

116 575-1
Office of the

188933

Indian Commissioner

for Manitoba and the North West Territories

Winnipeg,

31 Aug. 1899



In your reply refer to
No. 29/42
and date of this letter and
address
Hon. David Laird,
Indian Commissioner,
Winnipeg, Man.

Sch

116,575

Sir,

Referring to my letter of the 3rd.ultimo,
enclosing inter alia an account in favour of Mr.
T.C. Johnstone, Barrister, Regina, for professional
services in connection with a claim made by Mr.
Bocz against the Principal of the Qu'Appelle Industrial
School for arrears of salary, I beg to state that
Mr. Johnstone informs me that he has not yet received
payment of his account.

Your obedient servant,

J.B. Cash

Secretary to the Indian Commissioner.

The Secretary

Dept. of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

IN YOUR REPLY REFER TO

ALSO THE DATE 136575

ADDRESS REPLY TO THE
SECRETARY DEPT OF INDIAN AFFAIRS
OTTAWA.



Memorandum

Ottawa, September 8th. 1899.

To the Secretary

Department of Indian Affairs.

Re account of Mr. J. C. Johnstone for defending
Rev. Father Hugonnard in the suit brought against
him by Rudolph Bocz. Plaintiff's action was dismissed
and the defendant's costs were taxed at \$150. 41.

Mr. Johnson was defendant's solicitor and Mr.
Lash states that Father Hugonnard was authorized to
employ him.

It seems to me that Bocz should pay the cost
but the question of the liability of the Department
to assume them should be submitted to the Law Clerk.

Martin Buser

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

14 Sept 1899

Doc. 1. - Hymnart

of Father Hymnart was authorized to complete
Council as the cost of the dept. and of Hymnart
as well as Council when in the dept. for payment.
There is no doubt of the dept. of the dept. I think it
would be well to ascertain that Council was
retained in accordance with authority to retain at
the expense of the dept.

M. Hymnart would look to his claim, whereas
F. Hymnart is the dept. for payment in the first
place. His claim would have a right to receive
from Roy, who has in his possession the
sums.

Reynold Hymnart

SCHOOLS
SEP 18 1899

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
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CANADA

70211

29--42

OTTAWA, 27th September, 1899

Sir,

Referring to your letter of the 31st ulto. in which you state that Mr Johnstone, who defended the Rev. Father Hugonnard in the suit brought against him by Rudolf Bocz, informs you that he has not yet received payment for his costs, I beg to say that before the Department can assume any liability for such costs, it will require an assurance from you that counsel was retained on the understanding that he was to be engaged at the expense of the Department. There is nothing on file to show that this is the case; your letter of the 3rd July last merely mentions in connection with Mr Johnstone's bill that Rev. Father Hugonnard was authorized to avail himself of his services. The Department does not acknowledge its liability to pay the claim of Bocz, even if he had been successful in establishing it, and it does not feel disposed to assume the cost of defence, unless it is actually bound to do so by the terms upon which counsel was employed.

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

The Indian Commissioner,
Winnipeg, Man.

J.D. MOLEAN

Secretary

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

T.C. JOHNSTONE,
*Barrister, Advocate,
Notary &c.*

Crown Prosecutor.

Regina, N.W.T. Sept. 25th, 1899 189

Reginald Rimmer Esq

Dept. Indian Affairs

Ottawa.

My Dear Rimmer:-

Boez vs Hugonnard.

On the 28th. June last past I rendered my account in this suit for services performed for Father Hugonnard at the request of the Indian Commissioner the amount of the account being \$150.40 a great part of this being money disbursed.

I wrote Mr. Lash and he informs me he advised the Department on the 31st. August the account had not been paid.

I would be glad if you would kindly inquire into the matter and ascertain the cause of delay and oblige.

Yours &c.

Dic't

T.C. Johnstone
T.C.P.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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*To the
Hon. Secy
of the
Dept. of
Ind. Affs.
Ottawa*

Ottawa, 4th October, 1899.

