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OF THE

DOMINION OF CANADA.

SESSION 1884.



VOLUME XVII.

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- 18... **UNFORESEEN EXPENSES** :—Statement of payments charged to, by Orders in Council, from 1st July, 1883, to date, in accordance with the Act 46 Vic., chap. 2, schedule B. (*Sessional Papers only.*)
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21b.	Return to Address; Copies of all correspondence, etc., respecting the grant or payment of any subsidies to railways, not already brought down, to date.
21c.	Return to Address; Statement showing: 1. The names of all railway companies which have made application to the Government or Parliament of Canada for subsidies from 1867 up to this date; 2. The names of the railway companies to which have been granted and paid subsidies by the Dominion Government, from 1867 to this date; 3. The sums paid to each of the said railway companies from 1867 to this date; 4. The length of the said Railways; 5. The names of the Province or Provinces traversed by the said railways; 6. The original amount of the mortgage held by the Dominion on the properties of the Northern Railway Company of Canada; 7. Copy of the Order in Council effecting the discharge of the said mortgage in favour of the said company, the date of the said discharge, and the amount of interest accrued on the said mortgage at the date of discharge; and 8. The amounts paid by the Government of Canada, from 1867 to this date, for the extension of the Intercolonial Railway in the City of Halifax. (<i>Not printed.</i>)
21d.	Return to Address; Copies of all correspondence, etc., not already brought down, in reference to subsidies or grants for Manitoba, the extension of its boundaries, the territory disputed between it and Ontario; its school lands, public lands within the Province, and railway questions affecting the Province.
21e.	Return to Address; Copies of all correspondence, etc., respecting the construction or subsidizing of the proposed railway line between Gravenhurst and Callander. (<i>Not printed.</i>)
21f.	Papers respecting aid to Quebec and other Provinces and railway subsidies, as follows:—Memorandum respecting the claim of Quebec; Montreal to St. John, Halifax and Sydney; Irondale, Bancroft and Ottawa Railway; Pontiac Pacific Junction Railway; Ottawa and Gatineau Valley Railway; Napanee and Tamworth Railway; Erie and Huron Railway; Ontario and Pacific Railway; Kingston and Pembroke Railway Company; Railway and Bridge between Jacques Cartier Union Railway Junction and St. Martin's Junction; St. Louis to Richibucto Railway; Hopewell to Alma; St. Andrews to Lachute Railway; Grand Piles to Lac des Iles Railway; Western Counties, Annapolis to Digby Railway; Baie des Chaleurs, Caraquet to Shippigan; Metapediac to Paspebiac; Miramichi Valley Railway; Derby Station to Indian Town (I. C. R. Branch.) (<i>Sessional Papers only.</i>)
21g.	Copy of contract between Her Majesty the Queen, acting in respect of the Dominion of Canada, and therein represented by the Hon. Sir Charles Tupper, K.C.M.G., Minister of Railways and Canals,—and the Northern Pacific Junction Railway Company. (<i>Not printed.</i>)
22...	EXPENSES OF COMMISSIONERS, ETC. :—Return to Order; Return showing the expenses in detail incurred by the several members of the Government, and any other person sent to England or elsewhere, on behalf of the Government, from 16th December, 1880, to the present. (<i>Not printed.</i>)
22a.	Supplementary Return to preceding. (<i>Not printed.</i>)

- No. 23... EMPLOYÉS IN MILITARY DISTRICTS:—Return to Order; Return showing the name of each officer and employé in each Military District, with salary and date of appointment. (*Not printed.*)
- 24... COST OF CONVEYING PRISONERS:—Return to Order; Statement showing the cost per capita of conveying prisoners from county gaols to penitentiaries, in the years 1880-81 and 1881-82. (*Not printed.*)
- 25... DOMINION LANDS:—Return to Order; Return showing the total acres of public land sold during the year 1882, the number of parties to whom sold, the average price, and the total amount received from sales.
- 25a... Return (*in part*) to Address; 1. Copies of all correspondence, etc., with the Land Commissioner at Winnipeg, or other land agent, respecting the withdrawal of lands in the Mile Belt from homestead and pre-emption, and respecting the opening of said lands for homestead and pre-emption. 2. All correspondence, etc., as to the claims of settlers and squatters on such lands. 3. All correspondence, etc., respecting the sale of such lands, etc. 4. All regulations respecting the claims made by settlers or squatters on such land. (*Not printed.*)
- 25b... Return to Order; Return giving copies of all regulations or orders issued concerning the sale or management of Agricultural Lands, Timber Lands, Pasture Lands, Mineral Lands and Town Sites, not covered by the Order of last Session. (*Not printed.*)
- 25c... Return to Order; Representation to the Government on the subject of the simplification of the system of transfer of lands of the North-West. (*Not printed.*)
- 25d... Return to Order; Copies of correspondence, if any, between the Mayor and Council of Winnipeg and the Government, in reference to a grant or lease of the land at Fort Osborne to the city for park purposes. (*Not printed.*)
- 25e... Return to Address; Copies of the Order in Council setting apart lands to be granted to the Qu'Appelle Valley Farming Company; also, all correspondence, etc., in reference to the fulfilment of the terms of said order, and the removal of settlers found on said lands, etc. (*Not printed.*)
- 25f... Return to Order; Return showing the total number of acres of public lands surveyed in Keewatin, Manitoba and the North-West Territories, previous to the year 1883, and the cost per acre of such survey. (*Not printed.*)
- 25g... Return to Order; Return showing the total number of acres of public lands entered as homesteads and pre-emptions during the year 1883, with the number of such entries, etc. (*Not printed.*)
- 25h... Return to Address (Senate); Return showing all Orders in Council, etc., since 1st January, 1882, with reference to the sale of, or the order for the sale of, Ordnance Lands in Sorel Seigniory. (*Not printed.*)
- 25i... Return to Order; Return concerning the sales of Dominion Lands in Manitoba and the North-West Territories during 1882. (*Not printed.*)
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- 25k... Return to Order; Return showing the total number of acres of public lands sold in the year 1883, the average price per acre, and the total amount received from such sales; also, the number of applications under Colonization Plans Nos. 1 and 2, under regulations of December 23rd, 1881, the number of acres granted under each application, etc. (*Not printed.*)
- 25l... Return to Order; Return showing the number of acres or square miles of timbered lands or timber limits sold by the Government since 1st March, 1883, in or convenient to the Bow River country, in the North-West, giving the names of the parties sold to, and the prices paid, etc. (*Not printed.*)
- 25m... Supplementary Return to No. 25b. (*Not printed.*)
- 25n... Return to Order; Return giving copies of all regulations issued concerning the management or sale of Agricultural Lands, Mineral Lands, Timber Lands, Pasture Lands, and Town Sites, since December 23rd 1881. (*Not printed.*)

- No. 25o. DOMINION LANDS:—Return to Order; Return of all Reports not hitherto published, relating to the character and probable resources of the country through which the Canadian Pacific Railway is being constructed, to the north of Lakes Huron and Superior, embracing all information in possession of the Government in respect to the whole of the region intervening, between the Great Lakes and the southern coast of Hudson Bay. (*Not printed.*)
- 25p. Return to Order; Copies of all applications for, etc., and statement of all sales or leases made of Coal Lands in the North-West, not covered by the Returns already ordered; and of the particulars of all conversions of leaseholds into freeholds of Coal Lands; and the payments made under any leases, sales or conversions. (*Not printed.*)
- 25q. Return to Address; Copies of all correspondence between the Provincial Agricultural and Industrial Society, also the Board of Agriculture of Manitoba, and the Government, on the subject of a grant of land in Winnipeg for Exhibition purposes. (*Not printed.*)
- 25r. Return to Order; Return showing the number of acres of Public Lands surveyed in Manitoba and the North-West Territory, in the year 1883, and the cost per acre of such survey. (*Not printed.*)
- 25s. Supplementary Return to No. 25a. (*Not printed.*)
- 25t. Return to Address; Copies of all correspondence, etc., with agents, as to the withdrawal from homestead and pre-emption of all lands south of the main line of the Canadian Pacific Railway; also, the existing regulations in respect to the disposal of said lands. (*Not printed.*)
- 25u. Return to Address; 1. Copies of all correspondence, etc., with agents as to the withdrawal from homestead and pre-emption of the lands south of the Canadian Pacific Railway. 2. All correspondence, etc., as to the claims of settlers or squatters on such lands. 3. All correspondence, etc., respecting the sales of such lands. 4. All sales effected privately up to 1st January, 1884; with the conditions and price. 5. All correspondence, etc., respecting the re-opening of said lands for homestead and pre-emption. (*Not printed.*)
- 25v. Return to Address; 1. Copies of all correspondence, etc., with the agents of the Government respecting the withdrawal from homestead and pre-emption of all lands in the Town Reserve, at Regina, Moose Jaw, and other places in the North-West Territories on the line of the Canadian Pacific Railway, and respecting the re-opening of the said lands for homestead and pre-emption, with the terms and conditions on which so re-opened. 2. All correspondence, etc., as to the claims of settlers and squatters on such lands. 3. All correspondence, etc., respecting the sale of such lands. 4. All regulations, etc., respecting the claims made by settlers or squatters on such lands. (*Not printed.*)
- 25w. Return to Order; Return showing the number of Pasture Land Leases granted in the year 1883, the name of each lessee, the estimated number of acres covered by each lease, the term of each lease, the sum received and to be received upon each lease, and the total number of acres leased, and the total receipts from leases during the year. (*Distribution only.*)
26. VICE-ADMIRALTY COURTS:—Return to Address; Return showing the amount of money paid as the emoluments of their offices, to the Judge, Registrar and Marshal of the Vice-Admiralty Courts at Quebec, Halifax and St. John, respectively; also, a Return showing the number of libels filed and cases tried in the said Courts respectively, from 1st July, 1867, to the present date. (*Distribution only.*)
- 26i. Return to Address; Copies of all dispatches not already brought down, from the Imperial Government, in relation to the Vice-Admiralty Courts in the Dominion, and the change of procedure and practice therein. (*Not printed.*)
27. LIGHTHOUSES:—Return to Order; Copies of all correspondence, etc., in connection with the erection of a lighthouse at Westhavers' Point, Hubbard's Cove, Lunenburg County, and all instructions to the Commander of the steamship "Newfield," or any other officer of the Government, in reference to said lighthouse, under which he acted on 10th June, 1882; also, copy of agreement for the purchase of land for said lighthouse between the Government and C. E. Kaulbach, Esq., M.P. (*Not printed.*)

- No. 27a. LIGHTHOUSES :—Return to Order; Return showing in detail the amounts expended, with vouchers, from 1st January, 1880, in repairs on the Pelée Island, Long Point and Rondeau lighthouses; also, copy of all correspondence between the Government and John Corbett, also William Grubb, or any other person relating to the Pelée Island lighthouse. (*Not printed.*)
- 28... DOMINION MONEY ON DEPOSIT :—Return to Order; Statement showing the amount of money on deposit to the credit of the Government of Canada on 1st January, 1884, together with the names of the banks wherein the said moneys are deposited, with the amount; also the amount at interest, with the rate allowed on the said deposits in each case. (*Distribution only.*)
- 29... RECEIPTS AND EXPENDITURE :—Return to Order; Return of, in detail, chargeable to the Consolidated Fund, from 1st July, 1882, to 20th January, 1883, and from 1st July, 1883, to 20th January, 1884. (*Distribution only.*)
- 29a. Return to Order: Return of, chargeable to the Consolidated Fund, to 10th February, in each of the fiscal years 1883 and 1884. (*Distribution only.*)
- 29b. Return (*in part*) to Order; Statement of, chargeable to the Consolidated Fund, to 20th March, 1883 and 1884, in each year respectively; also, for Return of Exports and Imports to 1st March, 1883 and 1884, respectively. (*Not printed.*)
- 30... INTOXICATING LIQUORS :—Return to Order; Return of all certificates for liquor granted under the Act of 1878 by the physicians of the County of Halton, giving the name of each physician and the number of certificates granted by each, from 1st May to 31st December, 1882. (*Not printed.*)
- 30a. Return to Order; Return showing quantity of intoxicating liquors imported, manufactured and entered for consumption in Canada, during the year ended 31st December, 1883, by Provinces, with the Customs and Excise duties accruing thereon, and the total cost thereof. (*Not printed.*)
- 30b. Return to Address; Copies of all correspondence, etc., on the subject of the importation of liquor into the North-West Territories. (*Not printed.*)
- 30c. Return of liquors sold to parties in the County of Halton, under the Canada Temperance Act, 41 Vic., chap. 16.
- 30d. Return to Order; Return of all certificates given by medical men under the Temperance Act, 1878, in Prince County, P.E.I., since that Act came into force in that County, showing by whom, to whom, and when granted. (*Distribution only.*)
- 30e. Return to Address; Copies of judgment of the Supreme Court of Canada, not already brought down, on the question of the legislative power with reference to the regulation of the sale of intoxicating liquors, and of the judgment of the Judicial Committee of the Privy Council in the case of Hodge against the Queen on the same subject, and of the shorthand writer's notes of the proceedings before the Committee, and of any correspondence in connection with the case; and also, for copies of the shorthand writer's notes of the proceedings before the Committee in the case of Russell and the Queen. (*Sessional Papers only.*)
- 30f. Return to Address; Copies of all correspondence between the Government and the Provinces respecting the Liquor License Act of 1883. (*Sessional Papers only.*)
- 31... CANADIAN PACIFIC RAILWAY :—Correspondence relating to the guarantee by the Government of interest on the stock of the Company.
- 31a. Resolution of the House; Report giving information affecting the Railway, up to the latest date :—1. The selection of the route. 2. The selection or reservation of land. 3. The payment of moneys, subsidy, advance, etc. 4. The laying out of branches. 5. The rates of tolls for passengers and freight. 6. Sundry subjects, construction of bridges, etc. 7. (1.) Transfer and operation of the Thunder Bay section, and (2.) Valuation of the rolling stock to be taken over by the Company.
- 31b. Copies of contracts for the Railway, entered into since last Session of Parliament. (*Sessional Papers only.*)
- 31c. Papers connected with an application from the Company, for an advance, on security, of a sum sufficient to enable them to continue the work of construction. (*Sessional Papers only.*)

No. 31d.	CANADIAN PACIFIC RAILWAY;—Supplementary Return to No. 31a. (<i>Not printed.</i>)
31e.	Copies of correspondence with the Finance Department relating to the affairs of the Company, since the date of the last Return to the House of Commons last Session. (<i>Sessional Papers only.</i>)
31f.	Return concerning the Company:—Pages X to XV, pages 7 to 13 (Appendix No. 3), and pages 152 to 154 (Appendix No. 9) of Departmental Report, also memorandums by Mr. Schreiber, 2nd February, 1884, on location and unfinished work. Profiles from 1 to 16, showing branch lines, main line, and approved sections thereof. Statistical return required by Consolidated Railway Act, and report of payments, etc. (<i>Sessional Papers only.</i>)
31g.	Return to Address; Copies of all contracts made by the Company for the construction of any part of its railway. (<i>Sessional Papers only</i>)
31g-1.	Return to Address; Copy of the instrument of incorporation or association of the North American Contracting Company, and the names of shareholders or associates thereof. (<i>Sessional Papers only</i>)
31h.	Return to Address; Copies of any official or public memoranda, etc., of the Company relative to its position, etc., not already brought down. (<i>Sessional Papers only.</i>)
31h-1.	Return to Address; Statement showing the amount of the subscribed stock of the Company, prior to the authorization for an increase of its capital stock from \$25,000,000 to \$100,000,000, etc. (<i>Sessional Papers only.</i>)
31i.	Return to Address; Copies of all reports, etc., not laid on the Table, respecting the guarantee for the Company; and respecting any proposed modification of that arrangement; also, respecting the postal subsidies. (<i>Sessional Papers only.</i>)
31j.	Return to Order; Statement containing estimates of further sums required to be paid to the contractors for Section B. or to the Company, on account of contract for construction, or of any subsequent agreement. (<i>Not printed.</i>)
31k.	Return to Address; Statement of the cost of the first forty miles west of Callander, built by the company, and the payments in detail made to the Construction Company in respect of the line west to Sudbury Junction or beyond; the cost of any work done by the Company on this section since the cancellation of the contract with the Construction Company up to 31st December, 1883, and the names of the persons with whom contracts for such work were made, with copies of their contracts; like particulars in respect of the line from Port Arthur eastward; and statement of the cost of the Algoma Mills Branch. (<i>Sessional Papers only.</i>)
31k-1	Return to Address; Statement of the mileage built by, and the payments to, the Construction Company, in respect of the railway line from the point 45 miles east of the Saskatchewan going westward; of the cost to the Company of the line from the above point to the summit of the Rockies; of the estimated cost to complete that part of the railway unfinished between Callander and Port Arthur, and separately of the equipment for this part; of the estimated mileage cost of this part, and that of the very heavy section of 100 miles; like statement to complete that part left unfinished between the Rocky Mountains and Kamloops. (<i>Sessional Papers only.</i>)
31k-2	Return to Address; Statement of the mileage cost of the line for the 615 miles west of Winnipeg to a point 45 miles east of the Saskatchewan, and the names of the contractors, with copies of their contracts, including <i>Shepherd</i> and <i>Lanndon's</i> . (<i>Sessional Papers only.</i>)
31k-3	Return to Address; Statements concerning the North American Contracting Company. (<i>Sessional Papers only.</i>)
31k-4	Return to Address; Statement of the consideration paid by the Company for (1) the St. Lin Branch, or Laurentian Railway; (2) the Canadian North-West Land Company's stock; (3) the securities or property of the South Eastern Railway; (4) the charter of the Atlantic and North-Western Railway Company. (<i>Sessional Papers only.</i>)

- No. 31k-5 CANADIAN PACIFIC RAILWAY:—Return to Address; Statement of the net price received by the Company for each lot of ten millions of stock comprising the thirty millions issued to a syndicate, etc.; also, the date and rate at which the twenty millions remaining of the original stock of twenty-five millions was taken, and dates at which the five million dollars was paid thereon. (*Sessional Papers only.*)
- 31l. Return to Address; Copies of correspondence between the Government and the Company, and any other railway company, with regard to the opening of the Union Jacques Cartier Railway. (*Sessional Papers only.*)
- 31m. Supplementary Return to 31k-5. (*Sessional Papers only.*)
- 31n. Supplementary Return to 31k-4. (*Sessional Papers only.*)
- 31o. Supplementary Return to 31k-3. (*Sessional Papers only.*)
- 31p. Return to Order; Map or maps, showing the location of the Railway and branches, so far as approved, and so far as proposed. The lands set apart and those applied for but not yet set apart. (*Not printed.*)
- 31q. Return to Address; Copies of any agreement between the Government and the contractors for Section B, in regard to the transfer of the contract, and of any Orders in Council giving effect to said agreement. (*Sessional Papers only.*)
- 31r. Return to Address; Copy of a Memorial to His Excellency in Council, signed by Frank Moberly and W. A. McCallum on behalf of the inhabitants of Neening, praying for relief with reference to their bonuses to the Prince Arthur's Landing and Kaministiquia Railway Company. (*Not printed.*)
- 31s. Return to Address; Copies of all correspondence, etc., between the Government and the Company, on the subject of immigration to Manitoba and the North-West, together with a Statement showing the amount expended by the Company in promoting such immigration, etc. (*Not printed.*)
- 31t. Return to Address; Copies of all correspondence, etc., relating to the allowances proposed to be paid to the Canadian manufacturers of certain goods required by the Railway; all applications for such allowance, a Statement of the calculations on which the allowances have been based, and the estimate in detail of the probable sums payable out of the Treasury in respect of each class of goods, assuming them to be made in Canada, to the extent of the Company's requirements, and of the *ad valorem* percentages of all allowances on each such class. (*Sessional Papers only.*)
- 31u. Return to Address; Statement showing the names of all shareholders of the Company and the amounts of stock held by each on each of the following days, namely: 14th, 21st, 28th October, and 4th November, 1883. (*Sessional Papers only.*)
- 31v. Return to Address; 1. For a statement of the expenditure in connection with the St. Lawrence and Ottawa Railway. 2. For a statement in full detail of the amount of \$473,000 or thereabouts stated to be for sundry advances, carriers, back charges and other matters. 3. For a statement, in detail, of the payments on account of interest on stock. 4. For copies of all reports, etc., on which the estimates of the Company and Mr. Schreiber, as to the cost of completing the railway are founded. (*Sessional Papers only.*)
- 31w. Supplementary Return to No. 31k-2. (*Sessional Papers only.*)
- 31x. Supplementary Return to Statement No. 31k-1. (*Sessional Papers only.*)
- 31y. Supplementary Return to No. 31k. (*Sessional Papers only.*)
- 31z. Return to Address; Copies of all papers, etc., in connection with all payments or advances to the Company on any account whatever, not included in the statements already brought down. (*Sessional Papers only.*)
- 31aa. Papers in connection with arbitrations arising out of claims in respect to the construction of certain sections of the Railway. (*Sessional Papers only.*)
- 31bb. Copies of letters from Messrs. Manniag, McDonald & Co., of the 7th January, —a and 24th February, 1881, respectively. (*Sessional Papers only.*)

CONTENTS OF VOLUME No. 10.

- No. 32... **BANKS**:—Lists of Shareholders of the Canadian Banks for the year 1883.
- 33... **CIVIL SERVICE**:—Return (Senate) of the names and salaries, etc., of the employés of the Civil Service, also the Officers of the paid Militia Staff, the Senate and House of Commons. (*Sessional Papers only.*)
- 33a. Return (Senate) of the names and salaries of all persons appointed to or promoted in the Civil Service during the year ending 31st December, 1883, specifying the office to which each has been appointed or promoted. (*Sessional Papers only.*)
- 33b. Report of the Examiners for the year 1883.
- 34... **BONDS AND SECURITIES**:—Detailed statement of, registered in the Department of the Secretary of State of Canada. (*Not printed.*)
- 35... **ACCIDENTS ON CANADIAN RAILWAYS**:—Return to Order; Return of accidents and casualties on the railways in Canada for the three years ended 31st December, 1882, with a separate statement for each railway, etc. (*Not printed.*)
- 36... **AGRICULTURE**:—Return to Orders; Statement of the values of agricultural implements, carriages, etc., on which have been based the proposed new specific duties, etc.; also, Statement of the values assigned in making the calculations of the duties to be proposed for the various articles on which specific or combined specific and *ad valorem* duties are proposed to be charged under the Tariff Resolutions. (*Not printed.*)
- 36a. Statement (*in part*) of all expenses incurred by the Committee appointed during the Session of 1882, to enquire into and report upon the operation of the Tariff upon the Agricultural Interests of the Dominion. (*Not printed.*)
- 36b. Return to Order; Copies of all Petitions to the Minister of Agriculture, requesting that prizes be granted for the best essays upon the Agricultural Industries and Mechanical Arts, and that the essays upon these subjects be distributed among the farmers and artisans. (*Not printed.*)
- 36c. Report on Agricultural Statistics of Manitoba and the North-West Territories, for the year 1883. (*Not printed.*)
- 37... **DUFFERIN BRIDGE, OTTAWA**:—Return to Address; Copies of all correspondence, etc., in reference to the remission of duty on the iron imported for the construction of Dufferin Bridge in 1873. (*Not printed.*)
- 38... **DOMINION STATUTES**:—Official Return of the distribution of, being 46 Victoria, 1883. (*Not printed.*)
- 38a. Report of the Commissioners appointed to consolidate and revise the Statutes of Canada. (*Not printed.*)
- 39... **CANADIAN LOANS**:—Return to Order; Copies of all Departmental Orders, etc., as to the proposed Canadian loan of four millions. (*Not printed.*)
- 39a. Return to Address; Copies of all papers, etc., relative to the mission of the Minister of Finance to England, in 1883, for the purpose of making arrangements for the issue of a new loan. (*Not printed.*)
- 40... **EXCHANGE BANK OF CANADA**:—Return to Address; Statement in detail of the account of the Government with the Bank, and all correspondence, etc., relative to any deposits or withdrawals. (*Not printed.*)
- 41... **CENSUS AND STATISTICS**:—Report, required by sec. 25 of the Census and Statistics Act of 1879, of operations and expenses during the calendar year 1883. (*Not printed.*)
- 42... **SESSIONAL RETURNS, EXPENDITURE FOR**:—Return to Order; Statement of the sum expended in each year, since the change of the system, by each Department, out of the lump vote for Sessional Returns. (*Not printed.*)
- 43... **LA COURIER DE ST. HYACINTHE**:—Return to Order; Detailed Statement of the expenditure of the sums of \$5,000 and \$2,688.74, paid to *Le Courier de St. Hyacinthe*. Also, similar particulars with reference to the expenditure of \$3,239.20, for publication of the proceedings of the Royal Society. (*Not printed.*)

- No. 44... **DAMOUR D., DISMISSAL OF:**—Return to Address; Copies of all Orders in Council, etc., in relation to the dismissal of David Damour, heretofore Captain of the Lightship at Isle Rouge. (*Not printed.*)
- 45... **DOMINION STEAMERS:**—Return to Order; Copy of the report of Captain Scott, R.N., and assessors, with the evidence upon the loss of the steamer "Princess Louise." (*Distribution only.*)
- 45a. Return to Order; Copy of contract, etc., entered into by the Government with Jotham O'Brien, for the building of the steamer "Princess Louise"; also copies of all Orders, etc., relating to the towage of the said steamer from Maccan to Halifax; and also any contracts, etc., in reference to the procuring and building of engines for the said steamer. (*Not printed.*)
- 45b. Return to Order; Copies of all reports made by the steamboat inspectors of hulls and machinery, upon the steamers "St. Lawrence," "Prince of Wales," and "Northern Light," since their appointment; and all correspondence, etc., relating to the stoppage of the two former steamers from carrying passengers and freight during the past season or to the employment of the "Northern Light" and "Napoleon III." in their place. Also, copies of all certificates granted to either of said steamers "Northern Light" and "Napoleon III." Also, copies of all correspondence relating to the state of repair of the "Northern Light," or to her being placed upon the slip at Pictou during the past summer. (*Distribution only.*)
- 45c. Return to Order; Return of the names of the several persons who sent in tenders for the construction of a steamer to replace the "Princess Louise," and of the person to whom the contract was awarded; also, copy of specifications furnished parties tendering. (*Not printed.*)
- 45d. Return to Order; Return of a Statement in detail, of the amount paid Mr. Jotham O'Brien on his contract for building the "Princess Louise," together with any certificates upon which the same or any portion has been paid. (*Not printed.*)
- 45e.. Return (*in part*) to Address; Copies of all correspondence, etc., respecting a grant for the winter service performed on the St. Lawrence, between Murray Bay and Rivière Ouelle, by the steamer "Fulger;" also, a Statement of the sums paid, or to be paid, by the Dominion for that purpose. (*Not printed.*)
- 46... **EXPORTS AND IMPORTS:**—Return to Order; Return of the Exports and Imports from 1st July, 1882, to 1st January, 1883, and from 1st July, 1883, to 1st January, 1884, distinguishing the products of Canada and those of other countries. (*Distribution only.*)
- 47... **JACQUES, JAMES H., AND KEARNEY, CHARLES:**—Return to Order; Copies of all correspondence in relation to the appointment of James H. Jacques and Charles Kearney, of Carleton County, N.B., to positions in the Civil Service of Canada. (*Not printed.*)
- 47a. Supplementary Return to preceding. (*Not printed.*)
- 48... **DRAWBACKS:**—Return to Order; Return of all memorials, etc., asking for a drawback on sugar refined in Canada when exported to any foreign country; also, copy of any regulations made for such drawback. (*Not printed.*)
- 48a. Return to Order; Return of all claims presented for drawback on materials used for shipbuilding, for the year ended 30th June, 1883; also, for the six months ended December 31st, 1883, giving the name of the applicant, etc. (*Distribution only.*)
- 48b. Return to Order; Return of all claims presented for drawbacks on goods manufactured for export (not included in the last Return made to this House), showing the names of all applicants, etc. (*Distribution only.*)
- 48c. Supplementary Return to No. 48. (*Not printed.*)
- 48d. Return to Order; Return showing the amount paid, and to whom paid, etc., as drawback on cotton duck used for sails for ships and fishing boats in 1883. (*Distribution only.*)
- 49... **DUSTAN, MR., CLAIM OF:**—Return to Address; Copies of all correspondence, etc., with reference to the claim of Mr. Dustan, of Halifax, for a remission of duty on machinery for a sugar refinery. (*Not printed.*)

- No. 49a. DUSTAN, MR., CLAIM OF:—Supplementary Return to the preceding. (*Not printed.*)
- 50... TIMBER LICENSES:—Return to Address; Return of all Orders in Council, etc., relating to the granting of licenses to cut timber on Indian lands in Ontario, from January, 1875, to date. (*Distribution only.*)
- 50a.. Return to Order; Return showing the total number of timber licenses or permits applied for, and granted, or refused, up to 1st February, 1883, etc. (*Distribution only.*)
- 50b.. Return to Address; Copies of all correspondence, etc., with reference to the granting, cancellation and suspension of licenses to cut timber on the Indian lands near Fort William, on the Fort William Reserve. (*Not printed.*)
- 50c.. Supplementary Return to No. 50a. (*Not printed.*)
- 51... HOME AND INDIAN INSTRUCTION FARMS:—Return to Order; Return showing the number closed since 1st January, 1882; the location, etc., the reason why closed; also the report, or any supplementary report, of T. P. Wadsworth, Inspector of Indian Agencies, for 1883. (*Not printed.*)
- 52... LA CLOCHE ISLAND, ETC:—Return to Address; Copies of all correspondence between the Governments of Ontario and Canada as to the sale of La Cloche Island, near Georgian Bay, or the Duck Islands, and as to the claims of the respective Governments with reference to islands in that neighbourhood.
- CONTENTS OF VOLUME No. 11.
- 53.. INTERCOLONIAL RAILWAY:—Return to Address; Copies of all correspondence between the Local Government and Department of Railways and Canals, respecting railway matters in Nova Scotia since 6th March, 1883.
- 53a.. Supplementary Return to the preceding.
- 53b.. Return to Order; Statement of the revenue and expenses of, for the six months ending December 31st, 1883. (*Not printed.*)
- 53c.. Return to Order; Return of casualties, with cause and loss, etc., from March 1st, 1883, to January 1st, 1884. (*Not printed.*)
- 53d.. Return to Order; Return showing the length in miles of the Railway between Rivière du Loup and Moncton; also, between the boundary of New Brunswick and Truro, together with the original cost of constructing the same, not including the rolling stock. (*Not printed.*)
- 53e.. Return to Order; Statement showing the names, etc., of the several principal officials in the service of the Government on the Railway. (*Not printed.*)
- 53f.. Address to Order; Return showing the number of days and the dates upon which the Intercolonial Board of Commissioners held sittings, from 1st January, 1883, to 31st January, 1884, the number of times each member was absent from meetings, the monthly allowances paid to each member, and the total amount paid to each during the time above named; also, dates upon which meetings were held outside of Ottawa, and where. (*Not printed.*)
- 53g.. Return to Order; Statement showing the amounts derived from sales of buildings on the railway between Hadlow and Rivière du Loup, inclusive; by whom sold, the name of the purchaser, and the price paid for each building. (*Not printed.*)
- 53h.. Return to Address; Copies of all correspondence, etc., with the Intercolonial Board of Commissioners, and a statement of the matters referred to them, subsequent to the period covered by the Return to the Address of last Session. (*Not printed.*)
- 53i.. Return to Order; Copies of arrangements made between the Dominion Government and the Quebec Central Railway Company whereby the said Company enjoys the right of way over that part of the Railway, known as the St. Charles Branch. (*Not printed.*)
- 53j.. Return to Address; Copies of all correspondence, etc., not already brought down, between the Governments of the Dominion and New Brunswick, relating to a claim made by the latter for the balance they claim as due them on that portion of the Railway known as the Eastern Extension, since May, 1876. (*Not printed.*)

- No. 53k. INTERCOLONIAL RAILWAY:—Return to Order; Return showing the quantity of rolling stock purchased for the Railway during the year ending 31st December, 1883; also, what has been built during the year in the Government workshops. (*Not printed.*)
- 53l.. Return to Order; Comparative Statement showing the names, etc., of the employés on the Intercolonial and Prince Edward Island Railways, in the Superintendent's Office, Road Department, Mechanical Department, Stores Department, Accountant's Office; also, the names, etc., of conductors, drivers and station agents on the said respective roads. (*Not printed.*)
- 53 m Copies of Orders in Council appointing three Commissioners to investigate and report on claims arising out of the construction of the railway, etc. (*Sessional Papers only.*)
- 53n. Special Reports of these Commissioners on the claim, viz., of Neilson & McGaw, Duncan Macdonald, Frederick Turgeon, Andrew Johnson & Co., Alexander McDonell & Co., Ebenezer Hicks, Donald Fraser & Co, McBean & Robinson, Martin Murphy, Starr & DeWolf, E. A. Jones & Co., J. M. Blaikie, John Russell, Alphonse Matte, R. H. McGreevy, and Smith & Pitblado. (*Sessional Papers only.*)
- 53o. Return to Order; Statement showing the number of passes, by whom and to whom given, on the Railway, from 1st January, 1874, to 1st January, 1884, in each year. (*Not printed.*)
- 53p. Return to Address (Senate); Return showing the number of free passes on the Intercolonial and Prince Edward Island Railways, issued to persons not actually employed on these railways, between 1st January, 1874, and 31st December, 1883, with the names of the persons to whom, the dates when, and the times or occasions for which the same were issued. (*Not printed.*)
- 54... INSPECTION OF NEWFOUNDLAND HERRING:—Return to Address; Copies of all correspondence between the Governments of Canada and Newfoundland, etc., on the subject of the inspection in Canada of Newfoundland pickled herring imported; statement showing the quantity of Newfoundland herring imported in the different ports of Canada in 1883, the number of barrels and half-barrels of the said fish that have been submitted to our official inspection, and the result.
- 55... BRITISH CANADIAN LOAN AND INVESTMENT CO. :—A list of shareholders and also a statement of its affairs on 31st December, 1883. (*Not printed.*)
- 56 .. ACCOUNTS OF ONTARIO AND QUEBEC WITH CANADA :—Return to Address; Copies of the statements rendered to Ontario and Quebec as to their accounts with Canada; and all Orders in Council, etc., in connection therewith.
- 57... CHABOT, CHARLES, PETITION OF:—Return to Address; Copy of the complaint or petition of Charles Chabot, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 58... CHABOT, LOUIS, PETITION OF:—Return to Address; Copy of the complaint or petition of Louis Chabot, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 59... GOSSELIN, E., PETITION OF:—Return to Address; Copy of the complaint or petition of Eugène Gosselin, of St. Charles de Bellechasse, presented to the Dominion Arbitrators; also, of the record of proceedings before the said Arbitrators, etc. (*Not printed.*)
- 60... FRAUDS ON BONDED WHEAT OR FLOUR EXPORTED :—Return to Order; Copies of all correspondence, not already brought down, with reference to frauds upon the Customs in the export of Canadian wheat or flour in satisfaction of bonds given on the importation of United States wheat or flour. (*Not printed.*)
- 61... DUTY ON GRAIN, COAL, ETC :—Return to Order; Copies of all memorials, etc., relating to the abolition of duty on grain, flour and coal during 1883, and subsequently. (*Not printed.*)

- No. 61a. DUTY ON GRAIN, COAL, ETC.;—Return to Order; Copies of all documents in relation to the abolition of the duties on lumber imported into Manitoba; together with a Statement of the quantity imported into Manitoba, and the duty paid thereon, for the years 1880, 1881 and 1882. (*Not printed.*)
- 61b. Return to Order; Return showing quantity and value of wheat and wheat flour (separately) and duty collected thereon, imported from the United States and entered for consumption, for six months ended 31st December, 1883. (*Not printed.*)
- 62... MCGILLIVRAY, ARCHIBALD:—Return to Order; Copies of all correspondence, etc., respecting the filling of the vacancy caused at Morristown, N.S., by the death of Archibald McGillivray, late Preventive Officer. (*Not printed.*)
- 63... WHEAT, FLOUR, CORN AND CORNMEAL:—Return to Order; Return showing the quantity of wheat and flour, also corn and cornmeal, imported into, and exported from the Dominion, during (1) the five months ended 30th November, and (2) the month of December, 1883. (*Not printed.*)
- 64... COAL:—Return to Address; Copies of any correspondence concerning, or regulations or orders of the United States Government under which Nova Scotia coal imported into the United States ports, is permitted to be used for ocean steamship purposes, without the payment of duty. (*Not printed.*)
- 64a. Return to Order; Statement of all coal entered ex-warehouse, free, or for exportation, during the years ending 30th June, 1882 and 1883. (*Not printed.*)
- 64b. Return to Order (Senate); Return showing quantity of coal carried by the Intercolonial Railway, from points along the line, during the year 1883, showing where delivered and the rate for carriage; and also the coal carried from Nova Scotia by steamboat and sailing vessel to the different ports of the Dominion. (*Not printed.*)
- 65... PORPOISE FISHERY, RIVIÈRE OUELLE:—Return to Order; Copies of the correspondence, etc., respecting the porpoise fishery at Rivière Ouelle, Kamouraska. (*Not printed.*)
- 66... FISHERIES:—Return to Order; Statement showing name, etc., of each vessel that received bounty during the years 1882 and 1883; also name, etc., of each vessel applying for same, and refused, and the grounds of refusal. (*Distribution only.*)
- 66a. Return to Order; Return of all regulations now in force under the provisions of "The Fisheries Act," prohibiting fishing in waters situate in Ontario. (*Not printed.*)
- 66b. Return to Address; Statement showing the number of salmon fishing licenses issued during the years 1881, '82, '83 and '84, from Murray Bay to River au Canard, on the north shore of the River St. Lawrence, with the licensees' names, license fees and other correspondence, etc., relating thereto. (*Not printed.*)
- 67... RECIPROCAL TRADE WITH BRAZIL, WEST INDIES AND MEXICO:—Return to Address; Copies of all correspondence, etc., relating to Reciprocal Trade agreements between the Governments of Brazil, the West India Islands and Mexico, and Canada. Also a statement of the Customs duties imposed by these countries on their imports or exports. A statement of the quantities of the different articles exported to these countries and imported from these countries during the last ten years. A statement of commercial treaties, if such exist, between any of these countries and Great Britain.
- 67a... WASHINGTON TREATY, FISHERY CLAUSES OF:—Return to Address; Copies of all correspondence, etc., having reference to the notice given to the United States Government terminating the Fishery clauses of the Washington Treaty, or relating to any steps taken by the Government, on the subject of the use by American fishermen of the Sea Fisheries of the Dominion in view of the approaching termination of those Fishery clauses.
- 68... FREIGHT CHARGES, DUTY ON:—Return to Address; Copies of all Orders in Council, etc., with reference to the question of duty on freight charges. (*Not printed.*)

- No. 69... CUSTOMS LAWS AND REGULATIONS:—Return to Address; Copies of all correspondence, etc., between the Governments of the Dominion and the United States, and the United States National Distillers' Association, in relation to the modification of the existing Customs laws and regulations of this Dominion, and all Orders in Council, etc., in relation thereto. (*Not printed.*)
- 69a. Return to Address; Copies of all correspondence, etc., between the Governments of Canada and the United States, or the British Minister at Washington, having reference to excessive Customs duties on hay grown in and exported from Canada to the United States, and the refunding of the same. (*Distribution only.*)
- 70... QUEBEC PROVINCIAL SUBSIDY:—Return to Address; Copies of correspondence between the Dominion and Quebec, in relation to the claims of that Province against the Dominion.
- 71... FINES AND SEIZURES AT PORTS OF ENTRY:—Return to Order; Statement showing the number of seizures made at each port of entry in the Dominion during the fiscal year 1882-83; also, during the six months ending 31st December, 1883; the amount of fines exacted, and how disposed of, etc. (*Distribution only.*)
- 71a. Return to Order; Copies of correspondence, etc., respecting the seizure of coal oil barrels at Sandwich, Windsor and Walkerville. (*Not printed.*)
- 71b. Return to Order; Copies of all correspondence relating to the seizure of tobacco from the brig "Adeline," and the inquiry held the 17th to the 21st May, 1881, at the request of Messieurs Lemessurier & Fils. (*Not printed.*)
- 72... ISLANDS LEASED IN LAKE ONTARIO AND THE ST. LAWRENCE:—Return to Order; Return showing name and location of such islands as are leased in Lake Ontario and the St. Lawrence River. (*Not printed.*)
- 73... GRINDING IN BOND:—Return to Address; Copies of all Orders in Council, etc., not already brought down, on the subject of grinding in bond, or for the import of wheat and flour of United States growth or manufacture; also, for all correspondence on the subject of the transport of Canadian wheat into or through the States, and of all regulations of the United States Customs affecting such transport. (*Not printed.*)
- 74... INDIAN HARBOUR, N.S., BREAKWATER:—Return to Order; ^{W.B.G.} Copies of all papers, etc., relating to the building of a breakwater at Indian Harbour, Guysboro', N.S. (*Not printed.*)
75. BOUNTY ON MANUFACTURED IRON:—Return to Address; Copies of all correspondence, etc., on the subject of the bounty on manufactures of iron. (*Not printed.*)
76. HIGH COMMISSIONER:—Return to Address; Copies of all Orders in Council, correspondence, etc., touching the appointment of the present High Commissioner of Canada in London; the discharge of the duties of the Minister of Railways during his absence in England as High Commissioner; and the discharge of the duties of the High Commissioner during his absence in Canada, as Minister of Railways. (*Distribution only.*)
- 76a. Return to Order; Copies of all correspondence relating to any payments, claims or allowances on any account whatever in respect of the office of High Commissioner, not already brought down in separate Statements, in detail, in respect of the office during its tenure by Sir A. T. Galt, and by the present incumbent respectively, and an Estimate, in detail, of all sums payable up to this date, and yet unpaid; also, all correspondence, etc., as to the letting of a residence for the High Commissioner. (*Distribution only.*)
- 76b. Supplementary Return to No. 76. (*Not printed.*)
- 76c. Return to Order; Copies of all reports of the High Commissioner on the subject of immigration to Canada; not already brought down. (*Distribution only.*)
- 76d. Supplementary Return to No. 76. (*Not printed.*)

- No. 76c. **HIGH COMMISSIONER**:—Return to Order; Copy of the letter of the Minister of Agriculture of 5th July, and all cablegrams addressed to the High Commissioner, calling his attention to the demand existing in Canada for the labouring classes, and informing him that notwithstanding the large immigration which has taken place, the requirements are still unsatisfied. Also, copies of special circulars issued by the steamship companies, quoting the Minister's cable messages by request of the High Commissioner. Also, copies of the cuttings from the London newspapers on the subject, forwarded by the High Commissioner. Also, copies of all cablegrams from Canada, and cuttings from Canadian newspapers, transmitted to England; and all correspondence obtainable on the subject of the labour demand in this country. (*Not printed.*)
77. **OATHS TAKEN BY GOVERNORS**:—Return to Address; Copies of the Oath or Oaths required to be taken by Governors General of Canada, also by Lieutenant-Governors of Quebec, before entering upon the discharge of their duties as such. (*Sessional Papers only.*)
- 77a. Return to Address; Copies of the Commission appointing His Excellency the Governor General of Canada; the Oath or Oaths required to be taken, and the instructions accompanying the Commission, &c. (*Sessional Papers only.*)
- 77b. Return to Address; Copies of the Commission appointing the several Lieutenant-Governors of the Province of Quebec, to wit: Sir Narcisse Fortunat Belleau, René Edouard Caron, Luc Letellier de St. Just, and Théodore Robitaille; the Oath or Oaths required to be taken; and the instructions accompanying the respective Commissions, etc. (*Sessional Papers only.*)
78. **DESSERTERS FROM U. S. ARMY**:—Return to Address; Copies of all papers, etc., relating to the arrest, in Canadian Territory, by a detachment of United States soldiers, of Henry Watson, said to be formerly a resident of Nova Scotia, and Franklin Switzer, said to be formerly a resident of Kingston, Ontario, and a person surnamed Ellsworth, who were alleged to have deserted from the United States Army. (*Not printed.*)
79. **INDIANS**:—Return to Address; Copies of all correspondence, etc., respecting the Indian Agent's Office in Toronto, now removed to Ottawa, with a statement showing the names, etc., of all parties since appointed to discharge the duties formerly performed by the Toronto Agency; the amount of money paid to the Indians by each; the number of families in each Agency, etc. (*Not printed.*)
- 79a. Return to Order; Copies of all correspondence between the Superintendent of Indian Affairs in British Columbia, or any other person, and the Dominion Government, respecting the recent troubles with the Indians at Metlakatla, and Fort Simpson. (*Not printed.*)
80. **MANITOBA ELECTORAL DIVISIONS**:—Return to Order; Return showing the metes, bounds, etc., of each of the Electoral Divisions in Manitoba as represented in the House of Commons of Canada; also, the successful candidates, and when there was a contest, the number of votes cast for each. (*Not printed.*)
81. **ESQUIMALT AND NANAIMO RAILWAY**:—Return to Address; Copies of all correspondence not yet laid on the Table between the Governments of Canada and British Columbia, on the subject of the construction of the Esquimalt and Nanaimo Railway. (*Distribution only.*)
82. **SUPPLY FARM, No. 20, ON FISH CREEK**:—Return to Address; Return showing all Orders in Council, etc., respecting the sale of Supply Farm No. 20, on Fish Creek, near Calgary. Also, a Return showing: 1. The number of acres under cultivation at the time of sale. 2. The buildings thereon and the cost thereof. 3. All applications for the purchase of said farm. 4. A copy of the agreement entered into between the Government and the purchaser. 5. The price agreed to be paid and how paid or payable. 6. And copies of all correspondence between the Government and any person, respecting said farm. (*Not printed.*)
83. **DORION, E., AND LECLERC, M., CLAIMS OF**:—Return to Address; Copies of the claims of Eustache Dorion, Pilot, and Moise Leclerc, Bailiff, of Lauzon, presented to the Dominion Arbitrators in December, 1883; also, all the record of proceedings in the case. (*Not printed.*)

- No. 84... HUDSON BAY NAVIGATION :—Return to Address ; Copies of all correspondence between Canada and the Imperial authorities or with Manitoba, or other parties, on the subject of the navigation of the Hudson Bay, not already brought down. (*Not printed.*)
- 85... McLENNAN, R., CLAIM OF:—Return to Order ; Copies of all correspondence, etc., with reference to the claim of R. McLennan to Section 31, Township 21, Range 27 West, North-West Territory. (*Not printed.*)
- 86... PROPOSED FACTORY BILL :—Return to Order ; Copies of all correspondence with the Manufacturers' Association, or the Trades and Labour Council, etc., on the subject of the provisions of the proposed Factory Bill. (*Distribution only.*)
- 87... BAPTISMS, MARRIAGES AND BURIALS :—General statements and returns of, for certain districts of the Province of Quebec, for the year 1883. (*Not printed.*)
- 88... DRILL SHEDS :—Return to Order ; Copy of advertisement asking for tenders for the removal and rebuilding of the drill shed in St. Thomas, Ontario ; also for tenders received, marking the one accepted, with statement of total cost of work done. (*Not printed.*)
- 88a... Return to Address ; Copies of the contract awarded for the rebuilding of the drill shed at Montreal, and all reports on the state of the old drill shed and the work to be done ; also, copies of all Orders in Council, etc., modifying the terms of the contract, etc., between the Government and the contractor. (*Not printed.*)
- 89... SCHOOL OF NAVIGATION AT QUEBEC :—Return to Address ; Copies of all correspondence in relation to the School of Navigation at Quebec, and asking for a subsidy from the Dominion for said school. (*Not printed.*)
- 90... ORDINANCES RELATING TO N.W.T. :—Copy of a Despatch, dated the 1st November, 1883, from the Lieutenant-Governor of the North-West Territories, together with copies of the ordinances passed at a legislative session of the Council of the North-West Territories, and transmitted in accordance with Section II. of "The North-West Territories Act, 1880." (*Not printed.*)
- 91... NORTH CAPE AND EAST POINT PROPOSED SIGNAL STATIONS :—Return to Order ; Copies of all correspondence, etc., between the Government and any other parties, relating to the erection of signal stations at the lighthouses at North Cape and East Point, in Prince Edward Island, and the construction of two short lines of telegraph, connecting the same with the telegraph system of Prince Edward Island and Canada. (*Distribution only.*)
- 92... COST OF HEATING PUBLIC BUILDINGS :—Return to Order ; Statement for each year, since the change in the system, of the cost connected with the heating of Public Buildings (including wages as well as fuel.) (*Not printed.*)
- 93... POST OFFICES AND CUSTOM HOUSES :—Return to Order ; Return giving the name of each city, town and village, with the population, in Canada, in which public buildings (Post Office or Custom House, or both) have been erected, or are in course of erection, since 1st January, 1874, together with the cost and estimated cost of each ; also, a Statement showing the revenue derived from the public offices in each such city, town or village. (*Distribution only.*)
- 93a... Return to Order ; Copies of the reports of architects, in connection with the selection of a site for the Amherstburg Custom House and Post Office. (*Not printed.*)
- 93b... Return to Order ; Return giving the quantity of land bought, and price paid, &c., for lands at Amherstburg, required as sites for Custom House and Post Office buildings. (*Not printed.*)
- 93c... Return to Order ; Copies of all correspondence, etc., relating to the construction of the Post Office and Custom House at St. Thomas. (*Not printed.*)
- 94... PORT STANLEY HARBOUR :—Return to Order ; Copies of all statements, in reference to the revenue of Port Stanley Harbour, made by the Great Western Railway Company under the terms of their lease of that harbour, and all reports of Government Engineers in regard to the condition of that harbour. (*Not printed.*)

- No. 95... **ANTIGONISH PUBLIC BUILDING**:—Return to Order; Statement of the amount expended in connection with, also copies of all correspondence relating to the public building at Antigonish, from November 1st, 1881, to the 15th January, 1884. (*Not printed.*)
- 96... **BREAKWATERS**:—Return to Order; Copies of all correspondence and all engineers' reports for the past two years, regarding the Ingonish Breakwater. (*Not printed.*)
- 96a. Return to Order; Copies of all correspondence, etc., with the Government, in relation to the construction of a breakwater at Point Escuminac, in the Bay of Miramichi, N.B. (*Not printed.*)
- 96b. Return to Order; Copies of contract entered into by John Sinnot for the building of a breakwater at the mouth of St. Peter's Harbour, King's, P.E.I.; statement of all amounts paid for such work; also the names of the sureties and inspector. (*Not printed.*)
97. **ESQUIMALT NAVAL STATION**:—Return to Address; Copies of all correspondence between the Dominion and the Imperial Governments in reference to the continued maintenance of the Naval Station at Esquimalt and the continuous presence of at least one of Her Majesty's ships in British Columbia waters. (*Not printed.*)
98. **ESQUIMALT GRAVING DOCK**:—Return to Address; Copy of Order in Council passed in September, 1883, providing for the payment of \$130,000 to British Columbia, on account of Esquimalt graving dock. (*Distribution only.*)
99. **JEMSEG, QUEEN'S, N.B., DREDGING AT**:—Return to Order; Copies of report of surveys made with a view to dredging at Jemseg, Queen's Co., N.B., and all correspondence, etc., relating thereto. (*Not printed.*)
100. **SWAN CREEK, N.B.**:—Return to Order; Copies of all reports of surveys made with a view of improving the navigation of Swan Creek and Swan Creek Lake, Sunbury, County, N.B., by dredging or otherwise, and all correspondence referring thereto. (*Not printed.*)
101. **MCCOURT, D., DISMISSAL OF**:—Return to Order; Copies of all correspondence, etc., with reference to Daniel McCourt, lately dismissed from his office as lock tender on the Cornwall Canal, with the date of his appointment, and his age at the time of his dismissal. (*Not printed.*)
102. **ADMINISTRATION OF THE AFFAIRS OF THE N. W. T.**:—Return to Address; Copies of all representations, etc., of the North-West Council, sent to the Government of Canada, on the subject of the administration of the affairs of the North-West Territories, and the complaints made by, and the grievances of the inhabitants of such Territories. (*Not printed.*)
103. **CHAPLEAU, S. J. St. O.**:—Return to Address; Copies of all correspondence, etc., respecting the appointment of Samuel J. St. Onge Chapleau, as a Sheriff in the North-West Territories; also, all complaints and charges, etc., against him while an employé in the Department of Railways and Canals, and the resolutions dispensing with his services in that department. (*Not Printed.*)
104. **RICHELIEU AND ONTARIO NAVIGATION Co.**:—Return to Address (Senate); Copy of the lease by which the Richelieu and Ontario Navigation Company is in possession of the land upon which are built the barracks situated in the town of Sorel, P.Q. (*Not printed.*)
105. **RAILWAY RESERVE ON VANCOUVER ISLAND**:—Return to Address; Copies of all correspondence, etc., relative to the rights of settlers or squatters on the railway reserve, Vancouver Island. (*Not printed.*)
106. **IMMIGRANTS**:—Return to Order; Return showing, approximately, the number of immigrants who are supposed to have settled in Ontario in the years 1879, '80, '81, '82 and '83, respectively. (*Not printed.*)
- 106a. Return to Order; Return of the number and names of the Immigration Agents employed during the year 1883, with the dates of their appointment, etc.; also, the number still employed, with their salaries and expenses. (*Not printed.*)

- No. 106b IMMIGRANTS :—Return to Order; Statement of the number of persons entering, also leaving, Manitoba by rail, during each month of the year, 1883; also, copies of all correspondence, etc., on which are based the estimates made by the Government of the number of immigrants who have settled in each Province, and in the North-West Territories, during the year; also the number of Canadians who have left the Dominion during the year. (*Not printed.*)
- 107... LIGHTS ON THE ST. LAWRENCE BELOW QUEBEC :—Return to Address; Copies of all petitions, etc., asking for the placing of lights on the River St. Lawrence, north of the Island of Orleans, in the County of Montmorency, in order to protect and facilitate navigation. (*Not printed.*)
- 107a. Return to Order; Copies of all correspondence in relation to the placing of gas floating lights in the River St. Lawrence, below Quebec, for the better guidance of steamers and sailing vessels navigating the said river. (*Not printed.*)
- 108... MILITIA :—Return to Order; Copies of all correspondence regarding the purchase of tents during 1883, by the Department of Militia and Defence. (*Not printed.*)
- 108a. Return to Order; Copies of all correspondence, etc., in connection with the purchase of Moccasins by the Department of Militia and Defence, during the year 1883. (*Not printed.*)
- 108b. Return to Order; Return showing the number of officers, non-commissioned officers and men at present comprising A, B and O Batteries, the Cavalry School and the Schools of Infantry. Also, a Return giving the names, dates of appointment, etc., of the commissioned officers of A, B and O Batteries, the Cavalry School and the three Infantry Schools, distinguishing such as are graduates of the Royal Military College. (*Not printed.*)
- 108c. Return to Order; Copies of all accounts and vouchers, including transport requisitions, rendered by the Canadian Express Company to the Department of Militia and Defence, for transport during the months of May, June, July, August and September, of 1883. (*Not printed.*)
- 108d. Return (*in part*) to Address; Copies of all letters of complaint, and replies thereto, etc., respecting the conduct of Major-General Luard at Oubourg, or elsewhere, sent by Lieut.-Col. A. T. Williams, M.P., or any other person, to the Government. (*Not printed.*)
- 108e. Supplementary Return to the preceding. (*Not printed.*)
- 109... DEWDNEY, LIEUT.-GOV. N. W. T.:—Return to Address; Copies of all correspondence, etc., respecting the appointment of an Administrator of the Government of the North-West Territories in the absence of Lieutenant-Governor Dewdney. All correspondence respecting any mission entrusted to said Lieutenant-Governor, the nature, and the instructions given, etc. (*Not printed.*)
- 110... KINGSVILLE HARBOUR WORKS :—Return to Order; Copy of all petitions, etc., respecting the Kingsville Harbour Works. (*Not printed.*)
- 111... DRAINING OF LAND IN MANITOBA :—Return to Address; Copies of all reports, etc., not already brought down, in reference to the improvement of Fairford River, the outlet of Lake Manitoba; the removal of the sand bar at the mouth of Red River, and the obstructions in Nelson River, the outlet of Lake Winnipeg, with a view to draining the submerged lands in the Province of Manitoba. (*Not printed.*)
- 112... AMERO, ROGER, ARREST OF, ETC. :—Return to Address; Copy of despatches in reference to the arrest and indictment of Roger Amero, a French Acadian, belonging to Digby, N.S., discharged from custody on an indictment for murder, in Massachusetts, U.S. (*Not printed.*)
- 113... PUBLIC HEALTH OFFICERS :—Return to Order; Return showing the names and salaries of Public Health Officers appointed in the various cities of Canada; also, copy of instructions issued to and all reports made by such officers. (*Not printed.*)
- 114... LAKES HURON AND SUPERIOR HARBOURS :—Return to Address; Return of all correspondence between the Governments of the Dominion and Ontario, in reference to the disposal by the latter of lots, covered by water in the harbours of Lakes Huron and Superior, to private individuals. (*Not printed.*)

- No. 115. WELLINGTON BRIDGE, MONTREAL:—Return to Order; Copies of all correspondence relative to the necessity of further accommodation for foot passengers at Wellington Bridge, Lachine Canal. (*Not printed.*)
- 116 GRAND TRUNK RAILWAY COMPANY:—Return to Address; Copies of all correspondence between the Government of Canada, Sir John Rose, and Messrs. Baring & Glynn, the Financial Agents of the Dominion, in 1875, in relation to the conduct of Mr. Potter, the President of the Company, in decrying the credit of Canada, also the credit of the Province of Quebec, in relation to the effort of the latter to effect a loan in London, or the credit of that Province for the construction of railways therein; also, copies of all correspondence etc., written by Mr. Potter, as President of the Company, reflecting upon or discrediting the credit of Canada, or the Province of Quebec, which led to the writing of the letter or letters to Sir John Rose, before referred to (*Not printed.*)
- 116a Correspondence respecting an agreement for the sale of the western section of the Quebec lines of the North Shore Railway to the Canadian Pacific Railway Company. (*Sessional Papers only.*)
117. THE QUEEN vs. MERCER:—Return to Address; Copies of the short-hand writers' notes of the proceedings before the Judicial Committee of the Privy Council in the case of the Queen and Mercer, and of the judgment of the court in that case; also, copies of all correspondence and the costs incurred by the Government in connection therewith; also, statement of any proceedings taken by the Government in matters of escheat in any of the Provinces, and for copies of all correspondence, etc., connected with all applications to the Government as to escheated lands, since Confederation, not already brought down. (*Sessional Papers only.*)
- 117a Supplementary Return to the preceding. (*Not printed.*)
118. JUDICIAL SALARIES, RE-ADJUSTMENT OF:—Return to Order; Copies of any correspondence on the subject of the increase or re-adjustment of the judicial salaries, from the 1st January, 1882. (*Not printed.*)
119. ROBERTSON AND WALLACE, CLAIMS OF:—Return to Order; Copies of all correspondence, etc., connected with the disposal of the west half of Section 6, Township 2, Range 14, west of the principal meridian, Manitoba, and particularly of all papers connected with the claims of John Robertson and of one Wallace to the said lot. (*Not printed.*)
120. FORT McLEOD TOWN SITE:—Return to Address; Copies of all Orders in Council, etc., respecting a town site at Fort McLeod. (*Not printed.*)
121. YAMASKA RIVER AND LAVALLIÈRE BAY:—Return to Order; Copies of the report of Mr. Guerin, Civil Engineer, respecting the explorations made by him on the Yamaska River, and in the neighbourhood of Lavallière Bay (*Not printed.*)
122. LAVAL UNIVERSITY:—Return to Address (Senate); Copies of all correspondence addressed to the Secretary of State for the Colonies, through the Secretary of State for Canada, concerning Laval University of Quebec, since March, 1880 to date. (*Not printed.*)
123. LIFE SAVING CREW AT PORT ROWAN:—Return to Order; Copies of correspondence in reference to a charge against the Captain of the Life Saving Crew at Port Rowan, Norfolk, Ontario, in not saving the lives of the crew of the barque "Fitzgerald," in November, 1853. (*Not printed.*)
124. WHARVES:—Return to Order; Copies of tenders for the extension of the wharf at St. Jean Port Joli, also, of the contract awarded, if such contract was awarded; a Statement of the amount expended, the work done, etc., last year, with the names of the persons, if any, in charge. (*Not printed.*)
- 124a Return to Order; Report and plans of the surveys made last summer, in St. Anne and St. André, Kamouraska. (*Not printed.*)
- 124b Return to Order; Copies of all correspondence in reference to the erection of a public wharf and bridge at Upper Woods Harbour, Shelburne, N.S. (*Not printed.*)
125. N.-W. MOUNTED POLICE:—Report of the Commissioners of, for 1883.

- No. 126. PRINCE EDWARD ISLAND:—Return to Address; Copies of all Orders in Council relating to any claim made by the Government of Prince Edward Island for compensation for money expended in constructing or repairing piers in that Province, and to the examination of, and report upon the piers of that Province. (*Not printed.*)
- 126 i. Return (*in part*) to Order; Copies of all contracts or agreements entered into by the Postmaster General, since the last session of the late Parliament, for the conveyance of the mails to and from Prince Edward Island, and all correspondence relating to steam communication between the Island and the Mainland while the navigation remains open, and, also, to the winter crossing between Capes Traverse and Tormentine. Return of all trips made by the "Northern Light" during the winter of 1881-82, with her receipts for freights and passage moneys, and the expenses of her management and running; also, copies of all instructions issued to the agent of the Marine and Fisheries Department in Prince Edward Island, relating to the running of the "Northern Light" during the present season, and all correspondence on that subject. Copies of all correspondence, etc., relating to the survey or construction of the railway authorized to be built between Cape Traverse and the main line, on Prince Edward Island. (*Distribution only.*)
- 127... ALPHONSE AUDET, APPOINTMENT OF:—Return to Address; Copies of Orders in Council appointing Alphonse Audet to his present position in the Civil Service. (*Not printed.*)
- 128... LAKE ERIE HARBOURS:—Return to Order; Return of all reports of Government engineers, respecting the construction of a harbour of refuge at Port Stanley or Port Burwell, on Lake Erie, together with the estimated cost of each. (*Not printed.*)
- 128a. Return to Order; Return of all reports of engineers, respecting the construction of a harbour on Lake Erie, in Essex, whether at Leamington, Kingsville or elsewhere, together with the estimated cost of said harbour at each place. (*Not printed.*)
- 129... SKIFFINGTON vs. MICHAUD & DUMAIS:—Return to Address; Copies of all reports, etc., in relation to the action brought by one Skiffington against Thomas Michaud and Florian Dumais, of St. Pascal, in 1871, before the Justices of the Peace, together with copies of the complaints, etc.; also, charges made against the said Skiffington, or respecting him, as to the non-payment of the costs attending the actions by him instituted and dismissed with costs against him. (*Not printed.*)
- 130... DOMINION ARBITRATORS:—Return to Address; Statement giving the names of the Official Arbitrators and secretaries to Arbitrators, appointed to office, with date, salary and duration of office, since 1st July, 1867, up to the present time. In case of appointment having been made, or salaries increased, by Order in Council, copies of such Orders to be annexed to the Statement. (*Not printed.*)
- 131... RIVER ST. FRANCIS, EXPLORATIONS ON:—Return to Order:—Copies of the report of Mr. C. Michaud, Civil Engineer, as to the explorations made by him last autumn on the River St. Francis, with the object of establishing booms upon it. (*Not printed.*)
- 132... CARON, CLOVIS, FISHERY OVERSEER:—Return to Order; Copies of all complaints, etc., made against Clovis Caron, Fishery Overseer, for the Counties of Bellechasse, Montmagny, L'Islet and Kamouraska; also of all documents relating to his appointment to that position, and his duties as such. (*Not printed.*)
- 133... SHIP "BRITANNIA," LOSS OF:—Return to Address (Senate); Copies of all papers connected with the enquiry into the loss of the ship "Britannia," which struck on the North East Bar of Sable Island on the night of the 3rd September, 1883 (*Not printed.*)
- 134... NOVA SCOTIAN RIVERS:—Return to Address (Senate); Copies of all Reports made between 1st March, 1881, and 31st December, 1882, by F. H. D. Veith, Esq., upon the condition of the rivers in Nova Scotia, and in connection with the Fisheries in that Province.
- 135... GEOLOGY OF VICTORIA, INVERNESS AND RICHMOND COUNTIES:—Return to Order; Copies of the Geological Reports made by Mr. Hugh Fletcher, of the Counties of Victoria, Inverness and Richmond, with the maps accompanying the same (*Not printed.*)

- No. 136. DRUMMOND AND MACLEAN, ROGER & Co. :—Copy of an indenture relative to certain contracts entered into by George P. Drummond, and transferred by the said Indenture to Messrs. Maclean, Roger & Co., with the assent of Her Majesty. (*Not printed.*)
- 137... PERSONS CONFINED AFTER SENTENCE IN 1882 :—Return to Address (Senate) ; Return showing, for the year 1882, the number of persons confined after sentence in the prisons, reformatories and gaols, under the control of the local authorities of the several Provinces, the offences of which they were convicted, and the length of the sentence. (*Not printed.*)
- 138... G. B. BURLAND & Co. :—Return to Order ; Copies of all correspondence in reference to any contract or contracts for lithographing entered into between G. B. Burland & Co., of Montreal, and the Dominion, showing what offers, if any, have been made by other parties for the performance of similar work, the names and addresses of such parties, and the scale of prices upon which such offers were based ; also, the scale of prices agreed upon between the Government and the said G. B. Burland & Co., or any other person. (*Not printed.*)
- 139... HUGHES, D. J., JUDGE :—Return to Address ; Copies of all petitions, etc., preferring charges in regard to the official conduct of D. J. Hughes, County Judge of Elgin, and asking for an inquiry into the same. Also, a copy of the report or judgment on inquiry into the conduct of the said Judge. (*Not printed.*)
- 140... ST. CROIX COTTON FACTORY :—Return to Order ; Statement showing the value of machinery imported for the St. Croix Cotton Factory at St. Stephens, N.B., the date of import, the amount of duties chargeable on the same, the amount paid, also still due, and the security held therefor, and copies of all correspondence on the subject. (*Not printed.*)
- 140a... Supplementary Return to preceding. (*Not printed.*)
- 141... SHIPPING ON LAKES SUPERIOR AND HURON :—Return to Order ; Return showing what vessels navigating the waters of Lakes Superior and Huron were inspected during the past season of navigation, under the authority of the Government, with the names of the Inspectors ; also, a Statement of vessels lost or stranded on these lakes, within Canadian waters, showing the localities where disasters occurred and the number of lives lost in each case, during the season of 1883. (*Not printed.*)
- 142... GOVERNMENT STEAM TUGS AND DREDGES, ETC. :—Return to Order ; Return showing the number of steam tugs, steam dredges and dumping scows bought by the Government or built for the Government, during the year 1883, for use in the Dominion of Canada, showing where they were built, the builders' names, and the price paid for the same. (*Not printed.*)
- 143... METEOROLOGICAL SERVICE AT ST. JOHN, N.B. :—Return to Order ; Return of the amount of salary or allowance made to Mr. George Hutchinson as the person in charge of the Meteorological Service at St. John, N.B. ; also, amount of expenses of Mr. R. J. Stupart, going from Toronto to St. John, and other expenses preparing and fitting up office and instruments ; also, any instructions from the Department of Marine and Fisheries to the Superintendent at Toronto, in reference to the change of officers at St. John, and the removal of Mr. Gilbert Murdock ; also, copies of all correspondence between Mr. Gilbert Murdock and the Superintendent or Deputy Superintendent of the Meteorological Service at Toronto ; also, copies of any petition, memorial or other documents in regard to the above changes. (*Not printed.*)
- 144... WATSON, T. C. :—Return to Order ; Statement of all moneys paid to T. Charles Watson by the Government, showing also the services, if any, performed by said Watson since 1881. (*Not printed.*)
- 145... ONTARIO BOUNDARY AWARD :—Correspondence in connection with, between Ontario and Manitoba.
- 146... LIFE SAVING STATIONS :—Return to Order ; Return showing the location of the Life Saving Stations of Canada, with description of life-boats, buildings, wreck-guns and other life saving apparatus of each station ; also, name and salary of captain, number of men in each crew and their pay, the articles of enlistment, the months during which such enlistment or engagement is binding ; also, copy of instructions and regulations issued for the guidance of life saving crews, and reports received from captains of crews and others, as to number of imperiled mariners rescued, and amount of property saved during the year 1883. (*Distribution only.*)

- No. 147. MINING REGULATIONS** :—(Senate) Copy of those governing the disposal of mineral lands, other than coal lands. (*Not printed.*)
- 148... RIVER THAMES, SURVEYS OF** :—Return to Order; Copies of all reports, etc., of the surveys of the River Thames, at the Village of London West, in Middlesex, Ontario. (*Not printed.*)
- 149... EMPLOYÉS IN PUBLIC WORKS DEPARTMENT** :—Return to Order; Statement for the fiscal years 1873-4, 1874-5, 1877-8, 1878-9, 1880-1, 1881-2, and the current year, to date, as to persons employed in the Departments whose remuneration is charged to public works in connection with which they are employed, giving :—
1. The name. 2. The date of first employment. 3. The remuneration. 4. The nature of the service. 5. The works to which the remuneration is charged, with the amount charged to each work; also, Statement giving the names of all persons in the Public Works Department, as extra or copying clerks, whose salaries are or have been charged to particular works, since 1881. (*Not printed.*)
- 150... RIDEAU HALL AND GROUNDS** :—Return (*in part*) to an Order; Return in detail, showing the expenditure in each year since Confederation :—1. For the purchase and maintenance of Rideau Hall and grounds. 2. For furniture and all other moveables supplied. 3. For fuel and light. 4. Similar return as in 1, 2 and 3 in connection with the Quebec Citadel. 5. For salaries of Governor General and his officials. 6 For the contingencies of the Governor General's office. 7. For travelling expenses of the Governor General and staff, besides those included in 6. 8. For labour and supplies of Dominion Steamers while conveying the Governor General, and for all expenses of every character connected with Rideau Hall. (*Not printed.*)
- 151... PARLIAMENTARY GROUNDS, OTTAWA** :—Return to Order; Reports of Messrs. Scott and Fuller, Architects of Public Works Department, and correspondence, etc., respecting claims of late James Goodwin, for extras in connection with erection of wall in front of Parliamentary grounds. (*Not printed*)
- 152... DOMINION MONEY SPENT IN THE PROVINCES** :—Return to Order: Statement setting forth the exact amount of money expended in each of the Provinces, separately, since their entry into Confederation, up to 30th June, 1883, on works of (1) a strictly general character; (2) a strictly local character.
- 153... SECTIONS 4 AND 10, ST. LAWRENCE CANALS** :—Return to Address; Copies of all tenders for the enlargement of sections 4 (Rapide du Plat) and 10 (Cornwall) of the St. Lawrence Canals, received on 4th December, 1883, and 12th February, 1884, respectively, as well as of all correspondence, etc., on the same since the 28th September, 1883. (*Not printed.*)
- 154... GOVERNMENT HERD CATTLE IN N. W. T.** :—Return to Address; 1. Return showing all Orders in Council, etc., respecting the sale of Government herd cattle in the North-West. 2. All applications made for the purchase of such cattle. 3. All notices of sale, etc., of such cattle. 4. A statement showing the price paid for such cattle, cost of maintaining the same since purchased, the price obtained therefor, to whom and when sold. 5. All correspondence respecting the sale of said cattle. (*Not printed.*)
- 155... PAJOT FARM** :—Return to Order; Return of all correspondence, etc., respecting that portion of the Pajot Farm, in the town of Sandwich, which is claimed by the Wyandottes of Anderdon. (*Not printed.*)

RETURN

(53)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th January, 1884;—For Copies of all Correspondence between the Local Government of Nova Scotia, and the Department of Railways and Canals, respecting Railway matters in the Province of Nova Scotia, of a date since the 6th March, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
4th February, 1884.

Secretary of State.

OTTAWA, 21st December, 1883.

SIR,—As the result of the various negotiations that have taken place between the Dominion Government and ourselves, with reference to the retention of the Pictou Branch and the acquisition of the Eastern Extension Railway, now known as the Nova Scotia Railway, we have concluded to submit for the favourable consideration of our colleagues, a proposal made by the Hon. J. H. Pope, as follows:—

(1.) That the Government of Canada shall purchase from the Government of Nova Scotia, the said Eastern Extension Railway, with its rolling stock, and all the rights of the Province in and to the Pictou Branch, for the sum of one million two hundred thousand dollars, the said purchase to date from the first day of October last, and interest on the amount to be allowed from that date until payment.

(2.) That the new rolling stock purchased by the Government of Nova Scotia for the equipment of the roads, shall be taken by the Government of Canada at cost and charges.

(3.) The Government of Nova Scotia to retain the receipts on the operating account of the Eastern Extension to the 31st day of December, 1883, and pay all expenses in connection therewith, including the extensive repairs made by them to the old rolling stock.

Such legislation as may be necessary to carry out this arrangement to be recommended by the respective Governments to the Parliament of Canada, and the Legislature of Nova Scotia.

We have the honour to be, Sir, your obedient servants,

WILLIAM T. PIPES,
W. S. FIELDING.

Hon. Sir CHARLES TUPPER, Minister Railways.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
OTTAWA, 21st December, 1883.

SIR,—A communication from Messrs. Pipes and Fielding of this date, offering to sell to the Dominion Government the Eastern Extension Railway and Ferry, together with the rights of the Government of Nova Scotia in the Pictou Branch, the sale to date from the 1st October last, the price to be \$1,200,000 with interest from the date of sale, on the purchase money until paid, the new rolling stock recently purchased for equipping the Pictou Branch, to be purchased by the Dominion Government, at cost and charges. The Nova Scotia Government to take the earnings of the Eastern Extension Railway and Ferry up to the 31st December, inst., and to pay all expenses,

having been referred to me, I have the honour to report that the offer appears to me a fair one, with the understanding, that the rate of interest on the purchase money from 1st October to date of payment, is that usually allowed by the Dominion Government in such cases, and that cost and charges of the new rolling stock is understood to be the price paid by the Nova Scotia Government for the stock, with the freight paid thereon added, and any duty which may have been paid on vehicles imported.

Your obedient servant,

C. SCHREIBER, *Chief Engineer and General Manager.*

A. P. BRADLEY, Secretary, Railways and Canals.

Memorandum.

OTTAWA, 21st December, 1883.

SIR,—The undersigned has the honour to report that the following propositions have been submitted by the Honorable Messrs. Pipes and Fielding, representatives of the Nova Scotia Government, with respect to the retention of the Pictou Branch, and the acquisition of the Eastern Extension Railway by this Government, namely:—

1. That the Government of Canada shall purchase from the Government of Nova Scotia the said Eastern Extension Railway, with its rolling stock and all the rights of the Province, in and to the Pictou Branch, for the sum of one million two hundred thousand dollars (\$1,200,000), the said purchase to date from the first day of October last, and interest on the amount to be allowed from that date until payment.

2. That the new rolling stock purchased by the Government of Nova Scotia for the equipment of the roads shall be taken by the Government of Canada at cost and charges.

3. The Government of Nova Scotia to retain the receipts on the operating account of the Eastern Extension to the 31st day of December, 1883, and pay all expenses in connection therewith, including the expenditure on the repairs made by them to the old rolling stock.

4. Such legislation as may be necessary to carry out this arrangement to be recommended by the respective Governments to the Parliament of Canada and the Legislature of Nova Scotia.

That the Chief Engineer has reported recommending the acceptance of the offer of the Nova Scotia Government as above.

The undersigned accordingly submits the same for the favourable consideration of Your Excellency's approval.

Respectfully submitted,

CHARLES TUPPER, *Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council, on the 22nd December, 1883.

On a memorandum, dated 21st December, 1883, from the Minister of Railways and Canals, submitting the following propositions made by the Honorable Messrs. Pipes and Fielding, representatives of the Nova Scotia Government, with respect to the retention of the Pictou Branch, and the acquisition of the Eastern Extension Railway by the Dominion Government, namely:—

1. That the Government of Canada shall purchase from the Government of Nova Scotia the said Eastern Extension Railway, with its rolling stock and all the rights of the Province in and to the Pictou Branch, for the sum of \$1,200,000, the said purchase to date from the first day of October last, and interest on the amount to be allowed from that date until payment.

2. That the new rolling stock purchased by the Government of Nova Scotia for the equipment of the roads shall be taken by the Government of Canada at cost and charges.

3. The Government of Nova Scotia to retain the receipts on the operating account of the Eastern Extension to the 31st December, 1883, and pay all expenses in connection therewith, including the expenditure on the repairs made by them to the old rolling stock.

4. That such legislation as may be necessary to carry out this arrangement be recommended by the respective Governments to the Parliament of Canada, and the Legislature of Nova Scotia.

The Minister states that the Chief Engineer of Government Railways has reported recommending the acceptance of the offer of the Nova Scotia Government, as above.

The Minister accordingly submits the same for the favourable consideration of Your Excellency in Council.

The Committee adopt the foregoing report, and they recommend the same for Your Excellency's approval.

JOHN J. MCGEE.

Telegram.

HALIFAX, N. S., December 28th, 1883.

Our letter of December 21st, 1883, has been agreed to by our colleagues. Order in Council will be forwarded. Have you mailed your Order in Council? When will you take possession of Eastern Extension?

T. PIPES.

W. S. FIELDING.

Hon. SIR CHARLES TUPPER, Minister of Railways.

From Halifax, N.S., to A. P. Bradley, Railways and Canals.

OTTAWA, 31st December, 1883.

Is Sir Charles Tupper in Ottawa? We sent him an important message on Friday, and have received no reply.

W. S. FIELDING.

From Halifax to Sir Charles Tupper.

OTTAWA, 31st December, 1883.

Can you inform us by telegraph when you will take possession of Eastern Extension? There are some matters requiring action on our part. If you are not to take possession at once, please answer.

W. S. FIELDING.

OTTAWA, 1st January, 1884.

From the 7th inst., and until action is taken by the Legislature of Nova Scotia and Parliament, I propose to operate Eastern Extension, on account of Nova Scotia Government, there being no legal authority for my operating it otherwise. Mr. Scott's services will not be required by us.

CHARLES TUPPER.

Messrs. PIPES and FIELDING, Halifax.

OTTAWA, 2nd January, 1884.

Sir,—I have the honour, by direction of the Minister of Railways and Canals, to transmit to you herewith a certified copy of an Order in Council passed on the 22nd December, 1883, with reference to the Pictou Branch and Eastern Extension Railways, N.S.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

Hon. W. T. PIPES, Premier, Nova Scotia Government, Halifax, N.S.

OTTAWA, 3rd January, 1884.

Have had no reply to my telegram of the 1st inst. It will be impossible to carry out arrangements proposed therein unless concurred in by your Government immediately.

CHARLES TUPPER.

Hon. MESSRS. PIPES AND FIELDING, Halifax.

From Halifax, N.S., to Honourable Sir Charles Tupper.

OTTAWA, 4th January, 1884.

Received your telegram of 1st. Nova Scotia Government agree to give you possession of the Eastern Extension on 7th inst. with the following understanding: The road is to be operated nominally on account of the Nova Scotia Government, but at the risk of the Dominion Government. Our manager, Mr. Scott, will have no control after we give you possession, but is to have such access to offices, stations and books as may be necessary to enable him to adjust accounts up to 7th inst. Operating accounts to be kept separate from those of the Intercolonial, so that in event of non-ratification of agreement by either Parliament, matters can be properly adjusted. Please answer if this is satisfactory.

W. T. PIPES,
W. S. FIELDING.

From Halifax, N.S., to Sir Charles Tupper.

OTTAWA, 4th January, 1884.

Your telegram received. Order in Council mailed you to-day. Yours not received yet.

WILLIAM T. PIPES.

4th January, 1884.

SIR,—I have the honour, by direction of the Premier, to forward to you herewith a certified copy of a Minute of Council, passed on the 28th day of December, ult.

I have the honour to be, Sir, your obedient servant,

H. CROSSKILL, *D. Prov. Secretary.*

Hon. SIR CHARLES TUPPER, Minister Railways and Canals.

Copy of a Minute of Council passed at Halifax on the 28th day of December, 1883, and approved by His Honour the Lieutenant-Governor.

Hon. William T. Pipes, Premier, and W. S. Fielding, reported to the Council that they had had certain negotiations with the Government of Canada, at Ottawa, in relation to the Eastern Extension and Pictou Branch Railways, and that they had submitted to the said Government of Canada a letter, of which the following is a copy:—

“OTTAWA, 21st December, 1883.

SIR,—As the result of the various negotiations that have taken place between the Dominion Government and ourselves with reference to the retention of the Pictou Branch and the acquisition of the Eastern Extension Railway, now known as the Nova Scotia Railway, we have concluded to submit for the favourable consideration of our colleagues, a proposal made by Hon. J. H. Pope, as follows:—

(1) That the Government of Canada shall purchase from the Government of Nova Scotia the said Eastern Extension Railway, with its rolling stock and all rights of the Province in and to the Pictou Branch, for the sum of one million two hundred thousand dollars, the said purchase to date from the first day of October last, and interest on the amount to be allowed from that date until payment.

(2.) That the new rolling stock purchased by the Government of Nova Scotia for the equipment of the roads, shall be taken by the Government of Canada at cost and charges.

(3.) The Government of Nova Scotia to retain the receipts on the operating account of the Eastern Extension until the 31st day of December, 1883, and pay all expenses in connection therewith, including the extensive repairs made by them to the old rolling stock, such legislation as may be necessary to carry out this arrangement to be recommended by the respective Governments of the Parliament of Canada and the Legislature of Nova Scotia.

We have, &c., &c., WILLIAM T. PIPES,
Hon. Sir CHARLES TUPPER, Minister of Railways. W. S. FIELDING.

Ordered That the said letter be approved and confirmed as the act of the Government of Nova Scotia, and that upon receipt of official notice that the proposed purchase has been agreed to by His Excellency the Governor General in Council, a Bill be prepared to be submitted to the Legislature to give effect to the agreement between the two Governments."

I hereby certify that the foregoing is a true and correct copy of a Minute of Council passed and approved as above.

H. CROSSKILL, *Deputy Prov. Secretary.*

Halifax, 3rd January, 1884.

OTTAWA, 4th January, 1884.

Your telegram received, I am unable to assume any responsibility for loss in operating Eastern Extension for Nova Scotia Government, as it would require Parliamentary authority, but I do not doubt the ratification by Dominion Parliament. Have not received your Order in Council, ours mailed to you Wednesday, 2nd instant.

CHARLES TUPPER.

Hon. W. T. PIPES and Hon. W. S. FIELDING, Halifax.

By telegraph from Halifax to Hon. Sir Charles Tupper.

OTTAWA, 5th January, 1884.

Our agreement—see paragraph three—contemplated your being responsible for loss, if any, after 31st December, subject, of course, to parliamentary ratification which we risk. Please inform us whom you will authorize to act for you in taking possession on seventh inst. Our Order in Council will be mailed to-morrow.

WILLIAM T. PIPES,
W. S. FIELDING.

From Halifax, N.S., to Hon. Sir Charles Tupper.

OTTAWA, 5th January, 1884.

Do you intend to take possession Eastern Extension on Monday?

W. S. FIELDING.

By telegraph from Halifax to Hon. Sir Charles Tupper.

OTTAWA, 8th January, 1884.

In accordance with arrangements made with you by Messrs. Pipes and Fielding, I have instructed Mr. Charles A. Scott to give possession of the Eastern Extension Railway and rolling stock to the authorized officer of your Department at New Glasgow to-morrow, Wednesday the 19th inst., upon the terms set forth in the following Minute of the Executive Council of Nova Scotia, ordered that pending ratification of the agreement between the Government of Canada and the Government of Nova Scotia, respecting the sale of the Eastern Extension Railway with its rolling stock and the new rolling stock procured by the Government of Nova Scotia, the said rail-

way and rolling stock to be delivered to the Government of Canada on the 9th day of January inst., upon the following conditions:—(1.) That for the purpose of giving the Government of Canada authority over the said railway, they be permitted to operate it in the name of the Government of Nova Scotia, but that, subject to parliamentary ratification, the Government of Canada shall be responsible for such operation. (2.) That the accounts of the road be kept apart from those of the Intercolonial Railway, so that in event of failure on the part of the Parliament of Canada or Legislature of Nova Scotia to ratify the agreement, the accounts may be readily adjusted. (3.) That the Nova Scotia Government Railway Manager, Mr. Charles A. Scott, while retiring from the management of the road shall continue to have access to all offices, stations, books and papers and receive all requisite aid from the office staff to enable him to adjust the accounts of the operation of the road up to the date upon which the Government of Canada takes possession. (4.) That if the agreement between the Governments be not ratified by the Parliament of Canada and Legislature of Nova Scotia at the first ensuing Session of these bodies, the Government of Canada shall, upon demand, give possession of the said railway and rolling stock to the Government of Nova Scotia, and shall account to the Government of Nova Scotia for the operation of the same while in the possession of the Government of Canada.

ALBERT GAYTON, *Com. Public Works and Mines.*

OTTAWA, 8th January, 1884.

Telegram received. I concur in arrangement you propose in relation to the delivery of the Eastern Extension, except that I have instructed my officers not to touch the new rolling stock recently purchased for the Pictou Branch, until Parliament has taken action on the purchase of the Eastern Extension.

CHARLES TUPPER.

Hon. ALBERT GAYTON, Com. of Public Works, Halifax, N.S.

OTTAWA, 9th January, 1884.

From Halifax to Hon. Sir Charles Tupper.

Telegram received. Your reply is quite satisfactory.

ALBERT GAYTON.

By telegraph from New York to Hon. Sir Charles Tupper.

OTTAWA, 9th January, 1884.

Are you aware that the Eastern Extension Railway was largely built at the expense of my labour and capital, for which I have never been paid, but have a judgment for over \$100,000, recorded in counties traversed by the railway, and writ of execution in hands of Sheriff, and that all my rights were specially reserved by Act of Nova Scotia Legislature, from effect of Act which authorized transfer of railway from Company to Nova Scotia Government, and declared to be same as if such Act never passed.

CHARLES C. GREGORY, 596 *Lexington Avenue.*

OTTAWA, 10th January, 1884.

SIR,—I am directed to transmit a copy of an Order in Council, of the 22nd of December, approving of certain arrangements to be entered into by the Dominion and Nova Scotia Governments, having reference to the Pictou Branch and the Eastern Extension Railways, N.S., after the necessary legislation shall have passed the Federal and Local Parliaments approving of the same.

I also forward a certified copy of a minute of the Council of the Nova Scotia Government, dated the 28th ult., of similar import.

I am to request that you will be pleased to prepare the draft of such a Bill, to be presented to Parliament at its approaching Session, as may meet the requirements of the cases.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

G. W. BURBIDGE, Esq., Deputy Minister of Justice.

OTTAWA, 11th January, 1884.

SIR,—Under authority of an Order in Council, of which you have been notified, this Government has recently taken possession of what is known as the Eastern Extension Railway, Nova Scotia, a line formerly owned by the Halifax and Cape Breton Railway and Coal Company, and latterly by the Nova Scotia Government, and has commenced operating the same on account of that Government.

Since this arrangement came into force, the rolling stock of the said railway has been levied upon by Mr. C. C. Gregory, under a judgment he obtained against the said Company, or the Nova Scotia Government, the Department does not know which.

It is understood the agent of the Department of Justice at Halifax, was counsel in the suit of which this judgment was the outcome, and that he will be able to furnish the Government with any information on the subject it may require.

I am to desire, therefore, that you will be good enough to obtain the facts in the case, and that you will then be pleased to advise this Department as to the course to be pursued in the matter.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

G. W. BURBIDGE, Deputy Minister of Justice.

OTTAWA, 14th January, 1884.

SIR,—In reply to your favour of 11th inst., I have the honour to say that at the request of the Honorable the Minister of Railways and Canals, Mr. Abbott called upon me and explained the position of Mr. Gregory's claim, so that it will probably be unnecessary to ask further information in order to answer Mr. Gregory.

I would suggest that Mr. Gregory be informed that in case arrangements are completed, the Nova Scotia Government are to transfer the railway free of all incumbrance, and that the settlement of any claims that he may have is a matter for that Government. I would also suggest that the Nova Scotia Government should be informed that Mr. C. C. Gregory has telegraphed that the Eastern Extension Railway was largely built at the expense of his labour and capital, for which he has never been paid, but has an unsatisfied judgment for over \$100,000 recorded in the counties traversed by the railway, and that writs of execution are in the hands of the sheriffs; that all his rights were specially reserved by the Act of the Nova Scotia Legislature, which authorized the transfer of the railway to the Nova Scotia Government, and were declared to be the same as if the Act had never been passed.

I think the Government should also be informed that Mr. Gregory has been told that in case the arrangements for the transfer are completed, that the railway is to be handed over free of incumbrance, and that any claims that may exist are to be settled by their Government; and that you expect the Government of Canada to be fully indemnified against this and all other claims, and if any part of the property is under seizure or incumbrance, that it must be relieved by them therefrom.

I have the honour to be, Sir, your obedient servant,
GEO. W. BURBIDGE, *Deputy Minister of Justice*.

Secretary, Railways and Canals.

OTTAWA, 15th January, 1884.

SIR,—With reference to the contemplated transfer, under authority of Order in Council, of the Eastern Extension Railway to the Dominion, I am instructed to inform you that a telegram, dated the 9th instant, has been received from Mr. Chas.

C. Gregory, 506 Lexington Avenue, New York, intimating that the Eastern Extension Railway was largely built at his expense and with his capital, and that no settlement has been had with him—that he has an unsatisfied judgment for over \$100,000 recorded in the counties traversed by the railway, and that a writ of execution is in the hands of the Sheriff; that all his rights were specially reserved by the Act of the Nova Scotia Legislature which authorized the transfer of the railway to the Nova Scotia Government, and were declared to be the same as if that Act had never been passed.

I am to notify you that a communication has been addressed to Mr. Gregory in reply, stating that the Federal Government will expect the railway to be handed over free of encumbrance, and that any claims against it that may exist, must be settled by the Nova Scotia Government.

I am accordingly to acquaint you that the Dominion Government desires to be fully indemnified against this and all other claims, and if any part of said property is under seizure or incumbrance, that it be relieved by your Government therefrom.

I have the honour to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

Hon. W. T. PIPES, Premier, Nova Scotia Government, Halifax, N.S.

OTTAWA, 15th January, 1884.

SIR,—I am directed to acknowledge the receipt of your telegram, dated the 9th instant, concerning the proposed transfer by the Nova Scotia Government of the Eastern Extension Railway to the Government of the Dominion, and I am to state in reply that in the event of the completion of the arrangements between the two Governments, the railway will be conveyed to the Dominion free of all incumbrances, and the settlement of any claim you may have in connection therewith is consequently a matter for the attention of Nova Scotia Government

I have the honour to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

CHARLES C. GREGORY, 506 Lexington Avenue, New York.

OTTAWA, 23rd January, 1884.

SIR.—In reply to yours of the 10th instant, asking for draft Bill to give effect to the preliminary agreement for the purchase of the Eastern Extension and appurtenances, and the rights of the Nova Scotia Government in the Pictou Branch, I have the honour now to enclose a draft in which two blanks are left to be filled up. (1.) That for definite description of the line of railway. (2.) The rate of interest to be paid upon the sum of \$1,200,000.

It appears to me that the most important provision of the whole will now properly come in the Act to be passed by the Legislature of Nova Scotia, and could not conveniently be put in this Act, namely, that the Eastern Extension Railway with the Steam Ferry at the Strait of Canso, and all appurtenances, and the rolling stock and equipment, shall upon the payment of the sum agreed to be paid, vest in the Crown as represented by the Government of Canada, free from all claims, liens and encumbrances whatever, and that thereafter all claims, liens and incumbrances which there may be against the said Eastern Extension Ferry appurtenances, rolling stock and equipment, or any of them, shall be determined, and shall be converted into claims against the Nova Scotia Government.

It is usual for the Law Clerk of the House of Commons to draw the resolutions.

It would be well for you to invite him to make any amendments or additions to the Bill which may appear to him necessary.

I am, Sir, your obedient servant,

GEO. W. BURBIDGE, *D. M. J.*

A. P. BRADLEY, Secretary, Railways and Canals,

HALIFAX, 22nd January, 1884.

SIR,—I am instructed to acknowledge receipt of Mr. Bradley's letter of 15th instant, with reference to the Eastern Extension Railway and the claim, if any exists, of Mr. Charles C. Gregory, and to say in reply :—

That Mr. Gregory's claim is against the Halifax and Cape Breton Railway and Coal Company, and his execution can have effect only against their property.

That the claim was for \$80,000, of which \$40,000, with interest, was paid under a judgment obtained in Montreal, leaving only \$40,000 and interest in dispute.

That the judgment of the Supreme Court of Nova Scotia has been regularly appealed from.

That upon the sheriffs of Antigonish and Pictou proceeding to levy on the railway and rolling stock under Mr. Gregory's execution, they were warned that the property was that of the Government of Nova Scotia, and that thereupon they desisted from further proceedings.

That the Government of Nova Scotia will fully indemnify the Government of Canada against the claim of Mr. Gregory, and all other claims in respect of the railway.

I have the honour to be, Sir, your obedient servant,

H. CROSSKILL, *D. Prov. Secretary.*

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

OTTAWA, 26th January, 1884.

SIR,—I am in receipt of your communication of this day enclosing letter from Deputy Provincial Secretary at Halifax, respecting Mr. Gregory's claim against the Eastern Extension Railway, and in reply would say that if the Legislature of the Province of Nova Scotia will embody in their proposed Bill in the matter such a clause as was suggested in my letter of yesterday's date, I am of opinion that is all that need be done at present.

When the actual transfer of the railway comes to be made, I will be glad if the Department will again communicate with me on the subject.

I have the honour to be, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

Secretary, Railways and Canals.

THIS AGREEMENT, made at the City of Ottawa this first day of February, A.D., one thousand eight hundred and seventy-nine,

Between Her Majesty the Queen, represented as to the Dominion of Canada by the Minister of Public Works, hereinafter called the Government of the Dominion; Her Majesty the Queen, represented as to the Province of Nova Scotia by the Honorable Samuel Creelman, Commissioner of Public Works and Mines in the said Province, hereinafter called the Government of Nova Scotia; the Joint Stock Company known and carrying on the business as "The Halifax and Cape Breton Railway and Coal Company," represented by Sir Hugh Allan, the President thereof, hereinafter called the Company; and Harry Abbott, of Brockville, in the Province of Ontario, Contractor, who executed these present in token of his assent to the provisions hereof :—

Witnesseth :—That whereas a certain contract executed between the Government of Nova Scotia and the said Harry Abbott, on the 31st day of October, A.D., (1876), one thousand eight hundred and seventy-six, for the construction of the railway in the said Province of Nova Scotia, known as the Eastern Extension Railway, was, with the consent of the said Government, transferred to the Company by a deed of transfer executed by him in favour of the Company on the twentieth day of December, A.D., one thousand eight hundred and seventy-six, and the said Company have since carried on the works provided for by the said contract, and have entered into contracts in relation thereto, and have acquired a portion of the right of way requisite therefor, and in so doing have acted as a corporation exercising the

franchises and privileges conferred by a certain Act of the Legislature of Nova Scotia, passed in the thirty-ninth year of Her Majesty's reign, and intituled "An Act to incorporate the Halifax and Cape Breton Railway and Coal Company," and doubts have arisen as to the validity of the incorporation of the said Company, and of the acts done by it as a corporation, and it has been agreed that the Government of Nova Scotia shall concur with the Company in procuring declaratory legislation confirming their proceedings for incorporation and all acts done as such corporation — and whereas an Act was passed in the Session of the Dominion Parliament, held in the fortieth year of Her Majesty's reign, chaptered (46) forty-six, making certain provisions for the transfer of the portion of the Intercolonial Railway lying between Pictou and Truro, commonly called the Pictou Branch, to the contractor for the construction of the said Eastern Extension Railway in aid of such construction, and certain changes in the arrangements contemplated by the said Act, have been agreed to between the parties hereto. *And whereas* the Government of Nova Scotia is dissatisfied with the security now held by the said Government for the construction and operating of the said Eastern Extension Railway and for the operating of the Pictou Branch when it shall come into the possession of the Company, and the parties hereto have agreed upon further security for that purpose; and the Government of Nova Scotia and the Company have agreed upon a mode of adjusting certain differences between them in respect of the subsidy granted in aid of the construction of said extension, and other details in respect of the construction of the said extension and of the said contract generally, —

Now therefore these presents witness:—That it is agreed between the parties hereto as follows, namely—

Clause 1. The Government of the Dominion will recommend the passing of an Act by the Parliament of Canada, at the approaching Session of the said Parliament, repealing the said Act, Fortieth Victoria, Chapter forty-six, and providing in effect that as security for the purposes aforesaid the Pictou and Truro Branch Railway including sufficient land for the purposes thereof, and the stations and buildings thereon necessary for the use of the railway, but without any of the rolling stock, (therein referred to as the "Pictou Branch") shall be retained by the Dominion Government until the said Eastern Extension Railway to the Strait of Canso and the Steam Ferry across the Strait are completed, equipped and established in accordance with the existing contract, or any modification thereof that may be agreed to by the Company and the said Nova Scotia Government, to the satisfaction of the Nova Scotia Government, and further providing that upon such completion the absolute right of property in the said Pictou Branch shall be conveyed to the Company on the following terms, viz.—

(a) That the Company after the completion of said railway to the Strait of Canso, and the establishment of said Ferry, shall efficiently and continuously operate the said two lines of railway and the said Ferry at the Strait of Canso to the satisfaction of the Lieutenant Governor of Nova Scotia in Council at a fair and reasonable tariff of charges which shall be made and established by the said Company subject to the approval of the Government of Nova Scotia, and which shall only be altered or amended with the assent and approval of the said Government of Nova Scotia; and any difference of opinion as to any item of the tariff to be so agreed shall be submitted to the Minister of Public Works of the Dominion as a referee, whose decision shall be final and binding on both parties.

(b) That in the event of the said existing contract with any modification thereof that may be agreed to by the Company and the Nova Scotia Government not being performed to the satisfaction of such Government and the said Eastern Extension Railway and Ferry not being completed, equipped and established in accordance with said contract, or in the event of the failure of the Company for a period of three months to operate the said railway and ferry efficiently and continuously, to wit: by running at least one passenger train over the whole line each way daily except Sundays, and such freight trains as may be sufficient for the conveyance of the freight offered for carriage, and the ferry in such a manner as to connect with the passenger

trains, the two lines of railway, including the ferry, shall become the property of the Nova Scotia Government free from any incumbrance of any kind, whatsoever created by the Company (the power of the Company to create incumbrances to be made subject to this agreement,) the said period of three months to commence and be computed from the date at which the Nova Scotia Government shall cause to be served on the said Company in the manner provided by the eighteenth section of the said Act, thirty-ninth Victoria, chapter seventy-four, a notice claiming that the said railway and ferry, or one or other of them, or said ferry, are not, or is not being efficiently and continuously operated as aforesaid; the said Minister of Public Works to be the referee in case of dispute between the Company and the Nova Scotia Government as to forfeiture having been incurred.

(c) That in the event of the said two lines of railway and ferry becoming the property of the Nova Scotia Government under the preceding sub clause before the said Eastern Extension Railway and Ferry are completed, equipped and established the said last named railway and ferry shall with all reasonable despatch be completed, equipped and established by the Nova Scotia Government and the said two lines and ferry shall be thereafter efficiently and continuously operated by the Nova Scotia Government to the satisfaction of the Governor General of the Dominion in Council at a fair and reasonable tariff of charges which shall be made and established by the Nova Scotia Government, subject to the approval of the Government of the Dominion, and which shall only be altered or amended with the assent and approval of the said last named Government.

(d) That in the event of the failure of the Nova Scotia Government to complete, equip and establish the said Eastern Extension Railway and Ferry with all reasonable despatch, as above provided for, or in the event of their failure for a period of three months to operate the said railway and ferry efficiently and continuously, to wit: by running at least one passenger train over the whole line each way daily, except Sundays, and such freight trains as may be sufficient for the conveyance of the freight offered for carriage, and the ferry in such a manner as to connect with the passenger trains, the two lines of railway, including the ferry, shall become the property of the Government of the Dominion, free from any incumbrance of any kind whatsoever created thereon either by the Company or by the Government of Nova Scotia (the power of the Company and the Government of Nova Scotia respectively to create incumbrances to be made subject to this agreement), the said period of three months to commence and be computed from the date at which the Government of the Dominion shall give to the Provincial Secretary of the Nova Scotia Government a notice claiming that the said railways and ferry or one or either of them or said ferry are not or is not being efficiently and continuously operated as aforesaid. Any dispute between the two Governments as to forfeiture having been incurred to be decided by arbitration in the manner hereinafter provided.

Clause 2. The Government of Nova Scotia will recommend to the Legislature of the Province, at its approaching Session, the passage of an Act of the Legislature declaring the proceedings of the said Company for incorporation, to have been sufficient, confirming the right of the Company to all the franchises and privileges contained in the said Act, 39th Victoria, Ch. 74, and ratifying and confirming all that the Company have done as such corporation; and will also recommend the passage of an Act authorizing the completion of the arrangements with the Dominion Government in respect of the Pictou Branch herein contained. The Nova Scotia Government will continue to pay to the Company the subsidy granted in aid of the said extension, in the proportions mentioned in the said contract, as heretofore; and will pay forthwith the amounts due upon the progress estimates for October and November work, including the subsidy on the remainder of the steel rails at Pictou Landing, and in consideration of the security hereinafter provided, will also forthwith pay the subsidy upon the rolling stock and plant delivered on the line of the said Eastern Extension.

Clause 3. And to this agreement intervened and became parties, the said Sir Hugh Allan, the Honourable John Hamilton, the Honourable John J. C. Abbott and

Harry Abbott, Esquire, who hereby jointly and severally bind and oblige themselves personally, that in consideration of the payment of the proportion of subsidy granted in aid of the said railway, payable upon the rolling stock, and now delivered and to be delivered under the said contract on the line of the said Railway, the said Company, so soon as its incorporation shall have been confirmed by legislation, as hereinbefore provided, will definitely acquire and hold the right of property in the said rolling stock, free from any charges or liens, in order that the Government of Nova Scotia may have the same rights, in respect thereof as in respect of the other works performed upon the said Railway.

Clause 4. And whereas the Company claim from the Government of the Dominion, running powers over the Intercolonial Railway between Truro and Halifax, and also compensation for alleged deterioration of the Pictou Branch since the execution of the said contract; and certain other privileges and rights in respect of the said Branch and its property, it is agreed that such claims shall remain open for further discussion without any waiver or admission thereof by either of the said parties.

Clause 5. In case any dispute arises between the Government of the Dominion and the Government of Nova Scotia or the Company, as to what is intended by or included in the words "The Pictou and Truro Branch Railway, including sufficient land for the purposes thereof, and the stations and buildings thereon necessary for the use of the railway, but without any of the rolling stock"—or in case any dispute arises between the two Governments as to forfeiture having been incurred under sub clause (d) of the first clause hereof, the matters in dispute shall be referred to the award and determination of three arbitrators, one to be nominated by the Government of the Dominion, one by the Nova Scotia Government or the Company, as the case may be, and the third by the two so nominated, provided always that if either party should for one month after notice from the other that they have nominated an arbitrator, omit or refuse to nominate an arbitrator, or if the two nominated should omit or refuse to nominate the third, then in every such case the Chief Justice of the Supreme Court of Canada, or in his absence, the Senior Puisne Judge may, on the application of either party, nominate the required arbitrator.

In case of the death, resignation, or refusal to act, of any arbitrator, or if for any other cause the office of any arbitrator become vacant, his successor shall be nominated in the same manner as such arbitrator was nominated, unless the parties otherwise agree; and in case such successor be not within one month after the happening of the event or vacancy nominated by the party entitled to nominate him, then the Chief Justice or Puisne Judge, as aforesaid, may, on the application of either party, nominate such successor.

The arbitrators shall within three months after the last appointment proceed to determine the matters referred, and they or a majority of them shall make and publish their award within such three months, provided always that the Chief Justice or any of the Judges of the Supreme Court of Canada may, on the application of either party, either before or after the expiration of such three months or of any extended time, from time to time extend the time for making such award the award of the said Arbitrators, or a majority of them, shall be final.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

HALIFAX AND CAPE BRETON R. R. C.

HUGH ALLAN.

Per HUGH ALLAN.

J. J. C. ABBOTT.

ANDREW ALLAN.

[Seal.]

Per HUGH ALLAN.

H. ABBOTT.

Witness: W. M. ABBOTT, Book-keeper, Montreal.

CHARLES TUPPER,

Minister of Public Works of Canada.

F. BRAUN, Secretary.

[Seal.]

Witness as to signatures of the Minister and Secretary of Public Works of Canada. H. S. FISSIAULT.

SAMUEL CREELMAN,

Commissioner of Public Works and Mines for the Province of Nova Scotia.

Witness as to signature of Hon. Samuel Creelman, Jno. D. THOMPSON. [Seal.]

Memorandum of Supplementary Agreement.

As a supplementary arrangement to the agreement hereto annexed, parties further agree as follows:—

That the Halifax and Cape Breton Railway and Coal Company shall not acquire any right of property in the Pictou Branch at Truro, and beyond the points where it is now intersected by the north easterly boundary of Prince's Street.

That the Company shall have the right to run trains up to the freight and passenger stations at Truro, for the interchange and reception and delivery of freight and passengers, with the use of the yard turntable and station buildings, excepting the engine house and coal houses, subject to the rules and regulations of the Intercolonial Railway and the control of its officers.

That if upon the arbitration to be held under the said agreement respecting the said agreement the Pictou Branch it be determined that the Company had by this arrangement surrendered any right to which it was entitled under presently existing legislation, reasonable compensation for such right shall be awarded them by such arbitrations, having regard to the value of any right hereby conceded by the Government to which the Company was not entitled under such legislation.

HALIFAX AND CAPE BRETON R. R. C.

Per HUGH ALLAN.

HUGH ALLAN.

ANDREW ALLAN.

Per HUGH ALLAN.

J. W. ABBOTT.

Witness: WM. ABBOTT, Book-keeper, Montreal. [Seal]

CHARLES TUPPER,

Minister Public Works of Canada.

Witness: H. S. FISSIAULT.

Witness: F. BRAUN, Secretary.

[Seal.]

STELLARTON, N.S., 12th May, 1883.

JOHN MACDOUGALD, Esq., M.P., Ottawa.

DEAR SIR,—The Coal Owners Association have desired me to say that much anxiety is felt respecting the possible position of the coal trade of Pictou County, in connection with traffic facilities, when the contemplated transfer of the Pictou Branch takes place. It is greatly feared that the supply of motive power and rolling-stock will be largely inadequate, and I am desired to ask you with your colleague to approach the Minister of Railways, and if possible get from him an assurance to the effect that the Pictou Branch will not be handed over until the Dominion Government is satisfied that the parties obtaining it will at once equip it efficiently and sufficiently for the growing coal trade, now, in the winter months averaging over 900 and nearly 1,000 tons per day. Your kind attention will be appreciated by,

Yours respectfully,

JOHN R. GREEN, *Secretary.*

JOSEPH B. MOORE, Vice-President, Vale Coal International Mfg. Company.

JOHN RUTHERFORD, General Manager, Halifax Company (Limited.)

ROBERT SIMPSON, General Manager, Intercolonial Coal Mfg. Company.

HENRY S. POOLE, Agent for the Acadia Coal Company.

By telegraph from Halifax N. S., to Sir Charles Tupper.

OTTAWA, 28th May, 1883.

In event of delay in London and possible loss of our rights, will your Government take both lines, pay Company's outlay, and return our subsidy in Canso line? If not, on what terms will you relieve us?

C. E. CHURCH.

By telegraph from Toronto to Sir Charles Tupper.

OTTAWA, 27th May, 1883.

Has Mr. Pipes arranged for his loan? If not, letters here offering to do it on more favourable terms than Barings are likely to. Answer.

A. CAMPBELL.

28th May, 1883.

Do not see that we can do anything. Sir Alexander Campbell has wired me from Toronto as follows: "Has Mr. Pipes arranged for his loan? If not, letters here offering to do it on more favourable terms than Barings are likely to." You had better communicate with him.

CHARLES TUPPER.

Hon. C. E. CHURCH, Halifax.

By telegraph from Halifax, N.S. to Sir Charles Tupper.

OTTAWA, 28th May, 1883.

Our Arbitrator Kennedy, Engineer Harbour Commissioners, detained in Montreal by orders of Sir Hector, effect disastrous to Company; will you kindly use influence to get permission Kennedy leave to-night

T. D. MELBURNE.

28th May, 1883

Telegram received. It will be impossible for Mr. Kennedy to leave Montreal before next week; matters of the greatest importance require his presence there now.

CHARLES TUPPER.

T. D. MELBURN, Montreal.

29th May, 1883.

SIR,—I have the honour to state with regard to the letter of the 20th inst, addressed to you by the Secretary of the Coal Owners Association, Stellarton, N. S., that the matter therein referred to, viz: their anxiety respecting the possible position of the Coal Trade of Pictou County, in connection with the traffic facilities when the contemplated transfer of the Pictou Branch takes place, will receive due attention.

I have the honour to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

J. McDUGALL, Esq., M. P., Westville, Pictou County, N. S.

By telegraph from Halifax, N. S., to Sir Charles Tupper.

OTTAWA, 30th May, 1883.

If we can offer you the Pictou Branch and extension on payment of Company's outlay and expenses of arbitration would your Government entertain the proposal.

C. E. CHURCH, *Provincial Secretary.*

POINT LEVIS, 3rd June, 1883.

Telegram received. Will see you upon my arrival in Halifax and discuss matters with you.

CHARLES TUPPER.

HON. C. E. CHURCH, Halifax, N. S.

OFFICE OF COMMISSIONER OF PUBLIC WORKS AND MINES,
HALIFAX, 11th August, 1883.

SIR,—The Government of Canada have been made aware, from time to time, of the proceedings of the Government of Nova Scotia in reference to the acquisition by the latter Government of the railway of the Halifax and Cape Breton Railway and Coal Company, together with the Pictou Branch of the Intercolonial.

I am now directed to inform you that the Government of Nova Scotia and the Halifax and Cape Breton Railway and Coal Company have entered into all necessary agreements for the completion of the transaction; that steps have been taken to procure rolling stock for the Pictou Branch, and that about the 15th September, or, at the latest, the 1st of October of the present year, the Government will be in a position to take over and efficiently operate both railways. The co-operation of your Department is respectfully requested in giving prompt delivery of the Pictou Branch to the Government, with all the appurtenances, franchises, rights and privileges to which the Halifax and Cape Breton Railway and Coal Company are entitled under the Acts of the Parliament of Canada, and which have been duly assigned and transferred by the Company to the Government of Nova Scotia.

The Government of Nova Scotia understood that the Pictou Branch would be delivered in good condition. They have had the road carefully examined by an Engineer, whose report thereon states that some renewals and repairs are required.

I am instructed to request that you will be good enough to direct an Engineer of your Department to meet one to be appointed by the Government of Nova Scotia to confer on this subject, with a view to having the necessary work done.

I have the honour to be, Sir, your most obedient servant,
JNO. KELLY, *Deputy Commissioner Public Works and Mines.*

HON. J. H. POPE, Acting Minister of Railways, Ottawa.

OTTAWA, 17th August, 1883.

SIR,—I have the honour, by direction of the Acting Minister, to acknowledge the receipt of your letter of the 11th inst., notifying him that the Government of the Province of Nova Scotia have entered into agreement with the Halifax and Cape Breton Railway and Coal Company for the acquisition of the line of that Company, and calling for the delivery of the Pictou Branch all interests in which have, you state, been assigned by the Company to the Provincial Government.

I am, Sir, your obedient servant,
A. P. BRADLEY, *Secretary.*

Deputy Commissioner Public Works and Mines, Halifax.

OTTAWA, 17th August, 1883.

SIR,—By direction of the Acting Minister of this Department, I have the honour to refer to you, for your opinion and advice, a communication received from the office of the Hon. the Commissioner of Public Works and Mines of the Province of Nova Scotia, dated the 11th instant, by which the information is conveyed that arrangements of transfer and assignment have been arrived at by the Provincial Government with the Halifax and Cape Breton Railway and Coal Company, through which that Government will, at an early date, acquire the Company's road between New Glasgow and the Strait of Canso, known as the "Eastern Extension," together with the Pictou Branch of the Intercolonial Railway, the transfer of which, as a bonus in aid of the construction of the said Eastern Extension, was authorized by Acts of the Dominion Parliament, namely: Acts 40, Victoria, chapter 46, and the amending Act 42 Vic., ch. 12. This Branch has, however, not, as yet, been transferred, being retained by the Dominion Government under a specific agreement, dated the 1st of February, 1879, and the amending Act above mentioned, as security for the fulfilment of certain conditions involving the satisfactory completion and proper operation of the Eastern Extension road, together with ferry communications across the Strait.

The Provincial Government ask that delivery of the said Pictou Branch may be now made to them, and, further, that certain renewals and repairs which their Engineer considers necessary may be executed thereon.

The features of this matter are already within your cognizance. I may, however, observe that a return made to the House of Commons on the 20th of April last, which will be found in Paper No. 30,831, contains copies of all correspondence between this Department and the Provincial Government respecting the transfer of the Branch, and between the Department and the Halifax and Cape Breton Railway and Coal Company as to the Eastern Extension Railway. The subsequent correspondence has been confined to further propositions made by the Provincial Government and the Company in May last, having in view the purchase by the Dominion Government of the lines in question, in reply to which it has been stated that the Government have no Parliamentary authority to deal with the subject.

I enclose for your information a copy of the agreement, dated the 2nd of February, 1879, between this Government and the several parties concerned, the Return to the House of Commons above referred to, and the present application.

I have the honour to be, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

G. W. BURBIDGE, Deputy Minister of Justice.

OFFICE OF COMMISSIONER OF PUBLIC WORKS AND MINES,
HALIFAX, August 20th, 1883.

SIR,—On the 11th instant my deputy, Mr. Kelly, addressed you with reference to the acquisition by the Government of Nova Scotia of the railway of the Halifax and Cape Breton Railway and Coal Company, together with the Pictou Branch of the Intercolonial Railway.

I now wish to inform you that the said Government have appointed C. A. Scott, Esq., of Halifax, their General Manager of Railways in this Province, and that he is authorized to negotiate and arrange with you in reference to all matters where the Government of Nova Scotia are concerned with regard to the condition, acquisition and operation of the said Pictou Branch Railway.

I have the honour to be, Sir, your most obedient servant,

ALBERT GAYTON, *Commissioner Public Works and Mines.*

Hon. J. H. POPE, Acting Minister Railways.

OTTAWA, 31st August, 1883.

Re Pictou Branch.

SIR,—By 42nd Victoria, chapter 12, the Dominion Government are authorized and under obligation to transfer the Pictou Branch.

(1.) To the Halifax and Cape Breton Railway Company when the contract for the construction and equipment of Eastern Extension and the establishment of a steam ferry at the Strait of Canso, or any modification thereof that may have been agreed to by the Government of Nova Scotia and the Company, has been completely performed to the satisfaction of the Nova Scotia Government.

(2.) To the Nova Scotia Government upon its acquiring the Eastern Extension in the events,

(a.) Of the contract and any modification thereof as aforesaid not being performed to the satisfaction of the Nova Scotia Government; or,

(b.) In the event of a failure of the Company, its representatives or assigns, for a period of three months, to operate Eastern Extension and the said ferry efficiently and continuously as defined in the said Act.

From the papers submitted it does not appear that either of these events has happened, but that, on the contrary, the Nova Scotia Government are acquiring Eastern Extension by virtue of independent contracts made subsequently to the passing of the said Act (42nd Victoria, Chapter 12) and of the agreement of February 1st, 1879, in the said Act referred to.

Apart from the provisions of the Act, the Nova Scotia Government may become entitled to the Pictou Branch, as assignees of the Halifax and Cape Breton Railway Company, if before the transfer to that Government, the Company become entitled to a grant of the Pictou Branch. Any transfer of the Pictou Branch must be made subject to the conditions contained in the 5th Section of 42nd Victoria, Chapter 12.

As to the demand made by the Nova Scotia Government, that the Pictou Branch be repaired before the transfer is made, I am not sure that you desire any opinion from me, but assuming that you do, I see no obligation on the part of the Government to repair the road before transferring it either to the Company or to the Nova Scotia Government.

Papers returned.

I am, Sir, your obedient servant,
GEO. W. BURBIDGE, *D.M.J.*

A. P. BRADLEY, Secretary, Railway and Canals.

By telegraph from Halifax, N. S., to Hon. J. H. Pope.

OTTAWA, 3rd September, 1883.

Please let me know when Council meet respecting transfer Pictou Branch, so that Scott may be at Ottawa to arrange details. Please reply.

ALBERT GAYTON, *Commissioner.*

OTTAWA, 4th Sept., 1883.

Hon. Mr. Pope is expected back to the city to-morrow or Thursday, when your telegram will be placed before him.

A. P. BRADLEY, *Secretary.*

HON. A. GAYTON, Halifax.

OTTAWA, 5th Sept., 1883.

In reply to your telegram of 3rd inst., the Acting Minister instructs me to say that the matter cannot be taken up before the end of this month.

A. P. BRADLEY, *Secretary.*

HON. ALBERT GAYTON, Halifax.

OFFICE OF THE COMMISSIONER OF PUBLIC WORKS AND MINES,
HALIFAX, N. S., 10th September, 1883.

SIR,—Under instructions from this Department, Mr. C. A. Scott proceeded to Ottawa last month to complete arrangements with your Government for the transfer of the Pictou Branch Railway to the Government of Nova Scotia.

Mr. Scott was informed by you that owing to the absence of Ministers and of Mr. Schreiber, Chief Engineer of the Intercolonial Railway, the business could not be taken up until about the 6th instant, when a meeting of the Cabinet would be held.

In answer to a message sent on the 3rd instant enquiring when the meeting would take place, I have received the following telegram from your Department:—

“In reply to your telegram of 3rd instant, the Acting Minister instructs me to say that the matter cannot be taken up before the end of this month.”

There are some questions of detail the consideration of which may be delayed for a few days without serious inconvenience, but it is of the utmost importance to the Government of Nova Scotia that there be no delay in the delivery of the Pictou Branch as requested, and as has been determined by the Government of Canada.

Your Department has been made aware from time to time of the determination of the Government of Nova Scotia to purchase and take over the Eastern Extension Railway with the right of the Halifax and Cape Breton Railway and Coal Company to a transfer of the Pictou Branch of the Intercolonial.

In May last, two Members of the Government, Honourable A. J. White and Honourable William G. Fielding, visited Ottawa in connection with this business, and I am informed received from the Honourable Minister of Railways and Canals the most unqualified assurance that the Branch would be delivered to this Government so soon as arrangements for equipping the Eastern Extension and operating both roads should be completed.

The Government of Nova Scotia have since entered into contracts for the rolling stock required to equip the Pictou Branch, and will be prepared to take over both Railways on the 1st of October as formally notified to your Department by letter dated the 11th of August.

I trust, therefore, that your Department will recognize the necessity of giving prompt effect to the determination of the Government of Canada as expressed by the Honourable Minister of Railways, and that the postponement of the meeting of the Cabinet will not cause any delay in the delivery of the Branch when such delay would seriously prejudice the interests of the Province in a matter of the utmost importance concerning which the Government of Canada have been fully advised from time to time.

I have the honor to be, Sir, your most obedient servant,

ALBERT GAYTON, *Commissioner Public Works and Mines.*

Hon. J. H. POPE, Acting Minister Railways.

OTTAWA, 18th September, 1883.

SIR,—I am instructed to acknowledge the receipt of your communication, under date the 11th instant, having reference to the transfer of the Pictou Branch Railway to the Government of Nova Scotia.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

Hon. ALBERT GAYTON, Commissioner Public Works and Mines, Halifax, N.S.

DEPARTMENT OF RAILWAYS AND CANALS,

OTTAWA, 1st October, 1883.

SIR,—With reference to your letter of the 10th ultimo, urging on the Dominion Government the transfer of the Pictou Branch Railway to the Government of the Province of Nova Scotia, I have the honour, under instructions from the Acting Minister of this Department, to inform you that the whole question of proposed transfer in the legal bearing has been most carefully considered by his colleagues and himself, and that the conclusion to which they are compelled is that the special provision of the Act 42 Victoria, chapter 12, and of the agreement between the several parties concerned, dated 1st February, 1879, under which the transfer in question would be made, apply only under circumstances which are in no way similar to those at present existing.

It is therefore beyond the power of the Dominion Government to comply with the present request of the Government of the Province of Nova Scotia in relation to this matter.

I am, Sir, &c.,

A. P. BRADLEY, *Secretary.*

Commissioner of Public Works and Mines, Halifax.

THE COAL MINING ASSOCIATION OF PICTOU COUNTY,

STELLARTON, N. S., 2nd October, 1883.

SIR,—The petition of the undersigned, representing the coal interests of Pictou County, humbly sheweth :

That whereas it is currently reported that the Provincial Government, on obtaining possession of the Pictou Branch, are likely to increase the freight rates on coal over the Branch, and that such an increase would likely be to the detriment of the trade, and also of the Intercolonial Railway, in that, if an increased charge be

made it will lead to a reduction in the tariff, and the I. C. R. would suffer by the reduction unless an equivalent advance was also made, *pari passu*, on the I. C. R.

Your petitioners pray that you will be pleased to exercise the power vested in you by the Truro and Pictou Railway Transfer Act, and refrain from sanctioning any increase in rates which have been current for years, until you have satisfied yourself that an increase is advisable for the majority of interests involved. And as in duty will ever pray,

Your humble and obedient servant,
The Coal Association of Pictou County.

Representing { The Halifax Company (Limited),
" Vale Coal, Iron and Manufacturing Company,
" Intercolonial Coal Mining Company,
" Acadia Coal Company.

JOHN R. GREEN, *Secretary*.

Hon. Sir CHARLES TUPPER, Minister Railways and Canals.

"RUSSELL HOUSE," OTTAWA, 8th October, 1883.

SIR,—The Government of Nova Scotia received on the 4th inst. a Communication from your Department dated the 1st inst., addressed to the Hon. Commissioner of Public Works and writes with reference to the "Pictou Branch Railway;" while it appears from that Communication, that the Dominion Government are unable to comply with the present demand for the transfer of the Branch, the reasons for this conclusion are not stated. The Government of Nova Scotia have to request that you will be pleased to inform them of the grounds upon which the refusal is based.

To facilitate the transaction of this business, which is of so great importance to our Province, the undersigned members of the Government of Nova Scotia have been deputed to visit Ottawa, and will be glad to receive a statement as to the views of the Dominion Government regarding this matter.

We have the honor to be, Sir, your obedient servants,

WILLIAM T. PIPES,
W. S. FIELDING.

Hon. J. H. POPE, Acting Minister of Railways.

OFFICE OF THE CHIEF ENGINEER AND GENERAL MANAGER,
CANADIAN GOVERNMENT RAILWAYS,
OTTAWA, 10th October, 1883.

SIR,—I have the honor to transmit to you herewith, for the consideration of the Hon. Acting Minister, a letter from the Vice-President of the Intercolonial Coal Mining Company, on the subject of the transfer of the Pictou Branch to the Government of Nova Scotia.

I have the honor to be, Sir, your obedient servant,

C. SCHREIBER, *Chief Engineer and General Manager*.

A. P. BRADLEY, *Secretary*, Railways and Canals.

INTERCOLONIAL COAL MINING COMPANY (LIMITED), "DRUMMOND COLLIERY,"
MONTREAL, 9th October, 1883.

DEAR SIR,—The Local Government appears to be pushing at Ottawa to capture the Pictou Branch, and with some prospect of success.

We hope sincerely that no change will be made, until arrangements are perfected to carry on the coal business with sufficient rolling stock and engine power.

We fear it is too late to stop a transfer, but we are satisfied that great disadvantages will arise, not only to the coal properties, but also to the Intercolonial Railway.

We will require transport during winter of an average weekly output of 2,000 tons. 1,000 tons of this will go to the Steel Company at Londonderry; Halifax will

take a considerable portion, and our line trade is quietly increasing, particularly in the round year business.

We do not look for much demand in Montreal this winter, as our market has been overstocked by rash speculation, backed by the Exchange Bank.

In order to develop our line trade, we require permanent arrangements, and we have no doubt it would gradually increase.

We are prepared to do much more business in winter and will be glad to take advantage of every opening offering, and we trust we will meet with no break-down of arrangements, whereby our transportation will be checked.

Yours very truly,

HENRY A. BUDDEN, *Vice-President.*

C. SCHREIBER, Chief Engineer and Manager, Government Railways.

“RUSSELL HOUSE,” OTTAWA, 17th October, 1883.

SIR,—We have to remind you that we have not yet been favored with a reply to our letter of the 8th inst., in which we requested a statement of the grounds on which the Dominion Government decline to transfer the Pictou Branch Railway to the Government of Nova Scotia. That such a statement, in explanation of the letter of the 1st inst., from your Department, is necessary, will hardly be questioned, and in our interview with you on the 10th inst., you informed us that it would be furnished to us. After a ten days' stay in Ottawa, during which we have been constantly pressing our claim, we are not in possession of a line from the Dominion Government to indicate that this important business is any further advanced than it was on the day of our arrival.

The interests of the Province have materially suffered by the failure of the Dominion Government to give prompt attention to the claim for the “Branch.” Important business of the Local Government requiring our presence at Halifax, is embarrassed by our unexpected detention at Ottawa, and what is probably the most serious aspect of the case, the Province had, on the faith of the Dominion engagements to deliver the Pictou Branch, entered into large financial operations which were about being consummated, when the refusal of your Government to deliver the Branch was announced.

These operations are now obstructed in a way that we fear will inflict a substantial loss upon the Province.

We feel it to be our duty to present these facts to the Dominion Government, and to again respectfully urge the necessity, in justice to the Province of Nova Scotia, of an immediate settlement of this question of paramount importance.

We have the honor to be, Sir, your obedient servants,

WILLIAM T. PIPES.

W. S. FIELDING.

Hon. J. H. POPE, Acting Minister of Railways.

REPORT OF THE MINISTER OF JUSTICE.

The Act 42 Vic., chap. 12, 1879, contemplates that under certain circumstances, what is known in Nova Scotia as the “Eastern Extension Railway, with the Ferry and appurtenances,” may become the property of the Nova Scotia Government, and in that case, by sections of the Act, the Pictou Branch (which has hitherto been, and is the property of the Dominion) shall be transferred to the Government of Nova Scotia, subject to certain conditions. Amongst these are, first, “that the Nova Scotia Government shall complete, equip, and establish the Eastern Extension and Ferry and appurtenances with all reasonable despatch”—and second, that “the Pictou Branch Eastern Extension and Ferry shall thereupon be efficiently and continuously operated by the Nova Scotia Government, to the satisfaction of the Governor General in Council, at a fair and reasonable tariff of charges, which shall be made and established by the Nova Scotia Government, subject to the approval of the Government of Canada, and which shall only be altered or amended with the assent and

approval of the last named Government." It is also provided: "In the event of the failure of the Nova Scotia Government to complete, equip and establish said Extension and Ferry, with all reasonable despatch, or in the event of their failure, for the period of three months, to operate the said railway and ferry, or either of them, efficiently and continuously, the two lines of railway and the ferry shall thereupon be vested in and become the property of the Government of Canada, free from any incumbrance, created either by the Government of Nova Scotia, or by the Company, which may have constructed the Extension."

As a matter of fact, the Eastern Extension was constructed by a Company from whom the Nova Scotia Government have acquired it, and to whom, it is understood, they have paid the purchase money.

The only obligation of the Government of Canada to the Government of Nova Scotia, in respect to the Pictou Branch, is to be found in the Act above recited, and whether into the hands of "the Company" or of the Government of Nova Scotia, it is, in my opinion, contemplated that the Government of the Dominion shall only divest itself of the Pictou Branch after the Eastern Extension and Ferry shall have been "completed, equipped, and established," and the tariff of charges settled. This, it is represented to me, has not been accomplished; the Ferry and the appurtenances have not been "completed and established," the Railway has not been "equipped," and the tariff of charges has not been submitted to the Government of Canada, and approved. A memorandum specifying what rolling stock was necessary to the "equipment" of the road, is stated to have been furnished to the Nova Scotia Government, as far back as last spring.

It will be observed that under the language of the Act, as quoted above, the two lines of railway and the ferry, are to be "efficiently and continuously operated" by the Nova Scotia Government, at a fair and reasonable tariff of charges, to be made and established by the Nova Scotia Government, subject to the approval of the Governor General in Council. The steps which would seem necessary for the Government of Nova Scotia to take in the matter now, in order to become entitled to the transfer of the Pictou Branch, are, first, the providing of the necessary equipment for the two lines of Railway; second, the completion and establishment of the ferry and appurtenances, and third, the submission to the Government of Canada of a tariff of charges, to be approved by His Excellency in Council.

No difficulty or delay need, I understand, be apprehended as regards the tariff of charges, which, I am informed, could be at once settled.

I would recommend that the Government of Nova Scotia be informed that, as soon as the necessary equipment has been placed upon the road and the ferry completed and established, and a tariff of charges submitted to and approved of by the Governor in Council, the Pictou Branch be transferred to the Government of Nova Scotia, in pursuance of the Act of Parliament above cited, by the Government of the Dominion.

A. CAMPBELL.

17th October, 1883.

Memorandum.

18th October, 1883.

The undersigned has the honour to represent that, under date the 11th inst., he had an interview with the Hon. Mr. Pipes, the Premier of the Government of Nova Scotia, the Hon. Mr. Fielding, a member of the Government, and Mr. Scott, General Manager of the Provincial Railways, with respect to the transfer of the Pictou Branch Railway, and that at such interview a copy of an agreement was submitted, dated the 1st instant, made between the Halifax and Cape Breton Railway Company and the Government of Nova Scotia, being for the assignment of the Eastern Extension Railway and of the Company's interest in the Pictou Branch, application for the transfer of this Branch was made by the Provincial Government, as assignees of the Company who built the road.

That the matter having been referred to the Hon. the Minister of Justice, he has, under date, the 17th inst., furnished an opinion as to the position in which the Dominion Government stands in the premises. A copy of such opinion is affixed to the present report.

That after reciting the pertinent clauses of the Act 42 Vic., chap. 12, 1879, authorizing the transfer of this Branch, the Hon. the Minister of Justice expresses the opinion that it is thereby contemplated that the Government of the Dominion shall only divest itself of the Pictou Branch after the Eastern Extension and Ferry shall have been "completed, equipped and established" and the tariff of charges settled.

That the ferry and appurtenances have not been "completed and established," the railway has not been equipped, and the tariff of charges has not been submitted to the Government of Canada and approved, although a memorandum specifying what rolling stock is necessary to the equipment of the road, was furnished to the Provincial Government last spring.

That in the opinion of the Minister of Justice, it is necessary, in order to entitle the Nova Scotia Government to the transfer of this Branch, that the several conditions shall be fulfilled, and he advises that they be informed accordingly.

That the following are the conditions suggested by the Chief Engineer of the Government Railways, as constituting a basis upon which the transfer of this Branch might be made:—

1. That the assignees agreed to a tariff of rates upon a mileage basis, framed on the Intercolonial Railway tariff of charges for traffic to and from the Pictou Branch.
2. That they provide the following rolling stock:—

	Halifax and Cape Breton Ry.	Pictou Branch.	Total.
Engines	7	14	21
1st Class Cars	4	6	10
2nd " "	4	6	10
Baggage.....	3	4	7
Box Cars.....	60	80	140
Flat Cars.....	60	90	150
Coal Cars (10 tons).....	100	450	550

The undersigned, in view of the opinion of the Minister of Justice, recommends that he be authorized to inform the Government of Nova Scotia, in reply to their application, that so soon as the necessary equipment, as above detailed, be placed on the road, and the ferry is completed and established, and further, a tariff of charges submitted to the Governor in Council and approved of by him, the Pictou Branch will be transferred to that Government, in pursuance of the Act of Parliament to that intent.

Respectfully submitted,

J. H. POPE, *Acting Minister Railways and Canals.*

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council on the 20th October, 1883.

On a memorandum dated 18th October, 1883, from the Acting Minister of Railways and Canals, representing that under date the 11th inst., he had an interview with the Hon. Mr. Pipes, the Premier of the Government of the Province of Nova Scotia, the Hon. Mr. Fielding, a member of that Government, and Mr. Scott, General Manager of the Provincial Railways, with respect to the transfer of the Pictou Branch Railway, and that at such interview a copy, herewith, of an agreement was submitted, dated the 1st inst., made between the Halifax and Cape Breton Railway Company and the Government of Nova Scotia, being for the assignment to that Government of the Eastern Extension Railway and of the Company's interest in the Pictou Branch, application for the transfer of this Branch was made by the Provincial Government, as assignees of the Company who built the road.

The Minister states that the matter was referred to the Minister of Justice, who, under date the 17th inst., furnished an opinion herewith attached, as to the position in which the Dominion Government stands in the premises and, after reciting the pertinent clauses of the Act 42 Vic., chap. 12, 1879, authorizing the transfer of this Branch, the Minister of Justice expresses the opinion that it is thereby contemplated that the Government of the Dominion shall only divest itself of the Pictou Branch after the Eastern Extension and Ferry shall have been "completed, equipped and established" and tariff of charges settled.

That the ferry and appurtenances have not been completed and established, the railway has not been equipped and the tariff of charges has not been submitted to the Government of Canada and approved, although a memorandum specifying what rolling stock is necessary to the equipment of the road was furnished to the Provincial Government last spring.

That, in the opinion of the Minister of Justice, it is necessary, in order to entitle the Nova Scotia Government to the transfer of this Branch, that the several conditions shall be fulfilled, and he advises that they be informed accordingly.

The Minister further states that the following are the conditions suggested by the Chief Engineer of Government Railways, as constituting a basis upon which the transfer of this Branch might be made.

1. That the assignees agree to a tariff of rates upon a mileage basis, framed on the Intercolonial Railway tariff of charges for traffic to and from the Pictou Branch.

2. That they provide the following rolling stock:—

	Halifax and Cape Breton Ry.	Pictou Branch.	Total.
Engines.....	7	14	21
1st Class.....	4	6	10
2nd ".....	4	6	10
Baggage.....	3	4	7
Box Cars.....	60	80	140
Flat Cars.....	60	90	150
Coal Cars (10 tons).....	100	450	550

The Minister, in view of the opinion of the Minister of Justice, recommends that he be authorized to inform the Government of Nova Scotia, in reply to their application, that so soon as the necessary equipment, as above detailed, be placed on the road, and the ferry is completed and established, and further, a tariff of charges submitted to the Governor in Council and approved of by him, the Pictou Branch will be transferred to the Government, in pursuance of the Act of Parliament to that intent.

The Committee concur in the foregoing recommendations, and they respectfully submit the same for Your Excellency's approval.

JOHN J. MCGEE.

THIS AGREEMENT, made the first day of October, in the year of Our Lord one thousand eight hundred and eighty-three, between the Halifax and Cape Breton Railway and Coal Company, hereinafter called "The Company" of the one part, and Her Majesty the Queen, represented in that behalf by the Honorable Albert Gayton, Commissioner of Public Works and Mines, a member of the Executive Council of the Province of Nova Scotia, on behalf of the Government of the said Province, hereinafter called "The Government" of the other part.

Whereas, under a certain agreement heretofore made between the Government and the Company, and certain Acts of the Parliament of the Dominion and of the Legislature of the said Province, the Government have the right to take over and acquire all the railway of the said Company, known as the Eastern Extension Railway, running from New Glasgow to the Strait of Canso, with all its rolling stock and plant, and all the rights of the Company in and to the railway running from Truro to Pictou, in said Province, known as the Pictou Branch, with all its rights and claims in connection therewith, and all the property of said Company of every kind, on pay-

ing the actual outlay of the Company, exclusive of the subsidies and subventions granted to the Company by the Dominion and Nova Scotia Governments, and it is provided by said agreement that in case of disagreement between the parties as to the amount payable to the Company for such actual outlay, such amount shall be fixed and ascertained by three arbitrators, to be appointed as in the said agreement provided.

And whereas, the arbitrators were duly appointed and made their award in the premises, and hereafter a further agreement was entered into between the Company and the Government, regulating the terms for the payment of the sum to be paid to the Company by the Government under and by virtue of said acts, agreements and awards, and said sums have been paid to the Company by the Government as provided by said last mentioned agreements, the receipt whereof is hereby acknowledged by the Company.

Now therefore, these presents witness that in consideration of the payments, as aforesaid, having been duly made as aforesaid, and of the premises generally, the Company hereby assign, transfer and convey to Her Majesty the Queen, on behalf of the Government of the Province of Nova Scotia, acting herein, by the said Honorable Albert Gayton, the railway known as the Eastern Extension Railway, running from New Glasgow to the Strait of Canso, with all its rolling stock and plant, and all the right, title, interest, claim, property and demand of the said Company in and to the railway running from Truro to Pictou, known as the Pictou Branch, and all the lands and property of the said Company of every kind, with the wharves, ferries, steamboats and appurtenances to said railways belonging or in any-wise appertaining, including such running powers over other railways as the Company are entitled to, and doth relinquish to and in favour of Her Majesty, on behalf of the said Province, the right of said Company to apply for and receive the said Pictou Branch, all of which property and rights it is hereby agreed shall, upon the execution hereof, rest in Her Majesty, for and on behalf of the said Province of Nova Scotia.

To have and to hold the same to Her Majesty on behalf of the said Province, and to Her successors and assigns forever.

The Company hereby covenants with Her Majesty, that the said railways, property and rights are, and each of them, is free from all charges, burdens and encumbrances of every nature and kind whatsoever, and that the Company will forthwith deliver to Her Majesty, for and on behalf of the said Province, or to the Hon. Albert Gayton, in his said capacity, free and undisturbed possession of the said railways, property and rights, and of each and every of them, and the Company hereby nominate, constitute and appoint the said Commissioner of Public Works and Mines and his successors in office, their agents for them, and in their name or otherwise, but for and on behalf of and to the use of the said Province of Nova Scotia, and at the expense of the said Commission to ask for, demand and receive from the Government of the Dominion of Canada a transfer of the said Pictou Branch Railway, with its appurtenances, and for that purpose hereby placed and put the said Commissioner and his successors in the place and stead of them, the said Company, with full power to do all things necessary in the premises as fully and effectually as said Company might do.

In witness whereof the parties hereto have executed these presents at Halifax, in the said Province of Nova Scotia.

Signed, sealed and delivered on behalf } THE HALIFAX AND CAPE BRETON
of the said Company this first day of Octo- } RAILWAY AND COAL COMPANY.
ber, A. D., 1883, in presence of W. T. PIPES. } T. D. MILBURNE, *Vice-President.*

[L. S.]

Signed, sealed and delivered on behalf }
of the Province of Nova Scotia, the first day } ALBERT GAYTON,
October, A. D., 1883, in presence of H. } *Commissioner Public Works and Mines,*
CROSSKILL. } *Nova Scotia.*

[L. S.]

Copy of the Report of the Minister of Justice.

The Act 42 Vict., chap. 12, 1879, contemplates that under certain circumstances what is known in Nova Scotia as the "Eastern Extension Railway with the Ferry and appurtenances," may become the property of the Nova Scotia Government, and in that case by section 5 of the Act, the Pictou Branch (which has hitherto been and is the property of the Dominion) shall be transferred to the Government of Nova Scotia subject to certain conditions. Amongst these are: first, that "the Nova Scotia Government shall complete, equip and establish the Eastern Extension and Ferry and appurtenances with all reasonable despatch;" and second, that the "Pictou Branch, Eastern Extension and Ferry shall thereupon be efficiently and continuously operated by the Nova Scotia Government, to the satisfaction of the Governor General in Council, at a fair and reasonable tariff of charges, which shall be made and established by the Nova Scotia Government, subject to approval of the Government of Canada, and which shall only be altered or amended with the assent and approval of the said last named Government." It is also provided: "In the event of the failure of the Nova Scotia Government to complete, equip and establish said Eastern Extension and Ferry, with all reasonable despatch, or in the event of their failure, for the period of three months, to operate the said railway and ferry, or either of them, efficiently and continuously, the two lines of railway and the ferry, shall thereupon be vested in and become the property of the Government of Canada, free from any incumbrance, created either by the Government of Nova Scotia, or by the Company, which may have constructed the Extension."

As a matter of fact, the Eastern Extension was constructed by a Company from whom the Nova Scotia Government have acquired it, and to whom it is understood they have paid the purchase money.

The only obligation of the Government of Canada to the Government of Nova Scotia in respect of the Pictou Branch, is to be found in the Act above recited, and whether into the hands of "The Company," or of the Government of Nova Scotia, it is in my opinion contemplated that the Government of the Dominion shall only divest itself of the Pictou Branch after the Eastern Extension and Ferry shall have been "completed, equipped and established," and the tariff of charges settled. This it is represented to me, has not been accomplished, the ferry and the appurtenances have not been "completed and established," the railway has not been "equipped," and the tariff of charges has not been submitted to the Government of Canada and approved.

A memorandum specifying what rolling stock was necessary to the "equipment" of the road is stated to have been furnished to the Nova Scotia Government so far back as last spring.

It will be observed that, under the language of the Act as quoted above, the two lines of railway and the ferry are to be "efficiently and continuously operated" by the Nova Scotia Government, at a fair and reasonable tariff of charges, to be made and established by the Nova Scotia Government, subject to the approval of the Governor General in Council. The steps which it would seem necessary for the Government of Nova Scotia to take in the matter now, in order to become entitled to the transfer of the Pictou Branch are, first, the providing of the necessary equipment for the two lines of railway; second the completion and establishment of the ferry and appurtenances; and third, the submission to the Government of Canada of a tariff of charges, to be approved by His Excellency in Council.

No difficulty or delay need, I understand, be apprehended as regards the tariff of charges, which I am informed could be at once settled.

I would recommend that the Government of Nova Scotia be informed that, as soon as the necessary equipment has been placed upon the road, and the ferry completed and established, and a tariff of charges submitted to and approved of by the Governor in Council, the Pictou Branch be transferred to the Government of Nova Scotia, in pursuance of the Act of Parliament above cited, by the Government of the Dominion.

17th October, 1883.

A. CAMPBELL.

21st October, 1883.

SIR,—I have the honour, by direction of the Acting Minister, to acknowledge the receipt of the communication jointly addressed to him by yourself and the Hon. Mr. Fielding, having reference to the question of the transfer of the Pictou Branch Railway to the Nova Scotia Government; also, of your joint letter of the 17th instant relating to the same subject.

In reply, I am to inform you that subsequently to your recent interview with him, the Acting Minister duly brought this matter before his colleagues, and that the arguments for the said transfer urged by you, together with the legal obligations entailed upon this Government by the Act authorizing the transfer, received the fullest consideration.

As the issue, I am to say that an Order in Council has just passed, a copy of which I enclose, embodying the conditions under which the Dominion Government is prepared, in pursuance of the Act, to hand over the Pictou Branch to your Government.

I have the honour to be, Sir, your obedient servant,
A. P. BRADLEY, *Secretary*.

Hon. W. T. PIPES, Premier of Nova Scotia, Russell House, Ottawa.

HALIFAX, 19th November, 1883.

SIR,—We have the honour to acknowledge the receipt from your Department of a certified copy of an Order in Council bearing date the 20th day of October instant, and for an opinion of the Hon. the Minister of Justice setting forth the objections of the Government of Canada to the claim of the Government of Nova Scotia to an immediate transfer of the Pictou Branch Railway. In several interviews had with you after receipt of these papers, we learned that further progress would be impeded by the absence of the Hon. Minister of Justice, and there seemed some ground for hoping that a satisfactory settlement of the question might be reached in another way, if further time could be allowed for consideration. Hence we left Ottawa and have deferred until the present a renewal of official correspondence on the subject.

It is to be regretted that the objections set forth in the Order in Council were not placed before the Government of Nova Scotia at an earlier date. We respectfully ask the Government of Canada to re-consider the questions involved; and we trust to be able to show that the position they have taken should not be maintained. In the first place, we respectfully submit that the Dominion Government have, by their past action, precluded the raising of these issues.

The intention of the Government of Nova Scotia to acquire the railways of the Halifax and Cape Breton Railway and Coal Company, and the rights of the Company in the Pictou Branch has long been well known to the Dominion Government, the arrangements for such acquisition having been the subject of numerous communications between the two Governments.

The Act of the Provincial Legislature confirming the agreements between the Local Government and the Company, and authorizing the acquisition of the property, was laid before the Hon. the Minister of Railways soon after it passed.

In May last, two Members of the Nova Scotia Government, Messrs. White and Fielding, went to Ottawa as delegates, and discussed the question with the Minister, Sir Charles Tupper. It was not then intimated that there was any default on the part of either the Company or of the Government which should impede the delivery of the Branch. On the contrary, unconditional assurances were given to the delegates that it would be delivered to the Provincial Government when required.

While the delegates were in Ottawa, they were informed by the Hon. W. B. Vail, that he had had an interview with the Minister with reference to the arrangements of the Nova Scotia Government.

Mr. Vail stated that he had called on Sir Charles for the purpose of discussing the transfer of the Pictou Branch, and that Sir Charles had assured him that the Branch would be delivered to the Local Government so soon as the arrangements between them and the Company should be closed.

This subject was also referred to in the House of Commons in the course of the debates on the proposed railway subsidies. On that occasion, the Minister of Railways used the following words, which may be found on page 1332 of *Hansard* :—

“ The Committee are aware that, under the legislation which has already taken place, the Government of Canada agreed to hand over the Branch from Truro to Pictou for the purpose of securing the construction of the line eastward, the Government of Nova Scotia, with an additional subsidy, secured the construction of the line of railway to the Strait of Canso. Under the existing legislation, the whole of that property is therefore the property of the Eastern Extension Company; but the Government of Nova Scotia made a contract with that Company which bound the Company, in case the Government, by a certain time, paid them their actual expenditure, irrespective of the subsidy which had been given to them, to hand over to the Government of Nova Scotia the whole property. The arbitration provided for in that contract between the Company and the Government of Nova Scotia is now taking place.

“ It is expected that in a few days that road from Truro to the Strait of Canso will be in possession of the Government of Nova Scotia, and the Government of Nova Scotia are anxious to utilize that for the purpose of securing the extension of the railway system to Sydney or Louisbourg, in Cape Breton.”

We invite the attention of your Government to the words of the Minister used in Parliament that: “ It is expected that in a few days the road from Truro to the Strait of Canso will be in possession of the Government of Nova Scotia,” showing that, in the opinion of the Minister, there were then no conditions respecting completion of contract or equipment of road, the fulfilment of which was required precedent to the transfer.

These repeated private and public assurances, coming from the Minister of Railways, who was thoroughly familiar with the whole subject, were accepted by the delegates and by our Government as satisfactory, and no further question was raised in Parliament or elsewhere.

On the 11th of August last, the Deputy Commissioner of Public Works and Mines for Nova Scotia addressed you a letter, stating that the Provincial Government and the Halifax and Cape Breton Railway Company had entered into all necessary agreements, that steps had been taken to procure rolling stock for the Pictou Branch, and that on or about the 15th of September or at the latest the 1st of October, the Provincial Government would be in a position to take over and operate both the Eastern Extension and the Branch, and requesting the co-operation of your Department in giving prompt delivery of the Branch.

On the 20th of August, the Government of Nova Scotia sent their Railway Manager, B. C. Scott, to Ottawa, with instructions to place himself in communication with your Department and arrange details of the transfer. Mr. Scott took with him, for the information of your Government, an agreement between the Government of Nova Scotia and the Company, dated 6th of June, 1883, whereby the Company, on the condition therein set forth, agreed to transfer their road, with their rights in the Pictou Branch, to the Government, on or before the 1st of October. Mr. Scott, as we are informed, notified you that he had this agreement, that the Nova Scotia Government had made payment of half a million dollars to the Company, that the money had been provided for the final payment, and that all that was required to ensure a satisfactory completion of the business was an arrangement on the part of your Government to deliver the Branch promptly.

It will be seen from these facts, that the Nova Scotia Government's first formal application for the transfer was made, not in our interview of 11th October, as the Order in Council would imply, but two months earlier, by a letter dated 11th August, at which time the Government had obtained from the Company, as above

mentioned, an equitable title to the Company's rights, and had paid the half million dollars on account of the purchase money; the road was being operated for their account by the Company, and it was arranged that the transaction was to be finally closed by the payment of the balance of purchase money and the execution of the formal transfer on the 1st of October.

We submit that the Government of Nova Scotia might reasonably expect that if objections to the transfer of the Branch were to be made, they would be raised upon the occasion of the first application, or soon after; but no objections were then offered, nor was any intimation given that qualified the assurances previously obtained.

Mr. Scott reported to the Government at Halifax that he had been informed that the business would be taken up at a meeting of Council about the 6th of September. On the 3rd of that month, the Commissioner of Public Works telegraphed you, asking when the meeting would be held, to which a reply was received that the subject could not be considered before the end of that month.

As the agreement of June 6th required the Government of Nova Scotia to pay the whole purchase money and complete the transaction with the Company on or before the 1st of October, the intimation that we could not receive an answer from the Dominion Government before the end of September was received with very great surprise.

On the 10th of September the Commissioner of Public Works and Mines sent you a letter referring to the assurances previously given, and to the serious consequences which might ensue if further delays should occur, and urging your Government to arrange at once for a transfer on the 1st of October.

Mr. Scott was again sent to Ottawa, to press the matter upon the attention of your Government, and on the 28th of September a telegram was sent to the Hon. A. W. McLelan, as a Minister from Nova Scotia, reviewing the facts of the case, and asking him to use his influence in the interests of the Province.

Thus, up to the 1st of October, the Government of Nova Scotia had been, for seven weeks, striving to induce the Dominion Government to deal with the question. The Government of Nova Scotia were, at that date, in such a position, that if they failed to pay the balance due the Company, they would lose the right to acquire the Company's property, on the favourable terms of the various agreements, and the policy initiated by the late Government of Nova Scotia, carried on by the present Administration, and unanimously supported by both branches of the Provincial Legislature, would end in a failure.

Unwilling to have such a consummation, and relying upon the assurances of the Minister, the Government of Nova Scotia paid the Company the balance due them, and finally closed the transaction.

After this had been done we learned, for the first time, by the letter of the 1st of October, received on the 4th, that the Dominion Government were about to place obstacles in the way. Even then we were not informed as to your Government's objections to the transfer. The letter from your Department, of 1st of October, merely stated, that in the opinion of your Government, "The special provisions of the Act 42 Vic, chap. 12, and of the agreements between the several parties concerned, dated 1st February, 1879, under which the transfer in question would be made, apply only under circumstances which are in no way similar to those at present existing."

As the letter just referred to conveyed no intimation of the nature of the objections entertained by your Government to the claim that had been before them for some time, the Government of Nova Scotia were unable to understand what, in truth, was the difficulty felt or the view entertained by your Government.

To facilitate the transaction of the business we were requested by our colleagues to proceed to Ottawa, and did so at once, arriving there on the 8th of October. We communicated with your Department at once, and wrote a letter asking to be placed in possession of the objections to the immediate transfer,

The fairness of the request was acknowledged by you at our first interview. Some remarks were made by you as to grounds that might be taken by your Government. You informed us, however, that these were not to be considered the Government's answer, and that we should await an official statement, which would be furnished us without delay. Subsequently, we had several interviews with you and also with Hon. Mr. McLelan and addressed letters to both, and also had an interview with the Right Hon. Sir John A. Macdonald, in all of which we urged the importance of prompt action. We were not furnished with the promised statement of objections until the 20th of October, when the Order in Council was handed us.

If the objections had been raised at a reasonable time the Government of Nova Scotia might have endeavored to remove them at once, or, failing in that, might have withdrawn from the engagement with the Company, received back the half million dollars which had been paid, and allowed the Company to retain the property. Inasmuch as the Dominion Government, in the first instance, gave the assurances we have referred to through the Minister of Railways, and never qualified them by any intimation during the many weeks after the Local Government formally applied for the transfer, we respectfully submit that the Dominion Government should not raise objections now, after the Province has irrevocably committed itself to large obligations which must produce most serious inconvenience if the Dominion Government do not transfer the Branch, as requested.

While it is true that the Local Government claim the Branch as assigns of the Company, it is to be observed that, independently of this, that Government have certain rights and obligations under the Dominion Act of 1879. It might be contended in law that as assigns, under the third section, sub-section A, the Government would have the right to propose a tariff, and then as a Government to approve of that tariff. But as the spirit of the Act contemplates that the tariff shall be subject to the approval of an independent tribunal, and it may be contended that while they own the railway the Local Government will not hold that position, we are prepared, if the suggestions we are about to make on the other points be adopted, to acquiesce in the view that so long as the Government of Nova Scotia continued to own the railways, the tariff should be submitted to the Government of the Dominion, as provided by section 5, and we shall presently state our view of the rights this section gives to either party. But if the Dominion Government have recourse to certain parts of the Act for the purpose of obtaining a right to approve of the tariff, they should give the Local Government the benefits while they apply the obligations of those parts. In this view, we have to respectfully take exception to the contention that whether into the hands of the Company or of the Government of Nova Scotia it is contemplated that the Government of the Dominion shall only divest itself of the Pictou Branch after the Eastern Extension and Ferry shall have been completed, equipped and established, and to tariff of charges settled.

We submit that the Act contemplates the transfer of the Branch to the Government of Nova Scotia before the completion of the Eastern Extension, and in support of this view, we call attention to the wording of the Act, read in connection with the agreement upon which it was founded, and which is cited in the preamble.

We contend that the Act itself is susceptible of but one construction on this question, and that is that the transfer of the Branch to the Nova Scotia Government is to take effect so soon as the Extension and Ferry have become the property of that Government, and so soon as that Government have been authorized to carry out the conditions of the Act. But any doubtful construction which could exist on that subject is set at rest by the terms of the agreement upon which the Act is founded.

The agreement contains the following clause:—

“That in the event of the said *two* lines of railway and ferry becoming the property of the Nova Scotia Government under the preceding sub-clause, before the said Eastern Extension Railway and Ferry are completed, equipped and established, the said last named railway and ferry, shall with all reasonable despatch be completed, equipped and established by the Nova Scotia Government,” &c.

The provisions of the Act on the subject are as follows:—

“ And so soon thereafter as the said Eastern Extension and Ferry and appurtenances shall have become the property of the Nova Scotia Government, free from encumbrances, pursuant to the agreement in that behalf between the said Government and Company, and if or so soon thereafter as the Nova Scotia Government shall be authorized to carry out the conditions herein contained, and on their part to be performed, the said Pictou Branch shall be transferred by the Government of Canada to the Nova Scotia Government, subject to the terms hereinafter set out.”

5. In the event of the said Eastern Extension and Ferry and appurtenances becoming the property of the Nova Scotia Government, as above mentioned, the said Pictou Branch shall be transferred to that Government, subject to the following conditions :—

(a.) “ That if the said Eastern Extension and Ferry and appurtenances become the property of such Government before the same are completed, equipped and established, the said Government shall complete, equip and establish the same with all reasonable despatch.

(b.) “ That so soon as the same have been so completed and established, or if the same become the property of the Nova Scotia Government, after they have been completed, equipped and established, the said Pictou Branch, Eastern Extension and Ferry, shall be thereupon efficiently and continuously operated by the Nova Scotia Government, to the satisfaction of the Governor General in Council, at a fair and reasonable tariff of charges, which shall be made and established by the Nova Scotia Government, subject to the approval of the Government of Canada, and which shall only be altered or amended with the assent and approval of the said last named Government.

(c.) “ That in the event of the failure of the Nova Scotia Government to complete, equip and establish the said Eastern Extension and Ferry, with all reasonable despatch, as above provided for, or in the event of their failure for a period of three months to operate the said railways, or either of them, or the said ferry, efficiently and continuously, in the manner hereinbefore described, the said two lines of railway and the said ferry, shall thereupon become vested in and become the property of the Government of Canada,” &c.

It is thus clearly shown that even if the Eastern Extension were not completed the Dominion Government should not, on this ground, refuse to transfer the Branch to the Government of Nova Scotia.

It is evident that Parliament intended the transfer to be made if required by the Local Government before such completion, and relied on the penalty of forfeiture as an ample guarantee that the Local Government would, with all reasonable despatch, complete, equip and establish the railway and ferry. But while we claim that under the Act, completion of the Eastern Extension and Ferry is not necessary to enable the Local Government to fairly claim the transfer of the Branch, we submit that the Eastern Extension and Ferry were some time ago substantially completed, equipped and established to the satisfaction of the Government of Canada. We are in a position to state that the objections raised by the late Local Government to the Company's claim of completion were regarded by the Minister of Railways and by Mr. Schreiber, the Chief Engineer of Government Railways, as unfounded in fact.

The Minister informed me of the undersigned (Mr. Pipes) in Ottawa in December last that the Company had substantially completed their undertaking, and that the Dominion Government could not refuse to give them the Branch.

Mr. Schreiber made a similar statement to Mr. Pipes, and we find that so far back as 28th July, 1882 he (Mr. Schreiber) in an official letter to you said: “ I may say that I went over the works some time ago, and so far as a cursory examination admitted of, it certainly appeared to me they had built a good substantial road, and upon enquiry at the Straits of Canso, I learned that the steamer employed had performed her service fairly well.”

If I am right in my views, it would appear as if the Company were entitled to receive the road.

It may be stated that the objections offered by the late Government of Nova Scotia to the Company's claim were to some extent technical, the Government's object being to have the Branch remain in the hands of the Dominion Government until the consummation of arrangement then in progress for the acquisition of lines by the Province. But in one point the present Government felt the objections were of a more substantial character—the sufficiency of the ferry steamer "Norwegian." To that we shall presently refer. It seems evident from the facts here presented, that the Dominion Government recognized the Eastern Extension and Ferry as having been substantially completed, equipped and established, and would have delivered the Branch ere this to the Company if the rights of the latter had not been acquired by the Local Government. In December last, the Government of Nova Scotia were notified to appear before the Minister of Public Works at Ottawa for the purpose of having the question of completion of the Company's contract determined by the arbitration of the Minister.

The dispute between the Local Government and the Company was then settled by an agreement, in which the Government bound themselves that in event of their withdrawing from the scheme for the purchase of the property, they would at once grant the certificate of completion, and assent to the transfer of the Branch to the Company; and thereupon the Company's solicitor, Hon. J. J. C. Abbott, addressed a letter to the Hon. Minister, informing him that the differences between the Government and the Company, concerning which he had been asked so arbitrate, had been adjusted by an agreement between the parties.

With reference to the sufficiency of the ferry, the only questions as to completion now raised, the Government of Nova Scotia have taken such steps as should leave no room for exception. The steamer is off the ferry route at present, only for the purpose of being thoroughly repaired. So soon as the arrangements would permit, the Local Government undertook to make such improvements in the boat as would render her sufficient. In July they invited the Inspection of your own officials, Mr. C. R. Coker, Inspector of Hulls, and Mr. W. M. Smith, Steamboat Inspector, and requested him to report whether she could be made thoroughly efficient, and if so, to specify what repairs or improvements were required. They reported that the "Norwegian" could be made a first-class vessel for the service. Steps were immediately taken to carry out their recommendations, and the work is now making rapid progress. The hull is being strengthened and extensively repaired, a new boiler is in course of construction, a condenser is being made, the machinery is being thoroughly overhauled and repaired. These improvements, it is estimated, will cost between \$10,000 and \$12,000. Where it has been possible, the contractors have been required to bind themselves, under penalties for every day's delay beyond the time specified for the performance of the work.

The efforts thus made by the Local Government to improve the ferry service should be a sufficient guarantee of their determination to perform their part in good faith. To refuse a transfer of the Branch because the steamer has been taken off the ferry for repairs, would, we submit, be unreasonable. We are not aware of any facts that warrant the statement in the Order in Council, that the Eastern Extension has not been equipped. The railway has been in operation for considerable time, performing its work in a satisfactory manner, and the adequacy of its equipment has not hitherto been questioned.

The rolling stock provided by the Company was in most cases in excess of the quantity mentioned in the Order in Council as an equipment for the Extension. In addition to this, there is now on the road a quantity of new stock ordered by the Government. It must be evident from these facts that there is no ground for the contention that the Eastern Extension "has not been equipped."

As to the Pictou Branch, we are unable to find in the Act a single word which requires the Company or the Government to equip it prior to the transfer, and obviously it could not be equipped by the Government while they were not in possession of it. Here again Parliament very properly considered that the penalty of forfeiture in case of default was ample to induce the Local Government to take all necessary

steps to equip and operate the road. We submit that, on re-consideration, the conclusion must be reached that there is no ground for a present demand that the Dominion Government should be satisfied as to the equipment of the Pictou Branch. Hence the stipulations of the Order in Council as to the equipment of the Branch, as a condition precedent to the transfer are at variance with the Act and should not be insisted on.

The Order in Council attaches undue importance to the memorandum of rolling stock said to have been furnished to the Nova Scotia Government last spring. We have already pointed out that in our view of the question the Dominion Government have not the right to stipulate as they now propose as to the stock for the Branch. If the memorandum referred to had been furnished to the Nova Scotia Government as a condition of transfer it would at once have been objected to. As a matter of fact it was not so furnished nor was it ever made an official paper. In the course of interviews between the Minister of Railways and Messrs. White and Fielding, of the Nova Scotia Government, in May last, the Minister offered to furnish a copy of a memorandum, prepared by Mr. Schreiber, of the quantity of rolling stock he estimated would be required for the two roads. The offer was thankfully accepted and Mr. Fielding received the memorandum from the Minister in a hotel in Ottawa. But it was neither offered nor received as a condition of transfer or as a demand by the Dominion Government. It was an unofficial paper kindly furnished by the Minister to the delegates for their information.

This subject was discussed at our interview with you on the 11th ult. Mr. Trudeau, the Deputy Minister, made a search of the Departmental records, and reported to you in our presence that there was nothing to show that the Government of Nova Scotia had ever been asked to supply the rolling stock mentioned in the memorandum.

The Local Government have provided an equipment which, they are advised will, under fair arrangements between the Dominion and Provincial roads, such as are usually made for through traffic by companies operating connecting lines, prove sufficient for the efficient working of the roads. The adjustment of the proportion of coal cars to be furnished by the Nova Scotia Government was one of the questions which Mr. Scott was sent to, Ottawa, in August to settle with your Department. Hence, if there is any deficiency in the equipment for through coal traffic, it arises, not from any unwillingness on the part of the Nova Scotia Government to furnish its proportion of cars, but from the failure of the Dominion Government to meet our request for an arrangement in this and other matters of detail. The additional stock called for by the memorandum of Mr. Schreiber would, we are informed, unnecessarily add about \$400,000 to the outlay of the Province. The Nova Scotia Government do not wish to incur any expense for equipment that is not necessary.

While we cannot admit the right of the Dominion Government to prescribe the quantity of rolling stock, we may remark that we have already given an intimation that should remove any fear they have on the score of equipment.

We have repeatedly stated that upon a transfer of the Branch being given, the Nova Scotia Government would agree to refer the question of equipment to Mr. Schreiber, representing the Dominion, and Mr. Scott, representing the Province, and in event of their disagreement to a third railway manager, to be mutually chosen.

To guard against misunderstanding on this point, we made the proposal in writing to Hon. Mr. McLelan, on the 11th of October, and authorized him to use it when the question came before the Council. If the Branch be transferred and the question of equipment be referred, as suggested, and the tribunal decide that the rolling stock provided is insufficient for the traffic, the Nova Scotia Government will, with all reasonable dispatch, supply the deficiency, and it is not to be forgotten that a failure to operate the line efficiently involves the right of the Dominion Government to forfeit the property, and is the stipulated and adequate security for due diligence in this respect.

There remains for consideration the question of the tariff, the most important one. Your Government have taken the ground that the tariff must be settled before

the transfer, and they not only treat this as a condition precedent, but they go further and themselves propose a tariff. All this, we submit, is directly at variance with the Act, which contemplates that the transfer should first be made and that then a tariff should be prepared by the Government of Nova Scotia, and submitted for the approval of the Dominion Government. A fair interpretation of the Act would, we suggest, be, that upon taking possession of the Branch, the Local Government should operate it under the existing tariff, which not only has the approval of the Dominion Government, but is of their own creation, until the preparation of a new tariff, to be submitted to the Dominion Government for approval at their earliest convenient time. In our interviews with you, and also in our letter, to Hon. Mr. McLellan, we offered to do this. We would urge that more cannot be required in law or in equity.

While we claim that the tariff question does not properly arise now, we feel that, in a matter of so much importance we should, even at this time, guard against any misunderstanding. We submit that the tariff proposed in the Order in Council is one that the Government of Nova Scotia should not be asked to agree to as the fair and reasonable tariff contemplated by the Act of the Dominion Parliament. Indeed, you, Sir, in one of our early interviews, frankly admitted that the present rates which we are asked to continue are, in some cases, not fair and reasonable. If the condition now proposed had been placed in the agreements or Acts relating to the transfer, we feel satisfied that the Company would never have undertaken their contract, and we have no hesitation in saying that the Government of Nova Scotia would not have taken proceedings to acquire the Company's property and rights if it had been understood that the existing rates on through traffic were, in all cases, to be continued. The rate on a large portion of the through coal traffic is three-tenths of a cent per ton per mile. This, we are advised, is lower than the rate of any of the railway companies whose tariffs have been approved by the Dominion Government. We must respectfully take exception to the proposal that the through rates should be divided between the Intercolonial and Pictou Branch on a mileage basis. Coal for the Upper Provinces passes over 40 miles of the Pictou Branch, and 618 of the Intercolonial. A division of the through rates on a mileage basis, allowing the short line of 40 miles no more per mile than the line which has the long haul of 618 miles, would be so much at variance with the well understood principles of railway business, that we feel we need only call attention to the effect of the proposal to satisfy your Government that it should not be adhered to when the traffic question properly comes up for consideration. The question of terminal charges has an important bearing on through rates. When it is considered that there are larger terminal charges on the short line than on the long one, the unfairness of the proposed mileage basis becomes still clearer. It may be observed that the Government of the Dominion has no greater interest than the Government of Nova Scotia in promoting the coal trade,—indeed not so much. The successful operation of the Pictou Branch depends very largely on the development of the mining interests of the country through which it passes. Even more important than this is the fact that the coal royalties form the largest source of Provincial revenue, apart from the subsidy from the Dominion. Consequently, the Government of Nova Scotia have every motive to encourage the coal trade, by establishing low rates of freight on the railways, and there can be no cause for any fear on the part of the Dominion Government that the rates to be proposed by the Local Government will be other than fair and reasonable.

We shall not dwell longer on the question of the tariff, but beg leave to refer to the annexed Report from Mr. Scott, on this, and also on the condition respecting rolling stock.

With regard to the legal aspects of the subject, we have consulted eminent counsel, who fully concur in the views we have expressed.

We have hitherto confined our remarks to the question of the transfer of the Pictou Branch to the Local Government. We deem it proper to observe, before concluding, that our Government have at all times been desirous of utilizing the Branch, for the purpose of securing the extension of the railway system into the Island of Cape Breton.

They have been willing that the Dominion Government should retain the Branch and acquire the new road to the Strait of Canso, on any fair terms that would give assurance of the accomplishment of that purpose. We respectfully urge that the Dominion Government should either enter into such an agreement, or promptly transfer the Branch to the Local Government, free from any conditions or restrictions that would prevent the latter from making the enterprise a remunerative one to the Province.

Already the Province has suffered considerable loss through the delay in the arrangements for the transfer. The imposing of the conditions mentioned in the Order in Council would largely increase the first cost of the undertaking to the Province and, at the same time, so reduce the expected revenue as to not only destroy all hope of making the properties available in assisting Cape Breton extension, but also deprive the Province of moneys relied on to pay interest on the capital invested in the roads.

Thus, what has been regarded by all parties as a wise and profitable undertaking would, by the unfair restrictions, be made a burden, and the grants for the ordinary services—already, in some cases, too small—would have to be reduced to enable the Government to meet the obligations of the Province.

We respectfully beg that these representations may receive early attention from your Government, and we trust that, on a re-consideration of the whole question, they may see that the request of the Government of Nova Scotia is, in all respects, reasonable, and that compliance with it will fulfil both the express terms of the Act and the well understood design of all parties in the policy which the Act was framed to carry out.

We have the honor to be, Sir, your obedient servants,

WILLIAM T. PIPES.
W. S. FIELDING.

Hon. J. H. POPE, Acting Minister of Railways.

TABULATED STATEMENT, Showing Quantity of Rolling Stock, Estimated Value per mile, as also Classified Distribution per mile, on the Dominion Railways as a Whole, and also on Special Railways, as compared with the Equipment of the Nova Scotia Railway.

Name of Railway in Operation.	Miles.		Rolling Stock.							Total Value at Present Prices.	Value per Mile of Rail way.	Gross Earnings per Mile per Annum.	Classified Distribution of Rolling Stock.										
	Length of Railway.	Miles.	Engines.	1st Class Cars.	2nd Class Cars.	Baggage Cars.	Box Cars.	Platform Cars.	Coal Cars.				Engines.	1st Class Cars.	Miles.	2nd Class Cars.	Miles.	Baggage Cars.	Miles.	Box Cars.	Miles.	Platform Cars.	Miles.	Coal Cars.	Miles.
Whole of Railways in Dominion	8,069	1,328	632	362	327	18,910	9,596	2,950	\$ 35,000,000	\$ 4,300	\$ 3,000	1 5	1 12½	1 22	1 22	1 22	2 2½	1 1	1 1	1 4	1 1	1 1	1 33
Grand Trunk Railway	1,235	444	180	131	103	7,948	2,069	364	11,800,000	7,000	8,600	1 23	1 7	1 53	1 12	1 64	1 14	1 1	1 1	1 1	1 1	1 1	1 1
Intercolonial.	840	124	51	41	35	1,524	1,161	1,018	3,581,000	4,250	2,500	1 63	1 16½	1 20½	1 24	1 14	1 11	1 1	1 1	1 1	1 1	1 1	1 1
Toronto, Grey & Bruce... ..	191	22	16	.....	8	175	150	.....	497,000	2,600	2,000	1 9	1 12	.....	1 24	1 1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
Q. M. O. & O. Railway... ..	339	36	33	18	19	491	432	.....	1,142,000	3,360	3,000	1 10	1 10	1 18	1 18	1 1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
Nova Scotia Railway— Truro to Canso.	130	14	12	6	6	57	120	Hopper } 150 } Gondola } 100 }	454,000	3,500	Approximate	1 9	1 11	1 22	1 23	1 24	1 1	1 2	1 1	1 1	1 1	1 1	1 1
Nova Scotia Railway— Rolling stock called for by Dominion Govt.	130	21	10	19	7	140	150	550	843,000	6,500	1,800	1 6	1 13	1 13	1 18	1 10	1 1	1 1	1 1	1 1	1 1	1 1	1 1

Statement referred to in my Report to Hon. Messrs. Pipes and Fielding, dated November, 1883.

C. A. SCOTT,
General Manager, Nova Scotia Railway.

HALIFAX, 20th Nov., 1883.

HALIFAX, 16th November, 1883.

GENTLEMEN,—In compliance with your instructions, I beg to submit to you my views respecting two of the main conditions named by the Dominion Government, that from their standpoint, they consider necessary your Government should fulfil before transferring the Pictou Branch Railway.

In the report of Committee of the Hon. Privy Council, dated the 20th October, 1883, the first condition reads as follows:—"That the assignees agree to a tariff of rates upon a mileage basis framed on the Intercolonial Railway tariff of charges for traffic to and from the Pictou Branch."

Now, in assenting to this condition, as I interpret it, your Government would of necessity be obliged to accept the present tariff in force on the Intercolonial Railway, as the basis upon which to calculate the proportionate rates to accrue to the "Nova Scotia Railway." The Eastern Extension Railway having a mileage of 80 miles, and the Pictou Branch 52 miles, gives a total of 132 miles to be operated by your Government as against 840 miles of the Intercolonial system; as the bulk of the traffic "coal" is confined to only 40 miles of the Pictou Branch, viz.: from New Glasgow to Truro.

I consider it equitable to compare the mileage of the two railways as 40 is to 618 miles (Truro to Chaudière).

On the conditions imposed, your Government is bound to carry freight over the 40 miles on a proportionate basis. It must be remembered that the traffic having its chief source at New Glasgow and Stellarton (coal districts), the heavy charges for terminal expenses, such as employees, heavy wear and tear of siding track and motive power, in shunting, and all contingent terminal work will fall upon the Nova Scotia Railway, with its small mileage; apart from this, the Branch has heavy and long grades, with severe curvature to contend with, as against comparatively easy grades and fair alignments; these are the practical difficulties to be met with in operating the Pictou Branch. Your Government being asked to accept the pro rata on a mileage basis, the question arises as to the margin of profit left for the Branch. From my experience, rates are established between connecting lines where the bulk of traffic consist in coal and iron ores, on an equal mileage basis, or virtually on a local tariff, where the differences in mileage is so great. The local rates for freight on the Intercolonial Railway, as far as ordinary merchandise, lumber, &c., are concerned, are far out of proportion to those roads of a similar character to the Pictou Branch in point of competition. Had the condition been pro rata on the tariff now in force between Pictou Landing and Halifax, the question would be one difficult to solve, but to ask that a road of 40 miles, bearing all the heavy terminal expenses, should pro rata, with a railway of the length of the Intercolonial, upon a large coal traffic, is a proposition totally impracticable and at variance with all railway usage in practice.

To illustrate the position, I beg to submit the following figures, showing what proportion the Pictou Branch would receive, taking the present tariff and last year's traffic as a guide:—

1st. Shipped to Halifax, 1882, 60,000 tons (about), average $\frac{2}{3}$ cent per ton per mile, on 40 miles (Pictou Branch)	\$21,600
Shipped to London during 1882, 70,000 tons at $\frac{1}{2}$ cent per ton per mile, 40 miles.....	14,000
Shipped to Chaudière 35,000 tons, at $\frac{1}{3}$ cent. per ton per, mile 40 miles.....	4,500
Total receipts.....	<u>\$40,150</u>

This would give about $\frac{2}{3}$ of a cent per ton per mile, on 40 miles of road (Pictou Branch).

2nd. Shipped to local points between New Glasgow and Halifax and Moncton 52,000 tons, at $1\frac{1}{4}$ (average) cents per ton per mile, on 40 miles.....	\$27,400
3rd. Shipped to Pictou Landing 63,000 tons at 16 cents per ton or 2 cents per ton per mile.....	\$10,080

Summary.

Lots Nos. 1 and 2, 217,000 tons, 49 miles==8,680,000 tons, moved 1 mile, average $1\frac{7}{10}$ cents per ton per mile...	\$67,530
Lot No. 3, 63,000 tons, 8 miles==504,000 tons, moved 1 mile, at average of 2 cents per ton per mile	10,080
Total receipts (gross) for moving 280,000 tons.	\$77,610

In the above statements I believe I have the figures as accurate as can be arrived at. It then requires no great knowledge in railroading to arrive at a conclusion that the above rates (upon a 40 mile basis) cannot be considered sufficient to pay actual operating expenses, not to speak of interest on the original cost of the railway. It, therefore, cannot be interpreted as a fair and reasonable tariff.

I have thoroughly investigated the question of coal traffic in the United States, and I find that in the great coal districts of that country (Pennsylvania) the following figures will give about an average of rates adopted on all the principal railways. Take, for instance, a road of nearly 400 miles in length: the lowest rate per 40 miles is 50 cents per ton ($1\frac{1}{4}$ cents per ton per mile); the highest rate (same mileage), 67 cents per ton, short distances, from 1 to 40 miles, 42 cents per ton; 200 miles, \$2.74 per ton; 106 miles, \$1.40 per ton. The railway above referred to moves over 6,000,000 tons per annum, at these rates; the greater the mileage and the larger the shipments the less the rates should be. I consider, therefore, that the comparison between the rates of the Intercolonial and those of American roads admits of no discussion, as there is but little difference in the cost of operating them. I hardly think it necessary for one to go further into the question to show that the tariff you are asked to adopt with regard, more especially to coal traffic, is a losing one, and far from being a fair and reasonable tariff.

I now come to the other condition imposed, in the matter of "rolling stock," to be provided to operate your railway, while your Government is not called upon to furnish any specific quantity, but simply to "operate the road efficiently." I desire to place before you a statement (herewith attached) showing that the Nova Scotia railway is (with the exception of the proportion of car stock which at any time will be provided) equipped better than any other railway in the list. To come to figures. You will notice by the statement that the Dominion Government calls for an amount of rolling stock (calculated at present prices) equivalent to \$843,000, or on the mileage of both branches, 130 miles, to \$6,500 per mile of track. Now as \$143,000 worth of stock will be sufficient to operate the Eastern Extension, the balance called for would represent a value of \$13,000 per mile, as applied to the Pictou Branch, as against \$9,000 per mile supplied by the Grand Trunk Railway of Canada, having a gross revenue of about \$9,000 per mile, while the Pictou branch will not yield over probably \$2,500 per mile per annum, or both branches \$1,800 per mile per annum.

A glance at the tabulated statement will show the proportion of rolling stock on the railways in Canada as compared with what you have to operate the Pictou Branch and Eastern Extension. The statement is clear, and has been compiled from the Dominion Railway Statistics of 1881 and 1882.

In conclusion I have only to say that, in my estimation, you have now on hand all the rolling stock necessary to operate the Pictou Branch and Eastern Extension Railways efficiently, in every sense of the word—that is, taking the present traffic as a basis. The only question open as to rolling stock supply is that of the proportion of coal cars you would be obliged to furnish according to mileage, and I submit that

your Government is only called upon to supply this class of stock according to the mileage of railways operated. This is strictly in accordance with all railway usage and practice the world over.

I remain, your obedient servant,

C. A. SCOTT, *General Manager, Nova Scotia Railway.*

Hon. W. T. PIPES, Premier, Hon. W. S. FIELDING, Halifax.

By telegraph from Ottawa to Hon. W. T. Pipes and W. S. Fielding, Halifax, N.S.

OTTAWA, 22nd November, 1883.

Your lengthy communication of 19th inst, received to-day.

J. H. POPE.

6th December, 1883.

SIR,—I am instructed to transmit for your perusal a communication dated the 19th November, received from the Hon. Messrs. Pipes and Fielding, of the Nova Scotia Government, conveying the views of that Government on the subject of the Pictou Branch Railway, and soliciting a reconsideration of this matter by the Dominion Government.

The Acting Minister requests that you will be pleased to advise him as to the right of the Nova Scotia Government to claim the Pictou Branch road under the arrangement as set forth in Order in Council of the 20th October, 1883 (copy herewith), after duly considering the points raised in the accompanying statements.

I am, Sir, your obedient servant,

A. P. BRADLEY, *Secretary.*

G. W. BURBIDGE, Deputy Minister of Justice.

SUPPLEMENTARY RETURN.

(58a)

TO an ADDRESS of the HOUSE OF COMMONS, dated 28th January, 1884;—
For copies of all correspondence between the Local Government of Nova Scotia and the Department of Railways and Canals, respecting Railway matters in the Province of Nova Scotia, of a date since the 6th March, 1883.

By command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
12th February, 1884.

MEMORANDUM giving the chief points of a conversation had on the 11th October, 1883, between the Hon. Mr. Pope and the Hon. Mr. Pipes, Premier of Nova Scotia, the Hon. Mr. Fielding, member of that Government, and Mr. Scott, General Manager of the Provincial Railways, in relation to the transfer of the Pictou Branch.

Mr. Pope.—

Q.—In what capacity are you acting, when you ask that the Pictou Branch be handed over to you?

Mr. Pipes.—

A.—As Assignees of the Company who built the road (between New Glasgow and the Strait of Canso, viz.: the Halifax and Cape Breton Railway Company.)

Q.—Is there any incumbrance on the roads?

Q.—What is the present position of the ferry? A.—No.

No direct answer was given, but it was stated that an agreement had been entered into for the expenditure of the sum of \$10,000, on the boat in order to place it in a condition satisfactory to the Steamboat Inspector.

In reference to the matter of the wharf on the Cape Breton side it was stated that the best point for crossing had not yet been determined and that, therefore, no special ferry wharf had so far been provided.

Q. Has the road been examined by engineers on behalf of the Nova Scotia Government?

A. Yes, on behalf of a former Government. The examining engineer reports it as satisfactory; this report, however, applied rather to the ferry than to the road itself. Mr. Fielding stated that his Government considered themselves as bound by the action of their predecessors in respect of this matter.

With respect to the question of the sufficiency of rolling stock on the branch, Mr. Fielding observed that as it would be to the interests of the Province that the road should be operated as profitably as possible, they would look after those interests by providing sufficient rolling stock.

With reference to the question of tariff, Mr. Pope said that it would be well that the rates of carriage, particularly of coal, should be dealt with in the agreement for the transfer of the Branch; that such rates should not be higher than those at present in force or hereafter to be adopted on the Intercolonial Railway.

To this it was answered, that the Dominion Government have the power of fixing the rates, and that no change from the existing rates could be made without the sanction of that Government.

Mr. Pope said that large sums of money had been invested in the coal and iron trades, and that the uncertainty attaching to the non-definition of rates and the possibility of change was creating great uneasiness in the Province. That by fixing the rates, a matter which could be as well arranged now as at any future time, confidence would be given to those whose interests lay in the trades referred to.

OTTAWA, 8th December, 1883.

SIR,—During the discussion of the points of difference between the Government of Canada and the Government of Nova Scotia, respecting the transfer of the Pictou Branch Railway, reference was made to the desirability of some arrangement by which the Dominion Government might retain the Pictou Branch and acquire the Eastern Extension road. The Government of Nova Scotia, as has been explained in previous communications, have been anxious to utilize these lines to secure railway extension into the Island of Cape Breton. They desired to obtain from the Dominion Government an engagement to provide for such extension, but that you have intimated cannot at present be given.

We now propose to transfer the Eastern Extension Railway, with its rolling stock and ferry, the new rolling stock, and the rights of the Province in and to the Pictou Branch to the Dominion Government, leaving them free to utilize the same in such manner as they may deem best to attain the object in view.

The Dominion Government would be required:—

(1.) To pay to the Government of Nova Scotia the sums paid by them to the Halifax and Cape Breton Railway and Coal Company, under the agreements and the Arbitrators' award.

(2.) To pay and assume all expenses, interest, charges and obligations that have been incurred by the Government of Nova Scotia in their proceedings to acquire, pay for, repair and equip these railways, with the Canso Ferry, so that the Province shall suffer no loss on account of having taken such proceedings.

We had hoped that if no guarantee of extension into Cape Breton could be given, the Dominion Government would take the lines and pay the Province its total outlay, including subsidy; but as you have informed us that such a proposal could not be agreed to, it is to be understood that the sums to be paid by the Dominion Government, under this proposal, shall not include the cash subsidy paid by the Government of Nova Scotia to the Company, under the contract for the construction of the Eastern Extension.

Such legislation to be recommended to the Dominion Parliament and the Legislature of Nova Scotia by the respective Governments, as may be necessary to carry out the arrangement hereby proposed.

We have the honor to be, your obedient servants,
 WILLIAM T. PIPES.
 W. S. FIELDING.

Hon. J. H. POPE, Acting Minister Railways and Canals.

OTTAWA, 8th December, 1883.

SIR,—Referring to our letter of this date, and to your request for a maximum statement of the amount to be paid by the Dominion Government, we regret that we cannot furnish you with such a statement at present. We can, however, guarantee that the sums for payments to Company, Arbitrators' fees, legal expenses, delegations, printing &c., shall not exceed what is set forth in an approximate statement previously handed to you, which is as follows:—Paid to Halifax and Cape Breton at various times, \$1,153,975.42 (interest to be added from date of each payment); arbitrators' fees, legal expenses, delegations, printing, &c., \$9,000. This will have to be arranged:

1. C. C. Gregory's claim, respecting \$40,000 bonds, in which your Government would stand in the same position as the Nova Scotia Government now occupy to the Company. For the history of this claim we refer you to Mr. Wallace Graham, Q.C., Halifax, agent of the Minister of Justice, who is at present in Ottawa, and who is engaged in the case for the Company, in conjunction with Hon. J. J. C. Abbott.
2. New rolling stock to be purchased from us at cost and charges.
3. Steamer "Norwegian."
4. Repairs to old rolling stock, and repairs to road since the Local Government assumed control.
5. Operating account.
6. Agreement with Bank of Montreal, if necessary, for withdrawal of our proposed English loan.

You can assure your colleagues that no expense has been incurred by our Government that has not been necessary. Our rolling stock has been purchased low, and is of the best class. The repairs to the old rolling stock are such as would have been necessary if you had had the stock, and they have been made under the direction of a competent man. We shall be prepared to furnish details of all items for which we claim, and also vouchers if required. We do not expect to receive a dollar beyond what has actually been expended or incurred. We think there will be no difference of opinion as to the charges to be admitted, but it might be well to guard against difficulty or delay on that score by agreeing on some person to settle such difference, if any arise, in a summary way. For this purpose, we shall be satisfied to accept the decision of any judge of the Supreme Court of Nova Scotia whom you may name.

We have the honor to be, your obedient servants,
 WILLIAM T. PIPES.
 W. S. FIELDING.

Hon. J. H. POPE, Acting Minister of Railways and Canals.

RETURN

(53b)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884 ;—For a Statement of the Revenue and working expenses of the Intercolonial Railway, accrued for the six months ending 31st December, 1888, under the several divisions, similar to Annual Statement B, Intercolonial Railway, in the Public Accounts.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
13th February, 1884.

Secretary of State.

RETURN

(53c)

To an ORDER of the HOUSE OF COMMONS, dated 30th January, 1884 ;—For a Return of Casualties to trains on the Intercolonial Railway, arising from collision, broken rails, or otherwise, from 1st March, 1883, to 1st January, 1884 ; the respective causes and dates ; the amount of damage (if any) in each case to property ; the amount of compensation paid to owners of property destroyed or damaged, as well as amount of claims for loss or damage to property (if any) unsettled.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th February, 1884.

Secretary of State.

RETURN

(53d)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884 ;—For a Return showing the length, in miles, of the Intercolonial Railway, between River du Loup and Moncton, and the original cost of constructing the same ; also the length of said road between the boundary of New Brunswick and Truro, together with the cost thereof, not including the rolling stock.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
10th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing the above Returns are not printed.]

RETURN

(53e)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For a Statement showing, in separate columns, the names of the several principal Officials in the service of the Government on the Intercolonial Railway; their ages, origin, place of residence, nature of employment, amount of present yearly salary, date of entering the Service, and salary at date of appointment.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th March, 1884.

Secretary of State.

RETURN

(53f)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For a Return showing the number of days and the dates upon which the Intercolonial Board of Commissioners held Sittings, from the 1st day of January, 1883, to the 31st day of January, 1884. The number of times each Member was absent from Meetings, the monthly allowances, paid to each Member, whether salary, travelling expenses or otherwise, and the total amount paid to each during the time above named; also, dates upon which Meetings were held outside of Ottawa, and where.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th March, 1884.

Secretary of State.

RETURN

(53g)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For a Statement showing the amounts derived from sale of buildings on the Intercolonial Railway, between Hadlow and Rivière du Loup, inclusively; by whom sold, the name of the purchaser, and the price paid for each Building.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(53h)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th January, 1884;—For copies of all Orders in Council, Instructions to, and Correspondence with the Commissioners under the Commission issued in connection with the claims arising out of the construction of the Intercolonial Railway, and a Statement of the matters referred to them, and of the moneys paid to them and to the Secretary, and of the number of days during which the Commissioners sat, all subsequent to the period covered by the Return to the Address of last Session.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th March, 1884.

Secretary of State.

RETURN

(53i)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1884;—For copies of Arrangements made between the Dominion Government and the Quebec Central Railway Company, whereby the said Company enjoys the right of way over that part of the Intercolonial Railway known as the St. Charles Branch.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

RETURN

(53j)

To an ADDRESS of the HOUSE OF COMMONS, dated 10th March, 1884;—For a Statement of all copies of Correspondence, not already brought down, between the Dominion Government and the Government of New Brunswick, relating to a claim made by the latter Government for the balance they claim is due them on that portion of the Intercolonial Railway known as the Eastern Extension, since May, 1876; also, all Minutes of Council since that date.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(53k)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Return showing the quantity of Rolling Stock purchased for the Intercolonial Railway during the year ending 31st December, 1883, giving each kind of Rolling Stock, and whether purchased under contract or otherwise, the parties from whom purchased, and the cost of each kind. Also, a Statement showing what has been built during the year in the Government Workshops, giving each kind.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

RETURN

(53l)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884:—For a Comparative Statement showing the names, offices or positions, yearly salary, and time of entering the Service, of employees on the Intercolonial and Prince Edward Island Railways, in the following Departments:—Superintendent's Office, Road Department, Mechanical Department, Stores' Department and Accountant's Office. Also, the names and average monthly wages paid to Conductors, Drivers and Station Agents on the said respective Roads.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
3rd April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

COPIES

(53m)

OF Orders in Council, appointing three Commissioners to Investigate and Report on Claims arising out of the Construction of the Intercolonial Railway, &c.

—

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 28th July, 1882.

On a Report, dated 26th July, 1882, from the Minister of Railways and Canals, submitting that certain claims arising out of or connected directly or indirectly with the construction of the Intercolonial Railway, have been pressed upon his attention from time to time.

That some of the claims have been before the courts, and some have been reported upon by Frank Shanly, Esq., C.E., and others, or no action has been taken with regard to the rest of them.

That it is advisable that three Commissioners be appointed to make enquiry into the matter of these claims, and upon consideration of the evidence already taken, and upon such further investigation as to them shall seem necessary, shall report thereon to Your Excellency in Council, for the information of Council, that they may be well advised as to the liability of Her Majesty in regard to these claims.

That the Commissioners shall first, and as preliminary to the investigation of the several claims, upon being satisfied as to the facts exclude from their consideration all claims coming within any of the six following classes:—

1. Any claim made by a person between whom and Her Majesty there is no privity of contract.
2. Any claim that has been before a court of justice, and decided adversely to the claimants, except where the adverse decision was given on the following ground only, namely, that the Chief Engineer has not certified that the work has been duly executed.
3. Any claim which by agreement between the parties or their attorneys or counsel, and the persons then acting for Her Majesty, was to abide the result of a case before the courts, where the latter was decided adversely to the claim, and with the same exceptions as set out in the last class of cases.
4. Any claim arising out of, or connected with a contract, the performance of the work under which was legally taken out of the hands of the contractors, and in regard to which the work was completed at a loss to Her Majesty.
5. Any claim which has been settled and adjudicated on by the Commissioners of the Intercolonial Railway, or by the Public Works Department, or by the Department of Railways and Canals.
6. Any claim in regard to which the claimant has given a receipt in full.

The Minister, therefore, recommends that three Commissioners be appointed for the purpose of investigating the said claims and reporting to the Governor in Council their opinions as to Her Majesty's liability in regard to each of the said claims, first excluding all such as come within any of the six classes herein enumerated.

That they may use evidence taken by any court, person or persons, who have had, or may have, to do with the examination or investigation of the said claims, and may, if they deem it desirable, make further investigation and enquiry in regard to the said claims.

That an officer of the Department of Railways and Canals be appointed Secretary of the said Commissioners, and that his duties be to assist the said Commissioners, and, in that connection, to investigate the said claims.

The Committee submit the above recommendation for Your Excellency's approval, but they recommend that the duties of the Secretary be not defined as herein stated.

JOHN J. MCGEE.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, this 28th day of July, 1882.

On the recommendation of the Minister of Railways and Canals, the Committee advise that Messrs. George M. Clark, George Laidlaw and Frederick Broughton be appointed Commissioners to consider evidence, investigate and report on certain claims connected with the construction of the Intercolonial Railway, and that Mr. Louis K. Jones be the Secretary of the said Commissioners.

Hon. Minister Railways and Canals.

JOHN J. MCGEE.

CERTIFIED COPY of a Report of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council, on the 1th October, 1882.

On a Memorandum, dated 6th October, 1882, from the Minister of Railways and Canals, recommending that D'Arcy E. Boulton, Esq., of Cobourg, be appointed to take the place of Mr. George Laidlaw as one of the three Commissioners appointed under Order in Council of the 28th of July last, to investigate and report upon certain claims connected with the construction of the Intercolonial Railway, and that the Order in Council of 14th September, substituting for Mr. Laidlaw, Col. C. S. Gzowski, who, having expressed himself as unable to undertake the duty, be cancelled.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE.

Commission appointing George Mackenzie Clark, Frederick Broughton, D'Arcy Edward Boulton, Esquires, Commissioners to investigate certain claims connected with the construction of the Intercolonial Railway. Dated 7th October, 1882; recorded 25th November, 1882; Liber "E," Folio 290.

A. A. CATELLIER, *Deputy Registrar General of Canada.*

CANADA.

By the Honorable Sir William Johnston Ritchie, Knight, Deputy of His Excellency the Right Honorable Sir John Douglas Sutherland Campbell, commonly called the Marquis of Lorne, one of Her Majesty's Most Honorable Privy Council, Knight of the Most Ancient and Most Noble Order of the Thistle, and Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor General of Canada, and Vice Admiral of the same.

To George Mackenzie Clark, Esquire, Judge of the United Counties of Northumberland and Durham, in the Province of Ontario, in the Dominion of Canada; Frederick Broughton, of the City of Hamilton, in the said Province of Ontario, Gentleman; and D'Arcy Edward Boulton, of the Town of Cobourg, in the said Province of Ontario, Barrister-at-Law; and to all to whom these presents shall come—

GREETING:

Whereas, upon a Report of the Minister of Railways and Canals, bearing date the 26th day of July, in the year of Our Lord 1882, submitting that certain claims arising out of, or connected directly or indirectly with, the construction of the Intercolonial Railway, have been pressed upon his attention from time to time.

That some of the claims had been before the courts and some had been reported upon by Frank Shanly, Esq., C.E., and others, or no action had been taken with regard to the remainder of them; and that it was advisable that three Commissioners should be appointed to make enquiry into the matter of those claims, and upon consideration of the evidence already taken, and upon such further investigation as to them should seem necessary, should report thereon to His Excellency the Governor General in Council, for the information of the Council, in order that they might be well advised as to the liability of Her Majesty in regard to those claims; and that the Commissioners should first, and as a preliminary to the investigation of the several claims, upon being satisfied as to the facts, exclude from their consideration all claims within any of the six classes enumerated in the said report of the said Minister of Railways and Canals, His Excellency the Governor General in Council was pleased to approve of the said report, on the 28th day of July, in the year aforesaid, and was further pleased to order and direct that three Commissioners should be appointed for the purpose of investigation of the said claims and reporting to the Governor General in Council their opinions as to Her Majesty's liability in regard to each of the said claims, first excluding all such as come within any of the six classes herein and hereinafter enumerated, and that they might use evidence taken by any court, person or persons, who have had, or might have, anything to do with the examination or investigation of the said claims, and might, if they deemed it desirable, make further investigation and enquiry in regard to the said claims.

Now, therefore, know ye, that reposing trust and confidence in your loyalty, integrity and ability, I, the Honorable Sir William Johnston Ritchie, Knight, the Deputy of His Excellency the Governor General, by and with the advice of the Queen's Privy Council for Canada, and in pursuance of the authority of the hereinbefore in part recited Order in Council, have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint you the said George Mackenzie Clark, Frederick Broughton, and D'Arcy Edward Boulton, to be Commissioners for the purpose of investigating the said claims arising out of or connected, directly or indirectly, with the construction of the Intercolonial Railway, as set forth in the said Report of the Minister of Railways and Canals, and the said Order in Council bearing date respectively the 26th and 28th days of July, in the year of Our Lord 1882, and upon such investigation you are authorized to use evidence taken by any court, person or persons, who have had, or may have, anything to do with the examination or investigation of the said claims, and may, if you deem it desirable, make further investigation and enquiry in regard to the said claims, provided always that as such Commissioners you shall first, and as preliminary to such investigation of the said several claims upon being satisfied as to the facts, exclude from your consideration all claims coming within any of the following classes, namely:—

1. Any claim made by a person between whom and Her Majesty there is no privity of contract.
2. Any claim that has been before a court of justice and decided adversely to the claimants, except where the adverse decision was given on the following grounds only, namely, that the Chief Engineer has not certified that the work has been duly executed.
3. Any claim which by agreement between the parties or their attorneys or counsel, and the persons then acting for her Her Majesty, was to abide the result of a case before the courts where the latter was decided adversely to the claim, and with the same exceptions as set out in the last class of cases.
4. Any claim arising out of, or connected with a contract, the performance of the work under which was legally taken out of the hands of the contractors, and in regard to which the work was completed at a loss to Her Majesty.
5. Any claim which has been settled and adjusted by the Commissioners of the Intercolonial Railway, or by the Department of Public Works, or by the Department of Railways and Canals.
6. Any claim in regard to which the claimant has given a receipt in full.

And I do further order and direct that you the said George Mackenzie Clark, Frederick Broughton and D'Arcy Edward Boulton, as such Commissioners' as aforesaid, shall, from time to time, report to His Excellency the Governor General in Council, the result of such investigation and your opinion as to Her Majesty's liability in regard to each of the said claims so authorized to be investigated by you, as aforesaid.

To have, hold, exercise and enjoy the said office of Commissioners as aforesaid, unto you the said George Mackenzie Clark, Frederick Broughton and D'Arcy Edward Boulton, with the rights, powers, privileges, authorities and emoluments thereunto belonging and appertaining during pleasure.

Given under my Hand and Seal at Arms at Ottawa, this 7th day of October, in the year of Our Lord, 1882, in the 46th year of Her Majesty's reign.

By Command,

W. J. RITCHIE, *Deputy Governor.*

A. W. McLELAN, Acting Secretary of State.

OTTAWA, 17th March, 1884.

SIR,—I have the honor to acquaint you, for the information of the Commissioners appointed to investigate claims arising out of the construction of the Intercolonial Railway, that His Excellency the Governor General in Council has been pleased to order:

1. That in cases now before such Commissioners, in which the claimant is under his agreement chargeable with diminution of work caused by change of grade or location or by the omission of wooden superstructure of bridges, the Commissioners be instructed to report their conclusions on the liability of the Crown, not only as it is after making such charge, but also as it would be should the right to make the charge be waived.

2. That such Commissioners be instructed to exclude no claim from their enquiry, because of a receipt in full, unless in their judgment it was given under such circumstances as make it just and proper to hold the claimant bound by it.

I have the honor to be, Sir, your obedient servant,

G. POWELL, *Under Secretary of State.*

G. M. CLARK, Chairman, Intercolonial Railway Claims.

GENERAL REPORT of the Commissioners appointed to enquire into the claims arising out of the construction of the Intercolonial Railway.

Our commission was not accompanied by any special instructions, and we have, therefore, endeavored to learn, from the document itself, the object and scope of our enquiry. We have construed it as directing us to ascertain and report, as fully as we should think fit, the facts material to a decision on the several claims, and to give our opinion on the liability of Her Majesty arising out of those facts, to the end that our conclusions, after being reviewed, might be rejected or adopted, in whole or in part, as should seem proper to His Excellency the Governor General; our judgment of itself binding neither the Crown nor the claimant.

We have thought that our proceedings would not be of much value unless we succeeded in collecting all, or as much as possible, of the evidence which was relevant to the several disputes. Our investigation of any particular claim would be in vain, if, in some future occasion, a state of facts could be established substantially different from that upon which we had based our opinion. In this view the completeness of the evidence in each case became, in our eyes, a matter of primary importance.

We were not restricted, however, to the consideration of evidence given before ourselves, for the commission authorized us to "use evidence taken by any court, person or persons, who have had or may have, anything to do with the examination or investigation of the said claims."

Most of the claims referred to us had been looked into by the late Mr. Frank Shanly while he was Chief Engineer of the Railway, and oral and documentary evidence concerning them had been laid before him. On communicating with claimants

whose cases had been presented to him, we did not find a general disposition to call witnesses again or to adduce testimony of any kind. Some were indifferent about it; some gave the expense as a reason for not doing so; and several, on learning that we were authorized to consider the evidence which he had heard, proposed to rest their case on that, and asked us to report without further testimony. We found, however, that what was recorded as having been adduced before Mr. Shanly, did not, in many cases, convey to us the information which we thought necessary to a proper understanding of the matters in question, and we decided to hear more before coming to a conclusion on the rights of the parties. Under these circumstances we offered to pay the expenses of persons who should attend and give material evidence.

We did this the more readily because it seemed to us unfair that any claimant should be asked to bear that outlay without being, and he was not, in a position to recover it back, as a matter of right, should our judgment be in his favor; the expenses to be so paid to be fixed, as nearly as possible, according to the tariff of fees for witnesses in the courts of justice.

We notified each claimant that, before reporting, we would consider the evidence taken before Mr. Shanly as fully as if it had been given before us, attaching such weight to it as it might seem to deserve; that we would hear all such witnesses as he or the Crown might desire to have examined, as well as any others whom we should think necessary; and that we would be ready to hear argument on all the evidence, whether given before us or not.

This was followed, as a rule, by the respective claimants coming themselves, and bringing their witnesses to be examined; and generally, but not always, they were represented by counsel.

As might be expected, we have been met by conflicting evidence. Through this we have made our way as well as we could, leaning always, as we believe, to the side of the contractor. In finding our facts we have not followed the guide recognized in courts of justice. There the maxim is "*Potior est conditio defendentis.*" But we have acted on the opinion that to give the claimants the benefit of every reasonable doubt would serve the object of our commission better than to leave it questionable whether he could not get, before some other tribunal, a more favorable verdict. We think, therefore, that no claimant can, as far as facts are concerned, present a better case than we have assumed for him.

The difference of opinion, however, between the Crown and each claimant was not nearly so great on matters of fact as on the principles by which their respective rights should be determined. The main disputes were on the interpretation of contracts under which the construction of the railway, up to formation level, had been undertaken. This construction had been accomplished by dividing the railway in twenty-three sections, for each of which a separate contract was made. As to four of them, the contractor's claims were settled amicably by the Railway Commissioners; as to two, no claim was made beyond the amount paid to the contractors; as to one, the amount to be paid was decided by arbitration; the remaining sixteen gave rise to demands still unsettled, and which are amongst the cases referred to us.

The claims which relate to matters other than this construction are, comparatively, unimportant; and the principles on which they have been decided, having been sufficiently explained in the special reports relating to them, they require no notice here.

On the contract for construction, however, the claims are so large (in all, nearly \$4,000,000) and the same questions have arisen so repeatedly, that, in addition to what we have said about each claim in its special report, we think it well to state here, in a collected form, the opinions which have governed us through all those cases, and the reasons on which the opinions are founded.

Each of these contracts was based on a bulk price for the work undertaken. It is needless to say that the Crown has not refused to pay the balance due to any contractor, according to the view of the Government on the agreement or agreements made with him. There are instances in which a portion of the price remains unpaid,

but, apparently, that is only because the contractor did not wish to take it until a final settlement could be had.

The dispute, in almost every one of these cases, relates exclusively to work which is claimed to be extra, that is, outside the contract and not covered by the bulk price; and it may be classed as follows, that is to say:—

1. Work entirely outside the contract and which, without infringing the rights of either party, might have been let separately to any other person as well as to the contractor.

2. Work beyond that originally designed and caused by change of grade or location.

3. Work beyond that originally designed and caused not by change of grade or location, but by some other departure from the first plan voluntarily adopted as an improvement and directed by the Government engineers.

4. Work beyond that originally designed and caused, not by change of grade or location, nor by any desire on the part of the Government or its officers to depart from the original plan, but because the physical features in the locality (being different from those anticipated) made a change unavoidable, and work was, therefore, done of a kind or a quantity different from that of the first plan.

We take up these classes in the above order:

1. "Work entirely outside the contract and which, without infringing the rights of either party, might have been let separately to any other person as well as to the contractor."

We have, without hesitation, allowed what, from the evidence, appeared to be a fair value for work of this kind. We have treated it as work independent of, rather than an addition to, or an alteration from, that covered by the contract; but we have found that most of the work claimed as being within this class was really within class 3 or 4, to which we refer at length hereafter.

2. "Work beyond that originally designed and caused by change of grade or location."

This is extra work in one sense, because it increases the bulk price; but it is not unprovided for in the contract. It is referred to in clause 4 of that document as work to be done, and for which a reasonable allowance should be made. Clause 4 contains the following:—

"The Engineer shall be at liberty, at any time before the commencement, or during the construction of any portion of the work, to make any changes or alterations which he may deem expedient in the grades, the line of location of the railway, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done, or the expense of doing the same, and the contractors shall not be entitled to any allowance by reason of such changes, unless such changes consist in alterations in the grades or in the line of location, in which case the contractors shall be subject to such deductions for any diminution of work, or entitled to such allowance for increased work (as the case may be), as the Commissioners may deem reasonable, their decision being final in the matter."

This declares that the decision of the Commissioners on the amount to be allowed shall be conclusive; but in most cases there was no attempt to settle it in that way, and we have treated it as an open question, to be dealt with according to the evidence.

In arriving at the amount to be allowed in any case for this work, whether decided by the Commissioners in their day, or by any other tribunal in the present, or in the future, it is manifest that two distinct subjects must be taken into consideration, namely, the quantity of the work and the rate at which it is to be paid for.

First, as to quantity. It is an increase of work caused by a change of grade or location which is to add to the bulk price. Increase over what? It is plain that altering the grade or location on any particular portion of the line might diminish

or increase the work for that portion. Contractors have contended that the increase or diminution referred to in the contract was that over or under the work which would have been required for the same portion of the line on the original grade or location. The engineers have been accustomed, in their returns on this subject, to allow it over or under the work as estimated for that portion in the bill of works, whether that estimate was correct or incorrect. Such a decision would be plainly right if the agreement had obliged the contractor to furnish the quantities stated in the bill of works; but it did not. The practice may have been adopted by the engineers, because the question, as to the correctness of the method, was not raised before them.

In contracts known as schedule contracts, which these are not, the several classes of work are enumerated, and for each a rate is agreed on. The value of the work finished in each class can be calculated, and adding those values together gives the whole cost of the work; but these Intercolonial contracts were bulk sum contracts, the main characteristic being that in each case the whole work was undertaken for a single specified price.

It seems to us that the quantity named in the bill of works for any particular class cannot be used in ascertaining the contractor's rights without breaking the spirit as well as the letter of the contract itself, and of the notice given to him before the contract by the bill of work. He was informed in substance, before he tendered, that if in any locality the work should turn out to be less than that supposed to be then required there as to that locality, his bulk sum price would be earned by doing only what was actually requisite. On the other hand, if more should be required, he was to do it without extra payment.

If, for instance, the work actually necessary at any locality was less than estimated for in the bill of works, and if a change of location increased it up to the quantity named in the bill of works, it is plain that the contractor would lose one of the chances of gain given to him by the bargain, unless he should be paid for that increase as an addition to his bulk price: and increasing the work still further, that is beyond the quantity named in the bill of works, can make no difference in the principle. He must always be credited with the difference, if any, between the quantity actually requisite for that locality and the quantity estimated for it in the bill of works, or he does not get his full rights.

For these reasons we think the contractor is entitled to show, if he can, more accurately than the bill of works showed, the quantity which would have been necessarily executed on the original location of any link of the line for which a new location was adopted, and then to have this, which we may call first true quantity, compared with the other, the second true quantity, namely that executed on the substituted link, so as to show the increase for which he is to be paid, or the diminution with which he is to be charged.

Our rejection of the quantity given in the bill of works as a factor in the problem, made the solution much less simple than it otherwise would have been, for we had to take, in lieu of it, such other quantity as the evidence showed to be more accurate, and the door was opened to a great variety of evidence, much of it indefinite and unsatisfactory. Nevertheless, we felt it our duty to receive it, and to take the responsibility of forming a conclusion upon it.

Turning now to the value of this work, we find that the practice of the engineers has been to assume it to be the price mentioned for each class in the schedule attached to the tender. Whether this happened because the contractor in each case consented to that course, or not objecting to it, the engineer thought it unnecessary to ascertain the actual value, does not appear; but however that may be, we think, when either party declines to be bound by the schedule rate, the correct course is to allow the actual value of the work at the time it was done. It is, in fact, stipulated that the schedule rates cannot govern, for there is a note at the end of the tender in the following words:—

“And I hereby further supply solely for the purpose of informing the Commissioners * * and not in any way to affect the contract, the following schedule of prices for some of the principal items of construction.”

The only exception to this understanding being a provision relating to iron cylinders, &c., in some of the schedules, by which it is arranged that in the event of iron cylinders or abordeaux or other specified substitutes being employed instead of masonry for culverts, an account would be taken of the work supplied and of the work omitted, on the basis of the schedule rates, and the difference charged or credited (as the case might be) to the contractor; while in the clause itself (No. 4 of the contract), under which the claim for increased work due to change of grade or location is made, it is provided, as hereinbefore set out, that for that increase the contractor shall be entitled to such allowance as the Commissioners may deem reasonable.

All this seems to us to make it plain that the schedule was intended not to be conclusive evidence of the rate to be paid for any increase or decrease in the work; and in the absence of any prescribed or other governing rate, we think the contractor is entitled to be allowed for the increase and liable to be charged for the diminution in each locality the true value of the work.

If the Commissioners had adjudicated on such value, their decision would have been binding under the terms of the contract; but, as they did not, we have, as before mentioned, considered it our duty to hear evidence on the value and to decide accordingly.

3. "Work beyond that originally designed and caused, not by change in grade or location, but by some other departure from the first plan, voluntarily adopted as an improvement and directed by the Government Engineers."

Concerning this work, the contention of the contractors may be shortly stated as demanding an extra price in each instance where a voluntary change of design increased the cost to them of any portion of the work, though in other places, or in other respects, such changes of design may have saved them more than that increased cost.

This is the class of work upon which most of the claims arise and upon which the widest difference of opinion exists between the Crown and the claimant. Whether a piece of work is outside the contract, that is, not covered by the bulk price, involves, of course, the question whether it is within the contract, and that brings us to the contents of the written agreement.

These contracts are all in substantially the same form. There are cases of slight variation, but they create no exception to the general views which we are endeavoring to explain.

Clauses 1, 4 and 9 of the contract are those which we think necessary to keep in view in deciding whether any particular work is within the contract. The clause which is numbered 9 in some of the contracts is numbered 10 in others.

Clause 1 is as follows:—

"The contractor shall and will well, truly and faithfully make, build, construct and complete that portion of the railway known as section , and more particularly described as follows, &c.: and all bridges, culverts and other works appurtenant thereto, to the entire satisfaction of the Commissioners, and according to the plans and specification thereof, signed by the Commissioners and the contractor, the plans whereof so signed are deposited in the office of the Commissioners, in the City of Ottawa, and the specification whereof so signed is hereunto annexed and marked Schedule A, which specification is to be construed and read as part hereof, and as if embodied in and forming part of this contract. But nothing herein contained shall be construed to require the contractor to provide the right of way for the construction of the railway."

Clause 4 we have already quoted (page 6) while referring to the increases of work due to change of grade or location. Clause 9 is as follows:—

"It is distinctly understood, intended and agreed, that the said price or consideration of * * * shall be the price of, and be held to be full compensation for, all the works embraced in, or contemplated by this contract, or which may be required in virtue of any of its provisions, or by law, and that the contractors shall not, upon any pretext whatever, be entitled, by reason of any

change, alteration or addition made in or to such works, or in the said plans and specification, or by reason of the exercise of any of the powers vested in the Governor in Council by the said Act, intituled: 'An Act respecting the construction of the Intercolonial Railway,' or in the Commissioners or engineer, by this contract or by law, to claim or demand any further or additional sum for extra work or as damages or otherwise, the contractors hereby expressly waiving and abandoning all and any such claim or pretention to all intents and purposes whatsoever, except as provided in the fourth section of this contract."

The language of clauses 4 and 9 seem to put the contractors very much in the power of the engineer, enabling him almost to make or mar their fortune, as he should choose, that is, if, instead of discharging his trust conscientiously, he should permit the work to be slighted for their gain, or direct a needless outlay for their ruin. The danger was, however, not a real one. The practical effect of leaving so much to the discretion of the engineer has not been to contribute to the loss of the contractors.

The existence of such a power has probably given rise to a strong feeling against the nature of the agreement, in the minds, first, of contractors themselves, then of their friends, and so on, of their advocates and others; for this right to make changes, without increasing the bulk price, has, at last, come to be described before us as a downright cruelty to the helpless contractors, and the cause of much loss to them; and it has been frequently argued that, in view of this particular hardship, we should favor their claims for extras.

From the frequency of this complaint and the stringency against contractors which we found to be a striking feature of the written agreement, we expected to find some instances, if not several, where the engineer had insisted upon the contractor following new designs for completing the work, which had made it as a whole, much more expensive than the first design would have been, and we gave much consideration to the question whether an engineer could do that, and if so, to what extent, without giving the contractor a right to additional compensation; but it has become evident that there is really no such question in any of the cases before us. The rigid terms of clause 4 seem to have raised such a cloud of prejudice as to interrupt the view of ordinary observers and conceal the true cause of contractors' losses.

We find that the action of the engineers, the Railway Commissioners, and the Government, has been to diminish the work as a whole, so that in every case where the contractor completed his contract he got his price for less work, in some cases very much less, than, at the beginning, he was expected to do for it; and where the contractors failed to finish the work, the Government finally paid a larger sum than the bulk price for less work than was originally expected to be furnished for that price.

This result of the bulk sum system under which these contracts were let, is so contrary to what is evidently the prevailing opinion, that we felt called upon to scrutinize with more than ordinary care the facts and figures which led to the conclusions just stated.

With the special object of making a comparison between the amount of work originally estimated as requisite and that actually done on each section, we have taken pains to ascertain, as accurately as we found to be now possible, the various circumstances which seemed to us relevant to that subject; and in Schedule A hereto appended we have stated the result in figures.

That statement shows that the Government got for \$6,573,193, the aggregate of the sixteen bulk prices, work worth \$5,619,138, instead of specified work, which was originally expected to be done, and which would have been worth \$6,819,835, thus paying about 22 per cent. more than if the work had been procured at schedule rates, fixed according to the views of the contractors at the time the works were let.

If, therefore, it be, and we think it may fairly be assumed, that at the time of letting these sixteen contracts each contractor would have willingly undertaken the quantities requisite in each class of work on his section at the rates named in his

schedule, and on which he led the Government to understand he had arrived at his lump price, it follows that if, instead of the bulk sum system, these Intercolonial Railway contracts had been let and had been carried out on the schedule system, the contractors, in the cases which have come under our notice, would, for the work actually done, have received, in the aggregate, very much less than has been paid for it.

Unfortunately, however, there is too much reason to say that great as were the savings to the contractors, by change of design on the several sections. they did not prevent, in many of the cases, serious, and, in some cases, ruinous losses.

As our enquiry was conducted only with the view of ascertaining the extent of the liability of Her Majesty, we gave no special attention to the amount or the cause of the loss sustained carrying a contract; but we could not hear as much as we have heard about the several transactions without being convinced that, as a rule, the contractor had made his offer on a very mistaken view of the value of the labor, not so much the amount of it as the rate at which it could be procured, whereby the price paid for constructing the railway was much less than would have been the case had it been built as a Government work, even under the most able and economical management, individual contractors or their sureties losing the difference.

On four contracts, undertaken by two firms jointly interested, hundreds of thousands of dollars were lost, because the rates for masonry included in the bulk price were entirely inadequate, owing mainly to the impossibility of finding suitable stone, as was expected, at or near the locality where it was to be used; and in another case the contractor lost more than \$125,000 on a single item—crib-wharfing.

The diminution of work on each section, as shown in Schedule A, does not profess to be accurate. The calculations which have led to the results there given could only be approximate, but we have made them as closely so as possible, keeping in view the varying circumstances of each case, and that the main question to be answered was, whether the work expected to be done was more or less than that actually done instead of it.

Applying to the several classes of work any consistent set of prices would give the relative value of such work, and we took, in each case, the prices set out in the schedule annexed to the tender, as far as there were any items to which they would apply.

In some cases there was but little change in the class of work. In those the difference was principally in the quantities; in others, some of the work originally designed was entirely omitted and a different kind substituted, as, for instance, tunnel culverts instead of masonry culverts. There, in estimating the work done, we have taken what appeared a fair value for the tunnels, so as to compare it with what was first planned. In some cases the work was increased or diminished by change of grade or location, which, by the agreement, was to add to or take from the bulk price, and we made the proper allowances for that before giving a comparison.

Where the work had been taken out of the contractor's hands, we took into account both the expenditure in finishing the work by the Government and the amount finally overpaid. Where some of the work done has been paid for as extra, or outside of the contract, we deducted that from the whole work done, in order to see how much was furnished in lieu only of the contract work. In short, we endeavored, for each case, to get information as circumstantial as possible, and we think it has been accurate enough to show broadly the relative value of work originally estimated as requisite, and that actually done instead of it.

The schedule prices applied by us, as aforesaid, could not give, on some of the items, a strictly correct idea of the value of the work done; but neither do they give for those items the value of the work undertaken. If the price ought to be increased for the work as done, it ought likewise to be increased for the same work as undertaken, and that would only widen the distance between the estimated and the executed work; but if every rate should be doubled, or trebled, or multiplied to any extent, the relative value of the work intended to be done, and that actually done, would remain the same.

On behalf of the contractors, who would be naturally desirous of showing the work done at as high a value as possible, it might be suggested that wherever the estimated quantities happened to be exceeded in some particular class for which the schedule rate was too low, then the proper course would be to apply to that class, on both sides of this account, such a higher rate as the evidence shows to be the true value; even that method, we find, would do no more than diminish (and in most cases but slightly) the percentage by which our schedule shows the intended work to have exceeded the executed work.

By whatever method we endeavor to make the comparison, the main result is the same—the executed work is decidedly less than what was originally expected to be done.

Returning now to the contents of the written agreement, clauses 4 and 9 read as if there was no limit to the changes which the engineer could order and still keep the work within the bulk price; but that would not be common sense, and contracts are not interpreted contrary to common sense. However strong the language of the agreement, there would be some difficulty in holding that there was no limit to the bounds within which a contractor could, for a stated price, be required to furnish a property more expensive to himself and more valuable to the country than the Government intended to acquire, and than he intended to supply when that price was agreed upon.

We do not say that a valid contract could not be made, by which the contractor could, at the direction of the engineer, be forced for his bulk price to supply work which, on the whole, would be somewhat more costly to him than that contemplated by the original design, for agreements expressly providing for such a result are not uncommon.

In other countries, contracts for building railways are made, in which it is plainly declared that the engineers are authorized to make such changes as they may deem expedient, the contractor to bear the whole cost, though it should exceed that of the first design. It is usual, however, to limit the loss to a stated percentage beyond the cost of the first design.

“Vose’s Manual for Railroad Engineers,” a work much used in the United States, gives a form of specification which is stated to be “prepared from the specifications used in the construction of some of our largest railroads.” In that form 20 per cent. is given as the limit beyond the cost of the first design, up to which the contractor is to bear the whole cost of any new design.

We have had the opportunity of seeing a form of contract (with specification) recently entered into for the construction of a railway in the State of Michigan (the Jackson, Lansing and Saginaw extension) embodying similar terms, and, in almost the same language as that of “Vose’s Manual,” and in which 20 per cent. was adopted as the limit, up to which the contractor was to bear all increase of cost over that of the first design. We have also received evidence from experienced engineers that a similar system is practised in Europe; though the percentage of increased work is not, generally, so great there as in the case to which we have just referred.

In the form adopted for the Intercolonial Railway, a limit is not named, probably with the intention of allowing the engineer to go as far, in changing the design, at the expense of the contractor, as common sense and his judgment of what was fair would permit him; but whatever the intention, a question might arise, and in our opinion, especially in view of the language of clause 1, it would be open to argument, whether omitting to state a percentage up to which the contractor should bear the loss would not have the effect of bringing down the limit of his outlay to the cost of the first design as a whole.

Inasmuch, however, as we have, as already stated, found no case where the engineering changes of design have entailed on the contractor an outlay greater than that, it follows that we need not decide whether exceeding that limit would, under the form of these contracts, cast any liability on the Crown.

Where the comparative cost of the first and the later designs is understood to be a material element in the transaction, as it would be under such contracts as those

above mentioned, carefully prepared records would probably be made during the process of the work, with the object of showing the different quantities, values, &c., to be considered; but no such practice was followed in the case of the Intercolonial Railway. On the Government side, it was apparently taken for granted that under the terms of the contract there could be no extras; and on the contractors, that every change gave a claim for extra pay, irrespective of the value of the work as it was first planned.

We have, therefore, had to form our conclusions concerning the comparative value of the first and later designs, upon evidence less circumstantial and much more indirect than if accounts had been kept with a view to such a comparison as we have pointed out. The consequence is, that we are not able to state accurately the difference in the cost to the contractor between the original and the executed designs; but the main question, that is, whether the first or the last plan was the less expensive, has not been involved in doubt. On that we have had no difficulty in reaching a conclusion.

The changes directed by the engineers in the cases investigated by us have, in our judgment, been of such a character as to leave them unquestionably within the fair meaning of the contract, and covered by the bulk price, except in a comparatively few instances, where work was supplied which we have considered altogether independent of the contract, and which we have allowed to the claimant as falling within class No. 1, already alluded to.

The most common demand arising out of a change of design is for alleged improvement in the quality of masonry, by using Portland cement, or by making some of the smaller culverts of larger stones or of more finished work than required by the specifications for second-class masonry, of which they were at first intended to be built, or in some other way; but it was generally shown that the engineers had earnestly tried, and had succeeded in the endeavor, to diminish the whole outlay on masonry, so that a comparison of the value of the quantity first planned, either according to the tender rates or its actual cost, with that of the quantity actually built, showed gain to the claimant.

