RETURN

To an Order of the House for copies of all correspondence between the Government, or any member thereof, and any other person, leading up to the investigation of certain charges against Constable Hunter during the summer of 1897, and the evidence given at such investigation.

JAMES BAKER,
Provincial Secretary.

Provincial Secretary's Office,
16th March, 1898.

W. L. Hogg to Hugh Hunter.

MONTREAL, Jan. 20th, 1896.

I am just advised from Nicola that Mr. Thomas is dead and buried. I forwarded to him some time ago the lease which I received from Mr. Tunstall, and asked him to have the same recorded with the one which he filed, and to draw on me for the amount.

I am in receipt of a letter from Mr. Blair, of Coutlee, that he has the lease in his possession. I have requested him to forward the same to you for record and I ask you to draw on me for the amount here. I regret that this matter has been delayed so long, but, of course, you understand the circumstances.

Hoping to hear from you by return mail.

W. L. Hogg to Hugh Hunter.

MONTREAL, Jan. 24th, 1896.

I am in receipt of your favour of the 14th inst. and fully note the contents. Immediately upon being advised of the death of Mr. Thomas and of his having the lease of the property that I had filed, I requested Mr. Blair to forward same to you, and requested you at the same time to draw on me for the amount of record and lease. Regarding the lease of Mr. Thomas', can the two properties be recorded in my name? I wish that you would protect this lease of Mr. Thomas' for me. I will go to Granite Creek as soon as I can get away from here, which will be sometime within the next six weeks. By looking after my interests in this matter you will confer a great favour on me.

P.S.—I wrote you a few days ago requesting you to draw on me for any money necessary to take care of my interest, which will be paid immediately upon presentation here. Kindly address any letters to P. O. Box No. 557, this city.

W. L. Hogg to Hugh Hunter.

MONTREAL, Feb. 20th, 1896.

I am in receipt of your favour of the 8th, enclosing receipt for $50.00, being the yearly lease of the Tulameen property, for which accept thanks.

Regarding the draft drawn for $67.50 would say, as soon as presented I will pay the same.

Thanking you very much for looking after this matter.

W. L. Hogg to Hugh Hunter.

MONTREAL, Feb. 20th, 1896.

I am in receipt of your favour of the 10th, advising me of the fee on the Thain property, now owned by the Stevenson Gold & Platinum Hydraulic Mining Co. As per your request, I herewith enclose you the Company's cheque for $100.25 in payment of same.

Thanking you for the notice and hoping to have the pleasure of seeing you before long.

P.S.—I have added twenty-five cents as exchange. As soon as I arrive in B. C. I will have the assignments recorded in the name of the Granite Creek Mining Co., in lieu of Stevenson Gold & Platinum Hydraulic Mining Co. We will carry on the business in the name of the Stevenson Gold & Platinum Hydraulic Mining Co. until I go out.

W. L. Hogg to Hugh Hunter.

MONTREAL, March 14th, 1896.

The draft for $67.00 that you informed me you had made has never been presented. If you have not made the draft possibly it would be as well to leave the matter until I arrive as I will be leaving here next week for Granite Creek.

Hoping you are well and I will have the pleasure of seeing you soon.

H. B. Cameron to the Provincial Secretary.

OTTAWA, November 27th, 1896.

I have been credibly informed that Messrs. Stevenson and Hogg, respectively President and Secretary of the Granite Creek Gold Mining Co., Ltd., are pushing forward a petition to be presented to you, urging the dismissal of Mr. Hugh Hunter, the Mining Recorder of Granite Creek, on the ground of incapability, being a deterrent factor in keeping capital out of the country, etc.

As one of the largest shareholders in the Company, I am at present East pushing charges of gross mismanagement, and worse, against said Stevenson and Hogg. These charges will be investigated at a general meeting of the Company, to be held at Montreal on the 15th December, and subsequently in the Law Courts.

Since the commencement of the trouble, Mr. Hunter, as becomes his position, has kept strictly neutral. At the present juncture it would probably suit Messrs. Stevenson and Hogg to have Mr. Hunter removed, and a more complaisant man put in his place. He possibly knows some things that would make his absence desirable.

I have known Mr. Hunter personally for many years, and consider him the best tax collector I ever met.

As regards any adverse petition (*re* Mr. Hunter) which may be presented to you, I would respectfully call your attention to the fact that all the workmen on the Company's mine, as well as store-keepers and others residing in the neighbourhood, are more or less dependent on the Company's disbursements, which for the present are controlled by Stevenson and Hogg.

If the directors of the Granite Creek Company sign such a petition, it will in no sense represent the sentiment of the united shareholders; a large part of whom, especially in Ontario, are directly antagonistic to Stevenson and Hogg and the Board of Directors generally.

