

*"New Brunswick and Nova Scotia Land Company,
5, Copthall Court, London, 8th June, 1839.*

"MY LORD MARQUIS—We are desired by the Court of Directors of the New Brunswick and Nova Scotia Land Company, to acknowledge the receipt of Mr. Labouchere's Letter, dated the 3d instant, conveying a copy of Sir J. Harvey's Letter, with a copy enclosed of a Resolution of the House of Assembly of New Brunswick, dated in March last, praying the Lieutenant Governor to take measures to obtain payment of the balance due to the Crown for the Tract of Land purchased by this Company, upon the ground that the Grant of the Lands in question has passed the Great Seal.

"In reply to the latter observation, we are directed to state, that although a Grant has passed the Great Seal, making over to this Company a property in Land lying within certain exterior boundary lines, the Assembly has omitted a most material fact connected with the regular title to the Company's property, viz. that the Crown Survey which is to distinguish the Lands belonging to other Proprietors lying within the Company's exterior boundaries (and which is therefore absolutely required in order to define what the Company's property is,) is not yet completed.

"In expectation of the completion long ago of the Crown Survey, the New Brunswick Company has already (as the Resolution of the Assembly remarks,) paid over to Her Majesty's Government the sum of £28,125; and we are instructed by the Directors on this occasion to report the statement contained in their Letter to Lord Glenelg, dated 26th February, 1833, namely, that the New Brunswick Company would make provision for the payment of the balance due, but that the Directors would not feel justified in paying any further sums until the Crown Survey was delivered to the Company and duly examined.

"We are also instructed to state that the Company is extremely desirous that the Survey should be completed and delivered to them for examination, when they will also immediately make such arrangements for paying the balance due as the Directors trust will be satisfactory to Your Lordship.

"On the subject of the Company's arrangement for paying the balance, the Directors take this occasion to represent to Your Lordship, that although in the original Contract between the Crown and the Company, the latter was not bound to make settlements, and neither party was bound to make improvements, yet that the Company has actually expended upon improvements and settlements, a sum amounting to not less than £70,000; whilst the Crown on the other hand has not carried into effect the arrangement understood at the time for carrying out the High Road from Fredericton to the Grand Falls.

"Under these circumstances, the Directors take this occasion also to represent to Your Lordship, that in providing for paying the balance, the Company will be entitled either to an abatement, or to an engagement on the part of Her Majesty's Government to carry out the Road as originally designed.

"We have, &c.

(Signed)

"J. BAINBRIDGE.
"W. ANGUS.

"By Order of the Court of Directors."

The Marquis of NORMANBY, &c. &c. &c.

"Downing Street, 17th June, 1839.

"GENTLEMEN—I am directed by the Marquis of Normanby, to acknowledge the receipt of your Letter of the 8th instant, stating that as soon as the New Brunswick Land Company shall have received a complete survey of the land purchased by them, from Her Majesty's Government, they will be prepared to pay the remainder of the purchase money due on that account; Lord Normanby will communicate the substance of your Letter to Sir J. Harvey, (from whom on the 11th instant, he received the further Despatch herewith inclosed,) and will direct him to explain the reasons which have delayed the completion of the Survey so long beyond the time originally expected.

"There is one part of your Letter, however, which Lord Normanby cannot pass over in silence; that, namely, in which you assume that in paying the balance of the purchase money the Company will be entitled to indulgence either by an abatement or otherwise on account of the failure of the Government to complete the Road from Fredericton to the Grand Falls, which you state was "understood" to be contemplated at the time of agreement with the Company. Lord Normanby must distinctly decline to recognize any such claim. He finds that a similar pretention having been advanced during Lord Aberdeen's tenure of Office, His Lordship after carefully examining the Records of this Department, expressed his opinion that there was no ground whatever for recognizing it, and that no such stipulation had been made between Lord Ripon and the Company at the time of the agreement. This opinion you will find in the inclosure of a Letter from Sir G. Grey, to Mr. Bainbridge, of the 9th May, 1835. Lord Normanby desires me to state that he sees no reason to doubt the correctness of the views of Lord Aberdeen. Whether the Road in question shall be immediately completed or not, is a matter on which the Legislature of the Province must decide, and on which Lord Normanby does not feel called on now to express an opinion; but His Lordship would not feel justified in pressing the matter on the Provincial Legislature on the ground that it formed a condition either expressed or implied of the original Contract between Her Majesty's Government and the New Brunswick Company.

"I have, &c.

(Signed)

"HENRY LABOUCHERE."

J. Bainbridge, and W. Angus, Esquires.

C

"Fredericton,