

the following statement be made, "that the application of Laporte, and the Order in Council in Lower Canada, were founded upon the judgment of the Court of King's Bench, and the assumption that the Crown was *the proprietor up to high-water mark*; and that the Judgment of the Court of Appeals, subsequent to such order, and the Titles and possession of the Nuns, proved this assumption to be erroneous." This assertion has already been proved to be incorrect, inasmuch as the decision of the Court of Appeals merely altered the line of high-water mark, but declared, as did the Judgment of the Court of King's Bench, that *up to high-water mark* the Crown was the proprietor of the Beach.

To quote further from the said Report, which states "The law of the land is plain, that where a grant has been made in error, the Crown has been deceived, or the rights of one individual have been granted to his prejudice to another, that the Patent shall be repealed, and set aside—even after it has been signed and sealed;" and also, "In the present instance, the Patent not only has not issued, but the sale to Laporte is not complete, the ground has not been surveyed, nor its value ascertained."

Is it, in the present case, that the term or charge of deception is applicable to Laporte?—was there any attempt on his part, in this transaction, to blindfold the Justice of Government, or to lead the Crown into error—even after the decision rendered by the Court of Appeals, so repeatedly referred to by the Honorable Committee, (although upon erroneous grounds,) as decisive of Laporte being entitled to no claim upon Government—was such at that period the opinion of the Crown on the subject? On the contrary, did not Her Majesty's Government, subsequently, and with a just respect for his rights, strengthen and confirm them by concluding with Laporte a sale of the said Beach lot, which sale (although this statement be the reverse of the assertion made in the Report of the Honorable Committee,) was not only *equitably* but *legally completed*; the *ground* not only *having been surveyed*, and its *value ascertained*, but the *purchase money* also—made ready for payment to the Crown, although the same, to the damage of Laporte, has since remained in an unproductive state.\* The only case, it is suggested, in which the Crown would, or could, consistently, withdraw its promise, or retract its pledge, given to one of Her Majesty's subjects, must be where the conduct of the latter in the transaction has been characterized by flagrant turpitude, and an entire want of good faith—which, unquestionably, is not the position occupied by Mr. Laporte in his dealings in the present case with the Crown.

The Honorable Committee, in their Report, declare "That neither law nor justice can entitle J. B. Laporte, in their opinion, to his claims upon Government; and that he, Laporte, cannot at the present time, consistent with fairness and honesty, demand a grant to him of what, contrary to his statement, belongs to another."—"That the pledge given to him ceased to be binding, the moment that the condition upon which it was given ceased to exist, that the Government intended to make him a grant of property belonging to the Crown, and not of property belonging to the Nuns, and that, in the opinion of the Committee, Laporte cannot compel the Crown to commit an injustice."

It has, it is presumed, been already shown, that in consequence of the erroneous statement, made in the present Report, of the facts relative to the decision of the Court of Appeals, have the Honorable Committee pursued a course of reasoning not at all applicable to the case under consideration, and which alone can account for the assertions above quoted, as also for the opinions therein expressed, and which, obviously, if acted upon would really, under the existing circumstances of the affair, operate as a denial of all justice to the claims of Laporte.

The Honorable Committee, in bringing their elaborate Report to a close, are pleased to remark "that the subject, then under their consideration, was brought to the notice of the Committee in the months of May and December, 1841, and that its difficulty suggested the expedience of making a grant to Laporte, without guarantee of Title; the Executive

\* The amount of purchase money, £2100 Cy. having been deposited in a Bank at Quebec, since the summer of 1842, remains there to the present day in an unproductive state, waiting the delivery of the Letters Patent at the hands of the Crown.