Pending the Company's annual meeting on December 15th, and the resultant investigation, the gist of which will be reported to you, I would respectfully urge that the consideration of any petition, such as indicated, be allowed to remain in abeyance.

Robert Stevenson, President Granite Creek Mining Co., to the Minister of Mines.

The Secretary, Mr. Hogg, reported to the Board that Hugh Hunter, Mining Recorder for the Similkameen Division of Yale Division, was not qualified for the position, and his administration of his office was detrimental and prejudicial to the mining interests of those within his jurisdiction; that this Board are of opinion that steps be at once taken to make representations to the Government at British Columbia setting forth the complaints and grievances of the miners and asking for his removal.

W. L. Hogg to the Minister of Mines.

MONTREAL, Dec. 29th, 1896.

I herewith enclose you a petition asking your Government to remove one Hugh Hunter, Mining Recorder at Granite Creek. He has been very obnoxious to the Granite Creek Mining Company; in fact he has been the means of our having to go into the law courts. He has also interfered with my personal law suits, and has even gone so far as to attempt to swear a man to make an affidavit assuming to have the authority of a Justice of the Peace, etc., regarding matters that do not appear on record in the Government office. He made out affidavits which he wished to have sworn to, to try and work on the ignorance of the party.

He has made threats to the effect that he would ruin me unless I paid him $400 on account of my filing on a property, on account of my refusing to bribe him to that amount.

It has got so in the district that one has to bribe him to get any respect or civility from him, and I can assure you it is very unpleasant.

We are willing to pay our taxes and see that our men pay all that the Government requires from them, but we want to have the privilege of looking after our own business and not be blackguarded or bull-dozed by the Government Agent.

I have worked three years, and have been the means of $85,000 being spent there, and I now ask you to assist me in your official capacity to use your influence to protect our investment as far as the business of the Government is concerned. All we ask is an impartial investigation. You have no idea of the unpleasantness he has caused not only in our business there but with many others.

Hoping you will consider our humble petition,

To the Honourable the Minister of Mines in and for the Province of British Columbia.

The humble petition of the undersigned respectfully represents :—

That the majority of your petitioners are residents in and about the place known as Granite Creek, in the Province of British Columbia, and the majority of your petitioners are engaged in mining in the said District, and have large interests in mines in the said District.

That one Hugh Hunter, residing in said Granite Creek, is the Mine Recorder at Granite Creek, and as such your petitioners come in contact constantly with him.

That your petitioners, for the reasons set forth in the schedule hereto attached, desire that the said Hugh Hunter should be removed from his office as Mine Recorder, and that another and competent person should be named in his place and stead,

Wherefore your petitioners pray that the Honourable the Minister of Mines for the Province of British Columbia should see fit to cancel the appointment of said Hugh Hunter, and remove him from his office and appoint such other competent person as may be pleasing to you. And your petitioners, as in duty bound, will ever pray.

Name.	Residence.	Occupation.
W. L. Hogg, (Sec.-Treas. Granite Creek M. Co.)	Montreal,	Miner.
Robert Stevenson, (President Granite Creek M. Co.)	Granite Creek,	"
S. P. Scott,	Vancouver,	"
J. L. Bernard,	"	"
And thirty-seven others.		

James Kelly to the Minister of Mines.

I, the undersigned, a free-miner and resident of Granite Creek, have a grievance which I consider is my duty to enlighten you upon and to explain to you in as few words as possible how imprudently H. Hunter, Mining Recorder for Granite Creek and Similkameen Division of Yale District, abuses his office. In the fall, '95, I located a claim and had it recorded to the best of my ability about March, '96. I was told of a rumour afloat at Granite Creek, that my claim was not staked just according to law, and that it was jumpable. A miner is not supposed to be a lawyer, and also a Mining Recorder should certainly be the last man to circulate a street yarn of that nature. I was in total darkness for a while as to who the

originator of the rumour might be, but I finally located him. H. Hunter asked a party to stake my ground; he certainly expected his share of the claim, or one adjoining it, but fortunately the party he spoke to was a friend of mine, and would not take advantage, else I should have lost a chance in a lifetime. For the present I will simply say that H. Hunter is anything but a fit man for the office and should be removed. I stand ready at any time or place to prove the above by witnesses, and, believe me, I am not the only one that has grievances if they will only expose them.

W. L. Hogg to the Honourable Minister of Mines.

MONTREAL, Jan. 19th, 1897.

