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- Additional comments /  
Commentaires supplémentaires:

Various pagings.

There are some creases in the middle of the pages.

Sessional papers Nos. 25-27, 29-31, 33, 35-38, 40-42, 46-48, 50-51, 53-54, 57, 59-61, 63, 65-67, 69, 71, 74-75, 77, 79-86, 89-95, 98-102, 104-107, 109, 111-124, 126-131, 133-138, 144-146 not printed.

Part of Sessional papers Nos. 23-24, 49, 58, 70 & 141 not printed.

Sessional papers 34 and 39 are supposed to have been printed, but unable to find a copy of this volume with those numbers in it.

In Sessional papers No. 125, page 125 is incorrectly numbered page 25.

Part of Sessional papers No. 43 is inserted before Sessional papers Nos. 35-36.

# SESSIONAL PAPERS.

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VOLUME 11.

---

FIFTH SESSION OF THE THIRD PARLIAMENT

OF THE

DOMINION OF CANADA

---

SESSION 1878.

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VOLUME XI.



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PRINTED BY MACLEAN, ROGER & Co., WELLINGTON STREET, OTTAWA.

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 ————— **SUPPLEMENT No. 1** :—List of Lights on the Coasts, Rivers and Lakes, of the Dominion of Canada, on the 31st December, 1877.

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- MARINE AND FISHERIES—SUPPLEMENT No. 2** :—Report of the Chairman of the Boards of Steamboat Inspection, Examiners of Masters and Mates, Harbour Commissioners, Pilotage Authorities, &c., for the fiscal year ended 31st December, 1877.  
 ————— **SUPPLEMENT No. 3** :—Reports of the Meteorological, Magnetic and other Observatories of the Dominion of Canada, for the calendar year ended 31st December, 1877.

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- MARINE AND FISHERIES—SUPPLEMENT No. 4** :—List of Vessels on the Registry Books of the Dominion of Canada, on the 31st day of December, 1877.  
 ————— **SUPPLEMENT No. 5** :—Report of the Commissioner of Fisheries, for the year ending 31st December, 1877.

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- No. 2... **TRADE AND NAVIGATION** :—Tables of the Trade and Navigation of the Dominion of Canada, for the year ending 30th June, 1877.

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- No. 3... **INLAND REVENUE** :—Report, Returns and Statistics of the Inland Revenues of the Dominion of Canada, for the fiscal year ended 30th June, 1877.  
 ————— **SUPPLEMENT No. 1** :—To the Inland Revenue Report, for the year ended 30th June, 1877.  
 ————— 2 :—Weights and Measures for 1877.  
 ————— 3 :—Adulteration of Food for 1877.

- No. 4... **SECRETARY OF STATE FOR CANADA** :—Report of, for the year ended 31st December, 1877.

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- No. 5... **PUBLIC ACCOUNTS OF THE DOMINION OF CANADA** :—For the fiscal year ended 30th June, 1877.  
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 ————— **Further Supplementary Estimates of sums required for the service of the Dominion, for the year ending 30th June, 1879.**

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- No. 10... **INTERIOR**:—Report of the Department of the Interior, for the year ended 30th June, 1877.

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- No. 11... **LIBRARY OF PARLIAMENT**:—Report of the Librarian on the state of.
- No. 12... **PENITENTIARIES**:—Report of the Minister of Justice on, for the six months ended 30th June, 1877.
- No. 13... **BAPTISMS, MARRIAGES AND BURIALS**:—General Statement of, for certain Districts in the Province of Quebec, for the year 1877. (*Not printed.*)
- No. 14... **INSURANCE**:—Report of the Superintendent of, for the year ending 31st December, 1876.  
 —Abstract of Statements made by Companies licensed to do business of Fire or Inland Marine Insurance in Canada, for the year 1877.  
 —Names of the Foreign Mutual Life and Stock Companies that have not complied with the Consolidated Insurance Act of last Session in respect of deposits for future business.
- No. 15... **BANKS**:—List of Shareholders of the several Banks of the Dominion of Canada.

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- No. 16... **UNFORESEEN EXPENSES**:—Statement of Payments charged to Unforeseen Expenses under Orders in Council from the 1st of July, 1877, to date.
- No. 17... **WARRANTS, SPECIAL**:—Statement of Special Warrants of His Excellency the Governor General, issued in accordance with the Act 31 Vic., cap. 5, sec. 35, from the 1st of July, 1877, to the 9th of February, 1878, inclusive.
- No. 18... **SUPERANNUATION**:—Statement of Allowances and Gratuities under the Act 23 Vic., cap. 4.  
 —Return to Order, Statement of the reason in each case for the superannuation of the persons in the Civil Service mentioned in the Return laid before this House on the 18th February.
- No. 19... **STATUTES**:—Official Return of the distribution of the Statutes of the Dominion of Canada, being 40 Victoria, Fourth Session of the Third Parliament, 1877. (*Not printed.*)
- No. 20a... **PACIFIC RAILWAY, CANADA**:—Return to Order, Reports of Engineers and correspondence having reference to any actual surveys, or proposed survey, in connection with the Canadian Pacific Railway from the Red River westward, south of Lake Manitoba. (*Not printed.*)
- No. 20b... —Return to Order, Correspondence with the Minister of Public Works and the Engineer staff of the said Department in connection with the engagement of employees for the Pacific Railroad survey, and the routes (if any) they were instructed to take; also correspondence in reference to the carrying of emigrants, &c., by the Sarnia or Collingwood route since 1874. (*Not printed.*)
- No. 20c... —Return to Order, Statement of the number of miles surveyed, and the expenditure for such surveys, on the Pacific Railway, &c. (*Not printed.*)
- No. 20d... —Return and Supplementary Return to Address, Reports made in 1877, by Admiral DeHorsay, respecting the Port or Ports most suitable for a Terminus of the Canadian Pacific Railway in British Columbia.
- No. 20e... —Return to Order, Statement showing the amount of moneys disbursed up to 1st January, 1878, upon Contracts Nos. 13, 14, 15, 23 and 25, of the Canada Pacific Railway. (*Not printed.*)
- No. 20f... —Return to Order, Copy of every Report of the Chief Engineer, or any other Engineer of the Canadian Pacific Railway, suggesting or recommending a survey in 1876 and 1877, of the whole or part of the route between Burrard's Inlet and Yellow Head Pass, with copy of any order or instructions sent respecting the said survey. (*Not printed.*)
- No. 20g... —Return to Address, Progress estimates of work done under Contract 15 of the Canada Pacific Railway, and information as to the mode of making payments therefor. (*Not printed.*)

No. 20k.	Return to Order, Statement showing the number of miles actually graded and ready for track-laying and ballasting, under Contracts Nos. 13, 14, 15 and 25, of the Canada Pacific Railway; also number of miles of rails actually laid under said Contracts up to 1st January, 1878.
No. 20i.	Return to Order, Reports of Engineers, relating to the survey and location of the line of the Pacific Railway between the Red River and Battleford, and also all Reports relating to the proposed line of said railway between the same points, but south of Lake Manitoba.
No. 20j.	Reports and Documents in reference to the location of the line and the Western Terminal Harbour, of the Canadian Pacific Railway, by Sandford Fleming, C.M.G., Engineer in Chief, 1878.
No. 20k.	Return to Address, Copies of all Contracts on which tenders were invited for the construction of houses for the Engineers on the branch of the Canada Pacific Railway from Fort William to Selkirk—the cost of each house, the names of the contractors, the number of houses built, with the amount paid the contractor, and the number of those houses destroyed by fire, if any.
No. 20l.	Return to Order, Report of Exploration made by Mr. Bell, C.E., on the proposed route of the Canada Pacific Railway from Nipigon to the junction with the Thunder Bay, or Kaministiquia Branch of the said railway.
No. 20m.	Return to Address, Instructions to Mr. Fleming, Engineer-in-Chief of the Pacific Railway, on the subject of a series of questions, submitted through the Colonial Office to naval officers and others, relating to certain harbours in British Columbia, and a site for the terminus of the line on the Pacific Coast. ( <i>Not printed.</i> )
No. 21a.	INTERCOLONIAL RAILWAY:—Return to Order, Statement shewing the particulars of all amounts in addition to salary paid to any General or Departmental officer of the Intercolonial Railway, during the year 1876. ( <i>Not printed.</i> )
No. 21b.	Return to Order, Statement showing the quantity of work done in enlarging the Railway Water Works at Moncton, during the year 1876. ( <i>Not printed.</i> )
No. 21c.	Return to Order, Statement showing the sums of money paid C. J. Brydges, for the year ending 30th June, 1876, showing salary whilst the Intercolonial Railway was under construction; and salary for management; also expenses of his office at Montreal, Ottawa and Moncton; and amount of his travelling expenses for the same period. ( <i>Not printed.</i> )
No. 21d.	Return to Order, Correspondence between Mr. James Niven, of Newcastle, Miramichi, N. B., and the Officers of the Intercolonial Railway and the Government, in reference to the killing, by one of the trains of said road, on the 23rd of February last, of five head of cattle of the said James Niven. ( <i>Not printed.</i> )
No. 21e.	Return to Order, Statement showing for each month of the two years ending 31st December, 1876, the following particulars in relation to the working and management of the Intercolonial Railway:—1st. The number of miles run by the engines in each service; 2nd. The gross working expenses, without deductions, &c.; 3rd. The particulars of all charges made for the use of engines and cars, as well as for railway freight, &c.; 4th. The average in detail before and after deductions have been made; 5th. A statement giving detailed information in relation to the special trains for the conveyance of passengers or officers of the railway, which were run from the 1st July, 1875, to the 31st December, 1876. ( <i>Not printed.</i> )
No. 21f.	Return to Order, Statement showing the original size and cost, exclusive of heating apparatus, of the brick building at Moncton known as the general offices of the Intercolonial Railway, &c. ( <i>Not printed.</i> )
No. 21g.	Return to Order, Statement showing the particulars in regard to a main brick sewer constructed through the station yard of the Intercolonial Railway at Moncton during the past year, &c. ( <i>Not printed.</i> )
No. 21h.	Return to Order, Statement shewing the expenditure incurred during the last two years ending January 31st, 1877, for carpets, furniture, &c., fittings for the General Offices of the Intercolonial Railway at Moncton. ( <i>Not printed.</i> )
No. 21i.	Return to Order, Statement of the number of miles of the Intercolonial operated on 1st July, 1873, and the cost; also for 1st July, 1874, 1875, 1876, 1877.
No. 21j.	Return to Address, All Orders in Council, &c., relative to the fixing of the headquarters of the Intercolonial Railway at Moncton. ( <i>Not printed.</i> )
No. 21k.	Return to Order, Statement shewing the quantities, kinds and cost of rails, fish-plates, bolts and nuts, spikes and sleepers on hand but not in use on 30th June, 1875—received during the year ending 30th June, 1876—used and otherwise disposed of during the same period—the balance on hand but not in use at that date, &c. ( <i>Not printed.</i> )
No. 21l.	Return to Order, Statement shewing which of the Bridges and Culverts of the Intercolonial Railway between Pictou and Halifax received extensive repairs and alterations, or were renewed in part or in whole, during the seasons of 1875 and 1876, &c. ( <i>Not printed.</i> )
No. 21m.	Return to Order, Of all expenditure for repairs and additions incurred by the Intercolonial Railway Department on the Tupper House, Hollis Street, Halifax, used as a Ticket Office for that Department. ( <i>Not printed.</i> )
No. 21n.	Return to Order, Statement shewing the names, &c., of all persons, except ordinary mechanics and laborers, in the service of the Intercolonial Railway on the 31st March, 1876, and on the 31st December last.

- No. 21o.. ————Return to Address, Correspondence between the Government and T. M. Boggs in relation to his dismissal from the office of Train Despatcher at Truro on the Intercolonial Railway. (*Not printed.*)
- No. 21p.. ————Return to Address, Correspondence connected with the removal from office or resignation of George Taylor from the office of Assistant Railway Superintendent of the Intercolonial Railway. (*Not printed.*)
- No. 21q.. ————Return to Order, Correspondence between Mrs. Edward Murphy, of Barnaby River, Miramichi, N.B., and the officers of the Intercolonial Railway, in relation to the killing of a cow on said Railway. (*Not printed.*)
- No. 21r.. ————Return to Address, Correspondence relating to shipment of grain or other articles, by way of the Intercolonial Railway, at Halifax for Europe.
- No. 21s.. ————Return to Address, Statement shewing all contracts given since 1867, including those of the Intercolonial Railway, those awarded to the lowest tender, and those given to others.
- No. 21t.. ————Return to Address, Correspondence respecting a Railway Bridge across the Falls at St. John, New Brunswick, to connect the Intercolonial Railway with that of Western Extension at said Falls. (*Not printed.*)
- No. 21u.. ————Return to Order, Statement shewing the amounts paid annually for carrying the Mail between Kamouraska and the Railway Station at St. Paschal since the Express Train on the Intercolonial Railway began to deliver the Mail at that Station. (*Not printed.*)
- No. 21v.. ————Return to Order, Shewing all fees paid by the Department of Justice, in connection with the Intercolonial Railroad, to Counsel and Attorneys in connection with any business before the Supreme Court. (*Not printed.*)
- No. 22... OTTAWA RIVER, SIXTY MILE LEVEL:—Return to Order, Reports of Engineers respecting the greater rise in the waters of the sixty mile level of the River Ottawa, between Chaudière Falls and the Long Sault Rapids, than the levels below and above those points. (*Not printed.*)

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- No. 23... LACHINE CANAL, ENLARGEMENT OF:—Return to Order, Correspondence, letters and telegrams between the Government and the proprietors of the lands in the neighbourhood of the proposed enlargement of the Lachine Canal, from the first of March, 1875, up to the 10th March, 1877, &c. (*Not printed for Sessional Papers—for distribution only.*)
- No. 23b.. ————Return to Address, shewing the amounts of the six lowest tenders for Sections 4, 5, 6, 7, 8, 9 and 11 of the Lachine Canal, with the names of tenderers, and of parties to whom the contracts were awarded.
- No. 24a.. VICTORIA BRIDGE:—Return to Address requiring the Grand Trunk Railway Company to furnish the information respecting the freight and passenger traffic over the Victoria Bridge, during the years 1875 and 1876, in tabular form; also the cost of building the Victoria Bridge, and the cost of maintenance for 1876. (*Not printed.*)
- No. 24b.. ————Return to Address, respecting the tariff of charges for the conveyance of passengers and freight over the Grand Trunk and Intercolonial Railways, &c.
- No. 25... MATANE AND FOX RIVER TELEGRAPH:—Return to Address, Correspondence between the Government and Sir Hugh Allan and the Montreal Telegraph Company, in relation to the construction of a Telegraph Line between Matane and Fox River. (*Not printed.*)
- No. 26... HARBOUR COMMISSIONERS, MONTREAL:—Return to Address, Correspondence between the Government and the Montreal Harbour Commissioners on the subject of the refusal of the said Commissioners to allow cars and locomotive engines for the Quebec, Montreal, Ottawa and Occidental Railway to pass over the wharves in the Harbour of Montreal, &c. (*Not printed.*)
- No. 27... HARBOUR BOARD, MONTREAL:—Return to Address, Correspondence relating to complaints made against the administration of the Harbour Board of Montreal in connection with the town of Sorel and the works for deepening Lake St. Peter; also respecting the bad administration of the aforesaid works, the arbitrary dismissal of Pierre Oôté and Pierre Charbonneau and of any other employé, &c. (*Not printed.*)
- No. 28... CANADA CENTRAL EXTENSION:—Return to Address, Orders in Council relating to the route of the Canada Central Extension, and the contract for building that portion of railway.
- No. 29... HARVEY, JOHN:—Return to Order, Correspondence relating to the dismissal of John Harvey from the position of Slidemaster, at the Village of Arnprior. (*Not printed.*)
- No. 30... TAYLOR, I. B., AND MOYLAN, J. G.:—Return to Order, Accounts, vouchers and papers connected with the payments for printing as entered in the Public Accounts for 1873-4, as made out of the contingencies of the Department of Justice, to I. B. Taylor, The Citizen Printing Company and J. G. Moylan. (*Not printed.*)

- No. 31... MARITIME COURT OF ONTARIO:—General Rules of, under the provisions of the Act 40 Vict., cap. 21, sec. 8; also Tariff of suitors' fees, fixed under the 14th Sec. of the said Act. (*Not printed.*)
- No. 32... FORT FRANCIS LOCKS:—Return to Order, Report of the late Mr. Hazlewood, C.E., on the approximate cost of the Fort Francis Locks.
- No. 33... PRINCE EDWARD ISLAND, PRINTING, &C.:—Return to Order, Shewing amounts paid for printing for all services done in Prince Edward Island, during the years 1874, 1875 and 1876, respectively, the nature of the work done and the names of the persons who performed such work. (*Not printed.*)
- No. 34... EXPENSES OF COMMITTEES:—Return to Order, Object and Expense of each of the Special Committees appointed by the House, during the past four years, with the names of the persons who received payment, whether as witnesses, or otherwise, and the amounts received by each.
- No. 35... BONDS AND SECURITIES:—Statement of all Bonds and Securities registered in the Department of the Secretary of State, dated the 22nd February, 1878. (*Not printed.*)
- No. 36... PIERS, BAIE ST. PAUL, MALBAIE, &C.:—Return to Order, Shewing the quantity of timber supplied by Mr. Adolphe Gagnon for each of the piers at Baie St. Paul, Malbaie and Eboulements, in the County of Charlevoix. (*Not printed.*)
- No. 37... BRITISH COLUMBIA:—Return to Order, Showing the respective sums of money paid to the Government of British Columbia, and at what time paid, in accordance with sec. 2, cap. 17 of the Act 37 Vic. (*Not printed.*)
- No. 38... VETERANS OF 1812-13:—Return to Order, Names of the Militiamen of 1812 and 1813, who died between the 1st March, 1876, and the 1st January, 1878. (*Not printed.*)
- No. 39... GOVERNOR GENERAL:—Return to Order, Expenses of the trip of His Excellency the Governor General to Manitoba, similar to that contained in the Public Accounts, with respect to His Excellency's trip to British Columbia.
- No. 40... ARICHAT,—MAIL IRREGULARITIES:—Return to Address, Correspondence between the Post Office Inspector for Nova Scotia and any other person or persons, during the months of November, December and January last past, in relation to Mail irregularities between the Post Offices of Arichat, Hawkesbury and Antigonish, in the said Province. (*Not printed.*)
- BREAKWATER:—Return to Address, Surveys and Reports made by any Government Engineer within the last six years, in relation to the breakwater at West Arichat, in the Island of Cape Breton. (*Not printed.*)
- PILOTAGE RULES:—Return to Address, Copy of the Pilotage Rules and Regulations made by the Commissioners of Pilots for the Port of Arichat, in the Island of Cape Breton. (*Not printed.*)
- No. 41... RIMOUSKI, GASPÉ AND BONAVENTURE:—Return to Order, Shewing the rivers under lease, in the Counties of Rimouski, Gaspé and Bonaventure, and also those on the north coast of the St. Lawrence from the River Saguenay down to the Mingan Islands. (*Not printed.*)
- No. 42... BRITISH COLUMBIA, FISHERIES:—Return to Order, Report of the Inspector of Fisheries for British Columbia for 1877, with a statement of the expenditure connected therewith. (*Not printed.*)
- No. 43... AUSTRALIAN COLONIES:—Return to Order, Shewing the nature and value of all manufactures, &c., exchanged between Canada and the Australian Colonies, from the 1st of July, 1876, with copies of the Tariffs of these Colonies.
- No. 44... PUBLIC WORKS:—Return to Order, Showing the sums expended on Public Works chargeable to Income, during the fiscal years 1874-5, 1875-6, 1876-7, for which votes had been obtained in the Estimates of 1873-4; and also on Works chargeable to Capital.
- No. 45... NORTH-WEST TERRITORIES:—Copy of Ordinances made by His Honor the Lieutenant Governor and Council of the North-West Territories, on the 22nd March, 1877.
- No. 46... ST. PETER'S CANAL:—Return to Order, Correspondence in connection with the change of contractors for the enlarging of the St. Peter's Canal; also what funds are still in the hands of the Government belonging to Mr. Tuck, the original contractor, and the time within which the Contract is to be finished. (*Not printed.*)
- Return to Address, Reports, &c., made within the last two years in connection with the enlargement of St. Peter's Canal, in the Island of Cape Breton. (*Not printed.*)



