the Elbow. On the 25th of May I received the following telegram:

QU'APPELLE, 25th May.

"J. Stewart,
(Exhibit "A") Moosejaw,
"You better go to Swift Current, matters there are rather mixed.

"W. R. BELL."

I refused to go, and explained everything to General Laurie, and told him about the arrangement that Bell wished me to acquiesce in. I showed him the memo. dated the 21st May, referred to in former evidence, and told him about the tenders that were to be pigeon-holed; and continued on my contract with General Laurie. I positively state that I didn't work nor acquiesce with Major Bell in that agreement one hour or one day. On the 27th Bell came to Moosejaw to inform me that the boat had left the Elbow, and that my teams had better be forwarded to Clarke's Crossing. Before seeing me he had seen General Laurie, and he told me that I had exposed him to Laurie, and that we would have a difficult matter in settling up with General Laurie. I had sent for a team to start to the Elbow to overtake the teams. I made no answer to Bell. But I found Ross and Riddel, my sub-contractors. Riddel I wished to take with me to the Elbow, and told Ross to have nothing to do with Major Bell until I returned. I immediately started for the Elbow, and arrived at nine o'clock that same day. The following day I reloaded the teams and returned with Sergeant McQueen to Moosejaw on the day after. On the way I told him my difficulty with Bell, and on meeting some new teams stopped them and examined the shipping bills, and discovered that the goods were being shipped with the name of Ross and Riddel. I arrived at Moosejaw that night, found Ross; he showed me a letter which might be called a contract with Major Bell. He had shown this previously to General Laurie, and they discovered that Bell had signed this merely "W. R. Bell," not binding the Government. Ross stated the reason that he had accepted this from Bell was Bell told him that I was going further west, and that he had arranged with me before I started. I told Ross that he had no arrangements with him, and that I would continue on my contract with General Laurie. Ross handed me the paper, a letter Bell had left him. It reads as follows:—

"MOOSEJAW, May 27th.

"My dear Stewart,

"I have made a very satisfactory arrangement to me. I have quite cleared myself with the General and satisfied Ross entirely. Now I have laid a foundation for a good thing for you, and I want you to fall in with my arrangements, and I trust all will come out to our mutual satisfaction.

"Yours in haste,

"BELL."

(Exhibit "B")

Col. Peebles.

Q. Is that the original?

A. Yes. I told Ross that I would not fall in with Mr. Bell's arrangement, consequently Ross gave up the arrangement with Bell, and continued shipping on my contract, afterwards assigning all the shipping bills to me.

QU'APPELLE 5) 29

(Exhibit "C")

" John Stewart,

Mooscjaw,

" See Gen. Laurie regarding Swift Current supplies.

" W. R. BELL. "

I saw General Laurie, and he told me the supplies referred to in the telegram dated at Swift Current and addressed to me, were the same.

(Exhibit "D")

QU'APPELLE, May 21st.

" Gen. J. W. Laurie

" Will handle mail as reasonable as freight according to speed. Will close with you to-morrow there, as I leave for Swift Current to night with owners of teams to give them contracts. Tell teamsters so. Will haul goods from landing to Elbow at prices corresponding to present contract, if trail is good.

" JOHN STEWART. "

" SWIFT CURRENT, May 21st.

" John Stewart,

" Qu'Appelle.

" I am discharging over two hundred teams at Saskatchewan Landing to-morrow, and there is a supply of stores at that point which I may leave for steamers or bring in here for transport to Moosejaw. Do you wish to have any of these teams, and, if so, would you contract to move stores at that point to Elbow or to Clarke's Crossing, and, if so, what quantity and at what price? Reply immediately, as I am sending away the teams.

" J. W. LAURIE. "

He asked me to make a tender to haul the goods from Saskatchewan Landing to Battleford. I made up a tender at \$135 per ton, and I to bear all expenses and to take the teams from Moosejaw by trail and not by rail. General Laurie was communicating with Colonel Whitehead and General Middleton about the same supplies. A party named Rutherford also made a tender that day, and General Laurie recommended my tender, as I had a large number of teams which I could turn in, and wired recommending my tender to Col. Whitehead, who replied to give Stewart the contract. At the close of the telegram it states I would advise Bell or he would advise me, I don't know which. I wished to start at that moment with the teams to Saskatchewan Landing. Laurie said no, that Major Bell's consent had better first be obtained, or he would give me trouble afterwards. Consequently, he wired Bell, then Major Bell wired as follows:

(Exhibit "E")

" QU'APPELLE, 30th.

" Jno. Stewart, care Mr. Ross,

" Come down here first train.

" W. R. BELL. "

I didn't go down. He wires again, as follows:

(Exhibit "F")

" QU'APPELLE, May 30th.

" Jno. Stewart,

" Let me know what you do with Black's teams. Want to see you at once to arrange about Swift Current freighting. This is very important. Come down to-day, if possible.

" W. R. BELL. "

Another telegram :

(Exhibit " G ")

" INDIAN HEAD, May 30th.

" J. Stewart,

" When will you come down ? Let me know as I close contract before to-morrow night.

" W. R. BELL."

(Exhibit " H ")

" QU'APPELLE, May 30th.

" John Stewart,

" Arrange on best terms to engage eighty teams just arrived to go to Swift Current.

" A number of teams there have re-engaged, but not enough. The new engagement will not interfere with the old contract regarding free transportation home.

" W. R. BELL."

(Exhibit " I ")

" QU'APPELLE, May 31st.

" John Stewart,

" Are you coming down here to-night ? Reply quick.

" W. R. BELL."

I replied as follows :

(Exhibit " J ")

" MOOSEJAW, May 31st.

" Major Bell,

Qu'Appelle.

" If my contract is accepted would like to send eighty teams to-night. Please advise me, and as soon as shipping is arranged will go down and see you.

" JOHN STEWART."

I wished to go down at that time to close arrangements at Qu'Appelle, but Laurie said no, that he thought Major Bell would like to make a deal similar to our previous one. And I received this telegram :

(Exhibit " K ")

" QU'APPELLE, June 1st.

" J. Stewart,

" Will you come down ; I want to see you.

" W. R. BELL."

Also this other one :

(Exhibit " L ")

" QU'APPELLE, June 1st.

" J. Stewart,

" Do nothing in connection with contract. Have much lower offer than yours here ; unless you come down, will accept it. Reply.

" W. R. BELL."

During the sending and receiving of these telegrams I was in General Laurie's office, and he concluded best not to go down, and I didn't, nor did I reply to any of these telegrams, but started with my teams with loads for Clarke's Crossing. A few days after this I met Mr. Jones at the depot. He was on his way west. I understood from him that he was about taking a contract, and I didn't ask him what figures. I continued to work at Moosejaw. Before this contract was concluded, I went down to see Major Bell, some time after this had happened. I had learned that he was telling some of my teamsters that they would never get their pay. I went down to interview him. He was very independent, and said that I would never get my money and I told him that I was prepared to fight. I had reference to it in a business way. I told him that he was very foolish to quarrel with me, after placing such weapons in my hands. He at once referred to the memo. and begged of

me not to use that against him. I told him that it would be my last resort. I came back again to Moosejaw, and on the eighth or ninth of June I received the following :

(Exhibit " M ")

WINNIPEG, 8th.

" John Stewart,

" Contractor, Moosejaw,

" Your freighting contract with General Laurie, on behalf of the Dominion Government, cancelled herewith. Minister will decide who will have contract for transport.

" E. A. WHITEHEAD,

" Chief Commis. Officer."

I enquired of General Laurie if I could not use the ten days' notice mentioned in the contract. On General Laurie's return (he was in Winnipeg at the time), he told me he thought that they had all the supplies at Clarke's Crossing they required, and that I had better quit. I have forgotten the date of my last shipment. Before General Laurie went to Winnipeg, he saw a notice in the paper calling for tenders to be opened on June 5th. He asked me if I was going down to try and get the contract. I said no, and thought I would write out the tender, but didn't consider that tenders would be open on June 5th, as I thought they would be pigeon-holed. Lieut. Dixon knew this at the same time. I told McQueen, on the 28th of May, the story about pigeon-holing the tenders. On a Sabbath evening, June 14th, J. L. Lewis came to Moosejaw and wished me to accept money enough to pay all the men, stating that he could realize more money on my vouchers than I could. Up to this time I considered that he was working on the \$212 contract, and after paying the men he wished to divide the balance in three equal parts between Major Bell, himself and myself. He made no mention of Col. Whitehead's name whatever. I would not consent to this, and on the 18th of June I received the following :

(Exhibit " N ")

" WINNIPEG, 18th.

" John Stewart,

" Moosejaw,

" Leaving for Qu'Appelle this morning. Better meet me there with vouchers, will return first train.

" J. L. LEWIS."

On the 19th of June I received the following :

(Exhibit " O ")

QU'APPELLE, 19th.

" John Stewart,

" Leaving on freight with funds ; sorry missed you yesterday. Await arrival.

" J. L. LEWIS."

This was the day before I had the interview with Bell. Afterwards I received the following :—

(Exhibit " P ")

QU'APPELLE, 19th.

" John Stewart,

" Moose Jaw,

" Freight train West two hours late. Will you meet me here on to-night's train? I must go to Winnipeg to-night. I am ready to pay all claims.

" LEWIS."

I noticed the word claims, and thought it wasn't right. I sent the following telegram :—

(Exhibit " Q ")

" MOOSE JAW, June 19th.

" J. L. Lewis,

" Qu'Appelle,

" Vouchers not arrived from North to-day, as I expected. Will go to Winnipeg on arrival of all bills.

" JOHN STEWART."

When the bills arrived Mr. Ross and myself came into Winnipeg with them.

I have been asked to write some letters to state that Col. Whitehead wasn't implicated. On the Sunday after my arrival W. L. Boyle told me that Col. Whitehead would probably lose his position through some rumors which had been circulated, and that there was no pointed evidence against him, and that it would be well to write the letters stating the falsity of these rumors. I refused to do this, but I signed a letter dictated by him as follows:—

(Exhibit "S")

(Private)

WINNIPEG, 2nd July, 1885.

"Lt. Col. Whitehead,
WINNIPEG.

"Dear Sir,

"It having come to my ears that some one has seen fit to make the statement, both in Ottawa and here, that you are personally interested in some of the contracts for the transportation service in the North West, I feel it to be my duty to at once write and say that I hope that, should this statement be carried to you, you will not consider this gossip has been spread by me, but, on the contrary, I deeply regret that such damaging statements have been circulated.

"It is, no doubt, some idle report circulated, out of which to make political capital.

"Yours truly,

"JOHN STEWART.

"Govt. Contractor."

A day or two afterwards Mr. Blanchard came to me, and stated that he was the Attorney for Col. Whitehead, and that he intended to prosecute, and, if possible, put the guilty party in Penitentiary, and he wished me to write a letter stating that the rumors were false. I told him that if he wished me to do anything to ask me by letter. I received a letter, the second day afterwards, as follows:—

(Exhibit "T")

WINNIPEG, July 9th, 1885.

"John Stewart, Esq.,
"City,

"Dear Sir,

"I am instructed by Lieut.-Col. Whitehead to ask you to be good enough to reply to certain questions involved in a charge made by Mr. Boulton against him at Ottawa. They are as follows:—

1. Did you authorize Mr. Boulton to use your name in connection with the charges?
2. Did you write to Mr. Boulton at all about them?
3. If you did not, do you know who did?
4. Did James Anderson write to Mr. Boulton on your behalf?
5. Had you any conversations with Anderson about the team contracts.
6. Is James Anderson your partner in any of the contracts.
7. Was he a partner with you in the contract of Stewart and Earle and the H. B.

Co?

I trust that you will not consider any of these questions either improper or unjustifiable. You know, from my verbal explanations to you, the position in which Col. Whitehead has been placed, and that it is absolutely necessary that he should defend himself.

May I ask an answer at your earliest convenience.

I am, yours very truly,

SEDLEY BLANCHARD."

This to the effect that Col. Whitehead had been accused of irregularities, and I wrote the following letter, asking him to state what these irregularities were, by letter:—

(Exhibit "T" continued)

WINNIPEG, July 9th, 1885.

" Sedley Blanchard, Esq.,
Winnipeg.

" Dear Sir,

" Yours of this date is received, and in reply I would ask you to be good enough, in order to save any future misunderstandings, to send me a copy of the charges which you state have been made by Mr. Boulton against Col. Whitehead. When you can show me that Mr. Boulton has made certain charges and the nature of such charges, I shall then be in a position to answer your letter, which you will readily see that at present I am not.

" Yours truly,

" JOHN STEWART,
" Govt. Contractor."

The next day I received the following :—

(" Exhibit " U ")

WINNIPEG, July 10th, 1885.

" John Stewart, Esq.,
c/o " W. L. Boyle, Esq.,
" City.

" Dear Sir,

We enclose you copy of the correspondence between Mr. Boulton and the Government, as requested.

" Yours very truly,

" SEDLEY BLANCHARD "
Per J. S. M.

(Copy)

TORONTO, June 22, 1885.

Hon. A. P. CARON,
Minister of Militia, Ottawa.

SIR,

I am instructed by Mr. John Stewart, Contractor, Winnipeg, that he had a contract with the Government to carry freight from Qu'Appelle to Clarke's Crossing at \$150 per ton net, and another to carry freight from Saskatchewan Landing to Battleford at \$135 per ton net, and that he made all his arrangements for carrying them out, which involved the transportation of some thousand tons or more of freight. Mr. Stewart was, however, not allowed to carry out the work by those who, under the Government, had control of it, but it was handed over to other parties—Bell and Lewis and one Jones and others who have been doing the work at far higher prices than those agreed on by Stewart. Now I think, under these circumstances, payment for the work done should be stopped, and an investigation had, in order that the profits accruing from the execution of the work may be paid over to Stewart, and not to these men, Bell or Lewis or Jones, who, Stewart is informed, are interested with Bell and others who are representing the Government, and who have been instrumental in depriving Stewart of his contracts for the purpose of improperly putting money in their own pockets. I am led to believe that an investigation into this matter will not only be the means of doing justice to Stewart, but of saving the Government a large sum of money.

Yours respectfully,

A. BOULTBEE.

OTTAWA, June 25, 1885.

Hon. A. P. CARON,
Minister of Militia, Ottawa.

SIR,

Since seeing you to-day, in reference to my letter of the 22nd inst., in the matter of John Stewart, respecting the contracts for the conveyance of freight from Qu'Appelle to Clarke's Crossing and from Saskatchewan Landing to Battleford, I have made enquiries

as to the status of W. R. Bell, and find that he is acting as Assistant Transport Officer under Col. Whitehead, and, with him, has the management and control of the forwarding of supplies from the points mentioned in my letter of the 22nd inst. I am also informed that this man Bell is one of the firm of Bell & Lewis, referred to in my letter of the 22nd inst., who are doing the work which Stewart contracted for. I am also informed that Jones, who is referred to in the same letter, is in the employ of Bell. Stewart is in possession of written evidence, over Bell's signature, establishing that he, Bell, is doing the work Stewart contracted for, and at a higher price, and that he, Bell, offered Stewart a share of the profits at the higher price, in order to induce him to consent to the arrangement. Stewart also informs me that Bell told him that Col. Whitehead was also to have a share of the profits. Now, as I stated in my letter of the 22nd inst., and told you to-day, that what you want on behalf of Stewart is that no money shall be paid over on account of this work until an investigation has been heard, so that any profits which may be made herein shall be paid over to Stewart, if he is found entitled thereto.

Yours respectfully,

A. BOULTBEE.

(Copy)

(Exhibit "U" continued.)

TORONTO, June 22, 1885.

PRIVATE.

DEAR CARON,

I inclose an official letter to you in this enclosure, so that it may meet your own eye. This man has been grossly wronged, and I fancy the Government has been as grossly robbed at the same time. I am going down to see you in the matter within a day or two, as soon as I can leave. Meanwhile the payment of the money should be stopped. I shall be able to satisfy you that Bell is defrauding the Government as well as Stewart.

Yours in haste,

A. BOULTBEE,

P. S.—My own impression is that the Government are losing from \$40.00 to \$60.00 a ton, in transport.

A. BOULTBEE.

(Exhibit "U" continued.)

WINNIPEG, July 10, 1885.

SEDLEY BLANCHARD, Esq.,
Winnipeg.

DEAR SIR,

I am in receipt of your letter of this morning's date, enclosing copy of correspondence which has passed between Mr. Boulton and the Hon. Mr. Caron, for which please accept my thanks.

In answer, therefore, to your letters of yesterday, I beg now to say that, as I have never seen Mr. Boulton to speak to in my life, I think that the best way of assuring you of the truth to the answers to the questions which you have put to me will be to give you a copy of the only letter that I have up to this time written to Mr. Boulton, which will of course speak for itself.

I have asked Mr. Boulton to send me the letter referred to, and as soon as I receive it I shall be glad to hand you a copy.

I might, however, call your attention to our letter marked "private," addressed by myself to your client, dated 2nd July.

In reference to your questions numbers 6 and 7, I would say that I am somewhat astonished at your asking such a question.

Yours truly,

JOHN STEWART.

(Exhibit "R")

Copy of agreement signed by W. R. Bell and John Stewart, dated May 21st, 1885.

"This memo. of agreement between W. R. Bell and John Stewart is made in good faith and on the honor of each, that out of the contract now existing in the name of John Stewart for transport, W. R. Bell to have one-half profits or losses; that out of the contract now existing in the name of Bell & Lewis for same work, but at increased price, J. Stewart to have one-quarter interest in profits.

"W. R. BELL.
"JOHN STEWART."

May 21st, 1885.

I, Thomas Henry Gilmour, of the City of Winnipeg, Notary Public, do hereby certify that the above written copy of agreement is a true and exact copy of the original memorandum of agreement of which it purports to be a copy, and that the above was copied by me from the original memo of agreement on the 24th day of August, A. D. 1885.

T. H. GILMOUR,
Notary Public for Manitoba.

SEAL.

Lt. Col. Forrest:—

Q. With regard to these negotiations between you and Bell in the result your prices were effected by these propositions, now where there has been collusion to make up two prices have they profited by your collusion?

A. That is easily answered. I worked on the price of \$110 per ton, I didn't go in collusion, I didn't acquiesce one hour with Major Bell, it sounded too much like a penitentiary job for me. My contract was for \$110 per ton, but that contract Major Bell wished me to acquiesce in was for \$212 per ton. Had I acquiesced in this arrangement the Government would have been wronged to the extent of over \$100,000.—\$102 per ton at Moosejaw and something in the neighborhood of \$60 per ton at Qu'Appelle and a like amount at Saskatchewan Landing—the aggregate I know would amount to over \$100,000. Further, they followed my advice in changing the plan of transportation, making each teamster responsible for his load and charging him with any loss the Government sustained. Further, my contract was about one-fifth of the amount that I understand it was costing the Government to carry supplies from Qu'Appelle to Clarke's Crossing. I received the knowledge from Mr. Rigby who was handling the pay rolls and making out the cheques for the H. B. Co., in the same office with the Paymaster, Mr. Crawford. He advised me that it was costing from \$500 to \$700 a ton from Qu'Appelle to Clarke's Crossing.

That memo. was never acted upon, as we were never on friendly terms. I didn't realize a dollar from it.

Cross-Examination.

Lt. Col. Whitehead:—

Q. Did General Laurie tell you that your contract at Moosejaw was no good?

A. No.

Q. I asked the question because in a previous examination you said he did. Did you consider Bell the authorised party to give the contracts?

A. It was a very hard matter to find out who was authorised to do so.

Col. Jackson:—

Q. What date did you come to Swift Current?

A. The first visit to Swift Current I think was on the night of the 21st of May after meeting Bell that day.

Q. Why did Ross or Bell assign the shipping bills to you?

A. Bell never did to my knowledge; Ross did, he gave up the little contract Bell gave him, not wishing to act upon it.

Q. What was your contract to Battleford?

A. \$135 per ton, to be concluded in two weeks.

Q. At what rate was it carried out?

A. At a greater cost to the Government than that. The contract reads \$125 with rations; my contract was not to cost the Government any feed for the men and horses, or for transport. The aggregate would be higher in cost than mine.

Q. Why did Col. Whitehead cancel your contract?

A. I only assign the telegram I read.

Q. You state that General Laurie gave you a reason, was it not on account of damaged provisions left on hand?

A. No.

Q. Did not General Laurie tell you that the damaged stuff was left, and should not be moved?

A. He never assigned that as a reason for cancelling my contract.

Q. Do you know if these tenders were pigeon-holed?

A. I don't know if they were, my tenders were not. I never said they were pigeon-holed. In support of this I would like Lt. Dixon to be interrogated; he knows that before this I explained all about these tenders. I explained to McQueen that Bell said they were to be pigeon-holed on the return trip from Saskatchewan Landing. It was his first knowledge that tenders were to be called for.

Q. When you signed this agreement to divide your interest with Major Bell at Moosejaw did you intend to carry it out?

A. No.

Q. Then why did you sign it in good faith?

A. I wished to obtain his signature to something to recognize my contract. He broke faith that very same day by offering ten dollars less. See contract—Bell & Lewis.

Q. What was your tender at Calgary?

A. I don't remember.

Q. Then you didn't tender for the Calgary contract?

A. I won't say positively that I did.

Q. At what date did you make the agreement with Major Bell to share in the contracts?

A. The memo. is beside you.

John Stewart's evidence continued—November 17th.

Exhibits "S, T and U" produced.

I wired Mr. Boulton to return the copy of my letter, which he has not done. In that letter I mentioned the facts as I did in my evidence.

Col. Jackson:—

Q. Can you give us any information about Howard's contract?

A. No, I can't tell you anything further than hearsay.

Col. Whitehead:—

Q. Then you swear that Col. Whitehead had an interest in your contracts?

A. I never said you did; I have stated facts as far as I know how.

WAR CLAIMS COMMISSION.

November 17th, 1885.

Lt. F. J. Dixon, Staff Officer to Gen. Laurie, called.

Col. Jackson:—

Q. Do you know something about the Moosejaw and Swift Current freighting?

A. Yes.

Q. At what station?

A. Moose Jaw; at the time the contract was made I was there.

Q. Do you know anything about the transactions there?

A. I accompanied General Laurie from Winnipeg to Swift Current on the 18th of May, stopped over at Moosejaw for one day, and Laurie conversed with Messrs. Stewart, Ross and Riddel regarding a contract. There were certain written conditions he had there which were shown to the different persons, and he asked for tenders.