I am in receipt of your favour of the 7th and beg to thank you for acknowledging our humble petition. As I will not be leaving here before April for the mines you will oblige me very much to postpone the hearing of our grievances until that time, when I can go to Granite Creek and consult the other parties who have grievances, and I will advise you when it will be convenient for all to appear who have grievances.

Thanking you again for your consideration.

EVIDENCE

Taken at Granite Creek, May 8th, 1897, at an inquiry into certain complaints made by Messrs. Hogg, Stevenson, Rabbitt, Cook, and others, affecting the conduct of H. Hunter, Mining Recorder.

W. L. HOGG, Sworn:

1. Secretary and treasurer Granite Creek Mining Company; personally, I have nothing against Mr. Hunter; it is his official interference that I complain of; it has come to my knowledge, in first place, in his showing me how to stake off a property on Tulameen River; he claimed that unless I gave him $400 he would ruin me; when I saw him first he was officiating; he assisted me in searching of records, for which I was grateful; I saw that he or his was well paid for any kindness shown; regarding Tulameen property, I told him I would treat him as I treated him before, providing everything was right; he seemed anxious of making money outside his job. After spending $8,000 on Tulameen lease holding it has not turned out satisfactorily, and I confess I don't see that I should give Hunter $400; he has threatened to make it bad for me, and will not forget my non-payment of the $400 as long as he lives.

Touching charge No. 2, I have to say that Hunter said that he held a letter from the Granite Creek asking him to take an affidavit as to amount paid for the Amberly property; no such letter was sent Hunter; John Amberly was the party asked to make affidavit.

3. Another charge that came to my hearing is that H. Brunnell and James Reardon had posted a notice on Government office, filing on leaseholds, upon which was paid a deposit of $100; a few weeks after, when the parties did not take the land the $100, instead of being paid the Government, was handed to the parties; such I was told.

I withdraw the charge as to his (Hunter) forcing us into law suits.

During month of last October I was at Government office, Granite, several times on business and found office closed, but Hunter may have been away on other duties.

Cross-examination of W. L. Hogg by H. Hunter (Mr. Murphy):—

Did Hunter ever ask you for $400? No. Did he make the threat to you personally? Well, we will prove that bye and bye. I consider it part of Hunter's duty, as an official, to give any information regarding the country to strangers as he can without consideration.

Judge—Did he, personally, ask you for the $400? No, I never had any personal conversation with Hunter as to compensation; a witness will prove it. I have heard that "Hunter threatened to ruin me if he did not get the $400"; he did not do so to me, personally; all his remarks were made behind my back to others.

Cross-examined as to affidavit Amberly :—

Did Hunter obtain affidavit from Amberly as recorder? I don't know; what I say is that he gave information from those records injurious to our interests, which should have been kept secret; the information asked for was entirely outside his office; it was an outside matter in which he had no right to meddle.

THOMAS RABBITT, sworn, Miner and Rancher, Tulameen :—

1. In February or March, 1895, I was in this office on business; Hunter spoke freely of the Hogg and Stevenson business; said he had written a letter East stating that Stevenson's management was not to the interest of the Granite Creek Co.; he said we will not have Stevenson manager, we will have R. H. Lee.

2. In March, 1896, I was in company of Hunter and Mr. Sandes; he said that at one time he had Hogg and Stevenson in such a position that he could have made them give him a good block of stock; I think he did not get as much as expected, but understood he got some.

3. In September, 1890, Hunter came to my place on a collecting tour; he staid over night; he picketed his horse on flat where I live; next morning he told me his horse had got away and to get Indians hunt him up; I got two Indians to find horse; they brought animal to Granite Creek; I agreed to pay Indians $1.50; I advised Hunter to that effect; when Indians returned I received an insulting note which, I believe, was written by Hunter, but not signed; he said he gave Indians an old coat in payment for finding horse.

4. In June, 1891, I was returning from Nicola; I called on McCullough Bros.; while there they told me that Hunter, in their house, made threat "that if McCullough heard of him getting up a case against me for selling liquor to Indians they would know that he was getting even with me for turning his horse loose"; I did not turn his horse loose.

5. In January, 1892, I called in to Government house to have my liquor licence renewed; Hunter told me that Judge Spinks had told him that there was not enough whites in that locality to justify a licence.

6. In June, 1892, Hunter was at my place; staid over night and seemed friendly, which was unusual; next morning I was working outside; he came and sat down where I was working; asked if I did not want my liquor licence renewed; it surprised me; replied I did not know as there was not much in it; he said if I got up a petition he would take it round and get it signed so that licence could be renewed; Hunter remarked that if I did not get a licence Thompson would; subsequently I gathered that Hunter and Thompson had quarrelled, to which I attribute his friendship for me; I drew up a petition; gave it to Hunter to obtain signatures; don't know who all signed it; Hunter took it out to Nicola to Judge Spinks; shortly afterwards had a note from Hunter saying I would have to summon him in Chambers before Judge Spinks to show cause why he had not renewed the licence; I did so, and then heard from Judge Spinks that Hunter had complained that Indians got liquor at my place; the Judge said if works were successful or increase of population I would have first refusal of a licence.

