

Appendix
(D. D.)

7th May.

No. 1.—*Memorial of the Rev. C. Winstanley.*

(Copy.)

To the Right Honorable CHARLES THEOPHILUS, BARON METCALFE, Chancellor of the University of King's College, &c. &c. &c.

The Memorial of the Rev. Charles Winstanley of the City of Toronto.

MAY IT PLEASE YOUR EXCELLENCY,

Your Memorialist feels himself very reluctantly compelled to place before Your Excellency, as Chancellor of the University, the following statement relative to a transaction which he has recently had with the College Council, and which appears to Your Memorialist to be for Your Excellency's interference.

Your Memorialist is a Clergyman in Holy Orders of the Church of England, and came to this country in the Autumn of the year 1843.

One of the principal objects which Your Memorialist had in view in leaving England, was to invest his surplus capital in such a manner as might prove advantageous to his family. Accordingly, since Your Memorialist arrived in this country, he has made various purchases of land in the Township of Scarborough for the purpose of agricultural improvement; and with the view of throwing his separate purchases into one property, and thereby giving unity to his agricultural operations, his investments have generally had reference more to the circumstance of the lots lying adjacent to each other than to their intrinsic value.

The first purchase which Your Excellency's Memorialist made with reference to the subject of this Memorial, was a lot of 70 acres, being the south half of lot No. 34, concession A. in the said Township of Scarborough. The east half of lot 35, lying adjacent, was then held under lease by C. Watkins, Esquire, from the Council of King's College. The soil of the latter half is on the whole of an inferior character, but from the manner in which Your Memorialist proposed to extend his property, it became of considerable importance to him to be possessed of it, even at a price beyond its intrinsic value. Mr. Watkins himself was desirous of selling his lease, but as he had no written agreement with the College Council giving him the right of preemption, and could only assure Your Memorialist of their uniform usage in allowing to lessees the privilege of purchase at the termination of their leases, Your Memorialist did not feel disposed to treat with Mr. Watkins until he had ascertained what prospect he had of a conveyance of the fee from the College Council.

Your Memorialist accordingly, about the latter end of the spring of 1844, instructed his son, Mr. Edward Winstanley, to make the necessary inquiries at the Bursar's office, and if he found that a conveyance could be got, to enter into the requisite contract with the College Council. The result of these inquiries was, that the Council had invariably recognized the right of preemption in lessees, and that in the case of Your Memorialist there could not exist the slightest difficulty in obtaining a deed. It was at the same time intimated by Dr. Boys, the Bursar, that as the Council had not determined on the price of the lot in question, a short delay would necessarily occur till the transaction could be completed, but that as the price was always in the first instance fixed by the Council, the matter would be submitted to that body at their first meeting.

Not having heard anything further on the matter for the next three weeks, Mr. E. Winstanley again called

at the Bursar's office after the lapse of that period, when Dr. Boys apologized to him for the delay that had taken place in ascertaining the decision of the Council as to the price, but he observed that Mr. Winstanley need be under no apprehension on the subject of a sale, and as there would be a meeting of the College Council very shortly, he (Dr. Boys) would take care that the price of the lot in question should not be overlooked. On Mr. Winstanley replying that he would like to know the price as early as possible, inasmuch as he was anxious to close the transaction with Mr. Watkins, who, if any delay should occur, might, in the meantime, dispose of his interest to another party.—Dr. Boys further observed that he (Mr. Winstanley) might set his mind at rest on the subject; that he (Dr. Boys) was well acquainted with the lot in question, which he knew to be very inferior soil,—and he continued, “the minimum price of the College lands is five dollars per acre, and in your case I should certainly say that it will be the maximum also.”

Relying on the uniform, and hitherto invariable usage of the College Council, of giving to their lessees the privilege of preemption, and on the repeated promises made to Mr. E. Winstanley by the Bursar, and confident in the assurance that the good faith of the Council would justify the promises of its officers, Your Memorialist felt no hesitation in purchasing the interest of Mr. Watkins, for which he has actually paid the sum of £150.

For the purpose of still further enhancing the value of his property, and of adding to his own personal comfort and convenience, Your Memorialist had, for some time previous to this purchase, had it in view to erect on his property a dwelling house and offices suitable for the accommodation of himself and his family; and being desirous that his dwelling house should occupy a central position in reference to the acquisitions of surrounding land which he had made or was making, Your Memorialist, immediately on completing his contract with Mr. Watkins, commenced building at the extremity of the lot of land first referred to in this Memorial (being the south half of lot 34,) and immediately adjoining the east half of lot 35, the fee simple of which was still in the Corporation of King's College.

While Your Memorialist's operations were going on, but not until he had expended several hundred pounds in buildings and other improvements, a verbal message was left with Mr. E. Winstanley, by one of the clerks of the Bursar's Office, to the effect that the College Council had decided not to sell the lot in question. No reason was assigned for this very unlooked for proceeding; but on making further inquiries, Your Memorialist learned that the Council has suspended for a time the disposal of their lands, and that Your Memorialist's rights had been sacrificed to a new principle which had been introduced into the management. On Mr. E. Winstanley expressing his surprise to Dr. Boys that a refusal to sell should be given after a distinct promise had been made, Dr. Boys merely observed, “that the Council were very arbitrary, but that he thought he could hold out strong hopes that the lot would eventually be conveyed to Your Memorialist.”

Fearing that the matter had not been fairly represented to the Council by the Bursar, and that he might not have informed that body of the repeated promises made to Mr. E. Winstanley, and believing that the new rule adopted by the Council could have no application to cases where distinct promises had been made, Your Memorialist instructed his son to call upon certain Members of the Council, for the purpose of placing Your Memorialist's interests in a proper light. Mr. E. Winstanley was informed that the suspension of

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