- No. 47... LAKE ERIE HARBOR:—Return to Order, All Reports, &c., in connection with the projected Harbor on Lake Erie, near the Village of Morpeth, in the County of Kent, together with a statement of the expenditure, &c. (*Not printed.*)
- No. 48... NEW CAMPBELLTON POST OFFICE:—Return to Order, Correspondence in connection with the changing of the Post Office at the Port of New Campbellton, to a Way Office, and the reduction of the salary of the Postmaster; also shewing the amount of Postage Stamps disposed of by the several Post and Way offices during the year 1876 and the year 1877, in the County of Victoria, Nova Scotia. (*Not printed.*)
- No. 49a... MILITARY COLLEGE AND SCHOOLS:—Return to Order, Shewing the names of all the Cadets that have been admitted at the Military College, Kingston, from the opening of said College, and giving the names of those that are now following the courses of that institution.
- No. 49b... MILITARY COLLEGE AND SCHOOLS:—Return to Order, Shewing:—1. The amounts spent yearly since 1867 in the maintenance of Military Schools in the Province of New Brunswick; 2. The number of Candidates who have each year received 2nd Class Certificates, and the amount of gratuity paid; 3. The number of passed Cadets who at the time of attending any school held at Fredericton, N. B., were students of the University of New Brunswick, &c.; 4. The number and names of all passed Cadets who have held and now hold Commissions in the Active Militia in New Brunswick, &c. (*Not printed.*)
- No. 50a... MILITARY FORTS, POINT LEVIS:—Return to Order, Copies of all Tenders for the construction of the platform for the gun of No. 1 Fort, at Lévis. (*Not printed.*)
- No. 50b... MILITARY FORTS, POINT LEVIS:—Return to Order, Shewing the sums expended for repairs to military forts at Lévis, since last Session; the names and wages of the workmen, and the amount paid to each, &c. (*Not printed.*)
- No. 51... LINGAN HARBOR, C.B.:—Return to Order, Report of the survey of the Harbor of Lingan, Cape Breton, and Correspondence, &c. (*Not printed.*)
- No. 52... CANADA PACIFIC TELEGRAPH:—Return to Address, Specifications on which tenders were invited to construct the Lake Superior and Fort Garry sections of the Canadian Pacific Telegraph.
- No. 53... DOMINION LANDS:—Return to Address, Reports made to the Minister charged with the administration of Dominion Lands, under the Act 38 Vic., cap. 53, by any Commissioners appointed under the said Act; also all lists of lands prepared by the Surveyor General of Dominion Lands, in accordance with the provisions of the eighth section of the said Act. (*Not printed.*)
- No. 54... L'ARDOISE BREAKWATER:—Return to Address, Shewing the amount of money expended during the past year on the L'Ardoise Breakwater in the Island of Cape Breton. (*Not printed.*)
- No. 55... O'DONOGHUE, W. B.:—Return to Address, Orders of Council and correspondence between the Imperial and Canadian Governments relating to any Amnesty to Mr. W. B. O'Donoghue.
- No. 56... RAILWAY RESERVE, WINNIPEG:—Return to Order, Statement of moneys received by the Dominion Land Office at Winnipeg, for payment of Lands in the Railway Reserve, and copy of instructions to Dominion Lands Agent in Manitoba, in regard to Squatters upon the said Railway Reserve.
- No. 57... MATANE, HARBOR OF:—Return to Order, Copies of Mr. Kingsford's Report on the survey of the Harbor of Matane, with the plans and estimates accompanying the said Report. (*Not printed.*)
- No. 58a... WELLAND CANAL:—Return to Address showing the amounts of the six lowest tenders received for Sections 17, 18, 19, 20, 27, 28, 33, 34 and 35 of the new Welland Canal, with the names of the tenderers, &c. (*Not printed.*)
- No. 58b... WELLAND CANAL:—Return to Address:—1st. The amounts of the six lowest tenders received in September or October, 1873, for Sections 2, 3, 5, 6, 7, 12, 13 and 14 of the new Welland Canal, with the names of tenderers; 2nd. The amounts of the six lowest tenders for the same Sections, received in 1874, with the names of the tenderers; 3rd. The names of the tenderers to whom these sections were awarded; 4th. Copies of the Orders in Council awarding such Sections; 5th. Copy of all Correspondence relating to such award.
- No. 59... PENSIONS, CULLERS:—Return to Order, Correspondence relative to the pensions paid to the square timber cullers dismissed last year. (*Not printed.*)
- No. 60... MALPEQUE BREAKWATER:—Return to Order, Copy of Specification for construction of Malpeque Breakwater; copies of Tenders, with names of sureties offered for performance of contract, &c. (*Not printed.*)
- No. 61... SASKATCHEWAN RIVER:—Return to Order, Report of Surveys of the Saskatchewan River having in view the removing the obstructions which now exist at the Coals Falls and other points between that place and the Grand Rapids. (*Not printed.*)

- No. 62... PHILADELPHIA EXHIBITION:—Return to Order, Showing total cost to the Government of Canada of the Philadelphia Exhibition; giving a detailed statement of all moneys expended, &c.
- No. 63... EMPLOYÉS, DEPARTMENT MARINE, QUEBEC:—Return to Order, List of all the Employés of the Department of Marine in the District of Quebec, since 1861, (excluding the men employed in the River Police Force), with their salaries and respective places of residence. (*Not printed.*)
- No. 64... PEMBINA BRANCH RAILWAY:—Return to Address, Tenders received for the construction of that portion of the Pembina Branch Railway between St. Boniface and Selkirk, with copies of all Reports, &c., relating to the letting of this work.
- No. 65... TREMBLAY, P. A., &c.:—Return to Order giving: 1st. A detailed statement of all sums of money received by Pierre Alexis Tremblay, Esquire, Land Surveyor, in connection with the Ordnance Lands in 1876 and 1877; 2nd. A statement showing all the sums of money received during the said two years by Dorila Tremblay, as Lighthouse Keeper at Portneuf, &c. (*Not printed.*)
- No. 66... TIGNISH BREAKWATER:—Return to Order, Showing what lights have been built at Tignish Breakwater during the past season; with Correspondences from the Agent for the Marine and Fishery Department in Prince Edward Island relative thereto. (*Not printed.*)
- No. 67... LAPSED BALANCES 1876-77:—Return to Address, Orders in Council relating to balances of appropriations of 1876-77 which may have lapsed, and been carried over to the following year. (*Not printed.*)
- No. 68... MINISTERIAL CHANGES, QUEBEC:—An Address from the Legislative Council of the Province of Quebec to the House of Commons,—also an Address from the Legislative Assembly of the Province of Quebec to the House of Commons, on the subject of recent Ministerial changes in that Province.  
 \_\_\_\_\_ Message transmitting Memorandum from His Honor the Lieut. Governor of the Province of Quebec, with accompanying documents, containing explanations in reference to the recent Ministerial changes in that Province.  
 \_\_\_\_\_ Message transmitting letter from the Hon. C. B. De Boucherville, having reference to recent Ministerial changes in the Province of Quebec.
- No. 69... ST. CHARLES RIVER, QUEBEC:—Return to Address, Statement showing the names of the parties who tendered for the works now being constructed under the control of the Quebec Harbour Trust on the River St. Charles at Quebec. (*Not printed.*)
- No. 70... SHIPS, CANADIAN BUILT:—Return to Address, Correspondence, &c., about the admission of Canadian built ships into French ports at the same rate, and on the same conditions as ships from Great Britain and Ireland are admitted in said ports.
- No. 70a... \_\_\_\_\_ Return to Address, Correspondence that the Government may have had respecting the sale of Canadian built ships in France, on the same favourable terms as are enjoyed by vessels of British construction; also, as to the admission of French products into this country on more favourable terms than at present. (*Not printed.*)
- No. 71... STEAM VESSELS, REMEASUREMENT:—Return to Order, Showing the amount expended for the remeasurement of steam vessels registered under the Act of the late Province of Canada, now repealed; the names of the steam vessels; their tonnage; the amount paid, and to whom the said vessels belonged. (*Not printed.*)
- No. 72... HORSES, &c, IMPORTED:—Return to Order, Statement of the number and value of all Horses, Horned Cattle, Sheep and Swine imported into the Dominion from the first day of February, 1877, to the 1st day of February, 1878; also number and value exported during the same period; with amount of duties collected by Provinces.
- No. 73... MEAT IMPORTED:—Return to Order, Value of meat, green, dried, cured or potted, imported into Canada from the United States, and the duty collected on such, from 1st January, 1877, to 1st January, 1878.
- No. 74... INGONISH HARBOR BREAKWATER:—Return to Order, Papers connected with Ingonish Harbor Breakwater, not already brought down, stating the date of the several payments to the contractors, the total amount paid for the work, and the Engineer's certificates for the several payments, and also for extras paid to the contractors. (*Not printed for Sessional Papers—for distribution only.*)
- No. 75... CANADA SOUTHERN RAILWAY:—Return to Order, Annual Returns of the capital, traffic and working expenditure, for the two last financial years, of the Canada Southern Railway Company. (*Not printed.*)
- No. 76... PORT COLBORNE HARBOR MASTER:—Return to Address, Orders in Council relating to the creation of the office of Harbor Master at Port Colborne, and to the appointment of Charles H. Carter to such office, with copy of the Regulations for the management and protection of the Canals and Harbors.

- No. 77... CUSTOMS DUTIES, ST. JOHN, N.B.:—Return to Order, Statement of duties collected by Customs and Inland Revenue Departments at St. John, N.B., from 1st July, 1876, to 1st January, 1877, and from 1st July, 1877, to 1st January, 1878. (*Not printed.*)
- No. 78... ACCIDENTS, RAILWAYS:—Return to Order, Shewing the number of accidents and casualties which have occurred on the Railways of the Dominion during the years 1874, 1875, 1876 and 1877.
- No. 79... TIMBER SALES, INDIAN LANDS:—Return to Address, Shewing what sales were made of Timber on Indian Lands on the North Shore of Lake Huron, or on the Islands in the Georgian Bay or elsewhere, since the 1st day of January, 1873. (*Not printed.*)
- No. 80... SUPREME AND EXCHEQUER COURTS:—Copies of General Rules and Orders, as have been made by the Judges of the Supreme and Exchequer Courts since the last Session of Parliament. (*Not printed.*)
- No. 80a... —Return to Address, Return of all Appeals instituted before the Supreme Court of Canada since its creation, shewing the names of parties, the Court from whose judgement each Appeal has been brought, and indicating the cases already disposed of by the said Supreme Court, and the cases yet pending. (*Not printed.*)
- No. 80b... —Return to Address, Return of all cases instituted in the Exchequer Court of Canada since its creation, &c., and indicating separately the cases disposed of by the said Court and those yet pending. (*Not printed.*)
- No. 80c... —Return to Address, Return of all Petitions of Right transmitted to the Secretary of State since the passing of the "Petition of Right Act, 1876"; shewing the names of Suppliants, the amount and nature of each claim, in what cases His Excellency's fiat that right be done to the parties was granted, and in what cases refused. (*Not printed.*)
- No. 80d... —"The Dominion Controverted Elections Act, 1874"—Jacques Cartier County.—Somerville *et al* vs. Lafamme. Evidence of, &c. (*Not printed.*)
- No. 81... MIRAMICHI, N.B., FISH-BREEDING:—Special Reports on the condition of the Fish-Breeding Establishment at Miramichi, New Brunswick. (*Not re-printed in Sessional Papers.*)
- No. 82... OROMOCTO SHOALS:—Return to Address, Reports and Correspondence connected with the improvement of the navigation of the River St. John at the Oromocto Shoals. (*Not printed.*)
- No. 83... QUARANTINE HOSPITAL, SYDNEY, C.B.:—Return to Address, Correspondence between the Dominion Government and the Imperial Government in reference to a site for building a Quarantine Hospital at Sydney, Cape Breton. (*Not printed.*)
- No. 84... POPLAR POINT, MANITOBA:—Return to Order, Statement shewing the number of Lots South of the Assiniboine River, in the Parish of Poplar Point, in the Province of Manitoba, for which Patents have been issued, &c., under the Manitoba Act or otherwise. (*Not printed.*)
- No. 85... PARIS EXHIBITION:—Return to Order, Statement of all moneys paid or obligations incurred to the 1st of January last, in connection with the Paris Exhibition. (*Not printed.*)
- No. 86... TRAWLS OR BULTOWS:—Return to Order, Correspondence and Petitions in the hands of the Government respecting the use of Trawls or Bultows by Foreigners, off the coasts of Nova Scotia. (*Not printed.*)
- No. 87... ADVERTISING:—Return to Order, Statement of the expenses during the years 1874, 1875 and 1876 in advertising on behalf of the Government or any public service in the public journals of the Dominion.
- No. 88... IRON:—Return and Supplementary Return to Order, of all quantities of Iron purchased by any of the Departments of the Government for other than Railway purposes, by tender or otherwise.
- No. 89... FRAZER RIVER, SALMON FISHING:—Return to Address, Tenders that have been received for the leasing of the exclusive right of Salmon fishing and netting in the Frazer River, British Columbia. (*Not printed.*)
- No. 90... DAWSON ROUTE:—Return to Address, Correspondence relating to amounts claimed by Messrs. Carpenter & Co., on account of their contract for operating the Government Road commonly known as the Dawson Route. (*Not printed.*)
- No. 91... VICTORIA HARBOUR, WOOD ISLAND:—Return to Order, Copy of the Government Engineer's Report on Victoria Harbour and Breakwater at Wood Island. (*Not printed.*)
- No. 92... CASCOMPEC HARBOUR:—Return to Order, Copy of Survey and Report made by Henry F. Perley, Esq., Engineer, in 1874, with the view of improving the navigation of Cascompec Harbour, in Prince Edward Island. (*Not printed.*)

- No. 93... **ST. JOHN'S BRIDGE** :—Return to Order, Correspondence in relation to the St. John's Bridge, on the River Richelieu. (*Not printed.*)
- No. 94... **ROSS, ANGUS** :—Return to Order, Correspondence regarding the removal of Mr. Angus Ross, Lighthouse Keeper of Bird Island Light, County of Victoria, Nova Scotia. (*Not printed.*)
- No. 95... **GIBLIN, JOHN** :—Return to Address, Correspondence between the Government and John Giblin, of Quebec, in relation to the lease of the house now occupied as the Culler's Office at Quebec. (*Not printed.*)
- No. 96... **RAILWAY STATISTICS OF CANADA** :—Reports, Railway Statistics of Canada, and Capital, Traffic and Working Expenditure of the Railways of the Dominion, 1876-7.
- No. 97... **RED RIVER LOSSES** :—Return to Address, Correspondence between the Hudson Bay Company and the Dominion Government, relative to alleged losses at the Red River Settlement, connected with the insurrection in 1869-70.
- No. 98... **BOSWELL, J. K.** :—Return to Address, Orders in Council relating to the recent seizure of Mr. J. K. Boswell's Brewery, in the City of Quebec; and to the imposition of certain fines and penalties in connection therewith, &c. (*Not printed.*)
- No. 99... **CADETS, ROYAL NAVY** :—Return to Address, Statement showing: 1st. The number, if any, of Cadets nominated annually to the Royal Navy by the several Colonies of the Empire; 2nd. The names of such Cadets as have been nominated to Her Majesty's Royal Navy by Canada, since the 1st July, 1867. (*Not printed.*)
- No. 100... **COLLINGWOOD, HARBOUR MASTER OF** :—Return to Address, Order in Council, regulating and determining the rights, powers and duties imposed on the Harbour Master for the Port of Collingwood, and fixing his remuneration; and a Statement shewing the moneys received by the Harbour Master of the said Port. (*Not printed.*)
- No. 101... **"NORTHERN LIGHT," STEAMER** :—Return to Order, Accounts and Vouchers showing the amount of expenses incurred in the running the steamer *Northern Light*, between Georgetown and Pictou up to date. (*Not printed.*)
- No. 102... **McFARLANE, HON. ALEX.** :—Return to Address, Correspondence, &c., connected with a Lease from the Government of Nova Scotia and from the Dominion Government to the Hon. Alex. McFarlane, of certain mud flats and oyster beds in the Counties of Colchester and Cumberland. (*Not printed.*)
- No. 103... **AMMUNITION, VOLUNTEER** :—Return to Order, Giving in detail the amount of ammunition furnished during the years 1875, 1876 and 1877, to the Active Volunteer Battalions and Companies of the Dominion.
- No. 104... **ST. ATHANASE, PARISH OF** :—Return to Address, Correspondence in relation to any application for aid in behalf of certain ratepayers of the Parish of St. Athanase in the County of Irberville, who have suffered loss by floods. (*Not printed.*)
- No. 105... **CITY AND DISTRICT SAVINGS BANK, MONTREAL** :—Return to Address, A statement shewing the position of the Bank at the period of its re-organization in 1871; Also shewing how the Directors fixed at \$180,000 the surplus or poor fund; Also how the capital stock was taken up, and the names of shareholders, &c. (*Not printed.*)
- No. 106... **SOUTH GUT, POST OFFICE** :—Return to Order, Correspondence respecting the removal of the Post Office at South Gut of Ste. Ann's, County of Victoria, Nova Scotia. (*Not printed.*)
- No. 107... **PORT HASTINGS AND NARROWS, N.S.** :—Return to Order, Correspondence regarding the conveyance of the mails between Port Hastings and Grand Narrows in Nova Scotia. (*Not printed.*)
- No. 108... **SPIKES, PACIFIC RAILWAY** :—Return to Order, Copy of all notices and letters issued by the Department of Public Works calling for tenders for the supply of railway spikes for the Canada Pacific Railway.
- No. 109... **WIRE FENCE, P. E. I. RAILWAY** :—Return to Order, Correspondence shewing how many miles of wire fence has been taken down and replaced by post and batten fence, and the cost of erecting said post and batten fence. (*Not printed.*)
- No. 110... **SURVEYS, LAKES MANITOBA, &c.** :—Return to Order, Report of Surveys made of Lakes Manitoba and Winnipegosis, the Waterhen River and Little Saskatchewan River.
- No. 111... **MCDONALD, D.** :—Return to Order, Papers, &c., relating to the dismissal of D. McDonald, Postmaster at Little Glace Bay, Cape Breton. (*Not printed.*)

