

Government, which induced Her Majesty's Attorney General, to commence a suit against him as the tenant in possession.

"The Crown claimed in this suit, not only the beach up to high-water mark, but also from thence up to Cape Diamond; and Laporte, being thus sued, called upon the Nuns as guaranties of his title: they intervened in the suit, claiming low-water mark as the boundary of their estate.

"Judgment in favour of the Crown, to the full extent of its claim, was given in the Court of King's Bench; against this Judgment the Ursuline Nuns appealed; and in July 1840, Judgment was given against the Crown, as regarded the ground in rear of high-water mark, and establishing in favour of the Crown its title to the ground between high and low water mark.

"It is remarkable, that in the Judgment, the Court of Appeals adopted as high water mark, a line drawn on a plan made by Mr. Saxe, a Deputy Surveyor, who was employed to make a figurative plan of the locality for the assistance of the Court, which line is in fact below the true high water mark made, and was not intended to establish its exact locality, or supported in the proceedings by any evidence, shewing that it was a true line ascertained by actual survey. This line runs in an irregular manner, and cuts through houses and cabins erected on the Cape side of the road to the Coves.

"The Ursuline Nuns and the Crown have both declared their intention to appeal from this Judgment; but the former having failed to put in the necessary security, forfeited their right to appeal, and the Crown has, therefore, the right to insist upon the Judgment as binding, or, on the other hand, to appeal from it, and insist upon a full extent of its first claim.

"On the 7th March, 1839, it was determined, that this lot should be leased for a term of years, and in consideration of large outlays made by Laporte, that he should have the first lease of 21 years, on paying arrears of rent at £10 per annum for eight previous years, and the new rent being £100 per annum, orders were issued to the Attorney General to prepare this lease, but its completion has been prevented by the following circumstance.

"Messrs. J. and J. M. Fraser, while the suit was in litigation, and after the first Judgment in favour of the Crown, procured a grant in perpetuity, from the Ursuline Nuns, of the whole ground to the summit of the Cape, and extending from thence to low water mark; thus assuming to acquire a title to the ground in litigation, under colour of authority from the Messrs. Fraser, Mr. Wm. Lampson has taken violent possession of the beach lot within a few days past. The Committee are respectfully of opinion that it would be inexpedient for the Government to continue the litigation. They also respectfully reiterate their opinion, that the plan of leasing for years is inexpedient. The Committee are further of opinion, that the Government is pledged to Laporte to give him a preference in case of the disposal of the beach lot.

"The Committee are also of opinion, that Messrs. Fraser by assuming to acquire a title to property in opposition to the rights of the Crown, that property being in litigation, has thereby acquired no claim to the favorable consideration of the Government.

"They are also of opinion, that it would be prudent, to avoid the necessity for all further intervention of the Crown in the matter in litigation, to dispose of the property, without guarantee of title. The Committee, therefore, respectfully recommend, that Mr. Laporte be permitted to purchase the beach lot extending to the ordinary depth of 22 feet water, and including all the ground belonging to the Crown in the lot, without reference to the boundary, but without compromising the Seigneurial rights of the Crown, on the property held by the Ursuline Nuns, and that this sale be made on a valuation of the Commissioner of Crown Lands, to be reported to and approved by your Excellency."

Certified,

G. H. RYLAND.

Montreal, 11th May, 1841.