Winnipeg, Manitoba Oct. 15, 1877

Received: Department of Interior, Ottawa 24 OCT 77

"Sir; — I have the honor to submit, for your further consideration, the following complaints received from different parties, concerning Mr. Provencher's transacting, in regard to Indian affairs." "Mr. Bell, Book-keeper of Mr. L. H. Ashdown, says, that tenders for supplies to the Indians were called for in 1876 by Mr. Graham acting for Mr. Provencher; that Mr. Ashdown sent samples of goods, stating prices to the office of the Indian Agency; that in several instances, more particularly, in breaking cross plows, harrows and ammunition, Mr. Ashdown's tender was lower, than McMicken's and Taylor's, the one accepted; that Mr. Ashdown supplied to McMicken & Taylor, the very plows they delivered to the department, minus the rolling coulters and gauge wheels, which the freighters informed him, were taken off, and other inferior ones put on in their place, thus reducing the value of each plow \$3.50; that Mr. Ashdown's tender for powder per keg was \$6.65 which he afterwards supplied for \$7.20 to Thorton & Sutherland, the parties whose tender was accepted at \$7.87 per keg; that his tender for harrows was \$1.25 less than that accepted from McMicken & Taylor; that cross-plows were tendered for by Mr. Ashdown for \$3.00 each less than those accepted from McMicken & Taylor;

Hon. David Mills M.P. Minister of the Interior Ottawa, Ont.

that, it is said, that the cattle furnished the Indians, at the North West Angle, were refused by them, on account of their inferior quality, and that those delivered were not the same as were purchased for them, but others which were exchanged for them (see Mr. Ashdown's letter of the 6th February 1877 to the department); that after receiving checks for supplies from Mr. Provencher, McMicken & Taylor were in the habit of returning their own checks to Mr. Provencher for certain amounts and that Mr. Jno. McDonald, Book-keeper of said firm is his authority for this statement; that when Mr. Provencher found out, that Mr. Ashdown had been dissatisfied with the treatment he received from him, that he offered 15 cts. more on certain articles than his tender, that he would not accept any." "Mr. W. H. Ross, Barrister, states that Mr. Jno. McDonald, Bookkeeper of McMicken & Taylor told him that the accounts between McMicken & Taylor were cooked or falsified, so that the accounts sent to the department at Ottawa were very much greater in amount than those actually paid to them, and that not only so but entirely bogus accounts were made out and receipted by Provencher and forwarded to the Department, in order to balance accounts, as McMicken & Taylor's books will testify. Since giving...

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the above statement, Mr. Ross interviewed Mr. McDonald and asked him about Mr. Provencher's transactions with McMicken & Taylor and was assured by Mr. McDonald that his previous statement was not only true, but that if an investigation is instituted there will be astounding disclosures made in reference to other transactions, for Mr. Provencher advanced \$4,000 on \$5,000 of Indian department funds to McMicken & Taylor, and a bogus or fraudulent account of supplies was made out by them for him, to be sent to the department in order to show accounts balanced." "The Hon. Thos. Howard says; that last winter Francis Ross, an Indian belonging to the St. Peter's Band, called upon him to interest himself with Mr. Provencher in his behalf for the purpose of obtaining for him his annuities which had been unpaid for 2 or 3 years, although frequently asked for, but could get no satisfaction from Provencher, that he accompanied the same Indian to see yourself during your stay in Winnipeg, and that before this Indian obtained an interview with you that Mr. Provencher called him to one side, and told him to go to the office at 2 o'clock and that he would receive his pay." "Francis Ross, the Indian above alluded to, says; that he came in for his annuities three years overdue, and that Mr. Provencher paid him but one year's annuity, telling him to come in last winter and that he would pay him another years, and this year that he would receive...

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his full pay to date, but although waited on for several days at a time, last winter he couldn't get any money from him until so much time as before stated and paid him \$5.00, seven dollars being still unpaid." "Mr. Nixon says; that Mr. Denholm told him that Mr. Provencher did not pay him for more than a year after the delivery of goods supplied to the Indian Department, and that in consequence of which he was push[?] to a very great inconvenience and loss; that Mr. Sinclair informed Denholm, when he was up here, that every account which had been forwarded to the department was promptly paid, although at that time over 1000 dollars were due Denholm for a considerable time, but that Mr. Provencher when spoken to about it, justified himself by saying that he forwarded said account to Ottawa and that the delay was there." "Mr. Ashdown says; that in reference to the taking off the rolling coulters and gauge-wheels referred to in Mr. Bell's statement he doesn't know this of his own personal knowledge, but was informed by Mr. Lecourt, son of L. P. Lecourt, Government Architect, the person who freighted said plows out to the different agencies in the province that such was the case; that the amounts charged for freighting are unaccountable, for at the outside figure of \$2.00 per day is all that was paid to any one; and that Messr. Lecourt will give information...

