

ing about 3000 superficial feet, on which lots Piers are built where ships moor and load in deep water. The Council thus applied the value of deep water lots to a rocky, barren, and unimproved Beach. At this price Mr. Campbell's Beach would amount to about £2300, Bonner and Petry's to about £3500, and Mr. Gilmour's Beach of Wolfe's Cove, which the same Council granted for 5s. per annum, to about £10,000. This absurd valuation the Council reduced by their report of 27th June, 1836, to £1293, which is an admission of their own incorrectness; and the latter valuation is quite as incorrect in principle as the former, as it is £1008 more than the arbitrators' valuation, and £1016 more than the proportionate value of Mr. Campbell's property. Even allowing that the Council were correct in saying that Bonner and Petry's Beach was undervalued, and that they had a right to place their own valuation on it, Bonner and Petry had the same right to say that the land above high water mark was overvalued, and to place their own valuation on it, and insist on the government granting it at such valuation. One party had as much right to alter the award as the other; but whether either part of the property was undervalued, or overvalued, neither one party nor the other had a right to alter the valuation; each party had committed his interest to the arbitration of two honorable men, and neither one party nor the other could refuse to abide by their decision, without violating a principle of common honesty. But how much more aggravated is this violation, when one party has paid, and the other received part of the money awarded by this arbitration, thus broken by the mere power of the stronger party.

It is not the province of Bonner and Petry to enquire into the motives of the Council in thus pertinaciously adhering to a wrongful course; it is to be presumed that those motives were pure, that they were actuated by a conscientious desire as servants of the Crown, faithfully to fulfil a public duty,—to protect the revenue,—to guard against improvident grants, and by giving honest and good advice to the Governor, according to their best judgment, to assist him in administering the government with honor to the Crown, and with impartiality and equal justice to all. Such being the motives which it is presumed actuated the Council in their decision in this unprecedented case, a most extraordinary instance of their defective judgment occurred in a similar case, while this case of Bonner and Petry was before them, which in its consequences will be most prejudicial to the interests of the crown.

Messrs. Pemberton Brothers, and Messrs. Sharples & Son, are occupiers of extensive beach lots, and large tracts of land above high water mark, situate at Sillery Cove, being part of the Jesuits' estates. These lots are leased to them by the Crown, and the leases have now about 16 years to run, during the last 14 years of which they pay a rent to the Crown of about £350. On the 23d July, 1835, these parties petitioned for grants of deep water lots *in front* of their beaches, and the Council recommended that the same should be granted, and Letters Patent were executed accordingly by Lord Gosford, on the 28th day of December, 1835, granting the said deep water lots *for ever*, for an annual rent to the Crown of *fifty dollars*, while Fraser's Patent that was laid before Lord Gosford on the 23d Dec. 1835, five days before Messrs. Pemberton and Sharples, has never yet been executed. The consequence of these grants will be, that whatever may be the value of these Beaches at the end of the leases, the amount will be lost to the Crown, as no person will give any thing for the Beaches, when the deep water lots in front are in possession of another, as the front may be so blocked up by the ships of Messrs. Pemberton and Sharples, that there will be no access to the Beaches by water. Messrs. Pemberton and Sharples can make such a disposition of their ships at their own wharves as will allow *them* to have egress and ingress to the Beaches for passing timber, but other persons who might wish to lease the Beaches cannot do so, nor can they control Messrs. Pemberton and Sharples in the disposition of the ships at their own wharves; these Beaches will therefore be useless as places of deposit for rafts of timber to any other person than the proprietors of the deep water wharves in front, and these gentlemen will have a right to take advantage of their deep water grants, and pay only such nominal rent for the Beaches as they please.

The probable value of these Beaches at the end of the leases may be estimated by the rent of £600, at which the adjoining Beach lot was leased by the Crown to Messrs. Campbell and LeMeaurier about two years ago, it may therefore be fairly calculated that the Beaches of Messrs. Pemberton and Sharples will be worth at least £1000 per annum at the end of the leases, which large sum is thus sacrificed for 50 dollars by an improvident grant of the Council, made to these favoured individuals in the same week, and almost on the same day that Fraser's grant was refused, for a property that never yielded a shilling of revenue to the Crown before, and but for the expenditure of the money of Fraser's representatives, would never have yielded a shilling for the future. It requires the utmost stretch of the imagination to believe it possible, that the same Council who could consider they were doing their duty as faithful servants of the Crown in making a grant by which Crown Revenue would be thus lavishly sacrificed, for