

after they were dislodged. They say, most of them were stolen, or otherwise destroyed; this, however, never could have been substantiated, by evidence. There were but a small quantity of goods, and those of the poorest description, yet they estimated their loss, at three hundred pounds; however, after forcing Col. By to court, together with some of his Officers, and numbers of the people employed, on the Canal, which was attended with great expense, and with much detriment, and hindrance to the works, they did not think it prudent to call on the action. Unpleasant, as must have been such a proceeding, it is evident that Col. By had no alternative; for had he resorted to the tedious process of ejection, these people would have kept possession of the building in defiance of Col. By, for several months, who consequently would have been compelled to discharge for drunkenness, many of the workmen employed in the shops, all of whom were well acquainted with the particular kind of work, required for the service.

Agreeably, to the articles of War, all persons situated on Military ground, either in the capacity of a Tavern Keeper, or as a Shop Keeper, by permission of the Commanding Officer, are subject to military law, and it would therefore, have been a strange case if his Majesty's Government, should have been subjected to the payment of damages, when the Commanding Officer, in the due discharge of his public duty, had not exceeded the powers vested in him.

The result of the several actions, which have now been detailed, prove undeniably, that there has been no abuse of power, throughout the whole proceeding. It further establishes indisputably, the right of the Commanding Officer, to appropriate lands, or materials, required for the Rideau Service, and the decision of the Court, demonstrates, that in every case wherein, his conduct has been called in question, he has exercised a sound discretion, and judgment in the discharge of his duty, to his King, and Country.

In every instance where lands have been taken, the proprietors have been fully remunerated, and as far as possible, even the inconvenience of their removal has been obviated; for whenever it has been desired, they have been allowed to resume such portions of their lands, as were not required for the immediate service of the Canal, by taking a lease of the property originally held by them, at an annual quit rent, not exceeding five per cent, on the sum paid for the land, to the lessee himself. It thus fully appears, that in no case, has injustice been committed, or individual injury been sustained. The leases here alluded to, contain a clause, explicitly laid down, barring all claims for future damages, arising from the works on the Canal, or in case of the resumption, on the part of the Crown, of the property, or any part of it, and authorising its appropriation, whenever the Public service requires it. By these means, damage to individuals has been entirely prevented, and the Public interest effectually secured.

I thus, Sir, conclude my report of the legal proceedings, which have arisen in the progress of your diligent and successful labors, to perfect the most stupendous work of the age. I have been as brief as was consistent with the task of conveying a just knowledge of facts, whence alone could be formed, just opinions of your conduct, through a long

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