7. The spring that I came in here I pre-empted, at Vernon Office, a piece of land between Granite and Otter Flat; I took up the land intending to live on it; four years ago I cleared some ten acres of land; then put up fence to protect crop; afterwards, through Mr. Hunter, I got a deal of annoyance and suffered loss through Mr. Hunter taking down the fences; Mr. Stevenson allowed me something for crops destroyed; I blame Hunter in the matter.

Cross-examined by Mr. Murphy :—

Was the public trail or Government way enclosed or shut up by you in your fence? Part of it was shut in. Did you have official authority to place the fence where you did? I had the authority of Mr. Hunter and the local residents, subject to building a trail outside the fence, which I did do.

ROBERT STEVENSON, sworn:

1. I am president of Granite Creek and mining manager; I have to say that in the office Hunter told me personally that if Hogg did not pay him $400 he would follow him through life; that conversation occurred in 1895.

2. In 1894 Hunter told Hogg and myself to jump the Swan, and Amberly claims that they did not own. In 1895 he told me to jump Amberly's claim; I said, no, not for $10,000. Through Hunter's interference, much trouble has arisen with me and others.

3. Regarding the leasehold property at Similkameen, Mr. Brunnell told me that Hunter refunded the $100, as the ground was no good; but he said no other man could have got it back. Hunter has not been just in his collection of taxes; he showed favour to some and none to others. I name Marshall Bros., who did not pay, and one Scott, who did pay; the Marshall Bros. earned some $66; Scott earned some $40. I never refused to pay taxes or licences when asked by Hunter.

Cross-examined by Mr. Murphy:—

Did you go down to Princeton to take charge of Captain Scott's works when Hunter told you to do so? No, no; nor Captain Scott did not come to take charge of mine. Mr. Hunter was not in jest; he meant mischief.

When you and Hunter had the talk about the $400, were you alone? Yes, and door closed.

JAMES REARDON, sworn:—

Am a miner; the ground staked by Brunnell and myself at Similkameen was not what I expected, and I was anxious to get a refund of the $100 paid H. Hunter regarding the leases; I only received from Brunnell $70; I believe Hunter gave Brunnell the $100; I was very glad to receive the $100 back from Hunter, although I only received $70; my opinion is that Hunter acted properly in returning Brunnell and myself the $100; we never applied to Gold Commissioner for a lease; we did not think the ground worth it; I think Hunter's action was a just one.

Mr. Murphy asked the Gold Commissioner if Reardon and Brunnell had sent in application for lease. Gold Commissioner replies that he heard of the matter, but application was refused by him; no lease issued; applications were not in order; I returned them for amendment, but heard no more of it; part of another man's property was included in application.

Letter produced bearing on matter from Gold Commissioner and receipt from Brunnell and Reardon for the $100.

JAMES KELLY, Free Miner, sworn:—

In 1895, on Tulameen, I took up a claim; permission was then granted by Gold Commissioner to re-stake.

In March, Amberty came to me and said: "Do you know that Hunter wishes your claim jumped; he wants some share in it himself."

Mr. Murphy—Did you ever see Mr. Hunter make an effort to jump your claim? No; I was only told so. I never saw him near the claim. Why did you ask to re-stake the ground? Well, I had only suspicion, from rumours, that the record was not right and that the claim was in danger. I recorded in October. I spoke to Mr. Hunter about the validity of record. Hunter said it was right.

JOHN AMBERTY, re-called:—

In March, 1896, a man named Cross and myself were hunting near Tulameen; he asked me if I had any property on Kelly Creek. I said no. In further conversation he told me that Hugh Hunter said that Kelly's claim was jumpable and that he, Cross, might jump it. I then went and told Kelly that his claim was in danger.

GEORGE CROSS, Free Miner, sworn:—

About one year ago last March Mr. Hunter told me that the Kelly claim, on Kelly, was not properly staked and was jumpable. He said to me that if I wanted a piece of good ground I had a chance to get it; said he had part of rock assayed and it showed some $205 to ton; that he would like a good claim himself and could give lots of pointers if he wanted to; Hunter never said he wanted Kelly's claim.