Q. Where did he get those written conditions?

A. He made them up. Stewart was the only person who made a written tender. Ross thought he could not carry all the work at once, so he withdrew, leaving Stewart the sole tenderer. The contract was made at the time between Stewart and General Laurie at Moosejaw. There were no supplies to move then, but when the base was moved to Moosejaw, Stewart commenced working on the contract.

Q. Do you know anything about the moving of the freight at Swift Current?

A. No. After some days at Moosejaw, some one complained that the shipping bills were made out in the name of Bell, Lewis & Co., the heading being changed, and there were a great many interviews and much telegraphing between General Laurie and Major Bell at Qu'Appelle. After that they were changed, that is the bill-heads to "Stewart, Contractor." I drew up the contract between Stewart and General Laurie, and was a witness to the signatures.

Q. Do you know anything about General Laurie's authority to make that contract?

A. No.

Q. Do you know anything about Ross and Riddel?

A. They were sub-contractors under Stewart. They withdrew, and were getting a sub-contract under Stewart.

Q. Had you any interference with Stewart on that contract?

A. There were a great many teamsters who had some trouble. They wanted to know for whom they were working, if they were hauling for Bell, Lewis & Co., or Stewart. We didn't know anything about that more than we were told.

Q. Then you know nothing particularly about that, up to the time of moving the 7th Fusiliers?

A. No. Col. Williams telegraphed to know if we had made any arrangements, but the General telegraphed that the transport would be arranged. One morning we got a telegram from Major Bell to send 25 teams to Clarke's Crossing to bring down the 7th, and then he telegraphed that they be recalled. I recalled them the next afternoon. Riddel got a telegram from Sinclair to send thirty-five teams to Clarke's Crossing; he sent them out, and that afternoon I received a telegram to send these teams. Before recalling these teams, I telegraphed to Bell that he would be responsible for the twenty-five teams for a day.

Q. Do you know if any of the teams were sent from Bell?

A. I don't know; when the 7th came in they asked me for their time, and I refused, and sent them to Col. Williams.

Col. Whitehead:—

Q. Why did you refuse?

A. Because Col. Williams told me that they were to have been discharged half-way between Moosejaw and Clarke's Crossing.

Col. Jackson:—

Q. Whose teams were they?

A. Sinclair's outfit.

Q. Do you know the number of those teams that came down and have returned?

A. No. The thirty-five teams Ross and Riddel sent out were certified to by Col.

Williams.

Q. Did you come in shortly after this?

A. I remained until after the 7th left.

Q. Do you know anything more about this transport?

A. About the Saskatchewan Landing and Battleford transport, I merely saw the telegrams sent and received by General Laurie; it is known as Howard's contract, but it wasn't known whose it was at first.

Q. Was there anything special in these telegrams?

A. No, except that he ordered the stuff to be removed by water. There was delay on account of the swollen river. It was reported about the contract being made by land, and that this man would claim indemnification from the Government.

Col. Peebles :—

Q. You said that some bill-heads were headed Bell & Lewis. Was there any contract with them. How came they to be headed that way?

A. The only explanation which they offered was that these had been sent up from Qu'Appelle where these books had been used on their old contract.

Col. Jackson :—

Q. What was the condition of the hay that was delivered at Swift Current and Moosejaw?

A. Some of it was very good, and sometimes some was very bad, often two or three bales were opened before we could get enough for horses feed, it was marshy, and of poor quality. It was apparently good, but when it was opened, it was very much spoiled.

Q. Then any person might be taken in with it?

A. Yes, quite easily.

Q. There was something there called chopped feed, what condition was it in?

A. Very good, but subsequently part of it became bad, as it was laid out in the rain, and became caked and heated.

Q. Did you examine the oats yourself?

A. No, Major Rickard was the Supply Officer.

Col. Whitehead :—

Q. Do you know the price of Ross & Riddell's first contract before they withdrew from General Laurie,—what did they tender at?

A. I don't know that an actual tender was made.

Q. Wasn't there a collusion between Ross and Riddell and John Stewart about withdrawing their tender and letting Stewart's tender alone, and then dividing afterwards?

A. The condition was they would not tender if they received a portion of the carrying from Stewart.

Q. Did General Laurie move supplies from Swift Current to Moosejaw?

A. On the cars, yes.

Q. It was afterwards moved on Stewart's contract?

A. Yes, from Moosejaw, but I don't know the quantity.

Lt. Col. Forrest :—

Q. Was it to keep up the prices that this arrangement was made?

A. It was thought that Ross could not carry the whole contract out, and if he tendered for a portion of it he might do it for less than he could for all of it.

Col. Whitehead :—

Q. You know Ross and Stewart?

A. Yes.

Q. Don't you think Ross is as capable of carrying out a contract as Stewart?

A. Yes, for it was thought that it required a great deal of capital to carry out this contract.

October 14, 1885.

Major W. R. BELL, called.

Col. Jackson :—

The matter of transport is up again, and we desire to know what you know about it?

A. Do I understand that charges are made against me here?

Q. No charges against you. It has been reported that there are certain irregularities between some officers of the Department and Contractors, and we wish to know about it?

A. My name has been brought up very frequently, has it not?

Q. There are no charges against you, any more than you have seen in the papers?

A. I don't notice that at all; if there are charges I have a right to know what they are.

Q. Can you tell us anything about the contract at Swift Current, the moving of freight there?

A. Yes, I can tell you all about it?

Q. It would be better for you to give it without questions, I suppose, if you could do so?

A. If I knew exactly what you wanted I would give it, but I understand from parties around the hotel, this morning, that they were making charges against me, and I think that it is nothing but fair that I should know what the charges are, and what I would have to explain; it appears that they are boasting that they are against me.

Col. Jackson:—No charges against you that I am aware of.

Witness:—Of course it is a very serious thing with me, and I am willing to give facts about everything I know.

Q. Do you know about the contract of Stewart, Ross & Riddell?

A. Yes; the first I knew about a contract being taken was at Troy. Stewart came and told me he had made a contract with General Laurie, for the transport of all freight from Clarke's Crossing and the Elbow, and at the same time told me he had no money, and asked me if I would advance him the money; I asked him his figures and he told me \$110 a ton for it, and he said he had sublet a contract to Ross & Riddell at \$105; I said I could not take any interest in it, but I would advance him the money; if he would confine himself to Moosejaw, I would have something to do with him, for I knew that Qu'Appelle had been given up; he went away to Moosejaw, or came to Winnipeg, and I heard nothing more about him for a week; in the meantime Col. Whitehead wired me to make contracts for freight.

Col. Whitehead here read telegram:—Having received instructions from the Minister of Militia to cancel all contracts for transport, I authorise you to dismiss all teams and re-engage them without middle system, etc.

Col. Whitehead:—And at that time I never saw the Major, and never knew him. You can confirm that?

A. Yes. As you are aware, there was some doubt about the power of the different officers, and I was careful about acting; I did not know anything about General Laurie, and all I knew was, Bedson was my superior officer, and I was receiving different telegrams, and very doubtful whether General Laurie had any power to make any contracts; I was told that he had not, and when I found that I immediately withdrew from the whole thing; but in the meantime, I had made this contract by Col. Whitehead's orders, with Bell, Lewis & Co. Lewis when I went to him, knowing him to be a strong man in this country, and I had no time to advertise, and it was a mere temporary thing to be cancelled in 24 hours, and I thought it might last only a few days, and I went to Lewis and I told him if he could get some teams, he could make some money out of it, and I was going away the next morning, and I spoke to him about the contract, and he said he knew nothing about it, but if I would go into it, take no interest but to oversee the men and push matters, he would give me half interest in the contract, and I acceded to that, but when I went home and found out that I had committed myself—Bedson told me that the General's orders were that I must give up my position as Transport Officer or the contract, and I immediately gave it up, and watched my business as Transport Officer; in the meantime, the firm was Bell, Lewis, Yates & Co., or something that way. In the meantime, when I met Stewart I tried to compromise the thing, so that the thing could be carried on down here, and I offered to give him half my interest for half of his interest in the other contract here, and he shipped a great deal after I saw him. I went and saw Lewis and told him I would have nothing to do with it, and saw Laurie, who heard the contract was being carried on in Bell, Lewis, Yates & Co., and I told him I had nothing to do with it; there was a great deal of freight left there, and it had to be moved at once; there were some 500 or 600 tons there; I went to Moosejaw, and saw Laurie and told him Stewart was out of it, and told him Lewis did not want the contract at Moosejaw, and said, I will make a contract very much below Stewart's prices; and knowing at this time there was a doubt about the contract Laurie had made, I did not think it would be recognized here, and I told him I could make a contract for \$80 or \$85 with Ross & Riddell, with better men than Stewart, as I knew he had not a single dollar when he started the work, that we could not give the contract to him at Swift Current as he was losing at Moosejaw, and he agreed to that, and I made a contract with him, sav-

ing in all about \$20,000 on that contract. But, in the meantime, the Northcote had gone down the river, and that stuff had to be pushed up; I went down to Troy, and General Laurie and I got a contract up, that Ross was to take that; but when I got back, Laurie wired me, in the face of his agreement to accept Ross & Riddell's tender, which he dictated the greater part to me, that he was going to make Stewart stick to his contract. Every contract that I made was to end in 24 hours' notice. When I found that out, he wrote to me that Stewart was going ahead with that contract, and he strongly advised me to give him the Swift Current contract, and said he had offered to do it for \$130, the Government supplying everything, and knew he could not carry it out, and that there would be trouble, and I was bound I would not give it to him; and I sent up a clerk that we had there, Jones, and told him that if we could not get contractors, we could run the thing ourselves cheaper to the Government.

Col. Whitehead:—General Laurie wires you have not answered his telegram about contract with Stewart, about freight between Saskatchewan Landing and Battleford. Please arrange for the present until tenders are allotted.

Q. What did Jones do?

A. When he went up, he started by the hundred, at three fifty a hundred; there was no contract, *and he was to hire the teams on the best terms that he could hire them.* He went up and in three or four days, he made a contract with Thomas Howard, and I immediately wrote him to come back, that Howard had the contract. I have never acted in any of these matters without orders from Col. Whitehead or Bedson, and there's a telegram that I received to bind contractors to carry it out until somebody got at it, and I objected to Stewart doing it, and I thought I was doing my duty when I was trying to save \$25,000 to the Government in the Moosejaw contract, and General Laurie would not allow it. The contract with Stewart could be cancelled in ten days, and at the same time Stewart agreed with me that he would throw up that contract, and he was to receive no consideration, except that he was to get the Swift Current contract, which I thought was much fairer at \$150 than the other at \$110, especially as I could let the Moosejaw contract at \$80, if I remember right. I will find out and let you know. But I know there was a large amount of money saved there, and I pointed it out to General Laurie, and he quite agreed with me, and the moment I got home I found the whole thing was broken; I think it turned upon a matter of authority, and he thought he was doing the right thing, and I immediately telegraphed to you, and I also told General Middleton, and I tell you now, as I will tell you under oath, that I had no interest in the contract. I lent Stewart money, and I had to lend him money to buy a suit of clothes, and money to pay his board, and to get him out of town, and he has not returned it yet. I thought at first that he was a man of money, and at the first I thought it was a straight bargain that I was to have a half interest if I advanced the money, but I found out that he was such a scoundrel, and I withdrew, and I did not think there was anything dishonest about it, and I claim so to-day, as I thought I was cutting the whole thing down to half the price.

Q. When you and Stewart were talking about this contract, there was some proposition that there were to be some shares?

A. No, the understanding was that he was to have a quarter interest in my contract.

Q. It was stated there were to be five shares, and yourself, Stewart and two others were named, the fifth was not named, and we want to know whether that fifth was to be retained for any other individual?

A. I know what you mean, but I would rather answer the direct question, but Col. Whitehead had no interest; I never saw him to that moment in my life; the arrangement was that I had a half interest with Lewis, and I wanted to barter my half interest with a half interest with Stewart. There is the agreement, which I want to keep, which is to show that I was to have half interest with Stewart, and I was to divide my half interest with Stewart in the Bell Lewis contract, but as far as Col. Whitehead goes, I regret very much that the thing has ever come up, but John Stewart or any other person has no reason to state that I ever stated that Col. Whitehead had any interest in that contract. He has done so to blackmail me, and I don't know why, unless it is because I advanced him money to start in. I lifted him out of the ditch. In starting the thing I told him that Lewis was a man from Montreal, and he would be able to finance better than we could,

knowing Col. Whitehead, and help us to get our settlements better than either he or I could, but, on my word as a man, that is the only thing I ever told him, and I don't know how in the world he could have taken anything other than what I meant by that.

Col. Whitehead here read telegrams of 21st of May from his book.

Witness:—I think the contracts I have made should be brought up as I made them, all subject to your order to be cancelled in twenty-four hours, and I thought I had secured myself and the Government when I made the contract with Bell, Lewis and Yates; I could not find anybody to take it.

Q. Could you not have got the middlemen?

A. I had no authority in the first place to do it, and I could not do it; I understood at that time that there were to be no middlemen, as the cry was at that time about the contractors in the middle taking the contracts and making so much out of them; we could not depend upon teamsters; we could not trust any teamsters on the road. I think it was just before the 21st of May, that I refused to obey your (Col. Whitehead's) orders at all; I thought you would understand that I could not obey your orders, and take one order from you, and another from somebody else to the contrary; I think the first time I ever met Col. Whitehead was on the night of the 21st; I saw him in the club for a few moments; I was introduced by somebody, and I came down to see him what this meant.

Q. Was there any arrangement between you and Col. Whitehead?

A. Not the slightest, except to facilitate the thing; we went and saw Mr. Wrigley; I knew there was money being wasted, and Col. Whitehead and I went to see him; I think on the morning of the 23rd.

Q. Did you understand that it was to be carried out—the contract was to be carried out—by weight, providing the Bell Farm teams were kept on at \$10 a day?

A. Not at all; the first teams that came in afterwards were dismissed immediately and reduced to \$4.50 a day. Nearly all the teams were dismissed in May, but there were some of our teamsters with the General to the very last, and these are our accounts in to-day for \$5 a day.

Col. Jackson:—I wish to have it cleared up, as it is suggested.

A. Not at all, as far as I am concerned I am sorry that my name should have been mixed up in saying that Col. Whitehead was in any way interested in the contract, and it has not emanated from me; I believe there was a question about our hay.

Col. Forrest:—You say distinctly for June and July they were charged at \$5?

A. No, I don't say that, but I say our teams that were with General Middleton were charged at \$10 a day until they came back; I could not dismiss them when they were at Prince Albert; I dismissed the teams as fast as they came in and they were sent home. It was impossible for me to hire teams and not middlemen; the teamsters were not responsible men, and I had to make my contracts with others; the first intimation I got about the teams being dismissed was the telegram that I got from Col. Whitehead. General Laurie dismissed them at Swift Current, and in consequence of that I telegraphed my resignation to General Middleton.

Q. It is said that the Bell Farming Co., of which you are manager, had the contract to deliver hay?

A. We had, with the Hudson Bay, nearly nine hundred tons altogether; the price was 20 dollars loose hay and 22 dollars wired.

Q. How much did you deliver?

A. We delivered between eight hundred and nine hundred tons, I don't know exactly.

Q. Do you know the date of your last delivery?

A. I think the last lot was in May or the fore part of June; It was a very small lot, just delivered around Troy to keep the teams coming back.

Q. It is reported there was a large lot of hay along the line in excess of what was required; I suppose you received that in telegrams from Captain Hudson?

A. No, I did not; the cry all the time was that they were short of forage. I never received a telegram from Hudson in my life.

Q. It has been reported that a great deal of that hay was in bad condition when shipped?

A. Yes, there was a great deal of it.

Q. How did it come to be so bad?

A. They say it was all right when it was shipped from here, and I went to Captain Swinford, and told him that I was not going to ship any more like that. Ours was shipped from Qu'Appelle, and I can get you a certificate from Archie McDonald to shew that our hay was the best that was shipped.

Q. Wasn't he a contractor?

A. He was a contractor, I suppose, as a Chief Factor of the Hudson Bay Co. He made nothing because he was not interested in it, as far as I know. The contract was made before I had anything to do with the transport; my accounts have all gone into the office here to be settled; I cannot say that he was making any profit on it, but I know that we got just what we agreed to get, and he has never got a dollar from me, and never will get a cent from me; my accounts have gone into the Hudson Bay Co. and this contract was made before I went into the transport service. We had a large quantity of hay there to sell, and of course we were willing to sell it, and I can prove that it was the best hay that was sold to the Government through the whole engagement, and that the teams that I engaged were the best. It cost us \$7 to have it pressed, double-wired.

Q. There seemed to be great desire at Qu'Appelle to forward this hay to the front—why was that?

A. That has nothing to do with me; I never shipped a bit of hay; our hay went up the first part of the season; it came from Winnipeg.

Q. You sent up a lot of hay that was damaged?

A. Not from our farm; it was spoilt in transit; it was all burning when it got to Troy; it was bound up wet, and I went to Captain Swinford, and called a commission, and said I would not ship any more like that, and General Laurie had it examined, and he found that the only good hay that was delivered was our hay, not because I was any more honest than any of the rest, but because it did not have to come so far; we broke open some of the cars of hay, and found it was wet-packed, and almost on fire.

Col. Jackson:—Who ordered the opening of the cars, when it was found that that hay was so bad?

A. Our clerks did the most of it; we shipped whatever Captain Swinford wanted shipped. Captain Swinford would tell the clerks what to ship, and they would ship it. When I got there was the first day that they employed oxen, and instead of taking 600, we took the full ton, and I placed these oxen between different stations to take the full ton and McKnight telegraphed me that the first lot that got there was no good, and it was then that I referred the matter to Captain Swinford, and that was the first I knew of any bad hay being sent; baled hay looks perfectly right and straight on the outside, but you break it open, and you will find it is perfectly rotten inside; I have given you exactly the facts, just as I have reported them to General Middleton, and I think, comparing my statement of to-day with that which I gave General Middleton, you will find that I have given you the fair straight story, and it will compare very fairly. I have worked as faithfully as any man could, and I studied that Transport Service the same as if I was paying the bills myself, and I would not allow the teamsters to go on without their horses being shod, and not charged to the Government; I insisted on them paying for it themselves; I worked as faithfully and economically as possible for the Government, and I would not offer a teamster a dollar a day less than I offered those men, and I don't think the prices paid were high, for you must remember the expense of transit from the time they leave here until they get there takes a great deal of their profit.

Q. Don't you think the high prices paid them influenced the prices of other teams all throughout the country?

A. Not at all. You cannot hire a team in our country for less than \$6 a day; you must remember when they were hired the seeding season was just open, and it is a loss that we lose the whole year, and I would not take \$50 a day for our teams at that season of the year, and I would not let our teams go next year at the same rate, for the valuable part of our year is the middle of May, and I told Mr. Wrigley that I would not let them go for that figure, and when he asked me to state my figure I told him I was going to charge \$14 a day; we were paying our men \$75 a month and our foremen \$10 extra; we did not make such a sum out of it after all.

Col. Forrest:—They state in that little contract at Qu'Appelle, there was a little ring that was interested, one in passing it, and one buying it, and it was very bad hay?

A. I defy any man to prove it; I sent a man through the country buying hay, and he paid as high as \$14, and I cleared \$400 on the eighty tons that I sold, and I will give you my word of honor as a man that there was no man made anything out of any contract that I had anything to do with, except the contract of our Company; that hay was shipped from the 18th of May to the last of May, and it was nearly all shipped except these last few tons; it was fresh baled, and within a day after it was baled, it was shipped on.

Q. It was said that the large stock that remained was very bad?

A. No, it was not. I went there to bid on my own hay, and I would have given \$10 a ton for it, because I could have sold it to the Police, and a friend of mine came up and said: I think you had better not buy it, and I withdrew, and I could have cleared more out of that hundred tons than I did on the whole contract, for it was good hay, and was sold for \$2.50 a ton; not one of our bales was ever opened at the Fort, and not one of our bales found rotten; there were six hundred bales came up one day that was all destroyed; I inspected it when it came there, and I refused to carry it any further, but it was paid for then, being sent from here.

Col. Jackson:—What quality of hay did you have cut on your farm in the spring?

A. We had about 500 or 600 tons; we never mowed a ton; everything was stacked there from the year before; the whole country was burned over in the spring, and we never mowed a single ton.

Q. You had some places on your Farm where the hay was standing up through the ice, and you ran your mower over it, and stacked it up and sold it?

A. No, we did not, not a single ton.

Q. Of course that hay would be very apt to get rotten?

A. Of course it would; as a rule I think we got the usual run of hay; there was some very poor, and some very good; we must admit it that there was a lot of waste hay there, and everything else; I had two clerks to look after it night and day, and I did my best, and I thought I was going to get a little credit for it, rather than be blackguarded as I have been; but things go contrary sometimes; I have given you the straight facts, and I am willing to swear to them if they are correctly reported.

WAR CLAIMS COMMISSION.

W. R. BELL, sworn.

November 17th, 1885.