The contractors, then, having contended that they are entitled to each saving by change of design as one of the contingent profits of their bargain, and that every instance of extra cost from a voluntary change of design is to be paid for as an extra, we have been obliged to disagree with them, except, in so far as this: that if, by setting off all the savings against all the losses due to voluntary changes of design, there is a decrease of the whole expenditure, the contractor is, nevertheless, entitled to his bulk price without deduction (this is, of course, irrespective of changes in grade or location, which are specially provided for), but we have held that a contractor is not entitled to recover the increased cost due to any one or more of such changes where all of them, taken together, have resulted in a saving to him; and we have followed this principle throughout.

But though our conclusions on this subject have been, as we think, based upon uniform principles, we have, in some of the special reports, passed to the credit of a contractor an amount claimed for extra work, similar to that upon which we have at other times decided against one. But we have done so only where the Government had overpaid the claimant more than enough to cover the item; and we were careful to explain that it was solely to show that the balance must still be against him, even if his interpretation of the contract were conceded.

4. "Work beyond that originally designed and caused, not by change in grade or location, nor by any desire on the part of the Government or its officers to depart from the original plan, but because the physical features in the locality (being different from those anticipated) made a change unavoidable, and work was therefore done of a kind or a quantity different from that of the first plan."

Work of this kind has come under our notice principally in foundations for structures, and in excavations for the road bed. The complaint about foundations has generally been that they were deeper than was expected, but occasionally, either with or without an additional depth, it has been necessary to resort to an artificial founda-

tion or to some other expensive method of building the structure, which was not anticipated. There have been various complaints about excavation. Sometimes, where earth was expected rock was found, or shale or hard pan, any of them being more expensive to handle than ordinary earth. Sometimes borrow pits, relied on for the requisite material, were not found so near as was expected, whereby the length of the haul was increased. Sometimes, in particular localities the quantity of material moved was greater than that estimated for those places in the bill of works.

In several instances, where the features of the locality had required a treatment different from that originally intended, demands were made for the value of the new work as being more expensive than that first planned, but on investigation it turned out not to be so. In some particular places, however, the cost was actually increased by the development of difficulties not foreseen by the engineers, and, consequently, not especially provided for in calculating the outlay either by the Government or by contractors; and it is our duty to offer our opinion on the question, whether this increased cost creates a valid claim for an addition to the bulk price on which the contract is based?

This statement of the case almost suggests the answer, which we have held to be a good one, namely, that before the bargain the claimants were expressly notified, and at the bargain they expressly agreed that the bulk price would cover all requisite works, though they should include some which could not be and were not specifically provided for.

We have found that not only were plans, profiles, specifications and a bill of works exhibited to those who desired to see them, but attached to the specifications a printed form of the contract, as it was to be executed, was put into the hands of persons wishing to tender.

This form made it as clear as words could make it that the bulk price was to cover all the work necessary to complete the section of the railway to which it related; and each tender, after reciting that the plans, profiles, and the specifications had been seen, offered "to execute the contract, a form of which is printed at the end of the specifications, binding myself not to demand any extras of any kind whatever, for the sum of \$, &c."

If the defence against demands for such work as this depended solely on the interpretation of the contract itself, we feel sure that every court of justice would declare it to be covered by the bulk price. We think, however, that the disallowance of such claims may be put on ground morally higher, than because the law is against them, namely, that the allowance of them would be contrary to the avowed intention of the parties. They mutually proposed to make, and then did make, a speculative bargain covering such contingencies. Courts have to decide according to principles applicable to all cases, and are sometimes constrained to give to documents a meaning which the losing party had no very good reason to expect. That cannot be said here, for besides the information contained, as aforesaid, in the printed draft of the contract, there were several paragraphs in the bill of works which, in a very marked and unmistakeable manner, put intending contractors on their guard as to the nature of the bargain about to be made; and particularly as to the uncertainty concerning the foundations for structures and concerning the material to be met with in excavation.

The following language is to be found in most of the bills of works, and in the others language to the same effect:

"The quantities herein given are ascertained from the best data obtained; they are, as far as known (approximately), accurate; but at the same time they are not warranted as accurate, and no claim of any kind will be allowed, though they may prove to be inaccurate. * * * * *

* * * * * Contractors must satisfy themselves on this, as well as on every point, as no addition or deduction will be made in the event of any excavation turning out more than, or different from what may be represented or supposed. * * * * *

The contractor is required to make every allowance which

he may deem necessary, to cover the risk of any of the quantities of work being increased in execution.

"A schedule of structures proposed for the passage of streams and general surface drainage across the line of railway is also furnished. The structures proposed are, from all information obtained, believed to be the most suitable; but should circumstances require any change in the number, position, waterway, or dimensions, the contract will provide that all changes shall be made by the contractor without any extra charge. This schedule gives the probable quantities in the structures now proposed, and the data upon which these quantities are ascertained; much, however, depends on additional information to be obtained with regard to the freshet discharge of streams, as well as the nature of foundations, and with respect to the latter, accurate information can only be had during the progress of the work."

After reading all the documents which led up to the bargain, and the contract itself, and after hearing all that has been urged before us by the different parties, the conclusion is irresistible that both parties entered into each transaction as a speculation—the contractor intending to take, and agreeing to take, upon himself the loss or gain, if any, which should be occasioned by the physical features of the country being different from what they were expected to be, and the Government promising to pay the bulk price, though the difference, if any, in such features should make the whole work less than was originally estimated to be requisite.

As a fact, the physical features of each section were such that a large saving in the work was generally found to be feasible, and was consequently made—sometimes by lessening the excavation, sometimes by omitting culverts and taking two or more streams through one opening, instead of through separate ones, as at first designed, and sometimes in other ways.

The nature of the bargain made these savings not chargeable to the contractor, for the same interpretation which gives him no extra price for the unexpected work which we are considering gives him the gain of these savings.

In the face of all the facts bearing on the question, we conclude that such work as we are now discussing does not increase the liability of the Crown beyond the bulk price named in the contract.

We must now notice an argument advanced before us on behalf of some of the claimants, namely, that Mr. Frank Shanly had been constituted an arbitrator between them and the Crown, and that if he made any written statement of his views on the liability of Her Majesty, in respect to any of the claims, it became a binding award, and that we ought to report according to that award. It was not made very clear to us why he was supposed to be clothed with this judicial authority, but the fact that he was at one time Chief Engineer of the railway was pointed out, and the allusion in the preamble of our commission, to an investigation of claims by him, was referred to as supporting the argument. It was urged that we should ask for his report, if there was any, on the claim, or claims in question, so that we might be guided by it.

We understood this contention to be based on the fact that, under the terms of the contract, the Chief Engineer, for the time being, has authority to decide definitely on some matters connected with the work; but we see nothing in this agreement or in the position of the Chief Engineer to give him any such power as is claimed for him in this argument. The opinion that he has some such right is probably derived from the following portion of clause 11, that is to say:—

"And it is further mutually agreed upon by the parties hereto, that cash payments equal to 85 per cent. of the value of the work done, approximately made up from returns of progress measurements, will be made monthly, on the certificate of the Engineer that the work for or on account of which the sum shall be certified, has been duly executed, and upon approval of such certificate by the Commissioners. On the completion of the whole work to the satisfaction of the engineer, a certificate to that effect will be given, but the final and closing certificate, including the 15 per cent. retained, will not be granted for a period of two months thereafter."

This impliedly provides that the contractor shall not be paid until after the engineer has certified that the work for which the payment is demanded has been done, and the courts have upheld that as a condition precedent to the liabilities of the Crown. That is a very different thing, however, from holding that the contract gives the engineer power to certify that the whole work, or any special work, has been done, and then to adjudicate on the amount which Her Majesty must pay for it. This clause makes the engineer, in some respects, a shield for the Crown against groundless demands by contractors; for he may withhold his certificate, and so ward off such attacks. His judgment on the physical features of the transaction is, in some respects, conclusive; but the contract gives him no jurisdiction over prices or value, or the extent of the liability consequent on the state of the works.

It was, doubtless, the practice of the authorities having charge over these matters, to obtain from engineers, and especially from the Chief Engineer, from time to time, statements known, not as "final certificates," but as "final estimates," which contained his views concerning the progress of the works, the completion of them, and generally, on the state of accounts between the Crown and the contractor; and this practice may have given rise to the view that such statements were the final certificates referred to in clause 11 of the contract, and, perhaps, to the further view that such a certificate became a binding judgment against the Crown. But these final estimates were not confined to the statement that the work originally designed had been done, or that it had been done with specified conditions or diminutions, which, probably, would have been as much information as was intended to be embodied in the final certificate referred to in clause 11 just quoted. On the contrary, they generally set out in all the different classes of work, the executed quantities, and rates were applied to those quantities invented by the engineers on such a basis as to reach the bulk price.

The the increase or diminutions of the work from changes of grade and location, if any, were valued, and the bulk price altered accordingly. If there was understood to be any other reason why the bulk price should be varied, as for instance, the omission of the wooden superstructure of bridges, that too was mentioned, and if payment had been made they were set out and a balance struck; in fact, the document professed to exhibit the state of the whole account according to the opinion of the engineer. In that shape they were, probably, very useful to the Commissioners, or the Minister of Railways; but they certainly dealt with subjects, concerning which the engineer's certificate was not, by the terms of the contract, made binding on the parties.

It seems clear to us, that under the agreement, the Chief Engineer is given no jurisdiction over values. His final certificate, alluded to in clause 11, establishes nothing more than that the work has been done; it was not required to state the values of any work, or even the quantity of that covered by the bulk price. Under that clause, we think, the duty required of the engineer was, to say whether the work was done; it was the duty of others to say whether any, and if so, how much, money became thereby payable. If, however, the bulk price was affected by change of quantity in any work, as it would be by an increase or diminution caused by a change of grade or location, then, inasmuch as other officials had, by the agreement, to name the amount by which the bulk price was to be thereby varied, the engineer might, properly enough, state the extent of that increase or decrease, so that they who were responsible for fixing the amount might have it as part of the ground-work for fixing their decision.

We cannot, therefore, agree with the claimants when they contend that Mr. Shanly, or any other Chief Engineer, was, by the agreement, for the time being, an arbitrator authorized to decide finally on the extent of the liability of the Crown.

The Commissioners or the Government, without affecting the rights of the contractor, or in any way contravening the spirit of the contract, might well ask the opinion of the Chief or any other engineer on matters that had come under his notice, or might direct him to obtain information on any other matters and report the result; and we have no hesitation in saying that this would not fix the liability according to

the views which he should express. And if the engineer has not, by virtue of the agreement, authority to arbitrate concerning the value of work covered by the contract, still less could he have any concerning extras—that is, work altogether outside the bargain.

The written agreement shows, not only by this absence of authority in the Chief Engineer, but also by an express provision, that a different tribunal, namely, the Board of Commissioners, was nominated to decide the rights of the parties; for, besides the reference in clause 4 to the right of the Commissioners to decide on any allowance for increased work, due to change of grade and location, the latter part of clause 2 declares as follows:—

“And the Commissioners shall be the sole judges of the work and material, and their decision on all questions in dispute, with regard to the works or materials, or as to the meaning or interpretation of the specification or the plans, or upon points not provided for or not sufficiently explained in the plans or specifications, is to be final and binding on all parties.”

We must also refer to a contention of some of the claimants, that before the completion of the work it became the policy and intention of the Commissioners and their engineers, and through them of the Government, to allow the contractors to reap the full advantage of the diminution of work caused by changes of grade or location, though the contract specially provided that the value of the work saved by such changes should be charged against the contractor, and they also contended that this policy of relief extended to waiving the right to charge contractors with the omission of the wooden superstructure of bridges, which, under an agreement made subsequent to the contract, was to be deducted from their bulk price; in other words, that all reductions should enure to the benefit of the contractors. The Counsel for one of the claimants alleged, “that it was the settled policy of the Commissioners throughout to allow the contractors fair remuneration for any work they actually did in excess of what was anticipated, as it was also their uniform theory and practice that deductions should not be made against the contractors owing to a reduction in quantities due to a change in grade or line.” This puts the case for the claimant more strongly than the facts warrant, though there is no doubt that during the progress of the works some such policy concerning the diminution was foreshadowed by the Commissioners, and by the Chief Engineer, for it had become apparent to them that carrying out the respective contracts at the bulk prices would entail great loss upon many of the contractors. Individual Commissioners spoke of it at different times as a policy which they might adopt or not at their option, reserving to themselves the right of making, or not making, as they saw fit, a charge for these diminutions of work, according to the circumstances of each case, when the final settlement took place. It happened, however, that no more than four out of the twenty-three cases were finally settled by the Commissioners, and we have not attempted to learn whether any of them called for any specially favorable consideration towards the contractor.

At a sitting of the Privy Council, in May, 1871, Sir Hector (then Mr.) Langevin, had a conversation with Mr. Fleming, the Chief Engineer, the result of which was an official letter from the latter to the former on the 26th of May, from which the following is an extract. Of course the whole letter should be referred to, to see the full object and bearing of Mr. Fleming's remarks:

“There are several ways in which contractors may be assisted. I shall enumerate them:—

“1. The contract provides that 15 per cent. of the value of the work is to be retained in the hands of the Commissioners as the security of the performance of the contract. This percentage is altogether too heavy a reduction; it may be made merely nominal or wholly relinquished.

“2. Since the sections were placed under contract, more careful examination of the ground, especially on the rough sections, has enabled us, in many instances, to lessen the quantity of work to be done by changing slightly the location without in any way lowering the engineering features of the line. Wherever this appeared pos-

sible it has been done, and in several instances the quantities of work had been reduced very largely, in one case to the value of, perhaps, not less than \$100,000. The contract provides that deductions are to be made from the contractors in all such cases; but the contractors may be allowed all the benefit arising from the saving in the work effected, and if the Government so decide, I will recommend that they receive all the benefit at once.

"3. A considerable saving in masonry has been effected by the substitution of iron for wooden bridges throughout the line; deductions are to be made from the contract sums of all masonry so saved, calculated at the contractor's schedule prices; but the contractors might now be allowed all the saving in masonry so effected, and it would be of material advantage to them.

"4. In many cases we have been enabled to form tunnels for the passage of streams instead of culverts, thus relieving the contractors of a certain quantity of masonry in each case. On some sections very important reductions in this heavy kind of work had been thus made, and I think the contractors should have the full benefit of them."

In 1873 the Select Standing Committee on Public Accounts made some enquiry into the expenditure on Section 5 of the Intercolonial Railway, and before them Mr. Brydges, one of the Railway Commissioners, said:

"Not long after the date at which this and other contracts were let, it became evident that the work was going to be seriously embarrassed if the contractors were not assisted, as far as possible, in the carrying out of the works."

He said, also, in the latter part of his answer to question 409:

"I considered, and I consider now, that the whole question was to be left open for decision at the end of the contract."

Mr. Fleming also gave evidence before the same Committee, and in his answers to the 14th and following questions, said, that "it was generally understood that the contractors should get the benefit of the reductions to help them to finish their contract."

Our special report in each case treats the liability of the Crown as not affected, strictly speaking, by any intention which existed in the minds of the Railway Commissioners while the works were in progress; and we have stated, as our principal finding what we thought to be the amount of the liability, after charging the contractors with the value of the wooden superstructure, if any was omitted from the work undertaken by him, and the diminution, if any, of the work due to change of grade or location.

By special instructions we are directed to state, also, the liability, as we think it would be, should the Crown waive the right to charge these diminutions, and in each special report we have done that.

We have also, for convenience of reference, appended hereto Schedule B, in which we give for the sixteen construction contracts investigated by us, a summary of the whole diminutions charged to the claimants, and the effect which waiving the right to charge them would have on the whole liability of the Crown, for it does not follow that withdrawing all the charges would increase the liability to the extent of this total amount. It happens that several of the claimants have already been overpaid more than has been charged for the diminutions. In those cases, withdrawing the charge would only decrease the overpayment without creating any liability.

The aggregate of the diminutions charged, as aforesaid, is \$302,992, while giving all the contractors the benefit of those diminutions adds to the liability only \$105,291, irrespective of interest.

It will be seen that the liability is increased only in seven cases; in two no diminutions were charged, and in the other seven the Government has long ago virtually waived the right to charge the diminutions by over paying the contractors larger amounts.

We have not endeavored to learn, actually, the cost of the respective works to the contractors; but the facts elicited by our enquiry show that, waiving the right to

charge any of those diminutions, and so giving partial effect to the policy of relief suggested by the Chief Engineer soon after the real nature of the work was understood, and subsequently held out by the Commissioners as a possibility, if not a probability, would still fall far short of paying for the whole construction the price that would have been inevitable had it been carried out as a Government work.

Some of the claimants have furnished us with particulars of expenses incurred by them in supporting their demands before Mr. Shanly and before us, with a request that we should report a liability to reimburse them. We cannot say that there is, strictly speaking, such a liability; but we suggest, for consideration, whether it would not be proper to treat the costs as following the event, and to add to each claim established such a sum for expenses as would follow the recovery of a similar amount in a court of justice.

There are several defences available to the Crown which would have ended our enquiry at the threshold of most of the cases if we had gone no further than to learn that the Government could successfully and legally resist the demand, but we have understood our commission as requiring us not to stop there. The defences alluded to are of different kinds—by statute, by agreement, and by prerogative; and if it was intended, as a rule, to set them up, the certainty with which some one or more of them would defeat almost every claim, even if taken at its full amount, would make it unnecessary to enquire carefully into the particulars of the demand. The issue, therefore, of our commission, gave us the impression that His Excellency the Governor General would use the defences in question, or any of them, if at all, only in such cases as he might, in his discretion, hereafter select. In that view we thought it safer to report our conclusions on the merits of each case, without regard to any of the said defences. The facts elicited might, at all events, help to show which claim, if any, ought to be met with one or more of such defences.

As before mentioned, most of the demands are for work claimed to be outside or independent of the contract. In many instances we have thought them covered by the contract; in some, however, they were not. In these the values of the work would, between man and man, be recoverable, whatever the amount of it might be, but the Statute under which this railway was constructed (31 Vic., cap. 13) has been construed as making a contract which involves an expense of over \$10,000 invalid unless entered into with the sanction of the Governor in Council; and as these extras were furnished almost invariably, not under an Order in Council, but by direction of the Railway Commissioners, or the Chief Engineer, or his subordinates—generally the subordinates—it follows that when the value is over \$10,000 the Crown would not be liable if the said interpretation is correct.

Section 16 of this Act enacts:

“The Commissioners shall build such railway by tender and contract after the plans and specifications therefor shall have been duly advertised, provided that no contract under this section involving an expense of \$10,000 or upwards, shall be concluded by the commissioners until sanctioned by the Governor in Council.

In a case of E. A. Jones, in the Exchequer Court of Canada, Chief Justice Ritchie referred to this section, and gathered from it a declaration by the Legislature that the liability of the Crown, concerning the construction of this railway, is limited to transactions carried out strictly according to the letter of section 16. He says:

“It is obvious, then, that the engineers had no right to dispense with any of the provisions either of the law or the contract, or to make or substitute any contract in lieu thereof, or to involve the Crown in any liability in addition to or outside the contract, and that neither the engineer nor the Commissioners themselves could dispense with any of the provisions of the law. If this or other court undertook to dispense with the certificate of the engineer, the approval of the Commissioners and the sanction of the Governor in Council and adjudged to those suppliants \$124,663 33 a- due from the Crown to them as extras, outside of and beyond the written contract, without tender or contract, or any conditions or sureties for the protection of the public, and without sanction of the Government, it would be simply to set at naught

all the securities provided for the due performance of the contract and to abrogate all the checks and guards solemnly imposed by law for the public safety and security, and enable parties to do and obtain what Parliament has expressly forbidden to be done or had."

Whether on a fuller argument this section might be held to be no more than directory to the Commissioners, and so not affecting the rights of the claimants for work and materials furnished and accepted and used under a new bargain, is a question upon which we need offer no opinion since we have taken the course of reporting on the claims as if there were no such question.

Among the contract defences, to which we have not given effect, the one best known is that which in the Court of Exchequer has already been fatal to some of the contractors, the absence of the final certificate of the Chief Engineer, as required by Section 11.

Our Commission expressly states that the omission of this certificate was not to prevent our investigating any claim which had been defeated in a court solely on that ground, and though we are not distinctly told how to treat the omission when dealing with claims which have not been in court, we think the desire of the Government to ignore that defence is sufficiently plain to make it proper for us to report on the claims as fully as if it did not exist.

Another defence under the contract is the right of the Crown to set off against a claimant the amount of liquidated damages which in clause 3 he had promised to pay at the rate of \$2,000 a week for the period between the completion of the contract and the time which had been named for it.

In more than one case presented to the Court of Exchequer on claims arising out of the construction of this railway, and on the generally prevailing form of contract, it has been held that if Her Majesty should demand the benefit of the promise contained in section 3, it would be the duty of the court to grant it.

A demand, therefore, by the Government for the amount due under this promise would, in almost every case, overwhelm the claimant so easily that it becomes simply an option with the Crown to pay or not to pay the amount otherwise due. We have thought, however, that we were called upon to enquire and to state what amount, if any, would be otherwise due.

Clause 4 provides that when the work is increased by changes of grade or location, the contractor shall be "entitled to such allowance (beyond the bulk price) as the Commissioners may deem reasonable, their decision being final in the matter."

Clause 6 provides for a stoppage or suspension of the works at the will of the Commissioners, and that it should give no claim for damages "unless the Commissioners shall otherwise determine, and then only for such sums as they may think just and equitable."

It has been suggested that under this wording a contractor could not recover, on a claim for such an increase of work, or for such damages, unless the Commissioners had first exercised their judgment on the matter and had awarded in his favor, and that, therefore, when there had been no such decision we should, without going further into the question, report no liability.

We assume that the Government desires to have now such full information concerning all the material facts as would have enabled the Commissioners then, or would enable any other tribunal now, to decide a claim under either of these sections, and we have, consequently, stated the facts and our opinion on the liability, though there may have been no previous adjudication, either by the Commissioners or their statutory successor, the Minister of Railways.

The amounts to which these claimants are entitled have been so long overdue that the question of interest is to them a very serious one.

As a matter of strict right we think they could not recover interest in a court of justice. It has been added, however, to the petitioners demand, in some cases, in the Court of Exchequer in this country, and on claims similar to those which we have been investigating. In the Kenny case it was included in the judgment, but only from the commencement of the suit. In the Berlinquet case it was adjudged,

in 1877, that the suppliants were entitled to \$5,850.00 "for interest upon and for the forbearance of large sums of money due, &c.," the amount being apparently allowed as damages, suffered because the progress estimates had been made out on what the learned judges decided to be an erroneous basis, whereby the contractor lost the use of moneys which he would have received if the estimates had been correct.

In England, in 1880, the question was raised whether the Crown was bound to pay interest on a sum received by it while in possession of some property to which petitioners proved themselves entitled, and Malins, V.C., held that it was recoverable. The case was taken to the Court of Appeal, where in 1881, his decision was reversed. The judgment, as reported, is so short that we insert it in full :

" In re GOSMAN, L. R., 17 Ch., Div. 771.

"Jesseel, M. R. : 'There is no ground for charging the Crown with interest; interest is only payable by statute or by contract.' Bagally & Lush, J.J., concurred." The contract here referred to being, as we take it, a contract to pay interest.

Understanding that the practice of the Canadian Government is to pay interest on sums overdue for any considerable period, we have, in our special reports, mentioned the respective dates at which any money found due was, in our opinion, payable to this claimant, and in Schedule D hereto appended we show for all the claims on which we have reported any liability; first, the amount without interest, and then, as it would be, should interest be allowed, up to 1st April, 1884.

As far as we are able to judge, our conclusions have been the same as if we had been appointed independent arbitrators to settle between man and man, disputes, arising out of bargains and under circumstances, similar to those which we take to have been proved before us. We have construed the language of all documents pertaining to the different claims as much, according to the spirit, and as little, according to the letter, as we believed they would be construed in any court of justice, whether of law or equity; and we have assumed that some defences which exist would not be raised by the Crown.

We have, therefore, adopted the following as rules of decision in cases where there was a question to which any of them would apply, that is to say :—

1. Work which is entirely outside the contract, and which, without infringing the rights of either party, might have been let separately to any other person, as well as to the contractor, should be treated as independent of, rather than as an addition to, or an alteration from, the contract work, and should be paid for as an extra, at its real value.
2. The bulk price should be increased by the actual value of any increase of work caused by change of grade or location, without reference to the estimated quantity in the bill of works or the rate named in the schedule attached to the tender, and in the same way the bulk price should be decreased for any diminution of work from that cause.
3. A contractor is not entitled to any additional compensation because a voluntary change of design by the engineer, other than in grade or location, made the work in one place, or in one respect, more expensive than that originally designed, if in other places, and in other respects, such change of design made the work so much less expensive than that originally designed, as to counter-balance the said increase of cost; nor is he liable to be charged with any saving of expenditure by such a change of design.
4. A contractor is not entitled to additional compensation, because in the progress of the work, the physical features of a locality (being different from those expected) made a change of design, other than in grade or location, unavoidable, though the expense was thereby increased beyond that of the first design; nor is he liable to be charged with any saving where the locality required a less expensive design than that first planned.

5. The Chief Engineer is not, by the contract, made an arbitrator between the parties, so as to bind either of them by his conclusion on the value of contract work, or extra work, or the state of the accounts.

6. The contractor cannot, as a matter of right, recover from the Crown interest on money over due to him.

We have made a special report on each claim which we have investigated, in all fifty-four, and we set out in Schedule C a list of those claims, and (without interest) the respective amounts demanded, in all \$4,146,207.06, and the amounts, if any, allowed, in all \$148,705.62.

GEO. M. CLARK,
FRED. BROUGHTON.
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 26th March, 1884.

SCHEDULE A.

Showing for each section (1.) The bulk price diminished or undiminished as the case was, by changes of grade or location, and omission of bridge superstructure. (2.) The work expected to be done for it. (3.) The work actually done for it. And (4.) The net diminution in favor of the contractor.

Section.	Name of Contractor.	Bulk price diminished by deductions for grade and location, and omission of Bridge Superstructure.	Specified work expected to be done for the diminished price in addition to any covered by the item of "Omissions and Contingencies."	Work actually done for it exclusive of Extras.	Diminutions.
		\$	\$	\$	\$
3	Berlinquet & Co.....	451,340	434,433	266,892	167,541
4	Smith & Pitblado	435,125	406,511	389,924	16,587
5	Alex. McDonell & Co.....	513,400	499,741	455,226	44,515
6	Berlinquet & Co.....	412,946	429,506	295,820	133,686
7	E. A. Jones & Co	549,450	525,041	488,921	36,120
8	Duncan Macdonald.....	98,709	111,064	100,652	10,412
9	Bertrand & Co	341,480	339,394	234,044	105,350
10	Duncan Macdonald.....	393,237	514,702	497,293	17,409
11	Grant, Davis & Sutherland.....	61,713	72,013	65,055	6,958
12	Sumner & Somers.....	560,100	689,524	651,224	38,300
13	W. E. McDonald & Co.....	919,653	894,558	751,810	142,748
14	Neilson & McGaw.....	237,075	235,683	186,798	48,885
15	Bertrand & Co.....	317,440	299,279	147,401	151,878
17	S. P. Tuck.....	416,400	470,179	370,541	99,638
18	R. H. McGreevy.....	588,374	622,521	524,083	98,438
23	Grant & Sutherland.....	276,750	275,686	193,454	82,232
		6,573,193*	6,819,835	5,619,138	1,200,697

* In addition to this specified work, some not specified was, in almost every case, expected to be done, and was covered only by the item Omissions and Contingencies—for this the respective contractors named in their tender schedules sums or percentages, which in the aggregate amount to \$277,422. We take no notice of this undefined work on either side of the account, which in our judgment has the effect of making the comparison more favourable to the executed work than it should strictly be.

SCHEDULE B.

SHOWING the net diminutions charged by us to claimants on changes of grade and location, and the wooden superstructure of bridges, and the increased liability if the right to make such charge be waived.

Section.	Claimant.	Amount charged.	Remarks.	Increase of Liability.
		\$		\$
18	R. H. McGreevy	60,226	Overpaid \$4,913.....	55,313
5	Alex. McDonell & Co.	19,600	.....	19,600
14	Neilson & McGaw	8,400	.....	8,400
7	E. A. Jones & Co.	8,300	.....	8,300
10	Duncan Macdonald.....	6,763	.....	6,763
11	Starr & DeWolf, assignees of Davis, Grant & Sutherland.....	5,578	.....	5,578
4	Smith & Pitblado	3,200	Overpaid \$1,863.....	1,337
12	Sumner & Somers.....	37,500	Overpaid a larger sum.....	
17	S. P. Tuck.....	23,600	do do	
3	Berlinquet & Co.....	11,100	do do	
6	do	44,000	do do	
9	Bertrand & Co.....	13,417	do do	
15	do	46,028	do do	
13	W. E. McDonald & Co.....	15,280	do do	
23	Starr & DeWolf, assignees of Davis, Grant & Sutherland.....	Nil.		
8	Duncan Macdonald	Nil.		
	Total.....	302,992	Total.....	106,291

SCHEDULE C.

SHOWING the Claims referred and (without interest) the amount demanded in each case, and the amount allowed, if any.

Name of Claimant.	Amount Claimed.		Amount allowed by Commissioners.		Under the terms of our Commission this is excluded from our enquiry for the reason below mentioned.
	\$	cts.	\$	cts.	
Alex. McDonell & Co.....	91,479	20	17,161	00	
do	47,005	98	47,005	98	
D. Macdonall.....	60,098	61			
do	251,873	74	16,641	00	
do	54,430	72	14,896	31	
Bertrand & Co.....	285,667	91			Finished by the Crown at a loss.
do	316,184	61			do do
Starr & DeWolf.....	62,874	64	3,077	08	
do	427,277	20			do do
Sumner & Somers.....	254,251	00			do do
W. E. McDonald.....	199,430	00			do do
Neilson & McGaw.....	54,767	00	18,138	00	
R. H. McGreevy.....	826,452	00			
McBean & Robinson.....	12,709	00	3,055	00	
J. G. Fraser.....	4,252	03			No privity of contract.
Donald Fraser.....	10,174	00	5,847	00	
M. Murphy.....	21,511	00	8,927	00	
McCarron & Cameron.....	27,712	00			
Smith & Pitbaldo.....	78,013	85			
E. A. Jones.....	95,141	34	10,354	00	
S. P. Tuck.....	117,420	00			Finished by the Crown at a loss.
Berlinquet & Co.....	363,980	71			do do
do	363,720	98			do do
Elliott, Grant & Co.....	59,289	00			do do
H. B. Higginson.....	20,128	36			No privity of contract.
H. Clark.....	450	00			
Mrs. Barbarie.....	244	00			
G. C. Sutherland.....	4,318	08			do
F. Turgeon.....	2,225	00	1,500	00	
Wm. Muirhead.....	2,651	27			do
E. P. Ellis.....	51	50			do
A. Duval.....	104	55			do
W. S. Bateman.....	125	50			do
M. Cowhig.....	1,601	36			do
D. Begin.....	500	00			
J. M. Blaikie.....	1,799	53	1,126	73	
K. F. Burns.....	831	36			do
Alphonse Matte.....	1,985	19	297	00	
F. Meahan.....	810	00			do
J. Russell.....	20	00	20	00	
Sylvain & Lepage.....	8,644	00			
Finnihan & Hawk.....	184	50			do
J. D. Fraser.....	1,560	00			do
John Calligan.....	867	00			
A. Johnson & Co.....	506	60	506	60	
J. T. Smith.....	9,373	37			do
J. H. Patton.....	601	00			do
J. McDonald.....	Not named.				do
H. D. Murray.....	110	00			do
David Murray.....	100	00			do
Wm. Murray.....	300	00			do
E. Hicks.....	198	00	150	00	
Geo. Langille.....	150	00			do
Ed. Shea.....	50	40			do
	4,146,207	00	148,705	62	

N.B.—It will be noticed that most of the cases excluded from our enquiry were on the grounds of "no privity of contract," which in itself is a complete answer to the claim. In each one mentioned as "finished by the Crown at a loss," the whole demand for extras was fully investigated, but those allowed by us did not reach the amount overpaid to the claimant on the contract work.

SCHEDULE D.
SHOWING the total liability, with and without interest.

Section.	Claimants.	Without Interest.		If Interest be added from the day the amount was due to the 1st April, 1884.
		\$	cts.		$	cts.
18	R. H. McGreevy	55,313	01	84,075 00
5	Alex. McDonell & Co	36,761	00	61,758 00
14	Neilson & McGaw	26,538	00	41,797 00
7	E. A. Jones & Co	18,654	00	30,032 00
10	Duncan Macdonald	23,407	00	36,397 00
4	Smith & Pitblado	1,337	00	2,279 00
11	Starr & DeWolf, assignees of Davis, Grant & Sutherland	8,655	00	14,453 00
	Donald Fraser & Co	5,847	00	9,472 00
	Martin Murphy	8,927	00	14,417 00
10, 16, 20	D. Macdonald	14,896	31	22,269 00
10	McBean & Robinson	3,055	00	5,483 00
	John Russell	20	00	36 00
	Alphonse Matte	297	00	479 00
	J. M. Blaikie	1,126	73	1,865 00
	F. Turgeon	1,500	00	2,242 00
	Alex. McDonell & Co	47,005	98	77,689 00
	Ebenezer Hicks	150	00	210 00
	A. Johnson & Co	506	60	817 00
		253,996	62	405,200 00
	If the right to charge the claimants with the diminutions of work be insisted on, the liability in the first seven cases would be as follows, instead of as above stated, and the total liability, without interest, would be reduced to \$148,705.49, or, including interest, to \$239,494.			
18	R. H. McGreevy	Nil.		Nil.
5	Alex. McDonell & Co	17,161	00	28,830 00
14	Neilson & McGaw	18,138	00	28,567 00
7	E. A. Jones & Co	10,354	00	16,669 00
10	Duncan Macdonald	16,644	00	25,881 00
4	Smith & Pitblado	Nil.		Nil.
11	Starr & DeWolf, assignees of Davis, Grant & Sutherland	3,077	00	5,138 00

SPECIAL REPORTS

(53n)

Of the Commissioners on the claims, viz., of Neilson & McGaw, Duncan Macdonald, Frederick Turgeon, Andrew Johnson & Co., Alexander McDonell & Co., Ebenezer Hicks, Donald Fraser & Co., McBean & Robinson, Martin Murphy, Starr & DeWolf, E. A. Jones & Co., J. M. Blaikie, John Russell, Alphonse Matte, R. H. McGreevy and Smith & Pitblado.

SPECIAL REPORT ON CLAIM OF NEILSON & MCGAW, \$54,767.

This claim arises out of the construction of Section 14, which, by contract, dated 25th May, 1870, Messrs. Neilson & McGaw undertook to complete on or before 1st

July, 1872, for the bulk price of \$245,475. The agreement contained the usual provision for increasing or diminishing that price, as the work might be increased or diminished by changes in grade or location, and also one, which in most cases was in a separate agreement, for deducting the price of the wooden superstructure of bridges at specified rates, should the Government decide to substitute iron.

At the end of 1872, most of the work was done; the remainder, including the Amqui bridge, was completed afterwards by Mr. McGaw alone, the partners having, between themselves, agreed upon a dissolution. He has at times claimed compensation for what he thus did, as if it could be dealt with irrespective of the contract with his firm; but the claim is made before us upon the basis of the original contract, as far as the whole work covered by it is concerned.

The wooden superstructure of the bridges was not supplied by these contractors, and the clause by which the bulk price was to be thereby reduced requires us to diminish that price to \$237,075. The original design included four bridges of one span each: one of 100 feet, one of 80 feet, and two of 30 feet. The prices named in the schedule were as follows:—100 feet, \$4,000; 80 feet, \$3,200; 60 feet, \$2,100; 40 feet, \$1,200. There was no price for a 30 feet span. We assume the two 30 feet spans to be equivalent, at the least, to one of 40 feet, and on this basis we deduct, for superstructure, \$8,400, leaving \$237,075 as the price, under the contract, for the whole work, subject, of course, to further variation for increase or decrease by changes of grade or location.

Starting with this price, we take up, *seriatim*, the items in the claim submitted to us, the particulars of which are given in Schedule A, hereto attached:

Item 1.

4,400 yards earth to raise grade between Stations 994 and 1,009, a distance of 1,500 feet, on an average, 3 feet above original grade, at 25 cents per yard..... \$1,100

The grade was raised near this locality to the average height alleged; the maximum was about 3 feet, and the average about $1\frac{1}{2}$.

Evidence was offered to show the increased quantity to be as here stated, but the witness had not the figures with him, and depended principally upon his memory. He said, however, that his calculation was based on what the profiles showed, and that from them the correct quantity could be again ascertained as accurately as he could give it.

From the profiles, we have ascertained that between Stations 970 and 985, there was a raise of grade which increased the earth excavation by the quantity here claimed; and as no charge is made for this place, we assume it to be the one to which this item alludes.

On the principle explained in our general report, we allow, for increases or decreases caused in this way, what we consider their actual value, irrespective of the price named in the tender schedule; and for this increase we allow 25 cents per yard, which is \$1,100 on Item 1. This brings up the whole price from \$237,075 to \$238,175.

Item 2.

One cattle-guard constructed above number in bill of works, occasioned by Government building new road across the railway, when finished, from Sandy Bay to Metapedia Road..... \$400 00

Item 3.

One extra cattle-guard constructed above number in bill of works, occasioned by change of alignment at Sayabec..... \$400 00

These cattle-guards were clearly made necessary by changes of location. The only question is as to their value. Mr. McGaw testified that they were worth as much as those of which he estimated the value when he was tendering, and that his

tender price was a fair one. He could not describe how \$400 could be arrived at, but said his judgment now was based on the single fact that the schedule annexed to his tender named \$400 per pair for cattle-guards.

As a fact, it named \$100 a pair, and there is no reason to believe that these were worth any more. We allow, on Items 2 and 3, \$200, which increases the whole price from \$238,175 to \$238,375.

Item 4.

Station 280 to 290 :		
By earth-work dispensed with, 8,000 yards, at 25 cents, on original line.....	\$2,000	
To earth-work executed on changed line, 19,824 yards at 25 cents.....		\$4,956
Station 90 to 70 :		
By earth-work dispensed with, 1,900 yards, at 25 cents, on original line.....	475	
To earth-work executed on changed line, 6,400 yards, at 25 cents		1,600
Station 62 to 48 :		
By earth-work dispensed with, 1,550 yards, at 25 cents, on original line.....	387 50	
To earthwork executed on changed line, 4,260 yards, at 25 cents		1,065
Extra wages paid 150 men for 75 days, at 10 cents per day beyond what men could have been got for on original line.....		1,125
Extra cost of 40 horses for 75 days at 20 cents per day beyond what they could have been got for on original line.....		600
Stations 361, 87, 195 :		
Making three roads for purposes of getting in materials on changed line.....		3,500
Station 225 :		
To 250 yards rock executed on new line on rock on original line, at \$1.30.....		325

There was an extensive change of alignment. About seven miles of the line was located farther inland than at first intended. This distance included the places for which the increases for earth and rock are here charged, and also the St. Pierre bridge, which is the subject of the next item.

This item, now under consideration, is made up by showing first the alleged quantity of these increases, and the value at a rate proper for the original location, and then unusual expenses which were peculiar to the new location.

The quantities may be taken as approximately correct. There is no conflicting evidence about them. They are established principally by the evidence of Mr. Taylor, who had been an assistant engineer on this section in the Government employ. He measured these quantities afterwards at the instance of the claimants.

Mr. Carr, who had been resident engineer at the time of the change, gave evidence before Mr. Shanly. He spoke of some increases of work caused by the new location, and said that with these exceptions he considered the whole work about equal on the two lines. There is no reason to think that changes in grade or location caused any diminution of work in other places which could be set off against these increases. Mr. McGaw testified that neither in earth nor in rock was he saved work anywhere, that he knew of. It is true the final return of the whole section shows less work, both in earth and rock, than was stated in the bill of works; but the contractors cannot be charged with that decrease, because it does not appear to be due to change of grade or location.

We find, therefore, that the claimants are entitled to charge for the quantities mentioned in this item.

As to the value, there can be no doubt that the cost of the work was materially increased by the move that took place. The new alignment was, in some places, about three quarters of a mile away from the original location, and at the same time further from the river and the public highway. Four roads from this highway to the works had to be built for transportation of stone and other material for the bridges and culverts, and of supplies, &c., for the men. One was devoted almost exclusively to the St. Pierre bridge, and is charged in Item 5; the others are included in this item. They were principally corduroy roads; the available timber was very brittle, mainly dead burnt trees, which necessitated frequent repairs and renewals.

This work was not always done by separate gangs, and no accurate account of the cost was kept at the time; but several witnesses have given general evidence on the probable outlay. We consider the price charged for roads fairly supported. For the distance over which the change took place, the first location was on dry ground, a sort of ridge, and close to a travelled road—the Metapedia road; the new location was over low, wet ground. "It was wet all through there," and "brush of the heaviest kind."

The contractors found great difficulty in procuring laborers though they were supplied with rubber boots and paid extra wages—that is, more at this place than on other portions of the same section. One witness, Mr. Mothersill, a civil engineer interested in the contract on an adjoining section, testified that he continually got men who would not stay in this place for Neilson & McGaw; they had also to pay an extra price for horses, from 25 to 30 cents a day.

According to the evidence of Mr. McGaw, the charges for extra pay are based upon memoranda taken as the work was going on; and he gave us the approximate number of men and horses employed, and their time.

A substantial allowance ought to be made on the ground of increased cost to the contractors on the new location. On the whole, we think the claimants have made out a fair case for the sums mentioned in this item. We allow for:—

Net increase in earth-work, stations 280 to 290.....	\$2,956 00
“ “ “ 90 to 70.....	1,125 00
“ “ “ 62 to 48.....	677 00
Extra wages of men	1,125 00
Extra pay of horses.....	600 00
Making and maintaining three roads.....	3,500 00
Rock excavated.....	325 00

In all..... \$10,308 00

This increases the whole price from \$238,375 to \$248,683.

Item 5.

St. Pierre River Bridge—

By masonry dispensed with for construction of bridge on original line, 320 yds. at \$12.....	\$3,840
To masonry executed in construction of bridge on changed line, 770 yds. at \$12.....	\$9,240 00
To building road to get in material to build bridge occasioned by change of location.....	1,000 00
To extra cost of haulage, 770 yds. of stone, occasioned by change of location, at 35c.....	269 50
To extra cost of haulage, sand and lime.....	75 00
To cost cost of pumping, temporary dams, to enable abutments to be constructed, occasioned by extra depth of water on new location.....	700 00

This item is made up on the same method as the last, charging, first, the alleged increase in masonry at rates claimed to be fair (in fact they are the schedule rates) for the first location, and then adding the expenditure due to this particular place.

First, as to the quantity. The evidence is to the effect that 640 yards would have been required on the old location, and 770 yards were finished on this; that entitles the claimants to the difference (130 yards), but they claim 320 yards more, because they say the bill of works did not name enough for the old location.

That claim is certainly not based on a change of location, and we could not recognize any inaccuracy in the bill of works, however it occurred, as a reason for adding to the bulk price, without ignoring the principle laid down in that document as well as in the contract, namely, that the quantities were not guaranteed and that no extra price would be paid if they proved to be inaccurate. As a fact, these contractors built on the whole section very much less masonry than the bill of works indicated. We allow on this bridge, 130 yards at \$12, equal to \$1,560.

Much of what we said concerning roads in Item 4 applies to the charge of \$1,000 in this item. We think the evidence justifies us in allowing that, as well as the charge for hauling, except \$75 for the lime and sand, which was included in the contents of masonry and is covered by 770 yards.

This bridge was on the new location above mentioned, and about half a mile from its site, according to the first design. The new alignment was made at the suggestion of the resident engineer (Mr. Carr). In giving evidence on this item before Mr. Shanly, he said: "The new location was at a lower level, a longer interval, that would be flooded with high water than in the old one."

Mr. Taylor testified that there was a good deal of extra labor at the bridge on the new location; that "the foundations would not have been nearly so bad (judging) from the testing they had at the crossing on the old line. There was a larger body of water at the new alignment."

Mr. McGaw's evidence explains the particulars, showing that pumping, &c., was required on the new location, and as far as we can judge from all the information that had been obtained concerning it, would not have been necessary on the old one. On Item 5, we allow:—

For increased masonry	\$1,560 00
“ road	1,000 00
“ hauling material.....	270 00
“ pumping, &c.....	700 00

In all.....	\$3,530 00

This increases the whole price from \$243,683 to \$252,213.

Item 6.

Crib-work for protection of embankment not required by original bill of works, 500 feet long, at \$12 per foot. \$1,000 00

This crib-work was near the St. Pierre bridge. A ditch by which a large swamp was drained into the river was continually giving away, and this cribbing was made to protect it. It was undoubtedly due to the change of location, and, on the evidence, the quantity and the rate charged are fairly established. We allow \$1,000, which increases the whole price from \$252,213 to \$253,213.

Item 7.

Tobegoto River Bridge—

Increase of 100 yards masonry over quantity shown in original bill of works (300 yds. being built instead of 200), at \$12.....	\$1,200 00
Earth-work executed over original quantities, caused by raise of grade, an average of 2 ft. for 1,200 ft., 1,860 cubic yds., at 25 cents.....	475 00

Crib-wharfing, 300 ft., to protect the embankment from the washing of the lake, not shown on bill of works, at \$2..... 600 00

Some of the work charged for in this item was caused by raising the grade about 3 feet. For that portion the claimants are entitled to have their bulk price increased. The remainder was not due to a change, either of grade or location, and was part of the work undertaken at the lump sum named in the contract.

The bridge over the Tobegote was 3 feet higher than originally intended. The size of the masonry work at the top was not altered, but the increased height would make it of larger dimensions at the bottom, for which we allow the rate charged, making \$575.

The rest of the increase in masonry over the quantity given in the bill of works was due to the foundations being deeper than was expected. That was one of the risks undertaken for the bulk price, and on the principle stated in our general report, as well as in several of our special reports, we do not consider the Crown liable to protect the contractor against it.

The earth-work included in this item was an increase due to the change of grade (about 3 feet at this point). The quantity and the rate are supported by sufficient evidence, and we allow the amount charged, \$475.

The charge for crib-wharfing is on the ground that it is not mentioned in the bill of works. There was no quantity given there for crib-wharfing, but after stating the estimated quantity in earth, rock, masonry, and other principal classes, the bill of works contained the following notice:

"In addition to the quantities herein given the attention of contractors is drawn to other services mentioned underneath, for which all allowances must be embraced in the tender." Amongst those underneath and under the head "Contingencies," we find the following: "For all works of protection required for slopes of embankments and cuttings."

Inasmuch, therefore, as this crib-work was not the result of any change of grade or location, it cannot be allowed.

On Item 7, we allow altogether:

For masonry	\$ 575 00
" earth-work.....	475 00
	<u>1,050 00</u>
In all.....	<u>\$1,050 00</u>

This raises the whole from \$253,213 to \$254,263.

Item 8.

Amqui River Bridge—

Piles not required on original bill of works, 2,500 lin. ft., at 30c....	\$ 750 00
Caps and platforms, 12,600 ft., B.M., at \$15 per thousand, not shown on original bill of works	189 00
Concrete, 100 yds., at \$7, above what is shown on the original bill of works.....	700 00
Additional masonry at Amqui bridge from the original bill of works, which showed 550 yds., and work done being 770 yds., at \$12.....	2,400 00
Extra work caused to get foundation, over quantities shown on original bill of works, and extra expenses through having to purchase pumps, engines and extra labor.....	3,000 00
	<u>\$7,039 00</u>

We think all this work was undertaken for the bulk price. We have several times, in reporting on other claims, and also in our general report, explained the principle on which we have concluded that the Crown is not liable to reimburse the contractor for such outlays as this, caused, not by change of grade or location, but because the quantities submitted in the bill of works were not accurate. The bargain was speculative; the claimants got, on this section, the advantage of unexpected decreases of work, which are not chargeable to them, and, according to the bargain, they must take with that advantage the disadvantage of finishing the Amqui bridge at a lower foundation than was expected.

But irrespective of the terms of the contract, there are other circumstances which, on this charge, would put the claimants out of any court.

The principal portion of this item is for work and material supplied, because an artificial foundation was resorted to instead of the natural one contemplated by the original design.

Mr. McGaw was very positive, in his evidence before us, that he had never been informed that he might adopt the new design, or follow the old one, at his option, on the understanding that if he adopted the new one he should make no charge on account of it.

The following letter was put into his hands:—

“ 1st May, 1874.

“ DEAR SIR,—You can proceed with the foundations of the Amqui bridge, on Section No. 14 of the Intercolonial Railway, at any time, upon the original design, or if you consider it to your advantage you will be permitted to introduce a pile foundation, as per plan furnished, it being quite understood that nothing extra will be allowed on the pile system of founding.

“ I am, yours truly,

“ COLLINGWOOD SCHREIBER.

“ ALEX. MCGAW, Esq ,

“ P. S.—The piles on one side will probable be about 12 feet long, and on the other side 22 feet.—C. S.”

On 5th May, 1874, the receipt of this letter was acknowledged by Mr. Stewart, his book keeper.

We allow nothing on Item 8.

Item 9.

Additional earth-work required to make up bank at intersection (and on Section 17, outside of contract) and occasioned by change of grade, 2,500 yards at 25 cents	\$625 00
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This was work outside the contract. After that had been finished, it was discovered that the grade of this and the adjoining section did not coincide: and this was ordered upon the understanding that it was not covered by the bulk price. The evidence supports the charge as to quantity and price. We allow \$625, which brings the whole price from \$254,263 to \$254,888.

Item 10.

Clearing out ditches after the road was accepted by Mr. Hazlewood, District Engineer.....	\$500 00
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This section was not formally taken off the hands of Messrs. Neilson & McGaw, as completed under contract, until after Amqui bridge was built; but we gather from the evidence, that before that was done Mr. Hazlewood went over the works and said they were then up to the requirements, except in some specified places, the Amqui bridge amongst them. In our judgment this did not relieve the contractors from their undertaking, to deliver over the works in good order when the whole

were completed. The last clause of the bill of works give notice that the bulk price was to cover "upholding and maintaining the whole of the works until their final acceptance at the close of the contract."

We allow nothing on Item 10,

Item 11.

Rock ditching in cuts after line was accepted by Mr. Hazlewood, not shown in bill of works, 5,000 feet at 50 cents..... \$2,500 00

As just mentioned, the evidence does not show that the line was formally accepted by Mr. Hazlewood as completed under the contract, but it supports the opinion that he was willing to relieve the contractors from making the ditches through the rock cuttings, according to their specification and contract; and they left them in a shape that satisfied him at the time. After wards, however, and before the whole work was finished, his superior officer insisted on the ditches being made as originally intended. It appears that putting them in the proper shape then cost, per yard, about twice as much as if it had been done before the contractors left them in the first instance. The whole outlay was about \$2,500, and, under the circumstances, we think the extra cost, that is, half the outlay, ought to be allowed. We allow \$1,250, which increases the whole price from \$254,883 to \$256,138.

Item 12.

First-class masonry built instead of second class, as per specification (first-class being at \$12 per yard and second-class at \$9), 5,000 yds., at \$3, being excess in cost \$15,000 00

The bill of works gave for Section 14, 1,500 yards of first-class, and 5,220 yards of second class masonry, in all 6,720 yards. All that was built was finally estimated at 1,834 yards, first-class, and 2,688 yards, second-class, in all 4,522 yards, so that the quantity, at all events, is much exaggerated in this demand. Mr. McGaw, in his evidence, alleged that the whole masonry was not substantially diminished by changes of design, and this led us to procure a new estimate on the subject.

We give, in Schedule B, the result of a fresh measurement of the whole masonry, made in October, 1883, showing the total to be about 4,458 yards, or a saving of 2,262 yards—one-third of that originally designed.

Compensation for improvement is, of course, claimed only on that which was intended to be inferior—that is, the minor structure, designed at first to be of second-class masonry. Those structures contained, according to the evidence, about 3,000 yards, instead of 5,000 yards, as here stated.

According to the original design, all the bridge work was to be of first class; and as bridge work was increased from causes other than changes of grade and location, it follows that the first-class masonry was increased to some extent, at all events, without thereby entitling the contractors to extra pay.

The minor structures (culverts) were designed at first to be of second-class masonry, except in the arches and other specified places. The claim in this item is based, as aforesaid, upon improving the class of masonry in those minor structures.

Upon the whole evidence, we think a considerable portion of this work was made at greater expense than the specification called for, but it was not made equal to first-class. One of the claimant's witnesses described it as about half way between first and second class.

The difference in value between those classes was stated in the tender schedule at \$3 per yard, so that if the claimants were allowed \$1.50 per yard, that is half the said difference, on all the masonry that could have been improved beyond the original design, they could not get more than about \$4,500.

Whether they are entitled to anything, depends on the proper interpretation of clause 4 of the contract, which is as follows:—

"The engineer shall be at liberty, at any time before the commencement or during the construction of any portion of the work, to make any changes or alterations which he may deem expedient in the grades, the line of location of the railway, the width of cuttings or fillings, the dimensions or character of structures, or in any other thing connected with the works, whether or not such changes increase or diminish the work to be done or the expense of doing the same; and the contractors shall not be entitled to any allowance by reason of such changes, unless such changes consist in alterations in the grades or line of location, in which case the contractors shall be subject to such deductions for any diminutions of work, or entitled to such allowance for increased work (as the case may be), as the Commissioners may deem reasonable, their decision being final in the matter."

These contractors, like all others who have spoken to this question before us, contend that whenever any particular piece of work was made more expensive to them by a change of plan, then the increased cost should be borne by the Crown, no matter how much was by change of plan saved to them in other places, either in the same or other classes of work.

On the Crown side it is argued that no matter how much the cost is so increased, the contractor must by the terms of the bargain, bear it without relief or reimbursement from the Government.

We feel satisfied that this contention of the contractors is not sound or reasonable. Courts of justice construe contracts so as to give effect, if possible, to every part of them; but to accede to the contractors' proposition, would be treating the language of this clause as idle words, and it would also be inconsistent with the spirit as well as with the letter of the bargain.

We have no hesitation in rejecting the interpretation proposed by the contractors, but we are not prepared to say that the very letter of the clause would be followed by courts of justice, in view of other parts of the document as well as of the surrounding circumstances and of common sense, which is sometimes appealed to, to throw light upon the intentions of parties.

We feel that there is some limit to the changes which engineers could call for within the bulk price. We cannot say, however, that we have no doubt where that limit is, and we do not wish to assume the responsibility of describing it in any instance more closely than is necessary for the decision of the particular case under consideration.

We refer to the question at greater length in our general report.

In this case the contractors offered and agreed, for the bulk price, to build, amongst other things, all the structures of masonry mentioned in the bill of works. The quantities given were—

1st class.....	1,500 yards.
2nd class	5,220 "

And they intimated that they had valued the work at \$12 per yard for first-class, and \$9 per yard for second-class.

According to these figures, they undertook masonry worth, in the aggregate, \$64,980.

There is no evidence to show that the works originally designed were worth less than this sum. On the contrary, the claimants have proved that some of the foundations were deeper, and required more masonry than was expected. Such contingencies were within the bulk price and, therefore, increased the quantity undertaken by the claimant. But assuming it to be worth no more than \$64,980, the evidence shows that these claimants were, by the changes of design, required to do only what would amount to \$54,238, at the prices asked by them.

In February, 1874, just before Mr. McGaw undertook to complete the section, and when there was no masonry to speak of left unfinished, except the Amqui bridge, Mr. Hazlewood returned an official estimate of all the masonry done and to be done on the section. It was 1,800 yards of first-class and 2,683 of second-class, in all 4,483 yards. That estimate included 716 yards of first-class for the Amqui bridge. The

claimants, however, say that they did at this place 750 yards, or thirty-six more. This would make the total 4,524 yards; and assuming that the contractors made it all equal to first-class masonry, at their price, \$12 a yard, their whole case would amount to this: that instead of calling upon them to do, 6,720 yards, worth \$64,980, which the engineers could clearly have done within the bulk price, they required them to build 4,524 yards, worth \$54,288.

We do not hesitate to say that the engineers might direct such a change as this, without giving the contractors a claim to an increased amount. We allow nothing on Item 12.

Item 13.

Extra work in foundation of culvert at Cedar Hall, 1,000 ft. timber, at 30 c. (\$300), and extra work and pumping (\$100), in all..... \$400 00

This charge is not based upon a change of grade or location. The evidence in support of it goes to show that the claimants were ordered to build one culvert at Cedar Hall, which, by diverting a stream, was made to answer the purpose of two, intended by the first plan, and that the foundation was more expensive than was to be expected from the information given by the bill of works; but that information was given with the express notice that its correctness was not guaranteed. It is not attempted to prove that this culvert cost more than the two would have cost, had the first design been carried out.

We allow nothing on Item 13.

The whole price to which the claimants are entitled, including extras, is, therefore:

According to our judgment	\$256,138
On which has been paid	238,000

Leaving a balance due, of \$18,138

This work was finished in August, 1874, Mr. Neilson, one of the contractors, is dead, and Mr. McGaw now makes the claim as his surviving partner.

In Schedule C we show the allowances made by us and the effect of them on the account with the contractors.

In our judgment the Crown was, on 1st September, 1874, liable to pay Messrs. Neilson & McGaw, for works on Section 14, the sum of \$18,138.

GEO. M. CLARK.
FREDERICK BROUGHTON.
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 7th March, 1884.

P.S.—Since the above was signed we have been instructed to report also the liability as it would be should the Government waive the right to charge for the diminution of work caused by the omission of the wooden bridge superstructure.

In this case the liability would be thereby increased from \$18,138 to \$26,538.

GEO. M. CLARK.
D. E. BOULTON.

OTTAWA, 20th March, 1884.

SCHEDULE A.

INTERCOLONIAL RAILWAY—NEILSON & MCGAW, Contractors.

Details of Claim for Extras on Section 14.

Station.		\$ cts.	\$ cts.
	To Contract price		245,475 00
	<i>Item 1.</i>		
994 to 1009	To 4,400 yards of earth required to raise grade for a distance of 1,500 feet, on an average 3 feet above original grade, at 25c. per yard		1,100 00
	<i>Item 2.</i>		
1054	To one cattle-guard constructed above number in original Bill of Works, occasioned by Government building new road across the railway when finished, such road being from Sandy Bay to Metapedia Road		400 00
	<i>Item 3.</i>		
	To one extra cattle-guard constructed above number in original Bill of Works, occasioned by change of alignment from original line laid down to be constructed		400 00
	<i>Item 4.</i>		
280 to 290	By earth-work dispensed with, 8,000 yards, at 25c., on original line..	2,000 00	
	To earth-work executed on changed line, 19,824 yards (owing to change of alignment), at 25c.		4,956 00
90 to 70	By 1,900 yards earth-work dispensed with (owing to change of alignment), at 25c.	475 00	
	To 6,400 yards earth-work executed on changed line, at 25c.....		1,600 00
62 to 48	By 1,550 yards earth-work dispensed with (owing to change of alignment), at 25c.	387 50	
	To 4,260 yards executed on changed line, at 25c.		1,065 00
	To extra wages paid 150 men for 75 days, at 10c. per day beyond what men could have been got to work for on original line, as the changed line was wet and distant from the Metapedia Road		1,125 00
	To extra cost of 40 horses for 75 days, at 20c. per day beyond what they could have been got to work for on original alignment, owing to the changed line being distant from the road, and wet and difficult to haul in		600 00
361, 87, 195	To making three roads for purposes of getting in material to changed line.....		3,500 00
225	To 250 yards of rock-work executed on changed line (no rock being on original line), at \$1.30.....		325 00
	ST. PIERRE RIVER BRIDGE.		
	<i>Item 5.</i>		
301e	By masonry dispensed with for construction of bridge on original line, 320 yards, at \$12	3,840 00	
	To masonry executed in construction of bridge on changed line, 770 yards, at \$12		9,240 00
	To building road to get in material to build bridge occasioned by change of alignment.....		1,000 00
	To extra cost of hauling 770 yards of stone, occasioned by change of alignment, at 35c.....		269 50
	To extra cost of hauling sand and lime.		75 00
	To cost of pumping temporary dams, &c., to enable abutments to be constructed, occasioned by extra depth of water beyond what would have been at original line		700 00
	<i>Item 6.</i>		
280	To crib-work for protection of embankment, not required by original Bill of Works, 500 feet long, at \$2 per foot.....		1,000 00

SCHEDULE A—Continued.

Station.		\$	cts.	\$	cts.
	TOBEGOTE RIVER BRIDGE.				
	<i>Item 7.</i>				
294 to 308	To increase of 100 yards masonry over quantity shown in original Bill of Works (300 yards having been built, instead of 200 yards, as shown), at \$12.....			1,200	00
	To earth-work executed over original quantities, occasioned by raise of grade, an average of 2 feet for 1,200 feet, 1,860 cubic yards, at 25c.....			475	00
	To crib-wharfing, 300 feet, in order to protect the embankment from the washing of the lake, not shown in the original Bill of Works, at \$2 per foot.....			600	00
	RIVER AMQUI BRIDGE.				
	<i>Item 8.</i>				
490	To piles not required in original Bill of Works, 2,500 lineal feet, at 30c.....			750	00
	To caps and platforms, 12,600 feet, B.M., at \$15 per 1,000 feet (not shown in original Bill of Works).....			189	00
	To concrete, 100 cubic yards, at \$7 (above that shown in original Bill of Works).....			700	00
	To additional masonry at Amqui Bridge, from original Bill of Works (original Bill of Works showing 550 yards, and work done being 750 cubic yards), at \$12.....			2,400	00
	To extra work occasioned to get foundation at Amqui Bridge, over quantities shown in original Bill of Works, and extra expenses through necessity of purchasing engines and pumps, and extra labor.....			3,000	00
	<i>Item 9.</i>				
540	To additional earth-work required to make up bank at intersection (and on Section 17 outside of contract, and occasioned by change of grade), 2,500 cubic yards, at 25c.....			625	00
	<i>Item 10.</i>				
	To clearing out ditches after road accepted by Mr. Hazlewood, District Engineer.....			500	00
	<i>Item 11.</i>				
	To rock ditching in cuts after line accepted by Mr. Hazlewood, not shown in Bill of Works, 5,000 lineal feet, at 50c.....			2,500	00
	<i>Item 12.</i>				
	To first class masonry built instead of second-class, as per specification (first-class being at \$12 per yard, and second-class at \$9), 5,000 yards, at \$3, being excess of cost of second-class.....			15,000	00
	<i>Item 13.</i>				
218e	To extra work in foundation of culvert at Cedar Hall, 1,000 feet timber, at 30c. (\$300), and extra work and pumping, \$100.....			400	00
				6,702	50
	By amount received from Government.....			238,000	00
				244,702	50
	Less.....				224,702
	Amount still due.....				54,787
					00

SCHEDULE B

SHOWING Approximately Quantities of Masonry in Culverts and Bridges on Section 14, Intercolonial Railway, measured by W. B. Mackenzie, 14th and 15th October, 1883.

NOTE.—For the following quantities, the data, viz., thickness of walls, depth of foundation and design (other than appearing on the surface) has been assumed. The standard Intercolonial Railway lithographed drawings of culverts, &c., were used, however, as far as they seemed to apply.

Mile Post.	Length.	Character of Structure.	Lime and Cement Masonry.	Dry Masonry.
	Feet.		Cubic yards.	Cubic yards.
107 × 403	48	2 × 2 box culvert.....	52·33	52·33
107 × 1020	50½	2 × 2½ do .....	.....	59·69
107 × 1955	75	2½ × 3 do	94·26	.....
107 × 2167½	79	2 × 2 do .....	.....	82·18
107 × 3315	37	2½ × 3 do	51·41	.....
107 × 4165	47	1½ × 2 do .....	.....	50·09
107 × 4505	29	1½ × 2 do .....	.....	33·23
107 × 4887½	21½	1 × 1½ do .....	.....	21·50
108 × 382½	38½	1 × 1½ do .....	.....	34·60
108 × 2125	31	1 × 1½ do .....	.....	28·91
108 × 4335	18½	7½ feet beam culvert.....	55·82	.....
109 × 425	26	2½ × 2½ box culvert.....	.....	35·73
109 × 1827½	19	18½ feet beam culvert.....	56·17	.....
109 × 2295	23½	2 × 2 box culvert.....	.....	28·50
109 × 2677½	24	2 × 2½ do .....	.....	34·51
109 × 3400	34	2½ × 2½ do .....	.....	42·98
110 × 765	.....	Plate girder bridge.....	96·32	.....
110 × 2082½	32	4½ × 1½ box culvert.....	12·47	.....
111 × 255	18½	7½ feet beam culvert.....	54·52	.....
111 × 3527½	20	8½ do do	58·26	.....
112 × 1275	.....	Plate girder bridge.....	163·50	.....
113 × 1955	.....	Lattice bridge.....	477·37	.....
114 × 467½	19	7½ feet beam culvert.....	86·65	.....
114 × 3867½	31	4 × 5½ box culvert.....	61·57	.....
115 × 1402½	29½	2½ × 2½ do	38·14	.....
115 × 4037	27½	4 × 4 do	48·15	.....
116 × 255	23½	3 × 3 do	35·66	.....
116 × 2125	18	7 feet beam culvert.....	54·92	.....
117 × 2167½	.....	Plate girder bridge.....	136·81	.....
117 × 4122½	18½	11 feet beam culvert.....	110·18	.....
118 × 892½	18½	5½ do	54·74	.....
118 × 2932½	32	2 × 2 box culvert.....	.....	36·92
119 × 637½	18½	7 feet beam do	80·16	.....
119 × 2932½	18½	14 do do	111·84	.....
119 × 3995	36	2½ × 3 box do	49·47	.....
119 × 4845	18½	11½ feet beam culvert.....	56·00	.....
120 × 2252½	33	3 × 3 box culvert.....	47·28	.....
120 × 3867½	19	7½ feet beam culvert.....	80·16	.....
121 × 467½	42	2½ × 2½ box culvert.....	54·50	.....
121 × 977½	18½	6½ feet beam culvert.....	39·00	.....
121 × 1955	47	2½ × 2½ box culvert.....	56·94	.....
121 × 3825	41	2½ × 2½ do	52·36	.....
121 × 514½	33	3 × 3 do	47·28	.....
122 × 1785	60	3 × 3 do	80·28	.....
123 × 212½	47½	3½ × 5½ do	90·28	.....
123 × 1785	33	2½ × 2½ do	42·58	.....
123 × 3017½	35	3 × 3 do	53·39	.....
124 × 977½	19	17½ feet beam culvert.....	80·16	.....
124 × 3012½	.....	Plate girder bridge.....	209·14	.....
125 × 1997½	18½	7½ feet beam culvert.....	55·39	.....
126 × 467½	41	2½ × 2½ box culvert.....	53·36	.....
126 × 1232½	24	2½ × 2½ do .....	.....	32·75
126 × 2507½	34	2½ × 2½ do	43·68	.....
126 × 3442½	34	3 × 3 do	48·50	.....

SCHEDULE B—*Concluded.*

Mile Post.	Length.	Character of Structure.	Lime and Cement Masonry.	Dry Masonry.
	Feet.		Cubic yards.	Cubic yards.
122 × 255	24	3 × 3 feet box culvert.....	36·28	
122 × 3570	18½	8½ feet beam culvert.....	54·41	
128 × 1020	100	Lattice girder span, Amqui Bridge.....	471·71	
128 × 2975	31	3 × 3 box culvert.....	44·83	
129	46	2½ × 2½ do.....	59·05	
129 × 858	.....	South end of Section 14.....		
Total cubic yards.....			3,884·92	573·92

SCHEDULE C.

Showing the allowances made by us and effect of them on the account with the contractors:

Contract Sum.....	\$245,475
Item:	
1. Earth to raise grade, 4,400 yds., at 25c.....	1,100
2 and 3. Two cattle-guards, at \$100.....	200
4. Earth-work on changed line.....	10,308
5. Extra masonry, &c., St. Pierre bridge.....	3,530
6. Crib-work to embankment.....	1,100
7. Extra masonry, &c., on Tobegote bridge.....	1,050
9. Earth-work at intersection with No. 17.....	625
11. Rock ditching in cuts.....	1,250
	<u>\$264,538</u>
Less bridge superstructure.....	8,400
	<u>\$256,138</u>
Less payments made, as per particulars...	238,000
	<u>\$18,138</u>

COPY OF SPECIAL REPORT ON CLAIM OF MR. DUNCAN MACDONALD, \$366,403.

This arises out of three separate transactions, on which the contractor claims the following amounts:—

1. On construction, Section 8.....	\$ 60,098 61
2. “ “ “ 10.....	251,873 74
3. “ track-laying and ballasting, Sections 10, 16 and 20.....	54,430 72
	<u>\$366,403 07</u>

We take them up in this order:—

SECTION 8.

Mr. Macdonald, by a contract in the usual form, dated 1st November, 1869, undertook to construct this section, and to finish it on or before 1st July, 1871, for the bulk price of \$100,000, which he has received in full. His claim concerning Section 8 is entirely for extras, as set out in Schedule A, page 67. We deal with the items of it *seriatim*, and find that the Crown is not liable on any of them.

Item 1.

200 ft. of fencing, at \$9 per 100 ft..... \$18 00

The fencing done was nearly this much in excess of the quantity named in the bill of works, but by the bargain the quantity to be covered by the bulk price was not in any class of work confined to that named in the bill of works. On the contrary, the agreement was that no extra pay would be given, though such quantities should be exceeded.

Item 2.

Earth in excess of bill of works, 7,550 yds, at 25c..... \$1,887 50

This demand, as it is shaped, is answered by our remarks in Item 1, for it does not allege that the excess was due to change of grade or location, whereby alone the bulk price could, under the contract, be increased. It is described here, and in Mr. Macdonald's evidence, as the alleged excess from all causes over the quantity mentioned in the bill of works. He testified, however, that in some places change of grade did lead to increased work.

The contractor employed Mr. Blackie, an engineer, to take measurement over Section 8, for the purpose of making up this claim, but in his instruction to that gentleman, he ignored all diminutions. No evidence was offered on the part of the contractor to show whether changes of grade and location caused, on the whole, an increase or a saving of work. We have, however, a statement of 1st of February, 1875, prepared by Mr. Schreiber, with the assistance of Mr. Hazlewood, which shows all such savings and increases, amongst them 8,450 yards of increase in earth excavation. This, however, does not help the contractor, for taking both decreases and increases, the balance is \$1,291 against him.

The items are as follows :—

Diminutions.

Earth excavation, 5,600 yds. at 16c.....	\$	896 00
Rock " 2,400 yds. at 80c.....		1,920 00
Masonry, 3 yds. at \$8.....		24 00
Paving, 1½ yds. at \$2.....		3 00

In all.....	\$	2,843 00

Increases.

Earth excavation, 8,540 yds. at 16c.....	\$1,352 00
Masonry, 25 yds. at \$8.....	200 00

	1,552 00

Net diminutions..... \$1,291 00

Mr. Macdonald was chargeable with this sum under the terms of his contract, but he admits, in his particulars, that he has received the bulk price (\$100,000) without any deduction, and the Government having paid him in full, without making the charge, it is not necessary further to allude to it.

Item 3.

To earth and haul to cover peat embankment, 5,260
yds. at 15c..... \$789 00

This charge is based entirely on extra haul. The evidence of the claimant shows that the "work was done in order to protect the embankment from the immediate danger caused by the fires in the neighborhood."

The material close at hand was peat; and the safer material, sand, was got only by going farther away.

The resident engineer gave another reason for the use of sand, namely, that the contractor preferred to haul it rather than to work in the wet bog next the line; but assuming the reason given by the contractor to be the true one, still the use of sand was for his own benefit, because the bulk price, as pointed out in the bill of works, was to cover "completing, upholding, and maintaining the whole of the works until their final acceptance, and the close of the contract." And his contract expressly stated (in clause 2) that "the contractor shall alone suffer loss * * * from, and shall run all risks of accidents or damages, from whatever cause they may arise, until the completion of the contract."

Using sand, then, as was done, instead of the inflammable material on the spot, was but a prudent act on his part, and whether it was more expensive or not than other available material, it certainly did not increase the liability of the Government.

The following is a report to Mr. Schreiber, concerning the work, from Mr. Hazlewood, the resident engineer (now deceased), dated 29th January, 1875:

"DEAR SIR,—Duncan Macdonald's agent, on Section 8, represented to me that owing to the wet nature of the peat bog on part of the section, and difficulty of finishing the bank with stuff from the side ditches, he would prefer borrowing from sand hills near the line, and finishing the bank up to grade by hauling it on by horses. I allowed him to do this, but I gave him no order to do it; he did it simply to suit himself."

Item 4.

To extra costs of cattle-guards, masonry instead of timber, 130 yds., at \$12..... \$1,560 00

The evidence before us on this item, by the claimant and his foreman, were so vague as to be quite useless, if not misleading. They did not seem to know what kind of cattle-guards had been originally designed for the places where these were put. The production of the original plans and profiles showed that they had done only what had been laid down from the beginning as part of the work,

Item 5.

Masonry, made first class, 3,441 yds., at \$9..... \$30,969 00

The bill of works for this section mentioned the total masonry at 4,700 yards, and gave in the schedule of structures, the respective sizes of those expected to be built. The specifications pointed out the different sizes for which the different classes would be required. These documents, taken together, showed that of the whole quantity (4,700 yards) 1,920 yards would be first, and 2,780 second-class. As a fact, the whole quantity built was 3,571 yards. The contention of the claimant is that a better class of work was put into the culverts than was requisite under the contract; but he admits that "in looking over the profiles of the work, when the drawings were not ready, he was under the impression that ordinary box culverts would suit the purpose, and it was on that he based his prices."

This contract was taken in ignorance of the features of the country, and the claimant stated that when tendering for the work he expected to find suitable stone on the section. In this he was disappointed, and it had to be fetched from a distance, at considerable expense. Then it became evident that it was not of a kind to permit of hammer dressing, which would have satisfied the specifications of second-

class masonry, but had to be dressed by chisel, and this, no doubt, made the work, in some cases, smoother than that which would have answered the contract.

This contractor seeks, as several others do, to throw upon the Government the unexpected cost which he was put to in furnishing masonry of any kind. He does not confine himself to the difference in cost to himself, if there was any, between that which he was bound to provide and that which he did provide, but if any change in the preparation or construction has taken place, and sometimes without it, he endeavors to make the Government liable for the value of the whole, as finished, less his tender rate for what he had undertaken to give. This is palpably unfair. Suppose, for illustration, that a contractor names in his tender \$8 for first-class and \$6 for second-class (as this one did) and that local difficulties make it cost him \$12 for first class and \$9 for second-class, he could not, by putting in the second-class structures additional work worth \$1 a yard, become entitled to receive the whole cost of this to him (*i. e.* \$9 + \$1 = \$10) less \$6 a yard. If he did, he would be getting \$4 a yard, simply because he had laid out \$1 a yard.

In deciding on his right, even under the interpretation of the contract, as generally urged by contractors, it would be necessary to learn first, the cost at which he could have complied with his undertaking, and then the value of the improvement, if any, which was supplied at the instance of the Government. This is speaking of a single structure, but if changes should take place in two structures, making one more expensive and the other less so, he could not be properly allowed the improvement in the one without setting off the saving in the other, and so on with any larger number.

In other words, a change of design in the masonry could give him no claim unless, at the least, the masonry of the section, as a whole, became thereby more expensive to him than it otherwise would have been. By this test Mr. Macdonald has no case in this item.

The engineer required him to build only 3,572 yards instead of 4,700 yards, as stated in the bill of works; but the difference, 1,128 yards, was not fully saved to him, because, instead of masonry for three culverts he provided iron pipes on timber foundations. It is apparent, however, that omitting these places, the changes of plan over the section brought the quantity below that named for all other places in the bill of works, and in our judgment, saved to Mr. Macdonald more than enough to compensate for any improvement in the class of masonry supplied, and this is after giving him the benefit of any doubt as to whether there was any appreciable improvement.

That there are grounds for such a doubt may be gathered from a report of the Chief Engineer to the Commissioners, dated 24th January, 1872, and made with special reference to this demand by Mr. Macdonald, in which he says:

"The contractor on this section was not called upon, and has not built a better class of masonry than that specified. None of the masonry, in my opinion, on this section, is quite up to the specifications and contract, though it is generally of a fair character."

Item 6.

To additional public road crossing..... \$250 00

The bill of works specifies seven public road crossings, and only seven were built. This one was a private crossing, a farm crossing, but is not so charged: that would have shown it to be plainly within the contract.

It seems to have been at one time taken for granted, on the part of the Government, that this crossing was an extra one. Mr. Fleming, in reporting to the Commissioners in 1873, admitted the item in favor of Mr. Macdonald, though he guarded himself by saying: He reported "quite irrespective of the question as to whether any of the works executed under the contract should be considered or allowed for as extras."

The evidence before us made it apparent that this crossing was covered by the contract. The bill of works had the following: "Road crossings and diversions, including seven public road crossings, with cattle-guards, &c., complete. Also, all farm crossings," &c., &c.

Mr. Chisholm, who built it, testified that "it was seven miles east of Rimouski; it is not a public crossing; it is a private road crossing." And again he said: "It was what was known as a farm crossing."

Item 7.

To 40,000 lbs. iron pipes, in concrete \$10,000 00

Mr. Macdonald presented his claim concerning this section and Section 10, to the Minister of Public Works, in February, 1874. This item then appeared as "40,000 lbs. iron pipes at 7 c., \$2,800."

The pipes were used for building culverts near St. Luce, where the ground was soft and the foundation bad. These culverts, under the original design, were to be of stone, and in order to save expense, they were changed, and iron pipes were substituted, supported by timber platforms, surrounded with concrete and with wing-walls at the ends.

We have no doubt that this mode of doing the work was less costly than that originally designed, though cases have been before us where the contrary was the fact, and special arrangements as to the price have been made in the tender. In this case there was no such provision, which, however, makes no difference in the result, as the claimant does not attempt to show that the new plan was more costly than the first one would have been:

Item 8.

Extra work on Metapedia Arch Culvert—	
Piles driven, 12,954 lineal ft., at 75 c.	\$ 9,716 00
Flatted timbers, 2,609 lineal ft., at 25 c.	652 25
Cement, 169 yds., at \$10	1,690 00
Excavation in foundations	1,014 00
Pumping	1,000 00
Wrought iron, 937 lbs., at 10 c.	93 70
Cast iron, 188 lbs., at 7 c.	13 16
Extra timber in superstructure	134 00
	<u>\$14,313 11</u>

These charges are far above what could be allowed if the work was to be paid for as outside the contract, but as we think it is clearly covered by the bulk price, it is not necessary to give our views concerning the true value.

This was, no doubt, a difficult foundation, and was more expensive than the information given by the bill of works and plans would lead one to expect, but it was not more expensive than was absolutely necessary for the stable construction of the work.

A bill of works and plans and specifications were laid before intending contractors, but they were expressly warned that they must satisfy themselves as to the foundations of structures and the nature of the material to be handled; and they were further told that the contract "will provide that all changes deemed necessary shall be made by the contractor, without any extra charge." To hold the Government liable now, for a contingency of this kind, would be to ignore the conditions so carefully notified before tenders were made, as well as the substance of the contract itself.

The claimant has urged, amongst other arguments, that this item might be allowed on change of grade, but there is no evidence to support that; in fact, no part of the expense was caused by any such change.

The cost of this structure was certainly increased, as alleged by an unforeseen contingency—the absence of a natural, solid foundation at the depth at which it was expected; and that fact was, probably, used as a reason for paying the full bulk price to the contractor, though it was then known that there were diminutions of work which would justify some reductions, had the Commissioners thought proper to insist upon it.

The contract was speculative, entailing loss in some cases and giving gain in others. The contractors lost in this foundation, but, besides the gain in masonry before mentioned, there were other substantial diminutions in work not chargeable to him and of which he got the full advantage.

In fact returns by the engineers have been made, upon more than one occasion, for the purpose of comparing the value of the work of all kinds actually done with those originally estimated for this section, and which were to be covered by the bulk price of \$100,000.

These statements agree in the main fact, that the works were deminished much to the advantage of the contractor.

The only difference is as to the amount of the gain by those changes; that varies between \$10,000 and \$16,000, according to the difference of opinion on the value of the several kinds of work.

But, notwithstanding this saving by change of plan, there is no reason to believe that the contract was not a profitable one. Mr. Macdonald's rights, however, are not affected by any of these views, correct or incorrect. He was entitled to his bulk price, less the deduction aforesaid, which was not made.

SECTION 10.

This section was originally let to McBean & Robinson at the bulk price of \$362,083, but by mutual agreement between them and the Commissioners their contract was cancelled, and in August, 1870, fresh competition was invited by advertisement; after which the tender of this claimant, at \$100,000, being accepted he entered into a contract dated 1st December, 1870, undertaking to construct and complete the section on or before the 1st July, 1872.

The first question concerning the claim is the proper price to be allowed for the work undertaken, for although the contract names \$400,000, and contains no provision for altering it, it was not meant by the Commissioners to be signed in that shape.

The tenders were invited and received by the Commissioners and the contract was awarded, first by them and afterwards by the Governor General in Council, all upon the express condition that there would be deducted from the amount of the accepted tender a percentage sum equivalent to the percentage of the whole work which the Chief Engineer should report to have been executed by the first contractors; but this part of the arrangement was inadvertently omitted in filling up the printed form used for the contract.

The advertisement gave notice, very plainly, that the tenders would be received upon the basis of the quantities specified in the original bill of works for the section, the price named on that basis to be reduced by the same proportion that the whole work had been reduced by McBean & Robinson, not the sum actually earned by that firm, for the price under which they had been working might be higher or lower than that of the contractor, but such a percentage as would be fair to the new contractor. For instance, if his bulk price should be lower than that of McBean & Robinson, then the deduction would be less than they had earned; if higher, more.

In this case it was higher. Their bulk price had been a little over \$362,000, this contractor's was \$400,000. The proportion of the work done by McBean & Robinson was afterwards finally estimated to be worth, under their contract, nearly \$31,000, and the Chief Engineer, in pursuance of the arrangement, reported that proportion of the work to represent about \$34,080, when measured by the new price.

All the officials treated the bargain with Mr. Macdonald as one at \$365,920. The accounts were kept and the progress estimates made on that basis.

Nearly a year after the date of the contract, Mr. Macdonald formally communicated to the Commissioners the fact that he was relying on the contents of the contract as it stood. He wrote the following letter:—

“MONTREAL, 14th November, 1871.

“GENTLEMEN,—In reply to your letter of the 8th inst., enclosing copy of letter which, you say, was written to me in awarding contract No. 10, and in which you refer me to the conditions thereof, I beg to say I never received the original letter, of which that professes to be a copy.

“I also beg to acknowledge the receipt of the printed notice therein enclosed, and by which you observe that I will see what the real contract was.

“I would beg to observe that I have the executed copy of the agreement, under which I am performing the work with your Board, and to which I look for the conditions under which the work is to be performed.

“I beg, further, to state that the progress payments required by the contract has not been made, as therein provided, nor have I been treated as other contractors, under similar circumstances, and should these payments be longer delayed, the responsibility of any delay in the progress of the work must rest with your Board.

“I have the honor to be, your obedient servant,

“DUNCAN MACDONALD.

“The Chairman, Commissioners of the Intercolonial Railway.”

The transaction, however, was still treated by the Government officials as if the \$400,000 was to be diminished in proportion to the work done by McBean & Robinson.

Nearly two years after this (18th October, 1873), Mr. Macdonald wrote Mr. Walsh the Chairman of the Commissioners, with the view of “arranging some differences that had arisen with respect to my Contract 10,” and professing to give an account of his intentions, and understanding when making his offer. He said: “At the time of making up my tender for Section 10, I was at Sydney, Cape Breton, where I made up my estimate. The original memoranda are now in my possession, which shows that I deducted the amount done by McBean & Robinson from the amount of my tender, namely, \$35,000. My calculations amount to \$439,000, amount done by McBean & Robinson being deducted, and to make it an even amount, I made it \$400,000 as by my tender.”

This version could not be the true one, for though he mentions approximately the amount that some time after the contract was signed, was proposed to be deducted from his bulk price of \$400,000, he could not have had a memoranda made before his tender on 2nd October, 1870, showing that he had then deducted \$35,000 for work done by the previous contractors, for the simple reason that they had not then done work that could be represented by such a sum, neither had there been up to that time any suggestion of that amount as the sum to be deducted. McBean & Robinson went on with the work for about six weeks after Macdonald had sent in his tender. On the 16th November, 1870, their work up to the 12th November was officially estimated at \$30,849, and it was some time after that, that a sum spoken of in round numbers as \$35,000; but really \$34,080 was set down in the accounts as a reduction from the nominal price (\$400,000) of the new contract, and this reduction was upon the theory aforesaid, namely, that 34,080 was the same percentage or proportion of \$400,000, as that which the work completed by McBean & Robinson (\$30,849) bore to their old price, \$362,083.

Mr. Macdonald alleges that the deduction of a percentage sum from the amount of his tender was an idea new to him, some time after his contract was signed, in December, 1870, but he admitted that before he made his offer he had seen the advertisement for tenders, in which that deduction was, as aforesaid, plainly stated as a condition to the contract. The bills of works, too, which were issued from the different Government offices on that occasion, contained the original quantities for the whole section, and had pasted on them printed notices, that though the offers were

to be based on the whole original quantities, a reduction would be made for the proportion (percentage), done by the previous contractors.

On 2nd November, 1870, the following telegram was received, addressed to Mr. Walsh, Chairman of the Commissioners :

“ Is Section 10, awarded to me ? Shall ship plant.

“ SYDNEY, B.C.

“ D. MACDONALD.”

He was answered by telegraph on the same day, that the contract had been awarded “ on the conditions specified in the advertisements.” Mr. Macdonald testified before us that before the contract was signed he did not see either this letter or telegram, but supposed he did afterwards.

Another statement, offered by way of explanation, in Mr. Macdonald’s letter, only leads to more confusion. He says his calculations amounted to \$439,000, meaning that the prices which he adopted, when applied to the stated quantities of the work, gave that sum.

We called his attention to this letter, and discussed the method by which he had come to the conclusion to tender at \$400,000. He gave us to understand that the prices on which he based his calculations were the rates named in the schedule attached to his tender. These figures gave no such result as \$439,000, but strange to say, a total so far above it that they could not have been used in any way in connection with his bulk price of \$400,000.

We give, in Schedule B, hereto attached, page 68, the quantities and items stated to tenderers, and the rates named in the schedule attached to his tender. The result is not \$439,000, but \$573,611. (See Schedule B).

Mr. Macdonald intimated to us his contempt for a bulk sum system. He said, while giving his evidence, that it was “ exploded twenty years ago,” and he explained his meaning to be, that if quantities were exhibited to tenderers, they became thereby entitled to be paid for all work over those quantities, no matter what the contract said. The simple interpretation of this view is, that if the quantities are reduced a contractor gets his bulk price, if they are increased, he gets more.

He also said that he made up his mind to offer at \$400,000, while he was travelling on a railway train; he could not say what papers he had before him, or if he had any, but he had no doubt he had previously seen the advertisement asking for tenders.

The only solution of the affair which suggests itself to us is that he took \$20,000 a mile for twenty miles, the assumed length of the section (*i. e.* \$400,000) as a calculation, close enough to answer the requirements of the system for which he had so little respect, and that when he came to put down prices for the different classes of work, as he did in the schedule attached to his tender (they being stated there without quantities and without showing results), he put them high enough to answer his purpose if he should find it expedient afterwards, because of increased quantities, to free himself from what he believed to be the very weak bonds of the bulk sum system.

Mr. Macdonald has, in fact, improperly endeavored to use the rates named in the tender schedule as a ground for a large demand against the Crown. In a memorial presented, in 1875, to the Government, concerning this claim, he says : “ Taking the prices mentioned in the schedule endorsed on tender and attached to the contract, in conjunction with the certificate of the engineer to the quantity of work, it will be seen that the value of the work done in the execution of the contract amounts to the sum of \$500,106.46 (*sic*), exceeding the amount of the contract price by \$100,196.46, as certified by the engineer in charge. Assuming, then the true basis of the contract to be \$400,000, as its terms cannot be disputed, the extra work over the quantities furnished by the Government engineer, Walter M. Buck, amounts to \$100,196.46.”

It is here ingeniously suggested, though not openly asserted, that his schedule rates would give, on the expected work, no more than \$400,000, and that because on the executed work they gave \$500,106, therefore he had done extras to the amount of the difference, \$100,196. The truthful way of putting the case was that the expected work gave, at these rates, \$573,611; the executed work only \$500,106, and therefore the contractor had done less work, by \$73,505, than he had expected and undertaken

by his contract. The fact that part of the work was done by a previous contractor was not mentioned by Mr. Macdonald in his memorial; and, in fact, it makes no difference in the calculation, for if the value of it be deducted at all, it must be deducted from both of these amounts, which would leave the difference still \$73,505 against him.

There may be some difference of opinion as to whether, making a comparison of the values of the work expected and the work done, the item of "contingencies," at the rate mentioned in the schedule attached to the tender, should not be included in each. Mr. Macdonald has not done so in his memorial above mentioned. If it be added, the work done would be (10 per cent.) \$50,000 more than \$500,106, named by him, and would leave the saving only \$23,495.

It may be that when he put these rates to his tender schedule, Mr. Macdonald intended only that they should be the foundation for temporary advances to him in the progress estimates larger than the proper proportion of his bulk price. It was suggested in a note to the tender that the rate there named, might be used for progress estimates; but one of the first acts of the Government officials was to frame a schedule of rates for the several works on which to pay the progress estimates without exceeding Mr. Macdonald's price. Their quantities and his rates could not both be got into that sum, one or the other had to be made smaller, the quantities could not, and so the rates were cut to fit; those adopted by the Government being, throughout the work, less than his. In fact the final estimate of all the work done, shows that \$400,000 is reached by quantities less than the original estimate and at rates less than he named in his tender.

The engineers and other officials continued, until the spring of 1875, to treat the contract with Mr. Macdonald as one for the bulk price of \$365,920; and Mr. Schreiber in January, 1875, after the completion of the works, made up what he intended as his final estimate on that basis, but afterwards on a perusal of the contract itself, he considered it proper to make another based on \$400,000, which he did on 17th April, 1875, but with that he submitted the following letter.

"ST. JOHN, 19th April, 1875.

"DEAR SIR,—Since despatching my first certificate of the 17th inst., in favour of Mr. Duncan Macdonald, for works of construction on Section 10, of the Intercolonial Railway, it struck me that I should be wanting in my duty were I not to offer an explanation as to why I now draw up calculations based on a lump sum of \$400,000, having previously drawn up a certificate based upon a lump sum of \$365,920. My certificate of 18th January last, was drawn up on information received from the Chief Engineer, he evidently believing the lump sum to be \$34,080, (the amount of the valuation of work done by McBean & Robinson), less than \$400,000, being \$365,920. I have since carefully read the contract, by which it is clear to me \$400,000 is the contract lump sum, and upon this I have based my certificate of the 17th inst., which is intended to supersede my certificate of the 17th inst., which is intended to supersede my certificate of 18th January last, and trusting my explanation may be satisfactory to you,

"I am yours very truly,

"COLLINGWOOD SCHRIEBER.

"C. J. BRYDGES, Montreal."

Mr. Macdonald had, in the meantime, made large claims for extras. After reports on them from the engineers, Mr. Brydges, then the sole Commissioner, submitted to the Minister of Public Works, his account of the position of the affair. The Minister in turn laid the matter before the Privy Council, on which an order dated 17th May, 1875, was passed as follows:—

"On a report, dated May 14th, 1875, from the Hon. the Minister of Public Works, stating that the contract of Duncan Macdonald, for the construction of Sec-

tion No. 10, Intercolonial Railway, has been completed, and that the account for the same is as follows, viz. :—

Contract price	\$400,000 00
Increase of work caused by change of grade	18,877 80
	\$418,877 80
Relieved of bridge superstructure and under drains	\$ 13,075 00
Diminution of work caused by change of grade	23,841 40
Paid during progress of work.....	367,000 00
	\$403,916 40
Balance due contractor	\$14,961 40

“ The Minister, therefore, recommends that he be authorized to pay the balance of \$14,961.40 to Mr. Macdonald accordingly, in full discharge of his claims in respect to said contract.

“ The Committee submit the above recommendation for your Excellency’s approval.

“ Certified,
W. A. HIMSWORTH.”

Under this authority, the balance here named (\$14,961.40), was finally offered to this claimant, if he would accept it in full of his demands concerning Section 10. This he declined to do, but it was subsequently paid to him without any such acquittance.

We propose after this explanation to treat the contract price as \$400,000, but we did not feel at liberty to do so without pointing out the above circumstances, so that His Excellency may, if he wishes, be yet advised whether it is expedient to take any further notice of Mr. Macdonald’s claim being treated according to the letter of the document, instead of the intention of the parties, and the Order in Council by which he was awarded the contract.

In this connection it may not be impossible for us to say, that on the whole evidence we think Mr. Macdonald not to be a gainer by his contract, though his price be called \$400,000, instead of \$365,920.

Mr. Macdonald claims on Section 10 a balance of \$251,873.13, as follows :—

Contract price.....	\$400,000 00
Extras	233,835 14
	\$633,835 14
Received on account.....	381,961 40
	\$251,873 14

The details of his extras are set out in Schedule C, hereto attached.

In opening this account we think it well that the bulk price should be at once varied according to the provision of the contract, which declared that it should be increased or reduced as the work should be increased or reduced by changes of grade or location, and we proceed to do so on the basis of \$400,000 assumed as aforesaid.

The evidence on the subject leads us to say, that the quantities reported by Mr. Schrieber, and adopted by the Government, as due to these changes, are as correct as can now be ascertained, and inasmuch as they show a balance against the claimant, it is not to his interest that the rates should be high.

We take Mr. Schrieber’s prices, though they are for most of the items, the low ones which the engineers had to use, in order to get the executed quantities into

the bulk price, there is no evidence to show that they are too low, but for the items which we hereinafter find due to the claimant, and in order to give him the benefit of every doubt, we adopt the higher rates of his tender schedule when there is no more direct evidence concerning the price.

The following is the account, as allowed by us, concerning the changes of grade and location:—

Diminutions.

Earth excavation, 75,890 yds., at 26c.....	\$19,731 40
2nd class masonry, 477 yds., at \$8.....	3,816 00
Paving, 98 yds., at \$3.....	294 00
	<u>\$23,841 40</u>

Increases.

Earth excavation, 49,530 yards, at 26 cents.	\$12,877 80
Rock excavation, 6,000 yards, at \$1.....	6,000 00
	<u>—————\$18,877 80</u>

Balance to be charged contractor.....\$ 4,963 60

Deducting this balance from the \$400,000, leaves \$395,037, as the prices for work to be done under the contract.

This, however, is to be further reduced in pursuance of an agreement that if the Government desired to substitute iron superstructure for the bridges, it should be done, the contractor being relieved from furnishing the wooden superstructure first designed, and the price of it at the rate specified in the schedule attached to his tender, being deducted from what would be otherwise due him.

In this case an 80 feet span of wooden superstructure was omitted. The rates for superstructure given in the same schedule were:

For each 100 feet span.....	\$4,000 00
“ “ 60 feet “	1,800 00
“ “ 50 feet “	1,500 00
“ “ 40 feet “	1,200 00

This leads us to suppose that an 80 feet span would be worth less than \$4,000, but more than \$1,800. However, as there is no rate given for it, we take the lower value, \$1,800.

Deducting this from the above mentioned bulk price, \$395,037, leaves \$393,237, as the proper price for the whole contract work as finished, the question left is whether this is to be increased, and if so, how far by works independent of or outside the contract.

Item 1.

To extra grubbing, in widening cuttings and making side ditches not included in bill of works, 21 acres at \$1,600.....\$ 3,360 00

Item 4.

To extra ditching outside of line, by order of engineer, 40,520 c. yds. at 30c.....\$12,156 00

Item 7.

To extra ditching, catch water drains, culvert pits outside of line, 1,201 c. yds., at \$1.75.....\$ 2,101 75

These items are connected with an extended and improved system of drainage, devised and directed after the contract was signed, in lieu of that originally designed.

The Chief Engineer, according to a printed memoranda issued by him dated 12th July, 1872, "attached great importance to the efficient drainage of this Railway."

He then described at some length the necessity for it, and the method by which he wished to secure it. The following is an extract from this Memorandum:—

"The general specifications describe how the under-drains were intended to be constructed. The contractors have, however, found it impossible, in many cases, to procure suitable gravel for the purpose specified within a reasonable haul, and too costly to break stone to the proper size. In view of these difficulties and the great importance of having the drainage done most efficiently, the Commissioners have, on the recommendation of the undermentioned, decided to relieve the contractors of this portion of the work, and to execute it by day's labor, when gravel can be brought forward by ballast trains. In the meantime, a charge for drainage is to form a deduction from the contract sums."

It will be seen that the under drains first designed and mentioned in the bill of works were done away with. This contractor testified that he did not consent to be charged with the saving so caused, and he asks to be paid in full for the new design. His consent is immaterial. It is quite plain that what he did was a substitution made by the authority of the Chief Engineer, for some work covered by his bulk price; if it was more expensive he may, under the particular circumstances of the case, be entitled to recover the difference of the cost. We do not say that he would be, under other circumstance, but, at all events, he cannot recover the whole value and allow nothing for what was intentionally omitted.

We proceed to credit him with the value first, and then to deduct the saving.

Preparatory to excavating the side ditches for the new drainage in open places, much extra grubbing was done; cuttings were widened, too, after they had been finished, in order to increase the size of the ditches. The grubbing at this stage of the work cost more per acre than if the whole surface had been undisturbed. Then, about \$100 per acre would have been enough; but, according to the evidence, the price here charged (\$160) is, under the circumstances, not unreasonable; the quantity and rate are fairly supported. We credit \$3,360 on Item 1.

Item 4 is for other work—earth excavation, necessitated by the new system of drainage.

Mr. Buck (now deceased) testified before Mr. Shanly, that this work was outside the line, and was done for the proper drainage of the railway, by order of the Chief Engineer, so as to prevent water accumulating in the side ditches. "These outside ditches had to be dug out to a certain inclination, not as in the case of ordinary drainage, where you might ditch with any inclination; these had all to be carried to the outlet." He produced a statement of his own measurement of this work, which showed the quantity charged to be correct. The price mentioned is that in the tender for the average of the whole section, and, on the evidence is not too high. We allow Item 4 at \$12,156.

Item 7 is for the excavation in rock outside the line, also done to carry out the new system of drainage. These quantities are also supported by Mr. Buck. He made them up from month to month, while he was resident engineer, and he explained that in some places the ditches were very deep. The average price over the section was \$1.20 per yard in the schedule attached to the tender. In this case it was more expensive per yard than in ordinary cuttings, and we think the price charged not unreasonable. We allow this item at \$2,102.

Thus, on the three items, 1, 4 and 7, relating to the new system of drainage, we allow the claimant's charges in full, amounting to \$17,618, against which we set off the value of the under-drains originally designed, adopting, in the absence of other evidence, the quantity given in the bill of works and the price in the schedule attached to the tender.

The former document stated 50,000 yards, of which McBean & Robinson did 1,000; the remainder, 49,000, at the tender rate, \$25 per 100 feet, gives \$12,250; this

deducted from \$17,618, leaves \$5,368 to the credit of the claimant, and increases his full price from \$393,237 to 398,605.

Item 2.

To extra earth excavation, over and above contract amount, 88,895 yds., at 30c.....\$26,668 50

Item 3.

To extra rock excavation, over and above contract amount, 51,155 yds., at \$1.50.. 76,732 50

These items are framed in such a way as not to show how much of the quantities charged is claimed as due to changes of grade or location. They are the totals taken from memoranda furnished by Mr. Buck, copies of which have been produced in evidence, and are based simply on the alleged fact, that they were over and above those estimated in the bill of works for this section: They are intended to state the whole of that increase, as well from changes of grade and location as from all other causes, except diversion of streams. The alleged increases from that cause are stated, as to earth, in Item 5, and as to rock, in Item 6. It is not necessary to repeat what we have already said in dealing with Section 8, that the bare fact of an increase over the quantities stated in the bill of works does not entitle the contractor to an extra price. Neither is it necessary for us to decide whether there was such an increase. We have already allowed for all the increases caused by changes of grade and location, and, therefore, on Items 2 and 3 nothing can now be allowed.

Item 5.

To extra excavation in earth, stream diversions outside of line of railway, 34,735 c. yds., at 40c.....\$13,894 00

Item 6.

To extra excavation in rock, stream diversions outside of line of railway, 1,317 c. yds., at \$1 75 2,304 75

These figures are also from statements furnished by Mr. Buck; and what we have said on Items 2 and 3 applies generally to these.

The quantities here claimed as due to diversion of streams seem to have been separated from others, upon the theory that they were not mentioned in the bill of works, and therefore are outside the contract; but though there is no attempt to give, in that document, the quantities for diversions in particular localities, the diversion of streams, whatever it may amount to, is there plainly indicated as a work to be covered by the contract.

After stating in detail, station by station, the quantities estimated for embankments and the other excavations, the bill of work says:—"Add for catch water drains, stream diversion, &c., &c., not included in above, say 15,000 yards." This quantity is less than that stated by Mr. Buck, but it must be remembered that diminishing the number of culverts and thereby the quantity of masonry, as was done on this section, is generally accomplished by conducting through one opening two or more streams originally intended to be taken through separate outlets; or, in other words, making more diversions than were included in the first plan. We have not enquired closely into the amount of work thus occasioned, because it is unquestionably covered by the contract. We allow nothing on Items 5 and 6.

Item 8.

Extra haul over over 1,600 ft., average haul 2,122 ft., 180,984 c. yds., at 21c. \$38,006 64

There is nothing in the contract, or any document relating to it, which entitles the contractor to a price beyond his lump sum for haul of any length.

There are allusions in the bill of works and in the specifications to places from which and to distances within which contractors will be controlled by the engineers, and required or allowed, as the case may be, to supply material for embankments, but none of them alter or affect the agreement that all the requisite work for the section is to be completed for the bulk price. We allow nothing on this item.

Item 9.

To 1,500 yds. first-class masonry, additional cost for Portland cement, when Canadian was acceptable, and additional cost of tool dressing and chisel-drafts, when rock face work was acceptable under the contract, at \$2 extra per yd.	\$3,000 00
To 457 yds. extra first-class masonry above quantity in the bill of works, made as above at price of tender at \$15 per yd.	6,855 00
To additional cost on above, for Portland cement, tool-dressing, and chisel drafts when rock face work was acceptable under the contract, at \$2.	914 00
In all.	<u>\$10,769 00</u>

Item 10.

To 4898 yds. second-class masonry, turned into first-class, difference between second and first-class masonry : Tender price of first-class \$15. Price allowed second-class \$9.	
Difference.	\$6 \$29,388 00
Additional cost, chisel drafts, Portland cement, tool-dressing, &c., \$2 per yd.	\$9,796 00

The ground upon which these charges are made is not very clear from the above particulars, and judging from Mr. Macdonald's evidence, it is not very intelligible to him. It turns out that Mr. Buck, who had been the resident engineer for the Government during the work, was afterwards, during the summer of 1875, employed by the contractor to make up this claim. He stated the quantities to charge for and Mr. Macdonald added the price, though he fixed that for masonry, as he testified, by the advice of others. He said he had never made any calculation to ascertain what the extra cost had been or how it was made up, in fact, he could give us no information whatever, based on any knowledge or reason of his own.

Mr. Buck was examined at Quebec by Mr. Shanly in this case on the 30th and 31st March, 1881. A few days before that (March 27th) he prepared a memorandum headed "Explanatory remarks on the items contained in the bill of claims preferred by Duncan Macdonald, contractor, Section 10, Intercolonial Railway." For the items now under consideration his remarks were as follows:—

(9.) "This item is for extra price on first-class masonry, and the quantity includes all the arch masonry as first class, and its character being well known to all who have examined it as the best of its kind, the extra price will be considered fair.

(10.) "Has reference to second-class masonry, which is the best of its kind."

Mr. Buck had on another occasions prepared documents to help Mr. Macdonald. It is apparent from the evidence that as time went on Mr. Macdonald's rights grew in the estimation of Mr. Buck, while those of the public diminished accordingly. In June he prepared "a statement of arch masonry returned in engineer's estimates as second-class arch and face work being claimed as first-class by contractor, Section 10." He gives the respective quantity for each structure, which amounted to 1,705 yds. He supplied, subsequently, another statement, dated Quebec, 14th December, 1880;

that was headed "statement of total arch culverts claimed as first-class masonry," and in that he gave the same identical structures, but the amount for each was increased so as to make a total of 6,855 yards, instead of 1,705 yards.

No witness has been able to explain the principle on which the several charges are made; and after all that has been said in evidence and in argument we cannot be sure what the contention of the claimant is. The only thing not left in doubt is the demand of \$2 a yard for Portland cement and chisel-drafting and tool-dressing on three separate quantities 1,500+457+4,898 yards=6,855 yards in all.

No one could tell us how much of the \$2 was on account of Portland cement, or how much on the chisel-drafting and tool-dressing.

As for Portland cement, we think it was the only kind admissible, for these portions of the masonry specified to be built with hydraulic cement. The specifications, clause 57 said: "The hydraulic lime or cement must be fresh ground, of the best brand, and it must be delivered on the ground, and kept there till used in good order. Before being used, satisfactory proof must be afforded the engineer of its hydraulic properties, as no inferior cement will be allowed."

Mr. Macdonald testified before us that Portland cement was the best brand.

Mr. Fleming testified before Mr. Shanly that "speaking generally" he had found Canadian cement so bad that he would not allow it to be used. Mr. Light, the district engineer over this section, testified before us that by an imported machine made expressly for such purposes he had carefully tested the hydraulic properties of the Canadian cement, the kind replaced by the Portland cement, in this case, and he had found it unfit for use. It was in fact, only one-tenth of the strength of English cement, notwithstanding which, he said he had allowed Mr. Macdonald to use 500 barrels of it in unexposed portions of the masonry.

It is clear to us that the engineers would have neglected their duties and the letter and the spirit of the contract if they had not required this claimant to use Portland cement, which is admittedly the best brand and, as far as we can see, the only one fit for the work.

The claimant's evidence and argument on this matter were directed only to the question whether Quebec made hydraulic cement ought not to have been received as sufficient instead of obliging him to furnish the more expensive brand known as Portland cement. But he did furnish the latter in places where we think the specifications did not call for any hydraulic cement.

That document states that common lime may be used in the structures over streams above a line 2 feet higher than the water level. This was not done, but no testimony was given to show how much the cost was increased by the substitution of Portland cement. We feel satisfied that it was not so great as to effect our conclusions on these items, as hereinafter given.

As to the tool-dressing and chisel-drafts, the evidence supports the allegation that in some places the masonry was finished more expensively (there was more hand work put on it) than would have answered the specifications; but it is quite impossible to say to what extent this occurred, or whether it was done only because the engineers required it.

We feel quite sure that it did not increase the cost of the whole masonry \$2 a yard.

Mr. Buck and Mr. Light were the witnesses, on whose evidence the claimant principally relied, in support of these items.

Mr. Buck was asked, before Mr. Shanly, concerning the quantity in Item 10, which had been built where second-class masonry had been originally designed, and which he gave at 4,898 yards: "Do you say they were ordered to be made first-class?" His answer was: "No; there was no order beyond the specification, but I say the work done on these culverts was of precisely similar character to that on the larger culverts, the only difference being the span."

It appears that the stone for the different structures came from some distance, which probably led to larger stone being transported and used than if it had been taken from some place close at hand. The size of the stones was one of the distinc-

tions in the specifications between first and second-class masonry—the first-class demanding large ones, the second permitting smaller ones.

Mr. Light, in his evidence before Mr. Shanly, said this second-class masonry was a good deal better than the specifications called for—\$2 or \$3 a yard better—counting, as we understand it in his evidence, the extra dressing, the value of the Portland cement and the cost of hauling the stone. He said it was better, because the “contractor found that, by going a distance, he could get stone that fitted the specifications better for first-class masonry.” He preferred to go to this place, “and he added, that he considered the contractor responsible, in a great measure, for the change of masonry,” because he would have considered it his duty “to have accepted second-class masonry under the specifications.”

It must be borne in mind that, on this section, the bulk of the first-class masonry was intended for the arches and other portions of the larger culverts, the second-class for smaller culverts. Clause 55 of the specifications is as follows:—

“A distinction will be made between arches of 10 feet span and upwards, and those of 8 feet span and under. The former will be of first-class masonry, although they may be constructed on walls of second-class work. Arches of 8 feet span and under will be of second-class masonry. Arches of each class will be semi-circular.”

Before us, the following question was put to Mr. Light in the presence of the claimant:—

“There were different sized structures there, I suppose (different sized culverts) from 10 feet upwards and 10 feet downwards; what kind of mason work did you require in the culverts under 10 feet? Did you require them of the same quality as the mason work in the larger culverts?”

His answer was as follows:—

“I did not; the contractor told me two or three times he considered the class of masonry was not good enough for the structures. I told him it was specified by Mr. Fleming; and he was strongly of opinion it was not strong enough, and he put in a superior class of masonry himself. He asked me at the time, ‘will you give me an order to do it?’ I said ‘no.’ He asked, ‘would I oppose him doing it himself?’ I said ‘no, I will not do that either; but I shall return it as second-class masonry,’ and he put it in himself.”

In the face of such evidence as this, and even if no masonry was to be considered, except that which was thus improved, it would be difficult to decide that the contractor could, on account of it, recover any substantial sum from the Crown. But his rights cannot be settled without deciding a larger question—one which takes in, at least, the whole of the masonry, if not all the other work of the section. To that question our answer must be unfavorable to Mr. Macdonald.

The question is: “Were the changes from the original design in masonry such as to make it, as a whole, more expensive to the contractor?” If not, it appears to us useless for him to press his claim any further, for otherwise the change would not be to his advantage; and this covers all the component parts of Items 9 and 10.

The original design for masonry included structures which would require 2,000 yards of first-class and 9,000 yards of second-class masonry, or a total of 11,000 yards, which, according to Mr. Macdonald’s tender rates, would be worth \$138,000. But instead of that quantity the engineers, by changes in the plans, required of him only a total of 9,079 yards, which would, at the same rates, give but \$136,185, if every yard of it was first-class. That, of course, is not pretended. Mr. Buck testified that, at all events, 1,739 yards were not better than second-class.

The advantage to the claimant by this change in masonry is established, not only by the figures but by all others which are supported by any evidence. Some give more, some less, gain to him, but they all go to show that the masonry, as he built it, cost him, on the whole, less than if he had been left to follow the original design exactly. We allow nothing on Items 9 and 10.

Item 11.

To extra work done in excavating foundations to arch culverts, water and pumping contingencies not in bill of works, 12,895 yds., at 40c..... \$5,153 00

The only ground on which the claimant puts this charge is that it was an unforeseen contingency. He does not pretend that it was caused by change of grade or location, or even by change of design. He says it was "not in the bill of works," but we find it there in this shape:—

"Foundations, including all excavation and concrete (see schedules), not included in the above, and all timber, planks, piles, draining, pumping, blasting, ballasting and everything else that may be found necessary."

If, however, the bill of works had omitted to call attention to this work in this explicit manner, it is quite clear that the contract work undertaken for the bulk price could not have been finished without it. We allow nothing on this item.

Item 12.

To loss and damage incurred in consequence of forty horses, men, foreman and manager sent to commence work at Government's request, but delayed two months, former contractors refusing to give up the work before they were paid..... \$3,500 00

It is true that before the contractor was put in possession of Section 10 he moved some horses and men to the ground and kept them there until the works were handed over to him. This is a matter, of course, cost him something, but the time stated is much exaggerated.

About the end of October, when the contract was awarded to Mr. Macdonald, he was finishing some work in Nova Scotia; and instead of selling them, he decided to send his horses and plant to this seat of expected operations. The evidence shows that some time elapsed before he closed the transaction and commenced the work. This time, however, was not lengthened by any fault of the Government officials.

The claim was favored by Mr. Buck and Mr. Light. They were on the spot and know that Mr. Macdonald was at an expense on account of the horses and men.

Some years afterwards (8th May, 1875) Mr. Light wrote a letter to Mr. Macdonald, apparently to be used in support of this charge, in which he said: "This detention must have caused you some expense, as your agent, Mr. Roy Macdonald, arrived in Newcastle with a large number of horses and men, at least, I think, a month before the works were turned over to him."

Mr. Buck gave some general evidence in support of this charge before Mr. Shanly. He said: "I am aware that when the contractor was prepared to commence the work, towards the close of November, 1870, he found the former contractors, Messrs. McBean & Robinson, still in possession of the work, although they had abandoned the contract. They refused to deliver up the section to him until they were paid for what they had done, for a final settlement."

It appears that these witnesses came to their opinions from what they saw on the spot, without reference to the negotiations going on at Ottawa, between Mr. Macdonald, on the one part, and the Commissioners and McBean & Robinson, on the other; but without being aware of that, they could not possibly understand the true position of affairs.

Mr. Light, speaking of the period before Mr. Macdonald got possession, did not remember that he had been notified that Mr. Macdonald had got the contract. He said that he was not informed officially of the different stages of the negotiations, but had learned from hearsay that the contract had been given up by McBean & Robinson and had been let to Duncan Macdonald.

His subordinate, Mr. Buck, would, of course, have no more authentic information. As a fact, the matter was not closed properly by this claimant, nor the contract

signed, till the 13th December, 1870, and the claimant admitted, before us, that after it was signed he suffered no detention.

The whole case of the contractor is, that before he had any right to take possession of the works he was allowed to go upon the ground with some horses and men, and that he did not get entire control of the works until he signed the contract and furnished the requisite securities.

That could not give him a claim. There could be none except on some implied promise or covenant on the part of the Crown, for there was, certainly, none expressed, and not only does he fail to show, but on the other side, the evidence shows that he was permitted to move to the spot only as a favor, and because he considered it an advantage to be there, though the contract had not been actually closed; and further, that he could not conveniently get to Ottawa, to sign the contract, until the 13th December, after which, he got full possession on the following day.

On the 27th October his claimant was formally notified, by letter to his usual address, at Montreal, that his tender was accepted, and asked to send names of securities, so as to get the matter closed.

The following telegraphic correspondence throws some light on the subsequent actions of the parties:—

“SYDNEY, C. B., 2nd November, 1870.

“To A. WALSH:

“Is Section 10 awarded me? Shall I ship plant?”

“D. MACDONALD.”

This was answered, saying that the contract had been awarded to him, “on the conditions specified in the advertisement,” no allusion being made to plant.

“MONTREAL, 2nd November, 1870.

“J. C. R. CONNORS:

“Mr. Macdonald in C. Breton; expected here daily.

“J. O'DONNELL.”

“SYDNEY, C.B., 24th November, 1870.

“J. C. R. CONNORS:

“Please send contract for Section 10, to Montreal, for signature.

“D. MACDONALD.”

On the same day a telegram was sent, in answer to this, to the following effect: “Cannot possibly allow commencement until contract is signed, but if important to you will do so. Plant on ground will be transferred at value to you, along with work done. On receipt of reply, engineer will be instructed.”

On the following day (November 25th) Macdonald telegraphed: “Very important I should commence, as my horses and plant are there; will take plant on ground at valuation.”

“MONTREAL, 8th December, 1870.

“A. WALSH:

“Just arrived, will go up to see you Monday morning.

“D. MACDONALD.”

“OTTAWA, 9th December, 1870.

“D. MACDONALD:

“Come to-morrow morning and have matters closed. Robinson here waiting.

“C. S. ROSS.”

“MONTREAL, 10th December, 1870.

“C. S. ROSS:

“Previous engagements prevent my leaving for Ottawa before Monday morning.

“D. MACDONALD.”

On the 13th December, the contract dated 1st December was signed at Ottawa, and the following telegram sent to Mr. Light:—

“ OTTAWA, 13th December, 1870.

“ A. S. LIGHT :

“ Give R. N. Macdonald, agent for Duncan Macdonald, immediate possession of Section 10. He will pay McBean's pay roll since last estimate. Work will be included in Macdonald's first estimate.

“ C. S. ROSS.”

And on the 19th, Mr. Light replied:—

“ McBean gave up possession of Section 10, on Wednesday, 14th inst. Macdonald's agent has now some sixty men and twenty-three horses at work.”

It is thus shown that the whole time between the date of the last request to be allowed to go on the ground, and which was sent from Cape Breton on November 25th, and the day on which full possession was given (December 14th), was eighteen days, including Sundays, of which a substantial part must have been occupied by Mr. Macdonald in making his way from Cape Breton to Ottawa, where the matter was to be closed by his signing the contract.

We see no ground for saying that the Crown is liable to reimburse the contractors for any part of the expense here charged.

Mr. Macdonald might well have been silent about McBean & Robinson's possession of Section 10. His tender (2nd October, 1870,) was, as he says, on the basis that his price was to cover the work to be done after that time. The Commissioners, however, expecting that his price was to be diminished by all that the previous contractors had done, and should do until he got possession, allowed them to go on and to draw the pay till the works were handed over to the new contractors. They were paid by the Government \$30,850, for work done between the end of September and the time when Macdonald assumed the contract and the pay rolls.

That amount was a clear gain to the contractor, beyond what he was entitled to under his own interpretation of his \$400,000 tender.

We allow nothing on Item 12.

The death of Mr. Buck has, we think, been no disadvantage to the claimant. His evidence before Mr. Shanly was very general, and a cross examination on the drainage, Items 1, 4 and 7, might have required us to reduce the amounts; but, as it is, we have adopted his evidence as it was given, and have allowed them in full, as aforesaid.

After adding our allowances, we find the whole price of the works to be \$398,605, in which Mr. Macdonald has received, as admitted in his particulars, \$381,961.

The following statement shows the debits and credits, which give the value of the work done at \$398,605:—

Bulk price of contract.....	\$400,000 00
Deduct net diminutions of work from change of grade and location.	\$4,963 00
Deduct wooden superstructure.....	1,800 00
	6,763 00
Add on Items 1, 4, 7.....	5,368 00
	\$398,605 00
Payments	381,961 00
	\$ 16,644 00

In our judgment, and assuming the contract price to be \$400,000, there was and has been, since the 1st day of January, 1875, \$16,644 due from the Crown to Mr. Macdonald on his works connected with Section 10.

N.B.—As mentioned in a postscript to this report, the liability concerning Section 10 would be increased from \$16,644 to \$23,407, should the Government waive the right to charge the contractor for diminutions of work, \$6,763.

BALLASTING AND TRACK-LAYING.

Sections 10, 16 and 20.

Although this work was commenced early in 1873, no contract concerning it was signed till August, 1874; in fact, rock ballasting was done before the parties arrived at any understanding in relation to it.

Tenders up to noon, 31st January, were invited by advertisement in November, 1872. Mr. Macdonald sent in two offers for these three sections, which had been grouped under the name of Division No. 2.

The first offer dated 27th January, 1873, asked:—

For track-laying	\$350 00 per mile.
For putting in switches.....	14 00 each.
For blanking crossings.....	20 00 per M. ft., B.M.
For ballasting.....	0 75c. per yd.

Measured in the pit.

A note in his handwriting said: "I have carefully explored No. 2 Division for ballast, and none can be had except broken stone.

He, however, made a second offer on the day of receiving tenders, in which he named the same rates for track-laying, switches, plank; but the last item was:

"For ballasting, 28c. per cubic yard of gravel measured in the pit; this price is intended to cover haul of five miles, if the haul be increased beyond that distance, the price to be increased at the rate of 1c. per mile."

Neither of these offers was accepted as it was made. On the 17th June, 1873, the Commissioners reported to the Privy Council "and recommended the acceptance of the tender of Duncan Macdonald, at the following rates:—

Track-laying.....	\$350 00 per mile.
Putting in switches.....	14 00 each.
Plank in crossings.....	20 00 per M. ft., B. M.
Ballasting.....	0 28c. per c. yd."

It will be noticed that this contained no reference to the extra haulage, or rock (broken stone) ballast. On the same day an Order in Council was passed, accepting the tender in the terms recommended by the Commissioners.

On the 25th July, 1873, Mr. Macdonald wrote Mr. Jones, the Secretary of the Commissioners, saying that he had received notice of the acceptance of his tender, and giving the names of his sureties, adding that the prices were correct, "except the price of rock ballast, 75c., and extra of 1c. per yard," and he asks to have these particulars inserted in the contract. But no contract was prepared, and no further acceptance of his terms took place at that time.

On 23rd August, 1873, Mr. Jones answered this, saying: "The question of prices was fully considered * * *. Those contained in my letter of 4th July ult., are the prices awarded to you, and these and no others will be paid on the contract."

On 21st October, 1873, Mr. Walsh wrote to Mr. Macdonald, informing him that no authority had been given for using or preparing rock ballast, and reminding him that the contract was not awarded on that basis.

On 15th December, 1873, Mr. Fleming, Chief Engineer, wrote the Secretary of the Commissioners, saying that Mr. Light, the district engineer, had returned for this claimant 6,223 cubic yards of broken stone on Section 10. He referred to the Order in Council accepting the offer at 28 cents, and declined to certify at a higher rate, but he mentioned the necessity of making some arrangement for broken stone on that section which, he said would be worth at least 56 cents, double the price of

ordinary gravel ballast, and he suggested making an advance of \$3,000 to Mr. Macdonald till the matter was settled.

In the following year (18th March, 1874), the Commissioners resolved that the contract made with Mr. Macdonald "be closed as follows:—

Track-laying.....	\$350 00 per mile.
Switches	14 00 each.
Plank, &c	20 00 per M. ft., B. M.
Ballasting, if rock	0 75 per yd.
" if gravel	0 28 " "

With an allowance of 1 cent per yard for every five miles of haul beyond twenty miles.

The quantity of rock and gravel ballast to be determined by Mr. Schreiber."

Some months afterwards a contract was signed by Mr. Macdonald, but not by anyone on the part of the Crown. The date (23rd August, 1874), and several other of the most important parts of it, are in pencil. The specifications, as submitted to tenderers, are attached to it, as well as a new tender without date, naming 28 cents for gravel and 75 cents for rock ballast, "with 1 cent additional for every five miles haul over twenty miles," and for the other work, the same as before. These terms are, with slight variations, a combination of those in his two tenders of January, 1873, and are stated to be those on which the contract is based.

There was no Order in Council supporting the contract in this shape, and apparently the Commissioners did not think proper to sign it without that authority.

The two main questions to be decided in adjusting this claim are, first and principally, the quantities of ballast actually put on the line by the claimant; and, secondly, whether he is entitled to any, and if so, what extra price, for a portion of the work which he did with horses, instead of with engines and cars, as he expected. His particulars contained other items of a different nature, but as to most of them there is no dispute. The rest are unimportant.

The details of this demand as submitted to us, are set out in Schedule D, hereto attached, page 70.

Item 1.

Rock ballast put on with horses and carts, engines and cars not having been furnished by the Government, as per agreement, 15,386 yds., at \$1.50..... \$23,079 00

Item 11.

Loss and damage by delay in not having been furnished with engines and cars, from May, 1873, to end of August, 1874, 14 months..... \$10,500 00

Out of a total of 73,851 yards of rock ballast, alleged to have been furnished by the contractor, he claims to be entitled, on this portion of it, as moved by horses and carts, to a higher rate than the contract price, on the ground that there was an implied promise by the Crown, that he should have the use immediately of Government engines and cars for his work, which he did not get, whereby he was driven to use this more expensive method. He explained in his evidence that though the absence of the engines and cars is named on the ground of complaint, the substantial difficulty was the want of ties, without which locomotives would be useless. Item 2 is for damages and delays for not getting the engines, &c., as aforesaid. The two items relate to each other, and may be properly considered together.

At the date of the written contract before mentioned, August, 1874, the Government had furnished ties and engines and cars, and everything necessary to facilitate the contractor's operations.

The claims in Items 1 and 2 are based entirely on matters prior to August, 1874.

The evidence shows that the contractor on whom the Government were depending for the supplies of ties, did not deliver them as soon as expected, and that until August, 1874, Mr. Macdonald proceeded with the ballasting by horses and carts.

The quantity here claimed was stated by Mr. Buck, the resident engineer, to have been put on the line by horses and carts, and for this work we think the contractor ought not, upon the facts, to be confined to his tender prices.

Considering the oral testimony as a whole, in connection with the several tenders, orders and other papers, complete and incomplete, the Commissioners appear to us to have refrained from entering into any positive contract which would even impliedly involve the providing of ties and cars and engines, until they saw that it could be done; and it seems that until the summer of 1874, they simply permitted Mr. Macdonald to go on with such work as he thought he could profitably do.

That, however, would be, between man and man, enough to entitle him, in our opinion, to a fair value of what he did. Most of the work was carried on virtually without any bargain as to price, and we think he should be paid, irrespective of one named, as we read the document, under the mutual expectation that the work would be done in a way that turned out to be impossible.

Under the circumstances, we think Mr. Macdonald should be paid, not damages as for the breach of contract, for there was none, but a reasonably liberal price for the work. On the value of this work a good deal of evidence was taken, which exhibited a wide diversity of opinion. The Government engineers generally thought the work could be done with horses and carts at no greater cost per yard than with the engines and cars. They say it is well understood among engineers and others having experience in railway construction, that for a short distance (1,000 yards was named by some of them) the method used here is quite as cheap as by locomotives.

The ballast in question was moved over a length of between 2,000 yards and 3,000 yards, from a deposit near the middle of it, or something over 1,000 yards each way. Other engineers, however, as well as the contractor and his partner, Mr. Chisholm, testified that in this case it was worth the price charged; and Mr. Macdonald said it was no more than the actual cost to him.

Under these circumstances, we have named, as a full compensation to Mr. Macdonald, the highest price spoken of by any witness on his side of the question, which is his demand in full on Item 1; but we add nothing on account of his not getting the use of engines and cars sooner than he did. On Items 1 and 11 together, we allow \$23,079.

Item 2.

	Yards.	
Rock ballast from Newcastle pit, with engines and cars . . .	16,692	
Rock ballast from Greenbrook pit, with engines and cars . . .	37,923	
Rock ballast from Greenbrook rock cutting, with engines and cars	300	
Rock ballast, prepared Station 560	3,550	
In all	58,465	at 75c. = 43,348 75

Item 3.

	Yards.	
Sand and gravel ballast pit, east Miramichi bridge.....	58,500	
Sand and gravel ballast pit, Nipissiquit bridge.....	79,600	
In all.....	138,100	at 28c. = \$38,668

These two items cover all the ballast except that just disposed of under Item 1, and we deal with the two together, because they must both be decided at least by the adoption of one or the other of two systems of measurement which led to very

different results and which were respectively advocated for settling the dispute in 1876—one by alleged number of car-loads, and an assumed average quantity per car, the only method which, at that time, gave as much ballast as was claimed by Mr. Macdonald; the other by actual measurement, as prepared by the Government, such measurement being the cubic contents of the pits from which the material was taken, as well as of the material itself found upon the line.

Item 2 relates to rock ballast, Item 3 to sand and gravel.

The dispute still pending in this case arose before the contractor left the works. It seems to have been started by the resident engineer making his monthly estimates, not from actual measurement, but on the car-load theory before mentioned, and the quantities being once stated in that way the contractor contended that they were to be treated as definite, and that the amount finally due to him was to be calculated by that method. Even if that method had been carefully followed, we think his contention would not have been sound, for according to the contract and tender, payment was to be made at a price per yard on the ballast measured in the pit. But after giving the subject full consideration, we have to say that the monthly progress estimates were not approximately correct; it was not necessary to have them precise, but they were so far astray as to be misleading.

Mr. Buck was the resident engineer on Section 10 till the end of 1874. His return for the work by horses and carts (Item 1) are not disputed by either party, the difference of opinion being as to total balance, not the porportion of it moved in that way. After the engines and cars were provided in August, 1874, Mr. Buck based his returns, as aforesaid, upon the number of car-loads alleged to have been moved by the contractor, and upon an assumed number of yards as the average contents of a car. That seasons operations closed in November; at the beginning of the next season Mr. Smellie succeeded Mr. Buck, and adopted the figures previously returned, adding to them the quantities moved under his supervision, in which way the errors of the previous period were continued.

Early in 1875, Mr. Schreiber, his superior officer, after walking over the line and noting the dimensions of the ballast and other data, made a check calculation, and came to the opinion that the total quantity returned up to that time was higher than it ought to have been, especially in rock ballast, whereupon he instructed Mr. Smellie to examine these measurements and calculations.

This was done and then Mr. Smellie re-checked them, the result showing each time a serious discrepancy.

A full and careful measurement of the pits from which the ballast had been taken was made by Mr. Smellie, assisted by Mr. Mann, the resident engineer on Section 16.

The result of their investigation was as follows:—

	Yards.	Value.
Rock ballast, Section 20, by carts.....	3,740	
From Newcastle pit.....	12,650	
“ Section 10, by carts.....	11,646	
“ Greenbrook pit.....	28,653	
“ Rock cuttings.....	300	
In all (at 75 cts).....	56,989	\$42,741 75
Sand ballast, North River pit.....	46,200	
Gravel ballast, Nipissiquit pit.....	50,657	
“ by carloads.....	400	
“ sides cast in.....	800	
Earth strippings, &c., used to make up embankments :		
Section 10.....	8,942	
Section 16.....	12,340	
In all (at 28c).....	119,339	\$33,414 92
Rock and gravel together, making.....		<u>\$76,156 67</u>

In the spring of 1876, before any of the work was touched, Mr. Barclay, another engineer, under directions from Mr. Schreiber, measured the pits, and also the rock ballast in the road-bed.

	Yards.
In measuring the pits, he assumed the quantities returned by Mr. Buck, as done by horses and carts, to be correct (<i>i. e.</i> , 3,740 + 11,646).....	15,386
And also the quantity from rock cuttings.....	300
His measurement of the other places gave from :	
Newcastle pit.....	12,063
Greenbrook pit.....	29,408
	57,156

Or 167 yards more than Mr. Smellie and Mr. Mann.

His measurement of rock ballast on the road was by taking cross sections every 100 feet, and plotting them on paper ; these are now on record, and show result of 57,302 yards, which is 313 yards more than Mr. Smellie and Mr. Mann returned as the contents of the pits from which that ballast was taken.

Mr. Barclay's measurement of the other quantities, namely, sand and gravel ballasting, and the earth for embankments, differed from that of Mr. Smellie and Mr. Mann, as follows :—

Sand ballast.....	246 yds. less
Gravel ballast.....	1,404 " "
Earth in embankments.....	645 " "

Thus, the measurement by Mr. Barclay, most favorable to the contractor, was, on the whole, about \$400 less so than that of Messrs. Smellie and Mann.

The quantities claimed by the contractor are considerably larger than those arrived at by the several engineers who were employed, as aforesaid, by the Government, to investigate the matter. His are supported, principally, by statements made up by Mr. O'Brien, who was in his service during the progress of the works. He said he had been "in various capacities—time-keeper, assistant book-keeper, and assistant paymaster"—and that his estimates were based on the number of carloads set down at the time from day to day. It strikes us that while he was engaged in some of the capacities which he mentions, he must have depended on others for information, concerning the number of carloads carried from day to day, and in that way may have been misled.

Subsequently, in 1880, Mr. Grant, an engineer, was employed by Mr. Macdonald to make measurements, with a view to giving evidence in support of this claim before Mr. Shanly. He measured three pits, and exhibited plans and gave oral testimony, both before Mr. Shanly and this Commission.

Of the different estimates put forward by the contractor, that by Mr. Grant was the one most likely to be correct, for, though his measurements were made several years after the work was done, he attempted to make an estimate as accurate as was possible, which some others of Mr. Macdonald's witnesses evidently did not, but he was under this great disadvantage: he had not seen the pits before, and had no personal knowledge of their original shape. He explained before us that he had calculated as ballast the whole cubic contents of the Greenbrook and Nipissiquit pits just as he found them, allowing nothing whatever for earth or other material lying over the ballast or mixed with it. He said the gravel had been close to the surface—within an inch of it. And, concerning the other one measured by him, the Newcastle pit, he said he believed his measurement was reliable, because, though some material had been taken from it after Mr. Macdonald left, it was only stripping stuff, and was there yet, and he felt sure no ballast material had been taken by others, "because the men who had taken it out for Macdonald were there with him."

Mr. Chisholm, in supporting a different item (charged by Mr. Macdonald for material moved, not as ballast, but for buildings, embankments), testified that 18,000 yards of material went out of this Greenbrook pit for that purpose. He said: "You will understand that it is not only this surface; sometimes we get into a seam of clay amongst this rock, or shaly soft stuff, that would not be allowed to be used as gravel, which we have to take out, and this we put in the sides to widen embankments." It is quite clear, therefore, that Mr. Grant made a mistake when he assumed the whole contents of that pit to have been rock ballast.

Mr. Chisholm admitted that Mr. Grant ought to have allowed something at the surface for earth. He said there were six inches of it. Mr. Smellie said there was a considerable quantity. The truth is, however, that there was not as much as 18,000 yards of earth taken for embankment out of this pit. Mr. O'Brien stated that something over that quantity had been so taken out, but it is evident that his estimate is too high. Much of the unfounded argument for the contractor is traceable to Mr. O'Brien's statements based on carload quantities.

Mr. Grant found the whole cubic contents of the Greenbrook pit to be 37, 923 yards, and Mr. Macdonald now claims this all as rock ballast at 75 cents. per yard.

Mr. Smellie's measurement gave for this pit 8,942 yards of earth for embankments and 28,653 of rock ballast, in all 37,595 yards, the variance on the total contents being thus only 328 yards. The principal difference between them is, that Mr. Grant assumed it to be all rock ballast; Mr. Smellie, who had been on the spot during the work, and had made his estimates in 1876, returned a considerable portion of it as earth used by the contractor for a purpose other than ballasting. In his evidence he attributed the incorrectness of Mr. Grant's estimates to the fact that he did not allow for the earth or stripping which had covered the ballast; and it must be remembered that this stripping was not moved without compensation. It was taken away and put into embankments, and appears in the present claim in Item 4. In that shape it is not disputed by the Government, and is paid for at 28 cents a yard, the price of gravel ballast.

In making up this claim before Mr. Shanly, the contractor adopted exactly the figures of Mr. Grant for the three places which he measured in 1880, namely:—

16,692 yds.	rock ballast	from Newcastle pit.
37,923 " "	" "	" Greenbrook pit.
91,900 " "	gravel " "	East Miramichi pit.

And although that covered the whole cubic contents of Greenbrook pit, he advanced a claim at 28 cents a yard for a considerable quantity of earth as taken from it and used in embankments. According to Mr. O'Brien's statement that earth was 18,190 yards, but it was not claimed to be so much before Mr. Shanly. Mr. O'Brien's estimate of rock out of the same pit was 44,920 yards.

It was in support of this earth item that Mr. Chisholm gave his evidence that we have already quoted. He gave evidence on most of the items. He had been the active manager on the works, and had got from the book-keeper and others figures concerning quantities which he had put down in a book. These figures he was able to state again, though not always with certainty, but he had no knowledge of his own as to quantities or amount.

This gentleman testified that he was a partner to the extent of one-fourth in the contract. He did the outdoor work, and he said that a son of Mr. Macdonald's looked after the accounts, &c., and had another fourth interest, the claimant holding the remaining half. Mr. Chisholm produced before us one carefully preserved document, which had been signed by Mr. Mann, then the resident engineer. This he put in for the avowed object of showing that after the true measurements were given on progress estimates, some one at Ottawa, or elsewhere, wrongfully lessened them, so that in the end the firm got credit for less than the correct amount of work.

The document read as follows:—

" Estimate for August and part of July.

	Yards.
July, ballast from Nipissiquit pit.....	1,500
August " " " "	26,000
" side casting	800
" material to lay.....	3,000
	<hr/>
Cubic yds	31,300
	<hr/>

" W. MANN, *Assistant Engineer.*

" NIPISSIGUIT, 30th August, 1875."

Concerning this certificate, Mr. Chisholm testified that Mr. Mann had arrived at the quantity by measuring the pit in his (Chisholm's) presence; that Mann then told him that the quantity up to that time was over 30,000 yards, after which he asked for a memorandum and got it. There is, however, another history of this paper. The authorities at Ottawa suspected that the quantities stated were in excess of the true ones, and required an explanation from Mr. Mann, and this is his story :

" RESTIGOUCHE DISTRICT, 13th September, 1875.

" DEAR SIR,—Yours of the 7th, from Montreal, received Saturday evening, and this morning went out to Nipissiquit pit, running levels all over the bottom, plotting levels, and the following is the result:—Total quantity out of pit up to 11th inst., 16,998 and 800 for side casting; total, 17,798 cubic yards. I took the quantities they returned me by car-loads in good faith, never supposing for a moment they would give me a wrong quantity. I do not see what could have been their object, for I told them the next return would be by cross-sections. At the rate they have worked, about 4,500 yards of the above have been done this month. * * * I am very much put out that the above has happened. For the future not a yard will be returned without being properly measured.

" I am, dear Sir, yours, &c.,

" C. SCHREIBER, Esq."

" WM. MANN.

This version of the affair gives some ground for supposing that Mr. Chisholm, knowing the estimate forwarded by Mr. Mann to be higher than it ought to be, asked for and got a memorandum of its quantity, over the signature of the engineer, so that it might be used afterwards in support of a claim for more than was right.

We cannot feel sure that the estimates offered by the claimant in support of his case have been procured with the object of showing fairly both sides of the case; but assuming that they are advanced in good faith, we have to say that they are entirely unreliable.

The danger of trusting to those based on the alleged number of car-loads is shown by the fact that Mr. O'Brien could thereby get 44,820 cubic yards of ballast and 18,190 yards for material for embankments, in all 63,110 yards, out of the Greenbrook pit; which Mr. Grant, acting in the claimant's interest and measuring up to the very surface found to contain only 37,923 yards. The same method or wants of method misled Mr. Mann into returning, at the first measurement of the Nipissiquit pit, as taken up to the end of August, 1875, a quantity of 31,300 yards, which by his own actual measurement of the pit was afterwards reduced to 13,298 yards. Our conclusion is that in the face of the official estimates made by competent engineers with great care and without any pecuniary interest in the result, and recorded so circumstantially as they now appear, and in the face of the evidence of Mr. Schreiber and Mr. Smellie on the subject, it would be impossible to give effect to the estimates put forward by Mr. Macdonald. The best of all these estimates is, of course, not precisely correct, but the returns of Mr. Smellie and Mr. Barclay are manifestly much more reliable than any others now available.

Between those two Government returns we take that most favorable, as aforesaid, to the claimant, and report that he put on the line altogether 98,057 yards of gravel

or sand ballast, and 56,989 yards of rock, in addition to what went from Station 560, charged above at 3,550 yards. From the 56,989 yards just mentioned must be deducted what has been already allowed on Item 1, as moved by horses and carts.

The 300 yards from the rock cutting is included in this allowance, but the 3,550 is not as yet disposed of. Mr. Macdonald, as contractor for Section 10, made an embankment on it too low, lower than was required by the plan. A quantity of ballast (alleged by Mr. O'Brien to be 3,550 yards) was under this contract deposited there; after which the Government engineers insist on the level being raised to the proper grade, and some three feet of earth was added to the height. It was then ballasted again, so that the quantity now charged for, was lost to the Government. It formed a portion of the embankment below grade, which Mr. Macdonald, under his former contract had undertaken to complete for a bulk price.

The question is whether the claimant is entitled to any pay for the material thus thrown away, and if so, for what quantity

Mr. Buck, who is the resident engineer over Section 10, is dead. He gave evidence for the claimant before Mr. Shanly, but was not questioned on this matter. Mr. Chisholm testified before us that he heard Mr. Buck say that he had changed (lowered) the original grades at that place, on account of the long wet cutting, in order to get a better run for the water; and that he had an order from Mr. Fleming to do it. Mr. Chisholm's evidence, generally, failed to impress us with a high opinion of his memory; but in this case, the absence of any explanation would with us raise a presumption, that the road had here been finished as required by the Government agent on the spot, the resident engineer, in which case we think Mr. Macdonald should not lose the value of the ballast afterwards put in by him under a new contract. But we have no faith in the quantity stated by Mr. O'Brien; it is given as "355 cars at 10 yards." The evidence convinces us that he was not only inaccurate, but that his statements were very exaggerated. When the correctness of his figures could be tested, they had been from 50 to 100 per cent. higher than they ought to be. This ballast from Station 560 had been covered by the earth, and when the dispute arose could not be measured, so that there is now no satisfactory evidence concerning the quantity. In order to make some estimate, we assume two-thirds of the quantity stated by Mr. O'Brien as the true one, and we name 2,367 yards as allowable in this portion of the item, The result is to credit the claimant on Items 2 and 3, as follows:—

Rock Ballast.—

	Yards.	Value.
From Station 560	2,367	
From other places	56,989	
	<u>59,356</u>	
Less credited on Item 1	15,386	
Balance	43,970	(at 75c.) \$32,977 50
Gravel ballast	98,057	(at 28c.) 27,455 96
In all		<u>\$60,433 46</u>

Item 4.

Widening and Grading,—

	Yards.	Value.
Section 10	8,942	
“ 16.	12,340	
Total	21,282	(at 28c.) <u>\$5,958 96</u>

These are the quantities before alluded to as taken from the pits, but put into embankments instead of being used as ballast. They are fully established by the

evidence, being, in fact, the quantities returned by the Government engineers instead of those much larger ones certified by Mr. O'Brien under his car-load method. That gave over 46,000 yards as put into the embankments against 21,282, and against Mr. Barclay's estimate of 20,634 yards. We allow this item in full.

Items 5, 6, 7, 8 and 9.

(5). 44 miles track-laying, at \$350	\$15,400 00
(6). 18 sets points and crossings, at \$14	252 00
(7). Lowering track by order of Engineers	75 00
(8). Plank furnished, 4,000 ft., at \$45	180 00
	<hr/>
	\$15,987 00

The evidence supports these charges. They are all admitted and included in Mr. Schreiber's final certificate, and are allowed by us.

Item 10.

General account of work outside of contract \$4,920 31

The details are given in nineteen separate charges, set out in Schedule E, hereto attached.

We think nothing is payable on the first twelve charges, amounting altogether to \$93.75.

On charges thirteen and fourteen we think the evidence established a liability. We allow \$1,201.56 as charged. On charges fifteen, sixteen and seventeen we allow \$200 as a liberal compensation for the work done. Charge eighteen, "distributing 53,500 sleepers hauled out of the river at Miramichi, at 5 cents, \$2,675," is altogether without foundation, and it ought never to have made its appearance in an account against the Government; in fact, the quantity was much smaller, and the work was done at 3 cents per tie, under a written agreement made directly with the tie contractor, and all this is ignored by the claimant. He and his partner testified that they knew nothing of such an arrangement, but it is established by documentary evidence, as well as by the receipt by the claimant's firm from the tie contractor, of the full pay for the services, except a small balance of \$146.34.

On Item 10 we allow altogether \$1,401.56.

Item 11 is already disposed of in connection with Item 1.

In addition to the sum of \$88,531.30 paid to this claimant on these works, and admitted by him in his particulars, a further sum of \$2,522.17 was paid to him in June 1879 (included in a cheque of \$7,493.57), and repairs and other work was done for him at the Government expense for which he is chargeable with \$910.20.

The liability on the ballasting, track-laying, &c., of Sections 10, 16 and 20 is therefore, in our opinion, as follows:—

Items.	\$	cts.
1 and 11. Rock ballast by horses and carts	23,079	00
2 and 3. Remainder of ballasts	60,433	46
4. Widening, &c., embankments	5,958	96
5, 6, 7, 8, 9. Track-laying, &c	15,987	00
10. Sundries	1,401	56
	<hr/>	
	\$106,859	98
	<hr/>	
Payments admitted	\$88,531	30
" in June, 1879	2,522	17
Repairs, &c.	910	20
	<hr/>	
	91,963	67
	<hr/>	
Balance	\$14,896	31

In our judgment, on the claims submitted to us the Crown was liable to Mr. Macdonald, on the 1st day of January, 1875, on the construction of Section 10, in the sum of \$16,644; and on the 1st January, 1876, on the track-laying and ballasting Sections 10, 16 and 20, in the sum of \$14,896.31, and was not liable, in any sum, on the construction of Section 8. This is based on the assumption before mentioned, that the bulk price for Section 10 is \$400,000, instead of \$365,920, as it would have been if the contract had been drawn up according to the terms of the advertisement for tenders.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 7th March, 1884.

G. M. CLARK,
FRED'K BROUGHTON,
D. E. BOULTON.

P.S.—Since the above was signed, we have been instructed, by Order in Council, to report our view of the liability, not only as it is after charging, as we have, in this case, for diminutions of work caused by the omission of the wooden superstructure for bridges, and by changes in grade or location, but also, as the liability would be should the right to make such charges be waived by the Government.

In this case, notwithstanding such charges, in all \$6,763 would vary the liability only so far as it relates to Section 10, it that it would be \$23,407 instead of \$16,644, as above mentioned.

OTTAWA, 20th March, 1884.

GEORGE M. CLARK,
D. E. BOULTON.

SCHEDULE A.

SECTION 8, INTERCOLONIAL RAILWAY.

The Government of Canada, to Duncan Macdonald, Contractor.

No.		Quantities.	Rate.	Amount.
			\$ cts.	\$ cts.
1	To 2,000 feet of fencing extra..... per 100 ft.	2,000	9 00	180 00
2	Extra earth-work, in excess of bill of works..... C. yds.	7,550	0 25	1,887 50
3	do extra haul, to cover peat embankments to protect them from fire C. yds.	5,260	0 15	789 00
4	Extra cost of cattle-guards, masonry substituted for wood, by order..... C. yds.	130	12 00	1,560 00
5	3,441 yards of second-class masonry, made first-class by order, and, as shown by plans, difference between second and first-class, including tool-dressing and chisel-drafts, when rock face work was acceptable under contract:—			
	First-class masonry	\$15 00		
	Second-class masonry	6 00		
			9 00	30,969 00
6	One additional public road crossing			250 00
7	Extra 30-inch iron pipes, laid in concrete and masonry, built into three culverts, not included in bill of works.....	40,000 lbs.		10,000 00
8	Metapedia arch culverts, extra works, as follows:—			
	Piles driven..... L. ft	12,954	0 75	9,716 00
	Flatted timber..... do	2,609	0 25	652 25
	Cement..... C. yds.	169	10 00	1,690 00
	Excavation in foundations			1,014 00
	Pumping do			1,000 00
	Wrought iron do	937	0 10	93 70
	Cast iron do	188	0 07	13 16
	Extra timber in superstructure.....			134 00
				60,098 61

SCHEDULE A.—Section 8, Intercolonial Railway.—*Concluded.*

SUMMARY.

To amount of contract	100,000 00
do extras, as above	60,098 61
By cash on account	160,098 61
To balance due	100,000 00
	60,098 61

With interest from 1st December, 1874, on above balance.

SCHEDULE B.

QUANTITIES named to Tenderers for Section 10, monied out at rates named in Schedule of Duncan Macdonald's Tender.

Work performed.	Quantities	Rate.		Amount.
		\$	cts.	\$ cts.
Clearing	Acres. 310	25	00	7,750 00
Close cutting	" 15	25	00	375 00
Grubbing	" 15	100	00	1,500 00
Fencing	Lin. ft. 212,000	9	00	19,080 00
Rock excavation	C. yds. 61,000	1	20	73,200 00
Earth do	" 853,000	0	30	255,900 00
Under-drains	Lin. ft. 50,000	25	00	12,500 00
Rip-rap	C. yds. 1,000	1	50	1,500 00
Concrete	" 600	6	00	3,600 00
First-class masonry	" 2,000	15	00	30,000 00
Second do	" 9,000	12	00	108,000 00
Paving	" 800	6	00	4,800 00
Foundations. (No price is given in the schedule for foundations, it being apparently intended that the price named for masonry shall cover the foundation for it.)				
Howe Truss Bridge, 80 lin. ft. span				1,800 00
Beam Culverts, say 128 ft.	14	10	00	1,280 00
Public Crossings	2	40	00	80 00
Over-bridge	1			
Farm Crossings	5	20	00	100 00
Omissions and Contingencies, 10 per cent. on all other works				52,146 00
				573,611 00

SCHEDULE C.

SECTION 10, INTERCOLONIAL RAILWAY.

The Government of Canada, to Duncan Macdonald, Contractor.

Item.	Work performed.	Quantities.	Rate.	Amount.
			\$ cts.	\$ cts.
1	To extra grubbing in widening cuttings and making side ditches, not included in bill of works..... Acres.	21	160 00	3,360 00
2	Extra earth excavation over and above contract amount..... C. yds.	88,895	0 30	26,668 50
3	Extra rock excavation over and above contract amount..... "	51,155	1 50	76,732 50
4	Extra ditching outside of line by order of engineer.. "	40,520	0 30	12,156 00
5	Extra excavation in earth, stream diversions outside of line..... "	34,735	0 40	13,894 00
6	Extra excavations in rock, stream diversions outside of line..... "	1,317	1 75	2,304 75
7	Extra rock ditching catch-water drains, culvert pits outside of line..... "	1,201	1 75	2,101 75
8	Extra haul (over 1,600 ft. average haul) 2,122 ft..... "	180,984	0 21	38,006 64
9	1,500 yards first-class masonry, additional cost for Portland cement when Canadian cement was acceptable, and additional cost of tool-dressing and chisel-drafts when rock face work was acceptable under contract, at \$2 extra per yard..... \$3,000 00			
	457 yards (extra) first-class masonry above quantity of bill of works made as above at price of tender, at \$15 per yard..... 6,855 00			
	Additional cost on above for Portland cement, tool-dressing and chisel-drafts when rock face work was acceptable, at \$2 per yard..... 914 00			
				10,769 00
10	4,898 yards of second-class masonry which were, by order and as shown by plans, turned into first-class—difference between second and first-class masonry— Tender price for first-class masonry.... \$15 Price allowed for second-class masonry 9			
	Additional cost for Portland cement when Canadian cement was acceptable and cost of tool-dressing and chisel-drafts when rock face work was acceptable, at \$2 per yard.....	\$6 00	\$29,388 00	
		9,796 00		
				39,184 00
11	Extra work in excavation, foundations to arch culverts, water and pumping contingencies, not included in bill of works.....	12,895 00	0 40	5,158 00
12	Loss and damages incurred in consequence of 40 horses, men, foremen and manager sent to commence work at Government's request, but delayed two months, former contractors refusing to deliver work to Government before they had been paid.....			3,500 00
				233,835 14

SUMMARY.

To amount of contract.....	\$400,000 00
Amount of extras as above.....	233,835 14
	<u>\$632,835 14</u>
By cash received on account of contract.....	381,961 40
To balance due on contract and for extras.....	<u>\$251,873 74</u>

With interest from 1st December, 1874, on above balance.

SCHEDULE D.

SECTIONS 10, 16 AND 20—BALLASTING, &C.

The Government of Canada to Duncan Macdonald, Contractor.

Item.	Work performed.	Quantities.	Rate.	Amount.
			\$ cts.	\$ cts.
1	Rock ballast put in with horses and carts, engines and cars not having been furnished by the Government, as per agreement..... C. yds.	15,386	1 50	23,079 00
2	Rock ballast from Newcastle pit with engine and cars..... 16,692 "			
	Rock ballast from Greenbrook pit with engines and cars..... 37,923 "			
	Rock ballast from Greenbrook pit, rock cutting do prepared at Station 560..... 300 "			
		58,465	0 75	43,848 75
3	Sand and gravel ballast— Pit, East Miramichi Bridge..... 91,900 " Pit, Nipisiquit Bridge 51,867 "			
		143,767	0 28	40,250 16
4	Widening and grading Section 10..... 8,942 " do do 16..... 12,340 "			
		21,282	0 28	5,958 96
5	44 miles track-laying Miles.	44	350 00	15,400 00
6	18 sets points and crossings..... No.	18	14 00	252 00
7	Lowering track by order of Engineer..... L. yds.	300		75 00
8	Plank furnished..... B.M. Feet.	4,000	45 00	180 00
9	Plank for 4 road crossings, as per letter..... No.	4	20 00	80 00
10	General account for work outside of contract, (see statement in detail appended hereto).....			4,920 31
11	Loss and damage for delay, not having been furnished with engines and cars from May, 1873, to end of August, 1874—14 months.....			10,500 00
				144,544 18
	By Cash on account.....			88,531 30
	Balance due.....			56,012 88

With interest from the 1st December, 1875.

The quantities under Item 3 are to be charged as follows:—

Pit, East Miramichi Bridge	58,500 cub. yds.
“ Nipisiquit Bridge	79,600 “
	<u>138,100</u> “

The rates remaining the same, and the total amount to be altered accordingly.

A. MCINTYRE,

Counsel for Claimant.

SCHEDULE E.

(Showing Details of Item 10, in detail.)

BALLASTING CONTRACTS, SECTIONS 16, 20 AND 10.

The Government of Canada, to Duncan Macdonald, Contractor.

No.	Date.	Work Performed.	Rate.	Amount.
	1875.		\$ cts.	\$ cts.
1	June	To Shimming track 16 miles, section 10, 7 days' men	1 25	8 75
2		Ditching, Blanchard cutting, section 16, 2 days ..	1 25	2 50
3		Shimming at beam culvert, bog, section 16, 4 days.....	1 25	5 00
4	July.....	Shifting sleepers out of way at bog, section 16, 7 days.....	1 25	8 75
5		Forwarding sleepers, first mile north of bog, section 16, 10 days.	1 25	12 50
6		Shimming culvert, north borrowing pit, section 16, 2 days.....	1 25	2 50
7		Forwarding sleepers for track, first 2½ miles north of Lawson's cutting, section 16, 25 days.....	1 25	31 25
8		Shimming culvert at little red pine, section 16, 2 days.....	1 25	2 50
9		Shimming at big red pine bridge, and cutting rails, section 16, 7 days	1 25	8 75
10		Shimming at first culvert north of big red pine bridge, section 16, 3 days	1 25	3 75
11		Bartibogue siding, section 10, 3 days.....	1 25	3 75
12		Chipping rails for red pine siding, section 16, 3 days.....	1 25	3 75
13	Sept.	503½ day's labor trimming embankments, section 16.....	1 25	629 69
14	Oct.....	45½ do do	1 25	571 87
15		Hauling 10 carloads bricks to Bathurst, per order of Engineer.....		150 00
16		do 5 do iron for siding		75 00
17		do lumber for station houses.....		195 00
18		Distributing 53,500 sleepers, hauled out of River Miramichi....	0 05	2,675 00
19	Nov. 30 ...	Water tanks and shanty for men.....		530 00
				4,920 31

Interest from 1st December, 1875.

SPECIAL REPORT ON CLAIM OF F. TURGEON, \$2,225.

This claim is for the value of a number of ties owned by Mr. Turgeon, and alleged to have been taken by the railway officials for use on the road.

The evidence and documents before us show that Mr. Turgeon was a sub-contractor under Mr. Girouard, who had a contract for supplying ties for Sections 9 and 15 of the Intercolonial Railway, and that after Turgeon had delivered some 32,000 ties, they were gone over by the Inspectors and about 10,000 culled out. These were not accepted or paid for by the contractor, Mr. Girouard, but remained at the place of delivery as the property of Mr. Turgeon.

Some time after, in 1875, these culls were carried away from Section 9, by Mr. J. McDonald and the track master, to make sidings elsewhere.

The matter was investigated, in the first instance, by Mr. Simard, one of the official arbitrators, when several witnesses were examined; it was also looked into by the late Mr. F. Shanly, and some evidence was given before him, including a declaration by Mr. Girouard, to the effect that about 10,000 were rejected by him out of the quantity supplied, and he had not paid for them, although they were afterwards taken by the Government and used for railway purposes. Mr. O. Turgeon, brother of the claimant, who was acquainted with the whole circumstances of the case, gave evidence before us concerning the claim, and from his testimony and the documents on record, we have come to the conclusion that the Crown was, on the 1st day of

January, 1876, and still is, liable to Mr. Turgeon for 10,000 ties, at 15 cents each, in all \$1,500.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 13th March, 1884.

Special Report on Claim of Andrew Johnson & Co..... \$506 60

This claim arises out of a contract to erect an engine house at Truro, and is for a balance alleged to be due and unpaid on extra work, under the circumstances hereinafter mentioned.

The claimants' tender for the erection of the said building was accepted by telegraph on the 15th May, 1872; no formal contract was signed, but plans and specifications were furnished to the claimants in the usual way, and the work was completed in 1873, after which, in September of that year, the contractors presented a claim for the value of work which they alleged to be outside their contract.

During the progress of the work they had frequently complained of being obliged by the Government officials, to build regular coursed, instead of random coursed masonry, as required by the specifications.

In their claim they charged for that, and for other work which was alleged to be altogether independent of that contemplated by the agreement, such as lining with wood-work the upper portion of the walls, also adding to their height so as to suit the particular construction of the roof, and also building pillars of masonry, &c.

The particulars of their demand for these extras, were given in three separate accounts, each dated 24th September, 1873, which we distinguish by numbers, as follows:—

No. 1. Was for the increased value of masonry, stated, in round numbers, as 500 yards, at \$4 per yard, \$2,000.

Across this paper Mr. Schreiber, under whose supervision the work had been done, wrote and signed a memorandum as follows: "Not admissable; nothing done more than required by contract." And the Chief Engineer wrote: "Not allowed.—S. F."

No. 2. Gave the details of the charge for wood-work and painting in lining the upper portion of the walls, amounting to \$37.36.

This was disapproved in the same way as the last, by Mr. Schreiber, and then rejected by Mr. Fleming.

No. 3. Was as follows:—

Extras on Engine House, Truro.

(1). 3 brick pillars, 3 x 2, not on the plan tendered on requiring 1,900 bricks, at \$15	\$285 00
(2). 6 yds. stone foundation, at \$10	60 00
(3). 5 brls. cement, at \$5.50	27 50
(4). 5½ yds. of stone footings for iron pillars	38 32
(5). Railway freight on above	8 27
(6). Turning arches on doors and window—56½ days of brick-layers, at \$2.50	\$141 87
74 days of laborers, at \$1.20	88 80
11½ days of foreman, at \$3	35 25
2 brls. of cement, at \$5.50	11 00
	276 92
(7). 8 ft. additional length on five of the engine pits, at \$17.50 each	87 50
	\$783 52

At the foot of this account, Mr. Schreiber wrote as follows:—

“Item No. 1.—This work was performed. The plan you sent them to work by differing from the plan they tendered on with respect to these pillars.

“Item No. 2.—Ditto.

“Item No. 3.—This item is correct.

“Item No. 4.—Correct. The stone foundations for pillars were built as per plan, but found to be too small for columns, as sent from England.

“Item No. 5.—Ditto.

“Item No. 6.—Covered by contract.

“Item No. 7.—Know nothing of this.”

And across the face of this account the Chief Engineer wrote and signed a memorandum, as follows:—“\$506.60 chargeable to engine-house, Truro, Nov., 1873.”

It will be noticed that the \$506.60 was the whole amount of this particular account, except item No 6, \$276.92.

The amount thus allowed by the Chief Engineer was paid to Messrs. Johnson & Co., on 13th December, 1873, whereupon they signed the following receipt:—

“(\$506.60.)

“OTTAWA, 13th December, 1873.

“Received from the Commissioners appointed for the construction of the Inter-colonial Railway, by Commissioners' cheque No. 2673, the sum of five hundred and six dollars and sixty cents, being in full payment of certificate for November, 1873, for extra work on engine house, Truro, Nova Scotia, and in full of all claims against the Commissioners for work in connection with the above said building.

“ANDREW JOHNSON & CO.

“P. S. ARCHIBALD.”

A claim for the amount of the account Nos. 1 and 2 and Item 6, thus disallowed on account No. 3 (*i.e.* \$2,000 + \$87.36 + \$276.92), in all, \$2,364.28, was immediately afterwards (January, 1874) pressed by these claimants on the attention of the Chief Engineer; but as Mr. Schreiber, to whom the matter was again referred, retained his former opinion, nothing was paid on it.

It was, however, from time to time, pressed upon the Department, and finally was referred for investigation to Mr. Compton, an official arbitrator, in the following shape:—

Item 1.—531 c. yds. of masonry, in addition to the \$6.50 paid to contractors.....	\$2,160 00
Item 2.—Lining the inside walls of upper roof, not provided for in specification.....	87 56
Item 3.—Additional brick-work in raising the walls of building on side sufficiently high to receive the roof.....	327 92
	\$2,575 48

Mr. Compton took evidence on the matter from several witnesses, at Truro, in April, 1880. Mr. Andrew Johnson, one of the claimants, then testified, amongst other things, that he had received the \$506 aforesaid, through Mr. Murphy, a paymaster, and though he at first objected to the form of the receipt, he had signed it at last, because Mr. Murphy told him that “no advantage would be taken of the particular wording.” Mr. Compton reported that in equity the claimants were entitled to be paid the amount of their demand.

The facts above stated give us the impression that no part of any of the items on which the \$506 was paid, as aforesaid, is included in the claim subsequently made by Messrs. Johnson & Co. That claim was for the items of the three accounts before mentioned, not allowed by Mr. Fleming, but slightly increased. The masonry was

charged at 541 yards, which Mr. Johnson testified before Mr. Compton to be the accurate quantity, instead of 500 yards first stated, in round numbers, in account No. 1, and \$51 was added to the item \$276.92, making it \$327.92, by which means the balance disallowed on the first three accounts, rendered in September, 1873, was increased from \$2,364.28 to \$2,575.48.

Mr. Compton's report was not acted on by the Government, and it appears by the correspondence on record between the contractors and the Department, that the claim in this shape, \$2,575.48, was referred to Mr. Frank Shanly for investigation, and that he considered the full amount to be allowable to Messrs. Johnson & Co. He reported, on the 10th February, 1881 that he agreed with the conclusions of Mr. Compton, that he considered that the work on which the demand was based was "fully proved" to be extras; and he added "I therefore recommend that they be paid the sum of \$2,575.28 less \$506.60 already paid. The claim for interest will, of course, rest with the Government to deal with." On February 14th, Mr. Shanly officially communicated the substance of this report to F. A. Lawrence, Esq., solicitor for the claimants, who, on 28th February, 1881, notified the Secretary of the Department as follows:

"I understand that Mr. Shanly has filed his report *in re* claim of Andrew Johnson & Co., recommending payment of \$2,578.48 in full of claim. This amount claimants will accept in full. When it comes to be understood by Messrs. Johnson & Co., that the \$2,575.48 allowed by Shanly was proposed to be reduced by the \$506 paid as aforesaid, they brought the mistake to the notice of the Government, and Mr. Shanly was then asked to say whether he felt confident that the \$506 was really part of the \$2,575.48, to which he answered in the affirmative. After this the Government declined to pay the claimants more than the balance, which was stated at \$2,068.99.

On April 27th, 1881, the following letter was written:—

Re Andrew Johnson & Co.

INTERCOLONIAL RAILWAY, CHIEF ENGINEER'S OFFICE,
OTTAWA, 27th April, 1881.

"DEAR SIR,—In consequence of absence, your letter of the 14th inst. only now received. In my award in this case, I dealt only with the papers laid before me.

"The account you now furnish, of \$506.60, which you claim as extra to the \$2,575.48, I never saw before. The former sum, for which you appear to have signed a receipt, was understood by me and, I understand, also by the official arbitrator, to be so much on the claim laid before us.

"As the matter now stands, I can take no further action or make any further report until it is again referred to me officially, through this Department, to which you had better apply.

"Yours truly,

"F. A. LAWRENCE, TRURO, N.S."

"F. SHANLY, *Chief Engineer.*

After the case was referred to us, we proposed to the solicitor of the claimants that he should send us a statutory declaration by Mr. Andrew Johnson, concerning the facts bearing on the points in dispute. This we have received, and we think it entirely corroborates the effect of the documents on record, showing, beyond doubt, that no part of the work for which the \$506.60 was paid was included in the work on which Mr. Compton and Mr. Shanly made their reports.

We see no reason for withholding from the claimant \$506.60, a portion of the amount awarded to him by Mr. Compton, as well as by Mr. Shanly. It has been hitherto withheld under an impression which is clearly erroneous.

By Order in Council, dated 17th March, 1884, we are directed to exclude no claim from our enquiry because of a receipt in full, unless, in our judgment, it was given under such circumstances as make it just and proper to hold the claimant by it. In our judgment, the claimant ought not to be bound by the terms of any receipt

heretofore given, so as to prevent his receiving an amount which, though ascertained to be due to him, he has never been paid. We find that on the 1st July, 1874, Her Majesty was and still is liable to the claimants in the sum of \$506 60 on the claim referred to us.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

To Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 5th April, 1884.

SPECIAL REPORT ON CLAIM OF ALEXANDER McDONELL & Co., \$138,485.

This claim is based on two transactions—the first, the construction of Section 5 of the Intercolonial Railway under a written contract, between this firm and the Commissioners, dated 25th May, 1870, by which the work was to be finished on or before the 1st July, 1871, for a bulk price of \$533,000.

This contract was subject to the usual provisions for altering the price, according to the increase or diminution of work by changes of grade or location. Before it was signed, the contractors were promised by the Commissioners that the time for completion would be extended by a period equal to that which had elapsed between the previous contractor giving up his contract and the letting to these claimants, which was about fifteen months.

The second transaction was widening and levelling grounds for stations at St. Fabien and Bic, in pursuance of an arrangement with Mr. Hazlewood, the District Engineer, acting under the instructions of the Chief Engineer and the Commissioners, by which the work was to be done at rates agreed on between them.

The following are the particulars of the claim on both transactions as submitted to us:—

IN THE MATTER OF ALEXANDER McDONELL & CO., vs. THE GOVERNMENT OF CANADA.

Bill of Particulars.

No. of Item.	Station.		\$ cts.	\$ cts.
.....	.....	To Amount of contract price for Section 5, Intercolonial Railway.....		533,000 00
.....	.....	Work done at Bic Mountain, 67,000 cubic yards excavation, at 32 cents.....	21,440 00	
.....	.....	42,000 cubic yards embankment, at 32 cents.....	13,440 00	
.....	.....	42,784 cubic yards rock excavation, at \$2.50.....	106,960 00	
.....	.....	Less 388,800 cubic yards embankment dispensed with, at 32 cents.....	124,416 00	17,424 00
2	1018 to 1004	} Extra rock cutting, 4,283 cubic yards, at 90 cents..... Less price for earth, 25 cents.....	3,854 70	
3	1018 to 1004			2,783 95
4	921	9,631 cubic yards wasting, at 25 cents.....		2,407 75
.....	.....	18,000 cubic yards excavation and embankment, caused by division of stream and bridge, at 40 cents.....		7,200 00
5	588	Building flumes and dams, and bridge for highway.....		1,700 00
6	588	18,466 cubic yards wasting rock and blue clay cutting, at 25 cents.....		4,616 50
.....	.....	Difference between rock and clay, 6,534 cubic yards rock, at \$1.75.....	11,434 50	
.....	.....	Less price for earth.....	1,633 50	9,801 00
7	586	4,000 cubic yards excavation deposited by Haycock, at 25 cents.....		1,000 00
8	729	16,442 cubic yards excavation wasted, at 25 cents.....		4,110 50
9	612	10,260 cubic yards rock and earth excavation, wasted and borrowed, at 25 cents.....		2,565 00
10	487	15,000 cubic yards rock and clay cutting, wasted and borrowed, at 25 cents.....		3,750 00
11	370	8,631 cubic yards, wasted and borrowed, at 25 cents.....		2,157 75
12	29	4,377 cubic yards rock as above, at 25 cents.....		1,094 25
13	130	5,360 cubic yards rock wasted, at 25 cents.....		1,340 00
14	100	4,927 cubic yards rock wasted, at 25 cents.....		1,231 75
15	304	Rock Slide, days labor per check roll, with percentage added.....		2,524 50
16	281	50 days' labor per check roll, with percentage added.....		834 00
17	310	Trimming up work done by Haycock, 1,319 do., with percentage added.....		1,978 50
18	637 and 642	} 475 cubic yards rock excavation bottom, Bic Mountain, through "Error Engineer," at \$2.50.....		1,187 50
19	600		2,500 cubic yards rock excavation, at 90 cents.....	
20	144	1,200 cubic yards excavation and ditch, at 25 cents.....		300 00
21	.....	Difference in quantity of stone purchased, as per accompany statement.....		332 25
22	.....	Extra excavation for foundation of bridge at Rimouski; pumping, labor, timber, masonry.....		11,880 00
.....	.....	Cr.		617,479 20
.....	.....	By Cash received per sundry payments.....		526,000 00
.....	.....			91,479 20

Bic, 13th September, 1873.

**IN THE MATTER OF THE CLAIM OF ALEX. McDONELL & CO., vs. THE
GOVERNMENT OF CANADA.**

Bill of Particulars.

**STATEMENT of work done on the Intercolonial Railway in widening and levelling the
ground at St. Fabien and Bic Stations up to the end of July, 1873.**

Stations.	Description of Work.	Quantities.	Rate.	Amount.	Total Amount.
			\$ cts.	\$ cts.	\$ cts.
	ST. FABIEN STATION.				
994	Rock excavation.....	C. yds 19,082	1 50	28,623 00	
to	Earth do	" 5,607	0 30	1,682 10	
1012	Rock foundation in culvert.....	" 43	1 50	64 75	
	Taking down masonry in culvert and re- building same	" 19	10 00	190 00	30,559 85
	CEDAR BOX CULVERT.				
684	Rock excavation foundation.....	" 18	1 50	27 00	
	Timber in parapets.....	" 10	0 30	3 00	
	Putting Government ties in walls and cover- ing.....	L. ft. 176	0 07	12 32	42 32
471	GRADING STATION GROUNDS AT BIC.				
to	Earth excavation	C. yds 49,000	0 30	14,700 00	
487	Removing and rebuilding fence.....	L. ft. 735	0 05	36 75	14,736 75
487	Grading public road from Bic to station.....	C. yds 3,600	0 30	1,080 00	
to	Earth excavation and earth foundation cul- vert	" 88	0 30	26 40	
	Flatted cedar in culvert.....	L. ft. 620	0 15	93 00	
	Rip-rap stone, end of culvert.....	C. yds 2	2 00	4 00	
497	Putting Government ties for covers.....	L. ft. 430	0 07	30 10	
	Gate for station ground	"		25 00	
	Building fence.....	" 880	0 08	68 80	1,327 30
	FARM CROSSING.				
443	Plank, F.S	B.M. 648	15 00	10 26	10 26
	REPAIRS OF FENCE.				
291	Repairing fence removed by tide.....			10 00	10 00
	CEDAR BOX CULVERT.				
277	Excavation of foundation	C. yds 25	0 30	7 50	
	Flatted cedar.....	L. ft. 100	0 15	15 00	
	Filling in earth on culvert.....	C. yds 60	0 30	18 00	40 50
	EXTENDING BOX CULVERT AT RIMOUSKI.				
1754	Excavation in foundation	" 30	0 30	9 00	
	Second-class masonry.....	" 20	13 00	260 00	
	Paving	" 2	5 00	10 00	279 00
					47,005 98

We take up, first, the claims connected with Section 5.

Item 1.

To work done at Bic Mountain :

67,000 cubic yds. excavation, at 32c.....	\$ 21,440 00
42,000 " embankment, at 32c.....	13,440 00
42,784 " rock excavation, at \$2.50.....	106,960 00
	\$141,840 00
Less—388,800 c. yds. embankment dispensed with, at 32c.....	124,416 00
	\$17,424 00

After the contract was let, it was decided by the engineers to shorten the line by going through a portion of Bic Mountain, instead of around it. The evidence of Mr. John J. Macdonell, one of the claimants, is that the work done on the new alignment was, by agreement, to be in lieu of, and as an equivalent for, the work originally designed, and it is only in consequence of a question having been raised whether the savings to the contractors, by the change, were not so great as to give him an undue advantage, that this item is now presented in its present shape, so that if desired by the Government, the rights of the contractors may be settled on the basis of charging them with the savings and crediting them with the increase according to the fair value of the respective works.

This question concerning the effect of the change at Bic Mountain was raised upon the suggestion of Mr. Chandler, who had been for a time the resident engineer. According to his contention, these claimants having received \$526,000, which they admit were really overpaid, and it was alleged that the change was contemplated and planned before the contract was entered into.

The Select Standing Committee of Public Accounts, in 1873, felt it to be their duty to take evidence in reference to the expenditure on this section, after which that evidence and their proceedings were reported, without conclusions, to the House of Commons.

The contention of Mr. Chandler seems to have proceeded mainly on the supposition that contractors were bound to accept, as compensation for any work caused by a change of location, the rates for the same class of work given in the schedule attached to their tender. That erroneous impression was not uncommon amongst engineers on the Intercolonial Railway.

As pointed out in our general report, the schedule attached to the tender is given on the express understanding that it shall not affect the right of the parties under the contract, but merely for use, if so desired, in fixing periodical advances, to be based on progress estimates of work done; while clause 4 of the contract states plainly that for the work due to any such change the contractors shall get a reasonable allowance. This we take to mean a fair price at the time and under the circumstances under which it is executed.

The excavation in rock on the new location through Bic Mountain was unusually difficult and expensive. The evidence leads us to say that the cost averaged the contractors \$2 per yard, and that under all the circumstances \$2.50 is a fair rate to allow for it. The schedule to the tender mentioned only 90 cents for rock work.

Again, the excavation in rock was estimated, before the change in location took place, at 21,500 cubic yards, but, on the evidence, we find that it exceeded 40,000 cubic yards. The insufficiency of the credit thus proposed to be given to the contractors at the time accounts for the erroneous view, that they had been over-paid 21,500 yards, at 90 cents—\$19,350. This is mentioned by Mr. Brydges in a report to the Privy Council, dated 4th February, 1874, but he states, unequivocally, that the price (that of the schedule) is too low.

Mr. Chandler prepared a statement, which was laid before the Public Accounts Committee, in which this item appeared as 21,500 yards, at 95 cents = \$20,225.

We think it ought to be not less than 40,000 yards, at \$2.50, or \$100,000.

As to the time at which the change at Bic Mountain was decided on, Mr. Fleming, the Chief Engineer, gave evidence before the Committee on Public Accounts, on the occasion already referred to. He made his statement in the form of a letter (printed at page 48 of the report of that Committee, in which, amongst other things, he says: "Section 5 was originally placed under contract, in the spring of 1869. The first contractors took the work at extremely low rates. He soon discovered that only the softest excavations and easiest work could be executed by him without heavy loss at the price which he was allowed. * * * *

"It was the 15th December, 1869, before the first contractor finally ceased operations; winter had then commenced, and the ground remained covered with snow until the middle of May following. By this time the work on the section was re-let to Alexander McDonell & Co. The following month a careful study of the ground led to the discovery that a desirable change could be made. It was not, and perhaps could not have been discovered before, for the reasons above given. In this case, as in hundreds of others, so soon as it was found possible to make a change in any account desirable, it was at once authorized."

After considering this item, as if there had been no special arrangement concerning it, we have come to the conclusion that there would be no balance against the contractors if they were credited a fair allowance for the work occasioned by the change of location, and debited with any savings from the same cause; and, inasmuch as they have stated, before us, their willingness that the work executed at Bic Mountain should be treated as equivalent to that originally designed, we allow nothing in this item.

Item 2.

To extra rock-cutting—	
4,283 c. yds., at 90c	\$ 3,854 70
Less, price for earth, at 25c.....	1,070 75
	\$ 2,783 95

Item 6.

To difference between rock and clay—	
6,534 c. yds. rock, at \$1.75.....	\$11,434 50
Less, price for earth	1,633 50
	\$ 9,801 00

Item 19.

To rock excavation—	
2,500 c. yds., at 90 cents.....	\$ 2,250 00
Altogether	\$14,834 95

These three charges are for the increase of work in particular localities over that indicated by the bill of works, and are made because the claimants, as they allege, were misled by that inaccuracy into making an offer at a lower price than it would otherwise have been.

To allow these charges, or any portion, of them, would be to say that no binding bargain could be made for a bulk sum price. The bill of works, in this instance, as in others, gave notice to intending tenderers :

“The quantities herein given are ascertained from the best data obtained. They are, as far as known (approximately) accurate, but, at the same time, they are not warranted as accurate, and no claim of any kind will be allowed, though they may prove to be inaccurate.”

It seems to us clear beyond question that the spirit as well as the letter of the bargain made with these contractors, excludes any claim for such increases as these, and we allow nothing for them.

<i>Item 3.</i>	
9,631 c. yds. wasting, at 25c.....	\$2,407 75
<i>Item 5.</i>	
18,466 c. yds. wasting, rock and blue clay, at 25c.....	4,616 50
<i>Item 8.</i>	
16,442 c. yds. excavation wasted, at 25c.....	4,110 50
<i>Item 9.</i>	
10,260 c. yds. rock and earth excavation wasted and borrowed, at 25c.....	2,565 00
<i>Item 10.</i>	
15,000 c. yds. rock and clay cutting wasted and borrowed, at 25c.....	3,750 00
<i>Item 11.</i>	
8,631 c. yds. wasted and borrowed, at 25c.....	2,157 75
<i>Item 12.</i>	
4,337 c. yds. rock, as above, at 25c.....	1,094 25
<i>Item 13.</i>	
5,360 c. yds. rock wasted, at 25c.....	1,340 00
<i>Item 14.</i>	
4,927 c. yds., as above, at 25c.....	1,231 75
Altogether	<u>\$23,273 50</u>

Uncontradicted evidence shows that these contractors were induced, by the engineers in authority over them, to adopt a more speedy method of finishing the work on Section 5 than would have been necessary in fulfilling their contract. It was to waste excavated material in many localities, instead of hauling it to distant places for the embankments; and then to supply the requisite quantity for those embankments from new excavation or borrow pits. By this course the contractors moved *pro tanto* double the quantity which would have been necessary had they followed their own course (the usual one) of making the cuttings supply the fillings as far as possible.

Mr. Macdonald, one of the contractors, testified that when going over the works the Commissioners gave them to understand that if the work was pushed through in this way an extra allowance would be made for it. The division engineer, Mr. Roderick McLennan, in his evidence before Mr. Shanly, supports this position. He says:—

“There were one or two cases in which the contractors wasted some material and borrowed in other places, and that was done to enable them to put on more men and expedite the work. They were pressed very hard to do that, because that was the key to the road between Rivière du Loup and St. Flavie. There was a good deal of the country that was light, and that being the heaviest part of the work, it formed

the key to the opening of the road. Consequently, there was a great deal of pressure upon them to clear their way as speedily as possible, and that compelled them to put on more men by wasting from the cut and borrowing in some other places."

Mr. Brydges, who gave evidence in April, 1873, concerning this item, before the Committee of the House of Commons, above mentioned, also supported this view. He then intimated that in his opinion, these claimants were entitled to something like \$20,000 for moving and wasting the material now under consideration.

Upon the whole evidence, we think the claimants are entitled to an allowance on this item, on the ground that at the request of the Commissioners, or of duly authorized engineers, they departed from their own method of finishing their contract work and adopted a method more expeditious and more expensive. The rate charged, 25 cents per yard, is no higher than the evidence supports, and the quantity, 93,094 yards, is satisfactorily established.

We allow these items at the aggregate of \$23,273.50.

Item 4.

18,000 cubic yards excavation and embankments caused by diversion of stream and bridge, at 40c.....	\$7,200 00
Building flumes and dams and bridge for highway.....	1,700 00
	\$8,900 00

The work charged for in this item was done under a design different from that originally prepared for this locality, which was a bridge with two piers, two abutments and three 40 feet spans of superstructure. The bill of works named only 816 yards for the masonry in this design, but in fact it would have required about 1,000 yards more. When the contractors were preparing the stone for the work it was discovered that what they were getting out would not be nearly enough. Mr. Hazlewood, the district engineer, upon his attention being called to the matter, admitted that there was a mistake of 1,000 yards in the quantity stated in the bill of works. In order to obviate the necessity of getting out a much larger quantity of stone for the additional masonry, it was decided to have only two abutments with about the same quantity of masonry as named in the bill of works. To accomplish this a deviation was made in the alignment, by which it became possible to cross the stream with one span of 80 feet, instead of with three of 40 feet each, as originally planned. But though this reduced the masonry, it increased the length of the embankment, the height of which was also increased by a change of grade. The claimants base their claim for this item, in all \$8,900, upon the fact that there was at this locality a change both in grade and location, and they contend that under clause 4 of the contract they would be entitled to a fair allowance for all the work done; but an examination of the circumstances connected with this change shows that the whole amount of this work is not due to the change of grade and location, a portion of it at all events, being caused by the attempt to rectify the said error in the bill of works. Upon that matter the contractors argue that they ought not to bear the consequences of the error; that if the quantity had been correctly stated in the bill of works their tender would have been higher than it was by an amount sufficient to meet the proper, that is, the increased quantity. They name, in the schedule attached to their tender, \$12 a yard for this class of masonry, and they say that but for this mistake their tender would have been \$12,000 higher than it was. They contend that if it has cost \$8,900 to rectify that error they ought to be indemnified for the whole sum, instead of that portion only due to change of grade and location.

We think, however, that we cannot allow them for the whole value of the work, on the ground that the Government must bear the consequence of this error, without ignoring what we have already decided to be a main feature of the contract in this and in similar cases, namely, that the contractors must themselves bear the cost of any work beyond that mentioned in the bill of works, in the same way that they get the gain, if in the fulfilment of their contract they are not required to execute so

much as was indicated in that document. This was one of the inaccuracies alluded to in the opening clause of the bill of works, and tenderers were there informed "that no claim of any kind will be allowed, though they may be proved to be inaccurate."

It is manifest, however, that they are entitled to some allowance, because of the change of grade and location, but it happens that no separate account was kept of the quantities there increased, apparently because it was at the time supposed that no allowance would be made to these contractors for the whole of this work, in consequence of the clerical error in stating the quantity of masonry. The result of no separate account being kept, as before stated, is that we are not able to settle accurately the increase of work due to the change of grade and location. But the change in this place, we think, entitles the contractors to favorable consideration upon another ground.

By an agreement subsequent to the contract, and signed by Messrs. Alexander McDonell & Co., it was arranged that the wooden superstructure for bridges might be eliminated from their work and the value thereof charged against their bulk sum price, according to rates mentioned in the schedule attached to their tender. If the change made in this locality as before described, had not taken place, the Government would have been obliged to supply three spans of iron superstructure, covering the whole distance, 120 feet. Inasmuch, however, as the embankment was lengthened and the span reduced to 80 feet, it follows that they saved 40 feet of iron superstructure, and that this saving was obtained really at the expense of the contractors, who were obliged to lengthen their embankment to the same extent, and the opening for a bridge in another locality was shortened about 20 feet. A feature of the new agreement concerning bridges was, that the Government should provide the substituted iron work without any expense to the contractors; and as the whole length of the wooden superstructure, according to the first plan, is charged by us to these contractors, we think it is proper to allow them something for the increased length of the embankments, by which a corresponding length of iron superstructure was saved to the Government. But there is now no evidence to be had which will show accurately the quantity or value of the increased work, either in this additional embankment or in the changes of grade and location, and we are obliged to adopt an approximation.

We allow \$5,000 on this item.

Item 7.

Excavation deposited by Haycock, 4,000 yards, at 25cts. \$1,000 00

Item 15.

Rock slide, days' labor, per check roll, with percentage added 2,524 50

Item 16.

50 days' labor per check roll, with percentage added... 834 00

Item 17.

Trimming work done by Haycock, 1,319 yards, percentage added..... 1,978 50

Altogether..... \$6,337 00

Mr. Haycock was the first contractor who undertook the construction of this section. The work was taken out of his hands and re-let to the present claimants in May, 1870, at which time certain portions of the whole distance were, according to the allegation of these claimants, finished, and no expense concerning them was provided for in their tender. They claim, in short, that they merely undertook to finish these portions of the section which were left incomplete by Mr. Haycock, and that though their contract was to hand over the whole distance in good order to the

Government, they ought, in fairness, to be compensated beyond their bulk price for any cost they were put to in keeping in a proper state for delivery, at the end of the time those portions which had been completed before the present contract was entered into. Should we agree with this contention we would be ignoring an important feature of the written contract, viz., that these claimants undertook to construct and complete that portion of the railway known as Section No. 5, and therein more particularly described, and that they should run all risk of accidents or damage, from whatever cause they might arise, until the completion of the contract. As a fact, these charges are based upon slides or displacements of material over those portions which had been originally constructed by Mr. Haycock, such displacements having occurred during the time when these contractors had control of the whole section. In our opinion there is no ground for holding that the Crown is liable to bear the loss occasioned by these accidents, and we allow nothing on the item.

Item 18.

Rock excavation bottom, Bic Mountain (error of engineer), 475 yards, at \$2.50..... \$1,187 50

According to the evidence, the work was laid out for these claimants through Bic Mountain in such a way that, working as they did, from opposite directions, when the cutting was completed the grades were not on the same level; and to rectify this error, it became necessary to excavate the quantity of rock here named. This could be done only at a much higher rate per yard than ordinary excavation.

We think the evidence shows the rate charged to be a reasonable one, and we allow the item.

Item 20.

Excavation and ditch,—1,200 yds., at 25c . . . \$300 00

This is for work in making a ditch in lieu of one previously made by these same contractors. The first one had been laid out by the engineers as sufficient for the purposes of the railway, but in the next season it became apparent that a new one was required, in a different locality and, under the directions of the engineers, was made accordingly. We think this is a work which might have been let to any other party instead of to these contractors if the Commissioners had been so disposed, which, according to the ruling in *Ritchey vs. Bank of Montreal*, 4 U. C. Q. B. 459, makes it a work independent of, rather than a change from, that covered by the contract.

We allow the item.

Item 21

Difference in quantity of stone purchased as per statement \$332 25

No witness has been called who could, from his own knowledge, give satisfactory evidence concerning this item, and finally it was abandoned by the claimants.

Item 22.

Extra excavation for foundations of bridge a Rimouski, pumping, labor, timber and masonry..... \$11,880 00

This work became necessary because, after entering into the contract, facts were discovered concerning the physical features of the locality, which made it apparent that an extra depth was required for the safety and permanence of the bridge at Rimouski. We have no doubt that, according to the spirit as well as the letter of this contract, this work was undertaken to be done within the bulk sum price. The bill of works and notice given to tenders, before they made their offers, contain the language:—

“The structures proposed (over stream crossing the line of railway) are, from all the information obtained, believed to be the most suitable, but should circumstances require any change in the number, position, water-way or dimensions, the contract

will provide that all the changes shall be made by the contractor without any extra charge. The schedule gives the probable quantities in the structures now proposed, and the data upon which those quantities are ascertained. Much, however, depends upon additional information to be obtained with regard to the freshet discharge of streams, as well as to the nature of the foundation, but with respect to the latter, accurate information can only be had during the progress of the work."

In the schedule there mentioned this bridge is referred to. The specification, also a portion of the contract, in clauses 28, 29 and 36, indicate that no such structure should be commenced until the proper foundation had been reached and approved of by the engineers. In our judgment, this work was covered by the terms of the contract as well as by the meaning of the different documents which were preliminary to, and which led up to it.

We allow nothing on Item No. 22.

The aggregate of our allowance to these claimants is	\$ 29,761 00
Their contract price was	533,000 00
	<hr/>
Making altogether	\$562,761 00
	<hr/>
They have been paid	\$526,000 00
And the value of the wooden substructure to be charged to them, as aforesaid, is	19,600 00
	<hr/>
Making altogether	\$545,600 00
	<hr/>

The difference, viz., \$17,161, was, in our judgment, due to them on the 1st December, 1872, before which time the works had been taken out of their hands by Mr. Hazlewood, district engineer, as fully completed under their contract.

We proceed now to the work done at St. Fabien and Bic Stations.

Upon the evidence, there is no ground for doubt that the work has been done as stated in the particulars of the claim. There has been no serious contention at any time, on the part of the Government or the engineer, that the quantities named are too high, or that the prices named are not those intended to be given by the agreement between the claimants and Mr. Hazlewood.

Indeed we have discovered no reason for delaying the payment of any portion of this claim, except that at one time in 1873, a question was raised as mentioned in our report on Section 5, whether these claimants had not been overpaid upon the contract for that section, which question, so far as we can learn, has never been definitely settled up to this time.

The evidence before us having now cleared up that question, and shown that there is a balance due to the claimants on account of Section 5, we are of opinion that the amount claimed for work at St. Fabien and Bic Stations, viz., \$47,006 was due to them on 1st August, 1873.

Our conclusion, therefore, is that Her Majesty is liable to pay these claimants on the two transactions before mentioned the sum of \$64,167, irrespective of interest.

We give below a schedule showing the items allowed, for and against Messrs. Alex. McDonell & Co.

Should the right to charge the contractors with the omission of the wooden superstructure for bridges be waived this liability would be increased by \$19,600, making it for Section 5, \$36,761 instead of \$17,161, but for the work at St. Fabien and Bic Stations it would remain as above stated.

GEO. M. CLARK,
D. E. BOULTON.

HON. J. A. CHAPLEAU, Secretary of State.

OTTAWA, 20th March, 1884.

SCHEDULE

SHOWING the items allowed for and against Messrs. Alex. McDonell & Co.

No. of Item.	Particulars of Claim.	Amount.	Total.
		\$ cts.	\$ cts.
	Amount of contract, Section 5.....	533,000 00	
	Cash paid on account.....	526,000 00	
	Balance		7,000 00
3, 5, 8 } 9, 10, 11 } 12, 13, 14 }	Wasting earth and rock, as per bill of particulars.....		23,273 50
4	Excavation, change of grade and location.....		5,000 00
18	Removing rock, etc.....		1,187 50
20	Ditch, outside of contract.		300 00
	Section 5, total allowance.....		36,761 00
	Deduct bridge superstructure.....		19,600 00
	Due 1st December, 1872		17,161 00
	<i>St. Fabien and Bic Stations.</i>		
	Amount of claim as per bill of particulars, due 1st August, 1873		47,005 98
	Total.....		64,167 00

GEO. M. CLARK,
F. BROUGHTON,
D. E. BOULTON.

SPECIAL REPORT ON CLAIM OF EBENEZER HICKS, \$150.

This claim is for hay supplied to the Agent of the Government while completing the construction of Section 10, after it had been abandoned by the contractors, Messrs. King & Gough.

The following are the particulars of the demand :—

1872.

April 12.—To 12 tons hay (delivered to Alex. McDonald, the Agent of the Government of Canada), at \$12.....	\$144 00
Amount paid weigh bill (agreed to by Alex. McDonald)	6 00
	<u>\$150 00</u>

The evidence shows that after the Government had taken possession of the work as aforesaid, and was finishing it by days' labor, Mr. Alexander McDonald was superintending the construction, at which time he ordered from the claimant twelve tons of hay, which were delivered "at the Government House (Red Pine) during the months of March and April in that year (1872)." The price agreed on, \$12 per ton, has not been paid.

The claimant testified also that he "delivered the said hay within the time and according to the terms of the above contract, and in addition thereto was obliged to pay a bill for weighing," amounting to \$6.

In our judgment Her Majesty, on the 1st day of April, 1872, was, and still is indebted to this claimant in the sum of \$150, on account of the claim submitted to us for investigation.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 9th April, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON,

SPECIAL REPORT ON CLAIM OF DONALD FRASER & Co., \$10,174.

This firm, composed of Donald Fraser, William Stewart and James H. Fraser, executed a contract with the Commissioners appointed to construct the railway, dated 13th February, 1872, by which they undertook the track-laying and ballasting of sections 4, 7 and 12 in the best and most complete manner and in accordance with the specifications. No time was named for the completion of the works, but the Contractors covenanted that they would diligently prosecute them to the entire satisfaction of the Commissioners and the Engineers, both as regards the rate of progress and the character of the work. The compensation to be at the rates for different classes of the work as mentioned in a schedule attached to the contract.

The portion of the line embraced on these three sections was, that between the towns of Amherst and Truro about 75 miles.

Before the contract was made with these claimants, another firm had undertaken the same work, and had laid the track over a portion of it, about three and a quarter miles at the Amherst end. The ballasting of this was done by these claimants. In the Fall of 1872, some nine months after the date of the contract, the progress of the work not being satisfactory to the Commissioners, they decided upon taking it out of the hands of these claimants, and notified them accordingly. Whereupon, an arrangement was come to between them, on the one part, and Mr. Schreiber, acting on behalf of the Commissioners, on the other part, by which it was agreed that the contract should be cancelled, these claimants doing no more work on the line itself, but should load the cars at specified ballast pits, and give the use of, as well as repair, shift, man, fuel, oil and run steam shovels to be employed in the subsequent ballasting, the rate for all this to be fourteen cents per yard. It had been twenty-six cents per yard for the whole work of ballasting under the contract. The Commissioners intended to carry on by their own laborers the work on the line which had not been completed by these Contractors, and part of the new arrangement was that they should take over and pay for a portion of the plant which the Contractors had then on hand.

After this new bargain the work was carried on under it for the remainder of the season of 1872. Mr. Stewart, one of the firm of contractors, being engaged at specific wages (\$200 a month) to look after the interests of the Government over the three sections.

There is no dispute concerning the work done under the original contract, which ended on 10th Nov., 1872; nor for the work during the remainder of the year under the new bargain. Item 32 of this claim is intended to cover a balance admitted by the Government. It does not name the correct amount; but we deal with the inaccuracy when we take up that item.

Nearly three-fifths of the claim (about \$5,600) is a balance demanded on work after 1872; about \$1,000 is for plant taken by the Government, and the rest is principally for work and materials alleged to be extras.

The following are the details of the claim, as laid before us:—

To balance due for filling 64,400 cubic yds. of ballast, in spring of 1873, at 5c. per cubic yd.	\$3,220 00
Balance due for filling ballast at Truro end of sections.	2,386 85
60 shovels at \$1.00. 40 picks. \$1.25	110 00
20 crowbars, \$1.50. 24 spike hammers, \$2.00.....	78 00
10 lifters, iron mounted.....	20 00

6 winches, at 75c. 6 gauges, at \$1.00.....	10 50
2 sledge hammers, at \$3.00.....	6 00
12 steel chisels, at 75c.....	9 00
6 axes.....	6 00
2 setts small waggons, at \$25.00.....	50 00
2 setts large waggons, at \$35.00.....	70 00
2 pumps and tanks.....	75 00
160 lbs waste.....	24 00
1 brl. car oil.....	16 20
1 brl. lard oil.....	40 50
½ brl. tallow.....	13 75
Boss and five men on track at Truro end.....	30 00
Blacksmith, half time, do.....	22 50
Key cap for lifter.....	1 50
¾ mile of track lifted and re-laid with steel rails at Truro end.....	400 00
Two sets of truck waggons for iron.....	60 00
Centring, lining, surfacing, removing unsound ties and replacing them with new ones on 3¼ miles of track at Amherst, \$180 per mile.....	585 00
Building temporary wooden bridge at Athol station.....	100 00
Keeping in repair bridge at Macan.....	60 00
Building the approaches to Forks Bridge.....	150 00
Damages and expenses in removing slurry from under the ties when lowering the grade, after the rails were laid, in seven of the cuttings.....	750 00
20 days' wages paid to 40 men, while waiting for rails and finishing iron bridge at River Phillip, at \$1.25.	1,000 00
8 days' wages paid to men (40) while waiting for rails and fish-plates at Greenville, at \$1.25.....	400 00
Sleepers for Spring Hill siding.....	20 00
1 car of coal.....	24 00
Coal to freight trains.....	14 00
Balance due for work done under contract in 1872, not paid.....	422 00
	\$10,174 80

Petitioners also claim interest on the sum of \$10,174.80 from the time the same became due until payment.

SAM. G. RIGBY, *Attorney of Petitioners.*

Item 1.

To balance due for filling 64,400 c. yds. balast in spring of 1873, at 5c. per c. yd. \$3,220 00

Item 2.

To balance due for filling ballast at Truro end of sections \$2,386 85

These contractors claim 5 cents a yard on all the ballast used after 1872, but they distinguished between 64,400 yards, the quantity used on Nos. 4 and 7, the two westerly sections, and 47,737 yards used on the seasterly section (No. 12), because between themselves they had agreed to separate the work in that way, Donald Fraser and James H. Fraser being alone interested in Sections 4 and 7, and William Stewart in section 12.

There is no dispute about these quantities. They are as returned by the Government engineer, and it is admitted by the claimant that they have received 9 cents a yard on these quantities moved in 1873. The question is, whether they are entitled

to more than 9 cents, and, if so, how much more per cubic yard. The evidence establishes beyond a doubt that, at the time of cancelling the original contract, an agreement was made by which these claimants were to get 14 cents a yard for loading ballast, &c., after that time; but there is a dispute as to whether that agreement extended beyond the season of 1872, if not there is no evidence to show that any higher price than 9 cents was agreed upon for the work done in 1873, or that it was worth any more.

As far as concerns Sections 4 and 7, those in which the Frasers were interested, the evidence on the part of the claimants is strong and almost uncontradicted. It is not alleged by any witness that any one of the firm assumed to make any arrangement concerning that portion of the line for the remainder, only, of 1872, while Donald Fraser testified that Mr. Schreiber's offer was to cancel the first contract and to give them the finishing of the ballast at 14 cents, the balance of the work that was to be done. And that offer was accepted; that he never understood that there was any agreement by which the 14 cents was to apply only to work done in 1872, and that Mr. Schreiber did not, nor did any one else, on the part of the Government, make, or attempt to make, any arrangement with him, by which such price was to be for any thing less than the remainder of the ballasting. The bargain relied on by the Government, if there was any, was made by Mr. Schreiber, but he was not able to say that he remembered distinctly the particulars of any arrangement, except one which he thought was reduced to writing, and he said he did not remember discussing the subject, as to the 14 cents rate being applied only to 1872, with any of the firm except Stewart.

A copy of a document, a proposition alleged to have been signed by Wm. Stewart, and accepted by Mr. Schreiber, was produced in evidence, but that relates only to the ballasting on the section at the Truro end (No. 12), and does not purport to have been made on behalf of the firm or any one but Stewart himself.

The original document was enclosed to the Secretary of the Commissioners by the Chief Engineer, in a letter of the 12th March, 1873, and there is evidence that it has been on record, but it has been removed, and has not been found, though a thorough search has been made for it. A copy of it, in these words, is produced before us:—

“TRURO, 10th November, 1872.

“To the Commissioners appointed to construct the Intercolonial Railway.

“I hereby offer and agree to load upon the cars, with my steam shovel, at the Truro and Folly Lake gravel pits, all the ballast that may be needed from the pits this season, at the rate of 14 cents (\$0.14), per cubic yard. The service to embrace the use of repairs to shifting, manning, fuelling, oiling and running of the steam shovel; in fact, to embrace all the pit service, except the shifting of the main siding, this understanding to extend over next season, if approved by the Commissioners.

“WILLIAM STEWART.

“Witness to Signature—JOHN MCGOWAN.

“Accepted and approved for the present season.

“COLLINGWOOD SCHREIBER.

“Witness to Signature—JOHN MCGOWAN, *Commissioners Agent.*”

William Stewart testifies that he never signed that document; that he believed at the time that the arrangement extended positively beyond the year 1872, and did not depend upon the subsequent approval of the Commissioners. That acting on that belief, he took his steam shovel away from the works in the winter of 1872-73, and had it repaired, at considerable expense, and he said he did not know such a person as John McGowan, whose name appears as a subscribing witness to this document. He waited at Ottawa two days, so as to meet Mr. Schreiber, while he was giving his evidence on the subject before us. We have no doubt Mr. Stewart was conscientious in testifying as he did; but we have to take the responsibility of saying whether his memory is now reliable.

Mr. Schreiber testified that John McGowan was a foreman for the Government, "the leading man under Mr. Stewart. He remembered that the document covered only the season of 1872; and after the copy was shown to him he testified that, seeing it to be in his own handwriting, he had no hesitation in saying it was word for word as signed by Stewart; and he said that irrespective of the contents of the document, his mind told him that the application of the bargain to no more than the season of 1872, was talked over and discussed between him and Stewart.

In the spring of 1873, at the commencement of the ballasting, Mr. Archibald, the resident Government engineer, informed Mr. Stewart that the Commissioners would not allow him to go on with the work at 14 cents, but offered that he might do it for 9cts. After some contention for higher rate, he said "I will take that and look for the balance after the work is finished." There is no reason to think that either of the Frasers ever heard of the written agreement with Stewart until it was brought up during the enquiry before Mr. Shanly. For all the work in 1873, the pay was given to and the receipts taken in the name of William Stewart alone for Section 12, and in the name of the Frasers, or one of them, for the other sections, thus treating the work as no longer a joint transaction by the present claimants. The understanding which existed as aforesaid between themselves, had evidently been communicated to and recognized by the Government officials.

After Mr. William Stewart gave evidence before us, we received from him the following telegram:—

"NEW GLASGOW, N.S., 24th July, 1883.

"To Judge Clark:

"Have interviewed John McGowan. He states never wrought with me—neither knows me. I never met the man before. He knows nothing of the document in question. Was not in Nova Scotia until seventy-four. He worked with the Government on the north end of the line since he was on the pay list. Have him examined. He is in New Brunswick, at Memramcook, on the Intercolonial.

"(Signed) Wm. STEWART."

And shortly afterwards we received the following telegram, purporting to be signed by a Justice of the Peace:—

"MONCTON, N.B., 3rd August, 1883.

"To Commissioners on Intercolonial Railway Claims:

"MCGOWAN'S STATEMENT.

"Were you at Folly Lake in 1873?—Was not there that year to my knowledge.

"Were you a foreman for me?—Not to my knowledge.

"Did you witness any document signed by me at Folly Lake or Truro?—Not to my knowledge or recollection.

"L. C. CHARTERS, J. P."

"Taken at Memramcook 2nd day of August."

This induced us to communicate with Mr. Charters, and we wrote, acknowledging receipt of telegram and asking him to send us the original document (or an attested copy of the original) concerning the examination of Mr. Gowan. To which he answered as follows:—

"MEMRAMCOOK, 7th August, 1883.

"SIR,—I am just in receipt of your favor of the 3rd inst., and notice contents, at which I am much surprised. I beg to say I never sent you any telegram on the 3rd inst. or authorized any person to do so or use my name, *Re* Fraser Stewart & Fraser, as I know nothing in the matter. Presuming your favor to refer to what took place between a Mr. Stewart and McGowan, on the 3rd inst., it is this: Mr. Stewart called on me and said he wanted to see John McGowan, who was working on the railway, and engaged me to go with him, being a J. P., as he said he wanted to

get a deposition from McGowan respecting his signature to a document or railroad contract with some parties of whom he knew nothing about, and was not interested. We ascertained where McGowan was working, and we proceeded there and met McGowan. After considerable conversation respecting the time and place, and what took place about that time, Mr. Stewart intimated he wanted McGowan to make a deposition, which McGowan refused to do, stating it was so long since the transaction took place that he would not feel justified in making any deposition without further consideration. He had a faint recollection of witnessing a document, but could not remember the name of the parties, but if he saw the document he would know his signature. Mr. Stewart then said he would put some questions for McGowan to answer, which I put down, as asked by Mr. Stewart and answered by McGowan. I think there were only three questions and three answers, which I signed as taken before me but not attested to. I did not keep a copy of the document, not considering it of much importance. We returned, Mr. Stewart taking the afternoon train to Moncton, stating he was going to Ottawa at once.

"I am yours truly,

" J. C. CHARTERS.

On the 17th March, 1874, William Stewart wrote a letter to Mr. Brydges, the Chairman of the Board of Commissioners, of which the following is a copy:—

" OTTAWA, 17th March, 1874.

" SIR,—In the autumn of 1872, I, under arrangement with your agent, excavated and loaded gravel on the ballast cars at Truro and Folly Lake, with my steam shovel, at the rate of 14 cents per cubic yard, measured in the pit. In the following spring I was requested to continue the work by Commissioner McLelan, which I did, and was paid at the rate of 9 cents. I told him the price was not sufficient to pay me. Not wishing to throw an obstacle in the way, I continued the work, fully assured that when everything was finally settled, justice would be done,

" Yours respectfully,

C. J. BRYDGES, Chairman Intercolonial Railway.

" WM. STEWART."

We think the tenor of this letter is hardly consistent with a belief on the part of W. Stewart, at that time, that there was an existing agreement by which he was entitled to 14 cents a yard, after the fall of 1872. He makes no allusion to one saying only that the price paid for work in 1873 (9 cents) was too low, meaning, as we understand it, that he claimed it to be less than the work was worth, and that in the absence of any agreement for 1873, a higher price ought to be paid. On the whole evidence on these two items, we have come to the conclusion that William Stewart did understand and sign the document of 10th November, 1872, and that he agreed with Mr. Schreiber to take 14 cents for 1872, with the understanding that the work, after that year, should be paid for at the same rate only if the Commissioners approved of it; but we think Mr. Stewart has forgotten the facts. He mentioned (not in evidence) that he had a sunstroke, and had never quite got over the effects of it. It is not improbable that this has impaired his memory.

In the face of this agreement, we do not allow more than the 9 cents for the ballast at the Truro end; but for that on Sections 4 and 7, we see no reason for fixing a price below 14 cents, that named in the only agreement concerning those portions of the line which is established by evidence.

We, therefore, allow Item 1, at \$3,220, and disallow Item 2.

Items 3 to 16 inclusive, and 19 and 21, are for plant and material alleged to have been taken by the Government, in pursuance of the agreement before mentioned, and at the price charged, amount to \$990.45.

William Stewart was engaged, in November, 1872, to superintend the subsequent works in the interest of the Government, and he made the following return on the subject of this plant:—

“ NEW GLASGOW, 22nd March, 1875.

“ The following is a list of tools I received from J. H. & D. Fraser, for Railroad Commissioners, in the autumn of 1872, when the road was opened.

36 shovels (second hand), at 80c.	-	-	-	-	-	\$ 28 80
15 picks (indifferent), at 60c.	-	-	-	-	-	9 00
10 crowbars, at \$1.50	-	:	-	-	-	15 00
4 lifters, at \$2.00	-	-	-	-	-	8 00
3 wrenches, at 75c.	-	-	-	-	-	2 25
2 gauges, at \$1.00	-	-	-	-	-	2 00
8 spiking hammers, at \$2.00	-	-	-	-	-	16 00
						\$ 81 05

“ The above is all that I can certify to.

“ Yours respectfully,

“ WILLIAM STEWART.”

Force pumps and tanks at points between Amherst and Folly Lake	-	-	-	-	-	\$ 75 00
						\$156 05

The value of these articles was proposed to be credited at \$156 05, in a settlement offered by the Government to these claimants. We think this a fair price for those covered by William Stewart's certificates; As to most of the others, the evidence gives a reasonable ground for believing that they were taken by the Government, and inadvertently omitted from the said certificate. This, however, only applies to four waggons instead of six, as charged.

Items 17 and 18 were withdrawn, giving the contractors the benefit of any doubt on the matter, and charging what we consider a fair price for the articles. We allow \$492 on these items.

Item 20.

Three-quarters of a mile of track lifted and relaid at Truro end	\$400 00
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In order to make connection on the railway, the claimants were ordered to lay temporarily, iron rails over the distance in question, because the Government had not, at the time, the steel rails which were to be laid permanently; after their arrival the claimants substituted them for the iron ones first laid.

The contract price for track-laying was \$300 per mile, but the evidence showed that the taking up of one set of rails and replacing them with others, and including haulage to and fro, was worth somewhat more; but this work is credited at \$350.25 to the claimants in the final estimate for work done up to the end of 1872, and forms part of the whole amount on which they claim the \$422 balance under Item 32. We set out some particulars of this amount in connection with Item 32, by which it will be seen that \$350.25 for this work is there credited. We do not think there is any evidence to justify a higher allowance than the said credit for this work, and, therefore, we allow nothing now on this item.

Item 22.

Centring, surfacing, removing unsound ties, replacing with new ones, on three and a-quarter miles of track at Amherst end, at \$180	\$585 00
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The portion of the line to which this item relates is the three and a-quarter miles at the Amherst end, on which a track was placed by the previous contractors. They had been paid their contract price for this work, and it was never measured to these claimants, or treated in any way as within their contract, as far as the track-laying

was concerned. As before explained, they took the work on the agreement that they were to be paid at schedule rates for what they did.

The principal reason why this claim is now made is, that the previous contractors get, by their contract, only \$120 per mile for track-laying, while these claimants got \$300, and they seemed to think that a sufficient cause for demanding the difference (\$180 per mile) for what their predecessors did. Another reason, however, is advanced, namely, that in carrying on the subsequent work over this distance, they were put to trouble and expense in removing slurry which had slipped down from the sides of the cutting so as to impede their operations.

Mr. Donald Fraser testified, however, that the trouble did not arise from defective work by McLellan & Co., the previous contractors, but from the action of the weather; that if they had done the work themselves the same trouble might have occurred; and that the expense of removing the slurry, &c., was incurred in order that they might proceed to fulfil their contract on other portions of the line.

In our judgment the Crown is not liable to pay for this work, and we allow nothing for it.

Item 23.

Building temporary wooden bridge at Athol Station\$100 00

At this place, after a stone culvert had been completed, the station grounds were laid off, and it became expedient to take down the masonry and erect it in another place. While this was going on the claimants, in order to carry on their work, were obliged to make a bridge of timber at the places where the two culverts were, the old one and the new one. Besides borrowing some ties belonging to the Government, they provided long timbers of their own, and the evidence showed that there was also about ten days' labor of five men in the work. We think the evidence supports the charge, and we allow it at \$100.

Item 24.

Keeping in repair the bridge at Macan\$60 00

This is in reality almost entirely for keeping up the approaches on either side of the bridge, from formation level on embankment to the finished rail height on the bridge. It was done by filling in with ballast material, which has been, as a matter of course, included in the quantities charged as ballast by these claimants. We allow nothing on this item.

Item 25.

Building approaches to Forks Bridge\$150 00
This is similar to the last item, and we allow nothing on it.

Item 26.

Damages and expenses in removing slurry, after the rails
were laid, in seven cuttings\$750 00

This is for removing slurry from different portions of the line, including the three and a-quarter miles at Amherst end, for which the same work is included in Item 22, and concerning which we have given the effect of the evidence of some of the witnesses.

The material removed was brought down by the weather from the sides to the bottom of the cuttings, and the whole of it was accumulated in that way after the contract was let to these claimants. We think this was a contingency which, under the agreement, the contractors had to meet at their own expense. There is no evidence that the formation level was not properly shaped and ready for the ties at the time of the bargain, nor that the trouble afterwards was to any extent due to the action or omission of the Government officials.

An instance was given in evidence, and relied on, as a precedent in which a contractor was paid for removing slurry as an extra, but that was where it had

accumulated partly before the contract was let, and it was paid under a special bargain made before the material was removed. In our judgment the Crown is not liable to these claimants on this item, and nothing is allowed.

Item 27.

20 days' wages to 40 men while waiting for rails and finishing bridge at River Phillip, at \$1.25..... \$1,000 00

The claimants laid the track, as their contract required them, up to the west side of this bridge, as far as it was finished, but because a portion of it was not in a condition for them to proceed, they had to keep the men waiting idle. They could not discharge them, because there was no certainty, from day to day, that the cause of delay would be continued. It was their duty to proceed as soon as the obstacle was removed, and both Mr. Schreiber and the resident engineer named dates on which they expected the claimants could proceed, but they were disappointed. Indeed, one of the claimants testified that the engineers said "the bridge would be finished every day."

The contract proves that (clause 3) the contractor shall commence the work, &c., at such places and times, respectively, as the Commissioners may designate and direct, and shall diligently prosecute the same, &c. Clause 5. The contractors shall * * * faithfully carry on the works until completion, &c. Clause 7. The Commissioners shall have the right to suspend operations * * * but any such suspension shall not entitle the contractors to any claim for damages, &c. The stoppage of the works, as above described, was not, in our opinion, such a suspension as is contemplated by clause 7, and we think the proper interpretation of the contract implies a covenant that the road shall be in such a state that the contractors may proceed to fulfil their undertaking under the 3rd and 5th clauses, unless the works be suspended under clause 7.

In our judgment, therefore, the Crown is liable to reimburse the claimants their outlay caused by the road being so ready. This outlay is, according to the evidence, not less than the amount claimed, and we allow Item 27 at \$1,000.

Item 28.

Eight days' wages for forty men while waiting for rails and fish-plates at Grenville, at \$1.25. - - - \$400 00

The circumstances on which this item is based are precisely similar to those of the last one, and for the reasons just given, we allow it at \$400.

Item 29.

Sleepers for Spring Hill siding - - - \$20 00.

The contractors allege that these sleepers were furnished by the orders of one Sullivan, acting on behalf of the Government. He declares that he never ordered them, and that they were not furnished. We have to say that the item is not proved beyond a reasonable doubt, and we do not allow it.

Items 30 and 31.

One car coal	-	-	-	-	\$24 00
Coal to freight trains	.	.	.	.	14 00
					<u>\$38 00</u>

These items are proved, and we allow them at the amount charged, \$38.

Item 32.

Balance due for work done under contract in 1872, not paid. \$422 00

This is intended for \$413, the balance between \$72,362, mentioned in a memorandum by the Chief Engineer, as due on work up to the end of 1872, and \$71,949, paid on account. That sum of \$72,362 may be properly increased now to \$72,546.15, as follows :—

Work under first contract, up to 10th November, 1872	-	\$70,326	90
Work under first contract, for re-laying track and hauling rails	-	-	350 25
Work under new bargain, after 10th November, 1872, up to end of 1872	-	-	1,862 00
Rent of shanty allowed by Mr. Schreiber	-	-	7 00
			<u>\$72,546 15</u>
Paid on account	-	-	71,949 00
			<u>\$ 597 15</u>

We, therefore, credit this sum, \$597.15, under this item:

We set out, in Schedule A., hereto attached, the items allowed as above mentioned. In our judgment the Crown is liable to these claimants in the sum of \$5,847 on the items above mentioned. Of this sum \$1,089 was a debt due on 1st December, 1872; \$3,258 on 1st December, 1873, the rest was unliquidated and unascertained until now.

Strictly speaking, only the amounts allowed on items 23, 27, 28, 30, 31 and 32, were due to the joint firm as originally composed. \$120 for portions of the plant was due to William Stewart, and the remainder to James H. Fraser and Donald Fraser, but they expressed a desire that the claim should be treated as due to the joint firm, and said they would settle their respective rights between themselves.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 7th March, 1884.

SCHEDULE A

Showing Items allowed in this Claim.

Item		
1. Balance of 5 cents per yard on 64,400 yards -		\$3,220 00
3 to 16 } and 19 to 21 } Plant and material -	-	492 00
23. Temporary bridge at Athol Station -	-	100 00
27. Damages by delay at River Phillip -	-	1,000 00
28. " " Grenville -	-	400 00
30. One car of coal -	-	24 00
31. Coal to freight trains -	-	14 00
32. Balance due for work in 1872 -	-	597 00
Making a total in all -	-	<u>\$5,847 00</u>

SPECIAL REPORT ON CLAIM OF MARTIN MURPHY, \$21,511.

This claim arises out of the construction of the Restigouche bridge, at prices stated in the schedule of rates for the different classes of work:

To amount of Chief Engineer's estimate—	
1. Under contract at schedule rates.....	\$220,752 00
2. On extra works.....	31,934 00
To amount subsequently allowed by Commissioners for hastening the work.....	4 000 00
	\$256,686 00
By amount received on contract work..	\$204,041 00
By amount received on extra work.....	31,934 00
By amount received, allowance hastening work.....	4,000 00
	239,975 00
	\$16,711 00
To expenditure in opening Bourdeaux quarry by orders of the engineer in charge, which quarry was condemned by the same engineer	4,600 00
To cost of proving claim before Commission	200 00
	\$21,511 00
Add interest.....	

The principal item, \$6,711, is the difference between \$220,752, the certified value of the whole contract work, and \$204,041, received by the claimant on account of it. The particulars include some charges for extras, but show corresponding credits, so that the only question on the bridge work is concerning this balance.

This bridge was at first included in a contract, dated 15th June, 1870, by which Mr. S. P. Tuck took the whole work on Section 19, at the bulk price of \$395,733.

Subsequently, with the assent of the Commissioners, the contract was assigned to and assumed by Messrs. Boggs & Co., who, on the 27th June, 1871, entered into a written sub-contract with Martin Murphy for the works connected with the Restigouche bridge, at the lump price of \$116,000. He proceeded with his undertaking on that basis for more than a year, when unforeseen difficulties concerning the foundations arose, which, according to the report of the Chief Engineer, rendered it necessary to carry out the bridge work at a schedule of rates and under a separate contract. Consequently, negotiations were opened between the Government, the contractors and Mr. Murphy, having for their object the separation of the existing bargain into two, giving the bridge work direct to Mr. Murphy and leaving the remainder of the section to be completed by Messrs. Boggs & Co.

At the request of Mr. Fleming, Mr. Murphy submitted lists of prices at which he was willing to carry on the bridge-work. The first two were not acceptable, but the third led to an agreement.

After several conversations between the parties, the terms of the proposed new agreement were reduced to writing. On the 8th February, 1873, Messrs. Boggs & Co. wrote a letter to Mr. Fleming, proposing that the contract for Section 19 should be divided, the bridge being taken out at the price of \$116,000, and the remainder of the work left in their hands at the balance of their original price (\$395,733—\$116,000=\$279,733), the arrangement to take effect as of 1st January, 1873. This was accompanied by one from Mr. Murphy, stating that he was prepared to contract for the bridge, and naming prices which were to apply retrospectively, as well as for the future. An agreement, under seal, bearing date 1st day of January, 1873, was also executed between Messrs. Boggs & Co. and Murphy apparently with the object of placing the whole bridge work, done and to be done, on such a footing that

the Government could safely contract concerning it, directly with Murphy, and the document was lodged with the Secretary of the Railway Commissioners.

This agreement is between Boggs & Co. and this claimant alone, no one on behalf of the Government being a party to it.

By it, all the rights of Boggs & Co., concerning the bridge, were transferred to Murphy, with irrevocable authority to receive directly from the Government all monies due, or to grow due thereon, in the shape of drawbacks, then in the hands of the Government or otherwise. It was sufficient to permit the Commissioners to make, with Murphy, a new bargain about the bridge as freely and as effectually as they could have done with Boggs & Co. themselves.

Accordingly, one was made, under which the contract work has been certified to by the Chief Engineer, to the sum alleged in the particulars, namely:—

Contract work.....	£220,752 00
On which has been paid.....	204,041 00

Balance.....	\$ 16,711 00

This balance is undoubtedly due the claimant by some one. The question is, whether the Crown is liable for the whole or any part of it.

Much, if not all, of this balance was paid by the Government to Boggs & Co. In fact, all the payments on bridge-work went to them, from the beginning up to January, 1874, inclusive; but they did not always pay over to Murphy as much as they received.

At one time, after the work was finished, Mr. Murray, one of the partners of Boggs & Co., and Mr. Murphy, had an interview, at which the latter understood that this balance was being retained for him out of moneys then due from the Government to Boggs & Co., and he telegraphed to the Chief Engineer as follows:—

“10th June, 1874.

“Mr. Murray is here. He shows me copy of statement of yours saying you had retained proportion payable to bridge out of contract No. 19, of which difference still due me is \$16,711. Is this correct? Reply and oblige.

“SANDFORD FLEMING, Ottawa.”

“M. MURPHY.

To this Mr. Fleming sent the following answer:—

“OTTAWA, 18th June, 1874.

“MR. MURPHY,—I am sorry to say the reply to your telegram of 10th inst. has been neglected. According to statement made by Murray when here, you have not received the full amount paid by the Government on bridge account by the difference referred to.

“SANDFORD FLEMING.”

The position of the parties changed once or oftener before the payments to Boggs & Co. were stopped; and the extent of the liability of the Crown will depend upon how far the existing circumstances, at the time of each payment, make it now a good answer to Murphy's demand.

The first period which we take up is that ending 1st January, 1873, when, according to the claimant's contention, he became the direct and sole contractor. During that period the Government paid to Boggs & Co., on bridge-work, a larger sum than reached Mr. Murphy. The amount so retained was spoken of in his evidence, in round numbers, as \$8,000. We make it somewhat less, as shown hereafter.

Concerning this first period, the claimant contends that, in discussing his rights, we should credit the Crown with no greater amount than reached him; but that would make the Government pay the \$8,000 twice—once to Boggs & Co., and again to him.

We must dissent from that proposition, unless the Crown has become liable to do so because of some new consideration or some new agreement.

Assuming that the claimant became the new contractor as of 1st January, 1873, and the rates upon which his bridge-work was to be valued were to be applied to the work which he had done while he was sub-contractor to Boggs & Co., as well as the subsequent works, and further, that the Government had notice that he had received \$8,000 less than Boggs & Co. had received, we see nothing in these facts which would make the Crown liable to account to him for that portion of the price which had been previously paid to Boggs & Co., and properly paid, because they were the only persons entitled to receive it.

In the absence of some special arrangement, we know of no principle on which the new bargain with Mr. Murphy could be construed as promising him more than the whole value of the bridge, at schedule rates from the beginning, diminished by such amount as had already been properly paid to the contractors, for that had been paid by the Government specifically on this identical work, and the Crown had a right to insist on its being so applied.

The claimant suggested that there was a special circumstance which made it proper for the Crown to pay him the amount which Boggs & Co. had retained as aforesaid. He relied on the articles of agreement, before mentioned, as amounting to a transfer to him of a fund belonging to Boggs & Co., though then temporarily in the control of the Crown, namely, the drawback or percentage which had been deducted from the estimates of the work, and withheld from that firm. He contended that at the completion of the work this fund became released from the lien of the Government, and, therefore, payable to him under the said assignments.

It is true the document referred to does convey, amongst other things, the drawback on bridge-work; but if the claimant should receive that, and also the balance of the whole price of the bridge left, after deducting only the payments to Boggs & Co., the Government would be paying the drawback twice. The amount paid to Boggs & Co., on account of the bridge and the remainder of the price to be paid to Murphy, must together amount to the whole price, the drawback being, in fact, merged in that remainder.