- No. 112.. **POST OFFICES, N.B.:**—Return to Address, Petitions from the inhabitants of the Parish of Perth, N.B., praying for the establishment of new Way or Post Offices in that parish, and correspondence between the Government and the Inspector of Post Offices for New Brunswick, bearing upon the same subject. (*Not printed.*)
- No. 113.. **CADIGAN, J.:**—Return to Order, Correspondence touching the resignation of J. Cadigan, as Postmaster at Little Glace Bay, Cape Breton County. (*Not printed.*)
- No. 114.. **CORBETT, JAMES:**—Return to Order, Correspondence relating to the dismissal of James Corbett, Postmaster at Lorway Mines, Cape Breton County. (*Not printed.*)
- No. 115.. **VICTORIA MINES, C. B.:**—Return to Order, Correspondence between the Post Office Department and all persons, touching the Postmaster and Post Office affairs at Victoria Mines, Cape Breton County, for the past three years. (*Not printed.*)
- No. 116.. **GAUVREAU, J. P.:**—Return to Order, Report, for the year 1877, of J. P. Gauvreau, Collector of Customs for the Port of Rimouski. (*Not printed.*)
- No. 117.. **CARRON BROOK VILLAGE:**—Return to Order, Correspondence respecting the establishing of Bonded Warehouses at the Village of Carron Brook and Town of Clinton, County of Huron. (*Not printed.*)
- No. 118.. **TUBING:**—Return to Order, Amount of all tubing imported into Canada during the year immediately preceding the imposition of duty on Tubing by the Tariff of last Session. (*Not printed.*)
- No. 119.. **NORTHERN RAILWAY, ROYAL COMMISSION:**—Return to Address, Fees paid by the Government of Canada to all Counsel employed in connection with the Royal Commission appointed to enquire into the affairs of the Northern Railway. (*Not printed.*)
- No. 120.. **COW BAY, C.B.:**—Return to Order, Correspondence relating to the removal of the Postmaster at Cow Bay, Cape Breton. (*Not printed.*)
- No. 121.. **MAILS, QUEBEC AND MURRAY BAY:**—Return to Order, Correspondence about the carrying of the mails by water from Quebec to Murray Bay, in the County of Charlevoix, for the year 1877; also the cost of carrying the mails to Tadoussac, Chicoutimi, Eboulements and Baie St. Paul. (*Not printed.*)
- No. 121a. —Return to Address, Tenders received in 1877 for the carrying by land of the mails from Quebec to Eboulements or Murray Bay; also a copy of all Orders in Council or Departmental Orders relating to the same. (*Not printed.*)
- No. 122.. **PLASTER OF PARIS:**—Return to Address, Statement of the quantities of Plaster of Paris or Gypsum, ground or calcined, imported from the United States during the past fiscal year, shewing quantity received at each Port and valuation of same for duty. (*Not printed.*)
- No. 123.. **RAILWAY STOCK IN BOND:**—Return to Order, Statement of the names of Railway Companies who entered in bond, since the 1st July, 1867, railway locomotives and other railway rolling stock, and the date of payment of custom duties;—Also the names of such Companies whose rolling stock were ordered to be sold by the Minister of Customs. (*Not printed.*)
- No. 124.. **McNEIL, R.:**—Return to Order, Correspondence relating to the dismissal of R. McNeil, Esq., as Shipping Officer at Little Glace Bay, Cape Breton County. (*Not printed.*)
- No. 125.. **ALASKA:**—Return to Address, Report of the Engineer who was employed last year in determining the probable boundary line between British Columbia and Alaska, and such other papers as relate to the defining of the boundary line between Alaska and British territory.
- No. 126.. **GEOLOGICAL SURVEY:**—Report of Progress of the Geological Survey of Canada, by Alfred R. C. Selwyn, F.R.S., F.G.S., Director, for the year 1876-77. (*Not re-printed in Sessional Papers.*)
- No. 127.. **TERRITORIES, N. A. CONTINENT:**—Message, transmitting Correspondence which has passed with Her Majesty's Government respecting the inclusion within the Boundaries of the Dominion of Territories on the North American Continent. (*Not printed.*)
- No. 128.. **RAT RIVER SETTLEMENT:**—Return to Address, Orders in Council on the subject of the lands at the place known by the name of Rat River Settlement, and on the Red River, in the County of Provencher, as well as in the settlement of La Petite Pointe de Chênes, in the Parish of Loretto, in the County of Selkirk, in the Province of Manitoba. (*Not printed.*)
- No. 129.. **VALLÉE, J. S.:**—Return to Order, Complaint made in 1875 against J. S. Vallée, Esquire, Postmaster of Montmagny, and copy of the Enquête held in 1875 by Mr. Achille Talbot, Deputy Post Office Inspector, on said Complaint. (*Not printed.*)

- No. 130.. LAND, CANAL PURPOSES:—Return to Order, Shewing the several amounts of money paid out of the \$39,256.01, deposited in the Bank of Montreal, to pay certain parties for land taken for Canal purposes, and the names of the parties who have been paid. (*Not printed.*)
- No. 131.. PENSIONS, PUBLIC OFFICERS, B.C.:—Return to Address, Correspondence respecting the pensions for Public Officers who were in the service of British Columbia at the date of the Union, 1871. (*Not printed.*)
- No. 132.. MORRIS, HON. A.: Return to Address, Report made to the Government by the Honorable A. Morris, Commissioner under the Act 38 Victoria, Chapter 53, on the putting into execution of that law and its operation in the Province of Manitoba.
- No. 133.. CERTIFICATES, SCHOOLS OF GUNNERY:—Return to Order, Ranks and names of all officers who have attended and taken long or short course certificates at the "A" or "B" Battery Schools of Gunnery. (*Not printed.*)
- No. 134.. THOUSAND ISLANDS:—Return to Order, Statement of all sales or leases of the Islands in the River St. Lawrence, lying between Brockville and Kingston, known as the "Thousand Islands," during the years 1874-5, 1875-6 and 1876-7, &c. (*Not printed.*)
- No. 135.. LA BANQUE NATIONALE:—Return to Address, Correspondence between the Government, or the Minister of Justice, and the creditors of one Olivier Latour, or any of them, or any persons on their behalf, in relation to the alleged forfeiture of its Charter by La Banque Nationale by reason of its illegally trading in Lumber and in the manufacture and sale of Square Timber and Saw Logs, &c. (*Not printed.*)
- No. 136.. TOLLS, UPPER OTTAWA IMPROVEMENT CO.:—Return to Address, Orders in Council fixing the rate of Tolls to be collected by the Upper Ottawa Improvement Company, on saw logs and timber passing through their works. (*Not printed.*)
- No. 137.. DOMINION POLICE:—Return shewing the average number of Dominion Police employed during each month of the year, ended 31st December, 1877; the cost of pay, and of travelling expenses. (*Not printed.*)
- No. 138.. MARINE AND FISHERIES, P.E.I.:—Return to Address, Contracts, Telegrams and agreements relating to the Service of the Marine and Fishery Department at Prince Edward Island, since the entry of said Island into the Dominion, in July, 1873. (*Not printed.*)
- No. 139.. TIMBER AND SAWED LUMBER IMPORTED:—Return to Address, Quantities and value of the Square White Pine, Pine Board Timber, &c.: and value of the Red and White Oak Staves; the total quantities and their value of Sawed Lumber, in White and Red Pine, &c., imported into Canada by water or by rail from the United States of America.
- No. 140.. WINDSOR AND ANNAPOLIS RAILWAY:—Return to Address, Correspondence connected with the Windsor and Annapolis Railway, the Windsor Branch and the Western Counties Railway; in connection with the purchase of an annuity by the Western Counties Company.
- No. 141.. EXCISE, STAMPS AND CUSTOMS:—Return to Address of all duties of excise for this Dominion, for the months of July, August, September, October, November, December, 1877, and the months of January, February and March of 1878. (*Not printed.*)
- No. 141a.. ———— Return to Address, Return of all duties for Stamps for this Dominion for the months of July, August, September, October, November, December, 1877, and the months of January, February and March of 1878, &c. (*Not printed.*)
- No. 141b.. ———— Return to Address, Return of all duties of Customs for this Dominion for the months of July, August, September, October, November, December, 1877, &c. (*Not printed.*)
- No. 141c.. ———— Return to Address, Return of all duties of Customs for the Dominion for the months of July, August, September, October, November, December, 1876, &c. (*Not printed.*)
- No. 141d.. ———— Return to Address, Return of all duties for Stamps for this Dominion for the months of July, August, September, October, November, December, 1876, &c. (*Not printed.*)
- No. 141e.. ———— Return to Address, Return of all duties of Excise for this Dominion for the months of July, August, September, October, November, December, 1876, &c. (*Not printed.*)
- No. 141f.. ———— Return to Address, Return of all duties of Excise for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1877, &c. (*Not printed.*)
- No. 141g.. ———— Return to Address, Return of all duties of Customs for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1877, &c. (*Not printed.*)
- No. 141h.. ———— Return to Address, Return of all duties of Customs for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1876, &c. (*Not printed.*)

- No. 141. Return to Address, Return of all duties of Excise for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1876, &c. (*Not printed.*)
- No. 141. Return to Order, Shewing the receipts for Customs and Excise in British Columbia for the six months ending on December 31st last; also, a Return of the Customs and Excise collected on Stikine River for the same period; also, a Return of the Imports and Exports of the said Province for the same period, &c.
- No. 142. EXCISE, STAMPS AND CUSTOMS:—Return to Address, Return of all duties of Excise for this Dominion for the months of July, August, September, October, November, December, 1877, and the months of January, February, and March of 1878, as well as the months of April, May and June of 1877.
- No. 143. HAWK, SUIT OF:—Return to Address, Copies of the Bill of Complaint and the Decree in the suit of Her Majesty's Attorney General for Canada *versus* Hawks, now pending in the Chancery Division of the High Court of Justice in England.
- No. 144. MUIR POST OFFICE:—Return to Order, Correspondence in relation to closing Muir Post Office, &c.; Correspondence in relation to dismissal of Charles Lilley as Postmaster in London East, and the appointment of Mr. Mills as Postmaster in his stead. (*Not printed.*)
- No. 145. GREAT VILLAGE:—Return to Address, Correspondence in reference to the change of Mail route between Great Village and Five Islands, *via* Portapique Mountain, in the County of Colchester. (*Not printed.*)
- No. 146. APPOINTMENTS TO OFFICE:—Return to Order, For a Return of the original papers made and signed by the Deputy Heads of the different Public Departments purporting to be made in obedience to the Order of this House of the fifth day of March, 1877, as follows:—The names of persons appointed to office between the 1st of January and the 7th of November, 1873, &c. (*Not printed.*)

## VOLUMES—SPECIAL.

- No. 147. HALIFAX COMMISSION:—Return to Address, Documents and pleadings relating to the questions decided by the award rendered at Halifax, on the subject of the indemnity of five million five hundred thousand dollars, under the Treaty of Washington.

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## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1877; For copies of all the Correspondence, Letters and Telegrams, between the Government and the proprietors of the lands in the neighbourhood of the proposed enlargement of the Lachine Canal, from the 1st of March, 1875, up to the 10th March, 1877; also copies of all the orders given to the Engineers to furnish information to such proprietors and of all applications of said proprietors for information made either to the Government, to the Engineers or to the Department of Public Works, as to the quantity of land required for such enlargement between the same dates, 1st March, 1875, and 10th March, 1877; also copies of all offers, proposals, and arrangements, submitted by the said proprietors to the Government, to the Engineers or to the Department of Public Works, and of all offers, proposals and arrangements submitted by the Government, the Engineers or the Department of Public Works, to the said proprietors between the said dates of the 1st March, 1875, and 10th March, 1877; also copies of all reports made by arbitrators or valuers, on the value of the lands of such riparian proprietors on the said Canal, within the said period, from 1st March, 1875, to 10th March, 1877; also of all reports made by the Engineers to the Government, or to the Department of Public Works, on the value of the said lands, and on the offers, proposals or arrangements made or proposed by such proprietors to the Government, or by the Government to such proprietors, within the said period, from the 1st March, 1875, to 10th March, 1877; also copies of all contracts entered into between such proprietors and the Government, or the Department of Public Works, in relation to the lands required for the enlargement of the Lachine Canal, between the 1st March, 1875, and the 10th March, 1877.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF SECRETARY OF STATE,  
OTTAWA, 12th February, 1878.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above Return is printed for distribution only.]*



## RETURN

(23B.)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For statement of amounts of the six lowest tenders for Sections 4, 5, 6, 7, 8, 9 and 11 of the Lachine Canal, with names of tenderers, names of parties to whom the contracts were awarded, and copies of the Orders in Council relating thereto ; also the date mentioned in the contracts for the completion of the work, and the gross amount of work done as per Engineer's progress estimate down to 1st of January last.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th March, 1878.

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STATEMENT showing the Amount of each of the six lowest Tenders received for Sections 4, 5, 6, 7, 8, 9, and 11 of the Lachine Canal Enlargement.

Names of Bidders.	Amount.	Names of Bidders.	Amount.
<i>* Section No. 4.</i>		<i>Section No. 8.</i>	
	\$		\$
1. Whitney & Doty.....	263,383	1. Davis & Son.....	310,365
2. McNamee & Co.....	273,362	2. D. O'Brien & Co.....	316,280
3. Hunter & Murray.....	299,784	3. J. Worthington & Co.....	352,466
4. James Worthington & Co.....	334,536	4. Hunter & Murray.....	353,943
5. D. S. Booth & Co.....	410,291	5. John Murray.....	360,401
6. ....		6. Heney & Murphy.....	414,577
<i>Section No. 5.</i>		<i>Section No. 9.</i>	
1. A. Charlebois.....	261,412	1. Lyons & Co.....	283,800
2. Downey & Hennessey.....	282,469	2. Malsburg & Co.....	286,370
3. Whitney & Doty.....	270,050	3. D. O'Brien & Co.....	293,800
4. Hunter & Murray.....	274,831	4. John Murray & Co.....	301,400
5. Jas. McShane, jun.....	286,164	5. Rogers & Kelly.....	307,550
6. James Worthington & Co.....	314,748	6. P. Lynch.....	317,610
<i>Sections Nos. 6 and 7.</i>		<i>Section No. 11.</i>	
1. Davis & Sons.....	712,527	1. Davis & Sons.....	725,617
2. Hunter & Murray.....	837,113	2. Francis Jones & Co.....	727,969
3. J. L. P. O'Hanly.....	852,069	3. Stars & Nagle.....	732,945
4. James Worthington & Co.....	904,004	4. D. O'Brien & Co.....	764,204
5. Francis Jones & Co.....	895,655	5. J. Worthington & Co.....	775,817
6. McNamee & Co.....	929,537	6. Whitney & Doty.....	783,365

\*Only five tenders received.

Section 4	was awarded to	Whitney & Doty.
do 5	do	A. Charlebois.
do 6 and 7	do	Davis & Sons.
do 8	do	O'Brien & Co.
do 9	do	Lyons & Co.
do 11	do	Davis & Sons.

Date of completion of Sections 4, 5, 6, 7, 8 and 9, as per contract, 25th April, 1878.  
 Date of completion of Section 11, as per contract, 25th April, 1879.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 6th May, 1876.

On a Report dated 3rd May, 1876, from the Hon. the Minister of Public Works, stating that tenders at schedule rates have been received for the execution of the works of enlargement of the Lachine Canal on sections Nos. 4, 5, 6, 7, 8, and 11 :

That the two lowest tenders for each Section when extended are as follows:—

Section No. 4, Whitney & Doty .....	\$262,383 or \$265,449
do 4, McNamee & Co.....	273,362
do 5, A. Charlebois.....	261,412 or 269,822
do 5, Downey & Hennessey.....	262,146 or 278,355
do 6 and 7, Wm. Davis & Sons.....	712,527
do do Hunter & Murray.....	837,113
do 8, Wm. Davis & Sons.....	310,365
do 8, O'Brien, Sullivan & Co. ....	316,280
do 11, Wm. Davis & Sons.....	725,617
do 11, F. Jones & Co. ....	727,969

That the lowest tenders for Sections Nos. 4, 5, 6 and 7 and 11 have been accepted.

That the lowest tenders for section No. 8, Messrs. Davis & Sons of Ottawa, having already been awarded two of the above mentioned contracts, it was deemed expedient to pass the second lowest tender in this case; that of Messrs. O'Brien, Sullivan & Co. of Montreal, \$316,280 as extended, which tender was accordingly accepted, and recommending that the acceptance of this last-named tender be approved.

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

Certified.

(Signed)

W. A. HIMSWORTH,  
Clerk, Privy Council.

#### LACHINE CANAL.

Statement showing dates fixed for completion of the works in the contracts for the following Sections, viz.:—

Section 4.....	25th April, 1878
do 5.....	25th April, 1878
do 6 and 7.....	25th April, 1878
do 8.....	25th April, 1878
do 9.....	25th April, 1878
do 11.....	25th April, 1879

OTTAWA, 19th March, 1878.