JOHN AMBERLY, sworn :—

Am a miner; I was in this office one day last year; Mr. Hunter asked me to sign an affidavit; I cannot read, but he told me purport of it, which referred to sale of my claim on Granite Creek; I did not agree with his request; I refused to sign affidavit; he said he would make me. I subsequently signed another paper, setting forth amount paid me. Hunter said I had to sign the paper as he had a letter from the company asking me to sign; he showed me a letter which he said was from the company. The sale made by me was to Robert Stevenson, Granite Creek Company. It was a conveyance of his rights to the property.

F. P. COOK, Merchant, Granite Creek :—

I wish to say that Hugh Hunter, the Government Recorder here, and myself have not got along smoothly, but we concluded to allow past events to be buried. I now wish to say how he has within the last two years interfered with the interests of the firm of Cook & Co., which I wish to prove by Robert Stevenson.

ROBERT STEVENSON, re-called :—

In 1895 I was contractor for work of Stevenson Gold and Platinum Mining Co., and on several occasions Mr. Hunter asked me not to deal with Cook. He said if I kept away from him he thought we could run him out.

By Mr. Cook :—

Did he not ask you to employ men from Nicola and to deal with Mr. Carrington, of Nicola, as a favour to him, Hunter? He asked me to allow men in Carrington's debt to work it out with me. I flatly refused.

DEFENCE.

HUGH HUNTER, sworn :—

Regarding charge No. 1, as to my holding a demand of $400 over Mr. Hogg's head, Mr. Hogg never owed me $400. Hogg made a proposition to me if a new leasehold could be obtained he would sell half the claim and divide with me. I put him on to the claim, but I never had any remuneration. Hogg said once there might be some $200 in it for me. I understood the claim paid fairly well first year, so Mr. Hogg said; reports said a dividend of 10 per cent. had been paid. I had no hold whatever on Hogg for anything promised. Up to last year Mr. Hogg and myself were good friends.

Letters from Mr. Hogg to Mr. Hunter produced and read. Filed as exhibits.

In connection with the $400, did you ever ask Hogg for anything? No.

Did you ever receive stock of any kind from Hogg? No.

Charge No. 2, *re* Amberly's affidavit. H. B. Cameron asked me to find out for him the amount paid him by Stevenson. I told Amberly that Cameron wanted the information about what he received. He came to the office. I took his affidavit. There was nothing said about a letter being received by me from Granite Creek Mining Co. I never received such a letter. Frank Marshall was in my house when I asked Amberly to come in.

Charge No. 3, *In re* refunding $100 to Brunnell and Reardon, I contend I only acted as I should have done, considering refusal of application by Gold Commissioner.

Charge No. 4, as to Hogg's complaint about office being closed in October last. I had Mr. Marshall looking after my house and office when I was absent on duty; Government makes no allowance for supply when I am absent.

Regarding charges made by Thos. Rabbitt, I cannot remember many of the statements made by Rabbitt against me, either McCullough's or the liquor licence. I blamed Rabbitt for letting my horse loose. I don't know whether it is so or not.

As to fence across trail, Mr. R. Stevenson complained to me that he could not get his piping through to Granite. I learned that they came to an agreement, Rabbitt accepting $5 as compensation. I do not remember much about it. I may have said to Hogg that the trail was on Government land.

Charge No. 4, as to Mr. Stevenson's statement *re* the $400, I say it is false. I remember speaking once to Mr. Stevenson about Mr. Hogg; talking, told him agreement Hogg had made with me; did not think I was treated right over it. Hogg and myself had an understanding, but it is all right.

As to the jumping of the Swan and Amberly ground I don't know anything about it. The Swan property was not jumpable. I may have told Stevenson that Amberly's property could be got cheaply.

As to what Stevenson has said about Captain Scott I do not know anything about.

In re KELLY.

Kelly recorded his claim here. I did not know of any irregularity in his record. It was correct. I never told Cross anything about the claim. I never sent any rock to be assayed. The whole story is false from first to last.

As to F. P. Cook, we have had unpleasantness. Hogg told me that Cook charged high prices. I asked him to give Carrington a trial. I don't know anything about asking Stevenson to employ men in Carrington's debt.

HUGH HUNTER, cross-examined by F. P. Cook :—

Do you swear that you have not tried to influence people not to deal with Cook & Co.? I do.

WM. J. KYLE, Miner, sworn :—

By Mr. Hunter—Do you remember when Mr. Hogg was negotiating to sell your company? I remember Mr. Stevenson refusing to come down and see Mr. Wallace regarding a letter said to be written by Mr. Hunter, saying that the dump on our ground was no good. We went to Stevenson about it; he denied it; absolved Mr. Hunter from having anything to do with it.