Dear Johnstone:-

S. H. P.

Boez v. Hugonnard.

The question of your account is not now before me officially. The Department, I understand, is now in communication with the Commissioner on the subject of your retainer. I have drawn attention to your letter; and I expect that you will shortly hear from the Department or the Commissioner.

Yours truly,

T. C. Johnstone, Esq.,

Barrister at Law,

Regina, N. W. T.

[Signature]
SCHOOLS.
OCT 5 1899

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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www.collectionscanada.gc.ca

116575
Office of the

194248

Indian Commissioner

for Manitoba and the North-West Territories,

Winnipeg, 27 Jan 1900.



In your reply refer to
No. 29/42
and date of this letter and
address
Hon. David Laird,
Indian Commissioner,
Winnipeg, Man.

118575.

Sir,

In further reference to the case of Bocz -vs- Hugonnard, I have the honour to forward a bill of costs incurred in withdrawing from the Court offices at Regina the books, vouchers, etc. filed as exhibits during the hearing of the case, these being needed at the Qu'Appelle Industrial School; also costs of issuing writs of execution against the Goods and Lands of Bocz, who is said to have established a manufacture of Felt Boots at Regina; the whole amount to \$19.20, and I beg to recommend the payment of same.

The execution is for the amount of \$150.41, being the costs of the defence already paid by the Department and it is hoped that the Department will be recouped of this amount.

Your obedient servant,

D. Laird
Indian Commissioner.



*Winnipeg
Sent 27/1/00
D. Laird*
The Secretary

Dept. of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 6327, file 66C-1, part 1)

PUBLIC ARCHIVES
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CANADA

116575

116575

Ottawa 3rd February, 1900.

Sir,

I have the honour to enclose herewith, for taxation, an account amounting to \$19.20 in favour of Mr T.O. Johnston, Gael Legal Agent, Regina, for professional services rendered in connection with Boes versus Huggonard.

J.M.L.
JCS

Your obedient servant.

Secretary.

The Deputy Minister of Justice,
Ottawa.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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Department of Indian Affairs

In account with

T. C. Johnstone



QUAPPELL
INDUSTRIAL SCHOOL

233

Court Legal Agent.

Boez vs Hugonnard.

*Regina
Assa.*

1899

July 27th.	Instructions to obtain Indust'l	\$2.00
	Books and other exhibits filed on the trial.	
	Org. consent	.20
	Attg. Plff's advs. for	.50
	Attg. Chrs. for Order	1.00
	Dr. same	.40
	Fees on	1.00
	Paid Clerk	\$1.10
	Attg. for Exhibits	.50
	Attg. to express same	.50
	Fees issuing Ti fa Goods and Lands for costs of defence and Attg. Shff. with	6.30
	Paid Clerk	4.20
	Paid Sheriff	1.00
		<hr/> \$12.90
		<hr/> 12.90
		<hr/> \$19.20

January 25th. 1900.

Taxed at \$19.20

Dixie Watson

Clerk Supreme Court. N. W. T.

Judicial District of Western

Assiniboia.

APPROVED

D. Smith

COMMISSIONER

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

1248

494248

Office of the Indian Commissioner,

Winnipeg, JAN 27 1900 486

Classification No. 19

QUAPPELLE Agency
INDUSTRIAL SCHOOL

SIR:-

I have the honour to enclose herewith Voucher

No. 233, amounting to \$19.20

for legal services.

I have the honour to be,

Sir,

Your obedient servant,

Chambers

Indian Commissioner.

The Secretary,

Department of Indian Affairs.

Ottawa.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
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CANADA

Copy 5 Judgment

196051

Bocz vs Hugomard.

By the statement of claim the plaintiff alleges that he is a manufacturer and worker in felt and the defendant is the principal of the industrial school at Lebreton.