#### LACHINE CANAL.

Gross amount of progress estimates for work done to 31st January, 1878, on Sections Nos. 4, 5, 6 and 7, 8, 9 and 11.

Section No. 4.....	\$194,356 82
do 5.....	202,133 20
do 6 and 7.....	289,803 98
do 8.....	131,675 35
do 9.....	127,703 50
do 11.....	157,070 09

## RETURN

(24b)

To an ADDRESS of the HOUSE OF COMMONS, dated 26th March, 1877;—For  
 1. Copies of the arrangement made by the Government, or by the General Manager of the Intercolonial Railway, with the Grand Trunk Railway Company of Canada, respecting the tariff of charges for the conveyance of passengers and freight over the Grand Trunk and Intercolonial Railways. 2. A Statement of the rates which should have been and ought still to be charged for passengers and for freight by the Grand Trunk Railway, from its various stations to Rivière-du-Loup, and *vice versa*, per passenger, per car, and per the hundred pounds of the different classes of merchandise. 3. A Statement of the rates charged by the Intercolonial Railway for passengers and freight over the Intercolonial Railway, from Rivière-du-Loup to its various stations, and *vice versa*, per passenger, per car, and per the hundred pounds of the different classes of merchandise.

By command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
 OTTAWA, 22nd March, 1878.

RAILWAY DEPARTMENT,

MONTREAL, 12th March, 1878.

(Enclosure 8309.)

SIR,—I beg to return Order of the House of Commons asking for certain information in regard to the Intercolonial Railway. I now beg to forward to you, in answer to that Order, a copy of the arrangement entered into between the Intercolonial Railway and the Grand Trunk Railway Company, in regard to traffic passing between the respective lines.

The Grand Trunk Company have given notice that this agreement is to be terminated. The period of notice has expired, but the agreement is still being carried out, no further arrangement having yet been entered into.

In reply to the second enquiry, I beg to enclose a printed tariff issued by the Grand Trunk Railway Company, showing the rates which are charged from stations on their line to different points upon the Intercolonial Railway.

This includes the charge for the different classes of freight, and the charges per car for lumber and live stock.

I also enclose printed tariff showing the rates charged for local traffic upon the Intercolonial for all distance up to 400 miles. This applies to the traffic carried from Rivière-du-Loup to the different stations on the line of the Intercolonial Railway.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

C. J. BRYDGES,

*General Superintendent of  
 Government Railways.*

F. BRAUN, Esq., Secretary,  
 Department of Public Works.

GRAND TRUNK RAILWAY.—Winter Freight

FROM THE UNDERMENTIONED STATIONS.	Cacouna to St. Flavie, inclusive.							St. Octave to Meta- pediac, inclusive.							St. John, N.B.										
	Classes.							Classes.							Classes.										
	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	
c.	c.	c.	c.	c.	c.	¢	¢	c.	c.	c.	c.	c.	c.	¢	¢	c.	c.	c.	c.	c.	c.	¢	¢		
Sarnia .....																									
Camlachie, Forest.....	106	90	75	53	95	48	90	106	90	75	53	95	48	90	106	90	75	53	95	48	90	106	90		
Wilder, Park Hill.....																									
Ailsa Craig, Lucan.....																									
Granton.....																									
St. Mary's, Thorndale.....																									
LONDON.....	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82		
Stratford, St. Pauls.....																									
Goderich, Clinton.....																									
Seaforth.....	106	90	75	53	95	48	90	106	90	75	53	95	48	90	106	90	75	53	95	48	90	106	90		
Carronbrook.....																									
Mitchell, Sebringville.....																									
Tavistock.....	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82		
Bright, Drumbo.....																									
HAMILTON.....																									
PARIS, GUELPH.....	96	80	64	48	85	43	80	96	80	64	48	85	43	80	96	80	64	48	85	43	80	96	80		
BRANTFORD, GALT.....																									
Onondaga.....																									
Caledonia.....																									
Canfield.....																									
Dunnville.....																									
Port Colborne, Bertie.....	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82	66	50	90	45	85	100	82		
Fort Erie.....																									
BUFFALO.....																									
Shakespeare, Hamburg.....																									
Baden, Petersburg.....																									
Waterloo.....	97	81	65	49	86	43	81	97	81	65	49	86	43	81	97	81	65	49	86	43	81	97	81		
Berlin, Breslau.....																									
Doon, Blair.....																									
Rockwood, Acton, W.....																									
Limehouse.....	96	80	64	48	85	43	80	96	80	64	48	85	43	80	96	80	64	48	85	43	80	96	80		
Georgetown.....																									
Norval, Brampton.....																									
Malton, Weston, Carlton.....																									
TORONTO, Don.....	90	75	60	45	80	40	75	90	75	60	45	80	40	75	90	75	60	45	80	40	75	90	75		
Scarboro' Junction.....																									
Port Union.....																									
Duffin's Creek.....	90	75	60	45	80	40	75	90	75	60	45	80	40	75	90	75	60	45	80	40	75	90	75		
Whitby, Oshawa.....																									
Bowmanville.....																									
Newcastle, Newtonville.....																									
Port Hope, Cobourg.....																									
Grafton, Colborne.....																									
Brighton, Trenton.....																									
Belleville.....	90	74	59	45	80	40	75	90	74	59	45	80	40	75	90	74	59	45	80	40	75	90	74		
Shaaronville.....																									
Tyendinaga, Napanee.....																									
Ernestown.....																									
Kingston.....																									
Gananoque.....																									
Lansdowne.....	80	67	54	40	70	35	65	80	67	54	40	70	35	65	80	67	54	40	70	35	65	80	67		
Mallorytown, Lyn.....																									

Tariff, *vid* Intercolonial Railway.

Campbellton to Moncton, inclusive.										Nappan to Truro, Picton and Halifax, inclusive.										Humphreys to Amherst, Shediac and Rothesay, inclusive.										FROM THE UNDERMENTIONED STATIONS.
Classes.										Classes.										Classes.										
1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.							
c.	c.	c.	c.	c.	c.	¢	¢	c.	c.	c.	c.	c.	c.	¢	¢	c.	c.	c.	c.	c.	c.	¢	¢							
116	98	77	58	105	53	100	105	116	98	77	58	105	53	100	105	116	98	77	58	105	53	100	105	Sarnia.						
																								Camlachie, Forest.						
																								Widder, Park Hill.						
																								Ailsa Craig, Lucan.						
																								Granton.						
																								St. Mary's, Thorndale						
110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	LONDON.						
																								Stratford, St Pauls.						
																								Goderich, Clinton.						
																								Seaferth.						
116	98	77	58	105	53	100	105	116	98	77	58	105	53	100	105	116	98	77	58	105	53	100	105	Carronbrook.						
																								Mitchell, Sebringville						
																								Tavistock.						
110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	Bright, Drumbo.						
																								HAMILTON.						
106	39	71	53	95	48	90	100	106	39	71	53	95	48	90	100	106	39	71	53	95	48	90	100	PARIS, GUELPH.						
																								BRANTFORD, GALT						
																								Onondaga.						
																								Caledonia.						
																								Canfield.						
110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	110	90	74	55	100	50	95	105	Dunnville.						
																								Port Colborne, Bertie						
																								Fort Erie.						
																								BUFFALO.						
																								Sh'kespeare, Hamburg						
107	89	71	54	96	48	91	101	107	89	71	54	96	48	91	101	107	89	71	54	96	48	91	101	Baden, Petersburg.						
																								Waterloo.						
																								Berlin, Breslau.						
																								Doon, Blair.						
106	89	71	53	95	48	90	100	106	89	71	53	95	48	90	100	106	89	71	53	95	48	90	100	Rockwood, Acton, W						
																								Limehouse.						
																								Georgetown.						
																								Norval, Brampton.						
																								Malt'n, West'n, Carl'tn						
100	82	66	50	90	45	85	90	100	82	66	50	90	45	85	90	100	82	66	50	90	45	85	90	TORONTO, Don.						
																								Scarboro' Junction.						
																								Port Union.						
100	82	66	50	90	45	85	90	100	82	66	50	90	45	85	90	100	82	66	50	90	45	85	90	Duffin's Creek.						
																								Whitby, Oshawa.						
																								Bowmanville.						
																								Newc'stle, Newt'ville						
																								Port Hope, Cobourg.						
																								Grafton, Colborne.						
96	80	64	48	90	45	85	90	96	80	64	48	90	45	85	90	96	80	64	48	90	45	85	90	Brighton, Trenton.						
																								Belleville.						
																								Shannonville.						
																								Tyendinaga, Napanee						
																								Ernestown.						
																								Kingston.						
90	74	59	45	80	40	75	85	90	74	59	45	80	40	75	85	90	74	59	45	80	40	75	85	Gananoque.						
																								Lansdowne.						
																								Mallorytown, Lyn.						

GRAND TRUNK RAILWAY.—Winter Freight

FROM THE UNDERMENTIONED STATIONS.	Cacouna to St. Flavie, inclusive.							St. Octave to Meta- pediac, inclusive.							St. John, N.B.									
	Classes.							Classes.							Classes.									
	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.
c.	c.	c.	c.	c.	¢	¢	¢	c.	c.	c.	c.	c.	¢	¢	¢	c.	c.	c.	c.	c.	¢	¢	¢	
Brockville, Maitland.....																								
Prescott.....																								
Edwardsburg, Iroquois.....																								
Morrisburg, Antville.....																								
Dickinson's Landing.....																								
Mille Roche, Cornwall.....	75	63	50	33	66	33	60	70	80	67	54	40	76	35	65	75	80	67	54	40	70	35	65	75
Summerstown, Lancaster...																								
Coteau Landing.....																								
St. Dominique.....																								
Vaudreuil.....																								
St. Anne, Point Claire.....																								
MONTREAL.....																								
Champlain District.....	65	55	44	33	55	28	55	60	70	58	47	35	60	30	60	65	70	58	47	35	60	30	60	70
St. Lamberts to Durham, inclusive.....	60	50	40	30	50	25	50	60	66	55	44	32	60	30	55	65	70	58	47	35	60	30	55	65
Richmond, Windsor Mills....																								
Sherbrooke, Lennoxville.....																								
Waterville, Compton.....	60	50	40	30	50	25	50	60	66	55	44	32	60	30	55	65	70	58	47	35	60	30	55	65
Coaticooke.....																								
Island Pond to Portland, inclusive.....	70	58	47	35	55	28	55	65	74	62	50	37	65	33	60	70	80	67	54	40	65	33	60	70
Danville to Chaudière, in- clusive.....	55	46	37	28	45	23	40	45	60	50	40	30	50	25	45	55	66	55	44	33	55	23	50	55
Point Lévi to St. Pierre, inclusive.....	50	42	33	25	40	20	35	40	55	46	37	28	45	23	40	45	60	50	40	30	50	28	45	50
St. Thomas to St. Alex- andre, inclusive.....	45	38	30	23	35	18	30	35	50	42	33	25	40	20	35	40	60	50	40	30	45	25	40	45

Above rates are payable in Canadian Currency.  
 Class A rates will be arrived at by charging as many dollars per car as first-class rate is in cents per 100 lbs.  
 No less charge to be made for smalls than for 100 lbs. at first-class rates.

Tariff, *vid* Intercolonial Railway—*C* *ntinued*.

Campbellton to Moncton, inclusive.										Nappan to Truro, Pictou and Halifax, inclusive.										Humphreys to Amherst, Shediac and Rothesay, inclusive.										FROM THE UNDERMENTIONED STATIONS.
Classes.										Classes.										Classes.										
1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.	1st Class.	2nd Class.	3rd Class.	4th Class.	Flour, per barrel.	Grain, per 100 lbs.	Lumber, per Car of 20,000 lbs.	Live Stock.							
¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢	¢						
50	67	54	40	75	38	70	80	80	67	54	40	75	38	70	80	80	67	54	40	75	38	70	80	80						
70	58	47	35	65	33	60	70	70	58	47	35	65	33	60	70	70	58	47	35	65	33	60	70	70						
70	58	46	35	65	33	60	70	70	58	46	35	65	33	60	70	70	58	46	35	65	33	60	70	70						
70	58	46	35	65	33	60	70	70	58	46	35	65	33	60	70	70	58	46	35	65	33	60	70	70						
80	67	54	40	70	35	65	75	80	67	54	40	70	35	65	75	80	67	54	40	70	35	65	75	80						
66	55	44	33	60	30	55	65	66	55	44	33	60	30	55	65	66	55	44	33	60	30	55	65	66						
65	54	44	33	55	28	50	60	65	54	44	33	55	28	50	60	65	54	44	33	55	28	50	60	65						
64	52	42	32	50	25	45	55	64	52	42	32	50	25	45	55	64	52	42	32	50	25	45	55	64						

Flour, grain and lumber rates on this Tariff apply to traffic classified as subject to be charged at our flour, grain and lumber rates in car loads, which do not include cartage. When cartage is done, the Company performing the service will charge for it.



1. The Intercolonial Railway will not be accountable for any articles unless the same be signed for as received by a duly authorized Agent.

2. Nor will it be responsible for the loss of, or damage done to money, cash, bills, promissory notes, or securities for money, jewelery, trinkets, rings, precious stones, gold or silver, manufactured or unmanufactured, gold or silver plate or plated articles, clocks, watches, timepieces, marble, lace, furs, silks, in manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, writings, title deeds, prints, maps, paintings, engravings, pictures, stamps, or other valuables, nor for damage done to china, glass, eggs, wearing apparel, musical instruments, furniture, toys, stoves, castings, cast iron work, grindstones, tombstones, slate, or any other such hazardous or brittle articles, in packages or otherwise.

3. Nor will it be responsible for delays from storms or accidents, or damages from the weather, fire, heat, frost, or delay of perishable articles, or from civil commotion; nor will it, under any circumstances, be liable for loss of market or other claim arising from delay or detention of any train whether in starting or at any of the stations, or in the course of the journey. The Railway does not undertake to send goods by any particular train, if there be an insufficient number of cars at the station, or the cars cannot be conveniently used for that purpose, notwithstanding the goods may have been taken to the station before the hour appointed by the Railway.

4. Nor will it be responsible for the loss or damage of any packages insufficiently or improperly marked, packed, directed or described, or containing a variety of articles, liable by breaking to damage each other or other articles; nor for leakage arising from bad casks, or bad cooerage, or from fermentation or any other cause beyond the control of the Railway.

5. Nor will it be responsible for the loss or damage of any goods put into returned wrappers or boxes, or packages described as "Empties," nor for any goods directed "to be left until called for," or "to order," warehoused for the convenience of the parties to whom they belong, or by or to whom they are consigned; nor will it, under any circumstances, be accountable for the loss or damage of goods that are not taken away immediately after advice of their arrival has been sent or posted.

6. Nor will it be responsible for any deficiency in weight or measure of grain, &c., in bags or in bulk; nor for any deficiency in weight, number, or measure of lumber, coal, or iron carried by the car-load. Nor for shrinkage of all or any kinds of sugars, or short weights of the same, unless a damage to the package can be shown to have happened whilst in the possession of the Railway.

7. No Agent or other employé of this Railway is authorized to take charge of bank notes, money, or valuable papers.

8. Senders of dangerous articles will be held accountable for any damage arising therefrom, or thereto, unless the contents are so described upon the direction, that due care may be observed in loading; and in no case will the Railway be liable for the loss of any such articles; and the Railway will not undertake the transport of aquafortis, acetic acid, vitriol, friction matches or gunpowder, except at the convenience of the Railway, and by special arrangement.

9. The Railway will have a lien on all goods transported over it, for the freight and charges thereon, as well as for any balance which may be previously due for freight, &c., by the owner or consignee; and the said goods will be liable to be sold by public auction for the payment of the charges thereon, and other balances which may be due. If the owner or owners, or his or their agent shall not, within five days after the arrival of the goods at the place of destination, pay the freight and any other charges due thereon, and take possession of and remove such articles from the Railway premises, the General Superintendent may sell or cause the same to be sold at public auction, after giving ten days' public notice of such sale, to defray the Railway's claims, and all expenses incurred thereon.

10. Fresh fish, fruit, meat, poultry, oysters, and other perishable articles, are conveyed only at the owner's risk, and the freight must be prepaid.

11. All articles directed to be left at any way station, or platform, where no buildings have been established, or where there is no resident agent, must be prepaid,

and will be at the risk of the owner, whenever they are landed at such station or platform; and all articles brought there for conveyance will also be at the owner's risk until taken into the cars.

12. That all goods addressed to consignees at points beyond the places at which the Railway has stations, and respecting which no directions to the contrary shall have been received at these stations, will be forwarded to their destination by public carrier or otherwise, as opportunity may offer, without any claim for delay against the Railway for want of opportunity to forward them; or they will be allowed to remain on the Railway premises, pending communication with the consignees, at the risk of the owners, for any damage arising from any cause whatever. But, that the delivery of the goods by the Railway will be considered as complete, and the responsibility of the Railway will be considered to have ceased when such carriers shall have received notice that the Railway is prepared to deliver to them the goods for further conveyance. And it is expressly agreed that the Railway shall not be responsible for any loss, damage, or detention that may happen to goods so sent by them, if such loss, damage, or detention, occur after the said notice, or beyond their said limit. That all property contracted for, at a through rate or otherwise, to or from places beyond the line of the Intercolonial Railway, if shipped by water, shall, while not on the Railway, or in their sheds or warehouse, be entirely at the owner's risk. And in case of loss or damage to any goods for which this Railway or connecting lines may be liable, it is agreed and understood that they shall have the benefit of any insurance effected by or for account of the owner of the said goods, before any demand shall be made.

13. Storage will be charged on all goods remaining in the stations over forty-eight hours after their arrival, at the rate of five cents per barrel bulk per month, and no deduction will be made from this rate for goods remaining in store for a less time than one month.

14. The time allowed by the Railway for the purpose of loading or unloading cars is thirty-six hours, exclusive of Sundays, after the expiration of that time demurrage at the rate of Two Dollars per car, per day, will be charged. This applies as well to cars that are not promptly loaded, after being placed in position, as to cars that are not unloaded after arrival. Cars that are liable to be unloaded by consignee or owner, the railway reserves the right to discharge at consignee or owner's expense, unless the above rule is complied with.

15. No goods will be delivered until all charges against them are paid, and the Railway will not be accountable for the correctness of any "back charges" on goods, &c., by other roads, companies, conveyances or individuals.

16. No claim whatever, for loss or damage (for which the Railway is liable), will be allowed, unless notice in writing is given to the Station Agent before the goods are removed.