Col. Jackson:—

Q. What relations do you bear towards the Qu'Appelle Valley Farming Company?

A. I am Manager of that Company.

Q. What position did you occupy during the Rebellion in connection with the North West Field Force?

A. I was under Brigade Field Orders, as Transport Officer at the Base.

Mr. Anderson:—

Q. Are you a stockholder as well as manager of the Qu'Appelle Valley Farming Company?

A. I am.

Q. You were Transport Officer at Qu'Appelle during the late Rebellion?

A. Yes.

Q. What were your duties?

A. To forward all supplies I received from the Supply Officer.

Q. As cheaply as possible?

A. No, not exactly, but to get them there.

Q. You were there to look after the interests of the Government?

A. Yes.

Q. You hired a number of teams through agents west of Winnipeg, during the Rebellion?

A. Yes.

- Q. Name the first point at which teams were hired.
- A. Brandon ; I had no agent there, but wired different parties who had teams.
- Q. Do you know a person called McGregor at Brandon ?
- A. Yes.
- Q. He hired a number of teams, did he ?
- A. Yes.
- Q. What was the price paid at Brandon ?
- A. \$8.00 per day, same as all others I engaged.
- Q. Is that what the Government was charged ?
- A. Yes.
- Q. How were these men paid for their trouble for hiring the teams ?
- A. They were not to hire them under \$7.00 per day. I never made a contract with them, except by telegram, stating that the Government was paying \$8.00 per day. We had very great difficulty with our teams, on account of them receiving so many different rates of pay. The \$5.00 teams refused to take the same loads that the \$10 a day teams take. I cautioned them (the parties furnishing the teams) that I would not allow them for the trouble, but would pay them \$8.00 per day.
- Q. How many teams did McGregor hire ?
- A. I don't know the number, I think about one hundred.
- Q. In hiring these teams, did you take it upon yourself without sending out a requisition ?
- A. No, I had orders from Capt. Bedson and from Mr. Wrigley. I never hired a team without direct orders. I had no power to issue a requisition.
- Q. Where was the next point you hired teams ?
- A. All the way from Brandon to Moosejaw. When we were short of teams, I had to telegraph all over the country.
- Q. What were the prices paid ?
- A. \$7 to \$8 per day for horses, and \$5 to \$6 for oxen.
- Q. Did the Qu'Appelle Valley Farming Co. get a contract for hay ?
- A. Yes, they made a contract.
- Q. Was it packed hay ?
- A. Both baled and loose hay.
- Q. What was the price for baled hay ?
- A. \$22 per ton, delivered at Indian Head or Qu'Appelle.
- Q. What did you get for the loose hay ?
- A. \$20 per ton at Qu'Appelle and Troy.
- Q. Who made the contract with you ?
- A. Arch. McDonald, Chief Factor of H. B. Co. at Fort Qu'Appelle.
- Q. He made the contract with you as the Manager of the Qu'Appelle Valley Farming Company ?
- A. Yes.
- Q. How many tons was the contract for the baled hay ?
- A. Five hundred tons.
- Q. How many tons did you deliver ?
- A. I can't say exactly, but think about 800 tons.
- Q. You must have been paid for it ?
- A. No, not in full.
- Q. Sent in your bills ?
- A. Yes.
- Q. How much loose hay did you deliver ?
- A. One hundred and ninety tons.
- Q. What price did you pay for it ?
- A. We paid from \$12 to \$15 per ton.
- Q. You were a Government officer when you took that contract ?
- A. The first contract was made before I had anything to do with the Government.
- Q. Who bought that hay at Qu'Appelle station ?
- A. I did.

Q. Was it measured or weighed?

A. It was measured, at five hundred cubic feet to the ton.

Col. Jackson:—

Q. How did you arrive at this conclusion?

A. We supposed 343 cubic feet of hay in stack is a ton, but we allow 500 cubic feet to a ton, as it was measured on the waggon.

Mr. Anderson:—

Q. Who was this hay delivered to, the Government?

A. To the Transport Officers and Supply Officers.

Q. Who checked the quantity of hay that came in to Qu'Appelle station?

A. It was generally Mr. Jones, in my office, on the part of the Transport; and Mr. Swinford, or his clerks, on part of Supply Department.

Q. One of these clerks was your own book-keeper?

A. Yes.

Q. Did you supply any oats to the Government?

A. No, not one bushel, I had 10,000 for sale, and couldn't sell them.

Q. Your blacksmith was also working for the Government?

A. I had dismissed him from the Farm, and he engaged with the Government afterwards.

Q. When did you first meet Col. Whitehead?

A. I can't really state the date, but I think it was the fore part of June.

Q. You saw him before the contract was let to Bell, Lewis & Co., did you not?

A. I think I did.

Q. You know the date of that contract?

A. No, I don't, without referring to it.

Q. Did you meet Col. Whitehead in Winnipeg?

A. Yes.

Q. Have you any idea of when you did come down?

A. I can't tell exactly, but was here some time during May and June.

Q. Were you here on the 18th of May?

A. I cannot say exactly, I may have been.

Q. Were you here on the 19th?

A. I cannot say.

Q. Were you here on the 20th?

A. I can't say, but I never remained here more than a day at any rate.

Q. Would you be astonished to find that you were here on the 18th, 19th, and 20th?

A. Yes, I would be.

Q. How could you be here if you signed that contract with Mr. Lewis at Qu'Appelle?

A. I don't know; I could not be.

Q. Did you not see Mr. Lewis at Qu'Appelle before this contract was let to you? On what day?

A. After the first of May he was there.

Q. How many days would that be before the contract was let?

A. I don't know; I had a great deal of business with Mr. Lewis before contracts or anything ever came up?

Q. Between the first of May and the 22nd?

A. It might have been, he was at the Farm two nights; he drove to Qu'Appelle with me and came back at night.

Q. Was he there for the purpose of finding out the distances and the condition of the trails?

A. No, he had no idea of finding out this; he was there examining the Farm, as he was then negotiating for a large amount of the stock.

Q. You came down to Winnipeg on the 18th?

A. Yes.

Q. You were here on the 19th and then went back to Qu'Appelle and Lewis got the contract.

- A. Yes; I never stayed here more than one day.
- Q. Who gave J. L. Lewis the information in regard to the distances and the state of the roads, to take this contract on?
- A. I gave all the information I could to get him into it.
- Q. You went to Mr. Lewis with the intention of trying to induce him to take the contract?
- A. I had orders to make a contract with any responsible man; we didn't want anything delayed, or have any trouble about capital.
- Q. What is the distance from Qu'Appelle Station to Clarke's Crossing?
- A. I think about 215 miles.
- Q. How many days does it take a team to take a load and come back empty?
- A. Eighteen to twenty-one days.
- Q. When were the teams reduced to \$4.50 per day?
- A. They were never reduced but dismissed, and contractors-re-engaged at different prices.
- Q. Those who wished to work on had to do so at the \$4.50?
- A. I had orders to dismiss them; they were not forced to remain on.
- Q. And these were really hired by J. L. Lewis at \$4.50?
- A. Some at \$4.50 and some at \$5.
- Q. The general price was \$4.50?
- A. Yes.
- Q. Who hired the teams at \$4.50?
- A. I hired some of them.
- Q. Were you acting as an agent for Lewis?
- A. I was one of the firm; I was in with him, on the start.
- Q. So you had an inducement to go in with him?
- A. When I made this contract with Mr. Lewis, I had very great trouble to get him to go into it. I knew that every day that we let the thing run on it would cost the Government an enormous sum, and I would be saving thousands of dollars by closing the contract at once. I asked Lewis, as a friend of mine and a strong man financially; and was anxious, to make a contract with him. He said he would not go into it unless I took an interest with him. We figured the thing up, and I said if he could get the figures, I would go into it with him, if Col. Whitehead would accept our terms. I made the contract, and referred it to Col. Whitehead. Between the time I spoke to him and when I made the contract, I hadn't seen Col. Whitehead. This was late in the evening. I don't know the date exactly. I submitted the contract to Whitehead for his acceptance. It was subject to being cancelled within twenty-four hours. When this was accepted, all I had to do as Transport Officer was to dismiss all teams under my control that were not at the front, as fast as they returned to the base, not to interfere with Middleton's camp: and, as I had explained to the Minister at Ottawa, through Mr. Wrigley, I promised to get the teams in as quickly as possible. I notified Captain Bedson that I had taken a contract. He spoke to the General (Middleton), and he objected to me having anything to do with it. That I would either have to resign one position or the other. It was then about the first of June. I concluded to give up the contract, and I notified Lewis that I would have nothing to do with the contract, that it was against the General's orders, and that he would have to run the contract himself.

Col. Jackson:—

Q. What date was that?

A. The fore part of June, perhaps the 4th, when the first convoy was sent out. It must have been between the 4th and 9th. I told Captain Swinford and Lieut.-Col. Forest that I was a contractor, and considered it perfectly legitimate, and when the General objected to it, I gave it up, and have had no interest in it since, directly or indirectly. I never got a dollar out of it, nor put one in.

Mr. Anderson:—

Q. At the time of taking this contract with Lewis, did you advise Col. Whitehead that you were in with Lewis on that contract?

A. I told him afterwards.

- Q. When did you tell him?
 A. I don't know the exact date.
- Q. So he was aware before Lewis was paid, that you were in that when it was first let?
 A. I can't tell—I must have told him.
- Q. What was the price of that contract?
 A. \$140 per ton.
- Q. Your contract was let to Bell & Lewis at \$140 per ton?
 A. Yes.
- Q. When you were a Government officer?
 A. Yes.
- Q. Was it not your duty to advise Col. Whitehead that you were a Government officer, and that you had an interest in it?
 A. I had no interest in it, only for a few days, when nothing was done.
- Q. Are you aware of a contract made between Gen. Laurie and John Stewart?
 A. Yes, Stewart told me; and I saw a copy of the contract shown me by Gen. Laurie, Moosejaw.
- Q. Where was that from?
 A. From Moosejaw to Clarke's Crossing; there was none from Qu'Appelle to Clarke's Crossing. Laurie showed me the contract from Moosejaw to Clarke's Crossing.
- Q. Didn't that cover some other trails?
 A. No.
- Q. In the contract let to John L. Lewis, what was considered a load for teams getting \$4.50 per day?
 A. I don't know anything about it. Swinford's men loaded the waggons, and the contractors' agents started them off. I only kept the time of teams as they came in, and dismissed them, and saw that they had been paid, and that the thing was properly done. The moment a contract was let, the Transport Officer was powerless.
- Q. What number of days did Bell, Lewis & Co.'s teams take to do the round trip from Qu'Appelle to Clarke's Crossing?
 A. Our teams were understood to make it in eighteen to twenty-one days.
- Q. I think you said that these were hired for a certain sum?
 A. Yes, \$4.50 per day.
- Q. At what date did you tell Gen. Middleton that you were in this thing?
 A. I don't know the date, but it was in Regina during Riel's trial; I told him the whole thing exactly as it was in a full report.
- Q. Do you know where there any shipping bills at Moosejaw, in the name of Bell & Lewis, given to John Stewart's team?
 A. When I went to Troy, Stewart told me he had a contract from Laurie on the Moosejaw trail, and offered me a half interest if I would advance money to pay the teams; I agreed, and told him he had better allow me one concern to run the whole thing. I offered him half of my interest in the Qu'Appelle trail, telling him that I had a half interest in that. Providing he would give me a half interest in his contract, I would give him half of my interest in Bell & Lewis's contract. He accepted this, and shipped the goods himself in the name of Bell & Lewis. I sent a man to look after it and requisitioned Captain Swinford to send a man to direct the loading and check it off. It was Mr. Jones whom I sent up.
- Q. Did he take up those books with Bell, Lewis & Co.'s bill-heads in?
 A. No, it was the regular transport books—we had no others.
- Q. Do you know who filled in those headings?
 A. We never had them in our office. It was Captain Swinford, or his clerks, I suppose.
- Q. Then you arranged with Stewart to share part of his contract—Did you look upon it as a secret arrangement?
 A. No, I didn't. I was then an open contractor, and made a written agreement with Stewart, who afterwards determined to refuse those terms.
- Q. Is this letter yours? (Reading Exhibit ')

A. Yes, it sounds very much like my composition.

Q. What did you mean by stating that you had "laid a foundation of a good thing?"

A. Stewart promised me to withdraw, and left for the Elbow. I then made a contract with Ross, from Moosejaw to Clarke's Crossing for \$90 per ton as Transport Officer. Laurie had orders to forward all supplies from Swift Current to Battleford. I spoke to him about giving the contract to Stewart in lieu of the one he had given up, providing his price was right. I wrote to Stewart the letter produced telling him to give up the Moose Jaw contract, that I had let it to Ross—saving the Government about \$20,000 on the contract. I went to Laurie and made arrangements with him. Ross agreed to the contract. When Stewart returned from the Elbow, he positively refused to agree to this, and went on with the original contract with Laurie. I notified him that I would have nothing to do with it. Laurie then wanted to give him the contract for Swift Current as well, and I objected to it, for two reasons; the first was, that he opposed me in giving that contract to Ross thereby costing the Government the above large sum; second, that he hadn't money to carry it out, and his price was too high.

Q. How did you satisfy Ross about the contract?

A. I went to Ross with General Laurie, and asked him the lowest price he would take. He asked \$100, and I beat him down to \$90.

Q. What consideration was Stewart receiving?

A. The consideration of another contract. Stewart worked with me because he knew he had no money, and accepted money from me. When Stewart came back, General Laurie, rather than have his authority put aside, insisted on Stewart carrying out the contract he made.

Q. What number of contracts were entered into to convey freight from Moose Jaw to Clarke's Crossing?

A. I think only one, the contracts in the Brigade Office will show for themselves.

Q. Is Captain Howard a stock-holder in the Qu'Appelle Valley Farming Company?

A. Yes, he is a small stock-holder, a director and Vice-President of the Company.

Q. Was Captain Howard at your house on business regarding the contract to Swift Current?

A. No, never. Howard used to speak to me about teams, as he had a contract up there. His teams were at Swift Current, where I had no power to control them.

Q. Can you give the date when Howard informed you that he had a contract from Saskatchewan to Battleford?

A. No.

Q. Did you send Mr. Jones, one of your clerks, to Saskatchewan Landing?

A. Yes.

Q. Did Jones issue bills in the name of Bell, Lewis & Co. at Saskatchewan Landing?

A. No, he issued the first lot in his own name, as he did not know in whose name to do it. I did not know the cost of the different articles. The men had regular rations, the horses so many pounds per day; at first, 45 pounds, afterwards I reduced it to 37 pounds.

Q. You estimate it will take eighteen days; what would the cost of rations be for that period?

A. They drew eighteen days' rations, and carried it with them; I did not estimate the cost.

Q. Howard's contract was \$125 per ton from Swift Current, or Saskatchewan Landing to Battleford; he took no other contract?

A. I don't know.

Q. Do you know the number of days it takes for the round trip from Saskatchewan Landing to Battleford?

A. It used to take our own teams twenty-four days.

Q. Do you know what teams could have been got for at that time?

A. I don't know.

Q. Did you ever make an estimate of what it actually cost the Government a ton?

A. I didn't,—it would be purely guess work, as far as my knowledge went, but I think fifty per cent. was saved in making any of the contracts.

Q. Do you remember telegraphing John Wood, who was in charge of Lewis' teams, to re-load at Humboldt and take a heavy load to Clark's Crossing?

A. I might have telegraphed him to load one time when we took some stuff from Toronto, which was left at Humboldt, and, rather than have the teams come back from there, I told him to load up there. We wanted the convoy to keep together.

A. The bills on which the contract is paid will explain this. It was signed at Troy by Captain Swinford, and receipted for by the Supply Officer at its destination.

Q. What was John Wood receiving per day?

A. He was hired by the Government as Superintendent from Troy to Touchwood, at \$5 per day. When the contracts were let, Wood was discharged and entered the service of Bell, Lewis & Co.

Q. What time was Wood paid off?

A. I don't know the time exactly, but the pay sheets will show it: but he didn't get one dollar that he hadn't earned.

Col. Whitehead:—

Q. Will you state whether, directly or indirectly, I had a conversation with you, or you with me, in reference to any share or interest I had with Bell, Lewis & Co., Thomas Howard, or any one else?

A. I state, most emphatically, no.

W. R. BELL'S evidence continued.

November 18th, 1885.

Col. Jackson:—

Q. What date did you assume the duties of a Transport Officer?

A. It was the 5th or 6th of April.

Q. What was the date of the contract of 500 tons of hay with the H. B. Co.

A. It was the day before. I got my appointment from Bedson, and coming after looking over the roads, I made the arrangements about the hay.

Q. What was the date of the second contract?

A. I have forgotten it, but it wasn't a contract other than a telegram, which I received from Mr. Clark, of the H. B. Co., asking me if our Company could supply them with 28 cars of hay, and at what price. I wired him the price, and he accepted, as it was much the lowest offer he had.

Q. Can you produce the telegram or the contract?

A. No, it is in town here, in the Hudson Bay Company's office.

Q. What did you receive for consideration, in giving up your interest in the Bell, Lewis & Co. contract?

A. Not a dollar.

Q. What money did you receive, in the way of cheques, from the firms of Bell & Lewis, and Bell, Lewis, Yates & Walsh?

A. I have had a great deal of business with Mr. Lewis during the last three months in a private way, and he held some \$3,000 of my money which I sent from home to him, as my agent to make a payment on some stock I had purchased from one John Northwood.

Q. Was this paid back in more than one check?

A. Northwood, after I had bought the stock, sold it to Mr. Boyle, and Lewis did not have to pay this money: he therefore paid it back to me as I required it—\$2500 from Troy, and I gave him \$500 more, which was \$3000 altogether; and he paid back, July 10th, \$1,000; July 28th, \$585; Sept. 9th, \$1,000. That is all I deposited in the Bank, but I have got from him several small sums since, and he still owes me about \$200.00.

Q. Did you ever receive a cheque for between \$20,000 and \$30,000 from him at once?

A. No, I never saw such a thing; that is the only money I ever received from Mr. Lewis in any way. This money was my own, and only returned to me.

Q. Did you order or recall Ross and Riddell's teams, after they had started to bring down the 7th?

A. I got a telegram from Gen. Middleton, to send teams to bring down the 7th from Clarke's Crossing to Moosejaw. I wired to Laurie asking if he could send teams from Moosejaw, and I got no answer that afternoon, nor the next day. I telegraphed again,

having heard that Laurie had gone East, to the officer commanding at Moosejaw. I could get no answer; I then got our own teams, sending to the Farm for them. My orders were to send the teams, but only pay \$5 per day. Our teams made Qu'Appelle that night at ten o'clock, and started next morning, but I could not stop them till they reached Touchwood, which I did. The next morning I received a telegram that the teams at Moosejaw were ready to go, and I wired to stop them. I got another telegram saying the teams had started, and I then wired to let them go, and I would recall the teams sent from Qu'Appelle. I then telegraphed to Touchwood, and Col. Dennison's Brigade, coming down, came with those teams.

Q. Do you know the date your teams started?

A. No, I have forgotten, but it was the day after Gen. Laurie went east. Sinclair had a lot of teams arrived from Battleford, and he undertook to bring these down.

Q. Why did you recall these teams? (Moosejaw Convoy.)

A. Because I had sent sufficient from Troy.

Q. Did you order them to proceed on the same or on the following day?

A. I will have to quote from those telegrams, the first mistake was made by not getting an answer from Laurie. We could not stop them between Moosejaw and Touchwood.

Q. These teams were paid, I suppose?

A. No, they are not.

Q. Were they not included in the account and charged for?

A. Yes. Of the twenty-five teams, eight of them went to Humboldt, on Gen. Middleton's orders, to bring down Major Jarvis' Battery; they missed each other on the trail.

Q. It has been reported that your teams took the regular trail.

A. Yes. Major Jarvis took the south trail, or wrong trail.

WAR CLAIMS COMMISSION.

W. L. BOYLE'S evidence.

Nov. 18th, 1885.

Col. Whitehead:—

Q. You know John Stewart?

A. Yes.

Q. Would you kindly tell the Commission what you know of the contract he had from Moosejaw to Clarke's Crossing.

A. I had simply an interest in financing him through. The firm had interests represented by him.

Q. After the completion of the contract, when he returned to Winnipeg for a settlement, and I produced correspondence from Ottawa from Boulton to the Minister, in reference to charges Stewart made against me, personally, did I run after him asking him to give letters contradicting these charges?

A. No.

Q. Did Col. Whitehead ever say that his position in the force was dependent upon that letter of contradiction?

A. No. It was entirely independent of any accusations.

Q. Did Stewart state to you that he was most anxious to sign such letters?

A. Certainly, he did sign them.

Q. You wrote to Boulton on Stewart's account for copies of correspondence.

A. I did not write myself, but I was informed by Stewart he got an answer.

Q. Do you know if he got an answer?

A. I don't know, he telegraphed once.

Q. In your opinion you consider that Stewart rather ran after me than I after him, in reference to this matter.

A. Yes, I did run after you myself on Stewart's behalf. I was interested in getting Stewart's claims settled.

Col. Jackson :

Q. Do you know of any person who intimated to any officer of the staff that a consideration would be given in certain claims, providing that they were pushed through.

A. I never heard of such a thing mooted by any person.

Q. Have you any knowledge of a contract of freighting by Bell, Lewis & Co.

A. Yes, I have seen it.

Q. Is that all you know about it?

A. I have seen the contract, and know some of its details.

Q. Who was the Bell connected with it?

A. I have been informed that it was the Bell of Bell, Lewis, Yates & Walsh. That is all I can tell you. I can only form an opinion. If I were asked if it were Bell of the Bell Farm or of Bell, Lewis, Yates & Walsh, I have my own doubts about it:

Q. Do you believe that W. R. Bell was a partner in that contract.

A. I am certain that he was at one time.

Q. Do you know if he received any consideration for retiring from the firm?

A. No, I believe not. As far as I know, he has never received a dollar.

Q. Do you know that he would receive anything as a portion of the profits.

A. No, I know that he has not received any of the profits of Stewart's contract. The money has been paid to me, and I know what has been done with it.

Q. Do you think that Stewart was in league with the Contractors to keep up prices and defraud the Government?

A. No, I don't think that he was. He was anxious to get all he could for his work. I never heard of collusion.

Q. I believe that you are a stockholder in the Qu'Appelle Valley Farming Co.?

A. I am.

Q. Has Bell been acting in any capacity for the Company?

A. Yes, as manager.

Q. Did he enter into contracts on behalf of the firm?

A. Yes, with the consent of the directors and their authority.

Q. Do you know what quantity of hay the Company agreed to deliver to the H. B. Co.

A. Yes, that we would sell five hundred tons, but we did not deliver that amount.

Q. Do you know the quantity that you did deliver?

A. No, not from memory. I think it was about three hundred tons; I am not sure.

Q. You think it was over three hundred, but not quite sure?

A. It might be between two hundred and fifty and three hundred. I think it was under three hundred.

Q. Was Bell's salary continued while he was in the employ of the Government?

A. Yes; he asked the consent of the directors to be allowed to accept the position in the Government. Of course it has to be settled whether he will get a salary or not. It is to come before the shareholders.

Q. You have a good idea how that will go then?

A. I am opposed to giving him a salary.

WAR CLAIMS COMMISSION.

WM. S. BEECHER, Cashier H. B. Co.

November 19, 1885.

Col. Jackson:—

Q. I think you were employed by the H. B. Co., at Qu'Appelle?

A. Yes.

Q. Did you make out payments on account of hay furnished at Qu'Appelle?

A. Yes, I did.

Q. Who were the parties you paid?

A. Major Bell, principally; I think there were a few other little accounts paid to contractors for the mail, and Scott, and Leeson, and some others.

Q. Was their contract furnished on account of the Government?

A. Yes.

Q. What was their price?

A. They had a round sum for delivering along the line, either at Qu'Appelle, Humboldt, Touchwood, and different points along the line.

Q. You said you paid Major Bell—was the payment made in his name?

A. Everything was paid by check, and nearly all to the Qu'Appelle Valley Farming Co., and cashed immediately at the Merchants Bank; they were made by our agent, Mr. Crawford.

