

Mr. Lang, one of the Plaintiffs is the Government Baker at Bytown, and leases a Town lot from the King. Upon this lot, a house was built by Mr. Lang, and an apartment was added to it, in which he sold bread. Upon this house the Government expended a considerable sum of money, sufficient to render it suitable for the Government Baker house. Mr. Lang having also made some improvements on the lot, & laid out some money upon the house, was permitted to occupy it rent free from the year 1827 to the year 1829, in order to reimburse him the sum he had so expended. At the expiration of this period, he took out a lease for thirty years, undertaking to pay the Government the sum of fifteen pounds curen'y per annum. About this time an Officer ordered on the Rideau Service (Capt. Cole) arrived in Bytown, and there being no room vacant in the Barracks to lodge him, Mr. Lang's house was fixed upon as the most eligible. Accordingly Mr. Lang was applied to, and agreed to give it up, on condition that Capt. Cole should pay him the exorbitant rent of Forty Pounds per annum, and that Col. By in addition, should allow him to occupy the building in question, for the sale of his bread; which being vacant, and not immediately required, for any government purpose, Col. By, permitted him to occupy it with the express understanding, and stipulation, that no ardent spirits, or liquors of any description, should be sold on the premises, and if he violated this agreement, Col. By gave him notice, that he should be under the necessity of turning him off, at a moments warning.

The necessity of a restriction of this kind, will be quite apparent, when it is recollected, that the building stands within the pale of the Government ground, where the carpenters, and blacksmiths shops are built, and where the buildings are erected, which receive the stores of every description, for the Rideau service. It must be observed, that Mr. Lang, never went into possession himself, although he had requested the use of it for a particular purpose, but upon his obtaining the key, he entered into an arrangement with Mr. Cornel, one of the plaintiffs, who was to supply goods, and liquors, and between them they engaged Mr. Hill, the other Plaintiff, to sell the said goods for them, whom they put into the house, with a Tavern License. These arrangements were totally unknown to Col. By, and they went on for several months, selling spirits without his knowledge. But when the house was undergoing some repairs, to make it more suitable for a shop, or Tavern, and they were painting the casks, to ornament the Room, Col. By, in passing the building, saw a bottle of liquor, exposed conspicuously in the window. He went, and pointed it out to Lang, and made enquiry if it was his intention to sell liquor in the building, stating to him, that if he had not been the Government baker, and needed the house in that capacity, he could not have allowed him to occupy it, at the same time reminding him of his engagement. Mr. Lang, declared it was not his intention to sell, or allow spirits to be sold there, and Col. By, having always considered him a man of his word, took it for granted he was speaking the truth, and therefore, gave himself no further trouble, or uneasiness about the matter. Shortly after this conversation, the Master Blacksmith laid a formal complaint before Col. By, stating, that it was impossible to proceed with the work, with the required despatch,

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