

years, to such persons as might be willing to pay an adequate rent for them; the leases to be renewable at the expiration of the term, at an increased rent, not exceeding one fourth of the original rent. In consequence of this order, a great many lots were disposed of to the highest bidders, at different rents, according to the supposed value from the situation, or other advantages they seemed to possess.— A considerable difference thus exists in the rents, paid for lots in Bytown. The lowest sum paid since the original grants being one pound sterling, while some are let so high as ten pounds. It may be proper to mention, that these rents were placed at the disposal of the Commanding Royal Engineer, by his Excellency the Commander of the Forces, and directed by him to be expended upon public improvements for the benefit of the Town; in consequence of which, the streets are well laid out, market houses, and other public buildings, have been erected, and Bytown, is under better regulations, than any Town in the Province.

In the Kings Bench Trinity, Term
First & Second, WILLIAM 4th.

Charles Friel, Plaintiff,

vs.

John By, Defendant.

This is an action of trespass, brought to recover damages, from the defendant, for issuing a distraining warrant, as agent for Government, to recover certain rents due by said Plaintiff, to the Government. The statement of this case, as proven in Court, is as follows. The Plaintiff, in the year Eighteen Hundred, and Twenty-Seven, took possession of certain lots of land, situate in By Town, and for which he agreed to pay a certain sum annually, to Col. By, acting as aforesaid. The lots he fixed upon, being advantageously situated, a higher rent was placed upon them, than upon the generality of the lots in By Town, but not without the knowledge of Mr. Friel, or without his undertaking to pay. In fact, the rent he undertook to pay, was his own voluntary offer, knowing the advantages, the place possessed, over those adjoining. It is usual in granting those lots, for the party to take a lease, from Col. By, which lease, gives the person power to occupy for thirty years, provided they pay the rent annually, Mr. Friel never took a lease, and he being a tenant under the King, held, and now holds his land on sufferance.

The Plaintiff is a Shop-Keeper. The constable went into his shop, with a common Landlords warrant, signed by Col. By, as agent for Government. He distrained goods to the amount of the face of the warrant, and carefully removed them, and impounded them in some safe, and convenient place, of which the Plaintiff had notice. After they had been in custody for two days, the Plaintiff came to me, and paid me his rent, and the costs incurred in making the distress, and his goods were returned to him, in as good order, as they were when removed. The land on which Plaintiff was situated, is land purchased by Lord Dalhousie, on behalf of the Crown, and by him made over, or rather Col. By, was empowered by him, to convert the land, to any use he might think best for the interest of the Crown; always reserving a sufficient quantity for the Rideau Canal.

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