Q. Some payments were made then direct to himself?

A. Yes; I fancy they were made direct to Major Bell, because I understood he had some hay selling on his own account. Of course Mr. Crawford made the payments—he was our agent out there.

Q. Do you know anything about a contract between the Qu'Appelle Valley Farming Co. and the H. B. Co.?

A. Yes; it was merely a verbal affair. Bell made the agreement with Arch. McDonald to supply 500 tons of hay; it was merely an understanding between him and McDonald.

Q. Was it on his own behalf?

A. I could not say.

Q. What quantity of hay was delivered on that contract?

A. The five hundred hundred tons was delivered; and we got an account for an amount in excess of that, and the thing was referred to McDonald, but he didn't know of anything further, and that account we never paid.

Q. Do you know anything about the price of that hay?

A. I think it was \$20 and \$22, and then there was some double-baled hay, which was raised in price \$2 per ton; I forget whether it was raised from \$20 to \$22, or from \$22 to \$24. I understood that portion of the hay was furnished by Major Bell, personally.

Col. Forrest:—

Q. Was there not a mistake about the quantity of hay still due. I understood from Beeson and Major Bell that there was \$500 due him on that contract?

A. He claims that this was on account, I don't remember the number of tons, but he claimed that it was on account of the \$500 contract. We wrote to McDonald, and he wrote back saying that this contract had been discharged, and that there was nothing due on it. This further claim was over and above that, and we could not do anything with it.

November 24, 1885.

W. S. BEECHER'S evidence continued.

Col. Jackson:—

Q. Of course you are still under oath, Mr. Beecher?

A. Yes. I have the cheques showing that they are made payable to Mr. Bell.

Col. Forrest:—

Q. They are indorsed by Eberts and by Bell.

A. No; the two I refer to are for the payments made in this list of mine. They are endorsed and placed to Bell's credit in the bank.

Col. Jackson:—

Q. You were to give us some information in regard to the payments made to Bell?

A. This is the information:—The first agreement was five hundred tons, and then they went on, as the hay was requisitioned for, showing how the cheques were made payable on the vouchers. This is the whole hay business in connection with the Qu'Appelle Valley Farming Company. The explanation of this cheque is that it was made payable to the Qu'Appelle Company, endorsed by Eberts, and marked payable to W. R. Bell. Then this other one, there is something here I didn't know before, I think from what I heard it was \$1,000. He supplied 22 cars of hay, the vouchers recommend for; he got in advance \$1,000 in cash. The rest of the hay was made in these two parts. The whole voucher is \$4,080.35 in three different lots: \$1,000 in cash receipt, signed W. R. Bell, Gen. Manager of the Farm, and a cheque in favor of the Qu'Appelle Valley Farming

Company for \$553.50, and the balance, cheque in favor of W. R. Bell, \$2,526.85, then the whole of the rest was paid to the Farming Company. This is about all I know about it.

Q. What amount did you pay Bell in Winnipeg?

A. It was paid at the bank, \$6,652.50.

Q. Do you know of any other contracts Bell was interested in, on behalf of the Government?

A. No, I don't.

Col. Forrest:—

Q. Does that make about \$10,000, altogether?

A. No. The total amount between the Company and Bell was at Fort Qu'Appelle, \$16,946.85 and the amount paid Bell in Winnipeg is \$6,652.50 paid in two cheques, one for \$5,902.50, and the other \$750.00, both placed to the credit of W. R. Bell. Out of that something was paid to Bell's own order. I think \$2,526.25.

Q. Do you know what the cars carry?

A. No, about ten tons.

Q. Do you think we would be right in calling each car ten tons?

A. Yes.

Q. You think it was more likely to be 12 and 6 tons?

A. Yes, but I don't know anything about shipping.

Col. Jackson:—

Q. This amount refused was payable to whom?

A. Payable to the Qu'Appelle Valley Farming Company, for refused hay. The amount refused payment is \$15,837.00.

Q. Is there anything else you know about the transactions, about the quantity of hay?

A. I understood the quality was right enough; McDonald satisfied himself about it. I know he seemed to think he had done a very good thing in making the first agreement about the hay.

Q. Do you know the price per ton?

A. \$20 and \$22. We paid \$25 here in Winnipeg, that was delivered at Qu'Appelle. We merely made the payments in Winnipeg. I understood the price increased when it was double-wired in the baling. Returned or cancelled cheques were produced showing that they were payable to W. R. Bell for \$6,652.50, first \$750 payable to W. R. Bell, second \$5,902.50 payable to W. R. Bell.

WAR CLAIMS COMMISSION.

HERBERT SWINFORD.

November 19.

Col. Jackson:—

Q. What is your occupation, Mr. Swinford?

A. Manager of the Winnipeg and Western Transportation Company.

Q. What is your position, and where were your stations during the Rebellion?

A. I was Commissariat Officer at Troy.

Q. Who controlled the shipping supplies at that station?

A. I did.

Q. Who inspected, weighed, and received the hay on behalf of the Militia Department there?

A. I and some other men, sometimes myself, and then I got a Board of Officers to do it.

Q. Was that the hay that came by car?

A. Yes.

Q. There was a quantity delivered by waggons?

A. Yes, loose hay.

Q. Who received that?

A. The members of the transport; they measured it by cubic measurement themselves, and gave me the receipt for it.

- Q. Was that hay chipped north as well as the baled hay ?
 A. No loose hay was there by the teams going to and from the fort.
 Q. Was a system of measurement in place of weighing satisfactory ?
 A. I heard no complaints, we had no system of weighing, in fact it was impossible to do so.
 Q. Were the measurements ever verified ?
 A. The men who measured it gave me the reports. It was bought on that measurement. It was a custom in that country ; it is a moral impossibility to weigh it.
 Q. You didn't know the number of pounds in a cubic foot ?
 A. No.
 Q. Who would verify this measurement ?
 A. I left it to transport men, because they knew more about it than I did. They were accustomed to this sort of thing.
 Q. I wish to know if you ever verified the proportion of cubic feet to the number of pounds. If there had been only ten cubic feet, you could have done it in some way ?
 A. We hadn't a scale to put ten feet of hay on.
 Q. The object was to know if so many cubic feet contained so many pounds ?
 A. I have stood by, and have heard the teamsters kick about not having good measure. I used to go around and see that they had good measure, and they always thought they didn't get good measure, that is the different men who would be supplying the hay.
 Q. Was there any pressure to hurry forward the hay after the grass became good for feed.
 A. The teamsters objected to use the grass, because it scoured their horses.
 Q. Was there any undue pressure to hurry the hay after the grass became good for food ?
 A. No, there was no undue pressure.
 Q. It was reported that there were great quantities all the way along the trails ?
 A. You had to do what you could under the circumstances, and I provided for the Force to the best of my ability. There was no telling when a strike among the teamsters would occur.
 Q. Then you controlled the shipment altogether ?
 A. Yes I did, and stopped the shipments myself.
 Q. It has been reported that a quantity of damaged hay had been shipped ?
 A. It was shipped, not knowing that it was damaged. The bales outside had seemed quite as you would wish, and when they were opened they were just dusty inside. I used the very best precautions it was possible to use at the time against this, but bad hay would get in. I have no doubt some of it got rained on.
 Q. Do you think the hay was as good as it has been reported ?
 A. I have reason to believe that some of it went in not as good as it might have been, but after I once got on to it, that it was in any way inferior, I used to have big rows with the men about it, and would not ship it unless it was good.
 Q. Was there any advantage given or shown towards teams of the Qu'Appelle Valley Farming Company ?
 A. Not that I am aware of.
 Q. You requisitioned for the teams, and didn't know anything about where they came from ?
 A. The Qu'Appelle Farm teams were pretty well in the front.
 Q. Were there not some belonging to Bell. How many had he of his own ?
 A. I don't know how many he had personally. It was all done by sub-divisions and sections, and we didn't take the name of the contractor, but the number of the team, and they settled after they came back with the transport. We were not in a position to know who were the transporters.
 Q. Didn't you know that Bell had some 20 or 30 carts there ?
 A. I heard something about that.
 Q. Haven't you sufficient knowledge about the business to know that he had them there ?
 A. I can't say.

Q. How many double teams had he ?

A. I can't tell you ; all I knew was by the section numbers and team numbers and the drivers' names. That was outside of my department altogether.

Q. What was the ordinary market price of hay at Troy during June and July ?

A. About \$20 per ton.

Q. That is the Government price ?

A. I have heard that it was bought from \$12 to \$15 per ton. That was outside of my jurisdiction.

Q. It is quite natural for a person to ask the price of hay ? or in fact the price of anything.

A. I knew more about the price of other things, bacon, flour, etc.

Q. Do you know anything about the management of teams by Bell ?

A. He was an excellent organizer, his system was beautiful. As far as I could see it was very well managed, but you must understand it is not like a thoroughly organized train service of our regular army. We have such a peculiar class of men to deal with. I don't say but it was expensively managed.

Col. Forrest :—

Q. Major Bell's teams delivered over 800 tons of hay. He increased his 500 tons contract for over 300 tons ?

A. Yes.

Q. You didn't measure that portion of the hay ?

A. We had to take the Railway bills, the weights were generally marked on the outside of the bales, and we checked the number of bales in a car ; I didn't check the whole of it, but have checked the Railway weights.

Q. Then, in some shape or another, these 800 tons passed through your hands, and you verified the weights ?

A. Yes.

Q. When they commenced freighting by the ton, have you any knowledge of their having started with small loads, and reloaded at Humboldt ?

A. I believe there was some reloading at Humboldt. I was informed that they did, under the superintendence of Mr. Ferron. It was done because they had a good road from that onwards ; I understood that before I had left.

Col. Whitehead :—

Q. Do you mean by reloading that they carried supplies from any one station between Qu'Appelle or Moosejaw and Clarke's Crossing, and charge for it as though it was round freight ?

A. No, not on what they took on. The teams started on a through bill and the bills were returned.

Lieut.-Col. Forrest :—

Q. So, this taking on a quantity at Humboldt was no detriment to the Government ?

A. No, if they had wanted to do that they must have got new bills ; they never loaded on old bills. Their bills read from Troy right through.

Col. Whitehead :—

Q. You consider the change in the system of transporting supplies was a saving to the Government ?

A. Yes.

Q. About what saving ?

A. I don't know, but a man had to go in a certain time, and before they used to take it leisurely, but then it was as much to his own benefit, afterwards it was to his benefit to come back as soon as possible.

Col. Jackson :—

Q. Have you ever made a calculation as to the difference between the cost of day and ton freighting ?

A. No.

Q. Well, you consider that Bell was a good man, then ?

A. Yes, he was. The man had been used to managing a large concern, and the work didn't bother him.

13th October, 1885.

JAMES ANDERSON, called.

Col. Jackson :—We wish to get some information from you with regard to the Transport Service in the North-West. You will not be sworn now, but you may be called upon hereafter to substantiate what you say.

Witness :—Before I give any evidence I enter a protest against Col. Whitehead being on the Commission at all.

Col. Whitehead (to the other Commissioners) I am perfectly willing to leave the matter in your hands. All I want is to get at the truth of the matter.

Col. Whitehead here left the room.

Col. Jackson :—We have been talking about the Stewart contract?

A. Yes, it was for \$112 a ton.

Q. Do you think that was the lowest tender?

A. I don't think there were any tenders asked. There was a notice in the papers of June 5th, but all these were let before that; I have seen the contracts.

Q. They asked tenders?

A. I don't know any thing about that. I would rather tell the thing myself. In the first place I was sent up by Col. Forrest to pay off some invalids at Moosejaw. I met Stewart, whom I had known since 1879, and he told me he was very much annoyed by Major Bell's actions with regard to his own contract there. He was trying to cancel his contract, and annoy him in every possible way, but he got him at last in a position that he could not very well annoy him any further. I don't remember the date of this. He said he had a memo. from Major Bell of the agreement, which he produced and showed to me. I have not got it here, but I can shew it to you to-morrow. It was to this effect: that in the contract from Moosejaw to Clarke's Crossing, that is Stewart's contract, Major Bell was to have a quarter interest, Lewis, Winnipeg, another 4th, Stewart a 4th, another fourth did not say who it was to go to, but Stewart told me that Col. Whitehead was to have the other fourth; and, further, goes on to state that in Bell, Lewis contract Stewart was to have a 4th interest in that contract, and signed both by Bell and Stewart. I took a copy of that myself. It was in Bell's writing. Then there was another letter in Bell's writing, saying I have seen the General and fixed that all right. I have also seen Ross, who is another contractor there, that we have had some trouble with. Now, come in, and we will make a big thing out of the contract. I told Stewart you ought not to go into anything of that kind, and he said I don't want anything, all I want is my contract. Then he told me he had another contract, \$610 a ton, from Saskatchewan Landing to Battleford, which contract I also saw. This he also had trouble with, but, after a while, General Laurie wired Col. Whitehead, who wired him to give Stewart the contract at, I think, \$130 a ton, and he was to feed his own teams and men, produce the teams without any cost to the Government, and pay his own ferrriage. Bell came up, and kicked up a fuss about this contract being given to Stewart, and the first thing he knew Jones was sent up to take charge of the contract, and Stewart was told by Bell he was not wanted any more, that Jones was going to take charge of the contract. Jones made some shipments, and the bills of lading were all made out in the name of Bell & Lewis from Saskatchewan Landing. A few days after that, Captain Howard came up, and said he had the contract for it, and Jones left, and there was about 90 tons of it marked shipped by Bell & Lewis, and I suppose Howard took them over, but I don't know that.

Captain Howard took the contract and carried it out; Captain Howard came down to Winnipeg before he went up to take the contract, and they were the whole night in the Club, the whole night up to two or three o'clock in the morning, and there was another man walking behind the Club until this was done. This man told me this, and he is willing to swear to it. There was another man named Kelly had an interest in it. Major Bell was to get one 5th and Laurie one 5th, and he presumed Col. Whitehead was to get a fifth; the teams were shipped on the train at Qu'Appelle at a great expense; there were a number of teams shipped from there, and they were hired by Major Bell and his clerks there. I saw Captain Howard there once for a few hours, and Major Bell's own ponies were sent up from Moosejaw to help drawing to Swift Current.

Q. Were they sent from Qu'Appelle ?

A. No, I don't think they were ; they belonged to Bell. He told me when he purchased them from the C. P. R. they were first worked on the Moosejaw route and then they were taken to Swift Current.

Q. They were hauling by the ton ?

A. Not from Swift Current, but Saskatchewan Landing ; they were working there first. A number of the receipts while Stewart had the contract from Moosejaw to Clarke's Crossing were made out on the same heading, Bell & Lewis—these red headings. This was done, Stewart told me, without his authority or knowledge ; at the time he had quite a fuss with them over it. The cost of transportation from Moosejaw to Clarke's Crossing—it took fourteen days to make the round trip at \$4.50 a day—would be \$63, and they took about 3500 a load. Of course he fed his own teams and his men.

Q. Was that cheaper than the old way of sending by the day ?

A. It was cheaper if they were only taking 1800 and paying \$10 a day. As soon as they got the contract, these teams were reduced in price.

Q. When they took this contract was it cheaper to the Government than when they were paying \$6.40 ?

A. Cheaper to the Government ? Oh no, because the roads got much better. They objected to taking more than a ton and a half at first, but all you had to do was to force them. As soon as these contracts were given out, Bell & Lewis reduced to \$4.50. From Qu'Appelle to Clarke's Crossing, and Moosejaw to Clarke's Crossing, one was longer than the other, one taking 14 and the other 18, and Bell & Lewis' contract was \$130 a ton, and they averaged thirty and 3500 ; it cost them \$81 for each team.

Q. That would be \$10.88 and some fractions per day a team ?

A. Yes, very nearly \$11 a day per team, then they got them \$4.50, and the difference between them is nearly \$90 a trip profit.

Q. We were paying equal to \$10.88 a day ?

A. Yes.

Q. So that it would cost more that way to the Government than the other way ?

A. Yes ; they cleared about \$100, or nearly, a trip. The first week or ten days or two weeks that the Contractors were contracting, I was sent up to attend to some little things wanted at the Front. The contract was Bell & Lewis, and there was no Bell & Lewis there, but only Bell. He loaded the teams, and did every thing else, but two or three weeks afterwards a clerk from the office here of Bell & Lewis came up and attended to everything.

Q. Was that Major Bell the partner of Lewis ?

A. Yes. On my return I reported to Capt. Swinford that everything on the road was going to rot and ruin, hay wasted, and in fact at some of the stations you could walk over your boots in oats, and I never saw such waste ; I reported this to Capt. Swinford and he said he would speak to Major Bell ; I reported this to Capt. Swinford, and he told them not to ship any more hay, but, after that, cars were broken open, and hay sent out by Major Bell and his men.

Q. You know that for a fact ?

A. Yes.

Q. Do you know about the date ?

A. I could look up the date. Capt. Swinford was very much annoyed over it, and spoke very harshly over it. Teams that left Qu'Appelle loaded would lose a part of their load on the road, feed for horses and rations, and would re-load at Humboldt stuff that cost the Government \$200 a ton ; they were reloaded whatever they could consume themselves—these were the contractors' teams that were going by the ton. They filled up at Humboldt.

Q. You only heard that ?

A. There is no trouble to prove it ; I will give you the name of the men who told me.

Q. And there was always a Supply Officer there to look after the interest of the Government ?

A. I think Perrin was there ; you will see by his books ; of course there are a great

many things that I have been told, and there is no doubt they can be proved by getting the papers. There were telegrams both at Moosejaw and Qu'Appelle which would shew up the whole thing.

Q. Did Bell have any arrangement with the telegraph operator at Qu'Appelle to intercept telegrams that went through?

A. Oh, yes, I think they knew everything that went through. Major Bell at first leaving Qu'Appelle to come down here, when Col. Whitehead first came, he was abusing Col. Whitehead, and when he came back he seemed quite pleased with him.

Q. Was it after he had seen Col. Whitehead, or before, that he made this proposition to Stewart?

A. It was after.

Q. Is there anything more you wish to say?

A. I might tell you something about the hay business: I happened to meet two young farmers from my part of the country who complained that it was a shame the way they were treated in the price of their hay; that they were drawing into Qu'Appelle loose hay; and all they were getting was \$12.00 a ton, and I said I know the Government were paying more for it, and I said I would enquire of Mr. _____ at Qu'Appelle, who had the contract for purchasing hay for the Government, and he said it was a secret; but I learned that the Qu'Appelle Farming Company were buying at \$12.00 and selling it to the Government at \$20; they did not weigh it; they measured it by a tape; Bell put it in, and he had the packing machines all down the line, and packed it, and charged the Government \$22 a ton for it, and a good deal of it was that rotten hay that was sent up—it was all pretty well rotten up there; there were piles of it along near the stations that you could not go near it, and the horses would not touch it at all, and there was about a third or a fourth was also bad.

Q. Did they furnish you with oats too?

A. I think they did; there were a lot of teams went down and loaded up with something; of course there is a great deal of information that you could get if a person went about to get it; I was told that they had to give Bell so much for every team they hired, and I was told the same thing was done at Brandon.

Q. That was only hearsay again?

A. Yes.

Q. Have you got any teamster or contractor who could swear to it.

A. I am positive if I took charge of it I could get men who would prove it; Kelly told me that he supplied eight teams too many for his contract, and Bell said he would not touch them, or have anything to do with them if you gave him \$4,000; McGregor's son was up there, and he heard of the thing, and he went in, arranged the whole thing with Bell, and they were taken on; the teams were hired here at \$6.50 a day until they were returned, and some of them objected to being reduced to \$4.50, and they said, return us to Winnipeg, and they say the extra was paid by the Government, but of course this has got to be looked up. Kelly told me he knew cases where it was done; if it is necessary I can give you copies of these originals, but I suppose Stewart can give you the originals. Stewart also had the promise in the way of a contract from Qu'Appelle to Clark's Crossing, and that is how he found out that he could get contracts. Stewart has all the contracts and he can shew them to you. There was a contract first from General Laurie from Qu'Appelle to Clark's Crossing, and there was a certain part of it which was copied into Bell, Lewis' contract and dated three or four days ahead of his.

Q. There may be some trouble to prove that, as they might say it was the other way about—copied from their's into the other?

A. Yes, but what I say is this—that a person of Col. Whitehead's intelligence should give contracts to men at those figures, costing about \$80 or \$90 a trip, and there were no tenders asked there, but these men came down here and arranged those prices, and any man who can multiply $4\frac{1}{2}$ by 8 can tell what it would cost to carry that the distance it had to go, and tenders were asked; and before any tenders could be put in nearly all the stuff was pushed up to the front, and there was nothing left to push up, and you see the contracts and they were about half the amounts of the others. The stuff was all gone through, but to see the difference of prices, compare them. On the 5th of June there were tenders sent

in at \$70 a ton, but of course it was too late then, all the stuff was gone. If they had asked for tenders in the first place, they would have got them for \$70. What I want to show you is that these tenders were bad ones. Bell & Lewis' contract was let without a tender of any kind. I don't know who was interested in Stewart's contracts; I did not know that he had a contract until I went up to pay some invalids; I know Kelly, but I don't know Armett. I saw Howard up there. Kelly's contracts were all let before I got there.

Q. Has Stewart ever offered to assist you, in any way, to get your accounts paid?

A. No, never made any offer of any kind. I have heard on the streets rumors that some of these fellows who have been bitten have been making these charges against me, and I would like them to put in a charge. When I returned from Ottawa, on my arrival here, I met Stewart, and I told him I had placed the matter in the Minister's hands, and gave him the letter, and he told me he was worried to death by Blanchard, Col. Whitehead's Solicitor here, running after him, wanting him to make affidavits that Col. Whitehead was pure, and never had anything to do with any such evidence as he had in his possession. I wired this to Ottawa, and received an answer afterwards; they tried every means possible to get possession of papers that he has in his possession.

Col. Forrest:—I think you have made it clear that you were not interested, in any way, with any contracts for hay?

A. No, not to any extent; all I did was to introduce a friend to the Hudson Bay Company, and he was promised a contract. I never received a cent commission on the purchase of horses, and I don't know of any body who did. The first horses we had a good deal of trouble with. I was present at the purchase of every horse, after I came home. Graham acted first rate, and helped me all he could, but there was another fellow who put in a claim for another horse more than he had put in, and I reported it to you.

WAR CLAIMS COMMISSION.

JAMES ANDERSON.

November 19th.

Col. Jackson:—

Q. What position did you occupy during the late Rebellion?

A. I was assistant to Lieut.-Col. Forrest at Qu'Appelle most of the time.

Q. We wish you to explain this letter which you have sent in to us? What do you wish to say about the contract from Saskatchewan Landing to Battleford?