By Mr. Hogg—Do you not consider that any information asked by Cameron should not have been granted? I think you have been against us.

MR. MURPHY, being sworn, closed by saying :—

I have resided here for 11 years. I have been here during Mr. Hunter's official career. I have known him to be honest, sober, obliging, charitable, a good collector, a most able official. Having read names on petition I must say that most of the names were men in the employ of Granite Creek Co., and thereby influenced.

Petition to the Provincial Secretary.

GRANITE CREEK, May 8th, 1897.

At the investigation held here this day, before Mr. Tunstall, and hearing certain charges preferred against Mr. H. Hunter, Mining Recorder, Granite Creek, it will be apparent on reading evidence taken, that personal malice against Mr. Hunter was the principal matter evolved, no proof was given that he, Mr. Hunter, was either incapable, dishonest or any way negligent in the discharge of his duty as Constable, Tax Collector or Mining Recorder.

We desire to shew by this petition that we indorse Mr. Hunter's every action as an official in the above capacity, and would remark his presence in this District; now that new developments are around us everywhere, is of much value to the Government and the general mining community.

In conclusion, we beg to say that with exception of witnesses (Cook and Rabbitt), all others are directly or indirectly in employ of Hogg and Stevenson, Granite Creek Mining Co.; just like names on contra petition, they were nearly all employees of Granite Creek Mining Co. Hoping the matter will receive favourable consideration.

We are Sir,

Your obedient servants,

Names.	Residence.	Occupation.
W. J. Kyle,	Granite Creek,	Miner.
T. H. Murphy,	"	"
James Riordon,	Princeton,	"
F. N. Lambert,	Granite Creek,	"
A. D. Ross,	"	"
D. McKay,	"	"
Andrew Aldin,	"	"
and thirty-one others.		

G. F. Allison, J. P., to the Provincial Secretary.

PRINCETON, May 10th, 1896.

Mr. H. Hunter, of Granite Creek, I have found to be an honest, energetic and efficient officer as Recorder, Assessor and Collector.

P. H. Murphy to the Minister of Mines.

GRANITE CREEK, May 10th, 1897.

In the evidence which will be laid before you, with regard to the charges laid against Hugh Hunter, Recorder of Granite Creek, by Hogg & Co., of the Granite Creek Gold and Platinum Company, you will notice that the evidence is largely made up of hear-say testimony, and that of a very unreliable character, and given with an animus that would have made it worthless in a Court of Justice. I would also state that the proceedings were so precipitate (the Commission arriving on the 8th inst., holding its investigation on the same day and going away on the next day) that Mr. Hunter, who had not been furnished with a copy of the charges against him had no time to prepare his defence. You will also notice that the charges made to the Government were either not adhered to or ignored altogether, and Mr. Hunter was so interrupted in giving his testimony that it was impossible for him to defend himself.

I would also draw your attention to the fact that most of the names signed to the petition placed before your honour by Mr. Hogg, are of persons who are non-residents of this precinct and had no interest in the country beyond their day's pay while working for the Granite Creek Mining Co.

I need not say how such signatures could be obtained. The question is whether we are going to have Goverment or corporation rule here.

I have been a mine owner here for eleven years and have always found the Government office conducted honestly and honourably.

John Clapperton to the Provincial Secretary.

NICOLA, May 13th, 1897.

At request of many I have the honour to enclose a petition gotten up in favour of "Hugh Hunter," Mining Recorder, etc., Granite Creek, immediately after inquiry held (at Granite Creek) on 8th inst., by Mr. Tunstall, S.M.

I was present during investigation which was conducted without prejudice, and consider charges preferred against Hunter were exclusively those of personal spite for things said by him, most of which he denied.

His accusers would not impeach his honesty as an official.

Before Mr. Tunstall proceeded to Granite Creek he informed me that some little time past Mr. Hogg personally said (to Mr. Tunstall) "if Hunter will apologise to me for what he has said about me and my Company, I will let the matter drop." Mr. Tunstall then remarked, now, if you will accompany me to Granite Creek, I think you can make peace between them, but when I read charges preferred against Mr. Hunter I advised him to court the fullest investigation, and stand or fall by result.

The petition enclosed was an impromptu exhibition of the feeling prevalent at close of inquiry ; names are bonâ fide, and to fullest extent representative of the district.

Copy of a letter dated 20th May, 1897, from G. C. Tunstall, G.C. & S.M., to the Honourable the Minister of Mines.

SIR,—I have the honour to enclose the evidence taken at an inquiry into certain complaints made against H. Hunter, the Mining Recorder, at Granite Creek, also letters filed by him received from Mr. Hogg.