information in reference to Mr. Provencher's supplying old whippletrees, miserable harrows, inferior cattle and other transactions of a kindred nature. Mr. A. is informed the exchanged cattle were resold to the Keewatin Board of Health." "Mr. L. P. Lecourt. says; that he assisted his son in receiving from McMicken & Taylor old-worn-out whippletrees and loading them on the carts; and that one of the harrows fell in pieces when they were raising it up into the cart; that his son drove the cattle referred to; to the Portage and North West Angle. The yoke of oxen sent to the latter place was refused because the cattle were old and toothless and couldn't cut hay, and that they were brought back to Winnipeg and shortly afterwards died from old age; that the other cattle supplied were not the same as purchased from Demers for Mr. Le Court's son was told to go from house to house for them all over Points du Chien and vicinity; that they were but little miserable runts hardly worth keeping. Marsden who drove some of them says that he would not give \$5.00 each for them. Mr. Lecourt says positively that they were not worth \$20.00 each, for that he had every opportunity of judging those cattle because they were first driven into Winnipeg from Points du Chien where they had been procured before distributing them to their destinations and that they were placed in a shed attached to his office, before they were distributed to the North West Angle, Portage la Prairie, and the Rosseau; that he is positive...

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...they were not those purchased from Demers and that half a dozen of them were not worth one of his; that the sub-agents were very angry at the wretched business and that they are the proper parties to see in reference to the transaction. Mr. Le Court further states that all these cattle were purchased from Mr. Radiger, through Mr. Berridge his clerk who obtained them from Miss.[?]; that there was a regular ring and that affairs are pretty well covered up; that the general plum[?] of payments by Mr. Provencher was by order on certain stores; that his son (Lecourt) was to receive \$2.00 a day for trip to the North West Angle, which amounted to \$30.00 in all; that he has only received \$10.00 of it yet, and would like to see Mr. Provencher's account to the department in regard to it; that Mr. Demers had an account of \$4,000 against the Hon. Joseph Royal for cattle and that he (Demers) placed it, for collection in the hands of Bain & Blanchard Barristers, but was subsequently settled by the payment of \$2,500; that Mr. Provencher told him privately that he could not give employment to Mr. LeCourt, for that he, Mr. Provencher, had a share in the freighting with Mr. Guay.

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"Mr. Bannatyne M.P. says; that Mr. Miles and Dumont brought his brother-in-law Mr. Largomonier to him, who stated that he (Largomonier) had supplied a considerable amount of wheat to the department for the Indians for seed grain, and freighted it to the North West Angle and then came to Mr. Provencher for his money, but could not obtain any settlement; that after repeated by demanding his payment Mr. Provencher gave him two checks one on himself and the other on the Indian department; that the former was paid after considerable annoyance, but the latter, is still unpaid; that the only Reasonable conclusion that he, Mr. Bannatyne can arrive at is that Mr. Provencher said himself the money which was forwarded to him by the government for supplying Indians with seed-grain; that upon visiting his constituency last January complaints were made to him, by Indians at St. Anns that the supplies which they received were unfit for use; that the quality of the tea, flour and tobacco was very inferior; that the oxen delivered to them were wild Texan steers which really were not delivered to them at all for they ran away like deer into the woods and could never be caught alive, but that they had to be shot before they could be captured & that about 50 of them are said to have never been found at all; that the same or similar complaints comes from all the agencies; that they the Indians had often been told to come to Winnipeg for their supplies & annuities on a certain day, but when they would come they couldn't find him for days.

Mr. Bannatyne is satisfied that if the government doesn't appoint better and honester agents that there will be serious trouble with the Indians for that the whole management of the Indian Department as at present constituted is a perfect swindle." "Mr. Andrew McDermot, Mr. Bannatyne's father-in-law says; that he came to the Red River Settlement in 1812 when he was in his 20th year, as one of Lord Selkirk's colonial overseers; that frequently Indians came into Winnipeg for their supplies and annuities and had to wait for days before they could obtain an interview with Mr. Provencher; that Kischaway for instance, an Indian living on the prairies who had been engaged in trading came in for his annuity, and although he was entitled to \$7.00, Mr. Provencher would not give him but \$6.00. This spring the same Indian came to Mr. McDermot and asked him how to proceed in order to obtain his annuity, and was advised to go to Gov. Morris, and that he would get justice. Mr. Morris gave the Indian a letter to Mr. Provencher, which produced the desired effect, for he received his annuity not only for this year, but also what was in arrears from last year; that he knows for a fact that Indians were sent for by Mr. Provencher to come in for their supplies and annuities and were kept for days without any attempt at settlement ...