17. No charge less than twenty-five cents will be made for any single package or consignment.

18. Vehicles are carried only at the owner's risk of damage from fire, weather, and all other contingencies—and must be prepaid.

19. Machines or articles very long or bulky, which require one or more cars to be taken especially to convey them, will be charged at full car rates.

20. Barley, bones in bulk, chalk in bulk, corn, clay, coals, coke, hay and straw, oats, oysters, potatoes, rye, salt, wheat, dry fish in bulk, bricks, grindstones, mill and burrstones, manures, limestone, ores, slate, sand, gravel and stones, chains and chain cables, pig and scrap iron, lumber of all kinds, tan bark, gypsum and plaster in bulk, ice, rails and railway chairs, ships' knees (iron), lime, minerals in rough state, ships' rigging fitted or unfitted, drain pipes, extract of barks, sugar and molasses, hides, leather tanning materials, grease, tallow, rosin, C. soda, paper leather board, chemicals, shoe pegs, clothes pegs, earthenware, oil, empty barrels, soap, manganese, and all articles of a similar character must be loaded and unloaded by the owner thereof, at his expense; and double rates will be charged if the cars are overloaded.

21. Top wharfage at the customary rates will be charged on all goods loaded on the Railway Wharves, except in cases where the goods are to be forwarded by this Railway, and are not delayed at the instance of the owner, consignor or consignee.

22. The following rates of wharfage are to be charged vessels using the Railway Wharves, except in cases where the vessel is lying to unload, on the cars, goods to be carried by the Railway, or for the purpose of unloading ballast or coal for the use of the Railway, or where the vessel may be receiving goods or lumber directly from the cars. Vessels in all cases to lay where directed by the Agent or Wharfinger for the time being:—For every decked vessel or woodboat of the burden of 40 tons or under, 30 cents per day; above 40 tons and under 50 tons, 35 cents; above 50 and under 60, 40 cents; above 60 and under 70, 45 cents; above 70 and under 80, 50 cents; above 80 and under 90, 55 cents; above 90 and under 100, 60 cents; above 100 and under 120, 70 cents; above 120 and under 150, 80 cents; above 150 and under 180, 90 cents; above 180 and under 200, \$1; above 200 and under 220, \$1.10; above 220 and under 240, \$1.20; above 240 and under 260, \$1.30; above 260 and under 280, \$1.40; above 280 and under 300, \$1.50; above 300 and under 320, \$1.60; above 320 and under 340, \$1.70; above 340 and under 360, \$1.80; above 360 and under 380, \$1.90; above 380 and under 400, \$2; above 400 and under 450, \$2.25; above 450 and under 500, \$2.50; and 25 cents for each additional 50 tons.

23. Full car loads of 20,000 lbs. each, of any or all description of goods except gunpowder and other hazardous articles, to one address, may be rated fourth class.

24. All live stock conveyed over the Railway, are to be loaded and discharged by the owner or his agent, and he undertakes all risk of loss, injury, damage, and other contingencies, in loading, unloading, transportation, conveyance, and otherwise, no matter how caused, and the stock must be fed at his expense. Halters are to be provided by him when necessary, or when in less quantities than car loads. One Drover free (second class) when accompanying his stock, for the purpose of taking care of it, and paying the full price of a car load. Freight of all live stock to be paid. Cars cannot be hired to load cattle, or goods of any kind, with the privilege of "loading up" from different stations; and in no case can Drovers be permitted to go free, except when they have at least one full car load from one station, and then to pass only from that station.

25. Full car loads of bricks, pig and scrap iron, bones, manure, lime and lime stones, ships' knee (iron) and iron knees, land plaster, slate, and minerals in rough state, ships' rigging fitted and unfitted, drain pipes, manganese, extract of bark (hemlock), and soap, direct from factory, at lumber rates.

26. Sugar, molasses, hay, straw, hides, leather (direct from factories), tanning materials, grease, tallow, rosin, caustic soda, paper and leather board, chemicals, and all materials used in manufacture of paper (direct to or from factories), shoe pegs, clothes pins, earthenware, coal oil, at live stock rates.

27. Hay and straw will only be conveyed in box freight cars, and at owner's risk of fire.

28. The loading of lumber will be limited to the quantities per car, hereinafter stated. Pine, hemlock and spruce will be reckoned as soft, and all other kinds as hard. Owners overloading will be charged double rates in every instance. The quantities mentioned as being the load for one car, will not be considered as applicable to lumber, which, by reason of its length, requires for its conveyance two or more cars. Scantling, sawn or hewn, and ship or deck plank, or other long lumber, must not be piled higher than the tariff quantity of the same description of goods would reach, if upon one car. Owners to produce survey bill when required by the Station Master, or other duly authorized agent; and in case of dispute as to the quantities, the lumber may be re-surveyed at the expense of the party proved to be in error.

29. Lumber will be taken to mean timber, deals, boards, plank, ship stuff, cordwood, tanbark, fence or hoop poles, box shooks, clapboards, staves, logs, laths, shingles, railway sleepers, spars, and all other similar products of the forests. It must in all cases be properly and safely laden upon the cars, and must not project over the ends of the cars, nor must cross-grained wood be used for stakes. In the event of the

owner neglecting or refusing to obey the directions of the Station Master, or other person authorized by the Superintendent in relation thereto, the load will be reduced, if necessary, to bring it within the quantity prescribed for a car load, and afterwards so secured as to make it entirely safe for transportation. The expense of doing this being charged against the goods.

30. When lumber is put upon one car, care must be taken to have a stake placed near the centre of the length, in addition to the others, so as to prevent its being dependent on only two stakes; and when the load is of logs or small round timber, or such other description of lumber as tends to settle, and thus produce increased strain upon the stakes, chains or ropes must be used about one-third of the height from the top of the load, to bind it, and where entire safety cannot be otherwise secured; skids to separate the tiers must also be used.

31. Long lumber extending over two or more cars, must be bound by chains or large ropes. It must not be "bound" by the stakes, but loaded on "bunks," that it may "play" or "swivel" freely.

32. Lumber will be carried only at the convenience of the Railway, and at the risk of the owner.

33. Cars laden with lumber will not be allowed to stand over to give owners or consignees choice of positions at the receiving stations when other berths are unoccupied.

34. In loading cordwood, sticks must be placed at the edges of the car for the outer ends of the wood to rest upon, that it may tend when piled towards the centre. The stakes must be green spruce or straight hardwood of sufficient thickness.

35. Stations being often obstructed by deposits of lumber of various kinds, and the ordinary business of the station being thereby incommoded, in such cases the obstructions will be removed and the cost of such removal, in addition to yardage at the rate of one dollar per car load per day, will form a charge against the lumber. Notice will be given to the owner or consignee that its removal is required before a certain time, and the charges will commence immediately on the expiration of such time. When the charges have accumulated so as to amount to half the value of the lumber, it will be sold at public auction, after giving ten days' public notice of such sale.

36. Lumber and other goods will not be received at sidings unless by previous arrangement it is shown to the satisfaction of the Superintendent that sufficient for a full train load of ten cars will be so placed that it can readily be laden with the assistance of an engine. A charge of \$2.50 per hour will be made, in addition to the rate per car, when the engine is detained more than three hours.

37. To avoid errors in way billing loaded cars at outsidings, owners should fasten a ticket upon the side of the car stating to whom the load belongs, and to whom and where it is to be consigned.

38. When goods are required to be loaded by the owner or his agent, or at his expense, all fittings (such as stakes, bunks, skids, chains, ropes, &c., for lumber, and sideboards for coal, sand, bricks, clay, stone, manganese, grain or articles of a similar character) must be provided by him, or will be charged to him if furnished by the Railway. Such fittings will be transported back free if necessary, but at the owner's risk.

39. When cars, liable to be laden or unladen by the owner or consignee of the goods, have been once placed, and for the convenience of the owner, or at his request, are shifted to finish at another berth in the same station yard, a charge of One Dollar per car will be made for such service.

40. Cars left at stations or sidings to fill requisitions, will be subject to demurrage after twenty-four hours (exclusive of Sunday); they may be handed over or removed to fill other requisitions.

41. For the purpose of carriage, the following articles will be estimated to weigh:—

	Lbs.		Lbs.
Alcohol, per barrel .....	400	Horses .....	1000
Ale, Porter and Beer, per barrel, in wood....	330	Horned Cattle, each .....	1000
do do in bottles ..	220	Ice, per cubic foot .....	62
Apples, per barrel .....	150	Kerosene, or Mineral Oil, per barrel .....	340
Bark, 1 cord, 8 x 4 x 4 .....	2000	Lime, per bushel.....	80
Barley, per bushel .....	48	do per cask.....	450
Beets do .....	60	Malt, per bushel.....	36
do per barrel.....	150	Molasses, per barrel.....	500
Beans do .....	60	Nails, per keg .....	100
do do .....	280	Oats, per bushel .....	34
Beef do .....	300	Oil, per barrel, except Kerosene or Mineral...	380
do per tierce .....	480	Onions, per bushel .....	60
Boat, single, any description of two-oared ..	1900	do per barrel .....	180
do ship's, taking entire car.....	10000	Oysters do .....	200
do ship yawl or keel .....	6000	Parsnips do .....	150
do shell, over 28 feet long .....	3000	do per bushel.....	60
Bran, per bushel .....	20	Peas do .....	60
Brooms, per dozen .....	40	do per barrel .....	280
Brick, each .....	6	Pork do .....	300
do Fire .....	7	Potatoes do .....	150
Buckwheat, per bushel .....	48	do per bushel.....	60
Carrots, per barrel.....	150	Rosin, per barrel.....	280
do per bushel .....	60	Rum, per hhd.....	1000
Calves, each .....	150	Rye, per bushel .....	56
Cabs, Gigs, Buggies and Carts for single horses and light two-horse Vehicles, each	1000	Salt, fine, per bushel .....	56
Carboys, filled.....	200	do do per barrel .....	300
do empty .....	100	do coarse do .....	350
Carriages and Fancy Sleighs, children's.....	150	do do per sack .....	220
Cement, per barrel .....	300	Sheep, Goats and Lambs, each ..	100
Cheese, per box.....	70	Sleighs, Pungs or Country Waggon and Sleds for single horses, each .....	600
Cider, per barrel .....	375	Sleepers, hecmatac, hemlock, pine or spruce, each .....	150
Clover Seed, per bushel .....	60	Sleepers, cedar, each.....	100
Coke do .....	50	Stone, dressed, per cubic foot.....	160
Corn, shelled do .....	56	do undressed do yard .....	4000
do in ear do .....	70	Swine and Pigs, each.....	250
Cornmeal do .....	48	Suckling Pigs, each .....	50
do per barrel .....	200	Tar, per barrel .....	400
Empty Flour Barrels, each .....	25	Tobacco, per hhd.....	1600
do Beer or Porter Barrels, each .....	75	Turnips, per bushel.....	60
Eggs, per barrel .....	200	do per barrel .....	150
Firewood, dry, 1 cord, 8 x 4 x 4 .....	3000	Vinegar do .....	375
do green do .....	4000	Wheat, per bushel .....	60
Fish, pickled, per barrel .....	300	Whiskey, per barrel.....	450
do per 1/2-barrel.....	150	1000 Clapboards .....	2000
do per 1/4-barrel .....	75	1000 Palings .....	1670
do per kits.....	40	1000 Laths .....	680
Flax Seed, per bushel.....	50	1000 Hoop Poles.....	4000
Flour, per barrel .....	200	1000 Shingles .....	300
Grass, Clover Seed, per bushel .....	60	1000 superficial feet Softwood Boards, Plank or Deal .....	2500
do Hungarian do .....	45	1000 superficial feet Hardwood Boards, Plank or Deal .....	4000
do Timothy do .....	45	30 cubic feet Knees, or Ship Timber.....	2000
do Millett do .....	45	30 do Hardwood Logs or Timber.....	2000
Gravel, per cubic yard .....	3500	40 do Softwood .....	2000
Hackney Coaches, Stages or large two-horse Vehicles .....	2000	12 do Granite .....	2000
Hemp Seed, per bushel .....	44	14 do Sandstone .....	2000
High Wines, per barrel.....	400		
Horse Powers, each .....	2500		
Horse Rakes, each .....	600		

42. The loading of lumber will be limited to:—

8000 superficial feet Softwood, dry.	30 M. Laths.
5000 do Hardwood do	65 M. Shingles.
300 cubic feet Hardwood Logs or Timber.	250 Shooks.
400 do Softwood.	

It being always provided that the load on the cars does not exceed 10 tons gross.

In the absence of Survey Bills, Deals must not be laden higher than 3 ft.

Cedar Poles, properly secured to prevent spreading, may be laden not more than 5 ft. high.

The quantities specified as the load for a car should be reduced in cases where the lumber is *very green*, or when, from other causes, the prescribed quantities would be an *unsafe* load.

The maximum load for a Platform Car shall be 20,000 lbs., and for a Box Car 20,000 lbs.

43. A bushel of oats, salt or barley, shall be equal to 2,151 cubic inches; a bushel of potatoes or turnips shall be equal to 2,747 cubic inches. The quantity in car loads shall be ascertained, upon the cars being laden, by dividing the cubic inches in one bushel into the cubic contents in inches of the load. In case of dispute, the load, before bulk is broken, to be weighed upon the Railway track scales, and the result divided by the mean weight of five bushels shall be considered conclusive.

44. All regulations previously enacted for the conveyance of goods and merchandise over this Railway, inconsistent with the foregoing, are hereby cancelled.

RATES

To be charged per 100 lbs. for Goods per General Classification and per Car Load for Specified Articles.

Miles.	CLASSES.				IN CAR LOADS.				Miles.	CLASSES.				IN CAR LOADS.			
	1	2	3	4	Flour and Meal, per load of 100 brls.	Grain, Vegetables and Matches, per load of 20,000 lbs.	Lumber and other articles enumerated in Clause No. 25.	Live Stock and articles enumerated in Clause No. 26.		1	2	3	4	Flour and Meal, per load of 100 brls.	Grain, Vegetables and Matches, per load of 20,000 lbs.	Lumber and other articles enumerated in Clause No. 25.	Live Stock and articles enumerated in Clause No. 26.
	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	\$ cts.	\$ cts.	\$ cts.	\$ cts.		Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	Per 100 lbs.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
5	8	6	5	4	8 00	8 00	4 00	6 00	205	53	44	35	26	38 50	45 50	30 50	34 50
10	9	7	6	5	10 00	10 00	5 00	6 50	210	54	45	36	27	39 00	46 00	31 00	35 00
15	11	9	7	5	11 00	12 00	5 50	7 00	215	55	46	37	27	39 50	46 50	31 50	35 50
20	13	11	8	6	12 00	14 00	6 00	8 00	220	55	46	37	28	40 00	47 00	32 00	36 00
25	15	12	9	7	13 00	15 00	6 75	9 00	225	56	47	38	28	40 50	47 50	32 50	36 50
30	17	13	10	8	14 00	16 00	7 50	10 00	230	57	48	38	28	41 00	48 00	33 00	37 00
35	19	15	11	9	15 00	17 00	9 00	11 00	235	57	48	39	29	41 50	48 50	33 50	37 50
40	20	16	12	10	16 00	18 00	10 00	12 00	240	58	49	39	29	42 00	49 00	34 00	38 00
45	21	17	13	11	17 00	19 00	11 00	13 00	245	59	49	39	29	42 50	49 50	34 50	38 50
50	22	18	14	11	18 00	20 00	11 50	14 00	250	59	50	40	30	43 00	50 00	35 00	39 00
55	23	19	15	12	19 00	21 00	12 00	15 00	255	60	50	40	30	43 50	50 50	35 50	39 50
60	24	20	15	12	20 00	22 00	13 00	16 00	260	61	50	41	30	44 00	51 00	36 00	40 00
65	25	21	16	13	21 00	23 00	14 00	17 00	265	61	51	41	31	44 50	51 50	36 50	40 50
70	26	22	17	13	22 00	24 00	14 50	19 00	270	62	52	42	31	45 00	52 00	37 00	41 00
75	27	23	18	14	23 00	25 00	15 00	20 00	275	63	53	42	31	45 50	52 50	37 50	41 50
80	28	23	19	14	24 00	26 00	15 25	21 00	280	63	53	43	32	46 00	53 00	38 00	42 00
85	29	24	19	14	25 00	27 00	16 00	22 00	285	64	54	43	32	46 50	53 50	38 50	42 50
90	30	25	20	15	26 00	28 00	16 75	22 75	290	64	54	43	32	47 00	54 00	39 00	43 00
95	31	26	21	16	27 00	29 00	17 50	23 50	295	65	55	44	33	47 50	54 50	39 50	43 50
100	32	27	21	16	28 00	30 00	18 25	24 00	300	66	55	44	33	48 00	55 00	40 00	44 00
105	34	28	23	17	28 00	30 75	19 00	24 50	305	67	56	45	35	48 50	55 50	40 50	44 50
110	35	29	23	17	29 00	31 50	20 00	25 00	310	67	56	45	35	49 00	56 00	41 00	45 00
115	36	30	24	18	29 50	32 25	21 00	25 50	315	68	57	46	36	49 50	56 50	41 50	45 50
120	37	31	25	18	30 00	33 00	21 75	26 00	320	68	57	46	36	50 00	57 00	42 00	46 00
125	38	32	26	19	30 50	33 75	22 50	26 50	325	69	58	47	36	50 50	57 50	42 50	46 50
130	39	33	26	19	31 00	34 50	23 00	27 00	330	69	58	47	37	51 00	58 00	43 00	47 00
135	40	34	27	20	31 50	35 25	23 50	27 50	335	70	59	48	37	51 50	58 50	43 50	47 50
140	41	34	27	20	32 00	36 00	24 00	28 00	340	70	59	48	37	52 00	59 00	44 00	48 00
145	42	35	28	21	32 50	36 75	24 50	28 50	345	71	60	49	38	52 50	59 50	44 50	48 50
150	43	36	28	21	33 00	37 50	25 00	29 00	350	71	60	49	38	53 00	60 00	45 00	49 00
155	44	37	29	22	33 50	38 25	25 50	29 50	355	72	61	50	38	53 50	60 50	45 50	49 50
160	45	38	30	22	34 00	39 00	26 00	30 00	360	72	61	50	39	54 00	61 00	46 00	50 00
165	46	39	31	23	34 50	39 75	26 50	30 50	365	73	62	51	39	54 50	61 50	46 50	50 50
170	47	39	31	23	35 00	40 50	27 00	31 00	370	73	62	51	39	55 00	62 00	47 00	51 00
175	48	40	32	24	35 50	41 25	27 50	31 50	375	74	63	52	40	55 50	62 50	47 50	51 50
180	49	41	33	24	36 00	42 00	28 00	32 00	380	74	63	52	40	56 00	63 00	48 00	52 00
185	50	42	34	25	36 50	42 75	28 50	32 50	385	75	64	53	40	56 50	63 50	48 50	52 50
190	51	43	34	25	37 00	43 50	29 00	33 00	390	75	64	53	41	57 00	64 00	49 00	53 00
195	52	44	35	26	37 50	44 25	29 50	33 50	395	76	65	54	41	57 50	64 50	49 50	53 50
200	53	44	35	26	38 00	45 00	30 00	34 00	400	76	65	54	41	58 00	65 00	50 00	54 00

## CLASSIFICATION, INCLUDING WEIGHTS OF DIFFERENT ARTICLES.

## DOUBLE FIRST CLASS.

Acids, O. R.,	Millinery,
Aquafortis, O. R.,	Models,
Bath Tubs and Baths,	Musical Instruments for bands,
Baggage or Luggage,	Organs,
Bandboxes, O. R.,	Paper Mache Goods,
Baskets, O. R.,	Panoramas and Theatrical Scenery,
Berries in pails, baskets or open packages,	Peltries (furs),
Beehives, O. R.,	Pictures and Picture Frames,
Bonnets,	Pianofortes,
Bolsters, feathers, hair, &c.,	Pipes (stove),
Burial Cases,	Plated Goods,
Cabinetware,	Plaster Casts, Models, Ornaments, &c.,
Casks (new),	Poultry (live), cooped,
Carriage Wheels and running gear,	Sculpture,
China in boxes,	Sewing Machines, not boxed or partially,
Childrens' Cabs and Carriages, boxed or otherwise,	Shrubbery, loose,
Clocks,	Sleighs, childrens',
Coffins,	Snuff, in jars,
Cushions,	Sponges,
Demijohns, or jars (empty),	Spring Beds,
Feathers in beds, or otherwise,	Spring Bed Frames,
Fowls in coops, O. R.,	Springs, Upholsterers',
Friction Matches, O. R.,	Stove Pipe, in bundles,
Furs and Peltries,	Statuary,
Furniture (new),	Straw Goods (cases),
Gun Cotton,	Tin Pipe, or troughs,
Gunpowder,	Toys,
Hats,	Trees and Shrubbery, loose,
Harness (new), loose,	Travelling Bags,
Hobbyhorses,	Valises,
Ivory,	Vats,
Jugs, containing liquids,	Vitriol,
Ladders,	Volley, (zinc guttering),
Liquors or Liquids in demijohns, O. R.,	Washing Machines, set up,
Looking Glasses,	Wheels, 8ft. in diameter and upwards,
Matches, Friction,	Wicker Work,
Melodeons,	Wringing Machines, not boxed,
	Zinc, guttering.