A. I was never there myself. I have nothing to say about that.

Q. You said that Col. Whitehead wired to Gen. Laurie to give a contract to John Stewart.

A. Yes, this I know by a rough copy of the tender given to me by John Stewart.

Q. Do you know anything about Jones's duties? What was he round there for?

A. He was a clerk for the Transport Office.

Q. You say that the said Jones took bills of lading from Bell & Lewis for 200 of freight?

A. Yes, Mr. McQueen said he did.

Q. And that these bills were endorsed over by Bell & Lewis?

A. That is on the Saskatchewan Landing to Battleford trail.

Q. You say a great number of teams were hired by Bell, and sent from Swift Current on this contract?

A. Yes, I know this myself.

Q. Do you know whose service they were in?

A. The teamsters told me Major Bell hired them, and sent them up there, and Jones went up there a few days after they were hired.

Q. You say that Col. Whitehead gave a contract to a personal friend of his own for twenty head of cattle, without tenders, and at a loss to the Government?

A. I can produce the evidence to that, if necessary.

Q. Do you wish to produce the witnesses on that?

A. It would be necessary in order to go into it thoroughly.

Q. You say that Col. Whitehead allowed Bell & Lewis to be paid their contract from Qu'Appelle at prices fifty per cent. too high and was guilty of improper negligence?

A. I can produce evidence that this could have been done fifty per cent. cheaper at that time.

Q. Without any interruption to the service?

A. Yes.

Q. You say that Major Bell, above mentioned, was the Bell of Bell & Lewis, Transport Contractors, and that said Bell admitted this at Regina? Are you prepared to prove this?

A. Bell admits it himself.

Q. You say that the said Bell himself superintended the work for some time on behalf of himself and Lewis. You were at Qu'Appelle then, do you know anything about it?

A. Yes, that he was running it without any agent.

Q. For how many days—was it two days?

A. It was more, perhaps five. The teams worked there for some time before Fox came up to take charge of it.

Q. You say that said Bell hired the teams for this contract, and loaded them with rotten hay, knowing at the time that it was unfit for use?

A. On my return from this trip to the Saskatoon Landing I found a quantity of hay at each station on the road that was unfit for use and rotting. Teamsters would not allow their horses to touch it; what little they did use was for bedding. The teams were let out on grass and picked what they could as it was just sprouting at the time. This was on my way down.

Q. Where did you meet the first portion of these teams that were going out on the contract?

A. I met the first somewhere about the Salt Plains. Of course there were some that were hauling for the Government as well as on this contract. There was a quantity of stuff at each of these stations, and when the contract was let to Bell & Lewis, teams were continually going back and forward taking the stuff.

Q. How long did it take you to return from Qu'Appelle to that place?

A. I think it was three or four days.

Q. Then you were not at Qu'Appelle when this convoy was organized?

A. No, not the first lot.

Q. How do you know that Bell was engaging teams?

A. He continued doing so. I wasn't there when the first lot were hired. Some of them told me that they had been hired by Bell.

Q. Had Bell control of the shipping of that hay?

A. Yes, he was loading the teams all the time. I reported on my return, telling Forrest & Swinford, who was there looking after this shipping, complained of supplies going out that should not go. In reference to charge 28, all I can produce is the evidence of John Wood, but he is now working for the C. P. R. in the Rocky Mountains.

Q. We have an affidavit here to the effect that, even if that had been loaded there, it would have made no difference, so that the Government could not have been injured?

A. Wood told me that there was crooked work in the matter.

In reference to charge 24, I should like to look into the payments before I could state what evidence I could bring on that.

In reference to charge 27, I have seen them measuring the hay.

Q. Would it have been any advantage to Bell to have reduced the quantity to the teamsters, the men who furnished the hay?

A. I don't know that he had an object in it.

Q. What was the customary manner of weighing or measuring hay?

A. I don't know.

Q. Were there not clerks there to check it?

A. I complained that the hay was turned in, without any one checking it, that he turned it in to himself, and made his own returns; he did everything, he was agent and contractor, and everything else.

Q. Do you know the price of hay at Qu'Appelle at that time, the ordinary market price?

A. Some farmers were only getting \$10 a ton, and they were complaining about the Government giving \$20.

Q. Do you mean to say that, after paying all expenses, it could be laid down at the station, at \$15 per ton?

A. Yes.

Q. How could this be bought without expenses?

A. Purchasing and packing could be done at this price.

Q. In reference to charge, are you prepared to show us that the supplies hauled by Bell, Lewis & Co. cost more than when hauled by the day?

A. Yes, I am prepared to show that this contract cost a good deal more to the Government than could the teams at the ordinary price, from \$6.50 or \$7 per day.

Q. In reference to charge 29, are you prepared to swear to this statement as being correct?

A. Yes.

WAR CLAIMS COMMISSION.

Lieut. Col. E. A. WHITEHEAD.

November 21, 1885.

Col. Jackson:—

Q. What was your position in the Militia Department, during the Rebellion?

A. My position, as appointed by the Minister, was Chief Commissariat Officer, limited to supplies, subsistence, and transport.

Q. When were you appointed, and when did you arrive in Winnipeg?

A. I was appointed about the 19th of April, and arrived here on the 22nd of the same month.

Q. What were your duties?

A. The duties of the Chief Commissariat Officer.

Q. When did you first have any interview or business with Major Bell in connection with the transport business?

A. About the 20th of May—by telegram on the 15th of May, personally about the 20th.

Q. Did you meet him about the 19th of May last, and if so what took place at that interview?

A. No, I didn't meet him on the 19th, to my knowledge. On the 20th of May I wired him as follows:—"Having received instructions from the Minister of Militia to cancel all contracts for transport, I authorize you to dismiss all teams, and re-engage them without middlemen, on the tonnage system, not interfering with teams of the General.

"E. A. WHITEHEAD."

I have never had an interview with Major Bell; I didn't know the man.

Q. Did you arrange for contract with Bell & Lewis, or either of them; if so, give particulars as to prices?

A. Major Bell, acting under my telegram of the 20th May, made contracts for moving supplies, which contracts were referred to me.

Q. Before closing this contract, did you make enquiries as to cost of transport per ton from Qu'Appelle to Clarke's Crossing?

A. Yes.

Q. What enquiries did you make?

A. I calculated the cost to transport supplies from Qu'Appelle to Clarke's Crossing, and, on the improved system, I considered the saving equal to one-third, and reported the same to the Minister of Militia.

Q. What information did you get, and from whom?

A. From my own common-sense.

Q. Did you ask Major Bell the distance from Qu'Appelle to Clarke's Crossing?

A. No, Capt. Allan was my consulting officer, and knew the trail from Qu'Appelle to Clarke's Crossing, from Moosejaw to Clarke's Crossing, and from Saskatchewan Landing to Battleford.

Q. Did you ask the state of the roads ?

A. No.

Q. Did you ascertain the number of days in which the round trip could be made ?

A. Yes.

Q. Did you know what time was allowed to make the round trip, and that the limit was eighteen days ?

A. I consulted with Capt. Allan, and he allowed from 25 to 30 miles per day, and made our calculations accordingly.

Q. At the time you were letting this contract to Bell & Lewis, you were aware that the teams then in the employ of the Government were discharged, and were hired by Bell & Lewis at \$4.50 per day.

A. The teams were discharged by my orders—I have no knowledge of what they were engaged at afterwards.

Q. Have you ever estimated the cost of a round trip at these prices ?

A. I never figured on the \$4.50 per day. I was satisfied that the tonnage system was a-saving of one-third the old system.

Q. Were you aware that these teams drew 3,000 pounds ?

A. No.

Q. At \$140 per ton would this load not net \$200 ?

A. I didn't figure that way ; I figured on the saving to the Government of the new system over the old. I didn't suppose to calculate the profits or the loss of the contractors.

Q. At \$4.50 per day, at 18 days for the trip, would not the trip cost the contractor only \$81.

A. Simple calculations show that.

Q. Would not the net profit be \$129 for each team's trip ?

A. Leave that to an accountant.

Q. Now what would be the net profit to the contractors per ton ?

A. I neither know the terms that the contractors agreed with the teamsters nor anything about the profits.

Q. Would it not be \$86 for each ton, clear profit ?

A. I have never studied the interests of contractors, or made the calculations.

Q. Did you use your own discretion in letting this contract, or did you rely on Bell's advice alone ?

A. I relied on Bell's advice alone, submitting the contract.

Q. Did you enquire if any other one would do it cheaper ?

A. Through Mr. Blanchard, Advocate, whom I engaged in the interests of the Government, and consulted on the matter of cancelling the contracts existing between the Hudson Bay Company on behalf of the Government and the teamsters, these Contractors, with the exception of one, refused to sign the agreement, cancelling the contract, and enabling the teamsters to re-engage on the tonnage system. I advised Major Bell on the 2nd June, as follows :—" Have consulted lawyer whose opinion is that contractors are entitled to pay " until teams return home. Have drawn up deed for contractors, signing it, cancelling " contract and agreeing to teams being re-engaged, and will notify you, but don't engage " contractors' teams till document is completed." Any contractor refusing new system you will return home to destination. Will keep you posted. On the third of June, I telegraphed him " Can you continue service and dismiss contractors' teams. Contractors " unwilling to continue at a price and cancel original contract. What can you afford to " pay by the day ? This arrangement will continue until new contracts are issued, " when you will be advised."

" E. A. WHITEHEAD."

These contractors, with the exception of one, refused to cancel the agreement, I therefore wired Major Bell accordingly.

Q. Did you compute yourself what would be the profits ?

A. No.

Q. At the time Bell & Lewis got the contract, were the roads better or worse than before ?

A. I have no knowledge of that ?

Q. Could the Government not have discharged the teams, and rehired them, instead of Bell & Lewis at the \$4.50 per day, or thereabouts, and had the benefit?

A. Not at that time—the contractors refused to cancel their agreement, and they controlled 1200 teams?

Q. Did Major Bell, about the 19th of May, inform you that he was a partner of Lewis?

A. No.

Q. Did you know from any other source this fact?

A. Not till afterwards.

Q. Did you authorize Major Bell, as your subordinate or agent, to make the contract with Bell & Lewis, as stated in the agreement of May 21st?

A. I never gave Bell any orders to make a contract with any firm or individual. I ordered him to move the supplies to the front, by order of the Minister, on the tonnage system, and dismiss all contractors' teams.

Q. Will you swear that you were ignorant of Major Bell's connection with Bell & Lewis when you deputed him to make the contract?

A. Yes.

Q. Do you know who got the benefit of the profits made on this contract?

A. No.

Q. Was this contract, dated the 21st of May, drawn up, and signed and delivered, on or about the day of which it bears date?

A. The contract speaks for itself.

Q. What was the style of the firm when the contract was made, and when was the firm name changed, and for what purpose?

A. The style of the firm when the contract was made was Bell, Lewis & Co. It was dated 21st May. I never knew of any change.

Q. You are aware that shipping bills were headed Bell & Lewis for some time after the contract was given, and afterwards "Co." was added?

A. No.

(Counterfoils of stubbs of the first shipment produced.)

Q. Did you advise the Minister of Militia that the Bell of Bell, Lewis, Yates & Walsh was the Bell of Bell, Lewis & Co.

A. Yes.

Q. Did you do that after some complaints had been made?

A. The Minister wired me if the Bell of Bell, Lewis & Co. was Major Bell of the Bell Farm. I answered he was not—I afterwards advised him he was, when I gained the information.

Q. What was your object in making this representation?

A. I made no representation.

Q. Was your object really not to get the money for Lewis?

A. No.

Q. Can you explain how the Minister was under the impression, until recently, that Bell, Lewis & Co. were not paid?

A. He was always under the impression that they were not paid, because he ordered me not to pay them.

Q. When the Minister first communicated with you in regard to the alleged Transport frauds, what steps did you take to ascertain the facts?

A. I consulted everyone who could give me information from the front.

Q. In what quarters would you be likely to get information that such frauds really existed?

A. I sent Captain Allan, my consulting officer, over the trail.

Q. Did you make enquiries from any of the following officers at the Contract Depots:—Colonel Forrest, Captain Swinford, James Anderson, of Qu'Appelle, or General Laurie, Moosejaw, or any other officer?

A. No; I hadn't the pleasure of these officers' acquaintance, and they all ignored my position.

Q. Was it not your duty to enquire from the parties just mentioned, and from every other source you could think of, before advising the Minister?

A. It was the duty of these parties to report any irregularities to me, as chief of that branch of the service.

Q. Did you see J. L. Lewis, of Bell, Lewis & Co., about it?

A. No.

Q. If you saw him, what took place between you?

A. I never saw him.

Q. Did you read Major Bell's letter in a Winnipeg newspaper, denying any connection with the Transport contract?

(Letter read.)

A. Yes.

Q. Can you account for the different statements in the letter, and Major Bell's evidence?

A. Major Bell had better be called upon to give his evidence.

Q. Was there a contract for transport from Moosejaw to Clarke's Crossing given to John Stewart, at \$110 per ton, net cost, to the Government?

A. Yes.

Q. Are you aware that through freight from Winnipeg costs only \$2 more per ton to Moosejaw than to Qu'Appelle?

A. No.

Q. In that case would not the transportation, from Qu'Appelle via Moosejaw to Clarke's Crossing, be only about \$113 per ton, net cost, to the Government, as Stewart, in his contract, fed both men and teams?

A. Stewart's tender from Qu'Appelle to Clarke's Crossing was \$150. The General having ordered that trail to be kept open, therefore the supplies at Qu'Appelle could not be freighted by rail to Moosejaw.

Q. Are you aware that Bell, Lewis & Co.'s contract cost the Government \$140 per ton to Clarke's Crossing?

A. Yes.

Q. Are you aware that the rations and feed of teams used by Bell & Lewis cost the Government about \$60 per ton?

A. No.

Q. Are you aware that Bell & Lewis were to allow the Government \$10 per ton, if the Government fed the teams?

A. Yes.

Q. Taking this into consideration, and giving allowance for this \$10, would there not be a cost to the Government of about \$190 per ton?

A. No; Bell & Lewis were charged up with what they consumed.

Q. Would this not make a difference per ton of \$78 in favor of Moosejaw?

A. I don't know anything about that.

Q. Was it not your duty, either personally or through your subordinates, to ascertain the cheapest route, and send by the cheapest route, without favoring any contractor?

A. I favored no contractor; I did my duty.

Q. Did not General Laurie advise the adoption of the Moosejaw route, on the ground that there would be a saving to the Government?

A. General Laurie had no right to advise. General Middleton ordered the Qu'Appelle route to be kept open.

Q. Were you aware that the distance in favor of the Moosejaw route was at least 48 miles, and in a round trip 96 miles, and that the roads were quite as good, if not better?

A. When the General Commanding orders me, I obey. I don't discuss the matter with him.

Q. In the face of these facts, what reason do you give for sending the bulk of the freight over the most expensive route?

A. Carrying out my orders.

Q. Do you remember sending a telegram to General Laurie about 30th May last? Produce it.

A. Yes, on the 31st of May I telegraphed to General Laurie: —

"Thanks for statement of supplies. Have telegraphed Bell to arrange with you and Stewart, and make contract, pending tenders.

"E. A. WHITEHEAD."

Q. Did you not deny the existence of such a telegram when John Stewart was making his statement before this Commission?

A. No.

Q. Was not Major Bell aware that you had sent this telegram?

A. (Telegram from Colonel Whitehead to Major Bell) "General Laurie wires: 'You haven't answered his telegram about contract with Stewart, to freight between Saskatchewan Landing and Battleford. Please arrange for the present until tenders are allotted. I have given you full power.

"E. A. WHITEHEAD."

My sole reason in wiring Bell and Laurie to move the supplies at that base was owing to a report I received from the Transport Officer at the Landing that the supplies were spoiling. Also a telegram from Major-General Laurie, stating that the supplies were becoming bad, and the Troops were in an unhealthy condition.

Q. Was not John Stewart's figures, viz., \$135 per ton net, Stewart paying ferriage, feed of teams and men, time of teams, transport of teams, and the contract, to be finished in two weeks?

A. None of these provisos were mentioned in Stewart's contract, with the exception of food and forage, and I considered Howard's contract for \$125 cheaper.

Q. Did you authorize Major Bell to make a contract for this purpose with Mr. Howard?

A. No.

Q. Was Howard's contract not \$125 per ton, Government paying transport of teams from Qu'Appelle to Swift Current, a distance of about 200 miles, Government feeding them and paying ferriage?

A. The contract speaks for itself. It reads: "Free transportation returning home."

Q. If the Government fed the teams they were to be allowed \$10 per ton?

A. Yes; that is correct.

Q. Are you aware that this would cost the Government at least \$20?

A. No.

Q. Would the cost of this contract not be \$125 freight, \$1 for ferriage, \$4 for conveyance of teams, and \$7.50 for feed of men each, and \$10 extra cost of teams' feed thus making altogether not less than \$147.50 per ton?

A. Howard paid his own ferriage. I consider the calculation incorrect.

Q. According to these figures would not Stewart's contract be \$12.50 per ton less than Howard's?

A. No.

Q. Did not the Government, between the date of Stewart's contract and Howard's, feed some 100 teams or more at Saskatchewan Landing, while the contract was being settled?

A. Not to my knowledge.

Q. How much would the wages and feed of these teams cost the Government the time they were idle?

A. I am not aware that any teams were idle at that date, at the expense of the Government.

Q. If Stewart had been allowed to do this work at these figures, would there have been any necessity for the delay of these teams?

A. I am not aware that any teams were delayed at the expense of the Government.

Q. Did this delay, while it lasted, cost the Government at least \$800 per day?

A. No.

Q. Are you aware that there was another delay for about ten days, when the ferry was broken, and that the Government fed the teams for this, while if Stewart's contract had been accepted he would have had to bear this himself?

A. I don't consider the Government lost any money by the delay, and the carrying away of the ferry was an act of Providence, for which the Government cannot hold me responsible.

Q. When was the contract with Howard made ?

A. June 3rd.

Q. Who negotiated this contract ? How long were the negotiations pending before the contract was closed ?

A. I don't know.

Q. Did you instruct Bell to give this contract to Howard dated 3rd June, 1865 ?

A. No.

Q. How did you instruct Bell, was it by telegram or letter ?

A. I didn't instruct Bell.

Q. Have you a copy of your letter or telegram, if instructions were so given ?

A. No.

Q. Did you not accept this contract on the night of 4th June ?

A. Not to my knowledge.

Q. Why did you accept this contract ?

A. I considered it the lowest.

Q. Was not John Stewart to supply his own teams and finish the contract in two weeks ?

A. Yes.

Q. Are you aware that about 90 tons were shipped, before Howard took the contract, by one Jones, a Government officer ?

A. No.

Q. Produce these certificates of these shipments. (Certificates produced)

Q. Was Captain Howard paid for this work ?

A. Yes.

Q. Captain Howard then got the benefit of shipments made by a Government officer before he really had the contract ?

A. I am not aware of it.

Q. Captain Howard is an old Montreal friend of yours, is he not ?

A. Yes, of 30 years' standing.

Q. Is John L. Lewis an old Montreal friend of yours ?

A. No.

Q. Did not Montreal friends have quite a number of contracts ?

A. Not one that I know of.

Q. When the contract was closed with Howard were tenders not then really advertised for ?

A. Yes.

Q. Before accepting Howard's contract, why did you not wait a day until the tender should be in ?

A. Because I was carrying out the Minister's orders.

Q. Did tenders come in pursuant to the advertisement ?

A. Yes.

Q. Where are they.

A. In Ottawa.

Q. Were they opened ?

A. Not in Winnipeg. I was ordered by the Minister to send them unopened to Ottawa.

Q. Who was present when they were opened. If not opened, why were they sent Ottawa ?

A. I don't know who was present ; they were opened in Ottawa.

Q. Was it at your suggestion or at the Minister's request ?

A. At the Minister's orders.

Q. Produce the telegram you received from Sinclair, the contractor, about the beginning of June, on the Saskatchewan Landing contract.

A. I sent that telegram on the 6th of June, the date it was received, to the Minister of Militia, as it was a tender for freighting.

Q. Did you not let a contract for twenty head of cattle to a man in Winnipeg ?

A. Yes.

Q. Produce the contract and assignments (contracts and assignments produced) assignments attached to claims sent in for payment ?

Q. Where did this cattle contract man come from ?

A. I don't know.

Q. Did you know him in Montreal ?

A. No.

Q. What was his occupation there ?

A. I don't know.

Q. Did you ever sell him any goods while you were in business in Montreal ?

A. I never saw the man in my life till I saw him in Winnipeg.

Q. Did you ask for tenders or get figures from any other person, cattle dealers or butchers ?

A. I submitted the requisition from Col. Otter to the Government contractor, Gallagher, and the Minister ordered me to give a contract to Harris, who tendered one cent less than the Government contractor.

Q. How many transfers of this contract were made before it came to the party who furnished the cattle, and what do the assignments show to be the profits of each individual ?

A. Two assignments ; no profits mentioned.

Q. Have you any further evidence to give ?

A. I will read a few telegrams :

OTTAWA, 15th May, 1885.

Col. WHITEHEAD,

" I have telegraphed to Wrigley as follows: Please see Whitehead. I have telegraphed him to call for tenders for transport everywhere, except not to interfere with teams now with the General. I also wished tenders to be called for meat, oats and hay, as the immediate want which required department to act without tenders has now disappeared.

" A. P. CARON."

" Now take immediate steps to call for tenders for all supplies required, being particular about issuing any tenders for supplies to be delivered at given stations, which you must decide upon after communicating with commanding officers. It might also be possible for you to ask that supplies tendered for be conveyed by Contractors to various stations. You must act with all possible discretion, as commissariat must be as perfect as it is possible to make it. Act promptly. I know you will do well. Your position will be Chief Commissariat Officer. You are limited to transport, supplies and subsistence.

" A. P. CARON."

Telegram on the 6th May from Col. Whitehead to the Hon. A. P. Caron :—" Have seen Wrigley. Will act with discretion. Will reorganize transport first and advise you. Have you advised General Middleton, so as his appointments of Supply and Transport Officers in the field will recognize and requisition on me."

" E. A. WHITEHEAD."

Telegram from the Minister to Colonel Whitehead from 19th May :—" I desire that existing contracts for teams be cancelled, and that teams be managed directly without middlemen interfering, so as to cut down exorbitant prices reported to me. Have seen Lord Melgund, and I hold to the instructions sent to you. Let me know what measures you have taken.