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but on the contrary that Mr. Provencher would designably keep out of their way, and that the poor, hungry destitute creatures would have to come to Mr. McDermot their old friend for food; that ever since Mr. Provencher's appointment the Indians everywhere have been bitterly complaining of his inhuman treatment to them; that the Indian Affairs was for some time in one of his (Mr. Mc.D's) own houses, near his dwelling and that therefore he had every opportunity of ascertaining from personal observation the actual condition of affairs and that transactions were carried on in a most reprehensible and disgraceful manner; that a certain Indian wanted two shillings worth of annuities from Mr. Provencher to purchase ammunition with, but was referred by Mr. Provencher who afterwards gave him a shawl and charged him ten shillings for it, and the Indian came with this shawl to Mr. McDermot and offered it to him for five shillings just to purchase ammunition with the money he would get for it; Mr. McDermot says; that he understands and can converse in the different Indian dialects as well as any white man in the province; that he never heard a single complaint from the Indians until Mr. Provencher's appointment;

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that during 60 years intimate acquaintance with the Indians of the North West Territories (He is married to a squaw himself), that he never heard a single complaint against the Hudson's Bay Co's treatment of them for that the company gave the Indians which was promised; that his whole life had been spent in hunting and trading with the Indians and had every opportunity of knowing their grievances, if they had any. Mr. McDermot says that from his knowledge of the Indian character that if the existing conditions of mismanagement continues that a confederacy with the Warlike Sioux may be expected at any moment for the purpose of avenging their wrongs." "Mr. Miles McDermot, son of the former and brother-in-law of Mr. Bannatyne says; that his brother-in-law Mr. Largomonier supplied and freighted seed-wheat and barley to the North-West Angle at the insistence of Mr. Provencher who promised to pay him in 6 weeks, but at the expiration of this time, that instead of receiving his money he got two checks or orders one for the Grain amounting to \$200.00 on himself, and another amounting to \$350.00 for freighting this grain, on the Indian department. This occurred last March and after dunning for his money times without number, more especially...

for the order on himself, which was finally paid, but the other is still unpaid and Mr. McDermot was instructed a couple of weeks ago by Mr. Largomonier to sue Mr. Provencher unless he settled up immediately; Mr. McDermot corroborates his father's statement concerning Kishaway's treatment regarding his annuity, and says that he was present when this Indian was offered but \$5.00, although he was entitled to \$7.00 on account of his belonging to Yellow Quills Band, but upon Gov. Morris sending a letter to Mr. Provencher this year about this Indian's rights, his arrearages were paid him in full." "Revd. Mr. Robertson states; that from his own certain knowledge Messrs. Nixon and Bannatyne know of Mr. Provencher's rascality; that certain parties made specific charges against Mr. Provencher some time ago. Mentioning dates and facts, but upon being interviewed by him about those statements that they refuse to give any details pretending that they have forgotten al about those alleged charges; that Messrs. Sutherland, McMicken, Gov. Morris known personally about fraudulent transactions of Mr. Provencher, if they choose to tell; that the letter issued orders in favor of Indians for supplies on Mr. Provencher...

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who only supplied them with one-half of order, and put the other half in his own store-house, but the Indians raising a disturbance about it, the Goods were finally restored, that complaints were made against Mr. Provencher in reference to the Russian Indian School; that communications were forwarded to the Department in regard to starting this school, and department sent a letter to Mr. Provencher instructing him to forward a copy of this to the Revd. Mr. Scott; that Mr. Provencher neglected to do this, and that it was only after the Revd. Mr. Scott wrote to the Department again, four months after that a copy was forwarded to him; that this letter was very important, because it was the one instructing the Revd. Mr. Scott to proceed with the School; that after it had been started that Mr. Provencher threw every obstruction in the way; that he would give no information as to what returns should be made or how they should be made and after being made finding one objection after another to them; that although this school has been carried on for about a year and returns regularly made, only one quarter's Government apportionment has been received ...