## FIRST CLASS.

Agricultural Implements and Machinery, light, such as Forks, Scythes, Reaping Hooks, Shovels, Spades, Hoes, &c., in bundles, Mowing Machines and Reapers,	Almonds, in bags,
Corn Planters, Harrows, Cultivators,	Arrowroot, boxes or barrels,
Seed Sowers, Fanning Mills, Hay and Straw Cutters, Garden Rollers, Horse Rakes, Root Cutters, Grain Cradles,	Barrels, empty (new),
Grain Mills, Grain Crushers, Grain Drills,	Batting, pressed, in bales,
Axes,	Bacon, loose,
Ale, Porter and Beer, bottled in casks,	Baggage, military or commercial traveller,
Allspice, in boxes or bags,	Bedsteads, pine or birch, painted,
	Bedsteads, iron,
	Belting, rubber or leather,
	Bells of all kinds,
	Beer, bottled, in casks,
	Beeswax,
	Billiard Tables, boxed,



## CLASSIFICATION, &amp;c.—FIRST CLASS.—Continued.

Blinds, window,	Dry Goods, in boxes, bales or trunks,
Blankets,	Engines Caloric,
Boats,	Engines, Portable,
Books,	Excelsior, in bales,
Boots and Shoes,	Fanning Mills,
Bottles, packed in crates, barrels or boxes,	Farina, in cases,
Bows, carriage,	Fenders and Fireirons,
Brass, manufactured,	Figs in drums and casks,
Bread, Bakers, in barrels or baskets,	Fire-arms,
Brittania Ware,	Findings, shoe and leather,
Brooms, corn or hair,	Fish, fresh, in bags, O. R.,
Broom Corn, pressed, in bales,	Flannels,
Brushes of all kinds,	Flock, in bales or cases,
Burning Fluid, in cans, O. R.,	Frames, Door,
Butter in crocks, baskets or boxes,	Fruit, boxes, cases or baskets,
Bulbs and Roots,	Fruit, dried, excepting Raisins and Currants in boxes, (not strapped),
Buffale Robes,	Furniture (old),
Bushes (car or machinery),	Furnaces,
Buckets or Pails,	Fuse, safety and other,
Carriages, boxed,	Gambia,
Carriages (new or old),	Game of all kinds,
Carriage stock (wood), in bundles,	Garden Seeds and Roots,
Cane,	Gas-fittings,
Castor oil in cans, O. R.,	Gelatine,
Castile Soap,	Ginger,
Cards, cotton or wool,	Glue,
Catechu (Terra Japonica),	Glassware,
Carpets and Carpeting,	Glass, window,
Caps,	Grapes, in kegs or boxes,
Cauldron Kettles,	Grates,
Carpenters' Tools, in boxes,	Groceries, not otherwise mentioned,
Calves,	Gun Carriages,
Camphene,	Gutta Percha goods,
Candy, Maple,	Hair, curled, in sacks or bundles,
Candied Peel,	Hair for Plasterers' use, in bags,
Caissons,	Haberdashery,
Cigars,	Hand Carts,
Cider, bottled in casks,	Hams, loose,
Cider Mills and Presses,	Hames, loose,
Clock Weights, boxed,	Harness (old),
Confectionary,	Hay Cutters,
Copper Vessels, loose,	Household Removals,
Corks and Cork Wood,	Honey,
Corn Brooms,	Holloware, O. R.,
Combs,	Horse Collars,
Covers and Seives,	Hose, rubber, leather or other kinds,
Cordials, in glass,	Hose Carts and Reels,
Coffee Mills,	Iron Safes,
Cotton Warps, in bundles,	India Rubber Goods,
Commercial Travellers' baggage,	Indigo,
Crockery, in baskets,	Ink,
Cutlery,	India Rubber Belting, Packing and Hose,
Currants, not dried, O. R.,	Insulators,
Deer and Moose Skins,	Isinglass, in cases,
Doors and Door Frames,	Kettles, cauldrons, O. R.,
Drugs, in boxes or barrels,	

CLASSIFICATION, &c.—FIRST CLASS.—*Continued.*

Lamps,	Scythe Snaths,
Lampblack,	Seives,
Lemons in sacks or boxes,	Shoes, in cases,
Letter Presses,	Shrubbery, in boxes, well packed, O. R.,
Leather Belting and Hose,	Shovels and Spades,
Liquors of all kinds, bottled, in cases,	Sleighs, new,
Log Reels,	Snuff, in boxes or barrels,
Matrasses,	Spices,
Machinery, light, (200 lbs.) boxed,	Spirits of all kinds, bottled, in casks or cases,
Mats, Hair, Wool or Coccoa,	Stationary,
Matting, Cocoa or Hair,	Stove Pipes, in crates,
Maple Candy,	Stove Blacking or Polish,
Merchandise packed in trunks, O. R.,	Starch,
Medicines and Mineral Waters,	Straw Boards,
Mechanics' Tools,	Sugar, loaves,
Measures and Tubs,	Sycles,
Military Baggage,	Syrups,
Mills, Bark, Cob, Grain or Portable,	Tartar, Cream,
Moss, in bales	Tapioca, in boxes,
Moulds, ship and foundry,	Tamarinds, in jars,
Moose Skins,	Tents and Fixtures,
Muskets,	Tent Poles,
Nuts, edible, in bags,	Tiles, Caustic, enamelled or floor,
Oars,	Tinwares,
Ochre, in cases,	Tools, Mechanics',
Oil, in jars bottles,	Tobacco Pipes,
Oil Cans,	Trees and Shubbery, matted, in boxes or bales,
Oranges,	Trays,
Ovens,	Trunks,
Patterns, Mechanics',	Turpentine, in carboys,
Paper Hangings, in bales or bundles,	Type Cases,
Paper, Printing,	Varnish, in tins or jars,
Paper, Wrapping,	Veneering,
Perfumery,	Washboards, in bundles,
Peaches, dried,	Wadding, pressed, in bales,
Pickles, (bottled), in boxes,	Waggon Fellows and Bows, finished,
Pipes, Smoking,	Waggons and Waggon Wheels,
Printing Presses,	Wax,
Preserves,	Wheelbarrows,
Prunes,	Wheels, iron, less than 8 feet diameter,
Ploughs with handles attached,	Whips,
Poultry of all kinds, including game,	Whalebone,
Pumps,	Willow Wares and Reeds,
Rattans,	Wines, bottled, in casks or boxes,
Reeds,	Window Blinds, Frames and Sashes,
Refrigerators,	Wire Fencing,
Rugs,	Wire Cloth,
Rubber Shoes and Boots,	Wooden Ware,
Rubber Goods,	Wool, in bags,
Saws,	Woolen Goods,
Sand-Paper,	Writing Paper,
Saddlery of all kinds (packed),	Wrapping Paper, in bundles,
Sewing Machines entirely boxed,	Yeast, in barrels or boxes.
Seeds, garden, in boxes,	
Scythes,	
Scales and Scale Beams,	

## CLASSIFICATION, &amp;c —SECOND CLASS.

Agricultural Implements, heavy, such as	Chicory,
Thrashing Mills, horse power, and	Chocolate,
Marsh Harvesters,	Chimney Pots,
Ale, Porter or Beer, in wood,	Charcoal,
Alum,	Cider, in wood,
Almonds, in boxes, barrels or casks,	Coffee, whole or ground, in boxes or bags,
Antimony,	Coal Facings,
Apples, in bags, boxes or baskets,	Cocoa,
Axehandles,	Cocoa Nuts, in boxes, barrels or casks,
Axles, Carriages or Waggon,	Cotton Waste, cotton and bags,
Bark and Coffee Mills,	Composition Metal, sheets and rods,
Bacon, in barrels, casks or crates,	Copper, in sheets, plates, bolts, pigs, wire,
Bay Rum, in wood,	rods, nails, rivets and bottoms, vessels
Barilla,	in casks or boxes,
Baking Powder,	Corn, green, cordials, in wood,
Bags, in bales or bundles,	Cotton, raw, in bales, Cotton Waste,
Bagging,	Cotton Warps, in bales,
Beams of Warp,	Clover Seed, bags or barrels,
Belaying Pins,	Claw Bars,
Bed Cords,	Clothes Lines,
Bedsteads, new, not painted, packed in	Crockery, crates or boxes,
bundles,	Crow Bars,
Beets,	Cranberries, in boxes or barrels,
Berries, in barrels or cases,	Currants, dried, in boxes,
Binders' Boards,	Cultivator Teeth,
Biscuit, barrels or boxes,	Dressed Hogs,
Boilers for Machines,	Dry Fruit, in boxes, strapped,
Boiler Flues,	Dye Stuffs, packages,
Broom Handles,	Dye Stuffs, wood, in stick,
Brimstone, boxes or kegs,	Earth, Paints, Ochre, &c., in barrels and
Bran and Shorts, in bags or barrels,	casks,
Brass Wire, Sheets, Rods and Rivets, bars,	Earthen and Stone Ware, in crates or
Butternut Boards and Planks,	casks,
Butter, in firkins, kegs or barrels,	Eggs, in cases or baskets,
Buggies, Cabs, Gigs and Carts for single	Emery,
horses and light two-horse vehicles,	Epsom Salts,
Burning Fluid, in casks,	Express Sleighs and Waggon, new,
Boxes, Waggon and Carriage,	Fancy Woods, in boards or plank,
Cast Steel,	Fence Wire,
Cabs and Hacks,	Felt, sheet or rolls,
Cattle Food, prepared,	Fish, fresh, boxes, barrels or baskets, O.R.,
Cattle Tails,	Files, in boxes,
Castor Oil in casks, O. R.,	Flax Seed, in bags,
Canary Seed, in barrels,	Flat Irons, in boxes or barrels,
Capstan Bars,	Flax, boxed or pressed,
Casks, old,	Floor Oil Cloth,
Carrots, in crates or baskets,	Floor Matting,
Candles,	Fuller's Earth,
Cabbage, in crates or bags,	Galvanized Iron, in sheet, band or bundles,
Carriage Springs, Axles and Boxes,	Gas Retorts, O. R.,
Car Springs, (Rubber),	Garbage and Green Vegetables,
Car Boxes,	Gum Copal,
Cheese in boxes,	Glue, in cases,
Chair Stuff,	Glabur Salts,
Chalk, in boxes or casks,	Grass Seed.
Cherry Wood, boards and plank,	Grave and Tombstones, O. R.,

## CLASSIFICATION, &amp;c.—SECOND CLASS.—Continued

- Gunny,  
 Gunny Bags,  
 Handles for Tools,  
 Hay Presses,  
 Hams, boxes,  
 Hardware,  
 Hair, in barrels or casks, for plaster use,  
 Hackney Coaches or Stages, or large two-horse vehicles,  
 Hemp, in bales, O. R.,  
 Hemp Seed, in barrels,  
 Hinges, in boxes or kegs,  
 Horse Shoes, kegs or boxes,  
 Hose Pipes,  
 Hops,  
 Hoops,  
 Iron Washers,  
 " Hoop, band, sheet in bundles,  
 " Bolster plates,  
 " Sashes,  
 " Facing,  
 " Fencing or Railings,  
 " Screws and Nuts,  
 Ink, Printers',  
 Joiner's Work,  
 Lasts,  
 Lath Yarn,  
 Lard,  
 Lead Pipe,  
 Lead, red and white,  
 Liquors of all kinds, in wood,  
 Liquorice,  
 Liquor Colouring,  
 Lobsters, fresh, in casks or barrels,  
 Logwood,  
 Lumber, fancy kinds, in boards and plank,  
 Mast Hoops,  
 Marble, polished,  
 Mahogany boards and plank,  
 Malt, in bags,  
 Meats, fresh, of all kinds,  
 Machine Planing, shingle, lath,  
 Machinery, heavy,  
 Mustard, in boxes,  
 Nitrate of Soda,  
 Nuts, edible, in boxes, barrels or casks,  
 Ochre, in barrels,  
 Oil, kegs or cans securely boxed, O. R.,  
 Oil Cloth or Penticulucum,  
 Onions, in bags or baskets,  
 Oysters, shelled, cans or kegs,  
 Ox Yokes and Bows,  
 Paper Hangings, in boxes,  
 Paper, tarred,  
 Paints, dry or in oil,  
 Paints, earth, in barrels and casks,  
 Pasteboard,  
 Parsnips, crates or baskets,  
 Pepper, in bags or boxes,  
 Peas, green,  
 Pigs,  
 Pickles, in barrels or casks,  
 Potatoes (new), in basket or boxes,  
 Potatoes, sweet,  
 Pork, fresh, in carcasses,  
 Printers' Ink,  
 Quinces,  
 Raisins, in boxes,  
 Red Lead, boxes or kegs,  
 Rosewood,  
 Rubber Car Springs,  
 Rice, in bags,  
 Saleratus or Sal. Soda,  
 Sad Irons,  
 Sardines, in boxes,  
 Salmon, fresh, iced, in boxes, or smoked,  
 loose,  
 Scythe Stones,  
 Screws, iron,  
 School Slates, boxed,  
 Seeds, clover and grass,  
 Shot, bags and kegs,  
 Shorts (feed),  
 Shoe Nails, in boxes,  
 Sheep, Goats and Lambs,  
 Ship Blocks and Sheaves,  
 Sleighs, Pungs or Country Waggon, (in use) for single horses,  
 Soda Water,  
 Soda, baking, kegs or boxes,  
 Soap Stone,  
 Solder,  
 Spirits of all kinds, in wood,  
 Spirits of Turpentine, in barrels,  
 Stoneware and Earthenware,  
 Starch, in boxes,  
 Steel Springs,  
 Sugar, crushed, in boxes or barrels,  
 Sumach,  
 Sulphate of Copper, boxes,  
 Sulphur, in boxes or kegs,  
 Swine,  
 Tarpaulins,  
 Tacks, in boxes,  
 Tea, chests, half chests and caddies,  
 Tow, in bales, O. R.,  
 Tobacco Leaf, unmanufactured,  
 Tombstones, O. R.,  
 Turpentine, in barrels,  
 Tubing, copper, brass and iron,

## CLASSIFICATION, &amp;c.—SECOND CLASS.—Continued.

Turned Stuff, wooden, not otherwise mentioned,	Washers, iron, in bags,
Type,	Whetstones,
Varnish, in casks,	White Lead,
Vegetables, not otherwise mentioned,	Wines, in wood, all kinds,
Vehicles, not otherwise mentioned,	Winking,
Venison,	Wire, Iron, Copper and Brass, in bundles,
Vices,	Wool, pressed, in bales,
Water Pipes, wooden,	Woollen Waste,
Water Wheels, iron, 8 feet and upwards in diameter,	Wool, foreign, of value, in boards,
Wagon Boxes,	Yarns, pressed, in bales,
	Yellow or Muntz Metal,
	Zinc, in rolls or sheets.