That on 2nd Oct 1896 the defendant entered into an agreement in writing with plaintiff by which defendant agreed to employ plaintiff from that date until the 31st December 1898 to manufacture felt and oversee other workmen at the said industrial school for the consideration of \$35. per month and board and lodgings and if at the end of the first year there was a clear profit over all expenses and work connected with the felt factory a further sum of \$10. per month.

That under this agreement plaintiff entered upon his said employment and continued therein

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

year there was a clear profit of \$240, which entitles the plaintiff to the extra \$18 per month.

That although the plaintiff was willing to continue on with his said employment, defendant has refused to keep him on.

Plaintiff further claims \$45 for his services in fixing the felt plant in the factory.

The plaintiff then claims damages for wrongful dismissal.

On the record the defendant denies entering into the alleged or any agreement with the plaintiff for his services. That plaintiff performed no services for the defendant. That he is not indebted to plaintiff \$45 for fixing up the felt plant. That at the end of the year there was no clear profit. That plaintiff has not always been ready and willing to continue the services he agreed to do.

That instead of being discharged plaintiff left his employment of his own accord and if held that defendant did employ plaintiff that

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

3 he received a bonus of three months salary and after leaving defendant's employ plaintiff engaged in other services.

The main question to be determined by me and upon which the plaintiff's right of action depends is, whether plaintiff's employment was by defendant in his private capacity or as the agent or representative of the Government of Canada.

From the evidence on this head the following facts appear. I Plaintiff knew that the Indian Industrial School over which the defendant was principal was a government institution.

II Knowing such, plaintiff called upon defendant at the school about May 1896 and after explaining his own capabilities suggested that a felt factory should be started at the school. To this defendant stated that he was willing, but would have to be guided by the Indian Department, and to further the proposal defendant wrote to the Indian Commissioner at Regina giving this letter to plaintiff who states he duly delivered it in person to that official who after discussing the subject with plaintiff told him, he, the Commissioner would have to correspond

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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~~That~~ two weeks later plaintiff again waited on the Commissioners office on the second occasion meeting Mr. Rees the Deputy Superintendent of Indian Affairs who has come up from Ottawa. This interview happened 17 June 1896. Resulting in an official letter being written by Mr. Rees direction to defendant which letter plaintiff either carried or delivered or it may have gone by post. By this letter defendant was informed that plaintiff has been instructed by the Deputy Superintendent of Indian Affairs to report to defendant for duty. His salary is to be \$45. per month with board and lodging and will be payable from your grant and the proceeds of the manufacture.

III Plaintiff appears then to have gone to work about 17th September 96 and was engaged in fixing up the plant and it was in order for work by the 30 September '96 and the defendant then started the manufacture of felt. On Oct 2 1896 a writing was prepared and signed. This is sworn to as that upon which it is claimed by plaintiff defendant is liable in this suit and the one referred to in paragraph 2 of

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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Indian Industrial School

In appelle 2nd Oct. 1876.

"I, undersigned, Rudolph Boez, hereby agree to manufacture Felt and to oversee other working at it in this school from date up till 31 December 1898 for the consideration of \$35 a month and board and lodging.

Rev. Father Hugonnard agrees to add another \$10 a month if ~~the~~ at the end of the first year there is a clear profit of \$240. over all expenses and work connected with the Felt manufacturing.

I agree to work 10 hours a day and to take in the felt-making the same interest as if it were my private business.

Mr. Boez will ^{give or} receive 3 months notice before to leave after 2 years.

Ed. J. Hugonnard

Ed Rudolph Boez.

From the date of this agreement the felt-manufacturing proceeded under plaintiff's labor until 26 November 1877. when the establishment was totally destroyed by fire and thus was plaintiff thrown out of employment.

During the working of the factory, plaintiff's wages ^{\$35 monthly} were regularly paid him by defendant out of moneys placed to his credit by the Government and out of the parliamentary grant for carrying on the Industrial School.