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...from Mr. Provencher and that only a few weeks ago, although salary is payable quarterly; that Mr. Provencher snubbed the Revd. gentleman who approached him in reference to the business of this school, and they desire in future to have all business done direct with the Department inasmuch as they cannot get along with him." "Mr. Lexton of the 'Free Press', handed me a sample of bread, pemmican and tea, which Big Ears, an Indian chief belonging to the Broken Head Band brought down to show Gov. Morris what miserable supplies that Mr. Provencher furnished them with, and afterwards left the above sample in the 'Free Press' office." "Mr. Thos. Spence corroborates the above statement and says that the Indians were very dissatisfied with their supplies; that in the Report of the Department of the Interior, for the year ending 1876, Mr. Provencher charges for traveling expenses \$636.00, should be nil, as the horses he had were government property and that other expenses are charged in other places; and that in short the items charged for herding, freighting, supplies and annuities require the most searching investigation, as their very appearance is most suspicious." "Revd. Mr. Settee, Indian at St. Peters, says that in reference to the provisions furnished by Mr. Provencher to distressed Indians at Netley Creek last winter, that...

...beef was of the very poorest quality he ever seen; that the cattle must have been in a starving condition for they were wretchedly poor, as Mr. Bannatyne can testify because he saw them before they had been delivered to the Indians; and that he thinks all the beef and flour furnished couldn't amount to more than \$700, although \$999.75 was charged the government." Arch-deacon Cowley says; that the Indians complain that when they wish to see Mr. Provencher they cannot, for in their idea, he keeps out of their way; that the Indians at St. Peters complain grievously of the quality of the beef supplied by Mr. Provencher; that the Indians complain frequently that they don't receive what is due to them; that Peter Spiner, at Fort Francis, has not received any of his money and that Mr. Phair endeavoured to use his influence with Mr. Provencher in his behalf until he became tired and gave it up without obtaining his annuity for this Indian; that many others whose names he cannot recall have made similar complaints; and that their Indian School has not received its last three payments from Mr. Provencher." "Revd. Mr. German [Germaine?] states; that in regard to the Norway House School, that the Revd. Mr. Ruttan of Norway House called upon Mr. Provencher in March 1876 for money in arrears for school, but was told that there were no funds, & no instructions to make any payments for such a purpose if there was any; that in the Fall of 1876...

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...both himself and Revd. Mr. Ruttan again called and was informed by Mr. Provencher, as before, that he had neither the authority, nor the money to make such payments, although he admitted paying other schools, but Revd. Mr. Ruttan told him that the appropriation was made by the government for that purpose as shown by Blue Book, that Mr. Provencher upon hearing this asked time to write to Ottawa for instructions in the matter, but Mr. Ruttan declined as sufficient time had elapsed already for writing to Ottawa if he Mr. Provencher desired to do so; and that they waited for appointment upon him next day, and was offered \$75.00, although about \$120.00 [one zero scratched out] was due, but this proposal was refused unless all was paid." "Revd. Mr. Scott corroborates Revd. Mr. Robertson's statement in reference to the Rosseau School, and says further that the Indians there complain vehemently against Mr. Provencher's vexatious disappointments in not meeting them per agreement for the payment of supplies and annuities; that the cattle supplied here as at the N. W. Angle...

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...were old and worthless, and that there were no yokes, nor chains furnished to work the cattle with." "Robert Strang Esqr., agent in Winnipeg for Turner & Co. Hamilton Ont. a most reliable gentleman says that Mr. Provencher purchased supplies which were never delivered, from a certain party and after the check for said supplying was paid said parties, Mr. Provencher asked the money to see refunded to himself individually, but that he Mr. Strang doesn't know this of his own personal knowledge, but from the source he received it that he has not the shadow of a doubt of its truthfulness. Since the above statement was given me, Mr. Strang interviewed the above mentioned parties and they positively refused to allow Mr. Strang to make use of their names in this connection, and consequently he says that as he received it privately that he cannot divulge. He says that Mr. Provencher asked Mr. Bannatyne how much was he going to allow him, Mr. Provencher, of the rent paid for the Indian Department office, but was answered not a cent. Mr. Bannatyne is executor of the Devlin estate...

to which said office belongs. Mr. Strang further states that he watches Mr. Nixon closely since his appointment, and that he believes that he discharges his duties most faithfully and impartially. Hon Mr. Norquay M.P.P., says in confirmation of the forgoing accusations against Mr. Provencher, that the Indians are everywhere dissatisfied with the treatment they receive, but that they are perfectly satisfied if conditions of treaties are faithfully carried out, but that no account of sophistry or whitewashing will restore their confidence in Mr. Provencher, and that unless he is dismissed and an honest man put in his place, who shall command the confidence and respect of the Indians that trouble may ensue.