It must be remembered that the agreement with Boggs & Co. (the transfer relied on by Murphy) is confined to bridge-work. If it had assigned some other fund, for instance, the drawback on the balance of the section, which, by the completion of the bridge, became eventually due to Boggs & Co., then there would have been in the hands of the Government, in addition to the value of this bridge, a further amount available towards the satisfaction of Boggs & Co.'s debt; as it is there was not. A paragraph in the agreement purports to show the state of accounts at that time on bridge work; but it was only as between Boggs & Co. and Murphy. Even it purported to show them between the Government & Boggs & Co., the Crown would not be bound by that statement, for it was not a party to it.

Whether Boggs & Co. and Murphy were intent only on having the severance of the contract carried out, and Murphy installed as a separate contractor, at rates largely increasing the price of the bridge, and so overlooked the state of accounts between the Government and Boggs & Co., or whether that subject was intentionally avoided, we have no means of ascertaining. For some reason it is nowhere alluded to as a material element in the new arrangement.

In our opinion the Crown is entitled to a credit, against this \$16,711, of the amount which had been paid to Boggs & Co., on work done before the 1st January, 1873, beyond that which they had paid to Murphy on the same work. The precise amount of that credit is not made certain. We show hereafter what we assume it to be, and how we arrive at it.

We have now to deal with another period. In deciding whether the Crown is entitled to be credited with the full payments to Boggs & Co., for work done after 1st January, 1873—whether they reached the hands of Murphy or not—it will be necessary to settle on a date at which he became the new contractor. That date fixes the time when the Government could no longer bind him by payments on bridge-work made to any other person without his consent. As to this time, different views may be entertained—one giving effect to the letter of the law—which exempts the Crown

from liability except under specified circumstances. Statute 31 Vic., cap. 13, sec. 16, declared that: "No contract under this section, involving an expense of \$10,000 or upwards, shall be concluded by the Commissioners until sanctioned by the Governor in Council." The other view, giving effect to such facts as would establish a liability between subject and subject, or in other words, if the Commissioners had been acting for individuals building this railway as a private undertaking.

In our general report we call attention to the statutory defence above alluded to, and there explain that, as it may not be considered expedient in all places, or perhaps in any, to set up such a defence, we adopt the course throughout of reporting on the liability of the Crown, irrespective of that enactment, leaving it to be decided hereafter whether the statute should be pleaded; and we deal with this case in that way, but we shall point out how far the statute would, in our opinion, affect Mr. Murphy's claim if it should be set up.

Going back to the negotiations for the new bargain, we think there is reason to say that not only Messrs. Boggs & Co. and Mr. Murphy, in their own interest, but the Government officials, in the public interest, were endeavoring to bring about a severance of the contract and a separate arrangement with Mr. Murphy.

The work at the bridge has been almost, if not entirely, stopped by formidable difficulties. The records of the Department show the following telegrams on 25th January, 1873:

"To Peter Grant,

"Oakes, Murray and myself here. Chairman and Fleming have agreed to transfer bridge contract. Have to await meeting of Commissioners next week; all looks well so far. Will go back from here direct to Metapedia.

"J. W. MURPHY."

"To Peter Grant,

"Murphy is here. I want to arrange prices for additional foundation work. Telegraph me what it has been costing and what it is worth, under the circumstances.

"S. FLEMING."

It was about the 8th February (a fortnight after these messages) that the agreement between Boggs & Co. and Murphy, dated 1st January, 1873, was signed, and their formal written proposals left with the Commissioners.

In the following week (February 15th), the Chief Engineer, reported, in writing on the matter, and recommended the Commissioners, to accept the proposals. Mr. Murphy was then in Ottawa and had several interviews with the Commissioners and the Chief Engineer. There was not then, nor indeed at any time since, a written acceptance of the proposals; but the new arrangement was, at that time, fully discussed and verbally approved of. He was given to understand that he was to proceed with the work on the new basis. He left Ottawa and did proceed and in good faith finished his job in a creditable manner.

The following is an extract from Mr. Fleming's final report:—

"It is only right that I should speak favorably of the manner in which Mr. Murphy has conducted the work. I have every reason to believe that his management has been excellent, and I have no hesitation in saying that no contractor on the whole line has carried out all the orders given him, or finished the work undertaken by him, in a more satisfactory manner."

Mr. Murphy testified that before sending in the (proposed) agreement, he had interviews with the Commissioners and the Chief Engineer, especially with the latter. At one of these Mr. Fleming said "he would very much rather the bridge would be severed, and I declared the contractor." He said, also, that at an interview with the Commissioners, the Chairman and the Secretary being present, it was then agreed that the third schedule of rates submitted by him was to be the one "for the work afterwards, and the severance was to be effected; they said it was an arrangement, but in order to conclude it properly, in the usual formal manner, it would

have to be put before the Council." But notwithstanding that he said that they then gave him to understand that they acted on the severance, "from that day, it was a schedule contract from that day forward." On being asked to describe the fact which he relied on as accomplishing the severance of the whole contract and the commencement of a new one, Mr. Murphy testified that they separated it "by giving me instructions how to carry on the work which was then in abeyance, and could not be done; that, I refused to do until such an arrangement as this was made, and when this was made, they ordered me to go on, and I went on." These instructions were concerning concrete, piling, &c., things not included in his bargain with Boggs & Co.

On the evidence, we find that this claimant was, early in February, 1873, induced by the Commissioners, or some of them, and the Chief Engineer, to proceed immediately with the completion of the bridge in a way that he would not have proceeded under his bargain with Boggs & Co., and on the understanding that the Government would pay for the bridge-work from the beginning, at rates then specified, and that though some further formality would be required to make the bargain strictly legal, they would attend to that and see it accomplished, he evidently dismissed all matters of form from his mind and gave his attention to the practical accomplishment of the work he had undertaken. We think that, between man and man, these facts would entitle him to be considered a contractor from that time.

On 24th June, 1873, on a Report of 14th June, from the Commissioners, an Order in Council was passed, authorizing the separation of the contract for Section 19, "making the bridge across the Restigouche separate from the rest of the work, and that the price of the bridge be fixed with regard to the Order in Council as to the stone to be used, and also as to the extra price caused by the foundations proving so different from what was originally proposed."

This appears to us to give power to the Commissioners to fix the prices and other particulars of the new bargain and supplies the authority, the want of which might make the verbal directions of February insufficient to create a liability under the statute. We think, therefore, that the statute could not be set up as a reason for continuing the payments to Boggs & Co., after June, 1873.

The fact of this Order in Council was, without delay, communicated to Mr. Murphy; his mind was then completely set at rest; but the payments still went on to Boggs & Co., for the bridge-work, though it had been, since February, estimated by the resident engineer as separated from the rest of Section 19, and though Murphy was not a consenting party to such payments. Boggs & Co. professed to pay over to him the sums which were, from time to time, paid them by the Government on this work, but did not do so fully.

We state hereafter what we consider to be the amount retained by them between 1st January, 1873, and the Order in Council in the June following.

On the 6th October, 1873, on a report from the Commissioners, dated 30th September, 1873, another Order in Council was passed approving, and adopting the schedule of rates recommended by the Commissioners. This Order seems to be confirmatory of their action under the one of June. We do not think this was necessary after the authority already given by the former one, if this Order did not lead to payments to Murphy.

The work at the bridge was still estimated each month as separated from the rest of the section, the form used in such estimates not then naming any contractor; but in December, 1873, and January, 1874, a new form was used, which did name the contractor, and in this case, named Mr. Murphy. Still, payments were continued to Boggs & Co., and it was only after repeated applications to the officials, and at last, a formal one, on 2nd January, 1874, addressed to the Minister himself, that Mr. Braun, the Secretary of the Public Works Department, answered, Mr. Murphy on the 25th February, 1874, saying: "From information furnished this Department by the Railway Commissioners, you are recognized as a separate contractor for said works,

and will be treated accordingly." From that time forward all payments on bridge-work were made to him, and nothing turns upon them.

The account put in by the Government, showing those payments meets the amount finally ascertained to be the price of the bridge work, by inserting as a first, item, the following:—

"1874, March 1st To amount of Engineer-in-Chief's estimate of work done on the Restigouche bridge up to end of January, 1874, assumed having been paid to him by Thomas Boggs and John R. Murray, contractors, \$137,000.00."

This charge the claimant with the value of the bridge work up to the end of January, 1874, on the assumption that Boggs & Co. had fully paid it to him—not that the Government had paid it to him, or even to Boggs & Co. As a fact it had not been fully paid to either.

The whole value of the bridge work up to that date had been returned by the engineers at \$136,852, out of which sum the Government had retained as a drawback \$2,055, and had paid to Bogg & Co. the balance, \$134,797, so that even if that firm had paid Murphy all they had received, which they did not, still there was a sum of \$2,055 then in the hands of the Government due to this claimant.

Having, as before explained, come to the conclusion that the \$16,711 is to be reduced by the amount paid by the Government to Boggs & Co. on the work, down to 1st January, 1873, we proceed to show what we assume that amount to be. Until the proposition in February, 1873, for the severance of the contract, progress estimates on bridge work and on other work on Section 19 were not sent in by the resident engineers in separate documents. One estimate was made up for the whole section, but it stated the different classes of, so that the items for bridge-work could be extracted and the amount of them ascertained.

The amount of progress estimates, as returned by the resident engineer, was not adopted precisely by the Chief Engineer in the estimates which he reported to the Commissioners as the basis of the monthly advances to contractors. For this section his practice was to adopt larger amounts, and it so happened that when a percentage of 10 per cent. was withheld by the Government, as it was until the end of 1871, the amounts paid to the contractors were about the full amounts returned by Mr. Grant, the resident engineer. In Mr. Fleming's certificates, he gave usually a round sum, without distinguishing between bridge-work and other work; and one cannot learn from them exactly what proportion of his whole amount he intended for the bridge, consequently, we are unable to say positively that the payments by the Government were based upon any higher amounts than those given in the progress estimates of the resident engineer. Those amounts, however, are clearly proved, and we are safe in saying that the moneys paid from month to month were paid specifically on bridge work to the extent, at least, of the values stated by the resident engineer, less the percentage withheld by the Government from the amounts stated in the Chief Engineer's certificate. We might, perhaps, go further without being wrong, and assume that the resident engineer's estimates of the bridge-work were increased as well as the other work, when it came to be stated in the one sum named by the Chief Engineer, and that therefore the payments on bridge-work were more than nine-tenths of the estimates by the resident engineer; but, inasmuch as we are proposing to charge Mr. Murphy with payments to Boggs & Co., on the ground that they were made specifically, we think it proper to confine ourselves to such as were unquestionably on bridge-work.

With the exception of $\frac{1}{2}$ per cent. drawback for the months of January and February, 1872, and $1\frac{2}{3}$ per cent. in November, 1873, the Government paid the full estimates of the Chief Engineer after 1871.

From the several estimates and vouchers on record, we have compiled the schedule accompanying this report, showing for each month before February, 1874: (1.) The resident engineer's estimate of bridge work. (2.) The percentage (*i.e.* the drawback) from the Chief Engineer's certificate withheld by Government. (3.) The balance assumed by us to have been paid to Boggs & Co., specifically, on bridge-work; and (4.) The amount paid thereon by Boggs & Co. to Murphy.

Before adopting the amount shown by this schedule to have been paid to Boggs & Co., as a basis for our conclusions, we furnished a copy of it to the claimant, through his solicitor, requesting that he would, if he could, give us any other evidence more favorable to himself. His solicitor waited on us and admitted that there was no better evidence on the subject.

The result of this schedule is to show that before the new bargain, of February, 1873, Boggs & Co. received, at least, \$7,784 on bridge-work more than they paid Murphy, and we diminished the claim of \$16,711 to that extent.

Making this deduction leaves a balance of \$8,927, for which we think the Crown is liable to the claimant.

If it should be decided to take advantage of the statutory defence before alluded to, then Mr. Murphy was not entitled to be treated as a separate contractor till the Order in Council, in June, 1873, and the Government were justified in paying Boggs & Co. on bridge work, up to that date. They had then received, since 1st January, 1873, \$1,421 more than they handed over to Murphy. That would be a further deduction from his claim.

Assuming this defence not to be set up, we allow the claimant \$8,927 on this item.

The next item is \$4,600, for the expenditure in opening up the Bordeaux quarry. This outlay took place while the claimant was a sub-contractor to Boggs & Co. He contends that, although there was no privity of contract between him and the Crown, he was bound to obey the orders of the Government engineers; and he alleges that, in this instance, the district engineer insisted on his opening the quarry in question, as one likely to yield suitable stone; that it failed to do so; that he should not bear the loss, because, from the beginning, he had no faith in the result, and so expressed himself. He evidently considered even a suggestion by a Government engineer equal to an imperative command, and he says he did not feel at liberty, under the circumstances, to exercise his own discretion.

Mr. Marcus Smith, the engineer to whom he alluded, was examined as a witness. He testified that all he had said to Mr. Murphy on the subject was in the nature of a friendly opinion, and that he took care never to use language of an official or imperative character, for he well understood at the time that he had no right to do so.

We think the cost of the attempt to find suitable stone at the Bordeaux quarry, and the consequences of its failure, ought to be borne as contingencies incident to the contractor's undertaking, and that even if Mr. Murphy had been the principal contractor, he would have no claim for this item; but he was a sub contractor, and we feel safe in saying that the Crown is not liable to him for the cost which he incurred in following the opinion, or even the directions, of the district engineer. We allow nothing on this item.

The last item, \$200, is for costs in proving the claim before us.

No evidence was given on the subject, and we are, therefore, not able to say whether the amount is correct.

After the particulars of the claim, including this item, were handed in, Mr. Murphy was informed that his personal travelling expenses would be paid as witness' fees. He has received the amount of them, and, in our judgment, he is not entitled, as a matter of right, to recover his other expenses. In our general report we deal with the subject of the cost incurred in proving claims before us.

In this, as in other cases where it has been claimed, we report the amount demanded for such expenses.

In our judgment, Her Majesty is, and has been since 1st January, 1874, liable to Mr. Murphy, on the claims submitted to us, to the extent of \$8,927, and no more.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 7th March, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

SCHEDULE.

Estimated value of work on Bridge by Mr. Grant, Resident Engineer, for the months of		In paying Contractors on progress estimates for the whole Section, Government deducted this percentage.	Deducting the same percentage from Bridge estimate, this proportion assumed to have been paid by Government to Boggs & Co. on Bridge work.	Boggs & Co. paid Murphy.
		\$	\$	\$
July, 1871	1,006	10 per cent.	936	1,000
August	1,800	"	1,620	1,000
September	2,584	"	2,325	4,400
October	4,560	"	4,104	3,860
November	1,790	"	1,611	1,390
December	1,130	"	1,017	1,100
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	12,870		11,583	
January, 1872	1,500	2½ per cent.		1,350
February	2,150	"	3,559	1,890
March	2,500	Nil.	2,500	2,250
April	6,156	"	6,156	2,000
May	5,614	"	5,614	5,000
June	5,020	"	5,020	4,480
July	3,650	"	3,650	3,100
August	3,880	"	3,880	3,230
September	5,080	"	5,080	4,318
October	2,746	"	2,746	2,521
November	4,000	"	4,000	3,500
December	2,885	"	2,885	2,500
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	58,051	"	56,673	48,889
January, 1873	2,591	"	2,591	2,500
February	3,372	"	3,372	3,821
March	4,286	"	4,286	3,643
April	4,353	"	4,353	3,700
May	5,219	"	5,219	4,736
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	77,872		76,494	67,289
June	7,210	"	7,210	6,200
July	12,283	"	12,288	10,000
August	6,277	"	6,277	5,400
September	13,874	"	13,874	13,000
October	7,269	"	7,269	7,000
November	4,062	16¼ per cent.	3,385	3,600
December	4,000	Nil.	4,000	3,300
January, 1874	4,000	"	4,000	4,500
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	136,852		134,797	120,239

SPECIAL REPORT ON CLAIM OF MESSRS. STARR AND DE WOLFE.

On Section 11.....	\$62,874 61
On Section 23.....	417,277 20
Total	<u>\$490,151 81</u>

This claim relates to the work on two sections of the railway, namely, 11 and 23. Messrs. Starr and De Wolfe being the assignees of Messrs. Davies, Grant & Suther-

land, who contracted to build Section 11, and also of Messrs. Grant, Sutherland & Co., who contracted to build Section 23, Mr. Davis not being a partner in the last named firm.

Each of these firms being unable to meet its engagements, its affairs were administered under the Insolvent Act of 1869. Messrs. Starr and De Wolfe were appointed the assignees of Messrs. Davis, Grant & Sutherland, and assumed all their rights, concerning Section 11.

In August, 1876, the claimants passed their rights concerning Section 11, before the Court of Exchequer, demanding then \$62,874.61 as due in February, 1873, and interest from that time. They made, before us, the same demand concerning that section, and the particulars of their claim are set forth in Schedule A, hereto appended.

We deal with this one before taking up the claim of Section 23. Messrs. Davis, Grant & Sutherland, by a contract in the usual form, dated 1st November, 1869, undertook to build Section 11, about $4\frac{1}{2}$ miles long, for the bulk price of \$61,713, and to finish it by the 1st July, 1870. The claimants contend that this did not include the superstructure of the bridge across the Missiquash River, the western limit of the section; in other words, that their work ended on the east side of that river; and Mr. Grant, one of the contractors, testified before us, that the latter part of the description of the work, as it now appears in the contract, and which shows that all the bridge, except the western abutment, was undertaken, was inserted in the document after he and his partners had signed it. We think the whole evidence on this matter points to the impossibility of any such alteration. The advertisement inviting competition, dated 3rd August, 1869, contained this notice:—

“Contract No. 11 will be in the Province of Nova Scotia, and will extend from the easterly end of the Eastern Extension Railway, to the westerly end of Section No. 4 (including the bridge across the Missiquash River, except the western abutment;” and in the contract itself, the first words in the description of the work, show it as “commencing at the easterly end of that portion of the Nova Scotia and New Brunswick (Intercolonial) Railway, which is known as the ‘Eastern Extension Railway,’ and on the westerly side of the River Missiquash.”

Our conclusion is, that the contract was signed by the parties in its present shape, including the whole bridge, except the western abutment; but we think the contractors, when making up their tender, may not have understood that more than the eastern abutment was to be done, and so named their bulk price without including any amount for the superstructure; but before signing it in its present shape, they became aware of their mistake and decided, nevertheless, to enter into the agreement as it now appears.

Before proceeding with the enquiry of any claim, we have to see whether it is within any of the six classes, excepted from our jurisdiction by the terms of our Commission.

This claim is not within any of the exceptions, unless that one which is thus described: “4. Any claim arising out of or connected with a contract, the performance of the work under which was legally taken out of the hands of the contractors, and in regard to which the work was completed at a loss to Her Majesty.”

In this case the works were, as we find, legally taken out of the hands of the contractors and, as completed on Section 11, cost the Government more than the bulk price of the contract, the whole outlay being \$70,331 or \$3,668 more than the price to be paid to Messrs. Davis, Grant & Sutherland; but we have to ascertain the value of works, if there were any furnished, in addition to those required to fulfil the contract, before we can say whether the contract work was finished at a loss; that is, whether the contract works alone cost more than the bulk price, \$61,713, and this necessitates at once the investigation of the claimant's whole case.

The wooden superstructure of the Missiquash bridge was finished by the Government after taking the work out of the contractors' hands, and the cost of it is included in the amount charged as aforesaid, expended by the Government.

We proceed to take up the several items of the claim, after which we show, in Schedule B, hereto appended, the effect of our decision on the state of accounts.

Item 1.

Is for the contract price, \$61,713, and it is not necessary to mention it further at this stage of the report.

Item 2.

Grading and clearing station ground, \$90, altered to . . \$900 00

This was for clearing and grubbing the land for the Amherst station, about 209 feet extra width beyond the 100 feet required for the railway proper. The Amherst station ground extended about 859 feet, which would give an extra superficial area of four acres. According to schedule attached to the tender, the

Clearing was worth \$20 per acre. \$ 80 00
 Grubbing " \$50 " 200 00

And on the evidence we think these values fair.

This work was not part of the design at the time the contract was entered into, and, in our judgment, without infringing the rights of either party, might have been let to any other person as well as to the contractor. In other words, it is work independent of that contemplated by the contract.

We allow \$280 on Item 2.

Item 3.

Raising embankment from Fort Lawrence to Missiquash River, above original grade. \$3,675 00

Mr. Schreiber testified before Mr. Shanly that this work was done, the grade having been raised on account of the floods. The price charged is 40 cents per yard, while the schedule price is 24 cents only. The evidence given before Mr. Shanly shows that the work was worth one-third more than the schedule, on account of the difficulty of getting the material upon the bank, after it was brought to the height at which it was supposed to be finished, but no evidence appears to have been given as to quantity, beyond Mr. Schreiber's certificate, which showed for this item, as follows :—

Earth, Missiquash bridge, 12,000 yds., at 25c. . . . \$3,000 00

That the raising of the grade, after the embankment was completed, to the original height, would have been more expensive, is almost certain. Mr. Grant showed that the extra material was taken from the ditches, and Mr. St. George admitted that it was a longer haul.

We allow 12,000 yards, at 30 cents, \$3,600.

Item 4.

Raising embankment from peg 40 to 150 (no details given)..... \$3,513 00

This item is claimed on the allegation that the work was increased, as in the case of the last item; but the particulars of the alleged increase are not given.

Mr. Donald Sutherland gave evidence before Mr. Shanly, and said "that Mr. St. George and Mr. Creighton told him the extra work would be paid for by cubical quantities."

Mr. St. George said that this embankment was not raised all the way, the grades were altered at certain spots only, but the total quantities were not thereby increased. On the contrary, the quantities were, on the whole, thereby diminished.

Mr. Schreiber's evidence, given before Mr. Shanly, is that the grade remained about the same.

Taking the whole testimony, we are unable to allow anything on this item.

Item 5.

Widening cut at Chapman's..... \$600 00

Mr. Starr, one of the claimants, appeared before us, but was unable to say anything in support of this item.

The evidence given before Mr. Shanly is that the earth was taken from this cutting for a heavy embankment, and Mr. St. George, engineer, stated that widening this cut was solely for the benefit of the contractors, who had a very heavy embankment below Chapman's, and it was less expensive to find the earth out of the cutting; that it was better material, and made an easier curve without, increasing the grade. Although a little longer haul, that it was easier to the contractors.

We are of opinion that nothing can be allowed on this item.

Item 6.

Widening station ground..... \$450 00

No evidence whatever was given before us in support of this item, but before Mr. Shanly, it was admitted by the engineers that the work was done and the grounds widened for the purpose of a double track.

Mr. Schreiber produced, at that hearing, a profile on which the site of the station ground at Amherst was marked "Embankment, 30 feet wide at top," and on another item for culvert (18) it was shown that the ground was 300 feet wide when finished.

A provision was made in the bill of works, that certain surplus earth (stated at 31,691 yards) was to be employed in grading the station grounds at Amherst; but beyond that, no provision appears to have been made for the work covered by this item. After considering the large quantity of earth actually employed, and the extent of the station grounds, we think the excess may be treated as work independent of the contract, and might have been done by any other person as well as the contractors. For these reasons we treat it as an extra, and allow the sum of \$450 on Item 6.

Item 7.

Widening cut at Moffat's, originally \$240, said to be an error, and increased to \$2,400\$2,400 00

This cutting was situated a few yards east of the site of the Amherst station, and after the earth from Amherst ridge cutting had been brought down, and the station ground widened, it was considered necessary to remove the remainder of this (Moffat's) cut, not only for the purpose of enabling sidings to be run out of the station, but for the purpose of making the ground more fitted for its purpose. The original amount to be taken from this cutting being the mere width required for the purpose of the line of railway was 924 yards. It was given in evidence before us that the actual amount was about 800 yards, and that the extra quantity moved was 2,000 yards. Considering the fact that this was no part of the original work, but was made necessary only in relation to the Amherst station, which was located after the contract was signed, we allow the following sums:—

One-half 1,000 yds. earth, at 35c., including carting. . .	\$ 350 00
One-half 1,000 yds. rock, at \$1, including hauling . . .	1,000 00
	\$1,350 00

Item 8.

Excavation of stream diversion and sinking of embankment about peg 185 \$1,200

The evidence offered before us in relation to this item was by Mr. James Grant, one of the original contractors, and was not of a very convincing character. He first said it included the widening of Moffat's cut, and afterwards that the item was

claimed as an extra, on the ground that they did not contract to do it—that they never tendered to grade any station.

As regards the stream diversion, the witness first said it was for draining the Amherst station, but on cross-examination, admitted that he was wrong, and that it was a stream to supply a mill which had been cut off by the making of the railway, and that the engineers decided to make this good by bringing the water down a cutting nearly a mile long, and carrying it across the railway by a culvert, which he claims as extra work. It is true that there is no culvert shown on the profile, nor mentioned in the bill of works at this place, but the plans, exhibited before Mr. Shanly, on which Mr. Grant testified that the culvert was built, shows it to have been designed for station 173 75, which is in the middle of the Amherst station yard, and is fully dealt with in Item 18. At this point, it appears in evidence before Mr. Shanly, page 33, that the embankment was made in winter upon a soft, clay bottom, and after being brought up to grade, settled, forcing out the slopes of the ditches on either side. The contractors made it up in due course, as they were bound to do.

On the whole evidence we disallow the item.

Item 9.

Rock excavation at Fort Lawrence cut..... \$600 00

Item 10.

Rock excavation at Amherst, ridge cutting..... \$300 00

No evidence was offered to us on these items.

Before Mr. Shanly the statement was made that rock was met with though none was expected, as none was shown on profile or contract.

The fact that a small quantity of rock was found in this large cutting may have disappointed the contractors, but as he undertook the work for a bulk price, which we consider included all such contingencies, we allow nothing on these items.

Item 11.

Reducing embankment, caused by engineers forcing material
to be put where not required..... \$690 00

No evidence was offered to us in support of this item. Before Mr. Shanly, Mr. Grant stated that the embankment was raised 18 inches, which was afterwards ordered off, but the engineers proved that it was done by the contractors wilfully; that the grade pegs were removed, and that he had to re-grade the place three times.

We allow nothing on this item.

Item 12.

Hauling cattle-guard timber from way of embankment..... \$5 00

It appears from the evidence given before Mr. Shanly that the timber had been laid ready for the cattle-guards where a road diversion was to cross the railway. The location of the crossing was afterwards changed and the timber had to be removed in consequence. The charge is simply for what it cost the contractor and we allow it.

Item 13.

Hauling stones from Gardner's Creek aboideau borrowing
ground..... \$152 00

Originally it was intended to build a bridge across Gardner's Creek, and some stone was taken there for the purpose. It was afterwards decided to build an aboideau there, and the stones, having become useless there, were carted away to the Missiquash bridge and used in that structure.

The evidence satisfies us that the substitution of the aboideau was a considerable saving to the contractors (see Item 22), though they had to transport this stone as above mentioned.

We allow nothing on this item.

Item 14.

Time, carpenters, laborers, putting addition to La Planche
aboideau, &c. \$121 25

This work was caused by lengthening the aboideau in question after it had been completed according to the requirements of the Government engineers. It was admitted that there was no iron in the original specification, but it had to be supplied in this addition. Mr. Schreiber was under the impression that it had been paid for. He said, before Mr. Shanly, that \$39.50 had been allowed for the work, but, on the whole evidence, the fact is not well established, and we give the contractor the benefit of the doubt; and as we think the charge not excessive, we allow the full amount.

Item 15.

Removing sleepers at different times from borrow pits in
embankments \$15 00

There is no doubt that the sleepers (ties) were laid down by the contractors, as stated. It is more than likely that their work was supposed to be so far finished as to warrant the tie contractors in laying the ties where they did, for Mr. Grant stated before Mr. Shanly, that the ties had to be removed because the engineer ordered them to reduce the bank; and our conclusion on the lowering of this bank (Item 11) is, that it was raised by the contractor negligently, and as we do not allow for its being lowered, neither do we allow this item.

Item 16.

Excavation in large drain at Amherst ridge cutting . . \$528 00

The evidence given before us was that of Mr. James A. Grant; and without suggesting that he had any desire to mislead, we are bound to express grave doubts as to his accuracy on many of these items. He had been seriously ill for a long time, and occasionally his memory seemed at fault. In his evidence he mixed up items, and had full confidence that he was correct when he said this one was for Hill's mill—that it was work not intended to drain the cutting, which could have been done by pole drains.

On the other hand, Mr. St. George, the engineer in charge, testified, before Mr. Shanly, that the drain was necessary on account of the cutting being so wet; that the contractors could not have worked otherwise. Mr. Henshaw, the district engineer, corroborated this evidence, though he said it was not contemplated and not in the bill of works, but he testified that it was "nothing but a temporary work to enable contractors to work in the cutting."

Mr. Fleming corroborated Mr. Henshaw's evidence, and Mr. Schreiber called it a surface ditch covered by the specification.

We think it was a drain necessary for the construction of the line, and its safety when constructed, and so covered by the bulk sum of the contractor.

We do not, therefore, allow anything on this item.

Item 17.

Bridge across Fort Lawrence cut, including excavation.. \$1,640 00

No evidence was given before us on this item, but from that on record, it appears that it was originally intended to cross on the level and have cattle-guards at the spot. This intention was changed and an overhead bridge was ordered instead.

This seems to us to be a piece of work independent of the contract, and for which the claimant ought to be made a fair allowance.

The item includes "excavation," but it is evident this would be less than under the original design of a level crossing, which would have necessitated considerable approaches to the actual crossing. The contractor, by the change of design, would save \$200, which, in making the cattle-guards, it would have cost, besides forming the approach road to the crossing.

On the evidence, we consider that nothing should be allowed for excavation. The bridge was valued by Mr. Schreiber at \$1,043.93, which we allow, minus the value of the cattle-guards, say, \$200, leaving to be passed to the credit of the claimants \$843.93.

Item 18.

Small stone culvert at Station Bank, including excavation \$415 00

This charge is made for a culvert 300 feet long, constructed through the Amherst station ground.

It was originally intended to build, near station 155, two 6 feet beam culverts to be used as cattle-guards, but in the course of the work it was found desirable to change the design.

Instead of these two culverts, one 4 feet beam culvert was built at 165, and one small box culvert at 171, to drain the Amherst station ground. The two cattle-guards of timber were built.

The evidence given before us was that of Mr. James Grant, one of the original contractors, who said that a small box culvert would have been required if no station ground had been there.

The question in this case seems to be, whether the change of design threw upon the contractors any additional burden, and, if so, whether he ought to receive a compensation for it.

After considering carefully the cost to the contractor of the first and last design concerning these particulars, we have to say that the change effected was a decided saving to him, and we allow nothing on this item.

Item 19.

Road crossings, cattle guards, including three box culverts, &c., about peg 150. . . . \$500 00

This is an extra road crossing, caused by a change in the location of the railway.

Mr. Schreiber's evidence before Mr. Shanly leads us to say that \$294 is a fair value for it, and that we allow.

Item 20.

Road crossings, cattle guards, across march at peg 90. . . \$450 00

This is an additional road crossing, caused by the diversion of the railway, and valued by Mr. Schreiber at \$410, which we allow.

Item 21.

Two wooden culverts at Christie's mill, including excavation. \$60 00

The evidence given before us that there were two small culverts made to take water off the railway and coach road, and were not due to any change of grade or location.

The contractor claimed that they were not necessary, and demands this \$60, because the engineer did not exercise wise discretion. We are of opinion that they were a necessary part of the work, but at all events the contract required the contractor to furnish, for his bulk price, all such work as this, according to the discretion of the engineer, and we allow nothing on the item.

Item 22.

Aboideau at Gordon's Creek. . . . \$5,600 00

The original intention was to build here a large beam culvert requiring about 220 yards of masonry and an estimate of 15 yards of paving, besides about \$800 worth of foundations. The contractors had hauled some stone for the purpose when the design was changed to an aboideau.

Mr. James Grant testified before us that the design was changed at the request of the Government in consequence of an agitation by the farmers, and that as this

aboideau was as large as that at La Planche the same allowance should be made for it, namely, \$5,600.

But it was testified by several witnesses before Mr. Shanly that the contractors saved a large sum by the substitution.

Mr. James Bliss said that the aboideau was much cheaper than the bridge would have been.

Mr. St. George, the engineer in charge, said that the aboideau would cost two-thirds less than the bridge (culvert) would.

Mr. Henshaw, the district engineer, also testified that there was a large saving by not building the bridge (culvert).

Mr. Fleming, the Chief Engineer, corroborated both these witnesses, and thought the contractors wished the change made.

On the whole evidence we believe that the change resulted in a saving to the contractor, and disallow the item.

Item 23.

Erecting, furnishing material and completing temporary bridge across Missiquash..... \$1,600 00

This Section 11, as mentioned early in this report, included the building of a bridge across the Missiquash river, except the westerly abutment.

Considerable confusion as to this bridge appears to have existed in the mind of Mr. James Grant, one of the original contractors. He stated in evidence before Mr. Shanly that it was not estimated in the bulk sum of the tender, and that he had refused to sign the contract when he discovered that it was included. He said that it was neither in the bill of works nor the tender, but in the margin of the contract. We have already explained that we think this contention has no foundation, and that the contract did cover the building of this bridge, excepting the westerly abutment.

It appears from the evidence that a bridge was originally necessary to connect with the Eastern Extension Railway, for the purpose of getting engines across; and that the contractors were ordered to build a temporary one, pending the decision of the Government as to wooden or iron superstructure.

Mr. Fleming's recollection when giving evidence before Mr. Shanly was that he delayed the building of all wooden bridges until it was decided about building iron ones, but this temporary bridge was necessary to have the line opened between Moncton and Amherst.

There is no doubt that the temporary bridge was built, and that the permanent bridge was also built, the latter by the Government, the moneys expended on it being charged in the \$70,381, debited by us to the contractors, as aforesaid.

As a fact the permanent bridge cost \$7,201, as follows:—

Superstructure	\$5,577 41
Rip Rap.....	1,011 28
Masonry, east abutment	137 75
Land damages	475 05
	\$7,201 49

The facts are not clear to us concerning the necessity of the two bridges. There is some reason for saying that this temporary one was supplied to enable the Government to take time before deciding that the Howe truss should be built, and not one of iron superstructure. We have decided, but not without some doubt, to credit the contractors with \$1,600 on this item.

Item 24.

Fencing borrow pits..... \$234 00

No evidence was offered to us upon this item, Before Mr. Shanly, Mr. Grant testified that the borrow pits were ordered by the Commissioners, and contended that,

as the contractors had to fence them, they should be paid for the work beyond the bulk price of the contract.

We cannot agree with this reasoning. The bill of works showed that earth would have to be taken from side cuttings, and the public safety required the borrow pits to be fenced.

It appears to us that this work was a necessary part of executing the contract. We do not, therefore, allow it.

Item 25.

Sinking foundation of west wall and arch culvert at
Moffat's, and lifting and laying masonry \$340 00

This charge is made because the engineers ordered some of the work to be taken down for the inspection of the foundation. From the evidence of Mr. St. George, the engineer in charge of the works, the contractors were ordered to have the foundation inspected before commencing the masonry; and Mr. Grant testified that the foundation had been approved of by Mr. Henshaw, Mr. St. George, and Mr. Sutherland, Inspector of masonry.

Mr. St. George and Mr. Henshaw both denied before Mr. Shanly that the foundation had been inspected, and that was the cause of a corner of the masonry having to be pushed down.

We think that Mr. Grant was mistaken, and that the building of the masonry was commenced, contrary to the contract, before the engineers had had the opportunity of inspecting the foundation.

It is in evidence that there was a bad feeling between Mr. Grant and Mr. Henshaw, but nothing leads us to believe that he would have had the masonry removed if the foundation had been previously inspected.

We do not allow the charge.

Item 26.

Amount claimed for damages, as described in prayer of
petition, fifthly to tenthly, not less than 50 per
cent. of the contract..... \$30,856 50

No evidence was offered to us upon this item, except by Mr. Starr, one of the claimants, who said that all we could take from him would be hearsay.

Before Mr. Shanly it was stated by Mr. Grant that considerable delay occurred in setting out the work, and that he or his partner lost the opportunity of obtaining cheap labor. That their financial reputation was injured by statements made by Mr. Henshaw, the District Engineer, and others; and that upon their representations that gentleman was removed to another district.

We have already had to remark on the contradictory evidence given by Mr. Grant in several cases, and the impression left on our minds was, that independently of the defect of memory resulting from his illness, he was essentially an impracticable man, who was apt to magnify every little grievance, of which he had many, owing to his not fully appreciating the nature of the obligation into which he and his partner had entered.

There is no evidence which would justify us in reporting any liability on this item.

Item 27.

Ditching from Douglass' land to Arch culvert, from 1,600
to 2,000 yards, half rock, at 75c. - - - \$1,200 00

This charge is made for digging ditches along the station ground for the purpose of drainage. From the evidence it appears that the site of the station was not settled under the contract was let, and that it was in a wet place, rendering drainage necessary. To have turned the water on to the neighboring land would have been objectionable, and it was decided to carry it to the culvert near peg 190.

The price charged would not be too much if the ditching had been half rock, as stated; but Mr. St. George, the Engineer in charge, testify before Mr. Shanly, that there was very little rock, not half of it.

Under the circumstances, as the evidence is so vague, we allow the whole quantity charged, but at 50 cents per yard—\$1,000.

Item 28.

Widening approach to Christie's mill, lengthening wooden
box culvert and raising above grade - - - \$50 00

Item 29.

Raising Mr. Moffat's road crossing above grade and
making too much ridge - - - \$29 00

These charges arose in consequence of the ditching referred to in Item 27.

It appears that at the foot of the Amherst ridge cutting there was a level crossing, where a wooden culvert was laid down for the carrying away of the water referred to in Item 27. The ground here was sandy, and the sand got into the culvert and choked it. It had consequently to be raised and lengthened, which made it necessary to raise and widen the road. Where the ditch for carrying the water from the station ground to the culvert intersected the road to Moffat's crossing it became necessary to lay down two small wooden culverts. The facts are not clear upon the evidence, but giving the contractors the benefit of the doubt, and so, assuming that the work was independent of that covered by the contract, we allow on these items \$50 and \$29.

Item 30.

Removing fence at station ground - - - \$27 00

This charge is made because the fencing of the line was completed before the Amherst station was fixed upon, and at that place it had to be removed. No dispute arose as to the facts, but as to the price.

The claimants stated that they had charged as for new fence, instead of merely for the labor, but this is evidently an error, and we think the moving of the fence on both sides of the railway for the length of the station ground fully worth the price charged, and we allow the \$27.

Item 31.

Continuation of brook diversion from peg 198. . . . \$39 00

So far as this appears from the evidence this is a necessary part of the drain, charged for in Item 16, which we disallowed, and we do not allow this item.

Item 32.

Culvert at ridge, 45 yds., at \$15 \$675 00

Item 33.

Excavating foundation, at ridge, half rock, 102 c. yds.,
at \$1..... 102 00

Item 34.

Inlet and outlet to ridge 690 00

\$1,467 00

There is no question about this work having been done, and very little as to the price. Mr. Schreiber valued it at \$601 and \$190. In his report of 30th November, 1871, to Mr. Fleming, and in preparing the defence to the claim, he puts on record the following remarks: "Item 32. Building beam culverts in the Amherst ridge cutting. There was no culvert shown in the bill of works. The ditch charged for in Item 31 was designed to carry off the water to Christie's 10 feet arch culvert. It

subsequently appeared that by diverting the stream through the arch culvert, the water was cut off from Hill's chair and furniture factory, and the machinery stopped. In due course he entered a complaint, with a bill for damages. After considerable correspondence, a culvert was ordered to be built. First, a stoneware pipe culvert was built. This did not please the district engineer. He reported to the Chief Engineer, who ordered the pipe culvert to be torn up, and the beam culvert to be built. The quantity of the work in this culvert does not bring the total quantity of work executed up to the bill of works quantity." This, however, appears to have been the result of the works as done interfering with private rights and rendering necessary this culvert, which was made according to the evidence after the works, as laid out, were finished, and in that light may be considered as work independent of the contract. The contractors had to bring their men back from Moncton and re-open their quarries for the making of this culvert.

As regards the Item 34, one of those under discussion, forming the third charge of this work, there is a conflict of opinion even among the engineers. Mr. Henshaw said: "If the culvert was extra, this was extra as well." Again he said: "Thinks it was nothing but a catch-water drain, and provided for in the contract." Mr. Schreiber said: "Certainly a part of the contract." The evidence given in support of this item is very meagre. It was given before Mr. Shanly as follows:—

"Q. Is that still the same culvert?—That outlet had to be carried down nearly a mile to Hill's mill. It refers to the diversion at Hill's mill. But it is manifest from what we have stated that this work was found necessary to carry water to Hill's factory, of which it had been deprived by the water from the Amherst ridge cutting being taken to McKinnon's, and we are of opinion that the work was part of the system of water works designed to supply water to that factory, and that these items should be allowed at \$675 + 102 + 690, in all, \$1,467.

Item 35.

Brook diversion from McKinnon's shanty, peg 203 to 223,
518 yds., at 30c. \$155 40

This work was in connection with the last three items, to furnish water for Hill's factory. Mr. Grant, one of the original contractors, stated that the statement of Mr. Henshaw that there was a sort of catch-water drain, was not correct, but it was a brook diversion for the purpose of fetching water from a pond some distance away. That it was, in fact, another branch of the same works, designed to satisfy Mr. Hill's demand for water, one of several branches to the stream to Hill's mill.

We think the circumstances attending the cutting off of the supply and the works undertaken to make it good from other sources, make it probable that the claimant is right, and that this is an extra work following in the wake of the last three items.

We therefore allow the item \$155.40.

Item 36.

Embankment and widening 3 ft. more than specified,
over arch culvert, 2,500 yds., at 25c..... \$625 00

The embankment was finished at the specified width of 18 feet, and was required to be widened 3 feet, for the purpose of laying a double track.

No evidence was given in contradiction, but Mr. Schreiber stated that "the bank was only 18 feet wide when they called it finished," and that it was ordered to be increased 3 feet. He recommended that it should be allowed as an extra.

On the evidence, we think this ought to be treated as work independent of the contract, and we allow \$62.50.

Item 37.

Box drain, 2,000 feet, at \$10 per hundred..... \$800 00

The evidence does not show that this work was done under such circumstances or in such a locality as would enable us to treat it as independent of the contract.

We think it is covered by the bulk price, and allow nothing for it.

Item 38.

Main drain, extra, through rock, partly at Fort Lawrence cut and Amherst ridge, 7,000 ft., less 2,000 ft., charged in Item 37, 5,000 ft., at \$30 per 100 ft.. \$1,500 00

The evidence shows that in this work 4,164 yards were moved beyond the quantity estimated in the bill of works, but there is no other reason why it should be allowed as an extra, and we think for reasons stated in our general report, that the quantities executed being more or less than the quantities originally estimated is no reason for adding to or taking from the bulk price. A different rule would work much to the disadvantage of these and all other claimants, because, in fact, the work was finished at quantities which, on the whole, were less than the bill of works stated.

We allow nothing on this item.

We set out in Schedule B, hereto appended, the items allowed by us, and show how the account stands with those items credited to the claimants.

In our judgment, Her Majesty was, on the 1st day of February, 1873, indebted to Messrs. Davis, Grant & Sutherland, and is now indebted to the claimants, in the sum of \$3,077 for work connected with the construction of Section 11 of this railway, and should the right to charge the contractors with the omission of the wooden superstructure for bridges be waived, this liability would be increased by \$5,518, making it altogether \$8,655.

We now take up the claim concerning Section 23. Messrs. Sutherland, Grant & Co. were the contractors for this section, 27½ miles long, Mr. Davis, one of the partners in the construction of Section 11, not being interested. The contract, which was dated 1st December, 1870, provided for the completion of the work by the 1st July, 1872, at the bulk price of \$276,750.

The contractors, as a business firm, failed, as before mentioned, and went through the Insolvent Court, this claim being advanced by Messrs. Starr and DeWolf as their assignees. Before taking up the claim for full investigation, we have to learn whether it is within any of the classes which, by the terms of our Commission, are excluded from our enquiry. We find it is not, unless it is a "claim arising out of, or connected with a contract, the performance of the work under which was legally taken out of the hands of the contractors, and in regard to which the work was completed at a loss to Her Majesty."

The works being far from finished a year after the time specified, the Commissioners, in due form, and as prescribed by the contract, notified the claimants of their intention to take the work out of their hands and complete it themselves; and in September, 1873, they took possession and carried forward the construction and completed the section about 1st November, 1874.

We have, therefore, no difficulty in deciding that the work was legally taken out of the hands of the contractors, but whether it was "completed at a loss to Her Majesty" involves a more lengthy investigation.

The contractors had been paid \$244,000 on work done before the section was taken out of their hands; and after that, the Government expended the further sum of \$124,950, bringing the total cost of building the section to \$368,950, or \$92,200 in excess of the contract price.

This fact, however, does not, of itself, show that the work was finished at a loss, for we understand that the work alluded to in the 1th exception of our Commission is the work which the contractors were to do for the bulk price. If, therefore, the money paid to them, while in charge of the construction, and by the Government afterwards, covered work beyond what the contract called for, or materials or property, if any, which the contractors were not bound to finish for the bulk price, the value of that additional work and materials and property must be deducted from the

whole sum paid, in order to see what the cost was of the contract work alone, and that necessitates our enquiring, at least, into all those items of the present demand, which are claimed for any such extra work, materials or property.

Although the propriety, as well as the fact, of this expenditure (\$368,950) is disputed by the claimants, and although Mr. Woodgate, a civil engineer, whom they employed to measure the work and examine the state and condition of it, as left by them at the time of the assumption of it by the Commissioners, reported to them that an expenditure of only \$43,310 would fulfil the contract, we have to say that, after a full enquiry into the matter, we consider the alleged expenditure by the Commissioners fully established by the evidence before us. This includes the payment of a considerable sum for wages overdue by the contractors to their workmen, and which, under the facts as they existed, and under the terms of the contract, was properly paid by the Commissioners and charged to the contractors.

It includes, however, some things, also, which must be credited to the claimants as outside the contract work, and which we point out more circumstantially, as we deal hereafter with the several items of the claim; but the result of crediting those items is not to turn the balance in their favor—it merely reduces it from \$92,200, as before mentioned, to a smaller sum against them.

The particulars of the claimants' demand concerning Section 23 are set out in Schedule C, hereto appended. To dispose of the 59 items there specified, one by one, would lengthen this report unnecessarily, and we deal with some of them in classes.

The whole claim concerning this section is stated in the particulars at - - - - -	-\$643,602 00
This includes the contract price - - - - -	276,750 00
Remainder - - - - -	-\$366,852 00

This remainder, \$366,852, is for extras and for damages. We have just explained, that before deciding whether the work was finished at a loss we must consider the value of the extras, if any, supplied by the contractors, but we must not take into account the damages claimed by them; and, therefore, if by excluding the items relating to damages, and such others as we think are not supported by the evidence, those which remain amount to less than \$92,200, then, according to our views, it will be demonstrated that the works were finished at a loss.

We proceed, in the first place, to show that there are items which must be excluded, whereby the claim for extras is reduced below \$92,200.

Items 3, 18, 19, 23, 35, 40, 44, and \$2,760, part of Item 45, amounting in the aggregate to \$111,564.20, are virtually for damages; they are for savings which it is asserted might have been effected by altering the line or grade at different points, or by other changes which the contractors either suggested at the time or have since decided on as improvements to the plan on which the work was completed.

The shape of these items suggests that it was the duty of the Government to build this section according to the designs of the contractors and not those of the Chief Engineer, and that whereas the contractors' design would have cost them less than that which was actually followed, they are entitled to be paid the saving which they would have made, but have not made, owing to the stupidity or obstinacy of the Government engineers. This theory is so contrary to the plain bargain made between the parties, that it would be at once rejected, irrespective of the fact that it is one sounding entirely of damages. Indeed, the claimants' counsel before us virtually abandoned these items, and they are disallowed. This reduces the claim now under discussion from \$366,852 to \$255,288.

We now go to Item 52, for advance in price of labor and materials, &c., \$70,000.

Mr. Grant testified that "the Government took the next section to us, and immediately raised the wages and took our men from us, though we had got them there at great expense, &c.," and he added, "iron also increased 50 per cent. after we took

the contract—the prices of picks, shovels, rails, &c.” This explanation shows how this claim has been made to assume such formidable proportions.

We reject Item 52 without hesitation, and the claim for extras, &c., is reduced from \$255,288 to \$185,283.

Item 55.

Contingencies—Cutting and making roads, portages, all along line, building, &c. - - - - - \$25,000 00

Mr. Grant gave the following evidence in support of this item:—

“That it is an item in the contract for omissions and contingencies. The section was through an unbroken forest, and there was not a house on it, and we were obliged to cut portaging roads from different points to get in supplies and plant to the different cuttings. We had not a house or a road leading to the section; we had to make portage roads and haul all our provisions in summer on sleds until we could get a line graded, and there was great difficulty in getting men and their families in, for the very many unforeseen difficulties we had to contend with. I think that the amount charged is but a fair allowance for it, to say nothing of the mental anxiety we had to undergo.

This item must be rejected, and reduces the claim under discussion from \$185,288 to \$160,288.

Item 58.

Loss and damage from malicious reports by engineers...\$40,000 00

This item is for damages caused by the alleged wrongful, and, in most cases, malicious action of the Government officials, and it must be rejected, thus reducing the claim under discussion from \$160,288 to \$120,288. There are other items relating entirely to alleged damages, and which we should be obliged to exclude from the preliminary question of jurisdiction, even if they were supported by evidence, but we have seen no reason to think that they could be allowed, in whole or in part, if we were called upon to report upon their merits. They are: Item 14, damage to masonry, \$450, and Item 57, loss for delays, &c., \$6,000; in all, \$6,450.

The exclusion of these reduces the claim now under discussion from \$120,288 to \$113,838.

Item 54.

Stock of plant and material taken possession of by the Government..... \$25 000 00

Mr. Grant gave evidence, before us, in support of this item, and confidently described the property covered by it, such as horses, dump cars, carts, waggon, shanties, stores, blacksmiths' shops, &c., all of which he declared had been taken possession of by the Government and used without any compensation, and one of the present claimants stated to us that he had made a bargain for the hire of this property to the Government at a large figure and had got nothing on account of it; but at the hearing these witnesses were confronted with the following documents:

1. A letter dated 31st December, 1873, from Starr and De Wolfe, authorizing Mr. Grant, as their agent, to sell and dispose of such of the plant as he thought fit.

2. A bill of sale, dated 13th January, 1874, from Mr. Grant to Her Majesty, of a list of “railway plant now on Section 23, and being used and in use by James Pitblado, manager, from the time of his taking charge of the section,” with a receipt in full of “the purchase money, \$1,399.66.”

3. A receipt signed by both claimants in the following words:—

“Received from the Commissioners appointed for the construction of the Inter-colonial Railway, by cheque No. 2980, the sum of eighteen hundred and eighty dollars and ninety cents, being for account of Messrs. Sutherland, Grant & Co., contractors for Section 23, and in full payment for use and purchase of plant, and in full of all demands in connection with said plant on Section 23.

“CHARLES DE WOLF,
“JOHN STARR.

“THOMAS C. DU PLESSIS, Witness.”

This demand was urged before us in spite of facts which disprove it, and which ought to have been well known to the claimants and their witness, Mr. Grant. Indeed we must say that the evidence in corroboration of the claimants' allegations concerning Section 23, was generally of a very vague and unsatisfactory character. Mr. Grant and Mr Sutherland, two of the original contractors, were witnesses, as well as Messrs. Starr and De Wolf, the present claimants.

Mr. Sutherland was a stone mason, and had given his attention principally to building the structures. He was not able to throw much light on the main features of the transaction. Mr. Grant, who had taken the more active management of the firm's affairs on the section, had, for some time before his giving evidence before us, been suffering from a severe illness which, coupled probably, with his having lost all pecuniary interest in the subject, left his memory apparently unretentive and manifestly a very unsafe guide, while Messrs. Starr and De Wolf, not having taken a part in the practical part of the work, had been obliged to rely largely on the statements of others concerning the matters in dispute. We must, however, say not only was there a marked absence of convincing testimony in favor of the demand, but that what was given showed most of the claim to have been framed without much regard to the facts, or even the probabilities of the case. The rejection of this Item 54, reduces the claim now under discussion from \$113,838 to \$88,838, a sum below the balance of \$92,000, shown to be against the contractors as aforesaid, and this state of the account is not altered by the fact that the Government obtained some of the plant, because the \$244,000, with which we started as the total outlay by the Government, was all paid out before 1874, and was, irrespective of the two sums, \$1,399 and \$1,880, paid, as aforesaid, to Grant, and to Starr and De Wolf.

The effect of what we have said is, that the works were finished at a loss, and under the language of our Commission, it is not absolutely necessary for us to report further on this claim. Inasmuch, however, as we did not proceed with the preliminary enquiry by the method now taken to show the results; but heard evidence as it was offered, from item to item, and after considering that we have formed opinions on what could be allowed on the various demands for extras, it may be well not to leave the balance of the claim, \$88,838, altogether unexplained. The effect, however, of stating our views on the items not yet taken up, can only be to show by what amount the loss was, in our opinion, reduced below \$92,200. A large part of this \$88,838 yet to be disposed of, finds no support in the evidence.

Items 2, 20, 21, 22, 24, 25, 26, 27, 36, 41, and \$2,460, part of Item 45, and which amount, in the aggregate, to \$10,542, are, in substance, claimed for hauling rails, furnishing sleepers and laying track on different portions of the line, intended to be used, and of which most were used by the contractors in the prosecution of their contract. The rails were of iron, and were loaned by the Commissioners, entirely for the benefit of the contractors, but since the works were taken out of their hands they have claimed compensation for this outlay, on two grounds. They say that a portion of the track thus laid became eventually the permanent way, and that as such, the work done by them was of advantage to the Government, and entitles them to be credited with the saving thereby effected. The evidence does not show such a positive advantage, in this respect, as would enable us to credit them with any substantial amount.

In many of the places referred to in these items, there never was any permanent way, for they were off the main line, and in those on the line, these iron rails were taken up and replaced by steel. It may be, that if a strict account were possible, it would show that after the work of construction was completed some of the sleepers were still so useful as to be more than a set off to the depreciation of the rails while used in construction, but without such an accounting, and that is not now feasible, we cannot say that the contractors are entitled to any allowance on this track-laying, &c., because of its value to the permanent way.

They further contend, that all events, the Government, while finishing the work, reaped the benefit of this labor and material supplied by them, and that on that score they should be paid something. It is true that, but for these facilities, the

the cost of finishing the work would, probably, have been more than it was, but if it had been, then that increase would have been chargeable to the contractors. As it is, the Government charges no more than was expended in finishing the road after these facilities were furnished.

We next take up a series of items, which are based on changes of design, alleged to have been made after the contract was signed, and which relate, principally, to structure of masonry. The items are: Nos. 8, 9, 10, 11, 12, 13, 15, 16, 17, 30, 31, 32, 33, 34, 37, 39, 46, 48 and 56, and amount in the aggregate to \$19,768.

As in other cases, these contractors claim, in effect, that in every instance and for each structure where there was a change of design, which cost them more than the first design would have cost, they are entitled to be paid the increase, though in other places similar changes may have saved them more than enough to counter-balance all the increases.

The language of the contract, particularly clause 4, is a very strong answer to this kind of demand, and it is not unlikely that a court of justice would hold that, under the wording of the agreement, changes of design directed in good faith by the Engineer, as necessary to the completion of the work undertaken for the bulk price, were to be followed by the contractor, without compensation, even though this should increase the cost to the contractors of the work, as a whole, beyond that of the original plan.

But, at all events, as we have explained at some length in our general report, we have come to the conclusion that, though by taking some isolated piece of work the contractor might be able to show that it had been made more expensive to him than it would have been if the original design had been followed, yet, when the changes of design do not, on the whole, increase the cost of the work to him, he cannot recover, as a matter of right, any compensation beyond his bulk price. And it is not necessary to go further than this to see that there is no good reason to pay these claimants any extra compensation for increase of masonry due to changes of design; for, after a full investigation, we find that the masonry on the whole section, as finished, including the first and second-class of the work and the accompanying items of concrete, paving and cement, was less valuable, or, at all events, no more valuable than what was expected to be done and was in the bill of works stated as requisite. So that, unless there be some special circumstance in addition to the increase of masonry in any one of these structures, we should hold that the contractors were obliged, for the bulk price, to finish it as it was finished. This view of the case obliges us to strike out of each of the items that portion which relates solely to the increased quantity, if any, in masonry, leaving the items to be then disposed of on other considerations, and there are, in some instances, such special circumstances as enable us to credit the claimants with portions of the demand.

We proceed to deal with each item of this class.

Item 8.

Alteration in culvert, Station 90—increased size, &c..... \$425 00

This change is based on the fact that the size of the culvert referred to was increased after the contract was signed, and it is explained in the evidence that the amount claimed includes the value of some masonry beyond what would have been required in the original design. For the reasons just given, we allow nothing for that increase, but after the contractors had drawn to the spot, in winter, all the stone that would have been necessary to carry out directions which had been given by the engineers, the size of the culvert was increased, and they had to draw additional stone in summer, when transportation was more expensive than in winter. Circumstances of this kind were not taken into consideration by us, in comparing the value of the whole masonry as done on the section with that originally designed, for we applied uniform rates to the work as first intended and as finally executed in each class; therefore, we think something ought to be allowed for this transportation and for other work, but the evidence is so loose that we can do no more than adopt a rough approximation, and we credit the claimants with \$100 on Item 8.

Item 9.

Alteration in centre line in cut and embankment, from
Station 120 to 140..... \$100 00

Although this item, like most others of the class, is based upon a change of plan, it differs from them in not relating to a structure of masonry.

The widening of the embankment at this place was to do away with a curve in the original plan. It was virtually a change of location to that extent; and on the evidence, we think the contractors should be allowed their charge, which, according to Mr. Grant's evidence, is the actual cost of the increased work at schedule rates. We allow \$100.

Item 10.

Altering span of culvert, Station 155, from 8 to 10 ft.. \$2,000 00

The facts on which this charge is made are somewhat similar to those relied on in support of Item 8, but in this case the cost to the contractors was much more seriously increased by the change of design, and irrespective, too, of the larger quantity of masonry, which was considerable, that, according to the evidence of Mr. Blackwell, the resident engineer, was increased at least 50 per cent. After the culvert at this point had been partly constructed on the original design, Mr. Light, the district engineer, judging from the action of the stream in that neighborhood, after the contract was let, decided that the culvert for this place should be enlarged, and that such portion of the masonry as was necessary to be removed should be taken down and rebuilt. The arch of the new design being on a larger circle than the first one, the stones prepared for the original culvert had to be recut, at some expense. The masonry foundation below the wall, which was removed, was altogether lost to the contractors, for it was left where it was first put. These special circumstances, we think, entitled the contractors to some allowance. The difficulty is, at this length of time, to procure such evidence respecting the details as would enable any one satisfactorily to name the proper amount.

We think it clear, for the reasons already given, that if the work, as finally executed in this locality, had been ordered, in the first place, by the engineer, these contractors would have no claim; but inasmuch as they obeyed the official directions and partly constructed such a culvert as was deemed sufficient, and were afterwards obliged to furnish another and a different one for the same place, they ought to be paid something extra. The difference between their views and ours is that they think it is the whole value of the new one and of the work in removing the former one, so far as that exceeds what would have been the value of the one first designed, while we think it was only what was expended on what proved to be the useless portion of the first culvert, together with the outlay in cutting the arched stones and the labor in removing the material which was in the way of the new structure. An attempt was made, about the time of this change, to fix the proper allowance to be made to the contractors, and the engineer estimated \$851. Without feeling sure that our conclusions are more correct than theirs, we have decided that, on the evidence, the claimants ought to be credited with \$1,140 on this item.

Item 11.

Loss through size of culvert being increased..... \$1,000 00

Item 13.

Amount of extra building in structure..... \$1,000 00

Item 48.

Buctouche bridge, Station 1,169—increased size; cement
instead of mortar..... \$ 150 00
Cut stone in structure 1,200 00

There is no special circumstance connected with any of the work here mentioned that takes it out of our general conclusion already given concerning masonry, or enables us, for any reason, to allow anything extra.

We allow nothing on Items 11, 13 and 48.

Item 12.

Difference of building culvert with cement instead of lime mortar \$500 00

Under the specifications, we think the cement used was properly insisted on by the engineers, in such portions of the masonry as were to be built with hydraulic cement, and as to those portions where ordinary lime might have been permitted, we have taken the use of cement into consideration before deciding that the changes of design did not make the masonry, as a whole, more expensive than it would have been as first planned, and we allow nothing on this item.

Item 15.

Culvert, Station 224—alteration in size..... \$1,000 00

Item 16.

Extra building on same..... \$3,000 00

Item 17.

New centring \$100 00

These items are based, partially on the increase of masonry caused by change of design, and partially on facts somewhat similar to those mentioned in our remarks concerning Items 8 and 10.

As far as the increase of masonry is concerned, for reasons already stated, we allow nothing, but the special circumstances induce us to credit the claimants on the three items, with centring at \$100, and the extra expense, by doing some of the other work twice, \$240, in all \$340, on Items 15, 16 and 17.

Item 30.

Station 556, North River—plan of structure altered three times..... \$1,600 00

Item 31.

Making centres, not used..... \$200 00

Item 32.

Building with cement instead of lime mortar..... \$700 00

Item 33.

Extra masonry, raising abutment..... \$300 00

Item 34.

Extra masonry, raising abutment, dry..... \$1,235 00

Concerning this locality, the evidence shows circumstances somewhat similar to those on which we have made allowances on Items 8 and 10, as aforesaid.

In this case, after the stone had been cut to suit the first design, additional stone had to be quarried and hauled in summer, and cut to suit the new design, the structure having been changed from a 12 feet arch culvert to a bridge of 50 feet span, with two abutments.

For the reasons already mentioned, we can allow nothing on Item 32 for the cement, nor on Items 33 and 34 for increased masonry, but on Items 30 and 31, for the work really done twice, we think the contractors ought to be compensated beyond the bulk price; and on the evidence, we fix \$540 as the proper allowance, crediting that sum on Items 30, 31, 32, 33 and 34.

Item 37.

Station 695, South Locamie structure, plan of bridge altered, &c.....	\$1,300 00
Extra quantity of cement, \$1,560; temporary bridge, \$150.....	1,710 00

For reasons already given, we can allow nothing for the alleged increase of masonry. A temporary bridge, however, was built, not as part of the contract, but for the convenience of the contractors in carrying on their work, and it was used by the Government while finishing the adjoining section No. 22, after it was taken out of the hands of Messrs. Cummings & Co., the contractors, and on that account we think something should be allowed for the use of the bridge. In fact, in the progress estimates, an amount was mentioned by the engineers to cover this claim, but in a later item (No. 50) these claimants make a charge, which we think, covers the use of this and all other portions of the work on Section 23. In dealing with that item, we allow a bulk sum for all these places, and allow nothing on this item.

Item 46.

Canaan cut, increase in size.....	\$1,568 00
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For reasons already given, we can allow nothing for the alleged increase in masonry, though the structure was enlarged from a 6 feet to an 8 feet culvert, but the changes of design caused some work to be done twice and some was done that turned out to be useless and unnecessary for the work, as completed. The amount claimed, however, on account of these special circumstances, is not substantially supported by the evidence. That leads us to say that \$80 is a sufficient allowance, and we credit that sum on Item 46.

Item 39.

Cement condemned by engineers, used by Government in structures, but not allowed.....	\$ 80 00
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Item 56.

Purchase of lime and hauling same, not used.....	\$600 00
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All claims connected with the change from lime to cement have been considered by us, before we decided that the whole masonry as built was no more expensive to the contractors than if the first design had been strictly adhered to, and, therefore, we allow nothing on this item.

This finishes the class of charges which we mentioned as based principally on an alleged change of design, and a consequent increased cost to the contractor.

It will be noticed that out of the \$19,768 claimed on this class of items, we have allowed \$2,300; of the remainder disallowed, \$7,863 was for masonry and \$9,605 for demands on other grounds.

Item 6.

Temporary road used by Government for hauling water pipe, &c., for water supply from Station 15 to 147— • total cost, \$1,250; one-half.....	\$625 00
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Item 7.

Keeping in repair and grading line when damaged by teaming on same.....	\$330 00
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Item 28.

Use of temporary bridge at North River.....	\$200 00
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Item 43.

Temporary bridge about peg 940.....	\$50 00
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Item 49.

Expenses levelling and trimming grades after being finished, between Barry's Mills and North River... \$1,700 00

Item 50.

Expenses—Damages to grading and cutting up roadway for supplies for Section 22..... \$4,000 00

As already intimated in our remarks on Item 37, there is ground for the contractors' allegation that they were put to some extra expense in keeping their works, roads, bridges, &c., in proper shape, owing to the use of them by the Government for the transportation of supplies, &c., to and from Section 22, which had been taken out of the hands of Messrs. Cummings & Co., and was completed by the Crown. Mr. Grant testified that his firm and Messrs. Cummings & Co. had made a mutual agreement, by which the latter firm was to have the use of the works on Section 23, as a road, and to pay therefor the sum of \$4,000. No part of this \$4,000 was actually paid though Cummings & Co. travelled over the works for some time before they left Section 22.

In the present demand Messrs. Starr and De Wolf seek compensation, first, in separate items, for the use of separate places as roads, and then (in Item 50) \$4,000 in a lump sum, principally because Cummings & Co. had, as aforesaid, promised that amount for the use of the whole of Section 23, for the purpose of transportation during the construction of Section 22.

The evidence shows that though Messrs. Grant, Sutherland & Co. were using the same roads and had necessarily to expend moneys in repairs, &c., their expenditure was somewhat increased by the additional traffic to and from Section 22, and we think that that the Government is, on the evidence, liable to pay a fair price for the privileges of using Section 23 as a road, as aforesaid, and though the period was only part of that promised to Messrs. Cummings & Co., we fix the price at \$4,000, as charged in Item 50, but disallow the minor Items 6, 7, 28, 43 and 49.

Item 51.

Ballast, &c, taken from cuttings by Government, and some borrowing \$12,000 00

This charge is made on the allegation that rock, after it was excavated and ready for use in embankments, was, at the request of the engineers, reserved and measured, and left piled in heaps, in cuttings, in order that it might afterwards be used by Government for ballast, and that this made it necessary for the contractors to borrow, for the embankments, an equivalent quantity of earth. These facts are fairly established by the evidence. The questions for decision are the quantity so borrowed and the rate to be allowed for it. Although not clearly established, we think, on the evidence, we have no course but to call the quantity 10,000 yards of rock, and we think this, if placed in the embankment, would have saved the excavation of about 20,000 yards of ordinary earth. A cubic yard of rock taken from its original position, broken up and placed in an embankment, occupies an increased space. The increase varies in different places according to the nature of the rock moved, the size of the pieces into which it is broken, &c., but it may be said that generally the space is increased by 50 per cent., in addition to which the slopes of an embankment of rock are much steeper than one of earth, whereby an embankment of any given width at the top contains, on the whole, less cubical contents of rock than of earth, and on this account we have to make an allowance beyond the one and a-half before mentioned.

We credit the contractors with 20,000 yards of earth borrowed as an equivalent to the 10,000 yards of rock. This, at their schedule rate, is \$4,800, which we allow on Item 51.

The next class of items which we take up relates to various increases of work over that required to carry out the original design, alleged to be done, and under such circumstances as to make them not covered by the bulk price of the contract.

Item 1.

Extra mileage measurement in embankment near station at Moncton in consequence of widening and spreading same..... \$15,000 00

Item 4.

New ditch, cut from Station 27 to 55..... \$116 00

Item 5.

Ditch altered, Station 38 to 68, and cross-ditch..... \$500 00

Item 38.

North Cocamie in hands of Government, two sites laid out, extra excavation in consequence, re-excavating embankment..... \$300 00

Item 42.

Bog at Station 920, poled and brushed, not on plan or contract \$5,000 00

Item 47.

Extra grubbing in ditches, borrow-pits, widening cuts, and flattening slopes..... \$5,000 00

Item 53.

Increase in earth-work caused by raising many of the embankments \$6,600 00

Mr. Grant, one of the contractors, explained that Item 1 was charged on the theory that though the bill of works called for making a Y at Moncton station, it did not call for the grading, levelling and spreading which actually took place; but Mr. Grant's memory was as we have already mentioned, very defective, for this is the language of the bill of works concerning the material which was used at this place: "This surplus excavation to be employed in grading a Y, and as may be directed, in levelling and grading Moncton station."

It may be that the contractors did not fully understand what they were undertaking when they made their tender, and seriously supposed this work would be an extra, but we incline to the opinion that this item appears in the claim in deference to the view of Mr. Woodgate, before mentioned. He was an engineer employed by Messrs. Starr and De Wolf to examine the work then done on this section and, as we gather from a perusal of his report, dated September, 1873, mainly with the object of formulating a demand against the Government. We have already mentioned that he had estimated the cost of finishing the work by the Government at \$43,310. This result was arrived at, as he explains, by taking amounts for which he thought certain portions of the work could be done, if such changes were made in the design as he thought might be made with advantage, but which the Government engineers were not adopting.

Concerning this work in Item 1, he says: "The filling in of the Y at Moncton is claimed by the contractors as an extra, it necessitating the spreading of the earth by means of many waggon roads. Though there is a clause in the specification providing for this work, I have returned this as an extra in the general summary."

We allow nothing on Item 1.

Items 4 and 5 are for work which we think is clearly covered by the contract. As to Item 38, it appears that a portion of the embankment was removed after it had been made up according to the directions of the Government engineers, and for this we think the contractors are entitled to some credit in the accounts, but it is difficult, from the vagueness of the evidence, to fix upon a proper amount. For want of any better opinion, we allow the whole charge concerning the embankment—\$300 on Item 38.

The use of any bridge by the Government is covered by our allowance on Item 50.

At the North Cocamic (the place here mentioned) a 20 feet bridge was built, no change being made in the design, and the evidence does not justify any allowance on account of the stone laid down as alleged.

As to Item 42, the evidence shows that the contractors had to build the road through a bog which was deeper than they supposed it to be, and their work was no doubt increased by this unexpected difficulty. Mr. Blackwell, the resident engineer, in his evidence before Mr. Shanly, thought he had estimated the increased work to be worth \$2,000, but we do not see how we can say the Crown is liable to pay for this increase of work without ignoring a principle which, as stated in our general report, has governed us throughout the investigation of these cases, and which we there formulated as follows:—

“A contractor is not entitled to additional compensation because, in the progress of the work, the physical features in a locality (being different from those expected) made a change of design, other than in grade and location, unavoidable, though the expense was thereby increased beyond that of the first design, nor is he liable to be charged with any saving where the locality required a less expensive design than that first planned.”

We think this work was covered by the contract price.

Item 29.

Extra rock taken from North River cutting..... \$4,627 00

This is for rock alleged to be excavated at the place named, beyond what was estimated and given in the bill of works as requisite, but the quantities thus given were expressly stated to be not guaranteed; and on the principle just quoted in our remarks on the last item, we must disallow this one.

As to item 47, the evidence does not show that any such work was done beyond what the contract covers. Mr. Grant testified in effect that Item 53 is based, not on any change of grade, but on the fact that the embankment built up to the level, originally planned, did not subside as much as was expected, whereby the contractors have really furnished a permanently higher embankment than was intended; the principal explanation being that the use of the works, as a road, by the contractors themselves, by Messrs. Cummings & Co., and afterwards by the Government, had made the earth more compact than it otherwise would have been, and, therefore, the expected shrinkage did not take place. Neither the contractors nor the engineers foreseeing this result, the contractors put into the work more earth than would have probably answered the purpose. We do not, however, think that a good reason for declaring the Crown liable to pay the contractors a price beyond the bulk sum. If the contractors urge that the use of the embankment as a road by the Government helped to compress it, so as to require more earth to reach the level of the original grade pegs, the answer is, for that use the Crown is charged \$4,000 in Item 50.

Item 59.

Interest on moneys advanced \$27,675 00

The last item to be considered is No. 59 for interest.

As, in our view, these contractors are not entitled to recover any principal money, there is no necessity to discuss the question whether the Crown is liable to pay interest as damages for the detention of a sum overdue and unpaid.

We show in Schedule D, hereto appended, the items concerning Section 23, allowed, as aforesaid, by us, and the result of our findings is that the claimants are entitled to be credited, as extras, with \$11,100 against \$92,200, chargeable to them for money spent beyond their bulk price in finishing the work, leaving them overpaid by \$81,100.

In our judgment, the work on Section 23 was legally taken out of the hands of the contractors and completed by the Government at a loss.

We have already, at page 28, reported our conclusion concerning Section 11.

GEO. M. CLARK & Co.

FREDERICK BROUGHTON,

D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 6th March, 1884.

SCHEDULE A.

The Commissioners of the Intercolonial Railway, or Department of Public Works of the Dominion of Canada.

DRS.

To JOHN STARR, and CHARLES DE WOLF, Assignees of DAVIS, GRANT & SUTHERLAND.
(For the Construction of Section No. 11, of the Intercolonial Railway.)

ITEMS.

1. Amount of contract	\$61,713 00
Extra work on same.	
2. Grubbing and cleaning station ground.....	90 00
3. Raising embankment from Fort Lawrence cut to Missiquash River, above original grade.....	3,675 00
4. Raising embankment from peg 40 to 150... ..	3,513 00
5. Widening cut at Chapman's.....	600 00
6. Widening station ground	450 00
7. Widening cut at Moffat's.....	240 00
8. Excavation of stream diversion and sinking of em- bankment, about peg 105.....	1,200 00
9. Rock excavation at Fort Lawrence cut.....	600 00
10. Rock excavation, Amherst ridge cutting	300 00
11. Reducing embankment caused by engineers forc- ing material to be put where not required.....	690 00
12. Hauling cattle-guard timber from way of embank- ment below foundry.....	5 00
13. Hauling stones from Gordon's Creek, aboideau, borrowing ground.....	152 00
14. Time, carpenters and laborers putting addition to La Planche aboideau sluice, including iron bolts, timber, brass bolts and hinges.....	121 25
15. Removing sleepers at different times from borrow pits and embankments.....	15 00
16. Excavation on large drain at Amherst ridge cutting	528 00
17. Bridge, &c., across Fort Lawrence cut, including excavation.....	1,640 00
18. Small stone culvert at station house, including excavation.....	415 00
19. Road crossing cattle-guards, including three box culverts, &c., about peg 150.....	500 00
20. Road crossing cattle-guards across marsh at peg 90	450 00
21. Two wooden culverts at Christie's mill, including excavations.....	60 00
22. Aboideau at Gordon's Creek.....	5,600 00
23. Erecting furnishing material and completing tem- porary bridge across Missiquash River.....	1,600 00
24. Fencing borrow pits.....	234 00
25. Sinking foundation of west wall of arch culvert at Moffat's and lifting and laying masonry.....	340 00
26. Amount claimed for damages, as described in prayer of Petition from fifthly to tenthly, not less than 50 per cent. of amount of contract	30,856 50
27. Ditching from Douglass, land to arch culvert, from 1,600 to 2,000 yds., half rock 75c.....	1,200 00
28. Widening approach road near Christie's mill and lengthening wooden box culvert and raising ditto above grade.....	50 00

ITEMS.

29. Raising Mrs. Moffat's road crossing above grade and making two small bridges.....	29 00
30. Moving fence at station ground	27 00
31. Continuation of brook diversion from peg 198.....	39 00
32. Culvert at ridge, 45 c. yds., \$15.....	675 00
33. Excavating foundation of ditto, half rock, 102 c. yds., \$1.....	102 00
34. Inlet and outlet to ditto, excavating large boulders and clay, 2,300 yds., 30c.....	690 00
35. Brook diversion from McKinnon's shanty, from peg 203 to 223, 518 yds., 30c.....	155 40
36. Embankment and widening 3 ft. more than specified over arch culvert, 250 yds., 25c.....	62 50
37. Box drain, 2,000 ft., \$40 per 100 ft.....	800 00
38. Main drain, extra, through rock, partly at Fort Lawrence cut and Amherst ridge, 7,000 ft., less 2,000 ft. charged in item 37, 5,000 ft., \$30 per 100 ft.....	1,500 00
	<u>1,500 00</u>
	\$120,917 65

1870.	Cr.	
Feb. 19. By Cash.....	\$1,891 00	
March 12. "	1,442 00	
April 13. "	1,349 00	
May 12. "	1,890 00	
June 15. "	3,060 00	
July 7. "	3,539 00	
Aug. 8. "	6,016 00	
Sept. 10. "	9,342 00	
Oct. 12. "	10,150 00	
Nov. 14. "	4,824 00	
Dec. 13. "	1,350 00	
1871.		
Jan. 14. "	904 00	
March 16. "	5,000 00	
Aug. 16. "	2,250 00	
Nov. 25. "	1,500 00	
	<u>54,507 00</u>	
Balance due Jany. 1st, 1872....	\$66,410 65	
Interest on Balance to Feb. 7th, 1873.....	5,132 20	
	<u>\$71,542 85</u>	
1873.		
Feb. 7th. By Cash.....	8,668 24	
Balance due as Cash, Feb. 7th, 1873.....	\$ 62,874 61	
Interest to date of payment.		
E. & O. E.		

HALIFAX, 12th April, 1876.

JOHN STARR,
CHARLES F. DEWOLF.

SCHEDULE B.

SHOWING THE EFFECT OF OUR DECISION ON THE STATE OF ACCOUNT.

Contract sum.....	\$61,713 00
ITEM.	
1. Grubbing and cleaning station ground.....	280 00
2. Raising embankment near Missiquash River.....	3,600 00
6. Widening station ground at Amherst.....	450 00
7. Widening cut at Moffat's.....	1,350 00
12. Hauling cattle guard timber.....	5 00
14. Addition to La Planche aboideau.....	121 25
17. Bridge across Fort Lawrence cut.....	843 93
19. Road crossing cattle-guards, &c., peg 150.....	294 00
20. Road crossing cattle-guards, &c., peg 90.....	410 00
23. Temporary bridge at Missiquash River.....	1,600 00
27. Ditching around station ground.....	1,000 00
28. Widening approach road at Christie's mill.....	50 00
29. Raising crossing at Moffat's.....	29 00
30. Removing fence at station ground.....	27 00
32. Culvert at ridge.....	} 1,467 00
33. Excavation of culvert at ridge.....	
33. Inlet and outlet of same culvert.....	
35. Brook diversion from McMinnon's.....	155 40
36. Widening embankment over culvert.....	62 50
	<hr/>
	\$73,458 08
Less payments on account of contract and building Missiquash bridge.....	70,381 00
	<hr/>
Balance due.....	\$3,077 08

SCHEDULE C.

BILL OF PARTICULARS OF CLAIM.

For construction of Section 23 of the Intercolonial Railway.

Amount of contract..... \$276,750 00

Extra Work Beyond Contract.

ITEM.	
1. Extra mileage measurement in embankment near station at Moncton, in consequence of widening and spreading the same, equal to one mile....	15,000 00
2. Hauling rails on embankment next to Moncton and through cut, to peg 48, including double roads in cut, 350 tons, at 50c.	\$175 00
2,000 sleepers, at 20c.....	400 00
Laying track, lifting and packing 1½ miles, 354 yds.....	942 00
	<hr/>
	1,517 00
3. Embankment from station 134 to 166, 175, 35,785 c. yds., half of which could have been saved by changing line short distance to eastward, 17,892 c. yds., at 30c.....	5,367 60
4. New ditch cut from Station 27 to 55.....	116 00
5. Ditch altered, Station 38 to 68, and cross-ditch....	500 00

ITEM.

6. Temporary road used by Government for hauling water pipes, &c., for water supply, from Station 15 to 147; total cost, \$1,250; one half.....	625 00
7. Keeping in repair and grading line when damaged by teaming on same.....	330 00
8. Alteration in culvert, Station 90, increased size, causing extra expense hauling stone in summer, instead of winter on snow roads, when quarry was open.....	425 00
9. Alteration in centre line in cut and embankment, from Station 120 to 140.....	100 00
10. Altering span of culvert, station 155, from 8 to 10 ft. re-cutting arch, taking down arch, raising and re-building abutments, taking out and lowering centre walls.....	2,000 00
11. Size of culvert being increased twice, involved opening of quarries, removing plant, tools, &c., and making new centrings, causing loss at least.....	1,000 00
12. Difference of building with cement instead of lime mortar, as ordered.....	500 00
13. Amount of extra building in structure.....	1,000 00
14. Damage to masonry of culvert Station, 155, and re-building, being exposed to wet weather on Sabbath day, having been displaced by bars or levers.....	450 00
15. Culvert Station 224, size altered twice, causing extra expense opening quarries and hauling stone in summer.....	1,000 00
16. Extra building on same.....	3,000 00
17. New centring.....	100 00
18. From station 193 to 242, 100,000 c. yds., of which fully three-fourths of this quantity could have been saved by keeping to the eastward, 75,000 c. yds., at 30c.....	22,500 00
19. Also, two-thirds of 610 yds. masonry, 407 c. yds., at \$11.....	4,477 00
20. Hauling rails for embankment No. 35, and cutting No. 35 from about peg 225 to 270, including double road and sidings, 280 tons, four and a half miles, at 40c.....	504 00
21. 1,800 sleepers for above, at 20c.....	360 00
22. Laying track, lifting and packing one and a half miles, at 35c.....	942 00
23. Cutting from station 242 to 275, 5,400 c. yds., could have been reduced one half, 2,700 c. yds. at 30c.....	8,100 00
24. Hauling rails from Moncton to North River cut and embankment, from peg 523 to 560, including double roads, 140 tons, ten and a half miles, at 40c.....	588 00
25. Laying track, lifting and packing 1 mile, 354 yds.....	616 00
26. 2,000 sleepers for ditto.....	400 00
27. Use of wood track, North River cut, not previously included.....	600 00
28. Use of temporary bridge at North River.....	200 00

ITEM.		
29.	Extra rock taken from North River cutting	4,627 00
30.	Station 556, North River, plan of structure altered three times, re-cutting stone, loss of time on same, including alteration of parapet walls.....	1,600 00
31.	Making centres not used.	200 00
32.	Building with cement instead of lime mortar in structure, difference.....	700 00
33.	Extra masonry, raising abutment	300 00
34.	“ “ “ dry	1,235 00
35.	Catamount cut, Station 670. If the line had been moved about 150 ft. or 200 ft. eastward one-half of the quantity of the rock cut could have been saved, and half the quantity could have supplied the alteration in embankment, quantity shown on profile, rock 10,256, earth 4,121=14,377 c. yds. The above quantity shows slopes $\frac{1}{4}$ to 1 but they were made 1 to 1 which increases the quantity to 1,8477 c. yds. rock at \$1= \$18,477, less half of original quantity shown on profile, 7,188 c. yds at 30c.= \$2,156	16,320 60
	The above shows that had the alteration been made \$16,320.60 could have been saved. The price shown, 30c. per yd. for earth material, which could have filled the embankment, as no other kind was required, doing away with all rock excavation	
36.	Expenses furnishing rails, hauling and laying from Station 665 to 695, including siding and double road, 1,500 yds., at 25c.....	375 00
	Lifting and packing, &c., \$420; 1,500 sleepers at 20c., \$300.....	720 00
37.	Station 695, South Cocamie structure, plan of bridge altered, extra cement instead of mortar.....	1,300 00
	Extra quantity, \$1,560; temporary bridge, \$150	1,710 00
38.	North Cocamie in hands of Government, two sites laid out, extra excavation in consequence; re-excavating embankment.....	300 00
	Amount of stone laid down.....	2,100 00
	Temporary bridge.....	180 00
39.	Cement condemned by engineers used by Government in structures, but contractor not allowed.	80 00
40.	Gallagher ridge cut. If site had been put 1,200 ft. westward, difference of level at that point would be about 20 ft. lower, saving in embankment between Stations 772 and 805, 3,100 c. yds., and bank from 828 to 848, 3,500 c. yds., including about 9,000 c. yds. rock, fully one-half of which might have been saved, including the rock, say. earth 3,900 c. yds. at 30c.	11,700 00
	Rock, 9,000c. yds, at \$1.....	9,000 00
41.	Gallagher ridge cut expenses, furnishing rails, hauling and cutting from peg 808 to 848, including siding and double road, 200 yds. laying, at 25c. \$500 60	
	Lifting and packing.....	200 00

ITEM.			
	Hauling and cutting.....	360 00	
	2,000 sleepers, at 20c.....	400 00	
			1,460 00
42.	Bog at station 920, poled and brushed, not on plan or contract.....		5,000 00
43.	Temporary bridge about peg 940.....		50 00
44.	Canaan cut, alteration to survey would have saved at least three-fourths of quantity of material, 84,700 c. yds., of which one-tenth was rock, say: 8,470 c. yds. rock, at \$1.....\$ 8,470 00 76,230 c. yds. earth, at 30 c.....	22,869 00	
			31,339 00
45.	Canaan cut, hauling rails from Moncton, 2 miles, 140 tons, at \$45.....	\$700 00	
	2,000 sleepers, at 20c.....	400 00	
	Lifting, laying and packing.....	660 00	
	Wood road previously cut.....	700 00	
	Saving in masonry, 230 c. yds., at \$12	760 00	
			5,220 00
46.	Canaan cut increase in size, causing more quarrying and more centring.....	\$500 00	
	Extra building in structure.....	768 00	
	Extra cement in increased masonry...	300 00	
			1,568 00
47.	Extra grubbing in ditches, borrow pits, widening cuts and flattening slopes.....		5,000 00
48.	Buctouche bridge, Station 1169, increased size, cement instead of mortar.....\$ 150 00 Cut stone in structure.....	1,200 00	
			1,350 00
49.	Expenses: levelling and trimming grades after being finished, between Berry's mills and North River, by order of engineer.....		1,700 00
50.	Expenses: damages to grading and cutting up roadway for supplies for section No. 22, mate- rials and keeping in repair.....		4,000 00
51.	Ballast: rock excavation taken from cuttings by Government to be used as ballast, when it could have been put into embankment, and some borrowing.....		12,000 00
52.	Advance in price of labor, materials, &c., since contract was taken, equal to 25 per cent. of amount of contract. This was caused princi- pally by Government undertaking works in the neighborhood and offering larger wages to laborers, thus inducing them to leave contrac- tors' employ.....		70,000 00
53.	Increase in earth-work caused by raising many of the embankments.....		6,000 00
54.	Stock of plant and material taken possession of by the Government.....		25,000 00
55.	Contingencies: cutting and making roads, por- tages, all along line, building, &c.....		25,000 00
56.	Purchase of lime and hauling same to structures when required, but not used, as it was changed for cement, as ordered.....		600 00

ITEM.

57. Loss sustained by delays in supplying plans of masonry and profile of section.....	6,000 00
58. Loss and damages owing to malicious report by the engineer in charge, Mr. Blackwell, to the bank and business men of the neighborhood, that our sureties had failed, and that our credit was ruined.....	40,000 00
	<u>643,602 20</u>

CR.

1871, March 10. By cash.....	\$ 3,600 00
Feb. 28. By cash.....	4,500 00
April 14 to July, 1873. Cash at dry dates.....	235,900 00
	<u>244,000 00</u>
	<u>\$399,602 20</u>

59. Interest on moneys advanced, payments not being in proportion to work done. In July, 1871, when about \$70,000 had been expended and 25 per cent. of the work completed, the payments were only \$14,400, or about 5 per cent. of the contract. 10 per cent. on the amount of the contract would not be an equivalent for damages sustained by withholding payments, equal to	27,675 00
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Balance due as cash, 1st October, 1873... \$427,277 20

SCHEDULE D.

SHOWING THE ITEMS ALLOWED ON SECTION 23, AND THE EFFECT ON THE ACCOUNTS.

Allowed.

Contract sum..... \$276,750 00

ITEM.

8. Alteration in culvert at station 90	\$100 00
9. Alteration in centre lines, stations 120 to 140.....	100 00
10. Alteration in span of culvert, station 155.	140 00
16. Altering culvert station 224.....	340 00
32. Altering plan of structure—North River	540 00
46. Canaan cut, increase in size.....	80 00
50. Expenses: damage to roadway by Government carrying supplies over it for Section 22	4,000 00
51. Ballast taken by Government from cuttings, &c.....	4,800 00
	<u>11,100 00</u>
	<u>\$287,850 00</u>

Deductions.

Cash paid to contractors.....	\$244,000 00
Cash spent by Government	124,950 00
	<u>368,950 00</u>

Balance against contractors \$81,100 00

SPECIAL REPORT ON CLAIM OF E. A. JONES, \$95,141 34.

This claim arises out of the construction of Section 7 of the railway, which the claimant and Mr. James Simpson, by a contract dated 25th May, 1870, for the bulk sum of \$557,750, undertook, as partners, to complete by the 1st day of July, 1871. The rights of the firm have been duly assigned to Mr. Jones, who now makes the claim on his own account. The particulars of the demand are set out in Schedule A hereto appended.

The contract was in the form usually adopted for the Intercolonial Railway. After the completion of the works, the contractors, in September, 1872, presented to the Railway Commissioners a claim of \$124,633 for works which they alleged to be not included in their contract, against which they allowed a credit of \$8,200 for the wooden superstructure of bridges omitted by them.

On 28th May, 1873, the Chief Engineer, not having sufficient information to enable him to report on the claim, was asked by the Railway Commissioners to refer the matter to Mr. Schreiber, who had been charged with the supervision of the works while they were being completed, "with instructions to report all the facts" bearing on the cases, and if he found any of the works named in such claims have been executed, to affix a value therefor, irrespective of the question whether such work shall be called extra.

On July 29th, 1873, Mr. Schreiber made a report, purporting to be correct, of the quantities and prices stated in the contractor's claim. It reduces the valuation from \$124,633, as alleged by the claimants, to \$88,633.

The Chief Engineer did not feel at liberty to recommend any payment on this account to the contractors. We gather, from the correspondence on record, that there had been a difference of opinion between him and the Railway Commissioners on the expediency of letting these contracts under the bulk sum system. He thought it was not, under the circumstances, a desirable system; but, at all events, he did not wish to assume the responsibility of interpreting the contract or stating his conclusions on the rights of the parties.

The Commissioners, after giving further consideration to the subject, instructed Mr. Schreiber to place values on certain classes of work selected and specified by them, which they were willing to allow as extras. This he did, reporting them to be worth \$31,091.

On the 5th February, 1874, Mr. Brydges, on behalf the Railway Commissioners, made a recommendation to the Privy Council, that the matter should be settled according to a statement, which he then submitted, showing the allowance of this \$31,091 to Messrs. E. A. Jones & Co., but charging them with two items, which left only \$12,427 in their favor. The following is a copy of that statement:—

Original amount of contract.....	\$557,750 00
Less wooden bridges, not executed.....	\$ 8,300 00
Less under-drains, not executed.....	10,354 24
	18,654 24
	\$539,095 76
Add amount (for extras) as above.....	31,081 85
	\$570,177 61
Amount already paid.....	557,750 00
	\$12,427 61

This balance was offered to the claimants in settlement of their demands, but they refused to take it on those terms, and in September, 1876, they laid their claim

before the Court of Exchequer by petition of right. Their demand is stated in the judgment of the court as follows:—

1. For culverts built under the order of the Chief Engineer after grading was completed.....	\$ 42,858 07
2. For iron pipes, in substitution of masonry.....	3,556 00
3. For additional rock in cuttings.....	41,285 50
4. For sundry errors in bill of works.....	11,311 70
5. For rebuilding sundry works.....	5,378 00
6. For River Philip bridge	9,980 53
7. For difference in currency on iron pipes.....	7,493 33
	\$124,663 33

This is identical with their summary of the claim, as at first submitted to the Government in 1872.

The decision of the Court of Exchequer was adverse to the claimants. The judgment delivered by Chief Justice Ritchie showed that the absence of the engineer's final certificate was a bar to the whole claim, and that irrespective of that, most of the demand must be disallowed as contrary to the spirit and letter of the contract.

There was some increase of work due to change of grade or location embraced in their demand, and concerning this class the only questions to be decided were the quantity and the rate to be allowed, but up to the time of that decision the claimants had demanded, on this score, only one item, about \$1,990, of which \$1,773 had been allowed by Mr. Schreiber, and it was part of the \$31,091, tendered by the Government as aforesaid.

The Chief Justice, however, after pointing out that the judgment must, on strict grounds, be adverse to E. A. Jones & Co., stated he was prepared to award the amount found due *in foro conscientie* and tendered as aforesaid, but on the condition that the petitioners should pay the costs, whereupon the amount admitted (\$12,427.61) less those costs, was paid to the claimants. They were thus driven to accept a sum smaller than they believed to be due to them, the indirect reason being that the engineer had given them no final certificate for the work done.

Understanding the spirit of our Commission to be that no demand is to be rejected or diminished by us, because the claimant had not got the final certificate referred to in clause 11 of the contract, we feel it our duty to treat the present claim as not affected by the judgment of the Exchequer Court, and inasmuch as by Order in Council we are expressly instructed to exclude no claim from our enquiry because of a receipt in full, unless in our judgment it was "given under such circumstances as make it just and proper to hold the claimant bound by it," and as by that test we find any acquittance hitherto given by the claimants not binding, we proceed to deal with the claim as if such acquittance had been given.

Subsequent to the decision of the court and the payment of the admitted balance as aforesaid, some memoranda concerning the work done and which had been in the possession of one of the engineers on this section, came to the notice of the Department. They showed that a further sum ought properly be credited to the contractors, and in February, 1889, the Minister of Railways reported that fact to the Privy Council. He stated that, in addition to what had been previously credited, the contractor's work had by change in grade and location, in some places, been increased to the extent of \$11,824.78, and in others decreased to the extent of \$6,767.39, leaving a balance in their favor of \$5,057.39, and also that in some structures not previously taken into account, changes of design had increased the cost to the contractors by \$2,037, whilst on the other hand, the use of tunnels had saved them, in masonry, the amount of \$1,476 on which there was a balance of \$561 in their favor, and he recommended that these two balances \$5,057.39 and \$561, in all \$5,618.39, should be paid to Mr. E. A. Jones. This recommendation was adopted and the amount was paid accordingly.

The claimant was, however, still dissatisfied, and has, at various times, pressed for further compensation, alleging that he did some work, outside the contract, for which he has been allowed nothing, and some on which he has been allowed too little. His demand, as submitted to us, is \$95,141, as before mentioned, of which we find that \$57,262 is the balance of the whole amount stated in Mr. Schriber's report as the value of the several works (irrespective of the question whether they were extras) after deducting from that value the \$31,091 credited to the contractors, as before mentioned. The remainder is made up of the five items, numbered in Schedule A, as 1, 10, 11, 12, 13.

Upon more than one occasion the claimant has appeared before us, by council, Mr. McIntyre, who has discussed with us the bearings of the principles laid down by Chief Justice Ritchie, in the Exchequer case, on various portions of this demand, as well as the rules which we have adopted for our guidance throughout our inquiry; and after consideration, Mr. McIntyre has formally notified us by letter, to the following effect:

"In view, therefore, of the uncertainty that your Board would report any substantial increase in the liability of the Crown, for work done or materials delivered by my client, and the great expense and difficulty that would attend the bringing of our witnesses from such a great distance as we should be compelled to bring them, I have decided to say that Mr. Jones will produce no further evidence in support of his claim for extras beyond the contract work."

This makes it unnecessary to dwell on more than the first item in the particulars of the claim laid before us, \$18,654.

This covers the two sums \$8,300 and \$10,354, which were deducted from the \$31,091 credited in February, 1874, by the Railway Commissioners, as before mentioned.

As far as the \$8,300 is concerned, we are of the opinion that the claimant is not entitled to it, as a matter of right. He agreed that the wooden superstructure for bridges might be withdrawn from his contract and that his bulk price should thereby be reduced at specified rates which, on the work omitted, amount to \$8,300. Therefore, he cannot well complain if the Government insists on giving effect to that agreement.

We have, in our general report, pointed out the contention which, during our inquiry, was urged by contractors, to the effect that, during the progress of the works it became the intention of the Railway Commissioners to avoid the right to charge for this and other diminutions, and we have also pointed out our reasons for saying that, strictly speaking, the liability of the Crown is not now affected by any intention of that kind, which once existed in the minds of those gentlemen. On this portion of the demand, our conclusion is, that the claimant can recover, if at all, only as a matter of grace, not as a matter of right.

On the residue of the item \$10,354, we come to the opposite conclusion. There was no agreement on this subject consequent to the signing of the contract, and there is nothing in that, or any of the documents connected with it, which gives the Government the right to charge the contractor with such diminution of work as this.

It is true that after the commencement of the work on this section the original design, concerning under-drains, was so changed as to diminish very much that class of work, and the saving at the rate mentioned in the schedule which accompanied the tender amounted to the sum sought to be debited to these claimants, \$10,354; but in some other classes of work these contractors were forced to do larger quantities than the bill of works had indicated as requisite, notably so in the most costly kind of work—rock excavation.

As pointed out in our general report, and in several of our special reports, the bargain for the construction of each section of this railway was intended to be and was speculative. Indeed, its main characteristic was the expressed provision that the work should involve more or less than the quantities for the several classes of work stated in the bill of works. The bulk price should, nevertheless, remain the same, except concerning one or two matters on which the agreement contained specific

stipulations. But, of course, this would be subject to alterations by any subsequent mutual agreement. In the absence, however, of any such exception, and any subsequent agreement to the contrary, we have acted on the principle that the requisite quantities in any class of work being higher or lower than those given in the bill of works, did not, of itself, add to or diminish the bulk price to be paid for the completed work.

The contract mentions that the contractors should be chargeable with diminutions of work due to change of grade or location; and in the schedule attached to the tender, as in most other cases, there was, in this case, a memorandum concerning the substitution of iron cylinders or other structures for culverts, and subsequent to the signing of the contract a special agreement was made, as aforesaid, about the wooden superstructure of bridges. But none of these provisions for varying the lump sum concern under-drains any more than concern earth excavation, or masonry, or fencing, or other ordinary work.

As already mentioned, these contractors excavated more rock than was originally estimated as requisite, because in several places the material to be moved turned out to be rock instead of earth, as was expected. This cost the contractors about \$41,000, but it led to no increased compensation, nothing, on account of it having been included in the aforesaid allowance of \$31,091. Nor has such an increase ever been allowed as an extra by any court or by us. It could not be allowed without violation of the spirit, as well as the letter, of the contract; and in this connection it is only fair to add that the documents on record give much reason for believing that the unexpected increase of rock on the section diminished, to a great extent, the necessity of under-drains at first designed.

Shortly after the commencement of the works, the Chief Engineer designed for the whole railway system of drainage different from that which he had originally planned; and in July, 1872, he issued a circular to his subordinates, concerning the new system, explaining its object and the mode of accomplishing it, in which he said:—

“In view of these difficulties and the great importance of having the drainage done most efficiently, the Commissioners have, on the recommendation of the under-mentioned, decided to relieve the contractors of this portion of the work and to execute it by day's labor, when gravel can be brought forward by ballast trains. In the meantime a charge for drainage is to form a deduction from the contract sum.”

From that time forward the practice was to make up the accounts at the end of the work on each section, with a charge for diminution of under-drains wherever it occurred.

The suggestion of the Chief Engineer, in the pamphlet before mentioned, was, “in the meantime,” to make a charge against the contractor; but that may not have been intended as an opinion on the question whether the rights of the contractor should be finally settled in that way, for, as before mentioned, he was evidently desirous throughout all these transactions to avoid expressing his views upon the final rights of parties under the contract.

In one instance, where the system for drainage first designed was abandoned altogether in obedience to the aforesaid circular from the Chief Engineer, which the contractors carried out, and for which they charged an extra price, we thought it proper to allow for the whole work executed only the excess over that which would have been requisite to complete the original design, but in all instances where the under-drains were merely diminished in quantity or omitted to the saving thereby as one of the contingencies of the contract, and have reported accordingly.

On the whole we see no propriety in the charge against these contractors for the diminution in under-drains, whereby a portion of the amount ascertained and admitted to be due to them was withheld.

In our judgment, Her Majesty was, on the 1st day of February, 1874, and still is, indebted to the claimant in the sum of \$10,354 on account of the claim submitted to us.

Should the Government waive the right to charge this contractor with the omission of the wooden superstructure of bridges, the liability would be increased by \$8,300, making it altogether \$18,654.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 5th April, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

SCHEDULE A.

SHOWING THE PARTICULARS OF THE DEMAND.

ITEM.

1.	Balance on original contract price, being \$8,300, deducted for wooden bridges, iron being substituted therefor; and \$10,354.24 deducted for under-drains, which amounts, under the terms of the contract be deducted... ..	\$18,654 24
2.	Balance for extra work done in completing section, masonry in culvert at Station 282...	486 00
3.	“ “ “ “ 290...	567 00
4.	“ “ “ “ 341...	4,630 50
5.	“ “ “ “ 508...	396 00
6.	“ “ “ “ 369...	760 00
7.	“ “ “ “ 666...	414 00

In every case a diversion of the streams at these various stations was made under orders of the engineer in charge before the culverts were ordered to be put in. (See Mr. Jones' memorandum, 22nd June, 1880, No. 24554, Railways and Canals).

8.	To work performed in excess of that returned in construction of culvert at Station 241:—	
	3,523 yds. earth, at 30c.....	\$1,056 90
	1,363 “ rock, at \$2.	2,726 00
	2,654 “ re-filling, at 28c.....	743 12
	4 “ masonry, at \$14.....	56 00
	51 “ concrete, at \$6.....	306 00
	69 “ dressed stone, at \$10....	690 00
		5,578 02
9.	To amount for masonry done in excess of quantity returned in building culvert at Station 145, 10 yds., at \$14.50.....	145 00
10.	To amount due on account of substitution of iron pipes for culverts over and above the sum of \$2,037, allowed for same.....	1,319 00
11.	To amount due for tunnels, when substituted for culverts	1,476 00
12.	Balance due for excess of work in constructing River Phillip bridge over and above the sum allowed for	4,305 60
13.	Difference in currency on iron pipes allowed for...	7,493 73
14.	Amount of rock work done in excess of that shown by bill of works, the rock work having been misrepresented upon the same, 42,225 yds.....	44,285 50

ITEM.

15. Change of grade and location :		
Rock at Rashton's, 10,907 yds., at		
\$1.25	\$1,362	50
Rock at 535 to 560, 185 yds., at \$1.25	231	25
Rock at 374 to 354, 1,556 yds., at \$1.25	1,945	00
Original work at Rashton's—		
Piles estimated at 3,000, at 26c....	780	00
Piles at Folly Lake, 1,200, at 26c.	312	00
		4,630 75
Total.....	\$95,141	34

SPECIAL REPORT ON CLAIM OF J. M. BLAIKIE, \$1,799 53.

This is a claim for alleged expenses incurred while acting as agent for the Intercolonial Railway Commissioners, and for timber and material for foundations and walls of De Bert station, as set out in Schedule A, hereto attached.

It appears from a letter of the Hon. Mr. McLelan, addressed to Sir Charles Tupper, and dated 4th July, 1880, that the erection of the buildings had been undertaken by a Mr. McKay, who obtained some of his necessary timber for the work from a person named McCulloch.

At that time Mr. McLelan was one of the Commissioners, and while inspecting some of the sections in that district, requested Mr. Blaikie to "look after these buildings and urge forward their construction," as it was necessary they should be speedily completed for the opening of that portion of the road.

In the middle of 1872, some difficulty arose, which caused McCulloch to hesitate about supplying McKay with any more timber, and the work was consequently very much delayed.

About the same time Mr. Brogden, contractor for the walls, abandoned that work.

The claimant, in his petition, dated 22nd June, 1880, says:—

"I, acting upon this general instruction, or expressed wish of the Commissioner, told Mr. McCulloch to deliver the timber for use, and arranged with him to complete the foundation wall." And again: "This responsibility I incurred * * * feeling warranted in so doing by the anxiety expressed frequently by the Commissioner," and he proceeds to show that the outlay mentioned in the particulars of his demand actually took place.

We find that the action of Mr. Blaikie, which led to that outlay, and for which he now asks to be reimbursed, was taken, as he believed, entirely in the public interest, and to further the wishes of the Railway Commissioners, in undoubted good faith, and without any expectations of advantages or reward to himself. In some respects it exceeded the exact instructions which were given to him, but did not exceed what he thought was best to do at the time to further the interest of the Government. Concerning this petition or statement, Mr. McLelan, in his letter of the 4th July, 1880, to the Minister of Railways and Canals, uses the following language:

"The statement itself very fully explains his claim, and my personal knowledge of Intercolonial construction in Nova Scotia enables me to say that in all material points it is correct."

We are of the opinion that for the amounts stated in the particulars as paid to McCulloch and to Chambers for masonry and for plant, the claimant made himself personally responsible, because he understood the request of the Commissioner as equivalent to appointing him an agent, and we only think it fair that he should be indemnified for the necessary consequences of that liability, but we do not consider the costs which he incurred in improperly defending the demands against him are

necessary consequences, and therefore we disallow \$108 claimed for those costs, allowing the remainder.

In our judgment, there was, on the 1st May, 1873, and still is, due by Her Majesty to Mr. Blaikie, the sum of \$1,126.73.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 12th March, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

SCHEDULE A.

1872—November.

1. To pay James McCulloch for timber and lumber, De Bert station	\$710 00
2. To pay same for masonry for station house	779 00
3. To pay same for plank for platforms and floor of freight house, and pine lumber	95 86
4. To discount on note—part payment.....	10 87
	<hr/>
	\$1,586 73
5. Expenses: lawsuit, Chambers vs. Blaikie, attendance at Truro, Consulting Attorney, arranging defence and allowance at Windsor	\$40 00
To pay F. A. Lawrence, Esq., Truro, Attorney	58 80
To pay Weatherbee, Attorney, Windsor...	10 00
	<hr/>
	108 80
To pay Chambers in settlement.....	40 00
6. To balance of interest.....	564 00
	<hr/>
	\$2,299 53

CR.

1873—May.

By cash from Commissioners.....	500 00
	<hr/>
Balance.....	\$1,799 53

SPECIAL REPORT ON CLAIM OF JOHN RUSSELL, \$20 00.

This is for land taken for the use of the railway and for damages done to other land, but the claimant has never stated any amount. We have named what we finally allow.

Near the Belledune River the railway crosses land belonging to the claimant, and take a strip of 36 feet wide from the south end of his lot, No. 311, the residue, 164 feet wide, being taken from the north end of a lot owned by William and Robert Roherty. It appears that in settling for the right of way Messrs. Roherty were paid on the 14th April, 1880, about \$18, which was at the rate of \$1 per acre, and as if all the land required between the side lines of these lots had been taken from the one owned by them. The length of the railway land across lot 331 is 990 feet, which makes the quantity taken from the claimant about four-fifths of an acre.

In October, 1880, Mr. P. S. Archibald, after looking into this claim, recommended that \$10 should be offered to Mr. Russell in compensation, and he prepared a plan to accompany a deed of the strip in question, which plan is hereto appended for convenience of reference.

The dispute has evidently been brought about to some extent by the unusual width of the land here taken for railway purposes, 200 feet, and when stones were

piled on this Russell strip (more than 64 feet away from the centre of the line) it was not clear whether they were wrongfully there or whether the land covered by them was to be paid for as part of the railway property.

The first definition of the claim of Mr. Russell, which we find on record, is dated 6th November, 1879, though from its language we think he must previously have made some complaint. This is a letter addressed to Mr. George Haddon, and it has apparently been forwarded by him on behalf of the claimant, it says:

"I received a letter stating I owned no land where the railway runs. My lot is No. 59, and granted at Fredericton, the 22nd day of December, 1837, and there is a strip of my land held by the railway, and stones and rubbish piled on it, and I want the said rubbish taken away or pay for the damage done, or if the railway claims a piece of my land, I want to be paid for it now, as I never received one cent from Government for one single inch.

"If the railway keeps the money I will keep my land, and if I have to take away the stones and rubbish I will sue for damages done, and every day I spend on it is a dollar.

"JOHN RUSSELL."

A later letter to the Minister of Railways, written apparently by some one in Mr. Russell's name and on his behalf, in February, 1881, says: "There are several acres of valuable land all covered with stones, besides a large quantity of wood destroyed. I would suggest, if you will cause the stones to be cleared off the land I will be satisfied.

We have endeavored to get further information concerning the facts necessary to show what damage, if any, Mr. Russell has suffered in addition to the loss of his strip of land, but have not succeeded.

We proposed to pay the expenses of Mr. Russell as a witness if he would attend us and give testimony on the matter in dispute, but he answered that he was too old to come, and that his property had been transferred to his daughter and his grandson, John Allan Simard, who would settle all claims due to him.

We have learned, in investigating another claim, that owners of land lost sometimes not only the strip taken for the railway, but, to some extent, the enjoyment of adjoining land, owing to the accumulation of snow next the fences, and prolonged moisture in the spring, &c. And that for such reasons the value of the land expropriated is not always a sufficient compensation to the proprietor.

Mr. Russell's claim was at first treated as entirely without foundation, owing, probably, to the belief that the Roberty land covered the whole width staked off for the railway, and the Government officials in his neighborhood gave him no satisfaction, denying, in fact, that he had owned any land inside the railway limits. On the whole, we think he ought to be paid something beyond the value of the strip taken, and we fix \$20 as a proper compensation.

In our judgment, Her Majesty was, on the 14th day of April, 1870, and still is liable to pay the claimant \$20 on the claim submitted to us.

Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 1-1th March, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

SPECIAL REPORT ON CLAIM OF ALPHONSE MATTE, \$1,985 19.

This arises out of a contract entered into by the claimant for the erection of tank houses and fuel sheds, at Isle Verte, Trois Pistoles, Bic, Rimouski, and Metapedia Road; and also on other works connected with the grading of the yards at Rimouski and Metapedia Road.

The price demanded for the whole is \$13,652. Payments amounting to \$11,668.81 are admitted, the difference of \$1,985.19 being the amount now claimed. In the summer of 1872, competition was invited, by the Railway Commissioners advertising for tenders for the construction of buildings, tank houses and fuel sheds, at different places along the line of railway. A bulk price was to be named separately for the work

at each station, and out of the whole list sent by each tenderer the Commissioners accepted his offer for such of the stations as they thought fit.

In the case of Mr. Matte, his tender for the places aforesaid was accepted and he was notified to that effect by a letter dated 8th August, 1872. No formal contract was entered into, the agreement being contained in the written offer and the written acceptance of it.

Each tender was made in the following language: "The undersigned undertakes to provide all material for the undermentioned buildings, on St. Lawrence district of the Intercolonial Railway and to erect and complete the same thoroughly by the 1st day of October next, according to the plans and specifications and conditions exhibited at the Railway Office at Ottawa, Rivière du Loup, and Rimouski, without any additional charge, or extra of any kind, for the sum set opposite each of said buildings."

The details of this claim are set out in column No. 1 of Schedule A, hereto attached, not exactly in the wording used in the particulars submitted to us, but substantially the same. The contract price for the work is the first item in the particulars for each place, and the evidence shows that for the work at each station the contractor has received more than that price. After the work had proceeded some length, foundations in some cases completed, and buildings framed or further advanced, it was decided to place the erections further away from the track than was originally planned, and this necessitated taking down some of the foundation walls and putting up others, besides which, the buildings or frames had to be moved to their new foundations, and additional work was also required for the walls.

Most of the claim arises out of this change, but some of it is for improvements in the buildings and new work not contemplated by the original agreement, extra braces, boarding up ends of sheds, &c., &c.

Shortly after the work was completed Mr. Matte sent in a claim for additional compensation, very much in the same shape as it now appears. That was referred to Mr. Schreiber, who made a detailed report on the subject, in which he gave his estimate of the value of each separate piece of work now claimed as extra by Mr. Matte, and we show, in the second column of our Schedule A, the quantities and values adopted by Mr. Schreiber as proper to be allowed.

The claimant has never been satisfied to accept that estimate, and the question has remained open.

There is a slight difference in the quantities claimed by Mr. Matte and those allowed by Mr. Schreiber, but in the masonry, the principal item, it amounts to no more than a few yards. Mr. Matte had no independent measurements to guide him and the quantities which he relied on were, he said, given to him soon after the work was done by some of the subordinate engineers, who had been connected with the work. He was a witness before us and explained how he had preserved a record of these quantities producing scraps of paper, &c., &c. We have come to the conclusion that the evidence requires us to adopt, as the most reliable authority on all the quantities, the final estimate by Mr. Schreiber, before mentioned.

As to the value of the work, and concerning which the main difference of opinion exists, we think that Mr. Schreiber's estimate ought, on some of the items, to be slightly increased, but on others, the contention of the claimants is not reasonable. We have given, in the third column of our Schedule A, for each item of this demand, the highest value which we consider warranted by the evidence of Mr. Matte himself, and the documents on record. This shows our estimate for the whole to be \$11,963.50, of which the claimant has received \$11,666.81, and the balance is still unpaid.

In our judgment, Her Majesty was, on the 1st day of January, 1874, and still is, liable to pay to Mr. Alphonse Matte the sum of \$297, on account of his claim submitted to us.

To Hon. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 12th March, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

SCHEDULE A.

Showing (column 1) claim by Matte, (column 2) allowance by Schreiber, and (column 3) our allowance.

1.—RIMOUSKI WOODSHED AND TANKHOUSE.

SERVICE.	COLUMN 1.			COLUMN 2.			COLUMN 3.	
	Matte's quantities.	Matte's prices.	Amount	Schreiber's quantities.	Schreiber's prices.	Amount	Price we allow.	Amount allowed by Commis'rs
		\$ cts.	\$ cts.		\$ cts.	\$ cts.	\$ cts.	\$ cts.
Contract sum.....			1,400 00			1,400 00		1,400 00
Extra masonry in cement.....	35	10 00	350 00	35	7 00	245 00	7 00	245 00
Pulling down wall.....	20	70 00	14 00	20	0 50	10 00	0 70	14 00
Rebuilding do.....	22	9 00	198 00	22	4 00	88 00	5 00	110 00
Earth filling.....	713	0 30	213 90	713	0 25	178 25	0 25	178 25
Sinking well.....	40	3 00	120 00	40	2 00	80 00	2 27	90 80
Drain in front of house.....	12	1 00	12 00			12 00	1 00	12 00
Outlet drain.....	40	0 30	12 00					
Inlet drain.....	95	0 30	28 50	95	0 25	23 75	0 30	28 50
Cedar plank.....	200	0 25	50 00	200	0 25	50 00	0 25	50 00
Nails.....			9 00					
Extra braces.....	8		24 00	8	2 00	16 00	2 50	20 00
Boarding ends.....			36 00			25 00		30 00
Pumping.....			20 00			20 00		20 00
Boarding back.....	200	0 60	120 00	{ F.B.M. } 2,800	25 00	70 00		70 00
Shed for hand-car.....			50 00			50 00		50 00
Culvert at bridge.....			20 00			30 00		30 00
Cedar for culvert.....			10 00					
Totals.....			2,687 40			2,298 00		2,348 55

2.—ST. FLAVIE WOODSHED AND TANKHOUSE.

SERVICE.	COLUMN 1.			COLUMN 2.			COLUMN 3.	
	Matte's quantities.	Matte's prices.	Amount.	Schreiber's quantities.	Schreiber's prices.	Amount.	Prices we allow.	Amount allowed by Commis'rs
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Contract sum.....			1,500 00			1,500 00		1,500 00
Borrowing.....	992	0 30	297 60	992	0 25	248 00	25 00	248 00
Extra masonry.....	46	10 00	460 00	46	7 00	322 00	7 00	322 00
Sinking well.....	30	3 00	90 00	30	2 00	60 00	2 50	75 00
Walling well.....	17	2 50	42 50	17	2 50	42 50	2 50	42 50
Pumping.....			20 00			20 00		20 00
Extra braces.....	8	3 00	24 00	8	2 00	16 00	2 50	20 00
Large braces.....	16	3 50	56 00	16	3 50	56 00	3 50	56 00
Boarding back.....	200 00	0 60	120 00	{ F.B.M. } 2,800	28 00	70 00	28 00	70 00
do ends.....			36 00			25 00		30 00
Totals.....			2,646 10			2,359 50		2,383 50

SCHEDULE A.—Showing (column 1) claim by Matte, (column 2) allowance by Schreiber, and (column 3) our allowance.—Continued.

3.—ISLE VERTE WOODSHEDS AND TANKHOUSES.

SERVICE.	COLUMN 1.			COLUMN 2.			COLUMN 3.	
	Matte's quantities.	Matte's prices.	Amount.	Schreiber's quantities.	Schreiber's prices.	Amount.	Price we allow.	Amount allowed by Commis'rs
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Contract sum.....			1,600 00			1,600 00		1,600 00
Masonry foundations.....	49	10 00	490 00	45	7 00	315 00	7 00	336 00
Pulling down masonry....	23	0 70	16 10	20	0 50	10 00	0 70	14 00
Rebuilding masonry.....	25	9 00	225 00	22	4 00	88 00	5 00	110 00
Sinking well.....	36	3 00	108 00	22	2 00	44 00	2 27	0 50
Drain in front of house....	45	1 00	45 00	47	0 50	23 50	0 60	28 20
Cedar plank.....			30 00			30 00		30 00
Cleaning well.....			15 00			15 00		15 00
Boarding ends.....			36 00			25 00		30 00
Extra braces.....	20	3 00	60 00	20	2 00	40 00	2 50	50 00
Moving shed.....			15 00			15 00		15 00
Totals.....			2,640 10			2,226 50		2,278 20

4.—TROIS PISTOLES WOODSHED AND TANKHOUSE.

Contract sum.....			1,550 00			1,550 00		1,550 00
Extra masonry.....	45	10 00	450 00	45	7 00	315 00	7 00	315 00
Pulling down masonry....	22	0 70	15 40	20	0 50	10 00	0 70	14 00
Rebuilding masonry.....	24	9 00	216 00	20	4 00	80 00	5 00	100 00
Sinking well.....	60	3 00	180 00	60	2 00	120 00	2 27	136 00
Drain in front of house....	40	1 00	40 00	40	0 30	12 00	0 60	24 00
Cedar plank.....			40 00			40 00		40 00
Moving tankhouse.....			36 00			10 00		20 00
Braces, extra (bottom)....	29		75 00	27	1 50	40 50	1 50	40 50
Boarding ends.....			36 00			25 00		30 00
Braces, extra (top).....	20	3 00	60 00	20	2 00	40 00		50 00
Total.....			2,698 40			2,242 50		2,319 50

5.—BIC WOODSHED AND TANKHOUSE.

Contract sum.....			1,500 00			1,500 00		1,500 00
Extra masonry.....	105	10 00	1,050 00	105	7 00	735 00	7 00	735 00
Sinking well.....	70	3 00	210 00	199	1 25	248 75	1 25	248 75
Excavating earth.....	200	0 30	60 00					
Extra braces.....	8	3 00	24 00	8	2 00	16 00	2 50	20 00
Boarding ends.....			36 00			25 00		30 00
Hauling timber.....			100 00					100 00
Total.....			2,980 00			2,524 75		2,633 75

SCHEDULE A.—Showing (column 1) claim by Matte, (column 2) allowance by Schreiber, and (column 3) our allowance—*Concluded.*

SUMMARY.

	Mr. Matte.	Mr. Schreiber.	Commissioners.
	\$ cts.	\$ cts.	\$ cts.
1. Rimouski	2,687 40	2,298 00	2,348 55
2. St. Flavie	2,646 10	2,359 50	2,383 50
3. Isle Verte	2,640 10	2,226 50	2,278 20
4. Trois Pistoles	2,698 40	2,242 50	2,319 50
5. Bic	2,980 00	2,524 75	2,633 75
Total	13,652 00	11,651 25	11,963 50

TABLE OF CONTENTS.

Details of claim.	Item No. 8. Stone bottom east of river.
List of witnesses.	do No. 8a. Hand-packed bank.
Item No. 1. Increase rock.	do No. 10. Masonry improved in class.
Excess of bill of works over true quantities.	do No. 11. Portland cement.
Increase rock from change of grade, &c.	do No. 12. Crib wharfing.
Diminution earth do	do No. 12a. Cedar addition to crib wharfing.
do masonry do	do Nos. 13, 14. Stream widening.
do paving do	do Nos. (15, 16) 17 road diversions.
Item No. 3. Hard-pan.	do No. 19. Iron pipes sold.
do No. 4. Extra haul.	do No. 20. Damages.
Omission of wooden superstructure.	Schedule A. Classes of items allowed.
Item No. 18. Iron pipe culverts.	do B. Dr. and Cr. account.
Payment by Government to claimant.	do C. Effect of Tender rates on diminutions.
Cost to Government of completing contract.	do D. Claimant's expenses.
Item Nos. 5, 6, 9. Foundations of bridge.	
do No. 7. Special rip-rap.	

SPECIAL REPORT ON CLAIM OF R. H. MCGREEVY, \$826,452 00.

This claim, by the contractor for Section 18, comprises twenty distinct charges, some for work and materials covered by the contract, and which, by express terms in it, were to be paid for in addition to the bulk price or lump sum, others for works and materials alleged to be in addition to what the contract called for, and therefore, the ground for an additional price; one for a balance, said to be unpaid on the contract price, and one for damages.

After the preliminary inquiry into the facts bearing on the question, we have come to the conclusion that this is not within any of the six classes of claims exempted from our inquiry by the terms of our Commission.

On the next page are the particulars of Mr. McGreevy's claim, as laid before us.

CLAIM as amended before Commission.
INTERCOLONIAL RAILWAY—SECTION No. 18.

No. of Items.	—	Quantity.	Rate.		Amount.	
			\$	cts.	\$	cts.
1	Rock in cuttings	20,349 cub.yds.	2	50	50,872	50
3	Hard-pan in cuttings, (lower chainage, 520 to 530) additional rate over earth.....	17,096 "	0	60	10,257	60
4	Extra haul	92,000 "	0	10	9,200	00
5	First-class masonry, additional depth Mill Stream Bridge	429 "	22	00	9,438	00
6	Excavation to Mill Stream Bridge.....	1,000 "	1	50	1,500	00
7	Special rip-rap to pier abutment.....	8,500 "	3	00	25,500	00
8	Stone bottom under bank on east side of Metapedia River at Bridge	10,300 "	1	50	15,450	00
8a	Hand packed bank stone, as per sheet annexed to Statement N.....	7,980 "	1	00	7,980	00
9	Coffer-dams, underwatering five foundations, extra depth, 2 feet each.....	.....	2,000	00	10,000	00
10	Second-class masonry, built equal to first, and different from specification attached to contract.....	4,617 "	9	00	41,553	00
11	Portland cement used instead of Canadian.....	8,463 "	1	50	12,694	50
12	Crib-wharfing as protection to the embankments filled with stone, packed and hand laid to outside, 20,150 lineal feet. Add 225 l. f., omitted in Grant's return, the whole equal to.....	163,999 "	3	00	491,997	00
	Quantity provided in bill of works is 87,316.					
12a	Intermediate pieces to sketch 26	133,620 lin. ft.	0	17½	23,383	50
13	Rock stream, widening and deepening.	1,800 cub.yds.	5	00	9,000	00
14	Earth do do	35,000 "	0	75	26,250	00
17	Road diversion in rocks opposite stations 395 to 400 west sub-division.....	.....	.....	.....	1,000	00
18	Iron pipe culverts in lieu of other culvert. See detailed statement appended to Petition of Right.....	.....	.....	.....	8,000	00
19	Iron pipes delivered on the line of railway as per bill of quantity furnished by engineer, but not used in work, 249 feet.....	.....	24	00	5,976	00
20	Damage by delay in the erection of Mill Stream Bridge, non-payment of monthly estimates, taken in possession of the work, and other delays.....	.....	.....	.....	20,000	00
	Balance due upon contract.....	.....	.....	.....	779,752	10
					46,400	00
					826,452	10

The most of this claim, as now made, together with an item of \$51,900, which Mr. McGreevy abandoned before us, was laid before Mr. Shanly and inquired into by him. That item of \$51,900 had been charged because the contractor alleged that he had built two miles of railway more than his contract called for.

We have considered and read the evidence, oral and documentary, which is recorded as having been adduced before Mr. Shanly, and have heard the following witnesses:—

R. H. McGreevy, the claimant,
Samuel Keefer, C. E.,
Marcus Smith, C. E.,
Peter Grant, C. E.,
Charles Odell, C. E.,

W. E. Thomson, C. E.,
C. Schreiber, C. E.,
J. Gosselin, and
W. Imlay.

We have looked through the extensive correspondence which we found on record in the Department of Railways and Canals, concerning the matters involved in this claim, of which correspondence a small portion only had been brought to the notice of Mr. Shanly, and we have had the advantage of a large amount of other documentary evidence in addition to that which was before him.

The contract in this case is in form similar to that generally used on the Inter-colonial Railway and concerning which we remark at some length in our general report. It was dated the 8th July, 1870, and named the 1st July, 1872, for the completion of the work. The lump sum or bulk price agreed on was \$648,600.

The first three items of this claim are for an alleged excess in separate classes of work executed by the contractor, and caused by changes from the original design, either in grade or location of the roadbed, over the quantities, which, but for those changes, would have been sufficient, and which excess by the terms of clause 4 of the contract, was to be paid for in addition to the specified bulk price. They are:—

(1). 20,349 yds. rock in cutting, at \$2.50 per yd.....	\$50,872 50
(2). 17,696 yds. of hard-pan in cutting, at 60c. per yd.	10,257 60
(3). 92,000 yds. extra haul, at 10c. per yd.....	9,200 00

Total.....	<u>\$70,330 10</u>
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The changes of grade and location on Section 18, taken together, resulted in considerable saving of work. In some particular localities they increased it; in some places there was a saving of earth, but an increase of rock and *vice versa*. On the whole, these changes had the effect of increasing the work in rock and diminishing it in earth. Mr. McGreevy's claim, now under consideration, is made up by charging for the alleged increase in the rock, without giving credit for the diminution in earth.

According to the rule which, in our general report, before mentioned, we adopt as a proper one to govern our inquiry concerning increase or diminution of work, caused by the changes of grade and location, we have permitted this claimant to show, if he could, more accurately than the bill of works shows, the quantities in earth or in rock which would have been requisite on any original location for the distance as to which a new location or a new grade was adopted, in order that a comparison might be made between those quantities and the quantities actually executed on the new locations, because we did not consider that he was confined to the difference between the executed work and that estimated in the bill of works as requisite on the original location.

The claimant's contention in this case involves two propositions; one, that the Government returns, according to which the credits to him had been heretofore given for excess in rock work, did not show correctly the difference between the original estimates of work to be done and that which was actually done in these localities. The other, that those original estimates from which the bill of works purported to have been compiled, were really too high for such localities, whereby the excess for which he ought to be paid was made to appear less than was correct.

Two of the principal engineers employed by the Government in locating this Section 18, Mr. Odell and Mr. Grant, were witnesses before us. Whilst in the employ of the Government they had ascertained and furnished data from which the bill of works was compiled, and Mr. Odell had also taken part in framing that bill of works.

Though these gentlemen were called on behalf of the claimant, with the object of showing the inaccuracy of the original estimates, they both explained the allowance made, as is usually done, for the probable shrinkage and compression of the several embankments, according to the character of the material to be placed in them, but each testified that he had no instructions, and had not endeavored to make the quantities there stated higher than the natural features of the country indicated as necessary. This evidence raised a presumption in favor of the general correctness of the calculations which were the basis of the bill of works and therefore the bill of works itself, and so, threw upon Mr. McGreevy the burden of proof that smaller quantities were, if they were, sufficient for the original location.

Mr. Odell was employed by the claimant, some years after the completion of the works, to find out the quantities necessary, to show amongst other things the increases and diminutions resulting from the changes in grade or location. For this

purpose he visited this section and, in addition to what he could see, he got from persons, who had been engaged on the works, some hearsay evidence as to what had taken place during the construction. After this inspection, he took the plans and, as he described it, shifted the original cross sections upon cross sections of the work done. That is, he laid down on plans the outline and cross sections for the same distance, one as originally planned for the work on the old location, and the other of the work as actually executed on the new location, and from what was thus shown he calculated the increase or diminution of the work caused by the changes which had been directed and made in each case. The result, according to this mode of investigation, is given by Mr. Odell in a tabulated comparative statement, which was submitted, as evidence, before Mr. Shanly, and upon which he (Mr. Odell) has been cross-examined before us. This statement gives each section over which any of these changes took place and, for that distance, his calculations of the different quantities. The effect of it was to indicate that changes of grade and location caused a net increase of rock work on the whole section to the extent of 20,349 yards, and a net saving in earth of 82,828 yards. This increase of rock work is identical with item No. 1 in the present claim.

Mr. Grant, while he was resident engineer, had made a return to the Government, a tabulated statement somewhat similar to that of Mr. Odell, showing a comparison between the bill of works and the executed work, with the increases and diminutions due to the same changes, and he had also returned to the Government, during the progress of the work, monthly estimates of what had been done. These gave a result concerning the quantities in question very different from that shown by Mr. Odell, viz.: an increase in rock of 8,980, instead of 20,349 yards, or 11,369 yards less than Mr. McGreevy claims, and a saving in earth of 119,366, instead of 82,828 yards, or 36,538 yards to be charged to Mr. McGreevy more than Mr. Odell showed. The difference on these two points in the statements of Mr. Odell and Mr. Grant involved, at the rate for rock claimed by Mr. McGreevy, an amount approaching \$40,000.

The earnestness with which Mr. McGreevy's side of the question has been pressed, together with the amount thus involved in the comparative accuracy of these rival statements, induced us to investigate, very carefully, the foundation for each of them, and, under the circumstances, we think it proper to report at some length the method we have adopted for this purpose.

We have said that Mr. Odell's statement purported to show the comparison between the executed work and that indicated by the cross-sections for the original location, while Mr. Grant's gave it between the executed work and the estimated quantity mentioned in the bill of works. Inasmuch, however, as the estimate in the bill of works was supposed to show correctly the effect of the cross-sections, the discrepancy between these two engineers was not to be explained by the fact that, in their calculations one used the cross-sections themselves and the other the bill of works; our attention was, therefore, given to the discovery of some other reason for that serious discrepancy. It turned out that Mr. Odell did not calculate from the identical, that is, the official cross-sections from which the bill of works was compiled, but that two assistants of his prepared, for the purpose of his calculation, a new book of cross-sections, in which they professed to lay down, for each spot, a copy of the official cross sections for the first location of the line, and upon it, or over it, a copy of the official cross-sections of the work as executed on the substituted location. The return of Mr. Odell being based on the difference of the two areas shown by this mode of delineating the respective cross-sections, he did not "take out," as it is technically called, first the area of one whole cross-section and then of the other, and arrive at the difference in each spot by subtraction or addition.

Mr. Odell, in his evidence, drew attention the most marked instance of the difference between himself and Mr. Grant, concerning items chargeable to Mr. McGreevy, which was on a saving of earth between two points, Stations 685 and 730. He made it only 1,999 yards; Mr. Grant, 9,760 yards. This startling difference for such a distance, and his going to the cross-sections themselves, the fountain-

head of information on the subject, as was alleged to have been the case, were dwelt upon and urged as reasons for our giving credit to his statement of results, rather than to that of Mr. Grant.

We have had the cross-sections for that locality used by Mr. Odell for this and other calculations tested and compared with the official ones, and after a close scrutiny, it appears that the book of cross-sections prepared by him did not give correct copies of the official cross-sections for the locations in question; and errors were shown sufficient to account entirely for the discrepancy which had been dwelt upon, as aforesaid.

The most marked discrepancy on the other side of the account between Mr. Odell's return and the Government return was, at the instance of the claimant, also submitted to a similar close and thorough scrutiny. In another locality, between Stations 528 and 564, Mr. Odell gave the increase in rock due to changes of grade and location, at 6,573 yards, while the official statement gave 262 yards, or a difference of 6,311 yards, equivalent, at the rate charged by Mr. McGreevy, to \$15,777.

A fresh plotting of all the cross-sections over the distance between these stations, and a re-calculation of all the quantities so shown, has indicated that the quantity is 288 yards instead of 262, as shown by the Government returns, and instead of 6,573, as shown by Mr. Odell.

The entire failure of the claimant to establish any substantial errors in the official returns upon the quantities now under discussion, or to establish the correctness of Mr. Odell's statement, which he had advanced with so much confidence, induces us to rely upon the Government returns rather than upon any other, when it becomes necessary to ascertain the difference in the quantities of work as finally executed, and as originally estimated, either in the bill of works or in the cross-sections, from which that document was compiled. We are not able, however, to proceed at once to dispose of Mr. McGreevy's claim on the question of changes of grade and location, by comparing the quantity of executed work with the quantity so mentioned in the bill of works, or in the data from which it was prepared, because Mr. McGreevy contends, as before mentioned, that these original estimates, including the cross-sections themselves, were erroneous and gave larger quantities than would have been really required in the original locations, for which new locations were finally adopted. He relied upon evidence to the general effect that the cross-sectioning of the line had been done by the engineers with a view of making the quantities liberal, that is, larger than were considered requisite, this course being adopted, as he said, in order to prevent disappointment afterwards, and so that the contractors would eventually complete the work without exceeding or even reaching the quantities suggested by the bill of works. He said they wished to "give the lump sum system a fair trial."

We have, therefore, had to learn as best we could whether there was any more reliable guide than the bill of works to the true quantities which would have been removed by the contractor in the respective original locations. For the purpose of testing this matter, we adopted, in addition to others, the following method:—We have taken portions of the line upon which there was no change of grade or location, and have endeavored to ascertain how the original estimate of quantities for those distances, as shown on the bill of works, agreed with the quantities of work executed on the very same places. This test had not been previously applied. It seems a simple problem, but there are some circumstances connected with it which prevent a perfectly accurate solution. The final official returns of the executed work are not always made for the distances between exactly the same stations as those mentioned on the bill of works. This is one obstacle; and again, in the execution of the work it frequently happens that the proportions of rock and earth vary from those anticipated before the ground was broken. When the proportion of rock increases, the quantities to be executed diminish, because the slopes may be steeper, and *vice versa*.

The aggregate of the several portions of the line on which no change of grade or location took place is about eight and a-half miles of the twenty included in this

contract. Mr. Grant, a witness called, as before stated, by Mr. McGreevy, and who had been engineer in charge of the works, during their construction, being requested to make the calculations necessary to show how the quantity originally estimated in the bill of works compared with that actually executed on any such portion of the eight and a-half miles as he should select as a fair illustration, took as a sample a length of about two miles, and also another short distance selected by Mr. McGreevy. For these distances he worked out in detail from the original cross-sections all the quantities so as to make a correct comparison between the work originally estimated and that finally executed. For these portions of the line, and on which no change of grade or location took place, his investigation showed that in rock-work the bill of works was too low by something under 400 yards, and in earth-work too high by something like 5,000 yards. It happened frequently in the execution of work of this sort that a cutting will turn out more of one kind of material and less of the other than was expected, without showing that the original estimate was wrong as to the aggregate quantities, and in order to ascertain some percentage or rate by which the bill of works in this case was in error, if at all, we have reduced rock-work and earth-work to a common measure. This, we think, makes the result more plain than if the difference in rock and in earth were stated separately.

The evidence throughout our enquiry concerning this claim leads us to conclude that work in rock was worth six times as much as the same quantity of work in earth. In order, then, to see the percentage by which the bill of works, for these tested distances, was wrong, we have to multiply the deficiency in rock by six and deduct the product from the earth, above mentioned, as having been stated too high in the bill of works. This process shows that the whole executed work, equivalent there to about 406,000 yards of earth-work, was about 2,400 yards less than the quantity estimated in the bill of works. In other words, the bill of works was about six-tenths of one per cent. in error.

The claimant endeavored to show that, in a particular instance, several hundred yards of earth were mentioned in the bill of works to be "wasted" more than was necessary, but the evidence was not convincing, and upon the whole, we feel that we are not justified in adopting, as a rule, any percentage more favorable to the contractor than that shown as above, and in our opinion this is sufficiently supported to induce us to take it as the best available guide to the true quantities of the original locations.

In each instance, therefore, where it becomes necessary to define Mr. McGreevy's rights by stating the difference between the executed work on any particular locality in which a change of grade or location took place, and that which would have been requisite on the original location for the same locality, we have not only to learn the difference between the quantity stated in the bill of works and the executed quantity, but we have also to get another factor, namely, the percentage to be taken off the bill of works in order to show the true requisite quantity, or if we do not go through this process in respect of each locality, we must, in some other way, give Mr. McGreevy the advantage of this percentage, as a deduction from the whole quantity stated in the bill of works for those localities in which a change of grade or location took place.

Now, it appears to us it would be more simple, at the outset, to allow a credit in one item to Mr. McGreevy of this percentage for all the quantities named in the bill of works for places where changes of grade and location took place, and after that to adopt the quantity mentioned in the bill of works as correct, making the comparison between that and the quantity of the executed work. We proceed, therefore, at once, to give him credit for the value of this percentage.

As mentioned in our general report, we are of the opinion that in estimating the value of any of the work under clause 4 of the contract; concerning work saved or increased by changes of grade or location, neither party is bound by the price mentioned in the schedule attached to the tender, but is entitled to charge for, or liable to pay for, the increase or saving, as the case may be, a fair value for the work at the time and irrespective of the offer upon which the contract was based.

The evidence leads us to say that \$1.80 is a fair average price to allow for the rock-work on these portions of the line where the changes of grade or location took place. The total rock work for these distances was about 94,500 yards. The percentage above named gives 567 yards, which, at \$1.80, produces \$1,020. The total earth work for the distance in question was about 910,000 yards. The percentage is 5,460 yards, and earth excavation was in our judgment, worth 30 cents a yard. This makes \$1,638, and added to our allowance for rock just mentioned, makes a total of \$2,658. We treat this as a credit to Mr. McGreevy in the calculations concerning these changes of grade and location and on this subject it stands for the present as a credit to him.

This, opening the way as it does, for our adopting the bill of works for the purposes of comparison with the executed work, we find that the quantity of rock increased by changes of grade and location to be further credited to Mr. McGreevy is 8,980 yards, and at the rate above mentioned it amounts to \$16,164. Upon the same principle we charge him with 119,366 yards of earth saved by similar changes of grade and location, and at 30 cents a yard, the rate above mentioned, we find him, under the terms of the contract, clause No. 4, to be chargeable with the sum of \$35,809. The two credits just allowed him, \$16,164 and \$2,658, together amount to \$18,822, being deducted from this charge against him leaves a balance of \$16,987, by which his bulk price of \$648,600 must be reduced according to the terms of the contract for a diminution of work in rock and earth, taken together, caused by change of grade and location. This leaves his bulk price \$631,613.

While on this subject it will be proper to point out that there are other ways in which the work of the contractor was diminished by changes of grade and location. The line of the railway through this section was at first located near the banks of the river, and whenever an opportunity offered it was moved away from the river. This had the effect of saving, in some places, the protection in the shape of crib-wharfing, which would have been necessary had the original location been retained. Upon the evidence of the official returns of the Government resident engineer, we find that in consequence of changes in this respect a saving of 2,390 lineal feet of crib-wharfing was effected. It is not disputed by the contractor that some saving in lineal frontage took place. This crib-wharfing in the schedule attached to the tender, is rated, not according to its cubical contents, but by the lineal foot frontage alone. The rate there given is only \$3 per lineal foot, but the evidence makes it plain that this was far too small a sum, and that in reality the work would cost very much more than that price. The contractor testifies that it was worth \$4.50 or more per yard, and that each lineal foot took more than four cubic yards. According to our judgment on the evidence, it was worth about \$8 a lineal foot, and on the principle which we have adopted already, at the suggestion of the contractor, viz., that the work to be charged for or credited under clause 4 should be valued at its real value, and not at the price named in the schedule we apply to this length of crib-wharfing so saved, the rate of \$8 per foot, which makes a further charge of \$19,120 against Mr. McGreevy, and reduces his bulk price from \$631,613 to \$612,493.

The evidence also shows that changes of grade or location caused a diminution of the number and size of culverts which were to have been built of second-class masonry; the movement of the line landward made it unnecessary to provide for a waterway through the embankment so frequently or so extensively as would have been the case if it had retained its original position further down the ravines and nearer the river. According to the evidence on this subject, the official return of the resident engineer, we have come to the conclusion that the proper quantity of masonry to be charged under this head is 731 yards, and in our judgment, \$9 is a fair price per yard to allow for it. This is a further charge of \$6,579 against Mr. McGreevy, and reduces his bulk price from \$612,493 to \$605,914. The quantity here charged is irrespective of that saved by the use of iron pipe culverts, which is hereinafter dealt with.

A small amount of paving has been saved to the contractor in the same way. Upon the evidence, we find it amounts to 172 yards, and is worth \$5 per yard. A charge of \$860 for this further reduces his bulk price to \$605,054.

The next item of Mr. McGreevy's claim, No. 3, is for moving hard-pan. There was no excavation of this material, caused by a change of grade or location, except at one locality. Here the length of the deviation was about 500 feet, and it was not at the greatest distance, from centre to centre, more than 15 feet away from the original line. The width of the road bed was 22 feet, so that where the substituted line was farthest away from the former one, there was still a width of about 7 feet of the original road bed common to the new and the old location. This common width increased each way towards the points of deviation. Where this hard-pan occurred the line ran near the bank of the river, and the change was landward. The bed of the hardpan was gradually thinner as it approached the water. These circumstances enabled the engineer to form a fairly correct opinion of the quantity which would have occurred on the original line and a precise opinion of what was really moved.

About the time the work was done the engineer in charge returned 4,200 yards as the whole quantity of this material moved, and a fair reduction for the portion that was common to the old and new location would make the excess caused by the change about 3,000 yards. Without remembering that he had formerly made any such return, Mr. Grant, before us, worked out the quantity as well as he could from his recollection of the distances, depths, &c., and made it 2,900 yards. On the whole evidence concerning this quantity, we adopt 3,000 yards as proper to be allowed to the claimant.

Hard-pan was much more expensive to move than ordinary earth, and sometimes cost as much as rock, and on the evidence, we think it worth the price charged by Mr. McGreevy, namely, 60 cents per yard, over and above ordinary earth. We allow a credit, therefore, to the claimant for this work of \$1,800, which increases his bulk price from \$605,054 to \$606,854.

Item No. 4 is for extra haul. The evidence shows that the increase of work caused by change of grade and location did, in particular localities, make a longer haul requisite than 800 feet, which is mentioned in the bill of works as the estimated average length of the haul, and it is admitted by the contractor that in other places similar changes caused a great decrease in the material used, and with it a corresponding decrease of haul. He contends, however, that he is not liable to be charged with a diminution of haulage so caused, for the reason that a minimum haulage is nowhere specified or bargained for, and that, therefore, whenever a haul beyond the average aforesaid occurs, on account of a change, he is to be paid for it. We cannot coincide with this view. We do not read the contract as entitling him to extra haul in any event. Nowhere in the bargain is the value of haulage separated from that of excavation. It is stated that where the embankments cannot be made up by haulage of 1,600 feet at most, then the contractor may be obliged to resort to widening the cuttings in order to supply material, but in the papers pertaining to the contract we see no provision for the contractor being paid extra for haulage. If such work could be separately taken into account between the parties it would not be to the claimant's advantage, for the well-known clause 4 of the contract declares that he is to be charged with any diminution of work caused by change of grade or location. The evidence shows, beyond doubt, and we have already reported that changes of grade and location caused a great decrease in the whole material moved on this section. If a price were to be fixed for the haulage of material, independent of other work in it, then when we charge Mr. McGreevy with a saving in earth-work, as we did, we ought to have debited him also with some haulage. We think, however, that it is more proper, because more in accordance with the whole bargain, to make but one price per yard for the material moved, including haulage, and on both sides of the account we have dealt on this basis with the value of work in earth and in rock. No charge for haulage is allowed for or against Mr. McGreevy. His bulk price, therefore, stands at \$606,854.

So far we have been dealing with the state of the accounts between the claimant and the Government under the terms of the contract, and before proceeding to take up any of the claimant's charges, either for damages or extras—that is, work beyond the contract for which no price was agreed on—we think it advisable to take

up other items as to which the parties had been in accord, and for which the price has been either specified or a method for reaching it has been agreed upon.

A review of these and the payments made by the Government would enable us to point out, as a distinct feature, the state of the accounts concerning all the matters on which there has been an agreement between the parties.

The contract contemplated wooden superstructures for the bridges. Before this was commenced on Section 18, the Government decided to substitute iron superstructure when it could be done by the consent of the contractors, and an agreement was prepared and executed by all but one of them, the present claimant among the rest, in which it was agreed on the part of the contractors that when considered desirable the Commissioners might furnish and erect spans of iron free of cost to the contractors, and that a deduction should be made from the amount payable at the close of contract equal to the value of the wooden spans and masonry saved by such substitution, calculated at the rates given in the schedule to the contracts.

On this section iron spans were substituted for those of the original design, and at the schedule rates the value of those saved to the contractor is \$20,200. It is proved, however, before us, that this substitution had the effect of increasing the height of the masonry of the mill stream bridge, whereby the contractor was obliged to do 86 yards more than would have been necessary for wooden spans, and in a place where the work was of a most expensive character. On the evidence, we value this masonry at \$20 per yard, and we deduct \$1,720 from the \$20,200 before charging the saving of the wooden spans; the balance, \$18,480, being taken from \$606,854, Mr. McGreevy's bulk sum price is reduced to \$588,374.

There is a charge made by Mr. McGreevy as item No 18 of his claim for iron pipe culverts furnished to him in lieu of other culverts. This is a matter provided for early in the negotiations—in fact, it has to be settled according to the terms of the schedule which accompanied the tender, and is the single exception where schedule prices were to bind the parties. The item relates entirely to iron pipe culverts constructed in lieu of some of the open ones originally designed.

These pipes passed through the embankment which support the road-bed, but instead of requiring masonry all the way through, as did the culverts' first design, they were surrounded and supported at each outlet by masonry, which extended into the embankment only for a short distance. For the rest of the distance the pipes were protected by concrete. The effect of this change in the design was to diminish very much the quantity of masonry, but we have come to the conclusion that what was used ought to be allowed as first instead of second-class, which would have been employed in the culverts according to the original plan. By the terms of the tender and the schedule attached to it, prices were there fixed for the work necessary to be taken into account, should such a change as this be carried out. The following language is found in the schedule :—

This simplifies the decision on this item; the schedule gives the following prices :—

“ In the event of iron cylinders being employed, the contractor will be allowed for them as well as for the concrete used, at the prices in the schedule, and a deduction will be made for the saving effected in masonry and other work.”

Iron pipe cylinders in place, per foot.....	\$25 00
Concrete, per yard.....	5 00
First-class masonry, per yard.....	14 00
Second-class masonry, per yard.....	8 00

The following quantities were supplied by the contractor, and we apply to them the schedule rates, as follows :—

Iron pipes, 424 ft., at \$25.....	\$10,600 00
Concrete, 425 yds., at \$5.....	2,125 00
First-class masonry, 397 yds., at \$14.....	5,558 00

Total.....	<u><u>\$18,283 00</u></u>
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The saving was 1,318 yds. of second-class masonry,
 at \$8..... \$10,544 00

The difference between these two sums, viz., \$7,739, is to be credited to the claimant, and the bulk price is thereby increased from \$588,374 to \$596,113.

The Commissioners paid Mr. McGreevy \$602,200 on his work. This is not disputed by him, and the effect of it is that he received \$6,087 more than was due to him under his contract, and the subsequent agreement concerning wooden super-structure of bridges.

In the summer of 1875 the Government, under a clause of the contract, undertook the payment of wages in arrear to the contractor's laborers, and from that time forward disbursed all sums necessary to carry on and complete the works contracted for by Mr. McGreevy. They spent altogether \$41,897, and always contended that he was chargeable with the whole of it. He does not dispute that the most of it is properly chargeable, but objects to some portions.

We have heard such evidence as is now available on the subject, and we have come to the conclusion that \$2,356 of it was spent in 1876, for work on embankments, which Mr. McGreevy testifies was not to be done by him, and concerning which we have some doubt. It was also proved that the expenditure covered about 2,500 yards of rip-rap placed around the piers of the Mill stream bridge, in 1876. The evidence leaves some doubt as to whether this was part of the claimant's work under his contract, or was due to a new view of the engineers, at the close of the work for making the foundations of the piers safer than they would be by the original design. The evidence showed the work to be worth about \$1 a yard. Therefore, we think the disbursement for this rip-rap equal to \$2,500, and the \$2,356 above mentioned; in all, \$4,856 should be deducted from the \$41,897 so spent by the Government as aforesaid, and the balance only, namely, \$37,041, charged to the claimant.

In the account, as shown by the books of the Commissioners, the charge for the moneys thus disbursed had been diminished by an allowance for the value of the iron pipes brought upon the works by the claimant, but which, not being there required, were taken by the Commissioners for another place, on the understanding that he should be paid for them. He offered them at the time for cash, at \$22 per foot. They were taken, however, without paying him that, or any other price, a credit being given to him against these advances by the Government to the extent of \$3,888, or at a rate of \$18 per foot. Mr. McGreevy now claims a credit at the rate of \$24 per foot. The evidence leads us to say that the price claimed by him is not too high. The total length of them was 219 feet 10 inches, which, at \$24, makes \$5,276. This being deducted, instead of the \$3,888 above mentioned, from the Government expenditure, \$37,041, as allowed by us, leaves the balance, \$31,765, to be charged to him.

This added to \$6,087, the balance already shown against him, increases it to \$37,852.

We now proceed to that portion of Mr. McGreevy's claim which stands upon some foundation other than an agreement between the parties. It may be divided into two principal branches: One, charges for work alleged to be beyond that covered by the contract, and for which the claimant seeks compensation, in addition to his bulk price; the other, for damages which, the claimant alleges, he has suffered by wrongful breach of contract on the part of the Commissioners.

Item 5.

429 yds. first-class masonry, additional depth, Mill
 stream bridge, at \$22 per yd..... \$ 9,438 00

Item 6.

1,000 yds. excavation for the same, at \$1.50 per yd.... 1,500 00

Item 9.

Coffer-dams, unwatering five foundations, for the same, at \$2,000 each.....	10,000 00
Total.....	<u>\$20,938 00</u>

We deal with these three items together, because they must be disposed of on one and the same principle.

The railway bridge over the Metapedia River was built close to the mouth of a creek known as the "Millstream," and is indifferently called the "Metapedia" bridge, or the "Millstream" bridge. These three charges are based on the fact that this bridge was built on a foundation 2 feet lower than was supposed to be necessary when tenders were received, and when the plans were originally made out. It included three piers and two abutments. The position of each of these was moved about 20 feet further west than originally intended. These items, however, 5, 6, and 9, have no connection with that change of location.

After the new location was adopted, the contractor sunk caissons and prepared to carry out the work on the original plan. He commenced his work for the foundations without making any provision for the possibility of a greater depth being required than was originally contemplated. Before the masonry was commenced, the engineers found it necessary, for safety, that the foundations should go 2 feet deeper, and directed the contractor accordingly. The caissons not being suitable for this, the contractor had to drive piles several feet below the bottom of his caissons, so placed side by side as to form a protection against the water and the surrounding material while he was excavating and building the additional depth. In carrying out this change he furnished work of the kind charged in these three items, and he claims that this work is not within that which he undertook for his bulk price, and that he is therefore entitled to be paid extra for it. If his claim were a good one, we think, upon the evidence, that he should be paid something less than \$10,000, but we have not examined minutely the details of the charge, sufficiently to state it accurately, for the reason that in our judgment there is no liability to him on any of these three items, and we come to this conclusion, whether we look at the letter of the contract as signed and sealed by the parties or at the spirit of the understanding between them before, the contract was drawn up, and which both parties intended to be embodied in that document.

Speaking, first of the letter, the specifications which were attached to and which, by express agreement, formed part of the contract, containing the following language:—

"28. Foundation pits must be sunk to such depth as the engineer may deem proper for the safety and permanence of the structure to be erected.

"29. No masonry shall be commenced in any foundation pits before they have been inspected and approved by the engineer.

"36. The masonry shall not be started at any point before the foundation has been properly prepared, nor till it has been examined and approved by the engineer."

Clauses 4 and 10 of the contract, before mentioned, declare that the bulk price is to be full compensation for all works contemplated by the contract, or required in virtue of any of its provisions, and that all changes or increases in the work to be done, unless due to changes of grade or location, may be made by the engineer without giving the contractor a right to extra price.

The evidence leaves no doubt in our minds, that after entering into the contract facts were discovered concerning the physical features of the locality which made it apparent that an extra depth was required for the safety and permanence of the bridge.

As far as concerns this bridge, the main object of the contract in the contemplation of both parties, was to make a sufficient structure on a safe foundation, and holding the contractor to the attainment of this object without extra price is, we think,

a fair and reasonable interpretation of the document. It is true the contractor, before closing the bargain, took no pains to inform himself of the nature of the material, where it was at first proposed to place the foundations; and he probably was ignorant of what would be required, but we think he cannot relieve himself from the unexpected outlay caused by getting to such a foundation as would secure the object of the contract by pleading his ignorance, or by saying that the information furnished to the other party by their own engineers was not full or accurate. The fact that this information was imparted to him does not alter the rights of the parties, especially as it was given avowedly for no more than it might be worth to him, and he was expressly invited and cautioned to use means of his own to get a better knowledge of all material facts. *Thorn vs. London, L.R.I., app. ca. 120.*

But we do not think that our decision need rest only upon the literal form of the contract, nor on the general liability of a contractor to attain, at his own risk, the object of a bargain, for in this case Mr. McGreevy had express notice, before making his offer, that as far as structures over streams were concerned, the contract would require him to supply, without extra price, such additional work and materials as might, during the progress of the work, be shown to be necessary, in order to complete each structure upon a sufficient foundation. The bill of works says:—

“The structures proposed (over streams crossing the line of railway) are, from all the information obtained, believed to be the most suitable, but should circumstances require any change in the number, position, waterways, or dimensions, the contract will provide that all changes shall be made by the contractor without any extra charge. The schedule gives the probable quantities in the structures now proposed, and the data upon which those quantities are ascertained. Much, however, depends on additional information to be obtained with regard to the freshet discharge of streams, as well as the nature of the foundations, and with respect to the latter, accurate information can only be had during the progress of the work.”

In the schedule referred to the two bridges on this Section 18, one over McKinnon's brook, and this one over the Metapedia River, are specially mentioned, with estimated quantities of masonry, excavation, &c.

Uncontradicted evidence shows that up to, and including the time of the execution of the contract, it was the mutual and concurrent intention of the parties to embody in that document the agreement arrived at by the acceptance of Mr. McGreevy's tender, based as it was, beyond question, amongst other things, on the contents of the notice to tenderers, known as the bill of works. If, therefore, it should be necessary to re-shape the formal contract so as to make it more fully or more plainly in accordance than it is with the bargain on this matter, it would be proper to insert in it any portion, or even the full text, of the bill of works. Indeed, it was urged by the claimant before us, through his counsel, that the bill of works was a material part of the bargain, and that the bargain should be construed accordingly. Under all the circumstances, the language of the documents, the notice to tenderers, and the expressed intention of the parties, we have come to the conclusion that the claimant ought not to be allowed for any of the works mentioned in Items 5, 6 and 9.

Item 7.

8,500 yds. special rip-rap to pier abutment, at \$3 per yd. \$25,500 00

Although this quantity, 8,500 yards, is mentioned in the claim, the contractor does not seriously contend that any such quantity should be allowed to him. The bill of works estimated 11,000 yards as the quantity of rip-rap necessary to complete the works according to the original design. As a fact, no more than this quantity claimed by Mr. McGreevy, 8,500 yards, has been executed altogether.

The only quantity for which the evidence gives a shadow of a claim by Mr. McGreevy is that placed round the piers of the Millstream bridge, in all about 2,500 yards. In the summer of 1876 this was done, not by him but by the Government, after they had taken upon themselves the expenditure necessary to complete the works

contracted for by Mr. McGreevy, but the cost of it was, as before mentioned, charged against the contractor.

If the whole of the moneys expended by the Government in the completion of the works had been allowed by us to stand against Mr. McGreevy, then it would be our duty to decide whether this quantity of 2,500 yards was or was not within his contract, and whether it should be allowed to him now as an extra to be paid for beyond his bulk price. But, inasmuch as we have already taken out of the moneys expended by the Government what we believe to be the cost of this particular work, namely, \$1 dollar per yard, in all, \$2,500, and have charged Mr. McGreevy only with the balance of the moneys expended by the Government, it is apparent that at this place we can make no allowance to the claimant for this item, and the state of the accounts before mentioned is not altered.

Item 8.

Stone bottom under embankment east of Millstream
bridge, 10,300 yds., at \$1.50 per yd. \$15,450 00

This east abutment was finally located in the river some 20 feet farther from the bank than was originally planned. The railway embankment for some 700 feet eastward from this abutment was built upon a stone foundation. This, however, was only according to the original design, and we find, in the bill of works, a notice to tenderers that this was to be done. In fact, a place on the opposite side of the river is there mentioned, from which the necessary material was to be got. The quantity given in the bill of works for this foundation is 13,765 yards, but the contractor was fortunate enough to complete it with 10,300 yards.

On the attention of the contractor being called by us to this notification in the bill of works, he said that only a small proportion of the material used was actually taken from the place so specified, because it was found that the stone excavated there would be required close by, and that it was deemed better to take it for this foundation from other localities on the east side of the river, one of them a quarry opened by him within the line of the railway. He said, however, that no one, engineers or others, acting on behalf of the Government, had prevented his furnishing this material from the place specified in the bill of works. It is clear upon the evidence that he chose not to follow the original design, and this fact, we think, disposes of the claim, unless it be as to the increased length of the foundation, about 20 feet, which was caused by the movement of the bridge westward; as to that piece, the evidence leads us to say that the movement saved to the contractor about the same quantity of stone foundation on the west side of the river, as it increased it on the east side. Therefore, we do not allow anything on item No. 8.

Item 8a.

Hand packed bank stone, 7,980 yds., at \$1 per yd. \$7,980 00

The work here charged for was for a stone protection to a portion of the work made to save it from the wash of the river. According to the original plan it was intended that in many places along the river a protection should be made in the shape of crib-wharfing, and sketch No. 26, a general plan for this work, was given to tenderers. The bill of works estimated that the aggregate length of crib-wharfing would be about 22,000 feet, and that it would comprise 96,000 cubic yards of stone, gravel and timber combined, but it was intimated also in the bill of works that rip-rap would be used between various other points, as well as such other protection as might be deemed necessary to thoroughly secure the embankment from the wash of the river and other streams.

Early in the progress this contractor suggested to the Government, that instead of resorting to crib-wharfing as frequently as was at first intended, he should be allowed to substitute for it in some places a protection formed entirely of stones carefully placed and packed so as to make the work secure and permanent. The suggestion was acceded to and, as a consequence, the length of the crib-wharfing pro-

per was reduced to about one-half the lineal frontage, indicated in the bill of works. In fact the length of this very work mentioned in Item 8a is included in the length of the bank protections designated generally as "crib-wharfing" in the returns by the Government engineers, and in the statements put in before us by Mr. McGreevy, but he claims that dealing with this as ordinary crib-wharfing will not sufficiently compensate him, because the stones were here placed in position with more than usual care and expense, for which he claims \$1 a yard.

Upon the whole evidence, we have to say that his contention concerning this item is not well founded; that at the best this can be considered only as so much of the length of crib-wharfing undertaken by him in the contract. It is, by no means, clear to us that it was more expensive than ordinary crib-wharfing would have been if made of timber, rock and gravel, according to the original design, and if it were, we think the "other protection" mentioned in the bill of works would cover it; therefore, we allow nothing for it.

We treat it as a part of the crib-wharfing furnished by the contractor, and for which he has made a claim of \$491,970 in Item No. 12. This we deal with by itself further on.

Item No. 9 was disposed of in conjunction with Nos. 5 and 6.

Item 10.

4,617 yds. of second-class masonry, built different from specifications and equal to first-class, at \$9 per yd.. \$41,553 00

The bridges, the larger culverts, and the arches of some of the smaller ones were, from the beginning, intended to be and were built of first-class masonry. This claim relates entirely to those portions of the smaller culverts which were originally designed to be of second-class masonry, but which the claimant alleges to have been built of first-class masonry, and it is exclusive of those culverts in which iron pipes were substituted for masonry.

Concerning this item, there is a wide divergence of opinion amongst the witnesses, including the claimant. There is no doubt that the great desideratum in all the culverts was compact work with close joints. They were to be subject to the pressure of hill-side streams, which at times would be torrents, and against which it was thought no masonry would stand unless it was equal to the specifications for second-class.

The claimant testified, that from the stone which was on the section he could have built masonry equal to that second-class, and at an expense much less than that which was furnished; that owing to the requirements of the resident engineers he put into the work masonry of a character which was more permanent, more valuable to the public and more expensive to him than he would have done if he had been allowed to supply merely that which the specifications called for.

It is urged on the part of the Crown, that what the specifications called for would have been fully sufficient for the portions of the work now in question, and would have been accepted if the contractor had been able to furnish it; but that, from the fact of his bringing the stone in large pieces to the section, and from the difficulty of hammer-dressing joints close enough to answer the specifications for the second-class, it became expedient for him to make, and he did make, without extra expense to himself, the work which was actually furnished.

The specifications, part and parcel of the contract, described at some length the characteristics of first and second-class masonry. The distinctions necessary to be noticed in judging of this item are, as follows:—

The first class required:—

- (1) Large well shaped stones.
- (2) Regular courses.

The second-class:—

- (1) Smaller stones.
- (2) Random work, or broken course rubble.
- (3) Quarter inch joints.
- (4) Vertical joints dressed back square 9 inches.
- (3) Half inch joints.
- (4) Vertical joints not dressed.

It is clear, upon the evidence, that suitable stone for the work could not be had on the section, and the contractor was forced to bring it from a distance. Some of the witnesses declared that what was used was of such a character that it could not be hammer dressed smooth enough for $\frac{1}{2}$ -inch joints, that the only way to get such a joint was to chisel-dress the stone, and then it was no more expensive to make the joints as close as they were made than it would have been to make $\frac{1}{2}$ -inch joints. Others say that it might have been hammer dressed so as to make $\frac{1}{2}$ -inch joints, but only at an expense equal to that of chisel-dressing it for $\frac{1}{4}$ -inch joint, so that if the closer joints were supplied, they were, under the circumstances, no more expensive to the contractor than $\frac{1}{2}$ -inch ones would have been. And evidence was given by some witnesses, that in consequence of the necessity of transporting this stone from a distance, the cost of handling large pieces did not exceed that of the smaller stones necessary to make the same cubic contents of masonry. In fact, they doubt if large stones were not less expensive than small ones would have been, among other reasons, because the large pieces being brought to the ground, it was more economical to put in good sized blocks than to break them up and increase the number of courses and the number of beds to be worked.

Mr. Schreiber testified that he had seen much of the masonry in dispute, and that in a considerable portion of the work, when finished, it really fell short of the specification requirement for even second-class masonry, in this, that the joints were left more open than $\frac{1}{2}$ inch, but he said that notwithstanding that fact, some of it was up to first-class masonry in all respects other than joints, and that it was very much better than the contractor need have built under the specifications that an inferior kind would have complied with the specifications.

Mr. Hogan, who had been in charge of the works for Mr. McGreevy, and who was called by him as a witness before Mr. Shanly, testified that "a couple of the culverts, one in particular, a large open culvert, were built of first-class masonry;" adding that he did not know that the others were much better than good second-class masonry.

Mr. Grant, who had been resident engineer during the construction of the work, testified that he ordered a better class of masonry than that of the second-class, but gave, after much examination, as a reason for so doing, the fact that the contractor could not furnish stones of such a nature and so prepared as to leave only $\frac{1}{2}$ -inch joints, and finally he testified that he would not have objected if they had built up to the specifications, meaning the second-class specifications.

According to the evidence, the result has been, at all events, that the work has had the benefit of large stones and, generally, of regular courses, instead of small stones and random work, whereby the claimant has furnished in some culverts, work of a character more expensive to him and somewhat more valuable to the public than this contract called for. From the tenor of the evidence, as a whole, we get the impression that in some places this better work was furnished because of the pressure of the engineers, rather than because the contract could not be filled at less expense.

It is difficult for us to fix, satisfactorily to ourselves, the quantity of the masonry which was thus furnished by the contractor at a greater cost to himself than the contract called for, and that he would have furnished if he had been required to do no more than supply work equal to the second-class of the specifications.

Making our way as well as we can through the conflicting and embarrassing testimony on this subject, and giving the contractor the benefit of every reasonable doubt, we have adopted 2,000 yards as the closest approximation which we can make; and upon the evidence, we fix the difference in value between what he was obliged by his contract to furnish and what he did furnish, at \$4 a yard. This is equal to \$8,000, which sum ought to go to the claimant's credit, if his contention is right, on the interpretation of the contract concerning cases where the engineer, from a change of view after the contract was made, directed an alteration in the character of work, which was carried out at an expense to the contractor greater than would have been required by the original design. Mr. McGreevy claims that

in each case of this kind he is entitled to recover the whole amount of the additional cost. On the other side, it is argued that no matter to what extent the cost is so increased, the contractor must, by the terms of the bargain, bear it without any relief or reimbursement from the Government. It may be that the true interpretation is to be found between these extreme views, but we do not deem it necessary, in reporting on this claim, to offer an opinion on the soundness of either of these arguments, because the question towards the solution of which our investigation is a step—the liability of Her Majesty to this claimant—must be settled the same way, which ever of the interpretations before mentioned be followed.

If the question were, how much has this contractor been overpaid, then we would hesitate to place this item to his credit, unless and until we should conclude that his interpretation of the contract is the right one, or, at all events, until we should decide that the one advanced on behalf of the Crown was wrong.

As it is, we give him credit for this \$8,000, in order to show how, under his interpretation, the account would stand, according to the facts which we consider established by the evidence. This credit reduces the balance against him, from \$37,852 to \$29,852.

Item 11.

8,463 yds. of masonry, built with Portland cement,
instead of Canadian, at \$1.50 per yd..... \$12,694 50

The quantity here stated is about the whole that was built upon this section, including the first and second classes.

Under the head "Masonry," the specifications have the following language:

"(37). Hydraulic lime mortar will be used, unless otherwise directed, in building all masonry, from the foundations up to a line 2 feet above the ordinary level of the stream. It will be used, also, in turning arches, in laying girder-beds, copings, coverings of walls generally, in lipping and pointing. The hydraulic lime or cement must be fresh ground, of the best brand, * * * * * Before being used, satisfactory proof must be afforded the engineer, of its hydraulic properties, as no inferior cement will be allowed.

"(38). Lime mortar must be made of the best common lime, and will be employed in all masonry (except dry) where cement is not directed to be used.

"(54). In all walls built in common lime, the exposed faces will have a 4 inch lipping of cement."

By command of the Government engineers, the contractor supplied Portland cement, for all the masonry, except one lot of Quebec cement, which had been brought on the ground before the Portland cement was ordered, and which was therefore, allowed to be used.

Some attempt was made to show that Quebec, or other Canadian hydraulic cement, was good enough for this work, and that the contractor ought to have been allowed to furnish Canadian cement, which was less expensive than the Portland brand. The effect of the whole evidence, however, is to satisfy us that the Portland was "the best brand," and, that though some of the Quebec cement was good, the quality of the different lots of it was very uncertain, so much so, that, in order to secure the work being up to the standard indicated by the specifications, the only safe and proper course of the engineers was to reject the Canadian make. Therefore, we allow nothing on the claim, so far as it relates to the use of Portland hydraulic cement, instead of Canadian hydraulic cement; but the tenor of the specifications amounted, in our opinion, to an intimation to the tenderers, that from a line two feet above the ordinary level of each stream, the masonry would be built, not with any hydraulic cement, but with common lime, except those portions such as turning arches, laying girder-beds, copings, coverings of walls, lipping and pointing, as were specially mentioned; and we think, the demand for Portland cement throughout, instead of common lime, for this portion of the masonry, was an alteration in the character of the work, caused by a change of engineering views, after the

contract was made, and that the cost of that alteration may now be passed to the credit of the claimant, for the reasons which we gave concerning the allowance of the last item.

The evidence is not conclusive as to the quantity of masonry which, by the specifications, was intended to be built with common lime, but leaning as far in favor of the contractor as the evidence will permit, we adopt 4,300 yards as the highest quantity which could be allowed. To this we apply the rate of \$1 50 per yard as proper for the difference between building masonry with common lime and with Portland cement. This adds \$6,450 to Mr. McGreevy's side of the account, and leaves the balance against him \$23,402.

Item 12.

Crib-wharfing as protection to embankment, 163,999 c.
yds., at \$3 per yd..... \$491,997 00

Mr. McGreevy makes a claim for the whole of this amount, on the ground that he should be paid for all the crib-wharfing built on Section 18, inasmuch as crib-wharfing is not mentioned in his contract or the specifications attached to it.

He testified before us, that when reading the bill of works previous to tendering, he understood that crib-wharfing and all the other special works there mentioned would be included in the contract at the bulk sum price, but that immediately after signing the document he came to a different conclusion, and then "took it" that none of the special works were embraced in the contract, and he says he has remained of that opinion ever since.

The bill of works points out that crib-wharfing would be made, and gives an estimate of the probable quantity. Mr. McGreevy admits, and indeed urges before us, that the bill of works ought to be read as part of the contract, and the rights of the parties decided accordingly.

His tender was accompanied by a schedule, which names a rate for crib-wharfing, and contains a memorandum that the rates there given might be used for the purpose of progress estimates while the work was under construction; and his tender stated that he had seen the plans of work.

The plans are again mentioned in clause 2 of the contract, and it was according to them that he undertook to complete the work. They showed crib-wharfing both on the profiles and on the location plans, and localities were there specified at which it was then intended to have such work.

The contention that his bulk price does not cover any crib-wharfing is so unreasonable that it may be dismissed without further consideration, and we proceed to discuss the item, with a view of showing whether crib-wharfing was supplied by him of such a character, or to such an extent, as would justify an allowance therefor beyond the price named in the contract for the whole works undertaken by him.

The claim on this item is advanced by his counsel in the following language. He says:—

"Item 12. This work is not mentioned in the specifications. The bill of works calls for 22,000 lineal feet, equal to 96,000 cubic yards; and sketch 26, which may fairly be considered as forming part of the contract, shows a special class of crib-wharfing. Considering the intention of the parties at the time of tendering, it may reasonably be inferred that the contractor undertook to build about 96,000 cubic yards of crib-wharfing, to be according to plan 26, but certainly it cannot reasonably be supposed that the contractor intended, and really contracted for double the quantity, and for a class of work much more heavy and expensive."

It is true that the bill of works named 22,000 lineal feet as the probable length of crib-wharfing, and the contents for that distance was stated at about 96,000 cubic yards, but in the first clause of that document tenderers were expressly warned, as follows:—

"The quantities herein given * * * * are not warranted as accurate, and no claim of any kind will be allowed, though they may prove to be inaccurate."

We think it clear beyond argument, from the contents of the different documents which were preliminary to, and led up to the contract, as well as from the language of that document itself, that both parties at the bargain expected it and intended it to be speculative, and therefore, that with the chance of the work being to his advantage sometime, substantially diminished below those stated in the bill of works, as in several instances on Section 18, as they actually were, the contractor took the risk of their being occasionally increased to his disadvantage. If this leading feature of the transaction is ignored, the advertisement, the bill of works, the plans, the tenders, the specifications, and the sealed contract, were merely waste paper.

We cannot give effect to what we believe to be the real intention of the contracting parties, as evinced by the contract itself, as well as by all the documents in which they took part, without saying that the claimant has no right to an increased price, merely because in the execution of the work the lineal frontage or the cubic contents of the crib-wharfing was increased beyond the estimates given in the bill of works. It must be for some better reason than that, if there is a liability on the part of the Crown to pay him for any alleged excess.

Some stress has been laid on the fact that the section of crib wharfing on the sketch No. 26, alluded to in the bill of works, and which was framed for general use on the Intercolonial Railway, did not show so large an area as that of some of the crib-wharfing, or perhaps the average of it, actually built on Section 18 by this claimant. He said that after looking at that sketch he supposed he was contracting to build crib-wharfing that would never be deeper in the water than $2\frac{1}{2}$ feet, the depth indicated by that sketch. It was not stated on the sketch that that was to be the depth, but according to the scale on which it is made, the depth of the water at summer level would be $2\frac{3}{4}$ feet. The sketch does not show, however, that the crib-wharfing was to be built on a slope from the bed of the river up to a level of from 4 to 5 feet above the high water line.

It is so unreasonable that it may be said to be absurd to suppose that a single printed sketch as this was could be made for the whole line, or even for one section of it, which would give precisely the depth from the summer water level to the bed of the river at every locality in which crib-wharfing would be needed. From the circumstances of the case, therefore, as well as from the evidence of engineers on the meaning attached to such sketches, we conclude that this one was furnished and was received, not to bind the Crown concerning quantities, but merely to convey a general idea of the mode of construction; and that it was understood that in carrying out the work the crib-wharfing was to be of such dimensions as would suit each locality where it would be employed.

In the schedule attached to the tender the price given is only that for each lineal foot of the frontage, irrespective of cubic contents; and as a fact, that portion of the crib-wharfing which was heaviest and most expensive in proportion to length was completed without any progress estimate being made, except on the basis mentioned in the schedule, namely, the lineal frontage of what was built. Up to the time that Mr. Thompson, the first engineer, left the works, in 1871, his returns ignored cubic contents. His last one stated simply 1,901 lineal feet of frontage, and this, though the work classed now by Mr. McGreevy as crib wharfing had then been built for a distance of 850 feet through the large salmon pool, a portion of the river 16 feet deep in places, with a current of from 7 to 8 miles an hour. This is mentioned because we think it shows an understanding, up to that time, that the cubic contents of crib-wharfing was not an element in the accounts concerning the works on Section 18.

There is a view, however, concerning the work through this salmon pool which, we think, will justify us in taking a portion of the structures there erected out of the class of crib-wharfing, and in allowing the contractor for it as an independent work; but before touching that subject, we think it well to deal further with the whole claim of the contractor for works under the name of crib-wharfing.

The term "crib-wharfing" was adopted throughout the negotiations previous to the contract and in the bill of works, in order to describe a particular kind of struc-

ture combining timber and stone, to be used as a protection to the embankments against the wash of water, but it is clear that in the design submitted to the tenderers, and undertaken by contractors, it was not to be the only protection used for that purpose. Places were indicated where it would be employed, but it was also intimated that there would be other places where different protections would be resorted to in the shape of rip-rap, or in such other shape as should be deemed necessary. The following is a clause in the bill of works:—

“Special Works.

“(1.) Protection to slopes of the embankment: Crib wharfing of round cedar logs filled with stone and coarse gravel, as per sketch (see general drawing, No. 26) will be constructed between the various points shown on the profile; aggregate length about 22,000 lineal feet and comprising about 96,000 cubic yards of stone, gravel and timber combined. Rip-rap will be used between various other points (approximate quantity given in bill) and such other protection as may be deemed necessary to thoroughly secure the embankment from the wash of the river and other streams.”

Thus it was never intended that the distances for which crib-wharfing was specified should limit the length of the embankments to be protected artificially against the wash of the water. The claim, however, on this Item 12 is made up and advanced in such a way as to put out of sight the protections other than crib-wharfing which, under the contract, were to be furnished without extra price. In fact, every foot of protection against the water, built on this Section 18, whether of crib-wharfing or rip-rap, or other protection, is collected together in the claim under the name of crib-wharfing.

The resident engineers had so described it, from time to time, in the progress estimates, but the error there was immaterial, the object of such estimates being merely to show approximately the current expenditure of the contractor, so that he might be reimbursed a large proportion of it as the work went on, such temporary reimbursement not being intended in any way to effect the ultimate settlement of the accounts on the basis of the bulk sum price; but continuing the error now while the claims are being investigated with a view of final adjustment is a different matter and requires notice.

Some of the stone protection to embankments may be properly allowed to the contractor as a fulfilment of his undertaking to supply crib-wharfing, because early in the progress of the work he proposed in writing to put in some places a protection of stones carefully placed according to a sketch agreed to by him in lieu of the ordinary crib-wharfing, and his proposal was accepted. This resulted in his making crib-wharfing—that is protection with timber in it—for only about half the distance named in the bill of works, in other places he used the stone alone. The acceptance of his proposal probably led to the practice before mentioned of calling all kinds of protection crib-wharfing, but as we have said, continuing the practice has the effect of diverting the attention from those places where, according to the original design, there would be some protection other than crabbing, and gives to the contractor an apparent credit for furnishing crib-wharfing to an extent greater than he really did.

The clause above quoted from the bill of works shows that in addition to protecting embankments, with structures of timber and stone combined, it was, from the beginning, intended to protect them in some places solely by rip-rap, and in others by protections not specially described, 11,000 yards of rip-rap is mentioned in the bill of works as the probable quantity to be employed on the section in protection to embankments. The contractor has furnished no more than 6,000 yards under that name; it would be 8,500 had he been charged with the 250 put round the bridge piers by the Government, in 1876, but as mentioned in an earlier stage of this report he was not; and if all his protection to embankments is crib-wharfing, then he has really supplied 5,000 yards of rip-rap less than mentioned in the bill of works.

He has offered evidence to show that he has supplied crib-wharfing to about 160,000 yards in cubic contents, but this includes, as before mentioned, every kind of

protection which he has made in the embankments, as well as much other work which we consider to be portions of the embankments rather than crib-wharfing to protect them, and which represent a considerable portion of the cubic contents claimed by him.

We deal with these portions of the embankments later on, but in the meantime we feel constrained to say that according to the fair construction of the contract, and as we would interpret the bargain actually made had it been between man and man, this claimant is not entitled to charge for crib-wharfing, though the length of it and the contents of it exceed those suggested by the bill of works, unless such excess was due to the change of grade or location, of which there is no pretence.

There were two difficult places in the river known as salmon pools, across which the railway embankment was built. One is the place, before mentioned, where the depth of water was for a short distance 16 feet or more, with a swift current. This was the more formidable of the two pools. Through this one the embankment was built for a length of 850 feet, upon timber cribbing, next the river, filled with stones. This work was rectangular, not sloping, according to the design for crib-wharfing in sketch No. 26. At one point in this work the cribbing went all the way through the embankment and into the pool still left between it and the mainland, supporting an iron pipe through which the water on either side of the embankment found the level of that on the other side. Next to this, which we may call the centre piece, and on either side of it, more cribbing was built, which went a considerable distance into the embankment, and again on each side of these a further stretch was built, but not so far into the bank. These cribs being filled with stones, and the embankment completed at the back of them and over, then crib-wharfing proper, that is, according to the design in sketch No. 26, was placed as a separate work above them to the height required as a protection to the embankment. Before completing the roadbed it was discovered that the foundation of this vertical cribbing was endangered by the scour of the river, and large stones were then dumped into the water as a protection.

Mr. McGreevy testified that he protested to Mr. Thompson, the resident engineer, against being obliged to furnish this square cribbing for the foundation of the embankment, on the ground that his contract did not call for it. The answer was: "Whether your contract calls for it or not, you must do it," and he did it.

If left to his own judgment it was unquestionably Mr. McGreevy's duty to build a safe and sufficient embankment through that salmon pool, and the question arises, whether he did not, at the last, build it at as small an expense to himself as possible, consistently with maintaining the efficiency and permanence of the work.

He described to us, in his evidence, how he would have done this without resorting to the expense of timber cribbing. The depth of the water and the rapidity of the current rendered it useless to deposit only the ordinary gravel to be had in that locality, but he said he would have advanced his work gradually from the shores, always selecting large stones from the river side of the embankment, and dumping them into the water, so making a wall several feet thick on that side; that this protection to the rest of the work during the progress of construction would have been necessary, but would have been sufficient to protect the embankment from being washed away by the swift, deep river; and he explained, that simultaneously with this work, he would have extended the remainder of the embankment with small stone, gravel, &c.

This makes it evident that a large portion of the work brought to our notice by Mr. McGreevy, under the name of crib-wharfing, was really a portion of the embankment, exclusive of the true crib-wharfing finally placed above it as a separate work, and would have been put there under Mr. Thompson's directions, if no such thing as crib wharfing, according to sketch No. 26, had ever been mentioned.

Mr. Grant, who succeeded Mr. Thompson, allowed the embankment through the other, the smaller salmon pool, to be built on the design mentioned, as aforesaid, by Mr. McGreevy, as the one he would have followed in the absence of express directions by the Government engineers; and, upon the evidence, there is every reason to believe that it was a good piece of work, fully sufficient for the purposes of the railway.

Mr. Marcus Smith was examined by us, with a view of ascertaining whether the plan suggested by Mr. McGreevy was feasible, also, for the larger salmon pool and sufficient for the purposes of the railway, and whether it was less expensive, and if so, how much less than that furnished under protest at the request of Mr. Thompson, the resident engineer. Mr. Smith, after hearing the evidence of Mr. Grant concerning the physical features of the locality, and all other matters necessary to be taken into account, took some time to consider the questions submitted to him, after which he gave evidence and prepared statements which lead us to the conclusion that Mr. Thompson's plan for the work through the larger salmon pool cost the contractor about \$16,000 more than his own plan would have cost him, and that his own plan would have been amply sufficient.

Through the smaller salmon pool Mr. McGreevy built, as before mentioned, the embankment in his own way; but, as in the case of the larger pool, he includes in his claim for crib-wharfing the contents of the lower rock-work there, as well as its superstructure of timber and crib-wharfing, though it is plain that no suitable embankment at that place could have been built without such lower rock-work, or some substitute equally if not more expensive.

The question now remains whether the claimant is entitled to a credit for the extra cost of the work through the larger salmon pool, occasioned by the demand of the resident engineer. After a close inquiry into the details of the different designs for this work, and the cost of such details, we have come to the conclusion that \$16,000, the amount named in the increased cost due to the Thompson design, represents about the value of the timber-work by itself. This timber occupied a certain space in the embankment, and so saved the necessity of supplying stone for that same space. The cost, however, of the other stone, was somewhat increased by the necessity of hand-laying a portion of it in the cribs. This circumstance makes the value of the timber cribbing alone about equal to the whole increased cost of the Thompson design.

We have come to the conclusion that this square timber cribbing may be properly treated as a work independent of and outside the contract, rather than a change from it; and so, within the decision of "Ritchey vs. Bank of Montreal," (4 U.C., Q.B. 459), in which case Chief Justice Robinson laid down the principle that "such works as the defendant might consistently, with the contract, have employed any one else to do were not so properly alterations or deviations from the work specified as work independent of and beside the contract, and in that sense not properly additions to it."

In this case, though it might have worked some inconvenience, we do not think it would have interfered with the rights of the present claimant if the Commissioners had given a contract to some other party to furnish these cribs in position as, and when they were wanted, and had directed Mr. McGreevy, under clause 6 of the contract, to suspend operations from time to time to allow this to be done, and afterwards to proceed to fill the cribs with the materials available for that purpose.

We have no hesitation in saying that this vertical cribbing was not a part of the original design. The bill of works professes to mention all the special works, crib-wharfing included, and makes no allusion to this kind of structure.

On the whole, we think it is not straining the construction of the contract in favor of the claimant further than would be permitted in a court of justice to allow him, in this case, the value of the timber-work used as a foundation for the embankments through the larger salmon pool, and we find that value to be \$16,545. We allow 110,300 feet of cedar finished, and in place at 15 cents per lineal foot, a credit of that sum leaves him overpaid on his contract price by \$6,857.

Item 12a.

Intermediate pieces to Sketch 26, 133,620 ft. at 17½c.
 per ft..... \$23,383 00

This is claimed because, in constructing crib-wharfing, a short piece of cedar log, in addition to any shown on Sketch 26, was introduced between the horizontal face logs of the work at a distance of 6 feet apart, in order to make the structure effective.

This change found no place in the particulars attached to the petition of right, which Mr. McGreevy laid before the Court of Exchequer, concerning his work on Section 18, nor in his claim before Mr. Shanly, nor in his claim as at first submitted to us. It has developed itself during our investigation.

Though this circumstance is not a conclusive answer to the demand, it is, we think, some evidence to show that from the time of his tender until now, the claimant understood that such a change might be made in the design for crib-wharfing, without in any way violating the contract, or giving him a right to charge it as an extra, to be paid for in addition to his bulk sum price.

The evidence of engineers leads us to believe that if nothing had been stated in the contract or in the negotiations concerning such changes as this, plans like Sketch 26 are made and received only for the purpose of showing the general features of the work to be done, and that when it comes to be carried out further details may be directed for the guidance of the contractor, so long as they are not inconsistent with the general design.

In this case Mr. Marcus Smith, as district engineer, decided that the crib-wharfing would not be strong enough without a short piece of cedar inserted at certain distances between the horizontal ones of the general design, in addition to those there shown, and he directed it to be built in this way, which was done.

It is well understood that in the general plans and designs furnished to tenderers before they make their offers for railway works, omissions of necessary details will occur, and that these omissions will be afterwards rectified; consequently, in this case, they were invited, as they generally are, to include in the amount of their tender such a sum as they might fix on, as sufficient to cover omissions and contingencies.

In the bill of works for Section 18 there is an item for omissions and contingencies, amongst others, "for all alterations in structures that may be found inadequate in strength;" and in the schedule of his tender, Mr. McGreevy inserted such an amount, as he chose then to name, in order to cover these risks.

In our judgment, it is according to the contract and the intention of the parties, that changes in detail, such as this, should not entitle the contractor to any additional price, beyond the bulk sum for which he undertook to complete the works, and we allow nothing for it.

Item 13.

1,800 yds. of rock, widening and deepening the stream,
 at \$5 per yd. \$9,000 00

Item 14.

35,000 yds. of earth, widening and deepening the stream,
 at 75c. per yd. \$26,250 00

The contractor, while making this claim, admits that it was provided for by the bill of works, as a portion of the work covered by his tender, and that his only ground for the demand is, that there is no direct allusion to it, nor to the bill of works, in the contract or in the specifications.

The bill of works gave notice that this stream widening and deepening was to be done, and estimated it at 3,000 cubic yards of rock and 19,000 cubic yards of gravel. The quantities returned at the time, by the resident engineer, as executed, were considerably less than those named in the bill of works.

As before intimated, the rights of the parties must, in our opinion, be settled as if the whole tenor and substance of the bill of works, the offer based on it, and the acceptance of that offer, had been originally, or was now set out in the original

contract. This being so, we have to say that the claimant is not entitled to anything on Items 13 and 14.

Items 15 and 16, in the particulars originally presented to us, were concerning culvert masonry and paving, but the evidence not supporting either of them, the claimant withdrew them, and the formal claim, as finally submitted to us, had no item between numbers 14 and 17.

Item 17.

Road diversions, in rock, opposite Stations 395 to 400....\$1,000 00

At a bend in the Metapedia River, the railway embankment was built in the water, across the curve, and would have narrowed the stream considerably, had not a point of land been removed from the opposite side. On this point was a travelled road. The contractor widened the stream, as required, and made a new road, to take the place of that which had so formerly passed over the point, as aforesaid. He notified the engineers that he disputed his liability to make this road, and called upon them, or their superiors, to do what was necessary to provide a public highway, in lieu of the one which would be destroyed by the removal of the said point of land. Nothing was done by the Government, and he made the new road now charged for.

In our judgment, the Commissioners ought to have done what was necessary to enable the contractor, without personal liability on his part to the public, or in any other liability, to remove land on which they had laid out his work, just as much as it was their duty to procure the right of way over any land which the contractor undertook to break into or move, and that in making this new road he was satisfying a liability to the public, which he had incurred at the request of, and for the benefit of the Commissioners. Much of the work was in rock, and the evidence shows that the price charged is not unreasonable. We allow \$1,000 on this item, which makes the balance overpaid to Mr. McGreevy, \$5,857.

Item 19.

Iron pipes, 249 ft., at \$24..... \$5,976 00

According to the evidence, the true quantity was 219 ft. 10 in., which at \$24 a foot, makes \$5,276. We have disposed of this item in an earlier part of our report, by deducting it from the advances made by the Government, between the summer of 1875 and of 1876, in finishing the work, and so reducing those advances from \$37,041 to \$31,765, which was the balance charged by us against Mr. McGreevy.

Item 20.

Damages by delay in the location of Millstream bridge,
non-payment of monthly estimates, taking
possession of the work, and other delays..... \$20,000 00

In Mr. McGreevy's claim before the Court of Exchequer, before Mr. Shanly, and at first before us, this claim was only for the delay in the erection of Millstream bridge. During our proceedings, however, he furnished a statement purporting to give the details of the item as it now appears. He there states:—

“ 1. The details of his loss at \$944 for stoppage of the works from the 3rd to the 16th of October, for payment of men who did not work at any other places; for loss on time of masons who did work at other places, but without the full value to him of the pay he was giving them, and for superintendence, contingencies, general dis-organization, &c.

“ 2. For having to work nights and Sundays at a late cold season of the year to get the abutment out of water and make up for delay, and he gives the pay list of the force employed, amounting to \$2,177.25.

“ For fuel, contingencies and deterioration to machinery. \$1,300 00

“ For shifting caisson and unwatering cofferdams . . . 1,200 00

“ In all \$5,621 25

"3. Damage by non-payment of estimates from and after April, 1875, taking a legal possession of work, loss of reputation, higher wages and greater cost in finishing the work, owing to the impression by the men that they were employed by the Government, \$10,000.

"4. Loss by cribbing being carried away, owing to its not being laid out in time to make connection with the land to keep it safe, \$2,800."

In 1873, after the contractor had commenced work for some of the foundations of the Metapedia bridge, it was decided to change the location about 20 feet westward. This was done because it was believed by the contractor and the engineers, that the western abutment would, at that place, reach a rock foundation at much less depth than where it was first designed to be built; that this would be a saving to the contractor without any detriment to the structure. Before the move was decided on, Mr. Bell, the district engineer, wrote to his superior officer that Mr. McGreevy asked for the change, and he recommended it to be granted; there was no loss occasioned by this move, except the cost of some work which had been done by Mr. McGreevy; he gives it in round numbers at \$1,200. On the evidence, we would say it was between \$900 and \$1,200.

Mr. McGreevy does not agree with Mr. Bell's version of the matter, that is, that the change was made at his request, but in giving his evidence he would not be positive that he had not requested the change, in a conversation with Mr. Bell. Looking at the correspondence, the oral evidence, and the object of the move, we have come to the conclusion that the contractor, expecting to be benefited by it, asked for it on his own account, and that he has no right to charge the cost of his previous preparations to the Government. It is evident to us that he expected to be more than compensated for them by the saving of work on the new location of the west abutment, and that it was on this understanding, either tacit or expressed, that the change of location was authorized. The cost of these preparations as "shifting caissons of one pier, \$600; unwatering cofferdam, \$600; in all, \$1,200," erroneously appears in the particulars of this item. In fact, these things have no connection with the delay in completing the Millstream bridge, caused by the stoppage of work from the 3rd to the 13th or 16th of October, 1873; that stoppage was subsequent to the change of location and shifting the caissons, &c., and it took place, as follows:—

The excavation for the west abutment on the new location did not reach rock where it was expected. This caused a great disappointment to the contractor and engineers. The only rock developed was a small point or "toe" extending towards the river from the high bank, so small that it could not add strength to the foundation, and it was deemed advisable to avoid it and build the masonry entirely on other bottom.

On reaching the depth at which the masonry was finally commenced, a question arose whether the material there found a strong clay, was sufficient to justify the engineers in permitting Mr. McGreevy to proceed with the building of the abutment. Mr. Grant, the resident engineer, thought it was, but Mr. Bell, his superior officer, thought not, and it was decided that the question should be referred to the Chief Engineer, who was expected there in a few days, a period not clearly defined by the evidence; but somewhere between ten and fourteen days' passed before Mr. Fleming arrived, during which time Mr. McGreevy, though ready to go on, was not allowed to proceed with the masonry. At the end of this time Mr. Fleming saw the foundation and decided that after removing about a foot of the clay, which had become tramped over and softened after exposure, the masonry might be proceeded with, on the condition that afterwards some protection, in the shape of rip-rap, should be placed around the foundation of it in addition to what had been previously designed. This is the delay for which the claimant is now charging.

There is no pretence that the question about the sufficiency of the foundation was not raised in good faith, and, in our judgment, the fact that the Chief Engineer finally agreed in the main with the resident engineer, is no reason for saying that the district engineer was not justified in keeping the question open for the Chief

Engineer before proceeding with the work; indeed, considering the importance of this foundation, we think he was bound to take the course he did.

There is, in our opinion, no ground for saying that in this matter the Commissioners, or their subordinates, were guilty of any wrongful breach of the contract, or of any promise to be implied from it, and if the contractor's claim depends on any wrong of any kind being done, we should have to say that he could be allowed nothing.

There is, however, a clause in the contract which, perhaps, is open to such a construction as to give him some compensation for this stoppage. Clause 6 declares that the Commissioners shall have the right to suspend operations at any particular point, or stop the whole of the works, and then an extension of time, equal to the delay, shall be allowed to the contractor in the completion of the work, such delay not to entitle the contractor to any claim for damages, unless the Commissioners shall otherwise determine, and then only for such sum as they may think just and equitable.

We do not feel sure that the stoppage under consideration, resulting, as it did, from a proper enquiry by the engineer, concerning the sufficiency of a foundation under the express terms of the specifications, is of the kind aimed at by clause 6, or that it is not rather one of the contingencies against which he must provide when fixing a bulk sum at which he would undertake to complete the works. But, giving the contractor the benefit of our doubt, we credit him with his whole disbursements and damages on that occasion, viz., \$944. This reduces the balance against him from \$5,857 to \$4,913.

The next portion of the item charged as a consequence of this delay, includes really the whole cost to Mr. McGreevy for the work which was done later in the season by the force mentioned in his claim. It is manifest that paying for the time his men lost during the delay, and also for the time afterwards spent on a work, amounts to the Government paying him twice for a portion of the work included in the contract—once to reimburse Mr. McGreevy for what he spent in getting it done, and again in his bulk sum price for the whole works. The Crown is not liable to do this; indeed, though it is apparent that pushing some of the work, as he did, late in the fall, made it more expensive to him than it would have been earlier in the year, we cannot say that this is due to the fault of the Government or their officers. The truth is, Mr. McGreevy expected to find stone on the section for his masonry, and was disappointed, and, upon the evidence, we find that he delayed unnecessarily and longer than was reasonable in procuring quarries or supplies at other places; and, as a consequence, the commencement as well as the completion of his masonry was delayed to the disadvantage of himself and of the public, and we think his being obliged afterwards, at expensive periods of the year, to disburse larger sums than otherwise would have been necessary, is to be attributed to his own delay from the beginning, rather than any omission or improper conduct on the part of the Government officials.

Mr. Grant, then the resident engineer, was called by the claimant as a witness, before Mr. Shanly. His sympathies throughout were largely with Mr. McGreevy. He gave his evidence as much in the claimant's favor as was consistent with the integrity which we think actuated him throughout the investigation of this contractor's claim.

He said "the getting of stones was the first hindrance" in the completion of the work; that it was the contractor's business to do this, and that he thought that was one of the main causes of the four years' delay in the finishing of the structure.

Though it does not now appear in the particulars of his claim for damages, the claimant at one time contended before us that the absence of plans was the cause of serious delay in building the Metapedia bridge. The matter was fully inquired into, and Mr. Grant was examined at some length upon it. It becomes apparent that the delay was really attributable to other causes. Mr. Grant testified that the contractor having in his possession the plans earlier than he did, would not have prevented the delay, of which the main cause really was, that no quarry of stone of a

proper quality, was found near the work. The claimant failed to convince us that he did not get, from time to time, all such plans as were necessary, and as were to be reasonably expected.

The next portion of the item relates to the non payment of estimates from April, 1875, and what is called the taking illegal possession of the work, &c. In clause 6 of the contract there is a provision for paying arrears of wages to the contractor's men, if it should appear to the Commissioners that any difficulty was likely to arise by reason of the men being left unpaid.

In the spring of 1875, the time mentioned here by the claimant, it did appear to the Commissioners that some difficulty was likely to arise from that cause, and after some hesitation they proceeded to pay such arrears instead of giving the amounts of the progress estimates directly to the contractor. Under the terms of the contract, we do not think that the soundness of the judgment of the Commissioners, on the probability of difficulty in any way affects their right to pay the men instead of the contractor, if in good faith they came to the conclusion that the specified difficulty was likely to arise, then under the contract and in the public interest it was their duty to avoid it, so far as that could be done, by payment of the overdue wages. On that occasion there was a serious discontent among the labourers, and it is manifest that a strike was threatened, if it had not really commenced, owing to the wages being in arrear. It is clear now, after a full investigation into the accounts as they then stood, that if the Commissioners had paid the amount of the progress estimates direct to Mr. McGreevy, as he wished, and if he had failed to give it to the men to whom wages were overdue, the completion of the work would have been delayed longer than it was, and probably accomplished at a greater cost.

Believing the state of the account to be as we have reported, we must necessarily say that the claimant suffered no damage by not getting moneys which he demanded, but which were not due to him.

The last portion of this item was never advanced till a late stage of our investigation. After considering the evidence on the subject, we cannot see any ground for saying that the damages, arising from the accident to which he alludes, were the direct or natural consequences of the delay in laying out the work for some of the crib-wharfing, nor, indeed, can we say that there was any such delay as amounted to a wrongful breach of any agreement expressed or implied between the Government and the contractor. Therefore, we do not allow anything further on Item 20. The balance over-paid to the claimant stands at \$4,913.

The last item of his claim, "balance due on contract \$46,400," is of course disposed of in our view of the accounts already given.

Upon the facts which we find established by the evidence, our final conclusion is, that Her Majesty is not indebted to Mr. McGreevy in any sum whatever on account of the works performed by him on Section 18 of the Intercolonial Railway.

Though this completes the report of our opinion on the details of the account between the Crown and the claimant, yet, after the lengthened and thorough investigation which we have made into all the transactions concerning Section 18, so far as Mr. McGreevy took a part in them, we feel called upon also to point out some of the prominent features of those transactions, as well as the bearing of our views upon the claim as a whole.

The learned counsel who advocated the rights of this contractor before us contended, that inasmuch as the work was to be performed in the Province of Quebec, the disputes concerning it ought to be decided according to the laws there in force. He argued, that an agreement to follow whatever changes from the first plans an engineer in his discretion might dictate is too indefinite to be valid; that the clause 4 and other *clauses de rigueur* of the contract would, in Quebec, be held to be void, on the ground that the object of the obligation must be something determinate, at least as to its kind, quoting the Civil Code, article 1060; * and he contended that if

* "An obligation must have for its object something determinate at least as to its kind. The quantity of the thing may be uncertain, provided it be capable of being ascertained."

such clauses are ineffective, then the contractor should recover the full value of his work, irrespective of his bulk sum price, or any other agreement embodied in the contract concerning it.

We have not found that there is any difference in the principles which govern the courts of Ontario and Quebec in deciding the rights of parties under such a contract as this. Though this contract did not enable the claimant to see exactly what he might be called upon to do under it, it contained a provision for making that certain, and *certum est quod certum reddi protest*.

It would hardly be urged that an agreement to refer a dispute to arbitration must be void, because the particulars of the award that the arbitrator was to give were not mentioned. The clauses of this contract objected to on the ground of uncertainty virtually amounted to an agreement that all questions concerning changes from the original design should, as they arose, be referred to an arbitrator, the engineer, whose decision should be binding on both parties. As soon then as the decision was given it related back to the agreement, became part of it, and removed the element of uncertainty.

For the convenience of reference, we give the following Schedule A, showing the classes of the items allowed on each side of the account :—

SCHEDULE A.

SHOWING by classes the items allowed for or against the Claimant.

			DR.	CR.
			\$	\$
Bulk sum price.....				648,600
	DR.	CR.		
Arising out of changes in grade or location—				
Excess in bill of works over true quantities.....		\$ 2,658		
Increase in rock excavation.....		16,164		
Diminution earth do.....	\$35,809			
do crib-wharfing.....	19,120			
do masonry.....	6,579			
do paving.....	860			
Increase in hard-pan.....		1,800		
	\$62,368	\$20,622		
	20,622			
Net diminutions.....	\$41,746*		41,746	
Prices fixed by agreement—				
Wooden superstructure, balance on.....			18,480	
Iron pipe culverts.....				7,739
Payments by Government—				
Paid to claimant.....			602,200	
Spent by Government.....	\$41,897			
Less—In trimming banks, not contractors' work....		\$2,356		
" Rip-rap		2,500		
	\$41,897	\$4,856		
	4,856			
	\$37,041		37,041	
Iron pipes sold to Government.....				5,276
			699,467	661,615
			661,615	
Balance against contractor on matters covered by agreement.....			37,852	
Extras beyond contract—				
Masonry improved in its class.....				8,000
Portland cement.....				6,450
Extra work through Salmon Pool.....				16,545
Road diversion.....				1,000
Expenses during stoppage at Millstream Bridge.....				944
			37,852	32,939
			32,939	
Balance against the claimant.....			4,913	

*N.B.—If the rates of the schedule attached to the tender, instead of the actual value under clause 4 of the contract, be applied to these increases and diminutions, this difference would be \$36,898.75. (See Schedule C, page 81.)

This schedule shows that we have charged the contractor with the value of the wooden superstructure of bridges not supplied by [him, according to the agreement between him and the Commissioners, made subsequent to the contract—and also that under the explicit language of clause 4 we have charged him with the net diminutions of work caused by changes of grade and location. In doing this we have applied rates to the works so saved at their actual value, though that was higher than the rates mentioned therefor in the schedule attached to the tender, and upon which he may have calculated his bulk sum price.* This principle of applying the rates at the actual value of the work saved or increased, as the case may be, is the one contended for by this claimant and all others who have yet appeared before us, and is, as explained in our first general report, the proper principle, in our judgment, to be applied to a decision of the rights of the parties under the contract. The effect of it, in this instance, is to make the contractor pay a higher rate for the work that was saved to him by changes of grade and location than he gets in his bulk price for the works which he finished: and we have declined to credit him with sinking the foundations of the Metapedia bridge 2 feet deeper than was shown to be requisite by the plans submitted to tenderers. Against these disadvantages, however, the evidence shows the elimination or diminutions of works from the original design due to causes other than changes of grade and location, which resulted largely to his advantage. They saved to him considerable sums of money, which, under the contract, are not chargeable to him and are not charged by us.

*See note to Schedule A.

Taking these things into consideration, the whole enquiry leads us to the opinion that if his bulk sum price was a sufficient one, neither the changes which took place in the design from new engineering views, or from facts discovered in the progress of the work, nor the application to his claim of the principles we have followed, would make his bargain a losing one.

He testifies, however, that he has spent on the works more than \$200,000, beyond the amount which he has received. We have no means of knowing whether any of this loss is due to want of judgment, efficient management, or ample capital, but he gives, in evidence, a fact which makes plain the whole or much of the loss. He says that his section being the centre one of several, over all of which there was a great demand for labor, he had to pay, for so much of it as percolated through them to his, a price higher than would have been otherwise necessary; that this circumstance and a general rise in the price of labor over the country obliged him to give to his workmen wages from 50 to 60 per cent. higher than he estimated when making his tender, and then prevailed when he entered into the contract.

The claimant has laid before us a statement of the expenses to counsel and witnesses incurred by him during the investigation of his claim by Mr. Shanly and by us. We set them out in Schedule D, hereto appended.

In Schedule B, without grouping the items into classes, we show, in a simple debit and credit account, the separate amounts which we have allowed for or against Mr. McGreevy.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

Hon. J. A. CHAPLEAU, Secretary of State.

P. S.—Since the above was signed we have been instructed, by Order in Council, to report, in all cases, our view of the liability, not only as it is after charging, as we have done in this case, for diminutions of work caused by the omission of the wooden superstructure for bridges, and by changes in grade or location, but also as the liability would be should the right to make such charges be waived by the Government.

In this case, withdrawing such charges would show a liability of \$55,313 on and since 1st August, 1875.

Hon. J. A. CHAPLEAU, Secretary of State.

OTTAWA, 20th March, 1884.

GEO. M. CLARK,
D. E. BOULTON.

SCHEDULE B.

Dr. SHOWING Findings for or against the Claimant.

Cr.

Particulars.	Amount.	Particulars.	Amount.
	\$ cts.		\$ cts.
To Cash paid Mr. McGreevy.....	602,200 00	By Amount of contract.....	648,600 00
Decrease in earth	35,809 00	Percentage of excess on bill of works	2,658 00
Crib-wharfing saved	19,120 00	Increase of rock.....	16,164 00
Masonry do	6,579 00	do hard-pan	1,800 00
Paving do	860 00	Extra masonry on bridge.....	1,720 00
Bridge superstructures saved.....	20,200 00	Iron pipes and laying	18,283 00
Second-class masonry do	10,544 00	Government expenditure allowed.	4,856 00
Amount spent by Government in completing the contract.....	41,897 00	Iron pipes taken by Government.	5,276 00
		Second-class masonry equal to first.....	8,000 00
		Cement instead of mortar	6,450 00
		Crib-work through salmon pool..	16,545 00
		Road diversion.....	1,000 00
		Delay in settling foundation of bridge.....	944 00
		Balance overpaid.....	4,913 00
	737,209 00		737,209 00

SCHEDULE C.

SHOWING the effect of applying the Tender rates, instead of the actual value, to the increases and diminutions caused by changes in grade and location.

	Diminutions.	Increases.
	\$ cts.	\$ cts.
Rock excess in bill of works, 567 yds., at \$1.15		652 05
Earth do do 5,460 yds., at 30c.....		1,638 00
Increase of work in rock, 8,980 yds., at \$1.15.....		10,327 00
Decrease of work in earth, 119,366 yds., at 30c.....	35,809 80	
do crib-wharfing, 2,390 lin. ft., at \$3.....	7,170 00	
do masonry, 731 yds., at \$8.....	5,848 00	
do paving, 172 yds., at \$4.....	688 00	
* Work in hard-pan, 3,000 yds., at —		
	49,515 80	12,617 05
	12,617 05	
	36,898 75	

NOTE.—There is no rate for this material in the schedule to the tender. This quantity is included in the earth quantities on which there is the difference above mentioned,

SCHEDULE D.

SHOWING the Claimant's disbursements to Counsel, Witnesses, &c., during the investigation before Mr. Shanly, and before this Commission.

<i>Before Mr. Shanly.</i>		\$ cts.	\$ cts.
To Hon. George Irvine, counsel		400 00	
Holland Bros., copy of evidence		42 10	
H. Townsend, witness		52 90	
Martin Murphy do		64 00	
Peter Grant		80 00	
James Lowrie.....		108 84	
Germain Michaud		5 00	
Expenses incurred in measurements, statements, and attendance at investigation—			
C. Odell, time and expenses		622 00	
Assistant's do		699 98	
			752 74
<i>Before the Commission.</i>			
To J. A. McDonell, counsel		75 00	
D. Girouard do		1,657 00	
Holland Bros., copy of evidence.....		220 00	
Printing factum, &c.....		40 00	
S. Keefer, C.E., witness.....		58 00	
Hon. George Irvine (22nd Nov.), counsel.....		120 00	
			2,210 00
			4,284 72

*This is in addition to witness' fees as the ordinary tariff which were paid by us to Mr. Keefer.

G. M. CLARK.
FREDK. BROUGHTON.
D'ARCY E. BOULTON.

SPECIAL REPORT ON CLAIM OF SMITH & PITBLADO, \$78,013 85.

This demand is for work alleged to be outside a contract, under which Messrs. Smith & Pitblado constructed Section 4, extending from Amherst to River Phillip, about 24½ miles.

This section was originally let to Messrs. Elliott, Grant & Whitehead for \$297,000, but the Government took the work out of their hands early in 1870, after which it was re-let to the present claimants for the lump price of \$438,325. The contract dated the 25th day of May, 1870, containing a covenant on their part to complete it by the 1st July, 1871.

As originally laid before us, the demand amounted to \$76,875.75, and was then in the same shape in which it was claimed by the contractors soon after the completion of the work, but in the course of our enquiry it was increased by adding Item 49 (\$1,000) and by changing Item 3 from \$135 to \$-73.50, which after rectifying some errors in the addition, makes the whole amount claimed before us \$78,013.85, of which the particulars are set out in Schedule A, hereto attached. The work under this contract was, in the spring of 1872, advanced far enough to permit of track-laying and ballasting, and the Section was opened for traffic about the end of the year. The original claim, amounting as aforesaid to \$76,870.75, was in May, 1873, referred for consideration to Mr. Schreiber, who had been in charge of the section as district engineer, and in August, 1873, after visiting the section and inspecting the works, he made a report to Mr. Fleming, the Chief Engineer, which he said was "simply a statement of the value, in his opinion, of the works they (the claimants) enumerated,

and was not intended as any expression of opinion as to the propriety of the claims themselves." Mr. Fleming not being willing to recommend any course in regard to the claim, the Commissioners selected items which, according to the said valuation of Mr. Schreiber, amounted to \$9,233 65, and they recommended the Government to settle with Messrs. Smith & Pitblado by adding that amount to the bulk price, and deducting from the whole the value of the wooden superstructure of bridges which, under an agreement subsequent to the contract, had been omitted by the contractors, on the understanding that they were to be charged with the value of it, at the rates mentioned in the schedule attached to their tender. The account in that shape showed a balance due to the contractors of \$5,988.65, after taking credit for \$438,070 previously paid to them on account. In their recommendation to the Government the Commissioners stated the account, as follows :—

Contract sum.....	\$438,325 00
Less work not executed (wooden superstructure)....	3,500 00
	<u>\$434,825 00</u>
Add amount allowed by Commissioners.....	9,233 65
	<u>\$444,058 65</u>
Deduct amount paid.....	438,070 00
	<u><u>\$5,988 65</u></u>

We set out, in Schedule B, hereto attached, the items comprised in the \$9,233 65 thus placed to the credit of these contractors.

The balance above shown was offered to the claimants on condition of their giving a receipt in full of all demands, which they refused to do, and in February, 1877, they laid their claim (\$76,875), by petition of right, before the Court of Exchequer. The Attorney-General, on behalf of Her Majesty, demurred to the petition, on the ground that the contractors did not allege that a final certificate had been given by the Chief Engineer, as provided for in clause 11 of the contract, without which there could be no valid claim (as a fact it had never been given). The demurrer was at first overruled; but, on appeal, the Supreme Court reversed that decision and sustained the demurrer, dismissing the petition with costs. Matters remained in this state until June, 1879, when the Minister of Railways and Canals made a recommendation to the Privy Council, in this and several other cases, "that in all cases where the statement (accompanying his recommendation) shows a balance to be admittedly due to the contractors, authority be given to pay such sums as therein appears to their credit, the said sums being paid without the signing of a final receipt on the part of the contractor." An Order in Council giving effect to this recommendation was passed and, in accordance with its terms, the sum of \$5,988 was paid to Messrs. Smith & Pitblado on their giving an ordinary receipt for the amount, without any further acquittance, the costs of the demurrer and hearing being paid by them out of the \$5,988.65.

The claimants having refused to adopt the settlement proposed by the Railway Commissioners, as above mentioned, and the Government having consented that they should receive the sum offered, without discharging any portion of their whole demands not covered by that amount, we conclude that we should treat both sides of the account as now open for investigation, crediting the contractors with such amounts as we consider to be properly allowable, and debiting them with the said \$5,988.65 paid as aforesaid, as well as the \$438,070 previously paid.

We proceed to take up the items of the demand *seriatim*, and it may be here stated that throughout our enquiry the claimants adopted, with a few trifling exceptions, the quantities and measurements given by Mr. Schreiber in his report above mentioned.

Item 1.

Alteration of alignment after completion of road bed..... \$800 00

The claimants have furnished particulars of this item, as follows :—

Clearing	\$ 63 56
Earth, 2,672 yds.....	721 44
	\$800 00

Clause No. 4 of the contract provided that the bulk price should be altered, and an addition made to it by the value of an increase caused by a change of location; therefore, this work is of a class upon which a contractor may properly base a claim. The only question concerning it must be the quantity, if any, and the value to be allowed.

The change in this case was at the east end of the section, and was made after some work had been done on the original location. The alignment was altered because the crossing of River Phillip (on the adjoining section, No. 7) was to be at a point different from the first planned, and a short curve to the north, not originally designed, was made on Section 4.

In ascertaining the amount to be allowed on this item, one must consider not only the work done on the original location and abandoned, but also the increase, if any, on the new location, beyond what would have been necessary if the first one had been adhered to.

When this claim was submitted to Mr. Schreiber, in 1873, as aforesaid, he communicated with Mr. Archibald, an engineer, on the spot, and asked him to report upon the case, in answer to which Mr. Archibald wrote that 250 yards had been abandoned on the old location.

Acting upon this information, Mr. Schreiber valued the work on Item 1 at—

Earthwork, 250 yds., at 26c.....	\$65 00
Clearing 2 acres, at \$20.....	40 00
Grubbing half an acre, at \$100.....	50 00
	\$155 00

The evidence before us leads to the conclusion that this allowance of 250 yards was insufficient.

The claimant expected to support this item by the evidence of an engineer who had been engaged to make measurements independently of the Government officials, but it was ascertained that he had not done so, and had depended on them for his figures; therefore he was not called. Mr. Pitblado, one of the claimants, stated that they had excavated, on the new location, 2,670 yards, in addition to any quantity which had been moved on the old location and abandoned. Mr. Henshaw, who was in charge of the works as Government engineer, during the construction, was a witness before us; but, though he remembered the circumstances generally, he was unable to speak with certainty as to quantities. He made calculations as well as he could at this distance of time, and his evidence leads us to think that the report of Mr. Archibald omitted ditching and some other work which was necessitated by the change over and above the work which was, strictly speaking, "abandoned," and in that way did not communicate to Mr. Schreiber the full particulars upon which the claim of the contractors ought to be decided. The ground fell away from the original location on the north side, and therefore the new embankment was higher than it would have been on the old line. It was proved that the 2,670 yards were moved on the new location, but the plans produced and the evidence of the witnesses failed to show satisfactorily the quantities which would have been moved on the first alignment. Mr. Henshaw was clear that the work was increased by the change of location. On the whole, we think that the change in question increased the earthwork

about 1,000 yards, which we allow to the claimant, and we credit altogether, on this item:—

Clearing 2 acres, at \$20	\$ 40 00
Grubbing half an acre, at \$100	50 00
Earthwork, 1,000 yds., at 27c.	270 00
	<u>\$360 00</u>

Item 2.

Delay and expenses attending alteration of alignment mentioned in Item 1, and forming drain....	<u>\$200 00</u>
--	-----------------

Made up as follows:—

Outlet ditch.....	\$ 207 79
Detention expenses.....	179 21
	<u>\$200 00</u>

In Mr. Schreiber's report, above mentioned, he says that while the report was being prepared Messrs. Smith & Pitblado were ordered to stop work, but he was unable to learn that it cost them anything. Mr. Pitblado testified before us that he made one payment of \$50 to a sub-contractor, entirely because of this stoppage, but he would not be positive that he paid any more.

The evidence shows clearly that a delay did occur, during which the men might have to be paid without rendering any service, and we think this is within the meaning of clause 7 of the contract, which permits the Commissioners to stop the progress of the works over the whole or any part of the line, as to them may seem proper and, if they think fit, to make some compensation therefor to the contractors. We think it proper to allow the \$50 paid by Mr. Pitblado, not the \$179.21 claimed by him. The remainder of this item (\$207.79) for the outlet ditch, is for work really done on a portion of 6 and 7, beyond that to which the contract referred. It was fully substantiated by evidence, and being work independent of that covered by the contract we allow it, giving credit to these claimants on Item 2 for \$70.79.

Item 3.

Alteration of post-road crossing after having completed it—	
Earth excavation, 50 yds, at 26c	\$ 13 50
Rock, 260 yds., at \$1.....	260 00
	<u>\$273 50</u>

This item appeared in the contractors' claim when it was referred to Mr. Schreiber, as aforesaid, and in its original shape before us as a claim for 500 yards of earth-work at 27 cents, \$135, but that form was abandoned and it was put into its present shape. The evidence showed that the original public post-road was for a time kept open at an angle across the railway, but proving impracticable for some purposes, hauling spars among others, a detour on each side was ordered, so as to make the crossings square across the line. This necessarily lengthened the approaches and made the work more expensive to the contractor than if he had been permitted to continue the shorter line first used, as aforesaid. It was soon found that the earth on the new road would not answer permanently without a stone covering, which was ordered by the engineers and supplied by the contractors.

The bill of works for this section pointed out, that for the bulk sum the contractors would be required to furnish road crossings and diversions and "also all excavation in approaches not already included in common excavation and every

thing else required to complete all road crossings and road diversions," and the language of the contract itself is in keeping with that understanding.

We are of the opinion that this whole work was covered by the contract price and we allow nothing on Item 3.

Item 4.	.	.	.	\$ 8 00	Item 24.	.	.	.	\$425 00
" 4.	.	.	.	181 50	" 24.	.	.	.	367 50
" 8.	.	.	.	22 50	" 24.	.	.	.	16 00
" 8.	.	.	.	351 00	" 25.	.	.	.	42 00
" 8.	.	.	.	100 00	" 26.	.	.	.	4 50
" 10.	.	.	.	30 00	" 27.	.	.	.	40 50
" 10.	.	.	.	174 00	" 27.	.	.	.	558 00
" 10.	.	.	.	81 00	" 27.	.	.	.	108 70
" 21.	.	.	.	145 00	" 28.	.	.	.	52 50
" 21.	.	.	.	1,035 00					
" 22.	.	.	.	98 25					\$3,947 95
" 24.	.	.	.	106 50					

The particulars of these items are given in Schedule A, as hereinbefore referred to. They are all of a class claimed by Messrs. Smith and Pitblado, as well as by all the other contractors whose cases have come before us, for the construction of the railway up to formation level. The work for which these items are demanded was occasioned by a change of design during the progress of the works. In our general report we have explained our views concerning this class of work at some length, and we there describe it as work beyond that originally designed, and caused, not by change of grade or location, but by some other departure from the first plan, voluntarily adopted as an improvement and directed by the Government engineers. It will be noticed that some of these items contain no charge for masonry, but in most of them a claim is made for increased masonry, and generally for other work in connection with it.

We do not give any opinion as to the value of the work mentioned in any of these items, for we think none of them is allowable. If it were otherwise we should have to say that the evidence does not establish that value as anything like the amount charged.

The contention of the contractors, concerning the class of work, may be shortly described as claiming for each change of design, of whatever description it may be, and for every structure for which it occurs, the increased cost to them over the cost of that structure according to the first design, though the change of design over the whole section may have, in some places omitted, structures altogether, and in some make them less expensive than they would have been under the first plan. They claim in short, to profit to the full extent of every saving in every spot caused by any change of design, and to be paid extra for every increase of work in every spot caused in the same way. Nothing short of this sweeping demand would help them; for should they admit, that in deciding their rights the effect of all the change of design should be considered together, their claim would disappear, inasmuch as they were invariably permitted to finish the work on a design which, as a whole, was less expensive to them than the first would have been. In the case of these contractors, they were called upon to open up some embankments that had been finished by their predecessors to the satisfaction of the engineers for the time being, and to introduce culverts which, at first, had been thought not necessary. For such work as this they claim Items 6, 8, 23 and 30, which we take up hereafter. On those they are allowed what we consider proper for that kind of work, but at present we are dealing with work which was part of their own contract—masonry and other things connected with structures of which the design was altered, more or less, during the progress of the work. As far as the claim of these contractors on these items is concerned, it is not necessary to resort to the savings which were effected in all the classes of the work over the contract, as an answer to their demand concerning this increased work in structures of masonry, because the changes in such structures alone, as we

think, made the new design, as a whole, less expensive to them than the first one would have been. Mr. Pitblado was, as before mentioned, a witness before us. He produced a copy of the original bill of works, showing each structure originally planned, and the quantity and class of masonry of which it was to be built together with paving, concrete, &c., and on this document he had marked those structures which were built, and some which were omitted and replaced by aboideaux, and he had also recorded the quantity of masonry by which each structure, as built, had exceeded or fallen short of the quantity originally estimated for it. If his views were admitted to be unquestionably correct, his examination disclosed the following state of affairs. The bill of works stated the total masonry as follows :—

First-class.....	6,550 yds.
Second-class	9,320 "
	<u>15,870 yds.</u>

Mr. Pitblado said that second-class masonry was worth \$8.50 per yard more than that. The schedule, attached to his tender, gave the rate as \$12.50 for first-class, and \$8.50 for second-class, or 50 cents per yard for first-class more than stated in his evidence.

Taking only the lower rates, the original design included :

6,550 yds., first-class, at \$12.....	\$ 78,600 00
9,320 yds., second-class, at \$8.50.....	79,222 00
	<u>\$157,822 00</u>

He said he actually built of first-class masonry in the structures originally intended to be of that class, 5,942 yards, and a further quantity, by improving some of those originally intended to be of second-class, of 683 yards—in all, 6,625 yards of first-class and of second class, a total of 4,685 yards—in all, 11,310 yards of masonry. The quantities thus built at the above rates were worth :—

6 625 yds., first-class, at \$12	\$ 79,500 00
4,685 yds., second class, at \$8.50	39,823 00
	<u>\$119,323 00</u>

This shows a saving in masonry, by the changes of design, of \$38,499, but that was not all gain.

Some of the savings in the second-class masonry was effected by doing away with culverts and conducting two or more streams through one, instead of through separate openings, as originally intended, which involved making ditches for the diversion of some of those streams.

