be drawn into a precedent to govern other cases. This may be quite true, but *very* special as the Council say Mr. Campbell's case was, they made Bonner and Petry's case equally special by their own report of 27th June, 1836, and took Mr. Campbell's case as a precedent for acting on theirs, which was the least they could do, after the very unjustifiable act of refusing to fulfil the award of the arbitrators; but as to any difference between the two cases in point of title, there was none—the Government denied the title of the Nuns of the Hotel Dieu to Mr. Campbell's Beach, as they did the title of the Ursulines to Bonner and Petry's. Mr. Campbell held his property on a long lease from the Nuns, and applied for deep water grants in front of it, which the Government agreed to give, as well as the Beach to the foot of the cliff, on his stipulating to pay such yearly rent to the Nuns as he and they might agree on, for any claims the Nuns might have for a preference. Ultimately Mr. Campbell and the Nuns agreed on the rent of £37 10s., and this agreement is noticed in Mr. Campbell's Patent. In Bonner and Petry's case they also purchased through Mr. Fraser, any claims the Nuns might have for a preference of a grant of their Beach, for which they now pay the Ursulines a rent of £40 per annum. In fact the two cases were so precisely similar, that whatever rule or condition could justly be applied to one case could with equal justice be applied to the other, and it is evident by the report of 27th June, 1836, that this was the opinion of the council *then*, although they have expressed a contrary opinion by the report of 3d August, 1840.

In calling attention to the arbitrary exercise of the power of the Council, in refusing to abide by the award of the arbitrators, after the government had by virtue of it received the £222 for the commutation of the land above high water mark, it is necessary to advert once more to the statement of the Council in the report of 3d August, 1840, that the commutation of the land above high water mark is quite distinct from the Beach, but they use no arguments in support of this statement; it rests solely on their bare assertion; and is as incorrect as many other statements in that report. The two Instruments executed by Lord Gosford, appointing the arbitrators, and to which Mr. Fraser formerly consented, distinctly state, that the government and Mr. Fraser had mutually agreed that Mr. Phillips and Mr. Wood should value the land above and below high water mark, in order thereby to ascertain what Mr. Fraser should pay for a grant of the whole in free and common soccage. These Instruments are dated the same day, and were delivered together to these gentlemen, and they, following their instructions, valued the two parts of the property as grants to one individual, and with reference to the connexion with, and contiguity of one part to the other; but if they had been told that the part below high water mark would not be granted at their valuation, it is evident that their valuation of that part above high water mark must have been very different, for it is comparatively of no value to any other person than the proprietor of the land below high water mark; or if the government had explicitly declared before they received the £222, that they would not grant the Beach at the arbitrators' valuation, most certainly the parties would not have accepted the land above high water mark at the arbitrators' valuation, nor would they ever have taken the trouble to petition for a change of tenure of a property which consists of an almost perpendicular cliff, with a few wooden huts at the foot of it; but trusting to an Instrument, signed by the representative of their Sovereign, they have paid their money for that which has never to this hour been delivered to them. If the parties had acted as the government has done, and had refused to abide by the award of the arbitrators after accepting, and acting upon it, there is no doubt the Crown could compel them by law to fulfil their agreement; but altho' the Crown could sue these parties, they could not sue the Crown, the moral obligation, however, ought to be as binding on the Crown, as the legal obligation was on them. To say then that the valuation of the land above high water mark is distinct from the valuation of the Beach, is incorrect and improper. It is indissolubly connected therewith, and the grant of the Beach at its valuation, was consequent and imperative on the grant of the other part; and the moment the government touched the £222 for the grant of one part, the grant of the other part became irrevocable, because that sum would not have been paid if the government had not promised by Lord Gosford's Instruments, to grant that other part also.

The reason assigned by the Council for recommending the violation of a solemn arbitration entered into between the Crown and a subject, is a broad assertion in the report of 16th Jany. 1836, that the Beach had evidently been undervalued. This assertion is an imputation on the honor of two gentlemen than whom there are not in this community more respectable or more conversant with the value of Beach property; and it is a singular proof of the correctness of their judgement, that they have come to within £7 per annum of the proportionate value of Mr. Campbell's property adjoining, which was valued by Mr. Freer and Mr. Davidson.

Among the Members of the Executive Council who hazarded this bold assertion, there is not one practical man; from their previous pursuits in life they have had no opportunity of acquiring any knowledge of such matters, and they are altogether incompetent to form a correct judgement of the value of Beach property at the Coves. And yet they have presumed to question the motives and the judgement of honorable and practical men. A proof of the Council's ignorance of such matters, is exhibited in the same report of 16th Jany. 1836, in which they recommend that the Beach in question should be valued at 2d. per superficial foot, which is the price government demands for small isolated lots called deep water lots, contain-