" A. P. CARON."

Telegram from Colonel Whitehead to the Minister of Militia, 19th May :—" Have reorganized the cost of transport to freight by the ton instead of by the day—a saving of \$5000 per day. Present transport system not interfered with. It is necessary that you order the H. B. Co. to cancel all contracts with Contractors, and order me to adopt the tonnage system, and will I continue the new contract with the H. B. Co., which I would recommend, or do you wish the contract made direct to me ? In the meantime I

have adopted the tonnage system at one-third saving, and when you decide the questions with H. B. Co., as to continuing through them or through me, I will call for tenders and reduce cost of transport one-half. The saving is enormous, and I have worked it with great discretion, especially as the present system of transport will not be molested, and supplies, as heretofore, promptly delivered."

Answer from the Minister of Militia to Col. Whitehead:—"I have ordered H. B. Co. to cancel contract with present contractors. Follow more economical system. Do all you can to the H. B. Co., as you recommend. You have done well so far."

Telegram from Col. Whitehead to the Honorable A. P. Caron, 21st May:—"Wrigley not cancelled contracts with team contractors. Wrigley holds that cancellation requires immediate transport of teams to their homes, and thereby depriving honest teamsters of accepting new contracts. Original contract covers transport with dismissal. Would recommend you to give me authority to guarantee future transport to teams re-engaging. I am willing to give the H. B. Co. the preference for future contracts, but they are not willing to resign their present hold and throwing obstacles in the way. In the meantime, am moving supplies on tonnage system at a great saving. Suggest you telegraph to Wrigley that I have full power to relieve him, and insist on immediate cancelling. The Lake and River route are also a saving and will be adopted."

Telegram from the Minister to Mr. Wrigley, 21st May:—"Please inform me if present contracts for teams have been cancelled, as I cannot authorize present high prices any longer. Col. Whitehead has been authorized to provide new system, and I trust you will help in carrying this out."

Telegram, dated 21st May, from Minister to Col. Whitehead:—"There must be no interruption in transport, and nothing must be done to interfere with the General's arrangements. Keep well posted about what is going on."

I telegraphed to the Minister on the 22nd May:—"No interruption in transport, supplies promptly delivered, as heretofore. All contracts cancelled; teamsters re-engaged; everything running smoothly; no interference with the General. Some people are jealous and work on the General. Advertised for tenders to-day."

Col. Jackson:—

Q. You said you were subsequently instructed to pay this company, Bell, Lewis & Co.?

A. Yes, here is a telegram dated June 27th to Col. Whitehead:—"From the letters I sent you yesterday about contracts to Bell, Lewis and Jones, I think no money should be paid on this contract until matter is investigated, as I don't want to pay twice."

"A. P. CARON."

Then the letters arrived in reference to the letters he sent me.

Q. Was there any reply to this letter.

A. Yes, telegram from the Minister July 13th, to Col. Whitehead:—"You had better recommend payment when you have no doubt about claims." This is an answer to my telegram if I would pay these Contractors on account.

WAR CLAIMS COMMISSION.

November 23, 1885.

THOMAS KELLY'S evidence.

Col. Jackson:—

Q. What is your name, occupation and residence?

A. Thomas Kelly, contractor.

Q. Were you connected with Captain Howard last spring, any way as to hiring teams on the Transport Service, if so, state fully what you know about it?

A. I was. All I know was that I got the contract from the H. B. Co., and have filled it, to supply a certain number of teams for the Transport Service.

Q. What was the rate per day?

A. Six dollars and fifty cents.

Q. Do you know anything in regard to a certain contract, given to Howard for transport from Saskatchewan Landing to Battleford. If so, state what you know?

A. I know that he and I put in a tender on the fifth of June, for the moving of

supplies from Qu'Appelle Station, Moosejaw and Swift Current; and on the morning of the 6th June he told me that one Jones had the contract for moving the stuff from Saskatchewan Landing to Battleford. I think it was a day or two days after I heard that he had gone west, and had this contract. About three or four days after I went out west, and met him between Swift Current and Saskatchewan Landing, after he had the freight all shipped for Battleford, and then he told me, at Swift Current, on my way back, he would carry out his arrangements with me, as to my proportion of the profits.

Q. Were you not with Howard on the night of June 4th, in reference to this contract, and who were these negotiations with?

A. It will be either on the night of the fourth or fifth that tenders were to be in. I saw Howard as late as one or two o'clock that morning; I think that tenders were called for to be in on the fifth of June, so if the fifth was included it was the morning of the sixth, half-past one, or thereabouts, that I saw Howard.

Q. Had you any conversation at that time?

A. We talked over the matter, and he said he was going to the Club, as Major Bell and Col. Whitehead wanted to see him. I went up Portage Avenue with him, and we parted at the corner of Hargrave street; he went to the Club, and I went home.

Q. At what hour during the night or morning were these negotiations closed?

A. Between one and two o'clock on the morning of the 6th of June.

Q. Why should you have been negotiating then at that hour, after that closing of the tenders?

A. It was negotiating to try and secure the contract for moving the supplies that were at Saskatchewan Landing, pending the result of our other tenders, as it would require some time to decide the matter.

Q. Do you know the date that Captain Howard went west to take charge of this contract?

A. It will be the seventh or eighth of June; he remained a day after the fifth, and I think he went the following morning.

Q. Did you have any understanding or conversation with Howard as to the releasing of the teams hired by the day. If so, what was the understanding or conversation?

A. Well, we had a conversation. I think that if we got this moving of supplies at Saskatchewan Landing, we would have to release our team contracts with the H. B. Co.; we thought the matter over, and after he went west, I got a telegram asking me to release my contract. I telegraphed him, asking him to explain the thing more fully. I got no answer, and therefore I did not release my contract. Howard and Flannigan were in with me in this contract. Howard asked me to see Flannigan, and see if I could make arrangements to release these teams.

Q. You didn't do so?

A. I saw Flannigan and had a conversation with him, and he consented to do whatever I would do in the matter.

Q. What was the result?

A. Howard didn't answer the telegram I sent him, and we did not release the teams. He had released his without our consent. There were some of my teams at Battleford, and when they struck Swift Current, they were moved into Winnipeg.

Questioned by Col. Peebles:—

Q. They were your teams and Flannigan's that were shipped into Winnipeg?

A. Yes.

Col. Jackson:—

Q. At the time you had these interviews with Capt. Howard, did you know that John Stewart had a contract for this same work, and have you any reason to believe that Howard knew this?

A. No, I don't think I ever heard it mentioned that Stewart had this contract; no, not to my knowledge. I had asked General Laurie if he was receiving tenders to move the stuff from Saskatchewan Landing to Battleford; he said no, that they were receiving in Winnipeg.

Q. Have you ever made a calculation as to the difference in cost of freighting by

the day and ton in that contract, at the ordinary rate per day, the difference to the Government?

A. Well, no, I have not; I think it cost the Government more by the hundred than it would by the day, if they had no delays. I considered that my calculations were based on the average of about \$6.50 per day for the teams. I only got hearsay about, the price paid for freight was 6 $\frac{1}{2}$ cents per pound.

Q. You, then, have apparently been misinformed about the rates?

A. Yes.

Q. Did you notice any hay when you were over the trail?

A. Yes; at the Landing and at the Station, between Swift Current and the Landing, that is as far as I was, the quality was very bad.

Q. How would you account for it being bad.

A. It looked like hay cut and pressed out of season; not like hay saved in the summer; much of it was rotten. Of course it was pretty hard getting hay at that time.

Q. Did the outside of the bales look all right?

A. This hay I referred to was very bad, when I saw it; it might have been exposed to the rain, which would have a bad effect on the outside of it.

Q. Do you know of any irregularities connected with this freighting?

A. I do not know, personally.

Q. Did you find it necessary to pay a commission to any officers of the Transport Service in order to carry out your contract?

A. No; I never paid a cent.

WAR CLAIMS COMMISSION.

W. F. LUXTON (Editor of *Free Press*) sworn.

November 24th, 1885.

Col. Jackson:—

Q. We have called you here to give us some information in regard to some statements which appear in your paper.

A. The articles were based on information we received from time to time during the progress of the campaign, and we never published anything but upon what we considered the best possible authority. However I may say now of our own knowledge, I was not in a position to know, as I was not in the field myself. Nearly all we said was from hearsay, but was on what he deemed most undoubted authority. I think the first matter we touched upon was about the Qu'Appelle Farm teams being employed at \$10 per day. We alleged that while the Bell Farm teams were being paid \$10 per day, teams could be had at \$6 per day, and that the authorities were aware of this. We based that on the information we had from William Clark, Mr. Wrigley's deputy of the H. B. Co. He told me that the first teams the Company sent out, I think, it was \$8 a day they paid. They had to be got in a very great hurry. When they could get the teams at \$6 per day they so advised Gen. Middleton, who was *en route*. I am relating it as I had it. I know, as a matter of fact, that teams were being employed at \$6 per day. It was not admitted that they were receiving \$10 per day by the Qu'Appelle Farm people.

Q. Of course you know that the service was an exceptional one, there was no organisation of the Government at that time by which that work could be done?

A. Our point was this,—We did not object to the Government giving \$8 or \$10 per day in the first instance; but after Mr. Wrigley telegraphed Gen. Middleton that teams could be had for \$6 we objected to teams getting \$10 per day. Of course the H. B. Co. were simply acting as commission agents. I cannot remember the whole thing categorically, just now and names. I cannot say who were our authorities from time to time either. We alleged that Major Bell was understood to be a Government officer, was interested in contracts, and we said the Government was quite aware of it. We said that the Minister of Militia knew it, and Sir John Macdonald, and we based that statement upon this. I saw the document signed by Major Bell and John Stewart, in which they agreed as men of honor to divide the profits accruing from a certain contract that was indicated. There was a foot note or supplementary memorandum on the same sheet of paper making a similar arrange-

ment about a contract Bell & Lewis had. I saw this, and knew the person who had it at the time, to be a trustworthy man. I had a letter from Bell in which he threatened to take an action for libel. The party told me that he had shown it to the Minister of Militia and Sir John Macdonald. This is how we justified the statement that the Government knew just how things were. Bell had declared, over his own signature, that he was interested in no contracts whatever. We had in mind this particular contract. There was an enormous amount between what Stewart contracted with the Government to do it for and what he paid for it; I cannot remember the sum now.

Q. You mean what Stewart was doing the work for?

A. No, what Stewart re-let it for, or what the Government was paying for it, and what was actually paid for the performance of the work, the difference accruing to these "middle-men." The inference was that Bell did not honestly let the work—I think we drew this inference.

Q. Were you aware that Stewart re-let a portion at \$5 per ton less than he was doing it for?

A. I could only know it from hearsay.

Q. From whom did you get that information?

A. From different parties. I cannot name the parties. I know the party who had the document—I prefer not to name him.

Q. We have the same power as any other Court?

A. His name is James Anderson.

Q. What do you suppose his object was?

A. I did not ask. We said it was a friend of the Government who has shown these documents.

Q. Have you any knowledge that W. R. Bell was a member of the firm of Bell, Lewis & Co?

A. I did not think that of Major Bell. It never occurred to me that Major Bell is of the firm of Bell, Lewis, Yates & Walsh. It never occurred to me that this was the Bell who had the contract for freighting. Our point was, that Major Bell, as a Government officer, dishonestly used his position for his own emolument. The contract or agreement between himself and Stewart was the evidence of it, and Bell had declared that he had no interest, directly, or indirectly. Our point was that he was not faithful to his position.

Q. You only had one letter from Bell, July 17th. It was taken from the paper at the time?

A. These contracts must have been made long before that, but I don't know as to exact time.

Col. Forrest:—

Q. That should naturally be, I suppose?

A. Yes.

Col. Jackson:—

Q. Then what you have written in the paper was from hearsay. You have no personal knowledge?

A. Yes; excepting the matter of the agreement, which I know had Bell's signature. What we were reaching at was, that Bell was defrauding the Government, and, while representing the Government, was interested in the contracts.

Q. Regarding the transport, was there anything further that you could give us information about before we come to supplies?

A. I cannot remember anything just now. I never spoke to McGregor. I don't know the man.

Q. Then you don't know of anything else regarding the transport of teams?

A. I don't remember so many things just now.

Q. Regarding supplies, the furnishing of supplies, is there anything that you know about?

A. Yes, the hay. I only know this in the same way as I know other things. I have every reason to believe that the Government was paying three times more for it than was necessary, and that it was of very inferior quality.

Q. What was the price of hay at Qu'Appelle at that time?

A. I was told that the Government were paying four times what farmers were offering to sell it for; that farmers' offers were declined; and that the hay bought was rotten. Of course newspapers cannot wait to get the most specific and detailed information; when they honestly believe a thing they treat it as a fact.

Q. Supposing the Government paid \$20 and \$22 for hay at Qu'Appelle, was that a big price?

A. Hay was offered there at \$15; my information was that the Government were paying \$75 per ton. Speaking of supplies, I have it from several persons whom I believed to be good authority, that the Government paid the Qu'Appelle Valley Farming Company for oats, and were receiving ruined wheat (unmarketable wheat) for oats.

Q. This is, of course, only hearsay?

A. That's all.

Q. We have it on authority that they gave no oats.

A. Perhaps the authorities didn't know the Qu'Appelle. Upon this rotten wheat I think (I am not sure) Capt. McMillan can give information. Dozens of people told me the same thing. I was under the impression about the hay that it was offered at Fort Qu'Appelle; I thought I was pretty solid on the hay question, but I cannot follow it out just now. I think they were paying from three to five times the price it was offered for. I had information something like this: that while the Government was paying a certain price, they were refusing it from farmers at a much smaller price. At the time I was perfectly satisfied about it.

Q. You intimated occasionally, that the officers serving in the Transport and Supply Departments were interested in various ways; and you reflected upon the personnel of the Commission when it was appointed?

A. I may say that Col. Whitehead's name was mentioned over and over again to us in connection with the matter; that there was collusion between Major Bell and himself, but his name was never mentioned in the paper in that way. I cannot remember just now who named him.

Q. You can't give us names of any one who could prove that?

A. I can't. Of course we didn't mention Col. Whitehead, we didn't wish to mention his name; but it was in the public interest to clear the thing up.

Col. Forrest:—

Q. We are not trying to whitewash Bell or anybody else, we are trying, to the best of our ability, to put the right saddle on the right horse.

A. I am quite satisfied of that; I was challenged in the matter of the Commission, and I have, therefore, thus explained.

Q. I suppose, after all, what you have stated is what you have heard casually?

R. Yes, of course, but fortified always by a thorough belief in the truth of the statements. I was hearing about this for a month before I touched it, and I fortified myself as far as I could. I believe my informants were truthful persons, but it was very difficult to be specific. I considered that when I saw the document to which I have referred, we had made our case. Major Bell was the only name we ever mentioned, being the only one of whom we actually knew anything.

Q. We only wish to get at the truth.

A. I know nothing of Col. Whitehead's doings, but that they were mentioned in connection with all this matter.

WAR CLAIMS COMMISSION.

WILLIAM CLARK'S evidence.

November 24, 1865.

Col. Jackson:—

Q. What is your occupation?

A. I am a factor of the H. B. Co.

Q. Had the Hudson Bay Company a contract with the Qu'Appelle Valley Farming Company for a quantity of hay, during the Rebellion, on behalf of the Government?

A. We hadn't down here, but Arch. McDonald at Qu'Appelle made an agreement for 500 tons,—this is as far as I knew.

Q. Was that the quantity actually delivered?

A. Yes, and over.

Q. You haven't a copy of the memorandum of agreement?

A. No, I believe there was none, it was a verbal agreement between McDonald and Bell on behalf of the Qu'Appelle Valley Farming Company—then there is some of Bell's own.

Q. Was that subsequent to the other 500 tons?

A. I could not say—There was no contract made for that—it was between myself and Major Bell.

Q. Then you made the contract with Bell?

A. The way of it was that Messrs. Beeston and Beecher had been up there, and they said what was the use of taking hay up there, that Major Bell had a lot of hay up there for sale. Of course I don't know to whom the hay belonged, whether it was Bell's or the Company's. I wired Bell "have you baled hay for sale; wire quantity and price?" He replied: "Can supply 500 tons f. o. b. cars Whitwood, Wolseley, Indian Head, and have first-class hay, extra wires." I found out that we could get the hay there at a less rate than by buying it and sending it up. This was all the bargain made.

Q. Do you remember the price?

A. \$25 per ton, delivered there.

Q. At Troy?

A. Yes.

Col. Peebles:—

Q. That was Bell himself with whom you engaged?

A. Yes, it was Bell I had to do with, and the money was paid by cheque in his name.

Col. Jackson:

Q. Were the accounts presented in Bell's name and the payments made direct to himself?

A. I understood it was Bell's, apart from the Company. I understood it was his own private affair. The cheques were certainly made out in his name.

Q. Do you know the amount paid to Bell altogether.

A. Yes, it was \$6652.50 in two cheques, one for \$5902.50, the other was for \$759.00.

Q. How much do you owe them on that contract now.

A. Nothing on that bargain, there is something due the Qu'Appelle Farming Co. \$4585.75. We had nothing to do with it. The Hudson Bay Co. had no contract with the Qu'Appelle Valley Farming Company for that hay supply. They supplied it to the Government up there, and on requisition, but not through us.

Q. Then the account should be sent here?

A. Bell called upon me once and requested payment of this, and I told him to go here. (Brigade Office.)

Q. How much hay has been paid for altogether between you and the Qu'Appelle Valley Farming Company?

Statement produced and filed, Exhibit "A"

Q. What is the meaning of Eberts and Bell?

A. Bell was manager, two cheques were made payable to him here, and Eberts signed the vouchers. Part of the other payments were to Bell and part to the Qu'Appelle Valley Farming Company.

Q. Do you know the date that the hay was delivered at Touchwood?

Col. Jackson:—

A. I do not know. We refused payment of that.

Q. On the order of Swinford, who requisitioned for that?

Q. On whose order did you send for this hay.

Q. You have heard about bad hay being sent out?

A. It was good when it was sent from here. I know where it came from?

Q. Who was the sender of it?

A. Shaw and Masterman.

Q. They sold it here?

A. Yes. It was good when it was shipped.

Q. It was bad on the outside ?

A. It was bad weather then, and it would be apt to spoil, and the cars were shut up, and it lay there before it was unloaded. It is strange to say that this hay that was refused we had inspected here very particularly Anderson took a sample to show me at the office. It was not musty, but I have seen better hay ; it was coarse and fresh looking when we opened it.

Q. Do you know of any other contracts Bell was interested in ?

A. I do not.

Col. Forrest :—

Q. Did you not get a bill or receipt to show whom you were paying.

A. O, yes, we got a voucher. Eberts signed the voucher for receiving the money for Bell. Eberts stayed here, and he managed the business down here.

Col. Jackson :—

Q. Do you know that Bell had an interest in any teaming ?

A. I do not.

Q. At what time do you think the price of teams hired by the day should have been reduced to \$6.50 per day ?

A. Well, it is very hard to tell that. We thought it should have been three weeks after they went out. Commander Wrigley wired to the General and the Transportation Officer recommending that such should be done.

Col. Forrest :—

Q. You think that teams could all have been procured at that price after that date ?

A. Yes ; we got hundreds of teams for that. Of course the teams were getting very scarce after that. In fact there were 100, we didn't know at the time, came from the other side of the line.

Q. Still the fact remains that you could get them for this price ?

A. Yes.

Col. Jackson :—

Q. Did you have a contract with Thomas Howard for anything ?

A. Yes.

Q. Who were his partners ?

A. Sinclair and Flanagan, and Armit and Kelly.

Q. Were there any other parties connected with any contract ?

A. I do not know of any.

Q. Can you state any of the irregularities connected with the transport and supply service ?

A. I cannot.

Col. Forrest :—

Q. When it was telegraphed about three weeks after the teams had been first sent out that the prices should be reduced, was Bell notified of this ?

A. It was the General and Transport Officer that Comr. Wrigley telegraphed to within 10 days of first shipment, and copies of telegrams were sent extra to the Minister. He said the better way would be to give these teams the preference, to make a new agreement at the new price at \$6.50 per day. He got no reply from either. We were just as anxious to get the prices down as anybody.

Q. The preference ought to be given at the same price ?

A. Yes, exactly.

Col. Jackson :—

Q. There were a number of teams hired at Qu'Appelle by Bell—were they hired on behalf of your Company ?

A. Major Bell was requested by Comr. Wrigley to hire some teams on proper authority and to send a list of the same to McDonald, Qu'Appelle.

Col. Whitehead :—

Q. Had Howard a contract direct himself ?

A. Yes.

- Q. Did you give a contract to one James Anderson for 100 teams?
 A. No.
 Q. Did Mr. Wrigley give him one?
 A. No, his name was never in any of our contracts.
 Q. Didn't he bring down an order from Comr. Wrigley's office to yours which you filled up to outsiders for 100 teams?
 A. No.

EXHIBIT "A" IN CONNECTION WITH MR. CLARKE'S EVIDENCE.
 HAY AT QU'APPELLE.

Receipt Date.	Quantity.	Paid by check in favor of	Endorsed by	Amount.		Vchr No.
Apr. 29	25 Tons.	Q. V. Fg. Co.	W. R. Bell, Genl. Mgr.	\$ 500.00		228
May 5	30 "	Do.	Do.	600.00		230
14	17 1/2 "	Do.	Do.	3,784.00		265
15	" "	Do.	Do.	440.00		272
9	40 "	Do.	Do.	800.00		289
	1 Car load.	Do.	Do.	281.25		318
	13 "	Do.	Do.	3,018.75		410
	50 Tons.	Do.	Do.	1,000.00		431
28	50 "	Do.	Do.	1,000.00		461
30	15 1/2 "	Do.	Do.	478.50		466
Apr. 23	47 "	Do.	H. J. Eberts, W. R. Bell.	964.00		736
May 13	22 Cars.	Do.	W. R. Bell, Gen'l. Mgr.		553.50	737
		{ W. R. Bell. Cash at "Q"	{ W. R. Bell, Gen'l. Mgr. Receipt sgd. W. R. Bell, Gen'l. Mgr.	4,080.35	2,526.85	
				16,946.85	1,000.00	

AT WINNIPEG.

June 6	236 Tons, 200 lbs.	W. R. Bell, per M. B. of C.	Credited acc. in M. B. of C.	5,902.50		170*
19	30 Tons.	M. B. of C. for Cd. of W. R. Bell.	Do.	750.00		191
				6,652.50		

REFUSED PAYMENT BY H. B. CO.