Mr. Pitblado was asked to give us an estimate of the cost to him of making these diversions, but he could not do so with anything like accuracy, because he had never before tried to make such an estimate. He said, however, that he was satisfied to have it called 40,000 yards, at 35 cents, or \$14,000. That reduces the saving to \$24,499, but to get this, he built, also, some aboideaux, instead of culverts. A general description of aboideaux is given by Mr. Fleming in his historical sketch of the Intercolonial Railway, as follows :—

“In the meadow lands or marshes, which would be covered by the high tide, aboideaux have been built across the embankments to keep back the rising tides. They are square wooden culverts, generally about 3 feet 6 inches wide, each side made of three square logs, laid transversely to the railway, the top and bottom being of square logs, laid at right angles to the sides;” and he proceeds to give further details concerning the mode of their construction. In our investigation it was not possible to get any precise evidence of the value of the particular aboideaux so sub-

stituted for culverts, as aforesaid, because no account had been kept of the cost of their construction, but in the bill of works, and in the schedules upon which tenders were to be made, it was intimated to persons desiring to contract for these works that in some instances aboideaux might be substituted for masonry culverts, and they were asked to give for particular localities (numbered stations) the prices which they estimated as the value of aboideaux, and these claimants did so. In the absence of any better evidence, we think it may be assumed that the values given by them are approximately correct, concerning the aboideaux to which they relate. They are given for six separate places, viz., at Stations 201, 237, 288, 355 and 400, for which the claimants named \$500 as the value of each station, and at Station 418, for which they named \$650. Culverts were omitted at three out of four of the \$500 stations above mentioned, and at one other station which is not clearly shown to be one of those above mentioned. For the whole aboideaux actually built, Mr. Schreiber, in a final estimate, states the aggregate value to be \$2,000, so that there is strong reason to believe that the value of the four built in place of the omitted culverts would be about \$2,000. Deducting that from the savings already mentioned, would leave the balance in favor of the new design, \$22,499.

Of course, we are not able to say whether this is accurate or very nearly so, but even taking Mr. Pitblado's version of the whole transaction concerning masonry, and the extent to which it was altered by changes of design, we have no hesitation in saying that the change, as a whole, was to the advantage of the contractors. That version, however, was not altogether correct; it estimated the cost of the first design too low. The bill of works did give, as he mentioned, the totals above mentioned, that is 6,550 yards first-class, and 9,320 yards second-class, but that was plainly an error, for one of the large sized structures, requiring 1,215 yards of masonry at Station 508, was mentioned without showing the double asterisk which denotes first-class masonry, and apparently for that reason it was included in the addition of second-class masonry, which showed the total of that as 9,320 yards, instead of 8,105 yards, and the same error gave the first-class as 6,550 yards, instead of 7,765 yards, as it ought to have been.

The specifications, however, which were attached to the contract and formed part of it, showed that a structure of that size was to be built of first-class masonry, and Mr. Pitblado, in his evidence, always spoke of the culvert at Station 508 as a first class structure; but in making his calculations leading to the results which we have before shown, he inadvertently dealt only with the totals mentioned in the summary at the end of the document, which contained the error already pointed out. Rectifying that error would add to his saving \$3.50 per yard on 1,215 yards, or \$1,252, making it \$26,751 instead of \$22,499, as before mentioned.

On the other hand, Mr. Pitblado stated that he built first-class structures with 806 yards of masonry less than was originally estimated for those identical structures, intimating that he could have carried out the first design, valuing it still at \$12 a yard, for \$9,672 less than we have assumed as its probable cost to him. If this be correct, then his saving by the change of design over the whole masonry would be \$19,079 instead of \$26,751, as above stated. Of this 806 yards, however, which he speaks of as a saving in masonry, a quantity between 400 and 500 yards was saved at the Little Forks bridge by using a pile foundation instead of masonry, as was originally intended. Mr. Pitblado stated, in his evidence, that the whole work connected with that pile foundation was about \$5,000, which would be, in round numbers, about the value of the masonry thereby saved. There is another matter connected with the savings to the contractors by change of design, which is not always considered in comparing the cost of the structures in masonry originally designed with the work of that kind actually done, and which ought to be noticed to give a correct idea on the subject; that is to say, the value of the excavation for the foundations, and of the paving and concrete for the different structures. In this case the cost of the concrete, masonry, paving and foundations alone was something over \$13,000, basing these amounts upon the quantities given in the bill of works and the rates mentioned in the tender schedule.

Thus about 8 per cent. of the whole cost of the structures was due to these minor items. We have made no calculation concerning the cost of the excavation, paving or concrete, which would have been actually required for the structures which were omitted or diminished, nor have we the information which would enable us so to do; but assuming that on this section the relative cost of the paving, concrete and foundations was over the whole work proportionate to the masonry, we would have to add 8 per cent. to the value of the masonry saved, in order to show the whole saving effected by the change of design in masonry structures, and this would bring up the amount from \$19,079 to \$20,605.

The evidence of Mr. Pitblado included those structures completed by his predecessors, and which took 545 yards; but it makes no difference in the result, whether that quantity be included or omitted on both sides of the account.

However much the details to which we have alluded may vary the difference in value between the first and the last design, the answer to the main question seems to us to be always the same. The last one was the least expensive to the contractors, and we allow nothing on the items now under consideration, amounting altogether to \$3,947.95.

Item 5.....	\$1,641 50
“ 5.....	5,062 50
“ 5.....	36 00
“ 5.....	549 00
	\$7,289 00

This item is for work of the same class as is mentioned in Item 4, and the others which we have just discussed, and must be disposed of in the same way, with this exception: Item 5 contains a charge for loss on cutting stone, occasioned by the enlargement of an arch culvert after the stones had been prepared for it according to the size at first designed, the change requiring some of them to be cut and dressed over again so as to suit the larger arch. In Mr. Schreiber's report, before mentioned, this loss was estimated at \$150, and on this, Item 5, we allow that amount.

Item 29.

Extra timber superstructure for culverts, not originally contemplated, 365 c. ft..... \$54 00

This item is also for work of the same class as Item 4, and must be disposed of in the same way, with this exception, that it contains a charge for timber furnished in consequence of an enlargement of a culvert. The evidence is not complete enough for us to say, satisfactorily to ourselves, whether this is, properly, an extra, but it was valued by Mr. Schreiber at \$5,475 and allowed by the Commissioners at that sum, and the facts not being clear, we give the contractors the benefit of the doubt, and credit them with \$5,475 on Item 29.

Item 6.	\$ 348 00	Item 23.	\$ 45 00
“ 6.	120 00	“ 23.	556 00
“ 6.	1,197 00	“ 30.	37 50
“ 6.	40 00	“ 30.	450 00
“ 6.	318 00	“ 30.	48 00
“ 9.	249 00	“ 30.	5 40
“ 9.	109 00	“ 30.	12 00
“ 9.	1,076 00		
“ 9.	172 00		\$4,732 90
“ 9.	30 00		

The particulars of these items are set forth in Schedule A, before mentioned.

The work was done by the present claimants after the embankment in each case had been completed by their predecessors. It was conceded by the Commissioners

and the engineer, at the time of reporting on this claim, as aforesaid, and we agree in the opinion that Messrs. Smith & Pitblado ought to be paid a fair value for the work on which these items are based. We have, therefore, to consider whether the amount allowed for the work is fair, under the circumstances.

The evidence shows that moving the earth, as it was done, would be much more troublesome and costly than taking it from an ordinary cutting and placing it in the embankment, for the embankment in these cases was opened after it was completed, the material carried along for some distance and deposited on the sides with more care and labor than would be requisite in making the embankment originally, and after the culvert mentioned in the item had been reconstructed, the material was again moved up from the sides of the embankment to the top, and after being carried along, it was deposited in the opening.

On the evidence, we think 30 cents a yard for the excavations of foundations equally reasonable. Therefore, we allow those rates for the quantities given, as aforesaid, by Mr. Schreiber. The schedule rates for masonry were \$8.50 for second, and \$12.50 for first-class. If \$8.50 was a reasonable price for ordinary second-class masonry (and, upon the evidence, we think it was not too high), there is strong reason for saying that, under the circumstances in which this work was done, it would be worth as much as claimed by these contractors, viz., \$9 a yard, and we allow it at that rate.

For the paving and other details of these items, including the timber, &c., we adopt Mr. Schreiber's prices and quantities, the latter being admitted as correct by the claimants.

Acting on these opinions, we credit the claimants with the following sums:—

Item 6.

Excavation in embankment, 1,160 yds., at 30c.....	\$ 340 00
“ foundation, 160 yds., at 50c.....	80 00
Masonry, 133 yds., at \$9.....	1,197 00
Paving, 7 yds., at \$4.....	28 00
Replacing embankment, 1,060 yds., at 30c.....	318 00
	<u>\$1,971 00</u>

Item 9.

Excavation in foundation, 332 yds., at 50c.....	\$ 166 00
Laying timber in foundation, 800 ft., at 10c.....	80 00
Second-class masonry, 114 yds., at \$9.....	1,026 00
Paving, 43 yds., at \$4.....	172 00
Bridge on post-road, outlet of culvert, \$80.....	80 00
	<u>\$1,524 00</u>

Item 23.

Excavation, culvert foundation, 58 yds., at 50c.....	\$ 29 00
Masonry, 60 yds., at \$9.....	540 00
Paving, 4 yds., at \$4.....	16 00
	<u>\$585 00</u>

Item 30.

Excavation, culvert foundation, 70 yds., at 50c.....	\$ 35 00
Masonry, 37 yds., at \$9.....	333 00
Paving, 7 yds., at \$4.....	28 00

Rip-rap, 4 yds., at \$2.....	8 00
Excavation, inlet and outlet, 10 yds., at 30c.....	3 00
Timber superstructure, 45 ft., at 18c.....	8 10

\$415 10

Making on the four items..... \$4,495 10

Item 7.

Stone box-drain across road bed \$75 00

This was for work which contractor said he had not anticipated as necessary, and that seems the only reason he could give for making claim on account of it. As a fact, it was necessary, because water appeared in the cutting that was not expected. He admits that the engineers adopted the least expensive way to him to carry it off, and being rendered necessary by the natural features of the place, we have to say that it was fairly and properly within the intention of the parties and within the meaning of the contract which was entered into between them, by which the bulk price was to cover all works necessary for completing the contract.

We allow nothing on the item.

Item 11.

Stone box-drain across road bed..... \$75 00

This is a case exactly similar to the one upon which the last item is based, and we allow nothing on Item 11.

Item 12.....	\$ 28 50	Item 35.....	\$ 21 00
“ 13.....	213 75	“ 36.....	132 00
“ 14.....	45 00	“ 39.....	33 00
“ 15.....	63 00	“ 40.....	39 71
“ 16.....	559 50	“ 41.....	139 50
“ 17.....	30 00	“ 43.....	189 75
“ 18.....	21 00	“ 47.....	16,200 00
“ 19.....	95 25	“ 48.....	5,400 00
“ 20.....	42 00		
“ 33.....	22 50		
“ 34.....	82 50		
			<u>\$23,357 96</u>

The particulars of these items are set out in Schedule A, before mentioned.

These items are all admitted to be based upon the fact that in carrying out the work the contractors met with material in the foundations mentioned, or in other excavation, of a kind or a quality different from that which they expected to find, judging from the information contained in the bill of works; or, if the material was the same, the quantities moved were greater than they anticipated.

We have given our views at some length concerning this class of work in our general report. It is there mentioned as clause 4, and as work beyond that originally designed and caused, not by change of grade or location, nor by any desire on the part of the Government or its officers to depart from the original plan, but because the physical features in the locality being different from those anticipated, made a change unavoidable, and work was therefore done of a kind or quality differing from that of the first plan.

We have not examined closely the extent or the value of the work in this class done by these claimants, for we think it was clearly within the meaning of the parties to be covered by the bulk price of the contract.

If the cost of the work was diminished because the material was not so expensive as was expected when the bulk price was named, the contractor gets the benefit of the saving; if it was more expensive, he must bear the loss.

We allow nothing on these items.

Item 31.

Removing and rebuilding masonry, "Little Forks," consequent upon alteration of plan.....	\$ 300 00
Piling and concrete required for foundation.....	5,000 00

Item 32.

Extra expense attending do, purchase of engines, pumps, &c., and loss sustained, &c.....	\$15,000 00
	<u>\$20,300 00</u>

The bridge at this place, "Little Forks," could not be built upon a foundation so near the surface as was expected. Instead of finding rock, where the bill of works indicated it as possible, it was ascertained that the contractors would have to go deeper, in order to get a satisfactory foundation.

The engineers on the spot, Mr. Henshaw and Mr. Tremaine, thought that a silt foundation, which was reached a short distance below what they at first supposed to be a solid rock foundation, but which turned out to be only a shell of rock, would be sufficient, and upon the strength of their own judgment, they directed these contractors to prepare square timber for the foundation upon which to erect the masonry and, consequently, they brought to the place a quantity of this material. But Mr. Tremaine came to the conclusion that it would not be safe to adopt it finally without appealing to Mr. Fleming. Upon this being done, the Chief Engineer decided that a pile foundation should be made.

It is admitted by the contractors, as we understand the argument of their counsel, that if Mr. Fleming's decision was a proper one, they would have no claim; but they disputed that. Mr. Henshaw, who was a witness on their behalf, said he was convinced that if Mr. Fleming had known the facts as well as he, being on the spot, knew them, the timber foundation would have been considered sufficient, and that under the circumstances, Mr. Fleming's judgment was wrong. We do not think it necessary to offer any opinion upon the question whether Mr. Henshaw's judgment or Mr. Fleming's was the more correct one, because, by the contract, the parties agree that the decision of the Chief Engineer shall be binding upon both of them; that having been given in good faith, and notwithstanding the opinion of Mr. Henshaw, we assume it to have been given, also, for good reasons. We think it cannot enter into the discussion, therefore, we must treat the matter as if there was no question about Mr. Fleming's decision being a good one, as well as a binding one; and it follows that the main claim of the contractors on these items could not be allowed under the terms of the contract, because, as we have already mentioned at much greater length, in our general report, work of this kind, occasioned only because the physical features of the locality made a change unavoidable, must be held to be covered by the bulk price. Indeed, we could not hold the contractors to be entitled to be paid for work of this kind, as an extra, without treating, as idle words, the very plain language of different portions of the contract, as well as of the notices contained in the bill of works and in other documents which led up to the contract. The only matter connected with this foundation which we think could be urged as giving rise to a claim beyond the bulk price, was not dwelt upon by the claimants, viz., the timber brought to the place by the contractors at the direction of the resident engineers, and which they were forbidden to use for the purpose for which it was intended. We have no evidence upon the value of this timber, or whether it entailed any loss upon the contractors. It may have been used in other places, or sold for as much as it cost them, or they may have realized, in some other way, the whole value of it. At all events they did not consider it expedient to adduce any special testimony on this matter, and, therefore, upon the evidence, and on our reading of the contract, we do not think the claimants are entitled to any allowance on Items 31 or 32.

Item 37.

Alteration of cattle guards after completion..... \$40 00

This item is for work which we consider altogether independent of the contract, and which might have been let to any other person as well as to the contractors. After the work was completed under the direction of the engineer, the cattle-guard in question was shifted to another place, involving an outlay, according to the valuation of Mr. Schreiber, of \$40, which amount we allow on Item 37.

Item 38.

Timber for Skew bridge superstructure, afterwards abandoned.....	\$250 00
Extra excavation of foundation, 200 c. yds., at 75c.....	150 00
	\$400 00

The timber mentioned in this item was sold by the contractors to Mr. Higginson, for a firm in England, who had undertaken to furnish the superstructure of the bridges, and before us the claimants withdrew this demand for it. The remainder of the item is of the same class as Item 39, and others on which we have allowed nothing.

Item 42.

Building road bridge for road to Roache's Landing.... \$1,060 00

This overhead bridge was not in the bill of works, and the claimants contend that it was not covered by the contract. It was certainly required only under a change of design at this place. Whether it should be treated as work independent of the contract is questionable, but the Commissioners having passed it to the credit of the claimants at the valuation made by Mr. Schreiber, we give them the benefit of the doubt concerning the facts which are not clearly proved, and we let the value, \$800, stand to the credit of the claimants on Item 42.

Item 44.

Removing and re-building masonry to suit altered plan.. \$100 00

At the Napan bridge a portion of the masonry required by the first plan was removed and re-built to suit the new design of iron instead of wooden superstructure.

The agreement by which the value of the omitted wooden superstructure was to be deducted from the bulk price (as it has been in this case) expressly provided that in respect to masonry the contractor should be at no loss.

We think the spirit of that agreement requires the claimants to be indemnified as far as concerns this masonry. The value of it is established by Mr. Schreiber at \$100, which we allow.

Item 45.

Extra height of aboideau protection at Napan bridge, and filling bed of stream between abutments with stone. \$8,000 00

The bed of the stream between the abutment of the Napan bridge was filled with stone which was not mentioned as work to be done in the bill of works, nor was it specially provided for by the tenders or any of the other documents, such as plans or specifications and a further change was adopted by making what is called aboideau protection instead of crib-work, which was at first designed, to protect the foundations of the bridge at this spot. Filling the bed of the stream with stone was, according to the evidence, a very necessary part of the work at this place. Without it the foundations of the abutments would not have been sufficiently protected and we think it was one of those contingences which are fairly within the meaning of the contract when it declares that the engineer may require from the contractor such

changes or such additions to the work originally designed as he may consider expedient, and that all such work shall be covered by the bulk price, unless caused by change of grade or location.

The aboideau protection, which was adopted instead of the stone-filled crib-work of the first design, is, in our judgment, also within the contract; but even if it were not, we could not say that its cost to the contractor was so much more than the cost of the first plan would have been, as to create any liability on the part of the Crown, beyond the amounts already paid to these contractors. Under the original design, the bill of works said: "The foundations will be protected by crib-work and stone-filing, 15 feet wide, placed round the sides and faces of the abutments to the height of 6 feet above low water, the solid being previously levelled off to receive it."

Before this design was carried out, it was decided to adopt aboideau protection instead of crib-work, as being more effective against the "scour" of the river. This work is composed of brush, carefully placed and fastened down with rough poles. Mr. Henshaw, the engineer under whose supervision it was done, said: "The brush is very small and the clay permeates it." This witness was examined upon the comparative cost of the two designs, yard for yard, up to the level first named (6 feet above low water). He said he did not "think there is a hair's difference between them;" and again he said he believed the first design, "if anything would have been cheaper."

The manner of building two kinds of protection has been fully described to us, and though Mr. Henshaw gives his opinion, as we have mentioned, we must say that a consideration of the materials employed, and the work to be done on each kind of protection, leads us to a different conclusion. We think the stone-filled crib-work would have been considerably more expensive, yard for yard.

Assuming, however, that, up to the level of 6 feet above low water, the two designs were equivalent, then the claimant's right to extra compensation would depend on whether the aboideau work above that was, or was not, within the meaning of the contract. Mr. Schreiber, after visiting this place and inspecting the work, with the special object of reporting on the claim, fixed \$1,000 as the value, in his judgment, of this increased height of the work, and if we had to name a price, we could not state a higher sum.

According to the evidence, however, of Mr. Henshaw, this particular portion of the work was intended as a protection from the thrust from the land side of the embankment against the masonry, rather than to the foundations of the abutments.

The embankment which extended out to the masonry was not so likely to be moved in that direction, if held together by brush.

The embankment was, no doubt, a better piece of work, made as it was, than if the brush had not been placed in it, and was apparently somewhat more costly to the contractor; but we cannot say that all the changes of design taken together made the work, as a whole, more expensive to the claimants than if the first plan had been rigidly adhered to, and we think that, unless the change of design goes at least that far, the contractor must follow it without any addition to his bulk price.

We conclude, therefore, that we can allow nothing on this item.

Item 46.

Extra under-drains on Section, 15,000 ft., at 12c. per s. ft. \$1,800 00

This is for an increase in the quantity of drains beyond that mentioned in the bill of works; but in the contract, the claimants agreed in effect that the quantities mentioned in the bill of works should not be binding on either side, and that if they should be exceeded by the necessity of the case, they would be furnished for the bulk price. There is no attempt to show that these under-drains were the result of any new or changed design, or caused by change of grade or location, or that for any other reason they ought to be allowed to the contractors.

As a fact, they did furnish under-drains to an extent beyond that mentioned in the bill of works as likely to be requisite, but in some classes of work they furnished less

than the bill of works stated, and all this uncertainty in quantities was a characteristic of the written contract, and of the speculative bargain which both parties intended to make.

We allow nothing in Item 46.

Item 49.

Pipes aboideau..... \$1,000 00

This work was done in order to enable the salt water from the Bay of Fundy to pass through the embankment to the land of Mr. Pipes, upon which it was accustomed to flow. Unless some means had been provided for that purpose the embankment would have shut off the supply of water, and perhaps have given this gentleman a claim against the Government for injuries to his property.

It is evident that it was not built for any engineering reason, and was not a necessary part of the railway works. It was not designed until some time after the work had been commenced under the contract.

We think, under the circumstances, that it was altogether independent of the agreement made by these claimants, and should be construed as work not intended to be covered by the bulk price. We consider the amount charged a fair value for it, and therefore credit \$1,000 on this item.

We give in Schedule C, the items which we allow to the claimants, and a statement of the whole account according to our views which shows the balance of \$1,863 against Messrs. Smith & Pitblado.

Before leaving the subject, we think it proper to point out a feature of the transaction between the Crown and the claimants, which has not yet been taken into account.

The tender made by Messrs. Smith & Pitblado, and in which is endorsed a schedule of rates for the several classes of work, shows at the foot of that schedule the following memorandum:--

"In the event of aboideau, iron cylinders, or other structures being substituted at any points for the masonry structures mentioned in the schedule, a deduction to be made for the saving in quantities effected thereby, and an allowance made for the substituted structure at the price in the schedule."

This understanding was apparently by oversight, not embodied in the contract before signature. We have already shown, that four of the structures intended to be made of masonry, were replaced by aboideau, and Mr. Pitblado stated that he had thereby saved 1,474 yards of first-class masonry, for which his schedule named \$12.50 per yard; and in addition to the masonry itself there is always, as we have before pointed out, a proportionate quantity of excavation in the foundations, and of paving and concrete for each culvert. Thus the value of the work omitted from the original design, in order that its place should be taken by aboideaux, would amount to over \$18,000.

The evidence upon the value of the aboideaux, as well as the rates named for them in this schedule by the claimants themselves, show that their total value would be as aforesaid, about \$2,000, so that in fact according to the intention of the parties at the time of making the bargain, the bulk price would be diminished by something like \$16,000, more than it has been diminished in considering the rights of these claimants.

In our judgment, there is no liability from the Crown to Messrs. Smith & Pitblado on account of the construction on Section 4 of the Intercolonial Railway.

HON. J. A. CHAPLEAU, Secretary of State.
OTTAWA, 7th March, 1884.

GEO. M. CLARK,
FRED. BROUGHTON,
D. E. BOULTON.

P.S.—Since the above was signed, we have been instructed by Order in Council to report in all cases our view of the liability, not only as it is after charging for the

diminution, if any, of work, by omitting the wooden superstructure of bridges, or by changes of grade or location, but as it would be should the right to make such charge be waived.

In this case, waving that right would leave a liability from Her Majesty to these claimants of \$1,337, due on the 1st day of July, 1872.

OTTAWA, 20th March, 1884.

GEO. M. CLARK,
D. E. BOULTON,

SCHEDULE A.

Detailed statement of work done and expenses incurred, beyond original estimate of engineers and not embodied within the terms of the contract, for Section 4, Intercolonial Railway.

Black River Sub-Division.

STATION:			
1—	0-10	Alteration of alignment after completion of road bed.....\$	800 00
2—		Delay and expenses attending do., forming drain on Section 7, &c.....	200 00
3—	85	Alteration of post road crossing—	
		Earth excavation, 50 yds., at 27c.....	13 50
		Rock excavation, 260 yds., at \$1.....	260 00
4—	91 x 90	Enlargement of arch culvert from 6 to 8, span pairing, 2 c. yds., at \$4.....	8 00
		Extra excavation of foundation, 415-173-212 c. yds., at 75c.	181 50
5—	110	Enlargement of culvert from 8 to 12 span; loss on stone... Change in class of masonry from 2nd to 1st class, 469 c. yds., at \$3.50.....	200 00
		Extra masonry (874-469), 405 c. yds., at \$2.50.....	1,641 50
		Extra paving, 9 c. yds., at \$4.00.....	5,062 50
		Extra excavating of foundation (900-168), 732 c. yds., at 75c.	36 00
6—	130 x 76	Excavation of embankment, completed by Whitehead, and building additional culvert, embankment excavation, 1,160 c. yds., at 30c.....	549 00
		Excavation of foundation, 160 c. yds., at 75c.....	348 00
		Culvert masonry, 133 c. yds., at \$9.00.....	120 00
		Paving and rip-rap, 10 c. yds., at \$4.00.....	1,197 00
		Replacing embankment, 1,060 c. yds., at 30c.....	40 00
7—	151	Stone box drain across road bed.....	318 00
8—	161	Excavation of foundation for extra culverts, 30 c. yds., at 75c.	75 00
		Culvert masonry, 39 c. yds., at \$9.00.....	22 50
		Culvert paving and rip-rap to outlet drain, 25 c. yds., at \$4.	351 00
9—	172	Box culvert substituted for small beam at grade after the completion of embankment foundations excavated, 332 c. yds., at 75c.....	100 00
		Laying 800 ft. timber in foundation.....	249 00
		Masonry, 114 c. yds., at \$9.00.....	100 00
		Paving and rip-rap, 43 c. yds., at \$4.00.....	1,026 00
		Bridge on post road over outlet from culvert.....	172 00
10—	187	Culvert, in cutting excavation of foundation, 40 c. yds., at 75c.	30 00
		Masonry, 18 c. yds. at \$9.00, \$162; paving 3 c. yds., at \$4.00, \$12.00.....	30 00
		Outlet ditch from do., 300 c. yds., at 27c.....	174 00
11—	192	Stone box drain across road bed.....	81 00
12—	201	Extra excavation, culvert foundation (70-32)=38 c. yds. at 75c.....	75 00
			28 50

13—224 x 40	Extra excavation, culvert foundation (500-215) 285 c. yds., at 75c.....	213 75
14—238	Extra excavation, culvert foundation (92-32)=60 c. yds. at 75c	45 00
15—253 x 70	“ “ (137-53)=84 c. yds., at 75c.,	63 00
16—264	“ “ (1359-613)=746 c. yds., at 75.	559 50
17—310 x 96	“ “ (65-35)=40 c. yds., at 75c....	30 00
18—332 x 70	“ “ (82-54)=28 c. yds., at 75c.	21 00
19—341	“ “ (529-492)=127 c. yds., at 75c.	95 25
20—355	“ “ (100-44)=56 c. yds., at 75c..	42 00
21—381	Arch culvert enlarged from 4 to 6 feet span; extra excavation of foundation (450-256)=194 c. yds., at 75c.	145 50
	Extra masonry (354-239)=115 c. yds., at \$9.00.....	1,035 00
22—450	Beam culvert enlarged from 8 to 10 feet span; extra excavation of foundation (205-74)=131 c. yds., at 75c.	98 25
23—462 x 66	Excavation of culvert foundation, 60 c. yds., at 75c.....	45 00
	Masonry, 60 c. yds. at \$9.00, \$540.00; paving, &c., 4 c. yds., at \$4.00, \$16.00....	556 00
24—471	Beam culvert enlarged from 8 to 10 feet span and from second to first-class; extra excavation of foundation (200-58)=142 c. yds., at 75c	106 50
	Extra masonry (139-105)=34 c. yds., at \$12.50.....	425 00
	Change in classifications, 105 c. yds., at \$3.50	367 50
	Paving and rip-rap 4 c. yds., at \$4.....	16 00
25—526	Beam culvert altered from 6 to 8 feet span; extra excavation of foundation (114-58)=56 c. yds., at 75c.....	42 00
26—563	Extra excavation of foundation (64-58)=6 c. yds., at 75c....	4 50
27—585	Beam culvert; excavation of foundation, 54 c. yds., at 75c.	40 50
	Beam culvert masonry, 62 c. yds., at \$9	558 00
	Paving, &c., 13 c. yds., at \$4, \$52; outlet ditch, 210 c. yds., at 27c., \$56.70	108 70
28—670 x 90	Extra excavation, culvert foundation (210-140)=70 c. yds., at 75c.....	52 50
29—161x585	Extra timber superstructure for culverts not originally contemplated, or enlarged after delivery of timber, 365 c. ft.....	54 00
Total on Black River sub-division.....		\$18,213 45

Macan Sub-Division.

30—703 x 86	Beam culvert excavation of foundation, 50 c. yds., at 75c..\$	37 50
	Beam culvert masonry, 50 c. yds., at \$9	450 00
	Beam culvert paving and rip-rap, 12 c. yds., at \$4.....	48 00
	Excavation of inlet and outlet, 20 c. yds., at 27c.....	5 40
	Timber superstructure for inlet and outlet, 70 c. ft.....	12 00
31—674	Removing and rebuilding masonry, "Little Forks," consequent upon alteration of plan	300 00
	Piling and concrete required for foundation.....	5,000 00
32	Extra expense attending piling and concrete, purchase of engines, pumps, &c., and loss sustained by stoppage of work in cuttings.....	15,000 00
33—657	Extra excavation of foundation (62-32)=30 c. yds., at 75.	22 50
34—647 x 74	“ “ “ (190-80)=110 c. yds., at 75c.	82 50
35—549	“ “ “ (60-32)=28 c. yds., at 75c....	21 00
36—508	“ “ “ (720-544)=176 c. yds., at 75c.	132 00
	Alterations in masonry from 2nd to 1st class, 1,225 c. yds., at \$3.50.....	4,287 50

37—426	Alteration of cattle-guards after completion.....	40 00
38—335 x 50	Timber for Skew bridge, superstructure afterwards abandoned.....	250 00
	Extra excavation of foundation (400-200)=200 c. yds, at 75c.	150 00
39—315	“ “ “ (76-32)=44 c. yds., at 75....	33 00
40—256	“ “ “ (25-32)=53 c. yds., at 75c...	39 75
41—237	“ “ “ (218-32)=186 c. yds., at 75c.	139 50
42—220	Building road bridge for road to Roache's Landing.....	1,060 00
43—201	Extra excavation of foundation (338-85)=253 c. yds., at 75c.	189 75
44—152	Removing and rebuilding masonry to suit altered plan.....	100 00
45	Extra height of "aboideau protection" at Napan bridge and filling bed of stream between abutments with stone.....	8,000 00
46	Extra under-drains on section, 15,000 ft., at 12c. per s. ft.	1,800 00
47	Extra rock excavation in excess of quantity for test pits, 18,000 c. yds., at 90c.....	16,200 00
48	Extra earth excavation, widening cuttings after completion, &c., amounting over whole section to 20,000 c. yds., at 27c.....	5,400 00
	Total.....	\$58,800 40
	Amount brought down (Black River sub-division).....	18,213 45
	Total upon entire section.....	\$77,013 85
49—172	Pipes' aboideau.....	1,000 00
		\$78,013 85

SAM. G. RIGBY, *Attorney of Petitioners.*

SCHEDULE B.

SHOWING the details of \$9,233 65 proposed by the Railway Comraissioners to be credited to Messrs. Smith & Petblado, on a final settlement.

ITEM.

1.	Alteration of alignment after completion of road....	\$ 155 00
5.	Enlargement of arch culvert from 8 to 12 ft., after stone had been cut and dressed.....	150 00
6.	The completing of an additional culvert, and an excess of embankment on a portion of the work completed by the previous contractors, but subsequently ordered to be altered.....	1,717 20
9.	Box culvert substituted for small beam, after completion of the embankment.....	1,326 80
23.	New culvert put in after embankment had been completed.....	519 20
29.	Extra timber for superstructure of culvert which had been enlarged.....	54 75
30.	New beam culvert put in after embankment had been completed.....	370 70
31.	Removing and re-building masonry at Little Forks bridge, in consequence of change of plans.....	300 00
31.	Also, extra cost of foundations of Little Forks Bridge, which was shown on the plan to be rock close to the water, whereas it proved to be a very bad foundation, requiring piling, concrete, &c., being the excess of cost of this foundation.....	3,700 00

37. Alteration of cattle-guard after completion.....	40 00
42. Building a road bridge over a cutting at Roache's Landing. (This was an entirely extra piece of work, not at all contemplated when the contract was let)	800 00
44. Removing and building masonry to suit altered plans.	100 00
Total.....	<u>\$9,233 65</u>

SCHEDULE C.

SHOWING the items which are allowed by us; and a statement of the whole account.
Contract sum..... \$438,325 00

Extras.

ITEM.

1. Alteration of alignment after completion of road bed.....	360 00
2. Delay and expenses attending ditto, forming drain on Section 7, &c.....	70 79
5. Enlargement of culvert, from 8 ft. to 12 ft. span...	150 00
6. Excavation and building additional culvert.....	585 00
9. Change of culvert, after embankment completed...	1,524 00
23. Excavation and building additional culvert.....	585 00
29. Extra timber, superstructure for culverts.....	54 75
30. Extra beam culvert.....	415 00
37. Alteration of cattle-guards.....	40 00
42. Building road bridge at Roache's Landing.....	800 00
44. Removing and rebuilding masonry.....	100 00
49. Pipes' aboideau, extra.....	1,000 00
	<u>\$445,395 54</u>

CR.

Payments on account of contract sum.....	\$438,070 00
Wooden bridge superstructure not executed	*3,200 00
Payments made by Commissioners on Mr. Schreiber's report.....	5,988 65
	<u>447,258 65</u>
Balance against claimants.....	<u>\$ 1,863 11</u>

*In the account upon which the settlement was offered to the contractors this amount was stated at \$3,500, as mentioned in our report.

RETURN

(53o)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884:—For a Statement showing the number of Passes given on the Intercolonial Railway, from 1st January, 1874, to 1st January, 1884, in each year; by whom given, and to whom given.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

RETURN

(53p)

To an ADDRESS of the SENATE, dated 1st February, 1884;—For a Return showing the number of Free Passes over the Intercolonial and Prince Edward Island Railways, or either of them, or any parts or sections of either of them, issued to persons not actually employed as Officers, or workmen on the Railways in question, or either of them, between the 1st day of January, 1874, and the 31st day of December, 1883, with the names of the persons to whom, the dates when, and the times or occasions for which the same were issued.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(54)

To an ADDRESS of the HOUSE OF COMMONS, dated 23rd January, 1884; For copies of all correspondence between the Government of Canada, and the Government of Newfoundland, and between the former and some fish merchants or others, on the subject of the Inspection in Canada of Newfoundland *pickled herring* imported into Canada; Statement showing the quantity of Newfoundland herring imported into different ports of Canada, in 1883, the number of barrels and half-barrels of the said fish that have been submitted to our Official Inspection and the result of such Inspection.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State.
5th February, 1884.

Secretary of State.

OTTAWA, 2nd January, 1884.

SIR,—A correspondence with Newfoundland has led to a request from the Hon. the Attorney General of that Island, that the Department should put him in possession of all the names of the Inspectors of fish, whose inspection has in recent cases proved fraudulent.

Please communicate the same to me, together with the leading features of each case, respectively.

I am, Sir, your obedient servant,

E. MIALL, *Commissioner.*

H. GRENIER, Inspector of Fish and Oil, Quebec.

MONTREAL, 10th January, 1884.

SIR,—In compliance with your communication of the 2nd January, I have the honour of submitting the report you asked, and hope it is what you require. Notwithstanding the remarks applying to each cargo of herring from Newfoundland, I take the liberty of annexing a report sent to the Council of the Board of Trade of this city, with a view of having it submitted to the proper authorities for amendment to the present law, as far as concerns the port of Montreal. The prime cause of the unsatisfactory results of the Canadian inspection to the Newfoundland merchants, in comparison to the Newfoundland inspection, is the very poor quality of the packages, and the large quantity of No. 3 and rusty herring, is directly traceable to the bad packages, which do not hold the pickle. Another reason why so many barrels turned to be rusty and tainted, is the slovenly manner in which the herring were originally packed, the herring, in a great number of cases, having been thrown in the barrels, pressed down and merely topped for appearance sake. Such practices necessarily entail a considerable expense to the owners submitting the fish for inspection, in ports like that of Montreal, where in the fall of the year cooerage labour and other charges are very high, entirely out of proportion to the value of the bad merchandise, and has the effect of adding considerably to the inspection charges of the good fish, as the whole charges have to be spread on the entire lot.

Another evil is a wish of overdoing the object in view, such as too tight packing and putting in a barrel more than the required weight, which has the effect of stopping the circulation of the pickle among the layers of the fish, which is then a solid mass and apt to heat and become tainted.

A third evil, which entails a considerable expense for cooerage, and arising from the bad quality of packages, is the number of nails driven through the staves to keep the hoops in their proper places, each of which has to be plugged after having been opened for inspection. This work is a long and tedious one, and which could be remedied by the use of shorter nails, and only in the top bilge-hoops and chime-hoops. The exemption from inspection, which herring from Newfoundland has enjoyed in Canada, has had the effect of impressing on the minds of the Newfoundland Inspectors that the law would still be a dead-letter, notwithstanding the issuing of the proclamation of the Canadian Government, hence the culpable indifference exhibited in classifying the herring in a great number of cases, and which had the effect of reducing what herring of No. 1 quality that were mixed up with No. 2, to No. 2, the Canadian law being clear on the subject, that No. 1 herring should be the best, largest and fattest. A kind of half measure was sometimes resorted to, by marking on the barrels, under Newfoundland Brand, No. 1, the word "Medium" when the proper classification was in reality No. 2. In such case, the purchasers seeing the word "Medium" on the barrels, were under the impression that the quality was much poorer than the ordinary qualities, from the fact of having been branded "Medium," so that the would-be cure was worse than the evil. Another evil of the Newfoundland curing of herring is the slovenly manner the herring are washed and cleansed, and not always well struck with salt. There are some few exceptions, where it is evident overseers understanding their business have presided over the work. The herring coming from these establishments are well known to the trade, and are always sought for in preference to others.

The culling of herring, when arriving in such quantities as last year, in the port of Montreal, is utterly impossible; hence, the recommendation of adopting a medium brand of No. 1½ and No. 2½, according to the herring being mixed No. 1 and No. 2, but such a classification should not exist in Newfoundland, where the culling could be done on the packing of the fish, and a 10 per cent. inspection would meet all the requirements to give satisfaction to all parties concerned, and would very considerably diminish the cost of inspection, and help very much to expedite matters, when both receivers and purchasers are interested in having the work of inspection done promptly and satisfactorily. In closing these remarks I would take the liberty of resuming them by recommending to whom it may concern, 1st. The absolute necessity of having good packages, and well coopered; 2nd. Doing away with nailing the hoops through the staves; 3rd. The necessity of thoroughly cleansing the fish, and having them well struck with salt, 4th. Culling the fish according to size, properly packing in barrels sufficiently large to hold 200 pounds and 100 pounds, respectively; 5th. Putting the exact weight in packages, and not too tight to allow pickle to circulate between the layers; 6th. To brand exactly according to quality of fish and quantity.

I have the honour to be, Sir, your obedient servant,

L. E. MORIN, *Inspector.*

E. MIALL, Commissioner, Inland Revenue.

To the President and Council of the Board of Trade, Montreal.

GENTLEMEN,—The importance of the trade of the Port of Montreal with Newfoundland, and its relation with the inspection of herring is my excuse for addressing you on the latter subject. The history of the Inspection Act of 1874 is too well known by the members of your honourable Council to be related here, and it is only in reference to a single clause in the Act which has a special importance, that I make mention of it here, with reference to the inspection of herring.

During the Session of Parliament of 1882, the exemption from inspection which herring reputed to have been inspected in Newfoundland had enjoyed for the last nine years, having been repealed, it became necessary, on the proclamation of the Order in Council, to inspect all herring offered for inspection coming from Newfoundland.

The receipt of herring during the last nine years, from 1874 to 1883, at the Port of Montreal, is as follows:—

1875 barrels.....	36,687	Half-barrels.. ..	2,729
1876 “	19,526	“	846
1877 “	24,831	“	2,410
1878 “	14,791	“	1,258
1879 “	11,380	“	815
1880 “	19,338	“	1,032
1881 “	16,336	“	1,135
1882 “	18,834	“	1,112
1883 “	34,283	“	2,617

During the nine years that elapsed, from 1874 to 1882, both inclusive, the services of the Inspector were never, even in a single instance, called into requisition to inspect for account of direct receiver, any herring from Newfoundland. The following figures which I extract from my official book, will explain why, in former years, my services were not required, and are also a reply to those who advocate a voluntary, instead of a compulsory inspection. As for pickled fish, my services as Inspector of pickled fish were required for the first time this year on the 6th of October, to inspect 500 barrels, and 234 half-barrels, being part of the cargo of the steamer “Commodore.”

These herring were reputed to have been inspected, and were all branded No. 1, 200 pounds, with the name of Colford as Inspector. The result of my inspection was as follows:—No. 1, 48; No. 2, 314; No. 3, 90; Rusty, 42; Tainted. 6;=500 barrels.

These herring ran so short in weight, that it took the contents of 37 barrels to bring up the weight of 50 barrels to 200 pounds and of 450 barrels to 190 pounds, it having been ascertained that barrels of 27 inches in length and 16 inches between the chimes were too small to contain 200 pounds of herring, except when packed particularly tight, too tight in fact for the benefit of the fish.

The half-barrels gave the following results:—No. 1, 17; No. 2, 149; No. 3, 43; Rusty, 10; Tainted, 2;=221 half-barrels. It required 13 half-barrels to bring up the weight to that marked on the packages. viz., 100 pounds.

The result of the inspection of this lot having become known, the Board of Examiners held a consultation, at which it was decided that the inspection should be carried on by opening all the barrels, and each barrel to be filled up to its full capacity, inspected on its merits, and branded 190 pounds. The day following this meeting, I proceeded with the inspection of three other cargoes, with the following results:—

First cargo, which consisted of 900 barrels and 138 half-barrels, branded No. 1, 200 pounds and 100 pounds, respectively. Inspected:—No. 1, 31; No. 2, 654; No. 3, 42; rusty, 29 barrels. It took the contents of 44 barrels to bring the weight of this cargo up to 190 pounds.

The half-barrels gave the following result:—No. 1, 69; No. 2, 66; rusty, 3; =138 half-barrels.

Second cargo consisted of 1,440 barrels; all also branded No. 1, 200 pounds:—No. 1, 322; No. 2, 1,011; No. 3, 46; rusty, 25; tainted, 1 barrel. It took the contents of 35 barrels to bring up the weight of the balance to 190 pounds.

The third cargo consisted of 1,209 barrels and 145 half barrels, and, like the preceding ones, was branded No. 1, 200 pounds:—No. 1, 37; No. 2, 721; No. 3, 301; rusty, 92; tainted, 18 barrels. Forty barrels were required to bring up the weight of 200 pounds of this cargo.

The half-barrels resulted as follows:--No. 1, 14; No. 2, 107; No. 3, 13; rusty, 10; tainted, 1. Full weight.

I must confess that the inspection took more time than I expected, owing to the small number of coopers at my command, and their turning out a considerably smaller number of barrels than I had calculated upon. The inspection, labour, and the rest of the work inherent to the inspection, went on pretty rapidly; but the work was delayed by the cooperage, which, in many cases, had to be gone over a second time, owing to want of practice of the workmen in that line of business.

A question, which at the time had caused a good deal of discussion, was brought before the examiners, whose disposal of which allowed me to expedite matters. section 70 of the Inspection Act reads as follows: "When fish are not inspected "at the place of packing, the packer's name and the quality of the fish must be "marked in paint on each barrel, half-barrel, or package; and when they are in- "spected at the place of sale, the Inspector shall empty out ten packages out of each "hundred of any lot submitted to him for inspection, and such inspection of ten "packages out of every hundred shall regulate the grade of the fish so submitted for "inspection."

Now, the question above alluded to arose out of this section, and was this: Is the Inspector responsible for the quality of the fish if it does not turn out according to the classification? The examiners having decided that the Inspector could not be held responsible, work progressed pretty rapidly, and the offering of inspected herring were more than the demand could absorb. The total of the inspection of herring from Newfoundland, from 6th October to 1st December, was as follows:—

Offered for inspection, 18,435 barrels and 2,061 half-barrels, which turned out as follows:—No. 1, 557 barrels, 117 half-barrels; No. 2, 14,912 barrels, 1,695 half-barrels; No. 3, 1,542 barrels, 137 half-barrels; rusty, 456 barrels, 40 half-barrels; tainted, 26 barrels, 3 half-barrels; small, 747 barrels, 51 half-barrels; empty, 165 barrels; 18 half-barrels; of which 14,360 barrels and 1,567 half-barrels were inspected under section 70.

Such is the history of the inspection of herring for the last two months. The receipts having been as above mentioned, 34,283 barrels and 2,617 half-barrels, there is still a large quantity, uninspected, kept back for reasons best known to the owners. The putting in operation of the inspection has put me in a position to find out the shortcomings of the law, and, with your permission, I would now call your attention to a few amendments which, in my opinion, would be required to meet many cases which were not of an easy solution, and which, if made, would, I think, meet with the approbation of interested parties.

1st. The second paragraph of section 63, 8th line, reading as follows: "Staves for barrels shall be 27 inches in length, and the heads between the chimes 16 inches," should be 28 inches in length and 17 inches between the chimes. Also, 11th line, from top of paragraph, commencing, "All casks shall be hooped with not less than twelve sound, good hoops, &c." should have, in addition thereto, two iron hoops, one at each end, at the intersection of the staves and heads.

2nd. Section 64 should be amended so as to give an Inspector or Deputy Inspector the right to seize uninspected fish, offered for sale, until legal proceedings have been taken to bring delinquents to justice. As the law now stands, strangers offering uninspected fish for sale have left the place before legal proceedings could be taken, and the law can only reach residents.

3rd. Sub-section 12 of section 65 orders the seizure of tainted fish, but does not provide who shall pay the cost of removing said fish, or what shall be done with it.

4th. Sub-section 15 of section 68, fixing the fee for inspecting cod fish, &c., at five cents, should be amended by making the fee ten cents, the fee of five cents being entirely inadequate to the work required for inspecting a barrel of codfish.

5th. Section 70 should be so amended as to read, "and if in such inspection of ten barrels out of every hundred, the first is not uniform and of one quality, the Inspector, or his Deputy, shall examine which part of the ten barrels constitutes the

three-quarters of the one quality, and the classification of three-quarters shall be the classification of the whole lot. If the ten barrels out of the hundred be equally divided, or consist of No. 1 and No. 2 qualities, the Inspector shall brand such barrels No. 1½, and if of No. 2 and No. 3, he shall brand such barrels No. 2½, and all barrels which have lost the pickle shall be opened up and inspected on their merits, and branded accordingly."

An important addition to the Inspection Law, which concerns the Port of Montreal specially, would be the granting by the Harbour Commissioners, or Canal Authorities, of a special place where the inspection could be carried on, and where all the fish offered for inspection would be unloaded, and that it should not be the privilege of any receiver of uninspected fish, to have it placed where he would think proper, and thereby increasing the difficulties of the inspection which has to be made expeditiously, owing to shortness of the season in which it has to be done.

With the hope that your Honourable Council will take a similar view to the one I take on the question of the inspection of pickled fish, and trusting that representations to obtain the desired amendments to the law will be made to the Government before the next meeting of Parliament,

I have, &c.,

MONTREAL, 10th December, 1883.

L. E. MORIN, *Inspector.*

INLAND REVENUE DEPARTMENT, OTTAWA, 2nd January, 1884.

SIR,—A correspondence with Newfoundland has led to a request from the Hon. the Attorney-General of that Island, that the Department should put him in possession of all the names of the Inspectors of Fish, whose inspection has in recent cases proved fraudulent.

Please communicate the same to me, together with the leading features of each, respectively.

I am, Sir, your obedient servant,

E. MIALI, *Commissioner.*

L. E. MORIN, Inspector of Fish, &c., Montreal.

QUEBEC, 5th January, 1884.

DEAR SIR,—In answer to yours, I give you the following statement.

Statement relating to the inspection of Newfoundland herring at Quebec, by H. Grenier.

Lot of barrels imported by G. Patterson, and all branded No. 1.

Bbbs.	Half-bbbs.	Total of Pkgs.
1,126	75	1,301

Statement of Canadian inspection.

No. 2.		No. 3.		Rusty.		Four.	Total of Pkgs.
Bbbs.	Half bbbs.	Bbbs.	Half-bbbs.	Bbbs.	Half-bbbs.	Bbbs.	
840	45	163	17	218	13	5	1,301

Yours, etc.,

H. GRENIER.

N. B.—The above was all in one schooner, and it is the only cargo we received last fall. The names of the Newfoundland Inspectors that inspected it are Mr. T. Gordon and G. Tuffin.

H. G.

MONTREAL, 28th December, 1883.

DEAR SIR,—I hasten to answer your letter of the 26th inst., enclosing a letter of W. V. Whiteway, Attorney-General of Newfoundland, on the subject of inspection of herring.

I am going to write at once to the Fish Inspectors at Montreal, and at Quebec, to request them to send to the Hon. Minister of Inland Revenue the information that you require, in order that it may be official.

But, perhaps the Minister of Inland Revenue might direct that official information to be given to his Department by the said Inspectors, who are acting under instructions from his Department.

I will assist you in every possible way in this matter. The exposure of the fraudulent nature of the inspection of pickled herring in Newfoundland, has already done much good to our herring trade, and our fishermen are pleased at the action taken by our Government in this matter.

Believe me, etc.,

P. FORTIN.

Hon. Sir LEONARD TILLEY, Minister of Finance.

MONTREAL, 7th November, 1883.

SIR,—Allow me to submit to you some of the results of the inspection, at Montreal, of some lots of pickled herring from Newfoundland exported to Montreal, and bearing the mark of the Newfoundland official inspection.

Result of the inspection at Montreal, of several lots of herring from Newfoundland.

Two hundred and sixty-five barrels of herring from "Commodore," inspected at Montreal, for Messrs. Lord, Munn & Co. All these barrels were stamped No. 1 in Newfoundland. The following is the result of the official inspection in Canada.

No. 1, 12; No. 2, 131; No. 3, 71; rusty, 30; tainted, 2 barrels.

N.B.—These barrels were stamped "No. 1, Newfoundland," and supposed to contain 200 pounds of fish. But they were nearly all 10 pounds short.

Nine hundred barrels Newfoundland herring, stamped "No. 1 Newfoundland," said to contain 200 pounds of fish each barrel:

No. 1, 184; No. 2, 604; No. 3, 42; rusty, 29; empty, 44 barrels.

N.B.—The contents of the 44 barrels marked empty, were used to fill the others of 190 pounds each, as the barrels were too small to contain a larger weight of fish.

Inspection of 138 half-barrels stamped "No. 1:"

No. 1, 69; No. 2, 66; rust, 3. Weight, 100 pounds each.

Inspection of 1,440 barrels marked "Newfoundland No. 1," 200 pounds;

No. 1, 322; No. 2, 1,007; No. 3, 46; rusty, 25; rotten, 1; empty, 35, barrels.

N.B.—The contents of the 35 barrels marked "Empty," served to fill the other barrels to 190 pounds, as the barrels were too small to contain a larger weight.

Inspection of 161 barrels stamped "Newfoundland No. 1:"

No. 1, 10; No. 2, 140; No. 3, 11; rusty, 1; empty, 6 barrels.

N.B.—The balance of the cargo (754 barrels) having been inspected in conformity with sections 70 and 71 of the Inspection Act of 1874, were stamped "No. 2."

Inspection, in accordance with sections 70 and 71 of the Inspection Act of 1874, of an average of 10 per cent. on 125 half-barrels, with the following result:—

1 half-barrel weight	100 lbs.	No. 2.
" "	96	" "
" "	61	" "
" "	90	" No. 3.
" "	90	" Rusty.
" "	93	" No. 1.
" "	93	" No. 2.
" "	80	" "
" "	100	" "
" "	90	" "
" "	95	" "
" "	100	" No. 3.

The average weight was 90 lbs., and the 113 were stamped "No. 2—90 lbs.

These barrels had been stamped No. 1—100 lbs., and they had been inspected by Inspector Taylor, of Newfoundland.

Inspection of 547 barrels, and 218 half-barrels, inspected in accordance with sections 70 and 71 of the Inspection Act of 1874, marked "No. 1—200 lbs.," except 30 barrels stamped "No. 1 small," and 50 half-barrels similarly stamped.

Result—(the herring are owned by Penney Bros., and the Inspector is Edgar Penney)—No. 1, 8; No. 2, 47; No. 3, 492, barrels; No. 2, 167, half barrels; No. 3, 51, half barrels.

N.B.—These barrels had full weight, the average being 202 lbs. for the barrels, and a 100 lbs. for the half barrels, but the herring were small, and hence the classification of "No. 3."

Inspection of 1,209 barrels, and 145 half-barrels, herring, branded "No. 1 Newfoundland inspection."

No. 1.....	37 Barrels
No. 2.....	720 "
No. 3.....	301 "
Rusty.....	92 "
Tainted, unfit for food.....	18 "
Empty to fill up the other barrels that were short of weight.....	40 "
No. 1.....	14 Half-barrels.
No. 2.....	167 "
No. 3.....	13 "
Rusty.....	10 "
Tainted, unfit for food.....	1 "

The above statement and figures are official, and have been given to me by L. E. Morin, Inspector of Fish and Oil at Montreal.

It follows, then, that out of 4,664 barrels of pickled herring, inspected officially in Newfoundland and bearing the official stamps of Newfoundland "No. 1, Pickled Herring" only 639 barrels, that is to say, not quite one-fourth, were found to be No. 1, and 3,315 were found No. 2.

The rest, 710 barrels were No. 3, tainted and rotten. But few of the barrels had the required weight, 200 pounds, although they were stamped as containing that weight, and many barrels were not large enough to contain more than 190 pounds of fish.

After this exposure, it seems to me that comments are unnecessary, and the necessity of the action of the Government and Parliament in this matter, is proved beyond doubt.

This shows that the Newfoundland fishermen have been allowed, since 1874, to export and sell their fish—pickled herring—into this country, at a greater advantage than our own fishermen.

But more than that. The people of Newfoundland are allowed to export their staple products, fish and oil, into this country free of duty, and our staple productions, flour, timber, meat, are subject to a duty when exported to Newfoundland.

It is true there is no duty on fish and oil imported from this country into Newfoundland, but who would think of exporting these articles into Newfoundland from Canada.

I have the honour, &c,

P. FORTIN.

Hon. JOHN COSTIGAN, Minister Inland Revenue.

MONTREAL, 10th September, 1883.

SIR,—Would you kindly give me your opinion on the following question:—

A merchant of Montreal, in order to avoid the inspection on Newfoundland herring, orders the cargoes to be consigned to Montreal in transit, say for Chicago. Has he the right to break bulk—consign only a part to Chicago, ordering, whilst in transit from Montreal to Chicago, a part to be discharged in Toronto, and keep here

what he has a mind to for inspection for local demand, or is he obliged to ship the whole lot without breaking bulk?

I have the honour to be, Sir, your obedient servant,
L. E. MORIN, *Inspector Fish and Fish Oils.*

E. MIALL, Commissioner of Inland Revenue, Ottawa.

I cannot find that the inspection of Newfoundland fish is compulsory, the terms of the Act seem to me to be very vague.

T. H. G.

OTTAWA, 25th September, 1883.

Re Inspection, Newfoundland herring.

SIR,—In reply to your reference, I have the honour to say that the only section in the Inspection Act, which makes the inspection of pickled and smoked fish compulsory, is section 64. This section enacts the inspection of all pickled and smoked fish cured for market or exportation * * * shall whenever such pickled fish * * * are removed beyond the limits of the inspection district in which they are pickled or packed be compulsory. * * * From this I gather that compulsory inspection, is imposed only on fish, &c., packed or cured in Canada and then removed out of the particular Inspection District, where they were so packed or cured, as Inspection District can, I think, only mean an inspection district in Canada.

I am of opinion, therefore, that Newfoundland fish are not liable to inspection unless cured or packed in Canada.

I have the honour to be, &c.,

Commissioner Inland Revenue.

A. POWER, for D.M.I.

45 VICTORIA, CHAPTER 25.

An Act to repeal certain provisions of "The General Inspection Act, 1874 (assented to 17th May, 1882).

Preamble—37 Victoria, Chap. 45.

Whereas it is expedient to repeal certain provisions of "The General Inspection Act, 1874:" Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:—

Certain provisions respecting Herrings packed and Inspected in Newfoundland, repealed.

1. The words "herrings packed and inspected in Newfoundland, and imported into Canada, shall be marked and branded 'Newfoundland' without further inspection," in the third sub-section of the sixty-sixth section of the said Act, and also the words "for branding or marking Newfoundland fish which have been inspected in Newfoundland, 2 cents per barrel," forming the twenty-sixth sub-section of the sixty-eight section of the said Act, are hereby repealed.

Commencement of Act.

2. The foregoing provisions of this Act shall come into force by proclamation of the Governor General.

OTTAWA, 12th May, 1883.

SIR,—I have the honour to lay before you the enclosed letter of Mr. Xavier Kennedy, of the fishing and trading firm of C. & X. Kennedy, at Douglstown, County Gaspé and Anticosti.

I have the honour to be, &c.,

Hon. Sir LEONARD TILLEY, Minister of Finance.

P. FORTIN, M. P., *Gaspé.*

QUEBEC, 27th March, 1882.

SIR,—You ask me to state some facts. I can say that we, C. & X. Kennedy, have paid yearly, since the Inspection Law is in force, not less than \$50.00 to \$80.00 per year. Is it not a fact that when the Newfoundland fishermen pay 2 cents per barrel for inspection and Canadians paying from 20 cents to 50 cents per barrel as you have stated before the House in your speech. Now, how can we sell our fish at the same prices as those in the market when we arrive at Quebec, remain some time perhaps before we have an Inspector and then turn all of our fish out on the wharf, and then purchase more salt and hoops to cooper those barrels over. The result is, that we are obliged to give the business up. Is it not plain to be seen that some six years past the quantity of herring which used to come from the Canadian fisheries to Quebec and Montreal markets; and now Newfoundland, has all the trade.

XAVIER KENNEDY.

Hon. Dr. P. FORTIN.

OTTAWA, 12th May, 1883.

SIR,—I have the honour to lay before you a letter from Messrs. J. B. Renaud & Co., one of the principal fish and produce dealers in Canada, in which you will see that not only in Newfoundland they grant commissions of Fish Inspectors to the captains of fishing vessels who inspect and stamp their own fish, but such commissions are granted sometimes to some of the crew. 2nd. That not only Newfoundland Inspectors inspect their fish on the coast of Labrador belonging to Canada, but in the port of Quebec.

I have, &c.,

Sir LEONARD TILLEY, Minister of Finance.

P. FORTIN, M.P., *Gaspé*.

(Copy and Translation.)

72 and 82 ST. PAUL STREET, QUEBEC, 28th January, 1881.

DEAR SIR,—I have delayed my answer to your letter of the 18th, because I wanted to take all the information, and be sure of the facts.

I have been able to ascertain that I have been misinformed. On board the schooner "Hopefield," Captain Faughtergreene, there were only three or four barrels of herring not inspected, that is to say, not stamped in Newfoundland, and they have been stamped here in the port of Quebec, by his Inspector, one of his crew, who had the necessary papers for fish inspection. This was in October, 1830.

I regret not having been able to furnish you with this trump card in the just protection you are proposing to protect the fishermen of Canada.

I have the honour to be, &c.,

Hon. P. FORTIN.

J. B. RENAUD & CO.

Copy of an account of Customs duties paid by a trading vessel from Canada, while visiting the coast of Labrador, belonging to Newfoundland, on a trading voyage of a couple years ago. You will see that the Collector of Customs for Newfoundland, Mr. I. P. Kearney, not only collected the duties enumerated below on flour which was to be landed in the Newfoundland Territory, but he also collected Customs duties on barrels of salt, which were not going to be loaded but, on the contrary, were to be used for the packing of the fish (to be brought to Canada) which the trader received in exchange for his goods.

Consequently, our Canadian trader paid duty on barrels and salt which were never landed on Newfoundland territory.

Let us see what facilities the Newfoundland merchants and outfitters have on the coast of Canada, when they settle on our coast of Labrador, where they live and load goods and provisions without paying any duty.

350 empty barrels, \$175.00, 20 per ct.....	\$ 5 00
10 tons of salt, 20c. per ton.....	2 00
20 barrels of flour, 20c. per bbl.....	4 00
1 box tea, 50 lb. @ 3c.....	2 50
1 box soap, \$2.00 @ 13 per ct.....	0 28
$\frac{1}{2}$ box tobacco, 60 lbs. @ 14c.....	8 40
2 tinettes butter, 130 lbs. @ 1c.....	1 30
6 tinettes lard, \$12.00 @ 13 per ct.....	1 56
Dry goods, 150.00, 13 per ct.....	19 50
Add, 15 per ct.....	11 18
Total.....	85 70

P. FORTIN, 12th May, 1883.

J. P. KEARNEY, *Sub-Collector, Newfoundland.**(True Copy.)*

OTTAWA, 12th May, 1882.

SIR,—I have the honour to lay before you a list of the names of the Inspectors of pickled fish of Newfoundland I procured, two years ago, through William Smith, Esq., Deputy Minister of Marine and Fisheries, from Newfoundland. You will see that there were one hundred and thirty-seven Inspectors of pickled fish in that colony, and the fact that so many of them have no port allotted to them, in which to exercise their duties of Inspectors, adds a strong proof of Mr. Whiteley's statement, that the captains of the fishing vessels from Newfoundland are the inspectors of their own fish.

And the law of Canada, by the obnoxious clauses introduced in the Inspection Act of 1874, permits the introduction into Canada free of Canadian inspection, of the so-called inspection Newfoundland herring.

I have the honour to be, Sir, your obedient servant,

P. FORTIN, M.P., *Gaspé.*

Hon. Sir LEONARD TILLEY, Minister of Finance.

Names of Inspectors of Pickled Fish, Newfoundland, Appointed 19th August, 1875.

David Longwell,	Ebenezer Taylor, Carboncau,
Ellis C. Patson,	Lemuel Taylor, “
Robert Peace,	William F. Taylor, “
James McFarland,	Charles Noel, “
George Lemoine,	Peter Hamilton, “
John Limigan,	John Kennedy, “
James Phelan,	Henry Dawe, Ship Harbour,
George Pike,	Isaac Bartlett, Domino,
John White,	Isaac McFarlane, St. Johns,
Alfred Dowllen, Labrador,	George Lemoine, Roll Balance,
William Phillips, “	John Lannigan, St. Johns,
William Crimp, St. Johns,	William Rabbitts, 25th October, 1875,
Augustus Garland, Carboncau,	Edward North, 1st November, 1876,
Isaac Dain, “	H. Spencer,
James Glavine, Straits of Belle Isle,	Richard Weir, Bay of Islands,
William Fraser,	John Brazel, Bonne Bay and Bay of Islands,
W. B. Bendell,	John Bartlett, Beiqus,
John Bartlett, jun.,	George Clark, “
George Clark,	William Bush Bendall, Battle Harbour,
Richard Hennebury,	Labrador,
Thomas Brown,	Edgar Penny, Red Bay,
Edgar Penny,	William Frazer, St. Johns,
Samuel Gorden,	Thomas Mullins, St. Johns,

Thomas Firm;	George Rorke, Venison Islands, Labrador.
Henry Hiswell.	William Hawker, " "
George Tuffin,	John Winsor, St. Francis Harbour, "
Johnathan Parsons;	John Hedge, " "
Fritz Gorman;	Robert Penny, " "
Patrick Keough,	James Forward, Spear Harbour, "
John Stapleton,	Joseph Udell, Rod Bay, "
Thomas Malone,	Robert Joyce, Chateau and Henley,
David Fitzgerald, Western Shore,	Harbour, Labrador,
William Miller,	Thomas Browne, Dead Island, Labrador.
William Best,	John White, Bounce Bay, Labrador,
John Hunt,	John Thomas Dwyer, Bounce Bay,
Nicholas Fitzgerald,	Labrador,
J. Bartlett,	D. B. Longville, Bounce Bay, Labrador,
J. Quack,	Henry Hiscock, Dead Islands " "
Jacob Morris,	James Phelan, Cap Charles " "
H. H. Taylor,	Thomas Malone, Murray's Harbour " "
Robert Penny,	James Dempsey, Bolster Rock " "
Thomas Fitzpatrick,	James Quirk, " "
George Rorke,	Thomas Colford, Long Harbour " "
Peter Samuelson,	Fitz Grimm, Punch Bowl " "
Joseph Parsons,	Daniel Fletcher, Harbour Grace " "
John Winsor,	Patrick Kehoe, Mathew's Cove " "
Michael Sweeney,	Michael Carroll, St. Johns and Battle
Stephen Percy,	Harbour, Labrador,
Samuel Gordon, Chimney Tickle, Labrador,	Nicholas Fitzgerald, Nolan's Harbour,
Thomas Furlong, Battle Harbour,	Labrador,
Edward Moore, Dildo, Trinity Bay,	March Alcock, American Tickle, La-
John Ryan, Sunny Harbour, Labrador;	brador,
Thomas Gearney, Murray Harbour,	William Dunn, Snug Harbour, Labrador,
Thomas Green, Tub Harbour,	Thomas Dean, Labrador,
James Parsons, Battle Harbour,	James Howell " "
Michael Brien, Punch Bowl,	William Neal " "
R. H. Taylor, Cape Charles,	William G. Smith, Beiqus,
Patrick Kelly, Triangle,	William Best, Labrador,
George Pike, Dead Islands,	John Gody, Harbour Grace,
George Tuffin, Francis' Harbor Bight,	George Speace, Labrador,
Thomas Spracklin, Beiqus,	Alfred Neal " "
James Murphy, St. Johns,	William Rowe, St. Johns,
Jacob Morris " "	Silvester Murphy " "
Thomas Curran " "	George Bugdow, Trinity,
Henry H. Taylor, Carboneau, Labrador,	Job Keans " "
Edward Parsons, Fishing Ship Harbour,	Richard Halfyard, Bounce Bay.
Ellis C. Watson, St. Johns;	

271 to 275 COMMISSIONER ST., MONTREAL, 16th April, 1883.

DEAR SIR,—Knowing the great interest you take in the sea fisheries of Canada, we beg to call your attention to the great injustice done to our own Canadian fishermen, as well as to the public, by the Government allowing the repeal of a clause in the Inspection Act, affecting Newfoundland herring, passed last Session, to remain a dead letter.

It is a well known fact that Montreal and Quebec are the largest and best markets on this continent, for Labrador herring, and Newfoundland merchants have, for years past, been getting very high prices for these fish. They have also been entirely free from the cost of inspecting their fish on arrival at these ports, as is required to be done by our own fishermen, which has given the Newfoundlander an unfair advan-

tage over our own poor fishermen, who could not compete against such odds, and many have had to give up the business on that account.

This exemption from inspection of herrings in Canada, gave the wealthy Newfoundland merchants an opportunity to practice all kinds of fraud on the Canadian people, in putting up inferior and mixed lots of herring under the brand of No. 1 Labrador, and thereby getting the highest price, whilst our fishermen were obliged to class their herring under regular inspection, to their disadvantage, but to the consumers' benefit.

We are strongly in favour of a strict and impartial inspection of herring but do not want to see Newfoundland exempt from it, and at liberty to cheat our people with impunity, when laws exist to prevent them from doing so, if put in force.

The Newfoundland herring that came to our market, last fall, for wretched quality, inferior packing—fish of all sizes mixed together, large portions tainted and rusty, and mostly short weight, from 10 lbs. to 35 lbs. per barrel—yet all classed by Newfoundland Inspectors, as No. 1, though, as a rule, not 20 per cent. were up to that grade; thus giving the Newfoundlander an advantage of \$2 to \$3 per barrel, over the Canadian fishermen. This is not right, and should be remedied without delay.

As we have been very heavy losers by this absurd exemption of Newfoundland herring from inspection, we beg of you to do your utmost to have repeal to the Inspection Act put into force without delay.

We remain, dear Sir, yours truly,

VERRET, STEWART & CO.

P. FORTIN, Esq., M.P., Ottawa.

To the Honourable the House of Commons of the Dominion of Canada, in Parliament Assembled:

The Petition of the Council of the Quebec Board of Trade, humbly sheweth:— That in 1874, clauses were added to the General Inspection Act, in virtue of which pickled herring from Newfoundland, pretended to have been inspected there, was admitted into Canada free of inspection.

That the said Newfoundland herring was branded by our Fish Inspectors, although they had not inspected them, and for this branding the said inspectors received two cents.

That this practice has been very injurious to the Canadian herring trade, as the dressing taken by the Canadian fishermen cannot be sold in our own markets without being regularly inspected by our Fish Inspectors at a cost amounting sometimes to twenty-five (25) cents, and often more.

That the undue advantage given to the Newfoundland herring over the Canadian herring on our own markets, caused many Canadian fishermen to give up herring fishing.

That a revenue Tariff having been superceded by a strong protective one, for the purpose of encouraging home industries, the Government, in allowing the introduction of herring from Newfoundland, free of inspection, would be acting in contradiction to its avowed policy.

That the claim of the people of Newfoundland, that because they will admit, or are admitting, in their markets, Canadian fish, free from Newfoundland inspection, their herring ought to be admitted on condition of reciprocity in Canadian markets, free of Canadian inspection, is ingenious, but not equitable, as no Canadian fish will ever be exported to Newfoundland.

That your petitioners pray your honourable House that measures be taken to have the said Act, intituled "An Act to repeal certain provisions of the General Inspection Act of 1874," put into force by proclamation in the beginning of the fiscal year 1882-83.

And you Petitioners, as in duty bound, will ever humbly pray.

On behalf of the Council of the Quebec Board of Trade.

JOSEPH SHEHYN, *President.*

J. H. ANDREWS, *Secretary.*

QUEBEC, 14th April, 1883.

To the Honourable the House of Commons of the Dominion of Canada in Parliament Assembled.

The petition of the undersigned merchants and other persons interested in the herring trade of Canada, humbly sheweth :—

That in 1874 clauses were added to the General Inspection Act, in virtue of which pickled herring from Newfoundland, pretended to have been inspected there, was admitted into Canada free of inspection.

That the said Newfoundland herring was branded by our Fish Inspectors, although they did not inspect them, and for this branding the said Inspectors received two cents.

That this practice has been very injurious to the Canadian herring trade, as the herring taken by Canadian fishermen cannot be sold in our markets without being regularly inspected by our Fish Inspectors at a cost amounting sometimes to twenty-five (25) cents and often more.

That the undue advantage given to the Newfoundland herring, over Canadian herring, on our own markets, caused many Canadian fishermen to give up herring fishing.

That your petitioners pray the honourable the House of Commons that measures be taken to have the said Act, intituled : " An Act to repeal certain provisions of the General Inspection Act of 1874," put into force by proclamation in the beginning of the fiscal year 1882-1883.

And your petitioners, as in duty bound, will every pray.

Verret, Stewart & Co.,
Lightbound, Ralston & Co.,
Kirk, Lockeby & Co.,
Lees, Costigan & Wilson,
H. McShane,
John Elliot,
D. C. Brosseau,
E. Mothun Freres,
D. Hatton & Co.,
A. Robitaille et Cie.,
D. Alexis Cusson,
C. Melancon,
Peter Rowan & Co.,
J. Tiffin & Co.,
Dufresne & Mongenais,
Hunt, Barnes & Co.,
J. E. Mullin & Co.,
Charles Lacaille & Co.,
Hudon, Hebert & Co.,
H. Quintal et fils.,
Hudon & Orsal,
William Howe Smith,

J. A. Withewson,
Alex. McGibbon & Co.,
Ransom Forbes & Co.,
J. H. Temple,
T. J. Chisholm,
Thomas Shaw,
Joseph Ward,
R. White & Co.,
George Wait,
F. Chaput, fils et cie ,
D. D. Mann,
J. & B. McBurney,
McPherson & Alexandre,
J. A. Vaillancourt,
W. F. Leonard,
George Childs & Co.,
T. S. Vippon,
Brock & Co ,
Gautier & LeMothe,
Jos. P. LeBel,
John Thompson.

To the Honourable the House of Commons of the Dominion of Canada in Parliament Assembled.

The petitioned of the undersigned fishermen, captains of fishing vessels and other person interested in the herring trade of Canada humbly sheweth :—

That in 1874, clauses were added to the General Inspection Act, in virtue of which pickled herring from Newfoundland, pretended to have been inspected here, was admitted into Canada free of inspection.

That the said Newfoundland herring was branded by our Fish Inspectors, although they did not inspect them, and for this branding the said inspectors received two (2) cents.

That this practice has been very injurious to the Canadian herring trade, as the herring taken by Canadian fishermen cannot be sold in our own markets without being regularly inspected by our Fish Inspectors, at a cost amounting sometimes to twenty-five (25) cents, and often more.

That the undue advantage given to the Newfoundland herring over Canadian herring on our own markets, caused many Canadian fishermen to give up herring fishing.

That the introduction of herring from Newfoundland, free of inspection, is in accordance with Free Trade principles, while our present policy is protection to all native industries.

That the claim of the people of Newfoundland, that because they will admit or are admitting on their markets, Canadian fish free from Newfoundland inspection, their herring ought to be admitted on condition of reciprocity in Canadian markets, free of Canadian inspection, is ingenious but not equitable, as no Canadian fish will ever be exported to Newfoundland.

That your petitioners pray that The Honourable the House of Commons, take measures to have the said Act intituled: "An Act to repeal certain provisions of the General Inspection Act of 1884," put into force by proclamation, in the beginning of the fiscal year 1882-83.

And your Petitioners, as in duty bound will ever pray.

J. B. Renaud & Co.,
L. Lettelier,
Verret, Stewart & Co.,
Weston, Hunt & Son,
John Holiday,
G. Tanaquay,
Lettelier & Dubois,
N. W. Ross,
Gst. Damase Turgeon,
Whitehead & Turner,
Croteau Frère
Croteau & Ouillet,
P. G. Bussière,
W. Carrier,
W & R. Brodie,
Conway & Hawkins,
H. Lenfestey,
Ed. Langlois,
S. P. Brousseau,
G. W. Pelletier,
S. D. Blais,
L. D. Blais,
Ismael Martin,

F. Sanfaçon,
F. D. Grenier,
W. Ware,
F. X. Fortin,
Jos. Lepage,
Jeffery, Monternel & Co.,
Matthew G. Mountain,
P. O. Pouliot,
D. E. Blais,
Ebenn. Paradis,
Joshua Thompson,
Geo. E. Couture,
A. Carrier et fils,
Peter Hunt,
Bleura Labrie,
L. C. Hamel,
P. Bertram,
Capt. J. Deschesne,
Ed. Clark,
Capt. A. Joncus,
Capt. John Robert,
Capt. Fabien C. Després.

QUEBEC, 17th April, 1883.

Honourable Pierre Fortin's Speech on the Importation of Pickled Herring.

OTTAWA, 15th March, 1882.

Mr. Fortin moved for copies of letters, reports or other papers relating to the importation into Canada of pickled herring in barrels or half-barrels, or of other kinds of fish, from Newfoundland or the Labrador coast, and the inspection of such fish in Newfoundland or elsewhere, and the stamping of the barrels or half-barrels containing the same, by the Inspector of fish and fish oils in Canada, with their inspection brands. He said: Before the year 1873, the inspection of fish and fish oils was not compulsory; but there was a fish and fish oil Inspection Law for Lower Canada, and a similar one for Upper Canada. The Maritime Provinces had also a fish and fish oil Inspection Act. In 1873, a general Act was passed for the whole

Dominion, making the inspection of fish and fish oil compulsory, and in the year 1874 and Act was passed to make better provision for such inspection, most of the Act being the same as the first one. But there was added a clause with reference to Newfoundland herring, which seems very strange to anyone acquainted with the fish trade of this country. I was not in Parliament at the time or I would have opposed it. This clause allows the herring taken in Newfoundland by Newfoundland fishermen to be inspected by their own inspectors, and to be entered into Canada free of inspection. Our Inspectors, instead of inspecting these in the same way as Canadian fish are inspected by law, are simply obliged to put a brand on the barrels, on the payment of only two cents per barrel. Now, I have papers in my possession which prove what I say. I will first read extracts from letters I have received from an Overseer of fisheries, who lives on the Labrador coast, at Bonne Esperance, in Canada, and who has seen both Newfoundland and Canadian fishermen at work.

BONNE ESPERANCE, LABRADOR, 9th February, 1880.

DEAR SIR,—I see in the *Chronicle*, received yesterday, a notice of a letter written by you to the Government, on the subject of fish inspection.

Fishermen will be very thankful, if you would bring this matter to light.

We labour under great disadvantages, and cannot compete with Newfoundlanders, who send their fish to Montreal and Quebec, while we, who have to pay duties, &c., have to pay heavy fees to incompetent Fish Inspectors to enable us to sell fish in our own markets.

My neighbour, Captain Foy is an Inspector, (every Newfoundland captain who chooses can be appointed).

We take herring, it may be, from the same seine. He simply brands his name on his barrels, they pass into Canada free (2 cents inspection fee), while we poor Canadians have to submit to see our fish turned out on the wharf, and have to pay 50 cent. per barrel, on an average.

If some relief cannot be had, by placing the fishermen of both countries on the same footing, in some way, we shall have to sell our fish to Newfoundlanders, who by simply placing their names on the barrels can pass them through Canada to the West and other markets.

I do not object to fish inspection, but in my opinion it should be made to apply to all fish from Newfoundland as well as Canada, or else be made optional.

WILLIAM H. WHITELEY.

BONNE ESPERANCE, 14th October, 1880.

DEAR SIR,—I received your letter of the 20th August, and was glad to hear from you. As regards your inquiries about Captain Foy :—

“He comes every season, in June, to Salmon Bay, and carries on the cod and herring fisheries. He is an Inspector, by the Newfoundland Government, and when he gets herring, inspects them and ships them to Quebec or Montreal.

“In the event of any other fisherman having herring to ship, either to Canada or Newfoundland, all he has to do is to borrow Captain Foy's stencil plates, and use them on his barrels. Salmon, of course, Captain Foy has to leave to the tender mercies of the Canadian inspector, also oils.

“I think it very unjust to the Canadian fishermen to be forced to pay an average charge of 50 cents, while herring are landed, it may be from the same vessel and sold to the same parties, which only pay the nominal fee of 2 cents, because they belong to some Newfoundland concern.

“WM. H. WHITELEY.”

“ST. JOHNS, NEWFOUNDLAND, 22nd January, 1882.

“DEAR SIR,—

* * * * *

“Newfoundlanders possess an advantage over Canadian fishermen, in being able, by branding their name on their barrels to get their herring into Canada without any

inspection fee, a tax which all Canadian fishermen have to pay. Wherever they catch their fish they may, and they do sometimes, take them from the same seine, bring them in the same vessel to Quebec or Montreal, then the Newfoundland brand is rolled away with a nominal charge of 2 or 3 cents per barrel, while the Canadian must pay on an average 50 cents per barrel for the same herring. Any Newfoundlander, on application to his supplying merchant, can be appointed Inspector, and every man who carries on fishing on any large scale, can do so, and is an Inspector. It is a curious state of things, but it is so.

* * * * *

“WM. H. WHITELEY.”

Now let me tell this House how this imposition is carried on. I have a list of all the Fishery Inspectors of Newfoundland for the year 1880, from which it appears that there are no less than 127. This confirms what Mr. Whiteley says—that every fisherman from that Colony who wants to be a Fishery Inspector has only to apply to the merchant who supplies him, and he becomes inspector of his own fish. Not only is this so in their own country, but many hundreds of Newfoundlanders come and fish on the coasts of Canada, cure and pack their fish there, brand them, and then take them to Quebec or Montreal to sell, which they can do by paying only 2 cents of inspection fee, while the Canadian fisherman, if he does not get his fish inspected according to law, and for which he pays from 20 to 25 cents a barrel, is liable to have his fish seized. I say it is not fair play. In this, a list of the charges paid by Canadian fishermen for the inspection of herring is given, and I will read it to the House. It is as follows:—

1876. Captain Lachance, 350 bbls.....	\$ 70
1876. LaChance and Dugal, 460 bbls.....	92
1876. Michaud Colombe, 200 bbls.....	40
1877. LeBlanc, 300 bbls.....	60
1877. Michaud Colombe, 250 bbls.....	50
1877. A. Landry, 300 bbls.....	60

I need not read the whole list, but I may say that in 1878, 1879 and 1880, parties from Quebec, who had gone along the shores of the Gulf to fish for herring, and brought herring to Quebec, had to pay from 20 to 25 cents per barrel for inspection fees. Here is the record of Captain Kennedy, who paid \$100 for the inspection of fish on board his vessel. I will show the House what a bounty, so to speak, is given to the Newfoundland fishermen to bring in Canada this fish, and destroy the trade of our fishermen. I have been investigating the subject for two years, because I knew, when I came to bring the subject before the House, I would have to give the true figures. You might believe that the Government of Newfoundland is very liberal in its dealings with this country. Well, let us see. Many honourable members, and many fishermen, will remember the time when the Newfoundland Government not only charged light dues to Canadian vessels on the coast where the Government of Canada had built lighthouses, and maintained them, but they charged them double the price paid by Newfoundland vessels. Not only so, but there is what a fisherman that went into a Newfoundland port for the purpose of legitimate trading was called upon to pay. This is an account signed by J. P. Kearney, a Sub-Collector of Labrador, on the Newfoundland coast. For 300 empty barrels he was charged \$35, being 20 per cent. duty on empty barrels. Remember that the vessel never landed any of those articles, but went into the port to get a load of fish, by changing those articles with the fishermen on shore. Other items are: salt \$2; flour, \$4; tea, \$2.50; soap, 26 cents; tobacco, \$8.40, and other items, bringing the amount up to \$74.52; adding 15 per cent., there is a total of \$85.70. Here is a Canadian trader going to the Newfoundland coast, and he is made to pay, on a small cargo, \$85, while Newfoundland fishermen, bring their fish, sometimes taken on our coast, and branded by our officers, into Quebec and Montreal, and are charged only 2 cents, while our fishermen have to pay from 20 to 25 cents. I will now give a statement of the herring inspected in Quebec and Montreal: first Newfoundland herring, and second, Canadian herring. I

will also show what each paid, and what a bonus is given, in a certain way, to Newfoundland fishermen, to keep the trade from Canadians.

Of Newfoundland herring, there were in inspected in Quebec:—

In 1875	5,648 barrels.
1876.....	4,227 “
1877.....	5,262 “
1878.....	1,119 “
1879.....	1,803 “

In Montreal there were Inspected:—

In 1875.....	37,687 “
1876.....	19,526 “
1877.....	24,831 “
1878.....	14,791 “
1879.....	11,380 “

Making with the half-barrels of Newfoundland herring, in 1875, 44,700; in 1876, 24,892; in 1877, 32,625; in 1878, 16,728; in 1879, 13,818; total, 132,764.

Formerly the herring fishery and trade were very productive in Lower Canada, but when the Newfoundlanders are allowed to bring in their fish for 2 cents inspection fee while Canadians have to pay 20 or 25 cents, the table is turned, and many of our capitalists had to abandon the business, and the trade went into the hands of other fishermen. For that reason, less herring is brought into Canada by Canadian fishermen than by Newfoundland fishermen. The herring brought by Canadian fishermen into Quebec from the Maritime Provinces, as well as from the Gulf, but principally from the Province of Quebec amounted, as follows:—

1875.....	18,087 barrels.
1876.....	5,579 “
1877.....	12,537 “
1878.....	2,465 “
1879.....	1,649 “

Only a small quantity went to Montreal. If Newfoundland herring had paid the same inspection fee as our fishermen are compelled to pay, the amount would have reached the sum of \$26,552.80. But as they were charged only 2 cents, they only paid \$2,665.24. The herring taken by Canadian fishermen, which was only 40,317 barrels compared to the 132,764 barrels from Newfoundland, paid \$3,023, which shows that 40,317 barrels of Canadian fish paid, as inspection fees, over \$8,000, while those 132,764 barrels from Newfoundland, paid only \$2,655, giving a bounty of \$23,000 to the fishermen of Newfoundland to bring their fish into the country and destroy the trade of Canada. I have given the figures and a statement for five years, made up by myself, and which I believe correct. Now, I think I have made out a case for the attention of the Government who, I hope, will look into the matter, and give our fishermen redress for the injustice committed against them the last few years. Our fishermen are not so rich, or do not make enough money to enable them to stand that treatment. On the contrary, they ought to be treated as favourably as possible by the Government and the country. Those Newfoundland Inspectors inspect fish even in Quebec.

Sometimes they come to that port with fish taken off the coasts of Canada—perhaps by Canadian seines and with the help of Canadian fishermen—they come to Quebec boldly on their muscle, and sometimes find some of their barrels not branded, when they brand them there, and the fish receives the inspection brand from our own Fish Inspectors for a 2 cent fee only without having been inspected; it then enters and passes as if inspected by Canadian Inspectors, and sells as high as our own fish. I do hope the Government will put an end to this injustice.

Mr. Killam.—I have no doubt that the hon. member for Gaspé is fully informed on the subject on which he has addressed the House, and I regret that during his able speech it has been difficult where I sit, opposite, to catch the facts and figures he has presented, and that he, perhaps, has not received the attention from the Government that the subject deserves. I do not intend to make any lengthened re-

marks on the subject, but I should like for a few moments to receive the attention of the honourable member of the Government under whose Department this matter comes, because the subject is one of great importance, and worthy, at least, of some attention. I had, myself, grave doubts, when the Inspection Act passed, whether the system of compulsory inspection would be properly applied, and whether it was likely to be a success, and I consented to it only under reservation. My experience of it, up to this time, is that it has not been a success. In the first place, it has not been generally applied in the country; in the second place, where it has been applied it has been applied in such a way as not to secure the object expected. The character of our fish in the foreign markets and its price depends, not upon the character given to the fish by the brand of the Canadian Inspector, but upon the quality of the fish, as shown by foreign inspection. Without touching particularly upon the points advanced by the honourable member for Gaspé, I wish to refer to something which comes more particularly under the head of the fisheries of our own coast, with which I am more conversant. The honourable member, himself, will remember that, in the consideration of the Inspection Act, the question of the inspection fee upon imports from Newfoundland was taken up principally with regard to the Halifax market, which receives fish from Newfoundland and re-exporting it to the West Indies—I suppose a branch of this subject which does not come so much within the Quebec and Montreal trade as within the Halifax line. But beside that, we are placed in this position: Fish caught in one county are inspected; in the next county, no Inspector has been appointed. I have not been enabled to learn that the inspected fish ever received any higher award in the markets than those uninspected in those counties. Beyond that, we have a large spring mackerel fishery on our Nova Scotia shore. It is a catch of what we may call spring mackerel fish, not commonly used in this country, but which are exported to warmer countries and sold at a fair price, and in which a very large business is done. The fishery along our shore employs a large number of fishermen, particularly in the counties of the west end of Nova Scotia. I am not myself prepared to point out or trace the course of the mackerel on the maritime coast towards the Bay of Chaleurs. We know that immense shoals of mackerel pass the shores of Nova Scotia in the spring. They become gradually larger and fatter fish, and, perhaps, more valuable as they reach the Gulf. But at the same time the quality of fish caught along the western end of Nova Scotia, and along the eastern shores of the United States, are valuable for a certain market, and a large amount of money is invested in the catch. The inspection law towards the fishermen who are employed in this business works in this way—at least, I know it works in this way in my own locality. The fish are caught in traps, sometimes 200 or 300 in a catch. They are taken up, split, dressed and put into barrels, green, perhaps the next day, with just a slight proportion of salt, enough to preserve them for a few days, and sent to the American market, the proper market for fish. It is impossible, as my honourable friend probably knows very well, to cure these fish in that time, so that in an ordinary mackerel barrel 200 pounds could be put. They have to be thrown in, as it were, and headed up, sometimes in a slipshod way, but just cured sufficiently to reach the Boston market in good condition. There the fish are weighed, sorted and re-packed, and, perhaps, in five or six days after the fish are taken from the water, they are sold in the South-Western States. What does the Fish Inspector do? Of course, the result of the matter is—I am not laying any blame upon the Inspectors—but the result of the system is, that the Inspector takes from the fishermen 10 cents a barrel for letting his fish go out of the country, contrary to law. It simply annoys the fisherman, without doing him any good. I am instancing this one case out of a number I might give to show the bearing of the compulsory Inspection Law. I wish particularly to call the attention of the honourable the Minister of Inland Revenue to this matter. I hope he will take the matter into his consideration, and, if he does so, I am sure he will have the practical help of the honourable member for Gaspé, in order to remedy the evils complained of, and which exist in the inspection system all round the coast of the Dominion.

Mr. Mousseau.—I am sure the facts brought to the attention of the House by the honourable gentleman, will receive the careful consideration of the Government. There exists, indeed, an apparent monopoly on fish coming from Newfoundland and passing without inspection. There may be many reasons for that. My honourable friend knows very well that some business houses or companies have so good a reputation that their produce is always received without inspection. For instance, I know of some firms on the Gaspé sea coast, whose dry fish are so good and command such a price that, when exported into Great Britain, they are received without inspection, although inspection is compulsory, and very severe on other fish. In two particular cases the attention of the Government has already been drawn to that monopoly, though it is really trifling. There may be sufficient reason for bringing this subject to the attention of the Government, and especially to the Minister immediately concerned.

Mr. Robertson (Shelburne).—This is a matter of considerable importance, to my own county particularly. Last year on a motion, I brought this to the attention of the Acting Minister of Marine, and he promised to give it some consideration, but no notice has been taken of it. As has been stated by the honourable member for Yarmouth, the mackerel fishery was seriously affected by the Inspection Law. It is carried on in the early part of the season, usually lasting from five to six weeks. In my own county, thousands of barrels of mackerel are annually caught and sent into the American market. It is only within the last year that any attempt has been made to carry out the Inspection Law in that county—I know that in one case a charge was made against the Deputy Inspector, and I was requested to bring it to the attention of the Government, to the effect that he had, in a wholesale manner, inspected a large quantity of mackerel. The fact is that the inspection, as now enforced in that County, is of no value whatever to the packers. They are called upon to pay 10 cents a barrel for an inspection that is of no value in the Boston market. The local brand of some packers has more weight with the purchasers. Almost all the mackerel sent out of the County of Shelburne are taken into the Boston market, where they have to be re-inspected by the Boston Inspectors before sale in that market. I trust the Government will enquire into this matter, and remedy a great injustice to that branch of our fisheries.

Motion agreed to.

Translation.

FISH AND OIL INSPECTOR'S OFFICE, QUEBEC, 14th May, 1883.

SIR,—I beg to acknowledge the receipt of your letter dated the 11th May, No. 31,682, in which you ask my opinion on the inspection of the Newfoundland fish, under the law in force.

I am strongly of the opinion that the herring imported here from Newfoundland and branded No. 1—as it is always branded—is not correctly inspected—far from it.

I take this opportunity of expounding my views on the matter.

Barrels branded No. 1 contain fish of all sizes, and consequently, under the Act of 1874, they are not No. 1; besides that, in most cases they could not be No. 1, on account of the loss of brine which occurs very often during a long trip.

There are also a few complaints as to the weight, but I must say that I am obliged, by the Act, to take cognizance of the weight.

In order to be better understood as to damages resulting from the journey, I take the liberty of quoting two transactions which took place last summer.

Two schooners loaded with herring from Cape Breton, branded No. 1 by the local Inspectors, and which I have reason to believe were correctly inspected, arrived here, and by mutual agreement were left into my hands for re-inspection. The result of the new inspection was, that though the fish was large enough to be classified No. 1, we were obliged to stamp a great number of barrels No. 2, No. 3 and Rusty,

because they had lost the brine, and had lost their value thereby. I think I have answered your question satisfactorily.

I remain, &c.,

H. GRENIER, *Inspector of Fish and Oils, Quebec.*

E. MIALL, Esq., Commissioner Inland Revenue.

OPINIONS OF THE PEOPLE.

(*To the Editor of the Morning Chronicle.*)

QUEBEC, Monday, 7th May, 1883.

DEAR SIR,—I have never ventured to appear in print, so you must excuse any imperfections in my first attempt. Emboldened to pioneer a crusade in favour of my race, I trust you will assist me, so far, at least, as permitting my declaration of war against my common enemy—Newfoundland herring—to appear in your journal. I had fondly hoped, that belonging to an immense family, claiming, however ill we deserve it, protection from and affording sustenance to the Dominion of our great and gracious Queen, that long ere this we should have been treated, at any rate, on an equal footing with our nasty little neighbours, but alas! it is not so. Her Majesty's great representative at a place called Ottawa, they tell us, and some other mighty people there, have the power to relieve us; "but what can the matter be, Johnny's so long unfair" (if I express myself incorrectly, please set me right)? Why, Sir, if you would believe it, every two hundred pounds of us have to pay 30 or 40 cents to purchase a ticket admitting us to a gentleman's table, while two hundred pounds of our little intruders (no, not ours, but somebody else's, for they do not belong to our Dominion) have to pay only 2 cents for the same privilege—and we think we are quite as nice as they are. What shall we do? Our captors have repeatedly asked the great people at Ottawa to relieve us of this very unjust entrance fee, while the contemptible little common race are favoured with an almost free entrance; and some other good people at Quebec have volunteered in our service, and written petitions about our miseries—but no use.

We would migrate into other waters, but doing so would hurt our captors, and as these captors, they say, contribute towards keeping up those great and powerful people in Ottawa, we don't like to school elsewhere, for that would not be loyal. Our forlorn hope, in addressing you, is that we may get some footing wherefrom we may be heard and pitied. Do, please, try your best to help our race, and subscribing myself in its name and stead,

I remain your broken-hearted,

JEAN BAPTISTE HERRING.

NATASHQUAN, 1st May, 1883.

P.S.—Does N.P. mean no pity, or Newfoundland persecution?

CERTIFIED COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Honour the Deputy of His Excellency the Governor General in Council, on the 25th September, 1882.

On a Report dated 22nd September, 1882, from the Minister of Finance, stating that he has had referred to him a correspondence between Dr. Fortin, M.P., and the Inland Revenue Department, on the subject of the Act passed during the last Session of Parliament, intitled: "An Act to repeal certain provisions of the General Inspection Act of 1874." The purpose of the Act being to do away, after Proclamation of the Governor General, with the provisions of the Act 37 Vict., chap. 45, allowing herring packed and inspected in Newfoundland and imported into Canada, to be branded as Newfoundland, without further inspection.

The Minister further states that he has given the subject great attention and consideration, and for the reasons assigned in his Report dated 22nd September, instant, herewith attached, he is of opinion that it is not desirable to have the said Act to repeal certain provisions of "The General Inspection Act, 1874," passed last Session,

proclaimed by the Governor General, and recommends that action be stayed for the present.

The Committee concur in the above recommendation, and submit the same for Your Excellency's approval.

JOHN MCGEE.

The undersigned has the honour to report to Council, that he has had referred to him correspondence between the Honourable Dr. Fortin, M.P., and the Inland Revenue Department, on the subject of the Act passed during the last Session of Parliament, intituled, "An Act to repeal certain provisions of the General Inspection Act, 1874," the purpose of the Act being to do away, after Proclamation of the Governor General, with the provisions of Act 37 Vict., cap. 45, allowing herring packed and inspected in Newfoundland and imported into Canada, to be branded as Newfoundland, without further inspection.

The undersigned has also had referred to him certain petitions from the Magdalen Islands and from Cape Cove, Gaspé County, praying that a Proclamation from His Excellency to put the Act of last Session in force do issue forthwith; and, further the undersigned has had communication on the same subject, by telegram, with the Honourable Sir W. B. Whiteway, and in person with the Honourable J. J. Rogerson, both members of the Newfoundland Government.

The undersigned has given the subject great attention and consideration, and during the last Session of Parliament, introduced and passed the Act before cited, it being averred by representations made by Canadian fishermen, that in consequence of the facilities afforded by the Act of 1874, they were undersold by the Newfoundland fishermen, who, it was stated, were often their own inspectors, and who only paid at the rate of 2 cents per barrel, whilst the Canadian fishermen paid from 5 cents upwards, besides being obliged to have their fish inspected; but the undersigned, on the second reading of the Bill, stated that, as the Newfoundland Government had telegraphed that they would make satisfactory arrangements, it was deemed advisable by the undersigned to qualify the Act, so far as to make it come into force by Proclamation by the Governor General.

The undersigned represented in the strongest manner, to the Newfoundland Government, the complaints of the Canadian fishermen and the consequent necessity to repeal the provision of the Act of 1874, and the undersigned is glad to report that he has received assurances, both from the Premier and Mr. Rogerson, that their Inspection Act will be carried out in the strictest integrity; that they propose to notify Inspectors and their sureties that any breach of duty on Inspectors part will be promptly prosecuted; and they further solicit being furnished with such information, by Canadian purchasers, as will enable them to punish Inspectors. And taking all this into consideration, and furthermore considering that the trade from Canada to Newfoundland is yearly increasing, showing yearly exports from Canada to Newfoundland to the extent of \$2,000,000, and exports from Newfoundland to Canada of \$200,000, the undersigned has the honour to report to Council that he is of opinion that it is not desirable to issue a Proclamation to put the Act into force, and recommends that action be stayed for the present.

Respectfully submitted,

S. L. TILLEY, *Minister of Finance.*

FINANCE DEPARTMENT, 22nd September, 1882.

GASPÉ, 17th July, 1882.

HON. SIR,—I have been requested to forward you the enclosed petition from the merchants, masters of vessels and others, concerned in the trade of Gaspé, in reference to the inspection of herring.

Your obedient servant,

Hon. J. A. MOUSSEAU, Secretary of State.

JOSEPH EDEN, Sen., J.P.

To His Excellency the Governor General in Council :

The petitions of the undersigned fishermen, captains of fishing vessels, merchants and other persons interested in the herring trade of Canada, humbly sheweth:—

That in 1874, clauses were added to the "General Inspection Act," in virtue of which pickled herring from Newfoundland, and pretended to have been inspected there, were admitted into Canada free of inspection.

That the said Newfoundland herring was branded by our Fish Inspectors, although they did not inspect them, and for this branding they received 2 cents.

That this practice has been very injurious to the Canadian herring trade, as the herring taken by Canadian fishermen could not be sold on our own markets without being regularly inspected by our own Fish Inspectors, at a cost amounting sometimes to twenty-five (25) cents, and often more.

That this undue advantage given to the Newfoundland herring on our own markets causes many Canadian fishermen to give up the herring fishery.

That, besides, this introduction of herring from Newfoundland, free from inspection, is in accordance with Free Trade principles, whilst our present policy is protection to all native industries.

That your petitioners have seen with satisfaction that those obnoxious clauses have been repealed by an Act passed last Session.

Therefore, your petitioners humbly pray Your Excellency that measures be taken to have the said Act, intituled, "An Act to repeal certain provisions of the General Inspection Act, 1874," put into force by Proclamation, in the beginning of the fiscal year 1882-83.

And your petitioners, as in duty bound, will ever pray.

Horatio LeBoutillière,	Cullen Le Boutillière,
J. & E. Collas,	Frederick Dumasisy,
Richard Miller, Master Mariner,	Thomas Hobson,
Joseph Eden, sen., J.P.,	James Collas,
James Coffin,	Abraham Coffin,
James Boyle,	John I. Coffin,
Francis Gigaut,	James B. Coffin,
Thomas Mowat,	John Baker,
John V. Vautier,	W. H. Annette,
R. Belleau,	Windham G. Coffin,
J. J. Kavanagh,	William Miller,
Benjamin Bechervain,	Robt. Pye,
Joseph Eden, jun.,	William Eden,
Benjamin Eden,	Benj. Eden,
Joseph Patterson,	A. J. Carter,
William Alexander,	J. I. Annette,
Charles Phillips,	Thomas J. Miller,
Charles Le Boutillière,	George Pye.

GASPÉ BASIN, 17th July, 1882.

(By telegraph from St. Johns to Sir Leonard Tilley.)

OTTAWA, 19th April, 1883.

Bill in progress passed to-day, which no doubt will secure satisfactory inspection.

WHITEWAY.

(By telegram from Grand Grève, Q., to Sir Leonard Tilley, Minister of Finance)

OTTAWA, 29th May, 1883.

We beg to request you to have the law passed during the last Session which repeals the clauses which permit the introduction of Newfoundland pickled herring without Canadian inspection, put into force by Proclamation, as the introduction in

our markets of Newfoundland herring, under better condition than our own herring, is injurious to our herring fishery and trade in general.

W. TRUING & CO.,
W. T. DYMAN & SONS.

OTTAWA, 30th April, 1883.

SIR,—The undersigned beg to submit to you, Hon. Sir, the following observations.

During last Session an Act was passed, 45 Vic., chap. 25, to repeal a clause of the Inspection Act of 1874, which permitted the importation of Newfoundland herring into Canada without being subjected to Canadian inspection. But this Act was to come into force by a Proclamation of His Excellency the Governor General.

As this Proclamation has not been issued yet, we beg to offer you the following reasons for which, in our opinion, this law should be put into operation in the beginning of this Session.

1st. To allow Newfoundland pickled herring, which we maintain is not *bond fide* inspected in Newfoundland, but which is, notwithstanding that absence of a *bond fide* inspection, marked No. 1, to come into Canada and to be sold in our markets, in competition with our own pickled herring, which cannot be exported or sold without first being inspected (which costs, on an average 30 cents per barrel) is to give undue advantage to the Newfoundland merchants and fishermen without any equivalent advantages being given by them to us.

2nd. This inspection charge on Canadian pickled herring, while Newfoundland herring is not subjected to it, is a discrimination in favour of Newfoundland herring against Canadian herring.

3rd. Now all the articles which we export to Newfoundland are subject to a Customs duty—flour, wood, cattle, &c., &c.—and pay the same duties as are charged on American or other foreign imports into Newfoundland. We, therefore, believe that it was not a good policy to grant an undue advantage to Newfoundland fishermen, to sell their herring on our markets without being first inspected, like the herring taken by our own fishermen, causing a great depreciation on the price of our own herring on our markets. We take the liberty of annexing to this letter by

1st. A letter from Messrs. Verret, Stewart & Co., fish merchants, of Montreal and Quebec, in which the question is well treated, as they show what injury is done to our fish trade, by the introduction of Newfoundland herring without Canadian inspection.

2nd. Petitions from the Council of the Board of Trade of Quebec, and merchants and fishermen of different places, praying that the law in question be put in force by Proclamation.

K. J. BURNS.

Henry N. Paint,
P. Fortin,
L. J. Riopel,
Wm. McDonald,
H. Cameron,
Murray Dodd,
K. J. Burns,
A. P. R. Landry,
C. B. Blondeau,
Alonzo Wright,
J. G. Blanchet,
Edward Hackett,
G. A. Gigault,
J. Royal,
F. Dupont,
D. O. Bourbeau,
C. A. Lesage,
G. A. Girourd,
P. B. Benoit,

John White,
D. McCallum,
Fredk. de St. C. Brecken,
John Wallace,
J. H. Eagan,
P. E. Grandbois,
D. B. Woodworth,
E. O. Cuthbert,
L. L. L. Desaulniers,
Hugh McMillan,
Edouard Guilbault,
J. C. Patterson,
George T. Cotin,
T. Coughlin,
N. Clarke Wallace,
D. MacMillan,
Thomas Farrow,
S. R. Hesson,
Charles H. Tupper,

H. Hurteau,
 Robert Moffat,
 S. Lebrosse,
 J. R. Kinney,
 C. F. MacKintosh,
 James Beaty,
 D. Girouard,
 G. C. Rykert,
 Charles E. Hickey,
 Wm. E. O'Brien,
 E. Cochrane,
 Lewis Wigle,
 Apch. Desjardins,
 O. N. Dundas,
 John Bryson,
 W. T. P. Benson,
 J. Ald. Ouimet,
 D. Bergin,
 A. B. Beaugrand,
 Alex. McNeill,
 George Guillet,
 Arthur H. Williams,
 A. Pinsonneault,
 J. G. H. Bergeron,

J. J. Hawkins,
 S. T. Dawson,
 M. K. Dickinson,
 Robert Hay,
 L. A. Billy,
 F. Dugas,
 G. E. Foster,
 Simon X. Cimon,
 L. F. Massue,
 Joseph Bolduc,
 Joseph Tassé,
 Thomas Scott,
 A. C. Macdonald,
 C. J. Campbell,
 John W. Bell,
 L. J. Frochette,
 J. J. Curran,
 John McDougald,
 Thomas White,
 Charles C. Colby,
 F. X. O. Méthot,
 Hyp. Montplaisir,
 George B. Baker.

Hon. Sir LEONARD TILLEY, Minister of Finance.

MONTREAL, 14th May, 1883.

SIR,—In reply to your communication, which you ask my views in respect to the inspection of Newfoundland fish, under the present Act, I would say, emphatically, that ever since the Inspection Law of 1874 has been put in operation, the greatest dissatisfaction possible has always existed among the trade, about the Newfoundland inspection; so much so, that when merchants buy Newfoundland herring, they do not care one iota for the inspection, but purchase on examination, and entirely on their own risk. Hundreds of times my attention was called to the frauds of every kind that were perpetrated, and which have now taken such proportions, that the trade had a petition signed lately, asking the repeal of the exemption clause, of which you are, probably aware; which petition was signed with prayers to heaven that their request may be granted: and I would go so far as to say, that I doubt that if in any branch of trade in Canada, there is one-tenth of the frauds practised as in this Newfoundland herring trade. From 1874 to 1881, I do not recollect having seen a barrel of herring branded No. 2; they were all branded No. 1, even when unfit for food. Last year, we did see a few lots; but I doubt if there were more than 300 barrels, in 19,946 packages, that came to this port. The frauds have been such that a number of merchants have withdrawn from the trade, the loss not country balancing the profits, owing to the imperfect inspection and corroborates what I say. I extract from my book a copy of an inspection bill of Newfoundland herring, the only occasion I had, according to our law, to inspect a lot of herrings of Newfoundland inspection. I would remark that this lot of 25 barrels was a sample of a cargo which was represented as the *ne plus ultra* of superiority, in the line of Newfoundland herring, a brand which, according to the consignee's opinion here, was above all suspicion.

(Extract.)

MONTREAL, 15th November, 1881.

Result of inspection of 25 barrels herring, branded Rorke No. 1.—200 each. lbs.

15 barrels.....	No. 1	} each 200 lbs.
7 "	No. 2	
1 "	No. 3	
1 "	No. 3	
1 "	to make up weight.	115 lbs.

Seeing the dissatisfaction that existed among the trade, and a witness to the frauds that were committed, I was naturally anxious to know how the inspection was made in Newfoundland. After questioning a great number of persons, I found, that in seven cases out of ten there was no inspection at all, but a person would brand indiscriminately a quantity that was awaiting shipment. If a schooner or an interested party was short of a brand, he would borrow his neighbour's, and it was all right, as long as the name on the stencil was one on the list of Newfoundland Inspectors. I know of a case in which the brand was made in this city, and the barrels branded in the hold of the vessel, previous to their being discharged on the wharf. In conclusion, I would say that the sooner the Government puts a stop to these frauds, the sooner the trade will benefit of the action of the Government, and if no remedy be applied, the trade will be compelled to abandon a line of business, which could be made profitable and advantageous, both to this country and to Newfoundland.

I have the honour to be, Sir, your obedient servant,

L. E. MORIN, *Inspector Fish and Oils.*

E. MIALL, Commissioner Inland Revenue.

MONTREAL, 4th December, 1883.

SIR,—The Fish Inspector at Quebec, Mr. H. Grenier, has written to me a few days ago, that he had to inspect a lot of Newfoundland herring lately.

They all have the mark of a Newfoundland Fish Inspector, and were all marked No. 1. Well out of 703 barrels so marked No. 1, 551 barrels were found to be No. 2, 46 barrels No. 3, and 106 rusty. Not one barrel could pass as No. 1.

The practice of admitting the Newfoundland herring as No. 1, which, unfortunately, our laws sanctioned for ten years, had shut out of our markets the herring caught by our own fishermen, and several Canadian herring fishers had to go out of the business.

Now that the fraud is exposed, our herring is reappearing on our markets, and the proof is, there has been a great demand for Canso herring lately at Montreal

I have the honour to be, Sir, your obedient servant,

P. FORTIN.

HON. JOHN COSTIGAN, Minister Inland Revenue.

OFFICE OF THE QUEBEC BOARD OF TRADE, 2nd April, 1883.

SIR,—I have the honour to enclose you copy of a Resolution passed unanimously at the annual general meeting of the above Board, held this afternoon, and am instructed respectfully to ask your serious consideration of, and your influence towards, the compulsory inspection of Newfoundland fish in the Dominion of Canada.

I have the honour to be, Sir, your obedient servant,

O. H. ANDREWS, *Secretary.*

HON. A. W. McLELLAN, Minister Marine and Fisheries.

COPY of a Resolution passed at the Annual Meeting of the Quebec Board of Trade, held on 2nd April, 1883.

"That the Council be requested again to address the Dominion Government, repeating their prayer that the inspection of Newfoundland fish arriving in the Dominion be compulsory."

A true copy.

O. H. ANDREWS, *Secretary, Q. B. of T.*

COMPARATIVE STATEMENT of Inspection of Newfoundland Herring received at the Port of Montreal and inspected under the Dominion Inspection Act of 1874, during the Fall of 1883.

Names of Receivers.	Names of Vessels.	Cargo of each Vessel.	Classification according to Newfoundland Inspection.	Names of Newfoundland Inspectors by whom inspected.	Classification according to Dominion Inspection Act, 1874.	Remarks.
Lord, Munn & Co.	SS. Commodore.	2,746 Brls..... 234 Half-brls.	No. 1, 260 Lbs. No. 1, 100 "	Thos. Colford.	No. 1, No. 3, Rusty, Tainted 48 214 90 42 6 brls. 17 149 43 10 2 1/2 brls	Only 600 brls. and 234 half-brls. of this cargo were submitted for inspection. This was one of the worst cargoes which came under the notice of the inspector. The barrels were bad, the cooperage bad, and the weight was short to such an extent, that the contents of 37 barrels had to be taken to bring up the weight of 50 brls. to 200 lbs., and the balance of 600 brls. to 180 lbs., it having been ascertained that the barrels were too small to contain 200 lbs. without injury to the fish. It took the contents of 13 half-barrels to bring the weight of the balance (221) up to that marked on the packages, viz: 100 lbs. The owners of this cargo seeing how it turned out, had the balance examined themselves and shipped without inspection to the United States.
Magor Bros. & Co.	Jane Anglin	900 Brls..... 138 Half-brls...	No. 1, 200 Lbs. No. 1, 100 "	R. Pearce.....	No. 1, No. 2, No. 3, Rusty. 131 654 42 29 brls. 69 66 .. 3 1/2 brls.	With the exception of having been short of weight (having taken 44 barrels to bring up the weight of each barrel to 190 lbs., although branded 200) this was a very fair cargo, and had the classification been made in a proper manner, a large proportion of these herrings would have been No. 1. The proportion of Rusty in this cargo is only 3 per cent. The half-brls stood the weight marked on them.
do	Sch. Iona	754 Brls..... 126 Half-brls...	No. 1, 260 Lbs. No. 1, 100 "	Taylor.....	No. 1, No. 2, No. 3, Rusty. 10 140 10 1 The above all opened and inspected on their merits. The follow-	The same error of classification seems to occur in this cargo as in almost all cases of Newfoundland inspection.

<p>John Baird & Co. Seb. Zella.....</p>	<p>1,440 Brls..... No. 1, 200 Lbs. T. Bartlett.....</p>	<p>No. 1, No. 2, No. 3, Rusty, Tainted. 322 1,011 46 25 1</p>	<p>This cargo seems to have been prepared with care and very systematically, the run of the herring being uniform; the quality being full up to No. 1, but too small in size; hence why branded No. 2 in Montreal. The cooperage under Inspector Bartlett is better than any other and the small number of rusty, 2 per cent, speaks in favor of it. The same discrepancy in weight noticed in other cargoes, repeats itself again to the extent of 35 barrels emptied.</p>
<p>do ... Sch. Bonny Lass.</p>	<p>922 Brls..... 38 1/2 Half-brls.. No. 1, 200 Lbs. P. Reilly..... No. 1, 100 "</p>	<p>Inspected according to sects. 70 and 71, 10 per cent. No. 1, No. 2, No. 3, Rusty. 3 842 55 17 brls. 9 26 1 ... 1/2-brls.</p>	<p>This cargo, with the exception of barrels which had lost pickle, was inspected according to sect. 70 and 71 of Inspection Act, 1874. The 10 per cent. inspected showed a deficiency in weight of 5 barrels which were used to bring up the weight to 200 lbs. The half-barrels stood the weight branded on them.</p>
<p>do ... Sch. Fiorella.....</p>	<p>1,209 Brls..... 145 Half-brls No. 1, 200 Lbs. O'Reilly..... No. 1, 100 "</p>	<p>No. 1, No. 2, No. 3, Rusty, Tainted. 37 720 301 92 18 brls. 14 107 13 10 1 1/2-brls</p>	<p>This is the worst cargo that came under inspection. The barrels, cooperage, classification, packing, were bad; in fact, everything tended to show a complete absence of care in the putting up of the cargo. It showed a much larger average of No. 1, with respect to size, than any submitted for inspection up to the time it was done. The inspection charges on this cargo were necessarily very high.</p>
<p>Magor Bros. & Co. Mary Queen of the Seas.....</p>	<p>1,086 Brls..... 68 1/2 Half-brls No. 1, 200 Lbs.</p>	<p>No. 2, 214 brls. No. 2, 63 1/2-brls.</p>	<p>The balance of this cargo was shipped to United States without inspection.</p>
<p>John Baird & Co. Hudson</p>	<p>1,075 Brls..... No. 1, 200 Lbs. Bendall</p>	<p>No. 1, No. 2, No. 3, Rusty. 3 316 53 3 brls.</p>	<p>The balance of this cargo was shipped to the United States without inspection.</p>

COMPARATIVE STATEMENT of Inspection of Newfoundland Herring received at the Port of Montreal, etc.—Continued.

Names of Receivers.	Names of Vessels.	Cargo of each Vessel.	Classification according to Newfoundland Inspection.	Names of Newfoundland Inspectors by whom Inspected.	Classification according to Dominion Inspection Act, 1874.	Remarks.
John Baird & Co	Marie Erzelle	1,260 Brils.....	No. 1, 200 Lbs. " " "	Bartlett	No. 1, No. 2, No. 2 Small, Rusty, 2 1,111 138 5 brils.	This cargo was well prepared, so far as barrels and coopeage—the proportion of rusty being very small; but the culling seems to have been completely neglected, as will be seen by the result of the inspection here, 138 barrels being classed No. 2 small, besides 1,111 branched No. 2. This cargo, appearing to be in the best order, was made a test of, to find how many barrels required pickling. The result was that every barrel required from one to five gallons.
do	Col. Killworth	592 Brils..... 29 Half-brils	No. 1, 200 Lbs. " " " " " " "	Bartlett	No. 2, No. 3. 581 11 brils. 29 " " 4-brils.	This cargo was inspected according to sects. 70 and 71. The dry barrels having been selected, the 11 barrels No. 3 is the result of the inspection of barrels that had lost the pickle.
do	New Dominion	1,591 Brils..... 18 Half-brils	No. 1, 200 Lbs. " " " " " " "	T. Browz	No. 2, No. 3, Rusty, No. 2 Small. 618 247 58 70 brils. No. 1, No. 3. 15 3 4-brils.	This cargo was very unsatisfactory in several respects. The packing was, in many instances, too tight and prevented the pickle from circulating freely between the layers; hence the large quantity of No. 3 and rusty. The barrels were also bad and badly coopered, 593 barrels having been selected as full of pickle, were shipped to Chicago without inspection, are said to have given good satisfaction. All the barrels that had lost pickle were inspected on their own merits, with the result as shown elsewhere. Culling seems to have been entirely ignored.
do	St. Ann's	1,310 Brils.....	No. 1, 200 Lbs., " " " " " " "	Bendall	No. 2, No. 3, Rusty. 1,260 51 5 brils.	Good cargo, well put up, but culling entirely ignored.

COMPARATIVE STATEMENT of Inspection of Newfoundland Herring received at the Port of Montreal, etc.—*Concluded.*

Names of Receivers.	Names of Vessels.	Cargo of each Vessel.	Classification According to Newfoundland Inspection.	Names of Newfoundland Inspectors by whom Inspected.	Classification According to Dominion Inspection Act, 1874.	Remarks.
Lord, Mann & Co	S. H. Morse.....	1,139 Bris..... 141 Half-bris	No. 1, 200 Lbs. No. 1, 100 "	H. Best.....	No. 2, No. 3, Rusty. 114 42 No. 1, No. 2, No. 3, Rusty. 2 57 34 26 1/2-brls.	The balance of this cargo sent to United States uninspected at Montreal
Magor Bros. & Co	Marie Anna.....	1,100 Bris..... 16 Half-bris	No. 1, 200 Lbs. No. 1, 100 "	Garland & Taylor	No. 2, No. 3, Rusty 77 32 1 brls.	The proportion of No. 3 being very large to No. 2, this cargo cannot benefit by sects. 71 and 72 of Inspection Act and has to be all opened.
de ... Savard.....	Savard.....	1,265 Bris..... 99 Half-bris	No. 1, 200 Lbs. No. 1, 100 "	Jones.....	No. 2, 1,265 brls. No. 2 99 1/2-brls.	The shippers of this cargo seem to have benefited of past experience, no rusty having been found, but the culling, as in almost every case, was totally neglected.

S. E. MORIN,
Inspector.

OFFICE OF INSPECTOR OF PICKLED FISH AND FISH OILS,
MONTREAL, 10th January, 1884.

RECAPITULATION of Herring from Newfoundland Received and Inspected at the Port of Montreal, from the 8th October, 1883, to 10th January, 1884.

RECEIVED.

Number of barrels.....34,283
do half-barrels..... 2,617

OFFERED FOR INSPECTION—BRANDED No. 1.

Number of barrels.....19,541
do half-barrels..... 2,115

INSPECTED AS FOLLOWS:

Barrels,	No. 1,	No. 2,	No. 3,	Rusty,	Tainted.	Total
	556	16,812	1,501	648	26	19,541
Half-barrels	253	1,583	215	61	3	2,115

STATEMENT

(55)

Of the affairs of the British Canadian Loan and Investment Company on the 31st December, 1883, and list of Shareholders of the said Company.

—

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Statement is not printed.]*

ACCOUNTS

OF THE LATE

PROVINCE OF CANADA

AND THE

PROVINCES OF ONTARIO AND QUEBEC

WITH THE

DOMINION OF CANADA,

AND CORRESPONDENCE IN CONNECTION THEREWITH,

From 1st July, 1867, to 30th June, 1883.



OTTAWA:

PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET,

1884.

RETURN

(56.)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—
For copies of the Statements rendered to the authorities of Ontario and Quebec as to their accounts with Canada; and all Orders in Council and copies of correspondence in connection therewith.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
4th February, 1884.

Secretary of State.

FINANCE DEPARTMENT, OTTAWA, 4th February, 1884.

- A. Accounts between the Dominion of Canada, the late Province of Canada, and the Provinces of Ontario and Quebec, from the 1st July, 1867, to the 30th June, 1882.
B. Correspondence in relation thereto with Quebec.
C. Correspondence in relation thereto with Ontario.

A.—ACCOUNTS OF THE LATE PROVINCE OF CANADA AND THE PROVINCES OF ONTARIO AND QUEBEC WITH THE DOMINION OF CANADA, FROM 1ST JULY, 1867, TO 30TH JUNE, 1882.

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MEMORANDUM

RESPECTING THE

UNSETTLED ACCOUNTS OF THE LATE PROVINCE OF CANADA, AND
THE PROVINCES OF ONTARIO AND QUEBEC, WITH THE
DOMINION OF CANADA.

Section 112, B.N.A. Act, 1867. By section 112 of the British North America Act of 1867, it was enacted as follows:—

“112. Ontario and Quebec conjointly shall be liable to Canada for the amount (if any) by which the debt of the Province of Canada exceeds at the Union sixty-two million five hundred thousand dollars, and shall be charged with interest at the rate of five per centum per annum thereon.”

Section 113, B.N.A. Act, 1867. By section 113 of the same Act, it was further enacted as follows:—

“113. The assets enumerated in the fourth schedule to this Act, belonging to the Union to the Province of Canada, shall be the property of Ontario and Quebec conjointly.”

Schedule 4, referred to in the foregoing section, is as follows:—

“THE FOURTH SCHEDULE

Assets to be the Property of Ontario and Quebec conjointly.

Schedule 4 to B. N.A. Act, 1867.

- Upper Canada Building Fund.
- Lunatic Asylums.
- Normal School.
- Court Houses in Aylmer, Montreal and Kamouraska, Lower Canada.
- Law Society, Upper Canada.
- Montreal Turnpike Trust.
- University Permanent Fund.
- Royal Institution.
- Consolidated Municipal Loan Fund, Upper Canada.
- Consolidated Municipal Loan Fund, Lower Canada.
- Agricultural Society, Upper Canada.
- Lower Canada Legislative Grant.
- Quebec Fire Loan.
- Temiscouata Advance Account.
- Quebec Turnpike Trust.
- Education—East.
- Building and Jury Fund, Lower Canada.
- Municipalities Fund.
- Lower Canada Superior Education Income Fund.

Section 142, B.N.A. Act, 1867. By section 142 of the above recited Act, it was further enacted as follows:—

“142. The division and adjustment of the debts, credits, liabilities, properties and assets of Upper and Lower Canada shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, one by the Government of Quebec, and one by the Government of Canada; and the selection of the Arbitrators shall not be made until the Parliament of Canada and the Legislatures of Ontario and Quebec have met; and the Arbitrator chosen by the Government of Canada shall not be a resident either in Ontario or Quebec.”

In accordance with the last named section, Arbitrators were chosen and on the Award of September 3rd, 1870. third day of September, 1870, two of them, namely, Hon. John Hamilton Gray and Hon. D. L. Macpherson, gave their Award as follows:—

AWARD.

“To all to whom these Presents shall come—

“The Honourable John Hamilton Gray, of the City of St. John, in the Province of New Brunswick, and the Honourable David Lewis Macpherson, of the City of Toronto, in the Province of Ontario,—SEND GREETING:

“Whereas by the British North America Act, 1867, it is enacted that the division and adjustment of the debts, credits, liabilities, properties and assets of Upper Canada and Lower Canada shall be referred to the arbitrament of three Arbitrators, one chosen by the Government of Ontario, and one by the Government of Quebec, and one by the Government of Canada;

“And whereas, the said John Hamilton Gray was duly chosen under and in accordance with the provisions of the said Act, as Arbitrator, by the Government of Canada, the said David Lewis Macpherson by the Government of Ontario, and the Honourable Charles Dewey Day, of Glenbrooke, in the said Province of Quebec, by the Government of Quebec;

“Now, therefore, the said Arbitrators, having taken upon themselves the burden of the said arbitration, the said John Hamilton Gray and David Lewis Macpherson being a majority of the said Arbitrators do award, order and adjudge of and upon the premises as follows, that is to say:—

“1. That the amount by which the debt of the late Province of Canada exceeded, on the thirtieth day of June, one thousand eight hundred and sixty-seven, sixty-two millions five hundred thousand dollars, shall be and is hereby divided between and apportioned to, and shall be borne by, the said Provinces of Ontario and Quebec respectively, in the following proportions, that is to say,—the said Province of Ontario shall assume and pay such a proportion of the said amount as the sum of nine millions eight hundred and eighty thousand seven hundred and twenty-eight dollars and two cents bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty-seven cents; and the said Province of Quebec shall assume and pay such a proportion of the said amount as the sum of eight millions seven hundred and seventy-eight thousand seven hundred and ninety-two dollars and fifty-five cents bears to the sum of eighteen millions five hundred and eighty-seven thousand five hundred and twenty dollars and fifty-seven cents. (a)

(a) On the 30th August, 1870, the Hon. E. B. Wood, then Treasurer of Ontario, laid before the Arbitrators statements showing the amounts of Debts created for local purposes in Ontario and Quebec forming part of the Debt of the Province of Canada. The totals of these statements correspond with the proportions mentioned in the above section, and by which the excess Debt was to be calculated.

ONTARIO.

(1). UPPER CANADA BUILDING FUND, DEBENTURE ACCOUNT—

<i>Lunatic Asylum</i>	\$15,200 00	
<i>Normal School</i>	6,000 00	
<i>Lunatic Asylum</i>	15,600 00	
		\$36,800 00

(2). LAW SOCIETY—

<i>Law Society, U.C., Debenture Account</i>	\$ 16,000 00	
<i>do do do Current</i>	140,016 61	
		156,016 61

(3). CONSOLIDATED MUNICIPAL LOAN FUND—

<i>Capital</i>	\$7,300,000 00
<i>Less at credit of Sinking Fund</i>	429,548 63
	\$6,870,451 37

"II. That the assets hereinafter in this cause enumerated shall be, and the same
"are hereby declared to be the property of and belonging to the Province of Ontario,
"namely:

Less—CAPITAL OF SEIGNIORIAL INDEMNITY ACCOUNT, AS FOLLOWS:—

<i>Capital of General Seigniories</i>	\$2,776,380 36
<i>Seigniories of St. Sulpice</i>	\$336,719 66
<i>Less charged to Municipalities Fund, Lower Canada</i>	196,719 66
	140,000 00

<i>Less balance of Fund, 1854</i>	697,824 97
	\$2,218,555 39

<i>Interest on above Municipal Loan Fund Capital</i>	\$3,517,084 26	
<i>Less Interest on Capital of Indemnity Account</i>	1,376,843 85	
		2,140,240 41
(4). AGRICULTURAL SOCIETY OF UPPER CANADA.....		4,000 00
(5). UNIVERSITY PERMANENT FUND.....		1,220 63
(6). EQUIVALENT TO UPPER CANADA UNDER SEIGNIORIAL ACT, 1854.....		600,000 00
(7). INDEMNITY TO do do do 1869.....		2,218,555 39
		<u>\$9,808,728 02</u>

QUEBEC.

(1). AYLMER COURT HOUSE 6 PER CENT. DEBENTURES.....	\$2,000 00	
do ACCOUNT CURRENT.....	1,239 70	
		\$ 3,239 70
(2). MONTREAL COURT HOUSE DEBENTURE ACCOUNT.....	\$95,600 00	
do ACCOUNT CURRENT.....	18,996 21	
		114,596 21
(3). KAMOURASKA COURT HOUSE, ACCOUNT CURRENT.....		201 27
(4). ROYAL INSTITUTION (MCGILL COLLEGE).....		7,790 00
(5). CONSOLIDATED MUNICIPAL LOAN FUND, LOWER CANADA—		
<i>Capital Account</i>	\$2,428,140 00	
<i>Less Sinking Fund</i>	271,452 86	
		2,156,687 14
(6). CONSOLIDATED MUNICIPAL LOAN FUND INTEREST ACCOUNT.....		782,742 83
(7). LOWER CANADA LEGISLATIVE GRANT.....		28,494 73
(8). QUEBEC FIRE LOAN.....		264,254 65
(9). TEMISCOUATA ADVANCE ACCOUNT.....		3,000 10
(10). EDUCATION—EAST.....		290 10
(11). BUILDING AND JURY FUND, LOWER CANADA.....		116,475 51
(12). MUNICIPALITIES FUND, LOWER CANADA.....		484,244 33
LOWER CANADA SUPERIOR EDUCATION—		
(13). <i>Income Fund</i>	\$230,681 46	
(14). <i>Interest on Hamilton Debentures</i>	3,600 00	
		234,281 46
(15). SEIGNIORIAL FUND OF 1854, based on Tavern Licenses.....	\$834,444 40	
(16). do CHARGED ON CONSOLIDATED FUND.....	600,000 00	
		1,434,444 40
(17). do SHORT PAID TO 1867.....		80,201 00
(18). CHARGES ON CONSOLIDATED REVENUE FUND UNDER SEIGNIORIAL ACT OF 1859, AS UNDER—		
<i>Capital of General Seigniories</i>	\$2,776,380 36	
<i>Add Seigniories of St. Sulpice</i>	\$336,719 66	
<i>Less charged on Consolidated Revenue Fund until Municipalities (L.C.) Fund could pay</i>	196,719 66	
		140,000 00
<i>Add Lower Canada Superior Education, Jesuits' Estates</i>	92,583 83	
		\$3,008,964 19
(19). LESS BALANCE FUND, 1854.....	697,824 97	
		2,311,139 22
(20). INDEMNITY TO TOWNSHIPS, LOWER CANADA.....		766,710 00
		<u>\$8,778,792 55</u>

" Debt from the Upper Canada Building Fund to the late Province " of Canada (enumerated in the Fourth Schedule to the said " British North America Act, 1867, as 'Upper Canada Build- " Fund, Lunatic Asylums, Normal Schools'),—Lunatic " Asylums, \$30,800, Normal Schools, \$6,000.....\$	36,800	00
" 2. Debt from the Law Society, Upper Canada, to the late Pro- " vince of Canada.....	156,015	61
" 3. Debts to the late Province of Canada under the Consolidated " Municipal Loan Fund of Upper Canada.....	6,792,136	39
" 4. Debt from the Agricultural Society, Upper Canada, to the late " Province of Canada.....	4,000	00
" 5. Debt from the University Permanent Fund to the late Pro- " vince of Canada.....	1,220	63
" III. That the assets hereinafter in this clause enumerated shall be, and the " same are hereby declared to be the property of, and to belong to the Province of " Quebec, namely :		
" 1. The debt from the Aylmer Court House to the " late Province of Canada for 6 per cent. Pro- " vincial debentures issued on account of the " said Court House and assumed by the Do- " minion of Canada, and charged in the debt of " the late Province of Canada.....	\$2,400	00
" And for certain charges paid by the said late " Province of Canada in respect of the said " Court House.....	1,239	00
		3,239 70
" 2. Debt from the Montreal Court House to the late " Province of Canada for 6 per cent. Provin- " cial debentures issued on account of the said " Court House and assumed by the Dominion " of Canada, and charged in the debt of the " late Province of Canada.....	\$95,600	00
" For advances made to the said Court House " by the said late Province of Canada	18,996	21
		114,596 21
" 3. Debt from the Kamouraska Court House to the late Province " of Canada for balance of certain charges in respect of the " said Court House paid by the late Province of Canada.....	201	27
" 4. Debt from the Royal Institution, otherwise the McGill College, " to the late Province of Canada, of the balance of a loan " made by the said late Province to that Institution	7,790	00
" 5. Debt under the Consolidated Municipal Loan Fund of Lower " Canada to the late Province of Canada.....	2,939,429	97
" 6. Advances made in excess of the Legislative School Grant (de- " scribed in the fourth schedule to the said British North " America Act, 1867, as (Lower Canada Legislative Grant.)	28,494	73
" 7. Debt to the late Province of Canada under the Quebec Fire " Loan	264,254	65
" 8. Debt to the late Province of Canada for advances made to or " on account of certain municipalities in the County of Tem- " iscouata (described in the said fourth schedule as 'Temis- " couata Advance Account.')	3,000	00
" 9. Debt from the Education Office in Lower Canada, to the late " Province of Canada for the balance unpaid of a defalcation " in the said office to the said late Province (described in the " said fourth schedule as 'Education-East.')	290	10

“ 10. Debt from the Building and Jury Fund, Lower Canada, to the “ late Province of Canada for loans and advances made to it “ by the said late Province of Canada.....	116,475 51
“ 11. Debt from the Municipalities Fund of Lower Canada to the “ late Province of Canada, for advances made to or on the “ credit of that fund (described in the said fourth schedule as “ ‘Municipalities Fund,.).....	484,244 ³ / ₃₃
“ 12. Debt from the Lower Canada Superior Education Income “ Fund to the late Province of Canada, for advances made “ from time to time by the said late Province.....	234,281 46
“ 13. Montreal Turnpike Trust.....	188,000 00

“ IV. And as to the said Montreal Turnpike Trust, the said Arbitrators further find, award and adjudge as follows:—

“ Whereas, the said sum of one hundred and eighty-eight thousand dollars is secured by debentures issued upon the credit of the said Trust, and guaranteed by the late Province of Canada, and the said Trust has hitherto met the payments upon such debentures, and the payment thereof has therefore not been assumed by the Dominion of Canada, nor has the said sum of one hundred and eighty-eight thousand dollars been charged by the said Dominion in the debt of the late Province of Canada, which charge, if made, would increase by one hundred and eighty-eight thousand dollars the excess of the said debt on the thirtieth day of June, one thousand eight hundred and sixty-seven, above sixty-two millions five hundred thousand dollars; Kncw, therefore, the said Arbitrators having assigned the said Trust as an asset of the said Province of Quebec, do hereby adjudge and award that the said Province of Quebec shall hereafter indemnify, protect, and save harmless the said Dominion and the said Province of Ontario, against any charge upon, or payment by the said Dominion in respect of the said debentures, or the said guarantee, or in respect in any way of the said Trust.

“ V. That the following Special, or Trust Funds, and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Ontario, for the purposes for which they were established, namely:

- “ 1. Upper Canada Grammar School Fund.
- “ 2. Upper Canada Building Fund.
- “ 3. Upper Canada Municipalities Fund.
- “ 4. Widows' Pensions and Uncommuted Stipends, Upper Canada, subject to the
“ payment of all legal charges thereon.
- “ 5. Upper Canada Grammar School Income Fund.
- “ 6. Upper Canada Improvement Fund.
- “ 7. Balance of special appropriations in Upper Canada.
- “ 8. Surveys ordered in Upper Canada, before 30th June, 1867.
- “ 9. Amount paid and payable by Upper Canada to the Canada Land and Emi-
“ gration Company.

“ VI. That the following Special, or Trust Funds, and the moneys thereby payable, including the several investments in respect of the same or any of them are, shall be, and the same are hereby declared to be the property of and to belong to the Province of Quebec for the purposes for which they were established, namely:

- “ 1. Lower Canada Superior Education Fund.
- “ 2. Lower Canada Superannuated Teachers' Fund.
- “ 3. Lower Canada Normal School Building Fund.
- “ 4. Widows' Pensions and Uncommuted Stipends, Lower Canada, subject to all
“ legal charges thereon.
- “ 5. Balance of special appropriations in Lower Canada.
- “ 6. Surveys ordered in Lower Canada before 30th June, 1867.

“ VII. That from the Common School Fund, as held on the thirtieth day of June, one thousand eight hundred and sixty-seven, by the Dominion of Canada, amounting

“to one million seven hundred and thirty-three thousand two hundred and twenty-four dollars and forty-seven cents (of which fifty-eight thousand dollars is invested in the bonds or debentures of the Quebec Turnpike Trust, the said sum of fifty-eight thousand dollars being an asset mentioned in the fourth schedule to the British North America Act, 1867, as the Quebec Turnpike Trust), the sum of one hundred and twenty-four thousand six hundred and eighty five dollars and eighteen cents shall be, and the same is hereby taken and deducted and placed to the credit of the Upper Canada Improvement Fund, the said sum of one hundred and twenty-four thousand six hundred and eighty-five dollars and eighteen cents, being one-fourth part of moneys received by the late Province of Canada between the sixth day of March, one thousand eight hundred and sixty-one, and the first day of July, one thousand eight hundred and sixty seven, on account of Common School lands sold between the fourteenth day of June, one thousand eight hundred and fifty-three, and the said sixth day of March, one thousand eight hundred and sixty-one.

“VIII. That the residue of the said Common School Fund, with the investments belonging thereto, as aforesaid, shall continue to be held by the Dominion of Canada, and the income realized therefrom, from the thirtieth day of June, one thousand eight hundred and sixty-seven, and which shall be hereafter realized therefrom, shall be apportioned between and paid over to the respective Provinces of Ontario and Quebec, as directed by the fifth section, chapter twenty-six, of the Consolidated Statutes of Canada, with regard to the sum of two hundred thousand dollars in the said section mentioned.

“IX. That the moneys received by the said Province of Ontario since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which shall hereafter be received by the said Province from, or on account of, the Common Schools Lands set apart in aid of the Common Schools of the late Province of Canada, shall be paid to the Dominion of Canada, to be invested as provided by section three of said chapter twenty-six of the Consolidated Statutes of Canada, and the income derived therefrom shall be divided, apportioned and paid between and to the said Provinces of Ontario and Quebec respectively, as provided in the said fifth section, chapter twenty-six of the Consolidated Statutes of Canada, with regard to the sum of two hundred thousand dollars in the said section mentioned.

“X. That the Province of Ontario shall be entitled to retain out of such moneys six per cent., for the sale and management of said lands, and that one-fourth of the proceeds of the said lands, sold between the fourteenth day of June, one thousand eight hundred and fifty-three, and the said sixth day of March, one thousand eight hundred and sixty one, received since the thirtieth day of June, one thousand eight hundred and sixty-seven, or which may hereafter be received, after deducting the expenses of such management as aforesaid, shall be taken and retained by the said Province of Ontario for the Upper Canada Improvement Fund.

“XI. The ‘Crown Lands Suspense Account,’ amounting to one hundred and twelve thousand, seven hundred and forty-eight dollars and sixty-three cents, and the Crown Lands Department, amounting to two hundred and fifty-three thousand and eighty-nine dollars and seventy-six cents, being the items so described in the Public Accounts of the late Province of Canada, having been omitted respectively from the statement of the debt of the said Province in such accounts, and from the assets in the fourth schedule to the British North America Act, 1867, the said Arbitrators award and adjudge that the said Province of Ontario shall satisfy all claims, and receive all moneys in respect to the said Crown Lands Suspense Account, and the said Crown Lands Department connected with or arising from lands situate in the said Province of Ontario, and that the said Province of Quebec shall satisfy all claims and receive all moneys in respect of the said Crown Lands Suspense Account, and the said Crown Lands Department connected with or arising from lands situate in the said Province of Quebec.

“XII. As to the Montreal harbour the said Arbitrators find that the debt due on account of four hundred and eighty-one thousand, four hundred and twenty-five dollars and twenty seven cents secured by debentures issued by the Montreal Har-

“bour Commissioners, has not been charged in the statement of the debt of the late
 “Province of Canada. And they award, direct and adjudge that should the Dominion
 “of Canada hereafter pay anything by reason of the liability of the said Dominion
 “on account of the said debentures, the said two Provinces shall repay to the said
 “Dominion any sum so paid in the same proportions respectively, as the said Pro-
 “vinces are hereinbefore directed to bear and pay the excess on the thirtieth day of
 “June, one thousand eight hundred and sixty-seven, above sixty-two millions five
 “hundred thousand dollars of the debt of the late Province of Canada.

“XIII. That all the lands in either of the said Provinces of Ontario and Quebec
 “respectively, surrendered by the Indians in consideration of annuities to them
 “granted, which said annuities are included in the debt of the late Province of
 “Canada, shall be the absolute property of the Province in which the said lands are
 “respectively situate, free from any further claim upon, or charge to the said Pro-
 “vince in which they are so situate, by the other of the said Provinces.

“XIV. As to all the personal property being the joint property of the said Pro-
 “vinces of Ontario and Quebec, not hereinbefore specially mentioned, or dealt with,
 “and not appropriated by the said British North America Act, 1867, including the
 “Library of Parliament at Ottawa, the Arbitrators find that it is not expedient to
 “divide the said properties or to divert them from the public purposes for which
 “they are used and required by the Dominion of Canada. They, therefore, find and
 “award that the value of the said properties is and shall be taken to be two hundred
 “thousand dollars, and that the Dominion of Canada may retain and acquire the
 “same properties on payment to the said Provinces of the said sum of two hundred
 “thousand dollars in the same proportion as is mentioned in the first paragraph
 “hereof in respect to the excess of debt of the late Province of Canada on the thir-
 “tieth day of June, one thousand eight hundred and sixty-seven, above sixty-two
 “millions five hundred thousand dollars, that is to say, to Ontario the sum of one
 “hundred and five thousand five hundred and forty-one dollars, and to Quebec the
 “sum of ninety-four thousand four hundred and fifty-nine dollars, and upon such
 “payment the Dominion of Canada shall become the absolute owner of the said prop-
 “erties. But should the Dominion of Canada not so acquire the said properties
 “within two years from the date of this award, the Province of Quebec may acquire
 “the said properties by the payment to the Province of Ontario, within three months
 “from the expiration of the said two years, of the sum of one hundred and five thou-
 “sand five hundred and forty-one dollars, and should the Province of Quebec
 “not so acquire the said properties within the time aforesaid, the Province of Ontario
 “shall, within three months next thereafter, pay to the Province of Quebec the sum
 “of ninety-four thousand four hundred and fifty-nine dollars, and shall thereupon
 “become the absolute owner of such properties.

“XV. That the said several sums awarded to be paid, and the several matters
 “and things awarded and directed to be done by or with regard to the parties to this
 “reference respectively as aforesaid, shall respectively be paid, received, done,
 “accepted and taken as and for full satisfaction and discharge, and as a final end and
 “determination of the several matters aforesaid.

“In witness whereof, the said John Hamilton Grey and David Lewis Macpher-
 “son, two of the said Arbitrators, have hereunto set their hands this third day of
 “September, in the year of Our Lord one thousand eight hundred and seventy.

“J. H. GRAY,

“D. L. MACPHERSON.

“Signed and published the third day of September, 1870, in the presence of:

“Christopher Robinson, of the City of Toronto, Barrister-at-Law;

“Frederick Finch, of the City of Toronto, Law Stationer.”

Confirmation of
 award by Privy
 Council, March
 26th, 1878.

Owing to various causes the Award was submitted to the Judicial
 Committee of the Privy Council. On the 11th March, 1878, the
 Committee reported and the Award was sanctioned on the 26th *idem*,
 by the Queen in Council, the Order being made as follows:—

[L.S.]

AT THE COURT AT WINDSOR, THE 26TH DAY OF MARCH, 1878.

Present :

THE QUEEN'S MOST EXCELLENT MAJESTY.

Lord President.
 Lord Privy Seal.
 Duke of Devonshire.

Lord Chamberlain.
 Earl of Derby.
 Mr. Watson.

Whereas there was this day read at the Board a report from the Judicial Committee of the Privy Council, dated the 11th March, 1878, in the words following, viz:—

“Your Majesty having been pleased by your Order in Council of the 22nd December, 1877, to refer unto this Committee a matter or special case concerning the validity of an Award made or purporting to have been made in an arbitration between the Province of Ontario and the Province of Quebec in the Dominion of Canada under the British North America Act, 1867, for hearing and consideration, and to order this Committee to advise Your Majesty on certain facts and questions, as stated in the said special case as agreed upon by the Governments of the two Provinces, which has been transmitted by the Governor General of Canada in Council to Your Majesty's Secretary of State for the Colonies, in the words following, viz:—

- “1. Whether under the circumstances stated in the said special case the said John Hamilton Gray had become disqualified to act or continue acting as Arbitrator?
- “2. Whether after a hearing before the three Arbitrators two of them could legally render a decision or award, and if yea, could they do so in the absence of the third?
- “3. Whether after the subsequent *ex parte* hearing before two Arbitrators in the absence of the third, these two could legally render a decision?
- “4. Whether the Arbitrator appointed by Quebec had the right to resign, whether the Government of Quebec had a right to accept his resignation and to revoke his appointment, and whether such resignation or revocation was effectual and valid?
- “5. Whether after one of the Arbitrators had resigned his office, and his resignation had been so accepted, and his authority had been so revoked, the remaining two could legally proceed to hear the case and to make a final Award?
- “6. Whether the Award of the 3rd of September, 1870, by the said Honorable David Louis MacPherson and John Hamilton Grey in the said special case mentioned is valid (save as affected by the Dominion Act therein set forth) or is null and void?

“The Lords of the Committee, in obedience to Your Majesty's said Order of reference, have taken the said special cases into consideration, and having heard counsel for the Province of Ontario, and likewise for the Province of Quebec, their Lordships do this day agree humbly to advise Your Majesty that under the circumstances stated in the special case (to which circumstances all their answers must be taken to refer):

- “1. John Hamilton Gray had not become disqualified to act as an Arbitrator.
- “2. That after a hearing before the three Arbitrators, two of them could legally render a decision or award, and could do so in the absence of the third absenting himself under the circumstances stated.
- “3. That after the subsequent *ex parte* hearing before two Arbitrators, in the absence of the third, then two could legally render a decision.
- “4. That the Arbitrator appointed by Quebec had not the right to resign, and the Government of Quebec had not the right to accept his resignation and to revoke his appointment, and such resignation and revocation were not effectual and valid.

"5. That after one of the Arbitrators had so affected to resign his office, and his resignation had been so accepted, and his authority had been so affected be revoked, the remaining two could legally proceed to hear the case and make a final award.

"6. That so far as regards any objection made to the award in the special case, the award of the 3rd of September, 1870, is valid (save as affected by the Dominion Act therein set forth.")

Her Majesty having taken the said report into consideration, was pleased, by and with the advice of Her Privy Council to approve thereof and to order, as it is being ordered, that the said recommendations and advice of the Lords of the Judicial Committee of the Privy Council be adopted, and that the same be punctually observed, obeyed and carried into execution, as the decision of Her Majesty upon this special case. Whereof the Governor-General of the Dominion of Canada, the Lieutenant-Governor or Commander-in-Chief of the same for the time being, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

C. L. PEEL.

Notification to Secretaries of Ontario and Quebec of decision of Privy Council. The decision of the Privy Council was communicated to the Secretaries of the Provinces of Ontario and Quebec, on the 14th May, 1878, the following letter being sent to the Honorable the Provincial Secretary of Ontario, and a similar one to the Honorable the Provincial Secretary of Quebec:—

DEPARTMENT OF SECRETARY OF STATE, OTTAWA, 14th May, 1878.

SIR,—With reference to previous correspondence on the subject, I am directed to transmit to you herewith, for the information of His Honor, the Lieutenant-Governor of Ontario, a copy of an Order of Her Majesty in Council, approving of the report of the Judicial Committee of the Privy Council, upon the special case respecting the validity of the award made in the arbitration between Ontario and Quebec.

I have, &c.,

E. J. LANGEVIN, *Under Secretary of State.*

Hon. Provincial Secretary, Toronto, Ontario.

In the meantime, and before the Award was ratified by the Judicial Committee of the Privy Council, the Parliament of Canada finding that it was desirable to relieve the Provinces of Ontario and Quebec from payment of the excess of their joint debt over the \$62,500,000 fixed by the B. N. A. Act of 1867, passed the Act 36 Victoria, chapter 30, allowing to the late Province of Canada the further sum of \$10,506,088.84, the provisions of this Act being as follows:—

36 VICT., CHAP. 30.—[1873.]

An Act to re-adjust the amounts payable to and chargeable against the several Provinces of Canada by the Dominion Government, so far as they depend on the debt with which they respectively entered the Union.

[Assented to 23rd May, 1873.]

WHEREAS by the provisions of "The British North America Act, 1867," and by the terms and conditions under which the Provinces of British Columbia and Manitoba were admitted into the Dominion, Canada became liable for the debts and liabilities of each Province, existing at the time of its becoming part of the Dominion, subject to the provision that each Province should, in account with Canada, be charged with interest at the rate of five per cent. per annum on the amount by which its said debts and liabilities exceeded, or should receive interest at the same rate by half yearly payments in advance, on the amount by which its said debt and liabilities fell short of, certain fixed amounts.

And whereas the amount fixed as aforesaid in the case of the Provinces of Ontario and Quebec, conjointly (as having theretofore formed the Province of Canada), was sixty-two millions five hundred thousand dollars (\$62,500,000), and the debt of the said late Province, as now ascertained, exceeded the said sum by ten millions five hundred and six thousand and eighty-eight dollars and eighty-four cents (\$10,506,088.84), for the interest as aforesaid on which the said two Provinces were chargeable in account with Canada ;

And whereas it is expedient to relieve the said Provinces of Ontario and Quebec from the said charge, and for that purpose hereafter to consider the fixed amount in their case as increased by the said sum of ten million five hundred and six thousand and eighty-eight dollars and eighty-four cents ; and to compensate the other Provinces for this addition to the general debt of Canada : Therefore Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

1. In the accounts between the several Provinces of Canada and the Dominion, the amounts payable to and chargeable against the said Provinces respectively, in so far as they depend on the amount of debt with which each Province entered the Union, shall be calculated and allowed as if the sum fixed by the one hundred and twelfth section of "*The British North America Act, 1867*," were increased from sixty-two million five hundred thousand dollars, to the sum of seventy-three million six thousand and eighty-eight dollars and eighty-four cents, and as if the amounts fixed as aforesaid, as respects the Provinces of Nova Scotia and New Brunswick, by "*The British North America Act, 1867*," and as respects the Provinces of British Columbia and Manitoba by the terms and conditions on which they were admitted into the Dominion, were increased in the same proportion.

2. The subsidies to the several Provinces, in July, one thousand eight hundred and seventy-three, shall be paid in accordance with the foregoing provisions of this Act.

3. All sums payable under this Act shall be a charge upon and payable out of the Consolidated Revenue Fund of Canada and accounted for in like manner as other moneys payable for like purposes out of the same.

It will be seen from the foregoing, that on the 14th of May, 1878, the two Secretaries of Ontario and Quebec were notified of the result of the Award. In the autumn of that year a Dominion general election was held, the result being a change of Government. In the subsequent year, 1879, a general election was held in the

Meeting of Treasurers at Ottawa, Nov. 26th, 1882, and memorandum without prejudice drawn up.

Province of Ontario, and since then general elections have been held both for the Dominion and for Ontario and Quebec. Until the 25th November, 1882, it was impossible to get the two Treasurers of Ontario and Quebec together to confer as to the settlement of accounts, but on the last named date they met at Ottawa and drew up a memorandum, a copy of which is as follows :—

MEMORANDUM WITHOUT PREJUDICE.

The Treasurers of the Provinces of Ontario and Quebec having met to discuss the subject of a settlement of accounts between the two Provinces and the Dominion, are of opinion, that before proceeding thereto, it is expedient that a statement of accounts between the Dominion and each of the two Provinces should be prepared, showing for each year, on the debit side, the various amounts paid, giving date or average date, and the various amounts chargeable to each Province ; and on the credit side the amount of subsidy, of interest on School Funds, on Widows' Pensions and Uncommuted Stipends, Upper Canada and Lower Canada, on the amount coming to each Province under the award for the Library, and on Common School Lands and Crown Lands, Improvement Funds and other services.

They are further of opinion that a balance should be struck yearly, and that in arriving at such a balance, interest should be allowed or charged half-yearly, and that

the amounts determined by the Award be taken as the basis, so far as it applies to the statement in question.

The Treasurers therefore beg to request that such a statement be prepared and furnished them at an early date, and that all special funds be carried to the credit of the Province to which they respectively appertain, as on the 1st July, 1867.

S. C. WOOD, *Treasurer of Ontario.*

J. WURTELE, *Treasurer of Quebec.*

OTTAWA, 23rd November, 1882.

Statement of the various accounts kept by the Dominion Government with the Provinces of Ontario and Quebec.

Appendix A.

So far this Memorandum has dealt with the proceedings taken to carry out the provisions of the 142nd section of the British North America Act. It is now desirable to consider the accounts which require settlement, and for that purpose it is necessary to give some explanation concerning them. In the first place, there are the accounts in the Dominion Ledger with the late Province of Canada and with the Provinces of Ontario and Quebec, and for the proper understanding of these accounts it is necessary to state that after July, 1867, the Dominion Government, in addition to paying and receiving moneys on account of the late Province of Canada, acted as bankers and paymasters for the two Provinces, and accordingly accounts were opened in the Public Accounts of the Dominion, charging to the said Provinces payments made to them, and giving them credit for revenues received, including in the payments the several amounts paid to them respectively on account of subsidies. On the other hand, and until the debt could be adjusted, the amounts allowed to the two Provinces for the subsidies under the Union Act were credited to an account called "The Province of Ontario and Quebec Subsidy Account." The payments on account of subsidies, and the credits for subsidies ceased to be charged in these accounts after June, 1873, that being the time when better terms were granted to the several Provinces under the Act previously referred to. In addition to the accounts directly with the Provinces of Ontario and Quebec, there was another account opened, called "The Provinces of Ontario and Quebec Special Account," in which were included payments made and amounts received, of which the distribution could not definitely be made until the accounts were finally settled, such as, for instance, the payments made to the Crown Timber Agents and the staff of their respective offices at Ottawa and Quebec, the employees in these offices performing duties for the Dominion Government as well as for the Governments of the Provinces of Ontario and Quebec. These accounts from their commencement until the 30th June, 1882, have been transcribed and form Appendix A to this Memorandum.

From the foregoing part of this Memorandum it will be seen that the Award was ratified by the Privy Council on the 26th March, 1878. Shortly before this and with a view to the adjustment of the accounts, Mr. Langton, in September, 1877 (just twelve months before he retired from the public service), prepared accounts in a somewhat different manner from that in which they had up to that time appeared in the Public Accounts, and he informed the Treasurer of Quebec and the Premier of Ontario, by letters dated the 10th September, 1877, copies of which are hereto annexed, that he proposed that the accounts should in the future be made out in the form mentioned in his letters; a proposition, however, which was never carried into effect. As, however, these accounts were sent to the Treasurers of the respective Provinces, I have thought it desirable to have them also transcribed, and they form Appendix B to this Memorandum.

It will be observed in the Memorandum prepared by the Treasurers of Quebec and Ontario, in November, 1882, that they desired the accounts to be made up in a special form, starting from the date of Confederation, giving each Province credit for the trust funds which belonged to it, and charging or crediting the interest half-yearly. I have, therefore, in

Accounts as desired by the Treasurers of Ontario

and Quebec in their Memorandum of November, 1882. Appendix C.

accordance with this request, thoroughly revised the accounts from their commencement and calculated the interest in the manner suggested. In doing so I have deemed it advisable to strike a balance as on the 1st July, 1867, in accordance with the terms of the Award. I have charged to each Province the respective amounts paid, and given credit for the receipts and subsidies and the interest on the Common School Fund. I may add that I have revised and credited the interest on the Common School Fund according to the population in each Province at each decennial census, although we have continued to pay to the Treasurers the interest on the basis of the census of 1871, pending the settlement of the accounts; and in order to charge to the Provinces the amounts paid through the "Ontario and Quebec Special Account," I have followed the example of Mr. Langton and divided the cost of the Timber Agencies at Ottawa and Quebec into three parts, charging one-third to Ontario, one-third to Quebec, and one-third to the Dominion. The balances as shown by these accounts, which form Appendix C, disclose an apparent debit balance by the Province of Quebec of \$889,551.21, and an apparent balance due the Province of Ontario of \$966,312.93. It is just possible that there may be some other items to introduce as the balance of interest on the Montreal Turnpike Bonds, but the amounts cannot be great, and to prove the accounts I have also appended, in continuation of Appendix C, a statement showing the various items of differences between the totals of the accounts as shown in Appendix A and the balances as brought out in Appendix C. These accounts I have brought down to the 30th June, 1882, but there would be no great difficulty in continuing them to the present date.

I have only, in conclusion, to direct attention to section 9 of the Award, which recites that the moneys received by the Province of Ontario since the 30th June, 1867, or which might thereafter be received by the Province of Ontario from, or on account of the School Lands, should be paid to the Dominion of Canada, to be invested as provided by section 3 of chapter 26 of the Consolidated Statutes of Canada. It seems to me advisable, in order to arrive at a proper settlement of the accounts, that a statement should be rendered by the Province of Ontario of all receipts since the 30th June, 1867, from that source, and that the money should be invested in the way indicated.

All of which is respectfully submitted.

J. M. COURTNEY, *Deputy Minister Finance*

FINANCE DEPARTMENT, OTTAWA, June 21st, 1883.

MR. LANGTON'S LETTRES REFERRED TO IN A FOREGOING MEMORANDUM.

Mr. Langton to Hon. L. R. Church, Quebec.

No. 1.

OTTAWA, 10th Sept., 1877.

MY DEAR SIR,—I propose to enter the Ontario and Quebec Accounts in the Public Accounts, 1877, in a different way from what they have hitherto been entered. We used to charge each with everything we paid them, but as we did not know what the subsidy, after deducting for the debt, would come to, we credited Ontario and Quebec conjointly with this, and also with the interest on the Common School Fund. After the debt was abolished, in 1873, we paid the subsidy direct, and also the share, according to population of 1861, of the Common School Fund, that being the arrangement by the Act creating the Fund. It appeared to me, therefore, that it would be simpler and more intelligible to follow the same plan from the first, so I have revised the accounts, crediting Ontario and Quebec each with their subsidy and Common School Fund interest year by year, and the account of the two conjointly will now be on the debit side, *containing the interest on the debt only, that being the only point really in doubt.* Then we had another account called Special Accounts, Ontario and Quebec,

in which various receipts and payments were entered, about the distribution of which there might be some doubt. But of the majority of these there is really no doubt, and I have, therefore, now analyzed these Special Accounts, taking the majority of the items to Ontario or Quebec, as the case might be, and leaving in the Special Accounts only two classes of items, viz. :—the expenses of the Slides and Crown Timber Agency at Ottawa and the Agency at Quebec, which have to be in some way divided between the Dominion, Ontario and Quebec, and some receipts and expenditures on account of Crown Lands, in early part of 1867-68, of which, as the books went to Toronto and Quebec, I have no data as to which of the two are interested in the receipts and expenditures in question. I now send you the account of Quebec, as it will stand June 30th, after transferring to it the subsidy, Common School Fund and the various items in the Special Accounts which were clearly local. And I have also sent a detailed account of our expenditure for you in 1867-68, and 1868-69, and the details of the Special Account now transferred. I have also sent a detailed statement of the Crown Lands and Crown Timber Agencies which still remain to be distributed. As to the new account of Ontario and Quebec conjointly, I have made out a revised statement of the debt, showing the balance on each June 30th, and December 31st, the half-year's interest on which would have to be deducted from the subsidies of the following January and July. It is sufficient as to this to say that the total up to the period of the abolition of the debt was.....\$2,805,559 91
 Since accrued on the new debt..... .. 845 41

There will, no doubt, be other items to introduce, as the balance of the interest on Montreal Turnpike Bonds, your claim for the Library, &c. I did not think it necessary to give you the details of the transfers to Ontario from the Special Account, but the following is an abstract :—

	<i>Dr.</i>	<i>Cr.</i>
U. C. Building Fund.....	\$32,986 45	.....
Marriages Licenses.....	43,550 79	\$247,812 00
Mun. Loan Fund.....	1,150 00	142,311 64
Law Society, fees and stamps.....	1,847 46	94,468 29
Refund.....	200 00	.....
Lunatic Asylums and Tavern Licenses.....	.....	145 61
	\$79,734 70	\$484,737 54

Your obedient servant,
 JOHN LANGTON, Auditor.

—

Mr. Langton to Hon. O. Mowat, Toronto,

OTTAWA, 10th September, 1877.

MY DEAR SIR,—I propose to enter the Ontario and Quebec Accounts in the Public Accounts to June 30th, 1877, in a different way from what they have hitherto been entered. We used to charge Ontario and Quebec with everything we paid them, as we did not know what the subsidy, after deducting their share of the interest on the debt, would amount to, and we credited Ontario and Quebec jointly with the united subsidies and the interest on the Common School Fund. After the debt, however, was abolished in 1873, we paid the subsidy direct, and we also paid the Common School Fund, divided according to the population of 1861, that being the arrangement upon which the fund was created. It appeared to me, therefore, that it would be simpler and more intelligible to follow the same plan from the first, as I have credited Ontario and Quebec each with their subsidy and Common School Fund year by year, and the account of the two conjointly will now be on the debit side, containing the interest on the debt only, that being the only point in doubt. Then we had another account called Special Accounts, Ontario and Quebec, to which various

receipts and payments were credited or debited, about the distribution of which there could be any doubt. But of the majority of these there was really no doubt, and I have, therefore, now analyzed these Special Accounts, taking the majority of the items to Ontario or to Quebec as the case might be, and leaving in the Special Accounts only two classes of items, viz.:—The expenses of the Crown Timber Agencies on the Ottawa and at Quebec, which have to be in some way divided between the Dominion, Ontario and Quebec, and some receipts and expenditures on account of Crown Lands in the early part of 1867-68, of which, as the books went to Toronto and Quebec, I have no data as to which of the two the receipts and expenditures belonged. I now send you the account of Ontario as it will stand June 30th, after transferring to it the subsidy, Common School Fund interest and the various items in the Special Accounts which were clearly local, and I have also sent a detailed account of our expenditure for you in 1867-68 and 1868-69, and the details of the Special Account so transferred. I have also sent a detailed statement of the Crown Lands and Timber Agencies, which still remain to be distributed. As to the new account of Ontario and Quebec conjointly, I have made out a revised statement of the debt, showing the balance on each June 30th and December 31st, the half-yearly interest on which would have to be deducted from the subsidies of the following January and July. It is sufficient as to this to say that the total up to the period of the abolition of the debt was \$2,865,559.91, since accrued on the new debt, \$845.41.

As to the details of the Special Accounts transferred to Quebec, I do not think you will want them, but I give you an abstract of them on the other side. There will be some other items to bring into your account but I have not as yet received authority to enter them. For instance, our claims for the payment to Indians, Lake Huron, under the Robinson Treaty, and the purchase of Rockwood, and, on the other side, your claim for the Library. There is another point upon which I am not quite clear. The rule laid down by the Act distributing the Common School Fund was that it should be based upon the population by the last census. Up to 1871, therefore, we may safely take the population of 1861 as the guide. But we have continued to pay at the same rate since. Should there be a new distribution after 1871, or as the fund stopped in 1867, so far as we are concerned, should we continue to pay you the share you were then entitled to?

Yours truly,

JOHN LANGTON, Auditor.

SPECIAL ACCOUNTS QUEBEC.

Dr.

Court Houses.....	\$25,118 83
Building and Jury Fund.....	9,449 06
Consolidated Municipal Loan Fund.....	250 00
Municipalities Fund.....	4,413 20
Quebec Fire.....	750 00
	<hr/>
	\$39,981 09

Cr.

Court Houses.....	\$ 2,907 56
Building and Jury Fund.....	613 94
Consolidated Municipal Loan Fund.....	29,917 93
Registration Fund.....	6,855 85
Investment of Superior-Education Fund.....	21,394 20
Law Stamps and Fees.....	12 12
	<hr/>
	\$61,995 60

SCHEDULE

DR.

PROVINCE

1867.		\$	cts.	\$	cts.
July.....	To Administration of Justice, East.....	26,190	87		
	do do West.....	18,353	79		
	Arts, Agriculture and Statistics.....		23	00	
	Bank of Montreal.....	249,416	67		
	Customs Expenditure.....	39,659	24		
	Civil Government.....	24,405	79		
	Charges of Management.....	7,873	67		
	Crown Lands Department.....	34,592	68		
	Excise Expenditure.....	2,813	80		
	Education, East.....	9,284	32		
	do West.....	7,221	54		
	Emigration.....	10,190	42		
	Government Buildings, Ottawa.....	5,891	54		
	Geological Survey.....	1,912	13		
	Hospitals and Charities.....	25,566	23		
	Indian Fund.....	6,306	61		
	Interest on Public Debt.....	320	00		
	Law Fees, Upper Canada Consolidated Fund.....	80	00		
	Police, Quebec.....	2,257	33		
	Legislation.....	25,396	59		
	Lighthouses and Coast Service.....	13,877	63		
	Militia and Enrolled Force.....	149,367	57		
	Miscellaneous.....	8,619	62		
	Ocean and River Steam Service.....	56,450	00		
	Public Works.....	5,611	54		
	do Special Account.....	4,301	37		
	Post Office Department.....	41,217	82		
	Penitentiary.....	26,282	87		
	Public Works and Buildings.....	666	80		
	Rent and Repairs.....	3,383	74		
	Roads and Bridges.....	2,914	39		
	Revenue from Public Works.....	27,260	32		
	Steamboat Inspection Fund.....	207	05		
	Provincial Debentures, 9 Vic., cap. 66.....	1,840	00		
	do Lake St. Peter.....	8,000	00		
	Interest on Provincial Debentures.....	13,405	15		
	Unpaid Warrants, 1867.....	161,922	21		
	Miscellaneous.....	650	00		
					1,023,734 30
August....	Administration of Justice, East.....	7,931	29		
	do do West.....	10,115	87		
	Arts, Agriculture and Statistics.....		20	00	
	Customs Expenditure.....	3,054	97		
	Charges of Management.....	993	42		
	Crown Lands Department.....	13,041	17		
	Excise Expenditure.....	553	52		
	Education, East.....	130	85		
	Emigration.....	78	00		
	Government Buildings, Ottawa.....	41	80		
	Hospitals and Charities.....	1,647	92		
	Interest on Public Debt.....	8,773	98		
	Law Fees, Upper Canada Consolidated Fund.....	43	33		
	Lighthouses and Coast Service.....	474	83		
	Militia and Enrolled Force.....	71,092	63		
	Miscellaneous.....	665	33		
	Post Office Department.....	38,060	60		
	Penitentiary.....	3,556	52		
	Public Works.....	48	00		
	do and Buildings.....	302	10		
	Rents and Repairs.....	2,085	83		
					1,023,734 30
	Carried forward.....	162,714	96		

A (1.)

OF CANADA.

CR.

		\$	cts.	\$	cts.
1867.					
July 9	By Upper Canada Building Fund—Interest account.....	240	00		
9.....	Refund Montreal Harbour—Advance account.....	7,000	00		
19.....	do Administration of Justice, Quebec.....	87	00		
					7,297 00
Nov. 27...	do Public Works and Buildings				117 70
Dec. 12...	do Administration of Justice, Ontario.....				1,484 43
1868.					
February..	Upper Canada Building Fund.....				65,617 55
March 10.	Refund P. A. Doucet, Clerk of the Peace, Quebec.....	30	35		
	Cash Special Account.....	70	00		
	Customs Expenditure.....	1,600	00		
	Militia and Enrolled Force.....	39,057	70		
	Civil Government.....	13,992	61		
	Education, West.....	7,386	64		
					62,137 30
April 17...	Refund from Sheriff of Peel.....				72 00
May.....	Militia.....	1,159	74		
	Indian Fund.....	6,306	61		
	Upper Canada Building Fund	3,000	00		
					10,466 35
June.	Refund by J. O. Taché, Deputy Minister of Agriculture	26	75		
	Customs Revenue	92,453	32		
	Copy right Duty.....	105	08		
	Steamboat Inspection	2,200	45		
	Seizures.....	425	83		
	Tonnage Duty, Quebec.....	1,198	18		
	Water Police do	819	75		
	Passenger Duty.....	2,418	00		
	Revenue from Public Works.....	30,223	83		
	Law Fees, Consolidated Fund.....	241	99		
	Excise Revenue.....	95,514	42		
	Fines and Forfeitures	1,545	65		
	Court House, Montreal.....	373	20		
	do Aylmer.....	579	60		
	Post Office Department	148,875	81		
	Customs Expenditure.....	381	99		
	do Revenue.....	3	97		
	Seigniorial Indemnity to Townships, Lower Canada.	994	03		
	Interest on Debentures.....	36,778	43		
	Province of Canada, Currency Debentures.. .	10,640	00		
	Revenue from Public Works	35	62		
	Refund Public Works, special	62	00		
	Miscellaneous.....	956	30		
	Crown Lands Department	715	08		
	Revenue from Public Works Expenditure.....	75	60		
	Penitentiary.....	98	73		
	Law Fees, Consolidated Fund.....	2	25		
	Customs Expenditure.....	37,684	04		
	Revenue from Public Works Expenditure.....	2,832	92		
	Customs Revenue.....	1,475	00		
	Revenue from Public Works.....	376	00		
	Penitentiary Revenue.....	39	10		
	Customs Expenditure.....	60	00		
	Penitentiary Revenue.....	14,645	20		
	Refunds, Militia Revenue	2,736	34		
	Rents and Repairs.....	35	20		
	Lighthouse and Coast Service.....	183	75		
	Railway Inspection.....	452	50		
	Customs Revenue.....	120	88		
	Carried forward.....	488,274	19	147,192	33

DR.

SCHEDULE A (1).—PROVINCE

		\$	cts.	\$	cts.
1867.	Brought forward.....	162,174	96	1,023,734	30
August....	To Revenue from Public Works.....	502	09		
	Steamboat Inspection.....	284	95		
	Unpaid Warrants, 1867.....	3,239	47		
	Interest on Provincial Debentures.....	5,164	99		
September	Administration of Justice, East.....	1,932	76	171,906	46
	do West.....	10,112	18		
	Customs Expenditure.....	82	73		
	Civil Government.....	2,127	41		
	Excise Expenditure.....	109	66		
	Education, East.....	15	00		
	Government Buildings, Ottawa.....	38	00		
	Hospitals and Charities.....	335	20		
	Legislation.....	246	71		
	Lighthouses and Coast Service.....	75	00		
	Miscellaneous.....	167	22		
	Militia and Enrolled Force.....	9,842	31		
	Public Works and Buildings.....	1,852	70		
	Revenue from Public Works.....	36	50		
	Rents and Repairs.....	148	00		
	Unpaid Warrants, 1867.....	183	00		
	Interest on Provincial Debentures.....	15,786	40		
October...	Administration of Justice, East.....	1,933	67	43,090	78
	do West.....	7,019	01		
	Arts, Agriculture and Statistics.....	43	00		
	Customs Expenditure.....	1,965	56		
	Crown Lands Department.....	80	00		
	Education, East.....	231	00		
	Emigration.....	427	00		
	Militia and Enrolled Force.....	48	00		
	Miscellaneous.....	14	21		
	Post Office Department.....	2,727	92		
	Police, Quebec.....	33	75		
	Law Fees, Upper Canada Consolidated Fund.....	35	00		
	Lighthouses and Coast Service.....	75	00		
	Penitentiary.....	597	71		
	Revenue from Public Works.....	297	54		
	Rents and Repairs.....	12	40		
	Steamboat Inspection.....	100	00		
	Unpaid Warrants, 1867.....	48	04		
	Interest on Provincial Debentures.....	23,694	22		
	Province of Ontario.....	42	70		
November.	Administration of Justice, East.....	1,857	28	39,425	73
	do West.....	2,953	71		
	Arts, Agriculture and Statistics.....	48	00		
	Customs Expenditure.....	289	79		
	Excise do.....	174	90		
	Government Buildings, Ottawa.....	161	39		
	Law Fees, Upper Canada Consolidated Fund.....	10	00		
	Militia and Enrolled Force.....	2,634	27		
	Miscellaneous.....	1,097	00		
	Public Works and Buildings.....	185	51		
	Revenue from Public Works.....	1,554	50		
	Roads and Bridges.....	27	00		
	Unpaid Warrants, 1866.....	14	76		
	do 1867.....	499	59		
	Interest on Provincial Debentures.....	4,727	04		
December.	Administration of Justice, East.....	25	19	15,325	74
	do West.....	1,787	53		
	Customs Expenditure.....	24	72		
	Copy right Duty.....	505	15		
	Crown Lands Department.....	504	10		
	Carried forward.....	2,846	69	1,293,483	01

OF CANADA—Continued.

CR.

		\$ cts.	\$ cts.
1868.	Brought forward.....	488,274 19	147,192 33
June	By Unpaid Warrants, 1867	50 00	
	Customs Expenditure	331 67	
	Post Office Money Order Account.....	28,936 25	
	Fines and Forfeitures.....	58 70	
	Post Office Revenue	146,842 25	
	Ocean Postage	17,324 72	
	Public Works, special account	20,000 00	
	Post Office Expenditure.....	30,000 00	
	Common School Fund	58,000 00	
	Upper Canada Grammar School Fund.....	50,000 00	
	do Building Fund	30,000 00	
	Lower Canada Superior Education Fund.....	29,400 00	
	School Land Fund (Common).....	29,580 00	
	Upper Canada Building Fund	10,800 00	
	do Grammar School Income Fund.....	18,000 00	
	Lower Canada Superior Education Fund.....	3,600 00	
	do do do	28,784 84	
	Bank Imposts	2,317 48	
	Interest on Investments	26,939 38	
	Consolidated Fund.....	12,000 00	
	Territorial Revenue.....	15 00	
	Cullers' Fees	6,499 26	
	Excise Revenue	94,910 87	
	Law Fees, Lower Canada Consolidated Statutes, cap 93	5,853 02	
	Ontario and Quebec Suspense Account	1,214 99	
	Consolidated Fund.....	120,359 22	
	Glyn, Mills, Currie & Co., and Baring Bros., Debenture Account	3,000,807 82	
	Glyn, Mills, Currie & Co., Debenture Account.....	876,391 74	
	Baring Bros. & Co. do	461,110 26	
	Bank of Montreal do	1,946,666 66	
	Receiver-General do	3,000,000 00	
	Sinking Fund, Imperial Guarantee Loan	681,333 32	
	do Consolidated Canadian Loan.....	1,207,222 26	
	Desjardins Canal	120,263 93	
	Grand River Navigation Co.....	3,302 23	
	Grantham Academy Loan	1,702 53	
	Oakville Harbour Co.....	9,071 78	
	Tay Navigation Co	7,764 05	
	St. Lawrence Canals.....	7,431,208 04	
	Welland Canal	7,416,019 83	
	Chambly Canal and River Richelieu	437,807 83	
	Lake St. Peter.....	1,161,235 08	
	Hurlington Bay Canal.....	308,308 32	
	Ottawa Works.....	1,221,152 41	
	Harbours and Lighthouses.....	2,611,331 39	
	Improvement of the Trent.....	558,506 20	
	Roads and Bridges, Upper Canada.....	539,001 20	
	do Lower Canada.....	1,063,829 34	
	Provincial Penitentiary	136,831 02	
	Government Buildings, Ottawa	2,723,993 93	
	Custom Houses, Upper and Lower Canada.....	133,787 08	
	Post Offices do do	88,744 41	
	Miscellaneous Public Buildings, U. and L. Canada.....	149,422 25	
	do Works	1,372,636 68	
	Upper Canada Building Fund—Debenture Account.....	36,800 00	
	Grand Trunk Railway Company do	15,142,633 34	
	do do Interest Account.....	10,457,458 01	
	do do Special do	7,302 18	
	Great Western Railway Co.—Debenture Account.....	2,810,500 00	
	do Interest Account.....	1,130,747 50	
	Northern Railway Company—Debenture Account.....	2,311,666 67	
	do Interest Account.....	1,433,760 23	
	do Special do	30,976 70	
	Tug Service, below Quebec—Advance Account.....	115,810 00	
	Brought forward.....	73,519,238 05	147,192 33

Carried forward.....

73,519,238 05

147,192 33

DE.

SCHEDULE A (1).—PROVINCE

		\$ cts.	\$ cts.
1867.	Brought forward.....	2 846 69	1,293,483 01
December.	To Education, East.....	219 18	
	Law Fees, Upper Canada Consolidated Fund.....	5 00	
	Legislation.....	305 45	
	Miscellaneous.....	508 13	
	Ordnance Lands.....	91 30	
	Public Works.....	3 40	
	Revenue from Public Works.....	62 80	
	Tonnage Duty, Montreal.....	773 80	
	Unpaid Warrants, 1867.....	100 00	
	Interest on Provincial Debentures.....	8,344 57	
1868.			13,260 40
January...	Administration of Justice, West.....	385 46	
	Civil Government.....	278 90	
	Government Buildings, Ottawa.....	780 00	
	Law Fees, Upper Canada.....	25 00	
	Legislation.....	294 05	
	Miscellaneous.....	4,269 63	
	Ordnance Lands.....	597 00	
	Police, Montreal.....	110 83	
	Public Works.....	3,850 00	
	Revenue from Public Works.....	1,594 79	
	Interest on Provincial Debentures.....	10,921 75	
	Provincial Debentures, Lake St. Peter.....	800 00	
	Interest on Lower Canada Rebellion Losses.....	14 40	
February.			23,921 81
	Administration of Justice, East.....	367 50	
	do West.....	401 35	
	Crown Lands Department.....	4,516 26	
	Fines and Forfeitures.....	26 21	
	Post Office Department.....	18 00	
	Public Works.....	513 66	
	Revenue from Public Works.....	10 77	
	Rents and Repairs.....	7 55	
	Unpaid Warrants, 1866.....	200 00	
	Interest on Provincial Debentures.....	334 30	
March.....			6,395 60
	Administration of Justice, East.....	595 61	
	do West.....	376 36	
	Crown Lands Department.....	5,093 39	
	Miscellaneous.....	973 68	
	Interest on Provincial Debentures.....	138 03	
	Unpaid Warrants, 1867.....	45 00	
April.....			7,222 07
	Administration of Justice, West.....	229 34	
	do East.....	296 00	
	Agricultural Societies.....	100 00	
	Arts, Agriculture and Statistics.....	26 00	
	Crown Lands Department.....	838 54	
	Post Office Department.....	45 00	
May.....			1,534 88
	Arts, Agriculture and Statistics.....	56 00	
	Administration of Justice, West.....	40 40	
	Crown Lands Department.....	50 00	
	Post Office Department.....	135 00	
	Unpaid Warrants, 1867.....	210 00	
	Administration of Justice, East.....	101 20	
	Public Works, Special Account.....	28,410 58	
June.....			29,063 18
	Province of Quebec.....	2,767 00	
	Compensation to Seigniors, L.O.....	159 29	
	Emigration.....	3,413 10	
	Law Society, U.C.....	1,500 00	
	Sterling Debentures, Province of Canada.....	63,738,099 08	
	Provincial Debentures do.....	5,320,375 03	
	Provincial Notes.....	8,326,700 00	
	Great Western Railway, Sinking Fund.....	67,828 66	
	do do Company, Special Account.....	886 47	
	Carried forward.....	77,461,728 63	1,374,880 95

OF CANADA—Continued.

CR.

		\$ cts.	\$ cts.
1868.	Brought forward.....	73,5 9,238 05	147,192 33
June	By Montreal Harbour—Advance Account	12,950 00	
	Cataraqui Property.....	6,579 20	
	Bank of Upper Canada—Special	1,150,000 01	
	Lower Canada Superior Education Fund—Income....	230,681 46	
	Cash Account	734,487 52	
	Bank of Montreal—Note Account	5,213,000 00	
	New Coinage—Cash Account	27,739 05	
	Glyn, Mills, Currie & Co.—Dividend Account.....	15,819 05	
	Baring Bros. & Co. do	6,584 54	
	Bank of Montreal—Transfer Account	1,772 75	
	Suspense Account	92 00	
	Receiver-General's Issue Account	134,400 00	
	Specie Reserve Account	622,740 00	
	Glyn, Mills, Currie & Co.—Suspense Account	17,498 25	
	Baring Bros. & Co. do	32,783 34	
	Services, 1867	31 507 63	
	Cash Suspense Account	6,067 59	
	Consolidated Fund—Investment Account	997,666 72	
	By Balance.....		82,761,612 16
			11,602,647 53
	Carried forward		94,511,452 02

DR.

SCHEDULE A (1).—PROVINCE

		\$	cts	\$	cts.
1868.	Brought forward	77,461,	728 63	1,374,880	95
June	To Widows' Pensions and Uncommuted Stipends, U.C....	50,143	84		
	do do do L.C....	4,128	31		
	School Land Fund (Common).....	1,733,224	47		
	Upper Canada Grammar School Fund	362,769	04		
	Superior School Teachers' Fund, L.C.	2,700	88		
	Bank of Montreal, Special Account	2,600,000	00		
	Normal School Building Fund, L.C.	61,761	84		
	Upper Canada Building Fund	1,578,8	96		
	Indian Fund	1,767,528	14		
	do Special	3,778	00		
	do Suspense Account	48,804	47		
	Lower Canada Superior Education Fund.....	377,261	53		
	Compensation to Seigniors, L.C.	3,113,172	27		
	Seigniorial Indemnity to Townships, L.C.	887,057	39		
	Glyn, Mills, Currie & Co.	513,352	15		
	Baring, Bros. & Co	283,432	06		
	Law Stamps, U.C., undistributed	2	39		
	Services, 1868	50,211	95		
	Customs Expenditure	37,539	04		
	Revenue from Public Works.....	2,832	92		
	Customs Expenditure	45	00		
	Education, West.....	165	10		
	Unpaid Warrants, 1856 to 1868	3,653	99		
	Penitentiary	16,111	40		
	Revenue from Public Works.....	35	62		
	Ocean and River Steam Service	12,973	27		
	Sundry payments	34,771	20		
	Unpaid warrants, 1868	150	19		
	Interest on Public Debt	70,576	44		
	Charges of management.....	701	29		
	Interest on Debentures	1,359	45		
	Customs Revenue	10	00		
	Civil Government	9,707	49		
	Penitentiary	4,370	56		
	Hospitals and Charities.....	4,519	12		
	Public Works, miscellaneous	777	62		
	Ottawa Works	18	00		
	Harbours and Lighthouses	10,953	75		
	Government Building, Ottawa	15,803	26		
	Public Works and Buildings ..	3,124	45		
	Rents and Repairs	33,054	31		
	Roads and Bridges	7,751	49		
	Revenue from Public Works.....	3,306	95		
	Militia Expenditure.....	39,267	85		
	Customs Expenditure	940	16		
	do Revenue	50	00		
	Lighthouse and Coast Service	4,106	02		
	Fisheries ..	5,065	45		
	Consolidated Fund	15,377	24		
	Crown Seizures.....	0	50		
	Consolidated Municipal Loan Fund, L.C., Interest Account	994	03		
	Consolidated Fund	999,835	55		
	Province of Ontario	193,038	87		
	do Quebec	68,527	26		
	Post Office Revenue ..	148,875	81		
	do Expenditure	101,935	54		
	Great Western Railway, Interest Account.....	120,359	22		
	Premium and Discount.....	5,197	42		
	Public Works, Special Account.....	12,711	95		
	Customs Revenue	331	67		
	Province of Ontario	25,434	50		
	do Quebec	24,230	00		
	do do	5,354	72		
	do do	1,370	22		
	do do	7,973	25		
	Carried forward	92,696,143	46	1,374,880	95

OF CANADA—Continued.

CR.

	\$ cts.	\$ cts.
Brought forward.....	94,511,452 02
Carried forward.....	94,511,452 02

DR.		SCHEDULE A (1).—PROVINCE	
1868.	Brought forward.....	\$ cts. 92,696,143 46	\$ cts. 1,374,880 95
June.....	To Province of Ontario.....	36,167 65	
	do Quebec	579 60	
	Excise Revenue.	95,514 42	
	Municipalities Fund, U.C.....	302,553 66	
	Upper Canada Improvement Fund.....	5,119 08	
	Court-House, Montreal.....	373 20	
	Services, 1869	120 00	
			93,136,571 07
			94,511,452 02
1863.			
July 1.....	Balance		11,602,647 53
July.....	Sundries		3,032 67
August....	do		1,177 00
September	do		3,425 16
October ...	do		213 60
November.	do		90 81
December.	do		10,791 65
1869.			
January ..	Glyn, Mills, Currie & Co.....		5 00
February..	Sundries		153 75
March.....	do		8 94
April.....	do		350 34
May.....	do		8,478 05
June.....	do	1,172 42	
	Unpaid warrants, 1868-69	25 40	
	Ontario and Quebec Suspense Account	1,214 99	
	Upper Canada Building Fund.....	36,800 00	
	Lower Canada Superior Education Fund—		
	Legislative School Grant	28,494 73	
	Education East	290 10	
	Superior Education Income Fund.....	230,681 46	
	Miscellaneous works.....	7,288 05	
	Grand Trunk Railroad Debenture Account.....	15,142,633 34	
	do do Special do	7,302 18	
	do do Interest do	10 457,458 01	
	Great Western Railroad Debenture Account.....	2,810,500 00	
	do do Interest do	1,130,747 50	
	Northern Railroad Debenture Account.....	2,311,666 67	
	do Interest do	1,433,760 23	
	Montreal Harbour Co.....	12,950 00	
	Tug Service—Advance Account.....	115,810 00	
	Bank of Upper Canada	1,150,000 01	
	Cataraqui property	6,579 20	
	Ontario and Quebec Suspense Account	1,214 99	
	Public Works	27,605,989 53	
	Crown Land Surveys, Province of Ontario.....	7,074 01	
	Surveys, Province of Quebec.....	7,651 53	
	Lower Canada Superior Education Fund.....	3,600 00	
	Northern Railway, Special Interest Account.....	30,976 70	
	Customs Expenditure.....	425 00	
	Amount paid by the Improvement Fund on account of money advanced from Colonization Roads, U.C., and which should have gone to the credit of the appropriation for that service	1,913 17	
	Excise Expenditure.....	59 13	
	Glyn, Mills, Currie & Co., Suspense Account	17,498 25	
	Baring Bros. & Co. do do	32,788 34	
	Amount paid J. Damp on account of Algoma Court- House	1,600 00	
	Amount paid by Ontario, to September, 1869, on ac- count of the Canada Land Emigration Co.....	4,904 96	
			62,601,069 90
			74,231,444 40

OF CANADA—Continued.

CR.

		\$	cts.	\$	cts.
Brought forward				94,511,452	02
				<hr/>	
				94,511,452	02
<hr/>					
1868.					
Aug. 8...	By Cash Account, Refund			82	45
Sept. 17...	Colonization roads			1,931	17
<hr/>					
1869.					
Jan. 8...	Cash Account, Refund			366	56
April 8...	do do			11	25
May	Amount to be credited against outstanding balances, 30th June, 1868.....	270	00		
	2 Pawnbrokers' Licenses	120	00		
				390	00
June	Province of Quebec		55	80	
	Amount of Militia Stores charged against the Pro- vince in 1867-68—				
	Clothing and accoutrements—Public Ac- counts, Part III., page 38	259,582	95		
	Improved Fire-Arms—Public Accounts, Part III., page 40	19,068	08		
	Difference between the par value of the Consolidated Canada Loan Bonds, held in the Consolidated Fund Investment Account, from the rate at which they were entered	5,353	33		
	Great Western Railway Sinking Fund.....	67,828	66		
	do do Special Account.....	886	47		
	Amount of Debt allowed to the Province of Canada by the B. N. A. Act	62,500,000	00		
	Upper Canada Improvement Fund.....	2,845	66		
	Securities for money in deduction of the debt—				
	Northern Railway, Special Interest Account, at par	30,976	70		
	Bank of Upper Canada, at valuation.....	500,000	00		
	Amount of Ontario and Quebec Suspense Account, since charged	1,214	99		
	Customs Revenue	60	00		
	Excise do	219	11		
	Amount of Colonization Roads, L.C.....	3,127	00		
	do Expenditure for Colonization Roads, L.C.	2,565	11		
	Error in the Accounts, Marine Hospital, Quebec, brought down to credit of the Hospital on 30th June, 1866, but included in \$4,519.12, amount of balance charged to the Province as on the 30th June, 1867	120	24		
	Amount paid Lying-in-Hospital for the appropriation for which Quebec has had credit	480	00		
	Excise Revenue.....	70	21		
	Amount due Cataragui property, 1st July, 1867.....	6,584	54		
	Amount paid, 1867-68, Agricultural Instruction, Upper Canada, the appropriation for which was already charged against the debt, and credited to Ontario.....	100	00		
	Following amounts transferred—				
	Hydraulic Rents	101,784	44		
	Montreal Harbour Co.....	12,950	00		
	Roads and other securities	189,427	63		
	Gratuities to Officers of Senate	22,819	10		
	Amount paid to the Bank of Upper Canada for Com- missions and Postage	10,791	65		
By Balance.....				63,738,911	67
				10,489,769	30
				<hr/>	
				74,231,444	40

DR.

SCHEDULE A (1).—PROVINCE

		\$	cts.	\$	cts.
1869.					
July 1...	To Balance			10,489,769	30
Aug. 31...	Sundries			1,522	79
Sept. 10...	do			200	00
Oct. 31...	do			3,382	00
Nov. 20...	do		572	49	
do 30...	do		555	29	
Dec. 11...	A. Drummond, to pay Bank of Montreal balance of outstanding transactions not yet accounted for, letters of credit, &c.....		3,547	96	
	T. D Harrington, being interest from 1st July, 1865, to 1st July, 1867, on a Lower Canada Municipal Loan Fund Debenture redeemed.....		262	00	
do 14...	A. Drummond, costs, &c., incurred in prosecuting parties offending against the Tavern License Law prior to Confederation.		73	00	
					1,127 78
1870.					
Feb. 10...	Sundries		32	00	
do 20...	do		34	00	
do 28...	do		1,733	00	
Mar. 20...	do				1,799 00
April 30...	do				2,184 00
May 10...	do		811	61	423 58
do 31...	do		1,596	29	
June 30...	do		582	97	2,407 90
	Upper Canada Building Fund—In accordance with a resolution passed in the Committee, Public Accounts, on the 14th April, 1870 : On 4th May, 1869, the \$600,000, with interest, amounted to \$774,577.70, which, at 6 per cent., compounded half-yearly, would have amounted, 30th June, 1869, to..... \$1,248,486 74 Whereas the fund was credited on 30th June, 1866, with \$1,098,418 58 One year's interest, at 5 per cent..... 54,920 93 <u>1,153,339 51</u>				
	Excise Revenue		95,147	23	
	Special Accounts, Ontario and Quebec.....		881	09	
			200	00	96,811 29
1870.					10,603,510 60
July 1...	To Balance				10,504,355 49
do 9...	The Hon. G. Irvine, to pay C. Côté, contractor, new gaol, Sherbrooke, balance due him on award of Official Arbitrators.....		744	24	
do 16...	Salary for Superintendent, Sherbrooke new gaol, for November, 1857.....		60	00	
December.	Special account, Ontario and Quebec—Amount received in October, 1870, from W. Leggo				804 24
					100 00
1871.					
April 4...	Cassault, Langlois & Angers, for professional services in re M. W. Birky, before Provincial Arbitrators, connected with leased building, Quebec				50 66
May 22...	Casault, Langlois & Angers, for professional services rendered to Public Works Department, 1864 65-66				34 67
	Carried forward.....				10,505,345 06

DR.

SCHEDULE A (1).—PROVINCE

		\$ cts.	\$ cts.
1871.	Brought forward.....		10,505,345 06
June 5...	To M. A. Hearn, professional services <i>in re</i> Murphy & Quigley, contractor's new gaol, Quebec.....	193 66	
do 17...	W. H. Radenhurst, professional services in the case of Regina <i>vs.</i> McMartin.....	58 12	
do 14...	Hon. Stephen Richards do	120 58	
	Seigniorial Indemnity, Townships Interest Account—Amount written off in 1866 and 1867, by charging Seigniorial Indemnity Townships Interest Account, whilst the B. N. A. Act, framed upon the accounts as they stood in 1865-66, included the Temiscouata advance account among the assets of the Province.....	3,000 00	
	Unpaid warrant of 1862, due late Sheriff Moodie.....	36 00	
	Holt, Irvine & Pemberton, law costs in case of Crown <i>vs.</i> Tibbets <i>et al.</i> , before Confederation.....	82 73	
	Casault, Langlois & Angers, law costs in case of Crown <i>vs.</i> Tibbets <i>et al.</i> , before Confederation.....	226 73	
			3,717 82
1871.			10,509,062 88
July 1...	Balance.....		10,504,466 16
do 22...	Hugh Richardson, bill of costs for services rendered Crown in connection with the estate of James Stewart, a bastard, deceased.....		146 89
Oct. 6...	R. Macdonald, professional services on account of Fenianism and disturbances at Niagara.....	23 00 71 87	94 87
1872.			
Jan. 27...	Mary Lowman, refund of an estreated recognizance, O.C., 20th January, 1872.....		400 00
Feb. 23...	Inland Revenue Department, to pay W. H. Chagnon costs of suit in 1863 against G. A. Kemp, late Collector, District of Bedford.....		43 61
Mar. 22...	John Creighton, moiety of pay to Archibald McConaghy, for services as Overseer from 27th July, 1866, to 1st August, 1868.....		137 31
April 16...	W. Spragge, purchase money of False Duck Island, Lake Ontario, for lighthouse purposes.....		800 00
June 4...	Receiver-General, to repay C. Smith, Lods et Ventes, twice paid to Government; O.C., 1st June, 1872.....		200 00
			10,506,288 84
1872.			
July 1...	Balance.....		10,506,088 84
do 29...	Mr. Browning, refund and expenses in a payment for lands in 1823.....		964 28
			10,507,053 12
1873.			
July 1...	Balance.....		964 28
Aug. 27...	Hon. O. Mowat, compensation to Dr. Rees for injuries received in the Public Service.....		1,000 00
1874.			
Jan. 29...	Amount written off in 1866-7 by charging Seigniorial Indemnity to Townships Interest Account, whilst the B. N. A. Act, framed upon the accounts as they stood 1855-56, included the Temiscouata Advance Account amongst the assets of the Province.....	4,275 00	
	Less this amount, already charged.....	3,000 00	
			1,275 00
	Carried forward.....		3,239 28

OF CANADA—Continued.

CR.

		\$	cts.	\$	cts.
	Brought forward.....			10,509,062	88
1871.				10,509,062	88
July 24....	By H. Bernard, Deputy Minister of Justice, Ottawa, in <i>re</i> Stewart, a bastard and intestate.....		200		00
	By Balance			10,506,688	84
				10,506,888	84
1873.				10,506,888	84
May 23....	By this amount of debt transferred in accordance with the preamble of the Act 36 Vic., cap. 30.....			10,506,088	84
	Balance		964		28
				10,507,053	12
1874.					
June 30....	By Balance.....			4,625	94
	Carried forward.....			4,625	94

DR.		SCHEDULE A (1).—PROVINCE	
		\$ cts.	\$ cts.
1874.	Brought forward		3,239 28
April 9...	To Receiver-General, to pay Col. Gagy interest on \$1,780, amount deducted from Seigniori Gros Bois West, from 1st July, 1863, to 1st July, 1874		427 20
May 5...	Department of Interior, credit cheques to make refunds. Account of Ordnance Lands.....		211 86
June	Amount paid Col. Gagy, 1st April, 1874, interest on \$1 780 "Quint" deducted from Seigniori Gros Bois West, from 1st July, 1863, to 1st July, 1874.		747 69
1874.			4,625 94
July 1...	To Balance.....		4,625 94
Aug. 5...	Robt. Skead, refund of 6 months rent of mill lots 123 and 124, Hog's Back, May, 1881.....		406 00
1875.			
March 5...	Cash paid J. Thompson, for tobacco improperly seized in 1852.....		100 00
June	Cash paid C Baillairgé, in full of all claims for services in <i>re</i> Architects and Contractors for the Public Buildings, Ottawa, before special arbitration in 1865.....		650 00
			5,781 94
1875.			
July 1...	To Balance.....		5,781 94
1876.			
April 26...	Payments made to J. T Nudel, for 60 certificates in connection with criminal justice prior to Confederation	60 00	
	Payments made to Mrs. Cameron, for timber dues incorrectly paid by her late husband prior to Confederation.....	230 00	
			340 00
May 16...	Paymen's made in July, 1875, to Lt.-Col. Denison, <i>re</i> propeller "Georgian"	2,421 95	
do 18...	Payment made to Lt.-Col. Denison, balance of claim against late Province of Canada, for seizure of steamer "Georgian"	1,937 55	
			4,359 50
1876.			10,481 44
July 1...	To Balance.....		9,185 93
do 14...	Payment to Edson and Rand, St. Alban's, Vt., for services rendered in the case of the arrest and detention of Henry Martin, a fugitive from justice, in October, 1863.....		100 00
Nov. 3...	Payment to Bank of Montreal, to cover a cheque drawn by the Crown Lands Department in 1866		31 37
1877.			
Jan. 31...	Transfer to the Indian Department, being value of lands considered to be clergy reserves, Township of Tyendinaga, but found to belong to the Mohawk Indians		8,051 45
Feb. 20...	Payment to R. R Shannon, Deputy Marshal, district of Vermont, for services rendered in the case of the arrest and detention of Henry Martin, a fugitive from justice, 18th October, 1863		90 50
May 16 ..	Receiver-General, to pay the representatives of Thos Bick, lock-keeper, Bobcaygeon Lake.....		50 00
			17,509 25

OF CANADA—Continued.

CR.

		\$ cts	\$ cts.
	Brought forward		4,625 94
1875.			4,625 94
June 30....	By Balan. e.....		5,781 94
			•
			5,781 94
1876.			
June	By Following sums transferred from Ontario and Quebec Special Account, being incorrectly credited to that account in previous years:—		
do	Refund Temiscouata Advance Account, 1870.....	20 00	
	Refund seed grain, L.C., 1870-71.....	80 00	
	Following amount too much, charged on account of the capital of the Township Seigniorial Indemnity Fund	1,195 51	
	Balance		1,295 51
			9,185 93
			10,481 44
1877.			
May 3	By Refund of certificate No. 3349, issued 10th April, 1876, in favor of Thos. Bick.....		50 00
June 21....	Amount deposited by Chas. Magrath, on account of the indebtedness of the late Robt. Stanton.		3,050 08
	Balance.....		14,409 17
			17,509 25

DR.

SCHEDULE A (1).—PROVINCE

		\$ cts.	\$ cts.
1877.			
July 1...	To Balance		14,409 17
Sept. 1...	Payment to James Tibbits on account of timber license claim on disputed territory between old Province of Canada and New Brunswick.....		6,533 92
Dec. 7...	Payment to Hon. P. Winter, Executor of the late E. Martel, a Crown Land cheque dated 30th June, 1866.....		4 02
1878.			
Jan. 2...	Transfer to Indian Funds, of lands sold in 1862, and credited in error to Crown Lands Revenue, together with interest thereon.....		189 14
Mar. 20...	Payment to the representatives of the late Thos. Bick, Lockmaster, Bobcaygeon, salary from 1st April to 31st May, 1866		33 33
May 10...	Payment to B. Beveridge on account of timber license claim on disputed territory between the old Province of Canada and New Brunswick.....		166 70
June —...	Payment to John Emerson on account of timber license claim on disputed territory between the old Province of Canada and New Brunswick.....		83 33
			21,419 61
1878.			
July 1...	To Balance		21,419 61
do 18...	Payment to C. Tessier for $\frac{3}{4}$ of 9 years' rent of Protestant Burial Ground, Quebec		501 30
Oct. 2...	Payment to Edouard LeMoine of $\frac{3}{4}$ capital indemnity, droit de corvée seigniorie Nicolas Rioux.....	8,908 34	
do 2...	Payment to Edouard LeMoine, in full, of all arrears since schedule	2,000 00	
Nov. 22...	Payment to R. G. Sewell <i>et al.</i> , for damages to lands by construction of Cornwall Canal		10,908 34
1879.			
June 24...	Payment to Robert Skead for interest on amount paid by him in 1861 for hydraulic lots, Hog's Back, Rideau Canal.....		2,734 22
			148 19
			35,711 66
1879.			
July 1...	To Balance.....		34,831 09
Sept. 30...	J. Glazier, amount returned by O.C., 30th August, 1877, disputed territory claims between New Brunswick and Province of Canada.....		2,441 65
1870.			
Feb. 18...	Rev. B. Paquet, seigniorial dues on site of Quebec Custom House.....		117 35
June 17...	D. O'Connor, costs, <i>re Belleau vs. Regina</i>		335 00
			37,725 09
1880.			
July 1...	To Balance.....		37,225 09
Dec. 31...	Amounts charged to this account in accordance with Orders in Council of the 21st March, 1874, and 7th and 25th October, 1876, on account of the following Seigniories:—		
	Grosse Bois.....		1,780 00
	Rivière du Sud.....		778 94
	Payment to L. R. Church for professional services, Belleau vs. Regina.....		720 00
	Payment to D. O'Connor for professional services, Rescue Co. vs. Regina.....		47 40
	Transfer of balance of Widows' Pensions Account....		502 90
	Amount of land sold as Clergy Land which was properly Indian Land.....		44 85
			41,099 18

DR.

SCHEDULE A (1).—PROVINCE

		\$	cts.	\$	cts.
1881.					
July 1...	To Balance.....			41,064	48
do 11...	Payment to L. R. Church for professional services, Belleau vs. Queen.....			1,460	00
Sept. 31...	James Tibbits, for amount hitherto retained from him, awaiting adjustment of the claim of the Province of Quebec against him			453	56
Nov. 18...	Payment of Bompas, Bischoff & Co., for deposit in court, Belleau vs. Queen			1,460	00
Dec. 30...	F. Langlier, for professional services, Belleau vs. Queen.....			1,002	55
				45,440	59
1882.					
June 30...	To Balance.....			44,937	69

OF CANADA—*Concluded.*

CR.

		\$	cts.	\$	cts.
1882.					
	By Amount received from Treasurer of Ontario, amount charged last year for transfer of balance of Widows' Pensions Account.....			502	90
June 30....	Balance.....			44,937	69
				45,440	59

DR.

SCHEDULE A (2).—PROVINCE

1887.		\$	cts.	\$	cts.
July 31....	To amounts paid for the following services:—				
	Administration of Justice.....		18 00		
	Education	201,000	00		
	Civil Government.....	3,134	83		
	Crown Lands Department.....	1,517	93		
	Hospitals and Charities.....	13,026	88		
	Penitentiary.....	500	00		
	Removal to Toronto	9,641	74		
				228,839	338
Aug. 31 ..	Education.....		841 67		
	Administration of Justice.....		2,321 45		
	Hospitals and Charities.....		12,503 67		
	Crown Lands Department.....		14,993 83		
	Miscellaneous.....		1,301 25		
	Public Works.....		4,868 67		
	Penitentiary.....		3,167 55		
	Removal to Toronto		90 00		
	Rents and Repairs.....		25 00		
				40,118	09
Sept. 30 ...	Administration of Justice.....		1,492 69		
	Crown Lands Department.....		8,361 67		
	Education.....		13,341 67		
	Hospitals and Charities.....		10,455 10		
	Legislation.....		947 42		
	Miscellaneous.....		1,138 75		
	Public Works.....		4,944 57		
	Penitentiary.....		2,690 70		
	Rents and Repairs.....		25 00		
				43,897	57
Oct. 31....	Administration of Justice.....		7,769 97		
	Agricultural Societies		45,619 17		
	Civil Government.....		750 00		
	Crown Lands Department.....		5,349 19		
	Education		841 66		
	Hospitals and Charities.....		9,947 80		
	Legislation.....		7,072 37		
	Law fees, Consolidated Statutes, Cap. 12.....		100 00		
	Miscellaneous.....		913 33		
	Removal Expenses.....		402 00		
	Penitentiary.....		2,818 19		
	Public Works.....		7,564 86		
				89,148	54
Nov. 30....	Administration of Justice		8,871 02		
	Arts, Agriculture and Statistics		2,000 00		
	Civil Government.....		293 48		
	Education.....		841 67		
	Hospitals and Charities.....		10,979 02		
	Law fees, Consolidated Statutes, Cap. 12.....		15 00		
	Legislation.....		12,751 09		
	Penitentiary		3,288 75		
	Public Works.....		8,371 70		
	Rents and Repairs		50 00		
				47,461	73
Dec. 31....	Administration of Justice.....		13,754 83		
	Agricultural Societies.....		4,105 50		
	Civil Government.....		30 09		
	Crown Lands Department.....		694 44		
	Carried forward			18,584	66
				448,960	31

OF ONTARIO.

CR.

1887.	\$ cts.	\$ cts.
Oct. 31 By Capt. Scott		42 70
Carried forward.....		42 70

DR.

SCHEDULE A (2).—PROVINCE

		\$	cts.	\$	cts.
1867.	Brought forward	18,584	66	448,960	31
Dec. 31...	To Amounts paid for the following services :—				
	Education	42,735	67		
	Hospitals and Charities.....	9,991	73		
	Legislation	5,657	71		
	Miscellaneous	352	99		
	Law fees, Consolidated Fund	10	00		
	Public Works	437	56		
	Reformatories	4,103	84		
	Rents and Repairs	611	70		
	Removal	264	00		
				82,749	86
1868.					
Jan. 31...	Administration of Justice.....	6,239	97		
	Education	841	66		
	Hospitals and Charities	2,562	98		
	Legislation	430	64		
	Miscellaneous	900	00		
	Public Works	2,865	34		
	Rents and Repairs	25	60		
				1,365	59
Feb. 29...	Administration of Justice.....	2	29		
	Legislation	93	10		
	Public Works	176	00		
	Rents and Repairs	25	00		
	Woods and Forests	329	81		
				626	20
Mar. 31...	Government Buildings, Toronto	116	00		
	Public Works	549	02		
	Legislation	665	31		
	Woods and Forests	152	81		
				1,483	14
April 30...	Woods and Forests	563	29		
	Legislation	9	72		
	Public Works	34	50		
				607	51
May 31...	Legislation.....	124	08		
	Public Works	151	45		
	Province of Ontario	1,144	33		
	Public Works	1,170	93		
				2,590	77
June 30...	Law Society, U.C.	1,500	00		
	Province of Quebec.....	100	00		
	Woods and Forests	152	81		
	Penitentiary	208	79		
	Public Works	913	80		
				2,875	40
	Unpaid warrant, 1868.....			152	81
	Unpaid cheques, Education Department, Ontario.....			165	10
	Amount of interest credited U. C. Grammar School			18,000	00
	Income Fund.....			130,000	00
	Amount paid on account of subsidy			946,056	39
	Balance			1,648,133	08

OF ONTARIO—Continued.

CR.

		\$	cts.	\$	cts.
1868.					
July 1...	By Balance			946,056	39
1869.					
June 30...	Penitentiary			75	08
	Amount short credited for subsidy in 1867-68.....			10,000	00
	One year's interest, to 30th June, 1868, at 5 per cent. on \$36,800 for debenture, deducted from balance due 1st July, 1869, to Upper Canada Building Fund.....	1,840	00		
	One year's interest, to 30th June, 1869, at 5 per cent., on \$1,472,391.41, balance at credit of Upper Canada Building Fund.....	73,619	57		
	One year's interest, to 30th June, 1869, at 5 per cent., on \$312,769 04, balance at credit of Upper Canada Grammar School Fund.....	15,638	45		
	Crown Lands Surveys			91,098	02
	Interest on Upper Canada Building Fund, for year ended 30th June, 1868.....	73,619	57	7,074	01
	Interest on Upper Canada Grammar School Fund, for one year ended 30th June, 1868.....	15,638	45		
	Interest on Upper Canada Building Fund, to 30th June, 1869.....	73,619	57		
	Interest on Upper Canada Grammar School Fund.....	15,638	45	89,258	02
	Amount repaid by the Improvement Fund on account of money advanced from Colonization Roads, Upper Canada, and which would have gone to the credit of the appropriation for that service....			1,913	17
	Half year's interest on Trust Fund, due 1st January, 1868:—				
	Upper Canada Building Fund.....	36,809	78		
	Upper Canada Grammar School Fund.....	7,819	22		
	One year's interest on Trust Funds, due 1st January, 1869:—			44,629	00
	Upper Canada Building Fund.....	73,619	57		
	Upper Canada Grammar School Fund.....	15,638	45		
	Ontario and Quebec Special Account.....			89,258	02
	Algoma Court House.....			56,312	57
	Amount paid by Province of Ontario, to September, 1869, on account of the Canada Land and Emigration Company.....			1,800	00
	Balance			4,904	96
				2,170,604	95
				3,602,043	09
1869.					
Dec.	By Half year's interest, due 1st July, 1869, on Trust Funds:—				
	Upper Canada Building Fund.....	36,809	78		
	Upper Canada Grammar School Fund.....	7,819	22		
	Half year's interest on Trust Funds, due 1st January, 1870:—			44,629	00
Feb.	Upper Canada Building Fund.....	36,809	78		
	Upper Canada Grammar School Fund.....	7,819	22		
1870.					
June 30...	By Difference between 2½ years' interest on \$1,248,486.74, at 6 per cent., and \$1,153,339.51, at 5 per cent....			43,105	47
	Balance			3,447,348	29
				3,579,711	86

DR.

SCHEDULE A (2)—PROVINCE

		\$	cts.	\$	cts.
1870.					
July 1...	To Balance.....			3,447,348	29
do 6...	Approximate 6 months' Subsidy, to 31st Dec., 1870...			523,426	46
Sept. 17...	Marriage Licenses	34,555	00		
	Law Stamps.....	2,899	05		
	Law Fees.....	200	00		
				87,654	05
Nov. 17...	On account of Subsidy.....			50,000	00
1871.					
Jan. 5...	do to 30th June, 1871.....			500,000	00
June	Maintenance of Lunatics, Rockwood Asylum, 1869-70.....			11,196	03
	do 6 months, 31st Dec., 1870.....			21,527	78
	do do 30th June, 1871..			20,990	36
				4,612,142	97
1871.					
July 1...	To Balance.....			4,522,884	97
do 7...	Subsidy payable, 1st July, 1871.....			520,000	00
Oct. 13...	Draft in favor of American Bank Note Co., for Law Stamps supplied in 1868-69.....			612	73
Dec. 7...	Marriage Licenses, year ended 30th June, 1871, as per Thos. Ross' account, to 12th July, inclusive.....			35,466	00
1872.					
Jan. 3...	On account of Subsidy, due 1st Jan., 1872.....			520,000	00
Feb.	Maintenance of Patients, Rockwood, for 6 months ended 31st Dec., 1871.....			21,925	36
June	Unpaid Warrants.....			20,488	79
do	Maintenance of Patients, Rockwood, for 6 months ended 30th June, 1872.....			22,509	35
				5,663,887	20
1872.					
July 1...	To Balance.....			5,554,140	41
do 3...	On account of Subsidy.....			520,000	00
Dec.	Marriage Licenses.....			35,361	00
1873.					
Jan. 4...	On account of Subsidy			500,000	00
June	Maintenance of Patients, Rockwood Asylum, for year ended 30th June, 1873.....			48,593	50
				6,658,094	91
1873.					
July 1...	To Balance.....			6,568,693	91
do 3...	Subsidy due 1st July, 1873			666,784	71
Nov. 13...	Marriage Licenses, 1872-73.....			41,057	00
1874.					
June	Maintenance of Patients, Rockwood Asylum, year ended 30th June, 1874.....			51,772	60
				7,328,308	22
1874.					
July 1 ..	To Balance.....			6,620,466	51
1875.					
June	Maintenance of Patients, Rockwood Asylum, for year 1874-75.....			52,089	10
	Half cost of Ballot Boxes supplied to constituencies in Ontario—Elections	412	63		
	Ballot Boxes.	137	01		
				549	64
				6,673,105	25

OF ONTARIO—Continued.

CR.

		\$	cts.	\$	cts.
1870.					
Dec	By Half-year's interest on Trust Funds—				
	U. C. Building Fund.....	36,809	78		
	U. C. Grammar School Fund.....	7,819	22		
				44,629	00
Jan	Half-year's interest on Trust Funds—				
	U. C. Building Fund.....	36,809	78		
	U. C. Grammar School Fund.....	7,819	22		
	Balance.....			44,629	00
				4,522,884	97
				4,612,142	97
1871.					
Oct	By Half-year's interest on Trust Funds, to 1st July, 1871.....			44,629	00
1872.	do do 1st Jan., 1872.....			44,629	00
Feb	Municipalities Fund, U.C.....			20,488	79
June	Balance.....			5,554,140	41
				5,663,887	20
1872.					
Nov.....	By Half-year's interest on Trust Funds, due 1st July, 1872.....			44,629	00
1873.					
June.....	Error in twice charging maintenance of patients in Rockwood Asylum for year ended 30th June, 1873.....				143 00
	Interest on Trust Funds for half-year ended 1st January, 1873.....			44,629	00
	Balance.....			6,568,693	91
				6,658,094	91
1873.					
December.	By Interest on Local Trust Funds for one-half year ended July 15, 1873.....			44,629	00
1874.					
April.....	Subsidy account Ontario and Quebec.....			622,155	71
June.....	Amount paid 12th November, 1873, charged Province of Ontario instead of Special Accounts, Ontario and Quebec, on account of Marriage License Fund.....			41,057	00
	Balance.....			6,620,466	51
				7,328,308	22
1875.					
June 30....	By Balance.....			6,673,105	25
				6,673,105	25

DR.

SCHEDULE A (2).—PROVINCE

		\$	cts.	\$	cts.
1875.					
July 1....	To Balance.....			6,673,	105 25
do 31....	Payment to Col. G. T. Denison, per O. in C., 15th July.....			2,421	95
1876.					
April 10....	Ballot boxes Lincoln and Niagara elections.....			26	00
June.....	Maintenance of local patients, Rockwood Asylum, year ended 30th June, 1876.....			51,644	68
	Paid for advertising in sundry newspapers for a Professor of Mathematics for the University of Toronto...£15 9s. 4d.				
	H. M. Record Office, for sundry publications for Provincial Secretary.....£ 4 3s. 6d.				
				£19 12s. 10d.	
					95 59
1876.					
July 1.....	To Balance.....			6,727,	293 47
1877.					
April 6....	Payment to the heirs of the late Lieut. D. Murray, compensation for claim against the late Province of Canada.....			1,000	00
do 28....	Payment to Alex. Yuill, for logs lost before Confederation.....			1,000	00
May 25....	Payment to Mrs. Isabella Anderson, in full of all demands against Ontario.....			500	00
June.....	Maintenance of lunatics, Rockwood Asylum, for year ended 30th June, 1877.....			48,495	20
	Purchase money Rockwood Asylum.....	96,500	00		
	Cost of chattels.....	13,878	91		
				110,378	91
1877.					
July 1.....	To Balance.....			6,833,	960 63
1878.					
May 18....	Payment Hon. John Simpson, claim against the late Province of Canada, of which the share of Ontario has been admitted by O. in C., Province of Ontario, 16th May, 1878.....			2,000	00
do 29....	Spiritual service to Protestant labourers on the Beauharnois Canal.....			600	00
				6,836,	560 63
1882.					
July 1.....	To Balance.....			6,740,	060 63

OF ONTARIO—*Concluded.*

CR.

		\$	cts.	\$	cts.
1875.					
Aug. 10...	By Treasurer of Ontario			28,000	00
1876.					
May 16...	Refund of payment made to Lt.-Col. Denison, re propeller "Georgian"			2,421	95
June	Part payment of maintenane of patients at Rockwood			28,195	00
	Balance			6,672,676	52
<hr/>					
1877.				6,727,293	47
<hr/>					
June 30...	By Balance			6,833,960	63
<hr/>					
1878.				6,833,960	63
<hr/>					
Feb. 20...	By Cash on account of purchase Rockwood Asylum			96,500	00
June 30...	Balance			6,740,060	63
<hr/>					
				6,836,560	63
<hr/>					

DR.

SCHEDULE A (3).—PROVINCE

1867.		\$	cts.	\$	cts.
July 31.....	To amounts paid for the following services :—				
	Administration of Justice.....	11,914	00		
	Civil Government	2,577	41		
	Crown Lands Department	163	00		
	Hospitals and Charities.....	1,500	00		
	Education.....	20,090	00		
	Penitentiary	500	00		
	Public Works	1,068	49		
	Removal to Quebec.....	8,584	50		
	Wolf Certificates	30	00		
				46,336	40
Aug. 31....	Administration of Justice.....	22,613	07		
	Crown Lands Department	4,427	93		
	Education.....	50,773	72		
	Hospitals and Charities.....	2,147	39		
	Miscellaneous.....	870	60		
	Public Works	2,635	96		
	Penitentiary.....	1,179	34		
	Police.....	382	32		
	Rents and Repairs.....	254	60		
	Wolf Certificates.....	70	00		
				85,354	93
Sept. 30....	Administration of Justice.....	9,776	26		
	Crown Lands Department.....	5,223	79		
	Removal Expenses.....	390	00		
	Hospitals and Charities.....	11,241	15		
	Legislation.....	800	00		
	Miscellaneous.....	839	58		
	Police	357	18		
	Public Works.....	3,036	95		
	Penitentiary	766	58		
	Rents and Repairs.....	995	83		
	Wolf Certificates.....	50	00		
				32,977	22
Oct. 31....	Administration of Justice.....	24,890	23		
	Agricultural Societies	46,279	30		
	Civil Government	250	00		
	Crown Lands Department.....	5,022	03		
	Education.....	16,340	39		
	Hospitals and Charities.....	12,726	72		
	Legislation	6,689	57		
	Rents and Repairs.....	1,111	10		
	Penitentiary.....	4,073	68		
	Police.....	220	16		
	Public Works.....	3,239	06		
	Roads and Bridges.....	2,767	00		
	Removal Expenses.....	1,395	99		
	Wolf Certificates.....	90	00		
				126,095	22
Nov. 30....	Administration of Justice.....	27,283	75		
	Crown Lands Department	10,344	79		
	Education.....	481	00		
	Hospitals and Charities.....	11,509	02		
	Legislation	6,085	84		
	Police	221	16		
	Penitentiary.....	3,798	00		
	Public Works	1,051	78		
	Rents and Repairs.....	515	96		
	Removal Expenses	58	00		
	Wolf Certificates	130	00		
				61,678	21
Dec. 31....	Administration of Justice.....	12,122	02		
	Crown Lands Department.....	5,925	59		
	Education.....	58,000	00		
	Hospitals and Charities.....	2,976	24		
	Legislation	2,481	50		
	Carried forward.....	61,716	21	362,442	00

OF QUEBEC.

CR.

1867.	\$ cts.	\$ cts.
Nov. 30... By Refund Administration of Justice.....		16 16
Carried forward.....		16 16

DR.		SCHEDULE A (3).—PROVINCE	
		\$ cts.	\$ cts.
1867.	Brought forward.	81,716 21	362,442 09
Dec. 31...	To Law Stamps	40 00	
	Police.....	220 18	
	Public Works.....	1,559 56	
	Miscellaneous.....	102 96	
	Reformatories.....	2,493 49	
	Rents and Repairs.....	232 65	
	Removal.....	383 40	
	Wolf Certificates.....	110 00	
1868.			86,858 45
Jan. 31...	Administration of Justice.....	2,068 67	
	Civil Government.....	250 00	
	Hospitals and Charities.....	481 83	
	Legislation.....	1,209 15	
	Police.....	110 82	
	Penitentiary.....	768 58	
	Public Works.....	820 57	
	Rents and Repairs.....	1,111 10	
Feb. 29...	Administration of Justice.....	13 88	
	Legislation.....	204 70	
	Public Works.....	1,026 73	
	Woods and Forests.....	329 81	
March 31...	Administration of Justice.....	45 00	
	Woods and Forests.....	152 81	
	Legislation.....	688 48	
April 30...	Woods and Forests.....	563 28	
	Legislation.....	60 10	
May 31...	Legislation.....		623 38
June 30...	Woods and Forests.....	152 81	42 11
	Penitentiary.....	50 55	
	Unpaid Warrants.....	280 31	
	This amount refunded by O. E. Belle, on account of Cullers to Quebec instead of to the Dominion....	474 75	
	This amount of Cullers' Fees deposited to credit of Quebec instead of the Dominion.....	23,873 81	
	Payments on account of Subsidy.....	460,000 00	
	To Balance.....		484,832 23
			251,793 47
1868.			1,195,853 86
Aug. 31...	To Sundries.....		111 92
Oct. 31...	do.....		260 00
1869.			
June 30...	Hospitals and Charities.....	4,000 00	
	Province of Canada.....	55 80	
	Interest on Public Debt.....	33,409 02	
	For this amount credited former account in accounts 1867-8, now reversed.....	959,252 80	
	L. C. Superior Education Fund, for this amount credited former account in accounts of 1867-8, now reversed.....	7,462 40	
	Amount of Expenditure for Colonization Roads.....	2,565 11	
	Amount paid Lying-in-Hospital for the appropriation for which Quebec has had credit.....	480 00	
	Paid Colonization Roads, credited Province.....	3,127 00	
	Payments on account of Subsidy.....	984,949 26	
			1,995,301 39
			1,995,663 31

OF QUEBEC—Continued.

CR.

		\$	cts.	\$	cts.
1867.	Brought forward			16	16
Dec. 31...	By Refund—Administration of Justice			48	48
1868.					
May 31...	Administration of Justice			210	00
June 30...	Province of Canada	2,767	00		
	do Ontario	100	00		
	Legislation	8	32		
	Police	62	00		
	Ontario and Quebec Suspense Account	2,045	96		
	Rents and Repairs	983	29		
	Penitentiary	50	55		
	Province of Canada	68,527	26		
	do	24,230	00		
	do	5,354	72		
	do	1,370	22		
	Crown Lands Department	46,680	60		
	Province of Canada	7,973	25		
	do	579	60		
	Excise Revenue.....	18,743	28		
	Consolidated Fund	7,462	40		
	Education	1,000	00		
	Law Stamps, Lower Canada	46,880	97		
	Hospitals and Charities.....	148	30		
	Penitentiary	1,358	70		
	Consolidated Fund.....	959,252	80		
				1,195,579	22
1868.				1,195,853	86
July 1...	By Balance			251,793	47
1869.					
June 30...	Unpaid Warrants.....		75	00	
	Interest for one year to 30th June, 1868, at five per cent. on \$259,466.29, amount deducted from balance due 1st July, 1867, to L. C. Superior Education Fund now retransferred to that account.....	12,973	31		
	Interest for one year to 30th June, 1869, at five per cent. on \$408,714.25, balance at credit of L. C. Superior Education Fund	20,435	71		
	This amount expended on surveys before Confederation.....	7,651	53		
	L. C. Superior Education Fund	10,307	86		
	do do	20,615	71		
	Salary to Mr. Verret, Manager of Quebec Fire Loan...	250	00		
	Balance			72,309	12
				1,671,560	72
				1,995,663	31

DR.

SCHEDULE A (3).--PROVINCE

		\$	cts.	\$	cts.
1869.					
July 1...	To Balance			1,671,560	72
do 31...	Payments on account of Subsidy			479,626	40
Dec. 31...	Payment Bank of Montreal, balance of outstanding transactions not yet accounted for.....			169	14
1870.					
Jan. 30...	Old Letter of Credit cheques improperly handed over to Education Office, Quebec		26 00		
	Cash, Account of Subsidy.....	380,000	00	380,026	00
				2,531,322	26
1870.					
July 1...	To Balance			2,510,231	79
do 31...	Cash, Account of Subsidy.....			390,000	00
1871.					
Jan. 31...	do do			400,000	00
				3,300,231	79
1871.					
July 1...	To Balance			3,279,616	07
do 31...	Cash, Account of Subsidy.....			400,000	00
1872.					
Jan. 31...	do do			400,000	00
June 30...	Maintenance of patients, Rockwood Asylum, from the 1st July, 1867, to 30th June, 1872.....			3,617	95
				4,083,234	02
1872.					
July 1...	To Balance			4,052,951	20
do 31...	Cash, Account of Subsidy.....			400,000	00
1873.					
Jan. 31...	do do			25,000	00
Feb. 28...	do do			375,000	00
June 30...	Maintenance of patients, Rockwood Asylum, for the year ended 30th June, 1873			1,135	75
				4,854,086	95
1873.					
July 1...	To Balance			4,822,635	59
do 31...	Cash, Account of Subsidy.....			507,356	06
1874.					
June 30...	Two years' interest to 5th July, 1874, on Montreal Turnpike Trust Debentures.....			14,400	00
	Maintenance of prisoners in Rockwood Lunatic Asylum, for year ended 30th June, 1874.....			1,001	00
				5,345,392	65
1874.					
July 1...	To Balance			4,812,119	77
1875.					
Jan. 31...	Seigniorial Indemnity to Townships	1,187	58		
	Half year's interest, Montreal Turnpike Trust Debentures	3,600	00	4,787	58
	Carried forward			4,816,907	35

OF QUEBEC—Continued.