I have the honor to be,
Sir,
Yours Most faithfully
Ebenezer McColl

Winnipeg, Manitoba. March 20th, 1878.

Sir,/

We the undersigned Commissioners, appointed by His Excellency under commission bearing date the 12th day of November, 1877, 'For investigating and enquiring into and concerning certain alleged frauds and irregularities committed by Mr. J. A. N. Provencher, acting Indian Superintendent of the Manitoba Superintendent, in connection with his official position as such acting Superintendent', and for other purposes named in the said Commission, have the honor to report to you as directed, the result of their Enquiry." "The Commission opened on the 18th December 1877 at the Indian office, in the city of Winnipeg, and continued its sittings almost ...

The Honorable,

The Secretary of State of Canada Ottawa

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daily till its close on the 18th March, 1878, the longest adjournment having been from the 22nd to the 27th December, 1877; from after 3rd to the 7th January, from the 31st January to the 4th February and from the 22nd to the 27th February, 1878, the adjournment in each case being either at the request of Mr. Provencher, or from unavoidable causes. During this period sixty four (64) witnesses were examined in all. Fifty six (56), of these were called by the Commissioners, only five (5) of whom were cross-examined by Mr. Provencher at their first attendance before the Commission. At his request thirteen (13) were recalled and examined by him, and eight (8) new witnesses were called by the Commissioners at his request and on his behalf. Of the witnesses summoned by the Commissioners, six (6) refused to attend.

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"At the first meeting of the Commission, Mr. Provencher and his counsel, Messers. Royal, Dubuc and Howard being present, the Commission, including the first charge, was read in their hearing with the intimation that as the enquiry proceeded the charges would be communicated to him; but the demands made by him and upon his behalf, that he should at once be placed in possession of all the charges, together with the names of all the witnesses, could not be acceded to as the Commissioners considered that to grant those demands in full, would be to practically defeat the object for which the Commission was issued. The Commissioners were, however, careful to afford Mr. Provencher every reasonable facility for his defence, all the charges having been placed in his possession...

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with a single exception inadvertently omitted, and upon which no material evidence was taken, four days before the Commissioners concluded the examination of the witnesses called by them and twenty three days before it finally closed. In nearly every case however, Mr. Provencher was put in possession of charges some days before evidence was taken upon them, and in every case he, or someone acting for him, was permitted to crossexamine and recall each witness the Commissioners examined, together with eight new witnesses, called at his request and on his behalf." "The Commissioners were met at the threshold of their enquiry with the question as to whether their investigation should be conducted openly, or with closed doors. It was on which they thought Mr. Provencher should be allowed to decide. They did, not at any time, assume that he was upon...

his trial before them. They recognised their duty to be to enquire into the conduct of a public officer in the discharge of his public duties. They understood that they were enquiring into the conduct of a servant of Her Majesty, under the authority of Her Majesty, and for the information of Her Majesty's Government, and might do so either publicly or privately as might be deemed most expedient in the public interest. They however, permitted Mr. Provencher to say whether he would prefer to have the Enquiry conducted with closed doors or openly, and he, on the third day of the Investigation, elected to have the proceedings conducted in a private manner, although reminded that such decision would exclude his counsel, Messers Royal, Dubuc and Howard. The Commissioners employed neither counsel nor private secretary, the examination...

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having been conducted, and the evidence written down by themselves. Mr. Provencher was allowed his own private Secretary throughout and his Counsel – Royal, Dubuc, and Howard – till he elected to have the Investigation conducted with closed doors." "While willing to accommodate Mr. Provencher in every reasonable way the Commissioners found it impossible to accede to his numerous requests for adjournments as they conceived that many of such demands were made rather to obstruct than to facilitate the objects of the Inquiry. He frequently absented himself, from the Commission for days together on the plea of sickness, but the Commissioners were not informed officially by medical certificate or otherwise, of such indisposition. They, however, signified their willingness to allow him to be...