4 1/2 Tons.	Delivered at Touchwood.	45.00	202.50	} Accounts made to the Q. V. F. Co.
19 1/2 "	" " Do.	45.00	866.25	
25 1/2 "	" " Ft. Qu'Appelle.	20.00	515.00	
			1,583.75	

COPIES OF TELEGRAMS FROM MAJOR BELL, AND COMMISSIONER WRIGLEY'S
REPLIES THERETO.

QU'APPELLE, 9th April, 1885.

Mr. Wrigley,

The General telegraphs me to hire teams when required, and notify you. I have done so. As I have any quantity of teams applying, would it not be as well for me to hire all? Will do so with your authority.

W. R. BELL.

Reply.

WINNIPEG, 9th April, 1885.

W. R. Bell,
Qu'Appelle.

Thanks for offer, no further order for teams, better apply our Officer McDonald, to whom I wire.

WRIGLEY.

J. Wrigley,

QU'APPELLE, 13th April, 1885.

Have the one hundred teams ordered by McDonald been shipped yet? they must be at Swift Current not later than Wednesday. I am engaging fifty teams here to-day for immediate use, will require still another hundred at Swift Current. Quite a number of teams were rejected out of the eighty lot.

W. R. BELL.

Reply.

WINNIPEG, 13th April, 1885.

W. R. Bell,
Qu'Appelle.

One hundred and seventy-five teams to-night at 6.50. Company should hire all or confusion. Proper requisition necessary. If you have received authority to order, please let us have official notice.

WRIGLEY.

J. Wrigley,

QU'APPELLE, 17th April, 1885.

H. B. Co.

General Middleton wires me that he has ordered two hundred teams, it is absolutely necessary that we have them at once, in order to keep the advance supplied. I can assist you if authorised by you.

W. R. BELL.

Reply.

WINNIPEG, 18th April, 1885.

Major Bell,
Qu'Appelle.

General orders one hundred more teams for Troy, and another hundred for Swift Current, the first hundred leave to-morrow, the other hundred can leave the following day. If you can get the second hundred earlier do so. Wire immediately.

WRIGLEY.

QU'APPELLE, 18th April, 1885.

J. Wrigley.

H. B. Co.

I can get fifty of the second hundred here at once, balance to-morrow. Send first hundred to Swift Current. Reply.

W. R. BELL.

Reply.

WINNIPEG, 18th April, 1885.

Major Bell,

Qu'Appelle.

On terms last telegram authorize you to hire one hundred teams. Give McDonald names.

WRIGLEY.

WAR CLAIMS COMMISSION.

November 24, 1885.

SEDLEY BLANCHARD, of Bain, Blanchard & Mulock, sworn.

Col. Jackson :—

Q. We want information from you, Mr. Blanchard, as to the action taken by the Transport Service in cancelling the contracts between the H. B. Co. and the Contractors. You had experience with these contracts?

A. I was the Acting Solicitor for the H. B. Co., in connection with all their transport contracts for the Government, in connection with the Rebellion. A number of contracts had been made by them for the supply of teams, at a certain rate per day for a team. I received instructions from the Company, and also from Col. Whitehead, being the result of conferences between Col. Whitehead and Mr. Wrigley, to endeavor to have these contracts cancelled. They consisted of contracts with Thomas Howard, Armit & Kelly, Sinclair & Flannigan, Stewart & Earle. At this time the teams were in the field. My instructions were that the Government desired to have these contracts cancelled, so that they might introduce a different system of freighting, that is, a system by the hundred-weight, instead of paying teams so much per day. I examined the Company's contracts with these parties, and found that under the contracts they could only be cancelled by a return of the teams to the original place of shipment, or the place at which they have been hired by the Company, and I so advised the H. B. Co. Under the instructions from them, based upon my advice as Solicitor, I prepared contracts for cancellation between the Company and the parties I have mentioned. The contracts provided that if the owners of teams desired to re-engage either with the Government or any private individual, instead of going back to the place of shipment, that would be a return of the teams to the place of shipment, and that the Contractors would be allowed whatever profits they were making on these teams for a reasonable number of days, that would be consumed in the actual return of the teams in returning to the place of shipment.

Q. Were the teamsters guaranteed that they would get their fare back free?

A. Yes. It covered the transport. The contract I drew placed the Company's Contractors in that position that their contract stopped the day they signed that agreement, but in every other respect they were to be allowed as if they had returned. That was for the purpose of allowing them to re-engage. I prepared contracts filled in for the signatures of those whom I mentioned, and I took them personally to those of the Contractors who were here. I took them to Flannigan, Sinclair, to Kelly, of Armit & Kelly, to Stewart, of Stewart & Earle. I am not quite sure whether it was Stewart or Earl I took them to, my recollection is that it was Stewart. They all refused to sign, with the exception of one, Howard, who executed the contract or the agreement. It was about the day it was signed. The date on which I presented this was about the day that is mentioned in

the agreement with Captain Howard, which he executed. The contract of agreement signed by Capt. Howard is exactly the same draft as the agreement presented to the others. Capt. Howard executed the agreement, and I forwarded it to Col. Whitehead, and I then notified him in writing that the other parties had refused to sign, and in order to close their contracts, it would be necessary to send orders to the front to have all these teams returned to the place of shipment.

Q. Was any inducement held out to Capt. Howard to sign this contract?

A. I say, certainly not. I was acting all through for the H. B. Co., and was given to understand by Mr. Wrigley that I was acting for the Government as well, and was bound to look after the interests of the Government. I was acting to the best of my ability. I discussed the matter with Mr. Wrigley, from the Government standpoint, and he had informed me that the Company were, as I knew they were, practically the agents of the Government in the employment of these teams. I was acting from the beginning, when I say I was to look after the interests of the Government in this matter. I may say that the legal business, and the whole of the payments made by the H. B. Co. on these contracts have been made by my own orders to the employees of the Company, Mr. Wrigley having stated that these payments were not to be made without my orders.

Col. Forrest:—

Q. Where payments have been made covering the amount of money due the teamsters, have these a legal claim against the Company?

A. I think the middle-men have,—the contract shows this. The contract provides that these men are to supply teams. The contracts to which I refer were made by the H. B. Co. directly with the principal Contractors, and the contracts specify the rates at which the principal Contractors are to be paid. The H. B. Co. are bound to pay that amount, and it is quite immaterial whether these principal Contractors owned the teams themselves, or whether they gathered them together from the owners, and hired them from them, at a lesser money. But these contracts contain a clause by which the Company reserved to themselves the right to pay any owners of teams who may have been sub-contractors of the contractor at such price as the Contractors may have agreed to pay the sub-contractors. This was done with my knowledge and upon my advice, and upon the principle upon which a contract for a building is let, where the owner agrees to pay the contractor so much for the building, reserves the right to himself to pay the workmen. I have no doubt whatever of the liability of the Company to pay to the Contractors the full amount of the contract, and I have so advised them.

WAR CLAIMS COMMISSION.

November 25th, 1885.

THOMAS HOWARD, sworn.

Col. Jackson:—

Q. What is your name, residence and occupation?

A. Thomas Howard, I reside in Winnipeg, I am a forwarding and commission merchant.

Q. Had you a contract from the Government to transport freight from Saskatchewan Landing to Battleford, last spring?

A. I had.

Q. With whom had you the first negotiations with reference to this contract?

A. I made the contract with Major Bell. When I was at Ottawa, on or about the 25th of May, I received a telegram from my partner, stating that the contract I had with the H. B. Co. was cancelled. That was the contract I had for the furnishing of 75 teams made on or about the 11th of April. The first negotiations I had were with Col. Whitehead.

Q. Where did these negotiations take place?

A. Here.

Q. At what date ?

A. On or about my return from Ottawa, on the 1st day of June. I believe I returned on the 31st of May. As I have already said I had this contract with the H. B. Co., and I returned purposely to find what was meant by cancelling my contract. When I returned on the 31st, I was told by Mr. Blanchard that the Company found it necessary to cancel their contracts with those they had made contracts with in April for the furnishing of teams.

Q. State what took place at all interviews with Col. Whitehead in reference to this contract ?

A. The only interview with Col. Whitehead was that considering I had cancelled my contract, and knowing there was stuff to be moved from Saskatchewan Landing to the North, I applied to him for the contract ; and he told me he had nothing to do with it, that the matter was in Major Bell's hands. It was early on the morning of the first of June, to the best of my knowledge, the day I relieved the H. B. Co. from their contract with me, that I saw Col. Whitehead.

Q. That is, you released the contract on the 1st day of June ?

A. Yes, the 75 teams I had in my own name at \$7 per day.

Q. Did you not meet Col. Whitehead at the Manitoba Club in Winnipeg, and have interviews with him with reference to this contract ?

A. I certainly saw him there frequently. I don't know that I had any conversation with him regarding this contract particular.

Q. You think not ?

A. I think not.

Q. Were you not walking with Col. Whitehead behind the Manitoba Club late on the night of June 4th and negotiating with him in reference to this contract ?

A. No, I was not.

Q. You had teams then hired through you to the Government ?

A. I had 75 teams in my own name, and I was interested in a contract with two men, one named Thomas Kelly, the other named James Flanagan, for 100 teams in addition.

Q. At what date were these teams released ?

A. My own teams which I had power over I released on the morning of the first day of June. Mr. Blanchard put it in this light, he said the H. B. Co. had put themselves in a very awkward position indeed. It was solely on Mr. Wrigley's account I did this. They considered by my agreeing to do this they could get the consent of all the others to do the same thing. I therefore signed at once at my office, and, to the best of my knowledge and belief, it was on the 1st day of June I did this.

Q. Was it not a part of the agreement that the Government could discharge the teams and return them to Winnipeg at any time ?

A. Yes, they were not discharged until their return here.

Q. It was not necessary for the Government to give you a contract to discharge these teams to get rid of any obligation ?

A. Nothing of the kind. I did it solely on Mr. Blanchard's representation that hereby they could get the others to agree to the same thing.

Q. At what date did you arrive at Saskatchewan Landing to take charge of this contract ?

A. I arrived on either the 10th or the 11th, either the Thursday or the Friday in that week. I was there either on the 10th or the 11th. I left here on the morning of Monday the 8th.

Q. When you got there did you not find a number of teams there ready to do this work, already transported to that point by the Government at the cost of the Government ?

A. I found a number of teams there. I had the contract when I left here to move that freight.

Q. How were the teams got there ?

A. I can tell you. I undertook this contract simply because I had teams at my disposal. At the time I took this contract I had contracted with the Government to move from Medicine Hat via Swift Current one hundred tons of supplies for the North West Mounted Police. Considering that I had relinquished any claim I had in the

H. B. Co. I think I was perfectly justified in using every endeavor to get this contract for moving supplies to the North. And I therefore applied to Col. Whitehead for the contract to move these. He told me that the matter was entirely in Major Bell's hand, and I, on the night of the 1st, or the morning of the 2nd, wrote a private letter to Bell, offering to move the supplies at \$125 per ton. At that time, having released my teams, I knew that I would have at Saskatchewan Landing probably upwards of 75, and when I undertook to take this contract my intention was to make use of these teams I had already in the H. B. Co.'s contract when I arrived at Saskatchewan Landing. I may further say at that time I was supposing that the ferry was in working order on the South Saskatchewan Landing. When I arrived there I found that the day before, either the 9th or the 10th, the ferry had been carried away, and up to the time I left it hadn't been replaced. I found teams on the south bank of the river which I made use of moving the supplies to the north, but who sent them there I knew nothing of; I don't know how they got there.

Q. Do you know who hired these teams and sent them there?

A. I heard that Major Bell had sent them there.

Q. Have you any doubts about that?

A. I can't say; I could not tell you the exact number of teams that were there.

Q. Had Bell told you that he had sent them there?

A. No, I heard from gentlemen that were out there—Mr. McQueen and others.

Q. Whom did you find in charge of the teams there? Was it not one Jones from Major Bell's office at Qu'Appelle?

A. I found Mr. Jones.

Q. Who was Mr. Jones?

A. When I undertook the contract Bell informed me that until the contract had been awarded he sent Jones up there to look after the interests of the Government.

Q. How many tons of freight had been shipped by Jones?

A. Between 90 and 100 tons. Some of it was still on the south bank of the river when I got there; they had been loaded, but hadn't left, the ferry being down. Ten or twelve tons might have been still on the south bank.

Q. In whose names were the shipping bills made of this freight, was it not in Bell & Lewis's name; if not, in whose name was it shipped?

A. In Jones's name. No, it was not in Bell & Lewis's name. My understanding with Bell was that any freight shipped was to be included in my contract. The originals of these bills can be seen. They were in Jones's name.

Q. In your settlement with the Government did you get pay for what Jones had shipped?

A. In the settlement, yes; the accounts came when I was in the West.

Q. Did you not sublet some of your freighting under this contract?

A. No. A man named Timms freighted some to the same place as the others; he was not a sub-contractor. He had so many carts for which he was responsible. He is in the habit of freighting, and he had thirty or forty carts; he was a Government freighter, and I paid him at the same rate.

Q. You had no sub-contracts then?

A. None whatever.

Q. Produce your contract, if in writing.

(Original produced and compared with copy).

Q. Your contract was \$125 per ton, was it not? Government to feed men, pay ferriage, transportation of teams, and if the Government was to feed the teams you were to abate \$10 per ton?

A. I had to pay ferriage. I am at a law-suit with the ferry-man at the Landing, I had to pay him. My ferriage is not mentioned at all. I had to pay that myself, which I have done.

Q. The Government was to feed the men?

A. Yes, in this contract. \$10 per ton was to be deducted if I had the teams fed by the Government.

Q. Are you aware that the feeding of these teams cost more than \$10?

A. I don't see why that should be, as certainly fully 110 teams out of the number were ox-teams, and some of them carried 3500 pounds; that would be \$17.50.

Q. How many days would a trip take?

A. I don't think they average over 12 days for the round trip after they crossed the river.

Q. Would it not cost double this amount?

A. I should not think so. Ox-teams don't require that much, what they got was principally this chopped feed, and the grass in June was very good. The majority of them took over 3000 pounds and 110 were ox-teams.

Q. The teams that you hired at \$4.50 per day were bound to make the trip to Battleford and return in a certain number of days; if so, state the number of days?

A. I didn't hire any teams whatever by the day. I paid them 3½ cents per pound. I moved it by the pound and paid the teams' ferriage.

Q. While the ferry was broken and teams idle to whom was this fee charged?

A. I cannot tell. I certainly rendered valuable service to the Government in that case. To enable me to carry out my contract with the Mounted Police, I had procured from The North West Coal and Navigation Company one of their barges, by which I could have removed all the stuff from the south to the north bank of the river to go with my teams that were on the south bank, and move all the stuff to Battleford within very much less time than I did it. But, owing to the fact that a large outfit returning from the north (Lejeune's outfit returning from the north, numbering, I believe, between 150 and 175 teams) were prevented crossing from the north to the south bank unless this barge of mine was made use of, I relinquished my claim to the barge, and handed it over to the Transport Officer there. Had I not done so I consider the Government would have been put to an enormous expense. This prevented me from moving the supplies I undertook to move, in what may be considered reasonable time; but, under any circumstances, a large saving was made to the Government.

Q. Do you know the number of days it took for the round trip on your contract?

A. A number did it in eleven days from the time they got across the river, with crossing time about fourteen days.

Q. You are aware that John Stewart was given the same contract by Gen. Laurier and approved of by Col. Whitehead about 30th May?

A. No, it was never approved of by him. I never knew anything of it.

Q. Did you get your contract by tendering pursuant to an advertisement for tenders then in the papers?

A. No, I wrote to Bell on the morning of the 2nd. Whitehead told me I had to get it from Bell. The matter was entirely in Bell's hands; and at the time I made an offer to him in a private letter.

Q. Were you the only person interested in this contract, if not, who else were interested with you, and who got the benefit of the profits, if any?

A. I was the only person interested, and I have never paid \$1 to any one else.

Q. Were you not formerly from Montreal, and did you not know Col. Whitehead there before he came here?

A. Certainly, I have known him all my life.

Q. Have you any interest or connection with the Qu'Appelle Valley Farming Company, if so, state what it is?

A. I am a stock-holder and Vice-President of the Company.

Q. Is Major Bell interested, if so, state how and what his position is?

A. He is a stock-holder and Manager as well.

Q. You had no difficulty in getting your pay, had you?

A. Well, I was not here, I was West, looking after my other work. I think there was no difficulty.

Q. Who certified to your accounts and recommended payment?

A. Mr. Wright, my partner, got the accounts paid, and I have never seen them. I can't say who certified to them.

Q. Did Colonel Whitehead or any one else inform you that there was some difficulty at Ottawa in respect to your contract?

A. No.

- Q. How many teams had you freighting from Saskatchewan Landing?
- A. About 189; that is what I was willing to allow the ferryman ferriage of; he claims for more.
- Q. Were those the teams you had previously working by the day on the Qu'Appelle trail?
- A. Some of them were. A large portion of the 189 came down from Battleford.
- Q. How many do you think came from Qu'Appelle?
- A. I can't tell you. In this Lejeune outfit there was a lot of my teams which I intended to make use of, but I found teams on the south side of the river, and I took these instead of the Battleford teams.
- Q. Can't you tell us the number of the original teams?
- A. There were not a great many. I thought I would have nearly 600 tons of stuff to move. I employed many that I had to dismiss and pay for their time.
- Q. How were they taken to Swift Current; on what day did they leave Qu'Appelle?
- A. I found them there on the 10th or the 11th.
- Q. Were they drawing pay by the day until they commenced the tonnage system?
- A. Yes, until they were discharged on the 2nd of June, when they returned. When they came from the North they were discharged on the 2nd or 3rd of June. They were paid to the 2nd of June. The contract was to cease on the first day of June.
- Q. Give names of all persons who did receive, or who are to receive, a share of the profits, commission, bonus, gratuity, or otherwise?
- A. I know of no person; there is none. Of course I had two or three men employed whom I paid for their services.
- Q. Did you promise a consideration in any form to any person in order to secure the contract?
- A. I did not.
- Q. Were the teams on the north side of the Saskatchewan drawing pay by the day from the Government while freighting by the ton?
- A. They were, till I employed them. I employed a lot of these men on my own contract. I paid these men, and they were allowed to the time they would get to Swift Current.
- Q. Did the original contractors of teams by the day continue to draw their profits on the teams from the Government after the tonnage system was adopted? You think it is probable that these teams would have been drawing by the day and at the same time carrying freight by the ton for contractors?
- A. I never gave a man a load until I saw his discharge signed by Mr. Arkell. And in the case of this man Kelly, he wanted his teams loaded, and I would not load them until I saw his agreement signed by the H. B. Co. I did not employ one team except on my own contract of 75 teams, so there could be no difficulty whatever. I never loaded a man's team till he showed his discharge signed by Mr. Arkell. I didn't employ one of them more than those who were in my own contract. I knew well that Armit & Kelly didn't sign this lease, and I didn't employ one of the men who didn't show their discharge.
- Q. Who paid the teamsters that took the stores receipted for by James Rutherford and W. E. Jones, previous to your arrival to take charge of the contract?
- A. I paid every teamster and held the individual receipt of each teamster for this service.

WAR CLAIMS COMMISSION.

November 25, 1885.

D. H. McMILLAN, Merchant Miller, Winnipeg, sworn.

Colonel Jackson:—

Q. Were you at Qu'Appelle during the late Rebellion, and what position did you occupy?

A. Yes, I was at Qu'Appelle. I was second in command of the Ninety-first.

Q. What do you know about frozen wheat said to have been mixed with the oats, and by whom was it delivered?

- A. I know nothing about that.
- Q. Did you ever examine the oats there ?
- A. No, never. I saw oats fed to my horse ; there was more or less wheat mixed with these oats ; you frequently find this in the oats delivered in the city.
- Q. How much would the oats be depreciated in value for feed ?
- A. Well, if they do not injure the horses any they don't depreciate in value, the wheat is nearly as strong as the oats. It is considered dangerous to feed horses with wheat.
- Q. Do you think there was sufficient wheat mixed to do that ?
- A. No, I do not.
- Colonel Forrest :—
- Q. You don't know anything at all about a lot of frozen wheat delivered in Qu'Appelle on some of the contracts ?
- A. No, I don't know anything about that myself.

WAR CLAIMS COMMISSION.

November 25, 1885.

ALEXANDER McQUEEN, SWORN.

- Colonel Jackson :—
- Q. What is your occupation, and where do you reside ?
- A. I am Inspector of Fisheries ; I live in Winnipeg.
- Q. Were you employed in the Transport Service during the Rebellion ?
- A. No, I was Supply Officer at Saskatchewan Landing and the Elbow.
- Q. You were shipping clerk at Saskatchewan Landing when Jones and Captain Howard were forwarding freight ?
- A. Yes.
- Q. How many tons were shipped under Jones' management ?
- A. About 100 tons before Captain Howard arrived ; perhaps a little more.
- Q. In whose name were the shipping bills made out ?
- A. They were all made out in Captain Howard's name.
- Q. Were you there before Jones ?
- A. No, I was a day later than he was. I was sent up by Captain Swinford to Swift Current.
- Q. Were not a number of teams lying idle there at Government expense, both as to wages and feed, for want of instructions before Jones arrived ?
- A. I don't know. There were teams there, but I don't know whether they were at Government expense or not.
- Q. Did Mr. Jones explain to you why he was suspended ?
- A. No, he gave no explanation.
- Q. State everything you know in regard to shipping from this point ?
- A. When I got there, there was a lot of stuff on the bank of the river in the weather, and I tried my best to get it away as quickly as possible. The ferry about the second day gave way, and we had a lot of trouble in getting the stuff away. Much of it was taken across in small flat boats. In about 17 or 18 days work we got it across.
- Q. Can you give us the date you commenced up there ?
- A. I think it was about the 20th of May. I don't recollect exactly. I went first to the Elbow of the South Saskatchewan. I can't give the date I went to Saskatchewan Landing.
- Q. Was it the first or second of June ?
- A. It was between the first and the twenty-first of June, I can't say exactly.
- Q. Do you know of any teams being shipped to Qu'Appelle at that time from Swift Current ?
- A. I heard there were some, but I don't know the number.
- Q. Who gave the teams their time notes or cards at Swift Current when they returned from the north and were discharged ?
- A. I think it was Mr. White.