CR.

		\$ cts.	\$ cts.
1869.			
Dec. 31...	By half year's interest L. C. Superior Education Fund.....		10,307 86
1870.			
Feb. 28...	do do do		10,307 86
June 30...	Cullers' Fees twice charged in 1869.....		474 75
	Balance		2,510,231 79
			<hr/>
			2,531,322 26
1870.			
Dec. 30...	By half year's interest on Trust Funds.....		10,307 86
1871			
Jan. 31...	do do		10,307 86
June 30...	Balance.....		3,279,616 07
			<hr/>
			3,300,231 79
1871.			
Aug. 31...	By Amounts of interest due sundry Municipalities on account of Seigniorial Indemnity to Townships in Lower Canada, to be applied by Province to their indebtedness to the Municipal Loan Fund, Lower Canada		9,667 10
Oct. 31...	Half year's interest on Trust Funds.....		10,307 86
	do do		10,307 86
1872.			
June 30...	Balance		4,052,951 20
			<hr/>
			4,083,234 02
1872.			
Aug. 31..	By Amount of interest due sundry Municipalities on account of the Seigniorial Indemnity to Townships, Lower Canada, to be applied by the Province to their indebtedness to the Municipal Loan Fund, Lower Canada		10,835 64
Nov. 30...	Half year's interest on Trust Funds		10,307 86
1873.			
June 30...	do do		10,307 86
	Balance.....		4,822,635 59
			<hr/>
			4,854,086 95
1873.			
July 31...	By Amount of Seigniorial Indemnity		10,839 00
Aug. 31...	do do		677 81
Dec. 31...	Half year's interest on Trust Funds		10,307 86
1874.			
April 31...	Subsidy Account, Ontario and Quebec.....		497,048 20
June 30...	Cash, Refund.....		14,400 00
	Balance		4,812,119 77
			<hr/>
			5,345,392 65
July 21...	By Amount of interest due sundry Municipalities on account of Seigniorial Indemnity to Townships, L. C.....		10,395 01
Aug. 31...	For capital of Indemnity due to certain Townships... ..	179,208 94	
	Interest on the same and payable to Province of Quebec, on account of their indebtedness to the Municipal Loan Fund of Lower Canada.....	379 51	
			<hr/>
			179,606 45
	Carried forward		<hr/>
			190,001 46

DR.

SCHEDULE A (3).—PROVINCE

		\$ cts.	\$ cts.
1875.	Brought forward.....		4,816,907 35
June 30...	Maintenance of prisoners, Rockwood Lunatic Asylum, for the year end d 30th June, 1875.....	1,001 00	
	Share of cost of ballot-boxes.....	1,864 24	
			2,866 24
			4,819,773 59
1875.			
June 1...	To Balance.....		4,624,510 61
1876.			
July 30...	Maintenance of patients in Rockwood Asylum, to 30th June, 1876.....		850 28
			4,625,361 59
1876.			
July 1...	To Balance.....		4,625,361 59
Dec. 31...	One year's interest on Montreal Turnpike Trust Bonds, to 31st December, 1876.....		7,200 00
1877.			
June 30...	Maintenance of patients in Rockwood Asylum for the year.....		956 65
			4,633,518 24
1877.			
July 1...	To Balance.....		4,629,918 24
	One year's interest on Montreal Turnpike Trust Bonds Payment of P. A. T. Denys de la Ronde, being two- fifths of the arrears due on account of rent of the Protestant burial ground, Quebec, to 1877, in- clusive.....		7,200 00
			334 17
			4,637,452 41
1878.			
July 1...	To Balance.....		4,630,240 94
	One year's interest on Montreal Turnpike Trust De- bentures.....		7,200 00
	Payment to late Hon. John Simpson, on account of his claim for damages to property at Niagara....		1,600 00
	C. Tessier, for twelve months ground rent on Quebec Protestant burying ground.....		55 85
			4,639,096 79
1879.			
July 1...	To Balance.....		4,631,896 79
	One year's interest, Montreal Turnpike Trust Debentures.....		7,200 00
	C. Tessier, one year's ground rent, Protestant Cemetery.....		55 80
			4,639,152 59
1880.			
July 1...	To Balance.....		4,631,952 59
	One year's interest Montreal Turnpike Trust Debentures.....		7,200 00
	Cyrille Tessier, one year's rent, Protestant Cemetery.....		55 80
	P. T. D. De la Ronde, three years' rent of land in Quebec.....		111 39
			4,639,319 78

OF QUEBEC—Continued.

CR.

		\$ cts.	\$ cts.
1874.	Brought forward.....		190,001 46
Nov. 30...	Balance of indebtedness of the Township of North Ham to the Municipal Loan Fund of Lower Canada.....		416 07
1875.	Amount due to the Municipal Loan Fund of Lower Canada by the Municipality of Bagotville.....		1,245 45
April 30...	Cash, Refund.....		3,600 00
June 30....	Balance.....		4,624,510 61
			4,819,773 59
1876.	By Balance.....		4,625,361 59
June 30....			4,625,361 59
1877.	By Amount deposited by the Secretary Montreal Turnpike Trust, for half year's interest.....		3,600 00
June 30....	Balance.....		4,629,918 24
			4,633,518 24
1877.	By Cash on Account of interest on Montreal Turnpike Trust Bonds.....		7,200 00
December.	Cash paid by V. Taché, Sheriff of Kamouraska, on account of Jury Fund.....		11 47
1878.	Balance.....		4,630,240 94
June 30....			4,637,452 41
1879.	By Cash on account of interest on Montreal Turnpike Trust Debentures.....		7,200 00
Dec. 31....	Balance.....		4,631,896 79
June 30....			4,639,096 79
1880.	By Cash on Account of interest on Montreal Turnpike Trust Debentures.....		7,200 00
	Balance.....		4,631,952 59
			4,639,152 59
1881.	By Cash on Account of interest on Montreal Turnpike Trust Debentures.....		7,200 00
June 30....	Balance.....		4,632,119 78
			4,639,319 78

DR.

SCHEDULE A (3).—PROVINCE

1881.		\$ cts.	\$ cts.
July 1.....	To Balance.....		4,632,119 78
	Mrs. J. A. Ross, salary of her late husband.....		500 00
	One year's interest Montreal Turnpike Trust Debentures.....		7,200 00
	Cyrille Tessier, one year's ground rent, Protestant cemetery.....		55 80
	J. H. Bergeron, rent of English burying ground, St. Johns, Que.....		55 69
			4,639,931 27

OF QUEBEC—*Concluded.*

CR.

		\$ cts.	\$ cts.
1882.			
June 30...	By Cash on account of interest on Montreal Turnpike		
	Trust Debentures.....	.....	7,200 00
	Balance.....	.....	4,632,731 27
			<hr/>
			4,639,931 27

DR.

SCHEDULE A (4).—ONTARIO AND

		\$	cts.	\$	cts.
1868.					
Jan. 1...	To	Half-year's interest on Province debt	262,443	52	
		Balance.....	1,934,823	19	
			2,197,266 71		
1868.					
July 1... 1869.		Half-year's interest on Province debt.....	262,443	52	
Jan. 1...	do	do	262,443	52	
June 30...		Balance.....	3,651,455	27	
			4,176,342 31		
1869.					
July 1... 1870.		Half-year's interest on Province debt	262,443	52	
Jan. 1...	do	do	262,443	52	
June 30...		Balance	5,372,410	38	
			5,897,297 42		
1870.					
July 1... 1871.		Half-year's interest on Province debt.....	262,619	20	
Jan. 1...	do	do	262,608	69	
June 30...		Balance.....	7,097,566	83	
			7,622,794 72		
1872.					
June 30...		Balance.....	8,823,897	17	
			8,823,897 17		
1873					
June 30...		Balance.....	10,537,000	55	
			10,537,000 55		

QUEBEC—SUBSIDY ACCOUNT.

CR.

		\$	cts.	\$	cts.
1867.					
July 1...	By Subsidy—Ontario and Quebec.....	1,078,062	80		
1868.					
Jan. 1...	do do	1,078,062	80		
	Half year's interest on Common School Fund.....	41,141	11		
				2,197,266	71
1868.					
July 1...	Balance.....	1,934,823	19		
	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	42,169	64		
1869.					
Jan. 1...	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	43,223	88		
				4,176,342	31
1869.					
July 1...	Balance.....	3,651,455	27		
	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	44,304	47		
1870.					
Jan. 1...	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	45,412	03		
				5,897,297	42
1870.					
July 1...	Balance.....	5,372,410	38		
	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	46,547	63		
1871.					
Jan. 1...	Subsidy.....	1,078,062	80		
	Half year's interest on Common School Fund.....	47,711	06		
				7,622,794	72
1871.					
July 1...	Balance.....	7,097,566	83		
Oct. 31...	Half year's subsidy, due 1st July, 1871	863,175	17		
1872.					
Feb. 29...	do do 1st January, 1872.....	863,165	17		
				8,823,897	17
1872.					
July 1...	Balance	8,823,897	17		
Nov. 30...	Half year's subsidy, due 1st July, 1872	863,175	17		
1873.					
June 30...	do do 1st January, 1873.....	849,938	21		
				10,537,000	55
1882.					
July 1...	Balance.....			10,537,000	55

DR.

SCHEDULE A (5).—ONTARIO AND

1867.	\$ cts.	\$ cts.
To Court House, Montreal :—		
Lalberge & Bertram, for repairs.....	98 00	
Jas. B. Cowan, cleaning snow from roof.....	100 00	
		198 00
Kamouraska Court House—Interest on 8 per cent. debentures.....		684 41
Aylmer Court House—Interest on 8 per cent. debentures.....		1,083 05
Upper Canada Building Fund—		
W. Ferguson, Government portion of expense constructing gaol and court house, County of Frontenac.....	4,000 00	
J. C. Rykert, Government portion of expense constructing gaol and court house, County of Lincoln.....	6,000 00	
R. J. Chapman, Government portion of expenses constructing gaol and court house, County of Prince Edward.....	4,580 00	
F. McAnnany, balance of Government portion of expense constructing gaol and court house, County of Hastings.....	1,262 50	
F. Le Pan, balance of Government portion of expenses constructing gaol and court house, County of Grey.....	2,981 00	
Bank of Montreal, to re-imburse it for cheques paid on account of Lunatic Asylum, Toronto, Building Account.....	1,980 95	
J. McKirdy, an advance on account of Lunatic Asylum, Toronto, Building Account.....	9,000 00	
Thos. Ross, to pay printing and contingencies of the Marriage License Fund.....	686 22	
Postmaster-General, for postages.....	167 91	
		30,658 58
Building and Jury Fund, Lower Canada—		
R. Quirouet, for wages and services, Quebec gaol.....	104 00	
T. M. Quigley & Co., for alterations do	973 66	
Chas. Chateauvert do do	235 50	
Louis Marcotte, for alterations.....	287 15	
Z. Chartre, fitting up stoves, winter 1866-67.....	30 00	
Belanger & Gariepy, sundries furnished for alterations.....	544 25	
Z. Vaudry, plumber's work and sundries for alterations.....	367 36	
P. Gauvreau, travelling expenses, April to October, 1867.....	40 70	
Antoine Dellaire, repairs on roof.....	7 20	
D. Peebles, gas meters.....	97 43	
Kamouraska Gaol and Court House—		
O. Taché, to pay rent of Jailer's temporary dwelling, from 19th April to 31st December, 1867.....	83 67	
St. Francis District Gaol and Court House—		
P. Portugais, salary as Superintendent and travelling expenses, from June to October, 1867.....	326 50	
Chas. Côté, for work performed as contractor do salary as caretaker, and fuel supplied to new gaol.....	3,380 00	
M. A. Gauvreau, model of cell locks for gaol.....	7 20	
L. J. Lalor, cell locks supplied.....	212 50	
P. Gauvreau, travelling expenses, April to October, 1867.....	12 00	
Richard Freeman, advertising in <i>Sherbrooke Freeman</i> , tenders wanted for new gaol.....	10 00	
Carried forward.....	7,028 12	32,624 04

QUEBEC—SPECIAL ACCOUNTS.

CR.

1887.		\$ cts.	\$ cts.
	By Court House, Montreal—		
	Prothonotary.....	175 52	
	Collector of Inland Revenue.....	1,330 80	
	Sheriff.....	857 08	
			2,363 40
	Court House, Aylmer—Collector of Inland Revenue.....		226 80
	do Kamouraska—Sheriff.....		301 49
	Consolidated Municipal Loan Fund, Upper Canada—		
	Town of Belleville.....	1,630 00	
	Cornwall.....	960 00	
	Chatham.....	4,001 23	
	Paris.....	3,200 00	
	Village of Chippewa.....	635 00	
	Stratford.....	1,000 00	
	County of Elgin.....	9,600 00	
	Essex.....	921 17	
	Grey.....	1,280 00	
	Hastings.....	17,216 00	
	Huron.....	20,240 00	
	Lambton.....	1,280 00	
	Lanark and Renfrew.....	5,282 82	
	Lincoln.....	2,900 00	
	Middlesex.....	120 00	
	Northumberland and Durham.....	31,700 00	
	Oxford.....	1,600 00	
	Perth.....	3,804 30	
	Township of Bertie.....	3,200 00	
	Branford.....	3,650 70	
	Canboro'.....	720 00	
	Stanley.....	800 00	
	Wainfleet.....	1,553 42	
			117,294 64
	Consolidated Municipal Loan Fund, L.C.—		
	Town of Sorel.....	1,600 00	
	do St. Hyacinthe.....	1,210 00	
	Village of Varennes.....	250 00	
	Parish of Champlain.....	116 00	
	do St. Geneviève (Batiscau).....	30 00	
	do St. Narcisse.....	80 00	
	do St. Stanislas.....	80 00	
	Municipality of Grande Rivière.....	31 46	
	Amount credited to certain Municipalities on account of Seigniorial Indemnity.....	994 03	
			4,391 49
	Upper Canada Building Fund—		
	Marriage Licenses.....	36,478 00	
	Lunatic Asylum Tax Arrears, District of Nipissing.....	93 11	
			36,571 11
	Building and Jury Fund, L. C.—		
	Sheriff of Montreal.....	114 48	
	do Beauharnois.....	403 10	
	do Bonaventure.....	83 34	
	do Terrebonne.....	13 02	
			613 94
	Registration Fund, L. C.—		
	The Post Office Department.....	5,810 58	
	Stamp Distributor, Montreal.....	517 75	
	do Quebec.....	375 28	
	Sheriff of Kamouraska.....	50 00	
	Postmaster of Aylmer.....	67 23	
	do Bargeville.....	9 03	
			6,829 87
	Lower Canada Superior Education Fund—		
	County of Bruce Debentures redeemed.....	7,200 00	
	Interest on do do.....	1,254 31	
			8,454 31
	Carried forward.....		177,047 05

DR.

SCHEDULE A (5).--ONTARIO AND

	\$ cts.	\$ cts.
1867. Brought forward.....	7,028 12	32,624 04
To Saguenay District Gaol and Court House—		
George Levesque, for extra work making a fence.....	180 00	
J. B. Derome, travelling expenses inspecting works, January and February, 1867, and to pay Mr. Berthiaume.....	48 50	
Joliette District Gaol and Court House—		
Antoine Dellaire, for repairs to roof in August, 1867.....	146 45	
Richelieu District Gaol and Court House—		
Antoine Dellaire, for repairs to roof in August, 1867.....	78 34	
Law Society, Ontario—		7,481 41
Lawrence Heyden, for 35 precepts issued by him as Clerk of the Crown, Queen's Bench Autumn Assizes, 1866, County of York.....	35 00	
M. B. Jackson, Clerk of the Crown and Pleas, Common Pleas, for services as Clerk, Spring Assizes, 1867, for City of Toronto and County of York.....	161 00	
For services and postages of the following Deputy Clerks of the Crown and Pleas, as Clerks of Assize, viz. :—		
D. McMullin, Co. of Essex, Spring Assizes, 1867.....	33 72	
Isaac P. Wilson do Welland do	12 40	
Chas. Rice do Lanark do	8 00	
J. R. Gemmill do Lambton do	20 00	
J. W. Marston do Prescott & Russell do	8 40	
Thos. Fortye do Peterborough do	20 40	
Jas. Fraser do Carleton, Spring and Fall Assizes, 1867.....	55 55	
W. L. P. Eager do Halton do	28 00	
W. Grace do Victoria do	15 00	
J. B. McGuin do Lennox & Ad- dington do	29 90	
C. C. Rapelje do Norfolk do	28 00	
John Twigg do Prince Edward, Spring Assizes, 1867.....	17 00	
Archd. Thompson, Co. of Renfrew Spring and Fall Assizes, 1867.....	12 30	
Rodk. McDonald, Cos. of Stormont, Dundas and Glengarry, Fall Assizes, 1866, and Spring Assizes, 1867.....	37 75	
James Hough, Co. of Wellington, half year, to 30th September, 1867.....	1 80	
William Gunn, Co. of Bruce, Fall Assizes, 1867.....	8 32	
R. W. Griffith do Haldimand, Spring Assizes, 1867.....	8 00	
Hugh Johnson do Huron, Fall Assizes, 1867.....	17 00	
Jas. A. Austin do Peel do	8 00	
J. V. Ham, County of Ontario Fall Assizes, 1867.....	12 50	
J. H. Godson do Brant do do	30 00	
John Macbeth do Middlesex Spring do	16 00	
T. D. Warren do Elgin Fall Assizes, 1867.....	4 40	
Jas. Kintrea do Oxford do do	28 00	
P. O'Reilly do Frontenac do do	40 00	
W. H. Campbell do Leeds & Grenville do	16 00	
Jas. McFadden do Perth Fall Assizes, 1867.....	24 47	
Jonathan Lane do Simcoe do do	24 00	
R. D. Chatterton do Northumberland do	33 00	
P. Inglis do Grey Fall Assizes, 1867.....	24 00	
F. A. B. Clench do Lincoln do do	14 00	
Consolidated Municipal Loan Fund, U.C.—		831 91
Expenses of Management.....		1,150 00
Consolidated Municipal Loan Fund, L.C.—		
Expenses of management.....		250 00
Carried forward.....		42,337 36

QUEBEC—SPECIAL ACCOUNTS—*Continued.*

CR.

1867.		\$ cts.	\$ cts.
	Brought forward.....		177,047 05
	By Law Society, U.C.—		
	County of Brant.....	296 40	
	do Bruce.....	9 50	
	do Carleton.....	344 86	
	do Elgin.....	79 80	
	do Essex.....	40 47	
	do Frontenac.....	424 74	
	do Grey.....	133 95	
	do Haldimand.....	47 03	
	do Halton.....	61 27	
	do Hastings.....	512 55	
	do Huron.....	325 85	
	do Kent.....	142 98	
	do Lambton.....	149 15	
	do Lambton.....	86 74	
	do Lennox and Addington.....	151 05	
	do Leeds and Grenville.....	171 57	
	do Lincoln.....	319 68	
	do Middlesex.....	660 25	
	do Norfolk.....	106 40	
	do Northumberland and Durham.....	452 96	
	do Ontario.....	169 58	
	do Oxford.....	185 25	
	do Perth.....	224 21	
	do Peel.....	100 23	
	do Peterboro'.....	301 15	
	do Prescott and Russell.....	63 27	
	do Prince Edward.....	86 93	
	do Renfrew.....	15 68	
	do Simcoe.....	194 75	
	do Stormont, Dundas and Glengarry.....	297 85	
	do Waterloo.....	60 14	
	do Welland.....	56 05	
	do Wellington.....	232 75	
	do Wentworth.....	962 83	
	do York.....	5,358 00	
			12,825 87
	Amounts received from Officers of Courts of Queen's Bench, &c.—		
	County of Wentworth.....	350 00	
	do York.....	62 00	
	District of Nipissing.....	6 60	
			418 60
	Crown Lands Department.....	103,894 16	
	Less—Amount of two Warrants credited in 1866-67, but paid in 1867-68.....	1,098 99	
			102,795 17
	Carried forward.....		293,096 69

DR.

SCHEDULE A (5).—ONTARIO AND

1867.		\$ cts.	\$ cts.
	Brought forward		42,337 36
	To Municipalities Fund, Province of Quebec—		
	John Taylor, on account of grant for County Court House, Argenteuil	600 60	
	A. O. Desilets, interest on grant of \$1,200 to County of Nicolet.....	72 00	
	P. L. Gendron, interest on grant (ten years) to County of Bagot.....	720 00	
			1,392 00
	<i>Ontario and Quebec Suspense Account.</i>		
	Andrew Russell, Asst. Commissioner—		
	To pay certain parties in July, 1867, as per certificate..	1,535 78	
	do do do	1,674 40	
	George Cotton, for binding, stationery, etc.....	776 73	
	McLean Stewart's disbursements for July, 1867...	316 67	
	Contingencies for August, 1867	279 32	
	For extra services	257 25	
	Salaries of Extra Clerks for July, 1867.....	1,399 25	
	W. F. Collins, on account of extra work.....	51 75	
	Account of Whiteside & Walker, carting furniture of Department	220 61	
	W. F. Collins, on account of extra work	20 25	
	J. Hope & Co., for stationery.....	62 75	
	A. Brown, salary from 1st to 14th August, 1867...	19 50	
	Agents' salaries for August, 1867	1,535 78	
	McLean Stewart's disbursements for August, 1867	316 67	
	J. E. Wither's refund account of mining location, Lake Superior	104 00	
	Salaries of Extra Clerks for August, 1867.....	1,701 75	
	For extra work performed during August, 1867...	421 50	
	Balance of salary to D. Meagher, Extra Clerk, for July, 1867	9 75	
	Salary to J. Walsh, from 1st to 26th Aug., 1867.	36 75	
	Grand Trunk Railway Co., freight of office furniture from Ottawa to Toronto.....	789 27	
	C. E. Perry, advance on account of salary for August, 1867.....	14 00	
	D. Meagher, salary from 1st to 6th September.....	9 00	
	Salary to 10th Sept., 1867, to Extra Clerks dismissed	120 00	
	Certain parties as per certificate.....	1,989 60	
	Salary to H. Wright, to 16th Sept., 1867.....	21 00	
	P. Potvin, amount of his account for sundries.....	55 41	
	Account of G. E. Desbarats for stationery.	1,324 26	
	Freight to G. T. R. Co.	4 50	
	Certain parties as per certificate	203 50	
	Accounts for extra work for September, 1867...	474 75	
	Salaries of Extra Clerks do do	1,177 75	
	Account of G. E. Desbarats for stationery.....	8 75	
	For extra work done in Ottawa during Oct., 1867.	918 00	
	Account of George Cotton, for books.....	260 40	
	For carting office furniture.....	58 00	
	For extra work in November and December, 1867	441 50	
	A. J. Russell, for Ottawa slide dues.....	541 62	
	do for salaries, &c., of Crown Timber Office, Ont	694 44	
	do do do Quebec.....	694 44	
	William Ford, Accountant—		
	To pay A. Russell, advance account of special services	200 00	
	Contingencies for July, 1867.....	750 00	
	do August, 1867	50 00	
	do do	146 58	
	A. Z. Levesserier, expenses from Quebec to Ottawa	28 50	
	Carried forward.....	21,715 74	43,729 36

DR.

SCHEDULE A (5).—ONTARIO AND

	\$ cts.	\$ cts.
Brought forward.....	21,715 74	43,729 36
William Ford, Accountant—		
J. Bradshaw, for sundries for Department, Toronto, for September	69 28	
Salaries of Extra Clerks for October, 1867	229 32	
J. W. Harper—		
To pay men making packing-boxes	454 57	
Wm. Midford—		
To pay for iron work on packing-boxes	67 89	
McLean Stewart—		
To pay pay-list of his office for October, 1867, and from February to June, 1868.....	1,883 34	
G. A. Bourgeois—		
To pay pay-list of McLean Stewart's office for November and December, 1867, and January, 1868..	949 99	
Salary of C. E. Belle and other disbursements for December, 1867.....	546 88	
do do for January, 1868.	305 01	
Salaries, &c., and other disbursements, February, 1868.....	474 99	
Salary of C. E. Belle	158 34	
For extra work preparing records for January, February, March and April, 1868	1,042 75	
Crown Timber Agents and Superintendent of Cullers.....	246 99	
Salaries and disbursements of his office for May, 1868.....	158 33	
Salary of C. E. Belle for June, 1868.....	158 34	
do do	171 00	
Postmaster-General—		
To pay postages for half year ended 31st Dec., 1867...	487 38	
G. E. Desbarats—		
To pay for stationery supplied in September and October, 1867.....	151 25	
A. J. Russell—		
To pay salaries and disbursements of Crown Timber Office, Ottawa, for Jan., 1868..	278 88	
do do for Province of Ontario	329 81	
do do do Quebec.....	329 81	
do do Crown Timber Office, Ottawa, Feb., 1868.....	101 88	
do do for Province of Ontario.....	152 81	
do do do Quebec	152 81	
do do Crown Timber Office, Ottawa, April, 1868.....	101 88	
do do do do for quarter ended 30th June, '68..	257 67	
do do Crown Timber Office, Ottawa, March, 1868	101 88	
do do for Province of Ontario.....	563 29	
do do do Quebec	563 28	
do do Crown Timber Office, Ottawa, May, 1868.....	101 88	
do do for Province of Ontario.....	152 81	
do do do Quebec	152 81	
do do Crown Timber Office, Ottawa, June, 1868.....	101 88	
do do for Province of Ontario.....	152 81	
do do do Quebec	152 81	
	33,020 39	
1868. Less—Refunded.....	32 00	
June 30... To Balance.....		32,988 39 216,368 94
		293,086 69

DR.

SCHEDULE A (5).—ONTARIO AND

		\$ cts.	\$ cts.
1868-69...	To Building and Jury Fund, Province of Quebec—		
	Médard Gariépy, for work done to Beauharnois Gaol in July, 1866.....	178 66	
	J. E. Miller, in toll, for extra work as contractor of Court House and Gaol, Kamouraska	61 80	
	Charles Côté, on account of extra work at new gaol, Sherbrooke.....	500 00	
			740 46
	Municipalities Fund, Province of Quebec—		
	P. Larue, M.P., to pay Municipal Council, Portneuf, one year's interest to June 10th, 1868, on grant for Court House.....	72 00	
	T. Barrow, to pay Municipal Council, Argenteuil, balance of grant for Court House, and interest to 12th September, 1868	1,377 20	
	Joseph Gaudet, M.P., one year's interest on grant for Court House to Nicolet County.....	72 00	
	P. S. Gendron, two years' interest to 10th June, 1869, on \$1 200 grant for Court House, County of Bagot, and one-half of the principal.....	744 00	
			2,265 20
	Upper Canada Building Fund—		
	Fred. L. Pan, for balance of Government's portion towards constructing new gaol, County of Grey.....	3,019 60	
	Patterson & Beatty, services in Nov., 1866, and Jan., 1867, in connection with Provincial Asylum, Toronto.....	42 00	
	Thos. Koss, to pay for printing and telegrams....	476 44	
	Postmaster-General, for postages.....	63 60	
			3,601 04
	Ontario and Quebec Suspense Account—		
	G. A. Bourgeois, Assistant Commissioner of Crown Lands, salaries and disbursements....	2,894 25	
	Salaries and disbursements in connection with Quebec Crown Timber Office.....	4,100 00	
	Salaries and disbursements in connection with Ottawa Crown Timber Agency.....	7,133 63	
	A. J. Russell, for cost of survey of Lands, Upper Gatineau.....	75 60	
	A. H. Verret, salary from 1st January to 30th June, 1868, as Clerk in charge of Quebec Fire Loan	500 00	
	A. H. Verret, salary from 1st July to 30th September, 1868, as Clerk in charge of Quebec Fire Loan.....	250 00	
	Alphonse Dubord, timber-counter's salary and two assistants', at St. Maurice Slides.....	166 80	
	M. P. Hayes, refund of payment on Crown Lands, Ontario.....	200 00	
			15,319 68
	Court Houses, Lower Canada—		
	Sundry persons—Interest on 8 per cent. debentures, Aymer Court House.....	2,066 10	
	Sundry persons—Interest on 8 per cent. debentures, Kamouraska Court House.....	1,053 45	
1869.			3,119 64
June 30...	To Balance.....		359,347 37
	Carried forward.....		384,393 39

QUEBEC—SPECIAL ACCOUNTS.

CR.

		\$ cts.	\$ ts.
1868.	July 1....		
1863-69.	By Balance		216,368 94
	Consolidated Municipal Loan Fund, Upper Canada—		
	County of Grey.....	640 00	
	Huron	10,000 00	
	Lambton	640 00	
	Lanark	2,766 00	
	Perth	3,507 50	
	Renfrew.....	1,979 50	
	Township of Bertie.....	3,200 00	
	Canboro'.....	200 00	
	Moulton and Sherbrooke	1,314 00	
			24,217 00
	Consolidated Municipal Loan Fund, Lower Canada—		
	Town of Sorel.....	1,600 00	
	St. John's.....	1,200 00	
	Parish of Champlain	103 88	
	St. Genevieve	64 00	
	St. Narcisse	80 00	
	St. Stanislas.....	80 00	
	Amount credited to certain Municipalities on account of Seigniorial Indemnity.....	18,932 64	
			22,060 52
	Upper Canada Building Fund—		
	Marriage Licenses.....		30,895 00
	Investments on account of Trust Funds—		
	County of Bruce	11,200 00	
	Huron.....	1,000 00	
			12,200 00
	Registration Fund, Lower Canada—		
	Postmaster, Aylmer.....	17 43	
	Hargrave.....	8 55	
			25 98
	Lower Canada Superior Education Fund—		
	Interest on County of Bruce debentures.....	649 89	
	do do Huron do	90 00	
			739 89
	Law Society, Ontario—		
	Wm. Leggo, Master and Deputy Registrar, County of Wentworth.....		400 00
	Law Fees, 12 Vic., caps 63, 61—		
	Deputy Clerk, Crown and Pleas, District of Algoma.....		0 ⁵⁰
	Law Stamps, Lower Canada—		
	Postmaster, Portage du Fort	3 97	
	Wakefield	6 82	
			10 79
	Law Stamps, Upper Canada—		
	County of Brant.....	1,953 21	
	Bruce	1,976 00	
	Carleton	2,656 68	
	Elgin	380 00	
	Frontenac.....	1,658 96	
	Grey	1,636 37	
	Haldimand.....	694 50	
	Halton.....	707 52	
	Hastings.....	3,027 65	
	Huron	1,951 30	
	Kent.....	1,221 19	
	Lambton.....	981 21	
	Lanark.....	1,195 26	
	Lennox and Addington	866 88	
	Leeds and Grenville.....	1,457 77	
	Lincoln.....	1,616 00	
	Middlesex	2,731 25	
	Norfolk	1,455 43	
	Northumberland and Durham	1,954 15	
	Carried forward	30,119 35	306,978 ⁶²

DR.

SCHEDULE A (5).—ONTARIO AND

		\$ cts.	\$ cts.
Brought forward.....			384,393 39
			384,393 39
1869-70....	To Building and Jury Fund, Province of Quebec—		
	Paid James Dunbar, travelling costs <i>in re</i> Charles Côté, contractor for new gaol, Sherbrooke.....	215 58	
	Hon. Geo. Irvine, costs <i>in re</i> Charles Côté, contractor for new gaol, Sherbrooke.....	153 00	
	Edward Walker, account of award to contractor for new gaol, Sherbrooke.....	811 61	
	John Reynhart travelling expenses in connection with Côté's claim.....	47 00	
			1,227 19
	Court Houses, Province of Quebec—		
	Sundry persons, interest on 8 per cent. debentures, Aylmer Court House.....	1,776 10	
	Sundry persons, interest on 8 per cent. debentures, Kamouraska Court House.....	933 20	
			2,709 30
	Municipalities Fund, Province of Quebec—		
	P. S. Gendron, Secretary Treasurer, County of Bagot, balance of grant and interest on County Court House.....	612 00	
	P. Larue, M.P., to pay to Municipal Council, Port Neuf, two years' interest to 10th June, 1869, on grant for County Court House.....	144 00	
			756 00
	Upper Canada Building Fund—		
	Bank of Montreal, for letter of credit cheques outstanding and given for transactions prior to Confederation	121 00	
	Thos. Ross, to pay for telegrams and for printing marriage licenses, to 30th June, 1870.....	200 00	
	Postmaster-General, for postages.....	85 13	
			406 13
	Law Stamps, Ontario—		
	Hon. E. B. Wood, Treasurer, fees received from law stamps.....	198 55	
	Hon. E. B. Wood, Treasurer, fees erroneously deposited to credit of Dominion	104 50	
	Hon. E. B. Wood, Treasurer, fees received from law stamps.....	199 50	
	do do	118 75	
	do do	95 00	
	do do	185 25	
	do do	114 00	
			1,015 55
	Crown Timber Agencies—		
	For salaries and disbursements in connection with Crown Timber Agency, Ottawa	7,557 48	
	Salary and disbursements of C. B. Belle.....	1,365 00	
	Salaries and disbursements of Crown Timber Agency, Quebec.....	4,150 01	
			13,072 49
	Old Government Buildings, Montreal—		
	A. Trudelle, cleaning snow from Government Buildings, Jacques Cartier Square.....		11 03
	Balance		382,285 65
			401,483 34
1870.	June 30....		

QUEBEC—SPECIAL ACCOUNTS.

CR.

	\$	cts.	cts.
1869.			
Brought forward.....	30,119	35	306,918 62
By Law Stamps, Upper Canada—			
County of Ontario.....	1,395	55	
Oxford.....	1,795	75	
Perth.....	1,947	50	
Peel.....	784	99	
Peterboro'.....	1,188	26	
Prescott and Russell.....	301	78	
Prince Edward.....	1,135	73	
Renfrew.....	592	00	
Simcoe.....	2,838	65	
Stormont, Dundas and Glengarry.....	1,980	37	
Waterloo.....	1,330	00	
Welland.....	613	70	
Wellington.....	1,267	01	
Wentworth.....	3,372	50	
York.....	26,769	13	
			77,422 27
Amount received for tavern licenses in the District of Algoa.....			52 50
			384,393 39
1869. July 1... 1869-70.			
By Balance.....			359,347 37
Consolidated Municipal Loan Fund, Upper Canada—			
County of Oxford.....			800 00
Consolidated Municipal Loan Fund, Lower Canada—			
Town of Sorel.....	3,200	00	
Parish of Mont Carmel.....	259	92	
			3,459 92
Upper Canada Building Fund—			
Marriage Licenses.....			34,555 00
Law Society, Ontario—			
Wm. Leggo, Master and Deputy Registrar, County of Wentworth.....			400 00
Law Fees, 12 Vic., caps, 63, 64—			
Deputy Clerks, Crown and Pleas, District of Algoa.....			2 00
Temiscouata Advance Account—			
Parish Ste. Geneviève de Batiscan.....			20 00
Law Stamps, Upper Canada—			
County of Brant.....	114	00	
Carleton.....	242	25	
Frontenac.....	130	15	
Haldimand.....	57	00	
Halton.....	95	00	
Huron.....	118	75	
Kent.....	47	50	
Lanark.....	53	20	
Leeds and Grenville.....	57	00	
Lennox and Addington.....	200	00	
Middlesex.....	327	75	
Northumberland.....	104	50	
Peel.....	39	90	
Peterboro'.....	141	55	
Perth.....	47	50	
Prince Edward.....	71	25	
Prescott and Russell.....	40	00	
Renfrew.....	19	00	
Simcoe.....	166	25	
Waterloo.....	95	00	
Wellington.....	123	50	
Wentworth.....	95	00	
York.....	513	00	
			2,899 05
			401,483 34

DR.

SCHEDULE A (5).—ONTARIO AND

		\$	cts.	\$	cts.
1870-71.	To Upper Canada Building Fund—				
	Thos. Ross to pay for telegrams and travelling expenses	193	86		
	Post Office Department, for postages during fiscal year, to 30th June, 1871	71	67		
	Stationery Office, for stationery supplied	32	33		
					297 86
	Crown Timber Agencies—				
	Salaries and disbursements in connection with Ottawa Crown Timber Agency	7,402	25		
	Salaries in connection with Quebec Crown Timber Agency	3,800	00		
					11,202 25
	Court Houses, Province of Quebec—				
	Interest on 8 per cent. debentures, Aylmer Court House	1,890	55		
	Interest on 8 per cent. debentures, Kamouraska Court House	761	76		
					2,652 31
1871.	Balance				403,795 10
June 30...					417,947 51
1871-72.	To Upper Canada Building Fund—				
	Post Office Department, for postages, September quarter, 1871	16	63		
	Thos. Ross, contingent expenses connected with Marriage Licenses	138	80		
					155 43
	Court Houses, Province of Quebec—				
	J. D. Brousseau, three years' interest from 10th June, 1869, to 10th June, 1872, on \$1,200, grant for Court House, County of Portneuf	216	00		
	Sundry persons, interest on 8 per cent. debentures, Aylmer Court House	1,786	15		
	Sundry persons, interest on 8 per cent. debentures, Kamouraska Court House	795	20		
					2,797 35
	Crown Timber Agencies—				
	Salaries and disbursements in connection with Ottawa Crown Timber Agency	7,326	16		
	Salaries and disbursements in connection with Quebec Crown Timber Agency	4,087	34		
					11,413 50
1872.	Balance				424,789 82
June 30...					439,156 10
1872-73.	To Upper Canada Building Fund—				
	Amount paid for telegrams during the year				183 44
	Crown Timber Agencies—				
	Salaries and disbursements in connection with Ottawa Crown Timber Agency	8,896	81		
	Salaries and disbursements in connection with Quebec Crown Timber Agency	4,333	75		
	Balance in hands of McLean Stewart	9	13		
					13,239 69
	Court Houses, Province of Quebec—				
	Sundry persons, interest paid on Kamouraska Court House Debentures	1,199	04		
	Sundry persons, interest paid on Aylmer Court House Debentures	1,859	53		
					3,058 57
1873.	Balance				449,365 12
June 30...					465,846 82

QUEBEC—SPECIAL ACCOUNTS.

CR.

		\$	cts.	\$	cts.
1870.					
July 1...	By Balance			382,285	65
1870-71.	Court House, Kamouraska—				
	W. Taché, Sheriff			15	87
	Upper Canada Building Fund—				
	Marriage Licenses			35,466	00
	Law Society, Ontario—				
	Wm. Leggo, Master and Deputy Registrar, County of Wentworth			100	00
	Miscellaneous—				
	Amount received from A. N. Dostaler, Secretary- Treasurer, St. Narcisse, being a refund on account of Seed Grain			80	00
				<hr/>	<hr/>
				417,947	52
1871.					
July 1...	By Balance			403,795	10
1871-72.	Upper Canada Building Fund—				
	Marriage Licenses			35,361	00
				<hr/>	<hr/>
				439,156	10
1872.					
July 1...	By Balance			424,789	82
1873.					
June 30...	Amounts deposited during the year by Thos. Ross on account of Marriage Licenses, Upper Canada Building Fund			41,057	00
				<hr/>	<hr/>
				465,846	82

DR.

SCHEDULE A (5).—ONTARIO AND

		\$	cts.	\$	cta.
1873-74.....	To Court Houses, &c., Province of Quebec—				
	Sundry persons, interest paid on Kamouraska Court House Debentures	840	58		
	Sundry persons, interest paid on Aylmer Debentures.....	1,547	50		
	E. A. De St. George, M.P., Interest due County of Portneuf.....	72	00		
					2,460 08
	Upper Canada Building Fund—				
	Amount paid for telegrams during the year.....	126	28		
	do stationery do	51	48		
					177 76
	Cash paid Treasurer of Ontario for Marriage Licenses for 1872-73				41,057 00
	Crown Timber Agencies—				
	Salaries and disbursements in connection with Ottawa Crown Timber Agency.....	11,188	76		
	Salaries and disbursements in connection with Quebec Crown Timber Agency.....	5,148	05		
1874.					16,336 91
June 30...	Balance				423,334 80
					483,366 45
1874-75.....	To Court Houses, &c., Province of Quebec—				
	Sundry persons, interest paid on Kamouraska Court House Debentures	410	96		
	Sundry persons, interest paid on Aylmer Court House Debentures	1,588	40		
	E. A. De St. George, M.P., Interest due to County of Portneuf.....	72	00		
					2,071 36
	Crown Timber Agencies—				
	Salaries and Disbursements in connection with Ottawa Crown Timber Agency	11,547	32		
	Salaries and Disbursements in connection with Quebec Crown Timber Agency	4,344	74		
	Stationery and printing	126	62		
1875.					16,018 68
June 30...	Balance				405,244 76
					423,334 80
	To Court Houses, &c., Province of Quebec—				
	Sundry persons, interest paid on Kamouraska Court House Debentures	295	20		
	Sundry persons, interest paid on Aylmer Court House Debentures	2,141	76		
	E. A. De St. George, M.P., Interest due to County of Portneuf.....	72	00		
					2,508 96
	Transfer to the credit of the Province of Canada for the following sums incorrectly credited this account, viz.—				
	Temiscouata Advance.....	20	00		
	Seed grain, Lower Canada	80	00		
					100 00
	Crown Timber Agencies—				
	Salaries and Disbursements in connection with Ottawa Crown Timber Agency	11,898	85		
	Salaries and Disbursements in connection with Quebec Crown Timber Agency	4,964	12		
	Stationery and printing.....	145	13		
1876.					17,008 10
June 30...	Balance				385,627 70
					405,244 76

QUEBEC SPECIAL ACCOUNTS.

CR.

		\$	cts.	\$	cts.
1873.					
July 1...	By Balance.....			449,365	12
1874.					
June 30...	Amounts deposited during the year by Thos. Ross on account of Marriage Licenses, Upper Canada Building Fund.....			34,000	00
	Cash received from Messrs. Dery & Pelletier, C.C.O., Quebec Court House Tax, 12 Vic., cap. 112.....			1	33
				<u>483,366</u>	<u>45</u>
1874.					
July 1...	By Balance.....			423,334	80
				<u>423,334</u>	<u>80</u>
1875.					
July 1...	By Balance.....			405,244	76
				<u>405,244</u>	<u>76</u>

DR.

SCHEDULE A (5).—ONTARIO AND

		\$	cts.	\$	cts.
1876-77....	To Court Houses, &c., Province of Quebec—				
	Sundry persons, Interest paid on Kamouraska Court House Debentures.....	355	20		
	Sundry persons, Interest paid on Aylmer Court House Debentures.....	1,348	60		
	E. A. De St. George, Interest due to County of Portneuf.....	72	00		
				1,775	80
	Crown Timber Offices—				
	Salaries and Disbursements in connection with Ottawa Crown Timber Office.....	12,483	38		
	Salaries and Disbursements in connection with Quebec Crown Timber Office.....	5,183	23		
	Stationery and printing.....	216	53		
1877.				17,883	14
June 30...	Balance.....			366,146	59
				385,805	53
1877-78....	To Court Houses, &c., Province of Quebec—				
	Secretary-Treasurer, County of Portneuf, for interest due to the County of Portneuf.....	72	00		
	Sundry persons, for interest paid on Kamouraska Court House Debentures.....	914	73		
	Sundry persons, for interest due on Aylmer Court House Debentures.....	1,861	00		
				2,847	73
	Crown Timber Offices—				
	Salaries and Disbursements in connection with Ottawa Crown Timber Office.....	12,394	14		
	Salaries and Disbursements in connection with Quebec Crown Timber Office.....	5,234	93		
	Stationery and printing.....	191	57		
1878.				17,820	64
June 30...	Balance.....			345,478	22
				366,146	59
1878-79....	To Court Houses, &c., Province of Quebec—				
	R. P. Vallée, M.P., for interest due to County of Portneuf.....	72	00		
	Sundry persons, interest paid on Kamouraska Court House Debentures.....	574	69		
	Sundry persons, interest paid on Aylmer Court House Debentures.....	1,326	60		
				1,973	29
	Crown Timber Offices—				
	Salaries and Disbursements in connection with Ottawa Crown Timber Office.....	12,856	00		
	Salaries and Disbursements in connection with Quebec Crown Timber Office.....	5,219	13		
	Stationery and printing.....	221	00		
1879.				18,296	13
June 30...	Balance.....			325,208	80
				345,478	22
1879-80....	To Court Houses, &c., Province of Quebec—				
	R. P. Vallée, M.P., for interest due to County of Portneuf.....	72	00		
	Sundry persons, for interest paid on Kamouraska Court House Debentures.....	782	33		
	Sundry persons, for interest paid on Aylmer Court House Debentures.....	1,586	00		
				2,440	33
	Carried forward.....			2,440	33

QUEBEC—SPECIAL ACCOUNTS.

CR.

		\$	cts.	\$	cts.
1876.					
July 1...	By Balance.....			385,627	70
1876-77.	Sundry charges debited this account in past years, in error—				
	Salary Timber Agent, St. Maurice.....	166	80		
	Clearing snow, Old Government Buildings...	11	03		
				177	83
				385,805	53
1877.					
July 1...	By Balance.....			366,146	59
				366,146	59
1878.					
June 30...	By Balance.....			345,478	22
				345,478	22
1879.					
July 1...	By Balance.....			325,208	80
				325,208	80
	Carried forward.....			325,208	80

DR.

SCHEDULE A (5).—ONTARIO AND

		\$ cts.	\$ cts.
	Brought forward.....		2,410 33
1879-80....	To Crown Timber Offices—		
	Salaries and disbursements in connection with Ottawa Crown Timber Office.....	12,550 35	
	Salaries and disbursements in connection with Quebec Crown Timber Office.....	5,263 79	
	Printing and stationery.....	134 24	
1880. June 30...	Balance.....		17,918 38 304,820 09
			325,208 80
1880-81....	To Court Houses, &c., Province of Quebec—		
	R. P. Vallée, M.P., for interest due to County of Portneuf.....	72 00	
	Sundry persons, for interest paid on Kamouraska Court House Debentures.....	630 16	
	Sundry persons, for interest paid on Aylmer Court House Debentures.....	1,675 40	
	Crown Timber Offices—		
	Salaries and disbursements in connection with Ottawa Crown Timber Office.....	12,677 46	
	Salaries and disbursements in connection with Quebec Crown Timber Office.....	5,336 80	
	Printing and stationery.....	207 81	
1881. June 30...	Balance.....		2,377 56 18,222 07 284,220 46
			304,820 09
1881-82....	To Court Houses, &c., Province of Quebec—		
	R. P. Vallée, M.P., for interest due to County of Portneuf.....	72 00	
	Sundry persons, interest due on Kamouraska Court House Debentures.....	659 77	
	Sundry persons, interest due on Aylmer Court House Debentures.....	1,600 40	
	Crown Timber Offices—		
	Salaries and disbursements in connection with Ottawa Crown Timber Office.....	12,738 38	
	Salaries and disbursements in connection with Quebec Crown Timber Office.....	5,205 45	
	Z. A. Lash, professional services (The Queen vs. The Merchants' Bank).....	235 00	
	Printing and stationery.....	223 73	
1882. June 30...	Balance.....		2,322 17 18,402 56 263,485 73
			284,220 46

SPECIAL ACCOUNTS.

CR.

		\$ cts.	\$ cts.
Brought forward			325,208 80
			<hr/> 325,208 80
1880. July 1...	By Balance		304,820 00
			<hr/> 304,820 00
1881. July 1...	By Balance		284,220 46
			<hr/> 284,220 46
1882. July 1...	By Balance		263,485 73
			<hr/> 263,485 73

SCHEDULE

QUEBEC in account with the DOMINION, exclusive of Interest on Debt,
Accounts Ontario

DR.

		\$ cts.	\$ cts.
1867-68.....	To Expenditure as per account rendered.....	453,420 07	
	Collected by Quebec on account of Cullers.....	24,338 56	
	Cash on account	460,000 09	
	Contribution to Marine Hospitals.....	4,000 00	
	Colonization Roads credited Province	3,127 00	
	Transfers from Special Accounts—Building and Jury Fund	7,481 41	
	Municipal Loan Fund.....	250 00	
	Municipalities Fund	1,392 00	
			954,019 04
	Balance		287,468 69
			1,241,487 73
1868-69.....	To Expenditure as per account rendered.....	3,212 83	
	Cash on account.....	984,949 26	
	Contribution to Marine Hospitals.....	4,000 00	
	Transfers from Special Accounts—Building and Jury Fund.....	740 46	
	Municipalities Fund	2,265 20	
	Quebec Fire Loan	750 00	
			935,917 75
	Balance.....		346,993 94
			1,342,911 69
1869-70.....	To Cash on account.....	859,626 40	
	Old Letter of Credit cheques.....	135 14	
	Transfers from Special Accounts—Building and Jury Fund	1,227 19	
	Municipalities Fund	756 00	
			861,744 73
	Balance.....		505,525 49
			1,367,270 22
1870-71.....	To Cash on account of Subsidy.....		790,000 00
	Balance		731,882 97
			1,521,882 97
1871-72.....	To Cash on account of Subsidy	800,000 00	
	Local Patients, Rockwood	3,617 95	
	Balance.....		803,617 95
			954,273 73
			1,757,891 68

B (I).

Crown Lands, Timber Agencies and other accounts remaining in Special and Quebec.

CR.

		\$ cts.	\$ cts.
1867-68	By Subsidy.....		959,252 80
	Receipts as per account rendered.....		115,391 45
	Half-year's interest on Trust Fund.....		28,544 41
	Balance of appropriations.....		93,482 20
	do on account of Surveys.....		7,661 53
	Sundry accounts transferred.....		7,973 25
	Transfers from Special Accounts—Court Houses.....		2,891 63
	Municipal Loan Fund.....		4,391 49
	Building and Jury Fund.....		613 94
	Registration Fund.....		6,829 87
	Debentures and Interest of Trust Fund Invest- ment.....		8,454 31
	Law Stamps.....		10 79
			1,241,487 73
1868-69	Balance.....		287,468 69
	Subsidy.....		969,252 80
	Interest on Trust Fund.....		57,088 81
	Amount paid to Treasurer of Marine Hospitals.....		4,000 00
	Unpaid Warrant charged 1867-68, cancelled.....		75 00
	Transferred from Special Accounts—Municipal Loan Fund.....		22,060 52
	Registration Fund.....		25 98
	Debentures and Interest of Trust Fund Invest- ment.....		12,939 89
			1,342,911 69
1869-70	Balance.....		346,993 94
	Subsidy.....		959,252 80
	Interest on Trust Fund.....		57,088 81
	Cullers' Fees twice charged in 1869.....		474 75
	Transfers from Special Accounts—Municipal Loan Fund.....		3,459 92
			1,367,270 22
1870-71	Balance.....		505,525 49
	Subsidy.....		959,252 80
	Interest on Trust Fund.....		57,088 81
	Transfer from Special Account—Court House.....		15 87
			1,521,882 97
1871-72	Balance.....		731,882 97
	Subsidy.....		959,252 80
	Interest on Trust Fund.....		57,088 81
	Interest due sundry Municipalities.....		9,667 10
			1,757,891 68

DR.

SCHEDULE B (1).—QUEBEC IN ACCOUNT

		\$ cts.	\$ cts.
1872-73	To Cash on account of Subsidy.....	800,000 00	
	Local patients, Rockwood	1,135 75	
	Balance.....		801,135 75
			1,180,315 23
			1,981,450 98
1873-74	Local patients, Rockwood.....		1,001 00
	Balance.....		1,190,832 38
			1,191,833 38
1874-75	Local patients, Rockwood	1,001 00	
	Share of cost of ballot boxes.....	1,865 24	
	Balance.....		2,886 24
			1,378,441 54
			1,381,307 78
1875-76	Local patients, Rockwood.....		850 98
	Balance.....		1,377,590 56
			1,378,441 54
1876-77	Interest on Montreal Turnpike Trust.....	3,600 00	
	Rockwood Asylum.....	956 65	
	Balance.....		4,556 65
			1,373,033 91
			1,377,590 56

WITH THE DOMINION, &c.—*Concluded.*

CR.

		\$ cts.	\$ cts.
1872-73....	By Balance		954,273 73
	Subsidy		959,252 80
	Interest on Trust Fund.....		57,088 81
	Interest due sundry Municipalities.....		10,835 64
			<u>1,981,450 98</u>
1873-74....	Balance		1,180,315 23
	Seignorial Indemnity to Sundry Municipalities.....		11,516 82
	Transfer from Special Account—Court House Tax, Quebec.....		1 33
			<u>1,191,833 38</u>
1874-75....	Balance		1,190,832 38
	Seignorial Indemnity—Capital and Interest.....		190,475 40
			<u>1,381,307 78</u>
1875-76....	Balance		1,378,441 54
			<u>1,378,441 54</u>
1876-77....	Balance		1,377,590 56
1877			<u>1,377,590 56</u>
July 1	Balance		<u>1,373,033 91</u>

MEMO., in pencil, in Mr. Lington's handwriting :—"Quebec also owes 5½ years interest on the \$67,200 Montreal Turnpike Trust Fund, \$22,176 of which is not charged in this account; and besides, there is the interest accrued July, 1877 (\$5,616), on the two sets of bonds."

SCHEDULE

ONTARIO in account with the Dominion, exclusive of Interest on Debt,
and

		Dr.	\$ cts.	\$ cts.
1867-68....	To	Expenditure as per account rendered.....		545,364 13
		Cash on account of subsidy.....		130,000 00
		Local patients—Rockwood.....		16,266 25
		Charges against Law Fee Fund.....		25 00
		Agricultural instruction, credit to Province.....		100 00
		Transferred from Special Accounts (iii. 80) U.C. Building Fund.....		29,804 45
		Expenses of marriage licenses.....		854 13
		Municipal Loan Fund.....		1,150 00
		Balance.....		1,118,468 90
				1,842,032 86
1868-69....	To	Expenditure as per account rendered.....		923 27
		Cash on account of subsidy.....		1,867,186 40
		do do Municipal Loan Fund.....		138,733 65
		Local patients—Rockwood.....		23,227 68
		Transferred from Special Accounts (iii. 14) U.C. Building Fund.....		3,061 00
		Expenses of marriage licenses.....		540 04
		Law Society.....		831 91
		Refund on Crown Lands.....		200 00
		Balance.....		555,510 27
				2,590,214 22
1869-70....	To	Cash on account of subsidy.....		1,338,436 40
		do do Municipal Loan Fund.....		2,427 99
		Local patients—Rockwood.....		24,787 72
		Old letter of credit cheques.....		349 23
		Transfers from Special Accounts—U.C. Building Fund.....		121 00
		Expenses of marriage licenses.....		285 13
		Law stamps.....		1,015 55
		Balance.....		558,683 22
				1,926,106 24
1870-71....	To	Cash on account of subsidy.....		1,073,426 46
		do Marriage licenses.....		34,555 00
		do Law stamps.....		2,899 05
		do Law fees.....		2 00
		Local patients—Rockwood—3½ years.....		53,714 17
		Transfers from Special Accounts—Expenses of mar- riage licenses.....		297 86
		Balance.....		761,096 40
				1,926,189 14
1871-72....	To	Cash on account of subsidy.....		1,040,006 00
		do Marriage licenses.....		35,466 00
		Law stamps supplied, 1868 and 1869.....		612 73
		Local patients—Rockwood.....		44,434 71
		Transfers from Special Accounts—Expenses of mar- riage licenses.....		155 43
		Balance.....		1,007,728 65
				2,128,397 52

B (2).

Crown Lands Account and Timber Agencies, in Special Accounts, Ontario, Quebec.

	CR.	\$ cts.	\$ cts.
1867-68....	By Subsidy		1,196,872 80
	Half-year's interest on Trust Funds		67,533 56
	U.C. Grammar School Income Fund		18,167 65
	Balance of appropriations		218,473 37
	do on account of surveys.....		7,074 01
	Proceeds of law fees		56,312 57
	Receipts as per account rendered		110,483 68
	Transferred from Special Accounts, marriage licenses		36,478 00
	Municipal Loan Fund.....		117,294 64
	Law Society and law fees		13 244 47
	Lunatic asylum tax—Nipissing		93 11
			1,842,032 86
1868-69....	By Balance		1,118,478 90
	Subsidy		1,196,872 80
	Interest on Trust Funds		135,067 12
	Balance due by Improvement Fund to Colonization		
	Roads		1,913 17
	Canada Land and Emigration Co.....		4,904 96
	Transferred from Special Accounts, marriage licenses		30,885 00
	Municipal Loan Fund.....		24,217 00
	Law Society and law fees		77,822 77
	Tavern licenses—Algoma		52 50
			2,590,214 22
1869-70....	By Balance		555,510 27
	Subsidy		1,196,872 80
	Interest on Trust Funds		135,067 12
	Transfers from Special Accounts, marriage licenses...		34,555 00
	Municipal Loan Fund.....		800 00
	Law Society and law fees.....		3,301 05
			1,926,106 24
1870-71....	By Balance		558,683 22
	Subsidy		1,196,872 80
	Interest on Trust Funds		135,067 12
	Transfers from Special Accounts, marriage licenses...		35,466 00
	Law Society		100 00
			1,926,189 14
1871-72....	By Balance		761,098 60
	Subsidy		1,196,872 80
	Interest on Trust Funds.....		135,067 12
	Transfers from Special Accounts, marriage licenses...		35,361 00
			2,128,397 52

ONTARIO IN ACCOUNT WITH

		Dr.	\$ cts.	\$ cts.
1872-73....	To Cash on account of subsidy			1,020,000 00
	do Marriage licenses			35,361 00
	Local patients—Rockwood			48,893 50
	Transfers from Special Accounts—Expenses of marriage licenses			183 44
	Balance			1,276,730 63
				2,380,868 57
1873-74....	To Local patients—Rockwood			51,772 60
	Transfers from Special Accounts—Expenses of marriage licenses			177 76
	Cash—Marriage licenses			41,057 00
	Balance			1,217,723 27
				1,310,730 63
1874-75....	To Local patients—Rockwood			52,089 10
	Half cost of ballot boxes supplied			549 64
	Balance			1,165,081 53
				1,217,723 27
1875-76....	To Local patients—Rockwood			51,644 68
	Paid for ballot boxes			26 00
	do advertisements in London			95 59
	Balance			1,165,513 26
				1,217,279 53
1876-77....	To Heirs of Duncan Murray			1,000 00
	Mr. Yuill			1,000 00
	Mrs. Isabella A. Ross			500 00
	Rockwood Asylum			48,405 20
	Purchase of Rockwood Asylum		96,500 00	
	Value of chattels		13,878 91	
	Balance			110,378 91
				1,004,229 15
				1,165,513 26

THE DOMINION, &c.—*Concluded.*

	Cr.	\$ cts.	\$ cts.
1872-73....	By Balance.....	.....	1,007,728 65
	Subsidy.....	.....	1,196,872 80
	Interest on Trust Funds .....	.....	135,067 12
	Charged twice in Rockwood .....	.....	143 00
	Transfers from Special Accounts, marriage licenses .....	.....	41,057 00
			2,380,868 57
1873-74....	By Balance.....	.....	1,276,730 63
	Transfers from Special Accounts, marriage licenses.....	.....	34,000 00
			1,310,730 63
1874-75....	By Balance.....	.....	1,217,723 27
			1,217,723 27
1875-76....	By Balance .....	.....	1,165,084 53
	Remittance on account of Rockwood.....	.....	52,195 00
			1,217,279 53
1876-77....	By Balance.....	.....	1,165,513 26
			1,165,513 26
1877.			
July 1.....	By Balance.....	.....	1,004,229 15

SCHEDULE
QUEBEC SPECIAL

DR.

To whom Paid.	SERVICE.	\$	cts.	\$	cts.
1867-1868.					
Laberge & Bertrand.....	For repairs to Montreal Court House	98	00		
James B. Cowan.....	Cleaning snow from roof.....	100	00		
Sundry persons	Interest on 8 per cent. debentures, Kamouraska Court House.....	684	41		
do	Interest on 8 per cent. debentures, Aylmer Court House.....	1,083	05		
1868-69.					
Sundry persons	Interest on 8 per cent. debentures, Aylmer Court House.....	2,066	19		1,965 46
do	Interest on 8 per cent. debentures, Kamouraska Court House.....	1,053	45		
1869-70.					
Sundry persons.....	Interest on 8 per cent. debentures, Aylmer Court House.....	1,776	10		3,119 64
do	Interest on 8 per cent. debentures, Kamouraska Court House	933	20		
1870-71.					
Sundry persons.....	Interest on 8 per cent. debentures, Aylmer Court House	1,890	55		2,709 30
do	Interest on 8 per cent. debentures, Kamouraska Court House.....	761	76		
1871-72.					
J. D. Brosseau.....	Three years' interest, from 10th June, 1869, to 10th June, 1872, on \$1,200 grant for Court House, County of Portneuf.....	216	00		2,652 31
Sundry persons	Interest on 8 per cent. debentures, Aylmer Court House.....	1,786	15		
do	Interest on 8 per cent. debentures, Kamouraska Court House	795	20		
1872-73.					
Sundry persons	Interest paid on Kamouraska Court House debentures.....	1,199	04		2,797 35
do	Interest paid on Aylmer Court House debentures...	1,859	53		
1873-74.					
Sundry persons	do Kamouraska Court House debentures.....	840	58		3,058 57
do	Interest paid on Aylmer debentures	1,547	50		
E. A. de St. George, M.P.	do due County of Portneuf.....	72	00		
1874-75.					
Sundry persons.....	Interest paid on Kamouraska Court House debentures.....	410	96		2,460 08
do	Interest paid on Aylmer Court House debentures...	1,588	40		
E. A. de St. George, M.P.	do due to County of Portneuf.....	72	00		
1875-76.					
Sundry persons.....	Interest on Kamouraska Court House debentures...	646	96		2,071 35
do	do Aylmer do do	1,790	00		
do	Interest due to County of Portneuf.....	72	00		
1876-77.					
Sundry persons.....	Interest on Kamouraska Court House debentures...	355	20		2,508 96
do	do Aylmer do do	1,348	60		
do	Interest due to County of Portneuf.....	72	00		
				1,775	80
Carried forward.....				25,118	83

B (3).

ACCOUNTS.

CR.

		\$ cts.	\$ cts.	\$ cts.
	COURT HOUSE, MONTREAL.			
1867-68.....	Prothonotary	175 52		
	Collector of Inland Revenue.....	1,330 80		
	Sheriff	857 08		
	COURT HOUSE, AYLMER.			
	Collector of Inland Revenue.....	226 80		
	COURT HOUSE, KANOURASKA.			
	Sheriff	301 49	2,891 69	
1870-71.....	Court House, Kamousaska— W. Taché, Sheriff	15 87	15 87	2,907 56
	Carried forward.....			2,907 56

DR.

QUEBEC SPECIAL

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
	Brought forward		25,118 83
	BUILDING AND JURY FUND, LOWER CANADA. <i>Quebec Gaol.</i>		
1867-68.			
R. Quirouet.....	For Wages and services.....	104 00	
T. M. Quigley & Co.....	Alterations.....	973 66	
Chas. Chateaufvert.....	do	235 50	
Lévis Marcotte.....	do	287 15	
Z. Chartre	Fitting up stoves, winter of 1866-67	30 00	
Belanger & Garipey	Sundries furnished for alterations	544 25	
Z. Vaudry.....	Plumbers' work and sundries for alterations....	367 36	
P. Gauvreau.....	Travelling expenses, April to October, 1867....	40 70	
Antoine Dellaire.....	Repairs on roof.....	7 20	
P. Peebles	Gas meters.....	97 43	
	<i>Kamouraska Gaol and Court House.</i>		
O. Taché	To Pay rent of Jailor's temporary dwelling, from 19th April to 31st Dec., 1867	83 67	
	<i>St. Frances District Gaol and Court House.</i>		
P. Portugais.....	For Salary as Superintendent and travelling ex- penses, from June to October, 1877	326 50	
Chas. Coté	Work performed as contractor.....	3,380 00	
do	Salary as Caretaker, and fuel supplied to new gaol	309 00	
M. A. Gauvreau	Model of cell locks for gaol	7 20	
L. J. Lalor	Cell locks supplied	212 50	
P. Gauvreau.....	Travelling expenses, April to October, 1867....	12 00	
Richard Freeman	Advertising in "Sherbrooke Freeman" tenders for new gaol	10 00	
	<i>Saguenay District Gaol and Court House.</i>		
George Levesque	For Extra work making a fence.....	180 00	
J. B. Derome	Travelling expenses inspecting works, January and February, 1867, and to pay Mr. Ber- thiaume.....	48 50	
	<i>Joliette District Gaol and Court House.</i>		
Antoine Dellaire.....	For Repairs to roof in November, 1867	146 45	
	<i>Richeheu District Gaol and Court House.</i>		
Antoine Dellaire.....	For Repairs to roof in August, 1867.....	78 34	
1868-69.			
Medard Garipey	For Work done to Beauharnois Gaol, in July, 1866.	178 66	7,481 41
J. E. Miller.....	In full for extra work as contractor of Court House and Gaol.....	61 80	
Charles Coté	On account of extra work at new gaol, Sherbrooke	500 00	
1869-70.			
.....	To Pay James Dunbar, travelling costs <i>in re</i> Charles Coté, Contractor for new gaol, Sherbrooke	215 58	740 46
.....	Hon. George Irvine, costs <i>in re</i> Charles Coté, contractor, new gaol, Sherbrooke	153 00	
.....	Edward Walker, account of award to con- tractor, new gaol, Sherbrooke.....	811 61	
.....	John Reynhart, travelling expenses in connec- tion with Coté's claim	47 00	
	Carried forward		1,227 19
			34,567 89

ACCOUNTS—Continued.

CR.

	\$	cts.	\$	cts.	\$	cts.
Brought forward.....					2,907	56
BUILDING AND JURY FUND, LOWER CANADA.						
Sheriff of Montreal.....			114	48		
do Beauharnois.....			403	10		
do Bonaventure.....			83	34		
do Terrebonne.....			13	02		
					613	94
Carried forward.....					3,521	50

DR.		QUEBEC SPECIAL	
To whom paid.	SERVICE.	\$ cts.	\$ cts.
	Brought forward.....		34,567 89
1867-68.	CONSOLIDATED MUNICIPAL LOAN FUND, L. C.		
	Expenses of management.....	250 00	250 00
	MUNICIPALITIES FUND, PROVINCE OF QUEBEC.		
John Taylor	On account of grant for County Court House, Argenteuil	600 00	
A. O. Desilets.....	Interest on grant of \$1,200 to County of Nicolet...	72 00	
P. L. Gendron.....	do 10 years to County of Bagot.....	720 00	1,392 00
1868-69.			
P. LaRue, M.P.....	To pay Municipal Council, Portneuf, one year's interest to 10th June, 1868, on grant for Court House.....	72 00	
T. Barrow.....	To pay Municipal Council, Argenteuil, balance of grant for Court House, and interest to 12th September, 1868.....	1,377 20	
Joseph Gaudet, M.P.....	One years' interest on grant for Court House to County of Nicolet.....	72 00	
P. L. Gendron	Two years' interest to 10th June, 1869, on \$1,200 grant for Court House, County of Bagot, and one-half of the principal.....	744 00	2,265 20
1869-70.			
	To paid P.L. Gendron, Secretary-Treasurer, County Bagot, balance of grant and interest on County Court House.....	612 00	
	P. Larue, M.P., to pay to Municipal Council, Portneuf, two years' interest to 10th June, 1869, on grant for County Court House....	144 00	756 00
1868-69.	QUEBEC FIRE LOAN.		
A. H. Verret.....	Salary from 1st January to 30th June, 1868, as Clerk in charge of Quebec Fire Loan.....	500 00	
do	Salary from 1st July to 30th September, 1868, as Clerk in charge of Quebec Fire Loan.....	250 00	750 00
	To Balance.....		21,714 51
			61,695 60

ACCOUNTS—*Concluded.*

CR.

		\$ cts.	\$ cts.	\$ cts.
	Brought forward.....		3,521 50	
	CONSOLIDATED MUNICIPAL LOAN FUND, L.C.			
1867-68.....	Town of Sorel.....	1,600 00		
	do St. Hyacinthe.....	1,210 00		
	Village of Varennes.....	250 00		
	Parish of Champlain.....	116 00		
	do St. Geneviève (Batiscan).....	30 00		
	do St. Narcisse.....	80 00		
	do St. Stanislas.....	80 00		
	Municipality of Grande Rivière.....	31 46		
	Amount credited to certain municipalities on account of Seignorial Indemnity. (Statement 20, Part II, Pub. Accounts).....	994 03		
			4,391 49	
1868-69.....	Town of Sorel.....	1,600 00		
	do St. John.....	1,200 00		
	Parish of Champlain.....	103 88		
	do St. Geneviève.....	64 00		
	do St. Narcisse.....	80 00		
	do St. Stanislas.....	80 00		
	Amount credited to certain municipalities on account of Seignorial Indemnity.....	18,932 64		
			22,060 52	
1869-70.....	Town of Sorel.....	3,200 00		
	Parish of Mont Carmel.....	259 92		
			3,459 92	
	REGISTRATION FUND, L.C.			
1867-68.....	The Post Office Department.....	5,810 58		
	Stamp Distributor, Montreal.....	517 75		
	do Quebec.....	375 28		
	Sheriff of Kamouraska.....	50 00		
	Postmaster, Aymer.....	67 23		
	do Hargrave.....	9 03		
			6,829 87	
1868-69.....	Postmaster, Aymer.....	17 43		
	do Hargrave.....	8 55		
			25 98	
	LOWER CANADA SUPERIOR EDUCATION FUND.			
1867-68.....	County of Bruce debentures redeemed.....	7,200 00		
	Interest do do.....	1,254 31		
			8,454 31	
1868-69.....	Interest on County of Bruce debentures.....	649 89		
	do Huron do.....	90 00		
	Investment on account of Trust Funds, County of Bruce.....	11,200 00		
	Investment on account of Trust Funds, County of Huron.....	1,000 00		
			12,939 89	
	LAW STAMPS, L.C.			
1868-69.....	Postmaster, Portage du Fort.....	3 97		
	do Wakefield.....	6 82		
			10 79	
	COURT HOUSE TAX, QUEBEC.			
1873-74.....	Cash received from Messrs. Derry & Pelletier, C.C.C., Quebec Court House Tax, 12 Vic., cap. 112.....	1 33	1 33	
	By Balance.....		61,695 60	21,714 51

SCHEDULE

DR.

ONTARIO SPECIAL

To whom Paid.	SERVICE.	\$ cts.	\$ cts.
1867-68.	UPPER CANADA BUILDING FUND.		
W. Ferguson.....	Government portion of expense constructing Gaol and Court House, County of Frontenac.....	4,000 00	
J. C. Rykert.....	do do do Lincoln.....	6,000 00	
R. S. Chapman.....	do do do Prince Edward..	4,580 00	
F. McAnnany.....	Balance do do do Hastings.....	1,262 50	
F. L. Pan.....	do do do Grey.....	2,981 00	
Bank of Montreal.....	To reimburse it for cheques paid on account of Lunatic Asylum, Toronto; Building Account.....	\$1,980 95	
J. McKirdy.....	An advance on account of Building Account.....	9,000 00	
		10,980 95	29,804 45
1868-69.			
Fred. L. Pan.....	For balance of Government portion towards constructing new Gaol, County of Grey.....	3,019 00	
Patterson L. Beatty.....	Services in November, 1866, and January, 1867, in connection with Provincial Asylum, Toronto..	42 00	
1869-70.			
.....	To paid, Bank of Montreal, for letter of credit checks, outstanding and given for transactions prior to Confederation.....	121 00	3,061 00
			121 00
1867-68.	MARRIAGE LICENSES.		
Thos. Ross.....	To pay printing and contingencies of the Marriage License Fund.....	686 22	
Pastmaster-General.....	For postages.....	167 91	854 13
1868-69.			
Thos. Ross.....	To pay for printing and telegrams.....	476 44	
Postmaster-General.....	For postages.....	63 60	540 04
1869-70.			
Thos. Ross.....	To pay for telegrams and for printing marriage licenses, to 30th June, 1870.....	200 00	
Postmaster-General.....	For postages.....	85 13	285 13
1870-71.			
Thos. Ross.....	To pay for telegram and travelling expenses.....	193 86	
Post Office Department..	For postages during fiscal year, to 30th June, 1871.	71 67	
Stationery Office.....	For stationery supplied.....	31 33	297 86
1871-72.			
Post Office Department..	For postages, September quarter, 1871.....	16 63	
Thomas Ross.....	Contingent expenses connected with marriage licenses.....	138 80	155 43
1872-73.			
June 30.....	To amount paid for telegrams within the year.....	183 44	183 44
1873-74.			
Sundry persons.....	Amount paid for telegrams within the year.....	126 28	
do.....	do stationery do.....	51 48	177 76
	Carried forward.....		35,480 24

B (4).

ACCOUNTS.

CR.

		RECEIPTS.	\$ cts.	\$ cts.	\$ cts.
MARRIAGE LICENSES.					
1867-68.....	Marriage Licenses.....			36,478 00	
1868-69.....	do			30,895 00	
1869-70.....	do			34,555 00	
1870-71.....	do			35,466 00	
1871-72.....	do			35,361 00	
1872-73.....	do			41,057 00	
1873-74.....	do			34,000 00	
				247,812 00	
CONSOLIDATED MUNICIPAL LOAN FUND, U.C.,					
1867-68.....	Town of Belleville		1,630 00		
	do Cornwall		960 00		
	do Chatham		4,001 23		
	do Paris.....		3,200 00		
	Village of Chippawa.....		635 00		
	do Stratford.....		1,000 00		
	County of Elgin.....		9,600 00		
	do Essex.....		921 17		
	do Grey.....		1,280 00		
	do Hastings.....		17,216 00		
	do Huron.....		20,240 00		
32,986 40	do Lambton.....		1,280 00		
	do Lanark and Renfrew.....		5,282 82		
	do Lincoln.....		2,900 00		
	do Middlesex.....		120 00		
	do Northumberland and Durham.....		31,700 00		
	do Oxford.....		1,600 00		
	do Perth.....		3,804 30		
	Township of Bertie.....		3,200 00		
	do Brantford.....		3,650 70		
	do Canboro'.....		720 00		
	do Stanley.....		800 00		
	do Wainfleet		1,553 42		
				117,294 64	
1868-69.....	County of Grey.....		640 00		
	do Huron.....		10,000 00		
	do Lambton.....		640 00		
	do Lanark.....		2,766 09		
	do Perth.....		3,507 50		
	do Renfrew.....		1,919 50		
	Township of Bertie.....		3,200 00		
	do Canboro'.....		200 00		
	do Moulton and Sherbrooke.....		1,344 00		
				24,217 00	
1868-70.....	County of Oxford.....		800 00		
				800 00	
				142,311 64	
LAW SOCIETY, UPPER CANADA.					
1867-68.....	County of Brant.....		296 40		
	do Bruce		9 50		
				305 90	
				390,123 64	

DR.

ONTARIO SPECIAL

To whom Paid.	SERVICE.	\$ cts.	\$ cts.
	Brought forward.....		35,480 24
1867-68.	CONSOLIDATED MUNICIPAL LOAN FUND, U.C.		
	Expenses of management.....	1,150 00	1,150 00
1867-68.	LAW SOCIETY, ONTARIO.		
Lawrence Hayden.....	For 35 precepts issued by him as Clerk of the Queen's Bench, Autumn Assizes, 1866, County of York.....	35 00	
M. B. Jackson.....	Clerk of the Crown and Common Pleas, for services as Clerk, Spring Assizes, 1867, for City of Toronto and County of York.....	161 00	
	For services and postages of the following Deputy Clerks of the Crown and Pleas, as Clerks of Assize, viz.:		
D. A. McMullen.....	County of Essex, Spring Assizes 1867.....	33 72	
Isaac P. Wilson.....	do Welland do.....	12 40	
Charles Rice.....	do Lanark do.....	8 00	
J. R. Gemmill.....	do Lambton do.....	20 00	
J. W. Marston.....	do Prescott and Russell, Spring Assizes, 1867.....	8 40	
Thomas Fortye.....	do Peterborough, Spring Assizes, 1867... ..	20 40	
James Fraser.....	do Carleton, Spring and Fall Assizes, '67.....	55 55	
W. L. P. Eager.....	do Halton do do.....	28 00	
W. Grace.....	do Victoria do do.....	15 00	
J. B. McGuin.....	do Lennox and Addington, Spring and Fall Assizes, 1867.....	29 90	
C. C. Rapelje.....	do Norfolk, Spring and Fall Assizes, 1867.....	28 00	
John Twigg.....	do Prince Edward, Spring Assizes, 1867.....	17 00	
Arch. Thomson.....	do Renfrew, Spring and Fall Assizes, '67.....	12 30	
Roderick McDonald.....	do Stormont, Dundas and Glengarry, Fall Assizes, 1866 and Spring Assizes of 1867.....	37 75	
James Hough.....	do Wellington, half-year, to 30th Sept., 1867.....	1 80	
William Gunn.....	do Bruce, Fall Assizes, 1867.....	8 32	
R. W. Griffith.....	do Haldimand, Spring Assizes, 1867.....	8 00	
Hugh Johnson.....	do Huron, Fall Assizes, 1867.....	17 00	
James A. Austin.....	do Peel do.....	8 00	
J. V. Ham.....	do Ontario do.....	12 50	
J. H. Godson.....	do Brant do.....	30 00	
John Macbeth.....	do Middlesex, Spring Assizes, 1867.....	16 00	
T. D. Warren.....	do Elgin, Fall Assizes, 1867.....	4 40	
James Kintrea.....	do Oxford do.....	28 00	
P. O'Reilly.....	do Frontenac do.....	40 00	
W. H. Campbell.....	do Leeds and Grenville, Fall Assizes, '67.....	16 00	
James McFadden.....	do Perth, Fall Assizes, 1867.....	24 47	
Jonathan Lane.....	do Simcoe do.....	24 00	
R. D. Chatterton.....	do Northumberland, Fall Assizes, 1867... ..	33 00	
P. Inglis.....	do Grey do.....	24 00	
F. A. B. Clench.....	do Lincoln do.....	14 00	
	Carried forward.....		831 91
			37,462 15-

ACCOUNTS — *Continued.*

CR.

—	RECEIPTS	\$ cts.	\$ cts.	\$ cts.
	Brought forward	305 90	.....	390,123 64
	<i>LAW SOCIETY, UPPER CANADA—Continued.</i>			
1867-68.....	County of Carleton.....	344 86		
	do Elgin.....	79 80		
	do Essex.....	40 47		
	do Frontenac.....	424 74		
	do Grey.....	133 95		
	do Haldimand.....	47 03		
	do Halton.....	61 27		
	do Hastings.....	512 55		
	do Huron.....	325 85		
	do Kent.....	142 98		
	do Lambton.....	149 15		
	do Lanark.....	86 74		
	do Lennox and Addington.....	151 05		
	do Leeds and Grenville.....	171 57		
	do Lincoln.....	319 68		
	do Middlesex.....	660 25		
	do Norfolk.....	108 40		
	do Northumberland and Durham.....	452 96		
	do Ontario.....	169 58		
	do Oxford.....	185 25		
	do Perth.....	224 21		
	do Peel.....	100 23		
	do Peterborough.....	301 18		
	do Prescott and Russell.....	63 27		
	do Prince Edward.....	86 93		
	do Renfrew.....	15 68		
	do Simcoe.....	194 75		
	do Stormont, Dundas and Glengarry.....	297 85		
	do Waterloo.....	60 14		
	do Welland.....	56 05		
	do Wellington.....	232 75		
	do Wentworth.....	962 83		
	do York.....	5,358 00		
			12,825 87	
	Amounts received from offices of Courts Queen's Bench, &c. :			
	County of Wentworth.....	350 00		
	do York.....	62 00		
	District of Nipissing.....	6 60		
			418 60	
				13,244 47
	Carried forward.....			403,368 11

DR.

ONTARIO SPECIAL

To whom Paid.	SERVICE	\$ cts.	\$ cts.
	Brought forward.....		37,462 15
	Carried forward		37,462 15

ACCOUNTS—Continued.

CR.

RECEIPTS.		\$	cts.	\$	cts.	\$	cts.
Brought forward.....						403,368	11
LAW SOCIETY UPPER CANADA.							
<i>Law Stamps.</i>							
1868-9.....	County of Brant.....	1,953	21				
	do Bruce.....	1,976	00				
	do Carleton.....	2,656	68				
	do Elgin.....	380	00				
	do Frontenac.....	1,658	96				
	do Grey.....	1,636	37				
	do Haldimand.....	693	50				
	do Halton.....	707	52				
	do Hastings.....	3,027	65				
	do Huron.....	1,951	30				
	do Kent.....	1,221	19				
	do Lambton.....	981	21				
	do Lanark.....	1,195	26				
	do Lennox and Addington.....	866	88				
	do Leeds and Grenville.....	1,457	77				
	do Lincoln.....	1,615	00				
	do Middlesex.....	2,731	25				
	do Norfolk.....	1,455	45				
	do Northumberland and Durham.....	1,954	15				
	do Ontario.....	1,395	55				
	do Oxford.....	1,795	75				
	do Perth.....	1,947	50				
	do Peel.....	784	99				
	do Peterboro'.....	1,188	26				
	do Prescott and Russell.....	301	78				
	do Prince Edward.....	1,135	73				
	do Renfrew.....	592	00				
	do Simcoe.....	2,838	65				
	do Stormont, Dundas and Glengarry.....	1,980	37				
	do Waterloo.....	1,330	00				
	do Welland.....	613	70				
	do Wellington.....	1,267	01				
	do Wentworth.....	3,372	50				
	do York.....	26,759	13				
		77,422	27				
<i>Law Society.</i>							
1868-9.....	Wm. Leggo, Master and Deputy Registrar, County of Wentworth.....	400	00				
<i>Law Fees, 12 Vic., Cap. 63-64.</i>							
1868-9.....	Deputy Clerk, C. and P., District of Algoma.....	0	50			77,822	77
Carried forward.....				77,822	77	403,368	11

ACCOUNTS—Continued.

CR.

RECEIPTS.		\$	cts.	\$	cts.	\$	cts.
Brought forward.....				77,822	77	403,368	11
LAW SOCIETY, UPPER CANADA.							
<i>Law Stamps.</i>							
1869-70.....	County of Brant.....	114	00				
	do Carleton.....	242	25				
	do Frontenac.....	130	15				
	do Haldimand.....	57	00				
	do Halton.....	95	00				
	do Huron.....	118	75				
	do Kent.....	47	50				
	do Lanark.....	53	20				
	do Leeds and Grenville.....	57	00				
	do Lennox and Addington.....	200	00				
	do Middlesex.....	327	75				
	do Northumberland.....	104	50				
	do Peel.....	39	90				
	do Peterboro'.....	141	55				
	do Perth.....	47	50				
	do Prince Edward.....	71	25				
	do Prescott and Russell.....	40	00				
	do Renfrew.....	19	00				
	do Simcoe.....	166	25				
	do Waterloo.....	95	00				
	do Wellington.....	123	50				
	do Wentworth.....	95	00				
	do York.....	513	00				
		2,899 05					
<i>Law Society.</i>							
	Wm. Leggo, Master and Deputy Registrar, County of Wentworth.....	400	00				
<i>Law Fees, 12 Vic., Cap. 63-64.</i>							
	Deputy Clerk, Crown and Pleas, District of Algoma.....	2	00			3,301	05
<i>Law Society.</i>							
1870-1.....	Wm. Leggo, Master and Deputy Registrar, County of Wentworth.....	100	60			100	00
LUNATIC ASYLUM TAX.							
1867-8.....	Lunatic Asylum tax arrears, District of Nipis- sing.....	93	11			93	11
Tavern Licenses.							
1868-9.....	Amount received for tavern licenses in the Dis- trict of Algoma.....	52	50			52	50
						81,223	82
						93	11
						52	50
						484,737	54

SCHEDULE B (5).

EXPENDITURE on Account of Crown Timber Agencies.

DR.

To,whom Paid.	SERVICES.	\$ cts.	\$ cts.
1867-8. Quebec.			
A. Russell, Asst. Com...	To pay McLean Stewart's disbursements for July, 1867.....	316 67	
do	do do do Aug., 1867.....	316 67	
McLean Stewart.....	do pay-list of his office for October, 1867, and from February to June, 1868.....	1,883 34	
G. A. Bourgeois	do pay-list of McLean Stewart's office for Nov. and Dec., 1867, and Jan., 1868.....	949 99	
do	do salary of C. E. Belle, and other disbursements for December, 1867.....	546 88	
do	do salary of C. E. Belle, and other disbursements for January, 1868.....	305 61	
do	do salaries, &c., of C. E. Belle, and other disbursements for February, 1868.....	474 99	
do	do salary of C. E. Belle.....	158 34	
do	do for extra work preparing records for January, February, March and April, 1868.....	1,042 75	
do	do Crown Timber Agents and Superintendent of Cullers.....	246 99	
do	do salaries and disbursements of his office for May, 1868.....	158 33	
do	do salary of C. E. Belle for June, 1868.....	158 34	
do	do do do	171 00	
	Ontario (Ottawa).		6,729 30
A. Russell, Asst. Com...	To pay A. J. Russell, for Ottawa Slide dues.....	541 62	
do	do do salaries, &c., of Crown Timber Office, Ontario.....	694 44	
do	do A. S. Russell, for salaries, &c., for Crown Timber Office, Quebec.....	694 44	
A. J. Russell.....	do salaries and disbursements of Crown Timber Office, Ottawa, for January, 1868.....	278 88	
do	do salaries and disbursements of Crown Timber Office for Province of Ontario.....	329 81	
do	do salaries and disbursements of Crown Timber Office for Province of Quebec.....	329 81	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for February, 1868.....	101 88	
do	do salaries and disbursements for Province of Ontario.....	152 81	
do	do salaries and disbursements for Province of Quebec.....	152 81	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for April, 1868.....	101 88	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for quarter ended 30th June, 1868.....	257 67	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for March, 1868.....	101 88	
do	do salaries and disbursements for Province of Ontario.....	563 29	
do	do salaries and disbursements for Province of Quebec.....	563 28	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for May, 1868.....	101 88	
	Carried forward.....	4,966 38	6,729 30

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom paid.	Services.	\$ cts.	\$ l. cts.
1667-8.	Brought forward	4,966 38	6,729 130
	<i>Ontario (Ottawa)—Concluded.</i>		
A. J. Russell.	To pay salaries and disbursements for Province of Ontario	152 81	
do	do salaries and disbursements for Province of Quebec	152 81	
do	do salaries and disbursements of Crown Timber Office, Ottawa, for June, 1868.....	101 88	
do	do salaries and disbursements for Province of Ontario	152 81	
do	do salaries and disbursements for Province of Quebec	152 81	
		5,679 50	
	Less—Refund.....	32 00	
1668-9.	<i>Ottawa.</i>		5,647 50
Bank of Montreal.....	To pay A. J. Russell pay-list of his office for July, 1868	407 50	
do	do do Aug. do .	407 50	
do	do do Sept. do .	407 50	
do	do do Oct. do .	407 50	
do	do do Nov. do .	407 50	
do	do do Dec. do .	407 50	
do	do do Jan., 1869	407 50	
do	do do Feb. do .	357 50	
do	do do Mar do .	407 50	
do	do do April do .	407 50	
do	do do May do .	407 50	
do	do do June do .	407 50	
A. J. Russell.....	Contingencies of his office for fiscal year 1868-69	2,293 63	
do	Cost of survey of lands on the Upper Gatineau	75 00	
	<i>Quebec.</i>		7,208 3
G. A. Bourgeois, Asst. Com. Crown Lands....	To pay C. E. Belle for disbursements to 30th Sept., 1868.....	462 00	
do	do salary for July, 1868	158 33	
do	do do Aug. do	158 33	
do	do do Sept. do	158 34	
do	do do Oct. do and disbursements for quarter ended 31st Dec., 1868.....	294 33	
do	do do Nov. do	158 33	
do	do do Dec. do and Jan., 1869, and disbursements.	480 17	
do	do disbursements for quarter to 31st March, 1869	163 00	
do	do salary for Feb., 1869.	158 33	
do	do do Mar. do	158 34	
do	do do April do	158 33	
do	do do May do	158 33	
do	do do June do	158 34	
do	For printed forms for Returns for Ontario.....	69 75	
	Carried forward.....	2,894 25	19,

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom Paid.	Services.	\$ cts.	\$ cts.
	Brought forward.....	2,894 25	19,585 43
	<i>Quebec</i> —Concluded.		
McLean Stewart.....	To pay list of his office for July, 1868.....	316 67	
do	do Aug. do	316 67	
do	do Sept. do	316 67	
do	do Oct. do	316 67	
Bank of Montreal.....	do Nov. do	316 67	
do	do Dec. do	316 66	
do	do Jan., 1869	316 67	
do	do Feb. do	316 67	
do	do Mar. do	316 66	
do	do April do and contingencies (\$300).....	616 66	
do	do May do	316 67	
do	do June do	316 66	
			6,994 25
1869-70.	<i>Ottawa</i> .		
Bank of Montreal.....	To pay pay-list of office of A. J. Russell, Crown Timber Agent, for July, 1869.....	407 50	
do	do do Aug. do	497 50	
do	do do Sept. do	407 50	
do	do do Oct. do	457 50	
do	do do Nov. do	457 50	
do	do do Dec. do	457 50	
do	do do Jan. 1870	457 50	
do	do do Feb. do	457 50	
do	do do Mar. do	457 50	
do	do do April do	457 50	
do	do do May do	457 50	
do	do do June do	457 50	
A. J. Russell, Crown Timber Agent.....	To pay contingencies of his office from 1st June, 1869, to 30th June, 1870.....	2,217 48	
			7,557 48
G. A. Bourgeois, Asst. Commissioner Crown Lands, Quebec	<i>Quebec</i> .		
do	To pay salary of C. E. Belle for July, 1869.....	158 33	
	do salary and disbursements of C. E. Belle for August, 1869.....	378 33	
E. C. Taché	do salary of C. E. Belle for September and October, 1869	316 67	
do	do salary and disbursements of C. E. Belle for November, 1869	353 33	
do	do salary of C. E. Belle for December, 1869.....	158 34	
Bank of Montreal.....	To pay pay-list of office of McLean Stewart, Crown Timber Agent, for July, 1869.....	316 67	
do	do do Aug. do	316 67	
do	do do Sept. do	366 67	
do	do do Oct. do	316 67	
do	do do Nov. do	316 67	
	Carried forward.....	2,998 35	34,137 16

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
1869-70.	Brought forward.....	2,998 35	34,137 16
	<i>Quebec—Concluded.</i>		
Bank of Montreal	To pay-list of office of McLean Stewart, Crown Timber Agent, for Dec. 1869.....	316 66	
do	do do Jan., 1870.....	316 67	
do	do do Feb., 1870.....	316 67	
do	do do Mar., 1870.....	316 68	
do	do do Apr., 1870.....	616 67	
do	do do May, 1870.....	316 67	
do	do do June, 1870.....	316 66	
			5,515 01
1870-71.	<i>Ottawa.</i>		
A. J. Russell.....	Salary as Crown Timber Agent and Collector of Slide Dues, Ottawa, for year ended 30th June, 1871..	1,840 00	
O. S. McNutt	Salary as Assistant Timber Agent for the year ended 30th June, 1871.....	1,200 00	
James Ritchie.....	Salary as Clerk, for the year ended 30th June, 1871	700 00	
A. J. Russell, jun.....	Salary as acting Draughtsman, for the year ended 30th June, 1871.....	600 00	
Edward T. Smith	Salary as Second Clerk, for the year ended 30th June, 1871.....	550 00	
Rudolph Rauscher	Salary as Extra Clerk and Draughtsman, for eleven months ended 31st May, 1871.....	550 00	
S. Cameron.....	Salary as Timber Counter from September, 1870, to 30th June, 1871.....	512 34	
		5,952 34	
A. J. Russell	To pay contingencies of office for July, August and September, 1870..... \$490 93		
Department of Inland Revenue.....	To pay to A. J. Russell to meet contingencies, nine months..... 958 98		
		1,449 91	7,402 25
	<i>Quebec.</i>		
McLean Stewart.....	Salary as Crown Timber Agent and Collector of Slide Dues, Quebec, for year ended 30th June, 1871	1,800 00	
Wm. O'Kane.....	Salary as Assistant Timber Agent, for year ended 30th June, 1871.....	1,200 00	
John Mackay	Salary as Clerk, for year ended 30th June, 1871.....	800 00	
			3,800 00
1871-72.	<i>Ottawa.</i>		
A. J. Russell.....	Salary as Crown Timber Agent and Collector of Slide Dues, for year ended 30th June, 1872	1,840 00	
Charles McNutt.....	do Assistant Timber Agent, for year ended 30th June, 1872.....	1,200 00	
James Ritchie.....	do Clerk, for year ended 30th June, 1872.....	700 00	
A. J. Russell, jun.....	do Draughtsman do do	600 00	
Edward Smith.....	do Clerk do do	550 00	
John Cameron.....	do Timber Counter, from July to Dec., 1871	309 96	
	Carried forward.....	5,199 96	50,854 42

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
1871-72.	Brought forward.....	5,199 96	50,854 42
	<i>Ottawa—Concluded.</i>		
Henry Codd.....	Salary as Clerk, from Sept., 1871, to 30th June, 1872	478 20	
John Jackson.....	do Messenger, from 1st January to do	150 00	
J. Macdonald.....	do Deputy Slide Master, from 1st March, 1872, to 30th June, 1882.....	28 32	
James Steen.....	do Timber Counter, 19th April, 1872, to 30th June, 1872.....	145 99	
James Redmond.....	do Timber Counter, 1st May, 1872, to 30th June, 1872.....	121 66	
		6,124 13	
Russell.....	Contingencies of office.....	1,202 03	7,326 16
	<i>Quebec.</i>		
McLean Stewart.....	Salary as Crown Timber Agent and Collector of Slide Dues, for year ended 30th June, 1872.....	1,800 00	
John O'Kane.....	Salary as Assistant Timber Agent, for year ended 30th June, 1872.....	1,200 00	
John Mackay.....	do Clerk, for year ended 30th June, 1882.....	800 00	
		3,800 00	
McLean Stewart.....	Contingencies of office.....	287 34	4,087 34
1872-73.	<i>Ottawa.</i>		
A. J. Russell.....	Salary as Collector.....	2,000 00	
Charles McNutt.....	do Assistant.....	1,400 00	
James Ritchie.....	do Clerk.....	1,000 00	
A. J. Russell, jun.....	do Draughtsman.....	700 00	
Edward Smith.....	do Clerk.....	650 00	
Henry Codd.....	do do.....	550 00	
John Jackson.....	do Messenger.....	300 00	
J. Macdonald.....	do Deputy Slide Master.....	85 00	
James Steen.....	do Timber Counter.....	462 11	
James Redmond.....	do Boatman.....	425 81	
		7,572 92	
	Contingencies.....	1,323 89	8,896 81
	<i>Quebec</i>		
McLean Stewart... ..	Salary as Collector.....	2,000 00	
Wm. O. Kane.....	do Clerk.....	287 76	
John Mackay.....	do do.....	1,129 98	
Pierre Miller.....	do do.....	649 97	
		4,067 71	
	Contingencies.....	266 04	
	Balance in hands of McLean Stewart.....	9 13	
			4,342 88
	Carried forward.....		75,507 61

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
	Brought forward		75,507 61
1873-4.	<i>Ottawa.</i>		
A. J. Russell	Salary as Collector	2,600 00	
C. S. McNutt	do Assistant	1,800 00	
James Ritchie	do Clerk	1,400 00	
A. J. Russell, jun.	do Draughtsman	1,200 00	
E. T. Smith	do Clerk	1,000 00	
H. Codd	do do	849 98	
John Jackson	do Messenger	300 00	
J. Macdonald	do Deputy Slide Master	85 00	
J. Steen	do Timber Counter	463 81	
John Redmond	do Boatman	425 81	
	Contingencies	1,064 18	11,188 76
	<i>Quebec.</i>		
McLean Stewart	Salary of Collector	2,000 00	
John Mackay	do Assistant	1,200 00	
P. Miller	do Clerk	1,000 00	
	Contingencies	314 48	
	Stationery	603 57	5,148 05
1874-5.	<i>Ottawa.</i>		
A. J. Russell	Salary as Collector	2,600 00	
C. S. McNutt	do Assistant	1,800 00	
James Ritchie	do Accountant	1,400 00	
A. J. Russell, jun.	do Draughtsman	1,200 00	
E. T. Smith	do Clerk	1,000 00	
H. Codd	do do 31st March	637 47	
John Jackson	do Messenger	300 00	
John Macdonald	do Deputy Slide Master	85 00	
James Steen	do Timber Counter	496 64	
John Redmond	do Boatman	425 81	
	Contingencies	1,602 40	11,547 32
	<i>Quebec.</i>		
McLean Stewart	Salary as Collector	2,000 00	
John Mackay	do Assistant	1,200 00	
P. Miller	do Clerk	1,000 00	
	Contingencies	144 74	
	Stationery and printing	126 62	4,471 36
	Carried forward		107,863 10

SCHEDULE B (5)—Continued.

EXPENDITURE on account of Crown Timber Agencies—Continued.

DR.

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
	Brought forward		107,863 10
1875-6.	Ottawa.		
A. J. Russell	Collector of Slide Dues, &c.....	2,600 00	
C. S. McNutt	Assistant Collector of Slide Dues, &c.....	1,800 00	
James Ritchie.....	Accountant	1,400 00	
A. J. Russell, jun.....	Draughtsman.....	1,200 00	
E. T. Smith	Clerk	968 35	
John Jackson	Messenger	300 00	
J. Macdonald	Deputy Slide Master	84 96	
James Steen	Timber Counter	467 81	
John Redmond	Boatman.....	425 81	
		9,246 93	
A. J. Russell	Rent of office.....	199 99	
John Darby.....	Extra Clerk	657 00	
D. Russell.....	do services.....	447 00	
S. C. LaRose	do Clerk	545 00	
Post Office	Postage.....	112 53	
Montreal Telegraph Co	Telegraphing.....	85 53	
Butterworth & Co....	Plumbing, &c.	24 85	
Hunton & Living	Hardware and printing materials for office boat.....	7 56	
G. C. Rainboth	Plan and field notes of survey	25 00	
A. G. Forrest.....	do do	30 00	
G. A. Harris.....	Firewood	24 00	
S. Barrifield.....	do	22 00	
J. Heney	do	11 00	
Chas. Flynn	do	111 37	
C. S. McNutt.....	Travelling expenses	20 95	
A. J. Russell.....	do	36 60	
Graves Bros.....	Stoves and pipes	14 55	
N. Germain	Tinsmith work	5 10	
J. Hope & Co.....	Stationery	62 73	
Hunter, Rose & Co....	Ontario Gazette	4 00	
B. Chamberlin.....	Canada Gazette	4 00	
C. L. Langlois.....	Quebec Gazette.....	5 00	
H. V. Noel.....	Protests of notes.....	6 48	
A. S. Woodburn.....	Printing	9 75	
T. H. Kirby.....	City taxes.....	52 40	
Water Commissioners.	Water rates	9 75	
James Daglish.....	Candles.....	9 04	
A. M. Burgess.....	Times, two years' subscription	12 00	
A. J. Russell	Petty expenses.....	75 94	
C. S. McNutt	Extra services.....	10 50	
James Ritchie	do	10 50	
			11,898 85
	Quebec.		
Salaries.			
McLean Stewart	Collector of Slide Dues	2,400 00	
John Mackay	Assistant.....	1,400 00	
Pierre Miller.....	Clerk.....	1,060 00	
Post Office	Postal accounts	25 49	
	Carried forward	4,825 49	119,761 95

SCHEDULE B (5)—*Concluded.*

EXPENDITURE on account of Crown Timber Agencies—*Concluded.*

DR.

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
	Brought forward.....	4,825 49	119,761 95
1875-6.	<i>Quebec—Concluded.</i>		
G. N. Tackaberry.....	Atlas	12 00	
Anne Kane.....	Tin box	5 09	
S. Lecompe.....	Detecting timber.....	4 00	
Montreal Telegraph Co..	Telegraphing	1 50	
M. Miller.....	Ink and copying press	20 55	
Queen's Printer.....	Official Gazette.....	5 00	
A. B. Cherrier.....	Quebec Directory.....	2 59	
McLean Stewart.....	Petty expenses.....	67 13	
do.....	Expenditure for stationery.....	20 95	
	Stationery, printing, &c.....	145 13	5,199 25
1876-7.	<i>Ottawa.</i>		
A. J. Russell.....	Collector.....	2,600 00	
C. S. McNutt.....	Assistant.....	1,800 00	
James Ritchie.....	Book-keeper.....	1,400 00	
A. J. Russell, jun.....	Draughtsman	1,200 00	
E. T. Smith.....	Clerk	921 50	
John Jackson.....	Messenger	300 00	
James McDonald.....	Deputy Slide Master.....	84 96	
James Steen.....	Timber Counter.....	471 81	
J. Redmond.....	Boatman.....	441 81	
	Contingencies.....	3,263 30	12,483 38
	<i>Quebec.</i>		
McLean Stewart.....	Collector.....	2,600 00	
John Mackay.....	Assistant.....	1,500 00	
Pierre Miller.....	Clerk.....	1,000 00	
	Contingencies	83 23	
	Printing.....	78 64	
	Stationery.....	137 89	5,339 76
			142,754 34

SCHEDULE

DR.

EXPENDITURE ON ACCOUNT

To whom Paid.	SERVICES.	\$ cts.	\$ cts.
1867-8.			
Andrew Russell, Assistant Commissioner...	To Pay certain parties in July, 1867, as per certificate	1,535 78	
do	do do	1,674 40	
do	George Cotton, for binding, stationery, &c.....	776 73	
do	Contingencies for August, 1867.....	279 32	
do	Extra services.....	257 25	
do	Salaries of extra clerks, for July, 1867.....	1,399 25	
do	W. F. Collins, on account of extra work.....	51 75	
do	Account of Whiteside & Walker, carting furniture of Department.....	220 62	
do	W. F. Collins, on account of extra work.....	20 25	
do	J. Hope & Co., for stationery.....	62 75	
do	A. Brown, salary from 1st to 14th August, 1867	19 50	
do	Agent's salaries for August, 1867.....	1,535 78	
do	J. E. Wither's refund account of Mining Location, Lake Superior.....	104 00	
do	Salaries of extra clerks, for August, 1867.....	1,701 75	
do	Extra work performed during August, 1867....	421 50	
do	Balance of salary to D. Meagher, extra clerk, for July, 1867.....	9 75	
do	Salary of J. Walsh, from 1st to 26th Aug., 1867	36 75	
do	Grand Trunk Railway Co., freight of office furniture from Ottawa to Toronto.....	789 27	
do	C. E. Perry, advance on account of salary for August, 1867.....	14 00	
do	D. Meagher salary from 1st to 6th September.	9 00	
do	Salary to 10th September, 1867, to extra clerks, dismissed.....	120 00	
do	Certain parties as per certificate.....	1,989 60	
do	Salary to H. Wright, to 16th September, 1867.	21 00	
do	P. Potvin, amount of his accounts for sundries	55 41	
do	Account of G. E. Desbarats for stationery.....	1,324 26	
do	Freight to Grand Trunk Railway Company....	4 50	
do	Certain parties as per certificate.....	203 50	
do	Accounts for extra work for September, 1867...	474 75	
do	Salaries of extra clerks do.....	1,177 75	
do	Account of G. E. Desbarats, for stationery.....	8 75	
do	Extra work done in Ottawa, during Oct., 1867	918 00	
do	Account of George Cotton, for books.....	260 40	
do	For carting office furniture.....	58 00	
do	Extra work in November and December, 1867..	441 50	
			17,976 82
Wm. Ford, Accountant.	A Russell, advance account of special services	200 00	
do	do do July, 1867.....	750 00	
do	do do August, 1867....	50 00	
do	do do do.....	146 58	
do	A. Z. Leveque, expenses from Quebec to Ottawa	28 50	
do	J. Bradshaw, for sundries for Department, Toronto, September.....	69 28	
do	Salaries for extra clerks, for October, 1867.....	229 32	
			1,473 68
J. W. Harper.....	Men making packing boxes.....	454 57	
William Midford.....	For iron work on do.....	67 89	
Postmaster-General.....	Postages for half-year ended 31st December, 1867	487 38	
G. E. Desbarats.....	Stationery supplied in Sept. and Oct., 1867.....	151 25	
			1,161 09
	To Balance.....		82,183 58
			102,795 17

B, (6.)

OF CROWN LANDS.

CR.

RECEIPTS.	\$ cts.	\$ cts.
1867-8.—Crown Lands Department.....	103,894 16	
LESS—Amount of two warrants credited in 1866-7, but paid in 1867-8.....	1,098 09	102,796 17
		102,796 17

SCHEDULE B, (7.)

REVISION according to Mr. Langton's statement.

	<i>Dr.</i>
ONTARIO.	\$ cts.
Balance in Public Accounts, 1876.....	6,672,676 52
Additional items debited.....	161,284 11
	6,833,960 63
QUEBEC.	
Balance in Public Accounts, 1876.....	4,625,361 59
Additional items debited.....	4,556 65
	4,629,918 24
SPECIAL ACCOUNTS.	
Balance in Public Accounts, 1876.....	<i>Cr.</i> 385,627 70
Additional items debit—	
Timber Agencies.....	17,883 14
Court House.....	1,775 80
	19,658 94
Two items written off debtor side.....	365,968 76
	177 83
	366,146 59
ONTARIO AND QUEBEC SUBSIDY ACCOUNT.	
Balance in Public Accounts, 1876.....	10,537,000 55
It should be—6 years' subsidy.....	12,936,753 60
5½ do interest, Common School Fund.....	452,552 15
	13,389,305 75
Interest on debt to 1873.....	2,865,559 91
	10,523,745 84
To be written off.....	13,254 71

SCHEDULE B (7)—Continued.

—	Dr.	Cr.
	\$ cts.	\$ cts.
SPECIAL ACCOUNTS ANALYZED.		
Crown Lands	20,611 59	102,795 17
Timber Agencies	142,754 34	.....
Local, Ontario	79,734 70	484,737 54
Local, Quebec	39,981 09	61,695 60
Balance	366,146 59	.....
	649,228 31	649,228 31
ONTARIO NEW ACCOUNT.		
Balance Public Accounts, 1877.....	6,833,960 63	.....
6 years' subsidy.....	.....	7,181,236 80
5½ do interest, Common School Fund .....	.....	251,950 14
Special account transferred	79,734 70	484,737 54
Balance	1,004,229 15	.....
	7,917,924 48	7,917,924 48
QUEBEC NEW ACCOUNT.		
Balance Public Accounts, 1877.....	4,639,918 24	.....
6 year's subsidy.....	.....	5,755,516 80
5½ do interest, Common School Fund.....	.....	200,602 01
Special accounts transferred	39,981 09	61,695 60
Balance.....	1,347,915 08	.....
	6,017,814 41	6,017,814 41
OLD ACCOUNTS.		
Ontario.....	6,833,960 63	.....
Quebec	4,629,918 24	.....
Special accounts (when items written off) .....	.....	366,146 59
Ontario and Quebec subsidy (when items written off).....	13,254 71	10,537,000 55
Balance .....	.....	573,986 44
	11,477,133 58	11,477,133 58
NEW ACCOUNTS.		
Ontario.....	.....	1,004,229 15
Quebec .....	.....	1,347,915 08
Special Accounts—		
Crown Lands.....	20,611 59	102,795 17
Timber Agencies.....	142,754 34	.....
Ontario and Quebec interest account to 1874	2,865,559 91	.....
Balance.....	.....	573,936 44
	3,028,925 84	3,028,925 84

SCHEDULE B (7)—Continued.

—	Ontario.	Quebec.
APPROXIMATE DIVISION.	\$ cts.	\$ cts.
Balance <i>Cr.</i>	1,004,229 15	1,347,915 08
Balance of Crown Lands by population.....	45,754 16	36,429 42
One-third Timber Agencies	1,049,983 31	1,384,344 50
	47,584 78	47,584 78
Interest on debt by population <i>Dr.</i>	1,002,398 53	1,336,759 72
	1,596,391 32	1,270,014 00
	<i>Dr.</i> —593,992 79	<i>Cr.</i> —66,745 72
Balance of new accounts, <i>vide</i> previous page		573,986 44
Interest on debt since 1873		845 40
		574,831 84
ONTARIO.		<i>Dr.</i>
According to approximate division—		
Balance as above		\$ 593,992 79
Dominion one-third timber agency.....		47,584 77
		641,577 56
QUEBEC.		<i>Cr.</i>
Balance as above		\$ 66,745 72
Balance as per previous statement.....		574,831 84
		641,577 56

SCHEDULE B (7).—*Concluded.*

REVISION OF DEBT.	Amount.	Half-year's Interest.
July, 1867.....	\$9,734,515 08	\$243,362 87
Jan., 1868.....	10,427,932 21	260,698 30
July, 1868.....	10,471,641 52	261,791 03
Jan., 1869.....	10,478,334 26	261,958 35
July, 1869.....	10,489,497 36	262,237 43
Jan., 1870.....	10,497,469 08	262,436 72
July, 1870.....	10,504,083 55	262,602 08
Jan., 1871.....	10,503,663 01	262,591 57
July, 1871.....	10,504,466 16	262,611 65
Jan., 1872.....	10,504,707 92	262,617 69
July, 1872.....	10,506,088 84	262,652 22
		\$2,865,559 91
Jan., 1873.....	964 28	24 10
July, 1873.....	964 28	24 10
Jan., 1874.....	1,964 28	49 10
July, 1874.....	3,336 43	83 26
Jan., 1875.....	3,736 43	93 41
July, 1875.....	4,486 43	112 16
Jan., 1876.....	9,185 93	229 64
July, 1876.....	9,185 93	229 64
		\$2,866,405 32

SCHEDULE

Dr.

PROVINCE OF

1867.		\$	cts.
July 1...	Direct debt assumed by the Dominion, 30th June, 1867, <i>Vide</i> balance sheet, 1866-67.....		62,734,797 63
	Indirect debt assumed by the Dominion, 30th June, 1867.....		150,400 00
	Special funds bearing interest, Indian Fund.....		1,810,110 61
	Common School Fund.....	\$1,733,224 47	
	Less—Investments—		
	Quebec Turnpike Trust.....	\$58,000 00	
	Arrears of interest on Turnpike Trust.....	29,580 00	
		87,580 00	
	Upper Canada Grammar School Fund.....	\$362,769 04	1,645,644 47
	Less—Investments (City of Hamilton).....	50,000 00	
			312,769 04
	Upper Canada Building Fund.....	\$1,578,808 96	
	Less—Investments (City of Hamilton).....	\$30,000 00	
	Arrears of interest.....	10,800 00	
	Expenditure in 1866-67.....	65,617 55	
		106,417 55	
	Lower Canada Superior Education Fund.....	\$377,251 53	1,472,391 41
	Less—investments (Huron and Bruce).....	\$19,400 00	
	do (City of Hamilton)....	10,000 00	
		29,400 00	
		347,851 53	
	Normal School Building Fund.....	61,761 84	
	Superannuated Teachers' Fund.....	2,700 88	
			412,314 25
	Compensation to Seigniors, capital.....		3,118,100 02
	Seigniorial indemnity to townships, capital.....		756,710 00
	Widows' pensions and uncommuted stipends, Upper Canada.....		50,143 84
	do do do Lower Canada.....		4,126 31
	Miscellaneous liabilities payable in cash, Court Houses, Lower Canada.....		4,061 20
	Montreal District Council.....		3,912 05
	Public Works special.....		20,000 00
	Municipalities Fund, Upper Canada.....		302,553 66
	Upper Canada Grammar School Income Fund.....	\$36,167 65	
	Less—Arrears of interest on investments.....	18,000 00	
			18,167 65
	Upper Canada Improvement Fund.....		5,119 08
	Compensation to Seigniors, arrears.....		72 25
	Seigniorial indemnity to townships.....		130,347 39
	Banking accounts 30th June, 1867, assumed by the Dominion.....		3,096,415 22
	Capitalization of annuities.....		999,835 55
	Balances of special appropriations, Ontario.....		218,473 37
	do do Quebec.....		99,482 20
	Surveys ordered before 30th June, 1867, Ontario.....		7,074 01
	do do Quebec.....		7,651 53
	Discount at which £73,000 stg debentures taken from the Bank of Montreal at par per agreement were placed in the Sinking Fund.....	\$46,184 66	
	Less—Premium at which £42,501 13s. 4d., due to the Sinking Fund, 30th June, 1867, might have been invested.....	30,807 42	
			15,377 24
	Arrears of payments to Indians under Robinson Treaty.....		140 800 00
	Capitalization of annuities.....		303,200 00
			77,835,129 98

C. (I.)

CANADA.

CR.

1867.		\$	cts.
July 1...	Sinking Fund of Imperial Guarantee Loan.....	681,333	32
	do Consolidated Canadian Loan.....	1,207,222	28
	Investments for Consolidated Fund.....	997,666	72
	Bank of Upper Canada.....	500,000	00
	Northern Railway special account.....	30,976	70
	Cataraqui property.....	6,584	54
	Cash and banking accounts transferred to the Dominion.....	\$1,461,250	61
	Less—Glyn & Co., suspense account.....	\$17,498	25
	Baring Bros. do.....	32,788	34
		50,286	59
	Hydraulic and other rents.....	1,410,964	02
	Road and harbor security.....	101,784	44
	Consolidated Fund Investment Account being excess of par value of Consolidated Canadian Loan debentures assumed from the Bank of Upper Canada.....	202,377	63
	Expenses of delegation to England.....	5,353	33
	Authorized debt under British North American Act.....	12,000	00
	Proportion of debt chargeable to Ontario as per 1st section of award:—	62,500,000	00
	\$18,587,520.57 : \$9,808,728.02 : : \$10,178,867.02.....	5,371,439	28
	Proportion of debt chargeable to Quebec as per 1st section of the award:—	4,807,427	74
	\$18,587,520.57 : \$8,778,792.55 : : \$10,178,867.02.....		
		77,835,129	89

SCHEDULE

PROVINCE OF

DR.

Date.				Interest
		\$ cts.	\$ cts.	\$ cts.
1867.	To Charges of Management.....	7,873 67		
July 31	Civil Government.....	9,168 22		
	Administration of Justice, East.....	26,133 87		
	do do West.....	16,658 38		
	Police.....	2,257 33		
	Penitentiaries.....	26,184 14		
	Legislation.....	25,396 59		
	Education, East.....	9,284 32		
	Hospitals and Charities.....	22,566 23		
	Geological Survey.....	1,912 13		
	Militia.....	90,452 72		
	Arts, Agriculture and Statistics.....	23 00		
	Emigration.....	10,190 42		
	Public Works and Buildings.....	9,063 54		
	Rents and Repairs.....	3,274 79		
	Roads and Bridges.....	2,914 39		
	Ocean and River Service.....	56,450 00		
	Lighthouse and Coast Service.....	13,693 88		
	Steamboat Inspection.....	207 05		
	Miscellaneous.....	6,744 39		
	Interest on Public Debt.....	320 00		
	Seigniorial Tenure.....	159 29		
	Customs.....	37,365 85		
	Excise.....	2,638 90		
	Post Office.....	41,217 82		
	Revenue from Public Works.....	27,260 32		
	Stamps.....	107 94		
	Minor Revenues.....	198 33		
			449,717 51	
Aug. 1	Charges of Management.....	993 42		
	Administration of Justice, East.....	7,931 29		
	do do West.....	10,115 87		
	Penitentiaries.....	3,556 52		
	Education.....	130 85		
	Hospitals and Charities.....	1,647 92		
	Militia.....	71,092 63		
	Arts, Agriculture and Statistics.....	20 00		
	Emigration.....	78 00		
	Public Works and Buildings.....	346 90		
	Rents and Repairs.....	2,085 83		
	Lighthouse and Coast Service.....	474 83		
	Steamboat Inspection.....	284 95		
	Miscellaneous.....	665 33		
	Interest on Public Debt.....	8,773 98		
	Customs.....	3,054 97		
	Excise.....	553 52		
	Post Office.....	38,060 60		
	Revenue from Public Works.....	502 09		
			150,369 50	
Sept. 30	Civil Government.....	2,127 41		
	Administration of Justice, East.....	1,932 76		
	do do West.....	10,112 18		
	Legislation.....	246 71		
	Education, East.....	15 00		
	Hospitals and Charities.....	335 20		
	Militia.....	9,842 31		
	Public Works and Buildings.....	1,890 70		
	Carried forward.....	26,502 17	600,087 01	

C (2.)

CANADA.

CR.

Date.	—	—	—
1887.		\$ cts.	\$ cts.

DR.

PROVINCE OF

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
	Brought forward.....	26,502 27	600,087 01	
1867.				
Sept. 30	To Rents and Repairs	148 00		
	Lighthouse and Coast Service.....	75 00		
	Miscellaneous.....	167 23		
	Customs.....	82 73		
	Excise	109 66		
	Revenue from Public Works.....	36 50		
			27,121 38	
Oct. 31	Administration of Justice, West.....	7,019 01		
	do do East.....	1,933 67		
	Police	33 75		
	Penitentiaries	597 71		
	Education, East	231 00		
	Militia	48 00		
	Arts, Agriculture and Statistics	43 00		
	Emigration.....	427 00		
	Rents and Repairs	12 40		
	Lighthouse and Coast Service.....	75 00		
	Steamboat Inspection.....	100 00		
	Miscellaneous.....	14 21		
	Customs	1,965 66		
	Post Office	2,727 92		
	Revenue from Public Works	297 54		
			15,525 77	
Nov. 30	Administration of Justice, East.....	1,857 28		
	do do West	2,053 71		
	Militia.....	2,634 27		
	Arts, Agriculture and Statistics.....	48 00		
	Public Works and Buildings.....	346 90		
	Roads and Bridges.....	27 00		
	Miscellaneous	1,097 00		
	Customs.....	289 79		
	Excise.....	174 90		
	Revenue from Public Works	1,554 50		
			10,083 35	
Dec. 31	Administration of Justice, East.....	25 19		
	do do West.....	1,787 53		
	Legislation	305 45		
	Education, East	219 18		
	Miscellaneous	1,013 28		
	Customs	24 72		
	Revenue from Public Works.....	62 80		
	Interest—			
	Glyn & Co.....	33,292 86		
	Baring Bros	37,283 58		
	Part of \$16,871 87.....	44,504 87		
	do 4,723.23.....	4,372 38		
			119,453 60	
			775,709 35	
1868.				
Jan. 1	To Balance brought forward		398,736 24	9,968 41
31	Civil Government	278 90		
	Administration of Justice, West	385 46		
	Police	110 83		
	Legislation	294 05		
	Public Works and Buildings.....	780 00		
	Miscellaneous.....	4,269 63		
	Revenue from Public Works.....	1,594 79		
			7,713 66	
	Carried forward		408,449 90	9,968 41

CANADA—Continued.

CR.

Date.		—	—
1887.		\$ cts.	\$ cts.
Dec. [31	By Customs Revenue.....	92,453 32	376,973 11
	Copyright duty.....	105 08	398,736 24
	Steamboat inspection.....	2,200 45	
	Seizures.....	425 83	
	Tonnage duty, Quebec.....	1,196 18	
	Water Police do.....	819 75	
	Passenger duty.....	2,418 00	
	Revenue from Public Works.....	30,223 83	
	Law fees, Consolidated Fund.....	241 99	
	Excise Revenue.....	95,514 42	
	Fines and forfeitures.....	1,545 65	
	Court House, Montreal.....	373 20	
	do Aylmer.....	579 60	
	Post Office Department.....	148,875 81	
	Balance.....		775,709 35

DR.

PROVINCE OF

Date.		\$ cts.	\$ cts.	Interest.
				\$ cts.
1868.	Brought forward.....		408,449 90	9,968 41
Feb. 29	To Administration of Justice, East.....	367 50		
	do do West.....	401 35		
	Rents and repairs.....	7 55		
	Miscellaneous.....	650 00		
	Post Office.....	18 00		
	Public Works Revenue.....	10 77		
	Seizures.....	26 21		
			1,481 38	
Mar. 31	Administration of Justice, East.....	595 61		
	do do West.....	376 36		
	Miscellaneous.....	973 68		
			1,945 65	
April 30	Administration of Justice, East.....	296 00		
	do do West.....	229 34		
	Arts, Agriculture and Statistics.....	26 00		
	Agricultural societies.....	100 00		
	Post Office.....	45 00		
			696 34	
May 31	Administration of Justice, East.....	101 20		
	do do West.....	40 40		
	Arts, Agriculture and Statistics.....	56 00		
	Post Office.....	135 00		
			332 60	
June 30	Charges of Management.....	1,124 11		
	Premium and Discount.....	5,197 42		
	Civil Government.....	9,747 49		
	Administration of Justice, East.....	645 00		
	do do West.....	4,942 42		
	Penitentiaries.....	20,580 69		
	Legislation.....	22,994 00		
	Hospitals and charities.....	5,293 00		
	Militia.....	406,228 92		
	Emigration.....	3,983 10		
	Public Works and Buildings.....	50,235 33		
	Rents and Repairs.....	34,367 64		
	Roads and Bridges.....	10,819 15		
	Ocean and River Service.....	12,973 27		
	Lighthouse and Coast Service.....	4,106 02		
	Fisheries.....	10,531 82		
	Pensions.....	9,278 94		
	Culling Timber.....	12,000 00		
	Miscellaneous.....	8 98		
	Territorial.....	42,712 68		
	Customs.....	2,984 96		
	Excise.....	3,280 79		
	Post Office.....	71,935 54		
	Public Works Revenue.....	3,850 76		
			749,801 83	
	Interest on Public Debt—			
	Part of \$46,871.87.....	2,367 00		
	do 4,723.23.....	350 85		
			2,717 85	
	Interest on account current.....		9,968 41	
			1,173,393 96	
July 1	To Balance forward.....		751,618 08	18,795 45
4	Criminal Justice.....	11 00		
7	Legal services.....	106 00		
14	Expenses of inquest.....	145 00		
13	Criminal Justice.....	194 56		
	Carried forward.....	456 56	751,818 08	18,795 45

CANADA—Continued.

CR.

Date.	—	—	—
		\$ cts.	\$ cts.
1868.			
June 30	By Customs.....	1,157 57	
	Excise	2,657 24	
	Post Office	15,291 16	
	Money Order.....	28,936 25	
	Public Works Revenue.....	376 00	
	Territorial.....	15 00	
	Casual.....	2,559 41	
	Law Fees	5,855 27	
	Fines and Forfeitures.....	58 20	
	Interest on Investments.....	26,909 38	
	Bank Imposts.....	2,317 48	
	Steamboat Inspection.....	452 50	
	Penitentiaries.....	14,684 30	
	Cullers' Fees	1,499 26	
	Copyright Duty.....	0 88	
	Montreal Harbour Company.....	7,000 00	
			114,769 90
	Militia Stores.....	278,651 03	
	Unpaid Warrants cancelled.....	64 05	
	Customs, twice included.....	2,044 80	
	Colonization Roads, charged Quebec.....	3,127 00	
	Agricultural, charged Ontario.....	100 00	
	Gratuities to Officers of the Senate.....	22,819 10	
			306,805 98
	Balance.....		751,818 08
			<u>1,173,393 96</u>

Dr.

PROVINCE OF

Date.			\$	cts.	\$	cts.	Interest.	
			\$	cts.	\$	cts.	\$	cts.
1868.		Brought forward.....			751,818	08	18,795	45
July	4	To Criminal Justice.....		11	00			
	7	Legal services.....		106	00			
	14	Criminal Justice.....		194	56			
	30	do		11	00			
Aug.	1	Inspection of Weights and Measures.....		372	51			
	19	Customs salary.....		33	34			
	17	Apprehension of prisoners.....		91	25			
	17	Obtaining residence for Administrator.....		19	05			
	28	Inland Revenue collection		74	00			
		Criminal Justice		24	40			
Sept.	4	Provincial Steamers.....		467	50			
	16	Returns of Marriages, &c.....		112	00			
Oct.	7	Criminal Justice.....		5	70			
	10	Court House, Algoma.....	1,000	00				
	24	Arrest of Col. Brown.....	150	00				
	31	Criminal Justice.....		29	90			
	31	do		28	00			
	31	Customs salary.....		425	00			
Nov.	2	Criminal Justice.....		22	31			
	20	do		68	50			
Dec.	26	Excise prosecutions.....		59	13			
	31	Interest on Provincial Debentures.....		574	25			
		do Account current.....				4,024	40	
						18,795	45	
						774,637	93	
1869.		To Balance.....			774,637	93	19,365	95
Jan.	28	Criminal Justice		5	00			
Feb.	3	Cape Race.....	350	34				
	12	Surveyor's services.....		28	00			
Mar.	17	Extra services, Audit Office.....		125	75			
May	6	Models of locks.....		8	94			
	10	Court House, Aylmer.....	600	00				
	13	Portrait of late Speaker Smith.....	202	00				
	15	Elections to Medical College.....	185	00				
	28	Election expenses.....		91	05			
June	17	Heating Public Buildings, Ottawa.....	8,000	00				
	18	Medical services, analyses.....		100	00			
	19	do do		30	00			
	23	Refund of Ordnance Lands Revenue.....		15	60			
	30	Legal expenses, J. Patterson.....		185	02			
		Inland Revenue Inspection		786	00			
		Criminal Justice		25	40			
		Interest on Provincial Debentures.....		300	00			
		do Account current.....				11,038	10	
		Amount paid by Ontario to Canada Land and Emigration Company, vide Public Ac- counts, 1868-69, Part III, page 4				19,365	95	
						4,904	96	
						809,946	94	
July	1	To Balance.....			808,709	57	20,217	74
Aug.	23	Legal expenses	540	50				
	26	Medical do	300	00				
	31	Law costs		66	67			
Sept.	10	Extra work, Public Works Department.....	200	00				
Oct.	26	Conducting criminal cases.....	332	00				
	29	Court House, Algoma	3,050	00				
Nov.	12	do		12	49			
	20	Compensation for damages to property.....	560	00				
Dec.	10	License prosecutions		73	00			
	10	Outstanding letter of credit cheques.....	3,547	96				
	11	Municipal Loan debenture interest.....		262	00			
	31	Interest on account current.....				8,944	62	
						20,217	74	
						837,871	93	

CANADA—Continued.

CR.

Date.		— \$ cts.	— \$ cts.
1868. Dec. 31	By Balance.....		774,637 93
1869.			
Jan. 8	By Refund on account of interest.....	59 56	774,637 93
	Removal allowance not paid.....	307 00	
April 8	Account of Rideau Hall.....	11 25	
May 31	Bank of Upper Canada bills.....	270 00	
May 31	Two pawnbroker's licenses.....	120 00	
June 30	One do do.....	60 00	
	Excise balances, Brant.....	169 13	
	do Durham.....	21 25	
	do Huron.....	28 73	
	do Middlesex.....	70 21	
	Marine Hospital, Quebec.....	120 24	
	Balance.....		1,237 37
			808,709 57
.....			
			808,746 94
Dec. 31	By Excise revenue.....	842 46	
	Crown Lands, old.....	1 69	
	do new.....	67 50	
	Clerk of the Crown in Chancery.....	61 25	
	Balance.....		972 90
			836,899 03
.....			
			837,871 93

PROVINCE OF

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1870.				
Jan. 1	To Balance brought forward.....		836,899 03	20,922 47
26	Returns of marriages, &c.....	34 00		
Feb. 1	Crown Lands, outstanding warrant.....	32 00		
16	Arrears of rent	1,733 00		
Mar. 16	Public Buildings, Ottawa	2,184 00		
29	Professional services.....	55 00		
May 23	do	110 00		
25	Court House, Sorel and Industrie.....	1,326 29		
25	Law costs	160 00		
June 21	Bust of late Hon. Robert Baldwin.....	500 00		
	Law costs	35 97		
	Excise receipts erroneously credited.....	881 69		
			7,051 35	
30	Interest on account current.....		20,922 47	
			864,872 85	
1870.				
July 1	To Balance forward.....		864,435 97	21,610 90
31	Sherbrooke Jail.....	744 24		
	do	60 00		
			804 24	
Dec. 31	Interest on account current.....		21,610 90	
			886,851 11	
1871.				
Jan. 1	To Balance forward.....		885,626 33	22,140 66
April 30	Legal services	50 66		
May 31	do	34 67		
June 30	Quebec Jail	193 66		
3	Legal services.....	178 70		
3	Seigniorial indemnity	3,000 00		
3	Unpaid warrants	36 00		
3	Law costs.....	82 73		
3	do	226 73		
			3,803 15	
3	Interest on account current.....		22,140 66	
			911,570 14	
1871				
July 1	To Balance forward.....		908,298 20	22,707 45
31	Law costs	146 89		
Oct 31	Roland McDonald.....	23 00		
31	do	71 87		
			241 76	
Dec. 31	Interest on account current.....		22,707 45	
			931,247 41	
1872.				
Jan. 1	To Balance forward		931,247 41	23,281 18
31	Refund of recognizance.....	400 00		
Feb. 29	Costs of Inland Revenue suit.....	43 61		
Mar. 31	Kingston penitentiary	137 31		
April 30	Land for lighthouse.....	800 00		
			1,380 92	
June 30	Interest on account current.....		23,281 18	
			955,909 51	

CANADA—Continued.

CR.

Date.			Interest.
		\$ cts.	\$ cts.
1870.			
June 30...	By Refund of fees to constable.....	24 00	
	On account of Money Order Office.....	412 88	
	Balance		436 88 864,435 97
			<hr/> 864,872 85
1870.			
Oct. 31...	H. Bernard, Deputy Minister of Justice.....		1,224 78
Dec. 31...	Balance.....		885,626 38
			<hr/> 886,851 11
1871.			
June 30...	Unpaid warrants.....		3,271 94
June 30...	Balance.....		908,298 20
			<hr/> 911,570 14
1871.			
Dec. 31...	Balance.....		931,247 41
			<hr/> 931,247 41
1872.			
June 30...	Balance		955,909 01
			<hr/> 955,909 51

DR.

PROVINCE OF

Date.				Interest.
1872.		\$ cts.	\$ cts.	\$ cts.
July 1...	To Balance forward		955,909 51	23,89 74
do 31...	Refund, &c., payment for land.....		964 28	
Dec. 31...	Interest on account current.....		23,897 74	
			980,771 53	
1873.				
Jan. 1...	To Balance forward.....		980,771 53	24,519 29
June 30...	Interest on account current.....		24,519 29	
	Transfer to Ontario.....	5,013,618 86		
	do Quebec.....	4,487,179 16	9,500,798 02	
			10,506,088 84	
1873.				
Aug. 28...	To Compensation for injuries.....		1,000 00	
			1,000 00	
1874.				
Jan. 1...	To Balance forward.....		1,000 00	25 00
do 31...	Seignories.....	1,275 00		
April 9...	do	1,174 80		
May 5...	Ordnance lands.....	211 86		
June 30...	Interest on account current.....		2,661 66	
			25 00	
			3,686 66	
July 1...	To Balance forward.....		3,686 66	92 17
Dec. 31...	Refund of hydraulic rent.....		406 00	
do 31...	Interest on account current.....		92 17	
			4,184 83	
1875.				
Jan. 1...	To Balance forward.....		4,184 83	104 ⁶²
June 30...	Refund of tobacco seizure.....	100 00		
	Public Buildings, Ottawa.....	650 00		
	Interest on account current.....		750 00	
			104 62	
			5,039 45	
July 1...	To Balance forward.....		5,039 45	125 99
Dec. 31...	Interest on account current.....		125 99	
			5,165 44	
1876.				
Jan. 1...	To Balance forward.....		5,165 44	129 14
June 30...	Criminal Justice.....	60 00		
	Refund of timber dues.....	280 00		
	Seizure of propeller.....	4,359 50		
	Interest on account current.....		4,699 50	
			129 14	
			9,994 04	

CANADA—Continued.

CR.

Date.			
1872.			
Dec. 31	By Balance.....	\$ cts.	\$ cts. 980,771 53
			980,771 53
1873.			
June 30	By Consolidated Fund.....		10,566,088 84
			10,566,088 84
1873.			
Dec. 31	By Balance.....		1,000 00
			1,000 00
1874.			
June 30	By Balance.....		3,686 66
			3,686 66
Dec. 31	By Balance.....		4,184 83
			4,184 83
1875.			
June 30	By Balance.....		5,039 45
			5,039 45
Dec. 31	By Balance.....		5,165 44
			5,165 44
1876.			
June 30	By Témiscouata Advance.....	20 00	
	Seed grain—Lower Canada.....	80 00	
	Seignories.....	1,185 51	
	Balance.....	8,698 57	9,994 08
			9,994 08

DR.

PROVINCE OF

Date.				Interest.
1876.		\$ cts.	\$ cts.	\$ cts.
July 1	To Balance forward.....		8,898 57	217 46
Dec. 31	Arrest of fugitive.....	100 00		
	Crown lands.....	31 37		
	Interest on account current.....		131 37 217 46	
			9,047 40	
1877.				
Jan. 1	To Balance forward.....		9,047 40	226 19
June 30	Arrest of fugitive.....	90 50		
	Transfer to Indian Department.....	8,051 45		
	Interest on account current.....		8,141 95 226 19	
			17,415 54	
July 1	To Balance forward.....		14,365 46	359 14
Dec. 31	James Tibbits.....	6,533 92		
	Crown lands.....	4 02		
	Interest on account current.....		6,537 94 359 14	
			21,262 54	
1878.				
Jan. 1	To Balance forward.....		21,262 54	531 56
June 30	Emerson.....	83 33		
	Beveridge.....	166 70		
	Salary of Lockmaster.....	33 33		
	Indian Fund.....	189 14		
	Interest on account current.....		472 50 531 56	
			22,266 60	
July 1	To Balance forward.....		22,266 60	556 67
Dec. 31	Rent of burial ground.....	501 30		
	Seignories.....	10,908 34		
	Compensation for damages.....	2,734 22		
	Interest on account current.....		14,143 86 556 67	
			36,967 13	
1879.				
Jan. 1	To Balance forward.....		36,086 56	928 42
June 30	Interest on hydraulic rent.....		148 19	
	do account current.....		992 16	
			37,136 91	
July 1	To Balance forward.....		37,136 91	928 42
Sept.....	Hon. John Glasier.....		2,441 65	
Dec. 31	Interest on account current.....		928 42	
			40,506 98	

CANADA—Continued.

CR.

Date.			
1876.		\$ cts.	\$ cts.
Dec. 31	By Balance.....		9,047 40
			9,047 40
1877.			
June 30	By Indebtdness of R. Stanton.....	3,050 08	
	Balance.....	14,365 46	17,415 54
			17,415 54
Dec. 31	By Balance.....		21,262 54
			21,262 54
1878.			
June 30	By Balance.....		22,266 60
			22,266 60
Dec. 31	By Chancery fees.....	808 57	
	Receipts, "Regina v. Coulter".....	72 00	
	Balance.....	36,086 56	36,967 13
			36,967 13
1879.			
June 30	By Balance.....		37,136 91
			37,136 91
Dec. 31	By Balance.....		40,506 98
			40,506 98

DR.

PROVINCE OF

Date.		\$	cts.	\$	cts.	Interest.	
						\$	cts.
1880.							
Jan. 1	To Balance brought forward.....	40,506	98			1,012	67
Feb. 1	Seigniorial dues.....			117	35		
June 1	Legal services, &c.....			335	00		
				452	35		
30	Interest on account current.....			1,012	67		
		41,972	00				
July 1	To Balance brought forward.....	41,472	00			1,036	80
Dec. 31	Seigniories.....			2,558	94		
	Interest on account current.....			1,036	80		
		45,067	74				
1881.							
Jan. 1	To Balance brought forward.....	45,033	04			1,125	83
June 30	Legal Services.....			720	00		
	do.....			47	40		
	Widows' pensions.....			502	90		
	Indian Lands.....			44	85		
				1,315	15		
	Interest on account current.....			1,125	83		
		47,474	02				
July 1	To Balance brought forward.....	47,474	02			1,186	85
Dec. 31	Payments.....			4,376	11		
	Interest on account current.....			1,186	85		
		53,036	98				
1882.							
Jan. 1	To Balance brought forward.....	53,036	98			1,325	92
June 30	Interest on account current.....			1,325	92		
		54,362	90				

RECAPITULATION.

Principal as per Public Accounts, 30th June, 1882	\$44,937	69
Less—balance do do	934	28
Principal as per above.....	\$43,973	41
Interest do	3,866	59
	\$53,860	00
Divided as above :—		
Ontario.....	\$28,422	19
Quebec.....	25,437	81
	\$53,860	00

CANADA—Continued.

CR.

Date.	—	—	—
1880.		\$ cts.	\$ cts.
June 30	By Discharge of Bonds of County Clerk	500 00	
	Balance.....	41,472 00	
			41,972 00
			41,972 00
Dec. 31	By Seignories	34 70	
	Balance	45,033 04	
			45,067 74
			45,067 74
1881.			
June 30	By Balance		47,474 02
			47,474 02
Dec. 31	By Balance		53,036 98
			53,036 98
1882.			
June 30	By Receipts	502 90	
	Province of Quebec	25,437 81	
	do Ontario.....	28,422 19	
			54,362 90
			54,362 90

SCHEDULE

DR.

PROVINCE OF ONTARIO

Date.				Interest.
1867.		\$	\$	\$
		cts.	cts.	cts.
June 30	To excess of debt		5,371,439 28	
			5,371,439 28	
July 1	To Balance		3,107,432 66	77,685 82
31	Cash paid for Administration of Justice.....	18 00		
	do Education	201,000 00		
	do Civil Government	3,134 83		
	do Crown Lands Department	1,517 93		
	do Hospitals and Charities	13,026 88		
	do Penitentiary	500 00		
	do Removal to Toronto	9,641 74		
			228,839 38	4,796 22
Aug. 31	do Education.....	841 67		
	do Administration of Justice	2,321 45		
	do Hospitals and Charities	12,503 67		
	do Crown Lands Department.....	14,993 83		
	do Miscellaneous	1,301 25		
	do Public Works	4,868 67		
	do Penitentiary.....	3,167 55		
	do Removal to Toronto	90 00		
	do Rents and Repairs	25 00		
			40,113 00	670 38
9	Cash on account of subsidy		40,000 00	789 04
Sept. 30	Cash for Administration of Justice	1,492 69		
	do Crown Lands Department	8,361 67		
	do Education.....	13,341 67		
	do Hospitals and Charities	10,455 10		
	do Legislation	947 42		
	do Miscellaneous	1,138 75		
	do Public Works	4,914 57		
	do Penitentiary	2,690 70		
	do Rents and Repairs	25 00		
			43,397 57	546 93
Oct. 31	do Administration of Justice	7,769 97		
	do Agricultural Societies	45,619 17		
	do Civil Government	750 00		
	do Crown Lands Department.....	5,349 19		
	do Education.....	841 66		
	do Hospitals and Charities	9,947 80		
	do Legislation	7,072 37		
	do Law Fees, Con. Stat., c. 12.....	100 00		
	do Miscellaneous	913 33		
	do Removal expenses	402 00		
	do Penitentiary	2,818 19		
	do Public Works	7,564 86		
			89,148 54	744 58
Nov. 30	do Administration of Justice	8,871 02		
	do Arts, Agriculture and Statistics	2,000 00		
	do Civil Government	293 48		
	do Education	841 67		
	do Hospitals and Charities	10,979 02		
	Carried forward	22,985 19	3,548,931 24	85,232 97

(3.)

—CONTRA.

CR.

Date.		—	Interest.
		\$ cts.	\$ cts.
1867.			
June 30	By Upper Canada Grammer School Fund.....	312,769 04	
	do do Income Fund.....	18,167 65	
	Balance of special appropriation.....	218,473 37	
	Surveys ordered before 1867.....	7,074 01	
	Canada Land and Emigration Co.....	4,904 96	
	Upper Canada Improvement Fund.....	124,685 18	
	Personal property, library, &c.....	105,541 00	
	Upper Canada Building Fund.....	1,472,391 41	
	By Balance.....	3,107,432 66	
		5,371,439 28	
July 1	By Half-yearly subsidy as follows :		
	80 cents on population of 1861, 1,396,091=	\$1,116,872 80	
	Allowance for Government	80,000 00	
	2 |	1,196,872 80	
		598,436 40	14,878 93
Oct. 31	By Refund from Capt. Scott	42 70	
	Carried forward.....	598,479 10	14,878 93

DR.

PROVINCE OF ONTARIO

Date.		\$	cts.	\$	cts.	Interest.
						\$ cts.
1867.	Brought forward.....	22,985	19	3,548,931	24	85,232 97
Nov. 30	To Cash for Law fees, Con. Stat., &c. 12.....		15 00			
	do Legislation.....		12,751 09			
	do Penitentiary.....		3,288 75			
	do Public Works.....		8,371 70			
	do Rents and repairs.....		50 00			
Dec. 31	do Administration of Justice.....		13,754 63			
	do Agricultural societies.....		4,105 50			
	do Civil Government.....		30 09			
	do Crown Lands Department.....		694 44			
	do Education.....		42,735 67			
	do Hospitals and charities.....		9,991 73			
	do Legislation.....		5,657 71			
	do Miscellaneous.....		352 99			
	do Law Fees, Consolidated Fund.....		10 00			
	do Public Works.....		437 56			
	do Reformatories.....		4,103 84			
	do Rents and repairs.....		611 70			
	do Removal.....		264 00			
	Debit Interest Balance.....					
				47,461	73	201 55
				82,749	86	
				70,555	59	
				3,749,698	42	85,434 52
1868.						
Jan. 1	To Balance.....			3,130,050	18	78,251 25
Jan. 31	Cash for Administration of Justice.....		6,239 97			
	do Education.....		841 66			
	do Hospitals and charities.....		2,562 98			
	do Legislation.....		430 64			
	do Miscellaneous.....		900 00			
	do Public Works.....		2,865 34			
	do Rents and repairs.....		25 00			
Feb. 29	do Administration of Justice.....		2 29			
	do Legislation.....		93 10			
	do Public Works.....		176 00			
	do Rents and repairs.....		25 00			
	do Woods and forests.....		329 81			
Mar. 31	do Government Buildings, Toronto.....		116 00			
	do Public Works.....		549 02			
	do Legislation.....		665 31			
	do Woods and forests.....		152 81			
				626	20	10 44
April 5	do Account of subsidy.....					
April 30	do do.....		563 29			
	do Legislation.....		9 72			
	do Public Works.....		34 50			
May 31	do Legislation.....		124 06			
	do Public Works.....		151 45			
	do Miscellaneous.....		1,144 33			
	do Public Works.....		1,170 93			
June 30	do Law Society.....		1,500 00			
	do Province of Quebec.....		100 00			
	do Woods and forests.....		152 81			
	do Penitentiary.....		208 79			
	do Public Works.....		913 80			
	do Unpaid Warrant, 1868.....		152 81			
	Carried forward.....			3,199,223	39	79,381 02
				3,028	21	

—CONTRA—Continued.

CR.

Date.			Interest.
		\$ cts.	\$ cts.
1867.	Brought forward.....	598,479 10	14,878 93
Dec. 31	By one half-year's interest on Common School Fund—		
	\$1,520,959.21..... = \$33,023.98		
	According to population of 1,386,091 =	21,169 14	
	Net Interest Balance.....		70,555 90
	Balance.....	3,130,050 18	
		3,749,698 42	85,434 82
1868.	By half year's subsidy.....	598,436 40	14,879 16
Jan. 1	Refund, Upper Canada Building Fund.....	6,000 00	24 59
May 31	do Outstanding cheque, Education.....	165 10	
June 30	do Transfer to Ontario and Quebec Suspense Account..	2,045 97	
	do Miscellaneous.....	250 00	
	do Penitentiary.....	208 79	
	Receipts, Crown Lands Departments.....	93,135 46	
	Tavern licenses.....	2,401 37	
	Receipts, Education.....	11,066 62	
	do Hospitals and charities.....	3,652 10	
	do Penitentiary.....	233 13	
	do Law Fees.....	56,312 57	
	Half year's interest, Common School Fund.....	21,169 14	
	Transfer from Special Accounts—		
	Marriage Licenses.....	36,478 00	
	Municipal Loan Fund.....	117,294 64	
	Law Society and Law Fees.....	13,244 47	
	Lunatic Asylum tax, Nipissing.....	93 11	
	Receipts from Crown Lands..... \$102,795 17		
	Expenditure on do..... 20,611 59		
		82,183 58	
	Which, divided according to population, gives Ontario.	45,754 17	
	Net Interest Balance.....		64,477 27
	Carried forward.....	1,007,941 04	79,381 02

DR.

PROVINCE OF ONTARIO

Date.		\$	cts.	\$	cts.	Interest.	\$	cts.
1868.								
June 30	To Unpaid cheque, Education	3,028	21	3,199,223	39	79,381	02	
	Expenditure for local patients, Rockwood Asylum	16,266	25					
	Charges against Law Fees Fund	25	00					
	Agricultural instruction credited to Province of Canada	100	00					
	Transferred from Special Accounts, Upper Canada Building Fund	29,804	45					
	Expenses, marriage licenses	854	13					
	Municipal Loan Fund	1,150	00					
	One-third cost Timber Agencies	4,125	60					
	Debit Interest Balance			55,518	74	64,477	27	
				3,319,219	40	79,381	02	
July 1	To Balance	2,311,278	36			57,781	96	
do 31	Payments			*275	00		5	75
do 18	Cash on account of subsidy	300,000	00			6,803	28	
Aug. 31	Payments			*15	87		0	26
Sept. 28	Cash on account of subsidy	500,000	00			6,420	76	
do 30	Payments			*241	85		3	04
Oct. 1	Cash on account of subsidy	303,750	00			3,776	13	
do 31	Payments			*114	75		0	96
Nov. 13	Cash on account of subsidy	40,000	00			262	29	
Dec. 21	do do	100,000	00			136	61	
	Debit Interest Balance			60,311	88			
				3,615,987	51	75,191	04	
1869.								
Jan. 1	To Balance	2,996,381	97			74,909	55	
do 8	Cash on account of subsidy	473,436	40			11,317	08	
Feb. 22	do do	150,000	00			2,630	14	
do 28	Municipal Loan Fund			138,733	85		2,318	56
June 30	Expenditure account of local patients, Rockwood	23,227	68					
	Transfers from Special Accounts, Upper Canada Building Fund	3,061	00					
	Expenses of marriage licenses	540	04					
	Law Society	831	91					
	Refund on Crown Lands	200	00					
	One-third Timber Agencies	4,734	29					
	Expenditure as per account rendered			82,594	92			
	Debit Interest Balance			*276	00	76,296	40	
				2,867,719	34	91,175	33	
	*July, 1868						275	00
	*August, 1868						15	87
	*September, 1868						241	65
	*October, 1868						114	75
	*June, 1869						276	00
							923	27
	Algoma—Court House, &c						711	65
	Algoma—Election						62	75
	Justice—Sundry accounts						133	00
	Fee Fund Return						15	87
							923	27

—CONTRA—Continued.

CR.

Date.		—	Interest.
		\$ cts.	\$ cts.
1888.	Brought forward.....	1,007,941 04	79,381 02
	Balance	2,311,278 36	
		3,319,219 40	79,381 02
July 1	By Half-yearly subsidy.....	598,436 40	14,879 16
Dec. 31	Half-year's interest, Common School Fund.....	21,169 14	
	Net interest balance.....		60,311 88
	Balance	2,996,381 97	
		3,615,987 51	75,191 04
1889.	Jan. 1 By Half-year's subsidy.....	598,436 40	14,878 93
June 30	Balance due by Improvement Fund to Colonization Roads....	1,913 17	
	Transfers from special accounts—		
	Marriage licenses	30,895 00	
	Municipal Loan Fund.....	24,217 00	
	Law Society and law fees.....	77,822 77	
	Tavern licenses, Algoma.....	52 50	
	Half-year's interest, Common School Fund.....	21,169 14	
	Net interest balance.....		76,296 40
	Balance	3,113,213 36	
		3,867,719 34	91,175 33

DR.

PROVINCE OF ONTARIO

Date.			Interest.
		\$ cts.	\$ cts.
1869.			
July 1	To Balance.....	3,113,213 36	77,830 33
10	Cash on account of subsidy.....	598,436 40	14,141 13
Oct. 31	do Municipal Loan Fund.....	2,427 99	20 29
Dec. 18	do on account of subsidy.....	100,000 00	178 08
	Letter of credit cheques.....	349 23	
	Debit interest balance.....	77,290 90	
		3,891,717 88	92,169 83
1870.			
Jan. 1	To Balance.....	3,272,112 34	81,802 81
6	Cash on account of subsidy.....	500,000 00	12,089 04
Feb. 18	do do.....	100,000 00	1,808 23
June 24	do do.....	40,000 00	32 88
	Expenses local patients, Rockwood Asylum.....	24,787 72	
	Transfers from Special Accounts:—		
	Upper Canada Building Fund.....	121 00	
	Expenses of marriage licenses.....	285 13	
	Law stamps.....	1,015 55	
	One-third timber agencies.....	4,357 50	
	Debit interest balance.....	80,854 02	
		4,023,533 26	95,732 95
July 1	To Balance.....	3,365,271 67	84,131 79
6	Cash on account of subsidy.....	523,426 46	12,655 45
Sept. 30	do Marriage licenses.....	34,555 00	
	do Law stamps.....	2,899 05	474 54
	do Law fees.....	200 00	
Nov. 17	do on account of subsidy.....	50,000 00	301 37
	Debit interest balance.....	82,684 22	
		4,059,036 40	97,563 15
1871.			
Jan. 1	To Balance.....	3,439,430 86	85,985 77
6	Cash on account of subsidy.....	500,000 00	12,157 53
	Maintenance of local patients, Rockwood Asylum.....	53,714 17	
	Transfers from Special Accounts:—		
	Expenses, marriage licenses.....	297 86	
	One-third timber agencies.....	3,734 08	
	Debit interest balance.....	83,264 37	
		4,080,441 34	98,143 30
July 1	To Balance.....	3,424,524 59	85,613 11
7	Cash on account of subsidy.....	520,000 00	12,501 37
Oct. 31	American Bank Note Co. for law stamps supplied in 1868-69.....	612 73	5 12
Dec. 31	Cash marriage licenses.....	35,466 00	
	Debit interest balance.....	83,240 67	
		4,063,843 99	98,119 60

—CONTRA—Continued.

CR.

Date			Interest.
1869.			
July 1	By Half-yearly subsidy.....	598,436 40	14,878 93
Dec. 31	do year's interest, Common School Fund.....	21,169 14	
	Net interest balance.....		77,290 90
	Balance.....	3,272,112 34	
		3,891,717 88	92,169 83
1870.			
Jan. 1	By Half-year's subsidy.....	598,436 40	14,878 93
June 30	Transfers from Special Accounts :—		
	Marriage licenses.....	24,555 00	
	Municipal Loan Fund.....	800 00	
	Law Society and law stamps.....	3,301 05	
	Half-year's interest, Common School Fund.....	21,169 14	
	Net interest balance.....		80,854 02
	Balance.....	3,365,271 67	
		4,023,533 26	95,732 95
1871.			
July 1	By Half-yearly subsidy.....	598,436 40	14,878 93
Dec. 31	do year's interest, Common School Fund.....	21,169 14	
	Net interest balance.....		82,684 22
	Balance.....	3,439,430 86	
		4,059,036 40	97,563 15
1871.			
Jan. 1	By Half-yearly subsidy.....	598,436 40	14,878 93
June 30	Transfers from Special Accounts :—		
	Marriage licenses.....	35,466 00	
	Law Society.....	100 00	
	Half-year's interest, Common School Fund, according to Census, 1871 :—Ont., 1,620,851; Que., 1,191,516; total, 2,812,367.		
	Total half-yearly interest, \$38,023.98.....	21,914 35	
	Net interest balance.....		83,264 37
	Balance.....	3,424,524 59	
		4,080,441 34	98,143 30
1871.			
July 1	By Half-yearly subsidy.....	598,436 40	14,878 93
Dec. 31	do year's interest, Common School Fund.....	21,914 35	
	Net interest balance.....		83,240 67
	Balance.....	3,443,493 24	
		4,063,843 99	98,119 60

DR.

PROVINCE OF ONTARIO

Date.			Interest.
		\$ cts.	\$ cts.
1872.			
Jan. 1	To Balance	3,443,493 24	86,087 33
3	Cash on account of subsidy.....	520,000 00	12,786 89
June 30	Maintenance of local patients, Rockwood Asylum	44,434 71	
	Transfer from Special Account :—		
	Expenses of marriage licenses.....	155 43	
	One-third timber agencies.....	3,804 50	
	Debit interest balance	83,995 06	
		4,095,882 94	98,874 22
1872.			
July 1	To Balance.....	3,440,171 19	86,004 28
3	Cash on account of subsidy.....	520,000 00	12,786 89
Dec. 31	Marriage licenses.....	35,361 00	
	Debit interest balance	83,912 01	
		4,079,444 20	98,791 17
1873.			
Jan. 1	To Balance.....	3,459,093 45	86,477 33
4	Cash on account of subsidy.....	500,000 00	12,226 03
June 30	Maintenance of local patients, Rockwood Asylum	48,593 50	
	Transfer from Special Account :—		
	Expenses of marriage licenses.....	183 44	
	One-third timber agencies.....	4,413 23	
	Debit interest balance.....	83,824 43	
	Balance.....	1,579,061 56	
		5,675,169 61	98,703 36
1873.			
July 1	To Cash on account of subsidy.....	666,784 71	16,121 58
	Net interest balance.....		38,233 89
	Balance	1,570,861 49	
		2,237,646 20	54,355 47
1874.			
Jan. 10	To Cash on account of subsidy.....	666,784 71	15,756 22
June 30	Maintenance local patients, Rockwood Asylum.....	51,772 60	
	Cash account of marriage licenses.....	41,057 00	
	Transfer from Special Account :—		
	Marriage licenses.....	177 76	
	One-third timber agencies.....	5,445 61	
	Net interest balance.....		38,394 25
	Balance.....	1,498,368 81	
		2,263,606 49	54,150 47
1874.			
July 2	To Cash on account of subsidy... ..	666,784 71	16,486 94
	Net interest balance.....		35,851 21
	Balance.....	1,487,7-6 06	
		2,154,570 77	52,338 15

—CONTRA—Continued.

CR.

Date.			Interest.
1872.		\$ cts.	\$ cts.
Jan. 1	By Half-yearly subsidy.....	598,436 40	14,879 16
June 30	Transfer from Special Account:—		
	Marriage licenses.....	85,361 00	
	Half-year's interest, Common School Fund.....	21,914 35	
	Net interest balance.....		83,995 06
	Balance.....	3,440,171 19	
		4,095,882 94	98,874 22
1872.			
July 1	By Half-yearly subsidy.....	598,436 40	14,879 16
Dec. 31	Half-year's interest, Common School Fund.....	21,914 35	
	Net interest balance.....		83,912 01
	Balance.....	3,459,093 45	
		4,079,444 20	98,791 17
1873.			
Jan. 1	By Half-yearly subsidy.....	598,436 40	14,878 93
June 30	Amount twice charged Rockwood Asylum.....	143 00	
	Transfer from Special Account:—		
	Marriage licenses.....	41,057 00	
	Half-year's interest, Common School Fund.....	21,914 35	
	Province of Canada.....	5,013,618 86	
	Net interest balance.....		83,824 43
		5,675,169 61	98,703 36
1873.			
July 1	By Balance.....	1,579,061 56	39,476 54
Dec. 31	Half-yearly subsidy.....	598,436 40	14,878 93
	Half-year's interest, Common School Fund.....	21,914 35	
	Credit interest balance.....	38,233 89	
		2,237,646 20	54,355 47
1874.			
Jan. 1	By Balance.....	1,570,861 49	39,271 54
June 30	Half-yearly subsidy.....	598,436 40	14,878 93
	Transfer from Special Account:—		
	Marriage licenses.....	34,000 00	
	Interest, Common School Fund.....	21,914 35	
	Credit interest balance.....	38,394 25	
		2,263,606 49	54,150 47
1874.			
July 1	By Balance.....	1,498,368 81	37,459 22
Dec. 31	Half-yearly subsidy.....	598,436 40	14,878 93
	Interest, Common School Fund.....	21,914 35	
	Credit interest balance.....	35,851 21	
		2,154,570 77	52,338 15

Dr.

PROVINCE OF ONTARIO

Date.			Interest.
1875.		\$ cts.	\$ cts.
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,486 94
June 30	Maintenance local patients, Rockwood.....	52,089 10	
	One-half cost ballot boxes supplied to constituencies, Ontario elections.....	549 64	
	One-third timber agencies.....	5,339 56	
	Net interest balance.....		35,586 64
	Balance.....	1,418,960 44	
		2,143,723 45	52,073 58
July 2	To Cash on account of subsidy.....	666,784 71	16,486 94
	Net interest balance.....		34,300 52
	Balance.....	1,432,827 00	
		2,099,611 71	50,787 46
1876.			
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,487 44
April 30	Ballot boxes for Lincoln and Niagara elections.....	26 00	0 22
June 30	Maintenance local patients, Rockwood.....	51,614 68	
	Paid for advertising in sundry Eng- lish newspapers for a professor of mathematics for University Col- lege, Toronto..... £15 9 4		
	Paid H. M. Record Office, for sundry publications for the Hon. the Pro- vincial Secretary..... 4 3 6		
	£19 12 10.....	95 59	
	One third timber agencies.....	5,669 37	
	Net interest balance.....		34,212 17
	Balance.....	1,389,364 57	
		2,113,584 92	50,699 83
July 2	To Cash on account of subsidy.....	666,784 71	16,487 44
	Net interest balance.....		33,125 83
	Balance.....	1,376,066 44	
		2,042,841 15	49,613 27
1877.			
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,486 94
April 6	Payment to the heirs of the late Lieut. D. Murray, as com- pensation for claim.....	1,000 00	
28	Payment to Alex. Youille, for saw-logs lost before Con- federation.....	1,000 00	16 71
May 25	Payment to Mrs. Isabella Anderson Ross, in full of all demands against Ontario.....	500 00	2 05
June 30	Maintenance local patients, Rockwood.....	48,405 20	
	Purchase money, Rockwood Asylum..... 96,500 00		
	Cost of chattels..... 13,878 91		
	One-third timber agencies.....	110,378 91	
	Net interest balance.....	5,961 04	32,774 64
	Balance.....	1,195,151 97	
		2,029,181 83	49,280 34

—CONTRA—Continued.

CR.

Date.			Interest.
		\$ cts.	\$ cts.
1875.			
Jan. 1	By Balance.....	1,487,786 06	37,194 65
	Half yearly subsidy.....	598,436 40	14,878 93
June 30	Half year's interest Common School Fund.....	21,914 35	
	Credit interest balance.....	35,586 64	
		2,143,723 45	52,073 58
July 1	By Balance.....	1,418,960 44	35,474 01
	Half yearly subsidy.....	598,436 40	14,878 93
Aug. 31	Remittance on account of patients, Rockwood Asylum.....	26,000 00	434 52
Dec. 31	Interest Common School Fund.....	21,914 35	
	Credit interest balance.....	34,300 52	
		2,099,611 71	50,787 46
1876.			
Jan. 1	By Balance.....	1,432,827 00	35,820 67
	Half yearly subsidy.....	598,436 40	14,879 16
June 30	Interest Common School Fund.....	21,914 35	
	Remittance on account of patients, Rockwood Asylum.....	26,195 00	
	Credit interest balance.....	34,212 17	
		2,113,584 92	50,699 83
July 1	By Balance.....	1,389,364 57	34,734 11
	Half yearly subsidy.....	598,436 40	14,879 16
Dec. 31	Interest Common School Fund.....	21,914 35	
	Credit interest balance.....	33,125 83	
		2,042,841 15	49,613 27
1877.			
Jan. 1	By Balance.....	1,376,056 44	34,401 41
	Half yearly subsidy.....	598,436 40	14,878 93
June 30	Interest Common School Fund.....	21,914 35	
	Credit interest balance.....	32,774 64	
		2,029,181 83	49,280 34

DR.

PROVINCE OF ONTARIO

Date.			Interest.
		\$ cts.	\$ cts.
1877.			
July 2	To Cash on account of subsidy	666,784 71	16,486 94
	Net interest balance		28,270 79
	Balance.....	1,176,988 80	
		1,843,773 51	44,757 73
1878.			
Jan. 2	To Cash on account of subsidy	666,784 71	16,486 94
May 31	Hon. J. Simpson, for claim against late Province of Canada, as per O. C. of Ontario, 16th May, 1878.....	2,000 00	} 10 68
	Rev. Wm. Brethour, for spiritual services to protestant laborers engaged in the construction of the Beauharnois Canal.....	600 00	
June 30	One-third timber agencies.....	5,940 21	29,418 77
	Net interest balance		
	Balance	1,247,933 40	
		1,923,258 32	45,916 39
1878.			
July 2	To Cash on account of subsidy.....	666,784 71	16,486 94
	Net interest balance		29,590 32
	Balance.....	1,231,089 76	
		1,897,874 47	46,077 26
1879.			
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,486 94
June 30	One-third timber agencies	6,098 71	
	Net interest balance		29,169 23
	Balance	1,207,726 32	
		1,880,609 74	45,656 17
1879.			
July 2	To Cash on account of subsidy	666,784 71	16,486 94
	Net interest balance		28,585 15
	Balance	1,189,877 51	
		1,856,662 22	45,072 09
1880.			
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,487 44
June 30	One-third timber agencies.....	5,982 80	
	Net interest balance		28,138 66
	Balance	1,165,599 41	
		1,838,366 92	44,626 10
1880.			
July 2	To Cash on account of subsidy.....	666,784 71	16,487 44
	Net interest balance		27,531 70
	Balance.....	1,146,697 15	
		1,813,481 86	44,019 14

—CONTRA—Continued.

CR.

Date.			Interest.
1877.		\$ cts.	\$ cts.
July 1	By Balance	1,195,151 97	29,878 80
	Half-yearly subsidy	598,436 40	14,878 93
Dec. 31	Interest Common School Fund	21,914 35	
	Credit interest balance	28,270 79	
		1,843,773 51	44,757 73
1878.			
Jan. 1	By Balance	1,176,988 80	29,424 72
	Half-yearly subsidy	598,436 40	14,878 93
Feb. 28	Cash on account of purchase Rockwood Asylum	96,500 00	1,612 74
June 30	Interest Common School Fund	21,914 35	
	Credit interest balance	29,418 77	
		1,923,258 32	45,916 39
1878.			
July 1	By Balance	1,247,933 40	31,198 33
	Half-yearly subsidy	598,436 40	14,878 93
Dec. 31	Interest Common School Fund	21,914 35	
	Credit interest balance	29,590 32	
		1,897,874 47	46,077 26
1879.			
Jan. 1	By Balance	1,231,089 76	30,777 24
	Half-yearly subsidy	598,436 40	14,878 93
June 30	Interest Common School Fund	21,914 35	
	Credit interest balance	29,169 23	
		1,881,609 74	45,656 17
July 1	By Balance	1,207,726 32	30,193 16
	Half-yearly subsidy	598,436 40	14,878 93
Dec. 31	Interest Common School Fund	21,914 35	
	Credit interest balance	28,585 15	
		1,856,662 22	45,072 09
1880.			
Jan. 1	By Balance	1,189,877 51	29,746 94
	Half-yearly subsidy	598,436 40	14,879 16
June 30	Interest Common School Fund	21,914 35	
	Credit interest balance	28,138 66	
		1,838,366 92	44,626 10
July 1	By Balance	1,165,599 41	29,139 98
	Half-yearly subsidy	598,436 40	14,879 16
Dec. 31	Interest Common School Fund	21,914 35	
	Credit interest balance	27,531 70	
		1,813,481 86	44,019 14

DR.

PROVINCE OF ONTARIO

Date.		—	—
1881.		\$ cts.	\$ cts.
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,486 94
June 30	One-third timber agencies.....	6,074 02	
	Net interest balance.....		27,059 41
	Balance.....	1,121,614 27	
		1,794,473 00	43,546 35
July 2	To Cash on account of subsidy.....	666,784 71	16,486 94
	Net interest balance.....		26,432 34
	Balance.....	1,101,978 34	
		1,768,763 05	42,919 28
1882.			
Jan. 2	To Cash on account of subsidy.....	666,784 71	16,486 94
June 30	One-third timber agencies.....	6,134 18	
	Balance of Widows' Pension Account.....	1,821 91	
	Province of Canada.....	28,422 19	
	Net interest balance.....		25,941 45
1867.			
March 5	To Cash on account of subsidy, omitted in its proper place.....	40,000 00	
	Interest on the same to 1st January, 1862.....	39,157 31	
	Balance.....	966,312 93	
		1,748,636 23	42,428 39

—CONTRA—*Concluded.*

CR.

Date.			
1881.		\$ cts.	\$ cts.
Jan. 1	By Balance	1,146,697 15	28,667 42
June 30	Half-yearly subsidy	598,436 40	14,878 93
	Interest Common School Fund, according to Census 1881—		
	Ontario population	1,923,228	
	Quebec do	1,359,027	
		3,282,255	
	Total half-yearly interest, \$38,023.98	22,280 04	
	Credit interest balance	27,059 41	
		1,794,473 00	43,546 35
July 1	By Balance.....	1,121,614 27	28,040 35
Dec. 31	Half-yearly subsidy	598,436 40	14,878 93
	Interest Common School Fund.....	22,280 04	
	Credit interest balance.....	26,432 34	
		1,768,763 05	42,919 28
1882.			
Jan. 1	By Balance	1,101,978 34	27,549 46
June 30	Half-yearly subsidy	598,436 40	14,878 93
	Interest Common School Fund.....	22,280 04	
	Credit interest balance	25,941 45	
		1,748,636 23	42,428 39
July 1	By Balance	966,312 93	

RECAPITULATION.

	\$ cts.	\$ cts.
Principal—Receipts	26,740,785 27	
Payments	25,367,225 18	
		1,373,560 09
Interest on Payments	1,444,137 30	
do Receipts.....	1,036,890 14	
		407,273 16
		966,312 93

SCHEDULE

PROVINCE OF

DR.

Date.		—	—	Interest
		\$ cts.	\$ cts.	\$ cts.
1867.				
June 30	To Excess of debt		4,807,427 74	
			4,807,427 74	
1867.				
July 1	To Balance		4,193,520 76	104,838 02
do 20	To Payments on account of following services :—			
do 31	Subsidy		35,000 00	771 92
	Administration of Justice	11,914 00		
	Civil Government	2,577 41		
	Crown Lands Department	162 00		
	Hospitals and charities	1,500 00		
	Education	20,000 00		
	Penitentiary	500 00		
	Public Works	1,068 49		
	Removal to Quebec	8,584 50		
	Wolf certificates	30 00		
Aug. 31	Administration of Justice	22,613 07	46,336 40	971 16
	Crown Lands Department	4,427 93		
	Education	50,773 72		
	Hospitals and charities	2,147 39		
	Miscellaneous	870 60		
	Public Works	2,635 96		
	Penitentiary	1,179 34		
	Police	382 32		
	Rents and repairs	254 60		
	Wolf certificates	70 00		
Sept. 30	Administration of Justice	9,776 26	85,354 93	1,426 48
	Crown Lands Department	5,223 79		
	Removal expenses	390 00		
	Hospitals and charities	11,241 15		
	Legislation	300 00		
	Miscellaneous	839 58		
	Police	357 18		
	Public Works	3,036 95		
	Penitentiary	766 58		
	Rents and repairs	995 83		
	Wolf certificates	50 00		
Oct. 31	Administration of Justice	34,890 23	32,977 32	415 60
	Agricultural societies	46,279 30		
	Civil Government	250 00		
	Crown Lands Department	5,022 03		
	Education	16,340 39		
	Hospitals and charities	13,726 72		
	Legislation	6,689 57		
	Rents and repairs	1,111 10		
	Penitentiary	4,073 68		
	Police	220 16		
	Public Works	3,239 06		
	Roads and bridges	2,767 00		
	Removal	1,395 99		
	Wolf certificates	90 00		
			136,095 23	1,137 23
	Carried forward		4,529,281 64	109,560 41

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QUEBEC.

CR.

Date.				Interest.
			\$ cts.	\$ cts.
1867.				
June 30	By Lower Canada Superior Education Fund, sec. 6		347,851 53	
	Normal School Building Fund do		61,761 84	
	Superannuated Teachers' Fund do		2,700 88	
	Special appropriations do		99,482 20	
	Surveys ordered before 1867 do		7,651 53	
	Personal property, library, &c. sec. 14		94,459 00	
	Balance		4,193,520 76	
			<u>4,807,427 74</u>	
1867.				
July 1	By Half-yearly subsidy payable in advance:—			
	80 cents on population of 1,111,566	889,252 80		
	Allowance for Government	70,000 00		
	Half-year	959,252 80	479,626 40	11,924 96
	Carried forward		479,626 40	11,924 96

DR.

PROVINCE OF QUEBEC

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1867.	Brought forward		4,529,284 64	109,560 41
Nov. 30	To Administration of Justice.....	27,283 75		
	Crown Lands Department	10,344 79		
	Education	681 90		
	Hospitals and Charities	11,509 03		
	Legislation	5,808 52		
	Police	221 16		
	Penitentiary	3,798 00		
	Public Works.....	1,051 78		
	Rents and Repairs.....	516 96		
	Removal expenses.....	56 00		
	Wolf certificates.....	130 00		
	Legislation	277 32		
Dec. 31	Administration of Justice.....	12,123 02	61,678 21	261 92
	Crown Lands Department	5,935 69		
	Education	58,000 00		
	Hospitals and Charities	2,976 24		
	Legislation.....	2,681 36		
	Law Stamps.....	40 00		
	Police	220 18		
	Public Works	1,559 56		
	Miscellaneous	102 96		
	Reformatories.....	2,493 49		
	Rents and Repairs.....	232 65		
	Removals	383 40		
	Wolf certificates	110 00		
	Debit Interest Balance.....		86,858 45	
			97,897 30	
1868.			4,775,718 60	109,822 33
Jan. 1	To Balance forward		4,279,172 72	106,979 31
	Payments for the following services:—			
23	Subsidy		100,000 00	2,172 13
31	Administration of Justice	2,068 67		
	Civil Government.....	250 00		
	Hospitals and Charities.....	461 83		
	Legislation.....	1,209 15		
	Police	110 82		
	Penitentiaries	768 58		
	Public Works	820 57		
	Rents and Repairs.....	1,111 10		
Feb. 29	Subsidy		6,800 72	140 29
	Administration of Justice.....	13 88	125,000 00	2,083 33
	Legislation.....	204 70		
	Public Works	1,026 73		
	Woods and Forests.....	329 81		
Mar. 31	Subsidy		1,575 12	26 25
	Administration of Justice.....	45 00	100,000 00	1,243 17
	Woods and Forests	152 81		
	Legislation	688 48		
April 30	Woods and Forests	563 28	886 29	11 02
	Legislation	60 10		
May 31	do		623 38	5 19
June 27	Subsidy		42 11	0 18
	Woods and Forests.....	152 81	100,000 00	40 98
	Carried forward	152 81	4,714,100 34	112,501 85

—CONTRA—Continued.

CR.

Date.		—	—	Interest.
		\$ cts.	\$ cts.	\$ cts.
1867.	Brought forward.....		479,626 40	11,924 96
Nov. 30 Dec. 31	By Refund, Administration of Justice.....		16 16	0 07
	do do		48 48	
	Half-year's interest on Common School Fund, \$1,520,959.21	38,023 98	16,854 84	97,897 30
	According to population of 1,111,566.....		16,854 84	
	Net Interest Balance.....		4,279,172 72	
1868.		38,023 98	4,775,718 60	109,822 33
Jan. 1 May 31 June 30	By Half-yearly subsidy.....		479,626 40	11,925 14
	Refund, Administration of Justice.....		210 00	0 87
	Province of Canada.....	2,767 00		
	do Ontario.....	100 00		
	Legislation refund.....	8 32		
	Police do	62 00		
	Ontario and Quebec Suspense Accounts, re- fund.....	2,045 96		
	Repairs.....	983 29		
	Carried forward.....	5,966 57	479,836 40	11,926 01

DR.

PROVINCE OF QUEBEC

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1868.	Brought forward.....	152 81	4,714,100 34	112,701 85
June 30	To Penitentiaries.....	50 55		
	Unpaid Warrants, 1868.....	280 31		
	Culler's Office expenditure.....	474 74		
	Collected by Province on account of Cullers..	23,873 81		
	Contribution to Marine Hospital.....	4,000 00		
	Colonization Roads, credited Province.....	3,127 00		
	Transferred from Special Accounts—			
	Building and Jury Fund.....	7,481 41		
	Municipal Loan Fund.....	250 00		
	Municipalities Fund.....	1,392 00		
	Repairs Montreal Court House.....	98 00		
	Cleaning snow from roof do.....	100 00		
	Interest Kamouraska Court House debentures.	684 41		
	Interest Aylmer Court House debentures.....	1,083 05		
	One-third Timber Agencies.....		43,048 10	
	Debit Interest Balance.....		4,125 60	
			100,775 84	
			4,862,049 88	112,701 85
July 1	To Balance brought forward.....		4,176,355 32	104,408 88
Aug. 1	Payment on account of subsidy.....		200,000 00	4,153 01
31	Sundries.....		111 92	1 87
Oct. 14	Subsidy.....		200,000 00	2,131 15
Dec. 12	do.....		200,000 00	519 13
	Debit Interest Balance.....		99,288 90	
			4,875,756 14	111,214 04
1869.				
Jan. 1	To Balance.....		4,379,274 90	109,481 87
8	Payment on account of subsidy.....		379,626 40	9,074 63
	do do.....		5,322 86	88 96
June 30	Province of Canada.....	55 80		
	Colonization Roads.....	2,565 11		
	Lying-in Hospital.....	480 00		
	Transfers from Special Accounts—			
	Building and Jury Fund.....	740 46		
	Municipalities Fund.....	2,265 20		
	Quebec Fire Loan.....	750 00		
	Interest Aylmer Court House.....	2,066 19		
	Interest Kamouraska Court House.....	1,053 45		
	One-third Timber Agencies.....		9,976 21	
	Debit Interest Balance.....		4,734 29	
			106,720 50	
			4,885,655 16	118,645 46

—CONTRA.—Continued.

CR.

Date.		\$	cts.	\$	cts.	Interest.
						\$
						cts.
1868.	Brought forward.....	5,966	57	479,836	40	11,926 01
June 30	By Penitentiaries refund.....		50 55			
	Receipts from Crown Lands Department	46,680	60			
	Outstanding balances, 30th June, 1867.....		579 60			
	Tavern Licenses	18,743	28			
	Education.....		1,000 00			
	Law Stamps, Lower Canada	46,880	97			
	Hospitals and Charities		148 30			
	Penitentiaries.....		1,358 70			
	Balance Court House, Bonaventure, transfer... Gaspé.....		1,208 20			
	Aylmer.....		1,677 31			
	Montreal District Council		1,175 69			
	Transfer from Special Account, Court Houses		3,912 05			
	Municipal Loan Fund.....		2,891 69			
	Building and Jury Fund		4,391 49			
	Registration Fund		613 94			
	Registration Fund		6,829 87			
	Debentures and interest of—					
	Trust Fund Investment	8,454	31			
	Law Stamps.....		10 79			
	Receipts from Crown Lands.....	\$102,795	17			
	Expenditure do	20,611	59			
		\$ 82,183	58			
	Which, divided according to population, gives					
	Quebec.....			36,429	41	
	Common School Fund			16,854	84	
	Net Interest Balance					100,775 84
	Balance			4,176,355	32	
				4,862,049	88	112,701 85
July 1	By Half-yearly subsidy.....			479,626	40	11,925 14
	Common School Fund			16,854	84	
	Net Interest Debit.....					99,288 90
	Balance			4,379,274	90	
				4,875,756	14	111,214 04
1869.						
Jan. 1	By Half-year's subsidy			479,626	40	11,924 96
June 30	Interest on Common School Fund.....			16,854	84	
	Unpaid warrant charged 1867-8, cancelled		75 00			
	Transfers from Special Accounts—					
	Municipal Loan Fund.....	22,060	52			
	Registration Fund		25 98			
	Debentures and Interest on Trust Fund Invest- ment.....	12,939	89			
	Net Interest Balance			35,101	39	106,720 50
	Balance			4,354,072	53	
				4,885,655	16	118,645 46

DR.

PROVINCE OF QUEBEC

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1869.				
July 1	To Balance brought forward		4,354,072 53	108,851 81
10	Payments on account of subsidy		479,626 40	11,333 64
	Bank of Montreal, old letter of credit cheques		109 14	
	Debit interest balance		108,260 49	
			<u>4,942,068 56</u>	<u>120,185 45</u>
1870.				
Jan. 1	To Balance brought down		4,445,587 32	111,139 68
6	Payments on account of—			
	Bank of Montreal, old letter of credit cheques		26 00	0 53
12	Subsidy		380,000 00	8,875 34
June 30	Transfers from special accounts—			
	Building and Jury Fund	1,227 19		
	Municipalities Fund	756 00		
	Interest, Aylmer Court House	1,776 10		
	Kamouraska do	933 20		
	One-third timber agencies		4,692 49	
	Debit interest balance		4,357 50	
			<u>108,093 59</u>	
			<u>4,942,753 90</u>	<u>120,015 55</u>
July 1	To Balance brought forward		4,442,337 99	11,058 45
6	Cash on account of subsidy		390,000 00	9,429 45
Dec. 3	Net interest		108,562 94	
			<u>4,940,900 93</u>	<u>120,487 90</u>
1871.				
Jan. 1	To Balance brought forward		4,444,419 69	111,110 49
5	Cash on account of subsidy		400,000 00	9,726 03
June 30	Transfers from special accounts—			
	Interest, Aylmer Court House Debentures...	1,890 55		
	do Kamouraska do	761 76		
	One-third timber agencies		2,652 31	
	Net interest		3,734 08	
			<u>108,911 56</u>	
			<u>4,959,717 64</u>	<u>120,836 52</u>

CONTRA—Continued.

CR.

Date.				Interest.
1869.		\$ cts	\$ cts.	\$ cts.
July 1	By Half-year's subsidy.....		479,626 40	11,924 96
Dec. 31	Interest Common School Fund.....		16,854 84	
	Debit, interest balance.....			108,260 49
	Balance.....		4,445,587 32	
			4,942,068 56	120,185 45
1870.				
Jan. 1	By Half-year's subsidy.....		479,626 40	11,924 96
June 30	Cull-rs' fees, charged in 1869.....	474 75		
	Transfer from Municipal Loan Fund.....	3,459 92		
			3,934 67	
	Common School Fund.....		16,854 84	
	Debit interest balance.....			108,090 59
	Balance.....		4,442,337 99	
			4,942,753 90	120,015 55
1871.				
July 1	By Half-yearly subsidy.....		479,626 40	11,924 96
Dec. 31	Interest Common School Fund.....		16,854 84	
	Net interest debit.....			108,562 94
	Balance.....		4,444,419 69	
			4,940,900 93	120,487 90
1871.				
Jan. 1	By Half yearly subsidy.....		479,626 40	11,924 96
June 30	Interest Common School Fund, according to census, 1871—			
	Ontario population.....	1,620,851		
	Quebec do.....	1,191,516		
		2,812,367		
	Total half-yearly interest, \$38,023.98.....	16,109 63		
	Transfer from special account—			
	Court House.....	15 87		
			16,125 50	
	Net interest debit.....			108,911 56
	Balance.....		4,463,965 74	
			4,959,717 64	120,836 52

DR.		PROVINCE OF			
Date.				Interest.	
1871.		\$	cts.	\$	cts.
July 1	To	Balance brought forward.....		4,463,965 74	111,599 14
July 7		Cash on account of subsidy.....		400,000 00	9,616 44
Dec. 31		Net interest.....		109,129 06	
				4,973,094 80	121,215 58
1872.					
Jan. 1	To	Balance brought forward.....		4,467,691 67	111,692 29
Jan. 3		Cash on account of subsidy.....		400,000 00	9,836 07
June 30		Maintenance of local patients at Rockwood Asylum, 1st July, 1867, to 30th June, 1872	3,617 95		
		Transfers from special accounts—			
		Three years' interest from 10th June, 1869, to 10th June, 1872, on \$1,200 grant for Court- House, County of Portneuf.....	216 00		
		Interest, Alymer Court House Debentures...	1,786 15		
		do Kamouraska do do ...	795 20		
		One-third timber agencies.....	3,804 50		
		Net interest.....		10,219 80	
				109,603 22	
				5,987,514 69	121,528 36
July 1	To	Balance brought forward.....		4,491,778 66	112,294 46
July 4		Cash on account of subsidy.....		400,000 00	9,781 42
Dec. 31		Net interest.....		109,970 15	
				5,001,748 81	122,075 88
1873.					
Jan. 1	By	Balance brought forward.....		4,495,177 14	112,379 43
Jan. 14		Cash on account of subsidy.....		25,000 00	577 05
Feb. 3		do do		375,000 00	7,551 37
June 30		Maintenance of local patients at Rockwood Asylum.....	1,135 75		
		Transfers from special accounts—			
		Interest, Kamouraska Ct.-House Debentures.	1,199 04		
		do Alymer do do ...	1,859 53		
		One-third timber agencies.....	4,413 23		
		Net interest.....		8,607 55	
				108,582 89	
				5,012,367 58	120,507 85

QUEBEC—CONTRA—Continued.

CR.

Date.			Interest.
1872.		\$ cts.	\$ cts.
July 1	By Half-yearly subsidy.....	479,626 40	11,924 96
Aug. 31	Amount of interest due sundry municipalities on account of the Seigniorial Indemnity to Townships, Lower Canada, to be applied by Province to their indebtedness to the Municipal Loan Fund, Lower Canada.....	9,667 10	161 56
Dec. 31	Interest Common School Fund.....	16,109 63	
	Net interest debit.....		109,129 06
	Balance.....	4,467,691 67	
		4,973,094 80	121,215 58
Jan. 1	By Half-yearly subsidy.....	479,626 40	11,925 14
June 30	Interest Common School Fund.....	16,109 63	
	Net interest debit.....		109,603 22
	Balance.....	4,491,778 66	
		4,987,514 69	121,528 36
July 1	By Half-yearly subsidy.....	479,626 40	11,925 14
Aug. 31	Amount of interest due sundry municipalities on account of the Seigniorial Indemnity to Townships, Lower Canada, to be applied by Province to their indebtedness to the Municipal Loan Fund, Lower Canada.....	10,835 64	180 59
Dec. 31	Interest Common School Fund.....	16,109 63	
	Net interest debit.....		109,970 15
	Balance.....	4,495,177 14	
		5,001,748 81	122,075 88
1873.			
Jan. 1	By Half-yearly subsidy.....	479,626 40	11,924 96
June 30	Interest Common School Fund.....	16,109 63	
	Province of Canada.....	4,487,179 16	
	Net interest debit.....		108,582 89
	Balance.....	29,452 39	
		5,012,367 58	120,507 85

DR.

PROVINCE OF

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1873.				
June 30	To Balance forward.....		29,452 39	736 31
July 31	Cash on account of subsidy.....		507,356 06	12,475 40
Dec. 31	Net interest balance.....		1,408 25	
			537,856 70	13,211 71
1874.				
Jan. 1	To Balance forward.....		30,603 85	765 10
	Cash on account of subsidy.....		507,356 06	12,544 99
June 18	Two years' interest to 5th July, 1874, upon	14,400 00		
	\$120,000, Montreal Turnpike Trust Deb'tures			
30	Maintenance local patients, Rockwood Asylum	1,001 00		
	Transfers from special account—			
	Interest Kamouraska Court House Deb'tures	840 58		
	do Aylmer do do ...	1,547 50		
	do due County Portneuf.....	72 00		
	One-third timber agencies.....	5,445 60		
	Net interest.....		23,306 68	
			1,385 04	
			562,651 64	13,310 00
July 1	To Balance forward.....		52,514 27	1,312 85
2	Cash on account of subsidy.....		507,356 06	12,544 90
	Net interest credit.....			1,224 50
Dec. 31	Balance.....		126,320 15	
			686,190 48	15,082 25
1875.				
Jan. 2	To Cash on account of subsidy.....		507,356 06	12,544 90
8	Half-year's interest Montreal Turnpike Trust			
	Debentures.....		3,600 00	73 97
June 30	Maintenance local patients, Rookwood Asylum	1,001 00		
	Share of cost of ballot-boxes.....	1,865 24		
	Transfers from special accounts—		2,866 24	
	Interest Kamouraska Court House Deb'tures	410 96		
	do Aylmer do do ...	1,588 40		
	County of Portneuf.....	72 00		
	One-third timber agencies.....		2,071 36	
	Net interest credit.....		5,339 56	2,474 50
	Balance.....		108,142 91	
			629,376 13	15,093 37

QUEBEC—CONTRA—Continued.

CR.

Date.				Interest.
		\$	cts.	\$
				cts.
1873.				
July 1	By Half yearly subsidy.....			479,626 40
31	Amount of seigniorial indemnity accruing to sundry municipalities.....			10,839 00
Aug. 31	Amount of indebtedness of the Township of Chester West to the Municipal Loan Fund of Lower Canada.....			677 82
Dec. 31	Interest Common School Fund.....			16,109 63
	Net interest debit.....			1,048 25
	Balance.....			30,603 85
				537,856 70
1874.				
Jan. 1	By Half yearly subsidy.....			479,626 40
June 30	Post deposit receipt for interest— Montreal Turnpike Trust Debentures.....	14,400	00	
	Transfer from special account— Court House tax, Quebec.....		1 33	
	Interest Common School Fund.....	16,109	63	
	Net interest debit.....			30,510 96
	Balance.....			52,514 27
				562,651 63
1874.				
July 1	By Half yearly subsidy.....			479,626 40
Aug. 10	Interest due sundry municipalities.....	10,395	01	
21	Capital due do.....	178,021	36	
	Interest due do.....	397	51	
				188,813 88
Nov. 11	Balance of indebtedness, Township of Northam to the Municipal Loan Fund.....			416 07
Dec. 31	Interest Common School Fund.....			16,109 63
	Net interest.....			1,224 50
				686,190 48
1875.				
Jan. 1	By Balance forward.....			126,320 15
	Half yearly subsidy.....			479,626 40
April 6	Amount due to the Municipal Loan Fund by the Municipality of Bagotville— Capital.....	727	35	
	Interest.....	518	10	
				1,245 45
June 30	Half year's interest to 5th January, 1875, on Montreal Turnpike Trust Debentures.....			3,600 00
	Interest Common School Fund.....			16,109 63
	Net interest.....			2,474 50
				629,376 13
				15,093 37

DR.		PROVINCE OF					
Date.				Interest.			
1875.		\$	cts.	\$	cts.	\$	cts.
July 2	To	Cash on account of subsidy		507,356	06	12,514	90
8		Half year's interest Montreal Turnpike Trust Debentures		3,600	00	75	45
30		Net interest credit				2,008	18
Dec. 31		Balance		98,531	06		
				609,487	12	14,628	53
1876.							
Jan. 2	To	Cash on account of subsidy		507,356	06	12,545	28
		Six months' interest Montreal Turnpike Trust Debentures		3,600	00	74	26
June 30		Maintenance of patients, Rockwood Asylum Transfers from special accounts— Interest due County Portneuf	72	00			
		Kamouraska Court House Debentures	646	96			
		Aylmer do do	1,790	00			
		One-third Timber Agencies		2,508	96		
		Net interest credit		5,669	37	1,768	88
		Balance		79,650	60		
				599,635	97	14,388	42
1876.							
July 2	To	Cash on account of subsidy		507,356	06	12,544	28
7		Six months' interest Montreal Turnpike Trust Debentures		3,600	00	75	24
Dec. 31		Net interest credit				1,325	88
		Balance		69,356	45		
				580,312	51	13,946	40
1877.							
Jan. 2	To	Cash on account of subsidy		507,356	06	12,545	28
8		Six months' interest Montreal Turnpike Trust Debentures		3,600	00	73	97
June 30		Maintenance local patients, Rockwood Asylum Transfers from special accounts— Interest due County Portneuf	72	00			
		Kamouraska Court House Debentures	355	20			
		Aylmer do do	1,348	60			
		One-third Timber Agencies		1,775	80		
		Net interest credit		5,961	06	1,040	00
		Balance		46,432	91		
				566,132	48	13,658	87
July 2	To	Cash on account of subsidy		507,356	06	12,544	90
6		Six months' interest Montreal Turnpike Trust Debentures		3,600	00	75	45
Dec. 20		Paid P. A. T. Denys de la Ronde, two-fifths of the arrears due for rent of Protestant bur- ial ground, Quebec, to 1877 inclusive		334	17	463	63
31		Net interest credit					
		Balance		38,595	39		
				549,885	62	13,087	03

QUEBEC—CONTRA—Continued.

CR.

Date.			Interest.
1875.		\$ cts.	\$ cts.
July 1	By Balance forward.....	108,142 91	2,703 57
	Half-yearly subsidy.....	479,626 40	11,924 96
Dec. 5	Half-year's interest to 5th July, 1875, on Montreal Turnpike Trust Debentures.....	3,600 00	
31	Interest Common School Fund.....	16,109 63	
	Net interest balance.....	2,008 18	
		609,487 12	14,628 53
1876.			
Jan. 1	By Balance forward.....	98,531 06	2,463 28
	Half-yearly subsidy.....	479,626 40	11,925 14
June 30	Half-year's interest Montreal Turnpike Trust Debentures...	3,600 00	
	Interest Common School Fund.....	16,109 63	
	Net interest balance.....	1,768 88	
		599,635 97	14,388 42
1876.			
July 1	By Balance forward.....	79,650 66	1,991 26
Oct. 31	Half-year's interest Montreal Turnpike Trust Debentures ...	3,600 00	30 00
July 1	Half-yearly subsidy.....	479,626 40	11,925 14
Dec. 31	Interest Common School Fund.....	16,109 63	
	Net interest balance.....	1,325 88	
		580,312 51	13,946 40
1877.			
Jan. 1	By Balance forward.....	69,356 45	1,733 91
	Half-yearly subsidy.....	479,626 40	11,924 96
June 30	Interest Common School Fund.....	16,109 63	
	Net interest balance.....	1,040 00	
		566,132 48	14,658 87
July 1	By Balance forward.....	46,482 91	1,162 07
Dec. 31	Half-yearly subsidy.....	479,626 40	11,924 96
	Refund of interest on Montreal Turnpike Trust Debentures	7,200 00	
	Interest Common School Fund.....	16,109 63	
	Net interest.....	466 68	
		549,885 62	13,087 03

DR.

PROVINCE OF

Date.		\$	cts.	\$	cts.	\$	cts.
1878.							
Jan. 2	To Cash on account of subsidy			507,356	06	12,544	90
8	Six months' interest Montreal Turnpike Trust Debentures			3,600	00	73	97
June 30	Transfers from Special Accounts— Interest due Co. Portneuf.	72	00				
	Kamouraska Court House Debentures.....	914	73				
	Aylmer do do	1,861	00				
	One-third Timber Agencies			2,847	73		
	Net interest credit.....			5,940	21		
	Balance			14,870	05	271	16
				534,614	05	12,890	03
July 2	To Cash on account of subsidy			507,356	06	12,544	90
5	Six months' interest Montreal Turnpike Trust Debentures			3,600	00	75	45
Sept. 26	Amount paid Hon. J. Simpson, in accordance with O. in C., of Quebec.....			1,600	00	20	16
Oct. 2	Amount paid by Dominion to the Province....			500,000	00	6,164	38
Dec. 31	Net interest.....			6,568	18		
				1,019,064	24	18,804	89
1879.							
Jan. 1	To Balance brought forward.....			508,458	16	12,711	45
2	Cash on account of subsidy.....			507,356	06	12,544	90
8	Six months' interest, Montreal Turnpike Trust Debentures			3,600	00	73	97
June 30	Paid Cyrille Tessier, 12 months' interest ground rent, Quebec Protestant Burial Ground.....			55	85		
	Transfer from special accounts— Interest due County Portneuf.....	72	00				
	do Kamouraska Court House Debentures	574	69				
	do Aylmer do do	1,326	60				
	One-third Timber Agencies.....			1,973	29		
	Net interest			6,098	71		
				13,257	42		
				1,040,799	49	25,330	32
July 1	Balance brought forward.....			537,863	46	13,446	58
2	Cash on account of subsidy			507,356	06	12,544	90
8	Half-year's interest, Montreal Turnpike Trust Funds.....			3,600	00	75	45
Dec. 9	Amount paid by the Dominion to the Province			125,000	00	376	71
	Net interest			14,518	68		
				1,188,338	20	26,443	64
1880.							
Jan. 1	Balance brought forward.....			692,602	17	17,315	05
2	On account of subsidy			507,356	06	12,545	28
5	Half-year's interest, Montreal Turnpike Trust Debentures			3,600	00	74	26
April 3	Cyrille Tessier, one year's ground rent, Pro- testant Cemetery			55	80	0	47
	Carried forward			1,203,614	03	29,935	06

QUEBEC—CONTRA—Continued.

CR.

Date.		—	Interest.
		\$ cts.	\$ cts.
1878.			
Jan. 1	By Balance forward	38,595 39	964 88
Feb. 20	Half-yearly subsidy	479,626 40	11,924 96
	Cash paid by V. Taché, Sheriff of Kamouraska, on account of Jury Fund, prior to Confederation	11 47	0 19
June 30	Interest Common School Fund	16,109 63	
	Net interest balance	271 16	
		534,614 05	12,890 03
July 1	By Balance forward.....	14,870 05	371 75
	Half-yearly subsidy	479,626 40	11,924 96
Dec. 31	Common School Fund.....	16,109 63	
	Net interest debit.....		6,508 18
	Balance.....	508,458 16	
		1,019,064 24	18,804 89
1879.			
Jan. 1	By Half-yearly subsidy	479,626 40	11,924 96
	Remittance for interest, Montreal Turnpike Trust Debentures	7,200 00	147 94
June 30	Interest Common School Fund.....	16,109 63	
	Net interest debit		13,257 42
	Balance.....	537,863 46	
		1,040,799 49	25,330 32
July 1	By Half-yearly subsidy	479,626 40	11,924 96
Dec. 31	Interest Common School Fund	16,109 63	
	Net interest debit.....		14,518 68
	Balance.....	692,602 17	
		1,188,338 20	26,443 64
Jan. 1	By Half-yearly subsidy	479,626 40	11,925 14
26	Interest on Montreal Turnpike Trust Debentures.....	7,200 00	148 52
June 30	Interest Common School Fund.....	16,109 63	
	Net interest debit.....		17,861 40
	Balance	726,962 52	
	Carried forward.....	1,229,898 55	29,935 06

DR.

PROVINCE OF

Date.				Interest.
		\$ cts.	\$ cts.	\$ cts.
1880.	Brought forward.....		1,203,614 03	29,935 06
June 30	To Transfers from Special Accounts—			
	Interest, County of Portneuf.....	72 00		
	do Kamouraska Court House Debentures	782 33		
	do Aylmer do do	1,588 00		
	One-third Timber Agencies.....		2,440 33	
	Net interest.....		5,982 79	
			17,861 40	
			1,229,898 55	29,935 06
July 1	To Balance brought forward.....		726,962 52	18,174 06
2	Cash on account of subsidy.....		507,356 06	12,545 28
31	Half-year's interest, Montreal Turnpike Trust Debentures.....		3,600 00	75 24
Oct. 31	Payment P. A. T. Denys de la Ronde, three years' rent.....		111 39	0 93
Dec. 31	Net interest.....		18,870 37	
			1,256,900 34	30,795 51
1881.	To Balance forward.....		761,164 31	19,029 11
Jan. 1				
2	Cash on account of subsidy.....		507,356 06	12,544 90
31	Half-year's interest, Montreal Turnpike Trust Debentures.....		3,600 00	73 97
April 30	Cyrille Tessier, one year's ground rent, Pro- testant Cemetery.....		55 80	0 47
June 30	Transfers from Special Accounts—			
	Interest paid County of Portneuf.....	72 00		
	do Kamouraska Court House Debentures	630 16		
	do Aylmer do do	1,675 40		
	One-third Timber Agencies.....		2,377 56	
	Net interest.....		6,074 03	
			19,723 49	
			1,300,351 25	31,648 45
1881.	To Balance forward.....		798,780 91	19,944 57
July 1				
2	Cash on account of subsidy.....		507,356 06	12,544 90
31	Half-year's interest, Montreal Turnpike Trust Debentures.....		3,600 00	75 45
Oct. 31	Paid J. A. T. D. de la Ronde, rent of English burying-ground, St. John's, Que.....		55 69	0 47
Nov. 30	Paid Mrs. J. A. Ross, for claim against Pro- vince.....		500 00	2 12
Dec. 31	Net interest.....		20,551 81	
			1,329,844 47	32,567 51
1882.	To Balance forward.....		827,274 13	20,681 85
Jan. 2				
31	Cash on account of subsidy.....		507,356 06	12,544 90
	Half-year's interest, Montreal Turnpike Trust Debentures.....		3,600 00	73 97
	Carried forward.....		1,338,230 19	33,300 72

QUEBEC—CONTRA—*Continued.*

CR.

Date.			Interest.
		\$ cts.	\$ cts.
1880.	Brought forward.....	1,229,898 55	29,935 06
		1,229,898 55	29,935 06
July 1	By Half-yearly subsidy	479,626 40	11,925 14
Dec. 31	Interest Common School Fund	16,109 63	
	Net interest debit.....		18,870 37
	Balance.....	761,164 31	
		1,256,900 34	30,795 51
Jan. 1	By Half-yearly subsidy	479,626 40	11,924 96
June 30	Receipts for interest, Montreal Turnpike Trust Debentures	7,200 00	
	Half-year's interest, Common School Fund.....	15,743 94	
	Population according to Census, 1881—		
	Ontario.....	1,923,228	
	Quebec	1,359,027	
	Total half-yearly interest, \$38,023.08.		
	Net interest debit.....		19,723 49
	Balance.....	797,780 81	
		1,300,351 25	31,648 45
1881.			
July 1	By Half-yearly subsidy	479,626 40	11,924 96
Sept. 2	Received for interest, Montreal Turnpike Trust Debentures.....	7,200 00	90 74
Dec. 31	Interest, Common School Fund	15,743 94	
	Net interest debit.....		20,551 81
	Balance.....	827,274 13	
		1,329,844 47	32,567 51
1882.			
Jan. 1	By Half-year's subsidy.....	479,626 40	11,924 96
June 30	Interest, Common School Fund	15,743 94	
	Balance, Widows' Pensions, Lower Canada.....	8,644 83	
	Net interest debit.....		21,376 23
	Balance	889,551 21	
	Carried forward.....	1,293,566 38	33,301 19

PROVINCE OF

Date.		—	—	Interest.
		\$ cts.	\$ cts.	\$ cts.
1882.	Brought forward.....		1,338,230 19	33,300 72
April 30	To Cyrille Tessier, one year's ground rent, Protestant Cemetery		55 80	0 47
June 30	Transfer from Special Accounts—			
	Interest due County of Portneuf.....	72 00		
	do Kamouraska Court House Debentures	659 77		
	do Aylmer do do	1,600 40		
	One-third Timber Agencies.....		2,332 17	
	Province of Canada		6,134 18	
	Net Interest		25,437 81	
			21,376 23	
			1,393,566 38	33,301 19
1882.				
July 1	To Balance forward		889,551 21	

QUEBEC—CONTRA—Continued.

Date.				
1882.	Brought forward.....	\$ cts.	\$ cts.	\$ cts.
			1,393,566 38	33,301 19
			<u>1,393,566 38</u>	<u>33,301 19</u>

RECAPITULATION.

	\$ cts.	\$ cts.
Principal—Receipts.....	19,987,661 94	
Payments.....	19,376,898 62	
		510,763 32
Interest on Payments.....	1,776,784 67	
do Receipts.....	376,470 14	
		<u>1,400,314 53</u>
		889,551 21

SCHEDULE

ADJUSTMENT OF THE ACCOUNTS of the Provinces of Ontario and Quebec

		SCHEDULE A.	\$ cts.	\$ cts.	\$ cts.
July 1, 1882.	Debit Balance, Province of Ontario Account	.....		6,740,060 63	
	do Quebec do	.....		4,632,731 27	
	do Canada do	.....		44,937 69	
	Credit do Ontario and Quebec	.....			10,537,000 55
	do Subsidy Account.	.....			263,485 73
	do Special do	.....			617,243 31
	Difference	.....		11,417,729 59	11,417,729 59
	Difference of Balances above shown	.....			617,243 31
1867.	Arrears of payments to Indians under Robinson Treaty	.....		140,880 00	
	Capitalization of Annuities	.....		303,200 00	
	Amount of interest paid on Provincial Debentures	...\$51,595 10			
Dec. 31, 1869.	do	... 574 25			
June 30, 1869.	do	... 300 00			
	Less already entered in Public Accounts	.....	52,469 35		
		.....	46,871 87		
	Amounts debited in Schedule "C" and not in Schedule "A":—			5,597 48	
	Cash payments on account of Quebec subsidy for 8½ years at \$1,014,712.12 from 1st July, 1873, to 1st Jan., 1882	.....		8,625,053 02	
	Cash payments on account of Ontario subsidy for 8½ years at \$1,333,569.42 from 1st July, 1869, to 1st Jan., 1882	.....		11,335,340 07	
	Amounts credited in Schedule "A" and not in Schedule "C":—				
	Interest on Upper Canada Grammar School Fund, to 30th June, 1869	.....		15,638 45	
	Interest on Upper Canada Building Fund	.....		73,619 57	
	Interest on Trust Funds, Quebec, from 1st July, 1867, to 31st December, 1873 (L.C.S.E. Fund)—				
	11 half-years at \$10,307 86	.....	113,386 46		
	1 do 10,307 86	.....	10,307 85		
				123,694 31	
	Interest on Trust Funds, Ontario, from 31st December, 1868, to 31st December, 1873, (U.C.B. Fund & U.C. G.S. Fund)—				
	10 half-years at \$44,629 00	.....		446,290 00	
	Amount debited in Schedule "C" and not in Schedule "A":—				
Dec. 31, 1867.	Debit Balance of Interest on Quebec Account Current	.....	97,897 30		
June 30, 1868.	do do	... 100,775 84			
Dec. 31, 1868.	do do	... 99,288 90			
June 30, 1869.	do do	... 106,720 50			
Dec. 31, 1869.	do do	... 108,260 49			
	Carried forward	.....	512,943 03	21,069,312 90	617,243 31

ADJUSTMENT of the Accounts of the Provinces

		SCHEDULE A—Continued.		\$	cts.	\$	cts.	\$	cts.
		Brought forward		512,943	03	21,069,312	90	617,243	31
		Amount debited in Schedule "C" and not in Schedule "A"—Continued—							
June 30, 1870		Debit balance of interest on Quebec Account Current.....		108,090	59				
Dec. 31, 1870		do	do	108,562	94				
June 30, 1871		do	do	108,911	56				
Dec. 31, 1871		do	do	109,129	06				
June 30, 1872		do	do	109,603	22				
Dec. 31, 1872		do	do	109,970	15				
June 30, 1873		do	do	108,582	89				
Dec. 31, 1873		do	do	1,048	25				
June 30, 1874		do	do	1,385	04				
Dec. 31, 1878		do	do	6,508	18				
June 30, 1879		do	do	13,257	42				
Dec. 31, 1879		do	do	14,518	68				
June 30, 1880		do	do	17,861	40				
Dec. 31, 1880		do	do	18,870	37				
June 30, 1881		do	do	19,723	49				
Dec. 31, 1881		do	do	20,551	81				
June 30, 1882		do	do	21,376	23				
Dec. 31, 1867		Debit balance of interest on Ontario Account Current.....		70,555	59	1,410,894	31		
June 30, 1868		do	do	64,477	27				
Dec. 31, 1868		do	do	60,311	88				
June 30, 1869		do	do	76,296	40				
Dec. 31, 1869		do	do	77,290	90				
June 30, 1870		do	do	80,854	02				
Dec. 31, 1870		do	do	82,684	22				
June 30, 1871		do	do	83,264	37				
Dec. 31, 1871		do	do	83,240	67				
June 30, 1872		do	do	83,995	06				
Dec. 31, 1872		do	do	83,912	01				
June 30, 1873		do	do	83,824	43				
June 30, 1882		do on \$40,000 omitted in 1867.		39,157	31	969,864	13		
Dec. 31, 1867		Interest on Account Current—Canada		9,968	41				
June 30, 1868		do	do	18,795	45				
Dec. 31, 1868		do	do	19,365	95				
June 30, 1869		do	do	20,217	74				
Dec. 31, 1869		do	do	20,922	47				
June 30, 1870		do	do	21,610	90				
Dec. 31, 1870		do	do	22,140	66				
June 30, 1871		do	do	23,707	45				
Dec. 31, 1871		do	do	23,281	18				
June 30, 1872		do	do	23,897	74				
Dec. 31, 1872		do	do	24,519	29	227,427	24		
Dec. 31, 1873		do	do	25	00				
June 30, 1874		do	do	92	17				
Dec. 31, 1874		do	do	104	62				
June 30, 1875		do	do	125	99				
Dec. 31, 1875		do	do	129	14				
June 30, 1876		do	do	217	46				
Dec. 31, 1876		do	do	226	19				
June 30, 1877		do	do	359	14				
Dec. 31, 1877		do	do	531	56				
June 30, 1878		do	do	556	67				
Dec. 31, 1878		do	do	902	16				
June 30, 1879		do	do	928	42				
Dec. 31, 1879		do	do	1,012	67				
June 30, 1880		do	do	1,036	80				
Dec. 31, 1880		do	do	1,125	83				
June 30, 1881		do	do	1,186	85				
Dec. 31, 1881		do	do	1,325	92	9,586	59		
Carried forward.....				23,687,385	17	617,243	31		

of Ontario and Quebec, &c.--Continued.

		SCHEDULE C--Continued.	\$ cts.	\$ cts.	\$ cts.
		Brought forward.....		27,399,485 49	
		Credited in Schedule "C" and not in Schedule "A":--			
Dec. 31, 1873		Credit Balance of interest on Ontario Account Current	38,233 89		
June 30, 1874		do do	38,394 25		
Dec. 31, 1874		do do	35,851 21		
June 30, 1875		do do	35,588 65		
Dec. 31, 1875		do do	34,300 52		
June 30, 1876		do do	34,212 17		
Dec. 31, 1876		do do	33,125 83		
June 30, 1877		do do	32,774 64		
Dec. 31, 1877		do do	28,270 79		
June 30, 1878		do do	29,418 77		
Dec. 31, 1878		do do	29,590 32		
June 30, 1879		do do	29,169 23		
Dec. 31, 1879		do do	28,585 15		
June 30, 1880		do do	28,138 66		
Dec. 31, 1880		do do	27,531 70		
June 30, 1881		do do	27,059 41		
Dec. 31, 1881		do do	26,432 34		
June 30, 1882		do do	25,941 45		
do 30, 1868		Transfers from Ontario and Quebec Special Accounts -- Amounts of receipts over payments appertaining to Ontario.....		562,616 97	
do 30, 1869		do do	123,620 03		
do 30, 1870		do do	176,930 21		
do 30, 1871		do do	32,876 87		
do 30, 1872		do do	31,534 06		
do 30, 1873		do do	31,401 07		
do 30, 1874		do do	36,460 33		
		do do	28,376 63		
		Less amount received for marriage licenses	461,199 20		
			41,057 00		
June 30, 1868		Amount of receipts over payments appertaining to Quebec.....	52,380 28	420,142 20	
do 30, 1869		do do	15,443 55		
				67,823 83	
		Debited in Schedule A and not in Schedule C--Ontario and Quebec Subsidy Account--Interest on Province Debt from 1st July, 1867, to 31st December, 1870--5 half years, at \$262 443 52.....	1,312,217 60		
		1 do 262 619 20.....	262,619 20		
		1 do 262,608 69.....	262,608 69		
				1,837,445 49	
					30,287,513 98
July 1, 1882		Less--Difference of the balances shown below--Credit Balance of the Province of Ontario		966,312 93	
do 1, 1882		Debit Balance of the Province of Quebec Account.....	889,551 21		
do 1, 1882		Balance of the Province of Canada Account, transferred.....	53,860 00		
				943,411 21	
					22,901 72
		Carried forward			30,264,612 26

ADJUSTMENT of the Accounts of the Provinces

		SCHEDULE A—Continued.		\$	cts.	\$	cts.	\$	cts.	
		Brought forward.....				23,687,	385 17	617,243 31		
June 30, 1875	Transfers from Ontario and Quebec Special Accounts—Amount of payments over receipts appertaining to Ontario (timber agencies, &c).....			5,339	56					
1876	do	do	...	5,669	37					
1877	do	do	...	5,961	04					
1878	do	do	...	5,940	21					
1879	do	do	...	6,098	71					
1880	do	do	...	5,982	80					
1881	do	do	...	6,074	02					
1882	do	do	...	6,134	18					
						47,199 89				
June 30, 1869	Amount of payments over receipts appertaining to Quebec (timber agencies, &c)			5,590	07					
1870	do	do	...	6,370	52					
1871	do	do	...	6,601	85					
1872	do	do	...	7,471	80					
1873	do	do	...	7,904	35					
1874	do	do	...	7,410	92					
1875	do	do	...	8,178	33					
1876	do	do	...	7,736	86					
1877	do	do	...	2,847	73					
1878	do	do	...	5,940	21					
1879	do	do	...	8,072	00					
1880	do	do	...	8,423	12					
1881	do	do	...	8,451	59					
1882	do	do	...	8,466	35					
						99,465 70				
Oct. 2, 1878	Cash advanced by Dominion to Quebec			500,000	00					
Dec. 9, 1879	do	do	...	125,000	00					
						625,000 00				
		Amounts credited in Schedule "A" and not in Schedule "C"—Subsidy Account—								
Jan. 1, 1868	Half-year's interest, Common School Fund.....			41,141	11					
July 1, 1868	do	do	...	42,169	64					
Jan. 1, 1869	do	do	...	43,223	88					
July 1, 1869	do	do	...	44,304	47					
Jan. 1, 1870	do	do	...	45,412	08					
July 1, 1870	do	do	...	46,547	68					
Jan. 1, 1871	do	do	...	47,711	06					
June 30, 1871	Half-year's subsidy			863,165	17					
Dec. 31, 1871	do	do	...	863,165	17					
June 30, 1872	do	do	...	863,165	17					
Dec. 31, 1872	do	do	...	849,938	21					
Apl. 30, 1874	Subsidy Account, Ontario and Quebec.			497,048	20					
	do	do	...	622,155	71					
						4,869,147 55				
1882	Widows' pensions.....					1,824 91				
1882	Transfer from Canada—Ontario					28,422 19				
1882	do	do	Quebec.....			25,437 81				
						29,383,883 22				
		Special Account—Ontario and Quebec.					263,485 73			
						30,264,612 26				

of Ontario and Quebec, &c.—*Concluded.*

Brought forward.....			\$ =cts. 30,264,612 26
			30,264,612 26

B.—CORRESPONDENCE WITH QUEBEC.

QUEBEC, 11th June, 1883.

SIR,—In consequence of the non-collection of the taxes imposed by the Legislature of Quebec upon certain commercial corporations, which I had estimated at \$125,000, and also in consequence of the collections from the Municipal Loan Fund falling short of my estimate, I have to request that you will advance to the Government of Quebec, pending the final settlement of the accounts, the sum of \$175,000 on the account current between the Dominion and the Province.

This account, in 1877, showed a balance in favor of the Province of Quebec of \$1,320,123.08, without including interest. On account of this balance the sum of \$500,000 was paid in 1879 and a further sum of \$125,000 was paid in 1880.

In connection with the present application, I would refer you to the letter of the Deputy Minister of Finance to the Hon. Mr. Joly, then Premier of Quebec, of the 3rd October, 1878, in which, referring to the account current, he stated that the amount to the credit of the Province represented accumulations and transfers from other accounts and was available for the purposes of the Province.

In addition to the balance in favor of the Province under the account current above referred to, there is also due to the Province the sum of \$94,459 for its share of the amount awarded to the Provinces of Ontario and Quebec for the Library, &c., by the Award of the 3rd September, 1870. This claim will amount, on the 30th June, inst., with interest at 5 per cent., to \$170,026.20, being only \$4,973.80 less than the amount now asked for.

The advance is required for the purpose of meeting payments belonging to ordinary expenditure, which have to be provided for before the 30th June, inst.

I have, &c., J. WURTELE, *Treasurer, P.Q.*

Hon. Sir S. L. TILLEY, Minister of Finance.

OTTAWA, 15th June, 1883.

SIR,—Just previous to his departure for England, Sir Leonard Tilley handed me your letter of the 11th June inst., to which I have now the honor to reply. When, some three years ago, the then Treasurer, Mr. Robertson, came here and requested an advance on the unsettled accounts, after very careful consideration and a great deal of doubt, Council advanced some \$125,000, in the belief that every thing that could be done was then done. I regret to say that the proposition to advance a further sum of \$175,000 can not be acceded to. The accounts between the Provinces and the Dominion, I believe, will be ready for settlement in the month of September, when payment of whatever amount may then be found due, if any, can be promptly arranged. In the meantime, however, if on the first day of July next it is still necessary for the sum to be advanced, I will procure an Order in Council to be put through to advance on account of subsidy the sum now proposed, \$175,000, interest on the same to be charged until the date of payment at the rate of $4\frac{1}{2}$ per cent.

Yours very truly,

J. M. COURTNEY, *Dep. Min. of Finance.*

Hon. J. WURTELE, Treasurer, Quebec.

QUEBEC, 20th June, 1883.

SIR,—I have the honor to acknowledge receipt of your letter of the 15th inst. I cannot agree with you that there is any doubt as to the balance of the sum of \$1,320,123 being due to the Province of Quebec. I believe not only that there is a balance of \$698,123, but that the Government is entitled, in addition to this, to a large amount for interest. I have to thank you for your offer to advance \$175,000 to the Government of Quebec on account of next year's subsidy, at $4\frac{1}{2}$ per cent. This, however, is not what I wanted. A payment on account of the balance due under account

current would have formed part of the receipts of the Consolidated Revenue Fund for the current fiscal year, and would have made good the deficiencies in the collection of taxes on commercial corporations and of the Municipal Loan Fund, whereas the advance you propose would have to be treated as a temporary loan.

For the present, the needs of the Treasury do not require the advance which you have kindly offered.

I would be obliged if you would inform me when the statements which the Treasurer of Ontario and I have asked for, will be ready. As soon as I receive these statements I shall see the Hon. Mr. Young, the present Treasurer of Ontario, and arrange for a meeting with you respecting a settlement of the long outstanding accounts between the two Provinces of Quebec and Ontario and the Dominion.

I have, &c.,

J. WURTELE, *Provincial Treasurer, Quebec.*

J. M. COURTNEY, Deputy Minister of Finance.

OTTAWA, 23rd June, 1883.

SIR,—I have the honor to acknowledge the receipts of your letter of the 20th inst., in reply to mine of the 15th. In reply to that part of it, asking when the accounts will be ready for settlement between the two Provinces and the Dominion. I have the honor to state that the accounts are now being sent to the printer, and on their return will be submitted to the Government. I expect they will await the return of Sir Leonard Tilley from England, and no doubt they will be taken up in September next.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. J. WURTELE, Provincial Treasurer, Quebec.

QUEBEC, 26th June, 1883.

SIR,—I am in receipt of your letter of the 23rd inst., informing me that the accounts between the Dominion and Ontario and Quebec are now being printed, and that the matter will be taken up, in view of a settlement, in September next.

May I request you to send me, meantime, a copy of the accounts.

Yours obediently,

J. WURTELE, *Provincial Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 27th June, 1883.

SIR,—I am in receipt of your letter of the 26th inst., asking for copy of accounts now being printed. I have to say that the accounts are still in preparation, only a part of them being at the printers, but as soon as I can obtain the consent of the Ministry to send you a copy of them, I will send one.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. J. WURTELE, Treasurer, Quebec.

OTTAWA, 3rd July, 1883.

SIR,—Pending the settlement of the accounts, I have thought it best to remit, as usual, for the subsidy and interest. I have therefore the pleasure of enclosing the following cheques:—

(Statement of cheques enclosed, amounting in all to \$507,356.06.)

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer of Quebec, Quebec, P.Q.

QUEBEC, 6th July, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 3rd inst. enclosing cheques for \$507,356.06, being subsidy for six months ending 31st December, 1883, and six months interest on Trust Funds to 30th June, 1883.

I have, &c.,

H. T. MACHIN, *Asst. Treasurer, P.Q.*

J. M. COURTNEY, Deputy Minister of Finance.

QUEBEC, 1st October, 1883.

SIR,—Referring to your two letters of the 23rd June last, in one of which you inform me that the accounts between the two Provinces of Ontario and Quebec and the Dominion were then being sent to the printers, and that they would no doubt be taken up, in view of arriving at a settlement, in September, and in the other you state that as soon as you could obtain the consent of the Ministry you would send me a copy, I beg to request that you will arrange, now that the Honorable Minister of Finance has returned from Europe, for an early meeting of the Treasurers of the two Provinces with Sir Leonard Tilley; and also to request that you will obtain the necessary consent and kindly send me a copy of the accounts as printed. I was pleased to learn that the Hon. S. C. Wood had been requested and had agreed to continue the negotiation for the settlement of these long pending accounts. I would therefore suggest that a copy of the accounts should also be sent to him.

I have, &c.,

J. WURTELE, *Treasurer, P.Q.*

J. M. COURTNEY, Deputy Minister of Finance.

OTTAWA, 3rd October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 1st inst., respecting the accounts between the Provinces of Ontario and Quebec and the Dominion, and in reply thereto I have to say that the accounts are only just finished and as soon as Sir Leonard Tilley returns to Ottawa they will be submitted to him, and I will then take steps that the subject will have early consideration.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. J. WURTELE, Provincial Treasurer, Quebec.

QUEBEC, November 6th, 1883.

SIR,—I am directed by the Honorable Treasurer to request that you will kindly forward a copy of all the accounts that have been printed having reference to the settlement between the Dominion, Ontario and Quebec.

He would also be obliged if you could appoint a time for settlement of the accounts at as early a date as possible.

I may remark that the retirement of the Hon. Mr. Young, as Treasurer of the Province of Ontario, will not interfere, as the Hon. Mr. Wood, the former Treasurer, has been authorized by the Government of Ontario to act for it in the settlement.

I have, &c.,

H. T. MACHIN, *Asst. Treasurer, P. Q.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, November 12th, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 6th inst., asking, at the request of the Treasurer of your Province, that a copy of the accounts that have been printed, having reference to the settlement between the Dominion, Ontario and Quebec, should be forwarded to him, and also if a time could be appointed for the settlement of the accounts, at the same time mentioning that the late Treasurer of the Province of Ontario, Mr. Wood, had been authorized by the

Government of that Province to act for it in the settlement. In reply, I beg to say that the accounts, so far as they are ready, have been submitted to the Minister of Finance, and I am directed to inform you that the Government regret that they are not in a position at present to take up the matter.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Assistant Treasurer, Quebec.

OTTAWA, December 17th, 1884.

SIR,—I have the honor to enclose herewith a printed copy of accounts between the Dominion, the late Province of Canada, and the Provinces of Ontario and Quebec. They are made up to the 30th June, 1882, but in a short time could be completed up to date. I am prepared to meet you here at any time you choose to effect a settlement.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer, Quebec.

QUEBEC, 19th December, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 17th inst., and a copy of accounts between the Dominion and the late Province of Canada and the Provinces of Ontario and Quebec.

I have, &c.,

H. T. MACHIN, *Asst. Treasurer, P.Q.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 2nd January, 1884.

SIR,—Pending the settlement of the accounts, I have thought it best to remit, as usual, for the subsidy and interest, and I have therefore the pleasure of enclosing herewith the following cheques:—

(Statement of cheques enclosed, amounting to the sum of \$507,356.06.)

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Provincial Treasurer, Quebec.

QUEBEC, 5th January, 1884.

SIR,—I have the honor to acknowledge receipt of your letter of the 2nd inst., enclosing cheques for \$507,356.06, in payment of subsidy for half year ending 30th June, 1883, and of interest on Trust Funds for half year to 31st December, 1883.

I have, &c.,

H. T. MACHIN, *Asst. Treasurer, P.Q.*

J. M. COURTNEY, *Deputy Minister Finance.*

C.—CORRESPONDENCE WITH ONTARIO.

OTTAWA, 4th June, 1883.

MY DEAR SIR,—I have the honor to enclose herewith statement, from which it will be seen that the Dominion Government has at present made advances on account of the payment of Clergymen's Widows' Pensions to the amount of \$1,820.97, for which I shall be glad to receive a remittance at your earliest possible convenience. You will observe that one of the annuitants, Mrs. Green, has died since I last wrote you, leaving fourteen on the list. It would be as well, until the general account is settled, for you to authorize us to pay the annuities due on the 1st July next. I shall be glad to hear from you shortly.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer Ontario, Toronto.

Re Pensions to Widows of Clergymen.

TORONTO, 22nd June, 1883.

SIR,—I am directed by the Honorable the Treasurer to enclose herewith cheque No. 205, on the Dominion Bank, for \$1,820.97, in payment of pensions due to the widows of clergymen, as stated in your letter of 4th inst., without prejudice to the Province as to the responsibility regarding this fund.

I have, &c.,

W. R. HARRIS, *Assist. Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 23rd June, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 22nd inst., covering cheque for \$1,820.97, in payment of pensions to widows of clergymen last January.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Assistant Treasurer, Toronto.

OTTAWA, 26th June, 1883.