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6 private bank payable to plaintiffs order and indorsed by him. They are signed J. Hugonnard and under his signature appears stamped "Industrial School ^{La Plénière}". A further agreement was adduced at the hearing Ex "B" as follows:

14 May 1897. I, undersigned, agree to allow Mr. Boez above his salary the rent of the house from May 17, 1897 and one month he put in to prepare plant provided that after all expenses paid there is sufficient sum of money profit of the felt industry to make for the school the same amount as the rent and month work will come to. Rs. Rudolph Boez. Rs. J. Hugonnard.

Now the following facts are plain and clear:

- I That the plaintiff knew from the commencement ~~that~~ of negotiations ~~that~~ with the defendant that the latter was the officer in charge of the Industrial School, a Government Institution.
- II That he arranged for services in that institution with the Deputy Superintendent and Indian Commissioner, defendant's superior officer, and under this in September 1896 became a civil servant of the Crown.
- III That receiving a cheque for wages as he did he knew he was ~~not~~ ^{an} employee of the Crown.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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7 grants made to plaintiff for running the institution, i.e. the public purse

14 Plaintiff admitted that after the fire he personally applied to the Indian Commissioner for further employment.

15 That on the face of Ex "A" there is no express undertaking or promise by defendant personally to pay the plaintiff the wages named in the consideration, i.e. the services were to be performed for the Government and which in ordinary cases of contract between individuals there would be an implied promise to pay for services undertaken when as in this case it is plainly apparent from the contract Ex "A" itself, defendant was contracting, not as a principal but as an agent notwithstanding he signed the document in his own name without the qualification inasmuch as evidence ~~for~~ ⁱⁿ what capacity and for what purpose defendant did sign it, is receivable on the ground that it does not contradict the document itself.

It was thus proper for me to at the hearing to receive and now give effect to the intention of the parties in signing Ex "A" which I find was to evidence a contract between plaintiff and defendant as an agent of the Dominion Government. His evidence was receivable also because what defendant did was proved to have been done by a defendant.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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8 contracts for service with public servants being on a different footing from the liability of an ordinary agent on his contract in the absence of special material in evidence of an intention by defendant to be personally liable.

I refer to 2 Smith leading cases 388
in appeal Young vs Schuler 11 Q.B.D. 654

~~At~~ Wake vs Farrup L.R. 202

Dun vs McDonald 1896 Q.B. 401

in appeal Duma vs McDonald 1897 L.J.B. 582

and cases there cited.

I find I have omitted noticing the fact established that the house referred to in Ex "B" was situate on the industrial school premises, the property of the Dominion Government and under defendant's control as a public officer.

as Hugh Richardson
J. S. C

22/6/99

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

R.R.

116 575.1

Telegram.

196052



Department of Indian Affairs,

Ottawa, 21st March, 1900.

*Immediate
file
22/3/11*

Hon. David Laird,

Indian Commissioner,

Winnipeg, Man.

Proceedings for recovery of costs in
the matter of Boez vs. Hugonard are to be
stayed until further advice by direction of acting
Minister.

J.A.J. McKenna

Charge Indian Affairs.

*Mrs. Lean: Please write Comr
this telegram.
J.A.J. McKenna
Embodiment
Return file*

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

116576-

Hxd

OTTAWA, 22nd March, 1900

Sir,

I am directed to confirm the following telegram which was sent you yesterday:-

"Department of Indian Affairs,

"OTTAWA, 21st March, 1900

"Hon. David Laird,

"Indian Commissioner,

"Winnipeg, Man.

"Proceedings for recovery of costs in the matter
"of Boez vs. Hugonard are to be stayed until further
"advice by direction of Acting Minister."

"J. A. J. McKenna.

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

J. D. MCLEAN

Secretary

The Indian Commissioner,
Winnipeg, Man.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Bocz & Co.

Manufacturers of

Felt and Felt Goods, Boots & Shoes, Harness
Felts, Robes and Blankets.