- Q. Was it possible for those teams that were hired by the day to also draw pay from the Government on the new system?
- A. I can't say that; it might have been.
- Q. Do you think those teams Howard was using could have been drawing pay in that way?
- A. There may have been some of them; we offered him some of them, and he didn't take the number offered.
- Q. Were the 100 tons moved forward by teams paid by the Government?
- A. I don't know whether they were or not. I think the teams Jones engaged were his own. I suppose, in fact, that he was doing the work for Howard; when he was doing it I didn't know it was for Howard.
- Q. Did you suppose Jones had a contract?
- A. Yes.
- Q. Did Jones tell you he had it?
- A. Yes, but he did not show me any authority for it, and I could not tell till I saw the authority.
- Q. What contractor received payment for removing those 100 tons?
- A. I don't know; I certified to the number of tons shipped. I suppose he and Howard.
- Q. Were the teams brought up from Qu'Appelle at Government expense for Jones or Howard's contract?
- A. I don't know. They were landed at Swift Current and driven into the Landing.
- Q. Do you know who composed the firm of Bell, Lewis & Co.?
- A. No, I do not.
- Q. Did you see any hay down there that had been shipped out. What was the quality of it?
- A. I didn't consider it was good quality of hay, but the horses were using it.
- Q. Was there an over-abundance of it?
- A. Yes, more than the horses required.
- Q. Was there any waste?
- A. There wasn't much waste.
- Q. How far did you go at this time or subsequently?
- A. In connection with the Supply office I didn't go any further.
- Q. Was there a large quantity of hay there?
- A. No, there wasn't a large quantity. There were a few tons at the Landing, none at all at the Elbow.
- Q. Who purchased hay at Qu'Appelle?
- A. I don't know at the time. I was there a couple of weeks, when I came back.
- Q. You were in the Supply office then?
- A. Yes, with Major Rickart.
- Q. Who received the hay at Troy?
- A. It was all over at that time. That was in July. After coming back from Swift Current, I was a couple of weeks at Troy.
- Q. Do you know anything about Stewart's contract from Saskatchewan Landing to Clarke's Crossing?
- A. I do not.
- Q. Do you know of any irregularities in connection with the Transport and Supply Departments?
- A. No; I saw everybody try to do the best, they could to try and rush the thing through.

WAR CLAIMS COMMISSION.

December 2nd, 1885.

W. E. JONES, sworn.

Colonel Jackson :—

Q. We have asked you to come here to give us some information in regard to the Transport Service. You reside at Qu'Appelle?

A. Yes, at Qu'Appelle Station.

Q. What position did you occupy during the Rebellion?

A. I was Chief Transport Clerk. I was appointed by Mr. Bedson, Chief Transport Officer, and served directly under him, and also under Transport Officer Bell, at the Base.

Q. Where were you stationed during the Rebellion?

A. Chiefly at Qu'Appelle Station. I have acted at Moosejaw, Swift Current, and Saskatchewan Landing.

Q. What did you go to Saskatchewan Landing for?

A. To forward goods there. Goods had been delayed and complaints had been made about it, and the Government was anxious to move it at once, and I was sent to start the thing and get the supplies moved as quickly as possible. There was a good deal of conflicting between General Laurie and Mr. White.

Q. How were the goods being shipped then?

A. By contract. Captain Howard was the contractor.

Q. What date?

A. I think I left about the 3rd of June.

Q. Then you would reach there when?

A. I would be there on the 4th.

Q. When you left Qu'Appelle was it an understanding that Howard was a contractor?

A. Well, no. No one knew who was the contractor. I was sent there to get that stuff moved. I was given *carte blanche*.

Q. How many teams did you take up there?

A. There were no teams went up when I did; I don't know how many were sent up there afterwards.

Q. Can't you give us some idea of the number?

A. There might have been fifty.

Q. Who were those teams sent to?

A. To me.

Q. Then those teams were to go on the tonnage system?

A. Yes.

Q. Then who would receive remuneration for them if they were sent to you?

A. That was not arranged yet.

Q. When you went there I understand it was to assume the responsibilities of the contract?

A. No, I could not assume the responsibilities, for I had no contract.

Q. What was the understanding with Major Bell?

A. That I would go there and start that stuff, and get things moving, as they were suffering loss through exposure.

Q. Was there any understanding that the contract should be so arranged that you would have a portion of the profits?

A. Well, it was this way: Bell said, "Jones you are deserving, and if I can do something for you I will, and if I can arrange anything for you I will do it." I felt that if I could get a contract I would be very glad, to resign my position and take it.

B. What portion was Bell to receive?

A. None; he simply said that I had worked hard and deserved something.

Q. How many days did you continue shipping goods?

A. I must have started to load up on the 6th, and I continued till Captain Howard came up and told me he had the contract.

Q. Well, then, what did you do with the quantities you had shipped?

A. I turned the stuff over to him, the vouchers and everything; in fact, I don't know how the stuff was shipped—it was simply a mistake of it being shipped in my name—I relinquished everything to him.

Q. What consideration did you receive for handing over those papers?

A. Well, none. I have been doing the work as a Transport Officer.

Q. Did you utilize any teams other than those sent from Qu'Appelle?

A. Yes, the teams had been lying there for a long time, and no decision could be arrived at. I met these teamsters and told them they would be paid \$3.50 a hundred pounds. They consulted among themselves a short time, and accepted it, started that night, part of them, to the Landing, and the balance followed next day, that would be the fifth.

Q. Then, if you made that arrangement as a Transport Officer, that would be the price the Government would have to pay?

A. I made this arrangement as I had *carte blanche* to do as I liked, but get this stuff moved. Now I had given no thought about a contract. Bell had told me that whatever I did would be recognized; that bargain was made, and Bell, as a Transport Officer, would have to see what these men were paid. I didn't know who the contractor was.

Colonel Jackson:—Produces shipping bills of this transaction and showing them to witness.

Q. When was this put in, this addition in red ink?

A. I could not say.

Colonel Forrest:—

Q. What date did you make the contract with these teamsters? Was it the first day you went up?

A. Yes, I think on the 4th; I met the men, and was acting under instructions not to waste one moment, but get the things started at once. I made a very good arrangement, indeed.

Colonel Jackson:—

Q. Is that all you know about this Saskatchewan Landing business?

A. It is not all I know, because I know everything. I remained there only a few days.

Q. Did you return to Qu'Appelle from there?

A. Yes, to Qu'Appelle Station. The stuff was being moved after a great difficulty; the ferry broke down, and an enormous amount of stuff was taken across the river. We made use of a barge which had been hauled up the river by teams.

Colonel Forrest:—

Q. Did Major Bell know on the 4th of June that you had made a contract with the teamsters for 3½ cents per ton?

A. I don't know whether he did or not. I don't think I telegraphed anything at all to him about it. It would be a very likely thing for me to do. I must have let him know shortly afterwards.

Q. About when?

A. I don't know when.

Q. He must have got information from somebody?

A. Perhaps any information he got was through Swinford, the Supply Officer.

Q. If Bell sent you there on a special object it would be natural for him to be informed of it?

A. Yes. Perhaps I did inform him, but I can't state that I sat down and wrote a telegram stating that I had made these arrangements, and dispatched it to him.

Col. Jackson:—

Q. Had you been at Moosejaw previously?

A. Yes.

Q. At what date?

A. It must have been a fortnight or three weeks after this, about in the middle of May, some time about that.

Q. Did any person go up with you?

A. Yes, Capt. Swinford sent the acting Supply Officer.

Q. Who took up the forms for the shipping bills?

A. I think McQueen did.

Q. Whose name were they shipped in at that time?

A. John Stewart's name.

Q. The whole of it ?

A. Yes. I am quite sure of it. As far as any shipments I made, I was acting under the orders of Bedson to ship 91 tons of stuff from there to the Elbow, so as to meet the steamer which was bringing up the wounded from the hospital at Moosejaw. The great difficulty was to get anything done between Gen. Laurie and his Transport Officer White. They did nothing, and when I went up there I was interfered with until I said that if they interfered with me the responsibility would fall upon them and I would report to Bedson. After a great difficulty, Laurie wanted to interfere and sent this steamer to some other place. I was sent up there with positive orders to pay no attention to Laurie or anyone else.

Q. Stewart was the contractor ?

A. Yes.

Q. Were not some of those bills filled in with red ink as "Bell, Lewis & Co., contractors" ?

A. I don't think so—in fact, I am positive; all I saw was shipped in Stewart's name, as contractor. I never saw Bell, Lewis, Yates & Co. until I saw them at Qu'Appelle Station.

Q. Do you know of an attempt to amalgamate the different contracts ?

A. No, I know nothing about that, directly or indirectly.

Q. Was there an effort made to supersede Stewart ?

A. Not that I know of.

Q. Did you judge so from the appearance of the work going on ?

A. No. Stewart, at the time I was there, was everything, and seemed to work it all right.

Q. What date was that ?

A. About the middle of May.

Q. Was it about the Queen's Birthday ?

A. I could not be sure. There was no celebration out there, we were too busy.

Q. There was some sort of celebration of the 24th at Moosejaw, was there not ?

A. Yes; I was there that day.

Q. Had you been there many days ?

A. No, only four or five days; Mr. McQueen went with those teams to transfer that stuff to the steamer, and get the receipts for the goods from the Officer on board.

Q. Do you know who composed the firm of Bell, Lewis & Co., freighters ?

A. No, I do not.

Q. Was Major Bell interested in the matter ?

A. I do not know.

Q. Would you infer so from the manner in which he engaged teams ?

A. No.

Q. Did you engage teams for them ?

A. No.

Q. Who engaged them ?

A. I don't know; I was not there at the time; I was at Saskatchewan Landing or Moose Jaw.

Q. You were there subsequently ?

A. I found Fox there on my return.

Q. Did not Fox go there after you returned ?

A. No, I found him there on my return.

Q. Then you did not engage any teams ?

A. No, I did not engage any teams for the Contractors at Qu'Appelle Station.

Q. Did you not engage some for Bell at the reduced rate of \$4.50 per day ?

A. No, I did not engage any for Bell.

Q. Do you know anything about the hay that was there ?

A. Yes, I used to receive it; up to a certain date we received it, and after that the Supply Officer received it; they received all stuff of every kind and the car load was just turned over and we shipped it.

Q. Who measured the hay there ?

- A. I did, and the clerks in the office.
- Q. Did you see any of the hay shipped by Bell, Lewis & Co., under their contract?
- A. Yes, all hay I saw was good hay.
- Q. What quality was it?
- A. I considered it good indeed.
- Q. Was there anything that might be called bad, rotten?
- A. Yes, it was refused.
- Q. What was done with it?
- A. The C. P. R. hold it for freight
- Q. But, independent of that?
- A. There might have been, yes, a car load arrived that was heated, and it was taken out immediately, and the hay got all right again, but not more than one car. It came from the east, some place near Wolseley. It was done up in very large bundles, weighing about 300 lbs. each.
- Q. Did you know that any of the hay shipped turned out bad?
- A. I know of no hay that was bad when it was shipped.
- Q. How were the rations and forage supplied Bell, Lewis & Co. distributed along the line?
- A. They were given their rations, forage and oats at the base, and they had to carry them for the trip.
- Q. You are positive of that?
- A. Yes, I remember the men having such a row about having to carry such an enormous quantity of rations.
- Q. What do you mean about the "trip"?
- A. The round trip, to Clarke's Crossing and back. I have forgotten the number of days it took. I was speaking about the Qu'Appelle contract. There were between each station and depots a certain number of teams; and the team that went from Qu'Appelle Station to Troy returned next day, and the bevy of teams went on to the next station, Howard, and returned, and then to Touchwood, and returned. There was a good deal of stuff at Touchwood, and a good deal at Swinford and the next station; and the teams were not withdrawn from there, but kept moving supplies from the base. There was nothing left on the trail at all, excepting at Fort Qu'Appelle, and some at Touchwood, under the direction of the officer commanding the 91st.
- Q. Is it not a fact that Bell, Lewis & Co.'s teams took oats at Qu'Appelle, and carried them to Fort Qu'Appelle, and then took sufficient at Fort Qu'Appelle for Touchwood?
- A. I know they never did such a thing. They took their oats from the commencement of the base, and carried them through. They dropped them at different points for their return.
- Q. Did you go over the trail?
- A. No.
- Q. Then you really have no personal knowledge of what was done out there?
- A. No, but the depot clerks worked under my direction, and I got a report of the movements of all stuff during the day, stuff that arrived and stuff that left. By the telegraph service we could keep track of all the movements of the teams. It was my business to look after the working of these depots, and there was a man specially appointed to see that the depots were cleared up.
- Q. What time was that?
- A. Just when the contracts were let to Bell, Lewis & Co.
- Q. Who was in charge of that special work?
- A. John Wood.
- Q. What time did he finish that?
- A. I don't know; he returned about the time the contract was let to Bell, Lewis & Co., and went to the Rocky Mountains. He was superintendent on the line. Afterwards he was employed by the Contractors, and went up with one of their convoys, so that he was no longer than the time I speak of. After cleaning up the trail, he was employed to go with a convoy of eighty or one hundred teams.
- Q. Was there not a lot of stuff to clear up after the campaign was over?

A. Yes, at Qu'Appelle, but that we turned over to the Supply Officer at once.

Q. What do you know about the moving of the 7th from Clarke's Crossing to Moosejaw?

A. I know nothing about that; I believe there were teams sent out for the purpose, but it did not come under me directly.

Col. Forrest:—

Q. When you went to Swift Current you went expecting to be a contractor?

A. Well, I did; in the first place, I was sent there, and Bell says to me, you have worked hard, and if I can get this contract for you, I will. The first thing I knew of it was, that Capt. Howard had it.

Col. Peebles:—

Q. When you went up there what position were you in?

A. I was Chief Transport Officer.

Q. How could you have a contract, then?

A. If I had a contract, I would have had to resign.

Col. Whitehead:—

Q. Had James Anderson any conversations with you about the irregularities of the Transport or the Supply Departments, if so, state what transpired?

A. I hadn't much to do with Anderson, except in one instance, when I was told by Crawford that Anderson was a dangerous man, he was hanging around, picking information out of the messengers and stable-men about the work. I met Anderson in Oesler's office, and I turned on him and told him that if he wanted any information in regard to the Transport office, he had better come to the office, I would not allow him to go round interviewing messengers and stable-men. He got into a rage about this, and I told him my mind. That is the only interview. He seems very unfortunate in having very few friends.

Q. Had you any conversation with Col. Forrest, in regard to this matter, the irregularities of the Transport and Supply Service?

A. No, I cannot say I had. I appealed to him in everything up there.

Q. While you were stationed there did you see any irregularities there?

A. No, I did not. To the best of my knowledge and belief, I never saw anyone work harder than those clerks, and everybody else, at Qu'Appelle Station.

December 3rd, 1885.

Wm. E. JONES' evidence continued.

Col. Jackson:—

We wish you to ask you a few more questions in regard to the Transport Service,—you understand you are still on your oath?

A. Yes.

Q. You stated yesterday that you were at Moosejaw on the Queen's Birthday?

A. Yes.

Q. How many days did you remain there afterwards?

A. I could not tell, I do not think more than four or five.

Q. Then where did you go?

A. I returned to Qu'Appelle.

Q. What date did you go to Swift Current?

A. About the 3rd of June.

Q. Was it as late as that?

A. Yes, I know it was the 3rd of the month of June I was there.

Q. When you got there?

A. No, when I started.

Q. What day of the week did you reach there?

A. I could not answer that.

Q. How long does it take to go to Qu'Appelle?

A. About twelve hours.

Q. What time had you made the arrangement about the freighting, with those teams?

A. Right afterwards, I went up and made the arrangements at once, at \$3.50, on the 4th. I commenced loading them the day after I made the bargain with them, and went out with them.

Q. Before you went, whom did you report to?

A. I reported to no one.

Q. That was something irregular?

A. No, not for me, in my position—I had the confidence of the Transport Officer.

Q. Was it understood what price you were to pay the teams, before you left Qu'Appelle?

A. No, it was left with me; the figures were spoken of, but I was told 3½ cents per lb.; it was understood that, if I could get teams at \$4.50 per day, or \$3.50 per cwt., I was to do the best I could, not to lose a day. This governed me in my actions.

Q. Then, as an officer of the Government, of the Militia Department, that price you made, ought not that to have been the price the Department should have paid for this service?

A. I would not be prepared to answer that.

Col. Peebles:—

Q. About the 6th would be the day you took the first load?

A. Yes, about the 6th.

Col. Jackson:—

Q. Had Rutherford shipped any before you went there?

A. No, I would not like to say anything about Rutherford's movements; I may state that there had been nothing shipped there for some time previous to my going there, although there were a number of teams doing nothing there.

Q. Then this shipment made by Rutherford about the 6th of June, would be the first shipment made?

A. Yes.

WAR CLAIMS COMMISSION.

December 3rd, 1885.

WM. BAIN SCARTH, SWORN.

Col. Jackson:—

We have asked you to come here to throw some light upon statements made about the Transport and Supply Departments.

Q. What is your occupation, Mr. Scarth?

A. I am Managing Director of the Canada North West Land Company.

Col. Whitehead:—

Q. Do you know James Anderson?

A. I do.

Q. Had you a conversation with James Anderson in reference to articles which appeared in the *Winnipeg Free Press*, if so, state what took place?

A. Yes I had such a conversation. I told Mr. Anderson that he was accused of having given the information to the *Winnipeg Free Press* upon which certain articles in it were based: he said it was not true, that he did not give any information to the *Free Press*, whatever.

Col. Forrest:—

Q. Do you know what date that was?

A. I cannot tell the exact date, it is probably three or four weeks ago.

Q. It is since the articles appeared in the paper?

A. Oh yes.

Col. Peebles:—

Q. Since the last article?

A. Yes.

Col. Jackson:—

Q. Do you know anything about the contracts for freighting?

A. No.

SUPPLEMENTARY REPORT OF THE WAR CLAIMS COMMISSION TO THEIR
REPORT DATED WINNIPEG DECEMBER 5TH, 1885.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

Two of the Commissioners having taken the evidence of John L. Lewis, under oath, at Ottawa, and submitted the same for the consideration of the third Commissioner, find the facts elicited are not sufficient to make any change in the original report. The evidence is therefore submitted to be attached to the previous papers.

OTTAWA, January 23, 1886.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

W. H. FORREST, Lt.-Col.,
Member.

A. PEEBLES, Lt. Col.,
Member.

EDMUND B. HOLT,
Secretary.

OTTAWA, Monday, 11th January, 1886.

DEPOSITION of John L. Lewis, Managing Director of Dominion Coal and Coke Co., residing at Lachine, Q., under oath:—

I am one of the firm of Bell, Lewis & Co., who had a contract with the Government for freighting from Qu'Appelle northwards; I also expected to have had the contract from Moosejaw.

Major W. R. Bell was the only partner with me in the contract, and it was through his explanations of the matter that I was induced to undertake the said contract.

For a short period a few teams were hired for the service at \$3.50 per day, but the average price paid was about \$4.50, which was price first paid.

Col. Whitehead and I were old friends in Montreal, and I should think that, all other things being equal, he would have no objections to my getting the contract.

Had the contract gone on as contemplated I should have considered Major Bell, entitled to half the profits.

There was no mention whatever of any share being given to Col. Whitehead.

I am not aware that Col. Whitehead was led to believe the contract was being given to Bell, Lewis, Yates & Walsh.

I claim all the profits of the contract personally, and I hold the money arising out of it.

I have not paid anything to Major W. R. Bell, nor is there any understanding that I will do so.

I gave Bell some cheques. All monies and cheques that I gave him were outside of this contract altogether, and were for purchase of stock from Northwood, and other matters not at all connected with the contract. A \$9,000 cheque given to Mr. Blanchard for Bell was returned to me, the transaction for which it was given not having been carried out.

I took a large amount of money East with me, but none of it was expended in Montreal.

When I went to Qu'Appelle, shortly after the contract was entered into, Bell stated that he found, owing to the position he occupied as Transport Officer, he could not be a contractor also, and said he must withdraw and wash his hands of the whole thing; that I could either continue alone, or give it up, just as I pleased.

I solemnly state that no portion of the profits arising out of this contract has been promised to any one whatsoever.

The whole details of receipts to, and payments in connection with this contract appear in a small account book, separate from the affairs of the firm of which I am

a member; and if there is any discrepancy, it is merely a mistake, and not with the intention of concealing anything.

JOHN L. LEWIS.

REPORT No. 87.

OTTAWA, 9th January, 1886.

WAR CLAIMS COMMISSION.

REPORT.

For consideration of the Honorable the MINISTER OF MILITIA AND DEFENCE.

W. C. Nos. 646 and 645, 141 and 6.—W. R. Bell, for travelling expenses, \$208.30; hay delivered at Touchwood and Fort Qu'Appelle, \$1583.75; hay account, 27th May, \$927.50; hire of ponies and carts, teams, &c., \$2850; in all, \$5569.55.

Major Bell, having accepted the position of Transport Officer at the base, viz., Qu'Appelle, exceeded his duty by entering into a contract for a quantity of hay with the Hudson's Bay Co., who were agents for the Government: it is therefore submitted that Major Bell be called to account for the difference between the cost price of the said hay and the price charged to the Government, viz.: \$7030. The Commission allowing the ample price of \$15 per ton for the hay.

With regard to the account for teaming, the Commission deduct \$2 per day from the 1st May for all teams supplied the Transport Service, taking off \$430, as Major Bell should have charged his teams at a price similar to that received by others. Total deduction, \$7460. The statement underneath gives details of Debits and Credits, and as the Debits exceed the Credits, Major Bell should be called upon to refund the difference, viz.. \$1890.45.

DEBITS.

To overcharge on 703 tons hay purchased by Major Bell whilst he was under pay as a Staff Officer, at prices not exceeding \$15 per ton and for which the Department have paid about \$25 per ton; overcharge, \$10 per ton.....	\$7,030.00
To overcharge on personal teams in May, 1885, vide Transport account paid by H. B. Co., \$8625.50; 215 days at \$2.....	430.00 \$7,460.00

CREDIT.

By travelling expenses.....	\$ 208.30
By hay delivered at Touchwood and Fort Qu'Appelle.....	1,583.75
By hay account, 27th May, unpaid.....	927.50
By hire of ponies, carts, team, &c.....	2,850.00 \$5,569.55

To Balance due by Major W. R. Bell..... \$1899.45

See Supplementary Report of 5th Feb., 1886.

W. H. JACKSON, Lt.-Col., D. A. G.,
Chairman.

E. A. WHITEHEAD, Lt.-Col.,
Member.

W. H. FORREST, Lt.-Col.,
Member.

EDMUND B. HOLT,
Secretary.