MY DEAR MR. YOUNG,—I am now finishing the accounts between the old Provinces of Canada, the Provinces of Ontario and Quebec and the Dominion, and I will send them, for convenience to the printer, so that the case may be complete. I hope that the Ministry may consider them between this and September, and if I can, I will endeavor to make arrangements that Mr. Wurtele and yourself may be here towards the end of September to have the final settlement. I trust this will meet your wishes. Mr. McDougall, the Auditor-General, wishes that from the 1st January next you will pay the Clergymen's Widows. Can you not get this point settled? It is no doubt a liability of Ontario, and Mr. Langton will tell you all about it.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. J. YOUNG, Provincial Treasurer, Toronto.

TORONTO, 20th June, 1883.

DEAR SIR,—I beg to acknowledge your letter of the 25th instant. I have hardly got settled down to business yet, but am glad to learn that you are endeavoring to expedite matters in regard to the final settlement of the accounts of the late Province of Canada. As far as I can judge, at present, I think the course you suggest will be satisfactory, but I may be able to advise you later on.

In reference to the payments to Clergymen's Widows, I will make enquiry into the matter.

Faithfully yours,

JAMES YOUNG, *Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 3rd July, 1883.

SIR,—Pending the settlement of the accounts, I have thought it best to remit, as usual, for the subsidy and interest. I have therefore the pleasure to enclose the following cheques:—

No. 1352, Canadian Bank of Commerce.....	\$200,000 00
0802, Ontario Bank, Ottawa.....	25,000 00
1583, Bank of Montreal, Ottawa.....	373,436 40
8589 " " " (interest).....	68,348 31

\$666,784 71

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Provincial Treasurer, Toronto.

Re-subsidy and Interest.

TORONTO, 5th July, 1883.

SIR,—I beg to acknowledge the receipt of your letter of the 3rd inst., enclosing cheques as named for the sum of \$666,784.71, being subsidy and interest for half year ending 30th June last.

I have, &c.,

W. R. HARRIS, *Assist. Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 21st July, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 20th inst., and in reply I have to state that the accounts referred to therein are now in the hands of the printers, and that they are not yet ready, but copies will be forwarded as soon as they are received from them. Mr. Courtney is still out of town, and will not return probably for some weeks yet.

I have, &c.,

FRED TOLLER, *Acting Deputy Minister of Finance.*W. R. HARRIS, *Assist. Treasurer, Toronto.**Re Settlement of Account between the Dominion and Provinces of Ontario and Quebec.*

TORONTO, 6th October, 1883.

SIR,—In reference to my letter to you under date of 20th July last, asking that copies of the printed statements you were about to prepare, in reference to the accounts of the late Province of Canada, should be sent to the Honorable the Treasurer of Ontario, I am again instructed to request that you will, as soon as possible, send to him the papers asked for. He will also be glad, at the same time, to have your views as to the meeting for the final settlement of the accounts, as mentioned in your letter of the 21st July last.

I have, &c.,

W. R. HARRIS, *Asst. Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 8th October, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 6th inst., respecting the unsettled accounts between the Dominion and the Provinces of Ontario and Quebec, and in reply to the same I have to say that the accounts are only just finished, and as soon as Sir Leonard Tilley returns to Ottawa they will be submitted to him and steps will then be taken for an early consideration of the matter.

I have, &c.,

FRED. TOLLER, *Acting Deputy Minister Finance.*W. R. HARRIS, *Assistant Treasurer, Toronto.**Re Settlement of Accounts between the Dominion and Provinces of Ontario and Quebec.*

TORONTO, 24th November, 1883.

SIR,—In reference to my letter of the 6th October last, I am directed by the Honorable the Treasurer to ask if the statements referred to have been approved by Sir Leonard Tilley, and if so to request that you will be good enough to have the papers asked for forwarded to this Department as soon as possible.

I have, &c.,

W. R. HARRIS, *Asst. Treasurer.*

J. M. COURTNEY, Deputy Minister Finance.

OTTAWA, 28th November, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 24th inst., respecting the settlement of the accounts between the Dominion and the Provinces of Ontario and Quebec, and in reply thereto I beg to say that the accounts, so far as they are ready, have been submitted to the Minister of Finance, and I am directed to inform you that the Government regret that they are not in a position at present to take up the matter.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

W. R. HARRIS, *Asst. Treasurer, Toronto.*

OTTAWA, 17th December, 1883.

SIR,—I have the honor to enclose herewith printed copy of accounts between the Dominion, the late Province of Canada and the Provinces of Ontario and Quebec. They are made up to the 30th June, 1882, but in a short time they could be completed up to date. I am prepared to meet you here at any time you choose to effect a settlement.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer, Toronto.

TORONTO, 19th December, 1883.

SIR,—I am instructed by the Honorable the Treasurer of Ontario to acknowledge the receipt of the printed accounts of the Dominion and the Provinces, and to request that you will forward to this Department twelve copies of the same for the use of the members of the Government.

I have, &c.,

W. R. HARRIS, *Assistant Treasurer.*

J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 20th December, 1883.

SIR,—I have the honor to enclose herewith statement of amounts paid on account of pensions to Clergymen's Widows last July, amounting to \$1,581.60, and I shall be obliged by your informing me whether, as it will scarcely be possible to have a settlement of the accounts between this and the 1st January, you wish this Government to pay the pensions that will become due on the 1st proximo. If you wish this to be done I shall be obliged by your forwarding to me the amount already paid, as shown by the statement enclosed.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer, Toronto.

OTTAWA, 2nd January, 1884.

SIR,—Pending the settlement of the accounts, I have thought it best to remit, as usual, for the subsidy and interest, and I have therefore the pleasure of remitting herewith the following cheques:—

(Statement of cheques remitted, amounting in all to the sum of \$666,784.71.)

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. Treasurer, Toronto.

Re Subsidy and Interest.

TORONTO, 5th January, 1884.

SIR,—I beg to acknowledge the receipt of your letter of 2nd inst., enclosing cheques as named for the sum of \$666,784.71, being subsidy and interest for half year ending 31st December last.

I have, &c.,

W. H. HARRIS, *Assistant Treasurer.*

J. M. COURTNEY, *Deputy Minister Finance.*

Re Copies of Accounts between the Dominion and the Provinces.

TORONTO, 9th January, 1884.

SIR,—In reference to the letter from me of 19th December last, asking for twelve copies of the accounts as above, I am requested by the Treasurer to ask again for the number mentioned, in order that all the members of the Government may have them as soon as possible. Please let the matter have your kind attention.

I have, &c.,

W. R. HARRIS, *Assistant Treasurer.*J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 9th January, 1884.

SIR,—I regret that in consequence of the preparation of the Public Accounts and other work required to be prepared for the approaching Session, I have been unable before this to answer your letter of the 10th ult. I send you to-day, under separate registered cover, five copies of the accounts between the Dominion and the Provinces, which, with the one already sent, will make one copy for each Minister. Our stock is not very large and at present we cannot spare any more.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*W. R. HARRIS, *Assistant Treasurer, Toronto.**By telegraph to J. M. Courtney, Ottawa.*

TORONTO, 28th December, 1883.

Will forward a cheque as soon as a quorum can be had.

A. M. ROSS, *Treasurer.*

OTTAWA, 12th January, 1884.

MY DEAR SIR.—I have to call your attention to the fact that I have not yet received the remittance you promised me for the Widows' Pensions as soon as you could get together a quorum of your Council. I would be obliged if you would make me a remittance as soon as you possibly could.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*Hon. A. M. ROSS, *Provincial Treasurer, Toronto.*

TORONTO, 15th January, 1884.

DEAR SIR,—I enclose cheque for \$1,581.60 on account of Pensions to Clergymen's Widows, as per your letter of the 20th December (without prejudice to the Province as to the responsibility regarding the fund). I must ask that you will send me two extra copies of the accounts, as it will be impossible for me to get along without them; in fact, I have not been able to have a glimpse of the one sent to the Treasurer. Your kind attention will very much oblige.

Yours truly,

W. R. HARRIS, *Asst. Treasurer.*J. M. COURTNEY, *Deputy Minister Finance.*

OTTAWA, 16th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your letter of the 15th instant, covering cheque for \$1,581.60 on account of Widows' Pensions, and I now beg to enclose deposit receipt for the same. I also send you by this mail, under separate registered cover, two more copies of the accounts between the Dominion and the Provinces of Ontario and Quebec.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*W. R. HARRIS, *Assistant Treasurer, Toronto.*

RETURN

(57)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st January, 1884 :—For

1. A duly certified copy of the complaint or Petition of Charles Chabot, of St. Charles de Bellechasse, Farmer, presented to the Dominion Arbitrators; also, of all the Record of proceedings before the said Arbitrators, including the evidence, accounts, protests and judgment in the said case, and forming part of the said Record.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
12th February, 1884.

RETURN

(58)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st January, 1884 ;—For

1. A duly certified copy of complaint or Petition of Louis Chabot, of St. Charles de Bellechasse, Farmer, presented to the Dominion Arbitrators; also, of all the Record of proceedings before the said Arbitrators, including the evidence, accounts, protests and judgment in the said case, and forming part of the said Record.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
12th February, 1884.

RETURN

(59)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st January, 1884 ;—For

1. A duly certified copy of the complaint or Petition of Eugene Gosselin, of St. Charles de Bellechasse, Farmer, presented to the Dominion Arbitrators; also, of all the Record of proceedings before the said Arbitrators, including the evidence, accounts, protests and judgment in the said case, and forming part of the said Record.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
12th February, 1884.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(60)

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1883;—For copies of all Correspondence, not already brought down, with reference to Frauds upon the Customs in the export of Canadian Wheat or Flour in satisfaction of Bonds given on the importation of United States Wheat or Flour; all Reports, evidence, and Departmental action upon such Frauds; Statement of the extent thereof; names of the parties concerned, and a Statement of the action of the Department thereon.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th February, 1884.

Secretary of State.

RETURN

(61)

To an ORDER of the HOUSE OF COMMONS, dated 26th February, 1883;—For copies of all Memorials, Petitions and Correspondence relating to the abolition of Duty on Grain, Flour and Coal, during the calendar year 1882, and subsequently.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th February, 1884.

Secretary of State.

RETURN

(61a)

To an ORDER to the HOUSE OF COMMONS, dated 1st March, 1883;—For copies of all Documents and Correspondence in relation to the abolition of the Duties on Lumber imported into the Province of Manitoba; together with a Statement of the quantity of Lumber, rough dressed, imported into the Province of Manitoba, and the Duty paid thereon, for the years 1880, 1881 and 1882.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
11th February, 1884.

Secretary of State,

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(61b)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884 ;—For a Return showing quantity and value of Wheat and Wheat Flour (separately) and Duty collected thereon, imported from the United States, and entered for Consumption, for six months ending 31st December, 1883.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
15th February, 1884.

RETURN

(62)

To an ORDER of the HOUSE OF COMMONS, dated 6th February, 1884 ;—For copies of all Correspondence between the Government and any person or persons, respecting the filling of the vacancy caused at Morristown, Nova Scotia, since last Session, by the death of Archibald McGillivray, late Preventive Officer of that place, together with copies of all other papers and documents relating to the same.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
11th February, 1884.

RETURN

(63)

To ORDERS of the HOUSE OF COMMONS, dated 23rd January, 1884 ;—For a Return showing the quantity of Wheat and Flour, also Corn and Cornmeal, imported into and exported from the various Provinces of the Dominion, during the month of December, 1883. And, also, for a Return showing the quantity of Wheat and Flour, also Corn and Cornmeal, imported into and exported from the various Provinces of the Dominion, during the five months ending 30th November, 1883.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
15th February, 1884.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(64)

To an ADDRESS of the HOUSE OF COMMONS, dated 29th January, 1884;—For copies of any Despatches or Correspondence concerning, or of any Regulations or Orders of the United States Government under which Nova Scotia Coal, imported into the United States ports, is permitted to be used for Ocean Steamship purposes, without the payment of Duty, and a Statement of any information in the possession of the Government on the subject. •

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
11th February, 1884.

Secretary of State.

RETURN

(64a)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Return giving a full Statement of all Coal entered Ex-warehouse, free, or for exportation, during the years ending 30th June, 1882, and 1883; showing the quantity so entered at each Port, the Names of persons having entered, the quantities Ex-warehoused by each person, and if exported, the name of the Vessel or Railroad by which exported, the place to which exported, and copies of the cancelling Certificates, showing that such Coal had been landed in the Ports to which exported.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(64b)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Return of the number of tons of Coal carried by the Intercolonial Railway, from points along the line, during the year ending 31st December, 1883, showing the Place where delivered, and the Rate per ton per mile for the carriage thereof; also, the special Rates granted, if any; to whom granted, from what place, to what place, the distance and the rate per ton, per mile. Also, the number of tons of Coal carried from Nova Scotia, by Steamboat and Sailing Vessel, to the different Ports of the Dominion.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884

Secretary of State.

RETURN

(65)

To an ORDER of the HOUSE OF COMMONS, dated 1st February, 1884;—For copies of the Reports, Correspondence or Papers respecting the Porpoise Fishery at Rivière Ouelle, County of Kamouraska.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th February, 1884.

Secretary of State.

RETURN

(66)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Statement showing Name, Tonnage and Owner or Owners of each Vessel that received Bounty, during the year 1882 and 1883, under the Act appropriating \$150,000, "To aid in the Development of the Sea Fisheries," the amount paid to each Vessel; also, the Name, Tonnage, Owner or Owners of Vessels applying for same and refused, and the grounds of refusal.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(66a)

To an ORDER of the HOUSE OF COMMONS, dated 29th January, 1884;—For a Return of all Regulations now in force under the provisions of "The Fisheries Act," prohibiting fishing in waters situate in the Province of Ontario.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th February, 1884.

Secretary of State.

RETURN

(66b)

To an ADDRESS of the SENATE, dated 28th March, 1884;—For a Statement showing the number of Salmon Fishing Licenses issued by the Department of Marine and Fisheries, during the years 1881, '82, '83 and '84, from Murray Bay to River au Canard, on the North Shore of the River St. Lawrence, together with the Licensees names, License Fees, the Reports of the Local Fishery Overseer, and other Correspondence relating thereto.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(67)

To an ADDRESS of the HOUSE OF COMMONS, dated 23rd April, 1883;—For copies of all Correspondence and Papers relating to Reciprocal Trade Agreements between the Government of Brazil, the different Governments of the West India Islands, whether British or Foreign, and Mexico, on the one side, and Canada on the other side.

A Statement of the Custom duties imposed by these countries on their imports and exports.

A Statement of the quantities of the different articles, whether manufactured or unmanufactured, exported from Canada to these different countries during the last ten years.

A Statement of the quantities of the different articles, whether manufactured or unmanufactured, imported from these countries into Canada.

A Statement of Commercial Treaties, if such exist, between any of these countries, British Colonies excluded, and Great Britain.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
12th February, 1884.

OTTAWA, 9th February, 1884.

SIR,—I have the honour to transmit to you herewith statements of imports and exports from and to the West India Islands, Brazil and Mexico, called for by the enclosed Address of the House of Commons, dated 23rd April, 1883, and to inform you that there are a number of other articles of minor importance for which this Department is unable to procure the quantities, as asked for, and which are not, therefore, included in the statement.

I have also to inform you that this Department is not in possession of any "correspondence relating to reciprocal trade agreements between the Government of Brazil, the different Governments of the West India Islands, whether British or Foreign, and Mexico, on the one side, and Canada on the other," nor of the "Custom duties imposed by these countries on their imports and exports," nor of "commercial treaties between any of these countries."

I have the honour to be, Sir, your obedient servant,

J. JOHNSON, *Commissioner.*

GRANT POWELL, Under Secretary of State.

OTTAWA, 26th April, 1883.

SIR,—In answer to the Address herewith returned, of the House of Commons, of the 23rd instant, relating to reciprocal trade agreements between Brazil, West India Islands and Mexico and Canada, &c., I have to state that, so far as this Department is concerned, all the correspondence and information asked for in the Address was furnished in the answer sent you on the 20th instant, to the Address of the House of Commons of the 23rd February, for correspondence, &c., as to commercial negotiations with France and other countries.

I have the honour to be, Sir, your obedient servant,

J. M. COURTNEY,
D. M. F.

The Under Secretary of State, Ottawa.

STATEMENT shewing the Quantities of the different Articles Imported from the West India Islands, Brazil and Mexico, during the Years ending 30th June, 1874 and 1883.

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1874.				
Perfumed Spirits.....	Galls.	11		
Brandy.....	do	45		
Gin.....	do	7		
Rum.....	do	227,559	49,895	
Alcohol.....	do	5		
Spirits, unenumerated.....	do	26		
Cigars.....	Lbs.	6,629	51,133	
Coffee, green—Dutiable.....	do	92,842	8,995	
Wines.....	Galls.	7		
Tobacco, manufactured.....	Lbs.		375	
Sugar, equal to and above No. 9, D.S.....	do	5,480,308	16,876,606	602,038
do below No. 9, D.S.....	do	596,357	4,237,184	6,969,704
do Cane Juice, Melado, &c.....	do	24,472		
do Sugar Candy and Confectionery.....	do	2,933	15	
Playing Cards.....	Pkgs	74		
Patent Medicines.....	do	10		
Perfumery, N. E. S.....	do	2		
Molasses.....	Lbs.	15,171,000	19,316,027	
Candles and Tapers.....	do	20		
Oils, rectified or prepared.....	Galls.	82		
Spices, unground.....	Lbs.	7,839		
Fruits of all kinds, green.....	Pkgs.	561	112	
Vegetables.....	do	2,226		
Junk and Oakum.....	Cwt	1,874		
Anchors, &c.....	do	7		
Brass, bar, rod, &c.....	do	221		
Cocoa, bean and shell.....	Lbs.	8,414	1,464	
Coffee, green—Free.....	do	213,456	132,908	
Grease, scrap.....	do	1,740		
Salt.....	Bush.	251,129	77,048	
Tea, black.....	Lbs.	666		
Tar and Pitch.....	Brls.	20		
Wool.....	Lbs.	726		
Tobacco, leaf.....	do	14,722	38,707	
1875.				
Cigars.....	Lbs.	1,879	38,351	
Coffee, green.....	do	36,080	121,493	1,536
Soap, common.....	do	11		
Spirits—Brandy.....	Galls.	216		
do Gin.....	do	120		
do Rum.....	do	120,387	31,093	
do Whiskey.....	do	9		
do Cordials.....	do	116	20	
do Unenumerated.....	do		217	
do Cologne Water.....	do		10	
do do flasks.....	No.	312		
Sugar, above No. 13, D.S.....	Lbs.	1,603,711	3,821,187	
do equal to No. 9, D.S.....	do	7,867,595	14,195,648	51,583
do below No. 9, D.S.....	do	334,888	5,903,563	10,964,141
do Cane Juice, Melado, &c.....	do	1,172	147,731	
do Sugar Candy, &c.....	do	652	43	
Tobacco, manufactured, and Snuff.....	do		499	
Mace and Nutmegs.....	do	125		
Molasses, not for refining.....	do	19,469,519	22,319,180	
Candles and Tapers.....	do		1,800	
Patent Medicines.....	Pkgs.	9		

STATEMENT showing the Quantities of the different Articles imported from the West India Islands, Brazil and Mexico, &c.—Continued.

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1875.				
Dried Fruits.....	Pkgs.	216	83	
Oils, rectified or prepared.....	Galls.		280	
Fruit, green.....	Pkgs.	930	241	
Vegetables	do	1,132		
Junk and Oakum	Cwt.	397		
Cocoa, bean and shell.....	Lbs	27,303		
Furs, Skins, &c., undressed.....	Pkgs.	341	319	
Hides, Horns and Pelts	do	3,573	1,872	
Salt.....	Bush.	388,142	207,202	
Tobacco, leaf, for Excise.....	Lbs.		2,000	
1876.				
Coffee, green	Lbs.	60,263	120,537	
Oils.....	Galls.	1	305	
Spirits, viz. :—	do			
Brandy.....	do	22		
Gin.....	do	3		
Rum.....	do	22,619	209	
Cordials.....	do		91	
Unenumerated.....	do			
Perfumed.....	do	4		
Wines.....	do		57	
Sugar, above No. 13.....	Lbs.	3,787,603	4,755,305	
do do No. 9.....	do	5,602,443	2,422,808	
do below No. 9.....	do	559,253	2,116,774	
Cane Juice, &c.....	do	330		
Molasses.....	do	20,572,455	11,771,089	
Sugar Candy.....	do	219		
Tobacco, manufactured.....	do		534	
do cigars.....	do	6	20,608	
Spices, Mace and Nutmegs.....	do	41		
Soap.....	do	2		
Whiskey.....	Galls.	4		
Varnish.....	do	13		
Junk and Oakum	Cwt.	218		
Brass, bar, rod, &c.....	do	214		
Copper, in pig, bars, &c.....	do	115		
Iron, pig.....	do	190		
Lead, in sheet and pig	do	51		
Cocoa, bean and shell.....	Lbs.	3,438		
Coal and Coke.....	Tons.		10	
Earths, Glays and Sand.....	Cwt.	12		
Grease and Grease Scrap.....	Lbs.	57,977		
Salt.....	Bush.	481,777	314,676	
Tobacco Leaf, for Excise purposes.....	Lbs.		14,750	
1877.				
Cigars.....	Lbs.	65	23,142	
Coffee, green.....	do	33,740	2,066	
Cordials.....	Galls.		24	
Rum.....	do		15,837	
Spirits, unenumerated.....	do		162	
Wines.....	do		62	
Sugar, above No. 13, D.S.....	Lbs.	1,319,608	7,328,145	
do equal to No. 9, D.S.....	do	2,378,406	2,002,636	
do below No. 9, D.S.....	do	46,283	2,826	
Sugar Candy and Confectionery.....	do		545	
Mace and Nutmegs.....	do	910		

STATEMENT showing the Quantities of the different Articles imported from the West India Islands, Brazil and Mexico, &c.—Continued.

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1877.				
Tobacco, manufactured, and Snuff.....	Lbs	.....	631	
Molasses, other than for refining purposes.....	do	17,113,649	10,427,812	
Arrowroot.....	do	3,509		
Wax Candles.....	do	.....	1,768	
Cocoa and Chocolate.....	do	.....	100	
Dried Fruits.....	do	170	525	
do Nuts.....	do	.....	8,091	
Lime and Lemon Juice.....	Galls.	3,518		
Lineb.....	Yds.	924		
Sails, ready made.....	do	.....	150	
Lemons and Oranges.....	Boxes.	56	54	
Potatoes.....	Bush.	12		
Cotton Wool.....	Lbs.	344		
Junk and Oakum.....	Cwt.	515		
Brass, scraps and strips.....	do	349		
Cocoa, bean and shell.....	Lbs.	881	328	
Rye.....	Brls.	10		
Grease and Grease Scrap.....	Lbs.	18,899	2,397	
Salt.....	Bush.	358,547	288,269	
1878.				
Coffee, green.....	Lbs.	96,205	23,559	
do ground.....	do	4		
Rice.....	do	60		
Brandy.....	Galls.	8		
Cologne Water and Perfumed Spirits, not in flasks.....	do	.....	63	
Cordials.....	do	280	2	
Gin.....	do	5		
Rum.....	do	2,151		
Whiskey.....	do	4		
Spirits, unenumerated.....	do	62		
Tea, black.....	Lbs.	50		
Vinegar and Acetic Acid.....	Galls.	4		
Wine, in bottles.....	Doz.	1		
do Sparkling.....	do	1		
Cigars and Cigarettes.....	Lbs.	1,169	22,013	
Sugar, above No. 13, D.S.....	do	1,185,605	4,947,069	
do equal to No. 9, not above No. 13, D.S.....	do	3,157,400	1,712,170	
do below No. 9, D.S.....	do	71,842	672,590	
Cane Juice, Syrups, &c.....	do	820		
Sugar Candy and Confectionery.....	do	728	72	
Tobacco, manufactured, and Snuff.....	do	20		
Cologne Water, &c., in flasks.....	No.	66		
Mace and Nutmegs.....	Lbs	76		
Molasses, not for refining.....	do	25,440,728	7,134,757	
Arrowroot.....	do	4,851	55	
Brooms and Brushes.....	Doz	650		
Candles and Tapers, of tallow.....	Lbs.	20		
Cocoa and Chocolate.....	do	.....	13	
Raisins.....	do	.....	2,561	
Dried Fruit, all other.....	do	690	1,880	
Nuts, all other.....	do	66		
Lime and Lemon Juice.....	Galls.	5,431		
Oil, Vegetable.....	do	.....	120	
do Volatile or Essential.....	do	.....	34	
do All other.....	do	.....	100	
Spices, including Ginger and Pimento, unground	Lbs.	9,579		
Wax, Bees, Parafine or other.....	do	.....	57	

STATEMENT showing the Quantities of the different Articles Imported from the West India Islands, Brazil and Mexico, &c.—Continued.

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1878.				
Lemons and Oranges	Boxes.	83	53	
Vegetables—Potatoes	Bush.	30		
Iron, Scrap	Cwt.	30		
Barks, Berries, &c., used chiefly in dyeing	Lbs.	2,575	2,000	
Junk and Oakum	Cwt.	71	132	
Brass Scraps and Strips	do	40	85	
Iron, Pig	do	.....	40	
Yellow Metal	do	3		
Cocoa, bean and shell	Lbs.	8,230	29,004	
Fish, pickled	Brls.	164		
Gravels	Tons.	180		
Grease and Grease Scraps	Lbs.	5,824		
Salt	Bush.	214,318	142,591	
1879.				
Arrowroot, Tapioca, &c.	Lbs.	6,596		
Cocoa Nuts	No.	4,371	175	
Cocoa Paste and Chocolate, not sweetened	Lbs.	74		
Coffee, green	do	73,678	22,923	
do roasted or ground	do	6		
Dried Fruits, N.E.S.	do	567	485	
Oils, Vegetable, N.E.S.	Galls.	4		
do Volatile or Essential	do	70	12	
Spices, Ginger, &c., unground	Lbs.	28,398		
do Nutmegs and Mace	do	298		
Spirits—Brandy	Galls.	2		
Cologne Water and perfumed spirits, not in flasks	do	58	122	
Cordials	do	.....	61	
Gin	do	8	16	
Rum	do	9,268		
Whiskey	do	2		
Unenumerated	do	.....	1	
Wines, in bottles	Doz.	5		
Starch	Lbs.	6		
Sugar, above Nos. 13 and 14, D.S.	do	1,816,173	2,658,019	
do equal to No. 9 and not above Nos. 13 and do below No. 9, D.S.	do	4,126,183	10,496,225	
Melado	do	64,445	748,117	
Syrup, Cane Juice, &c.	do	.....	1,568,902	
Sugar Candy and Confectionery	do	145		
Sugar Candy and Confectionery	do	156	1,070	
Molasses, not for refining	do	22,707,979	6,466,135	
Tea, black	do	12		
Tobacco, Cigars and Cigarettes	do	343	30,631	
do all other manufactures of	do	.....	50	109
Potatoes	Bush.	167		
Salt	Lbs.	17,284,186	5,107,354	
Guano and other animal manures	Cwt.	1,870		
Manures, vegetable	do	2		
Tobacco Leaf, unmanufactured	Lbs.	306	29,063	
Cocoa, bean, shell and nibs	do	40,633		
Junk and Oakum	Cwt.	163		
Brass, scraps and strips	do	11		
Copper, sheets and sheathing	do	43		
Iron, sheet	do	11		
Zinc	do	.....	6	

STATEMENT showing the Quantities of the different Articles Imported from the West India Islands, Brazil and Mexico, &c.—Continued.

Articles.	Articles Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1880.				
Animals, viz :—Horses.....	No.	1		
Brass, old and scrap.....	Cwt.	2	14	
Arrowroot and Tapioca.....	Lbs.	3,558		
Cocoa Nuts.....	No.	28,869	18,505	
Coffee.....	Lbs.	237,001	62,346	179,010
Raisins.....	do	20		11,618
Grease and Grease Scrap.....	do	10		
Honey.....	do		109	
Iron, old and scrap.....	Tons.	18	80	
Lead do.....	Cwt.		5	
Leather Boots and Shoes.....	Pairs.	16		
Oils, Essential.....	Galls.	30	34	
Ginger, unground.....	Lbs.	83,119		
do ground.....	do	25		
Nutmegs and Mace.....	do	30		
Gin.....	Galls.	86	3	
Rum.....	do	15,109	3,648	
Spirits, sweetened.....	do	1		
Spirits and Strong Waters.....	do	1		
Cologne Water and Perfumed Spirits, in flasks under 4 oz.....	do	5		
Cologne Water and Perfumed Spirits, in flasks over 4 oz.....	do	101	109	
Wine.....	do	22	2	
Starch.....	Lbs.	642		
Sugar, over No. 14.....	do	410,895	5,242,680	
do over No. 9 to 14.....	do	14,921,786	28,121,181	316,053
do under No. 9.....	do	6,413,889	16,797,716	5,633,934
Sugar House Syrup.....	do	68		
Melado.....		1,320,525	6,039,350	
Molasses, for refining.....	Galls.		3,240	2,653
do not for refining.....	do	1,849,933	447,659	
Sugar Candy.....	Lbs.	95	88	
Tea, black.....	do	60		
Cigars.....	do	410	27,467	
Potatoes.....	Bush.	60	4	357
Tomatoes.....	do	355		
Paraffine Wax.....	Lbs.	39		
Salt.....	do	14,573,031	1,853,840	
Turtles.....	No.	1		
Tobacco Leaf.....	Lbs.		19,398	
Cocoa, bean, nib and shell.....	do	19,990	260	
Cotton Waste.....	do	112		
Gums, Amber, Copal, &c.....	do	3,336	2,010	
Junk and Oakum.....	Cwt.	32		
1881.				
Coffee.....	Lbs.	278,948	33,783	410,134
Oils.....	Galls.	44	40	70,362
Spirits—Brandy.....	do	28		
Gin.....	do		3	
Rum.....	do	12,259	2,220	
Cordials.....	do			
Unenumerated.....	do	1		
Perfumed.....	do	3	14	
Wines.....	do	14		
Starch.....	Lbs.			
Sugar, above No. 14, D S.....	do	194,267	3,311,067	
do do No. 9, D S.....	do	15,220,921	24,396,684	564,924
do below No. 9, D S.....	do	10,234,180	9,696,739	23,038,951

STATEMENT showing the Quantities of the different Articles Imported from the West India Islands, Brazil and Mexico, &c.—Continued

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1881.				
Cane Juice, &c.....	Lbs. 120	2,640,454		
Molasses.....	Galls. 2,188,751	1,018,125		
Sugar Candy.....	Lbs. 52	1,881		360
Tobacco—Cigars.....	do 798	30,732		5,543
do unmanufactured.....	do 20,709	7,056		2,886
Spices—Mace and Nutmegs.....	do 194			
do unground.....	do 31,631			
Horses.....	No 6			
Animals, other.....	do			
Brass, old and scrap.....	Cwt 90	9		
do bars and sheets.....	do 5			
Breadstuffs—Arrowroot.....	Lbs. 864			
do Rice.....	do 453			
do Beans.....	do			27
Cocoa Nuts.....	No. 20,335	15,600	4,300	
Copper, old and scrap.....	Cwt. 14	27		
Fruits, in air-tight cans.....	Lbs. 107			
Iron, old and scrap.....	Tons.....	12		
Lead do.....	Cwt. 75	34		
Tomatoes.....	Bush. 462			
Bees Wax.....	Lbs. 1,078			
Salt.....	do 18,731,146	7,262,870		
Turtles.....	No. 3			
Grease, for manufacture of soap.....	Lbs. 4,947			
Manures.....	Cwt. 2			
Cocoa, bean and shell.....	Lbs. 2,734			
Cotton Wool.....	do 324			
Extract of Logwood.....	do 40,320			
Junk and Oakum.....	Cwt. 91			
Rags of Cotton.....	do 8			
Rosin.....	Brls. 9			
1882.				
Brass, old and scrap.....	Cwt. 17			
Breadstuffs—Arrowroot.....	Lbs. 27,693			
do Rice.....	do 306			
Cider.....	Galls. 100			
Cocoanuts.....	No. 35,125	10,595		
Coffee, green.....	Lbs. 133,603	47,638	352,929	14,885
Copper, bars and rods.....	Cwt. 15			
do old and scrap.....	do 15			
Fruits, in air-tight cans.....	Lbs.....	110		
Iron and Steel, old and scrap.....	Cwt. 116	35		
Lead do.....	do 130			
Spices, Ginger, &c.....	Lbs. 518			
Spirits—Gin.....	Galls.....	53		
do Rum.....	do 14,958	14,546		
do Bitters.....	do 5			
do Cologne Water, 4 oz.....	do 1	5		
do do over 4 oz.....	do 6	178		
Sugar, above No. 14, D.S.....	Lbs. 213,934	3,133,378	1,245	
do Nos. 9 to 14.....	do 18,510,366	27,251,523	630,410	
do below No. 9, D.S.....	do 13,198,814	14,879,110	35,295,288	
Syrups, Melado, concentrated.....	Lbs.	3,578,247	289,955	
Molasses, for refining, direct.....	Galls. 18,636	150,122	745	
do not for refining, direct.....	do 2,138,206	677,037		
Sugar Candy, Confectionery.....	Lbs. 8,389			
Tobacco, Cigars, &c.....	do 583	57,472		14,825
Varnish.....	Galls. 7			
Vegetables, Tomatoes.....	Bush. 495			
Wax and Manufactures.....	Lbs. 786			
Salt.....	do 12,724,016	5,131,126		

STATEMENT showing the Quantities of the different Articles Imported from the West India Islands, Brazil and Mexico, &c.—Continued.

Articles.	Quantities Imported.			
	British West Indies.	Foreign West Indies.	Brazil.	Mexico.
1882.				
Turtles.....	No.	3		
Lumber, Pitch Pine.....	M ft.	4		
Grease and Grease Scrap.....	Lbs.	1,550		
Tobacco, unmanufactured.....	do		30,138	
Cocoa Bean.....	do	7,680	142	
Cotton Wool.....	do			8,135
Dyeing and Tanning Articles.....	do	65,912		
Logwood.....	do	22,520		
Gutta Percha.....	do			263,142
Junk and Oakum.....	Cwt.	58	100	
Coffee, green.....	Lbs.	95,150	61,541	811,606
Tea, black.....	do			29,724
1883.				
Brass, bars and bolts.....	Cwt.	23	6	
Breadstuffs, Arrowroot, &c.....	Lbs.	4,031		
Cocoanuts, direct.....	No.	33,275	8,050	396
do not direct.....	do	200	30,080	
Coffee, roasted or ground.....	Lbs.			505
Copper, old and scrap.....	Cwt.	46	15	
Honey.....	Lbs.	514	10	
Iron, old and scrap.....	Tons.	62		
Lead do.....	Cwt.	12	132	
do bars, blocks and sheets.....	do		22	
Oil, volatile or essential.....	Galls.	30	10	
Spices, unground.....	Lbs.	62,785	1,947	
do Nutmegs and Mace.....	do	285		
Spirits—Brandy.....	Galls.	1,120		
do Gin.....	do	36		
do Rum.....	do	35,920	2	
do Whiskey.....	do	114		
do Cordials, &c.....	do	406		5
do Spirits, other.....	do	66		
do Cologne Water.....	do	3	2	
do Wines.....	do	215		
Sugar, above No. 14, D.S.....	Lbs.	158,856	2,059,535	350
do equal to No. 9, and not above 14.....	do	28,053,983	23,392,443	2,080,374
do below No. 9, D.S.....	do	22,307,092	15,907,702	37,393,365
do Melado.....	do	1,162,307	3,408,351	104,607
Sugar and Molasses—Molasses.....	Galls.	3,184,160	745,053	3,374
Sugar Candy and Confectionery				
Tobacco, manufactured, Cigars.....	Lbs.	130	36	
do do.....	do	1,207	63,752	
Vegetables—Potatoes.....	Bush.	51		6,275
do Tomatoes.....	do	428		
Free Goods—				
Salt.....	Lbs.	19,736,857	12,253,310	
Grease.....	do	600		
Wool.....	do	4,672		
Fibre, vegetable.....	Cwt.			145
Tobacco, unmanufactured.....	Lbs.		39,431	2,684
Cocoa, bean, shell and nibs.....	do	48,430		1,320
Annatto, liquid or solid.....	do	200		
Extract of Logwood.....	do	198,700		
Gums, Amber, Arabic, &c.....	do	2,316		
Gutta Percha, crude.....	do			33,252
Junk, old, and Oakum.....	Cwt.	10	31	
Brass, old and scrap.....	do	27	24	
Iron do.....	do	135		
Yellow Metal, in bars, bolts, &c.....	do	5		
Coffee, green.....	Lbs.	376,507	35,853	554,200
				56,134

STATEMENT showing the Quantities of the different Articles exported to the British West Indies, Foreign West Indies, Mexico and Brazil, during the Fiscal Years ending 1874 to 1883 inclusive, as called for by an Order of the House of Commons.

Table with columns for 'BRITISH WEST INDIES' and 'FOREIGN WEST INDIES', each with sub-columns for years 1874-1883. Rows are categorized into 'THE MINE', 'THE FISHERIES', 'THE FOREST', 'ANIMALS AND THEIR PRODUCTS', 'AGRICULTURAL PRODUCTS', 'MANUFACTURES', and 'MISCELLANEOUS ARTICLES'. Each row lists a commodity and its quantity in various units (Tons, Galls, Bush, Lbs, Cwt, No., etc.) for each year.

STATEMENT showing the Quantities of the different Articles Exported to Mexico and Brazil, &c.

MEXICO.

	1874.	1875.	1876.	1877.	1878.	1879.	1880.	1881.	1882.	1883.
THE MINE.										
Coal.....	900		2,000	2,240	5,545	6,144	5,580	1,221	4,500	7,040
THE FISHERIES.										
Codfish, dry salted.....			66,985							
THE FOREST.										
Planks, boards, &c.....		322				158	36			
ANIMALS, &C.										
Horned cattle.....										5
Sheep.....										191
Meats, other, not elsewhere specified.....				200						
MANUFACTURES.										
Wine.....										
Sewing machines.....			32		758	537	498	865	904	712
Sugar.....				496						
Organs.....										1

RETURN

(67a)

TO AN ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1884;—
For copies of all Despatches, Correspondence and Papers having reference to the notice given to the United States Government, terminating the Fishery clauses of the Treaty of Washington, or relating to any negotiations that may have been opened, or steps taken by the Government, on the subject of the use, by American Fishermen, of the Sea Fisheries of the Dominion, in view of the approaching termination of those Fishery clauses.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
7th April, 1884.

— — —

SCHEDULE of Correspondence relating to the termination of the Fishery Clauses of the Treaty of Washington.

Minister at Washington to Governor General,	January	16,	1883.	
do	do	do	19	do
Governor General to Colonial Office		do	24	do
Minister at Washington to Governor General,	March	19		do
Governor General to Colonial Office,		do	22	do
Colonial Office to Governor General		do	28	do
do	do	April	2	do
do	do	May	3	do
do	do	December	28	do
do	do	January	30,	1884.
do	do	February	18	do

The Hon. L. S. West to the Administrator.

WASHINGTON, 16th January, 1883.

SIR,—I have the honor to enclose to you herewith, printed copy of the Joint Resolution, introduced into the Senate, providing for the termination of Articles 18 to 25, inclusive, and Article 30 of the Treaty between the United States of America and Her Britannic Majesty, of 8th May, 1871.

I have, &c.

L. S. SACKVILLE WEST.

Lieutenant General Sir PATRICK L. MACDOUGALL, K.C.M.G.

47TH CONGRESS,
2D SESSION.

S. R. 123.

In the Senate of the United States, January 10th, 1883, Mr. Frye asked and, by unanimous consent, obtained leave to bring in the following Joint Resolution; which was read twice and referred to the Committee on Foreign Relations.

JOINT RESOLUTION.

Providing for the termination of articles numbered eighteen to twenty-five, inclusive, and article numbered thirty of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington May eighth, eighteen hundred and seventy-one.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, that notice be given of the termination of articles numbered eighteen to twenty-five, inclusive, and article numbered thirty of the Treaty between the United States of America and Her Britannic Majesty, for an amicable settlement of all causes of difference between the two countries, concluded at Washington May eighth, anno Domini eighteen hundred and seventy-one, proclaimed July fourth, anno Domini eighteen hundred and seventy-one, according to the provision therein contained; and the President of the United States is hereby charged with the communication of such notice to Her Britannic Majesty.

The Hon. L. S. West to the Administrator.

WASHINGTON, 19th January, 1883.

SIR,—With reference to my despatch, of the 16th inst., enclosing a Joint Resolution introduced in the Senate, providing for the termination of the Fishery Articles of the Treaty of Washington, of 8th May, 1871, I have the honor to transmit herewith copies of a further Resolution, introduced in that body on the same subject, to be substituted for the one forwarded in my above named despatch.

I have, &c.,

L. S. SACKVILLE WEST.

Lieutenant-General Sir P. L. MACDOUGALL, K.C.M.G.

The Administrator to Earl Derby.

HALIFAX, N.S, 24th January, 1883.

MY LORD,—I have the honor to transmit herewith, for Your Lordship's information, a copy of a despatch from Her Majesty's Minister, at Washington, forwarding a Joint Resolution, introduced in the Senate of the United States, providing for the termination of the Fishery Articles of the Treaty of Washington, of 8th May, 1871.

I have, &c.,

P. L. MACDOUGALL.

The Earl of Derby.

The Hon. L. S. West to the Marquis of Lorne.

WASHINGTON, 19th March, 1883.

MY LORD,—With reference to my despatch, of the 19th January last, to Sir P. L. MacDougall, I have the honor to enclose copies of Resolutions, as passed by both Houses of Congress and approved by the President, providing for the termination of Articles 18-25, inclusive, and Article 30 of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, 8th May, 1871.

I have, &c.,

L. S. SACKVILLE WEST.

The Marquis of Lorne, K.T.

[PUBLIC RESOLUTION—No. 20.]

JOINT RESOLUTION providing for the termination of Articles numbered eighteen to twenty-five, inclusive, and Articles numbered thirty of the treaty between the United States of America and Her Britannic Majesty, concluded at Washington, May eighth, eighteen hundred and seventy-one.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That in the judgment of Congress the provisions of Articles num-

bered eighteen to twenty-five, inclusive, and of Article thirty of the Treaty between the United States and Her Britannic Majesty, for an amicable settlement of all causes of difference between the two countries, concluded at Washington on the eighth day of May, anno Domini eighteen hundred and seventy-one, ought to be terminated at the earliest possible time, and be no longer in force; and to this end the President be, and he hereby is, directed to give notice to Her Britannic Majesty that the provisions of each and every of the Articles aforesaid will terminate and be of no force on the expiration of two years next after the time of giving such notice.

SEC. 2. That the President be, and he hereby is, directed to give and communicate to the Government of Her Britannic Majesty such notice of such termination on the first day of July, anno Domini eighteen hundred and eighty-three, or as soon thereafter as may be.

SEC. 3. That on and after the expiration of the two years' time required by said Treaty, each and every of said Articles shall be deemed and held to have expired and be of no force and effect, and that every Department of the Government of the United States shall execute the laws of the United States (in the premises), in the same manner and to the same effect as if said Articles had never been in force; and the Act of Congress approved March first, anno Domini eighteen hundred and seventy-three, intituled: "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the City of Washington the eighth day of May, eighteen hundred and seventy-one, relating to the fisheries," so far as it relates to the articles of said treaty so to be terminated shall be and stand repealed, and be of no force on and after the time of the expiration of said two years.

Approved 3rd March, 1883.

The Marquis of Lorne to the Earl of Derby.

OTTAWA, 22nd March, 1883.

MY LORD,—With reference to Sir P. L. MacDougall's despatch of the 24th January last, I have the honour to forward herewith, for Your Lordship's information, a copy of a despatch from Her Majesty's Minister at Washington, covering copies of a Resolution as passed by both Houses of Congress, and approved by the President, providing for the termination of Articles 18 to 25 inclusive, and Article 30 of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, 8th May, 1871.

I have, &c.,

The Earl of Derby.

LORNE.

Earl of Derby to the Marquis of Lorne.

DOWNING STREET, 28th March 1883.

MY LORD,—I have the honor to transmit to you, for communication to your Government, a copy of a letter from the Foreign Office, forwarding a copy of a despatch from Her Majesty's Minister, at Washington, reporting that a Joint Resolution for the termination of the Fishery clauses of the Treaty of Washington has passed the Senate.

I shall, no doubt, in due course receive an expression of the views and wishes of the Dominion Government in regard to this matter.

I have, &c.,

DERBY.

Governor General, The Right Hon. The Marquis of Lorne, K. T., G. C. M. G.

Foreign Office to the Colonial Office.

FOREIGN OFFICE, 16th March, 1883.

SIR,—With reference to the letter from this office of the 3rd inst., I am directed by Earl Granville to transmit to you, to be laid before Her Majesty's Secretary of State, for the Colonies, for His Lordship's information, the accompanying copy of a

despatch from Her Majesty's Chargé d'Affaires at Washington, reporting that the Joint Resolution for the termination of the Fishery clauses of the Treaty of Washington has passed the Senate.

Mr. Saurin points out that the Resolution is so framed as not to affect that part of the Act under which goods are imported in transit through American Territory.

I am, &c.,

PHILIP W. CURRIE.

The Under Secretary of State, Colonial Office.

Mr. Saurin to Earl Granville.

WASHINGTON, 26th February, 1883.

MY LORD,—With reference to Mr. West's despatch of the 17th ult., I have the honor to inform Your Lordship that the Joint Resolution for the termination of the Fishery clauses of the Treaty of Washington has passed the Senate.

From the inclosed extract from the *Congressional Record* Your Lordship will observe that the Resolution is so framed as not to affect that part of the Act under which goods are imported in transit through American territory.

I have, &c.,

DUDLEY E. SAURIN.

Earl Granville, K.G.

EXTRACT FROM THE "CONGRESSIONAL RECORD" OF FEBRUARY 2ND, 1883.

British Fisheries Treaty.

"The Presiding Officer:—The question now is on the motion of the Senator from Vermont (Mr. Edmonds).

"The motion was agreed to; and the Joint Resolution (S.R. 123) providing for termination of articles numbered 18 to 25, inclusive, and article numbered 30, of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, May 8th, 1871, and was considered as in Committee of the Whole.

"The Joint Resolution was reported from the Committee on Foreign Relations with an amendment which was to strike out all after the resolving clause and insert:—

"That in the judgment of Congress the provisions of Articles numbered 18 to 25, inclusive, and of Article 30, of the Treaty between the United States and Her Britannic Majesty, for an amicable settlement of all causes of difference between the two countries, concluded at Washington on the 8th day of May, A. D. 1871, ought to be terminated at the earliest possible time and be no longer in force; and to this end the President be, and he hereby is, directed to give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles aforesaid will terminate and be of no force on the expiration of two years next after the time of giving such notice.

Section 2. That the President be, and he hereby is directed, to give and communicate to the Government of Her Britannic Majesty such notice of such termination on the 1st day of July, A. D. 1883, or as soon thereafter as may be.

Section 3. That on and after the expiration of the two years' time required by said Treaty, that each and every of said Articles shall be deemed and held to have expired, and be of no force and effect, and that every department of the Government of the United States shall execute the laws of the United States (in the premises), in the same manner and to the same effect as if said articles had never been in force; and the Act of Congress approved March 1st, A. D. 1873, entitled "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the City of Washington, the 8th day of May, 1871, relating to the Fisheries," shall be, and stand repealed, and be of no force, on and after the time of the expiration of said two years.

Mr. Edmonds:—In Section 3, line 2, there is a clerical error. It now reads: That on and after the expiration of the two years' time required by said Treaty, "that" each and every of said articles, &c. The word "that," before "each," should go out, as a mere matter of grammar.

The Presiding Officer :—The amendment will be so amended.

Mr. Bayard :—Is this the regular notification under the Treaty ?

Mr. Edmunds :—This is the regular notification under the Treaty.

Mr. Windom :—I wish to ask the Senator from Vermont whether section 3, which repeals "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the City Washington, the 8th day May, 1871, relating to the Fisheries," will repeal the Act under which goods are imported in transit through American territory. It says, "relating to the Fisheries," but the Revised Statutes seem to indicate that it covers the question of transportation in bond.

Mr. McMillan :—That is section 2,866 of the Revised Statutes ?

Mr. Edmunds :—I will look at the Statute.

Mr. Windom :—While the Senator is looking for the Statute, I desire to say that I am very unwilling to repeal those clauses of the Treaty and those laws which relate to transportation in bond through this country, because it is a very large business, and a very great interest would be injured if it should be done. I am very willing to give notice of the termination of the fishery part of the Treaty, and I do not know but that Article 29 of the Treaty would cover the transportation question. The question is, whether the law which is here proposed to be repealed affects transportation.

Mr. Edmunds :—The 2nd Article of the Treaty provides, not for the fishery subject or the transportation between the two countries, of things in bond, from the ports of one country to those of another, but it provides for complete transit from the sea : for instance, at Portland to Quebec, and from Port Huron, in Michigan to Buffalo, for another illustration, reciprocally. That is the 29th Article.

Mr. Windom :—Would that provide for transportation, for instance, through Manitoba, of goods brought and carried to Manitoba ?

Mr. Edmunds :—Certainly, it would ; it covers all that thing. Article 30 would not provide for that.

Mr. Windom :—But article 29—

Mr. Edmunds :—Article 29 provides, I think, for that, because it says not only New York, Boston and Portland, "but any other ports of the United States," and then reciprocally, the other way in exactly the same terms, so that Article 29 would cover things from Manitoba coming across the Territories of the United States for the British Provinces ; all that would come under Article 29. Article 30 is an entirely different thing which provides really for the British having the benefit of the coasting trade of the United States, and the United States having the benefit of the coasting trade on the lakes. That is the sum and substance of it, stated briefly.

Mr. Frye :—No notice is given as to Article 29 ?

Mr. Edmunds :—Oh, no. The only question is whether this repealing clause of the Act of 1873 is to operate as repealing the provisions that have been made to carry out Article 29 ; but Article 29 did not require any legislation about it, it executed itself. I will look now at the Act of 1873, and see if it did provide for carrying out Article 29.

Mr. McMillan :—I think the Senator will find it did ?

Mr. Edmunds :—It may be, but it was not necessary.

Mr. Frye :—Even if the Senator finds that it did, there is ample time to amend it at the next Session of Congress ?

Mr. Windom :—Yes, but we would rather amend it now.

Mr. Edmunds :—It can be arranged in a moment, if it is necessary. I do not think it is, for it says, "relating to the Fisheries," but we can fix it in a word.

Mr. Frye :—I said to both Senators from Manitoba that it did not interfere at all with the rights and privileges which were of advantage to us under the Treaty. I refer to the 29th Article, which was not repealed, and not to the legislation which the Resolution undertakes to repeal, for I did not have in my resolution any such reference to legislation.

Mr. McMillan :—This is an express repeal of legislation.

Mr. Edmunds:—To guard against all possible misconstruction about it, I move to amend the amendment of the Committee, page 3, after the end of the description of the title of the Act, after fisheries partly in line 13 and partly in line 14, to insert: So far as it relates to the Articles of said Treaty, so to be terminated. So that we repeal the Act only that far.

Mr. McMillan:—I think that covers it.

Mr. Windom:—I am sure it does.

The Presiding Officer:—The question is on the amendment of the Senator from Vermont to the amendment of the Committee.

The amendment to the amendment was agreed to.

The Presiding Officer:—The question is on the amendment of the Committee on Foreign Relations as amended. The amendment as amended was agreed to. The Joint Resolution was reported to the Senate as amended, and the amendment was concurred in. The Joint Resolution was ordered to be engrossed for a third reading, read the third time and passed.

Earl Derby to the Marquis of Lorne.

DOWNING STREET, 2nd April, 1883.

MY LORD,—With reference to my despatch of the 28th ult., I have the honor to transmit to you, for communication to your Government, a copy of a letter from the Foreign Office, forwarding a copy of a further despatch from Her Majesty's Minister, at Washington, relating to the question of the abrogation of the Fishery Articles of the Treaty of Washington.

I have, &c.,

DERBY.

Governor General, The Right Hon. The Marquis of Lorne, K.T., G.C.M.G.

The Foreign Office to Colonial Office.

FOREIGN OFFICE, 21st March, 1883.

SIR,—With reference to my letter of the 16th inst., I am directed by Earl Granville to transmit to you, herewith, to be laid before the Earl of Derby, a copy of a further despatch, from Her Majesty's Chargé d'Affaires at Washington, reporting that the Senate Joint Resolution for the termination of Articles 18 to 25 and 30 of the Treaty of Washington, has been read a third time in the House, and passed.

Mr. Saurin also incloses a Report of a speech made by Mr. Rice, on the Committee of Foreign Affairs, explaining the reasons for the above action on the part of the United States Government.

I am, &c.,

The Under Secretary of State, Colonial Office.

PHILIP W. CURRIE.

Mr. Saurin to Earl Granville.

WASHINGTON, 27th February, 1883.

MY LORD,—With reference to my despatch of yesterday's date, I have the honor to report that the Senate Joint Resolution for the termination of Articles 18 to 25 and 30 of the Treaty of Washington, was yesterday read a third time in the House, and passed.

I inclose, at the same time, a report from the *Congressional Record* of a speech made by Mr. Rice, of the Committee on Foreign Affairs, explaining the reasons why the United States Government is anxious to denounce the fishery clauses.

They are briefly that, in their opinion, the fisheries are not worth the sum awarded by the Halifax Commission, and that, as the term of years for which compensation was awarded expires next year, the United States would, were no steps taken to free themselves from this obligation, be liable to be again called upon to pay largely for privileges which they do not consider worth keeping.

I have, &c.,

The Earl Granville, K. G.

DUDLEY E SAURIN.

EXTRACT FROM THE "CONGRESSIONAL RECORD," OF FEBRUARY 27TH, 1883.

Fisheries Treaty.

The Committee on Foreign Affairs was called:

Mr. Rice, of Massachusetts:—By instruction of the Committee on Foreign Affairs, I move to take from the Speaker's Table Senate Joint Resolution 123, providing for the termination of Articles numbered 18 to 25, inclusive, and Article 30, of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, May 8th, 1871, and put the same upon its passage.

The Speaker:—The Joint Resolution will be read.

The Clerk read the Resolution as follows:—

Resolved by the Senate and House of Representatives, &c., that in the judgment of Congress the provisions of Articles numbered 18 to 25, inclusive, and of Article 30, of the Treaty between the United States and Her Britannic Majesty, for an amicable settlement of all causes of difference between the two countries, concluded at Washington, on the 8th day of May, A.D. 1871, ought to be terminated at the earliest possible time, and be no longer in force; and to this end the President be, and he hereby is, directed to give notice to the Government of Her Britannic Majesty, that the provisions of each and every of the Articles aforesaid, will terminate and be of no force on the expiration of two years next, after the time of giving such notice.

Section 2. That the President be, and he hereby is, directed to give and communicate to the Government of Her Britannic Majesty, such notice of such termination, on the 1st day of July, A.D. 1883, or as soon thereafter as may be.

Section 3. That on and after the expiration of the two years' time required by said Treaty, that each and every of said Articles shall be deemed and held to have expired and be of no force and effect, and that every department of the Government of the United States shall execute the laws of the United States (in the premises) in the same manner and to the same effect as if said Articles had never been in force; and the Act of Congress, approved 1st March, A.D., 1873, entitled: "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the City of Washington, the 8th day of May, 1871, relating to the Fisheries," so far as it relates to the Articles of the said Treaty, so to be terminated, shall be and stand repealed, and be of no force, on and after the time of the expiration of said two years.

Mr. Rice, of Massachusetts:—I am instructed by the Committee on Foreign Affairs to move the adoption of the Resolution; and I will ask the House to listen for a moment to a brief explanation of it.

Mr. Washburn:—Before leave is given to consider this Resolution, I wish to ask my friend a question.

Mr. Rice, of Massachusetts:—I think if the gentleman from Minnesota will hear the explanation which I will briefly give, it may, perhaps, satisfy him on all points, with reference to the propriety of the adoption of this measure. By the Treaty of Washington certain sections were devoted to rights given in British waters to American fishermen. The amount that the United States was to pay for the privilege was to be settled by the Halifax Commission. The sum that was to be awarded by that Commission paid for that right for the term of twelve years, and no longer. The sum awarded by the Halifax Commission was \$5,500,000. We must now give notice, by the 1st of next July, of the abrogation of these clauses of that Treaty, and provisions is contained in the Treaty for the abrogation of these clauses, and nothing else. So that the matter stands by itself, or else we enter upon another term, for which England may demand ample payment from the United States, according to the enormous and unjust awards of the Halifax Commission for privileges which nobody in the United States, who has investigated the subject, considers worth keeping. The Senate Committee on Foreign Affairs unanimously reported this Resolution. It was adopted by the Senate without an objection: and the Committee on Foreign Affairs of this House, having fully examined the matter, unanimously instructed me to move

the adoption of the Resolution by the House, which I now do, under that instruction. With this explanation, I trust that no objection will be made to the consideration of the Resolution, which, I am very sure, I can satisfy everybody, ought to be adopted, to avoid liability to further payment of an extortionate sum to Great Britain, for that which is not considered worth anything to us by parties who are interested in the matter and who have examined into it.

Mr. Washburn:—I ask the gentleman from Massachusetts whether the passage of this Joint Resolution will in any way interfere with section 2866 of the Revised Statutes, which provides for the carrying of goods in transit through this country?

Mr. Rice, of Massachusetts:—Those provisions are excepted from the operations of this Resolution, in terms in the Resolution. This applies only to the fisheries.

Mr. Washburn:—If that is the case, I have no objection to the passage of the Resolution; otherwise I would have objected.

The Speaker:—The Chair will submit the question, whether there is objection to the present consideration of this joint resolution?

There was no objection.

The Speaker:—The Joint Resolution is before the House for consideration. Does the gentleman from Massachusetts (*Mr. Rice*) desire to be heard on it?

Mr. Rice, of Massachusetts:—I do not desire to occupy any time.

The Speaker:—Does any gentleman desire to be heard in opposition?

(After a pause). The Chair does not observe any gentleman rising in opposition. The question is on the third reading of the Joint Resolution.

The Joint Resolution was ordered to a third reading, and it was accordingly read the third time, and passed.

Mr. Rice, of Massachusetts, moved to re-consider the vote by which the Joint Resolution was passed; and also moved that the motion to re-consider be laid on the Table. The latter motion was agreed to.

Earl of Derby to the Marquis of Lorne.

DOWNING STREET, 3rd May, 1883.

MY LORD,—I have the honor to transmit to you a copy of a letter from the Foreign Office, enclosing a note from the United States Minister at this Court, informing Her Majesty's Government that a formal notice will be given, on the part of the United States Government, on the 2nd of July next, for the termination, after two years from that date, of Articles 18 to 25, inclusive, and Article 30 of the Treaty of Washington, of the 8th of May, 1873.

Although the Articles in question will remain in force for two years after the notice is given, your Government will, no doubt, agree with me in the opinion that it is desirable that no time should be lost in taking into consideration the course which it will be best to adopt in regard to the fisheries question, on the termination of the articles of the Treaty relating thereto.

Her Majesty's Government will be glad if your Ministers will favor them with their views in the matter, as soon as they may be in a position to do so.

I have, &c.,

DERBY.

Governor General, the Right Hon. the Marquis of Lorne, K. T., G. C. M. G.

Foreign Office to Colonial Office.

FOREIGN OFFICE, 25th April, 1883.

SIR,—I am directed by Earl Granville to transmit to you a copy of a note from the United States Minister at this Court, to the effect that he has been instructed by his Government to give notice, on the 2nd July (the 1st falling on a Sunday), of the termination of Articles 18 to 25 inclusive, and Article 30, of the Treaty of Washington, of the 8th May, 1871.

I am to request that in laying this paper before the Earl of Derby you will state that although, after notice is given, two years must still elapse before these Articles

cease to have effect. It appears to Lord Granville expedient to take into consideration, without delay, what course it will be best to adopt, with the view, if possible, to avoid a recurrence of irritating disputes in connection with the fisheries question, and I am to suggest that in the first place it might be well to communicate a copy of Mr. Lowell's note to the Canadian Government, and to ascertain what views they entertain upon the subject.

I am, &c.

The Under Secretary of State, Colonial Office.

PHILIP W. CURRIE.

Mr. Lowell to Earl Granville.

LEGATION OF THE UNITED STATES, LONDON, 18th April, 1883.

MY LORD.—I have received to day from Mr. Frelinghuysen a despatch, enclosing the copy of a Joint Resolution of both Houses of Congress of the United States, providing for the termination of certain articles of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, May 8th, 1871, which articles, under the Protocol, signed June 7th, 1873, took effect on the 1st day of July, 1873, and, by the terms of the original Treaty, are subject to termination by either party on two years' notice being given at the expiration of ten years, from July 1st, 1873. This Resolution, which was approved March 3rd, 1883, directs the President to give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles numbered 18 to 25 inclusive, and of Article 30 of the Treaty of May 8th, 1871, will terminate and be of no force on the expiration of two years next, after the time of giving such notice which the President is further directed to give on the 1st day of July, 1883, or as soon thereafter as may be.

I am, therefore, instructed to comply with the directions of Congress in this matter, as set forth in the Resolution, by giving the notice required, and, as the 1st day of July falls on Sunday, I am directed to give this notice on the next succeeding day.

I beg also, in compliance with further directions, to inform your Lordship of the purport of this instruction, and of my contemplated action under it.

I have, &c.,

The Right Hon. the Earl Granville, K.G.

J. R. LOWELL.

Colonial Office to the Governor General.

DOWNING STREET, 28th December, 1883.

MY LORD,—In my despatch of the 3rd of May last, I communicated to you a note received by Her Majesty's Government from the United States Minister at this Court, informing them that a formal notice would be given, on the part of the Government of the United States, on the 2nd of July, 1883, for the termination, after two years from that date, of Articles 18 to 25, inclusive, and Article 30 of the Treaty of Washington, of the 8th of May, 1873.

I now transmit to you, to be laid before your Government, a copy of the note from Mr. Lowell to Earl Granville, dated the 2nd of July last, giving the formal notice in question on behalf of the President of the United States. This note was not communicated to you at the time by Her Majesty's Government, the transmission of it having been delayed, pending the settlement of a question as to the time at which the notice would take effect in regard to the colony of Newfoundland.

On this point, I transmit to you copies of the correspondence noted in the margin.

I have, &c.,

DERBY.

Governor-General, the Most Honorable the Marquis of Lansdowne.

Mr. Lowell to Earl Granville.

LEGATION OF THE UNITED STATES, LONDON, 2nd July, 1883.

MY LORD,—Referring to my note to your Lordship of the 18th April last, and to your Lordship's reply of the 27th of the same month, I have the honor to recapitulate the statements I made in that note, to the following effect:—

That I received, on the said 18th April, a despatch from Mr. Frelinghuysen, enclosing the copy of a Joint Resolution of both Houses of Congress of the United States, providing for the termination of certain Articles of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington on the 8th May, 1871, which Articles, under the Protocol, signed on the 7th June, 1873, took effect on the 1st July, 1873, and, by the terms of the original Treaty, are subject to termination by either party on two years' notice, given at the expiration of ten years from the 1st July, 1873. This Resolution, which was approved on the 3rd March, 1883, directs the President to give notice to the Government of Her Britannic Majesty, that the provisions of each and every of the Articles 18 to 25 inclusive, and of the Article 30, of the Treaty of the 8th May, 1871, will terminate and be of no force, on the expiration of two years next after the time of giving such notice, which the President is further directed to give on the 1st July, 1883, or as soon thereafter as may be.

I am, therefore, instructed by the President of the United States to comply with the directions of Congress in this matter, as set forth in the Resolution, by giving the notice required, and as the 1st of July falls on Sunday, I am further instructed to give this notice on the succeeding day.

I do, therefore, this 2nd day of July, 1883, on behalf of the President of the United States, hereby give notice to the Government of Her Britannic Majesty, that the provisions of each and every of the Articles numbered 18, 19, 20, 21, 22, 23, 24, 25 and 30, of the Treaty of the 8th May, 1871, between the United States of America and Her Britannic Majesty, will terminate and be of no force on the expiration of two years next after the time of giving such notice.

I have, &c.,

J. R. LOWELL.

Earl Granville to Mr. Lowell.

FOREIGN OFFICE, 22nd August, 1883.

SIR,—I have the honor to acknowledge the receipt of your note of the 2nd ult., in which you give notice that the provisions of Articles 18, 19, 20, 21, 22, 23, 24, 25 and 30, of the Treaty of the 8th May, 1871, between Great Britain and the United States, will terminate and be of no force, on the expiration of two years next after the date of the said notice.

In accepting this notice on behalf of Her Majesty's Government, I have the honor to inquire whether Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice, which relate to the Dominion of Canada.

I have, &c.,

GRANVILLE.

Mr. Lowell to Earl Granville.

LEGATION OF THE UNITED STATES, LONDON, 16th November, 1883.

MY LORD,—Referring to Your Lordship's note of the 22nd August last, in which Your Lordship inquired whether, in accepting the notice which I gave to Her Majesty's Government on the 2nd July last, that the provisions of Articles 18, 19, 20, 21, 22, 23, 24, 25 and 30, of the Treaty of the 8th of May, 1871, between the United States and Great Britain, will terminate and be of no force, on the expiration of two years from the date of said notice, Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice, which relate to the Dominion of Canada. I have the honor to acquaint you that I lost no time in transmitting a copy of Your Lordship's note to the Department of State.

I have now received a reply from Mr. Frelinghuysen, in which I am instructed to inform your Lordship that Her Majesty's Government correctly understand the intention of the Government of the United States to be that the provisions of Article 32, of the Treaty of Washington, which relates to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice of the termination given by me on the 2nd July last, which relate to the Dominion of Canada.

Mr. Frelinghuysen states that your Lordship's inquiry does not appear to invite any discussion of the points involved, or to ask anything more than a simple declaration of the intention of the United States Government as to the scope of the notice of the termination so given. He states, however, for my information, the reasons why the 32nd Article must be considered as in force only so long as the other Articles, which are specifically terminable, are in force. As his views on this subject may be interesting to your Lordship, I venture to send you a copy of his despatch, although I have no instructions to do so.

I have &c.,

The Earl Granville, K.G.

J. R. LOWELL.

Mr. Frelinghuysen to Mr. Lowell.

DEPARTMENT OF STATE, WASHINGTON, 16th October, 1883.

SIR,—Answering your despatch of the 28th of August last, I have to instruct you to inform Earl Granville that Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32, of the Treaty of Washington, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice of termination, given by you on the 2nd July last, which relate to the Dominion of Canada.

His Lordship's inquiry of the 22nd of August, does not appear to invite any discussion of the points involved, or to ask anything more than a simple declaration of the intention of this Government as to the scope of the notice of termination so given. For your information I may, however, observe that, while the Treaty itself does not in terms provide for terminating Article 32, that Article, so far as it concerns the extension of the fisheries stipulations to Newfoundland, is dependent wholly upon the Articles specified as terminable, and that such extension can only last so long as the privileges to be extended continue to exist, as they do, by virtue of the Treaty and of the a-certained and proclaimed fact of legislation, being in force for the execution of the Treaty in both the United States and Newfoundland. The United States Statute to that end, of the 1st March, 1873, in terms continues effective so long as the specifically terminable Articles of the Treaty shall continue, and no longer. The 32nd Article, therefore, loses all valid operative force, with the removal of the sole bases of conjoined Treaty and legislation upon which it rested.

I am, &c.,

FREDK. T. FRELINGHUYSEN.

The Earl of Derby to the Marquis of Lansdowne.

DOWNING STREET, 30th January, 1884.

MY LORD,—With reference to my despatches of the 3rd of May and of the 28th December last, I have the honor to request that you will move your Government to take an early opportunity of placing me in possession of their views as to the course to be pursued in consequence of the approaching termination of the Fishery Articles of the Treaty of Washington.

In connection with this subject, you will no doubt have observed the suggestion contained in an early part of the Message of the President of the United States, communicated to the two Houses of Congress on the 4th of December last.

I have, &c.,

DERBY.

Governor-General, the Most Honorable the Marquis of Lansdowne.

Colonial Office to the Governor-General.

DOWNING STREET, 18th February, 1884.

SIR,—I am directed by the Secretary of State for the Colonies to inform you that the undermentioned Parliamentary Papers have been sent to you by book post :

-----	Title of Paper.	No. of Copies.
C, 3843.	Termination of the Fishery Articles of the Treaty of Washington, of the 8th May, 1871; Correspondence respecting	6.

I have, &c.,

The Governor General of Canada.

ROBERT G. W. HERBERT.

CORRESPONDENCE respecting the Termination of the Fishery Articles of the Treaty of Washington, of the 8th May, 1871 :

No. 1.

Mr. West to Earl Granville—(Received April 3.)

WASHINGTON, 18th March, 1883.

MY LORD,—I have the honor to inclose copies of the Resolution, as passed by both Houses of Congress and approved by the President, providing for the termination of Articles 18 to 25, inclusive, and Article 30, of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington on the 8th May, 1871.

I have, &c.,

L. S. SACKVILLE WEST.

Inclosure in No. 1.

PUBLIC RESOLUTION—No. 20.

Joint Resolution providing for the Termination of Articles numbered 18 to 25, inclusive, and Article numbered 30, of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington, May 8, 1871.

Resolved by the Senate and House of Representatives of the United States of America in Congress Assembled,—That, in the judgment of Congress, the provisions of Articles numbered 18 to 25, inclusive, and of Article 30, of the Treaty between the United States and Her Britannic Majesty, for an amicable settlement of all causes of difference between the two countries, concluded at Washington on the 8th day of May, A.D. 1871, ought to be terminated at the earliest possible time, and be no longer in force; and to this end the President be, and he hereby is, directed to give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles aforesaid will terminate and be of no force on the expiration of two years next after the time of giving such notice.

Section 2. That the President be, and he hereby is, directed to give and communicate to the Government of Her Britannic Majesty such notice of such termination, on the 1st day of July, A.D. 1883, or as soon thereafter as may be.

Section 3. That on and after the expiration of the two years' time required by said Treaty, each and every of said Articles shall be deemed and held to have expired and be of no force and effect, and that every Department of the Government of the United States shall execute the laws of the United States (in the premises) in

the same manner and to the same effect as if said Articles had never been in force; and the Act of Congress, approved on the 1st March, A.D. 1873, entitled "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the City of Washington the 8th day of May, 1871, relating to the Fisheries," so far as it relates to the Articles of said Treaty so to be terminated, shall be and stand repealed and be of no force on and after the time of the expiration of said two years.

Approved March 3, 1883.

No. 2.

Mr. Lowell to Earl Granville.—(Received April 20.)

LEGATION OF THE UNITED STATES, LONDON, 18th April, 1883.

MY LORD—I have received to-day, from Mr. Frelinghuysen, a despatch inclosing the copy of a Joint Resolution of both Houses of Congress of the United States, providing for the termination of certain Articles of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington on the 8th May, 1871, which Articles, under the Protocol signed on the 7th June, 1873, took effect on the 1st July, 1873, and, by the terms of the original Treaty, are subject to termination by either party on two years' notice, given at the expiration of ten years from the 1st July, 1873. This Resolution, which was approved on the 3rd March, 1883, directs the President to give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles numbered 18 to 25, inclusive, and of Article 30 of the Treaty of the 8th May, 1871, will terminate and be of no force on the expiration of two years next after the time of giving such notice, which the President is further directed to give on the 1st July, 1883, or as soon thereafter as may be.

I am therefore instructed to comply with the directions of Congress in this matter, as set forth in this Resolution, by giving the notice required, and as the 1st July falls on Sunday, I am directed to give this notice on the next succeeding day.

I beg also, in compliance with further directions, to inform Your Lordship of the purport of this instruction, and of my contemplated action under it.

I have, &c.,

J. R. LOWELL.

No. 3.

Earl Granville to Mr. Lowell.

FOREIGN OFFICE, April 27th, 1883.

SIR,—I have the honor to acknowledge the receipt of your note of the 18th inst., in which you acquaint me that, in compliance with the instructions you have received from your Government, you propose to give notice on Monday, the 2nd July (the 1st July falling on a Sunday), of the intention of the United States to terminate Articles 18 to 25, inclusive, and Article 30 of the Treaty of the 8th May, 1871, between Great Britain and the United States, which will cease to be in force on the expiration of two years from the date of such notice being given.

I have, &c.,

GRANVILLE.

No. 4.

Mr. Lowell to Earl Granville.—(Received July 2)

LEGATION OF THE UNITED STATES, LONDON, 2nd July, 1883.

MY LORD—Reterring to my note to Your Lordship of the 18th April last, and to Your Lordship's reply of the 27th of the same month, I have the honor to recapitulate the statements I made in that note, to the following effect:—That I received, on the said 18th April, a despatch from Mr. Frelinghuysen, inclosing the copy of a Joint Resolution of both Houses of Congress of the United States, providing for the

termination of certain Articles of the Treaty between the United States of America and Her Britannic Majesty, concluded at Washington on the 8th May, 1871; which Articles, under the Protocol signed on the 7th June, 1873, took effect on the 1st July, 1873, and, by the terms of the original Treaty, are subject to termination by either party on two years' notice given at the expiration of ten years from the 1st July, 1873. This Resolution, which was approved on the 3rd March, 1883, directs the President to give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles numbered 18 to 25, inclusive, and of the Article 30 of the Treaty of the 8th May, 1871, will terminate and be of no force on the expiration of two years next after the time of giving such notice; which the President is further directed to give on the 1st July, 1883, or as soon thereafter as may be.

I am, therefore, instructed by the President of the United States to comply with the directions of Congress in this matter, as set forth in the Resolution, by giving the notice required; and as the 1st July falls on Sunday, I am further instructed to give this notice on the succeeding day.

I do, therefore, this second day of July, 1883, on behalf of the President of the United States, hereby give notice to the Government of Her Britannic Majesty that the provisions of each and every of the Articles numbered 18, 19, 20, 21, 22, 23, 24, 25 and 30 of the Treaty of the 8th May, 1871, between the United States of America and Her Britannic Majesty, will terminate and be of no force on the expiration of two years next after the time of giving such notice.

I have, &c.,
J. R. LOWELL.

No. 5.

Earl Granville to Mr. Lowell.

FOREIGN OFFICE, 22nd August, 1883.

SIR,—I have the honor to acknowledge the receipt of your note of the 2nd ult., in which you give notice that the provisions of Articles 18, 19, 20, 21, 22, 23, 24, 25 and 30 of the Treaty of the 8th May, 1871, between Great Britain and the United States will terminate and be of no force on the expiration of two years next after the date of the said notice.

In accepting this notice on behalf of Her Majesty's Government, I have the honor to enquire whether Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice, which relate to the Dominion of Canada.

I have, &c.,
GRANVILLE.

No. 6.

Mr. Lowell to Earl Granville.—(Received November 19.)

LEGATION OF THE UNITED STATES, LONDON, 16th November, 1883.

MY LORD,—Referring to Your Lordship's note of the 22nd August last, in which Your Lordship inquired whether, in accepting the notice which I gave to Her Majesty's Government on the 2nd July last, that the provisions of Articles 18, 19, 20, 21, 22, 23, 24, 25 and 30 of the Treaty of the 8th May, 1871, between the United States and Great Britain, will terminate and be of no force on the expiration of two years from the date of said notice, Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice, which relate to the Dominion of Canada, I have the honor to acquaint you that I lost no time in transmitting a copy of Your Lordship's note to the Department of State.

I have now received a reply from Mr. Frelinghuysen, in which I am instructed to inform Your Lordship that Her Majesty's Government correctly understand the intention of the Government of the United States to be that the provisions of Article 32 of the Treaty of Washington, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice of the termination given by me on the 2nd July last, which relate to the Dominion of Canada.

Mr. Frelinghuysen states that Your Lordship's inquiry does not appear to invite any discussion of the points involved, or to ask anything more than a simple declaration of the intention of the United States Government as to the scope of the notice of the termination so given. He states, however, for my information, the reasons why the 32nd Article must be considered as in force only so long as the other Articles which are specifically terminable are in force. As his views on this subject may be interesting to Your Lordship, I venture to send you a copy of his despatch, although I have no instructions to do so.

I have, &c.,

J. R. LOWELL.

Inclosure in No. 6.

Mr. Frelinghuysen to Mr. Lowell.

DEPARTMENT OF STATE, WASHINGTON, 16th October, 1883.

SIR,—Answering your despatch of the 28th August last, I have to instruct you to inform Earl Granville that Her Majesty's Government correctly understand the intention of the United States Government to be that the provisions of Article 32 of the Treaty of Washington, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice of termination given by you on the 2nd July last, which relate to the Dominion of Canada.

His Lordship's inquiry of the 22nd August does not appear to invite any discussion of the points involved, or to ask anything more than a simple declaration of the intention of this Government as to the scope of the notice of termination so given. For your information I may, however, observe that while the Treaty itself does not in terms provide for terminating Article 32, that Article, so far as it concerns the extension of the Fisheries stipulations to Newfoundland, is dependent wholly upon the Articles specified as terminable, and that such extension can only last so long as the privileges to be extended continue to exist, as they do, by virtue of the Treaty and of the ascertained and proclaimed fact of legislation being in force for the execution of the Treaty in both the United States and Newfoundland. The United States Statute to that end of the 1st March, 1873, in terms continues effective so long as the specifically terminable Articles of Treaty shall continue, and no longer. The 32nd Article, therefore, loses all valid operative force with the removal of the sole bases of conjoined Treaty and legislation upon which it rested.

I am, &c.,

FREDK. T. FRELINGHUYSEN.

No. 7.

Earl Granville to Mr. Lowell.

FOREIGN OFFICE, 16th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your note of the 16th November last, in which you state that it is the intention of the Government of the United States that the provisions of Article 32 of the Treaty of Washington, which relate to Newfoundland, shall cease to be in force and operation at the same time as the Articles recited in the notice of termination, given by you on the 2nd July last, which relate to the Dominion of Canada.

I have to state to you, in reply, that Her Majesty's Government accept this notice as applying to Newfoundland as well as to the Dominion of Canada.

I have, &c.,

GRANVILLE.

RETURN

(68)

To an ADDRESS of the HOUSE OF COMMONS, dated 31st January, 1884;—For copies of all Orders in Council, Departmental Regulations, Circulars and Correspondence with reference to the question of Duty on Freight Charges.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th February, 1884.

Secretary of State.

RETURN

(69)

To AN ADDRESS of the HOUSE OF COMMONS, dated 9th April, 1883;—For copies of all Correspondence, Papers or Telegrams, that have passed between the Government of the Dominion, or any Member thereof, and the Government of the United States of America, or any Member or Officer thereof, and any Member or Officer of the United States National Distillers' Association, in relation to the Modification of the existing Customs Laws and Regulations of this Dominion, and all Orders in Council in relation thereto; and also, all Petitions, Correspondence and Telegrams from persons or Associations in this Dominion, relating to this subject

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th February, 1884

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(69a)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 ;—For copies of all Despatches or Correspondence between the Government of Canada and that of the United States, or between the Government of Canada and the British Minister at Washington, or of any other Documents in possession of the Government, having reference to excessive Customs Duties on Hay grown in and exported from Canada to the United States, and the refunding of the same.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th April, 1884.

Secretary of State

[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is printed for distribution only.]

RETURN

(70)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—
For copies of Correspondence between the Dominion Government, and
the Government of Quebec, in relation to the claims of the Province of
Quebec against the Dominion of Canada.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
11th February, 1884.

STATEMENT showing the estimated cost of Criminal Justice for fiscal year 1883-84,
and the amount of expenditure for same for fiscal year 1881-82:

	Estimates for 1883-84.	Expenditure for 1881-82.
Salaries of Police Magistrates, Mon- treal and Quebec	7,200 00	7,200 00
Reformatories	47,500 00	44,047 03
Reformatory Schools	6,500 00	5,611 51
Crown Prosecution.....	10,000 00	7,925 50
Coroners	9,100 00	7,222 83
Sheriff's contingencies, viz:—		
Maintenance of prisoners. \$31,434 20		
Arrests and conveyances of prisoners.....	18,354 60	
Summoning of jurors.....	3,751 53	
Board of jurors.....	1,616 95	
Constables during Criminal Term.....	669 50	
Interpreters before Grand Jury and Court of Queen's Bench.....	1,458 24	
Payment of witnesses.....	10,305 00	
	67,590 02	67,590 02
District Magistrates.....	12,600 00	9,821 11
	\$160,490 02	\$149,418 00

Certified correct,

N. ARTHUR GIARD, *Assistant Auditor, Quebec.*

Translation.

TREASURY DEPARTMENT, QUEBEC, 14th Nov., 1883.

MY DEAR CHAPLEAU,—Since 1873 the Governments of Quebec and Ontario have
been endeavouring to effect a settlement of their accounts current with the Domin-
ion Government.

In the autumn of last year I met, at Ottawa, the Hon. Mr. Wood, then Provincial Treasurer of Ontario; our object was to see, together, the Minister of Finance, in relation to these suspense accounts and arrive at the basis of a settlement. We then came to an understanding as to the form of the statement of account which was to be prepared by the Dominion Government. Since then I have very frequently written to the Department of Finance respecting that statement of account, and asking that a day be named by the Minister of Finance for receiving the two Treasurers, with a view to the discussion of the accounts, and the reaching, if possible, of a final settlement. I was told in reply that the accounts were being prepared, and later, that they were being printed. I asked for a copy, and was informed that I must await the return from Europe of the Minister of Finance. I am now informed that the accounts are before him, but that the Dominion Government cannot take them up nor fix a time for discussing them.

This delay is extremely unjust towards the two Provinces. As to the Province of Quebec, it is a cause of great embarrassment for the Government in the present position of its finances. If money is owing to us, and I maintain as Mr. Robertson did, that there is a large amount coming to us, we ought to be paid; if there is nothing owing to us, it is important we should know it, and that we should no longer rely upon this claim in the making up of our Estimates.

The manner in which we are treated by the Department of Finance in this matter, will certainly produce feelings of dissatisfaction, which in the interest of the harmonious working of the system inaugurated by Confederation, it is not desirable to excite.

As an ex-Prime Minister, you know better than any one how desirable it is that these accounts should be settled as soon as possible.

As one of the representatives of our Province in the Dominion Government, I am convinced you will use all your influence, and that you will make every effort with your colleagues, and more especially the Minister of Finance, to induce the Government to appoint a day for the discussion of all the suspense accounts, with a view if possible, of securing a final settlement.

Accept, my dear Secretary of State, the assurance of my friendly sentiments.

J. WURTELE, T. P. Q.

THE HON. J. A. CHAPLEAU, Secretary of State, Ottawa.

Translation.

DEPARTMENT OF THE SECRETARY OF STATE, OTTAWA, 13th December, 1883.

SIR,—I have the honor to acknowledge the receipt of your letter of the 14th ult., asking that a day be appointed to discuss the question of the Suspense Accounts between the Dominion Government and the Governments of Quebec and Ontario, and to inform you that your request will receive all the attention it deserves.

I have the honor to be, &c., &c.,

G. POWELL, *Under Secretary of State.*

HON. J. S. C. WURTELE, Q.C., Prov. Treasurer, Quebec.

FINANCE DEPARTMENT, OTTAWA, 24th December, 1883.

SIR,—I have the honor to acknowledge the receipt of the letter from the Honorable the Treasurer of the Province of Quebec, asking that the Dominion Government render the accounts between the Dominion and the late Province of Canada and the Provinces of Ontario and Quebec, and fix a day for their settlement, and in reply thereto I beg to state that the accounts were rendered to the Honorable the Treasurer of Quebec on the 17th inst., and he was then informed that we were ready to meet him at any time to settle the same. Reference returned.

I have, &c.,

J. M. COURTNEY, *Deputy Minister of Finance.*

Under Secretary of State.

FINANCE DEPARTMENT, OTTAWA, 2nd February, 1884.

DEAR MR. POWELL,—I send herewith copy of a letter, dated the 5th December last, from the Treasurer of Quebec, to Sir Leonard Tilley, on the subject of the claims of that Province, and also copy of my reply thereto of the 18th.

Yours very truly,

J. M. COURTNEY, *Deputy Minister Finance.*

GRANT POWELL, Under Secretary of State.

QUEBEC, 5th December, 1883.

SIR,—On the 29th of March last the Legislative Assembly of the Province of Quebec adopted an Address to His Excellency the Governor General of Canada, praying that Her Majesty's Privy Council would be pleased to recommend that the annual subsidy payable to the Province should be calculated for each decade according to the new Census, and this Address was forthwith transmitted to His Excellency by the Hon. Speaker of the Assembly.

On the 24th April last, the Government of Quebec submitted to the Honorable Privy Council a memorandum respecting the claim thus made on behalf of the Province by the Legislative Assembly; and a few days later the members of the Provincial Government were granted an interview with the Privy Council, and had the honor of verbally laying the case of the Province before it.

Subsequently you did me the honor on two occasions to discuss the question with me.

The matter was then left under the consideration of the Government of the Dominion. Although several months have since elapsed, no answer, official or other, has been received to the Petition of the Legislative Assembly and to the representations of the Government of Quebec.

As the Government of the Province will be called upon at the next Session of the Legislature to inform the Legislative Assembly of the result of its Petition, I have been requested by my colleagues to ask you to communicate to me at your earliest convenience the intention of the Dominion Government respecting the demand of the Government of Quebec for a readjustment of the subsidy.

I have, &c.,

J. WURTELE, *Provincial Treasurer.*

Sir LEONARD TILLEY, Minister Finance.

OTTAWA, 18th December, 1883.

SIR,—I have been directed by the Honourable the Minister of Finance, to acknowledge the receipt of your letter of the 5th instant, to his address, and to state that the Minister of Finance will call the attention of his colleagues to the Address of the Legislative Assembly of the 29th March last, and to the memorandum submitted to Council on the 24th April last.

I have, &c.,

J. M. COURTNEY, *Deputy Minister Finance.*

Hon. J. WURTELE, Provincial Treasurer, Quebec.

DOCUMENTS RELATING TO THE DEMAND OF THE PROVINCE OF
QUEBEC FOR A READJUSTMENT OF THE SUBSIDY.

EXTRACTS FROM THE BUDGET SPEECH OF THE PROVINCIAL TREASURER OF QUEBEC, DELIVERED ON THE 16TH FEBRUARY, 1883.

Present Financial Position.

The receipts of the Province from the 1st July, 1867, to the 30th June, 1882, have been \$33,594,297.40, and the expenditure during the same period \$33,968,413.06, giving an excess of \$374,115.66 in the expenditure over receipts.

But during these fifteen years very considerable sums have been paid out of the ordinary receipts for services which do not strictly relate to ordinary expenditure.

For instance, there have been paid, amongst others, the following sums:—

Colonization.....	\$1,408,782 32
Immigration.....	387,806 12
Cadastrés.....	619,229 11
Construction of Public Buildings.....	823,071 69
Construction of Court Houses and Gaols.....	440,174 41
Total.....	<u>\$3,679,063 65</u>

The amount paid for these services exceeds the deficit by \$3,304,947.99.

During the past eight fiscal years, that is to say, since the 1st of July, 1874, the Province has also paid out of ordinary receipts the sum of \$4,328,995.73 for interest and sinking fund.

There has been paid up to the 30th June last, for railway subsidies, \$2,410,441.54, and for the construction of the Government railway, \$12,534,830.44, making in all \$14,945,271.92. The four loans effected up to the latter date, with \$43,221.94 arising from insurances and the sale of materials, have given as net proceeds the sum of \$14,572,892.07. Thus the Consolidated Railway Fund shows an excess in expenditure of \$372,379.85.

By adding to this expenditure for railways the interest and sinking fund which we have paid during the same period, say \$4,328,995.73, we have a total expenditure for this object of \$19,274,267.65. This is a very heavy sum, but even if it be so, the development of the country, which is due to the construction of our railways, has been of such great advantage to the inhabitants of the Province that no one can regret the expenditure.

* * * * *

The deficit in the Consolidated Railway Fund was, on the 30th June last, as I have already stated, \$372,379.85. In order to ascertain the actual deficit we must add to this amount the disbursements made since the latter date for the construction of the Government railway and for railway subsidies, the sum due Mr. McGreevy under the arbitrators' award made some months ago, the amount remaining unpaid for the lands purchased for the railway, certain unsettled claims for construction expenses, and, finally, the balance of the railway subsidies which have been voted.

The following table shows in detail how the deficit is made up:—

1. Deficit on 30th June, 1882.....	\$ 372,379 85
2. Disbursements for railway construction, from 1st July to 31st December, 1882, after deduction of \$56,149.20 paid by the Canadian Pacific R.R. Co., &c.....	492,878 96
3. Railway subsidies paid during the same period...	31,840 00
4. Arbitrators' award in favor of Mr. McGreevy, after deducting one-half the cost of arbitration.	139,952 42
5. Balance of the price of the lands purchased for the railway.....	199,625 59
6. Claims for construction, estimated at.....	45,000 00
7. Balance of railway subsidies.....	1,725,757 45
	<u>\$3,007,434 27</u>

* * * * *

The floating debt of the Province is made up of the deficit which existed on the 30th June last in the Consolidated Revenue Fund, of the deficit I have just mentioned

In the Consolidated Railway Fund and the estimated cost of the construction of the Parliament Buildings, as follows:—

1. Deficit on 30th June, 1880, in Consolidated Revenue Fund.....	\$ 374,115 66
2. Deficit in Consolidated Railway Fund.....	3,007,434 27
3. Estimated cost of Parliament Building.....	300,000 00
	<u>\$3,681,549 93</u>

This amount represents the liabilities of the Government outside of the first four loans of the Consolidated Debt, for the settlement of which the loan authorized last year is intended.

* * * * *

CONSOLIDATED DEBT.

The Consolidated Debt of the Province amounted, on the 31st December, 1882, to a sum of \$15,964,876.67, made up as follows:—

1. Loan of 1874—Balance.....	\$ 3,625,666 67
2. Do. 1876 do	4,059,773 33
3. Do. 1878.....	3,000,000 00
4. Do. 1880—Balance.....	4,168,786 67
	<u>\$14,854,226 67</u>
5. Loan of 1882—Amount paid in	1,110,650 00
	<u>\$15,964,876 67</u>

Against this debt we have the net proceeds of the sale of the railway, say \$7,600,000, leaving a balance of \$8,364,876.67.

When we add to this balance the sum of \$3,425.00 paid since 31st December, 1882, on the loan of 1882, the portion not paid in and the unissued half of the same loan, making \$1,889,350, and also the proposed addition of \$500,000, the balance of the Consolidated Debt will amount to \$10,754,226.67.

* * * * *

LIABILITIES OF THE PROVINCE.

The liabilities of the Province on the 31st December, 1883, were made up of the following items:—

1. Balance of the Consolidated Debt.....	\$ 8,364,876 67
2. Temporary Loan.....	600,000 00
3. Balance of Quebec Central Deposit.....	429,515 14
4. Price of land purchased for railway.....	199,625 59
5. Balance of award in favor of Mr. McGreevy.....	139,932 42
6. Claims for work on railway.....	45,000 00
7. Balance of railway subsidies.....	1,725,757 45
8. Balance of estimated cost of Parliament Building	296,517 77

Deducting— \$11,801,245 04

1. Proceeds of loan on hand on 31st December, 1882.....	\$459,069 44
2. Portion of loan temporarily used.....	67,858 59
3. Balance in Bank on 1st July, 1882,—	
\$379,172.78, less unpaid warrants—	
\$40,632.37	338,540 41
	<u>865,468 44</u>
	<u>\$10,935,776 60</u>

By taking the balance of the first four loans, after deducting the net proceeds of the sale of the railway, and adding thereto the amount of the floating debt, as shown, we get the same result:—

1. Balance of the first four loans.....	\$14,854,226 67
2. Less net proceeds of sale of railway.....	7,600,000 00
	Balance.....
	\$ 7,254,226 67
3. Amount of the floating debt.....	3,681,549 93
	\$10,935,776 60
* * * * *	*

STATEMENT FOR 1883-84.

We have now to examine the proposed expenditure for next year. I estimate the probable expenditure as follows:—

I.—ORDINARY EXPENDITURE.

PUBLIC DEBT.

Interest	\$ 840,365 52	
Sinking Fund.....	81,090 83	
Management	6,426 96	
		\$927,883 31

LEGISLATION.

Legislative Council :

Sessional allowances and travelling expenses	\$ 12,665 00
Salaries and Contingencies.....	16,073 00

Legislative Assembly :

Sessional allowances and travelling expenses	34,500 00	
Salaries and Contingencies.....	65,017 00	
Library.....	\$ 3,000 00	
Elections.....	3,000 00	
Publication of the Debates of the Legislatures.....	2,500 00	
Clerk of the Crown in Chancery.....	800 00	
Publication of the Statutes.....	4,500 00	
Law Clerk.....	3,700 00	
		\$ 145,755 00

CIVIL GOVERNMENT.

Salaries.....	\$ 169,305 00	
Contingencies	47,600 00	
		\$ 216,905 00

ADMINISTRATION OF JUSTICE

Salaries and Contingencies.....	\$ 387,052 00	
Police Offices.....	16,200 00	
Reformatory Prisons.....	47,500 00	
Inspection of Public Offices	11,000 00	
		\$ 461,752 00

PUBLIC INSTRUCTION

Superior Education.....	\$ 78,410 00
Common Schools.....	160,000 00

Schools in poor Municipalities.....	6,000 00	
Normal Schools.....	42,000 00	
Inspection.....	29,670 00	
Pensions to Teachers.....	8,000 00	
Books for Prizes.....	4,500 00	
Schools for the Deaf and Dumb.....	13,200 00	
Council of Public Instruction.....	1,500 00	
Commercial College of Varennes	500 00	
Commercial Academy of St. Geneviève	250 00	
Journals of Public Instruction.....	1,250 00	
Aid towards rebuilding the College		
of Rimouski.....	2,000 00	
do do do of Ste. Therèse	2,000 00	
do do do of St. Francis.	1,000 00	
		\$ 350,280 00

LITERARY AND SCIENTIFIC INSTITUTIONS.

Four Faculties of Medicine at Mon-		
treuil	\$ 3,000 00	
Societies at Montreal.....	2,350 00	
Societies at Quebec.....	3,350 00	
Publishing Law Reports.....	3,000 00	
"Le Naturaliste Canadien"	400 00	
Transcribing Archives.....	5,000 00	
Preservation of Notarial Deeds and		
Public Documents at Sorel.....	500 00	
Institution for the production of Ani-		
mal Vaccine at Montreal.....	300 00	
		\$ 17,900 00

ARTS AND MANUFACTURES.

Board of Arts and Manufactures.....	\$ 10,000 00
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AGRICULTURE.

Agricultural Societies.....	\$ 50,000 00	
Council of Agriculture	4,000 00	
Agricultural Journals.....	6,000 00	
Aid to "La Gazette des Campagnes"	500 00	
Agricultural Schools.....	2,400 00	
Agricultural School at Varennes.....	\$ 2,400 00	
Veterinary Schools.....	2,800 00	
Horticulture and Pomology.....	1,250 00	
Butter and Cheese Factories.....	4,200 00	
Beet Sugar Factories.....	10,500 00	
Miscellaneous.....	2,500 00	
		\$ 86,550 00

IMMIGRATION AND REPATRIATION.

Salaries and Expenses.....	\$ 12,000 00
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COLONIZATION.

Colonization Roads.....	\$ 70,000 00	
Colonization Societies.....	5,000 00	
Bridge at Lacolle.....	2,000 00	
Bridge at St. Nicholas.....	2,000 00	
Bridge at Bryson.....	2,000 00	
Bridge at Ste. Anne.....	1,200 00	
		\$ 82,200 00

PUBLIC WORKS AND BUILDINGS.

Rents, Repairs, &c.....	\$ 58,315 00	
Inspection.....	3,000 00	
Spencer Wood, Stables, &c.....	5,000 00	
Vaults for Court Houses.....	5,000 00	
Repairs to Jacques Cartier Normal School.....	2,000 00	
Repairs to Court Houses and Jails....	23,175 00	
Rents of Court Houses.....	1,407 00	
Insurance and Court Houses.....	400 00	
	<hr/>	\$ 98,297 00

CHARITABLE INSTITUTIONS.

Lunatic Asylums.....	\$ 232,625 00	
Sundry Institutions.....	52,280 00	
Reformatory Schools.....	6,500 00	
Industrial Schools.....	11,500 00	
	<hr/>	\$ 302,905 00

MISCELLANEOUS EXPENDITURE.

Miscellaneous generally.....	\$ 20,000 00	
Mining Engineer.....	2,500 00	
Agent in France.....	2,500 00	
Commissioner of the Municipal Loan Fund.....	3,500 00	
Pensions.....	14,000 00	
Protection of Forests against fire.....	5,000 00	
Exploration and inspection of Mines.	3,000 00	
Preservation and rewooding of Forests	600 00	
Contribution to the Game Protection Society for sowing wild rice.....	250 00	
	<hr/>	\$ 51,350 00

CHARGES ON REVENUE.

Cadastral Service.....	\$ 36,000 00	
Surveys	40,000 00	
General Expenditure for Crown Lands	77,450 00	
Quebec Official Gazette.....	12,900 00	
Revenue Police.....	3,000 00	
Stamps, Licenses, &c.....	15,000 00	
Municipalities Fund.....	3,000 00	
	<hr/>	\$ 187,350 00

Total Ordinary Expenditure..... \$ 2,951,127 31

II.—EXTRAORDINARY EXPENDITURE.

BUILDINGS.

Parliament Buildings.....	\$150,000 00
Court House at Quebec.....	150,000 00
	<hr/>
	\$300,000 00

RAILWAYS.

Guaranteed Interest for the Quebec Central....	\$115,240 32	
Railway construction claims.....	45,000 00	
Purchase of lands.....	199,625 59	
Works at Quebec.....	220,000 00	
Subsidies.....	250,000 00	
		\$829,865 91
Total Extraordinary Expenditure		\$1,129,865 91
Grand Total.....		<u>\$4,080,993 22</u>

* * *

The building of the Quebec Court House will be provided for by special loan authorized last year, and the works in connection with the North Shore Railway at Quebec will be paid with the debentures which the corporation of the City of Quebec has undertaken to deliver to the Government in settlement of its subscription. The other items of the extraordinary expenditure will be paid with a portion of the moneys arising from the loan authorized last year.

The estimated ordinary expenditure, according to the figures I have just given, amounts to the sum of \$2,951,127.31.

I will now show the House what are the estimated receipts by means of which I expect to meet it.

I estimate the receipts of the coming fiscal year as follows:—

I.—ORDINARY RECEIPTS.

SUBSIDIES AND TRUSTS.

Subsidy	\$ 889,252 80
Specific Grant	70,000 00
Interest on Common School Fund....	34,843 61
Interest on Superior Education Fund.	20,615 71
	<u>\$1,014,712 12</u>

COMMON SCHOOL LANDS.

Interest payable by Ontario.....	\$25,000 00
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CROWN DOMAIN.

Sale of Lands, Timber Licenses, &c.....	\$ 750,000 00
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LICENSES.

Taverns, Shops, &c.....	\$ 260,000 00
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JUSTICE.

Law Stamps	\$ 170,000 00
Registration Stamps.....	18,000 00
Fees.....	10,000 00
Building and Jury Fund.....	16,000 00
Contributions for maintenance of Prisoners.....	8,000 00
Montreal Reformatory School.....	5,000 00
Gaol Guards.....	2,400 00
Fines.....	1,000 00
Montreal Court House.....	9,000 00
	<u>\$239,400 00</u>

PUBLIC OFFICERS.

Percentage on their fees.....	\$	5,000 00	
Percentage on renewals		1,000 00	
		<u> </u>	\$ 6,000 00

LEGISLATION.

Fees on Private Bills, &c	\$	5,000 00	
OFFICIAL GAZETTE.			
Advertisements, Notices, &c.....	\$	20,000 00	

LUNATIC ASYLUMS.

Contribution from Municipalities....	\$	15,000 00	
Payments by Patients.....		1,000 00	
		<u> </u>	\$ 16,000 00

PUBLIC BUILDINGS.

Rents, &c.....	\$	1,000 00	
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CASUAL REVENUE.

Commissions, copies, &c.....	\$	2,000 00	
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CONTRIBUTIONS FOR PENSIONS.

Contributions of the Civil Service Employés.....	\$	5,500 00	
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INTEREST.

Judicial and other Deposits.....	\$	15,000 00	
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DIRECT TAXES.

Commercial Corporations.....	\$	125,000 00	
QUEBEC, MONTREAL, OTTAWA AND OCCIDENTAL RAILWAY.			
North Shore Railway Company.....	\$	175,000 00	
Canadian Pacific Railway.....		180,000 00	
Interest upon the investment of the \$500,000 paid by the North Shore Railway Company.....	\$	25,000 00	
		<u> </u>	\$ 380,000 00

Total Ordinary Receipts..... \$ 2,864,612 12

II.—EXTRAORDINARY RECEIPTS.

QUEBEC FIRE LOAN.

Payments	\$	1,000 00	
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REFUNDS.

Beauport Asylum.....	\$	8,000 00	
St. Jean de Dieu Asylum.....		6,000 00	
		<u> </u>	\$ 14,000 00

MUNICIPAL LOAN FUND.

Collections.....	\$	75,000 00	
Total Extraordinary Receipts.....		90,000 00	

Grand total of the estimated receipts..... \$2,954,612 12

* * * * *

The information I have gathered has confirmed the estimate I had made of the sum to be realized by the direct taxes upon commercial corporations; I place the receipts from this source, in the revision I have made of the estimates, at \$125,000 instead of \$123,800.

The collection of these taxes has been vigorously contested, and the companies that have been taxed have combined to resist it. The banks and insurance companies asked me to consent to submit the legality of the tax on a single test case, offering at the same time to deposit the amount of the tax in a bank to be chosen by them. I thought that it was not fitting for the Treasurer of the Province, who is responsible to the House for his acts, to enter into any agreement by which he would seem to throw a doubt upon the powers of the Legislature. I therefore proposed that these corporations should pay the taxes under protest, with the exception of one in each class. Against these, actions could have been taken in the ordinary course and without a written agreement, the decisions in which would necessarily regulate the pretensions of the corporations who had paid under protest. The corporations in question refused to pay—even under protest—into the hands of the Government, giving as a reason that they feared that they would not be reimbursed, and that they had no confidence in our governmental institutions. I felt this slur upon the good faith and honor of the Legislature, and I declined to continue the negotiations, to which I had at first consented with the view of saving them from the unpleasantness of judicial proceedings. The requirements of the service for the year necessitated the immediate collection of these taxes, and that steps be taken for that purpose. As it would not have been proper to make selections in instituting these proceedings, I consequently gave instructions to sue, without distinction, all who, after notice, persisted in their refusal to pay. The first case was heard in the beginning of this month, and the judgment will most probably be rendered in the course of the month of March.

Of these taxes there has been collected before the 1st January last, the sum of \$11,845.73, and since that date \$4,185, in all \$16,030.73.

I have no doubt as to the legality of the act imposing these taxes, and I am convinced that they will be collected. The opposition that I have met with in the collection will, however, delay their payment. To meet, in the meantime, the requirements of the present and of the next fiscal year, owing to the failure of this revenue, upon which I had a right to count, recourse, probably, may have to be had, under section 27 of the Treasury Department Act, to temporary loans to the amount of these uncollected taxes. As these taxes bear interest from the 1st of July last, recourse to these loans will not occasion any additional charge upon the revenue.

* * * * *

INCREASE OF REVENUE.

The estimated revenue for the coming year amounts to \$2,954,612.12 and the estimated ordinary expenditure to \$2,951,127.31, which leaves a small surplus of \$3,484.81.

The situation is becoming critical.

In this state of things the slightest decrease in the revenue arising from unforeseen causes or the slightest increase in the expenditure would cause a deficit. The Bill which the House passed the other day defining the position and increasing the powers of the Provincial Auditor, secures us against any increase, other than that which might result from an urgent contingency unforeseen by the Legislature. But even a small expense of this kind would destroy the equilibrium.

The amount of the railway subsidies payable to the railways, which will be earned, will also increase, in the near future, the annual interest upon the public debt. The gradual increase in the expenditure for the administration of justice and for the support of lunatic asylums will every year become an additional burthen upon the revenue.

Under these circumstances it therefore becomes necessary to increase the revenue of the Province, and as soon as possible to take the necessary steps for that purpose.

I think the Provinces can, in all justice and according to the spirit of the covenant upon which the Confederation is based, ask that their annual subsidy be increased.

Before Confederation the Provinces had the right to levy the moneys required for the public service by imposing Customs and Excise duties, and by all other modes or systems of taxation.

By the resolutions adopted by the delegates appointed to consider the scheme for uniting the Provinces under one Government and upon which the Union Act is founded, the power to levy Customs and Excise duties was taken from the Local and conferred upon the General Government.

This mode of levying was almost exclusively used for providing for administrative requirements, and the 64th resolution, which granted the Provinces of Ontario and Quebec an annual subsidy of 80 cents per head of the population according to the census of 1861, declared that such subsidy was granted in consideration of the transfer to the Federal Parliament of this power of taxation.

Sir Alexander Galt, then Minister of Finance, when explaining, on behalf of the Government, the financial part of the Union Act, declared that these 80 cents per head were destined, with certain local revenues, to meet the expenses of the Local Governments, including especially the administration of justice and the support of hospitals and charitable institutions. He added that in transferring all the large sources of revenue to the General Government it became evident that some portion of the resources so placed at its disposal had to be applied in some form or other, to supply the *hiatus* that would otherwise inevitably take place between the sources of local revenue and the demands of local expenditure.

It is true that by resolution 64, and also by section 118 of the Union Act, it is declared that the Provinces should claim nothing more thereafter from the General Government; yet such declaration was made: first, because the subsidy was deemed sufficient to meet the expenditure, and also because it was hoped that this provision would oblige the Local Governments to control their expenses.

Sir Alexander Galt said: "It is hoped that, being in itself fixed and permanent in its character, the Local Governments will see the importance—I may say the necessity—of exercising a vigilant and proper control over the expenditure."

Now, as a matter of fact, amongst the expenses specially imposed upon the Local Governments there are some which, as I have already stated, are not susceptible of control, and which necessarily increase in the same ratio as the population, such as the cost of the administration of justice and of the maintenance of lunatic asylums.

The administration of justice and the maintenance of lunatic asylums in the Province of Quebec, for the years 1868, 1871 and 1881, cost the following sums:—

	Justice.	Asylums.	Totals.
1868	\$322,237 24	\$ 97,946 53	\$420,182 77
1871	349,024 89	132,223 09	481,247 98
1881	437,490 56	213,828 20	651,318 76

This gives an increase in 1871 of \$61,065.21, and in 1881 of \$231,135.99.

If the subsidy were calculated upon the basis of each census, the subsidy to the Province of Quebec, for the three decades of 1861, 1871 and 1881, would be as follows:—

Years.	Population.	Subsidy.
1861.....	1,111,566	\$ 888,252 80
1871.....	1,191,516	953,212 80
1881.....	1,359,027	1,087,221 60

This would give us an increase for the decade of 1871 of \$63,960, and for that of 1881 of \$197,968.80

A comparison of such decennial increase of the subsidy, with the increase in the expenditure for the administration of Justice and the support of asylums, shows how this expenditure has followed the movement of the population. Here are the figures :—

Years.	Increase in Subsidy.	Increase in Expenditure.
1871.....	\$ 63,960 00	\$ 61,065 21
1881.....	197,968 90	231,135 99

The subsidy was specially given to meet, amongst other expenditures, those for the administration of justice and the support of lunatic asylums, and the figures I have just given establish that in calculating the subsidy upon the basis of the census for 1861, the end in view was not attained. In fact the expenditure in question increases almost in proportion to the population; and to meet it the subsidy should increase in the same proportion. While the Local Government cannot, by any supervision, control this expenditure, the Federal Government, by its legislation respecting crimes and criminals and the great public works it undertakes, contributes to increase it.

To carry out the intention of the founders of the Confederation, it would consequently be necessary that the annual subsidy, instead of being limited according to the census of 1861, should be calculated for each decade upon the basis of the last census.

If the subsidy were so calculated, there would not be an increase, but a decrease in the share given to the provinces of the revenues transferred to the Federal Government.

In 1868, the Revenue arising from Customs and Excise duties amounted to \$11,580,968.25, giving \$3.75 per head of the population of the Dominion; in 1871, these revenues amounted to \$16,137,049.28, giving \$4.63 per head; and in 1881, they reached \$23,749,114.22, giving \$5.49 per head. If, therefore, the Federal Government paid to the Local Government 80 cents per head, according to the census of 1881, it would only give 14½ per cent. of the receipts arising from these sources of revenue, whilst in 1868 it paid 21½ per cent. I beg to submit a table showing these figures:—

	Revenue.	Population.	Per-centage.	Amount per head.
1868.				
Customs	\$8,578,380 09			
Excise.....	3,002,588 16			
	<u>\$11,580,968 25</u>	3,090,561	\$3 75	21½
1871.				
Customs	\$11,841,104 56			
Excise ..	4,295,944 72			
	<u>\$16,137,049 28</u>	3,485,761	\$4 63	17½
1881.				
Customs	\$18,406,092 13			
Excise.....	5,343,022 09			
	<u>\$23,749,114 22</u>	4,324,810	\$5 49	14½

For all these reasons the Government is of opinion that the Legislature of Quebec should ask that the annual subsidy be calculated for each decade, according to the new census, and that it should urge this upon the Federal Government.

The Government will, therefore, ask the House to vote an humble address to His Excellency the Governor-General, submitting our claim, and praying him to lay it before Her Majesty's Privy Council for Canada.

The reasons in favor of our pretensions are such that we ought to succeed in our request, and all the more so that the large surplus of the Dominion Government removes all reasons for their refusing it.

I do not here ask for better terms for the Province of Quebec than for the other Provinces. The same reasons exist on their behalf, and that which I ask should be given to all and not to our Province alone.

This increased subsidy would give annually to the Provincial Treasury an additional sum of about \$200,000, and would ensure the equilibrium of our finances.

ADDRESS from the Legislative Assembly of the Province of Quebec to His Excellency the Governor General of the Dominion of Canada, claiming a modification, to the effect that the subsidy to this Province be calculated according to each preceding census.

To His Excellency the Right Hon. Sir John Douglas Sutherland Campbell (commonly called the Marquis of Lorne), Knight of the most ancient and most noble Order of the Thistle, Knight Grand Cross of the most distinguished Order of Saint Michael and Saint George, Governor General of Canada and Vice-Admiral of the same.

MAY IT PLEASE YOUR EXCELLENCY,

The loyal subjects of Her Majesty in the Legislative Assembly of the Province of Quebec assembled, deem it their duty humbly to represent:

That, before Confederation, the Provinces had the right to levy the moneys required for the public service, by imposing Customs and Excise duties, and by all other modes or systems of taxation;

That by the resolutions adopted by the delegates appointed to consider the scheme of uniting the Provinces under one Government and upon which the Union Act is founded, the power to levy Customs and Excise duties was taken from the Local and conferred upon the General Government;

That the 64th resolution, which granted the Provinces an annual subsidy of 80 cents per head of the populations according to the census of 1861, declared that such subsidy was granted in consideration of the transfer to the Federal Parliament of this power of taxation;

That Sir Alexander Galt, then Minister of Finance, when explaining, on behalf of the Government, the financial part of the Union Act, declared that these 80 cents per head were destined, with certain local revenues, to meet the expenses of the Local Governments, including especially the administration of justice and the support of hospitals and charitable institutions, and that in transferring all the large sources of revenue to the general Government, it became evident that some portion of the resources so placed at its disposal had to be applied, in some form or other, to supply the *hiatus* that would otherwise take place between the sources of local revenue and the demands of local expenditure;

That, although it is true that by the 64th resolution and by section 118 of the Union Act, it is declared that the Provinces should claim nothing more thereafter from the General Government; yet, such declaration was made, first, because the subsidy was deemed sufficient to meet the expenditure, and also because it was hoped that this provision would oblige the Local Governments to control their expenses, as shown by the following remarks of the then Minister of Finance: "It is hoped that, being in itself, fixed and permanent in its character, the Local Governments will see the importance,—I may say the necessity—of exercising a vigilant and proper control over the expenditure;"

That, as a matter of fact, amongst the expenses specially imposed upon the Local Governments, there are some which are not susceptible of control and which necessarily increase in the same ratio as the population, such as the cost of the administration of justice and the maintenance of lunatic asylums;

That the administration of justice and the maintenance of lunatic asylums in the Province of Quebec, for the fiscal years 1868, 1871 and 1881, cost the following sums:—

Years.	Justice.	Asylums.	Totals.
1868.....	\$322,236 24	\$ 97,946 53	\$420,182 77
1871.....	349,024 89	132,223 09	481,247 98
1881.....	437,490 56	213,828 20	651,318 76

Giving an increase in expenditure, in 1871, of \$61,065.21, and in 1881, of \$231,135.99.

That if the subsidy were calculated upon the basis of each census, the subsidy to the Province of Quebec, for the three decades of 1861, 1871 and 1881, would be as follows :—

Years.	Population.	Subsidy.
1861.....	1,111,566	\$ 889,252 80
1871.....	1,191,516	953,212 80
1881.....	1,359,027	1,087,221 60

Being an increase for the decade of 1871 of \$63,900, and of 1881 of \$197,968.80;

That a comparison of such decennial increase of the subsidy with the increase in the expenditure for the maintenance of justice and the support of asylums, shows how this expenditure has followed the movement of the population :—

Years.	Increase in Subsidy.	Increase in Expenditure.
1871.....	\$ 63,960 00	\$ 61,065 21
1881.....	107,968 80	231,135 99

That the subsidy was specially given to meet, amongst other expenditures, those for the administration of justice and the support of lunatic asylums, and the above figures establish that, in calculating this subsidy upon the basis of the census for 1861, the end in view was not attained, inasmuch as the expenditure in question increases almost in proportion to the population; and to meet it the subsidy should increase in the same ratio; and while the Government of this Province cannot, by any supervision, control this expenditure, the Federal Government, by its legislation respecting crimes and criminals, and the great public works it undertakes, contributes to increase it;

That in order to carry out the intention of the founders of the Confederation, it would consequently be necessary that the annual subsidy, instead of being limited according to the census of 1861, should be calculated for each decade, upon the basis of the last census;

That if the subsidy were so calculated, there would not be an increase, but a decrease in the share given to the Provinces out of the revenues transferred to the Federal Government.

That in 1868, the revenues arising from Customs and Excise duties amounted to \$11,580,968.25, giving \$3.75 per head of the population of the Dominion; in 1871, these revenues amounted to \$16,137,049.28, giving \$4.63 per head; and in 1881 they reached \$23,749,114.22, giving \$5.49 per head; therefore, if the Federal Government paid to the Provinces 80 cents per head, according to the census of 1881 it would only give 14½ per cent. of the receipts arising from these sources of revenue, whilst in 1868, it paid 21½ per cent., as appears by the following figures:—

Years.	Revenue.	Population.	Amount per head.	Percentage.
1868.				
Customs.....	\$ 8,578,340 09			
Excise.....	3,002,588 16			
	<u>\$11,580,968 25</u>	3,090,561	\$3 75	21½
1871.				
Customs.....	\$11,841,104 56			
Excise.....	4,295,944 72			
	<u>\$16,137,049 28</u>	3,485,761	\$4 63	17½
Customs.....	\$18,406,092 13			
Excise.....	5,343,022 09			
	<u>\$23,749,114 22</u>	4,324,810	\$5 49	14½

That consequently the Legislative Assembly of Quebec begs to approach Your Excellency and prays that you will be pleased to submit to Her Majesty's Privy Council for Canada the following humble petition, to wit: That the Honourable Privy Council will be pleased to recommend that the provisions of the British North America Act, 1867, be amended, so that the annual subsidy paid to this Province by the Dominion Government be calculated for each decade according to the new census.

L. O. TAILLON, *Speaker.*

QUEBEC, 29th March, 1883.

MEMORANDUM RESPECTING THE CLAIM OF QUEBEC.

The estimated ordinary receipts of the Province of Quebec amount to \$2,864,612, and the receipts from the Quebec Fire Loan, reimbursement of loans to the Beauport and Longue Pointe Asylums, and the Municipal Loan Fund, being extraordinary receipts, are estimated for next year at \$90,000, making together \$2,954,612.

The ordinary expenditure, including the cost of criminal justice, amounts to \$2,951,127.

This gives a small surplus of \$3,485 for the ensuing fiscal year, but if the extraordinary receipts, amounting as above mentioned to \$90,000, are not taken into account, there is a deficit of \$86,515.

No economy can be effected in the expenditure for the public debt. It would be impolitic to retrench on the expenditure for public instruction, arts and manufactures, agriculture and colonization. Some reduction in the expenditure can be effected for legislation, civil government, literary, scientific and benevolent institutions, and charges on revenue; but, on the other hand, the expenditure for the administration of justice, reformatory institutions and lunatic asylums will gradually increase from year to year.

As the companies now constructing railways become entitled to their subsidies, new issues of debentures will have to be made, which will increase the charge for interest. Within the next five or six years the charge for interest will be thus increased by at least \$75,000 a year.

It is true that the receipts from municipal contributions towards the support of lunatics and prisoners will gradually increase; but such increase in the revenue will not keep pace with the increase in the expenditure.

The Treasurer expects that the receipts, ordinary and extraordinary, will more than balance the expenditure for the next fiscal year; but the ordinary revenue is actually insufficient to meet the wants of the Provincial Government.

It therefore becomes necessary to increase the revenue of the Province.

When the Confederation of the Provinces was established, the right to levy Customs and Excise duties was transferred to the Dominion Government, but at the same time a certain proportion of these duties were allowed to the Provinces, to enable them to meet the expenses of local government, and particularly the cost of the administration of justice and the maintenance of asylums and hospitals. This proportion was 80 cents per head of the population, being in, 1868, 21½ per cent. of the receipts from those sources.

In the Province of Quebec, justice and asylums cost, in 1868, \$420,182; in 1871, \$481,247, and in 1881, \$651,318, being an increase in 1871 of \$61,065, and in 1881 of \$231,136.

In the Province of Ontario the expenditure for the administration of justice was \$182,621, in 1871, and \$251,119, in 1881, and the expenditure for the maintenance of public institutions, including asylums for lunatics and for the deaf and dumb and reformatory institutions, was \$171,423, in 1871, and \$551,663 in 1881.

The fact is that the expenditure under these two heads is uncontrolable, and follows closely the increase of the population.

The British North America Act declares that the subsidy of 80 cents per head, payable to Ontario and Quebec, is to be calculated according to the census of 1861; but it stipulates that the subsidy of Nova Scotia and New Brunswick shall be calculated according to each subsequent decennial census until the population of each of these two Province shall have attained 400,000 souls. The subsidy payable to Manitoba, Prince Edward Island and British Columbia is also calculated on each subsequent decennial census until their population respectively shall have attained 400,000 souls.

As the expenditure of the Provinces of Quebec and Ontario for justice and asylums increases with the population, the subsidy of 80 cents per head should be calculated as in the case of the other Provinces, according to each subsequent decennial census.

If this were done, the increase in the case of the Province of Quebec would be \$63,960 for the decade commencing in 1871, and \$197,968 for that commencing in 1881. The increase in each case follows approximately the increased expenditure for justice and asylums.

The percentage of the subsidy for all the Provinces, if calculated on the basis of the last census, would be 14½ per cent. of the revenue derived from Customs and Excise, being 7 per cent. less than the percentage of 1868.

The Province of Quebec has expended, since Confederation, the sum of \$14,945,271.92 for railways. Its funded debt has been created solely to meet this expenditure; and \$1,725,751.45 of the loan recently authorized is to provide for the payment of subsidies to railways now in course of construction.

The interest for the next fiscal year on the funded debt amounts to \$820,312.50, from which, however, is to be deducted the sum of \$380,000.00, representing the interest on the price of the sale of the Government railway, leaving a balance of \$440,312.50.

When, in a short time, all the money subsidies have been earned, the annual charge on the Provincial Budget for interest on the funded debt will amount to over \$500,000.

It will be observed from the foregoing statement that the financial difficulties of Quebec result largely from the determination of that Province to aid in the development of enterprises, not only of a local character, but of others, of a nature calculated to increase the importance and utility of some of our national undertakings. Another large source of annual expenditure arises from the administration of criminal justice. The legislation regarding this subject is determined by the Parliament of Canada, and it does seem but fair and right that some measure of relief should be afforded the Province in the payment of these expenses.

In the Budget of the fiscal year commencing the first of July next, the following sums are included for services connected with the administration of criminal justice, viz. :—

1st. Salaries and offices of the Judges of the Sessions of the Peace and Police Magistrates at Quebec and Montreal.....	\$ 16,200
2nd. Reformatory Prisons at Montreal and Sherbrooke..	47,500
3rd. Reformatory and Industrial Schools.....	18,000
4th. Crown Prosecutors.....	10,000
5th. Payments through Sheriffs for costs of Criminal Justice.....	175,000
6th. Coroners.....	9,100
7th. District Magistrates.....	12,600
	<u>\$288,400</u>

While acknowledging that the great expenditure made by the Dominion for railways has contributed largely to the advancement and prosperity of the whole country, nevertheless I feel constrained to assert that the Province of Quebec has derived less material advantages from this expenditure than any of the other Provinces.

I feel less hesitation and more assurance in urging upon your attention the claims of the Province of Quebec, from the fact that our Province has, from the early days of Confederation, and invariably when the occasion required it, supported the Federal authorities in whatever concession it was deemed desirable to make to satisfy the other Provinces of the Confederation, and thus, while maintaining the local institutions of each Province, to ensure for all time to come, on a sure and certain basis, the preservation of the Federal principle.

The people of Quebec, by their representatives in Parliament, cordially and heartily gave their assent and united support to the propositions which were made to enable several of the Provinces to maintain their respective local Governments; and in this the press of Quebec, reflecting public opinion there, endorsed the action so taken.

The time has now arrived in Quebec's history when an appeal for aid, in such form as the Federal Executive may in its wisdom determine, has to be made; and I doubt not that the representatives of the other Provinces in the Federal Council will lend a willing ear to the appeal now being made on behalf of the Province of Quebec for the maintenance of her local institutions.

J. A. MOUSSEAU.

QUEBEC, 24th April, 1883.

RETURN

(71)

To an ORDER of the HOUSE OF COMMONS, dated 29th January, 1884;—For a Statement showing the number of seizures made at each Port of Entry in the Dominion during the last fiscal year; also, during the six months ending the 31st December last; the amount of Fines exacted at each Port during each of the said periods, and the manner in which the said Fines were disposed of, giving the names of the Officers receiving any portion thereof, and the amount received by each of such Officers of the said fund.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th February, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is printed for distribution only]*

RETURN

(71a)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For copies of the Reports and Correspondence respecting the seizure of Coal Oil Barrels at Sandwich, Windsor and Walkerville.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
20th February, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is not printed.]*

RETURN

(71b)

To an ORDER of the HOUSE OF COMMONS, dated 2nd April, 1883;—For copies of all Documents and Correspondence relating to the seizure of Tobacco from the brig "*Adeline*," and the enquiry held the 17th to 21st May, 1881, at the request of Messrs. Lemesurier et Fils, respecting the said seizure.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
23rd May, 1883.

Secretary of State.

RETURN

(72)

To an ORDER of the HOUSE OF COMMONS, dated 1st February, 1884;—For a Return showing name and location of such Islands as are leased in Lake Ontario and the St. Lawrence River.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
13th February, 1884.

Secretary of State.

RETURN

(73)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st February, 1883;—For copies of all Orders in Council and Departmental Orders, not already brought down, on the subject of Grinding in Bond, or of the Regulations for Grinding in Bond, or for the Import of Wheat and Flour of United States growth or manufacture; also, for all Correspondence with the authorities of the United States, on the subject of the transport of Canadian Wheat into or through the United States, and of all Regulations of the United States Customs authorities affecting such transport.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(74)

To an ORDER of the HOUSE OF COMMONS, dated 5th March, 1883;—For copies of all Papers, Reports of Engineers, Petitions and Correspondence relating to the building of a Breakwater at Indian Harbor, Guysboro' County, Nova Scotia.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
4th February, 1884.

Secretary of State.

RETURN

(75)

To an ADDRESS of the HOUSE OF COMMONS, dated 29th January, 1884;—For copies of all Orders in Council, Correspondence, Memorials and Representations on the subject of the bounty on Manufactures of Iron.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(76)

To an ADDRESS to the HOUSE OF COMMONS, dated 25th January, 1884;—For copies of all Orders in Council, Correspondence, Commission and Instructions, touching the appointment of the present High Commissioner of Canada, in London; and touching the discharge of the duties of the Minister of Railways during his absence in England as High Commissioner; and touching the discharge of the duties of the High Commissioner, during his absence in Canada, as Minister of Railways.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
19th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

RETURN

(76a)

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884;---For copies of all Correspondence relating to any Payments, Claims or Allowances, on any account whatever, in respect of the Office of High Commissioner, not already brought down; and separate Statements, in detail, with dates and sums of all Payments made on any such accounts in respect of the Office, during its tenure by Sir A. T. Galt, and by the present incumbent, respectively; and an Estimate, in detail, of all sums payable on any such accounts, up to this date, and and yet unpaid; also for copies of Correspondence as to the letting of a Residence for the High Commissioner, and Statement of the terms and sums payable for Rent, Taxes and other charges in respect of such Residence, and the date of the letting.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th February, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is printed for distribution only.]*

RETURN

(76b)

[IN PART.]

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884;—For copies of all Correspondence relating to any Payments, Claims or Allowances on any account whatever, in respect of the Office of High Commissioner, not already brought down, and separate Statements, in detail, with dates and sums of all Payments made on any such Accounts in respect of the Office during its tenure by Sir A. T. Galt and by the present incumbent, respectively, and an Estimate, in detail, of all sums payable on any such Accounts, up to this date, and yet unpaid; also, for copies of Correspondence as to the letting of a Residence for the High Commissioner, and a Statement of the terms, and of the sums payable for Rent, Taxes and other charges in respect of such Residence, and the date of the letting.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is not printed.]*

RETURN

(76c.)

To an ORDER of the HOUSE OF COMMONS, date 25th January, 1884 ;—For Copies of all Reports of the High Commissioner on the subject of Immigration to Canada, not already brought down.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

SUPPLEMENTARY RETURN

(76d)

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884 ;—For copies of all Correspondence relating to any Payments, Claims or Allowances on any account whatever, in respect of the Office of High Commissioner, not already brought down, and separate Statements, in detail, with dates, and sums of all Payments made on any such Accounts in respect of the Office, during its tenure by Sir A. T. Galt and by the present incumbent respectively, and an Estimate, in detail, of all sums payable on any such Accounts, up to this date, and yet unpaid ; also, for copies of Correspondence as to the letting of a Residence for the High Commissioner, and Statement of the terms and of the sums payable for Rent, Taxes and other charges in respect of such Residence, and the date of the letting.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
21st March, 1884.

Secretary of State

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(76e)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For a copy of the Letter of the Minister of Agriculture, of the 5th of July, and of all Cablegrams addressed to the High Commissioner, calling his attention to the demand existing in Canada for the Laboring Classes, and informing him that notwithstanding the large immigration which has taken place, the requirements are still unsatisfied; also, copies of special Circulars issued by the Steamship Companies, quoting the Minister's Cable Messages by request of the High Commissioner. Also, copies of the cuttings from the London Newspapers on the subject, forwarded by the High Commissioner; also, copies of all Cablegrams from Canada, and cuttings from Canadian Newspapers, transmitted to England, and all Correspondence obtainable on the subject of the labor demand in this Country.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
2nd April, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(77)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884, for Copies;—

1. Of the Oath or Oaths required to be taken by Governors General of Canada, and taken by them before entering upon the exercise of their office as Governor.
2. Of the Oath or Oaths required to be taken by Lieutenant Governors of the Province of Quebec, and taken by them before entering upon the discharge of their duties as such.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
19th February, 1884.

PRIVY COUNCIL, CANADA, OTTAWA, 19th February, 1884.

SIR,—I have the honor to transmit herewith a copy of the oaths required to be taken by Governors General of Canada, and taken by them before entering upon the exercise of their office as Governor, which oaths are subscribed in accordance with the Imperial Statutes (21 and 22 Vic, cap. 48.)

Also, herewith, you will please find the oaths required to be taken by Lieutenant Governors of the Province of Quebec, and to be taken by them before entering upon the discharge of their duties as such. These oaths are subscribed in conformity with section 61 of the British North America Act.

I have the honor to be, Sir, your obedient servant,

JOHN J. MCGEE, *Clerk Privy Council.*

GRANT POWELL, Under Secretary of State.

GOVERNOR GENERAL.

Oath of Allegiance.

I, _____, do swear, that I will be faithful and bear true allegiance to Her Majesty Queen Victoria, and will defend Her to the utmost of my power against all conspiracies and attempts whatever which shall be made against Her Person, Crown, or Dignity, and I will do my utmost endeavor to disclose and make known to Her Majesty, Her Heir and Successors, all treasons and traitorous conspiracies which may be formed against Her or them; and I do faithfully promise to maintain, support and defend, to the utmost of my power, the Succession of the Crown, which Succession, by an Act entitled: "*An Act for the further Limitation of the Crown and better securing the Rights and Liberties of the Subject,*" is and stands limited to the Princess Sophia, Electress of Hanover, and the Heirs of Her Body being Protestants, hereby utterly renouncing and adjuring any obedience or allegiance unto any other person claiming or pretending a right to the Crown of this Realm; and I do declare, that no foreign prince, person, prelate, State or potentate hath or ought to have any jurisdiction, power, superiority, pre-eminence, or authority, ecclesiastical or spiritual, within this Realm; and I make this declaration upon the true faith of a Christian: So help me God.

Oaths of Office.

1st. You shall well and truly execute the office and trust of Her Majesty's Governor General of Canada, and the Territories depending thereon, and duly and impartially administer justice therein: So help you God.

2nd. You shall do your utmost endeavor that all the clauses, matters and things contained in the several Acts of Parliament heretofore passed and now in force, relating to trade and Her Majesty's Colonies and Plantations, be punctually and *bond fide* observed, according to the true intent and meaning thereof: So help you God.

3rd. You shall well and truly execute the office of Keeper of the Great Seal of Her Majesty's Dominion of Canada, according to the best of your knowledge and ability: So help you God.

The foregoing oaths were taken and sub-
scribed by His Excellency _____
as Governor General of Canada, }
before _____, being duly em- }
powered to administer the said oaths }

GOVERNMENT HOUSE, OTTAWA,

LIEUTENANT GOVERNOR, PROVINCE OF QUEBEC.

Oath of Allegiance.

I, _____, do swear, that I will be faithful and bear true Allegiance to Her Majesty Queen Victoria, and will defend her to the utmost of my power against all conspiracies and attempts whatever which shall be made against Her Person,

Crown or Dignity, and I will do my utmost endeavor to disclose and make known to Her Majesty, Her Heirs and Successors, all treasons and traitorous conspiracies which may be formed against Her or them; and I do faithfully promise to maintain, support and defend, to the utmost of my power, the Succession of the Crown, which Succession, by an Act intituled, "*An Act for the further Limitation of the Crown, and better securing the Rights and Liberties of the Subject,*" is and stands limited to the Princess Sophia, Electress of Hanover, and the Heirs of Her Body being Protestants, hereby utterly renouncing and abjuring any obedience or allegiance unto any other person claiming or pretending a right to the Crown of this Realm; and I do declare, that no foreign prince, person, prelate, State or potentate hath or ought to have any jurisdiction, power, superiority, pre-eminence or authority, ecclesiastical or spiritual, within this Realm; and I make this declaration upon the true faith of a Christian: So help me God.

Oaths of Office.

1st. You shall well and truly execute the office and trust of Lieutenant Governor of the Province of Quebec, and the territories depending thereon, and duly and impartially administer justice therein: So help you God

2nd. You shall do your utmost endeavor that all the clauses, matters and things contained in the several Acts of Parliaments heretofore passed and now in force relating to trade and Her Majesty's Colonies and Plantations, be punctually and *bona fide* observed, according to the true intent and meaning thereof: So help you God.

3rd. You shall well and truly execute the office of Keeper of the Great Seal of Her Majesty's Province of Quebec, according to the best of your knowledge and ability: So help you God.

Sworn before His Excellency, the Governor-General }
in Council, at the day of }

RETURN

(No. 77a)

- To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884:—For Copies, 1. Of the Commission appointing His Excellency the Governor General of Canada.
2. Of the Oath and Oaths required to be taken, and under what Law to be taken, and taken before assuming the duties of his Office.—(See *Return No. 77.*)
3. Of such instructions accompanying the Commission of His Excellency, as may, under the Rules and Regulations of the Colonial Office, be communicated to this House.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State.
4th March, 1884.

Secretary of State.

CANADA.

COMMISSION passed under the Royal Sign Manual and Signet, appointing The Most Honorable The Marquis of Lansdowne to be Governor General of the Dominion of Canada, dated 18th August, 1883.

VICTORIA R. :

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, Empress of India: To Our Right Trusty and Entirely beloved Cousin, Henry Charles Keith, Marquis of Lansdowne.

GREETING :

Appointment of the Most Honorable The Marquis of Lansdowne as Governor General.

We do, by this Our Commission, under Our Sign Manual and Signet appoint you, the said Henry Charles Keith, Marquis of Lansdowne, to be, during Our pleasure, Our Governor General in and over Our Dominion of Canada, with all the powers, rights, privileges, and advantages to the said office belonging or appertaining.

Recites Letters Patent, dated 5th October, 1878, constituting the office of Governor General.

2. And We do hereby authorize, empower, and command you to exercise and perform all and singular the powers and directions contained in Our Letters Patent, under the Great Seal of Our United Kingdom of Great Britain and Ireland, constituting the office of Governor General, bearing date at Westminster, the 5th day of October, 1878, in the forty-second year of Our Reign, according to such orders and instructions as Our Governor General for the time being hath already received from Us, or as you shall hereafter receive from Us.

Commission appointing The Marquis of Lorne, K. T., G. C. M. G., as Governor General, dated 7th October, 1878, superseded.

3. And further, We do hereby appoint that so soon as you shall have taken the prescribed oaths, and have entered upon the duties of your office, this Our present Commission shall supersede Our Commission under Our Sign Manual and Signet, bearing date the 7th day of October, 1878, in the forty-second year of Our Reign, appointing Our Right Trusty and Well-beloved Councillor, Sir John Douglas Sutherland Campbell (commonly called the Marquis of Lorne), Knight of Our Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George, to be Our Governor General of Our Dominion of Canada.

Officers, &c., to obey the Governor General.

4. And be do hereby command all and singular Our officers, Ministers and loving subjects in Our said Dominion, and all others whom it may concern, to take due notice thereof, and to give their ready obedience accordingly.

Given at Our Court at Osborne House, Isle of Wight, this 18th day of August, 1883, in the forty-seventh year of Our Reign.

By Her Majesty's command,

DERBY.

CANADA.

DRAFT OF INSTRUCTIONS passed under the Royal Sign Manual and Signet to the Governor General of the Dominion of Canada. Dated 5th October, 1868.

VICTORIA R.

Instructions to Our Governor General in and over Our Dominion of Canada, or, in his absence, to Our Lieutenant Governor or the officer for the time being administering the Government of Our said Dominion.

Given at Our Court, at Balmoral, this 5th day of October, 1878, in the forty-second year of Our Reign.

Preamble.

Recites Letters Patent, dated, 5th October, 1878, constituting the office of Governor General.

Whereas by certain letters patent bearing even date herewith, We have constituted, ordered and declared that there shall be a Governor General (hereinafter called Our said Governor General) in and over Our Dominion of Canada (hereinafter called Our said Dominion). And We have thereby authorized and commanded Our said Governor General to do and execute, in due manner, all things that shall belong to his said command, and to the trust we have reposed in him, according to the several powers and authorities granted or appointed him by virtue of the said letters patent and of such commission as may be issued to him under Our Sign

Manual and Signet, and accordiug to such instructions as may, from time to time, be given to him under Our Sign Manual and Signet, or by Our Order in Our Privy Council, or by Us through one of Our Principal Secretaries of State, and to such laws as are or shall hereafter be in force in Our said Dominion. Now, therefore, We do, by these Our instructions under Our Sign Manual and Signet, declare Our pleasure to be that Our said Governor General, for the time being, shall, with all due solemnity, cause Our commission, under Our Sign-Manual and Signet, appointing Our said Governor General for the time being, to be read and published in the presence of the Chief Justice for the time being, or other Judge of the Supreme Court of Our said Dominion, and of the members of the Privy Council in Our said Dominion: And we do further declare Our pleasure to be that Our said Governor General, and every other officer appointed to administer the Government of Our said Dominion, shall take the oath of allegiance in the form provided by an Act passed in the Session holden in the thirty-first and thirty-second years of Our Reign, intituled: "An Act to amend the Law relating to Promissory Oaths;" and likewise that he or they shall take the usual oath for the due execution of the Office of Our Governor General in and over Our said Dominion, and for the due and impartial administration of justice; which oaths the said Chief Justice for the time being of Our said Dominion, or, in his absence, or in the event of his being otherwise incapacitated, any Judge of the Supreme Court of Our said Dominion shall, and he is hereby required to tender and administer under him or them.

Publication of Governor General's Commission.

Oaths to be taken by Governor General, &c.

Imperial Act, 31 and 32 Victoria, chapter 72.

being of Our said Dominion, or, in his absence, or in the event of his being otherwise incapacitated, any Judge of the Supreme Court of Our said Dominion shall, and he is hereby required to tender and administer under him or them.

Oaths to be administered by the Governor General.

2. And We do authorize and require Our said Governor General, from time to time, by himself or by any other person to be authorized by him in that behalf, to administer to all and to every persons or person, as he shall think fit, who shall hold any office or place of trust or profit in Our said Dominion, the said oath of allegiance, together with such other oath or oaths as may from time to time be prescribed by any laws or statutes in that behalf made and provided.

Governor General to communicate instructions to the Privy Council of the Dominion.

3. And We do require Our said Governor General to communicate forthwith to the Privy Council for Our said Dominion these Our instructions, and likewise all such others, from time to time, as he shall find convenient for Our service to be imparted to them.

Laws sent home to have marginal abstracts.

4. Our said Governor General is to take care that all laws assented to by him in Our name, or reserved for the signification of Our pleasure, thereon, shall, when transmitted by him, be fairly abstracted in the margins, and be accompanied, in such cases as may seem to him necessary, with such explanatory observations as may be required to exhibit and occasions for proposing such laws; and he shall also transmit fair copies of the Journals and Minutes of the proceedings of the Parliament of Our said Dominion, which he is to require from the clerks, or other proper officers in that behalf, of the said Parliament.

the reasons

Journals and minutes.

Grant of pardons.

5. And we do further authorize and empower Our said Governor General, as he shall see occasion, in Our name and on Our behalf, when any crime has been committed for which the offender may be tried

within Our said Dominion, to grant a pardon to any accomplice, not being the actual perpetrator of such crime, who shall give such information as shall lead to the conviction of the principal offender; and further, to grant to any offender convicted of any crime in any court, or before any judge, justice or magistrate, within Our said Dominion, a pardon, either free or subject to lawful conditions, or any respite of the execution of the sentence of any such offender, for such period as to Our said Governor General may seem fit, and to remit any fines, penalties or forfeitures which may become due and payable to us. Provided always, that Our said Governor General shall not, in any case, except where the offence has been of a political nature, make it a condition of any pardon or remission of sentence that the offender shall be banished from or shall absent himself from Our said Dominion. And We do hereby direct and enjoin that Our said Governor General shall not pardon or relieve any such offender without first receiving, in capital cases, the advice of the Privy Council for Our said Dominion, and, in other cases, the advice of one, at least, of his Ministers; and in any case in which such pardon or relieve might directly affect the interests of Our Empire, or of any country or place beyond the jurisdiction of the Government of Our said Dominion, Our said Governor General shall, before deciding as to either pardon or relieve, take those specially into his own personal consideration in conjunction with such advice as aforesaid.

6. And whereas great prejudice may happen to Our service, and to the security of Our said Dominion, by the absence of Our said Governor General, he shall not, upon any pretence whatever, quit Our said Dominion without having first obtained leave from Us for so doing, under our Sign Manual and Signet, or through one of Our Principal Secretaries of State.

V. R.

RETURN

(77b)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884;—
For copies of:—

1. Of the Commission appointing the several Lieutenant Governors of the Province of Quebec, to wit: Sir Narcisse Fortunat Belleau, René Edouard Caron, Luc Letellier de St. Just and His Honor Théodore Robitaille.
2. Of the Oath and Oaths required by Law, and under what Law to be taken, and taken by them, before assuming the duties of such Office, respectively. (*See Return No. 77.*)
3. Of such Instructions accompanying the respective Commissions, and such other Instructions as may, from time to time, have been communicated to them, respectively.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
4th March, 1884.

COMMISSION appointing the Honorable Sir Narcisse F. Belleau, to be Lieutenant Governor of the Province of Quebec.—Recorded 2nd July, 1867. Hector L. Langevin, Secretary of State.

MONCK.—DOMINION OF CANADA.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.
To the Honorable Sir Narcisse Fortunat Belleau, Knight.

GREETING:

Know you, that We, reposing especial trust and confidence in the prudence, courage and loyalty of you, the said Narcisse Fortunat Belleau, of Our especial grace, certain knowledge and mere motion, have thought fit to constitute and appoint you to be, during the pleasure Our Governor General of Our Dominion of Canada, Our Lieutenant Governor of Our Province of Quebec, one of the Provinces of Our said Dominion of Canada.

And We do hereby authorize, empower, require and command you in due manner to do and execute in all things that shall belong to your said command, and the trust that We have reposed in you, according to the several powers, provisions and directions granted or appointed you by virtue of this Our Commission, and of a certain Act of Our Imperial Parliament, made and passed in the thirteenth year of Our Reign, intituled: "An Act for the union of Canada, Nova Scotia and New Brunswick, and the Government thereof, and for purposes connected therewith," and according to such instructions as are herewith given to you, or which may, from time to time, be given to you, in respect of the said Province of Quebec, under the Sign Manual of Our Governor General of Our Dominion of Canada, or by Our Order in Our Privy Council of Canada, or by Us, through one of Our Privy Council for Canada, and according to such laws as are or shall be in force in our Province of Quebec.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Canada to be hereunto affixed: Witness, Our Right Trusty and well beloved Cousin, the Right Honorable Charles Stanley, Viscount Monk, Baron Monk of Ballytrammon, in the County of Wexford, in the Peerage of Ireland, and Baron Monk of Ballytrammon, in the County of Wexford, in the Peerage of the United Kingdom of Great Britain and Ireland, Governor General of Canada, &c., &c., &c.

At Ottawa, this first day of July, in the year of Our Lord one thousand eight hundred and sixty-seven, and in the thirty-first of Our Reign.

By Command,

HECTOR L. LANGVIN, *Secretary of State.*

COMMISSION re-appointing the Honorable Sir Narcisse Fortunat Belleau to be Lieutenant Governor of the Province of Quebec.—Recorded 17th February, 1868. Hector L. Langevin, Secretary of State and Registrar of Canada.

MONCK.—CANADA.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.
To the Honorable Sir Narcisse Fortunat Belleau, Knight:

GREETING:

Whereas you, the said Sir Narcisse Fortunat Belleau, were, before the commencement of the first Session of Our Parliament of Our Dominion of Canada, and in accordance with the fifty-eighth section of a certain Act of Our Imperial Parliament, made and passed in the thirtieth year of Our Reign, and intituled: "An Act for the Union of Canada, Nova Scotia and New Brunswick and the Government thereof, and for purposes connected therewith," appointed by Our Letters Patent under the Great Seal of Our Dominion, bearing date on the first day of July, now last past, to be the Lieutenant Governor of Our Province of Quebec, one of the Provinces of Our said Dominion, during the pleasure of Our Governor General of Our said Dominion.

And whereas such first Session of the Parliament of Our said Dominion commenced on the sixth day of November, now last past,

And whereas we are desirous of re-appointing you, the said Sir Narcisse Fortunat Belleau, under the fifty-ninth section of the said Act above mentioned, to be Our Lieutenant Governor of Our said Province of Quebec.

Now know ye, that We, reposing special trust and confidence in the prudence, courage and loyalty of you, the said Sir Narcisse Fortunat Belleau, of our especial grace, certain knowledge and mere motion, have thought fit to constitute and appoint you. And in accordance with the provisions of the fifty-ninth section of the said Act, do hereby appoint you to be, during Our pleasure, Our Lieutenant Governor of Our Province of Quebec.

And We do hereby authorize and empower, require and command you, in due manner, to do and execute in all things that shall belong to your said command, and the trust We have reposed in you, according to the several provisions and directions granted or appointed you, by virtue of this Our Commission, and of the said Act above mentioned, according to such instructions as are herewith given to you, or which may from time to time be given to you in respect of Our said Province of Quebec, under the Sign Manual of Our Governor General of Our said Dominion of Canada, or by Us through one of Our Privy Council of Canada, and according to such laws as are or shall be in force within Our said Province of Quebec.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Canada to be hereunto affixed. Witness, Our Right Trusty and well-beloved Cousin the Right Honorable Charles Stanley, Viscount Monck, Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of Ireland, and Baron Monck of Ballytrammon, in the County of Wexford, in the Peerage of the United Kingdom of Great Britain and Ireland, Governor General of Canada, &c., &c.

At Our Government House, in Our City of Ottawa, this thirty-first day of January, in the year of Our Lord, one thousand eight hundred and sixty-eight, and in the thirty-first year of Our Reign.

By Command,

HECTOR L. LANGEVIN, *Secretary of State.*

JOHN A. MACDONALD, Attorney General, Canada.

COMMISSION appointing the Honorable René Edouard Caron, Lieutenant Governor of the Province of Quebec.—Dated 11th February, 1873, J. C. Aikins, Secretary of State and Registrar General of Canada.

DUFFERIN.—CANADA.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To the Honorable René Edouard Caron, of the City of Quebec, in the Province of Quebec, in Our Dominion of Canada,

GREETING :

Whereas, We did, by certain Letters Patent, under the Great Seal of our Dominion of Canada, bearing date at the City of Ottawa, the thirty-first day of January, in the year of Our Lord, one thousand eight hundred and sixty-eight, in the thirty-first year of Our Reign, appoint the Honorable Narcisse Fortunat Belleau, Knight, to be Lieutenant-Governor of the Province of Quebec, for and during Our will and pleasure, as upon relation being had to the said recited Letters Patent, will more fully and at large appear.

Now, know you, that We have revoked and determined, and by these presents do revoke and determine the said recited Letter Patent, and every clause, article and thing therein contained.

And further know you, that We, reposing a special trust and confidence in the prudence, courage, loyalty and integrity of you, the said René Edouard Caron, of Our especial grace, certain knowledge and mere motion, have thought fit to constitute

and appoint you, and in accordance with the provisions of the Act of the Parliament of the United Kingdom of Great Britain and Ireland, passed in the thirtieth year of Our Reign, intituled: "The British North America Act of 1867," do hereby constitute and appoint you to be the Lieutenant-Governor in and over the Province of Quebec, during the will and pleasure of Our Governor General of Canada.

And We do hereby authorize and empower, and require and command you, in due manner, to do and execute all things that shall belong to your said command, and the trust We have reposed in you, according to the several provisions and directions granted or appointed you by virtue of this Our Commission, and of the Act above mentioned, according to such instructions as are herewith given to you, or which may, from time to time, be given to you in respect of the said Province of Quebec, under the Sign Manuel of Our Governor General of Our said Dominion of Canada, or by order of Our Privy Council of Canada, and according to such laws as are or shall be in force within the said Province of Quebec.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent, and the Great Seal of Canada to be hereunto affixed.

Witness Our Right, Trusty and Well-beloved Cousin and Councillor, the Right Honorable Sir Frederic Temple, Earl of Dufferin, Viscount and Baron Clandeboye, of Clandeboye, in the County Down, in the Peerage of the United Kingdom, Baron Dufferin and Clandeboye, of Ballyleidy and Killeleagh, in the County Down, in the Peerage of Ireland, and a Baronet, Knight of Our Most Illustrious Order of Saint Patrick, and Knight Commander of Our Most Honorable Order of the Bath, Governor General of Canada, and Governor and Commander-in-Chief in and over the Island of Prince Edward, and Vice-Admiral of Canada and Prince Edward.

At Our Government House in Our City of Ottawa, this eleventh day of February, in the year of our Lord one thousand eight hundred and seventy-three, and in the thirty-sixth year of Our Reign.

By Command,

J. C. AIKINS, *Secretary of State.*

JOHN A. MACDONALD, Attorney General, Canada.

COMMISSION appointing the Honorable Luc Letellier de St. Just Lieutenant Governor of the Province of Quebec. Dated 15th December, 1876.—Recorded 15th December, 1876.

DUFFERIN—CANADA.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To the Honorable Luc Letillier de St. Just, of the City of Ottawa, in Our Dominion of Canada, one of our Privy Council for Canada:

GREETING.

Whereas, we did, by certain Letters Patent under the Great Seal of Our Dominion of Canada, bearing date at the City of Ottawa, the eleventh day of February, one thousand eight hundred and seventy three, in the thirty-sixth year of Our Reign, appoint the Honorable René Edouard Caron to be Lieutenant Governor of the Province of Quebec, for and during Our will and pleasure, as upon relation being had to the said recited Letters Patent will more fully and at large appear.

And, whereas, the said the Honorable René Edouard Caron has since died, and We have thought fit to appoint you to be such Lieutenant Governor in his stead.

Now know you, that We, reposing special trust and confidence in the prudence, courage, loyalty and integrity of you, the said the Honorable Luc Letellier de St. Just, of Our special grace, certain knowledge and mere motion, have thought fit to constitute and appoint you, and in accordance with the provisions of the Act of the Parliament of the United Kingdom of Great Britain and Ireland, passed in the

thirtieth year of Our Reign, intituled: "The British North America Act, 1867," do hereby constitute and appoint you to be the Lieutenant Governor in and over the Province of Quebec, during the will and pleasure of Our Governor General of Canada.

And We do hereby authorize and empower and require and command you, in due manner, to do and execute all things that shall belong to your said command, and the trust We have reposed in you, according to the several provisions and directions granted or appointed you by virtue of this Our Commission, and of the Act above mentioned, according to such instructions as are herewith given to you, or which may, from time to time, be given to you in respect of the said Province of Quebec, under the Sign Manual of Our Governor General of Our said Dominion of Canada, or by order of Our Privy Council of Canada, and according to such laws as are or shall be in force within the said Province of Quebec.

IN TESTIMONY WHEREOF, we have caused these, Our Letters, to be made Patent, and the Great Seal of Canada to be hereunto affixed, Witness: Our Right Trusty, and Well-beloved Cousin and Councillor the Right Honorable Sir Frederic Temple, Earl of Dufferin, Viscount and Baron Clandeboye, of Clandeboye, in the County Down, in the Peerage of the United Kingdom, Baron Dufferin and Clandeboye, of Ballyleidy and Killeleagh, in the County Down, in the Peerage of Ireland, and a Baronet, Knight of Our Most Illustrious Order of Saint Patrick, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George, and Knight Commander of Our Most Honorable Order of the Bath, Governor General of Canada, and Vice-Admiral of the same.

At Our Government House, in Our City of Ottawa, this fifteenth day of December, in the year of Our Lord, one thousand eight hundred and seventy-six, and in the fortieth year of Our Reign.

By Command,

EDWARD BLAKE, Attorney General, Canada. R. W. SCOTT, *Secretary of State.*

COMMISSION appointing the Honorable Théodore Robitaille, Lieutenant Governor of the Province of Quebec.—Dated 26th July, 1879. Recorded 22nd September, 1879.

LORNE—CANADA.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c., &c.

To the Honorable Théodore Robitaille, of the City of Quebec, a Member of our Privy Council for Canada :

GREETING ;

Whereas, We did by certain Letters Patent, under the Great Seal of Our Dominion of Canada, bearing date at the City of Ottawa, the fifteenth day of December, one thousand eight hundred and seventy-six, in the fortieth year of Our Reign, appoint the Honorable Luc Letellier de St. Just to be Lieutenant-Governor of the Province of Quebec, for and during Our will and pleasure, as upon relation being had to the said recited Letters Patent will more fully and at large appear.

And, whereas, the said the Honorable Luc Letellier de St. Just has been removed from his said office, and We have thought fit to appoint you to be such Lieutenant-Governor in his stead.

Now, know you, that We reposing especial trust and confidence in the prudence, courage, loyalty and integrity of you the said the Honorable Théodore Robitaille, of Our especial grace, certain knowledge and mere motion, have thought fit to constitute and appoint you, and in accordance with the provisions of the Act of the Parliament of the United Kingdom of Great Britain and Ireland, passed in the thirtieth year of Our Reign, intituled: "The British North America Act, 1867," do hereby constitute and appoint you to be the Lieutenant-Governor in and over the Province of Quebec during the will and pleasure of Our Governor General of Canada.

And We do hereby authorize and empower and require and command you, in due manner, to do and execute all things that shall belong to your said command, and the trust We have reposed in you according to the several provisions and directions granted or appointed you, by virtue of this Our Commission, and of the Act above mentioned, according to such instructions as are herewith given to you, or which may, from time to time, be given to you in respect of the said Province of Quebec, under the Sign Manual of Our Governor General of Our said Dominion of Canada, or by order of Our Privy Council of Canada, and according to such laws as are, or shall be, in force within the said Province of Canada.

IN TESTIMONY WHEREOF, We have caused these Our Letters to be made Patent and the Great Seal of Canada to be hereunto affixed. Witness: Our Right Trusty and Well-beloved Councillor, Sir John Douglas Sutherland Campbell (commonly called the Marquis of Lorne), Knight of Our Most Ancient and Most Noble Order of the Thistle, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George, Governor General of Canada and Vice-Admiral of the same.

At Our Government House, in Our City of Ottawa, this twenty-sixth day of July, in the year of Our Lord, one thousand eight hundred and seventy-nine, and in the forty-third year of Our Reign.

By Command,

HECTOR L. LANGEVIN, *for Secretary of State.*

G. BABY, *for Attorney General, Canada.*

R E T U R N

(78)

To an ADDRESS of the HOUSE OF COMMONS, dated 1st February, 1884 ;—For copies of all Papers, Orders in Council and Correspondence relating to the arrest, in Canadian Territory, by a detachment of United States soldiers, of Henry Watson, said to be formerly a resident of the Province of Nova Scotia, and Franklin Switzer, said to be formerly a resident of Kingston, Ontario, and a person surnamed Ellsworth, who were alleged to have deserted from the United States Army.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(79)

To an ADDRESS of the HOUSE OF COMMONS, dated 14th February, 1884;—For copies of all Orders in Council, Departmental Orders, and Correspondence respecting the closing of the Indian Agent's Office, in Toronto, and the removal of the same to Ottawa, with a Statement showing the names of all parties since appointed to discharge the duties formerly performed by the Toronto Agency; the name of each such person appointed; the salary of each such person appointed; the names of the localities where stationed; the amount of money paid to the Indians by each; the number of families in each Agency; the date of each appointment, and the present business, if any, carried on by all such Agents.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
21st February, 1884.

Secretary of State.

RETURN

(79a)

To an ORDER of the HOUSE OF COMMONS, dated 31st January, 1884;—For copies of all Correspondence between the Superintendent of Indian Affairs, in British Columbia, or any other person, and the Dominion Government, respecting the recent troubles with the Indians at Metlakatla and Fort Simpson.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(80)

To an ORDER of the HOUSE OF COMMONS, dated 16th April, 1883;—For a Return showing the Metes and Bounds of each of the Electoral Divisions in Manitoba, as represented in this House; their number, their names and their population; also, the successful Candidates, and when their was a contest, the number of votes cast for each.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(81)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1883;—For copies of all Correspondence, not yet laid before it, between the Governments of Canada and British Columbia on the subject of the construction of the Esquimalt and Nanaimo Railway.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
25th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

RETURN

(82)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th January, 1884;—For a Return showing all Orders in Council or Departmental Orders, respecting the sale of Supply Farm No. 20, on Fish Creek, near Calgary, or authorizing the sale of said Farm. Also, a Return showing:—

1. The number of acres under cultivation in said Farm at the time of sale.
2. The buildings thereon, and the cost thereof.
3. All applications for the purchase of said Farm.
4. A copy of the Conveyance or Agreement entered into between the Government and the purchaser.
5. The price agreed to be paid for said Farm, and how paid or payable.
6. And copies of all Correspondence between the Government or the Department of the Interior, and any person, respecting said Farm and the sale thereof.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th February, 1884.

Secretary of State.

RETURN

(83)

To an ADDRESS of the HOUSE OF COMMONS, dated 1st February, 1884;—For copies of the Claim of Eustache Dorion, of the Village of Lauzon, Pilot, presented to the Dominion Arbitrators, in December last, of all Papers, Documents and Evidence forming part of the Record of the case, and a copy of the Award made by said Arbitrators. Copies of the Claim of Moise Leclerc, of the Village of Lauzon, Bailiff, presented to the Dominion Arbitrators, in December last, of all Papers, Documents and Evidence forming part of the Record in the case, with a copy of the Award rendered by the said Arbitrators.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(84)

To an ADDRESS of the HOUSE OF COMMONS, dated 29th January, 1884;—For copies of all Correspondence between the Government of Canada, and the Imperial Authorities, or with the Government of Manitoba, or any other parties, on the subject of the Navigation of the Hudson's Bay, not already brought down.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th February, 1884.

Secretary of State.

RETURN

(85)

To an ORDER of the HOUSE OF COMMONS, dated 23rd April, 1883;—For copies of all Correspondence, Papers and Departmental action with reference to the Claim of Roderick McLennan to Section 31, Township 21, Range 27 West, North-West Territory.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(86)

To an ORDER of the HOUSE OF COMMONS, dated 31st January, 1884;—For copies of all Representations by and Correspondence with the Manufacturers' Association, or the Trades and Labour Council, or any one on their behalf, or any other individuals or organizations, on the subject of the provisions of the proposed Factory Bill.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
25th February, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

GENERAL STATEMENTS

(87)

And Return of Baptisms, Marriages and Burials in various Districts, in the Province of Quebec, for year 1883.

RETURN

(88)

To an ORDER of the HOUSE OF COMMONS, dated 7th March, 1883:—For a copy of Advertisement asking for Tenders for the removal and rebuilding of the Drill Shed in the City of St. Thomas, Ontario; also, of Tenders received, marking the one accepted, with Statement of total cost of work done.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th February, 1884.

Secretary of State.

RETURN

(88a)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of the Contract awarded by the Government for the rebuilding of the Drill Shed at Montreal, and of all Reports made by the Government Architect on the state of the old Drill Shed, and the work to be done: also, copies of all Orders in Council, and Departmental Orders, modifying the terms of the Contract, and of all Correspondence between the Government and the Contractor for the said work, as well in relation to the work originally ordered, as to an increase of the work to be done on the said Drill Shed.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

[In accordance with the recommendations of the Joint Committee on Printing, the above General Statements and Returns are not printed.]

RETURN

(89)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—
For copies of all Correspondence between the Dominion Government and the Government of the Province of Quebec, and of all other Correspondence in relation to the School of Navigation at Quebec, and asking for a subsidy from the Dominion Government for the said School.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
29th February, 1884.

Secretary of State.

COPY

(90)

Of a Despatch, dated the 1st November, 1883, from the Lieutenant Governor of the North-West Territories, together with copies of the Ordinances passed at a Legislative Session of the Council of the North-West Territories, and transmitted in accordance with Section II. of "The North-West Territories Act, 1880."

[In accordance with the recommendation of the Joint Committee on Printing, the above Return and Copy are not printed.]

RETURN

(91)

To an ORDER of the HOUSE OF COMMONS, dated 7th May, 1883;—For copies of all Petitions, Letters and other Correspondence between the Government and any other parties, relating to the erection of Signal Stations at the Lighthouses, at North Cape and East Point, in the Province of Prince Edward Island, and the construction of two short lines of Telegraph, connecting the same with the Telegraph system of Prince Edward Island, and the Dominion of Canada, with a view to lessen the dangers of navigation in the Gulf of St. Lawrence.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

RETURN

(92)

To an ORDER of the HOUSE OF COMMONS, dated 31st January, 1884:—For a Statement, for each year since the change in the system, of the cost connected with the heating of Public Buildings (including Wages as well as Fuel) now paid under a lump Vote, such a Statement to show the cost under the same sub-headings as those in which it was formerly included in the Public Accounts, before the change of the system.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not Printed.]

RETURN

(93)

To an ORDER of the HOUSE OF COMMONS, dated 24th January, 1884;—For a Return giving the name of each City, Town, and Village in the Dominion of Canada, in which Public Buildings, consisting of Post Office or Custom House, or both, have been erected since 1st January, 1874; also, giving the name of each City and Town in the Dominion in which such Buildings are in course of erection, together with the cost and estimated cost of each, with a Statement showing the population in each such City, Town or Village; also, a Statement showing the Revenue derived from the Public Offices in each such City, Town or Village.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, is printed for distribution only.]

RETURN

(93a)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For copies of the Reports of Architects, in connection with the selection of a site for the Amherstburg Custom House and Post Office.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

RETURN

(93b)

To an ORDER of the HOUSE OF COMMONS, dated 31st January, 1884;—For a Return giving the name of the person or persons who offered to sell lands at Amherstburg to the Government for Custom House and Post Office Buildings, the quantity of land offered, and price asked by each; the name or names of the person or persons from whom the Government bought, the quantity of land bought and price paid.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State

RETURN

(93c)

To an ORDER of the HOUSE OF COMMONS, dated 4th February, 1884;—For copies of all Tenders, Reports and Correspondence relating to the construction of the Post Office and Custom House at St. Thomas, giving the amount expended to date; also, the names of all persons to whom any portion of the expenditure has been paid, together with the amount paid to each, and for what.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(94)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884—For copies of all Statements in reference to the collection and expenditure of the Revenue of the Port Stanley Harbor, showing, in detail, the Rolls collected on all articles, and in what localities, and for what works expenditure has been incurred, made by the Great Western Railway Company, under the terms of their Lease of that Harbor, and all Reports of Government Engineers in regard to the condition of that Harbor, and the manner in which the Company has fulfilled its obligations under its Lease since the date of the last Return.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.*Secretary of State.*

RETURN

(95)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For a Statement of the Amount expended in connection with the Public Building at Antigonish, from 1st November, 1881, to the 15th January, instant; giving the names of all persons to whom any portion of the expenditure had been paid, together with the Amount paid to each, and for what; also, copies of all Correspondence, relating to the Building, between the said dates.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.*Secretary of State.*

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(96)

To an ORDER of the HOUSE OF COMMONS, dated 4th February, 1884;—For copies of all Correspondence, and all Engineers' Reports for the past two years, regarding the Ingonish Breakwater.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

RETURN

(96a)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For copies of all Papers, Communications and Correspondence with the Government, or any Department thereof, in relation to the construction of a Breakwater at Point Escuminac, in the Bay of Miramichi, N.B.; also, all Reports, Surveys and Plans made by any Officer of the Government in relation thereto.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
6th March, 1884.

Secretary of State.

RETURN

(96b)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For a copy of Contract entered into by the Government and John Sinnot, for the building of a Breakwater at the mouth of St. Peter's Harbour, King's County, Prince Edward Island; Statement of all Amounts paid for the partial building of such work; also, the names of the Sureties and the name of the Inspector.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(97)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884;—
For copies of all Correspondence between the Dominion and the
Imperial Governments, in reference to the continued maintenance of
the Naval Station at Esquimalt, and the continuous presence of at
least one of Her Majesty's Ships in British Columbia waters.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is not printed.]*

RETURN

(98)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884;—
For copy of Order in Council, passed in September last, providing for
the payment of \$130,000 to the Government of British Columbia, on
account of Esquimalt Graving Dock reimbursements.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
6th March, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is printed for distribution only.]*

RETURN

(99)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For copies of Report of Surveys made with a view to dredging at Jemseg, Queen's County, N.B., and all Correspondence relating thereto; also, the names of persons employed in making said Surveys, and the Amount paid to each.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
6th March, 1884.

Secretary of State.

RETURN

(100)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For copies of all Reports of Surveys made with a view of improving the navigation of Swan Creek and Swan Creek Lake, Sunbury County, N. B., by dredging or otherwise, and all Correspondence referring thereto.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
11th March, 1884.

Secretary of State.

RETURN

(101)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For copies of all Correspondence with reference to Daniel McCourt, lately dismissed from his Office as Lock Tender on the Cornwall Canal, and all Papers in any way bearing upon the subject of his dismissal, including copy of any Letters or Reports of the Superintendent of the Canal, with a Statement of the date of Mr. McCourt's appointment, and his age at the time of his dismissal.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
5th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is not printed.]

RETURN

(102)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—For copies of all Minutes, or all Orders in Council, all Resolutions or Representations of the North-West Council, sent to the Government of Canada, or to the Minister of the Interior, on the subject of the Administration of the Affairs of the North-West Territories, and the complaints made by, and the grievances of the Inhabitants of such Territories; and copies of all Correspondence between the Government of Canada and the North-West Council, or the Lieutenant Governor of the North-West Territories, or any other person, on the same subjects.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
10th March, 1884.

RETURN

(103)

To an ADDRESS of the HOUSE OF COMMONS, dated 7th February, 1884;—For;

1. Copies of all Orders in Council, or Departmental Orders, and all Communications and Correspondence respecting the appointment of Samuel J. St. Onge Chapleau, as a Sheriff in the North-West Territories.
2. Copies of all Complaints or Charges made against the said Chapleau while he was an employee in the Department of Railways and Canals.
3. Copies of all Orders, Decisions or Resolutions of the said Department, dismissing or dispensing with the services of the said Chapleau.
4. Copies of such portions of the Evidence taken before the Railway Commission as relate to the conduct of said Chapleau, while he was such employee.
5. Copies of all Correspondence between the said Chapleau and the Government, or any Member of it, respecting the said Complaint and Charges, or respecting in any way his conduct while such employee; respecting his quitting the Public Service, and respecting his appointment as such Sheriff.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
8th March, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(104)

To an ADDRESS of the SENATE, dated 31st January, 1884;—For a copy of the Lease, in virtue of which the Richelieu and Ontario Navigation Company is in possession of the land upon which are built the Barracks, situated in the Town of Sorel, in the Province of Quebec.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
22nd February, 1884.

RETURN

(105)

To an ADDRESS of the HOUSE OF COMMONS, dated 2nd April, 1883;—For copies of all Petitions and Correspondence relative to the rights of Settlers or Squatters on the Railway Reserve, Vancouver Island.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
7th March, 1884.

RETURN

(106)

To an ORDER of the HOUSE OF COMMONS, dated 21st January, 1884;—For a Return showing (approximately) the number of Immigrants who are supposed to have settled in the Province of Ontario, in the years 1879, '80, '81, '82 and '83, respectively.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
10th March, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(106a)

To an ORDER of the HOUSE OF COMMONS, dated 14th February, 1884;—For a Return of the number and names of the Immigration Agents employed during the year 1883, the dates of their appointment, the length of time served during the year, the salary paid and the expenses allowed; also, the number still employed, their salary and expenses.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th March, 1884.

Secretary of State.

RETURN

(106b)

To an ORDER of the HOUSE OF COMMONS, dated 25th January, 1884;—For a Statement of the number of persons entering Manitoba, by Rail, during each month of the last calendar year; and of the number of persons leaving Manitoba, by Rail, during each such month; also, for copies of all Correspondence, Reports, Data, and Statements, on which are based the Estimates made by the Government of the number of Immigrants who have come from specified Countries and settled in each Province of Canada, and in the North-West Territories, during the year; and of the number of Canadians who have left each Province, or Territory, or Dominion, during the year.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing the above Returns are not printed.]

RETURN

(107)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;—
For copies of all Petitions or Papers asking for the placing of Lights
on the River St. Lawrence, North of the Island of Orleans, in the
County of Montmorency, in order to protect and facilitate navigation.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th March, 1884.

Secretary of State.

RETURN

(107a)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1884;—For
copies of all Correspondence in relation to the placing of Gas Floating
Lights in the River St. Lawrence, below Quebec, for the better guid-
ance of Steamers and Sailing Vessels navigating the said river.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th February, 1884.

Secretary of State.

RETURN

(108)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For
copies of all Correspondence regarding the purchase of Tents, during
1883, by the Department of Militia and Defence.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(108a)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For copies of all Correspondence, Tenders and Accounts, in connection with the purchase of Mocassins by the Department of Militia and Defence, during the year 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
29th March, 1884.

Secretary of State.

RETURN

(108b)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For a Return showing the number of Officers, Non-commissioned Officers and Men at present comprising "A," "B" and "C" Batteries, the Cavalry School and Schools of Infantry; also, Return giving the names of the Commissioned Officers of "A," "B" and "C" Batteries, the Cavalry School, and the three Infantry Schools, distinguishing such as are graduates of the Royal Military College; also, the dates of appointment of each, and the date of their Commissions in the Militia; also, showing their previous service and their qualifications, and indicating Provinces from which they came.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
12th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(108c)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For copies of all Accounts and Vouchers, including transport regulations, rendered by the Canadian Express Company to the Department of Militia and Defence, for transport during the months of May, June, July, August and September, of 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

RETURN

[IN PART.]

(108d)

To an ADDRESS of the HOUSE OF COMMONS, dated 10th March, 1884;—For copies of all Letters of Complaint respecting the conduct of Major-General Luard, at Cobourg, or elsewhere, sent by Lieut.-Col. A. T. Williams, M.P., or any person or persons, to the Government, or any Member thereof, together with copies of all Replies thereto, and of all Documents and other Correspondence, in the possession of the Government, relating to such matters, and all other Papers and Correspondence containing complaints against Major-General Luard.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
7th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

SUPPLEMENTARY RETURN

(108e)

To an ADDRESS of the HOUSE OF COMMONS, dated 10th March, 1884;—For copies of all Letters of Complaint respecting the conduct of Major-General Luard, at Cobourg, or elsewhere, sent by Lieut.-Col. A. T. Williams, M.P., or any person or persons, to the Government, or any Member thereof, together with copies of all Replies thereto, and of all Documents and other Correspondence, in the possession of the Government, relating to such matters, and all other Papers and Correspondence containing complaints against Major-General Luard.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
10th April, 1884.

Secretary of State.

RETURN

(109)

To an ADDRESS of the HOUSE OF COMMONS, dated 25th February, 1884 :—For

1. Copies of all Orders in Council respecting the appointment of an Administrator of the Government of the North-West Territories, in the absence of Lieutenant-Governor Dewdney.
2. All Correspondence on that subject between the said Lieutenant-Governor and the Government, or any Member thereof.
3. All Correspondence respecting any Mission entrusted to said Lieutenant-Governor, the nature of such Mission, and the instructions given to said Lieutenant-Governor respecting his Mission.
4. The name of said Administrator.
5. All Correspondence, including telegrams, between said Governor and the Government, within the last month, as to his proposed visit to Ottawa.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
11th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Supplementary Return and Return are not printed.]

RETURN

(110)

To an ORDER of the HOUSE OF COMMONS, dated 11th February, 1884;—For copies of all Petitions respecting the Kingsville Harbor Works, and all Communications and Correspondence between the Government and any person or persons relating to the same.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State.

RETURN

(111)

To an ADDRESS of the HOUSE OF COMMONS, dated 11th February, 1884;— For copies of all Reports, Correspondence, Memoranda, Orders in Council and other Documents, not already brought down, in reference to the improvement of Fairford River, the outlet of Lake Manitoba; the removal of the Sand Bar at the mouth of Red River, and the obstructions in Nelson River, the outlet of Lake Winnipeg, with a view to draining the submerged lands in the Province of Manitoba.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(112)

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd March, 1884 ;—For a copy of Despatches in reference to the arrest, detention and indictment of Roger Amero, a French Acadian belonging to Digby, Nova Scotia, discharged from custody on an indictment for murder, in the State of Massachusetts, United States.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State,

RETURN

(113)

To an ORDER of the HOUSE OF COMMONS, dated 1st February, 1884 ;—For a Return showing the names of Public Health Officers, appointed in the various Cities of Canada, the salary paid to each ; copy of instructions issued to such Officers by the Government, and all or any Reports made by such Officers of the Department.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th March, 1884.

Secretary of State.

RETURN

(114)

To an ADDRESS of the HOUSE OF COMMONS, dated 9th April, 1883 ;—For a Return of all Correspondence between the Government of the Dominion, and the Government of Ontario, in reference to the disposal by the latter of lots covered by water, in the Harbours of Lakes Huron and Superior, to private individuals.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(115)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For copies of all Correspondence relative to the necessity of further accommodation for foot passengers at Wellington Bridge, Lachine Canal.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
21st March, 1884.

Secretary of State.

RETURN

(116)

To an ADDRESS of the HOUSE OF COMMONS, dated 10th March, 1884;—For copies of all Correspondence between the Government of Canada, or any of its Members, and Sir John Rose, or between either of them, and Messrs. Barings & Glynn, the Financial Agents of the Dominion, or either of them, in the year 1875, in relation to the conduct of Mr. Potter, the President of the Grand Trunk Railway Company, in decrying the credit of Canada; also, the credit of the Province of Quebec, in relation to the effort of the latter to effect a loan in London, or the credit of that Province for the construction of Railways therein. Also, copies of all Letters, Correspondence or Communications written by Mr. Potter, or by him as President of the Grand Trunk Railway Company, reflecting upon or discrediting the credit of Canada, or the Province of Quebec, or written by any Officer of the said Company in the year aforesaid, which led to the writing of the letter or letters to Sir John Rose, before referred to, by any Member of the Government.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
24th March, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

CORRESPONDENCE

(116a)

Respecting an Agreement for the sale of the Western Section of the Quebec lines of the North Shore Railway to the Canadian Pacific Railway Company.

GRAND TRUNK RAILWAY OF CANADA,
GENERAL MANAGER'S OFFICE, MONTREAL, 29th March, 1884.

DEAR SIR,—Will you permit me to again refer to the matter of the North Shore Railway, which was spoken about when I had the pleasure of seeing you in Ottawa some short time ago.

You are no doubt aware that in the agreement for the sale of the western section of the Quebec lines to the Canadian Pacific Company, it was stipulated that traffic should be carried over the North Shore line, to and from the Canadian Pacific Railway, on terms which are mentioned in the deed. These conditions, I desire to repeat, the North Shore Company have been and are quite ready and willing to carry out, and I really do not see that there should be any difficulty in making such arrangements, under this contract, as would admit of the Canadian Pacific Company's traffic being satisfactorily transported over the North Shore Railway, that Company, if they should desire to do so, performing their own terminal work in Montreal and Quebec.

I would like also to add that in so far as the Grand Trunk Company are interested in the question, they are quite willing that running powers should be given to the Canadian Pacific Company for their through traffic over the North Shore line on terms which might be mutually agreed; or, in case of difficulty, settled by arbitration. There has been no desire on the part of the Grand Trunk Company to place difficulties in the way of the traffic of the Canadian Pacific Company reaching Quebec; they simply became interested in the North Shore with a view to securing some protection against ruinous competition; and I may add, in conclusion that should it be an object with the Dominion Government to secure the control of the North Shore line, I have no doubt terms could be arranged for its transfer to them, although there is no desire on the part of this Company to dispose of their interest in the railway.

I am, dear Sir, your very obedient servant,

J. HICKSON, *General Manager.*

Hon. Sir HECTOR LANGEVIN, Minister of Public Works.

CANADIAN PACIFIC RAILWAY COMPANY,
OFFICE OF THE PRESIDENT, MONTREAL, 2nd April, 1884.

DEAR SIR HECTOR LANGEVIN,—I have to acknowledge the receipt of a copy of the letter dated 29th March, addressed to you by Mr. Hickson, and I need not say that this Company is gratified to learn that the Grand Trunk Railway Company is prepared to carry out, as respects the North Shore Railway, the agreement for the sale to this Company of the western section of the Quebec lines, though we have had no indication heretofore of any such intention.

The agreement contemplated what was equivalent to a continuous through line from Quebec westward, over which the agreement declares all through traffic shall be carried. Yet the Grand Trunk has habitually sent its passenger traffic over the Canada Atlantic Railway, and has built a road called the Jacques Cartier Union Railway, expressly to enable it to carry passenger and freight traffic by that line, instead of sending it over the Canadian Pacific. And at this moment, it is engaged in a law suit, for the purpose of compelling this Company to allow a portion of its

line to be made a part of a through line from Quebec westward, for the carriage, amongst other traffic, of that destined for Ottawa and the Ottawa district.

The officials of the Grand Trunk Railway have informed us that the construction they place upon the agreement is, not that it creates any obligation to exchange through traffic, but merely that any through traffic which is carried over both roads shall be carried on the terms mentioned in the agreement.

The agreement provides that, as to through freight to and from points beyond Ottawa, the Pacific Company shall make the rates, and that as to freight between Ottawa and Quebec, the two companies shall agree upon the rates. Yet the Grand Trunk Company has very recently established rates, without the consent of this Company, and without any agreement with it, for the carriage of through cars from St. Martin's Junction eastward.

It cannot be said, in the face of these facts, that the Grand Trunk Company has been willing to carry out the agreement, but I repeat that I shall be glad if, in future, the terms of the agreement can be carried out. In that case, all through freight (as the agreement states) must be carried over both routes at rates to be fixed as established by the agreement; and arrangements must be made for the sale of tickets and for the shipment of freight at Quebec to points at or beyond Ottawa, exclusively *viâ* the Canadian Pacific. And I quite agree with Mr. Hickson that, if the arrangements are made and carried out in good faith, in conformity with the understanding embodied in the agreement with the Government of Quebec, the traffic of this Company can be satisfactorily transported over the North Shore Railway to Quebec, as its summer port. As regards Mr. Hickson's suggestion as to running powers to Quebec, I must say that until our traffic is more fully developed, and a connection is made at Quebec with the Intercolonial Railway, so as to increase the value of through traffic, such running powers would be of questionable value; indeed, I doubt if, without participation in the local traffic, any amount of competition, through traffic, would make running powers desirable.

If the provisions of the existing contract between the Government of Quebec and this Company, relating to the interchange of traffic, are carried out, the interests of the City of Quebec and of this Company, will be as well protected as by the concession of running powers.

I remain, dear Sir Hector Langevin, very sincerely yours,

Hon. Sir HECTOR LANGEVIN, Ottawa.

GEO. STEPHEN, *President*.

OTTAWA, 4th April, 1884.

MY DEAR MR. STEPHEN,—Referring to your conversation whilst the Pacific Railway Bill was under discussion, I and my colleagues desire to know with certainty whether your Company is prepared to carry out the idea then suggested, *viz.*, that should your Company be unable to make the acquisition, in one way or another, of the North Shore Railway, from Montreal to Quebec, within, say, three months from the end of the present Session, you should procure the construction of the connecting link between your railway and Quebec, on the north shore of the St. Lawrence, provided the Government grant a subsidy in aid of that undertaking.

I shall be glad to have your answer to this inquiry as explicitly as possible.

Yours very truly,

GEO. STEPHEN, Montreal.

HECTOR L. LANGEVIN.

CANADIAN PACIFIC RAILWAY COMPANY,

OFFICE OF THE PRESIDENT, MONTREAL, 5th April, 1884.

DEAR SIR HECTOR LANGEVIN,—In answer to your note of yesterday, I have to say, that in accordance with the determination of this Company to obtain connection with the Port of Quebec as its summer terminus, we are now engaged in negotiations to obtain that object, from which we anticipate a favorable result.

I am glad to learn that the Government is considering the question of appropriating \$6,000 per mile in aid of the construction of a new line to Quebec, in the event

of our not succeeding in arranging otherwise for connection with that port; and, in that case, although the Loan Act of this Session has so restricted us that we can not ourselves undertake the construction of it, we shall be prepared to enter into any reasonable arrangement with any company building it, with the view of assisting to create a basis for the issue of bonds to supplement the subsidy.

While, however, I am glad to be able to comply with your wish to know with certainty what this Company will do in the matter of the summer terminus, it is of course impossible to define the precise form or conditions which will characterize the arrangements when finally made.

I remain, &c.,

GEO. STEPHEN, *President.*

OTTAWA, 5th April, 1884.

DEAR MR. HICKSON,—I have received from Mr. George Stephen, the President of the Canadian Pacific Railway, a letter, dated 2nd April, in answer to your letter of the 29th March, a copy of which I had sent him, as I advised you at the time.

I enclose a copy of Mr. Stephen's above-mentioned letter to me, and would wish that inasmuch as a letter has been written by both companies, the correspondence may, in future, be continued directly between you and Mr. Stephen, without passing through my hands, thus avoiding unnecessary delays, and for me the necessity of carrying on a correspondence which may be avoided without detriment to the interests of both companies.

I remain, &c.,

HECTOR L. LANGEVIN.

J. HICKSON, Grand Trunk Railway Company, Montreal.

R E T U R N

(117)

(IN PART.)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—
For copies of the Shorthand Writers' notes of the proceedings before the Judicial Committee of the Privy Council, in the case of the Queen and Mercer, and of the Judgment of the Court in that case. Also, all Correspondence in connection therewith, and Statement of the costs incurred by the Government in Canada and in England, in connection therewith. Also, Statement of any proceedings taken by the Government since Confederation, in the nature of the inquisition, or otherwise, in matters of Escheat in any of the Provinces, giving the dates at which the Government first intervened in each of such matters; the nature of the intervention, and a Statement of the action of the Government, with dates; and copies of all Petitions, Correspondence, Orders in Council and Papers connected with all applications to the Government as to Escheated Lands, since Confederation, not already brought down.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
21st March, 1884.

EXTRACT from a letter from the Deputy of the Minister of Justice, addressed to the Under Secretary of State, under date 10th March, 1884.

"I have had prepared, and forward herewith, copies of all papers on file in this Department, relating to the Mercer case, which are required by the House, and I also enclose a statement of the cost incurred in the case. The Department has not procured, and I am therefore unable to furnish, a copy of the Shorthand Writers' notes of the proceedings, before the Judicial Committee of the Privy Council."

JUDGEMENT of the Lords of the Judicial Committee of the Privy Council on the Appeal of the Attorney-General of Ontario vs. Mercer, from the Supreme Court of Canada, delivered 18th July, 1883.

PRESENT:

The Lord Chancellor,
Sir Barnes Peacock,
Sir Montague E. Smith.

Sir Robert P. Collier,
Sir Richard Couch,
Sir Arthur Hobhouse.

The question to be determined in this case is, whether lands in the Province of Ontario, escheated to the Crown for defect of heirs, "belong" (in the sense in which the verb is used in the "British North America Act, 1867") to the Province of Ontario or to the Dominion of Canada.

By the Imperial Statute, 31 Geo. III., cap. 31, sec. 43, it was provided that all lands which should be thereafter granted, within the Province of Upper Canada (now Ontario), should be granted in free and common soccage, in like manner as lands were then holden in free and common soccage in England. The argument before their Lordships, on both sides, proceeded upon the assumption that the lands now in question were so holden.

All land in England, in the hands of any subject, was holden of some lord by some kind of service, and was deemed in law to have been originally derived from the Crown, "and therefore the King was Sovereign Lord, or Lord paramount, either mediate or immediate, of all and every parcel of land within the realm" (Co. Litt., 65A). The King had "*dominium directum*," the subject "*dominium utile*" (*ibid.*, 1A). The word "tenure" signified this relation of tenant to lord. Free or common soccage was one of the ancient modes of tenure ("A man may hold of his lord by fealty only, and such tenure is tenure in soccage," Litt., Sec. 118), which, by the Statute 12 Ch. II., cap. 24, was substituted throughout England for the former tenures by knight-service and by soccage *in capite* of the King, and relieved from various feudal burdens. Some, however, of the former incidents, were expressly preserved by that Statute, and others (escheat being one of them), though not expressly mentioned, were not taken away.

"Escheat is a word of art, and signifieth properly when by accident the lands fall to the lord of whom they are holden, in which case we say the fee is escheated" (Co., Litt., 13A). Elsewhere (*ibid* 92B) it is called "a casual profit," as happening to the lord "by chance and unlooked for." The writ of escheat, when the tenant died without heirs, was in this form:—"The King to the Sheriff, &c. Command A, &c., that he render to B ten acres of land, with the appurtenances, in N, which C held of him, and which ought to revert to him the said B as his escheat, for that the said C died without heirs" (F. N. B., 144 F). If there was a mesne lord, the escheat was to him; if not, to the King.

From the use of the word "revert," in the writ of escheat, is manifestly derived the language of some authorities which speak of escheat as a species of "reversion." There cannot, in the usual and proper sense of the term, be a reversion expectant upon an estate in fee simple. What is meant is that, when there is no longer any tenant, the land returns, by reason of tenure, to the lord by whom, or by whose predecessors in title, the tenure was created. Other writers speak of the lord as taking it by way of succession or inheritance as if from the tenant, which is certainly not accurate. The tenant's estate (subject to any charges upon it which he may have created) has come to an end, and the lord is in by his own right.

The profits, and the proceeds of sales, of lands escheated to the Crown, were in England part of the casual hereditary revenues of the Crown, and (subject to those powers of disposition which were reserved to the Sovereign by the Restraining and Civil List Acts) they were among the hereditary revenues placed at the disposal of Parliament by the Civil List Acts passed at the beginning of the present and the last preceding reign. Those Acts extended, expressly, to all such casual revenues, arising in any of the Colonies or foreign possessions of the Crown. But the right of the several Colonial Legislatures to appropriate and deal with them, within their respective territorial limits, was recognized by the Imperial Statute 15 and 16 Vic., cap. 39, and by an earlier Imperial Statute (10 and 11 Vic., cap. 71), confirming the Canada Civil List Act, passed in 1846, after the Union of Upper and Lower Canada, by which Act the provision made by the Colonial Legislature for the charges of the Royal Government in Canada was accepted and taken, instead of "all territorial and other revenues," then at the disposal of the Crown, arising in that Province; over which (as to three-fifths permanently, and as to two-fifths during the life of the Queen, and for five years afterwards) the Legislature of the Province was to have full power of appropriation. It may be remarked, that the Civil List Acts of the Province of Canada contained no reservation of escheats, similar to section 12 of each of the Imperial Civil List Acts above referred to. It must have been purposely omitted, in order that escheats might be dealt with by the Government or Legislature of Canada, and not by the Crown, in whose disposition they must have remained if they had not been in that of the United Province of Canada.

When, therefore, the "British North America Act" of 1867 passed, the revenue arising from all escheats to the Crown, within the then Province of Canada, was subject to the disposal and appropriation of the Canadian Legislature.

That Act united into one "Dominion," under the name of "Canada," the former Provinces of Canada (which it sub-divided into the two new Provinces of Ontario and Quebec, corresponding with what had been before 1840 Upper and Lower Canada), Nova Scotia and New Brunswick. It established a Dominion Government and Legislature, and Provincial Governments and Legislatures, making such a division and apportionment between them of powers, responsibilities and rights as was thought expedient. In particular, it imposed upon the Dominion the charge of the general public debts of the several pre-existing Provinces, and vested in the Dominion (subject to exceptions, on which the present question mainly turns) the general public revenues, as then existing, of those Provinces. This was done by section 102 of the Act, which is in these words: "All duties and revenues, over which the respective Legislatures of Canada, Nova Scotia, and New Brunswick, before and at the Union, had and have power of appropriation, except such portions thereof as are by this Act reserved to the respective Legislatures of the Provinces, or are raised by them in accordance with the special powers conferred upon them by this Act, shall form one Consolidated Revenue Fund, to be appropriated for the public service of Canada, in the manner, and subject to the charges, in this Act provided."

If there had been nothing in the Act, leading to a contrary conclusion, their Lordships might have found it difficult to hold, that the word "revenues," in this section, did not include territorial as well as other revenues; or that a title in the Dominion to the revenues arising from public lands did not carry with it a right of disposal and appropriation over the lands themselves. Unless, therefore, the casual revenue, arising from lands escheated to the Crown after the Union, is excepted and reserved to the Provincial Legislatures, within the meaning of this section, it would seem to follow that it belongs to the Consolidated Revenue Fund of the Dominion. If it is so excepted and reserved, it falls within section 126 of the Act, which provides that "such portions of the duties and revenues, over which the respective Legislatures of Canada, Nova Scotia, and New Brunswick had, before the Union, power of appropriation, as are by this Act reserved to the respective Governments or Legislatures of the Provinces, and all duties and revenues raised by them in accordance with the special powers conferred upon them by this Act, shall, in each Province,

form one Consolidated Revenue Fund, to be appropriated for the public service of the Province."

Their Lordships, for the reasons above stated, assume the burden of proving that escheats, subsequent to the Union, are within the sources of revenue excepted and reserved to the Provinces, to rest upon the Provinces. But, if all ordinary territorial revenues arising within the Provinces are so excepted and reserved, it is not *à priori* probable that this particular kind of casual territorial revenue (not being expressly provided for) would have been, unless by accident and oversight, transferred to the Dominion. The words of the Statute must receive their proper construction, whatever that may be; but, if this is doubtful, the more consistent and probable construction ought, in their Lordship's opinion, to be preferred. And it is a circumstance not without weight, in the same direction, that, while "duties and revenues" only are appropriated to the Dominion, the public property itself, by which territorial revenues are produced (as distinct from the revenues arising from it), is found to be appropriated to the Provinces.

The words of exception in section 102 refer to revenues of two kinds: (1) such portions of the pre-existing "duties and revenues" as were by the Act "reserved to the respective Legislatures of the Provinces;" and (2), such "duties and revenues" as might be "raised by them, in accordance with the special powers conferred on them by the Act." It is with the former only of these two kinds of revenues that their Lordships are now concerned; the latter being the produce of that power of "direct taxation within the Provinces, in order to the raising of a revenue for Provincial purposes," which is conferred upon the Provincial Legislatures by section 92 of the Act.

There is only one clause in the Act by which any sources of revenue appear to be distinctly reserved to the Provinces, viz., the 109th section:—"All lands, mines, minerals, and royalties belonging to the several Provinces of Canada, Nova Scotia, and New Brunswick, at the Union, and all sums then due or payable for such lands, mines, minerals, or royalties, shall belong to the several Provinces of Ontario, Quebec, Nova Scotia, and New Brunswick, in which the same are situate or arise, subject to any trusts existing in respect thereof, and to any interest other than that of the Province in the same." The Provincial Legislatures are not, in terms, here mentioned; but the words, "shall belong to the several Provinces," are obviously equivalent to those used in section 126, "are by this Act reserved to the respective Governments or Legislatures of the Provinces." That they do not apply to all lands held as private property at the time of the Union seems clear from the corresponding language of section 125, "No lands or property belonging to Canada, or any Province, shall be liable to taxation:" where public property only must be intended. They evidently mean lands, &c., which were, at the time of the Union, in some sense, and to some extent, *publici juris*; and, in this respect, they receive illustration from another section, the 117th (which their Lordships do not regard as otherwise very material), "The several Provinces shall retain all their respective public property, not otherwise disposed of by this Act, subject to the right of Canada to assume any lands or public property required for fortifications, or for the defence of the country."

Their Lordships are not satisfied that section 102, when it speaks of certain portions of the then existing duties and revenues as "reserved to the respective Legislatures of the Provinces," ought to be understood as referring to the powers of Provincial legislation conferred by section 92. Even, however, if this were so held, the fact that exclusive powers of legislation were given to the Provinces as to "the management and sale of the public lands belonging to the Province," would still leave it necessary to resort to section 109 in order to determine what those public lands were. The extent of the Provincial power of legislation over "property and civil rights in the Province," cannot be ascertained without at the same time ascertaining the power and rights of the Dominion under sections 91 and 102, and therefore cannot throw much light upon the extent of the exceptions and reservations now in question.

It was not disputed, in the argument for the Dominion at the bar, that all territorial revenues arising within each Province from "lands" (in which term must be comprehended all estates in land), which at the time of the Union belonged to the Crown, were reserved to the respective Provinces by section 109; and it was admitted that no distinction could, in that respect, be made between Crown lands then ungranted and lands which had previously reverted to the Crown by escheat. But it was insisted that a line was drawn at the date of the Union, and that the words were not sufficient to reserve any lands afterwards escheated, which at the time of the Union were in private hands, and did not then belong to the Crown.

If the word "lands" had stood alone, it might have been difficult to resist the force of this argument. It would have been difficult to say that the right of the lord paramount to future escheats was "land belonging to him," at a time when the fee simple was still in the freeholder. If capable of being described as an interest in land, it was certainly not a present proprietary right to the land itself. The word "lands, however, does not here stand alone. The real question is as to the effect of the word "lands, mines, minerals, and royalties," taken together. In the Court of Appeal of the Province of Quebec it has been held that these words are sufficient to pass subsequent escheats; and, for this purpose, stress was laid by some, at least, of the learned Judges of that Court (the others not dissenting) on the particular word "royalties" in this context. If "lands and royalties" only had been mentioned (without "mines" and "minerals"), it would have been clear that the right of escheats (whenever they might fall), incident at the time of the Union to the tenure of all soccage lands held from the Crown, was a "royalty" then belonging to the Crown within the Province, so as to be reserved to the Province by this section, and excepted from section 102. After full consideration, their Lordships agree with the Quebec Court in thinking that the mention of "mines" and "minerals" in this context, is not enough to deprive the word "royalties" of what would, otherwise, have been its proper force. It is true (as was observed in some of the opinions of the majority of the Judges in the Supreme Court of Canada) that this word, royalties, in mining grants or leases (whether granted by the Crown or by a subject), has often a special sense, signifying that part of the *reddendum* which is variable, and depends upon the quantity of minerals gotten. It is also true that, in Crown grants of land in British North America, the practice has generally been to reserve to the Crown, not only royal mines, properly so called, but minerals generally; and that mining grants or leases had, before the Union, been made by the Crown, both in Nova Scotia and in New Brunswick; and that, in two Acts of the Province of Nova Scotia (one as to coal mines, and the other as to mines and minerals generally), the word "royalties" had been used in its special sense, as applicable to the variable *reddenda* in mining grants or leases. Another Nova Scotia Act of 1849, surrendering to the Provincial Legislature the territorial and casual revenues of the Crown arising within the Province, was also referred to by Mr. Justice Gwynne. But the terms of that Act were very similar to those now under consideration; and if "royalties," in the context which we have here to consider, do not necessarily and solely mean *reddenda* in mining grants or leases, neither may they in that Statute.

It appears, however, to their Lordship's, to be a fallacy to assume that, because the word "royalties," in this context, would not be inofficious or insensible, if it were regarded as having reference to mines and minerals, it ought, therefore, to be limited to those subjects. They see no reason why it should not have its primary and appropriate sense, as to (at all events) *all* the subjects with which it is here found associated—lands, as well as mines and minerals. Even as to mines and minerals, it here necessarily signifies rights belonging to the Crown, *jure coronæ*. The general subject of the whole section is of a high political nature; it is the attribution of royal territorial rights, for purposes of revenue and Government, to the Provinces in which they are situate, or arise. It is a sound maxim of law, that every word ought, *prima facie*, to be construed in its primary and natural sense, unless a secondary or more

limited sense is required by the subject or the context. In its primary and natural sense, "royalties" is merely the English translation or equivalent of "*regalitates*," "*jura regalia*," "*jura regia*." (See *in voce* "royalties, Cowel's 'Interpreter';" Wharton's Law Lexicon; Lomlins' and Jacobs' Law Dictionaries.) "*Regalia*" and "*regalitates*," according to Ducange, are "*jura regia*," and Spelman (Gloss. Arch.) says, "*Regalia dicuntur jura omnia ad fiscum spectantia*." The subject was discussed, with much fulness of learning, in *Dyke vs. Walford* (5 Moore, P. C. 634), where a Crown grant of *jura regalia*, belonging to the County Palatine of Lancaster, was held to pass the right to *bonâ vacantia*. "That it is a *jus*," (said Mr. Ellis, in his able argument, *ibid*, p. 480), "is indisputable; it must also be *regale*; for the Crown holds it generally through England by royal prerogative, and it goes to the successor of the Crown, not to the heir or personal representative of the Sovereign. It stands on the same footing as the right to escheats, to the land between high and low water mark, to felons' goods, to treasure trove, and other analogous rights." With this statement their Lordship's agree, and they consider it to have been, in substance, affirmed by the judgment of Her Majesty in Council in that case.

Their Lordship's are not now called upon to decide whether the word "royalties," in section 109 of the "British North America Act of 1867," extends to other Royal rights besides those connected with "lands," "mines," and "minerals." The question is, whether it ought to be restrained to rights connected with mines and minerals only, to the exclusion of royalties, such as escheats, in respect of lands. Their Lordship's find nothing in the subject, or the context, or in any other part of the Act, to justify such a restriction of its sense. The larger interpretation (which they regard as, in itself, the more proper and natural) also seems to be that most consistent with the nature and general objects of this particular enactment, which certainly includes all other ordinary territorial revenues of the Crown arising within the respective Provinces.

The conclusion at which their Lordship's have arrived is, that the escheat in question belongs to the Province of Ontario, and they will humbly advise Her Majesty that the judgment appealed from ought to be reversed, and that of the Vice-Chancellor and Court of Appeal of Ontario restored. It is some satisfaction to know, that in this result the courts of Quebec and Ontario have agreed; and, though it differs from the opinion of four Judges, constituting the majority in the Supreme Court of Canada, two of the Judges of that Court, including the Chief Justice, dissented from that opinion.

This being a question of a public nature, the case does not appear to their Lordship's to be one for costs.

DEPARTMENT OF JUSTICE, OTTAWA, 10th April, 1880.

I have the honor to submit to Council a communication from the Hon. William McDougall, in connection with the case of the Attorney General *vs.* O'Reilly, in which judgment has lately been given by the Court of Appeal in Ontario.

As appears from this communication, the case involves the question as to whether the Government of Canada or of a Province is entitled to estates escheated to the Crown for want of heirs.

The question is a very important one, and I recommend that authority be given for taking the necessary steps, at the expense of the Government, to appeal the case to the Supreme Court of Canada, in order that a final and binding decision may be had, the appeal being confined to the broad question above referred to, the expense in connection to be paid out of the vote for administration of justice.

JAS. McDONALD, *Minister of Justice.*

OTTAWA, 4th April, 1880.

SIR,—I have the honor to submit, for your consideration, as Attorney-General for the Dominion, and as the guardian of the prerogative rights of the Crown in Canada, a question involved in the escheat case—Attorney General (of Ontario) *vs.* O'Reilly, *et al.*, in which judgment has just been given by the Court of Appeal of Ontario.

One Andrew Mercer, a British subject, possessing valuable real and personal property in the Province of Ontario, which he had purchased in the ordinary way, from private owners, died intestate, in the year 1871, leaving his son Andrew Mercer and his mother, the reputed wife of the said intestate, in possession of his house and personal property and the title deeds of his lands.

The Attorney General of the Province, assuming that the son was not born in lawful wedlock, and that the real and personal property of the intestate escheated to the Crown, as represented by him, took possession of the moneys and personal property of the deceased, without resort to legal process, by the willing compliance of the solicitor with whom the son had placed his father's papers for safe keeping.

After certain suits in the Court of Chancery, in which the validity of a will found among the intestate's papers, and the reputed marriage of the mother of Andrew F. Mercer to his father, were involved, had been decided adversely to A. F. Mercer, the Attorney General filed an information in the same court to deprive him of his father's real property, of which he was still in possession. To this proceeding A. F. Mercer demurred on various grounds, which are set forth in the Appeal Book herewith. The demurrer was overruled by the Vice-Chancellor, and that judgment ment has just been confirmed by the Court of Appeal.

Having advised Mr. A. F. Mercer that escheats in Ontario, since 1867, are not under the jurisdiction of the Provincial Legislature, and that the Provincial Attorney General is not the proper officer to represent Her Majesty in such cases, and believing that the judgment of the Ontario Court of Appeal to the contrary will not be confirmed by the Supreme Court, or by the Judicial Committee of the Privy Council, I respectfully submit, for your consideration, whether this is not a case in which the burden of an appeal to a higher tribunal, and the conduct of the cause, so far as the prerogative rights of the Crown in Canada are concerned, ought not to be assumed by you on behalf of Her Majesty.

The Attorney General has called upon the defendant Mercer to answer immediately, or submit to final judgment and give up possession. At my instance he has obtained a short stay of proceedings, in order to enable him to provide security for an appeal. He is without means for that purpose, and unless you intervene on behalf of the Crown, as represented by you, the important question of the constitutional right of Her Majesty to be represented in Ontario, and, I presume, in all the other Confederate Provinces as well, in matters of escheat, will be taken to have been settled by this judgment in favor of the Provincial Attorney General. The reasoning of the learned judges of the Supreme Court in the Great Seal case, as well as in other cases bearing upon the distribution of powers between the local and general Governments, seems to support the doctrine I ventured to urge before the Court of Appeal in this case, and I shall therefore be glad to be advised, without delay, of the course you may deem it your duty to pursue in this matter.

I have the honor to be, your obedient servant,

Hon. Minister of Justice.

WM. McDougall.

P.S.—I may add that the estate, when the Attorney General undertook its management, was estimated at \$150,000.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 22nd April, 1880.

On a Report, dated 10th April, 1880, from the Honorable the Minister of Justice, submitting a communication from the Honorable William McDougall, in connection with the case of the Attorney-General vs. O'Reilly, in which judgment has lately been given by the Court of Appeal in Ontario.

The Minister states that, as appears from this communication, the case involves the question as to whether the Government of Canada or of a Province is entitled to estates escheated to the Crown for want of heirs.

That the question is a very important one, and he recommends that authority be given for taking the necessary steps, at the expense of the Government, to appeal

the case to the Supreme Court of Canada, in order that a final and binding decision may be had, the appeal being confined to the broad question above referred to, the expense in connection to be paid out of the vote for administration of justice.

The Committee submit the above recommendation for Your Excellency's approval.

JOHN J. MCGEE, *Clerk, Privy Council.*

Re-Mercer Escheat—Attorney General vs. O'Reilly

DEPARTMENT OF JUSTICE, OTTAWA, 24th April, 1880.

SIR,—I have the honor to inform you that the Government of the Dominion proposes to undertake the conduct and expense of an appeal to the Supreme Court, from the recent judgment of the Ontario Court of Appeal, affirming the judgment of the Court of Chancery, by which the demurrer of the respondent was dismissed.

The case, with which you are doubtless familiar, involves the question as to whether the Government of Canada, or of a Province, is entitled to estates escheated to the Crown for want of heirs.

The decision of the Court of Appeal favors the right of the Provinces, and the appeal to the court here is to be confined to this question.

I have to request that you will call upon Mr. Joseph McDougall, who is the solicitor for the respondent, for the purpose of seeing that the appeal is perfected, and tell him that I have written to the Deputy Attorney-General on the question of security for the costs of the appeal.

Your obedient servant,

Z. A. LASH, *Deputy Minister of Justice.*

J. A. MACDONELL, Barrister, Toronto.

P.S.—Please send me a copy of the proposed case in appeal before it is settled by a judge.—Z. A. L.

Re Mercer Escheat—Attorney-General vs. O'Reilly.

TORONTO, 27th April, 1880.

SIR,—Upon receipt of your letter of yesterday, I at once waited upon Mr. Joseph McDougall, the solicitor of the defendant, with reference to the above matter, and in order to ascertain whether the appeal had been perfected. He informed me that in an interview with the Attorney-General of Ontario, on Friday last, the Attorney General had stated his desire of having the question with regard to escheat submitted, as a special case, to the Supreme Court, irrespective of the facts of the above case. Mr. McDougall said that he did not feel at liberty to acquiesce in this suggestion without first consulting the Hon. William McDougall, who was senior counsel in the case, and who had argued it before the Court of Appeal. The latter gentleman is at present at Ottawa, and Mr. J. McDougall said that he would write and request him to consult with you upon the subject, in order that you and he might decide upon the manner in which the question will be brought before the Supreme Court. Mr. J. McDougall appeared anxious that the question should go before the Supreme Court in connection with this case, as it is one with which he has been connected from its inception, and which he wishes to have carried to the court of final resort. He stated that the 11th reason of appeal in the Appeal Book, which I enclose you herewith, would bring up the question as to the right of the Attorney General of a Province to represent the Crown, as against the Attorney General of the Dominion, and thought that the 12th and 13th reasons should also be incorporated, though it appears to me that the question would be sufficiently raised by the 11th reason, and that the two latter reasons are more properly matters of argument, in support of the right of the Attorney General of the Dominion to represent the Crown, and on its behalf to sue in these matters, on the ground that revenue derived from such sources forms part of the Consolidated Fund of Canada.

I am Sir, your obedient servant,

Z. A. LASH, *Deputy Minister of Justice.*

J. A. MACDONELL.

Re Mercer Estate—Attorney General vs. O'Reilly.

DEPARTMENT OF JUSTICE, OTTAWA, 6th September, 1880.

SIR,—I have the honor to request that you will report to me the present position of this case.

Your obedient servant,

J. A. MACDONELL, Barrister, Toronto. Z. A. LASH, Deputy Minister Justice.

Re Mercer Estate—Attorney General vs. O'Reilly.

10 EQUITY CHAMBERS, CORNER ADELAIDE AND VICTORIA STREETS.

TORONTO, 9th September, 1880.

SIR,—I was unable to see Mr. J. McDougall yesterday, but have just succeeded in obtaining an interview with him. He wrote by last evening's mail to his father, the Hon. William McDougall, with regard to this case, and the manner of bringing it before the Supreme Court. He has not yet received a reply, but hopes to do so to-morrow, when he will at once communicate with me in order that we may prepare the special case—should it be decided to bring the matter before the court in that way—and the factum. I trust that we will have it drafted by Monday or Tuesday next. It will then be sent to Mr. William McDougall, with a request that he will meet and consider it with you. When settled by you, will see the Attorney General of Ontario and endeavor to obtain his concurrence therein, in order that the case may be set down for the next session of the Supreme Court.

Your obedient servant,

Deputy Minister of Justice.

J. A. MACDONELL.

Telegram to Z. A. Lash, St. Vincent de Paul.

LANCASTER, 16th September, 1880.

When can I see you and where? Difficulty has arisen in Mercer Escheat case. Mowat will oppose appeal to Supreme Court in Attorney-General vs. O'Reilly, and will only agree to special case being submitted. William McDougall instructs Joseph to urge appeal in Attorney General vs. O'Reilly. Matter must be settled immediately or we will be thrown over this court, and possibly lose right to appeal. Mr. Mowat will, if necessary, come to Ottawa and endeavor to arrange, but says would greatly inconvenience him. I think we had better meet William McDougall and consult immediately. Mowat thinks he can successfully resist appeal in O'Reilly case. Answer quick here.

J. A. MACDONELL.

Re Escheat Case.

DEPARTMENT OF JUSTICE, OTTAWA, 20th September, 1880.

SIR,—In case it be necessary to give security to perfect the appeal to the Supreme Court, in Attorney General vs. O'Reilly, please procure the necessary funds or bonds. This Government will, of course, see that the bondsmen are not called upon to pay any costs, and that the funds you may deposit as security will not be used to pay the costs.

Your truly,

J. A. MACDONELL, Toronto.

Z. A. LASH, Deputy Minister of Justice.

Telegram to Honorable O. Mcwat, Toronto, Re Escheat.

DEPARTMENT OF JUSTICE, OTTAWA, 20th September, 1880.

SIR,—The Minister of Justice will agree to a special case, but cannot make any agreement to join in bringing question before Judicial Committee, no matter which way it is decided here. Any action in that direction your Government must take alone. Answer.

Z. A. LASH.

Telegram to Z. A. Lash, Deputy Minister of Justice.

TORONTO, 21st September, 1880.

In April last, you suggested that the Secretary of State would write a letter, stating to the Government if Canada would become responsible for costs of appeal to Supreme Court *in re* Mercer estate. Please telegraph me that your Government will hold itself responsible for these costs, and the formal letter can follow at your convenience.

J. G. SCOTT.

Telegram from Deputy Minister of Justice to J. G. Scott, Deputy Attorney General, Toronto.

OTTAWA, 21st September, 1880.

This Government holds itself responsible to your Government for costs of appeal to Supreme Court in Attorney General *vs.* O'Reilly, in case such costs are awarded to respondent.

Z. A. LASH.

Charge Deputy Minister of Justice.

Telegram to Z. A. Lash, Deputy Minister of Justice.

TORONTO, 23rd September, 1880.

Macdougall refuses to limit the Mercer appeal, in accordance with your letter of 22nd April. Please instruct him. Answer.

J. G. SCOTT.

Telegram to Z. A. Lash, Deputy Minister of Justice.

TORONTO, 23rd September, 1880.

McDougall has, since my telegram of to-day, consented to limit appeal, in accordance with your letter.

J. G. SCOTT.

Re Mercer—Attorney General vs. O'Reilly.

TORONTO, 24th September, 1880.

SIR,—Mr. McDougall and I have arranged with the Attorney General and Mr. Edgar, his solicitor, and this case will be set down to-morrow, for the next sitting of the Supreme Court, the only question raised being the broad one, of the right of the Local Government to lands which escheat. The printers will have the case—judgments of the courts below and factum—ready this afternoon, and I will send you a copy to-morrow. The printers appear anxious to be paid as soon as possible, and I will be much obliged to you if you will send me a cheque of \$100. on account of fees and disbursements. Mr. McDougall and I have arranged between us as to the solicitors' fees.

Your obedient servant.

Deputy Minister of Justice.

J. A. MACDONELL.

Re Mercer.

TORONTO, 27th September, 1880.

SIR,—I enclose you the case for appeal and factum of the appellant herein.

Deputy Minister of Justice.

J. A. MACDONELL.

TORONTO, 28th November, 1881.

SIR,—In consequence of the decision of the Supreme Court in the Mercer escheat case, I think it best that I should have the concurrence of your Government in my continuing to act as administrator, until the decision is reversed, and with the same

freedom of discretion as I have hitherto exercised in getting in or securing the assets, settling with debtors, and managing the estate otherwise, and will not, in any possible event contemplate, to be liable for losses through any acts or omissions for which the Government of Ontario would hold itself responsible.

This arrangement to continue until the decision of the Privy Council.

I have, &c.,

Hon. Sir ALEX. CAMPBELL, Minister of Justice. O. MOWAT, *Attorney-General*.

Re Mercer Escheat.

DEPARTMENT ATTORNEY GENERAL, ONTARIO, TORONTO, 13th March, 1882.

MY DEAR SIR,—With a view of facilitating the consideration by the Privy Council of the appeal in this case, the Attorney General intends printing the Provincial Statutes referred to in the judgments, and also certain State papers, in the form of an appendix to accompany the record.

I send you herewith a list of what he proposes to have printed. He will be glad to learn that this suggestion meets with the approval of the Minister of Justice, in which case the appendix can be put in as submitted by both appellants and respondent. If there is anything else which you would like to have inserted, I will be happy to have it included.

Yours truly,

J. G. SCOTT, *Deputy Attorney General*.

Z. A. LASH Deputy Minister Justice.

SCHEDULE.

1. B. N. A. Act.—Sections 9, 12, 63, 64, 65, 82, 88, 91; Sub-section 8-92; Sub-sections 1, 4, 5, 13, 16, 102-107, 117-126, 134, 135, 136, 139, 140, also third Schedule.
2. The disallowed Ontario Act, 37 Vic., chap. 8, respecting escheats and forfeitures.
3. Ontario Sessional Papers No. 34, of 1875-6 and No. 22, of 1877, containing correspondence, &c., between the Governments of Canada and Ontario.
4. Ontario Act, 40 Vic., chap. 3, respecting escheats and forfeitures, now R. S. O., c. 94.
5. The clauses of 41 Vic., chap. 2 (Ontario), appropriating to Mercer's use a certain portion of his father's estate.
6. Report of Attorney General of Ontario, dated 20th February, 1878, Ontario Sessional Papers, No. 38, of that year.
7. 9 Vic, chap. 114 (Canada.)

Telegram to Deputy Minister Justice, re Mercer.

TORONTO, 17th March, 1882.

Notice of leave to appeal to Privy Council has just been served on me.

J. A. MACDONELL.

Re Mercer—Attorney General vs. O'Reilly.

TORONTO, 17th March, 1882.

SIR,—I have the honor herewith to enclose you a copy of the Order of Her Majesty's Privy Council, granting leave to the plaintiff in the above case to appeal from the decision of the Supreme Court, the same having been served on me this morning.

I am Sir, your obedient servant,

Hon. Minister of Justice, Ottawa.

J. A. MACDONELL.

Mercer vs. Attorney General of Ontario.

DEPARTMENT OF JUSTICE, OTTAWA, 8th May, 1882.

SIR,—I am directed by the Minister of Justice to say that he prefers that this case should take its usual course, and that the Appeal Book should contain only such

documents as the practice of the Privy Council requires. I am also to request you to inform me who the Attorney General of Ontario has retained as counsel in England, as the Minister does not desire to offer a retainer to the same person.

I am, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. G. SCOTT, Deputy Attorney General, Toronto.

Mercer vs. Attorney General.

DEPARTMENT OF ATTORNEY GENERAL, ONTARIO, TORONTO, 12th May, 1882.

SIR,—In reply to yours of 8th inst., with reference to the above case, I beg to say that Mr. Benjamin has been retained on behalf of Ontario. I cannot give you the names of the other counsel, as their retainer has been to some extent left in the hands of Messrs. Freshfields and Williams, our solicitors.

Your obedient servant,

J. G. SCOTT, *Deputy Attorney General.*

GEO. W. BURBIDGE, Deputy Minister of Justice.

Re-Attorney General of Ontario vs. Mercer.

DEPARTMENT OF JUSTICE, OTTAWA, 30th May, 1882.

SIRS,—I am directed, by the Minister of Justice, to request you to act for the Government of Canada in the matter of the appeal about to be taken by the Government of Ontario in this case. Would you have the kindness to watch the proceedings, and to inform this Department if they are not pressed forward according to the usual practice of the Privy Council; and also to keep the Department informed, from time to time, as to what progress is made in the matter, and give timely information as to the bearing of the case on appeal, so that counsel may be retained on behalf of the Dominion Government.

I have the honor to be your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

MESSRS. BOMPAS, BISCHOFF & DODGSON, 4 Great Winchester St., London, Eng.

Re-Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E. C., 14th June, 1882.

DEAR SIR,—We have the pleasure to acknowledge receipt of your letter of the 30th ult., requesting us to act for the Government of Canada in this appeal, and for which we are obliged. The matter shall receive our best attention, and we will keep you informed as to the progress of the appeal.

We have the honor to be, dear Sir, yours faithfully,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, Department of Justice, Ottawa.

DEPARTMENT OF THE ATTORNEY GENERAL, ONTARIO,

TORONTO, 12th July, 1882.

MY DEAR SIR,—I send you by book-post a copy of the record and the appellant's appendix in the Attorney General vs. Mercer. Of course your agents in London will receive from the Privy Council office their proper quota of these books in due course.

Yours truly,

GEO. W. BURBIDGE, Deputy Minister Justice.

J. G. SCOTT.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E.C., 14th July, 1882.

DEAR SIR,—We beg to report that since we entered appearance for the respondent, we have received the petition of appeal and prints of the record prepared in Canada.

We are in communication with the appellant's solicitors as to supplying prints of the reasons of the Chief Justice of Appeal, which was misled and could not, therefore, be included in the record. We understand that the paper has since been found.

We have retained the Solicitor General (Sir Farrer Herschell, Q.C.), and Mr. John Rigley, Q.C., one of the leading members of the Equity Bar. We shall also have the services of our standing junior, Mr. Jeune.

The appellant's solicitors have retained Mr. Benjamin, Q.C., and Mr. Horace Laney, Q.C.

We enclose a copy of the appellant's petition, upon which special leave its appeal to the Privy Council was granted. It goes into some matters which do not appear upon the record, and we should feel obliged if you would have the statements checked and let us know if the facts stated are correct.

The appeal to the Supreme Court of Canada was, by arrangement, confined to the one point, whether the Dominion or the Province was entitled to the escheated lands. We are not quite sure whether that agreement will hold good for the present appeal, if your Government should desire to have the other points argued.

We presume, however, that they have no such wish and are only anxious to get the main point decided. Please let us know if this is so.

If you could, without inconvenience, send us copies of the first and second volumes of the Quebec Law Reports, containing two cases referred to in the judgments, we should be greatly obliged.

We are, dear Sirs, yours faithfully,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, Deputy Minister of Justice.

Re Attorney General of Ontario vs. Mercer.

DEPARTMENT OF JUSTICE, OTTAWA, 13th July, 1882.

GENTLEMEN,—I am directed by the Minister of Justice to request that you will not press forward the proceedings in this matter until you receive further instructions in that respect.

I have the honor to be, gentlemen, your obedient servant,

GEO. W. BURBIDGE.

MESSRS. BOMPAS, BISCHOFF & DODGSON, 4 Great Winchester St., London, Eng.

DEPARTMENT OF JUSTICE, OTTAWA, 13th July, 1882.

MY DEAR SIR,—I have your letter of the 12th inst., and have also received the case containing the book *in re Attorney General vs. Mercer*.

Yours very truly,

GEO. W. BURBIDGE, *Deputy Minister Justice*.

J. G. SCOTT, Deputy Attorney General, Toronto.

DEPARTMENT OF JUSTICE, OTTAWA, 17th July, 1882.

SIR,—I am directed by the Minister of Justice to write and ask your opinion as to the advisability of sending counsel to England in the "Doutre" and the "Mercer" cases, when they come on; and I am also directed to ask you, in case you think it advisable that Canadian counsel should go, whether you would care to be retained for the Government.

Be good enough also to let me know whether you think an arrangement could be made to have both cases come on at the same time before the Privy Council. Of course the Doutre case is not in such an advanced state as the Mercer, but one might be pushed forward, and the other kept back.

I am, Sir, your obedient servant,

Z. A. LASH, Q.C., Toronto.

GEO. W. BURBIDGE, *Deputy Minister Justice*.

TORONTO, 20th July, 1882.

SIR,—I have the honor to acknowledge the receipt of your communication of the 17th inst., asking my opinion as to the advisability of sending counsel to England in the Doutre and Mercer cases, and asking me, in case I thought it advisable that Canadian counsel should go, whether I cared to be retained for the Government.

In both cases the questions involved are ones of law, and in the abstract may, no doubt, be as well argued by counsel in England as by Canadian counsel.

In the Mercer case, particularly, the questions involved are not affected by considerations of a local nature, with which English counsel may be presumed not to be familiar. The questions depend entirely upon the effect and construction of the British North America Act, with which the Privy Council have already had considerable to do.

In the Doutre case, however, the questions involved, though ones of law, are a good deal influenced by local considerations, and I think it would be safer that some person familiar with the condition and status of the Bar in the various Provinces in the Dominion, and with the mode in which the legal business of the Government is transacted, should be present, either during the argument of the case or upon the application for leave of appeal.

Though thinking that the Mercer case can be well argued by English counsel alone, yet in view of the great importance of the principles involved, I think it would be advisable that Canadian counsel should represent the Dominion Government upon the argument, especially, as I believe that it is the intention of the Ontario Government to be represented by Canadian counsel as well as by counsel in England.

With reference to going myself, I fear that my engagements during the coming fall and winter will be such as to prevent me accepting the retainer if the cases are to be brought on during the fall or winter sitting of the Judicial Committee. If, however, the cases would not come on till the summer sitting, I would be happy to accept the retainer.

You have not, in your letter, informed me of the position of the Mercer case, and so far as the Doutre case is concerned, it seems premature now to suggest any arrangements to have the two cases come up at the same time, inasmuch as leave to appeal in that case has not yet been obtained.

Will you please convey to the Minister of Justice my thanks for the offer of retainer in the cases.

I have the honor to be, your obedient servant,

GEO. W. BURBIDGE, Deputy Minister of Justice.

Z. A. LASH.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E. C., 25th July, 1882.

DEAR SIR,—We have the pleasure to acknowledge the receipt of your letter of the 13th inst., informing us that the Minister of Justice desires us not to press forward the proceeding in this matter until we receive further instructions.

We have placed the papers in counsel's hands to settle the respondent's case, but will do no more until we hear from you again. Practically nothing can be done until November, as we are on the eve of the long vacation.

We may mention that our perusal of the record has led us to take a favorable view of the case on the side of the Dominion Government.

We have the honor to be, dear Sir, yours faithfully,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, Deputy Minister of Justice.

Attorney General of Ontario vs. Mercer.

DEPARTMENT OF JUSTICE, OTTAWA, 7th August, 1882.

SIR,—I have the honor to acknowledge the receipt of your letter of the 14th ult. Your action in retaining, as counsel, the gentleman named, is approved. The

last paragraph of my letter of May 30th was, however, written with a view that the number of counsel to be retained shall not be decided upon without reference to this Department, as the Honorable the Minister of Justice had then, and still has, under consideration the advisability of being represented in this case by Canadian as well as by English counsel.

As the Minister will have to justify to the Canadian Parliament his action in regard to the expenses incurred in the case, you will see that it is only reasonable that he should have an opportunity to say how many counsel shall be retained.

I have the honor to be, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

Messrs. BOMPAS, BISCHOFF & DODGSON,
4 Great Winchester Street, London, E.C., England.

Re Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E. C., 14th September, 1884.

DEAR SIR,—We have the honor to acknowledge the receipt of your letter of the 7th August, which would have been answered sooner but for the absence on vacation of the member of our firm who is giving special attention to the case, and who has now returned.

We are glad to learn that the counsel retained by us are approved, but at the same time have to express our regret that we should have misconceived the purport of the concluding paragraph of your letter, dated 30th May last, to which you refer. Had we not done so, we should, of course, have taken your instructions on the subject of Counsel. It is not our practice to do so unless specially desired. In a case of so much intricacy and importance, three English and one Colonial counsel would, on this side, be considered a fair and proper number, although, as you are doubtless aware, the Privy Council will not hear more than two, and on taxation, the fees of two only are allowed as against the unsuccessful party.

We are, dear Sir, yours faithfully,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, *Deputy Minister Justice.*

DEPARTMENT OF JUSTICE, OTTAWA, 15th September, 1882.

