

was, that the beach in question would be granted for an annual rent of about £80, and required to know if it would be accepted, when they replied:—"We never can give such a sum for it," and on his saying it was valued in proportion to Mr. Campbell's beach, Bonner and Petry said, "If that is the case, we will accept it."

As it now became necessary to engross a new Patent with the new valuation, and cancel the old one, containing the arbitrators' valuation, and which was in Mr. Fraser's name, it was suggested that two patents might be prepared granting half the property to Mr. Bonner and half to Mr. Petry in their own names, and with extraordinary speed two patents were issued accordingly, dividing the rent between them, being 6 per cent. on the Council's valuation, of £1,293 6 9.

Bonner and Petry now made it their business to enquire into the rule of valuation applied to Mr. Campbell's property, but the award of the arbitrators in that case, which is usually attached to the patent in the Provincial Secretary's office, was not to be found; after some difficulty, however, they obtained from Mr. Freer, one of the arbitrators on that occasion, a copy of the award which he had fortunately preserved, and now kindly gave up. (*See Appendix 1.*)

By this award, after taking into consideration the sum Mr. Campbell had laid out in Improvements, and the rent of £37 10s. that he paid to the nuns, the arbitrators awarded, that he should pay to the Crown a rent of £10 per annum, which represents a capital of £166 13s. 4d. Mr. Campbell's property is six arpents front, and extends in depth from low water mark to the foot of the cliff, including all the land and houses above high water mark; the property of Bonner & Petry is 9½ arpents front and extends in depth from low water mark to high water mark only, and in the opinion of the Executive Council £1293 for 9½ arpents is in proportion to £166 13s. 4d. for six arpents,—but absurd as such a statement is, it is still more so, when the fact is taken into consideration that the Government had, only nine months before, by virtue of the arbitrators' award, demanded and received from Bonner & Petry, £222 for the commutation of their land and houses above high water mark, and in Mr. Campbell's case his land and houses above high water mark were all included in the valuation of £10 per annum. As the Executive Council no doubt found it difficult to make it appear that £1293 for 9½ arpents was in proportion to £166 for 6, they state in the report, 27th June 1836, that Mr. Campbell pays a rent of £37 10s. to the Nuns, and that he had expended a large sum to make his property available, and that in consequence of this expenditure, and rent to the Nuns, that £166 13s. 4d. was therefore an equitable valuation for his property. This statement and the inference are perfectly correct, but what it is just to give to one individual, it is unjust to withhold from another under similar circumstances; and in Bonner and Petry's case, neither their rent to the Nuns of £40 per annum, nor their expenditure of nearly £3000 to make their property available, nor even the fact of their property extending only to high water mark instead of the foot of the cliff, as Mr. Campbell's did, are noticed at all, no reduction is made in their valuation in consequence, although the Council thought it just to do so in Mr. Campbell's. This attempt, then, to make it appear that in consequence of Mr. Campbell's expenditure and his rent to the nuns, the Council's valuation of Bonner and Petry's property is thereby brought to the proportion of Mr. Campbell's, is a lamentable failure. If Bonner and Petry's property was the same depth as Mr. Campbell's its real value in proportion to Mr. Campbell's would be thus: If the value of 6 arpents front is £166 13s. 4d. the value of 9½ arpents front would be £277 15s. 6d. the valuation then on which these grants were tendered to Bonner and Petry by Mr. Walcott and by report of Council 27th June, 1836, after the Council had set aside the arbitrators' award, and at which valuation only Bonner and Petry accepted them, is £277 15s. 6d. and it is a singular proof of the correctness of the arbitrators' valuation of Bonner and Petry's property, that it is within £7 of the proportionate value fixed by the arbitrators in Mr. Campbell's case, in fact the arbitrators in both cases came within £7 of each others valuation.

By the exercise of the arbitrary power of the Council in refusing to fulfil the award of the arbitrators, Bonner and Petry were now obliged to abandon the maintenance of their claim for the fulfilment of that solemn agreement, as the established law Courts of the Province would afford them no redress against the Crown or its officers, but they lost no time in pointing out to Mr. Walcott that their property had not been valued in proportion to Mr. Campbell's, as he had represented when he offered and they accepted it; but Mr. Walcott would not listen to this remonstrance, and said the business was finished and he would not bring it before the Council again. Bonner and Petry, however, sent in another remonstrance on the 2d September, 1837, but which was never noticed or the receipt of it acknowledged, and a few days before Lord Gosford left the Province the parties obtained, with much difficulty, a short note from the Civil Secretary stating that Lord Gosford had been unable to give the matter further consideration from the pressure of more important business. Sir John Colborne's residence in Montreal prevented it being brought before him. On Lord Durham assuming the Government of the Province, a memorial was presented by Bonner and Petry, and Mr. Buller, Chief Secretary, was disposed to enter into