## THIRD CLASS.

Anvils,	Cornmeal, in bags,
Anchors,	Copperas, in cases,
Apples, in barrels,	Duck, in bales or bundles,
Asphalt,	Emery, in casks,
Ashes, Pot and Pearl,	Empty Packages,
Axle Grease, in barrels or casks,	Fancy Woods, in logs,
Axles, Car and Locomotive,	Fish, dried, in boxes, bundles or bales,
Barytes,	Fish Smoked, in bales or boxes,
Bath Bricks,	Flour in bags, in less than car loads,
Beans,	Flaxseed Meal,
Black Lead, barrels or boxes,	Gas Pipes,
Bleaching Salts or Powder, in barrels and casks,	Guano,
Blacking,	Glue, in barrels,
Block Tin,	Glass, broken in scrap, in boxes or barrels,
Boiler Plates,	Hams, in casks,
Bone Dust,	Hay and Straw, pressed, in bales in less than car loads,
Borax,	Hoofs and Horns,
Brass (old scrap),	Horned Cattle and Horses, in less than car loads,
Brick Machines,	Iron, bars and plates, bloom bolts, pig and scrap,
Brimstone, in casks or hds.,	Iron Boilers, Fish Plates, Bolts and Nuts,
Castings of all kinds,	“ Rivets, in casks,
Cables, Chain, small,	“ Castings, stove, plough,
Caustic, in drums,	“ Doors and Shutters,
Canada Plates,	Lead, scrap, pig and sheet,
Carts,	Lightning Rods, bundles,
Cannon,	Lime Water,
Canvas,	Lignumvitae,
Capstans,	Litharge,
Car Axles (iron),	Locomotive Tyres,
Cheese, barrels or casks,	Lumber, fancy, in logs,
Chains, light,	Maple Sugar,
Chalk, in bulk,	Marble Slabs, unwrought,
Chloride of Lime, in casks or barrels,	Marble Dust,
Cordage,	Mahogany Logs,
Crucibles,	Manilla and Jute,
Copper, boxes or casks,	Meal in bags,
Copper (old), in boxes or casks,	Meats, dried, in casks, barrels or crates,
Codfish, dry, bales or boxes,	
Coal Tar,	

CLASSIFICATION.—THIRD CLASS.—*Continued.*

Milk Cans, returned free, O. R.,	Rubber, crude,
Molasses, in kegs,	Sails,
Nail Rods,	Saltpetre,
Nuts, iron,	Salt, Table,
Oakum,	Skins (sheep), barrels, casks or burdles,
Oil, hhdg. and barrels, O. R. of leakage,	Soda, Washing,
Oil Cake or Meal, in barrels or bags,	Spelter,
Oil Soap, in boxes,	Staves,
Paper, printing and wrapping, in boxes,	Steel, bars or bundles,
Pails, in nests of not less than twelve,	Stearine,
Patent Roofing Material,	Stove, brick and linings,
Peas, Dry,	Stucco, in barrels,
Pelts, Sheep, bales well pressed,	Sugar, in bags,
Pitch,	Stoves or Stove Castings,
Pigs Feet, barrels or casks,	Tar,
Pipes, gas or water,	Targets,
Pipe Clay,	Tin Plates, blocks or ingots,
Potash and Pearlash,	Tobacco, in boxes,
Putty, in barrels or casks,	Tubs, in nests,
Paudrette, in bags,	Vinegar, in casks,
Rags,	Washing Soda,
Railway Chairs, Pins, Spikes,	Washers, iron, in boxes or barrels,
Railway Axles, Wheels and Springs,	Walnut Logs,
Retorts,	Water Pipes, iron,
Rice, tierces or barrels,	Wrapping Paper, in boxes,
Rivets, iron,	Whiting, in casks or boxes,
Rope of all kinds,	Zinc, cases, casks or pigs.
Roofing Composition,	

## FOURTH CLASS.

Artificial Manures,	Fish (canned), in cases, from fisheries,
Barley,	Fish, dry, in casks or drums,
Bark, Tan,	Fish, salted, in barrels or boxes,
Bark, Extract,	Flour, barrels, in less than car loads,
Beef, salted, in barrels,	Flax Seed, barrels,
Bricks, red or fire,	Fowls, canned,
Building Stone, hewn or rough,	Grease,
Burblocks and Millstones,	Gravel,
Bones,	Grindstones,
Canned Hare,	Grain of all kinds,
Carrots, barrels,	Gypsum,
Car Wheels and Axles,	Hares and Fowls, in cans,
Cement, barrels,	Hides, dry, green or salted,
Chain Cables, ships, large,	Hide Cuttings,
Chairs, Railway,	Hoops,
Clay, fire and brick,	Hoop and Hop Poles,
Clapboards,	Ice,
Coal,	Iron, Railway,
Coke,	Iron Knees for ships,
Corn,	Junk,
Copper Ore, casks or barrels,	Laths,
Copper Ore,	Leather and Leather Scraps,
Eggs, in barrels,	Leather Board,
Extract of Bark,	Lime,

CLASSIFICATION, &c.—FOURTH CLASS.—*Continued.*

Limestone,	Pork, salt, in barrels,
Lumber of all kinds, excepting fancy woods,	Preserved Fish and Meats, all kinds, in cases,
Match Splints,	Quartz,
Manures, including all kinds of artificial,	Rags,
Manganese,	Rails, Railway,
Stone, unwrought,	Rigging for new Ships, fitted or unfitted,
Sugar, in barrels or hogsheads,	Rosin,
Tallow,	Rye,
Turnips,	Sawdust,
Tiles or Drain Pipes, casks, barrels or crates,	Salt, in bags, not table,
Wheat,	Sand,
Wheels, Car,	Shingles,
Wire Rope, in coil,	Shale,
Wire, Telegraph,	Shooks,
Meal, in barrels,	Ship Knees, iron or wood,
Meats, preserved in cans,	Slates, roofing or common,
Mill Stones, rough,	Soda Ash,
Minerals,	Soap,
Molasses, in hogsheads or barrels,	Spikes,
Nails and Spikes, including Railway,	Stone, unwrought,
Oysters, in barrels,	Sugar, in barrels or hogsheads,
Ores,	Tallow,
Oats,	Turnips,
Old Canvas and Rope for paper stock,	Tiles, tile and drain pipes, casks, barrels or crates,
Pailings,	Wheat,
Pegs,	Wheels, Car,
Plaster, calcined, in casks or barrels,	Wire Rope, in coil,
Plaster, Land,	Wire, Telegraph.
Plaster, rough,	<i>Articles not enumerated to be rated Second Class.</i>
Potatoes,	

All previous Rates and Conditions are hereby cancelled.

C. J. BRYDGES,

*General Superintendent Government Railways.*

MONCTON, June, 1876.

*MEMORANDUM of an arrangement between the Government of Canada and the Grand Trunk Railway Company relating to the transport of traffic to and from the Intercolonial Railway between Quebec and Rivière-du-Loup.*

*First.*—The Grand Trunk Company to run express trains once each way daily between Point Lévis and Rivière-du-Loup, to accommodate the Intercolonial traffic at such hours as may be mutually fixed from time to time.

*Second.*—The cars for these trains to be provided by the Intercolonial Railway, so that the train, intact, without transshipment or change of any kind, will go through between Point Lévis and Moncton. No mileage is to be paid on such cars by the Grand Trunk Company.

*Third.*—The Grand Trunk Company to supply the engine for hauling these trains, and to put their own trainmen upon them between Point Lévis and Rivière-du-Loup, the Intercolonial Railway taking charge of the trains, with their own engine and men, beyond Rivière-du-Loup.

*Fourth.*—The Grand Trunk Company to take such proportion of the fares as may from time to time be agreed upon for the service between Point Lévis and Rivière-du-Loup.

*Fifth.*—The Grand Trunk Company to transport, either in their cars or the cars of the Intercolonial Railway, or both, all the freight for the Intercolonial line, with reasonable promptness and despatch, that offers between Point Lévis and Rivière-du-Loup, whether brought by railway to Point Lévis or by water.

*Sixth.*—The division of the rates between Point Lévis and the point of destination to be according to such terms and proportions as may be settled from time to time.

*Seventh.*—The Intercolonial Railway to have the right of appointing an agent to represent them at the Point Lévis terminus of the Grand Trunk Company, for whom the latter will find office accommodation.

*Eighth.*—The Grand Trunk Company to afford, to the extent of a fair share of its present accommodation, every proper facility for handling of the freight at Point Lévis, between the railway and water communication.

*Ninth.*—The foregoing arrangements apply to through traffic. The Intercolonial Railway will, in addition, run, as at present, a local train, connecting at Rivière-du-Loup with the local trains of the Grand Trunk Railway.

*Tenth.*—This arrangement, being of a tentative character, is to take effect on the opening of the Intercolonial Railway between Rivière-du-Loup and Moncton, expected to take place in June next, and to be continued subject to its termination by either party giving two months notice; such notice to be given on the first day of the month.

*Eleventh.*—In the case of disagreement in regard to the proportions of the rates and fares, the subject shall be referred to arbitration in the usual way.

*Twelfth.*—This arrangement to be subject to the approval of the Minister of Public Works, and of the Board of Directors of the Grand Trunk Railway Company.

(Signed) C. J. BRYDGES,  
General Superintendent of  
Government Railways.

For the Grand Trunk Railway Company of Canada.

(Signed) J. HICKSON,  
General Manager.

MONTREAL, 12th February, 1876.



(24A.)

**RETURN**

To an ADDRESS of the SENATE, dated 6th April, 1877;—Requiring the Grand Trunk Railway Company to furnish the following information respecting the freight and passenger traffic over the Victoria Bridge during the years 1875 and 1876; “Victoria Bridge freight and passenger traffic, 1876;” Also the cost of building the Victoria Bridge and the cost of maintenance for 1876.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 18th February, 1878.

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

(25)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April, 1878;—For copies of all correspondence between the Government and Sir Hugh Allan and the Montreal Telegraph Company, in relation to the construction of a Telegraph line between Matane and Fox River.

By Command.

R. W. SCOTT.

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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

(26)

## RETURN

To an ADDRESS of the SENATE, dated the 9th April, 1877;—1. Copies of all letters and correspondence between the Government of the Dominion of Canada and the Montreal Harbour Commissioners on the subject of the refusal of the said Commissioners to allow cars and locomotive engines for the Quebec, Montreal, Ottawa and Occidental Railway to pass over the wharves in the Harbour of Montreal, or over any land over which the said Harbour Commissioners claim control, from the 1st June to the 1st September, 1876.

2. Copies of all instructions and orders given by the Government of the Dominion of Canada to the Montreal Harbour Commissioners on the subject of the passing of cars and locomotive engines for the said Railroad over the said wharves at Montreal, or over any part of the said Harbour over which the said Commissioners claim control, during the same period.

3. Copies of all correspondence between the Government of the Dominion of Canada and that of the Province of Quebec on the same subject, during the same period.

4. Copies of all resolutions, letters, complaints, petitions or other documents addressed to the Government of the Dominion of Canada by any citizens of Montreal, or any Aldermen of the City of Montreal, on the same subject during the same period.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 18th February, 1878.

*In accordance with the recommendation of the Joint Committee on Printing, the above  
Return is not printed.]*

(27)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 16th April, 1877;—For copies of all Petitions, Correspondence and Orders in Council relating to complaints made against the administration of the Harbour Board of Montreal in connection with the town of Sorel, and the works for deepening Lake St. Peter; also copies of all documents transmitted to the Government respecting the bad administration of the aforesaid works, the arbitrary dismissal of Pierre Côté and Pierre Charbonneau and of any other employee; of all correspondence and documents relating to the dismissal of Captain Charles Armstrong; of all documents relating to the appointment of Messieurs McCarthy and Mackenzie, and of any other employee at Sorel in connection with the works of the Harbour—which documents, as well as those hereinafter mentioned, should be found in the office of the Montreal Harbour Commissioners, and of which the Government is entitled to have communication, inasmuch as the latter provides each year a very large amount of public money for the carrying on of those works; also copies of any report made by Mr. John McCarthy, or any other employee of the Montreal Harbour Board at Sorel, shewing why the pay of the day labourers and of many others employed by the month or by the year was reduced, while that of the said Mr. John McCarthy was increased from \$600.00, which his predecessor Mr. Pierre Côté had, to \$2,000.00; also copies of any contracts in relation to the leasing of the wharves, lands, shops, &c., of Messrs. John and Daniel McCarthy either with the Government or with the Harbour Board of Montreal; also of all instructions given by the Harbour Board of Montreal defining the duties of the aforesaid employees, Messrs. McCarthy and Mackenzie or of any other subordinate employee, in the carrying out of the said works; also copies of all contracts awarded to any person whomsoever for the repair of dredge-boats, the erection of any building, the repairing or building of engines, machinery and boilers, the purchase of wood and of coal or any other contract generally; the names and residences of those who obtained such contracts and works generally, with or without tenders, mentioning the amounts of each such contract; also the amounts paid since 1875, whether by contract or otherwise, for provisions: bread, meat, groceries, &c., for the board and maintenance of the men employed on the said works and to whom such payments were made.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 11th February, 1878.

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

## RETURN

(28)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th April, 1877, for a copy of all Orders in Council relating to the route of the Canada Central Extension, and the contract for building that portion of Railway.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 27th April, 1877.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 4th November, 1874:

The Committee of Council have had under consideration the application of the Canada Central Railway Company, for the subsidy proposed to be granted to Railway Companies under the terms of the Act 37th Vic., Cap. 14, intituled "An Act to provide for the construction of the 'Canadian Pacific Railway,'" and they advise that a subsidy of \$12,000 per mile be granted to the said Company to aid in constructing their line from the vicinity of the Village of Douglas, westward, to the eastern end of the Branch Railway, proposed to be built from Georgian Bay by the Government, being about one hundred and twenty miles, upon and subject to the following conditions, namely:—

1st. That the road shall be built upon a line to be approved by the Minister of Public Works, but which may be defined generally as ascending the valley of the Bonnéchere, from the vicinity of the Village Douglas *via* Golden Lake and Round Lake, thence by as direct a line as may be found to Burnt Lake, and thence to the proposed terminus of the Government Railway, at about the eighty-fifth mile from Georgian Bay.

2nd. That the Company shall, within one month from the ratification of this Order in Council by the House of Commons, satisfy the Minister of Public Works that they have entered into a *bond fide* contract or contracts for the building of the Railway, and have provided sufficient means with the Government bonus to secure the completion of the line on or before the first day of January, 1877, and also that the Company shall, from the date of such contracts, make continuously such progress as will justify the hope of the completion of the line within the time mentioned.

3rd. That the Company shall enter into an agreement to grant running powers, on terms to be approved by the Governor in Council, to the Northern Colonization Railway Company.

The Kingston and Pembroke Railway Company, from the point of intersection of their respective lines, provided such point of intersection is on the subsidized line or within five miles of the same, and also to such other Companies as may have the termini of their systems on or towards Lake Huron, and may be designated or approved by the Governor in Council as entitled to such running powers, provided that the terms of such running powers may be mutually agreed upon by the Canada Central Railway Company and the other Companies named, and, in the event of a disagreement, the conditions shall be settled by arbitration, one arbitrator to be selected by each Company and one by the Governor in Council.

4th. The Government, or lessees of the Government line from Georgian Bay to the Western terminus of the subsidized line, or any future owners of said line, shall possess running powers on said railway on similar terms to the Companies designated.

5th. That payment of the subsidy shall only be made on the completion of the railway in sections of not less than twenty miles, each payment to be made on the certificate of an engineer, to be appointed by the Government, that a section or sections has or have been completed; payment may, however, be made of an amount equal to the subsidy on twenty miles on work extended over a larger distance, which in value will be equivalent to not less than twenty-five miles of finished roadway; payment will also be made on rails delivered at any point of the line to be constructed to the extent of seventy-five per cent. of the value thereof, such rails to become the property of the Government until they are laid on the road for use.

The grant to be operative only after the ratification of this Order in Council by resolution of the House of Commons.

Certified.

(Signed)

W. A. HIMSWORTH,

*Clerk, Privy Council.*

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CANADA CENTRAL RAILWAY COMPANY,  
SECRETARY AND TREASURER'S OFFICE,  
OTTAWA, 24th March, 1875.

SIR,—I have the honour to inform you that the Canada Central Railway Company have entered into a contract for the building of the railway from Renfrew to the Eastern Terminus of the Georgian Bay Branch of the Pacific Railway, with the Hon. A. B. Foster, paying him seventeen thousand dollars per mile in first mortgage bonds, in addition to the Government subsidy; and for any portion of the line or its branches not subsidized, the sum of thirty thousand dollars, in first mortgage bonds. The contract is subject to the provisions of the Order in Council of the 4th November, 1874. I beg to enclose the contract for your examination. From the well known tact, experience and energy of the contractor, the Company entertain no doubt that the work will be completed in a satisfactory manner within the time limited.

I have the honor to be,

Your obedient servant,

A. B. CHAFFEE,

*Secretary & Treasurer, C. C. R. Company.*

To the HON. A. MACKENZIE,  
Minister of Public Works,  
Ottawa.

This Indenture made at Ottawa in the Dominion of Canada, between the Honorable Asa B. Foster, of Waterloo, in the Province of Quebec, Railway Contractor, hereinafter called the "Contractor" of the first part; and the "Canada Central Railway Company," hereinafter called the "Company" of the second part:—

Witnesseth that the said contractor hath stipulated, covenanted, contracted, promised and agreed, and by these presents doth stipulate, covenant, contract, promise and agree, to and with the said Company, for the consideration hereinafter mentioned, in the manner following, that is to say: That he will at his own expense in all things forthwith begin, and well, and effectually, and according to the directions from time to time received from, and in all particulars to the satisfaction of the principal engineer for the time being charged with the oversight of the works hereinafter described to be appointed by the Company, construct and complete all the grading, drainage, foundations, masonry, stations, station houses, tracklaying, sidings, switches, turnouts, turntables, and ballasting necessary in the construction of a railway for the transit of locomotives, steam engines and any other description of motive power usually used and applied on line of like nature, and of all carriages and wagons drawn or propelled thereby, and in complete readiness for such transit in a substantial and workman-like manner, as a single line from a point at or near Lake Nipissing, being the Eastern terminus of the Georgian Bay Branch of the Canadian Pacific Railway, to the present terminus of the Canada Central Railway at Renfrew Village; such railway works to be done, and performed well, and of good quality, and according to the plans. Sections and drawings to be hereinafter made, drawn and prepared by the said Supervising Engineer, and in all respects according to and in compliance with the terms of the order and report of the Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the fourth day of November, 1874.

And also that in and about the works, matters and things hereby contracted for or agreed or required to be done as hereinbefore, or in said order and report mentioned, and for the complete execution of the same, the contractor shall and will at his own expense find, provide and pay for all necessary iron, rails, materials, utensils and implements, labor and workmanship, and all material for the same, whether they be correctly or sufficiently described, or mentioned herein or no.

And also that in and about said works, matters and things the contractor will use and employ the best materials of every kind, and such as the engineer for the time being having the supervision of the said works on behalf of the Company shall approve of, and shall also furnish and place upon the said railway suitable rolling stock to the satisfaction of the Board of Directors of said Company, of the value at least of two thousand five hundred dollars per mile, and shall and will also complete and finish the said Railway according to the provisions hereof in perfect running order on or before the first day of January, in the year of Our Lord one thousand eight hundred and seventy-seven.