GENTLEMEN,—Having further reference to your letter of 14th July last, and to my reply of the 7th ult., I have the honor to say that the correspondence has been submitted to the Minister of Justice since his return, he having been absent at the time I wrote you.

It is the desire of the Minister that the services of the Solicitor General, Sir Farrer Hershell, Q.C., be retained for the case. In regard to your retaining Mr. Rigby, Q.C., and your standing junior, Mr. Jeune, it is the wish of the Minister that they be paid their retaining fee, and that you explain to them that they were retained by mistake and without authority of this Department, and that their further services in the case will not be required.

I am also directed by the Minister to say that while he will always be pleased to receive your suggestions in regard to the retaining of counsel, he desires that in future you should not, except, perhaps, under special circumstances, retain counsel without instructions from this Department.

I am, gentlemen, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

Messrs. BOMPAS, BISCHOFF & DODGSON, 4 Great Winchester St., London, Eng.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, 6th October, 1882.

DEAR SIR,—We had the pleasure to receive your letter of the 15th ult., and observe the instructions of the Minister of Justice regarding the retainer of counsel in this and future cases.

We may mention that about two years ago, by the instructions of Sir John Macdonald, we gave Sir Farrer Herschell, Q.C., S.G., a general retainer on behalf of the Dominion Government. In order to keep that retainer alive, we must, according to the practice which prevails here, specially retain Sir Farrer in each case in which we have the honor to represent the Dominion Government.

Kindly let us know whether we are to continue to do so in future.

We are, Dear Sir, yours truly,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, Deputy Minister of Justice.

DEPARTMENT ATTORNEY GENERAL, TORONTO, 14th October, 1882.

SIR,—I beg to acknowledge the receipt of yours of the 9th October, with printed copies of documents in *Attorney General vs. O'Reilly*.

Your obedient servant,

J. G. SCOTT, *Deputy Attorney General*.

GEO. W. BURBIDGE, Deputy Minister Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 9th October, 1882.

SIR,—I am directed by the Minister of Justice to enclose printed copies of certain documents in the case of the *Attorney General vs. O'Reilly*.

The Minister has signed the consent which was agreed upon between Mr. Lash and the Attorney General.

I am Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice*.

J. G. SCOTT, Deputy Attorney General, Toronto.

OTTAWA, 13th October, 1882.

SIR,—I beg to call your attention to the embarrassed position of my client, Andrew F. Mercer, the appellant in the escheat case which was decided in his favor by the Supreme Court of Canada, on the 14th November, 1881. As you are aware, the Attorney-General for the Dominion intervened in the case, and while the judgment of the Supreme Court was limited to the reversal of the order of the Court of Chancery, it practically determined the right of the Crown to be represented in all matters of escheat in Ontario by the Attorney General of the Dominion, and not by the Attorney General of that Province.

The case is now under appeal to the Privy Council Board in England, and will not, apparently, be disposed of for some time to come. The property involved in that suit consists of real estate in the City of Toronto, and is of considerable value, (say about \$50,000), but it produces no revenue to the appellant. The Supreme Court declared he was entitled to remain (and he did remain) in possession of it as against the claim of the Ontario Government, but he is unable to deal with it by way of lease or otherwise, while his ultimate right to hold it may be disputed at the instance either of the Ontario or the Dominion Government. The Ontario Government assuming authority in the premises, admitted the equitable right of my client to a certain maintenance from the proceeds of his father's property, and made provision for that purpose by an Act of the Legislature, passed in 1878 (41 Vic, chap. 1), and under its supposed authority, paid him the interest on an investment of some \$25,000 placed in the hands of trustees for his benefit. But when under legal advice he demurred to the information which the Attorney General had filed, to turn him out of possession of the house and lot he occupied, all further support for himself or his family was withheld, apparently to starve him into acquiescence, to deprive him of the means of contesting in the courts of the country his right to the possession of any part of his father's property to which he might establish a claim either at law or equity, or by the indulgence and uniform practice of the Crown in cases of escheat. This harsh treatment nearly accomplished the purpose.

If I had not in 1878 (at my own risk and cost) undertaken his case, trusting that the higher tribunals would affirm my view of the law, in opposition to that of the Ontario Government, he must have succumbed. By appealing, he not only maintained his own position, but established the right of the Dominion Government to administer escheated property in Canada, under these circumstances, I submit that Mr. Mercer ought not to be any longer punished for his resistance to demands which the highest court in Canada has declared to be illegal. At present, he is without means, and has a wife and four children dependant upon him. I understand the Attorney General for Ontario, who has been permitted by the Dominion Government to administer the property of Mercer's father pending the result of the appeal to England, is not unwilling to pay over to my client the arrears of interest, on the investment made for his benefit, which have accumulated since payment was stopped in 1878, if the Dominion authorities will authorize him to do so. A letter to that effect from the Minister of Justice would probably be sufficient for the purpose. May I ask an early as well as favourable reply to this matter?

I have the honor to be, your very obedient servant,

WM. McDUGALL.

Sir ALEXANDER CAMPBELL, K.C.M.G., Minister of Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 14th Oct., 1882.

SIR,—I have the honor to acknowledge receipt of your communication to the Minister of Justice, of the 13th inst., in the matter of Andrew Mercer, requesting that the Minister may consent to a payment by the Local Government of Ontario to Andrew Mercer, pending the final decision of the Mercer case.

In reply, I beg to say that the matter referred to will have consideration immediately upon the return of the Minister.

I am Sir, your obedient servant,

Hon. WM. McDUGALL, C.B., Ottawa.

GEO. W. BURBIDGE, D. M. J.

DEPARTMENT OF JUSTICE, OTTAWA, 20th October, 1882.

SIR,—I am directed by the Minister of Justice to acknowledge the receipt of your letter of the 13th inst., calling attention to the embarrassed position of your client, Andrew F. Mercer, the appellant, in the escheat case, which was decided in his favor by the Supreme Court of Canada.

You say that you understand the Attorney General of Ontario, who is administering the property of Mercer's father, pending the result of the appeal to England, is not unwilling to pay over to your client the arrears of interest on the investment made for his benefit, which have been accumulating since 1878, if the Dominion Authorities will authorize him to do so.

In reply, I am to say that in case the Ontario Government see fit to pay your client the arrears of interest on \$25,000, the amount mentioned in your letter as having been invested for him under 41 Vic., cap. 1 (Ont), the Government will not, in case it is finally decided that the Mercer estate is the property of the Crown, as represented by them, consider this payment to your client an improper act of administration of the estate.

I am Sir, your obedient servant,

GEO. W. BURBIDGE, Deputy Minister Justice.

Hon. WM. McDUGALL, C. B., Ottawa.

DEPARTMENT OF ATTORNEY GENERAL, ONTARIO,

TORONTO, 7th November, 1882.

MY DEAR SIR,—The Hon. William McDougall, who is acting for Mr. Andrew F. Mercer in respect to the Mercer escheat case, has handed to the Attorney General a letter, dated 20th October last, from you, addressed to Mr. McDougall, in which you say that in case the Ontario Government see fit to pay Mr. McDougall's client the arrears of interest on \$25,000, the amount mentioned in Mr. McDougall's letter

as having been invested for Mercer under 41 Vic., cap. 1 (Ont), your Government will not, in case it is finally decided that the Mercer estate is the property of the Crown, as represented by them, consider this payment to such client an improper act of administration of the estate. The Attorney General desires me to say that he would hardly feel at liberty to act in a matter of this kind addressed to a third party, but that if the Minister of Justice will write to him in similar terms, he will consider what allowance it will be possible to make Mercer in respect of the moneys authorized to be paid him under the Statute referred to.

Yours truly,

J. G. SCOTT, *Deputy Attorney General.*

GEO. W. BURBIDGE, Deputy Minister Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 14th November, 1882.

SIR,—I have the honor to acknowledge the receipt of your letter of the 7th inst., stating that the Hon. William McDougall, who is acting for Mr. Andrew F. Mercer, in respect to the Mercer escheat case, had handed to the Attorney General a letter dated 20th October last, from me, addressed to Mr. McDougall, and stating that the Attorney General desired you to say that he would hardly feel at liberty to act in a matter of this kind on a letter addressed to a third party.

In reply, I am directed by the Minister to say that the letter was addressed to Mr. McDougall at his request, and for such use as he saw fit to make of it. I am further directed by the Minister for him to give to the Attorney General the same assurance in this matter that by his authority I gave to Mr. McDougall.

I am, Sir, your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. G. SCOTT, Deputy Attorney General, Toronto.

Re Mercer Escheat Case.

DEPARTMENT OF JUSTICE, OTTAWA, 3rd December, 1882.

SIR,—I am in receipt of your letter of the 28th ult., with respect to your continuing to act as administrator of above estate, and in reply I beg to say that the consent of this Government is given to your continuing so to act on the terms mentioned in your letter until: (a) leave to appeal from the decision of the Supreme Court is refused; (b) or the judgment confirmed, or (c) reversed; it being understood that the application for leave to appeal, and the appeal itself, if granted, be proceeded with, with all possible despatch.

I have the honor to be, Sir, your obedient servant,

A. CAMPBELL, *Minister of Justice.*

Hon. OLIVER MOWAT, Attorney, Ontario, Toronto.

DEPARTMENT ATTORNEY GENERAL, ONTARIO,

TORONTO, 18th December, 1882.

MY DEAR SIR,—I send you per book-post, five copies of the documents which it was agreed between you and the Attorney General should be printed, and also send the original copy as settled between you and the Attorney General. Will you be good enough to sign the agreement inserted immediately after the title page in each of the five copies, and return me three of these, retaining the other two. I purpose sending two of these originals to Messrs. Freshfields & Williams, our solicitors, and the Attorney General will be obliged if you would send a copy to your solicitors in London, Messrs. Bompas, Bischoff & Dodgson, so that they may know from you directly that what is sent has your sanction. The Attorney General will be pleased if you would return the three books at your earliest convenience, as the printer has delayed the matter considerably. You will please return the original book.

Yours truly,

J. G. SCOTT, *Deputy Attorney General.*

Hon. Sir ALEXANDER CAMPBELL, Minister of Justice.

Attorney General vs. O'Reilly.

DEPARTMENT OF JUSTICE, OTTAWA, 22nd December, 1882.

SIR,—Referring to your letter of the 18th inst. to the Minister of Justice, I have the honor to inform you that I have sent one copy of the printed documents, as you suggest, to the Minister's Solicitors in London, and I return herewith three copies together with the original book. The fifth copy I retain.

Your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

J. G. SCOTT, Deputy Attorney General, Toronto.

Attorney General vs. O'Reilly.

DEPARTMENT OF JUSTICE, OTTAWA, 22nd December, 1882.

SIR,—I have the honor to send you herewith a book containing printed copies of a number of documents having more or less bearing on the matters in question in the above case. As you will see by the memorandum inserted immediately after the title page and signed by them, the Minister of Justice and the Attorney General of Ontario have agreed that the documents in the book are correctly printed copies of the originals, and may be treated in the same manner as if properly authenticated, subject to all legal exceptions to their use or admissibility upon the argument of the appeal.

Your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

MESSRS. BOMPAS, BISCHOFF & DODGSON, Solicitors, 4 Great Winchester St., London, E.C.

Attorney General of Ontario to O'Reilly and Mercer.

4 GREAT WINCHESTER STREET, LONDON, 11th January, 1883.

SIR,—We have the honor to acknowledge the receipt of your letter of the 22nd ultimo and of the accompanying pamphlet of printed documents to be used on the argument, subject to the agreement of 9th October, 1882, between the Minister of Justice and the Attorney General of Ontario. We shall require a few additional copies for the use of counsel, &c., which no doubt you will be good enough to forward us by book-post. We assume that the appellants will furnish the requisite copies for their Lordships use. The appellants solicitors here, have not taken any steps in the appeal since the arrival of the record in the earlier part of last year.

We have the honor to be, Sir, your obedient servants,

BUMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, Deputy Minister of Justice.

Attorney General vs. O'Reilly.

DEPARTMENT OF JUSTICE, OTTAWA, 29th January, 1883.

SIR,—The solicitors in London of the Minister of Justice have requested me to send them a few additional copies of the pamphlet of documents relating to this case for the use of counsel, &c. If you have any extra copies which you can spare, will you be good enough to send them to me.

Your obedient servant,

A. POWER, *for Deputy Minister of Justice.*

J. G. SCOTT, Q. C., Deputy Attorney General, Toronto.

DEPARTMENT OF ATTORNEY GENERAL, ONTARIO, TORONTO, 3rd February, 1883.

MY DEAR SIR,—In compliance with the request contained in yours of 29th ult., I sent, on the 1st February, six copies of the pamphlet of documents printed in the *Attorney General vs. O'Reilly*, which, I trust, will serve your purpose. Copies were sent to England for the use of all parties concerned, which, I thought, would be ample.

Yours truly,

A. POWER, Department of Justice.

J. G. SCOTT, *Deputy Attorney General.*

Attorney-General vs. O'Reilly and Mercer.

DEPARTMENT OF JUSTICE, OTTAWA, 6th February, 1883.

SIR,—As requested in your letter of the 11th ult., I have forwarded to you by to-day's mail, five additional copies of the pamphlet of printed documents in this case.

Your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister of Justice.*

Messrs. BOMPAS, BISCHOFF AND DODGSON, 4 Great Winchester St., London, E.C., Eng.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, 21st February, 1883.

SIR,—We have the pleasure to acknowledge the receipt of your letter of the 6th inst., forwarding five additional copies of the pamphlet of printed documents in this case, which have come safely to hand.

Yours obediently,

BOMPAS, BISCHOFF & DODGSON.

G. W. BURBIDGE, Deputy Minister of Justice.

Re Mercer Escheat, Attorney General vs. O'Reilly.

DEPARTMENT OF JUSTICE, OTTAWA, 18th April, 1883.

SIR,—I enclose a letter which I have received from Mr. Lash, Q.C., and have to request that you will, as he suggests, instruct Messrs. Bompas, Bischoff & Dodgson to do what is necessary to have this case set down for the end of June, or the beginning of July.

Your obedient servant,

D. O'CONNOR, Barrister, Ottawa.

G. W. BURBIDGE, D.M.J.

TORONTO, 19th May, 1883.

SIR,—The Attorney General for Ontario has obtained the consent of the Judicial Committee of the Privy Council to appeal from the judgment of the Supreme Court of Canada in my favor.

The case of the Attorney General of the Province of Ontario, informant, and Bridget O'Reilly, Catherine Smith, and Andrew F. Mercer, defendants.

My appeal in the said case was allowed by the Supreme Court, the order of the Court of Appeal for Ontario, and the decree of the Court of Chancery for Ontario were respectively revised. My demurrer to the information of the Attorney General was allowed, and the information dismissed, and the Attorney General was ordered to pay to me the costs incurred by me in all the courts.

The technical question of jurisdiction as between the Provincial and Dominion Governments was involved in the case, and the Attorney General for the Dominion intervened to the argument before the Supreme Court, but the case proceeded and judgment was given in my favor, as the principal defendant in the original suit.

My interests and claims are in jeopardy in the argument before the Board of Privy Council in England, not only in respect of the real property of which I am still in possession, but in respect to large bills of cost in the three courts which have adjudicated upon the case.

I am without means to retain counsel to proceed to England and watch my interests there, and although the Dominion Government has retained counsel, as I am informed, to argue the question of jurisdiction, I am desirous of being represented by counsel in the appeal to the Privy Council in the same manner as before the Supreme Court of Canada.

I respectfully submit my application to you, as Minister of Justice, for a sufficient sum of money to be charged on the estate of my father, if the judgment of the Supreme Court is affirmed as guaranteed to my counsel by the Dominion Government, if the judgment should unhappily be reversed.

I am informed that Attorney General Mowat intends to proceed to England to argue the case personally, and has already arranged to interpolate a mass of irrelevant matter with the case which has been printed for the use of the members of the Privy Council.

I have the honor to be, Sir, your obedient servant,
Hon. Minister of Justice. ANDREW F. MERCER.

DEPARTMENT OF JUSTICE, OTTAWA, 25th May, 1883.

SIR,—I have the honor to request that you will be good enough to issue an accountable warrant in favor of Z. A. Lash, Esq., Q. C., for the sum of \$1,500, on account of professional services and expenses in connection with his visit to England on behalf of this Government, to argue, before the Judicial Committee of the Privy Council, the cases of Mercer and Doutre, the amount to be charged against the vote for Miscellaneous Justice.

I am, Sir, your obedient servant,
GEO. W. BURBIDGE, *Deputy Minister Justice*.
J. L. McDougall, Auditor General.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E.C., 24th May, 1883.

SIR,—It is some months since we had anything to report in this matter, the applicants not having taken any steps in the interval to bring the appeal to a hearing. Now, however, the applicants solicitors have lodged their printed case and we have accordingly lodged ours also, having first had it settled by counsel.

We expect that the case may be reached by the end of June or the beginning of July, but you are probably aware of the great uncertainty there always is as to the period when an appeal will be reached. If we hear anything definite we will let you know. We understand from your former letters that counsel will come from Canada in time for the argument. We do not, however, propose to wait for his arrival before delivering the Solicitor General's Brief.

Your obedient servants,
BOMPAS, BISCHOFF & DODGSON.
GEO. W. BURBIDGE, Deputy Minister Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 25th May, 1883.

SIR,—In reply to yours of the 19th inst., I am directed by the Minister of Justice to say that he has made provisions for the argument before the Privy Council of the case to which your refer. I have also to add, as no part of the Mercer estate has yet come into the possession of the Dominion Government, there is no fund out of which the Minister can make an appropriation to enable you to obtain counsel, and that he does not think it prudent to give any guarantee in the matter.

I am, your obedient servant,
A. F. MERCER, Toronto. GEO. W. BURBIDGE, *Deputy Minister Justice*.

DEPARTMENT OF JUSTICE, OTTAWA, 25th May, 1883.

SIR,—I enclose cheque, No. 8280, of the Finance Department, on the Bank of Montreal, Ottawa, for \$1,500, being an advance on account of your fees for professional services and your expenses during your approaching journey to England, in connection with the appeals to the Privy Council in the Mercer escheat and Doutre cases, this sum to be accounted for in the usual manner on your return.

Please acknowledge receipt.

Your obedient servant,
Z. A. LASH, Q. C., Toronto. A. POWER, *for Deputy Minister of Justice*.

Telegram to O'Connor & Hogg, Ottawa.

LONDON, 16th June, 1883.

Mercer fixed 5th July.

BOMPAS.

Attorney General of Ontario vs. Mercer.

OTTAWA, 21st July, 1883.

DEAR SIR,—In this case, I have a telegram from Messrs. Bompas, Bischoff & Dodgson, London, advising me that the appeal in this case has been allowed without cost.

Your obedient servant,

Deputy Minister of Justice.

D. O'CONNOR.

Attorney General vs. Mercer.

OTTAWA, 14th August, 1883.

SIR,—I enclose you some copies of the judgment of the Judicial Committee of the Privy Council in this case.

Your obedient servant,

GEO. W. BURBIDGE, Deputy Minister of Justice.

D. O'CONNOR.

DEPARTMENT OF JUSTICE, OTTAWA, 28th September, 1883.

SIR,—I have the honor to enclose herewith the accounts of Mr. Z. A. Lash, Q.C., for services in connection with appeals to the Privy Council in the cases of the Queen vs. Doutre, and Attorney General vs. O'Reilly (the Mercer case).

In May last an advance of \$1,500 was made to Mr. Lash on account of fees and disbursements in these cases, and you will observe that he has given credit for \$500 of this in the Doutre case, and for \$1,000 in the Mercer case, and has made a charge of \$500 in the former and \$1,900 in the latter, thus leaving a balance due to him of \$900. I enclose a certificate that he is entitled to this sum, and have to request that you will send me a cheque in his favor as early as possible to-day.

Your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. L. McDUGALL, Auditor General, Ottawa.

OFFICE OF THE AUDITOR GENERAL, OTTAWA, 28th September, 1883.

SIR,—I have the honor to acknowledge receipt of your letter enclosing certificate that Z. A. Lash is entitled to a balance of \$900 on account professional services. I observe there is an item of \$400 for expenses, and before paying would like an account from Mr. Lash as to how this was expended.

Your obedient servant,

J. L. McDUGALL, *Auditor General.*

GEO. W. BURBIDGE, Deputy Minister Justice.

DEPARTMENT OF JUSTICE, OTTAWA, 29th September, 1883.

SIR,—Referring to your letter of yesterday, respecting Mr. Lash's accounts for professional services and expenses in connection with the appeals to the Privy Council, I have the honor to inform you that Mr. Lash, on presenting his account, claimed the sum of \$500 for expenses, and that since the receipt of your letter he has prepared for me the enclosed memorandum, showing in detail how that amount was arrived at. It was at my suggestion that he reduced this item to \$400, and my taxation of it was, perhaps, rather severe, but I think it better to adhere to my certificate.

Be good enough to send me a cheque for the \$900 as soon as possible.

Your obedient servant,

GEO. W. BURBIDGE, *Deputy Minister Justice.*

J. L. McDUGALL, Auditor General, Ottawa.

Re Mercer Escheat.

DEPARTMENT OF JUSTICE, OTTAWA, 3rd October, 1883.

SIR,—I have the honor to enclose cheque No. 9463, of the Finance Department, for \$900, being the amount of your charges for services and expenses in connection with the appeal to the Privy Council in this case, less the advance of \$1,000 made to you.

You will observe that \$400 has been allowed for your expenses. Please acknowledge receipt of cheque.

Your obedient servant,

Z. A. LASH, Q.C., Toronto. GEO. W. BURBIDGE, *Deputy Minister Justice.**Attorney General of Ontario vs. Mercer.*

4, GREAT WINCHESTER STREET, LONDON, E.C., 29th November, 1883.

DEAR SIR,—We have sent our charges in this matter to Messrs. O'Connor & Hogg, but we are not sure whether this was the proper course, or whether we should have sent them to you; if so, please accept our apologies. We have requested Messrs. O'Connor & Hogg to hand our bill to you, if it ought to have gone to you.

We are, dear Sir, yours faithfully,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, *Deputy Minister of Justice,**Attorney General of Ontario vs. Mercer.*

DEPARTMENT OF JUSTICE, OTTAWA, 12th December, 1883.

GENTLEMEN,—I have the honor to acknowledge the receipt of your letter of the 29th ult. and to inform you that Messrs. O'Connor & Hogg have handed your bill of costs in the above case to me, and that it will receive immediate attention.

Your obedient servant,

A. POWER, *for Deputy Minister of Justice.*

Messrs. BOMPAS, BISCHOFF & DODGSON, Solicitors,

4, Great Winchester St. London, E.C., England.

DEPARTMENT OF JUSTICE, OTTAWA, 28th December, 1883.

GENTLEMEN,—I have the honor to enclose Finance Department bill of exchange No. 1283, for £359 3s. 11d. sterling, for professional services *in re* Mercer escheat.

Please acknowledge receipt.

Your obedient servant,

A. POWER, *for Deputy Minister of Justice.*

Messrs. BOMPAS, BISCHOFF & DODGSON, Solicitors, 4 Great Winchester St., London, E.C.

Attorney General of Ontario vs. Mercer.

4 GREAT WINCHESTER STREET, LONDON, E.C., 14th January, 1884.

SIR,—We have the pleasure to acknowledge the receipt of your letter of the 28th ult., enclosing Finance Department bill of exchange No. 1283, for £359 3s. 11d. sterling, and charges in this appeal, for which we have to thank you.

We are, Sir, yours obediently,

BOMPAS, BISCHOFF & DODGSON.

GEO. W. BURBIDGE, *Deputy Minister Justice.*

Statement of costs incurred by the Government of Canada in connection with the Mercer Escheat Case, Attorney General vs. O'Reilly:

1881.	
May 21.—Paid <i>Citizen Printing and Publishing Company</i>	\$ 81 00
Oct. 1.—Paid J. A. Macdonell, Solicitor for Dominion Government.....	100 00
1882.	
March 14.—Paid J. A. Macdonell.....	342 17
Dec. 1.—Paid Z. A. Lash, Q.C., Counsel for Dominion Government.....	240 00
1883.	
Sep. 29.—Paid Z. A. Lash, Q.C.....	1,900 00
Dec. 21.—Paid Bompas, Bischoff & Dodgson, Solicitors for Government in England.....	£359 3 11

SUPPLEMENTARY RETURN

(117a)

To an ADDRESS of the HOUSE OF COMMONS, dated 30th January, 1884;—For copies of the Shorthand Writers' notes of the proceedings before the Judicial Committee of the Privy Council, in the case of the Queen and Mercer, and of the Judgment of the Court in that case. Also, all Correspondence in connection therewith, and Statement of the costs incurred by the Government in Canada, and in England, in connection therewith. Also, Statement of any proceedings taken by the Government since Confederation, in the nature of the inquisition or otherwise, in matters of Escheat in any of the Provinces, giving the dates at which the Government first intervened in each of such matters, the nature of the intervention, and a Statement of the action of the Government, with dates, and copies of all Petitions, Correspondence, Orders in Council and Papers connected with all applications to the Government as to Escheated Lands, since Confederation, not already brought down.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
3rd April, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(118)

To an ORDER of the HOUSE OF COMMONS, dated 28th January, 1884;—For copies of any Correspondence on the subject of the increase or re-adjustment of the Judicial Salaries, from the 1st January, 1882.

By Command,

J. A. CHAPLEAU

Secretary of State.

Department of the Secretary of State,
26th March, 1884.

RETURN

(119)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For copies of all Correspondence, Reports, Departmental Orders, Orders of the Land Board, and other Papers connected with the disposal of the West half of Section 6, Township 2, Range 14, West of the Principal Meridian, Manitoba, and particularly of all Papers connected with the claims of John Robertson, and of one Wallace, to the said Lot.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
26th March, 1884.

RETURN

(120)

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd March, 1884;—For :

1. Copies of all Orders in Council or Departmental Orders respecting the reservation for a Town Site at Fort McLeod.
2. Copies of all Orders or Regulations respecting the said Town, the terms and conditions on which it is proposed to dispose of the same.
3. Copies of all claims made for any portion thereof by Squatters or others; all rulings of the Department in respect thereof.
4. Copies of all Correspondence on any of the said points.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
26th March, 1884

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(121)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For copies of the Report of Mr. Guerin, Civil Engineer, respecting the explorations made by him on the Yamaska River, and in the neighborhood of Lavallière Bay.

By Command,

J. A. CHAPLEAU,
Secretary of State.

Department of the Secretary of State,
27th March, 1884.

RETURN

(122)

To an ADDRESS of the SENATE, dated 13th March, 1884;—For copies of all Correspondence, Petitions and other Documents, addressed to the Honorable the Secretary of State for the Colonies, in England, through the Honorable the Secretary of State for the Dominion of Canada, the whole concerning the question of Laval University, of Quebec, since March, 1880, up to this date.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
26th March, 1884.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

RETURN

(123)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For copies of Correspondence in reference to a charge against the Captain of the Life-saving Crew, at Port Rowan, in the County of Norfolk, Province of Ontario, in not saving the lives of the Crew of the Barque “Fitzgerald,” in November, 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th March, 1884.

Secretary of State.

RETURN

(124)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884;—For:

1. Copies of all Tenders called for and made last year for the extension of the Wharf at St. Jean Port Joli.
2. Of the Contract awarded to the party tendering, if such Contract was awarded.
3. A Statement of the Amount expended last year on the said work.
4. The Names of the persons, if any, who had charge of the said work, and of the Salary allowed, and paid to each such person.
5. A Statement of the work done, showing demensions, quantity and quality.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
28th March, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]*

RETURN

(124a)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of Report and Plans of the Chief Engineer, on Surveys made by him last Summer in St. Anne, Kamouraska, and St. André, in the County of Kamouraska.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

RETURN

(124b)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of all Petitions, Correspondence and Reports made by any Officer of the Department of Public Works, in reference to the erection of a Public Wharf and Bridge at Upper Woods Harbor, in the County of Shelburne, Nova Scotia.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

REPORT

OF THE

COMMISSIONER

OF THE

NORTH-WEST MOUNTED POLICE FORCE

1883.

Printed by Order of Parliament.



OTTAWA:
PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET
1884.

*To His Excellency the Most Honourable the Marquis of Lansdowne, Governor
General of Canada, &c., &c.*

MAY IT PLEASE YOUR EXCELLENCY,

The undersigned has the honour to lay before Your Excellency the Annual
Report of the Commissioner of the North-West Mounted Police Force.

Respectfully submitted,

JOHN A. MACDONALD,

Superintendent General of Indian Affairs

OTTAWA, 1st February, 1884.

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THE OFFICE OF THE COMMISSIONER,
NORTH-WEST MOUNTED POLICE.

REGINA, N.W.T., 1st January, 1884.

SIR,—I have the honour to submit herewith my Annual Report for the year ending 31st December, 1883.

In January last I acknowledged the receipt of your letter of the 28th December, 1882, with which you enclosed, for my information and guidance, copies of correspondence from Washington, U.S., relating to the notice given by the United States Government of possible collision between their troops and bands of Indians in the Milk River country. Such collision was feared from the fact of representations having been made to the United States Government to the effect that the portion of the country above alluded to was overrun by half-breeds, Crees, hostile Sioux and armed Yanktons, as well as the presence of white hunters in their midst. Had the intervention of the United States troops been considered necessary, it was then assumed that such collision might take place in the vicinity of the Canadian frontier. You therefore directed me to notify the officer commanding our post at Wood Mountain, in order to place him on his guard in case of such contingency arising.

I therefore promptly gave instructions to the officers commanding our posts at Wood Mountain and Fort Walsh, forwarding them copies of the correspondence from Washington, and directing that, should there be any foundation for the reports which had reached the United States Government, I was to be advised thereof.

Happily, the fears entertained by that Government were not realized. On the 27th of January last I forwarded you a report on the subject from Inspector Macdonell, the officer commanding our post at Wood Mountain, which report it is needless here to recapitulate, further than to add he was not of opinion that any of our half-breeds and Indians were at that time south of the International Boundary Line, nor did he consider it probable that any collision would take place, notwithstanding the fact that he was aware of the evil influences created among the American Indians by the presence, in the American reservation, of a large number of white hunters, described as being a lawless set, principally composed of professional horse-thieves and outlaws. The statements and surmises, as set forth in Inspector Macdonell's report, eventually proved themselves to be sound ones.

During the past winter everything was quiet in and about the headquarter district. The Indians on the various reserves east of Regina gave no trouble. During these winter months, the principal duty that devolved upon that portion of the division stationed at headquarters was the suppression of liquor traffic; men being stationed at suitable points along the railway, eastward and westward of Regina, with a view of accomplishing this object. This, in itself, sufficiently taxed our resources, as the strength of the Division at headquarters was not great, owing to the lack of barrack and stable accommodation that then existed, a large portion of the division wintering in our old post at Fort Qu'Appelle. This detachment was withdrawn to headquarters on further buildings being erected, which supplied the necessary accommodation.

A large number of Indians spent last winter in the vicinity of the Cypress Hills; their conduct, on the whole, was fairly good, though requiring constant police surveillance from the division then stationed at Fort Walsh.

Track-laying on the Canadian Pacific Railroad ceased in the month of January, at a point some 12 or 13 miles eastward of the station now known as Maple Creek. Several parties of workmen employed by the railway company wintered in the Cypress Hills, cutting and getting out timber. These men, ignorant of Indian

habits, were on different occasions needlessly alarmed by rumours that reached them of the hostile intentions of the Indians in the vicinity. On one occasion, a timid attempt was made by a few Indians to stop their work; such attempt at intimidation was prompted on the part of the Indians by a desire to procure presents of food from the contractors. On representation being made to the officer commanding at Fort Walsh, prompt and effectual steps were taken to secure quietude and prevent any similar occurrence. On this subject Superintendent Shurtliffe reports to me as follows:—

“On the 7th inst, Mr. La France, a railway contractor, who was cutting ties in the neighbourhood of Maple Creek, came to me and complained that a body of Indians, under ‘Front-man,’ had visited his camp and forbidden them to cut any more timber, saying that it was the property of the Indians, and that they had also demanded provisions from them.

Mr. La France and his men being thoroughly frightened, at once left the bush and repaired to the police outpost at Maple Creek and claimed protection.

On hearing Mr. La France's complaint, I sent for “Front-man,” and explained that it was a very serious matter to interfere with any men working in connection with the railway, and convinced him that it would not be well for him or any other Indian to do anything having a tendency to obstruct the progress of the road.

On being assured that he would have no further trouble, Mr. La France resumed work.”

In January last a serious case of cattle killing occurred in the Fort McLeod district, the first information of which was received by Sergt. Ashe, in charge of the detachment at St. Mary's Crossing. This information was received from a Blood Indian, and was to the effect, that a party of Stony Indians were killing cattle in the dry forks of the Kootenai River.

Sergt. Ashe, accompanied by Corporal Derenzie, followed the trail made by the Stony Indians. Upon reaching their camp—which was a large one—Sergt. Ashe discovered that the information received was correct, he and Corporal Derenzie then proceeded to Pincher Creek for assistance, which they procured, then returned and arrested ten Indians. These Indians were brought before Superintendent Crozier. The two men implicated in killing the cattle were duly committed for trial, the others being released for want of evidence. The manner in which the arrest was made by the non-commissioned officers in question, has been most favourably reported on by the officer commanding their division.

During the month of April, work was resumed on the Canadian Pacific Railway, and large numbers of men and horses were pushed forward to the end of the track by that Company. With this began what may be termed the commencement of our season's work. Order had to be maintained among the railway navvies, and every effort used for the prevention of whiskey smuggling. As the track-laying proceeded westward towards Medicine Hat, I found it necessary to place a strong detachment at that point. This detachment rendered excellent service. Owing to the heavy nature of the engineering work, through the Seven Persons Cou'ée to Medicine Hat, this latter place was for a considerable time considered as a terminus, where large bodies of men were collected, and where a settlement at once grew up. This being the case the services of our detachment were in constant demand in the suppression of liquor traffic, the prevention of horse stealing, quelling small strikes, and generally maintaining order.

During the summer I found it expedient to considerably increase the strength of the division at Maple Creek. As I informed you in my letter on the 21st of June last, I transferred from head quarters to that Division twenty seven men. I did this while at Maple Creek, in compliance with an urgent request from the Assistant Indian Commissioner, to the effect that a greater number of men might be stationed there. At the time mentioned, a large Indian camp was located there. The Indians comprising this camp, the Assistant Indian Commissioner considered, in a very unsettled state, in addition to which there was also a party of some 130 strikers, previously employed by the Canadian Pacific Railway Company.

These strikers created, what at one time threatened to be a serious disturbance. Their leader struck the foreman of the railway construction gang, for which assault, he was arrested and sentenced to seven days' imprisonment; this arrest and other determined steps taken by us, had the effect of restoring quietude. As you are aware, the strength of the division at Maple Creek was afterwards, when circumstances permitted, reduced by which reduction I was enabled to fill vacancies existing in the divisions at Fort McLeod and Calgary, as well as at Battleford.

As the grading and track-laying of the Canadian Pacific Railway Company proceeded from Medicine Hat onward towards Calgary, detachments of police from the latter place were established along the located railway line, travelling with the graders and track-layers as they went westward.

West of Calgary, it was afterwards found necessary to establish a detachment near the Stony Reserve, which is situated on the opposite side of Bow River, from Morleyville. As the grading went well into the mountains, still another detachment was found to be required. This detachment was placed at a point known as Padmore, 18 miles west of Morleyville. In the meanwhile, the necessity for further maintaining the detachment at the Stony Reserve disappeared, the non-commissioned officers and men comprising it being stationed west of Padmore, at Big Park in the Rocky Mountains, at a later date, moving still further west to Hillsdale, a place but 28 miles from the summit.

Quarters and stables were erected by our own men at Padmore and Hillsdale where detachments still are, and where I think it will be necessary to retain them during the coming winter.

Constant patrolling was kept up along the railway line, with a view of preventing prairie and forest fires. The benefit of the service performed by these patrols cannot be over-estimated. It is to be regretted that greater care was not exercised by contractors in the matter of preventing fires from spreading. There is no doubt that in the mountains much valuable timber has been destroyed. Innumerable fires were put out by our men, and a large number of arrests made. In the majority of cases, however, it was impossible to secure conviction from lack of evidence forthcoming.

The presence of the strong force of police stationed at Calgary, was the means of quelling what, at times, appeared to be serious disturbances, brought about by strikes on the part of dissatisfied workmen on railway construction. As the grading approached Calgary, the officer commanding that post had numerous complaints lodged before him by men working the line, on the ground of non-payment of wages. On this subject, Superintendent McIllree reports to me as follows:—

"In nearly all cases they were working for small sub-contractors. For some weeks we were literally besieged with applicants for non-payment of wages. A good many of these cases were decided in court under the Masters' and Servants' Act, but by far the greater number were settled by sending a man to the contractor's camp, getting a statement of the claimant's account, and demanding the balance due him, which was generally at once given to save costs of court. This entailed a great lot of work, as summonses had to be issued in case the contractor would not pay what was due, and I often had to send long distances, and some days would have to send out many different parties. The detachment stationed along the line did good work in this respect also, as they were able to settle little questions of wages and other things without the parties having to come to the post."

On the 26th of June last, a telegram was received here to the effect that a murder had been committed at Qu'Appelle. A party of police under Superintendent Herchmer, at once proceeded to that place to make investigations. It was ascertained that the body of a respectable settler, named John McCarthy, had been found in the vicinity of the shanty he had occupied.

Abundant evidence was forthcoming to prove that a murder had been committed. McCarthy was reputed to have had a considerable sum of money in his possession, to obtain which was no doubt the object of the murderers. I afterwards proceeded myself to the scene of the crime, and held an investigation. The evidence adduced

thereat, together with other facts afterwards brought to light, led to the arrest of two half-breeds named John and George Stephenson. The preliminary investigation of the charges brought against these men was held by myself. I committed them for trial, which trial took place before Stipendiary Magistrate Richardson, at Regina, on the 3rd of October last, both half-breeds being found guilty of murder, and sentenced to death, which sentence has, as yet, not been carried into effect. The prisoners are now incarcerated in the guard-room here.

With regard to the police duty performed in the Fort McLeod District, the following is taken from a report I am in receipt of from Superintendent Crozier:—

“During the past year I have had outposts at the following points, viz:—The Crow's Nest Pass, Rocky Mountains, Pincher Creek, Dry Forks of the Kootenay River, Kootenay Pass, Stand Off, Junction of the Kootenay and Belly Rivers, Leavings of St. Mary's, Fort Shaw Road, Whoop-Up, Coal Banks, Junction of St. Mary's and Belly River, and the Piegan Reserve. I have withdrawn the detachments for the winter from Whoop-Up, Coal Banks, the Crow's Nest Pass, and Kootenay Pass.

These detachments will, however, have to be re-established in the spring.

The strength of each outpost at this date is as follows:—

Stand-Off, one non-commissioned officer, three men.

St. Mary's, one non-commissioned officer, two men.

Kootenay, one non-commissioned officer, three men.

Pincher Creek, one non-commissioned officer, four men.

Piegan Reserve, two men.

“These outposts have answered all the purposes for which they were established, notably the prevention of cattle killing, horse stealing and smuggling. I believe I am safe in saying that in all cases of cattle killing the offenders have been brought to justice. The presence of these detachments scattered over the country, and the constant patrolling, have had undoubtedly a most salutary effect in preventing not only the offences above enumerated, but crime generally, and at the same time afforded settlers and ranchmen a sense of security for both life and property, which could not otherwise have been felt.

“During the past summer and autumn the country was infested by horse thieves, but I am glad to be able to report that they were rarely successful in carrying out their thieving designs.

“In several cases suspected horse thieves were followed and watched by the police for weeks, and finally escorted across the line, having succeeded in their undertakings only to the extent of causing considerable anxiety and trouble to both settlers and police.

“The record hereto attached will show the number of criminal cases brought before the Stipendiary Magistrate and myself, though it by no means gives an idea of the work performed by the police, because the constant vigilance and presence of men in all sections has, to a great extent, prevented crime.”

During the past month a very serious strike occurred on the Canadian Pacific Railway line, the engineers and firemen refusing to sign such articles of agreement as were proposed and submitted to them by the railway authorities; these workmen making demands for increased rate of pay, which, being refused by the Company, led to the cessation of work by engineers and firemen all along the line. It at once became apparent that the feeling between the Company and their employees was a bitter one. This being the case, and the Company further finding that in addition to its being deprived of skilled mechanical labour, and also that secret and criminal attempts were being made to destroy most valuable property, our services were called into demand.

The following is a telegram I received from Mr. J. Murray, Divisional Superintendent:—

“MOOSE JAW, 15th December, 1883.

“COL. IRVINE,—

“Please furnish me with detachment of police to come to Moose Jaw to protect property here and see that trains carrying mails, passengers, &c., are not interfered

with. Expect to be in Regina about 3 or 4 p.m. with engine and car to bring them over.

“J. MURRAY.”

On receipt of this telegram I had a detachment of police, consisting of two officers and thirty-five men, placed under orders to proceed to Moose Jaw.

On the evening of the 15th December, Mr. Murray reached Regina with an engine and car, and the detachment proceeded forthwith to Moose Jaw, which is the end of a division, and 40 miles west of this place.

On arrival at Moose Jaw, Superintendent Herchmer, commanding the detachment placed a guard on the railway round house at that place. From the assistance rendered by our men the railway company was enabled to make up a train, which left for the east on the following morning with passengers and mails. By this train Superintendent Herchmer, with nineteen men, proceeded to Broadview, the eastern end of the same railway division.

Inspector Deane, with sixteen men remained at Moose Jaw.

With regard to the protection and assistance at Broadview, Superintendent Herchmer reports to me as follows: “On arrival there, I took charge of all the railway property. There was a good deal of excitement among the strikers, and I have no hesitation in saying that if it had not been for our men there would have been serious trouble. I remained at Broadview until the 20th, when I returned here with nine constables, leaving Sergeant Martin and nine constables to guard Broadview. Besides guarding the round house, every engine which left the yard was guarded.”

The following is an extract from a report I am in receipt of from Inspector Deane, with regard to the work he and his detachment were called upon to perform at Moose Jaw:—

“I have the honour to report as follows:—

“On arrival here on the 15th instant, a guard of one non-commissioned officer and three constables was posted in the round house to protect the engines from being tampered with.

“At 8 a.m., next day, as an engine was being moved to haul the east bound train, it was found that the valve yoke on the near side was missing, and it was said that this had been abstracted during the night.

“I noticed that a great number of irresponsible and apparently unnecessary employees were in and about the house, and having obtained the sanction of Mr. Murray, with the concurrence of Mr. Fenton, his deputy, I issued orders in writing to the acting non-commissioned officer commanding the guard, to fasten from within all means of ingress and egress, and to allow none but the foreman and two day and two night watchmen to enter the building. I then informed the foreman that he was to examine the engines thoroughly, report any deficiencies and consider himself responsible for their condition thenceforward.

“In addition to the guard, I posted a picquet to patrol the whole premises by day and night, communicating with the guard at least once in every hour.

“As a result, the engines were uninjured and the Company's property generally protected.

“On the 17th instant, at Mr. Fenton's request, I despatched two constables as an escort on an engine hauling a passenger train to Swift Current. These men returned this evening escorting the same driver who was threatened at Swift Current.

“I should not omit to mention that no engine is allowed to leave the round house without my written or personal order, and that each is escorted until clear of the station or until safely housed.

“Yesterday the aforementioned foreman of the round house having refused to obey a written order of the Assistant Superintendent to pilot an engine to the relief of a stranded train at Morse, and having thereafter absconded for fear of arrest, was replaced by Mr. G. Reed, a brother of the master mechanic at Winnipeg.

“There seems to be some unfortunate misconception as to the administrative authority possessed by the last-named official and the Assistant Superintendent here

respectively, and an ill-advised course adopted by Mr. Reed had well nigh cost the Company dear.

"The facts were as follows: The master mechanic wired to the foreman of the round house to re-admit the locked-out men to the shops without consulting the official here on the spot as to the expediency of such a step. Nineteen men were consequently admitted, together with the additional night workmen. So far as the police were concerned, I stipulated that the employees should be compelled to enter and leave by only one door, that all other doors should be kept fastened as heretofore, and that no man should be admitted without a check.

"This morning, however, it was found that the throttle of an engine had been opened and the lever pushed forward, so that had there been enough steam on, the result would have been disastrous. Again, the feed pipe of another engine was found to be choked with waste. Whilst I was enquiring into the first mentioned case, one of the employees came up and volunteered the information that a throttle might easily fly open, and that he did not 'think one of the boys did it.' I then recognized this man as being a notorious malcontent, a turner by trade, and seeing that he and men of his calibre were to be allowed the run of the shop, I felt that I could no longer guarantee the safety of the engines in my charge, and addressed a letter to that effect to the Assistant Superintendent. That official's representative at once saw the force of my objection, and cleared the shop of all but about six or seven responsible men pending further developments. The additional men now on their way hither will enable me to take further precautions for the protection of property, as well as to effectually watch the various switches, guard the loyal engineers and firemen, and furnish an escort for out going trains.

"There is some reason to believe that the malcontents, finding themselves foiled at every turn, will give more trouble when the train service is fully resumed by imported drivers, but they have hitherto acted with sufficient cunning to escape the meshes of the law.

"A few days ago they were bringing alkali and acids to poison the water, but the tank was secured from their access, and it is now reported to me by a citizen that they are bringing red pepper this evening

"In conclusion, I think it only right to say that the men composing the detachment have done their duty cheerfully and well."

Very much similar service was demanded of us and performed along the whole line. Ultimately the malcontents returned to work at the rates of pay originally proposed by the Company. The serious and disastrous consequences which must necessarily accompany a forcible closing of a line such as the Canadian Pacific Railway, are so obvious in themselves, that they call for no further remark. I shall only add that the prompt, and I trust effectual, quelling of what at one time appeared to be a universal railway strike is, I consider, a matter of the utmost congratulation.

The above may be regarded as but a brief summary of the police work we have been called upon to perform during the past year. To deal further with particulars would force this report to assume proportions altogether too voluminous.

A more adequate idea of the season's work can be obtained from reference to the list of criminal cases tried of which the following is a recapitulation, and even this does not form a complete record as, I regret to say, the return of cases tried at Battleford has not, up to this date, come to hand.

Recapitulation of cases tried in the North-West Territories, from 1st December, 1882 to 1st December, 1883:—

Murder	1
Shooting with intent.....	4
Horse stealing	12
Forgery.....	2
Larceny	18
Embezzlement.....	2
Perjury	1
Malicious injury to property.....	4

Accessory to robbery.....	1
Bringing stolen property into Canada.....	17
Conspiracy to steal.....	2
Receiving stolen property... ..	8
Non-payment of wages.....	97
Obtaining money under false pretences.....	6
Obstructing a constable in the discharge of his duty.....	1
Selling intoxicants.....	13
Having and bringing liquor into North-West Territory.....	66
Gambling in North-West Territory.....	29
Assault and battery.....	4
Assault.....	25
Drunk.....	10
Drunk and disorderly.....	12
Cattle killing.....	13
Lunacy.....	1
Miscellaneous.....	37
Total.....	386

THE CANADIAN PACIFIC RAILWAY.

It can be readily understood how largely our police work has been added to during the construction of the Canadian Pacific Railway. As the work neared the eastern boundary of the Territories, the trouble then feared may be classified as follows:

1st. Annoyance and possible attack on working parties by Indians.

2nd. Difficulty of maintaining law and order among the thousands of rough navvies employed; and the prevention of whiskey being traded in their midst and at all points of importance along the line.

Fortunately, the Indians were so kept in subjection that no opposition of any moment was encountered from them.

As originally expected, numerous and continued efforts were made to smuggle in whiskey, at almost all points along the construction line. This taxed our resources and vigilance to the utmost. It is, however, most satisfactory to know that our labours were successful.

I know of no such enterprise being carried on throughout a new country, without, to a great extent, law being set at defiance, and a certain amount of demoralization existing. This appears to have been the opinion of the General Manager of the railway. Coming from a man of his varied experience, such an opinion must carry weight. Last year, in writing to me on the subject, he said: * * * * *
 "Indeed, without the assistance of the officers and men of the splendid force under your command, it would have been impossible to have accomplished as much work as we did. On no great work, within my knowledge, where so many men have been employed, has such perfect order prevailed."

With regard to the work of construction accomplished during the past season, the following return will give some idea of its magnitude, as well as of the enormous force of men employed:—

Miles of track laid.

Commencing at a point 535 miles west of Winnipeg, on 18th April, 1883.

Month.	Main Line.	Sidings.
April	17 miles 3,040 feet.....	4,581 feet.
May	51 " 5,120 " 2 miles,	788 "
June	66 " 5,020 " 5 "	2,440 "
July	92 " 1,540 " 5 "	596 "
August	36 " 3,642 " 4 "	515 "
September	31 " 1,820 " 1 "	2,147 "
October.....	44 " 780 " 1 "	4,900 "
November	35 " 595 " 4 "	2,985 "
Total.....	376	437 25 3,112

Track-laying ended 28th November, 1883.

The present terminus of the Canadian Pacific Railway is within but 1½ miles of the summit of the Rocky Mountains. It may safely be concluded that in the coming spring, soon after work has been resumed, the terminus will have gone westward into British Columbia, where our jurisdiction does not extend.

I trust you have every reason to be satisfied with the protection and assistance rendered by us to the Canadian Pacific Railway during the construction of their line through our territory.

The following I have just received from J. M. Egan, Esq., General Superintendent : —

CANADIAN PACIFIC RAILWAY COMPANY,
(WESTERN DIVISION).

WINNIPEG, 31st December, 1883.

MY DEAR COLONEL,—Gratitude would be wanting did the present year close without my conveying, on behalf of the Canadian Pacific Railway Company, to you and those under your charge, most sincere thanks for the manner in which their several duties in connection with the railway, have been attended to during the past season.

Prompt obedience to your orders, faithful carrying out of your instructions, contribute in no small degree, to the rapid construction of the line. The services of your men during recent trouble among a certain class of our employees, prevented destruction to property, and preserved obedience to law and order in a manner highly commendable. Justice has been meted out to them without fear or favour, and I have yet to hear any person, who respects same, say ought against your command.

Wishing you the season's compliments,

I remain,

Yours very truly,

JNO. M. EGAN,
General Superintendent, C. P. R.

To COLONEL IRVINE, Commissioner, Mounted Police.

INDIANS.

The conduct of the various Indian tribes throughout the Territories has, on the whole, been good. In the month of May last some trouble arose on the Sarcée Reserve, which is situated some 8 miles from Fort Calgary. In reporting to me on the subject, Superintendent McIlfree writes as follows :—

"On the 17th May, the Agent on the Sarcee Reserve sent me word that a buck named Crow Collar had destroyed some property in the ration house. I sent Sergeant Ward to arrest him. He sent me back word that Bull's Head, the Head Chief, refused to give him up. I went out myself with ten men, saw Bull's Head and all the Chiefs, and told them they must give Crow Collar up or I should have to take in the Head Chief. They refused. I then ordered the arrest of Bull's Head. As soon as the men caught hold of him, he resisted violently and called on the young men who were in the Soldiers' Lodge to assist him. They burst out all around and were in a most excited state. As I saw the arrest could not be made at that moment without bloodshed, and as it was fast getting dark, I ordered the men to go to the Agent's house. We remained there all night, and I sent a man to Inspector Dowling, ordering more men in the morning. They arrived early, and I at once went to the Lower Camp and found it completely deserted. On searching the Upper Camp I found some bucks assembled in one of the houses and told them I was going back and they were to bring in Crow Collar and Bull's Head at once. They brought in Crow Collar about 1 p.m., and Bull's Head sent word he would come in next day. He came as he promised with most of his bucks, but without arms, and I put him in a cell. I kept him there for a couple of days, and then had him before me, and explained to him in what a very wrong manner himself and tribe had behaved. He promised he would give no more trouble, and I released him."

During the month of August, a party of ten men under Superintendent Herchmer proceeded, at request of His Honour the Lieutenant Governor, from this place to Fort Qu'Appelle. His Honour's request was based on the fact that the settlers about Qu'Appelle had become alarmed at the actions of a number of Indians gathered about the Fort. On arrival Superintendent Herchmer found that reports of the trouble were much exaggerated. His visit, however, was not without its good effects, as the Indians inclined to be troublesome returned peaceably to their reserves.

In the month of July the Indian Agent at Edmonton communicated with the officer commanding our post in that district, informing him of exorbitant demands made by the Indians in a most overbearing manner, and requesting assistance and police protection, which was given. Inspector Gagnon and his detachment proceeded to the scene of trouble, which was the means of restoring quietude. Notwithstanding the latter fact, however, I deemed it advisable to somewhat increase the strength of the force in the Edmonton District, and sent there a party of one officer and ten men.

ASSISTANCE RENDERED TO INDIAN DEPARTMENT.

Every assistance in our power was afforded the Indian Department, escorts being furnished in the transmitting of the annuity money to the various Indian Agents. A detachment under the command of Superintendent Cotton, proceeded from this place to Maple Creek, with the annuity money for Battleford, Carlton, Fort MacLeod, Edmonton and Sarcee Reserve.

The money for Battleford and Carlton was sent under a strong escort from Maple Creek to Battleford, and handed over to the officer commanding our post, who transferred the Battleford money to the Indian Agent at that place, also forwarding the Carlton money under suitable escort. The money for Fort MacLeod, Edmonton, and the Sarcee Reserve was taken on to Fort Calgary by an escort supplied from Maple Creek, there handed over to the officer commanding our post, who furnished escorts to Edmonton and Fort MacLeod.

Escorts and pay clerks were, when demanded, furnished the various Indian Agents during the annual payments, which payments, I am pleased to be able to report, all passed off quietly.

During the month of July, a strong escort was furnished to proceed with the Indians travelling from Maple Creek to Battleford, with a view of their settling upon their legitimate reserves. In the month of September it was found that notwithstanding

ing the number of Indians who, at the request of the Indian Department, had proceeded to their reserves, we had still a very large camp remaining at Maple Creek, at which place they desired to remain for the winter. Knowing it to be the policy of the Government that these Indians should be removed from the proximity of the boundary, and located on their reserves north of the Canadian Pacific Railway line, and being fully aware how important it was that this judicious policy should be carried into effect, I was but too willing, at the request of Honour the Lieutenant-Governor, to accompany the Acting Assistant Indian Commissioner to Maple Creek for the purpose of moving the Indians as desired.

It affords me much pleasure to be able to report that the result of my mission was an eminently successful one. On mustering the Indians, I inform them that it was not the intention of the Government to allow them to remain at Maple Creek as they had no reserve there, and further that their loitering about the Canadian Pacific Railway line was contrary to their own interests. I explained to them the terms of the Vagrant Act recently extended to these Territories, stating to them that no body of men would be allowed to remain idly about the country, and that unless the wishes of the Government were acceded to, I should be forced to make arrests. In the case of "Lucky Man" who had returned from his reservation with the buck-boards and carts given him by the Indian Department, I explained to that Chief that these articles had been supplied with a view of enabling the Indians to follow agricultural pursuits on their reserves, and thus gain their own livelihood. I told "Lucky Man" that he had accepted the articles in question, and other aid from the Indian Department, upon these conditions, and that unless he promptly returned with his entire camp, to their reservation, he would be arrested.

The Indians brought forward all manner of frivolous excuses in view of having their move delayed. These excuses I would not entertain for a moment. I told the Indians so in the plainest of language, and they proceeded northward the same day.

With a strong party of men from the division at Maple Creek, I escorted the Indians some eight miles on their way northward, and remained with them while they established their first camp, making use of the detachment of police to prevent any stragglers either returning to Maple Creek or travelling southward. The day following this, I was forced to return to Regina, to be present at the adjournment of the North-West Council. Prior to my departure, however, I had instructed Superintendent Shurtliffe to watch the Indians, and telegraph the result of their movements.

I afterwards received a very satisfactory telegram from that officer, informing me that all the Indians had gone quietly on towards their reserves. There are now, I am pleased to say, no Indians at Maple Creek.

HORSE STEALING BY AMERICAN INDIANS IN OUR COUNTRY.

In my Annual Report of last year, I alluded to the horse stealing that went on on both sides of the line,—in the United States by our Indians and *vice versa*. I also mentioned the aid given by us to citizens from the United States in the recovery of their stolen property. As bearing on this subject I may be allowed to take the following extract from my Annual Report above alluded to. "All possible aid was invariably given towards the recovery and return, to their legitimate owners, of horses and mules stolen and brought into the Territory from the United States. Our efforts, in this respect, were accompanied by marked success, as will be seen from the instance I purpose quoting.

"During the month of May last, an American citizen from the Marias River, Montana, arrived at Fort Walsh. He gave a description of eleven horses which he believed had been stolen from him by our Indians. I sent a party of police out to the various camps and succeeded in recovering and handing over all the horses stolen, taking care that no expense was incurred by the man who had suffered the loss.

"Another case happened in the same month. On the 16th I received information to the effect that a war party of Cree Indians, belonging to Big Bear's Camp, had passed ten miles south of Fort Walsh, en route to their camp at the lake, 30 miles

east of that post, with a band of valuable horses. The brands soon showed that they had been stolen from white men south of the line. The day after this information reached me, two Americans from the Teton River, near Fort Benton, Montana, arrived at Fort Walsh. These men described fully the horses stolen from them, and brought letters from settlers relative to other horses stolen at the same time. From various admissions made by the Indians (Big Bear's followers) I learned that a war party had made a raid on an American settlement on the Teton River, stealing almost every horse. I immediately, on the arrival of the Americans, sent for Big Bear, who happened to be then at Fort Walsh, informing him that I intended starting for his camp, which I did half an hour after the arrival of the Americans, in order to recover the horses his people had stolen. I started with an officer and twenty-two men, taking Big Bear with me. The two Americans accompanied me. On the arrival at the lake I found the entire Cree camp, numbering 500 lodges. I told them I must have every horse stolen handed over to me. They obeyed and brought in, with one or two exceptions, all the horses. These exceptions were in cases where the horses had strayed, but they were subsequently brought into me. On the following morning I returned to Fort Walsh with thirty-two horses. While at the lake, I told the Indians that horse stealing, whether south of the line or not, must cease, as in every case the horses would be taken from them, and if proof could be obtained of the guilty Indians, they would be severely punished. I might mention that in the recovery of these horses I received every assistance from the Indian Chiefs, Pie-a-Pot and Little Pine.

"At Qu'Appelle, nine horses and six mules, which had been stolen from Fort Buford, U.S.A., were recovered by inspector Griesbach, of B. Division, and returned to Messrs. Leighton, Jordan & Co., their owners."

"I could mention many instances where horses, in small numbers, stolen from Montana, have been recovered and returned.

"In the early part of the season, the country in the vicinity of the Cypress Hills, was infested by horse thieves; these were principally American Indians from the Peigan Reservation, 90 miles west of Fort Shaw, Montana. Large numbers of horses were stolen from the Indians and white men in our country. In some cases the thefts committed were daring, one stable being broken into at the settlement of Fort Walsh. As a general rule, the horses so stolen could not be recovered, as they were immediately taken across the line before we were informed or able to pursue the thieves. I regret to say that those stolen horses could not be secured, though they were traced by their owners across the line, as the United States Indian Department did not show the same disposition to aid our citizens as we have invariably, as far as lay in our power, afforded them.

The following case speaks for itself:—

"A half-breed named Pelletier, was camped in the Cypress Hills, with a large number of horses. He was attacked and fired on by United States Indians, who drove off his horses across the line. He subsequently visited the Piegan Reservation, and though he saw many of his horses in the possession of the Indians, he was unable to recover them."

"I have written to Messrs. Baker & Co., requesting them to endeavour to procure, with the assistance of the Sheriff, the recovery of Pelletier's horses, as well as those stolen at a later date from the Canadian Pacific Railway Company.

"The United States military authorities have, in all cases, aided us as far as lay in their power, which is more limited than ours.

I also take the following from an official report I am just in receipt of from Superintendent Shurtliffe, the officer commanding our post at Maple Creek. That officer says:—

"Any one not familiar with the circumstances, would think, on reading the report of raids in the Montana press, that our Indians were the only guilty ones and that their people were the only sufferers. On the contrary, while our Indians were stealing from the other side, their Indians and white thieves were constantly stealing from settlers and railway contractors on this side. It was thought that when raiding was stopped from our side of the line that steps would have been taken to prevent

American Indians from stealing on this side of the line. But such was not the case and horses have been stolen every week during the past season, and up to the present time, by both Indians and whites from the other side of the line. This horse stealing has become a very serious matter, as nearly every settler along the line of road in this section of the country has lost horses during the past season.

"The Missouri River runs for a long distance through an Indian Reservation, the only settlers being such as furnish wood for the steamers, and being thickly timbered affords a harbour for all the horse thieves and hard characters of that portion of the western country.

"The settlements in this part of the North-West are close to the Cypress Hills. Raiders from the other side can steal horses and reach hiding places in Hills in one hour's time, when it is almost impossible to find them, and in a day's ride can reach the Missouri River, when they are safe from all pursuit."

I fully agree with Superintendent Shirliffe's remarks. There is no possible doubt but that our country, in the vicinity of Cypress Hills, and eastward and westward thereof, was last season infested with horse thieves (Indians and whites) from the United States. In making these statements, it must not be presumed that I, for a moment, lose sight of the fact that in the past, at times, war parties of Canadian Indians have surreptitiously crossed the boundary line, on horse stealing expeditions. As you are aware, our utmost endeavours were always put forth to prevent this; but I question if any force, however strong, could successfully bring about such a prevention. Such war parties start out in very small numbers—in some cases, man by man—having in the first place, agreed to meet at a rendezvous situated near the boundary line, in some unfrequented spot. The Americans, I am satisfied, must have similar experiences with their Indians, notwithstanding the large bodies of troops stationed throughout Montana and Dakota. And also bearing in mind that the Indian Reservations in these Territories have been established for some years.

As an evidence of the exertion we put forward, with a view of preventing any horses stolen from American territory remaining in this country, I may quote the following extract from a report made me, by the officer commanding our post at Maple Creek, which bears on horse stealing during the past summer. "Three men came in from I. C. Baker & Co.'s ranch, in Montana, and stated that a war party of Cree Indians had stolen thirty-four head of their best horses. On discovering their loss, they at once followed up the Indian trail; they arrived at Fort Walsh a little in advance of the Indians. The raiders, on reaching the Cypress Hills, had divided into three parties, each of whom followed a separate trail to their camp, which was about 30 miles from Fort Walsh. Within half an hour after the arrival of these men, I had a detachment of ten men, under Sergeant Paterson, on their way to intercept the raiders. When 10 miles out they overtook seven Indians with seventeen head of horses.

Sergeant Paterson at once arrested them, and sent horses and Indians to Fort Walsh, in charge of four men. On arriving within 6 miles of the camp, he saw another party of Indians with more of the stolen horses. These were also sent to the Fort.

On reaching the camp, Sergeant Paterson found the balance of the horses stolen, with the exception of three, which the Indians afterwards stated they had left on the way. J. G. Baker's men were on their way to Montana with the recovered horses within twelve hours after their bringing in the tidings of the theft. The eleven arrested Indians of the party were afterwards sentenced to two years in the Manitoba Penitentiary. So far as our Indians were concerned, this summary justice had the effect of putting an end to their raiding expeditions."

The Indians so sent to the Manitoba Penitentiary were tried on a charge of bringing stolen property into British possessions. Many other arrests on similar charges were made during the summer and in all cases conviction followed. The sentences inflicted varied from two to five years imprisonment with hard labour. Such punishment has unquestionably been accompanied with most beneficial results, prov-

ing, as it did, that the Canadian Government was determined to use its utmost endeavours towards stamping out pernicious and criminal practices.

The decided steps taken to remove our Indians from the vicinity of the boundary line northward, to judiciously selected Indian Reservations, also speaks for itself, and I am satisfied has prevented the possibility of future raids being made into United States territory.

With regard to Superintendent Shirliffe's opinion, expressed on the statements appearing throughout the Montana press, on the subject of thefts committed by our Indians, it was natural that the press of that country should make public (with a view of suppression) any raids made into their country, from which American property holders have suffered.

The Montana press could not be expected to take up the subject of the losses suffered by us, on this side of the line, if in fact, the particulars of such losses ever became known to that country.

From official correspondence, that has lately passed on this subject, with which I have had occasion to forward various affidavits, you are already aware how severely our settlers and others have suffered, from the numerous and successful raids made from United States territory, for the purpose of horse stealing.

The presence, in our country, of a vast number of horses and cattle, employed in the construction of the Canadian Pacific Railroad, proved a strong incentive to American horse thieves (red and white) making their way across the border, and but for the constant police surveillance maintained, our losses would have assumed enormous proportions.

I have already had occasion to remark, that the United States troops have, upon all occasions, been most anxious to aid us in the recovery of stolen property, and afforded every assistance in their power, which, it is to be regretted, is much more limited than our own, noticeable from the fact that a horse thief, once crossing Canadian territory into the United States, cannot be arrested and punished for the crime committed, though the property in his possession may be recovered.

ABANDONMENT OF FORT WALSH.

For some considerable time it had been your intention to abandon the old Fort Walsh post, and abandonment was desirable for many reasons.

In the first place, the site was, from a military point of view, a most objectionable one. The rude buildings, always considered but a temporary refuge, had become utterly delapidated.

The post, too, being some 30 miles south from the located line of the Canadian Pacific Railroad, rendered a change of site imperative, in addition to the fact of its being a temptation to straggling bands of lazy Indians whose desire was to loaf about the post, and when in a destitute condition, make demands for assistance from the Government.

I therefore, acting under your authority, had the post demolished; the work being performed by our own men, commencing on the 23rd May, and concluding on the 11th of June. The servicable portion of the lumber of which the old buildings were composed, was freighted to the camp established at Maple Creek, a point on the main line of the Canadian Pacific Railroad, where the division previously stationed at Fort Walsh was encamped during the past summer.

ABANDONMENT OF WOOD MOUNTAIN POST.

In my Annual Report of last year, in alluding to our Post at Wood Mountain, I said:—

“As I have previously reported our present post at Wood Mountain as unfit to quarter men and horses;

“I would recommend that a new post be erected there sufficiently large to accommodate one officer, twenty-five men and twenty-five horses.”

During the past summer, finding the old Post utterly uninhabitable, and it being impracticable to erect a new post while building operations were being carried on at Maple Creek, Medicine Hat, Fort Macleod and Calgary, I decided to withdraw the detachment previously stationed there. I therefore ordered Inspector Macdonell and his command, with the exception of one man (left in charge of stores) in to headquarters. Later in the season, Inspector Macdonell, with a small detachment, returned to Wood Mountain, with a view of ascertaining what was going on in that section of the country, and also with the intention of affecting a sale of such stores as were no longer serviceable, or that it was not considered judicious to freight to headquarters.

I have already forwarded a report from Inspector Macdonell as to the result of his trip, with a return showing the stores disposed of, those freighted to Regina, and those remaining stored at Wood Mountain.

The position of Wood Mountain is an important one. Various trails from the Missouri River and other points in the United States, run into it. A considerable number of settlers are to be found in the vicinity.

From the proximity of Wood Mountain to the International Boundary Line, it may, and most probably will, in the future, be found that attempts will be made to run cargoes of whiskey into our Territories, and smuggle in various classes of other goods. I have, therefore, to repeat last year's recommendation, to the effect that a Post be established there.

ESTABLISHMENT OF A POLICE POST AT FORT PITT.

Acting under the direction of His Honor, the Lieutenant-Governor, a detachment, consisting of one officer (Inspector Dickens) and twenty-five men was, during the month of September last, stationed at Fort Pitt, and a police post established there. This was done from reports which had reached His Honor, to the effect that the Indians on reserves in that vicinity were likely to give serious trouble.

Since the stationing of our men there, however, everything has so far, been quiet. Though I found it impracticable to visit Fort Pitt myself, I am nevertheless, of opinion that the establishing of a post there, has been productive of good results.

DISTRIBUTION State of the Force, compiled from Latest Returns.

Division	Station.	Officers.				Serg'ts.		Corporals.	Constables.	Total.	Tot'l strength of Division.	Remarks.
		Commissioner.	Superintendents.	Inspectors.	Surgeons.	Asst. Surgeons.	Staff.						Duty.
"A"	Maple Creek		1			1	4	3	3	43	55	
do	Medicine Hat			1				1	1	14	17	72
"B"	Regina	1	*3	4	1		7	6	5	114	140	*Supt. Cotton, Adjutant.
do	Shoal Lake								1	1	2	
do	Qu'Appelle								1	4	5	
do	Moose Jaw									2	2	
do	Moosomin									2	2	
do	Winnipeg			1				1	1	5	8	
do	Wood Mountain								1		1	
do	Fort Pelly								1	1	2	162
"C"	Fort Macleod		1	2			3	5	3	64	78	
do	Stand Off								1	2	3	
do	Kootenay								1	3	4	
do	Pincher Creek									2	2	
do	Piegan Reserve									2	2	
do	St. Mary's							1		2	3	82
"D"	Battleford			1			2	1	3	35	42	
do	Fort Pitt			1					1	24	26	
do	Prince Albert							1	1	9	11	
do	Ft. Saskatchewan		1	1			1	1	-1	21	26	105
"E"	Calgary		*1	2		1	3	4	5	60	76	*Supt. McIllree, on leave.
do	End of C.P.R.							1		3	4	
do	Padmore								1	3	4	
do	The "Gap"									3	3	87
	Total strength..	1	6	13	1	2	20	25	31	419	518	518

RETURN showing the number of Men discharged from the Force between the 30th November, 1882, and 30th November, 1883, and the Cause of Discharge; also, the Number of Re-engaged Men and Recruits.

Cause.	Number.
Expiration of term of service	5
Discharged by special authority	15
Invalided	27
Deserted	25
Deaths	2
Transferred to Indian Department	1
Total discharged	75
Time expired men re-engaged	9
Recruits engaged	110
Total engaged and recruited	119

RECRUITING DEPOT ESTABLISHED IN WINNIPEG.

A recruiting depot, the establishment of which is one officer and ten men, has, under your authority, been established in Winnipeg since last spring. The class of men there accepted for service in the force has, I think, been good—of course, the short service of many of the recruits so accepted does not supply a sound data upon which to base a fair surmise as to their future capabilities; though my present opinion is, we will not suffer disappointment on that score.

DISTRIBUTION STATE OF HORSES OF THE FORCE, FROM LATEST RETURNS.

Division.	Station.	No.	Remarks.
"A"	Maple Creek.....	40	
	Medicine Hat.....	8	
"B"	Regina.....	50	
	Swan River.....	1	
	Qu'Appelle.....	2	
	Winnipeg.....	3	
"C"	Fort McLeod.....	61	
	St. Mary's.....	5	
	Pincher Creek.....	41	At Government farm.
	Stand Off.....	4	
	Kootenay.....	4	
"D"	Piegan Reserve.....	2	
	Battleford.....	28	
	Prince Albert.....	5	
	Fort Pitt.....	6	
"E"	Edmonton.....	17	
	Calgary.....	67	
	Edmonton.....	4	
	Padmore.....	3	
	The "Gap".....	4	
	Total.....	355	

REMOUNTS.

The following remounts were taken on the strength of the force this year:—

Thirty Canadian horses were purchased in Ontario by the Department; 49 purchased by me from the Stewart Rancho Company; 5 Canadian horses in Winnipeg; 2 Bronchoes purchased in Regina, and 1 at Calgary.

The Canadian horses were brought to this post by Inspector Neale, Supply Officer. They proved a serviceable lot and suitable in all respects to the requirements demanded of them. I regret to state that one or two of them, after arrival in this country, contracted that fatal disease "glanders," and thus had to be destroyed. The horses purchased from the Stewart Rancho Company are of the native breed known as "Bronchos." They were selected from a band driven into Fort McLeod for inspection. Those accepted are particularly fine animals, all adapted to saddle purposes, and I am perfectly satisfied that they will prove themselves thoroughly serviceable.

Once broken (which they now are) this class of horse is docile and hardy, making excellent saddle horses of strong constitution, accustomed to prairie life, and well able to withstand the hardships they are necessarily exposed to in the performance of our work.

The three horses purchased at Winnipeg and the two at Regina, are ex ones.

BUILDING OPERATIONS.

Building has been carried on extensively during the past year.

This post (Regina) which was in course of erection at the date of the last Annual Report, has been completed. New barracks at Fort McLeod to replace those now in use, are in course of erection. New posts are about completed at Medicine Hat and Maple Creek, and some additional buildings have been erected at Calgary.

Ground plans of all these posts, on a scale suitable for lithographing and incorporating in a printed report, are attached. The plans show the general arrangement, size of each building, and the purpose for which each is used.

The post at Regina is composed principally of portable buildings, supplied by James Reilly & Co., of Sherbrooke, Quebec, and Messrs. Logan & O'Doherty, of Ottawa, Ontario.

A detailed description of the construction of these buildings was given in last year's Annual Report. The following portable buildings have been erected :—

	Feet.
21 Portable houses	16 x 48
4 " "	16 x 24
5 " kitchens	12 x 16
5 " "	10 x 18 (Lean to)
5 " stables	30 x 50

In addition to these, the following buildings have been erected by contract :—

1 Guard room.....	24 x 48
1 Supply store	30 x 100
1 Barrack room, 26 ft. x 60 ft., with wing	20 x 26
1 Mess room, 26 ft. x 60 ft., with wing	20 x 26
1 Coal shed.....	24 x 100
1 Waggon shed	24 x 35
1 Bakery.....	16 x 24
1 Ice house .....	.....

Carpenters have been employed in repairing buildings, fitting up officers' quarters, and making additions as follows :—

2 Kitchens.....	12 x 16, hospital and sergeants' mess.
4 "	16 x 16, Officers' quarters.
4 Rooms.....	15 x 16 " "
1 "	16 x 22 " "
1 Supply store.....	.....

In my last year's Annual Report, I called your attention to the fact, that the portable buildings had suffered very much, through the severity of the climate, and having been erected in mid winter they received much rougher treatment than they otherwise would have done. The sections of which the buildings are composed separated, roofs leaked, especially in the Logan & O'Doherty buildings, and floors warped and twisted. It was therefore found necessary to batten sixteen of the buildings, to shingle nine of the Logan & O'Doherty, and to lay floors in eight of the Reilly buildings. The remaining thirteen houses should be shingled.

The officers' quarters have been partitioned, ceiled, oiled and varnished in the interior. These repairs have rendered all the buildings very comfortable. Some few improvements can yet be made in those used as barrack rooms. The ceilings, which are now barely 8 feet in height, should be raised to the roof, giving about 11 feet. This would render the barrack rooms much more healthy and comfortable, and give them a better appearance.

Better ventilation could easily be provided by a ventilating shaft, 10 inches square placed in each building, and closed with an air regulator.

The stables, as erected by the contractors, were without flooring. They were floored with 2 inch planking, divided into stalls, and fitted up with feed boxes. Ventilators were added to the Reilly stables.

A contract was made in December last, with James Reilly, for the construction of a guard room, 24 ft. x 48 ft., with 12 ft. walls, and was completed in April last. There are ten cells placed in the centre of the building, five on each side, with a corridor all round. Barred gates lead from the guard room, which is 15 ft. x 24 ft., into the corridor. The cell walls, floor and ceiling are of two thicknesses, with sheet iron between, to prevent the prisoners from cutting out. Ventilation is provided for by an opening 6 inches square in the top of each cell, near the ceiling, and large ventilators in the guard room and corridor—giving ample ventilation to the whole building. The sills of the windows are 7 feet from the floor, and are strongly barred by $\frac{7}{8}$ in. round iron. Each tier of cells is locked by a combination of levers, worked by a single lever arm in the guard room. All the cell doors can be unlocked in a very short time, preventing the very serious danger from fire which exists in a wooden prison.

In August last, a contract was made for the erection of a barrack and mess room, supply store, coal and waggon shed. These buildings were completed in the beginning of December. The exterior walls of the barrack, mess rooms and supply store are of two thicknesses, with a layer of felt paper between.

The barrack and mess rooms are lathed and plastered on the interior, and are well lighted. Storm sashes are fitted on each window, roofs are shingled, and chimnies are built of brick. The supply store is lined on the interior with dressed lumber, and fitted up with the necessary shelving. There is a cellar 75 ft. x 20 ft., under this building, for keeping vegetables, &c. The coal and waggon shed, ice house and bakery are of suitable construction.

A sidewalk, 4 feet in width, has been laid around the square. This portion of work was done by own carpenters and men.

Drainage is very important in a permanent post like Regina, unfortunately an underground system cannot be adopted. The outlet would necessarily be in the "Pile of Bones" Creek.

The only method of preventing the evil results which arise from want of good sewerage is to carefully collect and remove all refuse to a safe distance, all being impressed with the necessity of such precaution.

The drains, well revetted, should be constructed to carry away surplus surface water.

An attempt was at first made to procure a supply of good water by drilling and sinking wrought iron pipes, 6 inches in diameter. Four wells of this class were put down to depths varying from 60 to 105 feet. A moderate supply of water was obtained, but owing to the tardy flow, and the small capacity of the tubes, these wells were easily pumped dry. It was therefore found necessary to dig a large well which, with an increased capacity, would form a reservoir, and thus a sufficient quantity of water would be obtained. A well 60 feet in depth and 6 feet in diameter, cribbed with wood, was put down. The water rises in it to about 25 feet from the surface, giving about 6,000 gallons of water. At present the water is pumped up by hand. Some better system should be adopted which would afford protection against fire, and be more convenient. The cheapest and simplest would be to erect a tower, about 30 feet high, carrying a tank with a capacity of 4,000 or 5,000 gallons. About 2,000 gallons per day would be required for the water supply of the post. A small engine, such as is used on the Canadian Pacific Railway, should be employed to force the water into the tank. Pipes should be laid to the stables and different buildings. Fire hose, to be attached to the water pipes, should be supplied.

In March last, I was informed that the site which had been selected for the erection of the new post at Fort MacLeod had been approved, and that the erection of a new post was to be commenced during the following summer. The site chosen is about two and a half miles west of the old post, on the beach land overlooking the

"Old Man's River," and on the south side of it. Every care was taken in the selection of the site.

The soil is dry and gravelly. Good drainage is obtainable. Plenty of fresh water near at hand, and good grazing ground in the immediate vicinity. An uninterrupted view is afforded.

The contract for the erection of the post was made in August last, with the North-Western Coal and Navigation Company. The post, when completed, will consist of the following buildings:—

	Ft.	Ft.	Ft.
3 Officers quarters	30	x 24	x 14
With a kitchen 20 ft. square.			
2 Barrack Rooms.....	102	x 28	x 14
With wing extending back from centre 28 ft. by 78 ft. by 14 ft.			
1 Sergeants' mess	50	x 24	x 12
1 Sergeants' quarters	50	x 24	x 12
1 Recreation and billiard room	50	x 24	x 12
1 Guard room, 10 cells.....	50	x 24	x 12
1 Artizan's building.....	50	x 24	x 12
1 Division office and orderly room building.....	50	x 24	x 12
1 Hospital.....	50	x 24	x 12
With wings 24 ft. square on either side and one small detached building.			
2 Store houses.....	100	x 26	x 14
3 Stables.....	116	x 30	x 14
1 Harness room.....	50	x 24	x 12
1 Coal house.....	50	x 24	x 8
1 Bakery.....	24	x 24	x 12
1 Blacksmith's shop.....	24	x 24	x 12
1 Waggon shed.....	109	x 16	
1 Latrine, men's.....	16	x 8	
1 " Sergeants'.....	12	x 8	

The principal buildings are laid out in a rectangle, 484 ft. long by 254 ft. wide, with officers' quarters on west side, barrack rooms facing them on the opposite side. offices, guard room, recreation room, sergeants mess and quarters, on the north side, with stables, store rooms, harness room, opposite; the remaining buildings are outside the "square."

The buildings are of the following general construction: All buildings rest on foundation blocks about 12 in. square, and placed at intervals of 6 ft. These blocks have a firm bearing on the hard, gravelly soil, a thin layer of soil and mold being removed. All sills are 8 in. square, floor beams 2 in. by 8 in., and are 2 ft. apart; framing 2 in. by 6 in., and are 18 in. apart, with 6 in. square corner posts. Plates of two 2 in. by 6 in. scantling, firmly spiked together. Rafters 2 in. by 6 in. strongly braced and firmly attached to ceiling joists, which are 2 in. by 8 in.

Every precaution is taken to strongly brace the framing and roofs, to prevent any damage resulting from the high winds which prevail at Fort McLeod

All outside walls are of common 1 in. boarding, covered with tar paper, and then sided up with $\frac{5}{8}$ in. siding, 6 in. wide, and lap of $\frac{7}{8}$ in.

The floors, throughout, are of two thicknesses, with tarred paper between. Roofs are shingled, with felt paper between shingles and sheeting. The window casings and door frames are of neat appearance. The officers' quarters, barrack rooms, mess room, hospital, offices and recreation room, are all lathed and plastered in the interior; the guard room and store houses are lined with dressed lumber. All doors leading to the exterior are 3 ft. x 7 ft. and $1\frac{1}{2}$ in. thick; inside doors, 2 ft. 6 in. x 6 ft. 8 in. and 1 in. thick; with the exception of the barrack rooms all the doors are 3 ft. 7 in. The windows in all the buildings have twelve lights, 12 in. x 16 in., except in

the kitchens of the officers' quarters and store and harness rooms, which are each of twelve lights, 10 in. x 12 in.

All buildings are painted a light grey, and trimmed with a darker shade of the same colour. The wood work and casings in the interior are painted the same colour. Roofs are painted with fireproof paint.

Chimnies are of zinc, 14 in. square, with a circular flue, 7 in. in diameter, thus giving a large air space, which is utilized as a ventilator; they project 4 in. above the peak of the roof, and pass through the ceiling

Owing to the distance from the railway, 138 miles, it was impossible to construct them of brick. Where stove pipes are carried through partitions, they are surrounded by 3 inches of concrete.

The barrack buildings have been constructed on a general plan, which was forwarded by the Department at Ottawa, and are admirably suited for the purpose.

All possible care having been taken to insure health, convenience and comfort. A hall 9 ft. wide, divides each building into two large barrack rooms, 26 ft. x 46 ft. 6 in.; ceiling 12 ft.; well lighted, and each giving ample accomodation to twenty men. The hall, continued on to the wing, leads into the mess room; wash room and bath rooms open off on each side of the hall. Beyond the mess room is a kitchen, with pantry and store room attached. The woodwork of these buildings is only oiled and varnished, giving a very light and cheerful appearance. Each barrack room is provided with ventilating shafts with regulators, giving 1 cubic inch of ventilation per 60 cubic feet of air.

Each of the officers' quarters consists of four rooms on the ground floor, with two small apartments in the attic.

The Sergeants' mess building is suitably divided up, having an anteroom 15 ft. x 24 ft., mess room 23 ft. x 24 ft. and kitchen 12 ft. x 16 ft., with pantry off.

A building 50 ft. x 24 ft., has been divided up into rooms each 12 ft. square for Sergeants' quarters.

The recreation room is divided into two rooms, one for reading the other for a billiard room.

The guard room, with the addition of a prison yard, 40 ft. x 30 ft., has been constructed on the same plan as the one at Regina, a description of which has already been given.

Store rooms are lined and ceiled with matched ceiling lumber.

An office for the Quartermaster-Sergeant, and a small room for the storeman, are partitioned off the end of No. 2 building.

The harness shop has been suitably fitted up.

Plans of the stables were also furnished by the Department. It was thought advisable to substitute for the open roof, shown on these plans, three ventilators, a central one 6 ft. square, and one on either side 5 ft. square. This change was made to insure the requisite warmth. Each stable is divided into 38 stalls, each 6 ft. x 10 ft., the partition between being made of 2 in. plank with a neat capping. The stables are well lighted by a window in each stall, and semi-circular lights over the doors. The flooring in the stalls is given a slight fall of 1 in. in 20 in. from front to rear.

The hospital is capable of holding fourteen patients. The main entrance is into a hall 10 ft. wide, and 24 ft. long, to be used as a waiting room. Surgery, 18 ft. x 19 ft., opens off this hall. There are two wards, each 24 ft. square, with 11 ft. ceiling, well lighted and ventilated. Steward's sleeping and dining room, 12 ft. x 15 ft., with kitchen and store rooms off, complete the building. A small separate building, 11 ft. square, for use as a bath, wash room, and latrine, is attached to No. 2 ward, by a passage 7 ft. long.

Coal and waggon sheds, blacksmith's shop and latrines are of suitable construction.

An underground magazine, 18 ft. x 22 ft., and 8 ft. deep, with sides strongly revetted, covered with 3 in. concrete, and 3 ft. earth, has been constructed. A ventilator, 5 ft. square, passes from the interior, and projects slightly above the earth

covering. The floor is raised 8 in. above the ground. There is an interior covering with a clear space of 18 in. from the exterior wall. Shelves, for the reception of the ammunition, are fitted up in the centre, with a passage 3 ft. clear around. On either side of the entrance there is a small window with a shelf for placing a light to obviate the necessity of taking a lamp into the magazine. Steps 4 ft. wide, with 14 in. tread, lead up to the entrance. Doors are of two thickness, nailed diagonally together, covered with sheet iron, and securely locked. It is drained by an underground drain 200 ft. long.

The capacity of the magazine is :—

150,000 rounds Winchester ammunition.

25,000 do revolver do.

10 kegs (service) powder.

The lumber used in the construction of this post was obtained from a limit in the "Porcupine Hills," about 20 miles west of Fort McLeod, and owned by the North-Western Coal and Navigation Company. It is a species of pine, but differs materially from that of Ontario or Quebec, partaking more of the nature of hemlock, being very hard, tough, and holding nails firmly.

Carpenters' tools in working lose their edge quickly. Much of it is very free from knots, and when oiled and varnished it develops a beautiful grain.

Every precaution was taken to prevent any serious results from shrinking. All casings, framings, door frames, and wainscoting are made of seasoned lumber. Ample lap was allowed in the siding; floors were so laid, that in case of shrinkage they can be easily taken up and relaid.

Upwards of 1,000,000 feet of lumber will have been used in the construction of this post, when completed. All of this had to be transported the distance of 28 miles, over a rough trail by a bull train, and by far the greater part of it, on the signing of the contract in August last, was uncut. All hardware, paints, oils, window sashes, doors, lime, &c., was purchased in Winnipeg, and taken *via* the Canadian Pacific Railway to Medicine Hat, 660 miles, thence overland to Fort McLeod, a further distance of 138 miles.

From this some adequate idea of the many difficulties which the contractors had to contend with may be imagined, and the manner in which they have surmounted them, speaks volumes for their energy and resources.

The building has been carried on with marvellous rapidity, and is now approaching completion. So far, the manager of the company, has done the work in a thoroughly satisfactory manner. Certain improvements, which are not included in the contract, will have to be done. The post should be enclosed with a light picket fence, 7 feet in height.

A sidewalk 4 feet in width should be laid around the entire square, and to the hospital. Shelving is required for pantry, store-rooms and hospital.

Shelves of neat construction are required in the barrack-room. The windows are not fitted with storm sashes; this should be done.

All outside doors require porches. No provision has yet been made for water supply, which should be sufficient for security against fire, and for ordinary daily use. Judging by the springs which are in the bank near at hand to the Fort, an ample supply could be obtained by sinking a well, 6 feet in diameter, to a depth of 40 feet. It should be centrally situated, but far enough from any building to prevent its being controlled by a fire.

With regard to the best manner in which a cheap and sufficient supply of water could be obtained, I am of opinion that a tank erected in a tower, together with a small engine, such as recommended for Regina, would be the best method to employ. The daily supply should be about 3,000 gallons, and a reserve of about 2,000 gallons in case of fire.

Owing to the favourable situation of Fort McLeod, a comparatively cheap and convenient system of underground drainage can be adopted. About 2,000 lineal feet of drainage, of an average depth of 7 feet, would be required, with a clear opening of 1 foot square.

If a water supply, such as I have recommended, should be adopted, pipes could be easily laid in the underground drains to the stables, barrack rooms, and other buildings.

Water closets could be connected with drains.

Owing to the abandonment of Fort Walsh, it was necessary to erect new barracks in that vicinity. It was decided to erect small posts, each capable of holding twenty-five men and horses.

At Maple Creek, which is about 32 miles north-west of the site of old Fort Walsh, and is on the line of the Canadian Pacific Railway, and at Medicine Hat, 65 miles west of Maple Creek, and also on the line of the Canadian Pacific Railway, all possible care was taken in the selection of the sites for these posts.

The post at Maple Creek is about 2 miles south-west of the railway station. The soil is sandy and dry. Good drainage is procurable.

At Medicine Hat a site was chosen on the north side of the Saskatchewan River, about a mile east of the town. This site is an exceptionally good one. The contract for this post and the one at Maple Creek was also entered into with the North-Western Coal and Navigation Company, the posts to consist of the following buildings:—

	Ft.	Ft.
1 Officers' quarters.....	36	x 48
1 Barrack room, 72 x 28, with wing extending from centre.....	68	x 28
1 Recreation and orderly room	24	x 40
1 Guard room.....	24	x 24
1 Sergeant's Mess.....	24	x 40
1 Quartermaster's store	24	x 40
2 Stables, each.....	30	x 50
1 Blacksmith's shop	24	x 24
1 Coal shed.....	16	x 24
1 Waggon shed.....	50	x 16
1 Bakery at Maple Creek.....	24	x 24
1 Bakery at Medicine Hat.....	12	x 12
1 Latrine	8	x 12

A portable building, 16 ft. x 48 ft., was taken from Regina and erected at Maple Creek for a hospital.

All the buildings are of the same construction as those at Fort McLeod, with the exception that "up and down" battening is used, instead of siding, and chimnies are of brick.

The erection of these posts was only begun in August, and they are now almost completed.

Storm sashes and porches are required, also shelving.

These posts should be inclosed with a fence the same as recommended for Fort Macleod.

The following additional buildings have been erected at Calgary:—

	Ft.	Ft.
1 Barrack room.....	110	x 30
With mess room 30 ft. square, and kitchen 15 ft. square, attached.		
2 Stables, each.....	30	x 90
1 Orderly room.....	25	x 50
1 Store room.....	75	x 30
1 Officers' quarters.....	24	x 36
With kitchen attached.		

The buildings are of the same construction as those erected last year. The walls of the building throughout are 9 ft. The chinks are filled with mortar. Floors $\frac{1}{2}$ in., planed lumber, tongued and grooved. The roofs are shingled. As the post now stands it consists of:—

- 2 Officers' quarters.
- 2 Barrack rooms.
- 2 Stables.
- 1 Quartermaster's store.
- 1 Guard room.
- 1 Orderly room and Sergeant-Major's quarters.
- 1 Hospital.

If the present strength of the force at Fort Calgary is maintained the following additional buildings are urgently required to complete this post:—

	Ft.	Ft.
1 Artisan's building.....	65	x 25
1 Sergeant's mess.....	25	x 50
1 Recreation room.....	25	x 50
1 Bakery.....	30	ft. square
1 Officers' quarters.....	24	x 30
1 Sick stable.....	30	x 40
1 Wash-house.....	30	ft. square
1 Magazine, same as at Fort McLeod.....		

These buildings should be of the same general construction as those erected at Fort McLeod.

The contract for those now erected was made prior to railway communication, and consequently they had to be constructed in the manner already described. The present officers' quarters, barrack building and orderly room, should be lathed and plastered, and all buildings should be clap-boarded on the outside.

They should be painted, the roofs with fire-proof paint.

The post should be enclosed with a picket fence.

I would recommend that the same system already recommended for Regina and Fort McLeod, for water supply, be adopted at Calgary.

The site of our Post at Calgary, though in itself an excellent one, has been rendered undesirable by the advent of the railway, which passes within a few hundred feet of the front of it.

A town is rapidly springing up close to it, and in a few years it will be completely surrounded.

If the present buildings could be disposed of without loss to the Government, it would be advisable to erect a new post at a more suitable distance from the town.

By the completion of the new buildings at Fort McLeod, the erection of additional ones at Calgary, most comfortable and commodious quarters will have been provided for the greater part of the Force.

The only buildings out of repair are those at Fort Saskatchewan. New barracks will require to be erected for the accommodation of the detachment stationed at that place during the coming year.

I am quite safe in saying that the efficiency of the Force will be greatly improved by the additional comfort and health which is afforded by the new quarters.

ARTILLERY BRANCH.

The artillery armament of the force is as follows, viz.:—Two 9-pr. R. M. L. guns, four 7-pr. mountain guns (bronze), and two small mortars. The two 9-pr. guns and two small mortars are at Fort McLeod. Two of the 7-pr. guns being at Calgary and two at headquarters, the various projectiles and stores appertaining to the mountain guns are proportionately divided between the last two places mentioned. I have previously reported that the carriages and limbers of the 7-pr. guns are virtually unserviceable, and last year I recommended that carriages and limbers of the Imperial pattern be purchased. On close inquiry, however, it was ascertained that such purchase would have entailed a very considerable expenditure. Carriages and

limbers suitable for our purposes can be manufactured in this country at a much smaller cost than would ensue were a purchase made from England.

The Supply officer at headquarters now has the required material for manufacture, and I trust that next summer may find us in possession of sufficient skilled labour to make carriages and limbers in this country.

SADDLERY.

It will be remembered that in my Annual Report of last year I recommended and described a pattern of Californian saddles, which I considered suitable for our work.

One hundred of these saddles were purchased and supplied to us. After having given them a thorough test, I was pleased to be able to report most favourably thereon.

All officers commanding divisions in which the new saddles were in use, report highly of them.

In October last, I forwarded you a communication from Staff Sergeant Horner, Acting Saddler Major. You will observe how favourably this non-commissioned officer, who is a practical saddler and a thorough workman, speaks of the saddles in question. From Sergeant Horner's statement and my own personal knowledge, I am confident that we have at last procured a really serviceable article. I am pleased to be able to make this statement, as in the past the question of the most suitable saddle for the force was a vexed one, and brought about much debate.

I would recommend that in future purchases the minor changes that Sergeant Horner speaks of be pointed out to the manufacturers. The doing away with tapaderos ought to make the saddles somewhat less expensive. We have already found it expedient to remove the tapaderos on the saddles we now have.

Of the original saddles, "Universal" pattern, supplied the Force so far back as 1874, none are really now serviceable. It is imperative that a further purchase of at least 250 Californian saddles be made. With these saddles, an equal number of numnahs will be required.

The last batch of numnahs supplied, though presenting a good appearance when new, have not worn well. A good number of them have, therefore, become prematurely unserviceable through fair wear and tear. These numnahs (100) require to be replaced. The best material for their manufacture is that known as "English felt."

BITS.

The bits and bridoons of the "Whitman" make, are of excellent shape; the side springs, however, by which the bits are attached to the halter bridle, should be stronger and the bit itself a *little wider*. With our large horses, we find that bits of the old pattern do injury to the outside of the horses' mouths (owing to the narrowness of the bit itself) from the friction produced by the pressure of the check-piece, from the corner of the mouth upwards to the bridle ring, to which the bit spring is attached.

BARRACK FURNITURE.

In the estimates for the coming year, you will observe that I have included the barrack furniture required, and I venture most respectfully to impress upon you the importance that attaches to the immediate supply of these articles.

I am aware that in the past the difficulties of transport prevented such articles being supplied; then again, many of our posts were merely temporary ones. Now, however, all such difficulties are removed, and I cannot too strongly recommend this subject receiving immediate attention, as it bears directly on the comfort of every non-commissioned officer and man in the force.

The necessity of our barrack rooms presenting a clean and respectable appearance (which can never be accomplished with rough and improvised barrack furniture) bears on efficiency as well as comfort.

TRANSPORT.

The "Speight" waggons supplied last year have proved very serviceable, though in future purchases I would recommend that they would be somewhat lighter in construction. Now that we are in a position to avail ourselves of railway transport, in some cases two horses to a waggon will answer our purpose; nevertheless, all waggons should be so constructed as to admit of four horses being employed.

Waggons supplied require brakes. In the "Speight" waggons, the lever by which the brake is worked is too far back to be used conveniently from the driver's seat. This, however, can be easily obviated.

BUCK-BOARDS.

We urgently require an additional supply of buck-boards. Experience has taught us that an iron spring under the bed of the buck-board, on the front axle, is a mistake. Of this there is no possible doubt. The proper place for the spring is under the seat. Buck-boards might, with advantage, be supplied with light brakes.

CLOTHING AND KIT

The clothing and kit supplied last year are, with few exceptions, of most excellent quality and make.

The exceptions I speak of, I purpose hereafter fully reporting upon, in a detailed manner.

ARMS.

The new pattern Winchester rifle supplied is a most excellent arm, and of very superior manufacture. It is, in every respect, well adapted to our use. The same remarks apply, with equal force, to the new revolvers.

MANNER OF CARRYING CARBINES ON HORSEBACK.

The manner of carrying the Winchester carbines on horseback is a subject that, in the past, has been a vexed one. Many different opinions have existed throughout the Force. Having given the matter careful consideration, and bearing in mind the various results of the long practical experience acquired by us, I have arrived at the following conclusion: We must have two separate and distinct methods of carrying the carbine on horseback.

1st. In a bucket attached to the saddle.

2nd. By its being attached to a sling on the carbine itself, such sling passing across the rider's body, the stock resting in a small open leather shoe, attached to the saddle.

THE BUCKET to be used in long marches, where there is no probability of the men coming into action, and also on ordinary mounted (drill) parades.

THE SLING to be used in cases where a probability exists of men coming into action at any moment; and again by men sent out in small numbers, on detachment or patrolling duty.

As the horse has, in any case, to bear the weight of the carbine, it is obvious, that as far as possible, consistent with safety, the rider should be relieved of its weight and encumbrance. Thus, on long marches, where a large body of men are employed, the bucket is the proper place for the carbine. And on ordinary drill parades, carrying the carbine in the bucket is decidedly the most convenient way, it presents a neater

and more uniform appearance than could otherwise be obtained, besides allowing the man to be perfectly free in controlling and guiding his horse.

In cases where there is a possibility of men coming into action at any moment, the sling should most certainly be employed, as the means of carrying the carbine. It can readily be unslung *when necessary*, thus not forcing the man to carry it in his hand at the "advance" or "carry" arms, as would be imperative were a bucket only used, when the carbine is drawn therefrom. Should any accident happen to the horse by which the rider be thrown, or should the animal be shot, the sling, in the event of such casualties arising, precludes the possibility of the man being separated from his carbine, or, in other words, being deprived of his most important means of defence.

When men are sent out in small numbers on detachment or patrolling duties, their safety, in cases of sudden, or other attack, must depend solely on their personal efforts put forward in defence. In all such cases, the carbine should be carried in the sling. My previous remarks on the possibility of a man being separated from his carbine, apply here, with still greater force. The sling would also be of much service when men (*on foot*) are placed on sentry in winter, during which season, in many portions of the Territory, the climate is so severe, that carrying the carbine in the manner usually employed, is productive of more or less suffering from "cold hands."

By having a sling, the carbine could be slung under the arm, the sling passing over the shoulder. This method would be convenient, and remove the objection above alluded to, where the carbines are carried without slings.

DRILL AND TARGET PRACTICE.

As far as practicable, non-commissioned officers and men at all posts and out posts have gone through a course of drill (mounted and dismounted.)

The constant and imperative demands made on us in the performance of police duty, at times interfered with drills and courses of instruction as laid down.

The drill and instruction of recruits arriving at headquarters was interfered with as little as possible.

We have constructed several good rifle ranges, each division going through a course of target and revolver practice.

Riding instruction is still being continued at posts, when the climate permits of such work being carried on in the open air.

DRILL SHED AND RIDING SCHOOL.

Now that a permanent headquarters has been established, I feel that we shall no longer suffer a want long felt, viz., the formation of a depot of instruction, through which all recruits should pass prior to being sent to duty. In fact, during the past season, such instruction was carried out as far as practicable. The pressing want of men for duty in the west forced us to make the course of instruction of shorter duration than would otherwise have been advisable.

It is obvious that during the winter months our police duty is lightest. For this reason, a greater number of men are then available for drill purposes. We are sadly in want of a suitable building at headquarters, which could be used as a drill shed and riding school, and I strongly recommend that one be erected during the coming spring or summer. The severity of the winter in this portion of the Territories renders it utterly impossible to carry out, in the open air, any drills whatsoever, mounted or dismounted.

DRILL INSTRUCTORS.

I beg to recommend, that the services of three thoroughly competent Drill Instructors should be obtained from the Imperial authorities. As I have already fully explained the class of men from which I think such Instructors should be

selected; I will not again enter into the matter in detail. I have but to renew my recommendation, and express a hope that you will authorize its being promptly acted upon.

THE APPOINTMENT OF A QUALIFIED ARMOURER SERGEANT.

The appointment of a properly qualified Armourer Sergeant, made during the past summer, was a particularly good one. Previous to this we experienced much inconvenience from the want of skilled labour to carry out the necessary repairs of small arms.

The Armourer Sergeant is now stationed, and will remain, at head quarters, to which place I have had unservicable arms (rifles and revolvers) from other posts sent for repairs. Much work has been, and is now being done. The arms thus placed in servicable condition are returned into the supply store, and will hereafter be available for re-issue throughout the divisions.

THE POLICE ACT.

Clause No. 19 of the Act under which the Force now serves, reads as follows:

"If any member of the Force, having deserted, absented himself without leave, or refused to do duty therein, be found in any part of Canada other than the North-West Territories, he shall, on conviction thereof, be liable to forfeit and pay for every such offence any sum, not exceeding one hundred dollars, or to be imprisoned and kept at hard labour for any term not exceeding twelve months, or both; and upon the trial of any offender under this section, it shall not be necessary to produce or give in evidence the original engagement or agreement to serve in the Force signed by such offender, but such engagement may be proved by parol evidence or by a certificate signed by the Commissioner, Assistant Commissioner, or any Superintendent or Inspector of the Force, giving the date and period of such engagement, and it shall not be necessary *prima facie* to prove the signature to such certificate, which shall be held to be genuine, unless it be expressly alleged by the offender not to be so."

Should a man desert from the Force and be captured in the North-West Territory he is almost invariably awarded the full year's imprisonment, not too great for so serious and disgraceful an offence, while on the other hand, should he succeed in effecting his escape to any of the older Provinces, and afterwards be brought before a magistrate on a charge of desertion, he is allowed the option of a fine or imprisonment, and seldom to the maximum amount provided for in the clause above quoted.

Provision should, I think, be made for the punishment of desertion by imprisonment in all cases.

THE NORTH-WEST TERRITORIES ACT.

I have already recommended a change which, I think might, with advantage be made in the North-West Territories Act.

I venture to here quote my previous remarks on the subject, and renew my recommendation:—

"I consider it advisable that some change should be made in the North-West Territories Act, in as far as it relates to the punishment of offenders, convicted of liquor dealing or having it in their possession.

"At present, in case of non-payment of fines, or when sent to jail for second offence, persons cannot be sentenced to hard labour while undergoing their imprisonment.

"I would suggest that the North-West Territories Act be so amended as to leave it to the discretion of the Magistrate, whether persons so convicted should undergo imprisonment with or without hard labour."

GLANDERS.

In June last I forwarded you a report from one of our veterinary sergeants, by which you were informed that, that fatal and incurable disease, "glanders," had broken out in the Territories. Large numbers of horses in the different sections of the country contracted the disease. Reference to returns will show that our loss in horses has, from this cause, been very considerable. I can, however, vouch for the fact that, in our case, every effort has been made to prevent the disease spreading, the affected animals being destroyed and the bodies burnt.

In cases of settlers, Indians and others, however, it was necessary that some stringent law should be brought into force, otherwise the loss of property and serious consequences following a broadcast dissemination of such a disease, would be incalculable.

This was not lost sight of by the North-West Council, which promptly brought into force an ordinance, well calculated to meet the requirements of the case. This ordinance provides for the destruction of such animals that may be found suffering from the disease, on a certificate being produced from a competent veterinary authority, and after such proof has been established before a Stipendiary Magistrate or Justice of the Peace.

GAOL.

I have previously pointed out how urgent was the necessity of proper gaol accommodation being supplied in the Territory. That this necessity existed in the past, we, from experience, know there was no room for doubt. Now, however, the importance of my recommendation being acted on, has so very materially increased, that I venture most respectfully to bring the subject once more to your notice, earnestly trusting that it may receive early attention.

Notwithstanding the increase in guard room accommodation which we derive from the erection of new posts, all such places are vastly overcrowded. For instance, in the guard room at this post we have ten cells and at the present moment, fifteen prisoners; the last number was still greater but a short time ago. I am of opinion, too, that the practice of turning our guard rooms into common gaols is most objectionable in every respect.

Returns showing the amount of Customs collected by the North-West Mounted Police Force, during the year 1883:—

Port of Fort McLeod, up to 30th November.....	\$50,501 32
“ Maple Creek “ “	28,416 61
Total.....	<u>\$78,917 93</u>

At Fort McLeod the value of the articles imported on which duty was paid was... ..	\$248,637 00
Value of free entries, same place, was	403,907 00

The Appendices attached hereto are as follows:—

- A.—Return of criminal and other cases tried.;
- B.—Plan of Regina Post.
- C.— “ Maple Creek Post.
- D.— “ Medicine Hat “
- E.— “ Fort Calgary “
- F.— “ Fort McLeod “

I have the honour to be, Sir,
Your obedient servant,

A. G. IRVINE,
Commissioner.

APPENDICES.

APPENDIX A.

CRIMINAL and other Cases tried in the North-West Territories, from 1st December, 1882, to 1st December, 1883.

Date of Arrest or Commital.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury	Where Tried	By whom Tried.
1882. Dec. 18	Regina	Robt. Campbell.	Having intoxicated liquor illegally in his possession.	1882. Dec. 18	Fined \$50 and costs	Half fine paid to informer.	No.	Fort Walsh.	Supt. Shurtliffe, J. P.
do 18	do	Thos. Peechey...	Importing intoxicating liquor illegally into the N.-W. Territories, and having been under the influence of the same when arrested.	do 18	do 50	do do	do	do	do do
do 18	do	W. H. Patrick...	Intoxicating liquor illegally in his possession.	do 18	do 50	do do	do	do	do do
do 18	do	Jno. Dillon.....	do do	do 18	do 150	do do	do	do	do do
do 27	do	W. C. Allen.....	Receiving stolen property.	do 27	do 25	do do	do	do	do do
do 27	do	Wm. Finlay.....	do do	do 27	do 25	do do	do	do	do do
do 27	do	W. J. Casey.....	do do	do 27	do 25	do do	do	do	do do
do 27	do	M. Fitzpatrick...	do do	do 27	do 25	do do	do	do	do do
do 27	do	L. Hewgill.....	do do	do 27	do 25	do do	do	do	do do
do 27	do	H. S. Severne.....	do do	do 27	do 25	do do	do	do	do do
do 27	do	Robt. Campbell...	do do	do 27	Acquitted.....	Not sufficient evidence.	do	do	do do
do ..	do	Chas Walsh.....	do do	do 27	do	do do	do	do	do do
1883. Feb. 23	Samuel Moore....	Eric Olsen.....	Non-payment of wages.	1883. Feb. 23	Payment ordered, \$30.82 and sus-tenance.	.....	do	do	do do
do 22	Finlay Munro....	do	do do	do 23	Dismissed... ..	No costs.....	do	do	do do
do 22	John Doubt.....	do	do do	do 23	Payment ordered, \$16.53 and sus-tenance.	.....	do	do	do do

do	22	D. McGinniss	do	do	do	do	do	do	do	do	do	do	do
do	22	Denis Lucy	do	do	do	do	do	do	do	do	do	do	do
do	22	A. Bergmain	do	do	do	do	do	do	do	do	do	do	do
do	22	Wm. McDougall	do	do	do	do	do	do	do	do	do	do	do
April	30	Regina	Mis-squat (Cree Indian)	Horse stealing	April 30	Five years Provincial Penitentiary, Man., hard labor.	do	do	do	do	do	do	Lt.-Col. Irvine, S.M.
do	26	do	Cut-Foot (Cree Indian)	Bringing stolen property into Canada.	do	Five years, Provincial Penitentiary, Manitoba.	do						
do	26	do	Lonesome Man (Cree Indian)	do	do	do	do	do	do	do	do	do	do
do	26	do	The Wolf (Cree Indian)	do	do	do	do	do	do	do	do	do	do
May	14	do	W. C. McDonald	Intoxicating liquor illegally in his possession.	May 14	Fined \$10) and costs.	do	do	do	do	do	do	Supt. Shurtliffe, J.P., and Ins. Norman, J.P.
do	14	do	Chas. Walsh	Drunk and disorderly.	do	Fined \$20 and costs	do						
do	14	do	M. Fitzpatrick	do	do	do	do	do	do	do	do	do	do
do	14	do	do	Gambling	do	Fined \$60 and costs	do						
do	14	do	T. Vance	do	do	do	do	do	do	do	do	do	do
do	14	do	F. Barr	do	do	do	do	do	do	do	do	do	do
do	14	do	S. Yates	do	do	do	do	do	do	do	do	do	Insp'r. Norman, J.P.
do	30	do	Geo. Huston et al	Intoxicating liquor illegally in possession, and selling the same.	do	Fined \$25 and costs each.	do						
do	30	J. Hamby	D. Cochrane	Assault	do	Seven days' hard labour, N.-W. Mounted Police Guard-Room.	do						
June	6	Regina	Jas. Jackson	Intoxicating liquor illegally in his possession.	June 6	Fined \$50 and costs	do	do	do	do	do	do	Supt. Cotton, J.P.
do	9	do	Julian	do	do	do	do	do	do	do	do	do	Inspector Steele, J.P.
do	9	do	Jamieson	do	do	do	do	do	do	do	do	do	do
do	9	do	J. Hamby	do	do	do	do	do	do	do	do	do	do

APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—Continued.

Date of Arrest	Prosecutor	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By whom Tried.
1883. May 8	Regina.....	Cree Indians— Old Moccasin ..	Bringing stolen property into Canada.	1883 June 12	Two years, Provin- cial Penitentiary, Manitoba.	.....	No.	Maple Creek	Lt.-Col. McLeod and Irvine, S.M.'s.
do	do	Sitting Home..	do	do 12	do	.....	do	do	do
do	do	Strong Body ..	do	do 12	do	.....	do	do	do
do	do	Pig Fat	do	do 12	do	.....	do	do	do
do	do	Little Calf ..	do	do 12	do	.....	do	do	do
do	do	The Thigh	do	do 12	do	.....	do	do	do
do	do	Flying Quill ..	do	do 12	do	.....	do	do	do
do	do	Forever Stand- ing.	do	do 12	do	.....	do	do	do
do	do	Sou-pa-is-ta-o	do	do 12	do	.....	do	do	do
do	do	Na-cho-kim ..	do	do 12	do	.....	do	do	do
do	do	Ne-pog-ja-che.	do	do 12	do	.....	do	do	do
June 12	do	Geo. Goudine ..	Horse stealing	do 12	Acquitted .....	.....	do	do	do
do 18	do	St. Germain ..	Drunk	do 18	do	.....	do	Medicine Hat	Inspector Steele, J.P.
do 18	do	Alex. Pelletier.	do	do 18	do	.....	do	do	do
do 19	do	P. McKay	Selling liquor	do 19	Fined \$100.....	Half fine paid in- former.	do	do	do
do 23	do	F. Barr	In possession of intoxi- cants, and selling same.	do 23	do and costs	do	do	Maple Creek.	Supt. Shurtliffe, J.P.
July 2	do	Amelius Feeguire	Intoxicating liquor ille- gally in his possession.	July 2	do	do	do	Medicine Hat	Inspector Steele, J.P.
do 2	do	Ben Butler.....	Drunk	do 2	Acquitted.....	.....	do	do	do
do 8	do	Geo. Cory	do	do 8	do	.....	do	do	do
do 11	D. J. Mullen.....	Dan. C. O'Keefe.	Improper dismissal	July 11	do	.....	do	Maple Creek	Supt. Shurtliffe, J.P.
do 11	Dan. C. O'Keefe	M. Blair	Deserting employment ...	do 11	Fined \$1 and costs	.....	do	do	do
do 18	Wm. Burden.....	E. C. Danson....	Improper dismissal	do 18	Payment ordered, \$2.20 and costs.	.....	do	Medicine Hat	Inspector Steele, J.P.
do 20	Regina	John Terry	Intoxicating liquor ille- gally in possession.	do 20	Payment ordered, \$60 and costs.	.....	do	do	do
do 20	do	M. Somers	do	do 20	do	.....	do	do	do
do 23	do	M. Fitzpatrick ...	Drunk	do 23	do	.....	do	do	do

APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—Continued.

Date of Arrest or Committee.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By whom Tried.
1883. Nov. 4	Regina...	R. Eveson.....	Keeping gambling house.	Nov. 4 1883.	Fined \$50.....	Half fine to informer.	do	Medicine Hat Supt. Shurtliffe, J.P.	do
do 4	do	M. J. Casey.....	Gambling	do 4	Fined \$25.....	do	do	do	do
do 4	do	A. Day.....	do	do 4	do	do	do	do	do
do 4	do	J. Ingram.....	do	do 4	do	do	do	do	do
do 4	do	B. Lacey.....	do	do 4	Acquitted.....	Insufficient evidence.	do	do	do
do 4	do	— Jordan.....	do	.....	do	do	do	do	do
do 4	do	Jeff Patrick.....	do	.....	do	do	do	do	do
do 4	do	James Smith.....	do	.....	do	do	do	do	do
do 23	R. A. Clarke...	Saskaatchewan Coal Mining & Trans. Co.	Non-payment of wages...	Nov. 23	Order for payment of claim and board until paid.	.....	do	do	do
do 23	William Brown.	do	do	do 23	do	.....	do	do	do
do 23	Angus Cameron.	do	do	do 23	do	.....	do	do	do
do 23	Wm. Wilson.....	do	do	do 23	do	.....	do	do	do
do 23	J. R. Olsen.....	do	do	do 23	do	.....	do	do	do
do 23	George Hall.....	do	do	do 23	do	.....	do	do	do
do 23	T. R. Paterson...	do	do	do 23	do	.....	do	do	do
do 23	R. Stowell.....	do	do	do 23	do	.....	do	do	do
do 23	H. Taylor.....	do	do	do 23	do	.....	do	do	do
do 23	James Jarvis....	do	do	do 23	do	.....	do	do	do
do 23	Ed. Alderson....	do	do	do 23	do	.....	do	do	do
do 23	J. Cartwright....	do	do	do 23	do	.....	do	do	do
do 23	W. Adams.....	do	do	do 23	do	.....	do	do	do
do 23	J. Tyron.....	do	do	do 23	do	.....	do	do	do
do 23	A. R. Amos.....	do	do	do 23	do	.....	do	do	do
do 23	G. H. Johnson...	do	do	do 23	do	.....	do	do	do
do 23	John O'Brien...	do	do	do 23	do	.....	do	do	do
do 23	Wm. Thomas...	do	do	do 23	do	.....	do	do	do
do 23	James Vardy....	do	do	do 23	do	.....	do	do	do
do 23	Wm. Saxby.....	do	do	do 23	do	.....	do	do	do
do 23	John Richards...	do	do	do 23	do	.....	do	do	do
do 23	J. R. McLeod....	do	do	do 23	do	.....	do	do	do

APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—Continued.

Date of Arrest or Commital.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By whom Tried.
1883. Nov. 23	Alex. Cumming ...	Saskatchewan Coal Mining and Transportation Co.	Non payment of wages...	1883. Nov. 23	Order for payment of claim and board until paid.	.....	No.	Medicine Hat	Supt. Shurtleffe, J. P.
do	Chs. Miller	do	do	do 23	do	.....	do	do	do
do	23 A. Matheson	do	do	do 23	do	.....	do	do	do
do	23 Jas. Esterhall	do	do	do 23	do	.....	do	do	do
do	23 A. Jacob	do	do	do 23	do	.....	do	do	do
do	23 H. Marcott	do	do	do 23	do	.....	do	do	do
do	21 Regina	— Murphy	Drunk and disorderly.....	do 22	Fined \$20 or six weeks' imprisonment.	.....	do	do	do
do	21 do	— Gautier	Having alcohol illegally in his possession.	do 22	Fined \$100 or two months' imprisonment.	do	do	do	do
1882. Dec. 1	J. Collingwood.	J. R. Parsons.....	Selling liquor.....	1882. Dec. 1	Fined \$100 and costs.	Half the fine paid to the informer.	do	Regina	Insp. Steele, J. P.
do	3 P. Bouchard.....	John Wills.....	Assault and battery	do 11	Fined \$1 and costs or two months' imprisonment at hard labour.	Paid	do	do	do
do	16 M. Bliss	M. Phelan	Having liquor illegally in his possession.	do 16	Fined \$200 and costs or six months' imprisonment.	do	do	do	do
do	12 do	O. Hewson	Selling liquor illegally...	do 12	Fined \$150 and costs.	do	do	do	Supt. Walsh.
do	19 G. B. Rice.....	Chas. James.....	Malicious injury to property.	do 19	Fined \$20 and costs.	do	do	do	Insp. Steele, J. P.
do	29 T. Clinton, jun. — Dempsey	J. G. Gordon..... John Hogg	Assault and battery..... Obtaining money under false pretences.	.....	Fined \$5 and costs. Withdrawn.	do	do	do	do
do	22 do	Jos. Brillion	do	.....	Withdrawn.	.....	do	do	do
do	19 D. McIntyre	Wm. Jackson.....	Assault.....	Jan. 20	Fined \$2 and costs or two months' imprisonment.	.....	do	do	Supt. Walsh.

APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—Continued.

Date of Arrest or Commital.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By whom Tried.
1883.				1883.					
June 1	G. Cowen	A. Mowatt	Assault			Settled out of Court			Dr. Dodd, J.P.
do	1 Regina	Figior, E.	Assault and battery		Fined \$5 and costs		No.	Regina	Mr. LeJuen and Inspector Griesbach, J.P.s.
do	1 do	Jos. Brillion	do do		do	Paid	do	do	do
do	4 do	4 Indian boys	Larceny		Seven days' imprisonment.		do	do	Lt.-Col. McLeod, S.M.
.....	A. McDonald (Indian Ag't)	Indian (unknown)	do			Search warrant issued, but no arrest made.			
Mar. 30	O. Hamilton	Jno. Caulfield	Illegally in possession of and selling liquor.	Var. 30	Fined \$100 & costs	Paid	No.	Regina	Supt. Walsh, J.P.
April 26	M. Duchesnay	G. W. Daly	Drunk and fighting on streets.	April 26	do 5 do		do	do	Supt. Cotton, J.P.
do	27 G. McLeod	L. Corey	Drunk	do 27	do 5 do		do	do	do
do	2 Regina	M. Lepage P. Bouneau F. Dumont J. Dumont	Horse stealing			Brought from Wood Mountain for trial and were let out on bail.			
May 4	M. Duchesnay	J. McDonald	Selling and having liquor illegally in possession.	May	\$100 and costs or 3 months' imprisonment.	Paid	No.	do	do
do	5 N. F. Davin	J. B. Burns	Conspiracy to steal and stealing.			Let out on bail but failed to appear.	do	do	Supt. Cotton, J.P., and Inspector Griesbach, J.P.
do	5 do	D. Carley	Conspiracy to steal			Dismissed	do	do	do
do	12 M. Duchesnay	W. Finning	Selling liquor			Dismissed for want of evidence.	do	do	Supt. Walsh, J.P.
do	12 do	Broley	do			Dismissed	do	do	do
do	16 J. Tyffe	G. E. McMartin	Bringing liquor illegally into the N.-W. T.		Fined \$50 and costs	Paid	do	do	Supt. Cotton, J.P.
do	22 J. McGinnis	D. W. Bole	Selling intoxicants		do		do	do	Supt. Walsh.

June 16	M. Duchesnay	W. H. Lee	Having liquor illegally in possession, being drunk, assault and battery.	June 16	For assault, fined \$10 and costs; drunk, \$10; illegal possession of liquor, \$50 or 3 months' imprisonment.	do	do	Mr. LeJuen, J. P.
do 15	J. Tyffe	J. Broley	Having liquor illegally in his possession and being drunk and disorderly.	do 16	Drunk and disorderly, fined \$10 and costs; having liquor illegally, \$200 and costs.	do	do	do
do 13	H. Hamilton	J. Anderson	Drunk and disorderly	do 13	Pay costs and cautioned.	do	do	Qu'Appelle. D. Watson, J. P.
do 5	Coleman	Bell	Assault	do	do	do	do	do
do 28	Regina	Keith & Cruthers	Fighting and creating disturbance at Fort Qu'Appelle.	June 28	Keith fined \$5 and costs. Others reprimanded.	do	do	do
do 16	J. Hamby	G. Lovenstein	Obtaining goods under false pretences.	do	Dismissed, settled out of court.	do	do	do
July 4	G. McLeod	Wood	Having liquor illegally in possession.	July 5	Fined \$200 and costs.	do	do	Supt. Herchmer, J. P.
do 4	do	Woodward	do	do 5	do	do	do	do
do 7	Regina	Geo. Stevenson	Murder	Oct. 3	To be hanged Nov. 28, 1883.	do	do	do
do 10	do	Jno. Stevenson	do	do 3	Dismissed without costs.	do	do	do
do 16	Brewster	Pettingill	Having and selling an intoxicant.	do	Dismissed without costs.	do	do	do
July 15	Regina	Galleneau	Dangerous lunatic	do	Warrant issued by D. Watson, J.P.; sent to hospital, Regina; recovered and was released.	do	do	do
do 16	Wolhouse	Mile	Having liquor illegally in possession.	July 16	Dismissed without costs.	do	do	Supt. Herchmer, J.P.
do 16	do	McCormick	do	do 16	\$50 without costs.	do	do	do
Aug. 8	Jno. Norris	N. F. Davin	Bringing liquor illegally into N.-W. T.	Aug. 8	Fined \$50 and costs	do	do	do
do 8	H. Ayre	C. Coules	Having liquor illegally in possession.	do 9	do 200	do	do	do
do 18	J. A. McGibbon	J. Crack and A. Ives	Drunk on the street	do	Discharged with a caution.	do	do	do
do 21	J. Norris	P. Breland	Having liquor illegally in possession.	do	Dismissed	do	do	do
					Liquor spilt at Regina. He stated having had, but lost, a permit.	do	do	Supt. Herchmer, J.P.

APPENDIX D.—Criminal and other Cases in the North-West Territories, &c.—Continued

Date of Arrest or Acquittal.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By Whom Tried.
1883. Aug. 14	Regina	W. D. Murphy	Having liquor illegally in possession.	Aug. 17	Fined \$100 & costs, or two months imprisonment.	Sent to Regina for imprisonment.	do	Regina	Supt. Shurtleffe, J.P.
do	E. W. Mutch	S. White	Selling liquor	do	22 Fined \$100 & costs.	Paid	do	do	Supt. Herchmer, J.P.
Sept. 1	M. Dechesney	Strighton	Imposture on railway men.	do	Dismissed	do	do	do	do
do	Regina	Cameron	Selling liquor in N.-W. T.	Sept. 18	Fined \$150 & costs	Undergoing sentence at Regina, having failed to pay fine.	do	do	Supt. Shurtleffe, J.P.
do	do	Carmichael	Selling liquor	do	do	Paid	do	do	Supt. Herchmer, J.P.
do	do	Moody	Gambling in N.-W. T.	do	do	do	do	do	do
do	do	Tough	Obtaining money by fraud.	do	do	do	do	do	do
do	do	P. Collins	Having liquor illegally in possession.	do	do	do	do	do	do
Oct. 1	do	Broley	Obtaining money under false pretences.	do	Discharged, witnesses not appearing.	do	do	do	Supt. Herchmer, J.P.
do	do	Hardie	Shooting with intent	do	Dismissed	do	Yes	do	do
do	do	Galleneau	Assault	Nov. 15	2 mos. hard labor, and find securities in \$100 each to keep peace for 6 mos. on expiration of sentence.	do	No.	do	do
do	N. F. Davin	Braithwaite	do	Oct. 25	Fined \$50	Paid	do	do	do
do	Davidson	Forward and Freemantle	Larceny	Nov. 5	6 mos. hard labor	Pleaded guilty; Freemanle discharged.	do	do	do
do	Regina	Adshead	Killing a cow	Oct. 22	2 years penitentiary, hard labor.	Regina	do	Fort Macleod	Lt.-Col. Irvine, S. M.

APPENDIX A.—Criminal and other Cases in the North-West Territories—Continued.

Date of Arrest or Commitment.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If tried by Jury.	Where Tried.	By whom Tried.
1883. April 4 do 10	Rogina do	Bad young man. H. A. Kanouse, J. B. Bonne, J. McDougall, J. R. Peak.	Cattle killing Gambling	April 4 do	Committed for trial 10 Each fined \$10 and costs or 1 month each.	..... .....	No. do	Fort McLeod do ...	Supt. Crozier, J.P. do
do 27	do	Man that rides a mule.	Cattle killing	do	Dismissed	Insufficient evi- dence.	do	do	do
May 21	do	Good young man	do	.....	Committed for trial	.....	do	do	do
June 8	do	Jno. Wilson	Assault	June 8	Fined \$5 and costs	Paid	do	do	do
July 5	do	J. St. Joe Josipia	Cattle killing	July 5	6 months hard lab.	.....	do	do	Lt.-Col. McLeod, S.M.
do 5	do	Bad young man & Always takes the gun.	do	do	Each 12 months, hard labour.	.....	do	do	do
do 5	do	Little leaf	Malicious injury to pro- perty.	do	Dismissed	Insufficient evi- dence.	do	do	do
do 5	do	Good young man	Cattle killing	do	10 mos. hard labour	.....	do	do	do
do 16	do	Chas. Cameron, Jno. McDonald & F. Watson	Horse stealing	.....	Committed for trial	.....	do	do	Supt. Crozier, J.P.
do 16	do	Moatey	Maliciously driving hor- ses from herding ground	July 16	Fined \$1 and costs	.....	do	do	do
do 21	do	John McDonald & F. Watson.	Horse stealing	do	4 years hard labour penitentiary.	.....	do	do	Lt.-Col. McLeod, S.M.
do 21	do	Chas. Cameron.	do	do	6 mos. hard labour	.....	do	do	do
do 21	do	Star Child (In- dian).	do	do	4 years hard labour, penitentiary.	.....	do	do	do
do 21	do	Man with knife (Indian.)	do	do	6 mos. hard labour.	.....	do	do	do
do 23	do	Jas. Pickard	Cattle killing	do	Dismissed	Insufficient evi- dence.	do	do	do
do 23	do	C. Whitford	Assault	do	do	.....	do	do	Supt. Crozier, J.P.
do 23	do	A. H. Heney	Refusing to pay servant.	do	do	.....	do	do	Lt.-Col. McLeod, S.M.
do 26	do	Weasel Moccasins (Indian).	Aiding prisoners to es- cape.	do	do	.....	do	do	Supt. Crozier, J.P.

Aug. 4	do	J. St. Joe Josipps.	Attempting to escape from guard room.	Aug.	4	3 months after expiration of former sentence.	do	Li.-Col. MacLeod, S.M.
do	do	Blood Indian.	Larceny	do	4	14 dys. hard labour	do	do
do	do	W. McDowan.	Assault	do	20	Fined \$30 and costs	do	Supt. Crozier, J.P.
do	do	A. Lachapelle	do	do	21	Dismissed	do	do
do	do	W. Aushard	Cattle killing	Sept.	15	Committed for trial	do	do
do	do	J. W. D'Amour.	Accessory to cattle killing after the fact.	do	17	Dismissed	do	do
do	do	H. Price	Cattle killing	do	17	do	do	do
do	do	Patrick <i>alias</i> Conn.	Horse stealing	do	21	Sent to Calgary to be tried.	do	do
do	do	J. B. Bonne.	Assault	Oct.	1	Fined costs only	do	do
do	do	J. G. McDougall	Giving Pain-Killer to Indians.	do	4	Dismissed	do	do
do	do	Indian Depart-ment.	Buying potatoes from Indians.	do	15	Fined \$100 and costs.	do	C. F. Denny, J.P., Indian Agent.
do	do	Frank Clabot	Driving off horses	Feb.	10	Fined \$20 or one month.	No.	Supt. McIlree, J.P.
do	do	Cut-jip (Sarcee Indian).	Stabbing with intent	June	22	Six months' imprisonment at hard labour.	do	Lt.-Col. Macleod, S.M.
do	do	Grow-collar (Sarcee Indian).	Shooting with intent	Feb.	18	Dismissed	No.	Insp. Dowling, J.P.
do	do	Alex. Doyle	Embezzling oats	do	do	Released on \$400 bail; absconded; \$400 paid to Col. Macleod.	do	Supt. McIlree, do
do	do	Nap. Mevette	Shooting with intent	June	22	Acquitted	Yes	Lt.-Col. Macleod, S.M.
do	do	Grow-collar (Sarcee Indian).	Malicious injury to party	May	23	Ten days' imprisonment at hard labour.	No.	Supt. McIlree, J.P.
do	do	Balls-head (Sarcee Indian).	Creating a disturbance	do	21	Dismissed, with caution, after three days' imprisonment.	do	do
do	do	James Clark	Assault	June	23	Fined \$20 and costs or one month with hard labour	do	Insp. Dowling, J.P.
do	do	Henry Taylor	Petty larceny	do	28	Dismissed on account of long term served before trial.	do	Lt.-Col. Macleod, S.M.
do	do	Chapeau Amabet	do	do	28	do	do	do
do	do	E. H. S. D. Joe	do	do	28	Case to stand over.	do	do

APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—Continued.

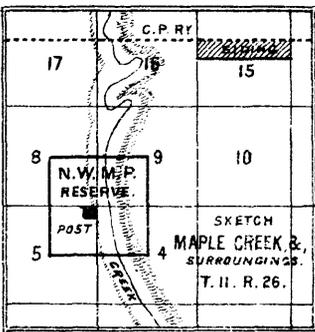
Date of Arrest or Commitment	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	Where Tried.	By whom Tried.
1883				1883.			Ft. Calgary.	Supt. McIlree, J. P.
June 28	Andw. Shewinack	Charles Lacey...	Non payment of wages...	June 28	.....	Verdict for plaintiff	do	do
July 4	Michael Murphy.	Denis Gallagher.	do	July 4	.....	do	do	do
do	Jos. Chandler...	Corey Bros.	do	do	.....	do	do	do
do	Regina.....	Wm. Houston...	Gambling	do	.....	Fine paid.....	do	do
do	do	Wm. Fisk.....	do	do	.....	do	do	do
do	do	Wm. G. Smith...	do	do	.....	do	do	do
do	do	Jos. L. HirondeL	do	do	.....	do	do	do
do	do	Gus. L. HirondeL	do	do	.....	do	do	do
do	do	Wm. Calder	do	do	.....	do	do	do
do	do	O. Peterson.....	Non payment of wages ..	do	.....	Verdict for plaintiff	do	do
do	do	Chas. Sinclair...	Assault	do	.....	Fine paid.....	do	do
do	do	Simms and Armington.	Non payment of wages...	do	.....	Verdict for plain-	do	do
do	do	E. McGrath.....	Gambling	do	.....	tiff, with costs.	do	do
do	do	Gus. Erriston ...	do	do	.....	Fine paid.....	do	do
do	do	J. Rasprien	do	do	.....	Dismissed.....	do	do
do	do	E. McGrath.....	Assault.....	do	.....	Fine paid	do	do
do	do	Johnstone and Monroe.	Non payment of wages...	do	.....	do	do	do
do	do	W. Smith.....	Forgery	do	.....	Verdict for plain-	do	do
do	do	Henry Wheeler.	Having liquor illegally in possession.	do	.....	tiff, with costs.	do	do
do	do	Little-hunter... (Cree Indian)	Petty larceny	do	.....	do	do	do
do	do	W. Foster	Abusive language.....	do	.....	Fine paid by order from Winnipeg.	do	Insp. Dowling, J. P.
do	do	M. Somers	do	do	.....	Fine paid.....	do	do
do	do	do	do	do	.....	Dismissed.....	do	do
do	do	do	do	do	.....	do	do	do

125

do	13	Regina.	Jacob Fortier.....	Setting fire to prairie.....	Aug. 14	Fined \$50 and costs or 1 month.	Fine paid.....	do	do	Supt. McIlree, J. P.
do	17	do	J. G. McKlintock	do	do	Fined \$20 and costs or fourteen days.	do	do	do	Supt. McIlree, J. P.
do	30	P. T. Cheasley.	C. E. Leave.....	Non payment of wages..	do	do	Verdict for plaintiff	do	do	Insp. Dowling, J. P.
do	2	Regina	A. E. Beaudon.	Having liquor illegally in his bar.	Sept. 3	Fined \$200 and costs or six months.	Fine paid.....	do	do	do
Nov.	4	do	Fox-tail (Sarcee Indian).	Presenting a revolver....	do	do	Dismissed.....	do	do	Supt. McIlree, J. P.
do	6	do	Saul Yates.....	Assault.....	do	Fined \$20 and costs or one month.	Fine paid.....	do	do	Insp. Dowling, J. P.
do	12	do	Wm. Mitchell....	do	do	Fined \$5 and costs or ten days.	do	do	do	do
do	15	do	Hiram Rosenthal	Selling liquor	do	Fined \$200 and costs or six months.	do	do	do	do
do	16	do	do	Having liquor illegally in his possession.	do	Fined \$100 and costs or four months.	do	do	do	do
do	19	do	James McDonald	Setting fire to prairie....	do	Fined \$25 and costs or one month.	do	do	do	do
do	28	do	Charles Wright.	Perjury.....	Oct. 31	do	Acquitted.....	do	do	Lt.-Col. Macleod, S. M.
Oct.	1	do	J. Mallette.....	Drunk and incapable....	do	Fined \$5 and costs or fifteen days.	Fine paid.....	No.	do	Insp. Dowling, J. P.
do	2	do	J. A. Paterson ..	Giving liquor to J. Mallette.	do	Fined \$100 and costs or six months.	do	do	do	do
do	24	do	A. J. Brady.....	Cutting hay on Stoney Reserve.	do	Fined \$1 and costs or seven days.	do	do	do	Supt. McIlree, J. P.
do	24	do	R. McKenzie.....	do	do	do	do	do	do	do
do	10	do	W. G. Smith.....	Drunk and disorderly....	Oct. 12	Fined \$20 and costs or 1 month.	Released on \$30 bail; absconded.	do	do	do
do	10	do	Jas. A. Grant ...	do	do	Fined \$10 and costs or 14 days.	Paid.....	do	do	do
do	3	do	Patrick.....	Horse stealing.....	do	do	do	do	do	do
do	20	C. P. Railway	(Half-breed boy) W. S. M. Ward	Petty larceny.....	do	27 2 years in penitentiary.	do	do	do	Lt.-Col. Macleod, S. M.
do	24	Regina.....	J. Clarke.....	Feloniously retaining property.	do	do	do	do	do	Supt. McIlree, J. P.
do	25	W. J. Burns.....	J. Lucham.....	Misappropriation of property.	Oct. 25	Dismissed without costs.	do	do	do	Supt. McIlree, J. P.
do	25	R. J. Garthur....	J. J. Francis....	Non-payment of wages..	do	Verdict for defendant.	do	do	do	Lt.-Col. Macleod, S. M.
Nov.	15	Regina.....	Francis Luce	Having liquor illegally in his possession.	Nov. 16	Fined \$200 or 6 months.	6 Paid.....	do	do	Insp. Dowling, J. P.
do	15	do	Frank Lewis.....	do	do	do	do	do	do	do

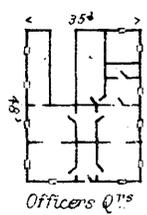
APPENDIX A.—Criminal and other Cases in the North-West Territories, &c.—*Conclude*'.

Date of Arrest or Commitment.	Prosecutor.	Defendant.	Nature of Offence.	Date of Conviction or Acquittal.	Penalty.	Remarks.	If Tried by Jury.	Where Tried.	By whom Tried.
1883.				1882.					
Nov. 18	Regina.....	Thos. Burns.....	Allowing gambling on his premises.	Nov. 19	Fined \$10) or 3 months.	..... Paid.....	No.	Ft. Calgary.	Insp Dowling, J.P.
do 18	do	Louis Cabill.....	Gambling	do 19	Fined 160 or 2 months.	do	do	do ..	do
do 19	do	Thos. Burns.....	do	do 20	Sentence deferred.	.....	do	do ..	do
do 19	do	Wm. Merritt.....	do	do 20	Fined \$50 or 2 months.	.....	do	do ..	do
do 19	do	J. Wertworth.....	do	do 20	do ..	.....	do	do ..	do
do 19	do	Samuel Brady.....	Having liquor illegally in his possession and selling, pour.	do 20	Fined, for each offence, \$200 and costs or 3 months imprisonment.	.....	do	do ..	do
do 20	do	C. Anderson.....	Bringing liquor illegally into the North-West Territories.	do 21	Fined \$200 or 6 months imprisonment.	.....	do	do ..	do
Jan. 4	Queen	Ignace	House breaking.....	July 16	1 month, hard labour.	.....	do	Ft. Sask'wan	H. Richardson, S.M.
do 4	do	Paul.....	do .....	.....	.....	.....	do	do ..	do
do 3	Simpson.....	McLaughlin	Deserting employment.....	Jan. 3	Fined \$30 or 1 month.	Case discharged.....	do	Edmonton...	S. Gagnon, J.P.
do 3	do	Wright.....	do	do 3	do ..	.....	do	do ..	do
do 27	Mary Skeesick.....	Skeesick.....	Assault and battery.....	do 27	1 month.....	do ..	do	Ft. Sask'wan	do
do 28	Queen.....	Wright.....	False pretences	Dec 14	.....	Prosecution discontinued.	do	Edmonton...	J. F. Macleod, S.M.
Feb. 23	Anderson.....	McDonald	Interfering with timber agent in discharge of his duty.	Feb. 23	.....	Discharged; no evidence.	do	do ..	S. Gagnon, J.P.
March 6	Queen.....	Thomas.....	Larceny.....	July 16	1 month, hard labour.	.....	do	Ft Sask'wan	H. Richardson, S.M.
June 5	Belcour.....	Plante.....	Assault.....	June 5	.....	Bound over to keep the peace.	do	Lake St. Ann	W. R. Brereton, J.P.
1882.									
Oct. 30	Queen.....	Chittuk.....	Larceny.....	July 18	.....	Prisoner found not guilty.	Yes.	Edmonton...	H. Richardson, S.M.

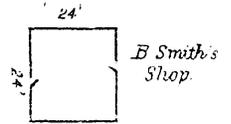
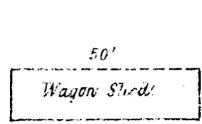
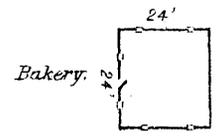
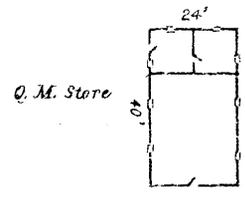
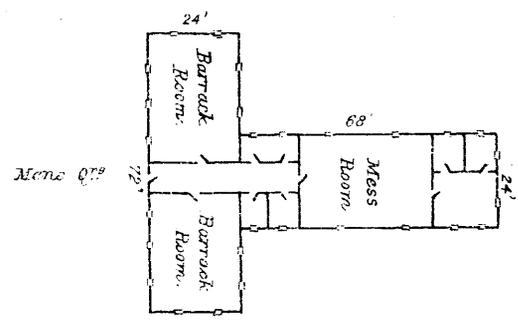
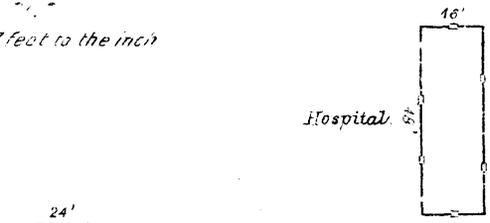
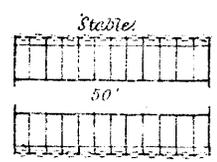
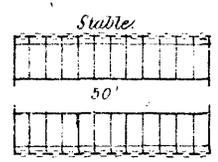
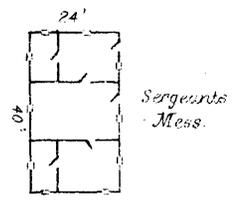
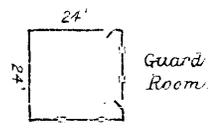
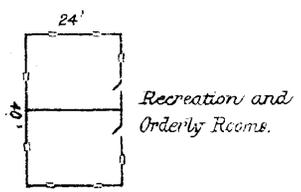


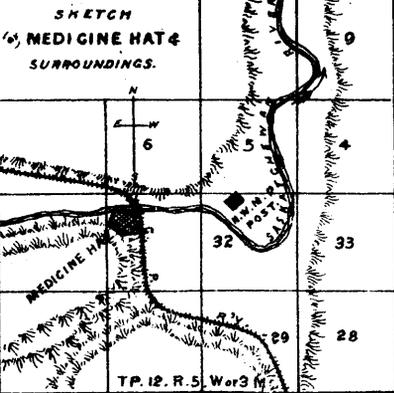
N.W.M.P.
POST
MAPLE CREEK
 N.W. TERRITORY.

APPENDIX C



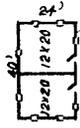
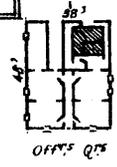
Scale 57 feet to the inch





N.W.M.P.
POST
MEDICINE HAT
N.W.TERRITORY.

Scale 85 feet to the inch



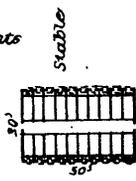
Recreation and Orderly Room.



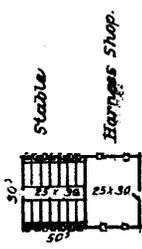
Guard Room.



Sergeants Mess.

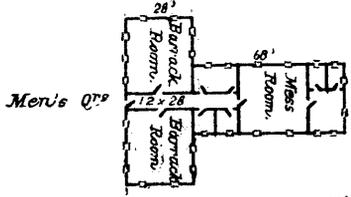


Stable



Stable

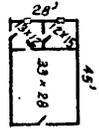
Hartings Shop.



Men's Q. M.



Bakery.



Q. M. Store.



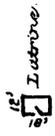
B Smith's Shop.



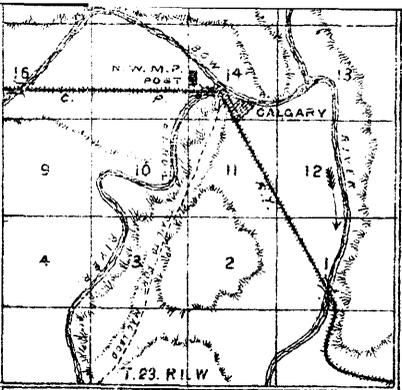
Coal Shed.



Wagon Shed.



L. cabinet.

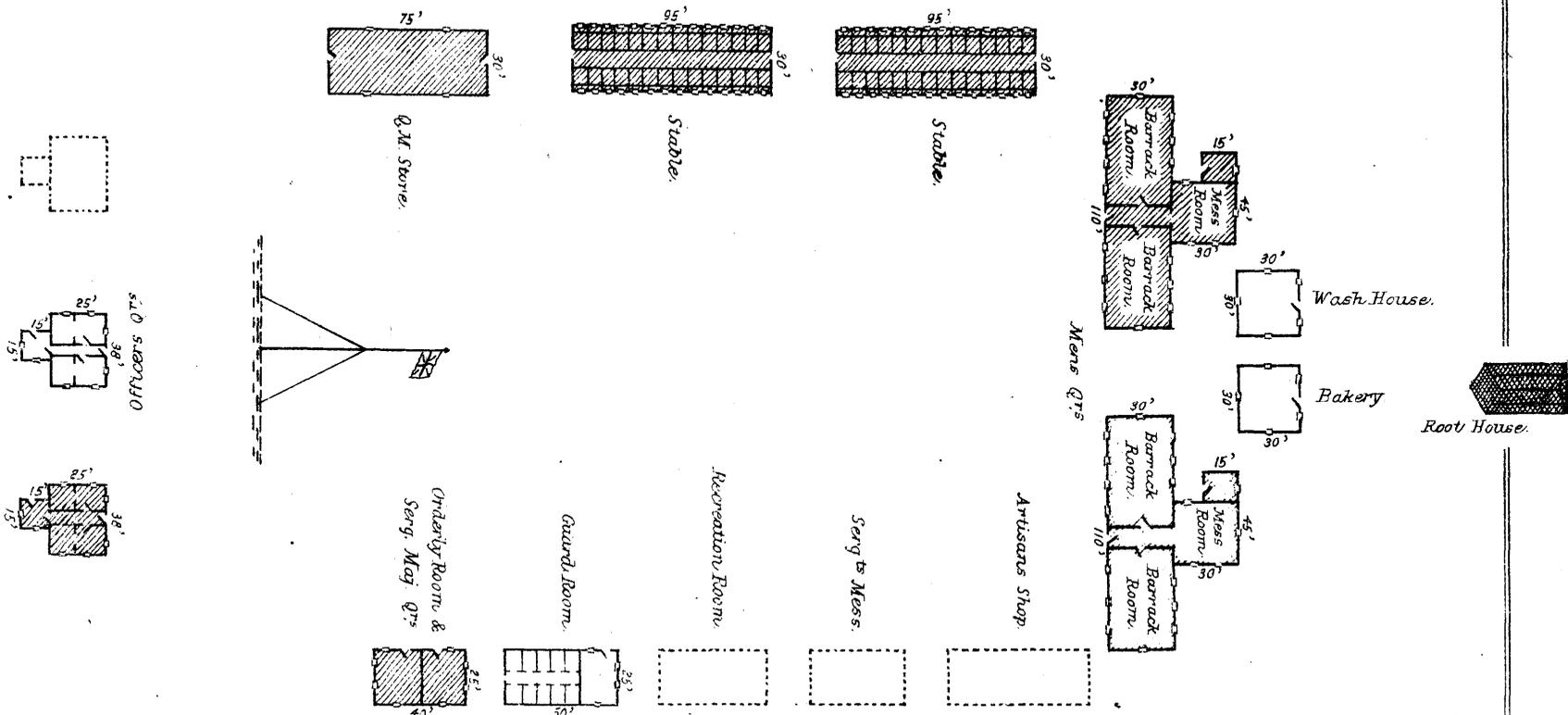


APPENDIX E

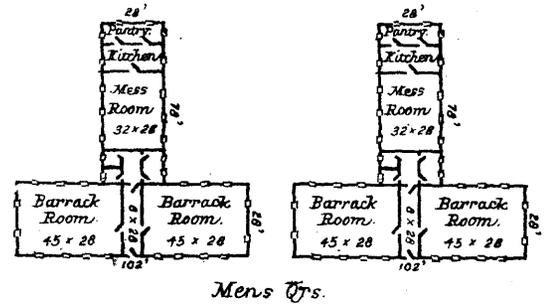
N.W.M.P.
POST
CALGARY

N.W. TERRITORY.

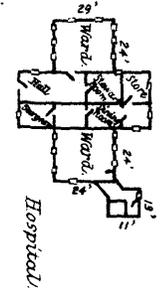
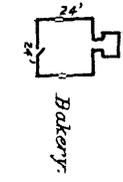
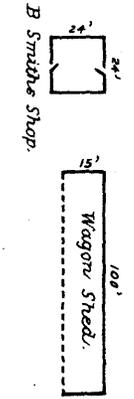
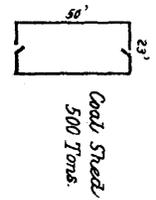
Scale 85 feet to the inch



▨ Buildings erected during year.
--- Wash House and Bakery not yet erected.



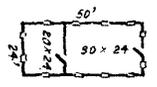
Mens Qrs.



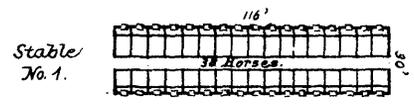
Sergeants Mess.



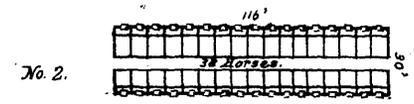
Serg's Qrs and Troop Office.



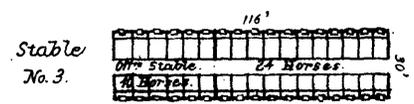
Recreation & Billiard Room.



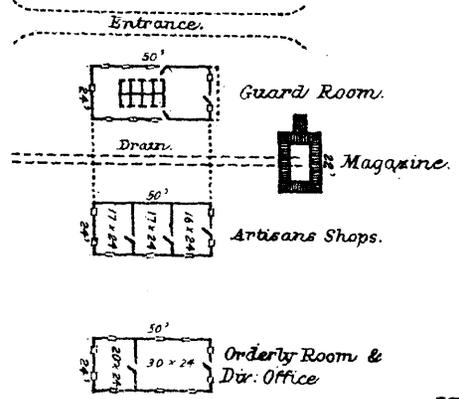
Stable No. 1.



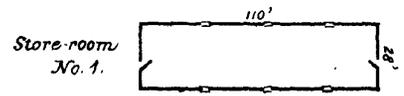
Stable No. 2.



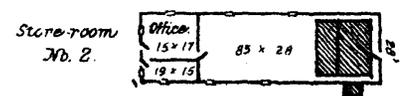
Stable No. 3.



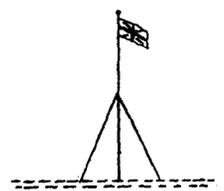
Harness Shop.



Store-room No. 1.



Store-room No. 2.



N.W.M.P.
POST
FORT McLEOD
 N.W.TERRITORY.
Scale 85 feet to the inch

RETURN

(126)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of all Orders in Council relating to any claim made by the Government of Prince Edward Island for compensation for money expended in constructing or repairing Piers in that Province, and to the examination of, and, Report upon the Piers of that Province.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
31st March, 1884

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]

RETURN

(126a)

[IN PART.]

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1883:—For:

1. Copies of all Contracts or Agreements entered into by the Postmaster-General since the last Session of the late Parliament, for the conveyance of the Mails to and from Prince Edward Island, and all Correspondence relating to Steam Communication between the Island and the Mainland while the navigation remains open.
2. Of all Correspondence and Papers relating to the Winter Crossing between Cape Traverse and Tormentine.
3. A return of all trips made by the "Northern Light," during the winter of 1881-82, with her receipts for freights and passage moneys and the expenses of her management and running.
4. Copies of all Reports and Correspondence relating to the survey or construction of the Railway authorized to be built between Cape Traverse and the main line on Prince Edward Island.

Also, copies of all instructions issued to the Agent of the Marine and Fisheries Department in Prince Edward Island, relating to the running of the "Northern Light" during the present season, and all the Correspondence on that subject.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
7th April, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

RETURN

(127)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1884 ;—For copies of Orders in Council appointing Alphonse Audet to his present position in the Civil Service.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

RETURN

(128)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884 ;—For a Return of all Reports of Government Engineers respecting the construction of a Harbor of Refuge, at Port Stanley or Port Burwell, on North Shore of Lake Erie, together with the estimated cost of each.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

RETURN

(128a)

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1884 ;—For a Return of all Reports of Engineers respecting the construction of a Harbor on the North Shore of Lake Erie, in the County of Essex, whether at Leamington, Kingsville, or elsewhere, together with the estimated cost of said Harbor at each place.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

*[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]*

RETURN

(129)

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd March, 1884;—For copies of all Reports, Letters and Documents whatsoever, in relation to the action brought by one Skiffington against Thomas Michaud and Florian Dumais, of St Pascal, in 1881, before the Justices of the Peace, together with copies of the Complaints, Orders, Evidence, Judgments, and Bills of Costs; also, of charges made against the said Skiffington, or respecting him, as to the non-payment of the costs attending the action by him instituted, and dismissed with costs against him; also, of all Correspondence on that subject, between private individuals and the Department of Railways, and between the latter and the said Skiffington; also, of all Documents in relation to the complaint of Auguste Martin, of St. Pascal, Clerk of the said Magistrate's Court, against the said Skiffington, charging that the latter did not pay him his fees and expenses; and of all Documents connected therewith.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
1st April, 1884.

RETURN

(130)

To an ADDRESS of the HOUSE OF COMMONS, dated 19th March, 1884;—For a Statement giving the names of the Official Arbitrators, and Secretaries to Arbitrators, appointed to Office since 1st July, 1867, up to the present time, the Statement to show the date of appointment, the salary allowed, the duration of tenure of Office, and the salary actually paid yearly in each case. In case of appointment having been made by Order in Council, or the salaries having been increased by Order in Council, copies of such Orders in Council, in each case, to be annexed to the Statement.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
1st April, 1884.

[In accordance with the recommendations of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(131)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For copies of the Report of Mr. C. Michaud, Civil Engineer, as to the explorations made by him, last Autumn, on the River St. Francis, with the object of establishing booms upon it.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

RETURN

(132)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of all Documents, Complaints and Reports made against Clovis Caron, Fishery Overseer for the Counties of Bellechase, Montmagny, L'Islet and Kamouraska; also, of all Documents relating to the appointment of the said Clovis Caron, to the position of Fishery Overseer, and to his duties as such.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
4th April, 1884.

Secretary of State.

RETURN

(133)

To an ADDRESS of the SENATE, dated 21st February, 1884;—For copies of all Papers connected with the enquiry into the loss of the Ship "Britannia," which struck on the North East Bar of Sable Island, on the night of the 3rd September last.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
1st April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(134)

To an ADDRESS of the SENATE, dated 22nd February, 1884 ;—For Copies of all Reports made to the Department of Marine and Fisheries, between the 1st day of March, 1881, and the last day of December, 1882, by F. N. D. Veith, Esq., an Officer appointed to inspect and report upon the condition of the Rivers in Nova Scotia, and to perform other duties in connection with the Fisheries in that Province.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
2nd April, 1884.

Secretary of State.

DIARY.

IN PURSUANCE OF MINISTER OF MARINE AND FISHERIES ORDER OF 7th MARCH, 1881.
1881.—17th March.

Received in the afternoon my commission from the Minister of Marine and Fisheries to inspect the rivers throughout Nova Scotia, and to communicate with Mr. Rogers respecting it. Wrote to Mr. Rogers, asking his opinion whether or not, being at New Ross, Lunenburg County, I had better begin with the rivers from Gold River westerly.

18th March.

While awaiting Mr. Rogers reply, being on the spot, determined to visit the head waters of the Gold River and ascertain whether the outlets from the different lakes above New Ross, flowing into the main river, were open for salmon to ascend. Spent the day in getting all the information possible concerning the dams and falls to visit, and in making memoranda of their locality and ownership.

19th March.

Visited Larder's River, half-way between Lance's mill and its junction, with Gold River, and found it much choked with *debris* from freshets. It wants clearing out thoroughly. Larder's River, a tributary of the Gold River, flowing out of Lake Ramsay, was once a very famous stream for salmon, and no doubt, from reliable information received from Mr. Ross, a resident on the Gold River for nearly forty years, was very much sought after by these fish, who ascended it in hundreds to spawn in Lake Ramsay, a very sandy and gravelly bottomed sheet of water. Larder's River is now completely stopped by a dam at Lance's Mill.

20th March.

Sunday.

21st March.

Visited a portion of the river above the cross-roads, then round the Lake to Ross's Falls a very heavy pitch or rapid about 16 miles from the sea; it is quite passable for fish and free from any stoppage. I have been told a mill is about to be erected here and a dam placed entirely across. It might be deemed necessary that when the dam is building a fishery officer should inspect its construction, so that a

proper pass be at once made for the fish. It is rumored, too, that a large steam mill is to be placed just below the bridges at the cross. This would require a fishery officer's supervision also, when the dam is being built. I saw, at the bridges at the cross, great quantities of sawdust coming down the river. This all settles at the head of the lake and in time will fill up that portion of it completely.

22nd March.

Early this morning, with Mr. Ross and Charles Pratt as guides (they offered their services gratuitously), I started down the Gold River from Ross's Falls. Found the river in good condition until reaching Skerry's Falls, 13 miles from the sea. There is a very abrupt pitch here, and although salmon, during a freshet, can leap it, it is inaccessible for either trout or gaspereaux. I would strongly urge the use of one or two blasts of powder or dynamite at the side of the fall; this would afford easy access for all kinds of fish and be but a very trifling cost to Government. I then proceeded with extreme difficulty, through burnt thickets and windfalls on the bank, to the Salmon Hole, a pool $1\frac{1}{2}$ miles from the salt water, about 200 yards long by 100 broad. Here the most nefarious netting is carried on both by Indians from New Germany and white settlers. From New Ross, I am told, in the season (May) this is so netted across and swept with small seines, that scarcely a salmon escapes.

Below the Salmon Hole, 10 miles from the river's outlet, are situated the Big or Middle Falls. These falls are fully 15 feet in height with, a slight break, and it is only when the water is very high that salmon can make the ascent. All other kinds of fish are here stopped, it being perfectly impossible at any season of the year for them to get above the fall. I would most strongly advise the use of dynamite here also; a few well placed charges would convert the precipitous descent of water into a cascade and enable all descriptions of fish frequenting the river to pass with facility to the waters above. By doing this, multitudes of fish would escape the dippers and spears, for, at this place, dozens of Indians from the La Have, principally from New Germany, have their camps during the months the fish are running, and the most illegal means daily, and nightly, are used to secure everything that rests at the foot of the fall; with large dip nets by day and spears by night the most outrageous slaughter is carried on. It would be of the greatest service, say for a month in the right season, if a River Warden camped between this and the Salmon Hole above, so as to be on the alert at all times to check the nefarious captures that are made to such an injurious extent. But making the fall, by blasting, easy of access to the fish, the greater number would not rest here at its foot as they now do, but proceeding further (with the netting above prevented), would speedily reach the big lake below the cross in safety. Netting completely across the still waters above Big Falls is continually carried on; I have it from most reliable authority that this goes on not only at night but in broad daylight. I completed the inspection of the river for 8 miles from New Ross; the remaining 8 I visited from the salt water upwards on the 28th inst. I saw no slabs or sawdust in this part of the stream. I received, to-day, a reply from Mr. Rogers advising me to take the western rivers to begin with.

23rd March.

Visited Mill River, a tributary of Gold River, which it joins at the cross. Two and a-half miles up found a dam completely across at J. Boylan's mill. No fish pass and the river blocked with edgings, slabs, *debris* from the freshets, &c. This stream issues from Sucker Hole Lake, a sheet of water $1\frac{1}{2}$ miles long and about 1 broad, once a favorite spawning ground for fish, but now, by Boylan's dam, completely cut off. Immense quantities of sawdust is allowed to escape from the mill.

24th March.

Proceeded to inspect the dams at R. Boylan's and Alex. Meister's mills, 3 and 5 miles, respectively, from the cross, on the main river. I found the former impassable, it is in a tumble-down state and completely obstructs the stream. A proper and permanent fish-pass is necessary here, and the stones and *debris* removed from the

base of the dam. At present it is useless and entirely blocks the river. Above this is Harris' Lake with a bottom of sand and gravel. Here are the main spawning grounds, the nursery, in fact, of this river. It would be most important to have the fish's ascent made easy and secured to them. Salmon are scarcely ever seen above Harris' Lake, and Meister's dam is, therefore not in the way.

25th March.

Walked over to Lance's mill, $2\frac{1}{2}$ miles from the cross, situated on Larder's River, 4 miles from its junction with the main river, and immediately below Lake Ramsay (another sandy lake). Mr. Ross, magistrate of the district, informed me that before the mill was placed there, Larder's River teemed with salmon, and that they sought Lake Ramsay to spawn. I found, however, two dams at Lance's mill, completely across, and no fish-pass whatever. The river is choked with slabs, and banks of sawdust. No precautions whatever are taken to keep the latter out of the water; and I saw quantities from this mill passing into the main (Gold) river, at its junction 4 miles below. The small dam to the westward of the mill could readily be made a fishway and the river cleared at a small cost.

26th March.

Having finished the upper part of the Gold River, I spent the day in writing up my diary of the work I had done.

27th March.

Sunday.

28th March.

Left New Ross as early in the day as I could, after arranging for a conveyance to Chester Basin, which place I reached at dark.

29th March.

Started at 7 a.m., with a guide, up Gold River, from the tideway to where I had left off on my journey from New Ross, down stream, and found it in perfect order. I saw very little sawdust here, and no obstructions whatever. In the afternoon I took the coach for Bridgewater to visit the La Have, having carefully surveyed the Gold River and its main tributaries from Meister's mill to the sea, a distance of more than 20 miles. I wish to report here that no finer river than this can exist in Nova Scotia, for salmon and other fish. From the mill dam belonging to R. Boylan, to the tideway (over 18 miles), there are no dams whatever, the defects being the two natural falls I have mentioned, preventing the fish readily ascending, and the wholesale netting and dipping illegally carried on everywhere, up and down the stream. It will be seen, I trust, how necessary it is that these evils be at once remedied; more especially as the Indians on Gold River tell me that a large kind of salmon that used to frequent the La Have, being denied access to its waters, have, of late seasons, tried this river, and would, no doubt, be a valuable acquisition, were assistance and protection properly afforded them.

30th March.

In company with the overseer, Mr. C. E. Goddard, I proceeded up the La Have, to visit the mills owned by Mr. E. Davidson. At dam No. 1, I found two fish-passes—a large one, close by the sluice, for logs; the other at the western bank, evidently constructed with a view to affording a way for gaspereaux and other small fish. The latter had no water in it when I saw it; but I am informed, even when a stream is permitted to flow through it, the gaspereaux being in the river, it is quite useless, as they will not enter it. Millions, I am told, arrived last season at its foot, but would not, or were unable, to enter it. The larger fish pass was but built, I learn, by Mr. Davidson, under his own personal supervision, and the total failure and inutility of this structure is not so much owing to its grade or internal construction, as it is to its proximity to the log sluice, and the manner in which it is placed in the dam. I am of

opinion, from my knowledge of the habits of river fish, and of the most successful modes of passing them over dams, that it is in its present position, perfectly useless. When they are driving timber and logs down the sluice they must, to a very great extent, not only frighten away, but injure the fish, especially gaspereaux in shoals. They have, it is said, been here found in quantities on the shore, bruised and dead. And again, instead of the entrance to the fishway being close up to the foot of the dam and running backwards and upwards at a grade of 1 foot in 8 or even 7, it extends straight down stream from the dam, fully 30 feet. Thus, fish seeking to ascend, assembling close under the high obstacle in their path which spans the whole river, are in advance of and miss the entrance to the wooden pass 30 feet below them. This, doubtless, has hitherto been the case, and will go on, season after season, until the salmon, gaspereaux, &c., baffled in their ascent beyond this obstruction and forced to return again to the salt water, forsake "La Have" altogether for some other river. I have given the matter most careful consideration, and I feel positive the evil can be remedied if applied at once, and the numberless complainings of the settlers concerning this dam, and the want of a free passage for the fish, be put an end to, if the following plan be adopted: Let the present gaspereaux gate at the western side be taken away and the natural cavity there, widened inwards towards the bank about 12 feet and deepened from 4 to 5 feet, and allow a good stream of water to flow into it around the side of the dam in cascade form; this, with no detriment to the working of the mill, would make a natural and easy water course, up which all the kinds of fish could readily reach the still water above. The cost would be about \$50.00.

Unless it be done, my experience most forcibly convinces me that this noble river must, per force, become very shortly altogether destitute of fish of any description.

I would add further, that against the law, immense quantities of sawdust are permitted to fall into the La Have. I saw the water for a considerable distance below Mr. Davidson's mill perfectly thick with it, and I am credibly informed that where a full rigged ship could, some years ago, pass safely, a schooner lately stranded. Tons upon tons are daily being added to the mass already settled at the bottom and the present navigation to the bridge for small vessels will soon be utterly destroyed.

31st March.

A heavy snow and rain storm rendered it impossible this day to continue my inspection up river.

FRED. H. D. VIETH, *Inspecting the Rivers of Nova Scotia.*

BRIDGEWATER, LUNENBURG Co., 1st April, 1831.

SIR,—I beg respectfully to solicit, at the request of many settlers, your consideration of the defects in the Gold and La Have Rivers, explained in my Diary, ended, 31st, with a hope that this season you will be graciously pleased to cause a remedy in each case to be applied.

I have the honor to be, Sir, your obedient servant,

FRED. H. D. VIETH, *Inspecting the Rivers of Nova Scotia.*

Hon. Minister Marine and Fisheries.

Fish Traps on Yarmouth Coast, &c.

DIGBY, 26th April, 1831.

SIR,—I have the honor to report that since the 17th of March last, I have inspected the fishing rivers in the Counties of Lunenburg, Queen's, Shelburne, Yarmouth and Digby, and that I have duly stated their condition in my Diary, which, on its completion for the present month, I will forward, through the Officer in charge of the Marine and Fisheries Department at Halifax, for your information, in compliance with your order of the 7th ult.

I beg to bring to your notice that while at Tusket, inspecting the rivers at that place, I had the following statements made to me by Mr. Moody, a prominent merchant of Yarmouth, and by John and Charles Hatfield, of Tusket, and by others.

That owners of the fish traps set between John's Island, off Barrington and Green Cove to the north of it, are all engaged in the illicit capture of large quantities of salmon, and that an extensive trade between Yarmouth and Boston is carried on in these fish.

I am informed that many thousands of salmon are illegally taken every season in these traps on their way to the various rivers on this coast, and that a still greater evil (if possible) exists in the ensnaring of multitudes of young salmon, commonly known as salmon fry, that have come down from some of the rivers into the sea.

These, together with young gaspereaux, instead of being released, are cast in with refuse fish that the trap owners make no other use of, than to sell at so much per load as manure for land.

The falling off each season in the number of salmon legally captured in the rivers on this coast for the last five or six years, viz, since these traps have been set, would appear to give a coloring of truth to the above statements, and I have deemed it my duty to lay the matter before you, more especially, as my informants tell me, they are all perfectly willing to come forward themselves, and to produce other parties in additional proof of their story being an authentic and reliable one.

I have the honor to be, Sir, your obedient servant,

FRED. H. D. VIETH, *Insp. ctng the Rivers of Nova Scotia*

DIARY.

FROM 1ST TO 30TH APRIL, INCLUSIVE.

1st April.

Still storming in the morning. In the afternoon visited No. 2 dam, belonging to Mr. Davidson, a fish ladder is erected here, again placed side by side with the log sluice. I am more hopeful of this "pass," as it does not project so much from the dam down stream. The grade appears to be 1 foot in 9; I was put out on the fish ladder in a scow, and I saw nothing to find fault with in its internal structure, though were the entrance to it made close to the base of the dam and further away from the sluice it might be found to be more successful. I omitted to mention that both this and No. 1 fish-gate, are boxed in on top, thus rendering them almost dark, a plan I believe to be very bad and one I never heard of before. I understand it is done to prevent, during freshets, logs, &c., from getting into the trough. I would suggest that this covering be removed, leaving only two pieces of stout timber remaining lengthwise, to throw off any logs, &c., coming over. This would give ample light and answer every purpose otherwise, though it would be a still better improvement if the water-tight frame work at the top of the fish ladder were securely raised about 5 feet above its present height.

I next visited No. 3 dam above Davidson's some distance, at the Cook & Co.'s mill. I would strongly recommend that a natural fish pass round the side of the dam be made here. The eastern bank affords ample opportunity for doing so and it would be far better than a fish ladder for all kinds of fish. The proprietors are willing to do it at their own expense.

I then proceeded up stream for 7 miles and found the river clear of everything but sawdust. In every mill I have yet seen all sawdust is pitched into the water. I omitted to mention Davidson has a small furnace at mill No. 1, but it is quite inadequate to burn one-tenth of the sawdust made. It exists, however, but in name as it is rarely used, if at all, and he keeps one man beneath the mill whose sole duty is from morning to night to wheel sawdust in a large barrow and throw it into the river. How many tons a month this man deposits in the water I cannot exactly say, but it must be very many.

I next reached Hartlen & Co.'s mill, 7 miles from the tide-way, here a dam stretches completely across from side to side and no fish pass whatever, and although

it is but 4 or 5 feet high and during heavy freshets salmon might leap it, still they could not do so when the water is low or even half down. At no time could shad or gaspereaux get beyond it upwards.

Neither salmon, gaspereaux nor any fish from the salt water have been seen here for years. A proper fish-gate or ladder is badly wanted, and precautions taken to prevent such quantities of sawdust falling into the stream.

3rd April

Sunday.

4th April.

Drove to Wentzell's mill, 9 miles from Bridgewater, and found the river dammed completely across. There is no fish pass whatever, and no care is taken of the sawdust, the stream, however, is quite clear of slabs, edgings, &c., up to this.

I next proceeded up stream to Morgan's Falls, 7 miles distant, here there is a perfect waterfall fully 25 feet in height; but many years ago, part of this rock on the eastern side was blasted out and forms, when the water is high, a natural cascade. Neither gaspereaux, shad nor trout, I believe, ever at any time got beyond this barrier; but it could, by the use of dynamite at a very trifling cost, be made an easy pass. Above Morgan's Falls I found two dams stopping the river between that place and Lake Germany (2 miles), over which no means whatever are provided for fish to ascend. Lake Germany is about 2 miles in length by 1 broad, and has flowing into it two important streams, West Brook and Woodworths; these are perfectly clear of obstructions for 15 miles up. Above, are Lakes Spry and Cloud, to which there is free access (these are in Annapolis county.)

At Lake Germany I was 18 miles from the sea, and finished my inspection of La Have.

I would here observe that were Davidson, Cook & Co.'s, Hartlen & Co.'s, Wentzell & Co.'s and the two dams above Morgan's Falls, properly fitted with fish ladders or water courses, and the rock at these falls blown away in two or three places, salmon, shad, trout and gaspereaux could freely ascend from the tideway to Lakes Spry and Cloud, a distance of more than 40 miles. On my way back to Bridgewater, I visited a large tributary of the La Have, called Kiddy's or North East River, it joins the La Have 15 miles from the tideway, and I think that years ago to avoid Morgan's Falls must have been much sought by salmon, &c., to deposit their spawn, they had then an uninterrupted course up a fine river for 11 miles to the Great Lake at Dalhousie. This sheet of water is 9 miles in length and very broad, with bottom of sand and gravel.

I did not proceed up Kiddy's River to the Great Lake for a very great distance—it is choked with slabs and all sorts of debris in places, and full of sawdust—but the Magistrate at this part of New Germany informed me, that he had seen the whole of it recently, and that there are five mill dams obstructing the river, one immediately at the foot of the lake, 11 miles up and 4 between that place and its junction with the La Have. No provision being made for the fish and all sawdust freely thrown into the stream. I may mention that the mill owners up in this part are reluctant to open their dams when they know fish cannot ascend beyond Davidson's Mills.

No salmon or gaspereaux have been seen at Morgan's Falls for many years. I observed several small tributaries of the La Have on my return towards Bridgewater which would be frequented by gaspereaux, but a mill dam stops each. I visited one stream 3 miles below the bridge, flowing out of Rhodenheiser's Lake, which was last year filled with millions of gaspereaux, but they could not ascend further, two dams completely blocking the stream. Salmon do not frequent this, but at a trifling cost a way for the alewives could easily be made.

It would be a great benefit to all the settlers about here, if this could be ordered to be done this season. The fish arrive during next month. I enclose photographs of Davidson's dams and the fish ladders.

5th April.

In company with Mr. C. E. Goddard, the Fishery Overseer, I drove to Lake Conquerall and began my inspection of the Petite Rivière downwards from Hebb's mill, 16 miles from the sea. At this dam, at the head of Lake Conquerall, no fish-pass is visible, and sawdust and refuse are permitted to fall into the water. It is in a most discreditable state, and I learn that one of the firm, or a relative, one Eli Hebb, is a warden. At the foot of Conquerall Lake there are four mills, side by side. I saw no provision made for the fish, and the river choked with slabs and sawdust.

Further down are Crouse's mill, 3 miles from the sea; Jodry's mill, Sperry's mill, and Daniels & Hewy's grist mill.

I saw no fish ladders or open water courses at any of them, and no means are taken anywhere on this river to save the sawdust.

6th April.

Wrote up my diary and started for Mills Village, on the Medway River, in the afternoon.

7th April.

I proceeded up the Medway with the Overseer, Mr. John Fitzgerald, to the big dam, $\frac{3}{4}$ of a mile from the tide-way. It is owned by a Mr. Mack. There is an excellent natural water-course around the east side of the dam, easy of access for all kinds of fish. I next visited Tumbling dam, $1\frac{1}{2}$ miles up, at Norris, Mailman & Co.'s mill, and found on the east side an open fish pass, very well placed and in good order; and at Salter's Falls, 3 miles from the bridge, there is another open space at the west end of the dam, affording a free passage to the waters above. From this place upwards there is no obstruction whatever, and reaching Greenfield there is only a wing dam partially across. The stream to Brookfield, 12 miles above, is perfectly clear; but at this place the river forks, and on one branch there is a dam, unprovided with either ladder or water-course, but the other is perfectly clear, and a free access exists to the lakes, 40 miles above. The Medway, therefore, is in good condition, but I regret to state that I was informed by a gentleman, who happened to be on the river, that the settlers at the head waters mercilessly slaughter the salmon in October and November, while in the act of spawning.

8th April.

I visited Liverpool River with the Overseer, Mr. Sellon; Freeman & Son's mill, $1\frac{1}{2}$ miles from the tide-way. A fish-ladder is admirably placed in the dam here, and I am informed numbers of fish last year ascended it.

I next proceeded to inspect L. Barnaby's dam, $2\frac{1}{2}$ miles up from the bridge, and saw on the east side the fish-ladder. Salmon and gaspereaux have here been seen in the act of ascending. It is built, as is the one below, flush with the dam, and its entrance easily found by fish passing upwards. Salmon have been caught at the Indian Gardens, 18 miles beyond, and even found near the South Mountain, 40 miles away. Young gaspereaux came down this river to the sea last season in thousands. Mr. Wilmot was this day re-stocking the Mersey, and I would earnestly recommend that netting in this river and in the Medway, including the salt water to the headlands, be only permitted from sunrise on Monday morning until Thursday at sunset; and further, that all nets be taken up everywhere for the season after the 30th June, and thus prevent the destruction of grise seeking the river, from July onwards. The people appear to wish that this local arrangement be allowed them.

9th April.

At a tide way at Jordan River, I found a mill dam stretching completely across (the mill is owned by Stewart, Freeman & Co.) A fish-ladder is placed in it about, 70 feet in length, projecting down the river. From the position in which it is placed, I believe fish pass the opening, as salmon gaspereaux, &c., have never been

seen in it, since it was built. Were it placed similarly to those I saw on the Liverpool River, flush with the dam, I have no doubt it would answer well, but in its present position, one can easily see it is useless. A natural water course could easily be made, by allowing the water to flow through a sluice already in the dam, though at present closed, but which, by opening and the passage cleared below, would save all the expense of moving the fish-ladder, and be more desirable in every way. Natural water courses are always preferable, when practicable, to wooden structures. Salmon are almost unknown here, but were at one time, before the dam was built, very numerous. Last year a large number of gaspereaux came to the foot of the fish-ladder (part of which is now carried away by a freshet), but went back again—none ascended.

I then visited Mullin's mill, 1 mile up, where I found a fish-ladder much better placed in the dam. The channel below it requires deepening and widening, and a small wall of stones (they are here in abundance) built on either side, to lead the fish to the mouth of the fish-ladder.

I proceeded further up for 7 miles, to the Big Falls. The dam here is totally across, and a permanent fish pass at the side is wanted, and the dam at the Big Lake requires a similar opening. I saw great quantities of sawdust in the river, and in places is choking it up.

10th April.

Sunday.

11th April.

I proceeded to inspect the Roseway or Shelburne River, and found large mills at the tide-way, owned by the Shelburne Mill Co. No fish-ladder is here in the dam. I saw a small sluice on the east side, it is on private property, other than the mill owners', and is at the mercy of the proprietor of the land, to keep it open or not. It is, however, of little practical use, as but a very few gaspereaux, perhaps, but no salmon can force their way up during a heavy freshet only. This dam requires either a proper wooden fish-ladder fixed in it, with its entrance at the base of the obstruction and running up stream into the mill pond about 50 feet, or a permanent open and natural fish-pass at the east side. Grievous complaints were made to me by very many of the settlers at the fish being stopped. They were a source of considerable profit to those living on the river. Now, that shipbuilding is no longer carried on to any extent, and no fish to be caught, the men are leaving this district in numbers to find a livelihood elsewhere. I would suggest that the natural water course be made permanently on the east side, to remain clear at all seasons, as the formation of the river bank is admirably adapted for it. The cost would be about \$50 or \$60, a small sum compared with the erection of a wooden fish-ladder, and would be much more preferable, and I would respectfully advise that this river be ordered to be put in proper condition at once, as the gaspereaux and salmon will soon now arrive, and the settlers are suffering much by the fish being prevented from reaching them.

I visited No. 2 dam, Bowers & Co. A natural fish-course is here on the west side. I am of opinion that river fish of all kinds can readily ascend it. No. 2 dam is 3 miles from the tide way. No. 3, Robert Bower's dam, is 5 miles from the sea, and has a natural fish-pass also on the west side. It is in good order and accessible to fish ascending the river. No. 4 dam, Thomas Bowers', 7 miles from the salt water, is completely stopped; a fish-ladder is here needed. I found the river much choked with rubbish and sawdust.

At No. 5. dam, 10 miles up, there is no ladder, but a small quantity of water is allowed to trickle down beside the west side of it. No salmon or gaspereaux could ascend beyond this structure.

12th April.

At Clyde River, at Sutherland's dam, just about the tide-way, I saw a fish-ladder well constructed and situated. It has suffered considerably from the spring freshet,

and is in bad repair; but the Overseer, Warden and mill owners all guaranteed me that its restoration will very shortly be accomplished, and be made thoroughly effective before the arrival of the fish next month. The mill owners are endeavoring to prevent, as much as possible, the sawdust from falling into the river. I saw no edgings or rubbish deposited in the stream. Eighteen miles above this is George McCoy's mill, where there is a natural fish-way. Seven miles upwards is Davis & Co.'s mill-dam, which is accessible to fish, and beyond the river is free from any obstruction whatever. Numerous tributaries flow into this stream, on which no barriers exist.

13th April.

I visited Barrington River. It is quite unobstructed. This spring's freshet carried away its only dam, but I am informed it is to be rebuilt.

14th April.

At Tusket, 10 miles from Yarmouth. The first dam on the river is 12 miles from the tide-way, and the weather too unfavorable to admit of reaching it, but I have ascertained that the fish-ladder placed there is useless, and that no fish pass through it. Salmon are very scarce. I am informed, in this river that once teemed with them, and I have it from reliable authority, that the traps from John's Island, off Barrington, to the mouth of Tusket River, ostensibly set to catch mackerel, herring, &c., are fitted with immense long leaders, which turn salmon and all other fish into them, and that instead of permitting the salmon to escape, as the law enjoins, they are secured, packed in boxes with salt, and shipped from Yarmouth to the States. These engines of destruction extend from John's Island, off Barrington and Pubnico, as far as Green Cove. I am unable to state their exact number, but I learned, from a Mr. Chas. Hatfield, who has bought salmon from owners of traps, that fifty of these fish, averaging 15 lbs. each, would be a small percentage taken in each trap per week, and that these remain set during May, June and July—some a longer time. An estimate roughly calculated of the trade in salmon illicitly caught may be figured thus, say in ten traps for three months: In one week 500 fish, in twelve weeks 6,000, which, at an average of 15 lbs. each, would amount to 45 tons in weight, and this does not include the whole of the traps set. I was told, also, that among fish caught, which are not considered of value by trap owners, have been seen tens of thousands of young salmon and gaspereaux, and that all these refuse fish, as they are called, are used to spread over the fields for manure. And, further, I was assured that if an investigation were made, proof in substantiation of the above would readily be forthcoming. A Mr. John Hatfield, the Warden on Tusket River, one of my informants, mentioned to me that one of the shore Wardens, a Mr. Abraham Thurston, is a shareholder in a trap and engaged in the illicit traffic.

Whether these statements be true or not, one fact most prominently stands out, viz., that since traps have been set in any number, that is, during the past four or five years, salmon each season have been more scarce and now are rarely ever caught in Tusket River.

15th April.

Good Friday.

16th April.

I proceeded up the main river, at Tusket, to the Forks, 4 miles up, and found it clear of all obstructions. I then visited Raynard's mill, on the Carlton branch, and found the dam placed from side to side, across. There was no fish-ladder, but the overseer, Mr. E. Gardiner, informed me that when gaspereaux reached the barrier at the beginning of May, the dam is opened and a wide, free passage, under his supervision, is then made.

17th April.

Sunday.

18th April.

On again ascending the Tusket, I followed the tributary called Salmon River, and came upon Wood's mill, 4 miles from the sea. A natural open pass is here and an-

swers every purpose. I then proceeded up stream for 4 miles, to Porter's mill, where I found that they used no ladder, but gaspereaux were admitted to the lake above, in a similar manner to that I have described as made use of at Raynard's mill, on the Carlton. Salmon are never seen now in this river that bears their name, and have not frequented it for four or five years. Further up, about 2 miles, I reached Durgee's saw mill. This dam is also opened in the fishing season, the warden personally seeing that it is effectually done. Two miles from this place I crossed the Salmon River and struck out towards the Carlton branch of the Tusket, to inspect the only other dam, besides Raynard's (already visited on the 16th inst.) The mills here, 13 miles from the tideway, are owned by the Messrs. Miller & Co. I discovered the fish ladder in a most delapidated condition, the lower end completely broken away, and some of the compartments in its interior gone. It is quite useless in its present condition, and I am told does not, at any time, answer the purpose for which it was built. It stretches too far down stream from the dam, and, like others I have already described, is missed by the fish, which pass under and beside it. I am strongly of opinion it never was found adequate to its requirements, and as the owners are willing to bear the expense, it would be most advisable that they be ordered this summer to replace it with a ladder reaching upwards from the base of the dam.

19th April.

Crossed over in the morning from Carlton to the main river, coming out at Kentville. I then visited N. Travers & Co.'s mill, 2 miles beyond and 18 miles in all from the tide-way. There is no obstruction of any kind below this dam to the sea and above it; the one there is so constructed that the fish have a free passage. I saw, at Travers' mill, a ladder very well situated, having a good grade and appearing to be carefully looked after. I was told by the overseer, and others, that the fish experience no difficulty in ascending it. I believe it to be a very satisfactory structure. The river is in good order as respects sawdust, edgings, &c. Many hundred barrels of gaspereaux were taken on this river last year, and vast numbers of young fish were seen on their downward course to the sea. Salmon once abounded in this stream, but are now very scarce—a few only in the season are caught.

I cannot account for this falling off in any other way than the destruction by the trap fishing on the coast.

20th April.

I visited the forks of the main and east rivers, and proceeded some distance up. It is quite clear and accessible to fish.

21st April.

Left Tusket and took the stage to Yarmouth, then by mail coach to Upper Salmon River, in Digby County, 18 miles away. At the tide-way I found Raymond & Co.'s mill. It has a high stone dam, with a fish-ladder placed on the north side; it was not in good repair, but I should say from its situation and construction, it might be found to answer. (I may mention here, there is no Overseer for Digby County, and no Wardens for either this river or Metaghan, 10 miles distant.) The mill was closed and I saw no person about who could give me reliable information as to the efficacy of the ladder. At the inn I was told, however, that scarcely anything comes into the river. Dipping has been carried on for years under the dam, and sweeping with nets has become a constant practice. Last season no fixed nets were set in the river; it was not considered worth while. The people attribute the failure of late years to the trap fishing outside. A few gaspereaux and one or two salmon only are now yearly caught in this stream, that half a dozen years ago was considered, both in the counties of Digby and Yarmouth, the most prolific on those coasts. I next visited Metaghan. There are seven dams on it within 15 miles, without any provision being made for the fish. It is choked in places with sawdust, edgings, &c., and I am told is utterly ruined. After leaving Metaghan I proceeded to Saulnierville, 5 miles distant, and slept there, and next morning reached Weymouth by train. In the afternoon,

with Mr. Journey, the Warden, I ascended the Sissiboo for $2\frac{1}{2}$ miles to the first mills. I found here a gigantic structure in the shape of a dam, upwards of 23 feet in height, which has hitherto been considered impassable and no attempt to assist the fish has ever been made. I believe, however, a fish ladder could be placed here on the north side by blasting some of the lower part of the rock and forming a natural broken cascade to the entrance of the ladder, and running that structure backwards up about 50 feet. In the dry season in summer this could be done, but its cost I am unable to compute. Seven miles from this I reached the Grand Falls. Here there exists a sudden drop of the river's bed of 60 feet. Nothing could have gone beyond this cataract at any time, and only by the aid of dynamite and at considerable cost could it be made into an available pass. Above this fall there are a vast number of lakes which would become most prolific fish-breeding grounds.

23rd April.

Took the train from Weymouth to Digby, where the Western Counties Railway ends. Arrived too late to continue inspecting to-day.

24th April.

Sunday.

25th April.

Drove over to Bear River from Digby, a distance of 10 miles, and $\frac{3}{4}$ of a mile from the bridge or tideway. I found the main and other rivers all stopped by dams. The mills on the former are owned by Mr. Vroom and E. Walsh & Co. Both places require ladders. The west branch (a tributary) is also dammed across by Rice & Co.'s mill. The stream never has been, nor could it, except at great cost, be made accessible to fish, owing to heavy falls over a steep cliff. Above Walsh's mill, 6 miles, is one owned by a Mr. James Thomas. The dam here is unprovided with a fish ladder and extends from bank to bank. Sawdust is freely thrown in everywhere, (except at Vroom's mill, where there is a furnace). There are neither Wardens nor an Overseer at Bear River; the millers do as they please, and the navigation is seriously impaired by the quantity of sawdust, &c., being deposited into it year after year.

26th April.

I walked from Digby to Joggin River, 4 miles distant, to inspect it. The principal mill-dam at its junction with the salt water, and owned by a Mr. Burnham. It completely bars the stream and all kinds of fish are here stopped. Three miles further up the Joggin I came upon another dam. I failed to discover the owner's name, as there was nobody about to tell me; this is also unprovided with a fish-ladder. The river above this is open. I may mention I witnessed a great destruction of large herring in a weir, owned principally by some colored men, near here. They had, the night before, stopped about 150 barrels, and having neither a place to smoke them in nor any salt, after some white men who had shares with them in one portion of the weir, had taken away eighty barrels to cure, the remainder, with the exception of a few for their own immediate use, they sold to the farmers round for their manure heaps. I met cartloads of fine fish on the road being wheeled away for that purpose. The shore Warden, who lives close by this weir, is named Gavel.

27th April.

Took the steamer from Digby to Annapolis and arrived there in the afternoon. In the evening I walked over to the Lequille, a tributary of the Annapolis River, and found it clear of obstructions. The Indians and others were catching large quantities of Gaspereaux, but legally. Salmon are sometimes captured here, but not in any great number. It appears to be in excellent order. Numerous complaints were made to me about the sawdust in the main river.

28th April.

I ascended the Annapolis River for 18 miles. It is clear of any obstacle, though I saw a great quantity of sawdust floating down. This is made by the mills on

many of the small tributaries, there being but one mill on the main stream at Laurencetown, and that is not working. At Roundhill there is a fish-ladder in the dam built there; it appears satisfactory.

29th April.

Visited the tributary at Paradise; a vast quantity of sawdust is permitted to fall into the water, and there is no ladder in the mill-dam here. I then went on to Laurencetown, where a large dam stretched across, without any means being taken to assist the fish over it since its construction, and all fish are debarred from further progress.

The mill is owned by a Mr. Morton, of Liverpool, but it has fallen into disuse and the dam obstructs the river for no purpose whatever. There are no barriers across the main stream, for 20 miles from this spot. Below it I saw great numbers of young salmon on their way down to the salt water. The weirs at the mouth of this river destroy vast numbers of these little fish.

30th April

Took the train at Paradise station for Kentville, to visit the Gaspereaux River, in King's County.

FRED. H. D. VEITH.

1st May.

Sunday.

2nd May.

As it was late when I visited the gaspereaux on the 30th April, I had no means of fully seeing the river, so I drove over this day to examine the means, if any, that were taken to save the sawdust, a quantity of which I had before seen high up on banks of the river. The owner of the mill has told me he used every means to keep the stream clear, but that sometimes sawdust, &c., accidentally fell in. I, however, saw for myself far below the mill, immense quantities of shavings, sweepings of the mill, &c., and I immediately wrote to the County Overseer and told him of this breach of the law. I should have called upon him personally, but he lived too far away from Kentville, and I wished to save the expense of hiring a conveyance. I, however, attach his answer.

3rd May.

Left Kentville for Halifax to have an interview with Mr. Rogers and to complete and hand over my papers to Mr. Johnstone, with bills of expense, &c, previous to visiting the rivers in the County of Halifax.

4th May.

Telegraphed my arrival in Halifax to Mr. Rogers, asking him if I should come to Amherst to see him, relative to my future inspection, or if he would appoint a place of meeting.

5th May.

Received a reply from Mr. Rogers, telling me a meeting was unnecessary, but to proceed as I had been doing. He was then about to leave Amherst. I afterwards received a letter from him which I attach, merely to show I have endeavored to consult Mr. Rogers, as directed by my instructions.

6th May.

Weather unfavorable for travelling; remained in Halifax.

7th May.

Weather unfavorable for travelling in the morning, in the afternoon visited Bedford River, where I met Mr. Wilmot who told me the river was altogether in his charge, so I returned.

Sunday.

8th May.

9th May.

Took the mail coach for Chester to visit the rivers from Gold River eastwardly from that place, which had not yet been inspected by me. I stopped first at the East River, 38 miles from Halifax, and proceeded to ascend it. This stream has but one mill-dam upon it, viz., at its junction with the salt water, but its machinery is worked by the aid of a portion of the river only, through a long sluice which has been cut in the bank, and so in no way impedes the fish seeking to get up; gaspereaux, salmon and trout have an easy opportunity of ascending until they are met, about a mile from the tide-way, by a very heavy, precipitous fall. At one time this was not the real channel of the river, but was made in order that the logs might more easily be driven down to the mill below. The old channel was a very circuitous and rocky one, and fish could only ascend it in heavy freshets.

Now, by the water being turned into the new passage where the heavy fall exists, the old channel is useless altogether, and the new almost inaccessible for fish. The cost of a proper channel would be but a trifling one, and would open up the main river, which is quite clear above this to the forks, 4 miles above, and to the sources of both branches.

10th May.

In the morning, early, I visited Little East River. Its mouth is much choked where it joins the sea with round loose stones. Salmon would scarcely enter so small a stream, but the expenditure of the labor of two men on it for three or four days would convert it into an admirably adapted river for gaspereaux and trout. I saw a number of nets for the former set in the small bay below, which are fairly successful, showing that the fish endeavor to ascend, and would do so to spawn were a channel made. There are no dams or any obstructions in the streams and ponds above.

I then took passage in the mail coach for Gold River, having been asked to go over to witness the excessive dipping on the lower part and to report to the Department the illicit catching of salmon in dip-nets and arrived on the river too late to go up that afternoon. I ascended it some 4 miles, however, the following morning.

11th May.

There were numbers of men ostensibly dipping gaspereaux, but on my way up and down saw no salmon landed. They took good care not to do so while the Warden and I were present, but I heard that after our backs were turned a great number that day and after dark were captured. The Wardens are quite powerless to stop the immense catching of these fish, for it would require almost a regiment of them on the watch night and day to check it. I was informed that last year hundreds of breeding salmon were thus illegally caught. The "dippers" use hoop nets, 3 and 4 feet in diameter (perhaps more), and it is well known on the river that gaspereaux are not what they are seeking.

A vast number of salmon, by these unlawful means, are prevented from increasing their kind in the upper portion of the stream, and so ruining the legitimate net fishing in the harbor and reducing yearly the stock of fish. It would seem most advisable, not only that the dip-nets should be reduced to a much smaller size for gaspereaux, but also if a law could be passed either to prevent all dipping for any description of fish everywhere on the main river, and its first tributary, for a period, say of three years, or to permit only on what is termed the "Branch," the use of modified dip-nets—the main river still to be closed to that purpose for the time specified above. This would very materially re-stock the river with salmon, while more than sufficient gaspereaux for everybody's use could be taken in this tributary, which enters just below the inaccessible fall already alluded to in a former report. In conversation with several of the settlers, I was told that a great number of people about this district earnestly wished for some restrictive regulation for two or three years to allow the salmon to increase and re-stock the river.

12th May.

I visited Middle River, which is situated a little over 2 miles easterly from Gold River, and found the river clear of all obstructions up to Whalen's mill, 6 miles from the tide-way. Here there is a pass, and fish experience no difficulty, I am told, in getting by it. Further up, $1\frac{1}{2}$ miles, is Hennyar's mill-dam, in a similar good condition. I then visited Millet's Brook (a tributary), where I came upon Millet's dam, which has neither ladder nor way for the fish. A proper fish-ladder, or pass, is much needed here. I saw large quantities of gaspereaux below the dam endeavoring to get up, and with the Warden, Mr. Bezanson, saw Mr. Millet, when the former ordered the miller at once to open the dam to allow the fish through. With Mr. Bezanson, I then went up the eastern branch to Corkum's mill-dam. There is an excellent pass made for gaspereaux here, a channel having been cut from a small sluice in the dam to the stream under the mill. Mr. Corkum and I believe the County Overseer, Mr. Redden, excavated this, and it is very carefully and efficiently done, and gaspereaux can easily ascend to their spawning grounds. Mr. Corkum, the mill-owner, is very careful that the sawdust is not dropped into the water, and seems to take a great interest in keeping his mill and dam from being an injury to the river.

13th May.

Took passage in the coach back to St. Margaret's Bay and on the way I visited Sankey & Co.'s mill, at Hubbert's Cove. There is here an excellent ladder and it appears to be kept in good order. I came quite unexpectedly into the mill and found it, as I have stated, well cared for.

14th May.

At St. Margaret's Bay, Nathaniel Mason, the Warden, whom I wished as guide, being away on duty visiting Hosier's River, I remained at his house writing up my diary from my notes taken on the rivers, banks, &c.

15th May.

Sunday.

16th May.

Early this morning, with Nathaniel Mason, I walked up the Indian River and saw, as I ascended it, that it was quite clear of any obstructions until I reached Sandy Lake dam. Here I found a long fish-ladder running down stream, of what Mr. Mason told me was the Government pattern. The water was very high and pouring into it and over the dam. The lumbermen then being engaged in driving logs, were obliged to keep this part of the stream very full and it was pouring over the ladder so that it could not be reached to see its interior, but I could see, from the bank, that it was very much broken and out of repair. I was told by the warden and many others that this ladder has never been a serviceable one, and that fish do not enter it, and I may state here that this has been said of every similarly placed ladder that I have seen throughout the country, since I commenced my duties, on the 17th March last; I do not remember a single exception. Walking further up round Sandy Lake for $3\frac{1}{2}$ miles I reached Rafter's dam, close by the old Annapolis road. There is here situated a sluice through which fish can readily pass into the lake above; it is kept always open, there being no mill here, nor indeed is there one anywhere on this river, unless it be far up on one of the tributaries near its source beyond Mount Uniacke station, on the Windsor Railway, (in Hants County). Proceeding still further up for $3\frac{1}{2}$ miles, I reached Meloin's dam. The mill that once stood here has long since crumbled away, but the dam has been kept in repair by Messrs. Todd & Co., of St. Margaret's Bay, for the purpose of driving down the logs for their mill. At this place I have found the remains of an old ladder, but there is no regular pass made to take its place. The Warden Mason told me he does what he can in his repeated visits here, during the season, to make a temporary opening, but it would be most desirable if a permanent ladder could be placed here.

From this dam, upwards, there extends a large lake, 9 miles, I am told, in length, which is dammed at its upper end where the North River enters. The Warden and myself searched about for the boat, but there was none there just then, and as he stated it would take days for us to walk around the lake and back again, I was obliged to give up my visit to the dam at the head. I was anxious to see this obstruction, as I was told it was quite across the river and that it has neither ladder nor fish-pass, but I was thus prevented from doing so. Leaving the Indian River at this point, 10 miles from the sea, I then struck in a north-west direction towards Davidson's dam on the Ingraham River, 6 or 7 miles distant, and crossed, on a logging dam, Reece's Brook, a tributary of the Indian River. I found no fish-ladder here, but the Warden told me the gates of the sluice were always raised as soon as the logs passed through. I at length arrived at Davidson's dam, on the Ingraham River, about $5\frac{1}{2}$ miles from Reece's Brook and 10 miles from the tide-way at St. Margaret's Bay. The fish can only pass here at times (as at other places) by lifting the gates. The water was extremely high in the river, as the lumbermen were running their logs through, but at low water I do not think the fish could easily make their ascent, if at all. There are three dams above this which I could not reach, one called Hand Lake dam, another at Long Lake, and a third at Fall Lake, some 3 miles below the great Margaret's Bay Lake. All these are unprovided with fish-ladders. Descending the stream from Davidson's dam, for 1 mile, I came upon Big Rolling dam; here there is no ladder, and 1 mile further down Little Rolling dam stretches across, also unprovided with a fish-way; thence downwards 1 mile is Pokwok Lake dam, also without any means for the fish's ascent, except through the sluice. At the foot of Snake Lake, around which I had to walk for 3 miles, I reached the dam and saw an old broken and useless ladder on the south side; I think it is past repairing. Crossing over this dam I came to Webber's dam, 4 miles below and situated about 500 yards from the tide-way; here there exists a broad natural pass, as the dam does not stretch completely across, but is what is termed a "winged" one. During high water no inconvenience is experienced here by the fish in making their ascents, but in July, when the river is lower, the mill owners, in order to secure enough water to drive their machinery, are obliged to dam the pass, and this precludes the possibility of salmon, &c., getting up. There have been many reports for years regarding this place, but there appears no way out of the difficulty for to make a way, for the fish would prevent the miller from carrying on his occupation, as the mill would have insufficient water to drive it. I would remark here that it seems necessary that the proprietors of the dams on Ingraham and Indian Rivers, principally Messrs. Todd & Co., should make a better provision for fish than raising the sluice gates, as most of them are fitted with "aprons" and when the water is low it is impossible, in many cases, for salmon, &c., to get up at all. Mr. Mason, who is a most hard working, energetic officer, does all he can to enable the fish to ascend, but without ladders his efforts are unavailing. Five miles from Webber's mill I reached my starting point, having walked over 30 miles.

17th May.

Weather unfavorable for inspecting, and feeling very unwell with sore throat and heavy cold, from being caught in a severe rain storm the previous day, I returned to Halifax.

18th May.

In Halifax weather very stormy.

19th May.

In Halifax weather unfavorable until afternoon.

20th May.

Still wet, but not wishing to delay longer, I took passage for Hosier's River, to inspect and report on the fish-ladders placed in the dams there, and on my way visited the one at Boutilier's mill, on the Nine Mile River, and found it slightly out

of repair, and the channel leading from it to the main stream requiring cleaning and deepening, which the mill owner told me he was then about to put in order. Again storming this afternoon, preventing inspection.

21st May.

Weather most unfavorable, heavy showers continuing. At mid-day visited Hosier's River (Lower Ward, St. Margaret's Bay,) and at about $1\frac{1}{2}$ miles from the tide-way saw the ladder at Hubley's mill. It appeared to be in good order, with a sufficient supply of water flowing through it. The owner of the mill is very careful regarding the sawdust, and has it removed away from the water. I next visited Boutilier's mill, which is $2\frac{1}{2}$ miles from Hubley's, up the stream, and saw the ladder, which is placed in the dam here. From its situation in the river both trout and gaspereaux could readily, at this place, and at the one above mentioned, ascend over the dam. Sawdust is here carted away also.

I then proceeded up stream for a considerable distance, and found the river clear of all obstructions; there are no mills upon it other than those mentioned. Hosier's River flows out of Trout or Hubley's Lake, into which run Five Island and several large lakes. These are all famous for their trout, and are a favorite resort of a large number, not only of Halifax sportsmen, but of those visiting the city. This stream, in affording a free passage for the fish to and from the sea, is of the utmost importance in furnishing and keeping up a regular supply for the lakes referred to.

22nd May.

Sunday.

23rd May.

In company with the Warden, Mr. William Walker, I inspected the Little Salmon River, 7 miles from Halifax Harbor, which flows out of a large sheet of water, called Lake Major, into Cole Harbor. It is about 2 miles in length, and much sought by salmon, trout and gaspereaux. It flows through winding channels, through Cole Harbor sand flats, for 3 miles to the ocean, where, at its outlet, it is dyked across. In this dyke are large gates opening outwards, which rise and allow the current at falling water to pass through, but close by the pressure of the water at rising tide. These gates were placed in this structure to prevent the sea spreading over the immense extent of sand flats alluded to, and which are being rapidly cultivated. They were only completed the autumn before last, viz., that of 1879, and last summer, being the first season when they were in operation, large quantities of fish, such as skate, smelt, sculpins, clams and other, perished, the usual overflowing of the flats being denied them. These and vegetable matter, all decomposed, creating an unbearable effluvium, and blackening the water with their poisonous matter, so that both salmon and trout were turned back, and but very few fish, if any, reached the fresh water above. The gaspereaux, luckily, had gone up in early spring, and escaped before the intense summer's heat had created the defiling of the water referred to.

This season, however, by heavy freshets, &c., all this objectionable *debris* has been washed into the sea and the water is again pure. A large number of trout have already been caught inside the dyke, and salmon and striped bass have been seen, while a quantity of gaspereaux have been taken in the river itself, thus proving the present condition of the river through these flats to be quite good. About 500 yards from the tide-way I found an obstruction in the river, consisting of rocks, &c., which had been used in previous years as part of a wing-dam to a mill owned by a Mr. Black. The mill has long since been destroyed and the river left in its present state. A trifling outlay would restore it to its original formation. Proceeding further up for three-quarters of a mile, I saw what is termed Grassy Island, an accumulation for years of river *debris*, and which now, to a great degree, obstructs the river. A small sum expended here would render it passable for fish. Still, yet ascending, I reached Gravelly Hole, 1 mile up; this, as in the former case alluded to, is so banked up by the annual freshets deposit, as to almost completely debar fish from passing. On going 1 mile further up from this place, I reached Ernst's mill. Here a total obstruc-

tion presents itself, but about 200 yards before reaching it there runs a small artificial stream, from the lake above into the river, which obviates the necessity of a fish-ladder, and I am informed that gaspereaux, trout and salmon readily ascend it. A free intercourse, therefore, exists between Lake Major, which is about 7 miles long and $1\frac{1}{2}$ broad (into which also many lakes empty), and the sea. I found this pass obstructed in places by old logs, &c., evidently placed there to force the fish into narrow channels for the purpose of "dipping," and which the mill owner promised the Warden and myself would be removed. The dipping for fish by the residents at this place he also promised he would endeavor to prevent, and the Warden, who is energetically striving to carry out the laws, assured me he will see this carried into effect.

24th May.

In Halifax, at home, writing up my diary from notes.

25th May.

Drove to Shad Bay, the mouth of the Nine Mile River, 17 miles from Halifax, and hiring a boat and guide, visited the river entrance to the sea. Here I saw many nets set for gaspereaux, but all were placed according to law. There were no nets for salmon to be seen. I have been told this is a most noted place for poaching at night, but none went on while I was there. Their method, I learn, is to put a net above the piers of a bridge which crosses the water about half a mile from the river's mouth, and stop all salmon striving to enter. It would be most advisable if the Warden (who lives many miles away) was instructed to go and watch this place frequently during the season, as the arrest and punishment of one of the offenders would have a beneficial effect in deterring others from carrying on this nefarious practice. The people on the upper part of the river are making grave complaints at no salmon reaching them. No doubt exists but that much poaching must go on or the settlers here would be unable to bring such a vast number of salmon to market yearly as they have done and now do. I went many miles up the river, but found no obstructions whatever and no nets.

There are no mill-dams at all upon it, except the one near the Margaret's Bay Road, 12 miles above, alluded to in this report, which I visited on the 20th inst. Could the poaching be put a stop to, the Nine Mile River would be as prolific a one for salmon as it was in days gone by.

26th May.

I visited Prospect River which runs out of Fiddle and other lakes and stillwaters. It is very short from the first lake above to the sea, but it is yearly visited by large quantities of trout and gaspereaux, especially the latter, great shoals of which fish I saw from the road in the evening, entering the river. Salmon also frequent it, but not in very great numbers. The stream requires clearing out in places to make better passages. There are no mill-dams upon it. Prospect river so called is more properly a succession of very many lakes, with runs between, and all these (I visited for 4 or 5 miles up) require, I noticed, a little labor expended to clear them.

27th May.

I drove over to Cow Bay River, which flows into the Atlantic, about 10 miles from Halifax Harbor. It is now unobstructed by any mill for many miles up, and between this and the only one on it there are several good spawning lakes for gaspereaux. It is doubtful if the fish require to go up so far as the mill, for few have ever done so. I went up the river and found it stopped in places with pieces of net, and about a dozen men dipping. I followed it upwards to the still-waters above, and everywhere found it dammed by the dippers to facilitate their work. I immediately drove to the Warden's house and told him of it, when he informed me that the men were perfectly lawless, and do almost as they please. They have even threatened him with personal violence, and dip and set nets illegally just as they choose. He

further added that he had reported the matter to the Overseer of the county, Mr. Anderson, and that he had no definite instructions whatever, nor copy of the law, nor printed proclamation, naming the days only when it was lawful to fish, as had been customary heretofore. I advised him to take the names of the law-breakers and to report the matter at once to the Overseer, and ask him to visit the place and fine these men, and define the fishing days and the proper legal berths for the nets, which he promised to do. I then drove to the Cole Harbor dyke, already mentioned in my report of Little Salmon River. I found the gates sufficiently open at half tide to admit of any kind of fish, and it is at this time of tide they seek to enter. It was thought that the absence of fish in the river last year was owing to this structure, but I am convinced it was not, but caused by the putrified matter in the channel above of which I have already spoken. I learned since I returned from the dyke, from a reliable source, that eighteen salmon were counted passing through it last season in one day, an additional proof it is no hindrance as at first believed.

I then went on to Big Salmon or Crook's River, situated 12 miles to the eastward of Halifax Harbor, and 10 miles from the dyke, reaching Crook's house at sundown.

28th May.

At Salmon river I came upon a mill just above the tide-way on the west branch (the river is here divided by an island) but the eastern or main river is all clear. About half a mile above, on the main stream, is the Westminster Company's dam, now owned by Dr. Weeks & Co. There is here a natural pass by the eastern side, which is sufficiently large, and through which enough water passes to enable any river fish to ascend. From Westminster dam to Lake Echo is about a quarter of a mile. This lake is about 3 miles long, and at its head I came upon Thompson's dam, where a natural pass exists, also, which is quite serviceable. Above here, for 4 miles, there are no dams at all, until reaching Wisdom's mill, but between Thompson's dam and this there is a heavy fall over a steep bed of rock, fully 8 feet in height, beyond which no fish could at any time have ascended. Partridge River, a tributary of Crook's, has but one dam upon it (Joseph Townsend's). There is a passage made for the fish in it, and large numbers have been caught above; indeed, I may say, from enquiries I have made as I went up, all these natural passes have worked well this year, and many barrels of gaspereaux have already been taken.

A branch of the main river runs from Lake Echo ($\frac{3}{4}$ mile) easterly, and is a favorite resort for gaspereaux. I have examined it thoroughly and find it in good order; the only small dam on it has a fishway on it. It joins the salt water below the mouth of the main stream. From this point there is a long, narrow salt water channel, running for 3 miles through low marsh lands and at its termination near the ocean there is another dyke, similar somewhat to that at Cole Harbor. Its flood gates allow the current to pass through at the outgoing tide and close against that coming in. Fish have no difficulty in passing through this as there is a great depth of water when the gates are open. These flood gates have been built and kept in repair for more than forty years, to prevent the water from inundating the meadow lands and have never proved any barrier whatever.

29th May.

Sunday.

30th and 31st May.

Writing up my diary and preparing a fair copy for transmission to the Department, also furnishing duplicate expense accounts, in detail, for the past month and in making arrangements to visit the whole of the rivers to the eastward of Salmon River to Beaver Harbor, about 100 miles distant, which will occupy two or three weeks or more.

I purpose leaving by mail coach on Wednesday morning 1st June on this journey.

HALIFAX, N.S., 31st May 1881.

FRED. H. D. VEITH.

WOLFVILLE, N.S., 10th May, 1881.

SIR,—I am in receipt of yours of the 3rd inst., relative to the fisheries on the gasperaux, &c.,

I very much regret that I did not meet you and it would have given me much pleasure to visit the river with you and explain some things that I think you ought to know.

I have frequently notified mill owners in regard to sawdust, &c., and am quite prepared to carry out any instructions I may receive from the Department however stringent they may be.

I am, dear Sir, yours very truly,
F. H. D. VEITH, Esq. REUBEN F. REID, *Fishery Overseer.*

AMHERST, N.S., 8th May 1881.

SIR,—Yours received. I expected to leave this morning for Brier Island, Digby *via* St. John, but was unwell, and now have arranged to attend to matters there by letter and will go to Halifax Tuesday.

I have seen your report on La Have, &c., and have dissected it. I would much sooner that you would do your work without any reference to me in any way, nor have I written a line to any Overseer informing them of your movements so that you will see things as they are and tell your own story uninfluenced by me. I will be called upon to explain discrepancies between my reports and yours, and they will be able to judge at Ottawa as to facts in the case.

Any information you may desire, in my power to give, you will be readily imposed at any time.

Yours very respectfully,
FRED. H. D. VEITH, Halifax. W. H. ROGERS, *Inspector Fisheries.*

DIARY.—1st June.

I proceeded by mail coach this day to visit Musquadoit River, 28 miles from Halifax Harbor, and arrived at mid-day and immediately set to work to gain all the information possible. I questioned some six or eight of the most intelligent residents on the river side, prominently so, Mr. Chas. Anderson, who has lived there all his life, and my enquiries resulted as follows:—

Before the dam was placed, in the months of May, June and July, the river, each year, was visited by immense quantities of salmon, shad, sea trout and gaspereaux. Now, with the exception of a few gaspereaux, none of these fish are ever seen, in the months I have mentioned, above the dam. All are unanimous in this, and they state most positively that none of these fish can get up during the season I have specified.

Chas. Anderson asserts that not one salmon or shad is ever now seen, but in the heavy fall freshets, the salmon, big with spawn, force their way up the inadequate fish pass in September and October, principally the latter month; but at no other time do the fish get up.

He, and all the residents I conversed with, tell the same story, and I accidentally, at one house, met a man from far up the river, who said they had not seen a salmon or a shad for years; in fact, since the dam was set up, and that no one all along the river ever thinks of setting a net now. They have long ago abandoned that and every other species of fishing as useless. In October, he stated, they see a good number of salmon, heavy with spawn, under the bridges, &c., up the river, but never at any other time. Shad, he said, have left the river altogether. Charles Anderson also stated he had formerly netted hundreds of shad, and that the river once abounded with them, but they were now unknown. He further told me, he had, before the dam was erected, caught, with rod and line, five and six salmon of a morning, but since the obstruction barred the river, he had frequently tried the same pools, but without raising a fish. The Musquadoit River is, I should say, about 40

miles long from its mouth to its sources, that is, following its windings. I have, several times, of late years, travelled from the sea to the small rivers and streams at its head, and I know it to be free from any obstruction, the only one now being the high dam at the tide-way. It does seem very hard that such a monopoly should be accorded one firm to dam the river across, and deprive so many hundreds of settlers, all along the river, of the fish they had been, all their lives, accustomed to as food for themselves and their families, and that, also, was a great profit to them to sell, to enable them to purchase necessaries to carry them through the long winter months.

In company with Mr. Chas. Anderson, we tried some of the most celebrated of the pools above the dam, with rod and salmon flies, but I did not even see a trout. We then visited the fish-pass. I have marked it on the accompanying plan A. (*Not printed.*) It is situated on the west side of the dam and consists of a small passage cut in the rock by the side of the dam, with a small, narrow entrance into the mill pond. It is most inadequate in every way. The law distinctly lays down the fact, that every dam shall have a fish-pass. This is by no means suitable. I can characterize it in no other terms than a paltry apology for a fish-pass. Considering the immense body of water, I should say nearly, if not quite as much, as in Port Medway River, the provision made for the fish is in the highest degree meagre and insignificant. I am aware salmon late in the fall, when the river is very full and a freshet breaks over this passage, do force their way up (they are very heavy then with spawn and unfit for food). Mr. Wilmot has, I know, trapped them above the dam to extract the ova for breeding purposes, but at no other time of the year can salmon get up. They will not try such an insignificant dribble of water as that which escapes in this miniature fish-way. This, at least half a dozen people assured me, was the case. A proper fish-way, such as those around the side of Tumbling Dam and at Salter's Falls, on the Medway, is absolutely necessary. There, there is no difficulty and salmon have been very numerous this year in that river. A pass round the side of the dam on this stream, I would respectfully suggest, should be ordered to be made at once; it should be a permanent one, open at all sides, about 6 feet broad where it flows from the dam, and at least 18 inches of water flowing through it always. With such an immense body of water (the whole of this broad, deep river, with only one other small dam upon it), I cannot believe such a pass would effect the miller, especially if a small wing dam was run up from B to F, shown on the attached plan. If it can be done on the Medway, a river of very little greater size and volume of water, in three places, without affecting the milling interest, why cannot it be done in one on the Musquadoiboit?

I saw enough water breaking through the dam itself to make a large fish-pass. That the present fish-way is perfectly useless in the months when the early salmon seek the river, and when they are fit for food, every inhabitant along the river will attest to; every sportsman who has visited the river before the dam was erected, and since, will also attest to its unfitness. I have been fairly beset, both in Halifax City and on the Musquadoiboit, by people imploring me to press the Department to have justice done to Musquadoiboit River, and cause it to be made the fish river it once was.

Now, as to the fish coming down, there are gratings at C and D, on the plan, about 3 inches wide. Here, Charles Anderson showed me where the spent fish, in the spring, are killed. They are literally hanged at these places. They are caught in the grating, as if in a net, and die there, while the small fish pass through it, and are mercilessly ground up in the machinery beneath the mill. A fine grating, moveable on two uprights, should be placed here, so that it could be raised and cleaned at times. This would keep all fish coming down confined in the mill-pond, until the miller took an opportunity to raise it and stopping the mill, allow every fish, large and small, to pass down under the mill to the outlet, to the tide-way at E.

There is another grievance that ought to be attended to. This stream which passes out into the river at E should be protected at that point by a fine grating, also constructed as described before, that is, capable of being lifted to allow the fish, in their downward course, to pass to the sea; but it should, at other times, be kept closed, so as to prevent salmon and other fish from going up it, as I am told they often do, and they fall an easy prey to poachers, who dip them out under the mill.

I am informed many fish are thus illegally captured. There are no other dams on this river. Directly across there is a wing dam, 3 miles from the sea, but it does not interfere with the fish in any way, could they pass at all times at the big dam below.

2nd June.

Now, as to the sawdust. The miller has piled it all about his mill, and tells me he has no place now to put it, so lets it go into the stream. I took a boat and examined for myself the harbor. Down about the mill the river is full of it; piles of it all along the shore, and the bottom covered with it. I went down the harbor for 6 miles and saw sawdust everywhere. The boatman assured me it was to be seen even at the outlet of the harbor, 3 miles below where I was, or 9 miles from the mill. I should have gone the whole way, but it was blowing half a gale of wind, so I returned. I asked the boatman, who was a fisherman, if he ever caught codfish in the harbor, and he said not now; on account of the sawdust, they went outside to fish. I might here remark what is not generally known, that there is a kind of fish which frequents the harbors, called lump-fish. These fish come in from the sea in great numbers to spawn, and for a small fish (they seldom exceed 9 inches or a foot in length) they emit a wonderfully large quantity of ova. This the codfish are very fond of, and follow the lump-fish into the harbors to feed on it. I am told that when the bottom of the harbor is defiled with sawdust, that the lump-fish will not spawn there, and so in Musquodoboit Harbor, permitting the sawdust to escape in such quantities, has turned away the lump-fish and, consequently, the cod do not come in as formerly, there being no attraction in food to induce them.

I first learned of the lump-fish and the codfish's love of its spawn from Rev. Mr. Ambrose, of Digby, who is a keen observer of fishes' habits and a lover of the study of natural history. That sawdust does affect salmon, I believe there is no doubt. Mr. Stather, of the Audit Office, in Halifax, told me he had proof of salmon being found dead with sawdust in their gills. The law most distinctly forbids sawdust being thrown into any river, but there is a gross violation of it at Musquodoboit.

I have given the facts regarding this river as I saw for myself, and as I was told by most reliable authority. Musquodoboit, or Musquodoboin, the Indian name for it, properly signifies the "river of plenty." It once teemed with fish, and was, indeed, a river of plenty. I have shown what a deplorable state it is in now. I would most earnestly urge upon the Department, at the solicitation of many Halifax people and of the settlers on the river, that means be taken at once to restore the river to its former state. There is a cry everywhere of discontent at its present condition, no salmon being able to ascend it, except at a time when they are big with spawn and unserviceable for food.

3rd June.

I reached Tangier River, by coach, at 6:30 in the evening, 32 miles from Musquodoboit, and 60 miles from Halifax Harbor.

4th June.

Wet and unfit for inspecting.

5th June.

Sunday.

6th June.

Wet in the morning. In the afternoon I visited Tangier River, and found it clear for about $\frac{1}{2}$ a mile up. Here there is a dam of stones and brush, marked B B, on subjoined plan, from which a long sluice or mill-race runs to the crusher of the Pittsburg and Nova Scotia Mining Company. This supplies the water which turns the turbine wheel (at C). The sluice is over, perhaps, $\frac{1}{2}$ a mile in length. As the dam does not go completely across, the fish ascending have no difficulty in passing on the eastern side, but the young fry and old gaspereaux that have spawned are led into this sluice and are carried down into the turbine wheel, where they are ground

to shreds. The agents in charge of this property, Messrs. Torrance and Scaife, are most willing, however, to do all in their power to prevent this, and Mr. Scaife assured me he would not only put in a fine grating to prevent the fish from getting into the sluice, but when the fish assemble here, in their endeavor to get down, he will cause an opening to be made in the dam, close to the grating, and so allow everything to escape into the main stream. This will rectify the evil and place the river in good condition up to the Tangier Lake.

7th June.

I drove to Mooseland, 12 miles from the sea to the mills situated at that place. They are two in number and placed side by side. I found here a very good fish-ladder, indeed, erected some time since by Mr. Wm. Anderson, at his own expense. The mill people were all away at the time of my visit, and I found the fish-ladder full of sticks, logs and slabs. At the foot of the fish-ladder, which runs upwards under the mill on the east side, I saw large quantities of gaspereaux, so Mr. Hayes, who was with me, and myself, set to work and thoroughly cleared the ladder out—opened one of the slides at the side so as to let more water into the ladder. We had the satisfaction of seeing the gaspereaux take to it at once, and I have no doubt thousands passed through during the day after we left. We saw no salmon, but Mr. Hayes assured me he had seen a great many salmon pass through this ladder on a previous occasion—a statement I can very readily believe—the ladder being well constructed and placed. Tangier River, as soon as the grating at the dam below is completed, will be in excellent order, and as there are no more obstructions, the fish have a free passage now up to the score of lakes above, and will have, by Mr. Scaife's instrumentality, every facility to descend to the sea. I regret to state there is no Warden appointed for Tangier River. Mr. Torrance is only temporarily acting. There should properly be two—one for the lower part of the river, and one for Mooseland. About 3 miles from Mooseland, down stream, the river branches, and the branch so-called is celebrated for large trout. I should say salmon and gaspereaux went up it, too; it is quite unobstructed and in excellent order.

8th June.

Drove by express to save time (the mail coach only goes on this route every other day) from Tangier to Shet Harbor, 18 miles, and visited the Little West River first. There are no mills upon it, and it is in good order. I then went on to the West River. From the sea to a large lake on this stream is less than a mile, and I found it much obstructed by logs, &c., which had been carried there by the spring freshet, and there was a considerable amount of edging and old sticks in the pool below the bridge. I spoke to the principal of the mill here, and he told me that the following day he would put a gang of men on and have the whole river cleared from the lake to the sea. He appeared most anxious to do everything to comply with the fishery regulations, and I have no doubt the *débris* has long before this been removed. There was, however, nothing, when I saw the river, to prevent salmon, &c., getting up. Great precautions are taken at this mill to save the sawdust. A very large pound has been built, of edgings, in a circular form in the salt water, away from the river's mouth, and the sawdust is all carried by an endless chain of buckets, which is worked by the mill machinery, from the interior of the mill to a sluice which discharges into the pound, so that not a particle of sawdust is allowed to drop into the river and is confined in the receptacle made for it. It is not permitted to escape from this, and so does not go into the harbor below—a most admirable plan. The edgings are carried on a large truck, also worked by machinery, which runs on a small railway across the river, and are then thrown down and burned away from the water's edge. The salmon were running up when I was there, but I regret to state that this river, being composed of a series of cascades and falls, affords every facility to the law-breaker, and at night, I am told, they are all hard at work poaching and dipping the salmon as they come into the pools on their way up. The Warden, Hall, told me he has tried everything to prevent it, but they have scouts on

the watch, and on his approach, a signal is given and they all run into the woods and evade him; this is his story. However, dipping with large nets is, I am told, carried on to a disastrous extent. Once the salmon reach the lake they are safe, and have a free, unobstructed course for miles into the interior. The mill does not affect the river at all, being driven by water from the lake above through a long wooden sluice. Excessive poaching is the only detriment to this river.

9th June.

I visited the East River, of Sheet Harbor, six miles by the main road from West River. There is a very large mill and dam just at the tide-way, owned by a Mr. Chisholm, of Halifax, and there has lately been erected there a fish-ladder, which appears to be very well placed, but at the time I saw it there was no water on it, nor was there any mill pond above; it was almost quite dry and filled with logs. I saw the gentleman in charge, Mr. McKenzie, who explained that they were then getting the last of the logs down and that the lumbermen had closed the river above completely to facilitate their work, but that it was only for a day or two, when the whole river would be opened and the fish-ladder in working order. He was unable to give me any information, however, respecting the working of the ladder. I understood him to say it was placed there last autumn after the salmon season was over, and he could not determine whether the fish would take to it or not. From its position I should judge, however, that it would answer the purpose intended, but I am unable to make any positive statement concerning it. It was in good order as far as the interior was concerned. No precautions are here taken to save the sawdust; it is all thrown into the stream, and may be seen in quantities on the shore for miles down the harbor. The first dam, called a rolling dam, that is, one constructed to facilitate the driving down of logs, Mr. McKenzie informed me, was 12 miles up stream, the sluice he said, as was also the case with every rolling dam above this, again was invariably left open for the fish to get through as soon as the logs came down, and remained open the whole time after until the following spring, when they were river driving again.