I have transcribed the substance of the testimony given by the different witnesses, and made such comments thereon as I deemed necessary. When these are admitted the evidence will speak for stself.

1. W. L. Hogg states that Hunter showed him how to stake off a leasehold on the Tulameen River, and claimed $400 for so doing.

The latter denies that this witness ever owed him $400, but that Hogg made a proposition to him if a new lease should be obtained he, Hogg, would sell half the claim and divide with him. He put him on to the claim, but never received any remuneration. He had no hold whatever on Hogg for anything promised. Up to last year he and Hogg had been good friends. (Letters were subsequently filed to prove this.)

I think Mr. Hogg must be mistaken. The remuneration mentioned could not have been for showing him how to stake off a claim, but was evidently for such information as would lead to the location of a leasehold that would prove remunerative to work, and which Mr. Hunter's knowledge of the country would render him capable of supplying.

Mr. Hogg had previously obtained leases and knew how to stake off ground for that purpose, besides the provisions of the "Placer Mining Act" in regard to staking are so plain and easily understood that no compensation would be deemed necessary for this simple information.

The discrepancy in regard to the amount promised or claimed makes little difference. The principle involved is whether Hunter could claim and accept remuneration for services of the character mentioned. I think he could, as they were in no way connected with official duties, and were a personal matter between himself and Mr. Hogg, which the latter could accept or refuse as he thought proper.

2. This charge has reference to an affidavit which Mr. Hunter was requested by Dr. Cameron to obtain from John Amberly, and which was sworn to before Hunter—with Amberly's evidence.

3. That Messrs. Brunnell and Riordon had been returned deposits made on filing applications to lease mining ground, which should have been paid into the Treasury.

Vide Recorder's Evidence.

4. That the Government Office was closed some time in October last. To this Mr. Hunter states he was absent on duty, and left Mr. W. Marshall to look after the office during his absence.

Thomas Rabbitt. 1. This witness states that in February or March, 1895, he was in the Government office on business, and that Hunter spoke of the Hogg and Stevenson business, and said he had sent a letter East mentioning that Stevenson's management was not in the interest of the Granite Creek Mining Company. He also said :—"We will not have Stevenson manager, we will have R. H. Lee."

This may be considered as meddling with business in which Mr. Hunter had no interest. He didn't refute this charge, which may have been overlooked by him in making his defence. His position as Mining Recorder would make a communication of this character of more importance than it would otherwise possess.

2. That whilst in company with Mr. Hunter and Mr. Sands in March, 1896, the former remarked he had Hogg and Stevenson in such a position that he could have made them give him a good block of stock. Thinks Hunter didn't get as much as he expected.

3. That Hunter came to his place one night on a collecting tour. He picketed his horse on the flat. Next morning Hunter told him his horse had got away and to get Indians to hunt them. He agreed to pay Indians to hunt them. He agreed to pay Indians $1.50. Hunter was informed when they were found. Received an insolent note, supposed to be written by Hunter, stating he had given an old coat to Indians in payment.

Mr. Hunter didn't deny charge 2, and, in regard to No. 3, stated he blamed Rabbitt for letting his horses loose.

No. 2 is an instance of Mr. Hunter's imprudent and injudicious remarks, for which no excuse can be offered.

4, 5, 6. These charges known as 4, 5, 6, detailed in the evidence given by the witness, Mr. Hunter professed to have no recollection of.

7. That Mr. Hunter was in the habit of taking down the fence surrounding his pre-emption whereby he, the witness, was subjected to loss and annoyance.

In regard to taking down fence on pre-emption claimed by Mr. Rabbitt, I may state that the fence enclosed a considerable portion of the public trail, which caused a lengthy detour over ground of a rougher nature than that occupied by the old trail, over which the iron pipes for Mr. Stevenson's claim were hauled; and the fence was taken down to permit of their transportation. Mr. Rabbitt says he had authority from Mr. Hunter and the local residents to enclose the trail, but I believe the permission of the Superintendent of roads, or that of the Minister of Lands and Works, is required too, for changing the direction of a road or trail. My attention was called to this obstruction (fence) to public travel a couple of times, which the present waggon road avoids.

1. Robert Stevenson, President and Manager of the Granite Creek Platinum and Gold Mining Co., states that Hunter told him if Hogg didn't pay him $400 he would follow him through life.

Hunter says he remembered speaking to Stevenson about agreement Hogg made with him, and saying that he didn't think he was treated right.

In this and similar instances where the evidence is conflicting, it is difficult to express an opinion.

2. That Hunter told Hogg and himself the claims belonging to Swan and Amberly were jumpable, and wanted him, Stevenson, to jump the Amberly claim.