Regina, N.W.T.

in Winnipeg about my money
he said he will do his best and see
that I get my money a few days
after I got a letter from the Ind Com^r
stating that the Rev. Father Hugonard
is responsible and to ask my
money from him I did so and
not one cent of money was offered
me. I commenced action against
the Rev. Father Hugonard in the
Supreme Court of the North West Territory
on the 7th day of October 1898 the case
was tried before the honorable Mr.
Justice Richardson and he gave
judgment against me holding that
Father Hugonard was not personally
liable that the contract if any
was not binding on the Department
I now write to ask if you will be
good enough and lend my ~~claim~~
claim settled.

Mr. Scott I understand has written
you in regard of this claim he has
also sent a full statement of the account
the amt of same is \$1444⁹⁰/₁₀₀
Trusting to receive a favorable reply I remain
yours very truly R. Bocz

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
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CANADA

116575
Bocz & Co.

Manufacturers of

Felt and Felt Goods, Boots & Shoes, Harness
Felts, Robes and Blankets.

196258



Sch
Regina, N.W.T. March 23-1900

The
Minister of the Interior
Ottawa

SCHOOLS
APR 12 1900

Sir
As you know I was employed
as Felt-maker at the Indian Industrial
School at Lebel.

A letter was sent to the principal
asking him to enter into a two year
agreement with me the above was agreed
upon and necessary papers were
drawn up and signed.

And the agreement was from the
1st day of December 1896 until the
1st day of December 1898 and it

was also agreed upon after the
expiration of our agreement three
months notice will have to be given
me if my service no longer required.

In July 1899 I was offered a good
position as felt-maker at \$90.00 per
month at the Felt Factory at Brandon.

I have asked the Rev. principal in
writing to let me out of my agreement.
The Rev. principal said he will have to
give

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
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CANADA

Bocz & Co.

196258

Manufacturers of

Felt and Felt Goods, Boots & Shoes, Harness

Felts, Ropes and Blankets.

Regina, N.W.T.

find out from the Department if they will agree upon the Res principal dit- so and a letter from the Indian Commissioner was send to the Res^t principal informing him to look me to my agreement as the Indian Department fully intends to carry on the Felt Factory.

I dit- so and on the 26th day of November 1897 the Factory was destroyed by fire.

I was treated like a dog after I could not get one cent - more pay even the month of November was not paid to me.

I wrote several letters to the Indian Commissioner to Winnipeg asking him for work and pay I could not get any reply the Res^t principal told me that a letter was send from the Indian Department to him asking him to have me discharged as the Felt Factory will not be rebuilt I could not get any reply from the Indian Commissioner.

I went to see the Indian Commissioner

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

R.E.



197120

197120

Immediate

Ottawa, 9th April, 1900.

SCHOOLS.
APR 12 1900

Memo: the Secretary,

The copy of Mr. Justice Richardson's judgment in the matter of Bocz vs. Hugonard which is now on this file was submitted to the Department with an informal request that the matter should be gone into in the light of that judgment, and the question decided as to whether under all the circumstances Bocz had not an equitable claim against the Department for a portion of his claim. It was pointed out that Father Hugonard before employing Bocz to start the felt industry submitted the matter to the Department; that the then Indian Commissioner communicated with the then ^{Deputy} Superintendent General; and that the felt industry was started and Bocz was employed with the authority of the then Deputy Superintendent General. It was urged that this intervention

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intervention of the Department justified Bocz in believing Father Hugonard was acting as Agent of the Department, and that the Department would be responsible for the carrying out of the terms of the agreement. Judge Richardson's judgment is in favour of that view for he dismissed the action on the ground that Father Hugonard had not incurred a personal liability, but was acting as the Agent of the Crown in the agreement which he made with Bocz.