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represented before the Commission, during his absence in consequence of sickness, by any one he might select to watch the proceedings on his behalf and cross-examine witnesses. He declined to take advantage of this concession alleging that he only could cross-examine the witnesses, although he had previously complained that he was not allowed to be represented by Counsel. As an illustration of the obstructions thrown in the way of the Commissioners in the discharge of their duties the attention of the Government is called to the fact that witnesses were advised by Hon. Joseph royal, the Attorney-General of the Province of Manitoba, and Counsel for Mr. Provencher, that the Commissioners had no power to compel the attendance of witnesses, and that, as Attorney-General,

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he employed the entire machinery of the local Government to obstruct the Commissioners in the discharge of their duties. He found that the High Sheriff in the ordinary discharge of his duties, brought a witness named Guay who refused to produce his books, before the Commissioners, and that writs of attachment had issued to compel the attendance of other material witnesses including himself. He therefore, as Attorney-General of Manitoba, officially notified the Sheriff not to obey the authority of the Commissioners and similarly notified the Jailor not to receive into his custody persons committed under the authority of the Commission." "In consequence of this action of the Attorney-General of Manitoba the Commissioners failed to obtain the evidence...

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of five material witnesses including himself. Six witnesses – Royal, Radiger, Roy, Reynolds, Guay and E. Lecourt – refused to attend having been properly subpoened. Of these Guay was arrested by the Deputy Sheriff and compelled to attend. A similar course was taken with Radiger, but the machinery of the local Government having been successfully employed to prevent his attendance, the Commissioners were unable to hear his evidence and that of the other four material witnesses. Some of these recalcitrants witnesses were demanded by Mr. Provencher when he was presenting his case but the Commissioners declined to Summon these on the ground that they had previously...

refused to obey their summons and upon the conviction that the Commissioners had no sufficient official guarantee that the whole machinery of the local Government might not be again employed to prevent their executing the authority vested in them by the General Government." "Owing to this cause the presence of several persons to whom the evidence points as implicated in fraudulent transactions with Mr. Provencher and the Government could not be obtained, and your Commissioners are of the opinion that, considering the magnitude of such fraudulent transactions and the number of fictitious accounts paid, it is worthy of consideration whether the parties to them should not...

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be put upon their trial before a tribunal of admitted competent jurisdiction." "The startling number of fictitious accounts and accounts sent in under other names than those who supplied goods is discovered on reference to the evidence of the witnesses J. McDonald, A. Guay, D. Champagne, A. Strang, J. B. Lapointe, J. P. Wright, G. Berridge, R. Gerrie, T. J. Sims, F. George, G. Black, S. M. Trott, etc. The evidence taken by the Commissioners justifies them, they believe, in reporting Mr. Provencher guilty of — 1st — of corruptly accepting other than the lowest tender of Indian supplies.

2nd of having given the Indians inferior agricultural implements, while good articles were offered at a less price than that paid for the inferior ones.

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3rd of having defrauded the Indians in supplying harrows and whippletrees [crossbar for hitching horses to the harrows and whippletress.

4th of having sent to other Departments fictitious accounts of supplies, said to have been purchased from Messrs. McMicken & Taylor and others.

5th of having purchased cattle for the Indians without first have ascertained whether they had the necessary means of wintering livestock, giving reason to suspect that the purchase was made for other reasons than the fulfillment of the Treaties made with the various Indian Bands, such reasons being corrupt ones.

6th – of having supplied flour and other articles to the Indians, of bad quality, unwholesomeness and unfit for use.

7th – of having been corruptly

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interested in contracts for cattle and other Indian supplies with Mr. Radiges and others.

8th – of having paid over Lagemonier who had a contract for freighting wheat to the Indians to the North West angle but part of the amount due him therefore, there being no reason why the full amount should not have been paid, and of having paid such part, or some of it, by his own cheque.

9th – of having purchased Indian supplies, from other persons than those whose names appeared in the accounts rendered to the Department and of having corruptly suppressed the names of those persons. 10th – of having rendered to the Department an account

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of one Lapointe for the sum of four hundred and fifty six dollars for keeping cattle, he knowing at the time that Lapointe was not entitled to the whole of that sum.

11th – of having given to Messrs. McMicken & Taylor receipts for supplies never furnished, and of having otherwise been in collusion with them in the manufacture of fraudulent accounts for Indian supplies, which were presented to the Department and paid.

12th – of having been extravagant in his official expenditures and excessive in the expenses connected with his office.

13th – of keeping out of the way of Indians who...

frequently called at the Indian Office without being able to see him.

14th – of harsh and improper treatment towards Indians.

15th – of being generally neglectful of his duties as acting Indian Superintendent.

E. McColl W. A. Ross Commissioners