Hunter states he doesen't remember the conversation referred to, and that the Swan property was not jumpable.

If the conversation imputed to Hunter is correct, it was, to say the least, imprudent, and capable of causing much trouble.

Vide Riordon's Evidence.

3. James Riordon. The evidence of this witness states he and Mr. Brunnell staked off some mining leaseholds and desposited $100 on filing applications, which were returned for amendment, also because part of another person's property was included in one application.

The money was returned to Mr. Brunnell by Hunter. He considered the latter's action was proper.

I may state the applications were returned by me for amendment, as being irregular, not being in duplicate, and also because one of them embraced a leasehold belonging to the Similkemeen G. G. Exploration Co. The last-mentioned ground was considered necessary for working the other leases applied for, and the applications were withdrawn by the parties interested.

I consider Hunter's action in the matter was proper under the circumstances.

James Kelly.—This witness makes a statement to the effect he was told Hunter wished to have his claim jumped and wanted a share in it.

George Cross states Hunter told him the Kelly claim was jumpable, and if he wanted a piece of ground he had a chance to get it; also he had a piece of the rock assayed and it showed some $205.00 to the ton.

Hunter denied the statement made by Cross, which he declares to be false. It is therefore a question of veracity between the two parties.

John Amberly relates the particulars connected with an affidavit which he was induced to make before Mr. Hunter, respecting the amount paid by Mr. Stevenson for his claim.

Mr. Hunter is neither a Justice of the Peace nor a Commissioner for taking affidavits, and has no authority to act in either capacity. He therefore exceeded his jurisdiction, and in so doing, laid himself open to censure.

F. P. Cook, merchant, Granite Creek, complained of Mr. Hunter's interfering with the interests of his firm, which he could prove by Mr. Stevenson.

Robt. Stevenson, re-called :—His evidence is to the effect, that in 1895 he was contractor for work of Stevenson Gold and Platinum Mining Co. ; Mr. Hunter asked him not to deal with Cook ; he said, if he kept away from him he thought they could run him, Cook, out ; he, Stevenson, was also asked to employ men in Carrington's debt to work it out with him, which he, Stevenson, flatly refused.

To this Hunter testifies he merely asked Mr. Stevenson to give Carrington a trial.

Mr. Murphy, an old and prominent resident at Granite Creek, gave evidence in favour of Mr. Hunter's efficiency, sobriety and honesty, also to his being obliging and charitable, and stated that most of the names in the petition consisted of persons in the employ of the Granite Creek Mining Company, and thereby influenced.

The majority of the complaints might be termed of a personal character, but it is difficult to draw the line between the actions of the private individual and the official, they are frequently so closely connected.

It must be admitted that the persons affected by Mr. Hunter's actions and comments had cause to complain of the annoyance and trouble to which they were subjected. He is thoughtless and indiscreet in his remarks, without considering the consequences resulting from a repetition of his observations in a small community where persons are prone to resentment when they consider themselves injured.

On the other hand, he has proved to be an efficient officer, energetic in the discharge of his duties, honest, kind-hearted, attentive and charatible to the sick and needy, obliging, and watchful of his employer's interests.

These good qualities should tell in his favour.

Hon. D. M. Eberts, Attorney-General, to the Minister of Mines.

VICTORIA, B. C., 16th September, 1897.

I have had before me the evidence taken by Mr. Tunstall in respect to the charges laid against Mr. Hugh Hunter, Mining Recorder at Granite Creek, and Mr. Tunstall's remarks thereon ; and also two letters to your Department, one under date of May 10th, from Mr. T. H. Murphy, and one under 13th idem from Mr. John Clapperton, Government Agent, Nicola ; also a petition under date 8th idem.

Mr. Tunstall's conclusions may, I think, be fairly summarized as that Hunter has been indiscreet in his language, and in some cases not sound in his judgment. His honesty and efficiency are vouched for in the report.

Under these circumstances, it would appear that he is deserving of nothing further than mild censure for his indiscretions. It is however, I apprehend, possible to remove the cause underlying all the complaints and which is responsible for all Mr. Hunter's failings. It is evident from the evidence and the correspondence that Mr. Hunter has not devoted himself only to the duties of his office, but appears also to have acted (1) as agent for others—presumably out of good will, with no remuneration—and (2) to be personally interested in mining properties or schemes.

I am of the opinion that instructions should be given to Mr. Hunter—and there is no reason why they should not be general to all Mining Recorders and other officials, carrying out the provisions of the "Mining Act"—forbidding him to act as agent, with or without remuneration, for any parties doing business with the office, or to volunteer any information or services not within the strict limits of his duties.

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