After going carefully into the matter I would suggest that ^{as} the principal papers in the matter appear to be of record in the Indian Commissioners office that a copy of the judgment be sent to him with the substance of this memorandum, and that he be asked to go carefully into the matter in the light of that judgment, and advise the Department whether he considers Bocz has an equitable claim, and, if so, to what amount.

It seems to me that as Bocz purposes seeking redress by petitioning right, the Dept should go fully into his claim before leaving him to that last resort.
J. D. McLennan

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

Department of Indian Affairs,

OTTAWA, 12th April, 1900

The Secretary:-

Re claim of R. Bocz for arrears of wages as instructor at Qu'Appelle Industrial school.

In connection with the draft letter hereunder to the Indian Commissioner I would suggest that that officer be also furnished with a copy of Mr Bocz' letter of the 23rd ultimo addressed to the Superintendent General, in which he claims that the sum of \$1444.90 is due him.

Mr Bocz' claim is of abnormal growth, for in his original claim, copy of which is submitted with Mr Lash's letter of the 3rd July '99, he fixes the balance due him at \$343.00.

Very little of the correspondence referred to is on file in the Department but the records of the Commissioner's Office should furnish what is lacking.

Charles D. Brown

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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CANADA

OTTAWA, 12th April, 1900

Sir,

In further reference to the claim of Mr R. Boez for arrears of wages as instructor at the Qu'Appelle Industrial school, I beg to enclose herewith a copy of the judgment of His Honor, Judge Richardson of Regina, who dismissed the action brought by Boez against the Principal of the school on the ground that the Principal was not personally liable under the contract, as he was acting as the Agent of the Dominion Government, and I have to request that you will go carefully into this matter in the light of that judgment and advise the Department whether you consider Boez has an equitable claim, and if so to what amount.

A copy of a letter from Mr Boez is also enclosed.

I have the honor to be, Sir,

Your obedient servant,

J. D. MOLEAN

Secretary

The Indian Commissioner,
Winnipeg,
Man.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

PUBLIC ARCHIVES
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CANADA

116575

1130

OTTAWA, 14th April, 1900

Sir,

I have to acknowledge the receipt of your letter of the 23rd ultimo in reference to your claim for arrears of wages as instructor at the Qu'Appelle Industrial school; and in reply I beg to say that enquiry is being made in this matter and **you** will be communicated with later on.

Your obedient servant,

J. D. MOLEAN

Secretary



Mr Rudolph Boez.

Regina,

N.W.T.

Indian Affairs. (RG 10, Volume 6327, file 660-1, part 1)

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ARCHIVES PUBLIQUES
CANADA

Office of the

197164



Indian Commissioner

for Manitoba and the North-West Territories,

Winnipeg, 20 Apl. 1900. 1

In your reply refer to
No. 29/42
and date of this letter and
address
Hon. David Laird,
Indian Commissioner,
Winnipeg, Man.

II6575

Sir,

I beg to acknowledge receipt of your letter of the 12th. instant respecting the claim of Mr. R. Bocz for arrears of wages as instructor at Qu'Appelle Industrial School, covering a copy of His Honour Judge Richardson's judgment in regard to said claim as brought in action against the Principal of the School, and asking me to advise the Department in the light of that judgment, whether I consider Mr. Bocz has an equitable claim, and if so to what amount.

I have carefully read Mr. Justice Richardson's judgment and the correspondence in this office bearing upon Mr. Bocz's claim, and must say it is very complicated. But as the transactions, respecting which the alleged arrears of wages are said to be due, took place before I became Indian Commissioner, I feel free to give an opinion on the equity of the claim. Being a layman, of course, I cannot be expected to discuss its legality.

There are two aspects in which the claim may be viewed, namely, the Department's direct instructions, and the agreements entered into by the Principal of the Qu'Appelle Industrial School, acting, according to Judge Richardson, as the Agent of the Dominion Government. The papers on file here, however, do not clearly show that these agreements were authorized

either

The Secretary

Dept. of Indian Affairs,
Ottawa.

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CANADA