10th June.

Drove by coach to Mosher's River, 24 miles from Sheet Harbor, and arrived there late in the afternoon.

11th June.

I visited the mill-dam at the tide-way of this river and examined the fish-ladder placed there. It is of considerable length and situated on the west side of the dam. I believe an error in judgement was made here when it was constructed, as a short portion of its lower end has been boarded in to keep out the dirt, &c., coming over the dam, from getting into the buckets. This must render it dark for a short distance, which is a pity. An improvement could be made by separating the boards a little which cover it, so as to let in more light. It would have been better, at the outset, to have extended the apron of the dam and made it project over the ladder. This would have carried off any *débris* and given more light. However, the ladder seems to be a very serviceable one. I could get no information as to fish being seen to ascend it, but I should say they would find no difficulty whatever in getting over the dam. I then proceeded, in company with the Warden, John Fraser, up stream from the head of the lake which is immediately above Troop's dam, just alluded to, to a new mill and dam which is being erected by a Mr. John Low. Both are still in an unfinished state, but the work is daily being proceeded with. Mr. Lowe informed me he is going to make a natural fish-pass here, which shall contain enough water, at all seasons of the year, to enable fish to ascend and descend, and he says he will personally attend to its always being kept free and open. The mill and dam and water-course, he stated, would all be completed this season. Fraser, the Warden, who is an intelligent officer, and seems to understand his business, assured me that he will see the fish-pass is properly made. The river is clear above this for 7 miles, where

there is another dam, owned by a Mr. Troop, the proprietor of the unused mill at the tide-way. It quite obstructs the river, and has neither ladder nor fish-pass. This dam is useless just now, as is also the one where the ladder is placed. I am told the mill has not been worked for three years, and no prospect, apparently, of it being put to any use for some time to come, if ever. I visited, also, Smith's Brook, 2 miles beyond Mosher's River, and found it quite clear and unobstructed. It flows, as does also Mosher's River into Nccum Teuch Bay. It is famous for sea trout and gaspereaux.

12th June.

Sunday.

13th June.

I drove this day to Lescomb River, in Guysboro County, 15 miles from Mosher's River and 6 beyond Halifax County line. There is a large mill situated here at the tide-way, with a dam stretching completely across, without either fish-pass or ladder, but on ascending the river above for about 1 mile I came to an abrupt rise in the river's bed, fully 50 feet in height. Even before the dam was placed here, this could never have been a good fish river, for nothing ever could have gone beyond this, and 1 mile of water would never make a fish-breeding stream. The owners of the mill, Messrs. Todd & Creighton, are quite willing to do anything the Department may require of them if called upon to do so, but I would suggest that they be left undisturbed, and not be put to the expense of a fish ladder, as the heavy fall alluded to utterly precludes the possibility of the river ever being of any value to the Province for fish.

I here ended my journey easterly, having reached 123 miles from Halifax harbor, and, as I travelled by mail coach all the way, except a few miles by express, I had, of necessity, passed by streams which ought to be visited, so I determined to see these on my homeward journey, and to make a fresh start from Halifax through Antigonish to Glenelg, at the forks, at the upper part of St. Mary's, the next river of importance eastwards of Liscomb, and so for a long cruise; thence along the Guysboro' coast to Cape Canso, around Cape Breton, and homeward by the rivers on the northern shores of the Province. The road, too, from Liscomb to Sherbrooke, at the lower part of St. Mary's river, is almost impassible, being little travelled on, and never repaired. I left Liscomb at mid-day and retraced my steps for 9 miles, when I arrived at a large river on the county line, called Ecum Secum. I ascended by myself, this stream, for about a mile and a-half from the main road, and came upon an old mill owned by a Mr. Leslie. It is all out of repair and falling into decay; the dam is a winged one and does not impede the fish's progress upwards; part of the dam has rotted away, affording a still larger passage. It is only a matter of a few years, when both mill and dam will have crumbled to pieces; both are old and decayed. I went up stream I should say another mile or mile and a half and reached another dam of Leslie's. It once formed a complete barrier, but now the gates have mouldered away, and there is a free passage at all seasons. Ecum Secum is unobstructed. It is a famous river, and abounds, in the proper season, in salmon and all other kinds of river fish. It is, however, infested with poachers, who have it all their own way. The place is almost altogether uninhabited, and the Warden, Fraser, who lives at Mosher's River, 6 miles away, cannot always be on the spot to watch them. They carry on their depredations, I am informed, principally at night, with nets.

I reached Mosher's River late in the afternoon, and remained there all night.

I drove by cheap private conveyance to Salmon River, which runs into Beaver Harbor, and on the road stopped to inspect Moosehead Stream, 3 miles from Mosher's River, noted for trout and gaspereaux. Above the main road some distance there is a large solid stone dam, owned by a Dr. Campbell, of Sherbrooke, about 300 feet in length (see plan attached, A to B). This totally obstructs the river so that fish can neither get up nor down. Provision should be made by the owner of the crusher both for the ascent and descent of the fish, and a fine grating placed at C to

keep them out of the sluice leading to the crusher, where they would be destroyed in coming down to the sea.

The sluice has nearly ruined this stream, taking the water from its legitimate channel. I then came on to Quoddy, 10 miles from Mosher's River, and ascended it for some distance. It is a beautiful stream, unobstructed by mills or dams, and the inevitable logs that generally are found stopping any river on which there is a mill. I am told it is quite clear to its source.

On arriving at Salmon River, 13 miles from Mosher's River, at mid-day, I ascended it for 4 miles from the tide-way. I found the water extremely low, but soon discovered the cause. A very valuable gold mine has been discovered here, which is now being worked, and the prospects are so good that a company has been formed, and they are about to erect a crusher, so they have temporarily dammed the river across, in order to build a permanent structure to enclose water to drive their machinery. The river has two branches at this place, which join opposite each other, making three streams. I could not find out whether the crusher will require one or more of the streams, or where the permanent dam is to be, but it would be most advisable that a competent person should arrange for a fish-way in the new dam, while it is building, and so prevent any stoppage of the fish which now are striking the river, or will, the first heavy freshet. Salmon River was always noted for the great number of salmon and sea trout that yearly filled its pools for miles up. It afforded the best fly-fishing of any stream on the southern coast.

15th June.

Took the coach for Tangier, and arrived late in the evening, the coach going no further that night.

16th June.

Was taken ill with heavy cold, fever and severe rheumatic pains, from getting wet two days before. I had felt ill on my journey in the coach.

17th, 18th, 19th June.

Confined to my bed at a friends house, the Rev. Mr. McLeod's.

20th June.

Feeling a little better, I got a cheap drive over to consult Dr. Jamieson, at Ship Harbor, and after receiving medical advice and medicines, I managed to walk to the dam at the mill at this place, owned by B. Young & Co. I saw the fish-ladder full of gaspereaux; they filled the buckets full and were passing up in great numbers. I think 800 barrels they told me, had already been dipped in the river below the ladder, but I am not positive as to the exact number. I was informed by several of the residents that neither trout nor salmon have ever taken the ladder or been caught or seen about it since it was built. It is not well placed in the stream; it extends down the river too far from the dam, and I think they miss it. This is, I believe, the first year gaspereaux have taken to the ladder since it was constructed; at least, never were such quantities known to ascend it before.

21st June.

Too ill and in pain to continue a further inspection, I took the coach direct to Halifax, which I reached, having travelled over 250 miles by post road.

22nd to 30th June.

Confined to my bed at home and under the medical care of Dr. Cowie, M.D., who pronounced me suffering from fever and cold, induced by the cold, wet and inclement weather which prevailed during my tour of inspection. I attach the medical certificate.

I hope, in a day or two, to resume my duties and proceed around Guysboro' and Cape Breton coasts, and to visit also the rivers on the north shore of the Province.

FRED. H. D. VEITH.

HALIFAX, N.S., 2nd July, 1881.

I have attended professionally, F. H. D. Vieth, Esq, since June 22nd, who has been suffering from severe cold and fever, induced by almost constant exposure while travelling in the cold, wet and inclement weather which prevailed all through the month. He is still unwell, and will not, probably, be fit to resume his active duties for some days to come.

ANDREW J. COWIE, *M.D.*, &c.

DIARY.

FOR THE MONTH OF JULY, 1881.

1st and 2nd July.

Confined to bed with cold and fever. .

3rd July.

Sunday.

4th July.

Writing up diary for June from notes (still confined to my room).

5th July.

Preparing fair copy for transmission.

6th July.

Deposited copy of diary and expense accounts with Mr. Johnstone, and afterwards received a letter from the Acting Minister of Marine and Fisheries, directing me to confer with Mr. Rogers. Immediately wrote to Mr. Rogers, asking when I should be able to carry out the Minister's order, and enclosing copy thereof.

7th July.

Awaiting his answer; received this day a telegram, asking me to come to Amherst.

8th July.

Took train for Amherst, and spent some hours with Mr. Rogers discussing the fishery interests and consulting him as to my future route.

9th July.

Returned to Halifax from Amherst.

10th July.

Sunday.

11th July.

Took train for Windsor, to visit the Avon, Meander, St. Croix, Kennetcook and Hebert Rivers, in Hants County.

12th July.

I proceeded by morning train to Ellerhausen Station, 9 miles from Windsor, and with a guide reached the dam situated just below Ponhook Lake. It forms a complete barrier, without fish-pass or ladder. Returning, I found, 5 miles nearer the sea, Beckman's mill. It has a dam 17 feet in height, and no provision made for fish. Below it, about $\frac{1}{2}$ of a mile, is Ellerhausen's paper mill, in the same condition. Still nearer the tide-way is Spenser's lumber mill, about $\frac{1}{2}$ mile distant, unprovided with fish-way. Half-a-mile from this I reached Smith's woollen factory, and below it Dawson's cloth mill, both completely across. The whole river is blocked from Ponhook to tide-way.

Mr. Burnham, the Overseer, told me he knew of the condition of the river, and had reported it officially some time ago, and that he had received instructions from the Hon. Joseph Howe to abandon making it, for a time, a fish river. Since then he

states he received from the Department summonses, which he was to serve, and did so, on the principal millers whose dams obstructed the river; his instructions being to serve the summonses only and await further orders.

13th July.

With Burnham, the Overseer, visited Lyons' mill, on the west branch of the Avon River, 9 miles from Windsor, and at the tide way found the dam does not in any way interfere with the fishes' ascent, the mill machinery being driven by water, conveyed by a long sluice on the west side. One mile above this there existed, two years ago, a mill and dam, owned by a Mr. Morton, but the dam was swept away by a freshet, and the mill afterwards was burnt; from this, for many miles, the river is clear. Visited Hobert's mill, 9 miles from Windsor, on the east branch, and at the tide-way found a dam completely across; no provision made for fish, *i.e.*, no ladder or natural fish-pass. While there the men were at work endeavoring to raise some planking, which blocked a sluice through the dam, and which is about 7 feet wide, and through it the head of water in the mill pond is allowed to escape completely. This reduces the mill pond to the original river, and it is left open when the mill is not in operation. I would suggest (and the mill owner is willing) making a fish-way on the west side, which shall be permanently open, having an even flow at all times (regulated by a gate at top) of from 24 to 36 inches. This place was in years past, so Mr. Burnham informs me, highly spoken of by Mr. Venning as one of the best situations for a natural fish-pass he had seen in the Province. The miller would do this at his own expense, and do it effectually. I then proceeded up stream to Mr. W. Palmer's mill, 2 miles from Hobart's. I found there a natural water-course made on the west side of his dam, which is a low one, and though the pass is even now a serviceable one, he promised (on hearing the dam at Hobart's mill was to be opened) to enlarge and deepen it. An island here divides the river, and it is contemplated, at his own expense, to block the east side with logs and ballast, so as to turn the fish into what might be termed the main channel. Mr. W. Palmer assures me he will at once clear the channel and make a good "way" through the shallows from the deep pool below up to the pass in this mill-dam.

Visited Mr. Francis Parker's mill on the Meander. There are no obstructions between this and the tide way. The mill is about 9 miles from the sea, that is, following the course of the river's windings. Above Mr. Parker's mill there are only shallows and small brooks and swamps. I would suggest that his mill be undisturbed, as it is doubtful if fish would seek to ascend further, and there are 9 miles of good water for spawning purposes. The river, at best, is a small one, and above Mr. Parker's dam it is merely a good sized brook only. Parker's mill is 12 miles from Windsor. Too much sawdust is here allowed to go into the river and should be prevented, as the stream is, at places, very shallow, and it consequently chokes it very much. I then went on to Kennetcook and found the river in charge of Mr. Mosher (Warden) in good order and clear of obstructions. I ascended it for some distance, but not the whole way, as it is for 22 miles unimpeded and only at its very source, where it is but a small brook. There is a dam owned by a Mr. Hennigan, so the Warden informed me, but the salmon spawning grounds are below it. Sea trout, shad, and gaspereaux do not frequent this river, only salmon, and those never attain a great size. Mr. Mosher states, the people along its banks are very careful not to transgress the law and he has no trouble or difficulty in carrying out his instructions.

Visited the dam at Lochart & Cochran's mills, on the River Hebert. They are situated just at the tide-way and the dam stretches completely across the river. I should say it was about 15 feet in height; of course nothing can pass it. It would be impossible to make a natural fish pass here, and a ladder of the old pattern running down stream, from the top of the dam, would be perfectly unserviceable. The most effectual, in fact, the only ladder that would answer here, would be after Mr. Rogers' patent, *viz.*: Beginning at the base of the dam and extending up stream into the mill pond. This is the only dam on the river of any importance, and the fish have a clear

run of 14 miles, to their spawning grounds, as soon as they pass this obstruction. I am strongly of opinion that the Hebert is superior to any other in Hants County as a fish-breeding river. It is wider, deeper and more suited for salmon than the Avon, Kennetcook, or any of the others.

16th *Ju'y.*

Returned by train to Halifax.

17th *July.*

Sunday.

18th *July.*

In Halifax, writing up diary.

19th *Ju'y.*

At the request of Mr. Tolson, the caretaker of the fish-breeding establishment at Bedford and Warden of the Sackville River, I accompanied him to see the big jam and to inspect the mills above. The former is situated about 5 miles from the tide-way. We found the river totally obstructed for about 100 yards. It has completely turned the main river from its proper course. A small channel has forced itself through on the east side, which if widened and cleared, would now afford a free passage and, in time, form itself into a regular stream, similar to the waters above and below it. The cost to make this channel would be about \$10, and the grant of the privilege to conduct it through private property conveyed to the Government by the owner, Mr. Richard Peverell, would not exceed \$20. Proceeding up stream $1\frac{1}{2}$ miles, we came to McKenzie's mill. There is here an excellent opportunity to make a suitable pass on the east side of the dam, and which the owner is willing to do at his own expense. He saves all his sawdust.

Further up, about 1 mile, we came upon four mills, the first and second owned by Mr. Thomas, of Hammond's Plains, the third by Nathan Ellis, and lastly, Hefler's, a few rods below the foot of the lake. All these have dams which totally obstruct the river, but the most formidable is the last named, where a ladder, with its opening at the base of the dam and running upwards (such as Mr. Rogers' patent) would alone remove the difficulty. All these mill owners are guilty of a breach of the law, there being not only no provision made at all for keeping the sawdust out of the river, but every facility afforded at each mill for it to fall into the stream. The water is thick with it for miles down, and the banks whitened with the quantity deposited by high water. Above these obstructions named, there are numbers of lakes with good streams running into them, affording excellent spawning grounds.

Drove to Chezetcook, 22 miles from Halifax Harbor, and saw the whole of the river, from the great Chezetcook Lake to the tide-way, and found the river clear from the lake to the head of the Long Pond.

21st *July.*

Proceeded to visit the lower part of the river from the tide-way to the foot of the Pond mentioned above, and found the stream, for some distance up, all stopped with stones, except one narrow passage, which I followed up for about 200 yards, until I came to two walls built high out of the water, extending on either side for about 25 or 30 feet, completely arresting the progress of the fish, except at a space left open in the centre of the current, about 5 or 6 feet wide. Here the guide showed me the remains of a wooden trap which had been taken out of this place, and destroyed three days previously by two gentlemen from the city, who found it set there. The wall of stone reached from the wooden trap to the shore, and guided the fish into it. They passed through an aperture about 18 inches wide in this destructive engine, and were then captured in a pound from which they could not escape. I examined the portions of the trap which were thrown on the shore, and saw on many of them quantities of green slime, showing, evidently it had not been of recent construction, but had, in all probability, been there the whole spring.

The Warden for this river, Donald McCleam, lives 5 miles away, and by the trap having been no inconsiderable time in the water, it would almost appear as if he had not visited the river the whole season. A more flagrant neglect of duty it would be hard to imagine. I omitted to mention that a resident on the river, Samuel Soles, wrote to McCleam, telling him of the existence of the trap three days before it was destroyed, but Soles told me no notice was taken by the Warden of his letter. Six days after that letter was written, I found the river all blocked and the stone walls standing.

22nd July.

Drove to Pennant River (18 miles), and that afternoon took a boat, and crossing the Grand Lake reached its outlet, at which point the Lower Pennant River commences. I followed its course the whole way down to the salt water, and found it quite clear of any obstruction. I believe a great deal of poaching goes on when the gaspereaux are in the river. Salmon are freely and openly dipped, and no law is observed with regard to days or hours for fishing; Sundays, as well as the other six are utilized. There is no local Warden, as far as I could learn, there on the spot.

23rd July.

I took the boat to the head of the Grand Lake and followed the river up to the Ragged Lake above, and found it quite clear. From the head of Ragged Lake it becomes, as one ascends it, little more than a good sized brook, but affords excellent spawning grounds. Pennant is frequented by a good many salmon, grisle and trout, and is noted, in the season, for shoals of gaspereaux.

24th July.

Sunday.

25th and 26th July.

Employed on urgent private affairs and preparing for a lengthened tour of inspection of some weeks' duration, through Pictou, Antigonish, Guysboro Counties, etc.

27th July

Took the train for Pictou and arrived there at 9 in the evening.

28th July.

Unfavorable for inspection; wet weather.

29th July.

Drove to River John, 18 miles from Pictou, and visited Duncan Wier's mill, 1 mile above the tideway. There is here a large dam which totally obstructs the river, and without any provision whatever for fish to ascend.

30th July.

Visited, with the Overseer, Mr. Chas. Henry, Robert Allan's mill, situated about 3 miles from the tideway. It is unprovided with a fish pass or ladder. We then drove over to the east branch of the River John, commonly known as Black River, and saw Wylie's mill dam, 6 miles from the sea, and found it in the same condition as the others, a complete obstruction. We then returned and I took the shore road for Pictou, visiting, on my way, Keeks' Brook, Toney and Cariboo Rivers. A Mr. John McCrea has a mill at the tideway on Toney River, 12 miles from Pictou, with dam across; the others are unobstructed for some distance up, but they are three very insignificant streams. The rivers I have visited in Pictou County, up to this date, are shallow, and salmon do not come up them until late in the fall to spawn. Shad are quite unknown.

31st July.

Sunday.

FRED H. D. VEITH.

HOPEWELL, PICTOU COUNTY, 3rd August, 1881.

DIARY.

FOR THE MONTH OF AUGUST, 1881.

1st August.

I took the morning train from Pictou to Hopewell station, and arrived during the forenoon. I immediately called upon the Warden, Mr. Dan. Fraser, and with him visited first McDonald, Bros'. mill, 6 miles from the tide-way on the west branch of the East River, and found a ruined, useless ladder on the north-west side. It is but a fragment now, and I should say had never been repaired since it was built. I then proceeded down stream to Mr. Grey's mill, about half a mile below McDonald's and $5\frac{1}{2}$ from the tide-way. Here there is an old fish-ladder broken and choked with rubbish, not worth the repairing. Both this and the one at McDonald's, must have shifted their positions in some way or they never could have been serviceable, as the grade is only about 1 foot in 3 or 4, while 1 foot in 7 is considered as steep as practicable for fishes' ascent. A short distance below Grey's mill, a Mr. J. W. Grant is about to erect a woollen factory. He does not appear willing to make any provision in his dam now in course of erection, and seemed determined not to build a ladder. Mr. Fraser and I then drove up the East River itself, arriving about 9 miles from the tide-way at Mr. Grant's mill-dam. There is a broken and useless ladder here on the east side, in a state that would scarcely warrant repair.

2nd August.

At Hopewell, writing up my report from notes for the month of July.

3rd August.

At Hopewell, writing up my report from notes for the month of July, and preparing a fair copy for transmission.

At New Glasgow. Drove with Mr. Ritchard, the Overseer, to Middle River, and found, at Thomas Connolly's mill, at about 1 mile from the tide-way, a fish-ladder; it is hardly serviceable, but during heavy freshets, when a great body of water is in the river, the dam is so low that fish easily get over it. From Connolly's to Fraser's first mill-dam, is about 7 miles. Here there is a barrier 11 feet high. Half a mile above Fraser's second mill stands, with a 12 foot dam without a passage. Still ascending to the district of Concord, 3 miles beyond, is built James Murray's structure, 12 feet in height, and then 2 miles away the forks are reached. Going up one of these, a dam is found at Wilkins' Grant, and on the other (the Glengarry one) 3 miles from the junction of the two streams, Hugh McArthur's dam stands. At Wilkins' Grant the dam is owned by Neil Mathewson, and is 1 mile from the forks; both are total obstructions and are from 11 to 12 feet high. It is stated, but I have no reliable means of personally ascertaining it to be a fact, that salmon spawn yearly about 1 mile below Fraser's dam. If so, it can only be because that barrier, for years, has prevented their going further. We then visited West River, 3 miles to the westward of Middle River. Up to 7 miles from the tide-way it is quite clear, but at that point a dam is placed at the top of the falls, which are 20 feet in length, and are in three drops (so to speak) of the river's bed. Salmon, it is said, never went beyond this fall, which I am very doubtful of, and a few shots of dynamite, and a ladder of Rogers' patent, would put their ascent beyond a doubt. They now have to spawn on a sandy beach 2 miles below. Sawdust was at one time thrown in abundance into this river and fish, especially trout, became almost unknown, but of late years it has, owing to the lumber being annually cleared been defiled less and less by the nuisance, and this season, for the first time for many years, sea trout have returned to the river. There is good testimony to establish this as a fact. I think that as the stream is rapidly, of itself, improving, nothing further need be done, should it be decided not to improve the falls or place a ladder.

5th August.

I drove to McClennan's Brook, a tributary of the East River and once a fine stream for trout, and 4 miles from New Glasgow, and found two dams obstructing it.

The lower one owned by Scott Fraser, the upper by MacKintosh; they are both very high; again, 3 miles above I found Daniel McDonald's, and I learned that 2 miles beyond (I had not time to visit it, having to go on to Sutherland's River) there is another owned by Donald McPherson. All dams on this stream are unprovided with fish-ways of any kind. I then returned to the cross-roads and went over to Sutherland's River, 5 miles off. I saw John McPherson's dam, 15 feet in height, a complete stoppage, and 1 mile below and 3 from the tide way is Park's dam, situate at the head of very heavy falls. The water here was so low that it was impossible to form any accurate idea whether this rocky formation has hitherto, as I was told, barred always the fishes progress, but I am quite convinced a few charges of dynamite, at a trifling cost, would soon enable any thing to reach the waters above. At French River, on its western branch, there is a mill-dam called Stewart's, which blocks it up. It is situated 1 mile from the tide-way, and 1 mile above it is a similar structure, barring the way. On the eastern branch again, 4 miles from the sea, is McDougall's dam without a fish-pass. I have not seen at any of the mills for sawing lumber, included in the above, any means whatever taken to prevent the fall of sawdust into the river.

6th August.

Raining heavily; writing up rough diary from note-book.

7th August.

Sunday.

8th August.

Took the train for Antigonish. Poured rain all day.

9th August.

I visited Barney's River (in Pictou County). About 6 miles from the tide-way is situated a mill, at the junction of the west branch with the main river; it is called Dewar's factory. Once there was a ladder here, but the railway has cut it off or filled it up, and there is now no passage for the fish, while slabs, shavings, sawdust, &c., are freely bestowed upon the stream. The dam is about 15 or 16 feet high and no opportunity whatever presents itself of making a natural fish-way, one of the new patent, is required, to be of any use. Proceeding up the west branch for 2 miles, I found Robinson's mill and dam; still ascending I reached Daniel Cameron's dam, and 5 miles above this is situated J. Dunn's; all these are total obstructions, without any way for fish, and sawdust, &c., is thrown in everywhere. I omitted to mention that on the main or middle river, 8 miles from salt water, is built Kenneth Cameron's dam, unprovided with fish-pass; the rest of the river is clear.

Salmon frequent this river and its branches in fair numbers in the fall I am told, but very many, while full of spawn, are mercilessly speared and netted by poachers, in spite of the Warden's watching. From the fact of salmon still visiting this stream, to meet their fate at the foot of the dam by poacher's spears, one can imagine what a prolific stream it could be made were assistance and protection afforded the fish.

Bailey's Brook, 6 miles from Barney's River, was very rarely frequented by salmon in its best days. It is now, however, obstructed in several places by dams, and an excellent trout stream is ruined.

10th August.

ANTIGONISH.—I visited in the morning Wright River, a tributary of the West River, and saw Trotter's, or Murphy's, dam. The ladder once placed here, has been cut off by the railway, but in replacing it, a Warden is badly wanted to guard the waters above it. There is no one there now, and poaching is, in the season, nightly carried on to an alarming extent. The dam is about 6 feet high and without any fish-way. I then drove round to S. Thompson's mill, and saw above it the dam. Although it stretches across from bank to bank, it is so low that salmon and gaspeaux, during the time that the water is high, and they take to the river, would have more than enough water to pass over it. Continuing up stream for 3 miles, I arrived

at J. Thompson's dam. It is similarly built with S. Thompson's, and in time of freshet would offer no opposition to fish. Above this the river has a clear open run. In the afternoon I drove to McDonald's mill, on the James' River, about 3 miles from its junction with the West River, and found it situated on a part of the river where it is divided by an island. The other side is open, and the dam affords no obstacle to fish ascending. Below it 2 miles are the Brothers McDonald's old mills and carding factory. A dam once existed here, but the mills are in disuse now, and have been so for a considerable time, and the dam has rotted away and been destroyed by freshets. The river James is, therefore, clear and in good order.

11th August.

I drove for 9 miles from Antigonish to McDonald's dam, on the South River, 5 miles from the tide-way. It has no fish-pass nor escape of water by the side of it, but it is so low that I should think when the river was full, as it invariably is in the fall when salmon seek it, that they would have no difficulty in getting over it. I then proceeded up stream for 3 miles to Fraser's dam. It is about 10 feet in height at low water, but in high freshets salmon might leap it. I saw the remains of an old ladder placed here some time ago by Mr. Rogers, but only a few sticks of timber are standing. It had never been repaired from the day it was built, and each year's freshet had cut away a portion, until now only a fragment exists. Donald McMullin's dam, 4 miles up, is a winged one. I then drove down the South River and across through St. Andrew's and Pomquet to Little or Bayfield River, and visited the three dams there. The one nearest the sea, James Randall's, is $\frac{3}{4}$ of a mile from the tide-way; George Irish's $\frac{1}{2}$ a mile above, and McChesney's $\frac{1}{2}$ mile beyond this. They are all provided with ladders, although at present very much damaged by ice and spring freshets, and require putting in order before the run of the salmon in October and November. All the people about, that I conversed with, told me the salmon take readily to the ladders every year. They are old fashioned make, of a very gentle grade and well situated.

12th August.

I drove to Little Tracadie, $6\frac{1}{2}$ miles from Little or Bayfield River, and visited its east branch, and at about 3 miles from the tide-way found Hulbert's dam. It is very old and partly broken away, and in all probability the next freshet or two will sweep it clear of the stream; however, it, at present, does not hinder the fish passing.

I drove over then to main Tracadie River, and found a fish-ladder on the Monastery's lower dam. It is very old, but would be serviceable were the grade not too steep. It is, I should say, only 1 foot in 4, and about 18 feet in length. Salmon arrive here late, as they do in all Antigonish rivers, that is, the end of October and November principally, and I learn that the heavy freshets that come down then cover dam and fish-way from 1 to 3 feet, so the ladder is useless for them: Gaspereaux, however, strive to get over this dam by the ladder in the spring, but are unable, on account of its too abrupt pitch. I then went on to Monastery dam No. 2, which is extremely and unusually high, being, I should say, at low water, 20 feet. Only a patent ladder could open up this barrier. Salmon go as far as its foot, but gaspereaux do not reach below the low dam. Above this 1 mile is Thomas Durney's dam, but it is harmless until the big barrier be opened.

13th August.

I drove back this morning to Pomquet and ascended the west branch, or Black River, and inspected Alex. Chisholm's dam, about 8 feet high, 2 miles from the tide-way, and saw no ladder or pass. I went up still further, for 3 miles, to Donald McDonald's dam, also an obstruction, about 8 or 9 feet high. Sawdust is freely thrown in the river, about both mills, as well as slabs, edgings and sticks of all kinds. I omitted to mention Alex. McDonald's dam, $1\frac{1}{2}$ miles above this, which stretches quite across. He neither saves his sawdust nor has provided any fish-pass. The main Pomquet River is clear.

14th August.

Sunday.

15th August.

CAPE BRETON.—Took the train from Antigonish to Port Hastings; embarked on board the "Clyde," and reached Sydney on the morning of the 16th, at 4 o'clock.

16th August.

Heavy storm of wind and rain all day.

17th August.

Still raining at intervals, but being unwilling to delay longer, I drove to Cow Bay, 22 miles from Sydney, and visited Martel's Brook, 2 miles from the village. I found there an old mill and dam, belonging to John Martel, but the dam has been broken away by freshets, and only part of it remaining standing, so fish pass by it easily. I then drove on towards Burke's, at the Albert Bridge, over the Mira (16 miles from Cow Bay), and reached Black Brook. This is a fine river, which flows into the Mira, about 3 miles from where Mira Gut empties into the Atlantic. It is much frequented by river fish of all kinds, and quite unobstructed.

18th August.

Drove to the Salmon River, which flows into Catalone Lake, that discharges into Mira Bay. It is of considerable length and size, and is unobstructed from its source to the tideway. I then proceeded to Grand Lake Stream, which runs into Loran Harbor. Between Grand Lake and the tideway are two smaller branches, which empty into it. Its principal tributary, however, is Six Mile Brook, which flows out of large lakes, called respectively, Stewart's and Morrison's. There are no milldams whatever. The next large bay—Gabus—has two rivers: Landing Cove Brook and Kennington Cove Brook, the latter running out of Twelve Mile Lake. Both are free from any obstructions.

[I must mention here that the word "brook" does not, in Cape Breton, always signify a small rivulet, for some of the so-called brooks are, in reality, rivers of considerable width and depth, and are salmon bearing; while streams called "rivers" are smaller than some of the brooks. For instance, McLeod's Brook has a greater volume of water, and is broader than Benacadie River. There are many of these taking their rise in low grounds, and fed by swamps and springs, that only salmon and trout frequent yearly, but which gaspereaux never enter; but this is easily accounted for, from the fact that gaspereaux invariably seek only those rivers that afford ingress to a sandy lake. Such a locality, it is well known, is their favorite spawning ground.]

I next visited the upper part of the Belfry lakes and streams. The whole of these waters are free and open to the Atlantic. Returned to Burke's, at the Albert Bridge over the Mira.

19th August.

Drove up the Mira, a broad, deep sheet of water, more resembling a succession of lakes than a river. Following its windings (on the main road that skirts it) for about 8 miles, I reached Trout Brook, a tributary of the Mira. It is a good sized stream, and famous for trout (and sometimes salmon, in the proper season), unobstructed by any mill dams. I passed other small streams, but they are frequented by a few trout only. Crossing the Marion Bridge, I drove to Ball's mill (10 miles up), situated on a small tributary of the Salmon River. It is built just at its junction, but that dam and McIntyre's above do not affect the main river at all. I next visited the Gaspereaux, which, with the Salmon, are tributaries of the Mira. Both are salmon bearing, but the latter only is yearly filled with gaspereaux. No dams exist on either streams. Leaving Ball's mill, I drove across Huntingdon's Mountains, for 10 miles, until I reached the head of the East Bay of the Great Bras D'Or Lake. There are numbers of large streams which, near here, empty into Forks Lake, on one of

which is McLean's mill, where there is total obstruction. This is about 4 miles from the Sydney Post Road, and about 2 miles from the head of East Bay, on Gillis & McAdam's Brook. There are situated Cameron's saw and fulling mills. The Forks or Spanish River opens into Sydney Harbor, and is perfectly clear. Other streams than those mentioned discharge into it, which are free and constitute fine spawning grounds.

20th August.

Drove from Sydney to Ball's Creek, 8 miles, and ascending it for about $1\frac{1}{2}$ miles, reached Roche's mill. There is a wide dam placed here, but no ladder. The owner informed me the one he had built was carried away, dam and all, by a freshet, but he is about to construct another fish-ladder at once. Mr. Wilmot is, I believe, to trap parent salmon here this autumn for the use of the breeding establishment now in process of being built at Sydney. The river is unobstructed from this to its forks at French Vale. On one of these only McDonald's dam stands; the other is perfectly clear. I then drove on to Leech's Creek, 10 miles from Sydney, and visited Walson's mills further up, near the foot of Forester's Lake. Both are stopped completely by dams, without ladders or fish-ways. Returning to Sydney in the afternoon, I drove for 6 miles on the Glace Bay road, and walked by the mill road to Howley's dam, on the south-west brook, running into Lingan Bay. There is an excellent ladder here with a very easy grade.

21st August.

Sunday.

22nd August.

Left Sydney in the "Neptune," for Baddeck, on the Bras D'Or Lake, and arrived there at mid-day. I immediately engaged a conveyance to the Margarie River, distant 28 miles to the north-west, intending first to visit those streams and then see the Middle and Baddeck Rivers and their tributaries on my way back; reached Margarie at 9 p.m.

23rd August.

In company with Mr. David Ross, the Overseer, I drove for 7 miles, to the mill owned by Messrs. Burton & Tingley, on the Marsh Brook, a tributary of the north-east Margarie, which it joins about 3 miles from the tide-way. The brook is much choked with mill refuse and sawdust. I then returned to the main river and drove up to Levisay's mill, on a small brook which empties into it, but it is not of very great importance.

I then went on to Morrison's mill, on Ingraham's Brook. The dam is quite across, and no care is taken to keep the sawdust out. Morrison's dam is 1 mile from the main river and joins it 14 miles from the sea. Driving down stream I reached Burton's dam, $1\frac{1}{2}$ miles from the main river, on Egypt Brook. Sawdust, edgings, slabs, &c., are freely thrown in here and the dam is from side to side. It joins the main river 12 miles from the tide-way. Murphy's mill, on a small stream which empties into Leggalaw Brook, is obstructed, and fills this tributary with refuse of all kinds. The damage the mill does to the Leggalaw Brook is very great, and as this is a very important tributary, and yearly visited by salmon and trout, the former to spawn in it and the latter to pass on to the lake above, the miller should be compelled to keep all his mill rubbish out of it. As it is now, there is a large jam about 4 miles from its junction with the main river, and the cost of its removal is estimated at about \$20. This brook would be an admirable one on which to erect a fish-breeding establishment, as the parent fish would be so easily procurable. The Big Brook (a fair sized one), which joins the main river 4 miles from the tide-way, has also a mill upon it, about 4 miles from its junction, and the stream is in the same bad condition, and there exists a similar cause of complaint as with the others mentioned, as regards edgings, sawdust, &c. The south-west fork of the Margarie is in exactly the same state as the north-east respecting its tributaries, although both main rivers

are themselves happily free from mills. Most of these streams flowing into the south west have solid dams upon them, and their mill refuse all drifts downwards to the mother river. After careful enquiries, I am inclined to believe that the cause of salmon not being so plentiful now as in years past in the Margarie and its forks is as much due to the filling up of the tributaries they seek to spawn in with shavings, edgings, slabs, sawdust, &c., as it is to the poaching with spears and sweep nets at night, and besides, it is much overnetted in the estuary at its mouth.

Gaspereaux are not found in the north-east river, as it has no lakes upon it to enable them to spawn in, but they frequent the south-west branch and ascend it to Lake Ainslie, a large sheet of water about 12 miles long and 8 broad, where they find the requisite sandy bottom. Shad are unknown. Salmon arrive at the mouth of the Margarie early in June and go up the river as soon as the water permits. It is the only one in the Island of Cape Breton where they may be taken by fly fishing.

24th August.

Drove back to the Middle River. It is unobstructed from its source, 30 miles from the sea, to its exit into Lake Bras D'Or. It is situated exactly half way by post road between the Margarie and Baddeck Rivers, 14 miles on either side. There are upon it two falls, but in high water neither interfere with the passage of fish. Nearest the sea, flowing into the main river on the right bank or west side, is a brook with a mill and dam upon it, 2 miles from the tide-way, owned by Samuel Nicholson. A complete stoppage, with the usual accompanying mass of sawdust and edgings. On the same side, $\frac{1}{2}$ a mile above, is Indian Brook, on the branches of which are situated Duncan McKenzie's, Angus McDonald's and McRae's mills, in a similar condition to Nicholson's. Then, still ascending, I found, 4 miles above this, on the east side, a large tributary, called McLeod's Brook. It is a fine stream and of considerable length, but completely dammed across about $\frac{1}{2}$ a mile from the main river. Still ascending for 2 miles on the west side of Middle River, I found again a grist mill, owned by Kenneth McRae, on a large tributary called Mill Brook. Nothing can pass here, for a dam of 10 feet in height blocks the way. Again, on the west side, on another tributary, $1\frac{1}{2}$ miles up from Kenneth McRae's, there is another mill, owned by McRae & Co. These are all the principal streams flowing into Middle River on which are situated mills, and at each of which there is an entire absence of any pretensions either to allow fish up or to prevent sawdust, edgings, &c., from falling into the streams, and thus mill rubbish, &c., finds its way into the main river and is to the greatest degree detrimental. The practice of using spears and torches and sweeping with nets is carried on to a fearful extent, in spite of the Warden's watchfulness.

25th August.

I, this day, visited Baddeck River, a magnificent stream, perfectly clear from its source to the Bras D'Or Lake. In common with the Margarie and Middle Rivers it cannot be dammed, as the freshets rise to a great height, and the vast volume of water which comes surging down with irresistible force and immense rapidity, would sweep mills and dams before it. The tributaries are in reality the nurseries of these rivers, and they are in a deplorable bad condition. It seems as if every possible method was resorted to, to prevent salmon breeding there. I found the Baddeck River's tributaries and their mills situated as follows: John McDonald's mill, on Logan's Brook, is $\frac{2}{3}$ of a mile from the head of Kane's Pond (a famous resort of the gaspereaux); Harrie's Brooks, 3 miles above, flowing into the main river, has a mill-dam on it, owned by McRae Bros. It is placed 2 miles from its junction with the Baddeck. Above this is Peter's Brook, into which runs Hunter's Brook, where Wm. Files has a mill and dam on a small stream. Further up still, Ambrose Rice's mill is erected on a good sized brook running into the main river. There are no mills from here to the forks, but on the south branch, about 1 mile from the junction, on McCauley's Brook, there is a mill-dam. Out of all these I have named, there is but one miller who keeps mill rubbish out of the streams, that is Wm. Files, and he was compelled to do so, not for the salmon's sake, but owing to the loss of a law suit, which

entailed heavy damages upon him for destroying a neighbor's meadows with sawdust, edgings, and slabs. All the rest threw their refuse into the streams. Poachers, with nets and spear, hold high holiday on Baddeck River.

26th August.

Left Baddeck in the afternoon for Grand Narrows, 13 miles distant.

27th August.

Drove from south side of Grand Narrows for 7 miles, to Joseph Bryden's saw and grist mill, on the east fork of the Benacadie River, which flows into the East Bay of Bras D'Or Lake. His dam bars the whole of the upper part of the river, and is of considerable height. No care is taken at all to keep the worthless remains from the sawing out of the water; the stream is choked with it. The Benacadie Forks are about $1\frac{1}{2}$ miles from the mill. The north branch flows through Mill Brook Lake, the Sunacadie Lake, distant 2 miles to the north-east, being its source. This fork is yearly visited by shoals of gaspereaux, and is quite clear to its junction, as is also the main river, from the junction to Benacadie Pond, which opens into the Atlantic. Between Bryden's mill and the forks, are three large brooks within $\frac{3}{4}$ of a mile of each other, which are not dammed. Bryden's dam is the only one on either Forks, main river or tributaries, and to its pollution may be correctly attributed the fact that salmon do not seek to enter that branch at all. The poachers infest the main river, and the other branch also, and destroy many breeding fish. From this place I drove across the mountain to Escasoni, 5 miles distant. It is a much larger stream than Benacadie. There are no mill dams either upon it or its tributaries, but it empties into the centre of an Indian village, composed of about 30 or 40 large families, and is out of the way and difficult to protect. It would be needless to comment upon the fate of the salmon when they take to the river. The Indians say that gaspereaux do not visit it at any time, but I cannot vouch for the truth of this statement. There is a very large sandy lake, called McNeil's, at its head.

28th August.

Sunday.

29th August.

Writing up rough copy of report of progress or diary from note book.

30th August.

Copying fair report for transmission to the Department. Making up duplicate expense accounts for the Agent at Halifax.

31st August.

Completed the above and forwarded the respective documents.

P.S.—Referring to that portion of my report for the past month, which is descriptive of the condition of the streams I have visited in Cape Breton, I beg to add that I have not yet seen nor heard of a main river which is dammed across, as they nearly all are in other parts of the Province, and I believe I have explained the reason of its being impracticable in the body of this report. Saw and grist mills, &c., are invariably placed upon the tributaries, and with one or two exceptions, ladders are not needed at all. A temporary opening of the dam, while fish are seeking to get beyond it, would amply suffice. To insist upon this being done, as well as to enforce the law relating to mill rubbish being kept out of the water, are duties, I respectfully state, that can only be efficiently done by energetic Overseers and reliable men under them. There is but very little that an Inspector can do, except occasional supervision at such times as the fish are running for a few weeks each year. With regard to the prevention of poaching, I regret to state that the present system of permanent Wardens, with a yearly salary, has not proved to be beneficial. It would be found to be more effectual, in order to check these lawless practices, to have well chosen river police, who should be only paid during the season when fish are in the river, for the days and nights that they are actually employed. It appears

most desirable, in order that the work may be thoroughly done, that these men be select for their real worth without any reference to their political opinions, and, if possible, that they could be exchanged from river to river, so as to prevent the feeling, such as now exists with the present Wardens, of unwillingness to prosecute their immediate neighbors for breach of the fishery laws.

I respectfully offer the above suggestions hoping they may be deemed worthy of consideration.

I am, Sir, your obedient servant,
Hon. Minister Marine and Fisheries. FRED. H. D. VEITH.

REPORT OF PROGRESS.

GRAND NARROWS, CAPE BRETON, 30th August, 1881.

SIR,—I have the honor to report that I have this day forwarded to Mr. Rogers, for transmission to the Department, my report of progress for the month of August, in compliance with your order of the 10th August, 1881.

I have the honor to be, Sir, your obedient servant,
Hon. Minister Marine and Fisheries. FRED. H. D. VEITH.

DIARY.

FOR THE MONTH OF SEPTEMBER, 1881.

1st September.

CAPE BRETON (*Continued*).—I left Grand Narrows in the morning, and drove for 30 miles along the shore of the Little Bras D'Or to George's River, and in the evening visited McQuarrie's mill. It is situated at the head of a long, narrow creek, $1\frac{1}{2}$ miles in length, and is called here part of the river. The tide reaches the foot of the dam, which is about 14 feet in height. They have, this summer, repaired the ladder, which had been built at this place some years ago. The ladder is nearly 85 feet in length, running down the centre of the river's bed, with a grade of only 1 foot in 6. I was informed by a resident close by that sea trout yearly take to it, but that gaspereaux have never been seen to ascend. Salmon have forsaken this stream altogether. A Mr. Alex. Moore, who lives at the mouth of the creek, and has been a resident in that part of the country for forty-five years, told me that he had not seen one for thirty years. I have learned since I have been about the shores of the Bras D'Or Lake that gaspereaux will spawn in brackish or half salt half fresh water, a circumstance I was not before aware of. There are numerous small ponds or lagoons inside of the beaches of the flat lands, which are open to the sea by small passages, and these ponds are, for the most part, sandy, and are fed by small rivulets and springs, while the tide ebbs and flows into them. I have tasted the water, and find it saltish; but, nevertheless, it is a fact that gaspereaux are seen in them during the spawning season, and the young gaspereaux have been caught while escaping to the sea. There are: great number of these ponds all along the south side of the Little Bras D'Or; and Kane's Pond, at the mouth of Middle River, flowing into Great Bras D'Or, on the north side, is also a great resort of these fish.

2nd September.

I drove from Mr. Moore's, in the morning, to Johnstone's mill, which is situated $2\frac{1}{2}$ or 3 miles above McQuarrie's, and found his dam across the river. He has made no opening for fish to pass through, and I believe the trout must spawn in the mill pond above McQuarrie's. The river, however, dwindles down to a small brook above Johnstone's, and large fish would scarcely penetrate so far. Mill rubbish is plentiful about both mills and in the river. Rain prevented any further inspection this day.

3rd September.

I visited Rice's Brook, but it is very small, and large fish do not frequent it. I then drove from George's River back to Barasois (8 miles) and crossed it on the dam, which is built of stones, wood and earth, at McLeod's mill. The main post road

runs on the top of this embankment, which is perfectly solid, and extends the whole breadth of the river, except at one place, where the mill flume carries the water to the wheel that works the machinery; thus the river is completely closed. Not a fish could have passed beyond here for many years. A short distance above is situated McLean's mill and dam, but it can do no harm while the embankment stops the river below. Large quantities of sea trout yearly enter the estuary, and failing entrance to the fresh water, go out to sea again. Salmon are never seen. Gaspereaux find spawning grounds in many places along this part of the coast, in the brackish ponds. Leaving Barasois, I returned to Grand Narrows, visiting Sunacadie and Cameron's Brooks, at Beaver Cove. Both are unobstructed and the resort of hundreds of large sized sea trout.

The Hon. H. F. McDougall, M.E.C., mentioned to me that he wished me to say, in this report, that a Warden is badly wanted to look after these streams and to prevent the unfair and excessive netting of the gaspereaux which enter the ponds on this side of the Bras D'Or, in Cape Breton County, and he complains of great destruction of the fish for want of proper surveillance.

4th September.

Sunday.

5th September.

Crossed the Grand Narrows and visited the Washabuk (7 miles distant) It flows into Bras D'Or Lake in a northerly direction. McKenzie's mill is the only one erected upon this stream, with a dam about 4 feet in height, during a freshet and at high tide combined. The latter flows to the dam itself. Salmon are seldom caught here. One only was captured in a net last year, and gaspereaux are rarely seen; but this season shad were found close to the mill wheel, seeking to ascend. These and two that were caught in a net at St. Peter's are the only ones, so I am informed, that, for many years, have been seen in the Bras D'Or. Shad are proverbially fond of muddy rivers, and as there is in the Washabuk, about 1 mile below McKenzie's dam, a large bank of sand and mud, which reaches across the whole breadth, it seems probable that this may be the attraction, perhaps, to spawn on. Washabuk is very short, being only about 4 miles in length, and is the outlet of the Plaster lakes. As these have a similar bottom, it is not unreasonable to suppose that before the dam was erected that shad were in the habit of breeding in these waters. The lakes are about 4 miles above the dam. It would seem very advisable for the Overseer, Mr. McRae, to be instructed to have a fish-pass made at this mill-dam, to be ready next spring, to allow the shad up and foster a small fishery here, that might afterwards, as these fish increase, become a valuable one. I returned to the narrows and drove for 30 miles westerly to River Deny. It is a large stream, and salmon, gaspereaux and trout resort to it in their season; but, I am told, not in the same numbers as in past years. The main river is free of all obstructions. Its first tributary, 3 miles from the tide way, on the south side, is McGregor's Brook, which is not dammed anywhere. Two and a-half miles distant, and upwards, is the Big Brook, also clear. Three miles above Cameron's Brook joins, on which is erected Cameron's mill and dam, $\frac{1}{4}$ of a mile distant from the main river. Chisholm's Brook enters $3\frac{1}{2}$ miles above Cameron's, on the south side, on which is situated, 1 mile from its confluence, his grist and sawmill. Above this brook there are numbers of others; but they are all small. On none of the tributaries of River Deny, where dams exist, is there a fish-pass, and all mill rubbish is thrown into the stream.

6th September.

Took passage to Baddeck, *en route* for St. Anne's Bay. The North is the principal river here, which forks above the tide-way. Its north branch has a heavy fall upon it, $3\frac{1}{2}$ miles from the sea, which denies fish further progress. A mile above it, Mr. McLean has placed a saw mill, and his dam is another barrier. A great deal of mill rubbish may be seen for some distance down the river. There is, I am informed, another abrupt fall some distance above McLean's; but the first is the most important to break down or to erect a ladder upon.

The North-East River is quite clear. Salmon and trout are to be found, but no gaspereaux.

7th September.

Took passage on steamer for St. Peter's, to visit Grand and Black Rivers.

8th September.

I drove to Grand River, flowing into the Atlantic on the south side of Richmond County, about 15 miles from St. Peter's Canal. It is quite unobstructed in every particular for 6 miles from the tide-way, where one arrives at very heavy natural falls or dips in the river's bed—the first one, I should say, was about 25 feet; the second (18 feet above) about 6 feet; and the third or upper, distant from the second about 60 feet, is 8 or 9 feet in height. The first and third are perpendicular. Fish never could have passed from the sea beyond this natural formation. Passing upwards, 2 miles from this point, I reached Loch Lomond, a fine sheet of water, 10 miles in length, by 2 or 3 miles in breadth, and connecting with it are Loch Uist and another, whose name, if it have one, I could not discover.

At present these fine lakes are completely cut off from the sea, and it is a matter of regret that it should be so, for the small rivers entering on all sides of their shores would constitute admirable spawning grounds for salmon, which now are debarred from reaching them by the abrupt fall alluded to. I examined the solid bed of the river at this place and found it to be kind of soft sandstone, which I could cut with my knife, so that drilling it for blasting would not be an arduous or expensive process, but I was unable to estimate what the cost would be to break it away. A large sum was granted some years ago for this purpose (so I learn), but the money has never been expended. A ladder could (should blasting not be resorted to) be secured to the solid rock on the south side. Either of the two methods would overcome the present difficulty and permit fish to pass to the lakes and streams above. Salmon and trout are very plentiful in the Grand River, but gaspereaux invariably go up a long arm or creek, called Black River, which opens into the sea at the mouth of the main river, a little below the tide-way. A small brook enters at its head.

9th September.

With Mr. Duncan Cameron (Overseer) I visited the river Tier, which empties into the Atlantic some 4 miles or so from St. Peter's Canal. It has two branches, which join together about 1 mile above tide-way; both are salmon-bearing. The west fork flows out of Sutherland Lake, 7 miles from salt water; the north-west out of a large nameless lake, 9 miles up. Besides salmon, sea trout are found in great abundance, and gaspereaux, in the spring, are caught in considerable quantities. The latter leave the main river, about $\frac{3}{4}$ of a mile from the tide-way, for a tributary called McIntosh's Brook, running out of Kight or McIntosh's Lakes, where they yearly spawn. Last month thousands of young fry came down to this brook on their way to the sea. There are no dams anywhere.

10th September.

I drove to Black River, flowing into the Great Bras D'Or Lake, about 20 miles to the westward of St. Peter's. It runs north-east and south-west, and is unobstructed from its source to its mouth. Its first tributary is Smith's Brook, where there is a grist and saw mill. The dam closes the stream. Above it, $2\frac{1}{2}$ miles, I reached Cameron's Brook, which is clear along its whole course. Two miles further up, on a good sized stream, is erected Donald McRae's grist mill. These two dams are the only ones on any of the numerous tributaries of the Black River. The Warden, McRae, informed me salmon make their appearance in October, and that then the streams are full of them. Trout are earlier. I saw great quantities of the latter about the bridge, over which the main road passes. They were of a very large size.

11th September.

Sunday.

12th September.

I visited, this day, Salmon River and Robertson's Brook. The former was, at one time, so I was informed, much sought by salmon, but continued poaching with spears has effectually done its deadly work of destruction. The river is unobstructed. A few trout yearly ascend it; but the gaspereaux take to an adjoining stream of fair size, viz., Robertson's, which, all the residents agree, is one of the finest resorts of these fish on the whole of the Bras D'Or Lake. Last spring they were unusually numerous. It is at the present time without anyone to look after it, and people do pretty much as they please, and it would appear most advisable, that either some one on the spot should be paid to keep order or that Mr. Kyte, who is the nearest Warden (living at St. Peter's), should give a portion of his time to this brook; though the employment of some one living on the stream itself would be more effectual to check unfair practices while the fish are passing, Mr. Kyte being 7 miles away.

13th September.

The steamer being detained by a heavy storm, did not arrive last evening, nor until six this morning, when I took passage for Port Hawkesbury, to finish my inspection of the rivers of Cape Breton.

14th September.

I drove from Hawkesbury to Mabou Bridge, 40 miles, arriving there in the evening.

15th September.

With the Warden, Mr. Benvie, I drove to McDonald Bros.' mill, on McDonald's Brook, a tributary of the south-east Mabou, entering about 8 miles from the tide-way. There is but this mill upon it, with a dam about 10 feet in height. The brook is really a fair-sized river, and this dam prevents either trout or salmon from ascending further. Gaspereaux do not go up either branch of the Mabou, but spawn near the tide-way in the numerous brackish ponds that stud the intervals on both sides of the river. A fish-ladder is much required at McDonald's, and he takes no care to keep mill rubbish out of the stream.

I then proceeded to Benjamin Worth's mill, on the main river, about 10 miles from the tide-way. His dam is unprovided with a fish-pass, and completely bars the way. Nothing can get beyond it. He has, however, taken precautionary measures to save his sawdust, &c., from escaping, and hauls it out of the interior of the mill and deposits it in holes and ponds away from the stream. About 3 miles above Worth's, Archibald McDonald has a mill and dam which is another total barrier to fish, and he permits all sorts of refuse to drop into the water. On Mill Brook, about $\frac{1}{2}$ a mile from the tide-way, are situated John McKeen's and Thomas Fraser's mills. The stone dam at the former was carried away, some time ago, by a freshet, and never replaced, the miller running his machinery by the aid of a long wooden sluice, which leaves the brook open. Fraser's remains standing yet; but fish are rarely seen at any time in this brook. It is not of much importance, and as they save their sawdust, &c., is not detrimental to the main river. On George's Brook, which enters the main river about 3 miles from the salt water, are placed Francis Gasper's and Bryan Dwyer's mills. The latter is $\frac{1}{2}$ a mile from Gasper's. Both are unprovided with fish-passes. This river is spawned in by hundreds of salmon yearly, but the dams I have mentioned do not interfere, as the sandy beds where the ova is deposited are some distance below. The stream appeared clear of sawdust, &c.

I visited, also, Glendyer's Brook, running in near the tide-way. It is stopped by several dams, the first being at the cloth mills owned by McDonald Bros. The dam, which is about 12 feet in height, was built, at considerable expense, of heavy logs, and ballasted with earth and stone, and to place a serviceable fish-ladder here would not only cost a large sum, but could not be done without weakening this structure to a great degree, so much so that a heavy freshet, in all probability, would sweep it away. These factories, and the machinery they contain, are very valuable,

and do a large business throughout the Island and other parts of Nova Scotia, and the carrying away of the dam would entail, not only a heavy loss in repairs, but also in the breaking up of the establishment for a time. The few fish that might enter the tributary would hardly be an equivalent for enfeebling this industry, and I would suggest that the stream be permitted to remain in its present condition.

16th September.

I ascended the south-west branch of the Mabou and found it clear up to Donald McDonald's mill, 7 or 8 miles from the tide-way. His dam crosses the entire width of the river. It is about 8 feet in height and without any fish-ladder, but he opens a flume while fish are in the river to allow them to pass through. There is but very little sawing done here during the year, and the mill does no injury I find, as above this the stream becomes very small; besides, salmon are known to spawn on the sandy beds below. This is the only mill on the south-west branch. The gaspereaux spawn in the brackish ponds near the mouth.

On my way back to Hawkesbury I visited the Little Indique and Indique Intervale Rivers, and learned from Graham, the Warden, there were no mills upon either of them. They discharge into the Gulf of St. Lawrence, about 15 and 18 miles, respectively, to the southward of Mabou Harbor. Four miles on, by post road, I came to McDonald's Brook. There is a grist mill on it, about 4 miles from the road and $2\frac{1}{2}$ from the sea. Salmon and trout frequent all these streams. Three quarters of a mile nearer Hawkesbury is Graham's River; it is unobstructed and said to be the most prolific in salmon and trout of all the rivers on this coast, except the Margarie. It is 5 or 6 miles in length from the sea to its source, where it takes its rise out of numerous springs. Half a mile from Graham's I reached Campbell's Brook. Salmon and trout enter this stream also to spawn. It is clear its entire length, viz, 4 miles. Driving on for 2 miles from Campbell's stream, I came to Long Point River and found it stopped, about 2 miles from the sea, by Dr. Chisholm's mill dam, and $\frac{1}{2}$ a mile above by A. Chisholm's. Neither dams have fish-ladders nor passes, and are about 12 feet each in height. As this is a salmon and trout stream also, the millers should be compelled to open their dams or erect ladders, the greater part of the river being at present cut off.

17th September.

I drove for 8 miles over to River Inhabitants, a very large stream emptying into the sea, near the Straits of Canso. It is yearly visited by large quantities of salmon, trout, shad, bass and gaspereaux, and is of considerable length. The first tributary joins about $1\frac{1}{2}$ miles below the tide-way and is called the North-West Arm, at the head of which a Mr. Brown has a mill, 5 miles up, on a brook bearing his name. He takes no care to keep his sawdust, slabs, &c., out of the stream, and the rubbish has been, for some time, not only a detriment to the fish, but an injury to his neighbors intervale lands. The next tributary is McDonald's Brook, entering the main river $1\frac{1}{2}$ miles from the tide-way. It is clear and unobstructed. Two miles above is Camerou's Brook, also free and without stoppages. The forks are about 1 mile beyond. On the west branch there is a mill about $1\frac{1}{2}$ miles from their junction, owned by Donald McMaster. He appears to endeavor to keep his mill rubbish out of the stream, and I am told, when fish are in the river, opens his dam to let them pass up. On the north branch the only obstruction is the dam of the grist and saw mills belonging to Allen McCole, situated 5 miles from the stream's junction with the west branch. The sawdust is carted away.

Having finished the rounds of visiting the principal rivers and their tributaries in the Island of Cape Breton, I would beg to add, that on my way there, having heard a rumor that a special request was being pressed for a supervision, separate from the rest of the Counties of Nova Scotia, I was especially careful to give every stream within reach a thorough inspection, and to furnish my report thereon as fully as lay in my power. This occupied me but 35 days, at a cost of \$104.

That salmon are not so numerous as they were formerly, I can readily believe; but one has not to seek very far to discover the reason. I find the three principal causes of the decrease in fish as follows:—

First,—Poaching, that is sweeping with nets and spearing, especially during the spawning season.

Secondly,—Over netting in the estuaries, and

Lastly,—The stoppages by milldams, and the defiling of the tributaries or nurseries of the main rivers with sawdust and mill refuse.

Efficient and energetic Overseers and subordinates are, in themselves, the power to do much to remedy these evils, but so far as poaching extends, until the law is amended, and arrests permitted to be made of the offenders, little can be done.

Where disguises are invariably assumed by the law breakers, identification in nine out of ten cases is impossible at night. But should the fishery officer have power to detain the guilty party caught in the act, and examine him with his blackened or otherwise painted face, restored to its usual color, his false hair or woman's garb removed, without proceeding so far as incarcerating him, the poacher could be identified then and there and afterwards fined. A few thus caught would have a most salutary effect, and tend rapidly to break the poaching down. Again, the close distances permitted by law between set nets, especially in small estuaries, is in many cases injudicious; nor will the miller, until forced, take any care of his sawdust, open his dam, nor give any assistance to river fish, while he believes, indeed knows, that nine-tenths of them never reach his mill, but are secured by the nets outside and the poachers on the river, before they have a chance of getting there.

18th September.

Sunday.

19th September.

Returned to Port Hawkesbury, and engaged conveyance to Guysboro'.

20th September.

In Guysboro', commenced inspection at once.

About 20 miles to the north-east, running into Goose Harbor, is a large river of that name, which is free from mill dams, but about 1 mile from the tide-way, there is a very heavy fall, about 15 feet in height, beyond which no fish have ever passed, and where a ladder is much needed, or it could be made accessible by blasting. It is a fine river and worthy the expenditure of a moderate sum to put it in proper condition. Eight miles nearer Guysboro' is the Clam Harbor River, on which, distant from the main road 1 mile, is also a fall or drop of the river's bed, which denies the fish further progress. It is about 10 or 12 feet in height, and could be easily surmounted by a ladder or blasted away, similarly to that described on Goose Harbor River. At present the stream is useless.

Milford Haven, at its head, is entered by a stream called Intervale River and has two forks, the north one being clear and frequented by salmon. The Middle Branch or Middle Valley River is very small. It has a dam open it near its junction, but the river is not of sufficient value to warrant the expenditure of a ladder. On the south branch, close to where it joins the main river, are situated first, Cameron's fulling mill, with Hughe's sawing mill a short distance above; both dams require ladders, or, failing those, an opening should be made round the sides, which I think would answer the purpose, and the banks are favorable to its being effected. At present fish cannot pass. Not more than an eighth of a mile above these mills, there is a small natural fall which could be improved by blasting. There are many lakes at its source, and the river is worthy of being cared for.

21st September.

Ascending Salmon River, which runs into the head of Chedabucto Bay and is clear for 12 miles up to Neal's Lake, I visited Chisholm's mill on the northwest branch about $\frac{1}{2}$ a mile from the lake. I found here a very serviceable ladder, kept in good order, and was told that gaspereaux freely take to it. I saw a great deal of

rubbish about the mill in the stream, but the owner had been ill for some time and unable to attend to it. I then walked across to Kenny & Kennedy's saw mill, distant about 4 miles from Chisholm's, on the north branch, also flowing into Neal's Lake. The dam here is from 12 to 15 feet in height and the stream is in a very bad state, with sawdust, slabs, &c. The fall or cascade a short distance up above, would not interfere with the fish were a ladder placed on the dam, as before the latter's existence salmon have been seen 4 miles beyond it. The Giant or Joint Lake settlement, a tributary of the Salmon River, is clear for nearly 20 miles, where McPherson's mill dam stops the way.

The northwest and northeast arms of White Haven River are unobstructed, Dover Bay, Cole Harbor and Larry's River running into Tor Bay are all perfectly clear. New Harbor River, abounding in all kinds of river fish, takes its rise in Ocean Lake and empties into the bay of that name. The lake is fed by many small streams. There are no obstructions anywhere.

Isaacs' Harbor River is a magnificent stream, of quite 30 miles in length, its source being near the Salmon River road. The mill which stood near its mouth at the tide-way has been removed and the dam cut away to allow fish to enter. Mr. Tory, the Overseer of the County, informed me that it is a famous salmon river, and that in nets in the estuary this season salmon have been taken at a very much earlier date than before known. These fish are supposed to be of the St. Mary's River breed, and as the fish, of late, have not frequented the latter river in anything like such numbers as before, it is conjectured that they are driven away to other streams by the pollution of the water in the harbor by lobster factory refuse.

22nd September.

Before visiting St. Mary's, I went up Country Harbor River and saw Mason's mill, situated, on Cross Roads Brook, a tributary running in about 2 miles from the tide-way. It has no ladder and the stream is choked with sawdust, slabs, &c. On the West Brook another Mason's dam, 15 feet in height, blocks it, and I saw a pile of mill rubbish below it, 10 or 15 feet in height and about 25 feet in length, and the whole river further down filled with slabs and sawdust. This was one of the most famous spawning grounds of Country Harbor River. The mill dam is $\frac{3}{4}$ of a mile from the main river and about $3\frac{1}{2}$ from head of tide. Hearing there were a number of mills further up, I took the road into Goshen and, on the way, crossed North East Brook, flowing into Country Harbor Lake. Close to the main road I saw Geo. Sinclair's old mill dam; it is now in disuse and should be opened.

Six miles from the cross-roads is situated Polson's mill dam, on a brook running into Polson's Lake which discharges into Eight Island Lake. It is about 300 yards wide by 15 feet high and shuts out everything. Sutherland's dam, at the foot of Polson's Lake, is also a barrier. Further on, Nichol's dam and Sinclair's, both on brooks emptying into Eight Island Lake, are in a similar condition. This lake may be considered the source of the Country Harbor River. It is about 10 miles from the sea.

Crossing over from Goshen I came upon Murray's Brook, a tributary of the east branch St. Mary's, and passed Stewart's mill dam, which obstructs it about $1\frac{1}{2}$ miles from its junction, and descending the east branch reached Fisher's Mills situated about 2 miles from where it joins the east fork of St. Mary's River. There is a good ladder here, but it was full of rubbish and somewhat out of repair, and the river below much choked with logs, edgings, &c. Still going down stream I arrived at McKeen's mills, on a tributary of the East River, and found the fish ladder placed here, in good order and the stream free from rubbish about it. Many gaspereaux, I was told, took to it last spring. The East River is clear for 20 miles up, but some of the tributaries at its head have mills upon them.

I drove up to the West River, to Archibald's mill, 7 miles from the forks on Glencross Brook. Gaspereaux have, of late years, taken to this stream, and last spring there was, so I was informed, a very great number, and the miller was forced to open his dam. A short ladder is much needed to give a proper passage. The dam

is a low one, not exceeding, I should say, 5 feet. There is another mill, owned by Archibald, on a brook, bearing his name, about 1 mile from the forks; but it is a very insignificant stream. Proceeding further up the West River, I reached Hatlie's Brook, about 12 miles from the forks. It requires a fish-way. Above this the main river is clear for 17 miles, where one meets a rolling dam, owned by Alex. McDonald, or McDonnell, of Sherbrooke, and he has a waste-gate placed in it, which is movable. It is unobstructed from this to its source, where a good many large streams enter, on which are situated dams; but as soon as the river-driving is over, the waste-gates are opened to allow fish to pass up. Below the forks there are no mills, but poaching on all these streams is carried on to a lamentable extent, the most difficult to detect being the sweeping at night with nets, as no torches are used. The Wardens assure me it is impossible to prevent it, as they cannot, during the time the fish are running, remain up watching every night, and their districts cover many miles of water. There are numerous complaints of the practice of the lobster factory hands depositing the offal in the harbor, and of the trap set between Island Harbor and Goose Island. It is said the wing of the trap reaches, seaward, $1\frac{1}{2}$ miles, and is never cleared of the dead fish from the time it is set, in May, until taken up, in October, and that these, decomposing, drive salmon from the shores.

21th September.

Drove to Antigonish by coach, and took passage in the train for Halifax, having been absent nine consecutive weeks.

25th September.

Sunday.

26th, 27th, 28th, 29th and 30th September.

Employed at home in writing up my rough report from notes, making fair copy of report of progress for transmission, and furnishing duplicate expense accounts for the Agent.

Hon. Minister Marine and Fisheries.

FRED. H. D. VEITH.

HALIFAX, N.S., 1st October, 1881.

FORWARDING REPORT OF PROGRESS.

HALIFAX, N.S., 1st October, 1881.

SIR,—I have the honor to report that I have this day forwarded, through Mr. Rogers, my report of progress for the past month.

I have the honor to be, Sir, your obedient servant,

FRED. H. D. VEITH.

Hon. Minister Marine and Fisheries.

DIARY.

FOR THE MONTH OF OCTOBER, 1881.

1st October.

In Halifax.

2nd October.

Sunday.

3rd October.

I took the train for Londonderry Station, Colchester County, on the Intercolonial and thence by stage to Great Village.

4th October.

Drove to Economy. I visited first, with Mr. Davison, the Overseer, the new mill now being erected by Messrs. McKeen & Miller. The dam they propose having there, near the tide-way, will be, I was informed, a low one, covered by several feet of water at high tide, and, therefore, no detriment to fish passing. I then ascended the river for 2 miles and reached Murphy's mill. There is a ladder here which they

were repairing. One mile further up I came to McKeen & Mullin's mill, where there is also a ladder in a fair state of repair. I observed a great deal of mill rubbish about both mills and no precautions taken respecting sawdust.

5th October.

I drove on to Harrington's River (13 miles), which runs into Cobequid Bay, at the extreme west of the county, intending to visit that first and take all the other rivers on my way back to Economy. I found, 3 miles above the tideway, on this stream, Thompson's grist and saw mill. His dam is unprovided with a fish-ladder. Above this the river is clear.

6th October.

Returning, 1 mile east of Harrington's river I came to North River, and ascending it $\frac{1}{2}$ a mile from the tide-way I came to Boyd's saw mill, where there is a ladder in good preservation, and $\frac{2}{4}$ of a mile up stream, Thompson's saw mill stands, where, also, a ladder is placed.

Still returning easterly, I reached Bass River (Five Islands). It is quite unobstructed, and I am told a great many salmon go up it. One and a-half miles nearer Economy, I reached East River, where a Mr. Corbett has a mill and dam at the tide-way, furnished with a ladder of the down-stream pattern.

7th October.

Seven miles east of Economy, Bass River runs into the bay; a fine stream, upon which are situated the mills of the Union Furniture and Merchandise Company. A fish-ladder is built here, close to the mill. It was damaged and full of rubbish when I visited it, but the foreman promised me it would be immediately put in order, an undertaking which Mr. Davison, the Overseer, said he would supervise. I visited, also, McGlossen's mill-dam, 1 mile from this—a very low one—and I should say, in time of freshet, would not interfere with fish passing. I visited Port au Pique River, $3\frac{1}{2}$ miles from Bass River. It is unobstructed by mill dams. Also, the Great Village River, 6 miles beyond which is clear up to the Londonderry mines (this river is now useless to the fisheries from its pollution by mineral substances).

8th October.

I visited the Folly River, which is not dammed anywhere. It is 4 miles to the eastward of Great Village. The De Bert River joins it at De Bert Village. There is a very low dam at McCulloch's mill, but it is no impediment to the fish while they are running. Five miles from De Bert River the Chegana se enters the bay. No mill dams are visible for many miles up, though I was told there were several on small streams near its source.

9th October.

Sunday.

10th October.

Weather unfavorable for inspection.

11th October.

The morning still storming. In the afternoon, with Mr. Blair, the Overseer, I drove to Richard Christie's mill dam, on the Salmon River. It is about 5 miles from Truro and 4 from the tide-way. One mile above it is George N. Christie's. Both are in no way detrimental to the river; but there are great quantities of edgings, &c., thrown about and filling up the river.

12th October.

Visited, with Mr. Blair, Scott, Hengley & Son's mill, 16 miles from the tide-way, on the Salmon River. The dam is harmless, being a winged one; but for some distance down the river, there are piles of edgings. Sawdust and other mill rubbish appear to be freely thrown in at the mill.

Immediate action on the Overseer's part is very necessary, as the first freshet will carry all this down the river everywhere. One mile below is situated McMullin's mill. The dam here is about 10 or 12 feet in height, and a good fish-ladder is badly wanted. Nothing at present can get beyond this dam, and there are good spawning grounds above. The river, about the mill and below it, is in a very dirty state, with sawdust and piles of slabs and edgings.

13th October.

Drove over to Tatamagouche, 30 miles.

Visited Waugh's River, running into Tatamagouche Bay, and ascended it for 6 miles, until I reached the rolling dam (belonging to Messrs. Mathewson & McKay) of the Balfour mill. It is about 12 feet in height and 200 feet in length, or rather width, of the old Government pattern, stretching down stream. It is said that salmon have never been seen above it, but that I cannot vouch for. It is, however, similar in structure to many, or nearly all, I have seen throughout the Province, in which, I regret to say, I have very little confidence. Between the dam and the tide-way, extending about 2 miles, are good spawning grounds. Above this mill the river forks, and on the south branch, 2 miles up, there are very heavy falls, beyond which fish never pass. On the north branch, again, there are also impassable falls, 3 miles from the junction of the branches. They are estimated at 70 feet in height. Poaching is carried on to a very great extent, so Mr. Gass, the Overseer, informed me, during the months of October and November. It is checked as much as possible, but I am told not to any great degree. The poachers go in gangs, and while one party is being watched the others are securing the fish. They are disguised as well, and identification rendered out of the question. Mr. Gass thinks, and with some reason, perhaps, that it is as well that the salmon do not get to the upper part of the river, as watching there would be impossible, and the salmon would suffer to a greater extent than at present, when only the lower spawning beds have to be cared for.

I visited also French River, running into Tatamagouche Bay. It is clear to Porteus' mill, 6 miles from the tide-way. The dam is about 6 feet in height in time of freshet. There is no ladder. Between this dam and the head of the tide there are also good spawning grounds, and Mr. Gass told me that poaching is not so much carried on as at Waugh's River. The people are more law-abiding and open to being reasoned with. Neil's Brook enters on the west side of the French River, and salmon have been known to spawn here also. As there are 3 miles of spawning ground on the main river besides, this brook, affording a large and sufficient breeding ground, I am inclined to think, with the Overseer, that perhaps it is better that salmon should not be permitted to ascend higher, as they are thus brought more under the officer's immediate protection and care during their spawning.

15th October.

Returning to Truro, I visited Geo. Nelson's mill, on the west branch of the North River, about 10 miles from the Forks. The dam is about 15 or 16 feet high, and has no ladder. Sawdust, slabs, edgings, &c., in fact, every description of mill rubbish is thrown into the stream, and may be seen down to McCallum's mill, 2 miles below, where there is another dam 10 or 12 feet in height. There is no ladder or any convenience to enable fish to get up. This miller also deposits all his refuse in the river and it is choked and dammed everywhere. Reaching the Forks, I ascended the south branch, and visited Marshall's mill, 2 miles up, and 3 above it again, Stewart's. Fish-ladders are not required on either of these dams, as they are very low and covered when the river is high. The same evil, however, exists here, with regard to mill rubbish. There are piles of it all about the mills themselves and down the stream. That salmon could spawn below some of these dams, with a mass of sawdust, slabs and edgings continually coming down over them, is difficult to believe, but in the streams where no dams exist, such as some of those flowing into Cobequid Bay, I hear on all sides, what I very readily credit, viz., that they abound in salmon every fall.

All the fish-ladders I have hitherto seen in this county are of the old pattern, a description of make unsuited in every way to Nova Scotia rivers, and in nearly every

case useless, because they lack the necessary wings to guide the fish to them, that are added in other countries where heavy ice and timber-driving are unknown.

Down-stream ladders require guides or wings, but they would not stand an hour against a spring freshet in one of our rivers.

16th October.

Sunday.

17th October.

Writing up rough report and expense account from my note book.

18th October,

Violent storm of snow followed by rain.

19th October.

Took the train to Amherst, to visit the rivers in Cumberland County.

20th October.

Thanksgiving day and general holiday.

21st October.

I drove from Amherst to Oxford, to visit River Phillip, the Black and Little Rivers, arriving in the evening.

22nd October.

I visited R. A. Woods' saw mill on Black River, a tributary of River Phillip, which it joins about a mile from the tide-way. I found there was no ladder or fish-pass in the dam built across, and no provision made against sawdust dropping in. Edgings, however, are kept free of the water.

Going up stream for 2 miles, Woods' saw mill was reached. Here there is neither a pass for fish nor any care bestowed to keep out mill rubbish.

There are no other mills on this stream, and I only mention these on account of the sawdust they contribute to the River Phillip. Of itself the river is worthless for breeding purposes. The mines at Spring Hill and the salt springs that empty into it together render it too unhealthy, and in its best days, I learn, fish passed it for the purer waters of the main stream.

I then visited the woollen factory dam, at the junction of the Black River with River Phillip. Although this structure is by no means high, and it is said that salmon have been known to leap it, still, seeing it, as I did, under favorable circumstances, with what is termed a good head of water, I felt certain, from its protruding apron, a salmon's getting over it would be, if not an impossible, yet a difficult feat. The capture of parent fish is here, now, in full operation, and the officials of the "Breeding Establishment" do not, at present, desire that the salmon pass upwards out of their reach; but, when it is contemplated to open up the river, the first ladder built should be here placed.

I then went on to Rufus Thompson's mill dam, $1\frac{1}{2}$ miles beyond. It is very wide, and not more than 5 or 6 feet in height in full freshet season. On the west side is visible a neglected and most unpretentious fish-ladder, the solitary one on all the dams from the tide to source of the river. Its position is most unfavorable, and grade too steep ever to have been worthy of being classed as serviceable. It is said that salmon have at times leaped the dam, but that is scarcely possible; the water appears too shallow below it. Gaspereaux do not now get beyond the woollen factory, and many complaints are made to me by up-river settlers of the unfairness of their deprivation, by the millers, of these fish for their families' use.

I proceeded, next, to Weatherhead Bros.' dam, $\frac{1}{2}$ mile up stream. It is about $3\frac{1}{2}$ feet in height, without any ladder or fish-pass. The mills themselves are harmless, being situated about 200 yards from the river's brink. Further up and about 5 miles from tide-way, Richard Black's mill is situated on a tributary of the main river, called Tilley's Creek. The dam is about 6 feet in height and impassable. It stands about 50 yards from the main stream. Sawdust is thrown in, but nothing else. I learned that not much sawing is done here, the timber being nearly all cut away.

One mile above Black's mill, on a tributary called Polly's Brook, and about 250 yards from the main river, I found Hugh McLellan's mill. This year he took down the old one and erected a new building, and in doing so permitted an immense quantity of old slabs, edgings, &c., to flow down the stream. These have now blocked the entire space from the mill to the main river, and will, if not removed soon, be driven there by the high freshets. A mile distant from here is built on the main river, Messrs. Oxley and Bros.' mills. The dam is about 8 feet high. It possesses no ladder, sawdust is freely thrown in, and the mill is kept in a most disgraceful state with edgings, slabs, &c. Rupert Duncan's mill stands $\frac{3}{4}$ of a mile above, with a 7 foot dam, without ladder or pass. Although he plentifully bestows all the sawdust upon the stream, I noticed some care was taken to keep it clear of other refuse. Still ascending, I reached within $\frac{3}{4}$ of a mile Davison's Brook, on which tributary, about 250 yards from the main river, is situated Duncan & Hegg's factory. The water about it shows the absence of all mill rubbish, except sawdust. That goes into the brook. A Mr. Schurman has built his mill 1 mile from Duncan's, on the main river, the dam being about 7 feet in height. His sawdust also drops into the water. There is no fish-ladder or pass. The river forks $\frac{1}{2}$ a mile from this place.

On the west branch, 1 mile from its confluence, is situated Sherman's saw mills and Philip Stonehouse's grist mill, with dam of 8 feet; no ladder. Above it the river is clear for 15 miles. On the east branch are the following dams: Thomas Taylors, being nearest the junction of the forks (2 miles). Its height, I should say, was about 9 feet. Half a mile beyond is Thomas McAlman's, of same height, $\frac{1}{2}$ a mile from this Johnston and Ripley's, and 1 mile further up, Jackson's. Two miles distant, Stewart's is built, and $2\frac{1}{2}$ from Stewart's, Purdeys stands by the side of his grist and saw mill. The whole of these obstructions are destitute of any provision either for fish to ascend, or for keeping the sawdust and grain husks out of the river. Edgings and slabs are everywhere thrown in. Above the last named mill there is clear water for more than 10 miles.

River Phillip is thus obstructed in 17 places by mill-dams, and its only spawning grounds are some $\frac{1}{2}$ mile of gravel beds, between the head of the tide and the woolen factory.

I next visited Little River, joining River Phillip, at the tide-way. It was not considered a good fish river before the mills on it were built. On none of the dams are there fish-ways, and sawdust and other refuse are plentiful in and about the stream. The first mill is owned by Edward Thomson, $\frac{1}{2}$ of a mile from the salt water. Two miles above, Black Bros.; 1 mile beyond, Thompson Bros.; a quarter of a mile distant, Messrs. Johnstone & Co's.; and a $\frac{1}{2}$ mile further on, George Thompson's. The rest of the river is clear.

23rd October.

Sunday.

24th October.

Drove from Amherst to Pugwash (30 miles).

25th October.

I went up the Pugwash River for 5 miles, until I came upon McPherson's saw and grist mill. They are situated just at the tide-way. The dam, which is 8 feet high, has no ladder or other means to enable fish to get beyond it, and I saw a considerable quantity of edgings lying about the mill, which a freshet will soon sweep down stream. I believe, some years ago, Mr. McPherson did have a ladder in his dam, but it was broken away by ice, and never replaced. There are 8 miles of good water between this point and McArthur's saw mill, at the foot of McArthur's Lake, but at present, denied both to salmon and gaspereaux. Large shoals of the latter, I am told, were seen in the tide-way last spring. I cannot think they could spawn below the mill, for the water, when I saw it, was thick with sawdust and buckwheat shells. McArthur's dam is without a ladder.

Leaving Pugwash River, I drove to Wallace village, 10 miles distant.

26th October.

With the Warden, Mr. Murphy, I visited the Wallace River. I found, at the tide-way, a saw mill owned by a company, but commonly known as Carr's. The dam is about 10 feet in height and 300 feet in width, with a fish-ladder, in apparently good repair, placed on the west side close to the bank. I questioned the Warden and others who had closely watched the ladder during the time the gaspereaux and salmon, in past seasons, were running, but no one had ever seen or heard of any fish being in or above it. The heaviest flow of water is naturally towards the centre of the dam, and I can readily believe that the ladder would not answer where it is, for the current to draw fish upwards to it is very slight. The river is a fine one, and would be largely visited by salmon, &c., but to attain that end, a better contrivance than that I have mentioned, to overcome this obstacle, would be necessary. With respect to the sawlust, all that is made is thrown in the river, and the edgings deposited outside of the mill, in the same careless manner as at McPherson's, on the Pugwash.

I would suggest, as a remedy to this barrier, which is a very important one to surmount (there being good gravel beds between it and the next dam), that one of the new ladders, of Mr. Rogers' patent, be built in the centre of the dam. It is the only pattern that can be of any benefit, the existing one proving to be of no service whatever.

I drove $1\frac{1}{2}$ miles above Carr's mill, to Messrs. Howard's saw and grist mill, with dam 15 feet in height and 60 yards in breadth. I saw a portion of a ladder on the bank, at the west side, the greater part having been broken and carried away some time since. The dam is a complete obstruction at present. Sawdust and the refuse of the grist mill are all allowed to escape into the river, but it is comparatively clear of edgings and slabs.

Above Howard's, 6 miles, a Mr. McLean has a saw and a grist mill. The dam is without any fish-way, and the rubbish from both buildings is permitted to reach the water or is thrown in. Just above McLean's the river forks.

On the east branch, 1 mile from the confluence of the two streams, Amos Purdey's disused mill stands, and I hardly think the dam could be classed as an obstruction, for it is very low, and would be covered during a freshet. There are no others above. On the west branch or fork, about 2 miles up, a Mr. Hunter's dam stretches across from side to side, without a fish-way. There is nothing of any consequence higher up to prevent fish ascending.

27th October.

Heavy rain, followed by a violent gale, deterred me from continuing my inspection, and I was detained all day at Port Phillip, the ferryman considering it unsafe to attempt crossing in the scow. The bridge is down.

28th October.

I visited this day the Shinimicas River, with the Warden, Thomas R. Smith, first inspecting the dam of Timothy Brownell's mill, at the tide-way. The ladder which was formerly erected here has been carried away, and never rebuilt. Rubbish from the upper portion of the river blocks up the pond and jams the stream all about the mill. The dam is about 8 feet high in moderate water, the tide flowing nearly to its base. Salmon are reported almost extinct, but gaspereaux, in small numbers, still come as far as the mill, and unable to proceed further, it is said, are forced to spawn in the brackish waters. Bass are seen here also. Good ladders are wanted on all the mills up to the forks, as above that point there are extensive spawning grounds; but it would be useless to re-stock the river with salmon in its present state, all the dams on it being complete obstructions.

Ascending for 2 miles, I reach a grist mill, with a 10 foot dam, belonging to Samuel Somers. Great quantities of shells of buckwheat, &c., are thrown in from this establishment, and thicken the water everywhere. It is said fish dread this

foreign matter more than they do the sawdust, and I believe the practice of sweeping it in to be most injurious, and should not be permitted.

Within 2 miles of this, Messrs. Smith Bros. and Messrs. Mathewson & Dickie have each built their saw mills, with 12 or 13 feet dams, and Smith & Doyle's, 3 miles above, is about 10 feet in height. The river here forks at the mill pond, the south branch being clear to its source, with the exception of the stoppages at Geo. Gilroy's and Robert Morris' dams, which are 1 mile apart. It is a broad stream, with sand and gravel bottom, the precise locality for spawning.

On the north-west branch there is but one barrier, about $1\frac{1}{2}$ miles from the junction of the two streams, viz, at John Beherrel's mill. It is 12 feet in height. Two tributaries enter the Shinimicas, some $2\frac{1}{2}$ miles from tide-way. The western one is clear to Fiadlay's dam (5 miles), the southern one to J. Smith's saw and grist mill, the latter doing much injury both to their own, and the main river, by sawdust and buckwheat husks.

29th October.

Drove from Amherst to Young's mill, on the Hibbert, 23 miles distant. There is here a fish-ladder, of considerable length, by the side of the mill, and from its interior construction, grade and situation, I should say, would be very serviceable for gaspereaux, though I am strongly in favor of a greater width than this possesses, to succeed well with salmon. Although I cannot deny these fish can, and have ascended ladders of 5 feet in breadth, still I feel certain one of 7, or even 8 feet width, with the buckets proportionately farther apart, on large rivers, would be found doubly successful.

At this mill the edgings are burned away from the water, but quantities of log bark and sawdust are shovelled in. There are many mills on the creeks and brooks that enter this river, all of which permit their sawdust to escape. They are as follows:—

On Mill Brook	R. Christie.
“ West Creek.....	T. Christie.
“ Mcfatt's Creek.....	Landall Bros.
“ Mill Creek.....	Kelley.
“ Lallas Brook	Lallas.
“ Woods' Creek.....	Woods.
“ Barnes' Creek.....	Barnes.

The great body of sawdust which flows from Young's mill, on the main river, and from those on the creeks and brooks, is, it is everywhere said, destroying the shad and gaspereaux fisheries. At Minudie, especially, a resident informed me, the favorite feeding grounds of the former are covered with a deposit of some inches, and that of late seasons, i.e., since these mills have been in full operation (Young's averages 3,000,000 of sawn feet yearly, to say nothing of all the others), the catch has dwindled down to a mere nothing. In casual conversation with one who had lived for a number of years at Machias, a small town in the State of Maine, he stoutly asserted, and referred me to the Commissioner of Fisheries of that State to corroborate his statement, that their famous shad river at that place was, soon after the large saw mills were erected, abandoned altogether by those fish, a circumstance solely attributed to the sawdust on their feeding grounds.

I cannot exactly say with certainty what it is shad delight in feeding upon that attracts them so powerfully to our shores; but I believe it to be the spawn of the other fish (most likely herring) which now object to the sawdust-covered bottoms, and just as the cod, already spoken of in a former report, from the inability or unwillingness of the rock fish to deposit the ova they once greedily hunted after and devoured in Musquadoboit Harbor before sawdust was so thickly strewn there, have left it altogether, so shad forsake the old feeding grounds at Minudie and elsewhere, the inducement to resort there no longer existing.

The decrease in gaspereaux is owing, no doubt, to the pollution, hitherto, of their spawning beds in the mouths of the creeks and brooks, &c., the river before being impassable beyond Young's mill.

I drove from Young's mill to Parsboro', a distance of 17 miles, to visit the rivers in and beyond that locality, arriving the same evening.

30th October.

Sunday.

31st October.

I drove from River Revelle, flowing into the Bay of Fundy, 14 miles from Parrsboro'. It is said that salmon never was in any number, owing to a heavy fall a short distance up (about 2 miles), and so the mill-dams upon it have been unmolested. I saw, however, large quantities of sawdust coming down, and the same complaint is, on this part of the coast, also made of the great destruction of the feeding grounds by its deposit, together with that of Fox and Ramshead Rivers. That the fisheries on this side of Cumberland County have deteriorated seriously is an undoubted fact, the causes being attributed, and with much reason, to sawdust and trawl fishing—the latter wrongly capturing too great a proportion of cod and had-dock heavy with spawn; and not only that, but the owners neglecting to take away the fish caught, leaving them either to rot off the line of themselves, or remaining, become too far decomposed to be of any use, are cast off, and thus pollute the water and frighten other fish away.

Fox River, about 12 miles from Parrsboro', has two mills upon it, to its great injury—Charles Smith's, 1 mile from the salt water, and Robert Carrs', 1 mile beyond. At the former I saw the remains of an old ladder, useless from its steep grade when first erected, and at the latter no provision attempted to be made whatever—the stream full of sawdust and, in places, choked with old logs, &c., which had come down. On visiting Ramshead River, 8 miles from Parrsboro', I found that a Mr. DeWolf, who, in addition to his old mill-dam, where I found a decayed and moss-covered portion of a badly constructed ladder, has built a new dam at the mouth; but this, I am glad to say, will prove no detriment, as the tide ebbs and flows over it. His foreman assured me the old dam was shortly to be removed, and when that is done the whole river will become perfectly open for fish to ascend.

Diligent River, 1 mile to the eastward, is a very small, insignificant stream. It boasts of but one mill (Robt. Ward's) 3 miles up which stops it. Its contribution of sawdust is, however, clearly visible.

I returned then to Parsboro' and drove 8 miles to Moose River, on which, in the tide way, is situated Jones' mill. The tide here rises to within a few feet of the top of the dam, and the miller tells me he opens a large log sluice, I saw in the centre of it, at high water, and permits any fish below to pass into the mill pond. Should the miller do as he states, and the salmon be spared, at the foot of the dam, from spear and net, I do not think any further assistance to them would be necessary. It never can be of much value as a fish breeding river, as a short distance above the mill there are very heavy natural falls, one 100 perpendicular feet in height.

The inspection of the Parsboro River itself will be shown in my report for November.

Hon. Minister Marine and Fisheries.

FRED. H. D. VIETH.

HALIFAX, N.S., 5th November, 1881.

FORWARDING MONTHLY REPORT OF PROGRESS.

HALIFAX, N.S., 5th November, 1883.

SIR,—I have the honor to report that I have this day forwarded to Mr. Rogers, for transmission to the Department, my report of progress for the month of October.

I have the honor to be, Sir, your obedient servant,

Hon. Minister Marine and Fisheries.

FRED. H. D. VIETH.

DIARY

FOR THE MONTH OF NOVEMBER, 1881.

I visited the Parsboro' River and found the mills upon it as follows: Nearest the tide, which flows to its base, stands Fred. Yorke Dickie's, with its delapidated, broken ladder, never at any time serviceable, but now represented by a few decayed boards. The miller stated to me that salmon always leap it; but I cannot readily believe this assertion, especially as the mill pond above is so blocked, from end to end, with old logs and *débris*, that a fish could only land on that, instead of in the water. The next two above are close together, and are, respectively, owned by Mr. Newcomb and Messrs. Viccory & York. The dam here is 8 feet in height, and on the far side, from the mill propped against the stringer of the dam at an angle of 45 degrees, is a more feeble representation of a ladder than Mr. Dickie's.

These mills have been forced to save their rubbish, and but little is seen in the stream. Mr. Smith's saw mill above, however, is less cared for, and I saw a good deal of edgings, slabs, &c., about in the water. Salmon, so I am informed by an old resident, seldom, if ever, went up beyond this point when no mill-dams existed. The rest of the river is clear for many miles up. Leaving Parsboro' River, I drove back, on the Amherst road, to Southampton, and visited Messrs. Atkinson & Co.'s dam at the woollen factory, on the Maccan River. It is in height about 10 or 12 feet, and unprovided with a fish-ladder, or any other means of allowing fish to ascend further. Below this place, 1 mile, Mr. M. L. Tucker, has erected his saw and grist mill; although the dam is a low one, it requires a ladder upon it, for, at present, salmon could only surmount it with difficulty, on account of its protruding apron. Descending the Maccan further on, I discovered, about 2 miles below Tucker's, a new mill in course of erection. The dam is not yet built, and it might be deemed advisable to order the miller to put in a suitable ladder while it is in the course of being constructed, and to be under the supervision of a competent person to avoid any difficulty hereafter. W. C. Filmore is the proprietor of the new mill, and proposes erecting his dam either this fall or next spring.

River Advocate, flowing into Advocate Harbor, is entirely free from obstructions, as are also Nassau, Laplanche and Missiquash, the latter visited yearly by thousands of gaspereaux.

2nd November.

Returned to Amherst, and having completed my inspection of the rivers of Cumberland County, I returned to Halifax.

3rd, 4th, and 5th November.

Employed in writing up my rough report from notes and in preparing duplicate expense accounts, and copy of report of progress, for transmission.

6th November.

Sunday.

7th November.

At home, in Halifax.

8th November.

I took the coach to visit Mush-a-Mush and Martin's Rivers, two good fishing streams, in Lunenburg County, that I was unable to inspect before, and to carry out a request of Mr. Rogers, that I would proceed to Bridgewater and see that the fish-ladder at Cook's dam, which he had given orders, sometime ago, to be constructed there, had been properly built, and further, that on my return to Halifax, I was to visit the ladder at Hubert's Cove, which had been reported to him out of repair, and ascertain its condition. Mr. Rogers asked me to attend to these duties in his stead, he being anxious to have the matters at once attended to and unable, himself, to proceed thither, owing to the Restigouche Fishery Commission requiring his attendance.

9th and 10th November.

At Bridgewater, in company with Mr. Goddard, the Overseer, I went daily to Cook's dam, where Mr. Calder was at work, constructing the ladder on the east side. He has made it with a grade of 1 foot in $8\frac{1}{2}$ or 9, and $5\frac{1}{2}$ feet in width in its interior, and about 18 feet in length. The locality chosen is an admirable one, and the material used is of the strongest description. It was finally completed, and the water turned on into it on the night of the 10th. I visited it for the last time on the morning of the 11th, when it appeared to be in capital working order, and I must state, has been built with much care and skilful workmanship.

11th November.

I visited, with Mr. Davison, the proprietor, his first dam (at his own request), and he showed me how he had built, over the whole of the space, where the old ladder had been making, it a solid platform with a passage in the centre, which can be now converted into either a natural fish-pass or fitted with a new ladder, and I gathered from him he has completed it so far, awaiting for further instructions to finish it.

12th November.

I drove from Bridgewater to Mahone Bay, and visited the Mush-a-Mush. There was a good body of water in it, and a famous natural fish-way round the east side of the dam, at Messrs. Kolpes & Kiddy's mill. The water course, which all speak here in praise of, is constructed on the same principle, precisely, that I advocated and strongly recommended might be applied last April, in the case of Mr. Davison's first dam, beginning some 5 or 6 feet above the dam and running around its end in almost crescent shape. Salmon, trout and gaspereaux all find their way up this pass or water course of Messrs. Kolpes & Kiddy's. A quarter of a mile beyond, Nichol & Zwicker have a saw mill, and about the same distance beyond, a Mr. Ernst has a grist mill. Both have made provision for fish to get up, and beyond there are no mills whatever on the stream.

I then went on to Martin's River. It is too shallow near the mouth to be a favorite with large fish, but the people about catch what they require of the alewives, that visit it in abundance yearly. Langel's saw and grist mill stands just at the tide-way, but fish can pass and find a clear, unobstructed run of about 5 miles up stream.

13th November.

Sunday.

14th November.

Took passage in coach, and on my way back to Halifax, I stopped at the mill at Hubbert's Cove, to carry out Mr. Rogers' instructions about the ladder, but I found the Overseer, Mr. Fitzgerald, had been before me, and that he had seen to the defect in the ladder, which was then in good running order.

15th and 16th November.

In Halifax, writing up my last week's work, official correspondence, &c., &c.

17th, 18th and 19th November.

In Halifax. Urgent private affairs.

20th November.

Sunday.

21st November.

In Halifax. Urgent private affairs.

22nd November.

Left Halifax by train for Stewiacke, Colchester County, and visited the Stewiacke River. It is a very large tributary of the Shubenacadie, and upwards of 30 miles in length.

There are no mill-dams or other ob-tructions upon it, from its source to the sea. I learned from many of the settlers, and from the Overseer, Mr. Pollock himself, that salmon have, of late years, been steadily decreasing in this river, and it appears very difficult to define exactly the cause. The poaching that at one time was extensively carried on near its upper waters has almost ceased to be practised altogether, and very legitimate netting is done. The only two causes to which may be attributed the falling off, at least, as far as I can gain any knowledge of, are—first, the extraordinary quantity of eels that yearly frequent this river, in numbers far beyond any thing known in other streams, and, which it is said, devour the salmon spawn, and, secondly, to the shoals of large bass that seek the mouth of the river at the tide-way when the young fry or smelt are coming down to the sea, and prey upon them. After making searching enquiries in every possible way in my endeavor to account for the decrease in salmon, I am unable to point to any other causes for it than those given, nor can I suggest any means to adopt as a preventive. Time, however, may perhaps alter the present unfortunate position of these fish.

23rd November.

I drove from Lower Stewiacke to Little River, on which there is a dam, owned by a Mr. Graham. It is situated about 5 miles from its junction with the Stewiacke River. The miller here has built a small ladder in his dam. It is about 35 feet long, with a grade of 1 foot in 10, and about 3 feet in width. There are not many fish visiting this stream. Sometimes small salmon (grilse), shad, or a few gaspereaux are seen at this dam, but they soon find the ladder and pass above it.

The manner in which this ladder is placed is on precisely the same principle as that adopted by Mr. Rogers in his new model. It is built in, not below the dam, and I have it from the reliable authority of eye-witnesses that every fish which arrives at its foot continues its upward course, without difficulty, into the pond above. This is one of the best proofs of the fact that the only method to ensure success is to make the opening of the ladder flush with the dam itself. I have repeatedly urged this in my former reports, and I can point to this ladder in evidence of the correctness of my advocacy. I may mention that the large ladders built on this plan, by Mr. Rogers, at the mills on the Liverpool River, have this year been most highly spoken of, thousands of fish having gone through them.

24th November.

I visited the lower part of the Shubenacadie River, below the mouth of the Stewiacke. Gaspereaux are deprived of their old haunts by mill-dams on a tributary called Green's Creek, which enters the main river 9 miles from Stewiacke Station, and which takes its rise in Otterhouse Lake. There was once, so the old settlers told me, a very fine fishery in this stream; but it is now destroyed by these obstructions. It is possible a few gaspereaux might yet yearly seek to ascend, and perhaps by assisting them at these barriers the lake may again become the favorite breeding place for these fish, it was formerly. The first mill-dam I found is situated in the tide-way, which flows up against it to the height of 7 or 8 feet. It is owned by a Mr. Sanderson. The second 5 miles up, is at the foot of the Three Mile or Otterhouse Lake, and belongs to the Messrs. Short. I would suggest that these millers be at once notified to place suitable ladders in their dams. They would have ample time to build them during the winter, and put them in before the heavy freshets come in the spring. I believe a splendid gaspereaux fishery could be here revived.

25th November.

I left Stewiacke this morning for Shubenacadie Station, and from thence drove 8 miles to Gay's River, the largest tributary, next the Stewiacke, of the Shubenacadie River, and visited Cook & Anand's saw and grist mills. The dam at this place is about 8 feet in height, and has never had any fish-way placed in it. As the whole of this beautiful stream, with this exception, is unobstructed its entire length, and could be restored and made a valuable fish river, I would suggest that the

millers be notified to place a ladder in their dam during this winter. In conversation with Mr. Cook, he expressed his willingness to fulfil the terms of the law in this respect, if it were required of him, and a model or some such guide given him to go by, as he was ignorant of the proper method of building a ladder. One and a-half miles above this, a Mr. MacKay has a mill and dam on a stream bearing his name, but the amount of sawing done by him is very small, and I do not think it affects the river at all, nor do I think it necessary, with such extent of water before them, to allow the fish to enter this tributary. I visited another tributary of the Shubenacadie entirely, about 2 miles from Milford, upon which Messrs. Woodworth & Annes have a mill; but I saw that they were removing the machinery and all other mill-gear from it, to use in a new steam saw mill they have erected near the large bridge which spans the Shubenacadie on the Gay's River road. The dam they propose throwing open at the old mill site, and thus leaving that brook. At the head of the Gay's River there are two other mills on tributaries, but there are vast breeding grounds throughout the river's length before reaching there.

I proceeded this day to visit the upper portion of the Shubenacadie, including that where the canal locks formerly stood. At Barney's Brook, where the last one nearest the tide was situated, I found, not a vestige was left, the river was quite open, and a large body of water was pouring through. Ascending the river 4 miles, by road, I reached the old Elmsdale Lock. Here I saw the remains of the dam, and learned that the clearance was made by the settlers in the vicinity. In cutting away a portion of this obstruction and leaving the greater part of it remaining, it is evident that those who operated had an eye to their own interests, for, as it stands now, it affords the greatest possible facility for poaching; in fact, there being no official within 5 miles, to prevent it, every shad or bass could be secured, by a net, as soon as it reached the narrow entrance to the water above. I would suggest that a small sum be granted to enlarge this passage, and as there is no Warden for this part of the Shubenacadie, that an assistant be appointed, whose duties should include the supervision of the netting, from this obstruction to the "run out" of the river, at Grand Lake. The Overseer, Mr. Colter, does what he can, but has too many miles to superintend, and while visiting one end of his beat, poaching is actively carried on at the other. I proceeded futher up stream, until I reached the old Enfield Lock. Here, a clean sweep of all the obstacles that formerly stood, has been made, and the river is perfectly clear. I then visited the site of the fourth lock, at Horne's settlement, about $\frac{1}{2}$ a mile from the Grand Lake itself, and found the old dam that had remained at this spot for so many years, to the detriment of the river, had been destroyed completely and carried away. This locality, from its remoteness from the main road, is extensively used to carry on poaching operations against any fish arriving on their way to their favorite haunt, the Lake, and great complaints were made of fishermen from Halifax, during the season, making the place the scene of their Sunday depredations. I noticed, however, that the Overseer had posted placards, in conspicuous places, warning people of the penalty they are liable to, for breaking the law, and he tells me, that since they have been put up, he has had few, if any, complaints made to him.

With regard to the fishing, by the use of nets, along the river, I am convinced, from the position of the stakes driven in, in numberless places, to attach the head lines to, that it is by no means legitimately carried on. Fences are built out from the shore, of impenetrable stick and brush work, and, in many cases, extend a third of the way across; the stake on the other side, showing that between these two points the net is set, and of course stops every fish. In other cases, the net stakes are driven in, thus taking up one-half of it, instead of one-third. In fact, the Overseer should have the greater number of these either taken up or placed as the law permits, and the brushwork fences removed altogether. I would again strongly urge the appointment of an assistant to Mr. Colter, especially to look after these waters, between Elmsdale and Grand Lake, where the Overseer cannot make a daily visit, living, as he does, from 8 to 10 miles away. Bass and shad have been more numerous in the Shubenacadie this season than for years past.

27th to 30th November.

In Halifax.—The winter having now set in, and the inclemency of the weather rendering it imperative to close river inspection for the season.

HALIFAX, N. S., 1st December, 1881.

FRED. H. D. VIETH.

FORWARDING REPORT OF PROGRESS.

HALIFAX, N.S., 1st December, 1881.

SIR,—I have the honor to report that I have this day forwarded to the Inspector of Fisheries my return of duty, performed during the month of November.

I have the honor to be, Sir, your obedient servant,

Hon. Minister of Marine and Fisheries.

FRED. H. D. VIETH.

HALIFAX, N.S., 3rd August, 1882.

SIR,—I have the honor to state that, accompanying my report for July, I have added two rough plans of the country through which I have passed, but although these are made from actual survey, yet they are not drawn to any scale nor were any measurements taken, but I append them so as to give a general idea of the position of the dams, and also of the proposed cutting at East River.

I have the honor to be, Sir, your obedient servant,

Hon. Minister Marine and Fisheries.

FRED. H. D. VIETH.

REPORT OF PROGRESS.

PREPARED PURSUANT TO ORDER OF ACTING MINISTER OF MARINE AND FISHERIES,
DATED 22ND MAY, 1882.

1st, 2nd and 3rd June, 1882.

Having been requested by the member for Lunenburg to report to the Department the condition of Larder's River, as it now is, and the cost of clearing it out, I proceeded thither as soon as my commission reached me.

I briefly referred, in my diary, on the 19th March, 1881, to this tributary, but I have now made a thorough examination of it, and beg to report as follows: It is about 5 miles in length, from its exit at Lake Ramsay to its junction with the Gold River, and formerly, I gather, furnished the residents, at what is termed the Lake Settlement, at New Ross, with abundance of salmon and trout, both for sale and domestic use. For upwards of 20 years, by a grant from the Crown Lands Office, this river has been closed by a dam, originally erected by a Mr. Lance, and his sons are the present proprietors of it and the adjacent saw mill. These are placed just at the "run out," as it is termed, of Lake Ramsay. From the time the mill was erected to the present day, no precautions have been taken to prevent the sawdust and other mill rubbish from entering the stream, and so an accumulation exists, not only immediately below the mill, but the piles of old edgings, &c., blocking the stream, are traceable all down to the main river, and in some places form impassable barriers to fish. I have made as accurate an estimate of the cost of clearing this river, its entire length, as I have any means of doing, and I should say, to open it up properly, a sum not less than \$200 would be necessary. After reaching the main river, which is called Gold River, I descended it to the Big Falls alluded to in my diary of 22nd March, 1881, in order to form an estimate of the cost of blasting them away, for unless the main river is put into proper order to allow fish to ascend, the opening up of the tributary would be useless. The cost of blasting away the falls, so as to permit the gaspereaux, which hitherto have never been able to reach the upper portions of Gold River, would entail an expense of not less than \$250, and until these natural obstructions are removed on the main stream, I cannot urge the necessity of clearing out Larder's River, which is but a tributary. In fact, if any money be granted for this district, the requirements of the main river should first demand an expenditure. Gaspereaux never, at any time, got over the Big Falls, they sought a tributary about

7 miles from the sea, called the "Branch," and it would be a great boon were means taken to allow these fish to reach the settlers about New Ross, for at present they derive no benefit from the river whatever. The gaspereaux being all secured by the residents on the lower portion of its waters, and the salmon, which only arrive there to spawn, are not only unfit for food, but it is against the law to catch them at that time of year.

I would suggest then, in order to give satisfaction to the whole settlement at New Ross, and its vicinity, that the first money granted for the improvement of Gold River, or its tributaries, should be expended upon putting the main river in an accessible condition by blasting and breaking down these falls, and permitting that valuable fish, the gaspereaux, to reach its upper waters. This done, Larder's River might be taken in hand to be cleared, and a ladder placed at Lance's mill to open up the way to Lake Ramsay.

The distance from either the tide-way up or from New Ross down to the Big Falls is from 8 to 9 miles, there is no road or path, and in places by the river's side it is almost impassable, so that this inspection occupied me several days altogether, and one night in the bush.

I have not suggested placing a ladder at the heavy natural obstruction referred to, on account of its remoteness from any habitation, for unless a watchman was camped, during the season, close beside such a contrivance, it would be converted by the poachers on the river (and their name is legion) into a trap to secure every fish entering in, while by blasting a channel the fish could pass straight on with little chance of being stopped owing to the formation of the cliff on either side.

4th June.

Sunday.

5th June.

Drove from New Ross to Chester Basin to catch coach next day

6th, 7th and 8th June.

Took coach for the head of St. Margaret's Bay. In my report for last year I mentioned my inability to proceed further up Indian River than the foot of Indian Lake, but I determined now to visit the whole of the obstructions upon this river, especially that above this lake, and, therefore, prepared for a hard tramp of 18 miles and a nights camping out (I append a rough topographical sketch to give an idea of the country). The upper rolling dam is an obstacle that has given much trouble. Mr. Samuel Murphy, the Game Warden, complained of this place, and stated to me that he had, after much trouble, succeeded in getting young salmon put in the North River; but that the dam, at the head of Big Indian Lake, stopped their return. I was anxious, therefore, to see this place, and I found it almost similar to the rest of Mr. Todd's rolling dams, built with an apron on the sluice-way, and perfectly inaccessible to fish. I opened the gate of sluice-way, and crossing the dam returned by north-west stream and Welche's Brook. These are quite open. The Mr. Todd alluded to is owner of the large mills at Margaret's Bay, and of the whole of the dams on both Indian and Ingraham Rivers. Meloin's dam (so called) I found completely closing the river, though by this date, Mason, the Warden, has, as he intended, cut an opening through it I have no doubt.

At Rhino's dam, $3\frac{1}{2}$ miles from the sea, a fragment of the old ladder remains. We met Mr. Todd, Overseer, here, and, by his permission, we cut away a portion of the dam sufficiently large to permit the salmon to get up.

9th June.

Returned in coach to Halifax.

10th June.

In Halifax.

11th June.

In Halifax. Sunday.

12th June.

Took the train for Kentville, having been specially requested by some of the principal people of that locality to visit and report upon the existing state of the Gaspereaux River. The fisheries of which are, it is said, ruined. Before doing so I consulted the Inspector, and he approving, I went.

I visited the lower part of the Gaspereaux, from the first fresh water pool upwards to Benjamin's mill, and I found, as described, the river banks and bottom covered with sawdust and shingle shavings. While the mill is in operation between six in the morning and six in the evening the water more resembles porridge than anything else I can compare it to. The inhabitants here make most grievous complaints. They say their gaspereaux fishery is destroyed, that, whereas at one time, before this mill was erected, they had multitudes, both for sale and domestic use, of these fish; now they can get none. It does appear most unjust that one man should have such a monopoly, and to be permitted to drive his mill without any care for the rubbish, daily falling from the saws, being kept out of the water and destroying a most valuable fishery.

I inspected, also, the fish-ladder. This has been a bone of contention ever since its erection, and there are numbers of people who still disbelieve in its efficiency. I can only say that I can see no fault to be found in the ladder itself, for I, having a guide with me who carried his rod and line, killed a salmon between 2 and 3 miles above it—a positive proof that salmon do ascend by its aid. Still the fact of their being so many mill hands about, who poach, makes me more than suspicious of its being used as a means to trap fish while ascending, and I know that much poaching does exist, for I have had a reliable statement made to me of a party of men, whose names were withheld, sweeping with nets in the upper pools. It would be very desirable to place one of Mr. Rogers' new ladders in this dam of Benjamin's, and so prevent the unfair catching of fish, for it would be placed in mid-stream, and not easy to get at, while the present one is quite close to the bank.

I, this day, ascended the river as far as Lane's mill, about, I should say, 8 miles from Benjamin's, or the White Rock Mills. Here fish can pass, but, I think, salmon can spawn below this structure. There are good and ample grounds for that purpose, before reaching it.

Between Benjamin's mill and Lane's, I found two rolling dams, used only for stream driving, but when the gates are lifted, there is nothing to hinder fish coming up. Salmon have been caught in former years at Lane's mill and above it; but I can get no information of their being seen there recently. They were in those days found late in the fall of the year, far above Lane's, spawning on the gravel beds. Very few gaspereaux, this year, came into this river. They have been decreasing, year by year, without doubt. It is believed, and with good reason, that they are abandoning the locality on account of the sawdust, &c.; and I am told that a numerous signed petition is on foot, begging the Department to enforce the law against the pollution of the water, and to assist in restoring to the residents on the river their fisheries.

15th June.

I visited the Cornwallis River, which I had to om't last year. There is but one mill upon it, called West's. It is situated about 5 miles from the tide-way. Salmon ascend the Cornwallis River for about 7 or 8 miles, where they reach good spawning grounds. Gaspereaux do not frequent this stream.

16th June.

I returned, by train, to Halifax.

17th June.

In Halifax.

18th June.

In Halifax. Sunday.

19th June.

I, to-day, took the train for Bedford, and then drove up to the mills at the head of Sackville River, which have been so much complained of. I saw a considerable quantity of sawdust in the eddies and laying along the banks. I notified the millers that I was instructed and empowered to bring upon them the full penalty of the law, if they did not take measures to prevent their sawdust from falling into the river. They professed their willingness to comply with the regulations, and promised to make receptacles for the mill rubbish, so as to keep it clear of the water.

20th June.

In Halifax.

21st June.

I again visited the mills on the Sackville River, and found a marked improvement; there was nothing like the quantity of sawdust discernible, and I noticed they had been taking steps to comply with the law, in so far as lay in their power. These mills are situated about 5 miles from the tide-way. I will, by frequent visits, cause this nuisance of sawdust to be stopped. When the millers see that it is determined they shall respect the law, they will give up resisting as useless.

22nd June.

On receipt of instructions from Mr. Rogers, a complaint having been made to him by a Mr. Nickerson, that the gaspereaux ascending the Shubenacadie River, were prevented, by a fall, from proceeding further than the old lock at Fletcher's Bridge, I took the train for Shubenacadie, intending to make a complete survey of the river, and see for myself this obstruction as well as whether the reported excessive netting was actually carried on as letters to me represented.

23rd June.

I, this day, visited the whole of the lower part of the Shubenacadie River, and saw no actual violation of the law. The season for gaspereaux is passed, but the nets for shad appear to be fairly set. There is a practice of sweeping carried on in this river, as in many others, that is most destructive, but it is a very difficult matter to catch the poachers in the act. The river is a long one, and while one part of it is being watched, the poachers, who have means of finding out where the warden's whereabouts may be, sweep the other part, and quantities of fish are thus unfairly caught.

24th June.

Having seen the whole river from the tide-way to Hornes', at the run out of the Grand Lake, I came on to Wellington and made my survey from there. I have appended to this report a rough outline of a map, showing the number of lakes in this vicinity. The dam is marked and shown as Fletcher's Lock; the fall of water about 4 or 5 feet over sticks of timber, bolted with iron rods, to the heavy rocks at the bottom of the water-course. When this is removed, the gaspereaux will have a free passage to all the lakes I have described. King's Lock is quite open and clear, and so are all the others, except the one at Fletcher's. One or two parties monopolized this place last spring and the fish congregating below the fall, and unable to get further on, were all secured by them, hence the complaint made to Mr. Rogers in reference to it.

25th June.

In Halifax. Sunday.

26th and 27th June.

I started again for Wellington Station, and, on arriving, made arrangements with Mr. James King, and his son, to assist me in clearing away the obstruction at Fletcher's Lock already spoken of. I was anxious to do this to prevent a numerous signed petition, from the inhabitants about here, being forwarded to the Department, and by removing the obstacle, save the office a useless correspondence.

I took a boat and rowed on the Grand Lake, to where the shad and bass nets are set all along the eastern and western shores, but I saw nothing illegally placed; all seemed quite legitimate and in accordance with regulation. On the morning of the 27th, Mr. King, his son and myself, with necessary tools, drove to the dam and commenced the work of clearing it out. We cut through the timber and floated it down stream out of the way. We then took part of the old stone walls on each side of this waste gate and threw in heavy rocks and smaller stones, and so converted what, after the dam was cut away, was a rapid, unbroken sluice into eddies and miniature pools, so that it makes a most perfect fish-pass, while dipping is next to be impracticable.

Lakes Thomas and Charles are about the centre of the chain, and from them the water runs in both a northerly and southerly direction; that to the north emptying into Grand Lake, which becomes the Shubenacadie River from its outlet, and the southern issue discharging into a small creek at Dartmouth. This year, I may mention, the gaspereaux struck up this place, but were stopped by a heavy fall below the "Skate Factory." Were this opened up by a ladder, the residents of Dartmouth, and those about the lakes I have described, could have gaspereaux not only entering these waters from the Bay of Fundy side, but from the Atlantic side as well, and a valuable fishery could be fostered, worth probably, thousands of dollars to the district.

28th June.

Returned in the morning to Halifax.

29th and 30th June.

In Halifax, writing up reports, making out disbursement (duplicate) accounts &c., &c.

FRED. H. D. VIETH.

Hon. Minister Marine and Fisheries, Ottawa.

HALIFAX, N.S., 4th July, 1882.

REPORT OF PROGRESS FOR JULY.

I have the honor to state, as a preface to this Report, that my wife's dangerous illness precluded the possibility of my being away from home for a lengthened period for the first part of the month, and so in order not to be idle, I investigated sundry complaints made to me of the violation of the Fishery Laws, visiting the rivers near Halifax where salmon were then running, and aiding the Wardens in carrying on their duties.

LIVERPOOL, NOVA SCOTIA, 1st August, 1882.

1st July.

In Halifax.

2nd July.

In Halifax. Sunday.

3rd July.

I drove this day to Prospect, to visit the river there, a report being made to me, that they had blocked up part of the lower end of the river with stone, in order to secure the fish ascending. I found that the story was but partly true. The settlers had placed an obstruction across, in order to dip gaspereaux, but it had been ordered to be taken away by the Warden, just before I reached Prospect, and the river was clear when I saw it, I ascended it for some distance, and found everything satisfactory. I then returned to Halifax.

4th July.

In Halifax.

5th July.

I drove to-day to Shad Bay, into which flows the Nine Mile River. This year I learn from sportsmen and others, that a very unusual quantity of salmon had entered it. The Bay is too much netted, but I saw no nets illegally set. I went up the river as far as Shad Bay Pond. This is a noted place for poaching, but it is not carried on in the day time. The mischief is done with sweep nets at night. The Warden lives 7 miles away, and cannot be always watching this place, and it would seem very advisable if another Warden were appointed, who would live on the lower part of the river, as its protection at this place is most necessary. Gaspereaux were very numerous during the past spring, and large catches were made. I saw nothing wrong during my visit.

6th July.

In Halifax.

7th and 8th July.

I drove to Pennant River, and crossing the lake in a boat, went down its east side all the way to the sea. This is considered one of the best little rivers all along the south coast of Nova Scotia, and furnishes abundance of both gaspereaux and salmon. A great many of the latter were taken this season in the nets which I found legitimately set in the Bay, and also by sportsmen, with the fly. Strange it is that the gaspereaux, this year, were not found in the river in anything like the numbers in former years, and the fishermen do not know in what way to account for it. Having seen that all was well on the lower part of the river, I went next day up to the head of Sheen's Lake, where a branch of the Pennant River runs in. This is a famous stream for gaspereaux, and in the season an excellent fishery is carried on here. Salmon frequent it also. I found everything in good order. I then went up the other branch, which exits from Scraggy Lake. Many barrels of gaspereaux are here yearly taken, and I think the main body of the salmon take to it in preference to the eastern stream. I saw net stakes driven in here against the law (but no nets), I destroyed them. I ascended the river to the foot of Scraggy Lake but observed nothing further illegal.

9th July.

Sunday. In Halifax.

10th July.

Went this week to Bedford to visit the Sackville River, in compliance with my instructions, and found things very satisfactory at the mills. They are saving their sawdust; at least, I saw none that was quite fresh, in the water. The fishery in Bedford Basin has been steadily declining for some years, and can only be accounted for by the fact that the spawning beds have been so polluted by these mills, salmon could not or would not spawn there. It is hard to make the fishermen believe the falling off is not due to the hatchery being there. This is the common belief.

11th July.

I received a note from Mr. Howe, the Auditor, in Halifax, stating a man living in Herring Cove was ruining the lake called Pine Island, and MacKintosh's Runs above it, by taking all fish entering, with a net, with which he completely stopped the river. Mr. Howe asked me to see to it. I drove down there this day, and visited the place indicated; but on this occasion there was no net set. Knowing my being on the spot would be soon made known to the man, and that it was useless to try, by waiting, to catch him in the act, I came away, but on my way homewards I met the Overseer, who, it seems, had heard of this depredation too, and he promised to see to it, and, if possible, fine the man, if guilty.

12th July.

I drove down to Little Salmon River, and inspected it from its source, at the foot of Lake Major, to the sea. Although Mr. Wilmot has put some thousands of

young salmon here, there has not, I learn, appeared to be a very marked improvement. From where the fresh water meets the salt, there extends a long channel, running through sand flats, for about 3 miles, until it meets the sea-coast.

There is no place where poaching can be carried on with greater facility. I allude to what is termed sweeping. The Warden lives about a mile and a-half up the river, and although he has tried several times this season, he has not been able to catch the poachers; but vast numbers of salmon are caught here and sent to Halifax, where they are shipped to the States. The river is in a very clean condition. I visited its whole length, and found no obstruction, such as drift timber, &c., nor is there ever any netting or spearing in the pools. But to the excessive catching in the channel, I am sure, is due the scarcity of salmon. There was a fair number of gaspereaux passed up in May last.

13th July.

I visited, to-day, the upper portion of the Nine Mile River, and descended it some 10 miles. There were a great many salmon and grisle in the pools. One gentleman took, with rod and fly, 5 large salmon in one day, at the Grand Falls. There does not appear to be any poaching done, or, if any, it must be only in a slight degree, hardly affecting the river. But there are too many nets set now in the bay, which, if continued, must be detrimental if pursued many years without restocking. The river is clear of debris, and in good order.

14th and 15th July.

In Halifax, writing up notes, &c.

16th July.

In Halifax. Sunday.

17th and 18th July.

I stated, in my Report, last year, my inability to reach and return from, in one day, the upper portions of the Ingraham River, which is distant from Indian River 5 miles westerly, and is about 26 miles from Halifax, from which place I drove down to the river's mouth.

Here I engaged a man as guide, and purchasing some provisions as we would be obliged to camp out for one night, we began ascending the river and crossing the dam at Snake Lake, took the eastern side of the lakes upwards and camped at the Rolling dam, 14 miles from the sea. I have drawn a rough topographical sketch of the position of the lakes we passed until we reached the foot of the Great St. Margaret's Bay Lake; here we could go no further, and indeed it was hardly necessary, for salmon are seldom ever seen beyond the Big lake, into which flow a vast number of small brooks at the mouth of which salmon are frequently seen spawning. At some of the rolling dams we found the gates lifted, but others we were obliged to open to let up the fish then in the river. These dams are partly owned by Messrs Todd & Polley, of the Margaret's Bay saw mills, and are similar to those I have described owned by the same firm on the Indian River. A better provision for the fish is necessary, as in some places at such times as the water is less than a full flood, fish could not get beyond. We came out by a wood road in the morning of the 18th and returned, where I found an order awaiting me to proceed to East River and report upon a proposed cutting between it and Hubbard's Cove River.

19th July.

I took the coach for East River, and immediately set about procuring a man to accompany me, but failed to get one to go alone, so I took an old man and his son and purchased some provisions. This was all I could do to-day.

20th July.

We started very early and went up the river and camped that night at the foot of the Bad Lake. The walking was so bad that we only reached this place in time to pitch camp for the night.

21st July.

We started again at sunrise and reached the proposed cutting between Coolan's Lake and Dauphiney's Lake. It is about $\frac{1}{2}$ a mile across, as shown on the maps I have drawn, and about 10 miles from the post road. The object of this cutting is to divert the whole of the water of the upper part of East River, including Coolan's Lake, Westhavers Lake, Timber and Indian Lakes, with others above them, by this trench or canal, into Dauphiney's and so into Hubbard's Cove River, by damming the foot of Coolan's Lake. This will destroy East River and in doing so would greatly injure the coast fishery in its immediate neighborhood. It would, I am sure, be an injustice to the settlers and fishermen near here, were Mr. Todd, of the Margaret's Bay mills, permitted to make this cutting and build this dam.

We then came down the north side of Dauphiney's Lake and camped at Dorey's Lake for the night.

22nd July.

We came out of the woods early this morning and so by the main road back to East River again, where I paid off my men up to the night before.

23rd July.

Sunday. East River.

24th July.

In compliance with directions from Mr. Rogers, I took the coach for Bridgewater, reaching there the same night.

25th July.

At Bridgewater, writing up rough report, &c., from notes.

26th July.

I visited the La Have River and saw the new ladder placed in the dam by Mr. Davison. It appears to be a very good one, but it is very narrow, not more, I should say, than 4 feet in width, but ought to take gaspereaux up easily. The salmon ladder is in the same serviceable state of repair as it was in last year, but no alteration has been made in its position. I made enquiries of the Indians who live near here, and white settlers too; but they tell me there were scarcely any gaspereaux this year; not a half barrel full was taken by all hands dipping, and but three salmon caught altogether. The general opinion seems to be, and I have conversed with several intelligent men, that the salmon have left the river altogether, and that the large-sized salmon that for two or three years back have been caught at Gold River are La Have salmon. I visited the ladder on Davison's upper dam; it is in the same condition as when I last saw it. I then went up to Cook's dam and found the ladder Mr. Calder put in, in good order; I made all the enquiries I could, but could find no one who had seen fish about here.

27th July.

I drove up the river some 10 or 12 miles, and asked everybody I could have any conversation with if they had seen either gaspereaux or salmon as high as that, they all replied: "Not for many years." I think it now an established fact that the La Have ladders do not answer, and as Mr. Wilmot this year has put some thousands of young salmon in the upper portion of the river, it would be most desirable to erect patent ladders in the three lower dams. They require one each of Mr. Rogers' ladders, while on the remaining dams above an ordinary ladder would suit, as the river is not so wide nor the dams so high. I did not visit Petite Rivière for any distance down. I saw the upper dam at Hebb's mill, but there was not much water there, and fish had ceased to run. Mr. Jost has a long and tedious journey of 20 miles to visit this stream. Mr. Goddard, the other Overseer, has but 8. It might perhaps be deemed advisable for the interests of the river (in his being near to protect it) if Petite Rivière were added to Mr. Goddard's district.

28th July.

Took conveyance to Greenfield, and on reaching there visited all the upper portion of the Medway to the Ponhook. At night I took a man and boat and went down as far as Bear Falls. It was said men used to sweep the pools at night, but I saw none on this occasion, and we went at midnight too. Thousands of salmon and gaspereaux came into the river this year, and the catch was considered very good.

29th July.

Drove all down the Medway for 14 miles to Mills Village. The river is kept in excellent order, and the passes at the different falls are all open. There is a dam being erected at Salter's Falls for the pulp mill. This year it was only a temporary one, and had a small opening in it, so fish got through; but if it is in contemplation to place a high structure here, the company should build a ladder in it at the time of its construction.

30th July.

Sunday. Drove over to Liverpool.

Drove with Mr. Sellon, the Overseer, to Milton, and saw the ladders placed in the dam by Mr. Rogers some time ago. One was a little out of repair, but the fish got through with ease. I personally saw a salmon in the upper bucket of the upper ladder, and the people about tell me large quantities of salmon and gaspereaux went through. The ladders are built in the dam, and are admirably adapted for gaspereaux; but I am of opinion that in large rivers a much wider ladder, on the same principle, would be found an improvement for salmon, although these do their work very well. Salmon have been seen this season many miles up the stream, and gaspereaux were everywhere. These ladders are similar in their principle to Mr. Rogers' patent, and it would be a great benefit to the fisheries of the Province if they could be placed in all the high dams we have. There would be no complaint of fish not getting up. The efficiency of them is no supposition on my part. I speak positively, and my opinion of them last year has been verified by the number of reliable people who have witnessed fish going up. A great number of salmon were taken with the fly during the run; one gentleman succeeded in killing five in one day above the fish ladders.

Hon. Minister Marine and Fisheries.

FRED. H. D. VIETH.

3rd August, 1882.

FORWARDING ADDITIONAL REPORT FOR THE MONTH OF JULY.

HALIFAX, N.S., 7th August, 1883.

SIR,—I have the honor to enclose, as an addendum, a statement which could not be finished at the time I sent up my last report, and for the completion of which I did not think I was justified in delaying the other papers, as it refers to one item only, viz., the East River, Lunenburg County.

I would respectfully ask that the enclosed may be attached to the monthly documents already forwarded.

I have the honor to be, Sir, your obedient servant,

Hon Minister Marine and Fisheries.

FRED. H. D. VIETH.

NOTE.—With reference to the cutting from Coolen's to Dauphiney's Lake, proposed by Todd & Polleys, I have to say that this firm own a large tract of timber land at and about the upper lakes which empty into East River, and they will either have to bring their logs down that river and raft them along the coast some 20 miles to Margaret's Bay, or build a mill at East River to saw them. In either case the fishery of the river would be seriously damaged, because the continuous stream of logs coming down that small river at all times, when there would be sufficient water to float a log, as is the case on many other rivers in the Province, would not allow the fish to ascend, or leave enough water unoccupied for a sportsman to throw a line.

Instead of this, Messrs. Todd & Polley propose to construct a dam at the foot of Coolen's Lake in order to raise the lake some 8 feet, as the cutting necessary (not to throw East River into Hubbard's Cove River, but to float their logs from the former to the latter) will cost very much less, and as they would only be using, say 2 or 3 feet of water off the surface of Coolen's Lake during the spring months, and the necessary cutting would discharge but a small body of water, and would not decrease the supply in the East River to any appreciable extent. As soon as the logs are through, the gates in the dam will be opened and the cutting become dry, or, if necessary, a good fish-way may be put in the dam.

I cannot see how these men can be prevented from making this outlet for their logs. If, after it is done, it is found that they are seriously injuring the East River, the dam can easily be removed at their expense; but until that is proved, I think they can proceed.

W. H. ROGERS.

CONTINUATION OF REPORT FOR THE MONTH OF JULY, 1882.

20th July.

On going up East River on this date, on my way to Coolen's Lake, I passed again the falls mentioned in my report for the month of May, 1881, and I found the water there very low in the old channel, and fish could not ascend it, while the heavy fall in the new channel is always inaccessible. I beg to quote my description of this place from the former report alluded to.

"Fish have an easy opportunity of ascending, until they are met, about a mile from the tide-way, by a very heavy, precipitous fall. At one time this was not the real channel of the river, but was made in order that the logs might more easily be driven down to the mill below. The old channel was a very circuitous and rocky one, and fish could only ascend it in heavy freshets. Now, by the water being turned into the new passage, where the heavy fall exists, the old channel is useless altogether and inaccessible to fish. The cost of a proper channel would be but a trifling one."

I believe the best plan would be to blast out the old channel sufficiently large to give a free passage and place a small dam across, with a movable gate, so that the water could be turned off completely from it and allowed to flow over the fall at such times as the logs were being driven down, and so not interfere with the miller, and then to be opened and the water diverted from the fall and turned into this fish-pass when the logs had all come down. By these means the difficulty would be obviated, and fish could get up readily, and the value of the river for salmon and gaspereaux breeding be greatly enhanced.

The cost of this would be \$30, a man living near having already offered to do it all for that amount.

If it should be determined to grant this sum, I would submit that it be expended this month; the water being lower now than at any other time of the year, the work could more readily be executed.

A plan descriptive of the old and new channels is herewith attached. (*Not printed.*)

Nets set in the immediate vicinity of the mouth of East River.

I had pointed out to me, before leaving East River, the position of the berths of the nets set near its mouth, a rough sketch of which I append, and I was requested to submit to the Department that the following regulations may be made and ordered to come into force. I beg to endorse the correctness of the views taken:

That no nets be set within the estuary, from Frail's berth, on the one side, and Spruce Point, on the other, and that the present berths, viz., that near the Marsh and the other at Prescott Rocks, may be no longer considered legal.

This would afford a much better chance for the salmon to reach the river, the present berths being considered too near the mouth.

FRED. H. D. VEITH.

NOTE.—On looking over Mr. Vieth's accompanying addendum to his report, I saw on glancing at his sketch, that it entirely misrepresented the locality, and was against the interest of the resident fishermen, and that what he proposes is not only unnecessary, but entirely in the interest of sportsmen. I, therefore, before reporting upon the case, visited the locality, in company with Mr. Redden and Warden Hayes. Two rough pencil sketches will be found enclosed, one made by each of them, on the spot. By comparing these and my own with Vieth's, you will readily see how the latter's misrepresents the place. The nets are not over 30 to 35 fathoms in length, while, according to Veith's plan they would be 150 to 200 yards long. The estuary, also, according to his plan, would be 300 to 400 yards wide, while it is really from 900 to 1,200. The nets being short, there is ample room for the fish to enter. Moreover, the fish are caught on the upper side of the net, as they are passing outwards, as can be seen by the hooks on the nets, even as made by Veith.

Mr. V's plans are very unreliable and misleading. Such modes of conveying information should be accurate, or they are worse than none, for obvious reasons.

W. H. R.

REPORT FOR THE MONTH OF AUGUST, 1882.

HUBBARD'S COVE, ST. MARGARET'S BAY, 1st September, 1882.

1st August.

In Liverpool, writing up reports, correspondence, disbursements, accounts, &c.

2nd August.

I drove with Mr. Sellon, the Overseer, to the licensed fish-traps some little distance back of the town. It is a very large affair, and placed only a short distance from the shore. We took a boat and were rowed all round, and inside it, inspecting it thoroughly, and I can vouch for the cleanliness, neatness, and absence of decaying fish that characterizes this, and which is so objectionable a feature in others. It is a remarkably well managed trap, and reflects not only credit on Mr. Sellon, who supervises its being properly kept, but on those who lease it.

3rd August.

Again, continuing in the morning, writing up from notes, reports, correspondence, accounts, &c. Day very unfavorable; heavy rain and thunder and lightning in the afternoon.

4th August.

Took the mail coach *via* Mill's Village to Bridgewater, *en route* back to Halifax, having finished thus far west. We reached Bridgewater very late at night, being detained three hours on the road by a forest fire, which we could not pass through.

5th August.

The coach did not leave here until 6 o'clock this morning, when we again proceeded towards Halifax, reaching there at 7.30 in the evening.

6th August.

Sunday. In Halifax.

7th and 8th August.

At home, writing up important and necessary additional reports, drawing maps, correspondence, &c.

9th August.

I went to Bedford. I found in the Sackville River no fresh sawdust. The mills were only running on short time, and not making much refuse, the men being engaged in getting in their respective hay crops; but I could see plainly the millers are making an effort to retain the sawdust in bins beneath the mills' flooring. I am told by a Mr. Jack, a resident on the river, that sawdust is "still plentifully bestowed upon the waters."

I must, perforce, not take this quite literally, for Mr. John Fitzgerald, the Overseer, and Francis Tolson, the Warden and Assistant Caretaker at the hatchery, visited these mills and down stream below them, only a day or two previous to my being there myself, and Tolson reported to me, at Bedford, and Fitzgerald, when I met him a day or two after in Halifax, that everything was quite satisfactory when they saw it. A small quantity of mill refuse will escape, no matter how much care be taken; but there is a marked improvement in the condition of the river this year, compared with last. I would earnestly recommend, while speaking of these mills, that a ladder be placed this season, while the water is low, at Hefler's dam, to allow the fish to reach the lake and small streams above, where they could find spawning grounds unpolluted by any sawdust whatever. The want of one has long been felt, and the dam at this mill, debarring the fishes' progress, has much to do with the deterioration of the river complained of. I strongly advocated a ladder being built here, in my report of last year (July 19th)

10th August.

In Halifax; weather unfit to attempt inspection.

11th August.

I again went to the Sackville River, as I wished to learn whether it be true that the mill refuse is, as stated to me since my visit on the 9th, in the day time saved, when people are on the watch, only to be thrown in at night, when the fishery officer is not expected, and there is no one about to see. To do this I was there at daylight in the morning, and travelled for some miles along the bank up towards the mills, in search of fresh signs, but everything was, apparently, satisfactory enough, although Mr. Jack, and a Mr. Black, both living a short distance from the river, mentioned to me that they suspected the evasion of the law, just before daylight, to be really the case frequently. I wrote a brief note to these gentlemen on my return, telling them my instructions were to prosecute any of the millers against whom proof could be brought of actually putting the sawdust in, and begged of them if they were able to have any of these millers caught in the act, they would at once let me know, and I would see that the offenders were brought to book and punished.

I find it necessary, owing to the owners of these mills being very poor, to ask that assistance may be given, by a grant of money to build the ladder, I have before alluded to, at Hefler's dam, which is the uppermost on the river below the lake (the other dams are easily surmounted). I have no doubt they would all join in contributing the wood material, were only part of the labor and spikes, nails, &c., provided them free of expense.

I find a great many salmon and grilse have been seen in the Sackville River during the past two months, especially the latter, which says something for it, after all, in spite of so many dismal prognostications; and, although the fishermen in the Bedford Basin still complain of the dearth of the salmon, compared with former years, yet with constant watching, combined with Mr. Wilmot's yearly adding fresh stock, I believe even this complaint will, in a year or two, no longer be made.

12th August.

Last year I visited only the lower part of the Annapolis River and its tributaries; but I went no higher than the Lawrencetown Mills. I had been called away to King's County, and intended to return and visit the upper portion, together with its magnificent tributary, the Nictaux, but was prevented, and went to other counties and to Cape Breton, and so never reached my purposed destination there. I, this day, took passage in train for Middleton, near which is the junction of the Nictaux with the Annapolis, but found the train went no further than Kentville Station that night, so I was obliged to remain until Monday morning before I could proceed.

13th August.

Sunday.

14th August.

I arrived at Middleton Station in the afternoon and, after driving across to the hotel, on the post road, some distance away, I set about gaining all the information possible to facilitate my inspection, and made arrangements for conveyance, &c., the following morning.

15th August.

The junction of the Nictaux and the Annapolis River is about 9 miles from the tide-way. I began to-day at this point and found the Nictaux quite clear of edgings and sawdust, up to and about the first mill, which is situated $1\frac{1}{2}$ miles from the confluence. The dam here is not a high one, being only 3 or 4 feet in time of heavy freshet, and salmon and grilse have been observed jumping over it, but as both this tributary of the Annapolis, and the Annapolis River itself, are frequented by shad, a ladder of simple and inexpensive structure would be of much benefit to assist these valuable fish. The conformation of the bank on the south-east side is admirably adapted for such a purpose. I should mention that the water falls here very rapidly, and at no other time than the high freshet do salmon and grilse succeed in getting over.

A resident here informed me that this season, when the water fell some 2 feet, he saw the fish trying to jump it; but most of them fell back, unable to do so, and became an easy prey to the night poachers with their sweep-nets. This mill and dam is owned by a widow, whose husband, J. Rogers, died a short time ago. She is in very indifferent circumstances, and barely ekes out a living in trying to conduct her late husband's business, and it would be a charity if some assistance were given her to enable her to have this ladder erected.

I proceeded upwards from here, and 1 mile above, came upon the dam where Chipman and Beale's mill stood. It was destroyed some little time ago by fire, but the dam remains intact. It is situated at the Nictaux Falls, so called, from which the settlement near here takes its name. These falls are about 200 feet long, and in time of freshet, must be very formidable for fish to attempt ascending. They could be much improved by a small outlay in blasting. Two or three good shots, judiciously placed, would be all that is necessary to remedy their abruptness. The dam is 10 or 12 feet in height, and I saw, in the centre, the remains of an old ladder, now broken, decayed and useless. Indeed, it must have been always the latter, for, on measurement, I found the grade was only about 1 foot in 4 or 5, at the outside, which is, notably, too steep for any description of fish. It appeared almost upright. A good ladder is much needed here—one of the new patent would be the best in a dam of such height.

I then went on to Ward & Gate's grist, carding and shingle machine mill. It has a dam 10 feet in height, and has never been supplied with a ladder. But, on crossing over the dam to the west side, I found a gate cut in it, and a small, most inefficient, channel cut round into the bank, and joining the river some 10 or 15 feet below. It is possible that, were this much widened and deepened, it might be made to answer; but it is too accessible to poachers. I learn this firm is very well to do, and, I should say, could not well object to build a proper ladder in the centre of the dam, which would last for many years and open up this formidable barrier to both salmon and shad. I fear their run round, as it is called, was never sufficiently large to have been of any service. Some considerable distance up, I should say over a mile, I reached Samuel and Robert Nickson's saw mill, with a dam about 10 feet in height. There is here no provision made for fish to get above it—neither fish-pass nor ladder. Should a proper one be erected, there would be then a clear run of nearly 7 miles of good water, without any hindrance to shad and salmon, until they reached the gang saw mills belonging to Freeman & Mitchell, formerly owned by Pope, Voce & Co. I may mention here, that gaspereaux are unknown to either the Nictaux or the Annapolis, at least so far up as this, from the latter's junction with the salt water. But besides the shad and salmon, there is a very large species of trout, attaining sometimes 4 and 5 lbs. in weight. I observed, at all the mills I have just described,

that a great deal of care seems to be taken in keeping the water free from mill rubbish. Edgings, &c., are carted away for the residents' firewood, and the sawdust is in some cases taken away and spread as manure over the fields, and in others, piled in great heaps, sufficiently far away from the river's bank to ensure its not falling in. At the grist mill, which was not working when I arrived there, they told me they make a compost heap of the shells on husks, and they find them too valuable to top-dress their land with, to allow them to be thrown in the river; a in practice too common in many other grist mills throughout the Province, and which is more fatal to the fish than even sawdust. Rain setting in, I was obliged to return to the inn, deferring my inspection of Freeman & Mitchell's mills, 7 miles above Nickson's, the last mill visited.

16th August.

Before going up any further on the Nictaux, I determined to see the main river at Lawrencetown mills, which are 6 miles below the mouth of the Nictaux, to ascertain in what condition the dam was, for it would be necessary to make this barrier accessible to fish, before it became necessary to open up its tributary. I visited this place on the 29th April, 1881, and then found the mills in disuse, the gear all removed from them, and everything about them out of repair, while the dam remained intact, and totally obstructing the river. I determined then to make this inspection to-day, and so drove over. I found that a great change had taken place since I had last been there. The property had fallen into other hands, and Mr. Brown had become the purchaser, and intending to run these mills again, had begun to repair them and refit them with new waterwheels and other gear. He had rebuilt and raised the dam some feet, and I found was then employed, when I arrived, in making a cutting or sluice-way on the side nearest the south shore. He contemplated making it 5 feet in width, and proposed driving piles at intervals on either side, which would not only act as braces to secure the dam, but also make breaks, something after the manner of a ladder's buckets. The idea was an ingenious one, and I could not help approving of this measure, assisting, as it would undeniably, the fall run of salmon. I remained all day here, advising him as he proceeded, and by night fall we had the job nearly completed. A false dam had to be made above the cutting as there was a good head of water on. I left him, with a promise to return next day and superintend the finishing, and returned to Middleton.

17th August.

Immediately after breakfast I started again for the Lawrencetown dam, and with Mr. Brown, the miller, and a couple of his men, we made the following work complete, as follows:—The sluice was cut 5 feet in width down to the actual bed of the river (we allowed no flooring), five piles being driven in on either side of the interior to brace everything. Finding the piles did not succeed in checking or breaking the water sufficiently, I directed that one large piece of rock, of suitable shape, should be carried on a raft he worked with and dumped just at the entrance. It settled firmly at the botsom and was a great succes, making a considerable eddy and back water, and allowing a passage for fish to pass on either side. This done and acting on the same principle, we here and there, all down the sluice, placed very heavy, irregularly shaped rocks, which broke up the rapid course of the water into innumerable little eddying pools, and at the foot we threw in a pile of rock which made a breakwater into the sluice and so completed a very reliable fish-pass, rigging a boom as well round its upper end to stop all dirt and *débris* from stopping it up and to keep it clear. I further directed that in case of too much water, in high freshets, rushing through and in danger of displacing the stones, that the upper end should be planked across, leaving only a 14 inch aperture at one side. Next year, when the mill is in operation and he is able to saw the material, Mr. Brown will, I am sure, if called upon to do so, erect at this place a good wooden ladder as a fixture. I returned to Middleton in the evening.

18th August.

I drove, to-day, to Freeman & Mitchell's mills, 10 miles above Middleton, on the Nictaux River. There is here a large gang saw mill, and extensive operations are carried on. I found that they burned their sawdust and edgings, and the river about and down from the mill is cleanly kept. The dam is 12 feet in height, and has no ladder or fish pass. I did not go beyond this place; but I learn that the river is clear above for 11 miles, and that then one reaches a rolling dam at the foot of McGill's Lake, which is of great extent. By small streams into the Nictaux empty, also, respectively, Shannon's and Waterloo Lakes, into which, also, run a number of good-sized brooks, affording good spawning grounds.

19th August.

Returned to Halifax.

20th August.

Sunday. In Halifax.

21st August.

In Halifax, writing up reports, accounts, correspondence, &c.

22nd August.

I visited again, to-day, the Sackville River, reaching the mills by conveyance from Bedford. I found that Hefler, the miller, had permitted the bin which I instructed him to prepare for the reception of the sawdust beneath the mill, to be removed, while some men were carting the rubbish out, and this had not been replaced. He excused himself by saying that he had not been sawing nor near his mill for some days, and that he had given strict orders that it should be put back on the completion of the job of removing the sawdust. However, I saw none falling from his floors, and I left him with a caution, that the receptacle must, positively, be a permanent one, and if I saw any more of this neglect, he would have to incur the full penalty.

This was all that appeared at all wrong. I left instructions with the Warden to visit this place again in a few days, in my absence at Hubbard's Cove, and see that Hefler complied with his directions.

23rd August.

In Halifax.

24th August.

I took coach this morning to proceed to Hubbard's Cove, St. Margaret's Bay, in order to carry out Mr. Rogers' request, that I should supervise the erection of a fish-ladder at Shankle's mill, the old ladder, running up under the mill, not having proved as serviceable as at first considered; the new ladder to be built, as much as possible on Mr. Rogers' principle, at the north-west side of the mill, Mr. Rogers furnishing me with a model to guide me in the work. On reaching my destination, I immediately saw Mr. Shankle, who at once, as the water was in a most favorable condition, gave orders for his men to make the cutting in the dam, remove the old ladder, and commence the foundation of the new.

25th August.

Still at Hubbard's Cove. I find the building of the ladder and ballasting its upper end with heavy stone, in the mill pond, will occupy some time. I shall, however, unless directed to the contrary, remain on the spot to supervise its erection daily.

26th to 31st August.

At Hubbard's Cove, superintending the ladder and writing up my reports, disbursement accounts, &c., &c.
Hon. Minister Marine and Fisheries.

FRED H. D. VEITH.

 REPORT FOR THE MONTH OF SEPTEMBER, 1882.

1st and 2nd September.

Still at Hubbard's Cove superintending the erection of the fish-ladder at Shankle's Mill.

3rd September.

Sunday.

4th and 5th September.

Superintending the erection of the fish-ladder at Hubbard's Cove.

6th September.

Finding that some days would elapse before the ladder would be thoroughly completed, and on Mr. Rogers' inspection and approval of the work I had carried out so far, I determined to save expense, by returning to Halifax, until such time as it would be necessary to make a final visit and see that the unfinished ballasting of the upper end of the ladder in the mill pond was properly and effectually done. I returned by coach.

7th, 8th and 9th September.

In Halifax (at home.)

10th September.

Sunday.

11th September.

At Hubbard's Cove. I saw the ladder in a still further advanced state. The buckets were all in, properly secured, and finished. The ballasting was being vigorously carried on and the pier, built of logs and filled in with heavy stone, promises to be of such weight as to be able to withstand not only any pressure of ice, but also to resist the buoyancy which a great head of water occasions. In some cases it has been found that when the head of a ladder has been insufficiently ballasted or weighted down, that a heavy head of water has had the tendency both to lift up the head of the ladder and the pier bodily, and forcing it onward, ruined the ladder and made great havoc with the dam itself. This I particularly impressed upon those building, and from the means now being taken I am satisfied no such result will ever happen at this place.

12th September.

A violent storm of rain and wind raging all day.

13th September.

On visiting the ladder again to-day, I found the men at work finishing the pier, carrying large stone on a raft, and hoisting it inside. They complete to-day. The ladder is built at the north side of the mill, and in directing its erection, I was governed as much as possible—as to its interior construction—by a model which Mr. Rogers lent me, of his patent ladder. The total length of this structure is 82 feet, including the neck, or turn, which brings the mouth of the ladder directly in front of the large mill wheel.

Here the gaspereaux assemble, following the current which makes from it, and I have placed the entrance for them, in such a position, that it would be impossible for them to miss it. To guard against the possibility of their passing under the end of the ladder, I caused a dam to be built of stone, which will stop their progress in that direction, and guide them to the proper channel. Fearing that there might not be light enough, as the flooring of the mill is but 8 feet above, I directed that a large pile of old edgings and rubbish should be removed, which occupied a space just outside of the mill, and adjacent to the mouth of the ladder; and further, should that not be sufficient, that an aperture should be cut both in the side of the mill and the flooring, to throw the light down. Each of these particulars the miller agreed to carry faithfully out.

Of its 82 feet, the ladder runs some 15 or 18 feet into the mill pond, and at its extreme end, where is situated one of the openings for fish to pass out, there will be, in ordinary water, in May—the time when the gaspereaux strike the stream— $3\frac{1}{2}$ feet head. At its lower opening, immediately above, and close to the dam, there will be $5\frac{1}{2}$ feet, thus allowing for a considerable fall of water, without, in the least, preventing the fish from ascending. The width of the ladder is 5 feet, and the distance between the buckets, 6 feet. The grade is an easy one, being but 1 foot in nine: I have seen the water turned on, and I have every confidence in the ladder proving a success, and from the fact of its being so strongly built and secured, I believe it will last many years.

14th September.

On arriving home last evening I found a letter from the Warden of Salmon River (Dartmouth), reporting that the small dam on the water-course (marked A on the sketch), which runs out of Lake Major into the river, was not sufficiently opened to be satisfactory. That it was constantly being choked with sticks and other *débris* and debarred fishes' progress. As the miller had promised me last year, that this place should be enlarged and put in perfect order, and had not kept his word, I determined to go up and cause it to be immediately done, as the Warden also reported that the fall salmon were making their appearance at the mouth of the river, and further, that the young gaspereaux were now on their way down to the sea. On arriving and speaking to the miller, he agreed to make the cutting then and there, while I was present, and under my direction he cut about 8 inches more of the side of the aperture in the dam, making an opening about 2 feet wide.

This will prevent, by its permitting small sticks and rubbish to pass down stream, any jam at this place, which, the Warden tells me, was a constant occurrence. Observing a considerable amount of saw-dust on the side of the stream running from his mill into the first pool, I pointed out to him that it was contrary to law, and cautioned him that a continuance would inevitably lead to his being fined. He promised it should not again occur, and I showed him how by a box or bin built immediately under the saw the dust could be confined, to be ultimately carted away. I append a rough sketch of this place, to show the position of the water-course and the mill. I may add that owing to very heavy freshets, at the customary time, when gaspereaux last spring caught this river, that "dipping" became impracticable to a great extent, and large numbers succeeded in reaching not only Lake Major, but ascended both the east and west brooks at its head, to the Sandy Lakes above, and the result of these fishes' success in attaining to their favorite haunts for reproduction, was seen by myself and others at the head of the water-course. Thousands of gaspereaux in great shoals passed down in rapid succession during the time I was there. I anticipate an immense supply in this river next or the following year.

15th September.

Violent storm of rain and wind to-day; unfit altogether for out-door work.

16th September.

I left Halifax early this morning to visit the Sackville River, having determined to inspect that part of it where the mills are situated at least three times during the month, or a fourth if necessary, my last journey thither being on the 22nd of August. On the present occasion I was accompanied by Mr. Black, a resident near the river, one of the loudest in complaints of the sawdust nuisance, and who promised to show me banks of it. The latter he did point out to me, but they were the accumulation of years past; indeed, I may state that on examination I found the bed of the river, especially in the less rapid places, some inches deep with the dust from the saws; so thick is it lying on the bottom, where it has yearly gathered, that I am convinced no salmon could spawn, and its removal, if not an impossibility, would be an expense not to be thought of. The difficulty, I submit, can only be overcome, to enable fish

to breed, by erecting ladders and so assisting the fish to fresh and pure waters above the mills.

I went to-day up a tributary of the Sackville River, called Peverill's Brook. It is a fair-sized stream, and until the mill-dam on it was erected, by one of the brothers Peverill, the gaspereaux which came out of Bedford Basin and went up the Sackville River, took to this branch of it. Residents tell me this was invariably the case yearly, and on going up the stream some distance, I reached Sandy Lake, a fine sheet of water, with a clean bottom of sand and fine gravel. I can readily understand the fish seeking this route, for here would be the great attraction for their spawning beds. Now, however, Peverill's dam, stopping the way the few gaspereaux that each season reach the dam, unable to get further, have been seen returning. A ladder at this place also, is much needed, in fact indispensable, and as the dam is but 5 feet in height, and the bank on the west side very suitable, the cost of one would be very small, especially as the miller is willing to provide all the necessary wood material. I showed Peverill how to save his sawdust, by a very simple mode, and he stated to me his intention to keep it free of the water.

I passed McKenzie's mill on my way upward. He burns all his sawdust and sells the ashes for manure. At the four mills above, I found but little sawdust dropping into the stream. At each they have now a receptacle beneath the mill to catch it, but at Hefler's, the miller who gives the most trouble of any of them on the river, I found the box or bin too full, so I ordered its contents to be removed before sawing more. This he commenced to do, and I waited to see the greater part removed before leaving. I saw nothing, however, to warrant the imposition of a fine.

17th September.

Sunday. In Halifax.

18th September.

I left Halifax this morning by train for New Glasgow, purposing to drive from thence to the head of the east branch of St. Mary's River, a place I was unable to reach and report upon last year. I arrived at New Glasgow in the afternoon, but it rained too hard to proceed further.

19th September.

Still heavy showers falling at intervals; unfit for travelling.

20th September.

I procured a horse and waggon and drove to-day over to the head of the East River St. Mary's. The place here is called the Garden of Eden, 22 miles from New Glasgow. I visited the Moose and Garden Rivers, and went some distance up them both. On the former, about $1\frac{1}{2}$ miles from the point where it enters the Garden Lake, is situated an old mill, owned by a Mr. Sutherland, in the dam belonging to which a pass about 12 feet wide has been cut, affording an ample passage. The river above the place, for 6 miles, and below it to the lake, is remarkably clean, unpolluted water. The bottom is all that can be desired for salmon spawning grounds, being composed of white sand and fine gravel. I have never, during my inspection through the Province, seen any better. The bed of the lake is of similar formation, and the water so clear the bottom may be seen at the depth of many feet. The Garden River, the other tributary, though not carrying such a volume of water, is also an excellent salmon-breeding stream, and I have no doubt that these, and the Garden Lake, were formerly the nurseries of the east branch of St. Mary's River for salmon and gaspereaux, before Cameron's mill-dam (of which I shall write further on) had cut them off. Indeed, it is known that gaspereaux penetrated up the Garden River into Burra's Lake, 6 miles from its junction with Moose River. Into Burra's Lake flow three good-sized streams, and the lake itself has a bottom similar to that of the Garden Lake already described. From the junction of the Moose and Garden Rivers to the Garden Lake is about 1 mile, and they, together from that point, form a good-sized stream. The lake itself is about 2 miles in length and $\frac{3}{4}$ of a mile in breadth,

and from its course, joining the West River at Glenelg, in Guysboro' County, and flowing onwards through it, into the Atlantic, compose the main river of St. Mary's, the third of importance in the whole Province of Nova Scotia.

21st September.

I drove down the East River below the lake, until I reached Alexander Cameron's mill, with its dam, about 7 feet in height. I saw, on the west side, the remains of a ladder, built on the old principle, running down stream. It is broken up badly, the side and many of the buckets being out, and it appears never to have been repaired since it was erected. I was unable to measure it correctly, but I should say it was, originally, about 50 feet in length. Several people came to me, and stated most positively, that since the erection of the dam and ladder, neither gaspereaux nor salmon have been seen above. That, before this stoppage existed, there was an abundance of both—a statement readily to be believed—as below this place, for 40 miles to the sea, there is no obstacle whatever. I descended the river for 3 miles, to the only other dam upon it, viz., Thomas Cameron's. A different mode for securing the water to drive the mill is adopted here, the dam being situated $\frac{1}{2}$ of a mile from the mill itself, a channel having been cut through the land to take the water to the main wheel. I have stated above that there is no obstruction below Alex. Cameron's, and I am right in doing so, for this dam is so low (being only 2 feet or $1\frac{1}{2}$ in time of freshets.) Salmon would think nothing of it; and on the east side, there is a passage, 3 or 4 feet in width, to admit gaspereaux. There is no difficulty here whatever.

Both the Warden McKenzie, and others residing near, tell me that salmon have abandoned this river altogether. None have been seen for years; in fact, since the 7 foot dam was built across. That fish do forsake a river after repeated unsuccessful efforts to surmount a formidable barrier is unquestionable. We have instances, in the La Have, and in other rivers in the Province, and I find that as far back as 1868, the Commissioners of Fisheries, in the Annual Report for the States of Maine, New Hampshire, Vermont, Massachusetts and Connecticut, mention the following facts: "Salmon, owing to an obstruction, have quitted the Natashquan, and have entered the neighboring Kegaska, where they were recognized by their superior size." (The Indians on the Gold River first noticed the large La Have salmon entering their river), and again, from the same report, it is stated: "When the Merrimac was closed by the Lawrence dam, the alewives, finding their path barred at that point, faced about, descended the river, coasted along shore to the Ipswich River, and to the astonishment of the inhabitants, suddenly filled that little stream almost solid."

At Cameron's mill-dam, the first year the ladder was placed there, gaspereaux came up as usual, in vast numbers, and were seen circling round, vainly endeavoring to find an entrance. McKenzie, the Warden, asked the owner at the time, as the fish would not take to the ladder, to open a sluice which was placed in the dam and allow them to get up, but this was refused by the miller, as he had done—as he stated—all he was called upon to do in furnishing the ladder. Since then, year by year, their numbers have been perceptibly fewer, until last season, none were seen. I would respectfully ask that attention be given to this river during the ensuing spring and summer, and would recommend as follows:—That a new patent ladder be placed at Camerons as soon as practicable, in the early part of next summer, and that in the interim the miller be compelled to keep the sluice open for an hour or two each afternoon or evening during the time in May when gaspereaux ordinarily visited the river, to permit any straggling gaspereaux that might, perhaps, make another attempt here to pass through; and further, that Mr. Wilmot be directed to place, in the Moose River, at least 10,000 young salmon.

McKenzie, the Warden, has intimated to me his willingness to take his tram over to the station at New Glasgow, and carry the cans of fry to this locality, free of all expense.

As the habit, at both mills, has been to throw all refuse into the river, I pointed out to the Warden the illegality of the act, which he appeared to be unaware of.

22nd September.

Returned to New Glasgow; but, on the way, owing to the bad roads, from the heavy rains, my horse cast two of his shoes, and the delay at a forge by the roadside caused me to miss the down-train for Halifax (2:35 p.m.), and obliged me to remain all night at New Glasgow.

23rd September.

Returned in morning train to Halifax.

24th September.

Sunday. In Halifax.

25th September.

I again visited Sackville River, and inspected all the mills. The millers, with the exception of Hefler, appeared to try to keep the sawdust from escaping into the water. I found the receptacle which he had according to my directions, placed beneath the mill, full to running over of sawdust.

His mill, fortunately for him, was not going, or he would have been liable to a fine. He commenced shovelling it out at once, on my arrival, and stated the carts did not come for it as usual, and made other excuses. I then directed him to make the receptacle larger, and never to permit it to approach overflowing.

This man, Hefler, earns but a scanty living. He is the poorest of the millers on the river, and I am unwilling, on that account, to have him fined, unless, by his neglect to obey the law, he forces me to do so. I have little reliance in anything he says, and if I find, again, the sawdust receptacle overflowing, I shall have no alternative left me but to call upon the Overseer of the district to inflict the proper penalty.

26th September.

Storming all day; unfit for inspection.

27th September.

Having just received reliable information that salmon had been openly sold in Truro, Colchester County, during the week ending the 16th, I proceeded thither to investigate and report the particulars, and to put a stop to a continuance of such illegal acts. On reaching Truro, I sought out Mr. Blair, the Overseer, who told me he knew and had heard nothing of this law-breaking, and together we enquired at the hotels if any had been brought in for sale. At one, we learned that two or three persons had brought both shad and salmon to the door, wishing to dispose of them, and that the salmon had been taken with shad, in the shad nets. We also discovered that these fish had come from the Basin of Minas, and had been taken while drifting. I could obtain, however, no clue to the offenders, so I determined to go on to Great Village and Economy, and consult with Mr. Davison, whose district extends along the whole west coast of Colchester, from Mass Town to Five Islands. While at Truro, Mr. Blair spoke to me about McMullin's mill (or Hamilton's, sometimes called), on the Salmon River. I reported upon this dam last year, and stated the necessity of a ladder. He mentioned to me the great slaughter of salmon that has taken place, each year, at this barrier, which is nearly 12 feet high, and the impossibility to prevent the poaching, unless a man were present night and day on the spot.

Salmon lately are becoming very scarce in this river, in spite of Mr. Wilmot's exertions in re-stocking, and Mr. Blair attributes the falling off to the stoppage and the poaching at this mill. Were a ladder placed here, the salmon could go right on upwards and reach fine spawning grounds, some miles above, where the banks of the river are wooded down to the water's edge, and the stream is pure and cold, and with faultless breeding beds of gravel and sand.

Without a ladder at McMullin's, both supervision and re-stocking can bring about no beneficial result whatever.

I am happy to say Mr. Blair tells me that the millers on the river, instead of throwing in their mill rubbish, as they did before I visited last year, have now kilns

to burn it all in, and the river in this respect is improved. North River remains in the obstructed state I last year found it and reported on. Ladders are much needed here also.

28th September.

I to day took passage by rail to Londonderry, and drove in to Great Village, and thence on to Upper Economy, where Mr. Davison resides. On my way I examined the Port au Pique River. It is all clear of obstructions, and is considered the best salmon stream on this side of the county. The fish have an uninterrupted run up to the falls.

I stopped also at Bass River and inspected the ladder at the Union Company's Furniture Factory. It is old and somewhat out of shape now, but its grade at the outset was made too steep. I found it to be but 1 foot in 5, and built on the old principle, running down stream from the top of the dam. The length is quite 30 feet. The buckets are but 3 feet apart, placed at that limited distance, I should say, on account of its steep pitch, but inadequate, in distance from each other, for a serviceable salmon ladder, as it makes the turns too short for good sized fish, and gives but insufficient room in passing round. I trust it will soon be replaced by one of Mr. Rogers' patent. The other dam is $1\frac{1}{2}$ miles up, owned by Mr. McLaughlin, and very low, being only from 2 to 3 feet in height at time of freshet, which salmon would think nothing of leaping over. It only remains, then, for a good ladder to be placed at the Furniture Company's dam to put the Bass River in perfect order up to the natural falls, 6 miles from the sea. I reached Mr. Davison's house this evening.

He told me he was positive that no salmon or shad had been caught for many weeks between Five Islands and Great Village—that he should have known of it, were it so; but he strongly suspected some of the people about Mass Town being the culprits. On his advice I went no further towards Five Islands, and he further requested me to leave the affair in his hands, as he thought he would have more certain means than I of tracing the parties who caught and sold the salmon. I consented to do so, and directed him to use every means to discover the offenders and, in the event of success, to report the whole matter to Mr. Rogers, for his instructions in dealing with the case. This I did, believing it the best thing to do under the circumstances, as his duty constantly takes him among the fishermen at Mass Town, while my appearance there alone might excite suspicion.

I find that it is most unusual for shad to be found at such a late season of the year in the Basin of Minas, such a thing not having occurred for a considerable time; but, in any case, there are neither instructions concerning shad in the Fishery Act in the Revised Statutes of Nova Scotia, chapter 95, nor in the local regulations for Colchester County.

I hope to be permitted to bring forward for approval, in next month's report, necessary alterations and additions in the printed circular issued for the guidance of the officers of that county.

30th September.

In Halifax, writing up disbursement accounts, &c., &c

FRED. H. D. VEITH.

Hon. Minister Marine and Fisheries.

4th October, 1882.

RETURN

(135)

To an ORDER of the HOUSE OF COMMONS, dated 23rd April, 1883;—For copies of the Geological Reports, made by Mr. Hugh Fletcher, of the Counties of Victoria, Inverness and Richmond, with the Maps accompanying the same.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
8th April, 1884.

COPY

(136)

Of an Indenture relative to certain Contracts entered into by George P. Drummond, and transferred by the said Indenture to Messrs Maclean, Roger & Co., with the Assent of Her Majesty.

RETURN

(137)

[IN PART]

To an ADDRESS of the SENATE, dated 21st March, 1883;—For a Return showing, for the year 1882, the number of persons confined after sentence, in the Prisons, Reformatories and Gaols, under the control of the Local Authorities of the several Provinces, the offences of which they were convicted, and the length of the sentences, specifying Chinese and Indians.

By Command,

J. A. CHAPLEAU,

Secretary of State.

Department of the Secretary of State,
4th April, 1884.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns and Copy are not printed.]

RETURN

(138)

To an ORDER of the HOUSE OF COMMONS, dated 11th April, 1883;—For copies of all Correspondence in reference to any Contract or Contracts for Lithographing, entered into between G. B. Burland & Co., of Montreal, and the Government of the Dominion, showing what offers, if any, have been made by other parties for the performance of similar work, the names and addresses of such parties, and the scale of prices upon which such offers were based; also, the scale of prices agreed upon between the Government and the said G. B. Burland & Co., or any other person.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
8th April, 1884.

Secretary of State.

RETURN

(139)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th January, 1884;—For copies of all Petitions and other communications preferring charges in regard to the Official conduct of D. J. Hughes, County Judge of Elgin, and asking for an inquiry into the same; also, for a copy of the Report or Judgment, on inquiry, into the conduct of the said Judge.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
9th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(140)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For a Statement showing the value of Machinery imported for the St. Croix Cotton Factory, at St. Stephen's, New Brunswick, the date of import, the amount of Duties chargeable on the same, the amount paid and the amount still due, and the security held therefor, and copies of all Correspondence on the subject.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
26th March, 1884.

Secretary of State.

SUPPLEMENTARY RETURN

(140a)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For a Statement showing the value of Machinery imported for the St. Croix Cotton Factory, at St. Stephen's, New Brunswick, the date of import, the amount of Duties chargeable on the same, the amount paid and the amount still due, and the security held therefor, and copies of all Correspondence on the subject.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
8th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return and Supplementary Return are not printed.]

RETURN

(141)

To an ORDER of the HOUSE OF COMMONS, dated 3rd March, 1884;—For a Return showing what Vessels navigating the waters of Lakes Superior and Huron were inspected during the past Season of Navigation, under the authority of the Government, with the names of the Inspectors; also, a Statement of Vessels lost or stranded on these Lakes, within Canadian waters, showing the localities where disasters occurred, and the number of lives lost in each case, during the Season of 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
8th April, 1883.

Secretary of State.

RETURN

(142)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For a Return showing the number of Steam Tugs, Steam Dredges and Dumping Scows bought by the Government, or built for the Government, during the year 1883, for use in the Dominion of Canada, showing where they were built, the builder's name, and the price paid for the same.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(143)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For a Return of the amount of salary or allowance made to Mr. George Hutchinson, as the person in charge of the Meteorological Service, at St. John, N.B.; also, amount of expenses of Mr. R. J. Stupart, going from Toronto to St. John, and other expenses preparing and fitting Office and Instruments. Also, any instructions from the Department of Marine and Fisheries to the Superintendent at Toronto, in reference to the change of Officers at St. John, and the removal of Mr. Gilbert Murdock; also, all Correspondence between Mr. Gilbert Murdock and the Superintendent or Deputy Superintendent of the Meteorological Service at Toronto; also, copies of any Petition, Memorial or other Documents, in regard to the above changes.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

RETURN

(144)

To an ORDER of the HOUSE OF COMMONS, dated 12th March, 1884;—For a Statement of all Moneys paid to T. Charles Watson, by the Government of Canada, since 1881, showing also, the services, if any, performed by said Watson in connection with the Department of Railways and Canals, or any other branch of the Public Service, since the year before mentioned.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
14th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Returns are not printed.]

CORRESPONDENCE

(145)

In connection with the Boundary Award between the Provinces of Ontario
and Manitoba.

GOVERNMENT HOUSE, WINNIPEG, 4th January, 1884.

SIR,—I have the honor to transmit herewith a report of a Committee of my Executive Council, together with a Memo. of agreement and the joint case, respecting the boundary question between this Province and the Province of Ontario; and to request that the same may be brought before His Excellency the Governor General in Council.

I have the honor to be, Sir, your obedient servant,
Hon. J. A. CHAPLEAU, Secretary of State. J. C. AIKINS.

THE BOUNDARY AWARD

THE AGREEMENT BETWEEN ONTARIO AND MANITOBA.

A JOINT CASE TO BE SUBMITTED TO THE PRIVY COUNCIL.

Text of the Case Submitted.

MEMORANDUM OF AGREEMENT *between the Governments of the Provinces of Ontario and Manitoba, in regard to the Territory in dispute between them.*

In order to have the question of the title to the disputed territory set at rest at the earliest possible day, as between the two Provinces, so far as the same is possible by the action of the said Provinces.

And in order to avoid unnecessary conflicts or collisions in the meantime between the courts or officers of the two Governments, and to make the best practicable arrangement on which the two Governments can now unite as to matters within Provincial jurisdiction, for the administration of justice and the preservation of peace and order, the said Governments of Ontario and Manitoba agree as follows:—

1. Neither Government is to be understood by this agreement as abandoning any claim such Government has heretofore made, or had, to, or in, the disputed territory, or any part thereof.

2. Neither Government is to be required to withdraw its courts and officers from those parts of the territory in which they have had hitherto assumed to exercise jurisdiction; but the future exercise of such assumed jurisdiction is to be subject to the provisions hereinafter contained.

3. The provisions of this agreement are to be carried into effect by the necessary legislation in each of the two Provinces of Ontario and Manitoba as early as possible in the next Session of the Legislatures, and are to be binding meanwhile on the two Governments.

4. In the territory south and east of the height of land which divides the waters which flow into the Great Lakes from those which flow into Hudson's Bay, the laws of Ontario only shall be in force; and its courts, officers, Government and Legislature shall have the jurisdiction therein, pending the dispute, which they have heretofore assumed or exercised, and which they would respectively possess in the said last mentioned territory if the same were an undisputed part of the Province of Ontario.

5. All proceedings, suits and actions in respect of past assaults on, or arrests or imprisonment of, the officers or licensees of either Government, or in any manner growing out of such assaults, arrests, or imprisonments, and all other suits and actions in respect of past acts, where the liability depends on whether the locality in which the same took place is in Ontario or Manitoba, are hereby suspended until the decision of the Privy Council.

6. The following clauses, numbered from 7 to 29, refer to the disputed territory lying north and west of the height of land aforesaid.

7. The Lieutenant Governor in Council for the Province of Ontario and the Lieutenant Governor in Council for the Province of Manitoba may each appoint, from time to time, a Commissioner of Police for all the territory within the municipality, or intended municipality, of Rat Portage, whether intended to be incorporated under Statutes of Ontario or Manitoba, and for the territory along the line of the Canadian Pacific Railway in the disputed territory, and extending for a quarter of a mile on each side of the said railway. The said territory may be hereafter known as "the Canadian Pacific Magisterial District." Each Commissioner of Police shall hold office during the pleasure of the Lieutenant Governor in Council by whom he may be appointed.

8. The said Commissioners shall be *ex officio* Police Magistrates in and for the said territory north and west of the height of land, and shall each possess, within it, every jurisdiction and authority possessed by a Police Magistrate under the laws of either of the said Provinces.

9. The said Commissioners shall hold court together whenever this is practicable; and when so sitting, or when sitting apart, shall have co-ordinate authority; and no Justice of the Peace, Stipendiary Magistrate or Commissioner of Police, appointed by the Lieutenant Governor of either of the said Provinces, except the said Commissioners appointed under this agreement, shall hereafter exercise any jurisdiction or authority in criminal matters within Rat Portage.

10. The said Commissioners shall appoint as a police force such constables as they may, from time to time, think necessary. Special constables may be appointed and sworn in in cases where the law provides for such. Every constable so appointed shall have authority in every part of the disputed territory north and west of the height of land. The Commissioners shall jointly have charge and control of the said police force and of all special and other constables. The Lieutenant Governor of either Province may, from time to time, appoint additional and other constables at the expense of the Government appointing them.

11. The salary of each Commissioner shall be borne by the Province appointing him, and each of the Provinces shall pay one-half of the expense of the police force employed jointly by the Commissioners.

12. The licenses heretofore granted for Rat Portage, or its neighborhood, by or under the authority of either Government for taverns, shops, or public billiard tables, are confirmed for the remainder of the year for which they have respectively been granted.

13. The said two Police Commissioners shall have the sole authority to grant new licenses for any of the said purposes in the said territory north and west of the height of land, but so that the whole number of tavern licenses in force in Rat Portage at one time shall not exceed twelve.

14. The Statutes in force in each Province in respect of the sale of fermented or spirituous liquors, and the regulation of licensed taverns and shops, and the penalties for the contravention of such Statutes shall, unless where otherwise provided by the present agreement, apply to the said disputed territory north and west of the height of land, as if the same were an undisputed part of such Province, and the said licenses had been issued under "The Liquor License Act of Ontario," and under the laws of Manitoba respectively. If the laws of the said two Provinces conflict, the Commissioners shall have power to make regulations in respect of such matters, so as to remove the conflict. The issuing of licenses shall be subject to any valid paramount law in force from time to time.

15. The said Commissioners shall have the powers possessed by a Board of License Commissioners under the said License Act of Ontario, and the powers possessed by a Municipal Council under the laws of Manitoba (subject to any paramount law), and shall, in respect of the licensing, regulating, and governing all persons who for hire, or gain, keep, or have in their possession, or on their premises, a billiard table or tables, the powers which are possessed by a Council of a town in Ontario or Manitoba. Such powers may be exercised by resolution.

16. The fees to be charged for the said licenses respectively shall be fixed by the said Commissioners, but the fee for a tavern license shall not be less than one hundred and fifty dollars, and the fee for a shop license shall not be less than fifty dollars. No more than twelve tavern licenses shall be issued for Rat Portage. These sums are to cover all fees which may be payable by any one obtaining a license under any Provincial law, or any Dominion law, if any such should be in force.

17. The said Commissioners shall appoint an Inspector of Licenses, who shall possess all the powers which are possessed by an inspector of licenses under the laws of either of the said Provinces. If the Commissioners cannot agree on the inspector, each Lieutenant Governor in Council may appoint an inspector to hold office with the said powers until the Commissioners agree on one inspector, and to be paid by the authority appointing him.

18. The fees collected for said licenses in Rat Portage, and all fines levied in Rat Portage for offences against Provincial or municipal laws, and all other fines under Provincial authority levied for offences committed in Rat Portage, shall be deposited in some branch office of the Bank of Ontario, at least once a week, to the credit of the Provincial Commissioners, and shall be applied by joint cheques signed by the two Commissioners, in the first place, to pay those expenses of the Board which are not hereinbefore provided for, and the balance on the first day of every month, be paid over by joint cheque as aforesaid to the municipal Board hereinafter provided for, to be applied by the said Board to the purposes of the municipality.

19. All fees collected for licenses for taverns, shops or billiard tables outside of Rat Portage, and all fines levied for offences against Provincial or municipal laws committed outside of Rat Portage, and all other fines under Provincial authority for offences committed outside of Rat Portage, north and west of the height of land, shall be paid into the said bank to the joint credit of the Treasurers of Manitoba and Ontario, to be held in trust until the dispute as to the territory is decided.

20. The Commissioners shall render to each Government a quarterly account of their receipts and payments, with such other information as either may call for.

21. The authority of the Councils of Rat Portage, incorporated or claiming to be incorporated under, respectively, the Statutes of Ontario and of Manitoba, and the by-laws thereof, respectively, are to be suspended, and the municipal affairs of the said town shall be administered by a municipal Board, to be composed of five members, who shall be elected on the fourth Tuesday after the respective Legislatures of the said Provinces shall have passed an Act confirming this agreement, and shall hold office until the said territorial dispute is determined by Her Majesty in Council, or until otherwise agreed by the said Governments; provided, that in case of a vacancy by death or resignation, or by a member of the said Board ceasing to reside in Rat Portage, the remaining members shall have the like authority for taking all necessary proceedings for the holding of an election to fill such vacancy as is possessed by a Town Council in Ontario or Manitoba. Alexander Matheson, Hudson Bay Factor, is to be returning officer at the first election. Provision is to be made by concurrent legislation for the appointment of an umpire in case the Commissioners differ in regard to any matters referred to in this case. The Board shall be a corporation under the name of "The Municipal Board of Rat Portage," and shall possess every power and authority possessed by Municipal Councils of towns in either of the said Provinces.

22. Every male person who is a British subject of the age of twenty-one years, and who is, at the time of the election and, for not less than six months, has been a resident freholder or resident householder in the municipality, shall be entitled to

vote at the election, and such election is to be held on the fourth Tuesday after the respective Legislatures of the Provinces have passed an Act confirming this agreement. The two Provinces are to pass such other concurrent legislation as may be necessary or proper for determining other matters relating to the conduct of the election and the mode of trying any controverted election to the said Board.

23. For the purposes of the next two preceding sections, Rat Portage shall include all the territory which was included within the incorporation, or supposed incorporation, of Rat Portage, either under the Statutes of Ontario or Manitoba.

24. Probates of wills and letters of administration hereafter granted by a Surrogate Court of either Province, in the case of persons domiciled or dying in the disputed territory north and west of the height of land, are to be as valid as if issued by the Surrogate Courts of both Provinces.

25. With respect to suits and actions hereafter brought, or with respect to matters which may hereafter take place, respectively, and with respect to all offences which the Provinces have jurisdiction to deal with in this behalf, the courts, judges, magistrates, and other officers of each Province, shall have the same jurisdiction in the disputed territory north and west of the height of land as if the territory were in such Province.

26. With respect to all matters not provided for by the next preceding clauses, the courts, judges, magistrates, sheriffs, and other officers of each Province shall not, on any ground whatever, interfere with the courts, judges, magistrates, sheriffs, and other officers of the other Province, pending the dispute. But this clause is not to prevent any individual from setting up the question of jurisdiction in, or in respect of, any matter not covered by the next preceding two clauses.

27. Except by the consent of the two Governments, no courts are to be held at any places in the territory north and west of the height of land in which courts of that Province have not hitherto been held.

28. All magistrates who now hold commissions from the Lieutenant Governor of either Province, which would give them jurisdiction in the said territory north and west of the height of land, if the said were part of that Province, shall have jurisdiction in the said territory as if they held commissions from the other Province as well as from their own Province.

29. No magistrate hereafter appointed by the Lieutenant Governor of either Province shall have jurisdiction in the said territory north and west of the height of land until he receives a commission from the Lieutenant Governor of the other Province.

30. The joint case hereto annexed is hereby mutually agreed to by the said Governments provisionally, and subject to the following understanding, viz:

"If Mr. Christopher Robinson, counsel for Manitoba, or Mr. Mowat on behalf of Ontario, should hereafter be of opinion that there ought to be some variation of the said case, as to the forms of the questions submitted or otherwise, and notifies, in writing, such opinion to the other on behalf of Ontario or Manitoba, as the case may be, on or before the 15th of February next, the said case is to be varied in any way that they may agree, or if they differ, the variation may be decided in manner hereinafter provided with respect to documentary evidence as to which the parties may differ, but no variation is to be made after the 15th April next."

31. Either Government may apply *ex parte* to Her Majesty or the said Judicial Committee to have the said case set down for argument in the month of June or July, 1884. If the said joint case is not set down to be argued in June or July next, or is not argued then, either party may apply at any time *ex parte* to have the said case set down or argued at such other time as the Judicial Committee aforesaid may appoint.

32. For the purpose of considering the question of the true boundary, the following evidence is to be submitted to the Privy Council, *quantum valeat*:

The book of arbitration documents, the cases submitted to the arbitrators on behalf of the Dominion of Canada and the Province of Ontario respectively, and all maps referred to in the said book or said cases.

(2.) The Acts of the Legislature of Ontario on the subject of the boundaries.

(3.) All other documents which were produced before the Select Committee of the House of Commons, or which have come into the possession of either Government.

(4.) The notes of Chief Justice Sewell on the trial of the De Reinhard case, on their authenticity being established to the satisfaction of the judges or judge herein-after referred to, or of the Attorney General of Ontario.

(5.) In case of any question arising with respect to any documentary evidence, as to whether it should be included in the joint case, the question is to be referred, at the instance of either party, to the Chief Judges of the Appeal Court of Toronto, viz.: the Honorable Messieurs Spragge, Hagarty, Wilson and Boyd, or a majority of them. Or the Attorneys General of the two Provinces, or their agents in this behalf, are to have power to jointly refer any such questions to one or two of the said Chief Judges, or to the Chief Justice of the Supreme Court of Canada. The decision in any of such cases, if certified by the judges or judge before the 15th of April next, shall be final as regards the submission of such evidence to the Privy Council *quantum valeat*, and the evidence with the certificate of the judges or judge, shall be forthwith printed. No evidence not certified before the 15th of April shall be submitted.

(6.) The papers set forth in Ontario Sessional Papers, 1882, numbered 69, and the subsequent correspondence between the Province of Ontario and the Dominion, in Ontario Sessional Papers, 1883, numbered 23, and any other correspondence between the said two Governments which either party may desire, may also be submitted *quantum valeat*

(7.) The Province of Ontario undertakes the printing, for the Privy Council, of the book of arbitration documents, the cases submitted to the arbitrators, the orders of reference, the award, the said Acts of the Legislature of the Province, the papers referred to in the preceding paragraph, and any other documents which may be put in on the part of that Province under this agreement.

(8.) The Province of Manitoba undertakes the printing, for the Privy Council, of the documents reported by the Select Committee, Chief Justice Sewell's notes on the De Reinhard case, and any other documents which may be put in on the part of that Province.

(9.) Either Government may, at its own discretion, print any of the papers and documents to be submitted, in addition to those which the said Government undertakes to print.

(10.) Any such documents or papers printed, or purporting to be printed, by the Queen's Printer (at Toronto, Winnipeg or Ottawa), shall be deemed sufficiently authenticated *prima facie* for the purposes of the said case.

(11.) All papers for the Privy Council shall be printed, as aforesaid, in due form, and shall be delivered on or before the 15th of May next, to the proper officer, for the use of the Privy Council, and to the solicitors, in London, for the opposite party.

(12.) Any maps that either Government deems useful for the argument before the Privy Council shall be prepared and lithographed on the part of such Government; and, having been duly authenticated either by mutual agreement or by reference to the judges or judge aforesaid, copies shall be delivered with the printed papers and documents, as aforesaid.

(13.) Each and every of the said papers and documents is to be submitted to the Privy Council *quantum valeat*, and not otherwise.

(14.) Nothing herein contained is to be construed as an admission that a court, in order to ascertain its own jurisdiction in the disputed territory, or some part thereof, might not take judicial notice of the said particulars, or some of them, and it is hereby agreed, that in the discussion of the case before the Privy Council, reference may be made to any evidence of which such judicial notice may be taken, whether the same is or is not contained in the printed papers.

33. The printing or not printing of any of the documents or other evidence, is not to postpone the setting down of the joint case, or the application therefor, or the

argument, or the decision of the case, unless the Judicial Committee of the Privy Council shall, on special application, and after notice (so that counsel for both Governments may be heard thereon), see fit to direct such postponement.

34. Any order to set down, and any other papers necessary to be served on either of the said Governments, may be served on the London solicitors of such Governments, such solicitors of the said Province of Manitoba being Messrs. Bischoff, Bompas & Dodgson, 4 Westminster Buildings, London, E.C., and of the said Province of Ontario being Messrs. Freshfields & Williams, 5 Bank Buildings, London, E.C.

35. The decision of the Privy Council shall be carried into full effect by such (if any) future legislation as may be necessary, or as may be recommended by the said Judicial Committee.

36. If in any suit or proceeding within provincial jurisdiction, the boundary between Ontario and Manitoba do in the meantime come in question, the court or other judicial authority before which the question arises is, in dealing therewith, to take judicial notice of all the documents and facts which it is above agreed to submit to the Privy Council on the same question, and without the said documents and facts being put in evidence before such courts or other judicial authority, and is to have power to draw such inferences from the said documents and facts as may be necessary.

37. To give legal effect to the present agreement, the Government of each Province will introduce, at the next Session of the Legislature thereof, and procure to be passed, a Bill in the terms of the Bill in that behalf hereunto annexed.

38. The costs of the reference shall be in the discretion of the Judicial Committee of the Privy Council, which is to have power to award or withhold costs.

39. The said agreement is understood to be entered into on the part of the Ontario Government, without prejudice to any question which there has been, or may be, between the Dominion and Ontario Governments, in relation to the territory in dispute between them, or in relation to any matters which have been the subject of negotiation or correspondence between the Dominion and Ontario Governments, and the rights or claims of the Province of Ontario as to the same are hereby expressly reserved.

O. MOWATT,
JAMES. A. MILLER.

TEXT OF THE CASE FOR THE PRIVY COUNCIL.

In the Privy Council. In the matter of the Boundary between the Provinces of Ontario and Manitoba, in the Dominion of Canada. Between the Province of Ontario, of the one part, and the Province of Manitoba, of the other part.

Joint Case.

The Province of Manitoba claims that the boundary between that Province and the Province of Ontario is the meridian of the confluence of the Ohio and Mississippi Rivers.

The Province of Ontario claims that the westerly boundary of that Province is either the meridian of the most north-westerly angle of the Lake of the Woods or is a line west of that point.

It has been agreed to refer the matter to the Judicial Committee of Her Majesty's Privy Council, and the appendices contain the material agreed to be submitted for the adjudication of the dispute.

Appendix A contains the evidence which was collected and printed for the purposes of the arbitration, and is referred to elsewhere as the book of arbitration documents.

Appendix B contains the orders of reference, the cases submitted to the arbitrators, and the award.

Appendix C contains correspondence and other documents, forming No. 69 of the Sessional Papers, Ontario, 1882.

Appendix D contains some subsequent papers and correspondence, forming No. 23 of Sessional Papers, Ontario, 1883.

Appendix E contains additional documents submitted on the part of the Province of Manitoba.

Appendix F contains additional documents submitted on the part of Ontario.

Each and every of which papers and documents have been agreed to be submitted to the Privy Council *quantum valeat*, and not otherwise.

Appendix G contains the agreement between the Governments of Ontario and Manitoba, in pursuance of which the present reference is made.

The questions submitted to the Privy Council are the following :—

1. Whether the award is or is not, under all the circumstances, binding.
2. In case the award is held not to settle the boundary in question, then what, on the evidences set forth in the appendices, is the true boundary between the said Provinces.
3. Whether, in case legislation is needed to make the decision effectual or binding, Acts passed by the Parliament of Canada and the Provincial Legislatures of Ontario and Manitoba, in connection with the Imperial Act 34-35 Vic., chap. 28, or otherwise, will be sufficient, or whether a new Imperial Act for the purpose is necessary.

O. MOWAT,
JAMES A. MILLER.

REPORT of a Committee of the Executive Council of the Province of Manitoba, approved by His Honor the Lieutenant Governor in Council, on the 31st December, 1883.

The Committee of the Executive Council have had before them a Report, dated 31st December, 1883, from the Honorable the Attorney General, with respect to the Boundary question.

The Committee on the recommendation of the Attorney General advise that such action should be taken by the Government of Manitoba as may be necessary to secure the consent of the Federal Government as speedily as possible to pass such an Order in Council as would be necessary to move Her Majesty the Queen to submit the case, as agreed to between the Attorneys General for the Provinces of Ontario and Manitoba, on behalf of their respective Governments, for the opinion of the Judicial Committee of Her Majesty's Privy Council, and a recommendation that Her Majesty should ask for that opinion; also, that the Federal Government shall be bound by the opinion so to be given, so far as the western boundary of Ontario is concerned and would request that the Colonial Minister, if necessary, should procure an Act of the Imperial Parliament to be passed to legalize that opinion, so that the Act, when passed should be binding not only on Ontario and Manitoba but also on the Federal Government.

Certified,
JOHN MACBETH, *Clerk, Executive Council, Manitoba.*

Hon. Provincial Secretary.

OTTAWA, 11th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your despatch of the 4th inst., transmitting, for the information of His Excellency the Governor General in Council, an approved Minute of the Executive Council of the Province of Manitoba, dated the 31st ult., together with a memo. of agreement and the "joint case," respecting the boundary question between the Provinces of Manitoba and Ontario.

I have, &c.,

G. POWELL, *Under Secretary of State.*

His Honor the Lieutenant Governor of Manitoba, Winnipeg.

ONTARIO GOVERNMENT HOUSE, TORONTO, 12th January, 1884.

SIR,—I have the honor to request that, agreeably to the information given to the Hon. James Miller and communicated through him to my Government, your

Government will be pleased, on the earliest possible day, to advise His Excellency the Governor General to recommend Her Majesty to request the Judicial Committee of the Privy Council to decide the case which has been agreed to between the two Governments of Ontario and Manitoba, with respect to the western boundary of this Province. A copy of a Minute in Council of my Government on this subject is herewith transmitted.

I presume that by the time this despatch reaches you, you will have received a despatch from His Honor the Lieutenant Governor of Manitoba to the same effect.

To avoid any possible occasion for delay of action in regard to the reference to which the two Provincial Governments have agreed, I reserve, for a separate despatch, all other matters connected with the boundary dispute, or its settlement.

I have the honor to be, Sir, your obedient servant,

JOHN BEVERLEY ROBINSON, *Lieut. Governor of Ontario.*

Hon. Secretary of State.

Copy of an Order in Council, approved by His Honor the Lieutenant Governor, the 11th day of January, 1884.

Upon the recommendation of the Honorable the Attorney General the Committee of Council advise that the Dominion Government be requested to advise His Excellency the Governor General to transmit to Her Majesty the case which has been agreed to between the two Governments of Ontario and Manitoba, with respect to the western boundary of this Province, and to crave Her Majesty that she be pleased to refer the said case to the Judicial Committee of the Most Honorable Privy Council for hearing and consideration, in order that the opinion of the Committee upon the questions stated in the said case should be obtained, in accordance with the agreement between the said Governments of Ontario and Manitoba.

Certified,

J. G. SCOTT, *Clark, Executive Council, Ontario.*

OTTAWA, 14th January, 1884.

SIR,—I have the honor to acknowledge the receipt of your despatch of the 12th inst., transmitting an approved Minute of the Executive Council of the Province of Ontario, of the 11th inst., advising that this Government be requested to move His Excellency the Governor General to transmit to Her Majesty the Queen, the case which has been agreed to between the Governments of Ontario and Manitoba on the subject of the western boundary of Ontario, with a view to its being referred to the Judicial Committee of the Most Honorable the Privy Council for hearing and consideration, and to state that the matter will receive due consideration.

I have the honor to be, Sir, your most obedient servant,

G. POWELL, *Under Secretary of State.*

His Honor the Lieut. Governor of Ontario, Toronto.

GOVERNMENT HOUSE, TORONTO, 31st January, 1884.

SIR,—With further reference to the agreement of the 18th December last, between the Provinces of Manitoba and Ontario, with respect to so much of the disputed territory as is claimed by the Province of Manitoba under the Extension Act of the Parliament of Canada, passed in 1831, and having regard to the desirability of the Dominion Government becoming, for all purposes, a party to the reference of the matters in dispute to the Judicial Committee of the most Honorable the Privy Council, and agreeing to a supplementary case to be heard on the same evidence as the case agreed to between the two Provinces, and at the same time and subject to the same terms, I have now the honor to transmit to you herewith, for the consideration of the Dominion Government, a copy of an approved Order of the Executive Council of this Province, together with a copy of the report of the Honorable the Attorney General therein referred to.

I have the honor to be, Sir, your obedient servant,

JOHN BEVERLEY ROBINSON, *Lieut. Governor of Ontario.*

Hon. Secretary of State, Ottawa.

COPY of an Order in Council, approved by His Honor the Lieutenant Governor, the 31st day of January, A. D., 1884.

The Committee of Council have had under consideration the annexed report of the Honorable the Attorney General, dated 23rd January, 1884, with reference to the northerly and westerly parts of the Province of Ontario, and advise that the same be approved of by Your Honor, and that a copy thereof be transmitted to the Secretary of State, for the consideration of the Government of Canada.

Certified,

J. G. SCOTT, Clerk, Executive Council.

The undersigned has had under further consideration the matters in dispute between the Dominion and this Province, in reference to the northerly and westerly parts of the Province, and has the honor to submit the following report :—

The agreement of the 18th of December last, between the two Provinces, was necessarily confined to so much of the disputed territory as is claimed by the Province of Manitoba, under the Extension Act of the Parliament of Canada, passed in 1881. The agreement provides for all matters within the jurisdiction of the Provinces, in reference to this part of the disputed territory, and thus clears the way for an agreement with the Dominion concerning the rest of the territory, and concerning the interim disposition of the lands and timber.

In the course of the negotiations which terminated in this agreement, it was ascertained, through the Attorney General of Manitoba, that in the event of the two Provinces coming to an agreement, an Order in Council would be passed at Ottawa, advising His Excellency the Governor General to move Her Majesty the Queen to submit, for the opinion of the Judicial Committee of the Privy Council, the case agreed on between the two Provinces for that purpose; that the Dominion would consent to be bound, as far as the boundary between Manitoba and Ontario is concerned, by the opinion that might be expressed by the Privy Council; that the Dominion Government would procure an Act to be passed by the Federal Parliament, confirming or legalizing such opinion, and would advise His Excellency the Governor General to request the Colonial Minister, if necessary, to procure an Act of the Imperial Parliament for the same purpose, so that all possible questions as to the boundary between the two Provinces would be put an end to.

On this understanding, the negotiations between the two Provinces proceeded, and the agreement was signed on behalf of both Provinces.

In the despatch of Your Honor, dated 31st December, 1881, it was stated that this Government would be willing, with the concurrence of the Legislature, to submit the question in dispute with the Federal Government to the Privy Council, on condition of consent being given, by the several Governments and Legislatures concerned to just arrangements for the government of the country in the meantime. In the reply of the Federal Government of the 27th of January, 1882, that Government expressed their preference for a different mode of settlement, proposed (what seemed to the undersigned) very inadequate provisional arrangements, but intimated their willingness to leave the boundary question to the Judicial Committee of the Privy Council, if that course should be preferred by the two Provinces of Ontario and Manitoba. On the 4th April, 1882, the House of Commons passed a resolution intimating its approval of a reference to the Privy Council, but proposing no interim arrangement with respect to any matter, except the management of the lands (which is hereinafter referred to).

The two Provinces have now agreed to such a reference to the Judicial Committee, and have agreed, also, to interim arrangements, so far as these lie within the Provincial jurisdiction.

The undersigned recommends that the Dominion Government be urged to become for all purposes, a party to this reference, and to agree to a supplementary case, to be heard on the same evidence as the case agreed on between the two Provinces, and at the same time, and to be subject to the same terms.

The object of this proposal is, that our whole westerly boundary and northerly boundary may be conclusively determined by the judgment of the Privy Council, and not merely to the extent to which, under the Manitoba Extension Act, the question concerns Manitoba.

With respect to provisional arrangements with the Dominion, the most important relate to the Crown lands and timber in the disputed territory. The Dominion Government has not refrained from dealing with these since the award. The undersigned recommends that that Government be again urged to discontinue all such transactions until the right to such lands and timber is determined by judicial authority, and to agree to a case for the Privy Council, as to the right to any Crown lands and timber which the Federal Government claims to control, whether the territory is in Ontario or not. The immediate decision of this claim is obviously desirable.

The undersigned recommends also, that it be proposed to the Federal Government that the interim management of the lands and timber be hereafter left to this Government, subject to the statutory enactments and public regulations on which such management proceeds in the undisputed parts of Ontario, or some other reasonable terms.

If the Dominion Government will not be a consenting party to such management as respects the whole territory, the undersigned recommends that it be proposed that, as respects the land and timber south and east of the height of land dividing the waters which flow into the great lakes from those which flow into Hudson Bay, the Dominion Government do withdraw, pending the dispute, any claim to interfere with the customary administration of the same by this Province; and that as respects the land and timber in the rest of the territory, that Government be invited to state, in reference to the commission proposed by the resolution of the House of Commons, the views of the Government on those questions to which attention was called in the despatch of this Government of the 15th November, 1882, viz.: how the commission should be constituted; of how many members it should consist; what the tenure of office should be; and what the powers of the Commissioners.

By the resolution of the House of Commons in 1882, it was proposed "that pending the reference, the administration of the lands" should "be entrusted to a joint commission, appointed by the Governments of Canada and Ontario." In the report of the undersigned on this resolution, it was pointed out that the proposition which the resolution offered for the management of the lands was "so vague and indefinite as to make impossible its intelligent consideration," and the defects were specified, namely, that the resolution did not "suggest how the land commission now proposed is to be constituted; of how many members it is to consist; how many of the number are to be appointed by each party; what the tenure of the office is to be; or what are to be the powers of the Commissioners." Nor does the despatch under consideration "give the views of the Dominion Government in regard to any of these particulars." It was further observed that "it is obvious that on these the usefulness of the commission, or the propriety of acceding to the proposal, essentially depends. The policy of the Federal Government in dealing with Crown lands is understood to be different from the policy which is pursued by this Government, and which has, as we believe, been proved, by experience, to be for the general interest. Thus, while the Dominion Government favors sales to land companies, the Ontario policy is to confine grants to actual settlers; and in order to encourage settlement, provides for free grants to settlers in determinate portions of Crown territory." This despatch has not been answered, though fourteen months have since elapsed. But, as so many points have been arranged between the two Provinces, it is reasonable now to hope that the remaining points in which the Dominion and Ontario alone are concerned, may be arranged also.

In view of the delay of the Dominion Government in answering that despatch, the undersigned, to expedite the matter, recommends that in case that Government declines to concur in any other interim arrangement for the management of the lands north and west of the height of land, the following suggestions be offered for the consideration of the Dominion Government:

1. That the commission do consist of two persons, one to be appointed by each Government ;

2. That the Commissioners shall have the powers which the Public Lands Acts, and the Free Grants and Homestead Act of Ontario confer on the Lieutenant Governor in Council and on the Commissioner of Crown Lands, respectively, and shall be governed by the provisions of these Acts ; or, if the Dominion Government prefer any variations that that Government be respectfully requested to communicate the same without further delay for the consideration of this Government .

3. That proper provision be made for filling vacancies and paying expenses ; as to which the Dominion Government may be invited to make suggestions for consideration.

The 25th article of the agreement between the two Provinces provides that, with respect to suits and actions which may be hereafter brought, and to matters which may hereafter take place, and to offences which the Provinces have jurisdiction to deal with in this behalf, the courts, judges, magistrates and other officers of each Province shall have the same jurisdiction in the disputed territory north and west of the height of land, as if the territory were in such Province.

This may require confirmation by a Dominion enactment, so far as relates to judges whose offices are in the appointment of the Dominion Government. So, an enactment to the effect of this article is proper with respect to crimes and offences over which the Provinces have not jurisdiction.

The 36th article of the agreement is as follows:—" If, in any suit or proceeding with the Provincial jurisdiction the boundary between Ontario and Manitoba do, in the meantime, come in question, the court or other judicial authority before which the question arises is, in dealing therewith, to take judicial notice of all the documents and facts which it is above agreed to submit to the Privy Council on the same question, and without the said documents and facts being put in evidence before such court or other judicial authority, and is to have power to draw such inferences from the said documents and facts as may be necessary.

It is desirable that there should be a Dominion enactment to this effect, with respect to suits and proceedings within the jurisdiction of the Dominion Parliament.

There are thus five matters requiring Dominion action: (1.) Extending the preference to the Privy Council, so as to embrace the whole subject of our northerly and westerly boundaries; (2.) A reference to the Privy Council as to the claim of the Dominion Government to certain lands and timber in the territory; (3.) An arrangement as to the management in the meantime; and (4.) The Dominion legislation suggested by the 25th and 36th articles, respectively, of the agreement with Manitoba.

All which is respectfully submitted,

O. MOWAT.

23rd January, 1884.

OTTAWA, 1st February, 1884.

SIR,—I have the honor to acknowledge the receipt of your despatch of the 31st ult., transmitting, for the information of this Government, a copy of an approved Minute of the Honorable the Executive Council of the Province of Ontario, dated the 31st ult., together with a copy of the report of the Honorable the Attorney General, dated the 23rd ult., therein mentioned, having further reference to the agreement of the 18th December last, between the Provinces of Ontario and Manitoba, with respect to the Boundary question, and to state that the matter will receive due consideration.

I have the honor to be, Sir, your most obedient servant,

Under Secretary of State.

His Honor the Lieutenant Governor of Ontario, Toronto.

CERTIFIED COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 12th March, 1884.

The Committee of the Privy Council have had before them a despatch dated 31st January, 1884, from the Lieutenant Governor of the Province of Ontario, transmitting a copy of an Order of His Executive Council, advising that a report, dated 23rd January, 1884, from His Attorney General, with reference to the northerly and westerly parts of the Province of Ontario, be forwarded to the Secretary of State for the consideration of the Government of Canada.

The Minister of Justice, to whom the despatch and enclosure were referred, states that many matters are discussed, and four enumerated as "requiring Dominion action," in connection with the recent agreement between, the Government of Ontario and that of the Province of Manitoba, to submit the question of the true line of the boundary separating them, the one from the other, to the decision of the Judicial Committee of Her Majesty's Privy Council. These are stated to be—

"1. Extending the reference to the Privy Council, so as to embrace the whole subject of our (Ontario) northerly and westerly boundaries.

"2. A reference to the Privy Council as to the claim of the Dominion Government to certain lands and timber in the territory.

"3. An arrangement as to the management in the meantime, and

"4. The Dominion legislation suggested by the 25th and 36th articles, respectively, of the agreement with Manitoba."

That, as regards the first of these, "Extending the reference to the Privy Council, so as to embrace the whole subject of the northerly and westerly boundaries of Ontario."

The Minister of Justice is of opinion that it is desirable to settle, now and forever, the whole western and northern boundary, and believes that the case, as it will be presented to the Judicial Committee of the Privy Council, will afford such material as is available for the further purpose referred to. The western boundary between Ontario and the territory of Kewayden (Keewatin) is the continuation of the line between Ontario and Manitoba, and the northern boundary of Ontario is the southern limits of Rupert's Land, upon which the line of the western boundary depends. The submission of the further questions would seem, therefore, expedient and opportune, and the Minister of Justice is of opinion that it is desirable, if their Lordships so please, that their decision should cover the additional ground referred to in the despatch under consideration.

2. A reference to the "Privy Council as to the claims of the Dominion to certain lands and timber in the Territory."

Questions of the ownership of real property within the limits of a Province depend on considerations quite apart from those which affect its boundaries, and must be governed by the laws in force in each Province, and be decided by its ordinary tribunals in the usual course of the administration of justice.

The Minister of Justice is of opinion that it is not in the power of the Executive Government, nor is it expedient to assent to any mode of dealing with these questions, apart from the ordinary laws of each Province, and is unable to advise compliance with the suggestion in the despatch of the Lieut. Governor of Ontario on this head.

3. "Arrangement as to management in the meantime."

What is meant here is elaborated in a previous part of the report of the Attorney General, in which he says: "With respect to provisional arrangements with the Dominion, the most important relate to the Crown lands and timber in the disputed territory," and the Government of Ontario proposes "that the interim management of the lands and timber be hereafter left to that Government, subject to the statutory enactments and public regulations on which such management proceeds in the undisputed parts of Ontario, or on some other reasonable terms," or, "if the Dominion will not be a consenting party to such management as respects the whole territory," they propose that "as respect the land and timber south and east of the

height of land dividing the waters which flow into the great lakes from those which flow into Hudson Bay, the Dominion Government do withdraw, pending the dispute, any claim to interfere with the customary administration of the same by Ontario, and that as respects the land and timber in the west of the height, the Government of the Dominion be invited to state how the commission proposed by the resolution of the House of Commons, in 1882, should be constituted; of how many members it should consist; what the tenure of the office should be, and what the powers of the commissioners."

The Minister of Justice is of opinion that it is not expedient to draw any distinction between the land and the timber to the east of the height of land referred to and the land and timber to the west thereof, and the proposition that the Government of the Province of Ontario should be left in exclusive possession of the land to the east, while a joint commission should be appointed to govern the land to the west, is manifestly unfair.

The corollary to the proposition of Ontario on the first point, would be to withdraw entirely their pretensions as regards the land and timber to the west of the height of land, and leave the Governments of the Dominion and Manitoba in exclusive control in that portion of the disputed territory.

The Minister of Justice is of opinion that the joint commission proposed by the resolution of the House of Commons, in 1882, referred to in the despatch now under consideration, should be composed of two members, one to be appointed by the Government of the Dominion and one by that of the Province of Ontario; that the tenure of office should be as fixed by the respective Governments, that the powers to be entrusted to the Commissioners should be settled by the Minister of the Interior of the Dominion, with such members of the Government of Ontario as might be appointed by the Executive thereof for that purpose, and should not exceed those, by the General Land Acts of the Dominion and of the Province of Ontario, conferred upon the Executive officers administering their respective lands, and in framing rules for the guidance of the Commissioners, reference should be had to the Land Acts, both of the Dominion and of the Province of Ontario.

The Minister of Justice observes, in the report of Mr. Mowat, that it is stated, "the policy of the Dominion Government is understood to be different from that which is pursued by the Government of Ontario, and which has, as that Government believes, been proved by experience to be for the general interest. Thus, while the Dominion Government favors sales to land companies, the Ontario policy is to confine grants to actual settlers, and in order to encourage settlement, provides for free grants to settlers in determinate portions of Crown territory;" and states that the despatch in which this information was communicated has not been answered, though fourteen months have elapsed since it was transmitted.

The Government of the Dominion have to deal with lands in all parts of a widely extended area. In certain localities it has been found expedient to sell to land companies, in other parts not; and the laws have been adapted to meet the exigencies of the position of the Executive of the Dominion; they have not made any sales to land companies, nor do they propose to make any in the territory in dispute, which would seem sufficient for the consideration of this question. No object could have been accomplished by continuing a correspondence with the Province of Ontario on the general land policy of the Dominion and, therefore, the suggestions of the Government of Ontario, in their despatch of the 15th of November, 1882, were not replied to.

The Minister of Justice observes, that while the Attorney General of Ontario deprecates the issuing of timber licenses by the Government of the Dominion, in the disputed territory, he does not affirm what the course of the Government of Ontario has been in regard to this matter. This, the Minister of Justice thinks, it is desirable Your Excellency should be informed of.

With reference to the Dominion legislation, suggested by the 25th and 36th articles, respectively, of the agreement between the Province of Ontario and that of Manitoba—

The 25th article is in the following words :

“ With respect to suits and actions hereafter brought, or with respect to matters which may hereafter take place, respectively, and with respect to all offences which the Provinces have jurisdiction to deal with in this behalf, the courts, judges, magistrates, sheriffs, and other officers of each Province, shall have the same jurisdiction in the disputed territory, north and west of the height of land, as if the territory were in such Province.”

To legislate precisely in the line here indicated, would be to draw a distinction between the land to the north and west of the height of land, and that to the south and east, which the Minister of Justice thinks inexpedient; but he sees no objection to any legislation which might be necessary in the direction indicated, so only that it shall affect the whole territory in dispute.

The 36th article is in the following words :

“ If in any suit or proceeding, within Provincial jurisdiction, the boundary between Ontario and Manitoba do in the meantime come in question, the court or other judicial authority before which the question arises is, in dealing therewith, to take judicial notice of all the documents and facts being put in evidence before such court or other judicial authority, and is to have power to draw such inferences from the said documents and facts as may be necessary.”

The Minister of Justice is of opinion that legislation by Parliament is unnecessary, as regards the 36th paragraph of the agreement with Manitoba. He cannot conceive any circumstances arising anterior to the time when the decision of the Judicial Committee of the Privy Council may be expected, which would render necessary legislation on the part of the Dominion, and he thinks it inexpedient, after having referred the whole matter to the Judicial Committee, to provide for the points involved being heard here in advance of the decision of that tribunal, and he is unable, therefore, to advise concurrence in the view expressed by the Attorney General of Ontario in this respect.

The Committee concur in the report of the Minister of Justice, and they advise that a despatch be forwarded by the Secretary of State, based upon this Minute, if approved, to the Lieutenant Governors of Ontario and Manitoba, for the information of their respective Governments.

JOHN J. MCGEE, *Clerk, Privy Council.*

RETURN

(146)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884:—For a Return showing the location of the Life-saving Stations of Canada, with description of Life-boats, Buildings, Wreck-guns and other Life-saving Apparatus of each Station; also, Statement showing name of Captain and number of men in each crew, the Articles of Enlistment, the months during which such enlistment or engagement is binding, the salary of Captain, and pay of men in each case. Also, a copy of Instructions and Regulations issued by the Department of Marine for the guidance of Life-saving crews, and Reports received from Captains of crews, and others as to number of imperilled mariners rescued, and amount of property saved by Life-saving service during the year 1883.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
15th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]

MINING REGULATIONS

(147)

Copy (Senate) of those governing the disposal of Mineral Lands, other than Coal Lands.

[In accordance with the recommendation of the Joint Committee on Printing, the above Mining Regulations is not printed.]

RETURN

(148)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of all Reports, Maps and Estimates of the Engineer or Engineers employed to make surveys of the River Thames, at the Village of London, West, in the County of Middlesex, in the Province of Ontario.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

RETURN

(149)

To ORDERS of the HOUSE OF COMMONS, dated 28th February, 1883, 5th March, 1883, and 31st January, 1884;—For a Statement, for the fiscal years 1880-81 and 1881-82, and for the current year to date, as to persons employed in any of the Departments whose remuneration is charged to Public Works, in connection with which they are employed, giving: 1. The name. 2. The date of first employment. 3. The remuneration. 4. The nature of the service. 5. The works to which the remuneration is charged, with the amount charged to each work. Also, for a Statement, for the fiscal years 1873-74, 1874-75, 1877-78 and 1878-79, as to persons employed in any of the Departments whose remuneration was charged to Public Works in connection with which they were employed, giving: 1. The name. 2. The date of first appointment. 3. The remuneration. 4. The nature of the service. 5. The works to which the remuneration was charged, with the amount charged to each work. Also, a Statement giving the names of all persons in the Public Works Department, as Extra or Copying Clerks, whose salaries are, or have been, charged to particular works, since 1881.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(150)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For a Return, in detail, showing the expenditure in each year since Confederation:

1. For the purchase and maintenance of Rideau Hall and Grounds, with all additions and improvements.
2. For Furniture and all other movables supplied for Rideau Hall.
3. For Fuel and Light, Rideau Hall.
4. For Return similar to that contained in 1, 2 and 3, connected with the Quebec Citadel.
5. For salaries of Governor General, and his officials.
6. For the contingencies of the Governor General's Office.
7. For travelling expenses of the Governor General and Staff, besides those included in 6.
8. For labor and supplies of Dominion Steamers while conveying the Governor General, and for all expenses of every character connected with Rideau Hall.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th April, 1884.

Secretary of State.

RETURN

(151)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For copies of all Reports made by Messrs. Scott & Fuller, Architects, of Public Works Department, respecting Claims of late James Goodwin, for extras in connection with erection of Fence or Wall in front of Parliamentary Grounds, together with copies of all Estimates and Correspondence in reference thereto.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
16th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]

RETURN

(152)

To an ORDER of the HOUSE OF COMMONS, dated 7th February, 1884;—For a Statement setting forth in separate columns :

1. The amount of money expended in each of the Provinces since Confederation, or their entry into Confederation, up to the 30th June, 1883, on works of a strictly general character, distinguishing the sums chargeable to Capital from those chargeable to Income.
2. The amount of money expended in each of the Provinces, since Confederation, or their entry into Confederation, up to 30th June, 1883, for works of a strictly local character, distinguishing the sums chargeable to Capital from those chargeable to Income.

The Statement to show, for each of the Provinces in the Confederation separately, the exact amount expended in each of them.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th April, 1884.

Secretary of State.

No. 1.—STATEMENT showing Expenditure on Public Works “of a general character,” from 1st July, 1867, to 30th June, 1883, as called for by an Address of the House of Commons, dated 7th February, 1884.

Province.	Capital.	Income.	Total.	Remarks.
	\$ cts.	\$ cts.	\$ cts.	
Nova Scotia	9,047,902 52	7,219,177 47	16,267,079 99	Memo:—The works under heading “of a general character” comprise the Railways, Canals, Ottawa Parliamentary and Departmental Buildings, Rideau Hall, Slides and Booms, Telegraph Lines, and Lighthouses. O. E.
Prince Edward Island ...	409,441 51	1,792,664 72	2,201,806 23	
New Brunswick	12,610,485 62	10,426,692 02	23,037,177 64	
Quebec	19,382,047 63	7,892,674 63	27,274,722 26	
Ontario	30,728,080 12	6,835,270 07	37,563,350 19	
Manitoba	5,658,378 35	318,873 96	5,977,052 31	
North-West Territories...	6,914,398 19	4,292 64	6,918,690 83	
British Columbia	8,394,884 12	483,878 84	8,878,762 96	
Miscellaneous (not apportioned to any of the Provinces.)	1,136 84	87,334 95	88,471 79	
Totals	93,146,754 90	35,060,359 30	128,207,114 20	

STATEMENT showing Expenditure on Public Works of the Dominion of Canada,
by an Address from the House of

Number.	Works..	Nova Scotia.	Prince Edward Island.	New Brunswick.	Quebec.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.
1	Intercolonial Railway—Construction..	7,049,630 16	.....	11,950,147 51	9,090,872 71
2	do Working Expenses	5,348,245 23	.....	9,365,827 11	4,267,189 11
3	do Windsor Branch.....	23,103 93	.....	.....	.....
4	Railways, Maritime Provinces—Con- struction	1,801,461 89	409,441 51	824,689 28	.....
5	Railways, Maritime Provinces—Work- ing Expenses.....	1,406,933 37	1,792,364 72	823,854 46	.....
6	Pacific Railway—Construction.....	.....	.....	.....	.....
7	do Working Expenses.....	.....	.....	.....	.....
8	Coteau Landing Railway.....	.....	.....	.....	522 00
9	Canals—Construction.....	496,797 80	.....	44,387 53	10,440,462 50
10	do Staff and Repairs.....	26,092 82	.....	.....	2,279,041 93
	Totals, Railways and Canals....	16,152,263 20	2,201,806 23	23,008,905 89	26,068,088 25
11	Public Buildings—Construction.....	180,912 14	76,217 00	1,321,297 60	1,888,315 96
12	do Repairs, &c.....	67,665 62	21,811 66	51,149 65	369,582 90
13	do Heating.....	229 34	202 72	1,905 86	4,676 69
14	do Salaries of Engineers, Firemen, &c.....	871 20	553 06	3,217 29	3,515 92
15	Harbors and Breakwaters.....	1,008,464 33	259,128 16	658,976 03	442,692 52
16	Improvements of Rivers.....	93,004 71	45,143 54	125,410 17	353,002 74
17	Dredges—Construction.....	120,540 90	24,518 07	111,148 90	17,351 57
18	do Repairs.....	17,581 30	5,643 67	11,915 32	11,622 27
19	Dredging (not apportioned to any work).....	132 44	.....	.....	43,331 46
20	Slides and Booms—Construction.....	.....	.....	.....	263,574 27
21	do Staff and Repairs.....	.....	.....	.....	692,739 12
22	Roads and Bridges.....	1,509 92	.....	2,368 34	108,850 21
23	Telegraph Lines—Construction.....	69,467 13	.....	14,940 00	217,138 18
24	do Working Expenses.....	4,105 35	18,493 27	4,780 58	16,857 83
25	Lighthouses—Construction.....	41,242 31	.....	8,551 17	16,324 51
	Miscellaneous:—				
26	Surveys.....	41,160 68	9,732 43	46,659 65	114,293 61
27	Survey Coasts Capes Tormentine and Traverse.....	.....	2,500 00	2,500 00	.....
28	Arbitrations.....	.....	.....	.....	.....
29	Tug service between Montreal and Kingston.....	.....	.....	.....	48,151 42
30	Monument to Sir Geo. Et. Cartier.....	.....	.....	.....	.....
31	Agent and Contingencies, B. C.....	.....	.....	.....	.....
32	Sundries.....	.....	.....	.....	437 24
	Totals, Public Works.....	1,649,787 47	463,943 58	2,364,820 56	4,612,458 42
	Grand Totals.....	17,802,052 67	2,665,749 81	25,373,726 45	30,680,546 67

from 1st July, 1867 (date of Confederation), to 30th June, 1883, as called for Commons, dated 7th February, 1884.

Ontario.	Manitoba.	North-West Territories.	British Columbia.	Miscellaneous, not apportioned to any of the Provinces.	Total to 30th June, 1883.	Number.
\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	
					28,080,650 38	1
					18,981,261 45	2
					23,103 93	3
					3,035,592 68	4
					4,023,152 55	5
15,193,092 49	5,658,378 35	6,854,273 49	8,394,884 12		36,100,628 45	6
	318,673 96				318,673 96	7
					522 00	8
14,262,140 87		32,675 65		28,645 48	25,305,109 83	9
3,358,424 71				59,826 31	5,723,385 77	10
32,813,658 07	5,977,052 31	6,886,949 14	8,394,884 12	88,471 79	121,592,081 00	
3,437,828 97	432,831 74	246,801 07	286,997 28	116,931 84	7,988,033 70	11
2,775,545 64	60,253 79	7,014 50	15,189 25	687 15	3,368,900 16	12
2,753 07	880 00		92 00		10,739 68	13
6,629 55					14,787 02	14
1,850,187 23	265 39		91,843 85	12,243 75	4,323,801 26	15
124,656 54	30,977 03	6,537 71	35,523 27		814,255 71	16
38,557 57			10,893 61		323,010 62	17
7,500 91			11,506 17		65,769 64	18
50,824 48				1,754 27	93,042 65	19
45,052 37					308,626 64	20
408,757 49				48 52	1,101,545 13	21
1,221,168 37	441,287 64				1,775,182 48	22
22,000 00	72 00	27,449 05	89,879 49	7,254 27	448,200 12	23
		4,292 64	391,636 81		410,163 48	24
7,107 98			2,362 54		(a) 75,588 51	25
175,610 88	4,192 28	1,097 99	2,061 52	26,644 41	424,453 45	26
					5,000 00	27
				94,394 50	94,394 50	28
48,151 42					96,302 84	29
				1,319 13	1,319 13	30
			19,755 51		19,755 51	31
				8,212 22	8,649 46	32
10,222,330 47	970,759 87	293,192 96	957,741 30	263,490 06	21,804,524 69	
43,035,988 54	6,917,812 18	7,180,142 10	9,352,625 42	357,961 85	113,396,605 69	

No. 2.—STATEMENT showing Expenditure on Public Works of "a local character," from 1st July 1867, to 30th June, 1883, as called for by an Address of the House of Commons, dated 7th February, 1884.

Province.	Capital.	Income.	Total.
	\$ cts.	\$ cts.	\$ cts.
Nova Scotia.....	84,000 00	1,450,972 68	1,534,972 68
Prince Edward Island.....	.....	463,943 58	463,943 58
New Brunswick.....	.....	2,336,548 81	2,336,548 81
Quebec.....	.....	3,406,824 41	3,406,824 41
Ontario.....	200,910 25	5,371,728 10	5,472,638 35
Manitoba.....	172,372 43	798,387 44	970,759 87
North-West Territories.....	.....	261,451 27	261,451 27
British Columbia.....	.....	473,862 46	473,862 46
Miscellaneous (not apportioned to any of the Provinces).....	.....	269,490 06	269,490 06
Totals.....	457,282 68	14,732,208 81	15,189,491 49

Memo:—Expenditure on Public Works of a:—

	Capital.	Income.	Total.
	\$ cts.	\$ cts.	\$ cts.
"General character".....	93,146,754 90	35,060,369 30	128,207,114 20
"Local character".....	457,282 68	14,732,208 81	15,189,491 49
Totals.....	93,604,037 58	49,792,568 11	143,396,605 69

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, 14th April, 1884.

O. EWING,
Accountant.

RETURN

(153)

To an ADDRESS of the HOUSE OF COMMONS, dated 28th March, 1883 ;—For copies of all Tenders for the enlargement of Sections 4 (Rapide du Plat) and 10 (Cornwall) of the St. Lawrence Canals, received on the 4th December, 1883, and 12th February, 1884, respectively, as well as copies of all Orders in Council, Correspondence and Reports of Engineers on the same, since the 28th September last ; also, copies of all the quantities of the several items under Bills or Schedules of said Tenders respectively, on which the aggregate sum of each Tender has been computed, and copy of the Engineer's Estimate, in detail, of the prices of each item in each of said Schedules.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
18th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing,
the above Return is not printed.]

RETURN

(154)

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd March, 1884;—For :

1. Return showing all Orders in Council and Departmental Orders, respecting the sale of the Government Herd of Cattle, in the North-West, to any person or persons or Company.
2. All applications made for the purchase of such Cattle to the Government or to any Officer thereof.
3. All notices of sale or Tenders called for by the Government for the sale or other disposal of such Cattle.
4. A Statement showing the price paid for such Cattle, cost of maintaining the same since purchased, the price obtained therefor, to whom and when sold, a general account, with dates and items, of the expense of said Cattle since purchased, and the net proceeds of sale.
5. All Correspondence respecting the sale of said Cattle.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
9th April, 1884.

Secretary of State.

RETURN

(155)

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1884;—For Return of all Papers and Correspondence respecting that portion of the Pajot Farm, in the Town of Sandwich, which is claimed by the Indian Department on behalf of the Wyandottes of Anderdon.

By Command,

J. A. CHAPLEAU,

Department of the Secretary of State,
17th April, 1884.

Secretary of State.

[In accordance with the recommendation of the Joint Committee on Printing, the above Returns are not printed.]