If at any time during the progress of the said works, or within one month after the completion thereof, and the delivery over of said railway to the Company, it shall appear to the Chief Engineer of the Company for the time being, that any part of the said works has been executed in an unworkmanlike manner, unsafely, or not with the best materials, or in any respect not according to the provisions hereof, then, on notice thereof being given by the said Chief Engineer to him in writing, the contractor shall cause the said works to be properly executed with the best materials and to the entire satisfaction of such Engineer, without extra charges; and if the contractor shall not comply with the said notice and perform the work, improvement or replacement required thereby within fourteen days after the said notice shall have been given to him in writing or mailed to him, addressed to him at Ottawa, it shall be lawful for the Company to take down and remove such works, to re-execute them, and to pay all expenses attending the same, and the amount so paid may be deducted by the Company out of any money then due or thereafter to become due or payable

to the contractor, or may be recovered from the contractor at the option of the Company.

And in consideration of the promises and of the observance and performance by the contractor of the several covenants and conditions, provisions and stipulations on his part herein contained, the Company do hereby for themselves and their successors, covenant with the Contractor, his executors and administrators as follows :

That he, the contractor, duly performing all things on his part and behalf to be performed and done, shall be entitled to receive for each mile of the said road subsidized by the Dominion Government in and by the said Order in Council, the Government subsidy of twelve thousand dollars per mile granted by said Order in Council, and first-class bonds of said Company to the amount of seventeen thousand dollars per mile, and for every mile not so subsidized, first class bonds of said Company to the amount of thirty thousand dollars per mile. And that the said Company shall and will pay over said subsidy to the contractor, his executors and administrators, from time to time, as and when the same is received by said Company from the Government, in accordance with the Order in Council granting the same, and shall and will deliver and hand over to the contractor, his executors or administrators, the said bonds of said Company as the work progresses upon the certificates of the supervising Engineer in charge to be delivered to the Company, monthly, certifying the amount of work done and materials furnished by the said contractor in the same proportion to the total amount of bonds to be delivered the contractor under this contract, as the work so certified to be done, and the materials so certified to be furnished, bear to the whole work to be done under this Contract; but in the event of any portion of said subsidy having been received by the contractor, deducting said such portion from the work and materials so estimated, and also the said Company retaining from the bonds so from time to time payable to the contractor twenty-five per cent. thereof as security for the due completion and performance of the said work by said contractor, and the whole of the balance of said bonds shall be delivered to said contractor within fifteen days after the said road shall have been received by the Company, after due examination by the Chief Engineer of said Company, and after the work thereof hereby contracted for shall have been performed to the satisfaction of the Chief Engineer of the said Company.

The Engineer, having the charge or supervision of the said works on behalf of the Company, shall make and deliver monthly, and every month during the continuance of the work, progress estimates or certificates, which shall contain the quantities and value of the work done, and of the materials therefor actually furnished and delivered by the contractor at the place where the same are required to be used, such work and materials being therein estimated at a value proportionate to the price of construction hereby fixed.

And if, for the space of fourteen days after the expiring of any month, and after being required so to do by and on behalf of the contractor, he shall refuse or neglect to deliver in to the Company, such estimate or certificate on account furnished by the contractor of the works executed, or materials furnished or delivered for the period in respect of which, such estimate or certificate is required, duly signed by the contractor and affirmed to by him before a justice of the peace or notary public, shall for the purpose of the payment demandable thereon, be received and taken in place of such estimate or certificate, and payment in the manner hereinbefore described, shall be made thereon as upon an estimate or certificate for the same amount.

Provided that no such estimate, certificate or account shall be finally binding upon the Company; but the whole shall be subject to revision on the final completion of the work, and all intermediate payments shall be deemed to have been payments on account, and it is hereby expressly agreed by and between the said parties thereto, that if, at any time during the progress of the work hereby contracted for, it shall seem to the Engineer supervising the work for the Company, that, from any cause, the contractor is likely to fail in the completion within the time hereby fixed, or if the rate of progress being made by the contractor on the said works hereby contracted for, or the number of men employed thereon shall be found to be insuffi-



cient to warrant the expectation that the whole of the said works will be completed within the respective times hereby limited for that purpose, the Company, upon the report of such Engineer to that effect, shall have the right of taking such works out of the contractor's hands and of continuing them at his expense, the whole without any seizure, suit or proceeding, either at law or in equity, and simply after three days' notice of their intention so to do; and for the purpose of notifying the said contractor of or respecting any matter or thing referred to in this contract, notice shall be held to be validly given to him by its being mailed and addressed to him at Ottawa, and for all the purposes contemplated by this clause, the certificate of the Chief Engineer of the said Company shall be held to establish conclusively the insufficiency in rate of progress, men or materials, or any other default of the contractor, which may require to be so established by the Company.

And it is hereby further agreed that the said Company shall furnish and deliver to the said contractor the right of way for the said railway, and shall settle and pay all land and other damages incurred in the construction of the said railway, and the contractor is hereby authorized to take all necessary proceedings for obtaining such right of way and for the adjustment of such damages, and upon the delivery to him of such right of way, he shall give credit to the Company for the actual cost thereof upon and on account of the Government subsidy hereby stipulated for, it being intended that the cost of the right of way and land damages shall be ultimately borne by the contractor without further remuneration than the contract price hereinbefore stipulated.

In witness whereof the said party of the first part has hereunto set his hand and seal, and the parties of the second part have caused their corporate seal to be hereunto affixed and their President to sign these presents the twenty-third day of March, in the year of Our Lord one thousand eight hundred and seventy-five.

(Signed)

H. L. REDHEAD,

*President.*

"

A. B. FOSTER,

Signed, sealed and delivered in the  
presence of:

(Signed)

A. B. CHAFFEE,  
*Sec'y C. C. R'y Co'y.*

"

J. ASHWORTH.

(29)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 11th April, 1877;—For copies of all correspondence and papers relating to the dismissal of John Harvey from the position of Slidemaster at the Village of Arnprior.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 18th April, 1877.

(30)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1878;—For copies of all accounts, &c., connected with payments for printing as entered in the Public Accounts for 1873-74, as made out of the contingencies of the Department of Justice to I. B. Taylor, The *Citizen* Printing Company and J. G. Moylan.

By Command.

R. W. SCOTT.  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 25th February, 1878.

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

(31)

THE GENERAL RULES  
OF THE  
MARITIME COURT OF ONTARIO

Made under the 8th Section of the Maritime Jurisdiction Act, 1877 ;—Also  
Tariff of Suitors' fees fixed under the 14th Section of the said Act.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 27th February, 1878.

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

## RETURN

To an ORDER of the HOUSE OF COMMONS dated 18th February, 1878;—  
For a Copy of a Report of the late Mr. Hazlewood, C.E., on the  
approximate cost of the Fort Francis Locks.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 20th February 1878.

PRINCE ARTHUR'S LANDING,  
LAKE SUPERIOR,  
August 28th, 1875.

SIR,—In reply to your communication of the 24th ult, I beg leave to state that on my arrival here last spring, I took the earliest opportunity of notifying Mr. Mortimer to go up to Fort Francis and make the survey, and take the necessary soundings with the view of fixing the site of the proposed canal there, intending to go up myself as soon as I could get away during the month of June; but owing to having been detained much longer in the woods than I had at first anticipated, and to other circumstances, I found it impossible to go up during June.

Mr. Mortimer, however, got there on the 20th June, and immediately began the work of survey.

I left here the first week in July for Fort Francis. On my way up I met Mr. H. Sutherland at Pine Portage, with the plans of Mr. Mortimer.

I had no time to examine them then, and I told him to take them on to Mr. Fleming at Ottawa.

I arrived at Fort Francis on the 11th of July, where I found the earth excavation for the canal being proceeded with, the ground having been broken upon the 1st of July.

I examined the plans and the site of the proposed canal with Mr. Mortimer, and I felt satisfied the best place had been fixed upon.

I left next day for Rat Portage, first directing Mr. Mortimer to take further soundings, and to lay down a plan of the canal on a large scale, with the soundings marked thereon, for the purpose of transmission to Ottawa. This plan I now beg leave to submit; it is on a scale of 16 feet to the inch. I also submit a general plan of same on a scale of 100 feet to the inch.

This general plan exhibits all the information at present in my possession as regards the direction and extent of the currents at the head of the rapids; it also shows the track made by the present Rainy Lake steamer, in coming round to her moorings above the falls.

I have also laid down upon this plan the position of the proposed locks, together with the soundings taken up to the present time. It will be observed that the

course of a vessel making for the mouth of the canal will be in comparatively still water; the difference of levels between the surface of water at the head of the proposed locks, and the surface of water at the foot thereof, is 23 feet 4 inches, and the difference of level between the surface of water in Rainy Lake, and the foot of the proposed locks, is 25 feet 6 inches, there being a fall of 2 feet 2 inches between Rainy Lake and the head of the proposed canal; this fall occurs in three places in Rainy River; the first is at the outlet of the lake, where there is a fall of 12 inches.

About one-third of a mile below this, there is a fall of 10 inches, the remaining 4 inches is due to the fall in the river to the head of the locks, a distance of about two miles.

The fall at the outlet of the lake is divided into two channels by an island; that on the west or Canadian side of the island being the route for canoes, and the channel on the east side of the island is the main or steamboat channel.

The fall here consists simply of swift water, and should offer no impediment to the navigation of the river at all stages of the water, provided steamers of proper construction for such work were employed.

The second rapids, one-third of a mile down from the outlet of the lake, is navigable during high and ordinary water; but during the period of low water, from about the 1st of August to the close of the season, the navigation is somewhat obstructed by the presence of boulders, which can easily be removed during the winter season.

You will notice that I give on the plan on the larger scale, the dimensions of the locks that I would propose for this place, namely 180 feet in length in the chamber, and 42 feet wide in the clear, in the bottom of the chamber, with side slopes of half an inch horizontal to one foot perpendicular, or with seven feet of water on the mitresills, and with two lifts of 11 feet 8 inches; the length of canal over all being 477 feet.

These dimensions I think will be sufficiently large to accommodate any vessels employed in the navigation of Rainy Lake, Rainy River, and the Lake of the Woods.

The steamer now in use on the former having a length of 100 feet and a width, over paddle boxes, of 33 feet 8 inches.

And the steamer on the Lake of the Woods having a length of 120 feet, and width of 34 feet 8 inches over paddle boxes.

With regard to the question as to whether it will be necessary to erect works for protection against the possibility of a vessel missing the mouth of the canal, and being carried over the falls, I would say that in as much as a vessel would be sailing the entire distance through water with scarcely any current, I would not apprehend much danger from accidents of this kind happening, provided ordinary care was used.

Still of course there is always the risk of such a catastrophe, especially if there was a strong wind from the north, and in order to guard against every possible contingency of that nature, it would probably be well to erect some work of protection; with this object in view I would recommend the formation of an embankment in the position shewn up on the plans.

This embankment I would propose to build of the surplus rock arising from the excavating necessary for the locks.

The rock embankment might be brought up to the low water line, and if thought advisable be finished with crib-work.

I would propose that an opening of, say, 20 feet be left between the proposed rock embankment or protection pier and the crib-work of the canal; this will be necessary to admit the passage of logs to the mill.

With regard to the question as to what effect upon the rapids at the outlet of Rainy Lake, the erection of this rock embankment or protection pier would have, I would state that I am at present unable to say further than that I think it possible the erection of such works at the point indicated upon the plans, would materially modify the rapids that now exist there.

It would be seen by referring to the plan and sections upon the larger scale, that I propose taking out the rock excavation to a width of 47 feet at the bottom, with side slopes of half an inch to the foot as already stated.

I would then bed 12" x 12" longitudinal timbers solidly upon the rock, fastening them thereto by strong bolts of iron, driven into holes previously drilled in the rock for the purpose. These longitudinal pieces being placed about 5 feet centre to centre, upon which would be laid cross floor timbers 12" x 12" set generally two feet six inches centre to centre, and bolted to the longitudinals, upon which a covering of three-inch plank is to be secured, and over this a second sheeting of two inch plank breaking joint with the tier underneath.

The entire of the bottom up to the underside of the plank flooring being first thoroughly puddled (if though advisable) with good puddle clay which can be procured in abundance at the site of the canal.

On the sides of the canal I would first bed into the rock upright timbers 12" x 12" and 6 feet centre to centre, to be fastened by iron bolts in the same manner as the floor timbers.

To these uprights would be bolted horizontal timbers in the position shewn on the cross-section, the entire to be sheeted up and down in a similar manner to that described for the bottom of the canal, also being puddled in the same way.

The canal locks as at present designed will allow of the foundation of the three mitre sill platforms being placed upon the solid rock.

The cribs on the rock forming the sides of the canal, will be built in the usual way, and be properly secured to the rock by iron bolts, and be sheeted up as shewn on the cross-sections.

The amount of rock excavation will be about 19,500 cubic yards, and the amount of earth excavation will be about 7,500 cubic yards.

By referring to the larger plan it will also be seen that a landing wharf is projected on the north side of the river, at the upper entrance to the locks. This work was begun before I arrived at Fort Francis.

I think this is necessary, and I propose to face it with suitable crib-work.

It might also be advisable to build two guide cribs at the lower entrance to the canal, as indicated by the dotted lines on the plan.

Respecting the locality where timber may be had for the construction of these locks, I have to say that I have examined Rainy Lake and I am afraid the timber obtainable there, will be found to be too small, unless the Department would allow of timbers less than 12" x 12" to be used; 10" x 10" may possibly be got in Rainy Lake.

I noticed however in July last, on my way down from Vermillion and Eagle Lakes, a good growth of both red and white pine timber on the banks of the Manitou River; this River flows into Rainy Lake about 30 miles from Fort Francis.

There is a fall of 40 feet at the outlet, into the lake, which would render it unsafe to run the timber over it; but the portage being short (some 300 feet) the timber might easily be snaked over it by either horses or oxen; then rafted, and brought to Fort Francis by tug-boat. I explained this to Mr. H. Sutherland on his way up, and he promised to have the place examined.

Owing to the high state of the water when the soundings were taken, none have been obtained on the site of the proposed protection pier to enable me to furnish a cross-section of same; but on my arrival at Fort Francis with Mr. Mortimer, for which place I set out in a few days, I will get him to take further soundings for this purpose.

If it be intended to open and shut the gates by means of levers, we shall have to excavate recesses for that purpose out of the earth on the top of the rock at the centre gate.

I enclose a bill of timber and iron which I think will be sufficient to finish the entire work, the whole of which I should think might be delivered at the site of the canal by the close of this season.

The white oak to be used in the mitre and main sills, as well as in the hollow quoins, &c., should be ordered from Ontario, as I am not aware of there being any oak timber large enough for the purpose to be found in this part of the country.

I sincerely hope that the plans and sections now submitted, as well as this

letter of explanation, may be satisfactory to the department, and afford the information necessary to enable the department to decide upon the various points touched upon.

The plans, &c., here submitted, are only intended to give a general idea of what in my opinion is necessary to be done to carry out this important work.

In the matter of details, such as specification, the detail plans of gates, hollow quoins, mitre sills, iron fastenings, segment plates, &c. &c., I shall have to look to the department.

I regret, owing to the sickness of Mr. Mortimer, who was confined to his bed for over a week, that these plans have been delayed so long, in being forwarded to Ottawa.

Your obedient servant,

SAMUEL HAZLEWOOD.

F. BRAUN, Esq., Secretary,  
Department of Public Works, Ottawa.

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APPROXIMATE quantities of work to be done in building the proposed Canal at Fort Francis.

Earth excavation, say .....	7,500	cubic yards.
Rock do .....	19,500	do
Crib-work in canal proper, say .....	3,500	do
do Wharfing, say .....	700	do

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Timber in crib-work (canal proper), say.....	15,000	lineal feet,	Timber.
generally 12" x 12".			
Timber in crib-work, wharfing.....	2,500	do	do

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Timber in flooring bottom and sides of canal, say.	29,000	lineal feet timber.
Sheeting bottom and sides of canal as specified....	220,000	ft. board measure.
Plank flooring on cribs .....	33,000	do
Flatted timbers, under flooring on cribs .....	3,000	lineal feet.
Timber for coping, say.....	1,300	lineal feet 17" x 12".
Tamarac plank in chain boxes .....	1,200	ft. board measure.

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WHITE OAK.

*Mitre Sills.*

Hollow quoins for stop gate.....	52'	long 20" x 20".
8 Vertical timbers in recesses.....	25'	" 12" x 12".
4 do do .....	15'	" 12" x 12".
4 Hollow quoins.....	25	feet long.
2 do .....	15	do
3 Setts of lock gates.		

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 IRON.

Rag bolts in cribs, say .....	3,500 lbs.
Bolts, $1\frac{1}{2}$ inch in diameter, say.....	6,000 "
do $1\frac{1}{4}$ do do .....	21,000 "
do 1 do do .....	10,000 "
Straps, 3" x $\frac{1}{2}$ " .....	200
8-inch wrought iron spikes for flooring and sides to nail the two tiers of planks.....	30,000
Hinges and fastenings for gates.	
Segment plates.	

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 GUIDE CRIBS (if built).

Crib-work, say.....	550 cubic yards.
Timber in crib-work, say.....	2,500 lineal feet.
Rag bolts, say.....	550 lbs.



(33)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 28th March, 1877 ;—  
For a Return shewing amounts paid for printing for all services done in Prince Edward Island during the year 1874, 1875 and 1876 respectively ; the nature of the work done and the names of the persons who performed such work.

By Command.

R. W SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 21st February, 1878.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above  
Return is not printed.]*

## RETURN

To an ORDER of the HOUSE, setting forth the objects and expense incurred by each of the Special Committees appointed by this House during the past four years, with the names of the persons who received payment, whether as witnesses or otherwise, and the amounts received by each.

*[In accordance with the recommendation of the Joint Committee on Printing the recapitulations of the expenses of each year only are printed.]*

RECAPITULATION—1874.

Committee Expenses.

Witnesses.	\$ cts.	Reporting.	\$ cts.
North-West difficulties.....	4,092 90	North-West difficulties .....	315 00
Public Accounts.....	883 25	Public Accounts.....	194 00
Six Nation Indians.....	182 00	Mercantile agencies .....	80 00
Immigration and colonization .....	87 90	Manufacturing interests.....	150 00
Mercantile agencies.....	99 25		
Best route to Europe in winter. ....	42 00		
Shortest route to Europe.....	254 00		
Quebec Office for culling and measur- ing wood.....	120 30		
Manufacturing interests.....	29 00		
Port Stanley Harbour.....	227 50		
<b>Total, Witnesses.....</b>	<b>\$6,018 10</b>	<b>Total, Reporting.....</b>	<b>\$739 00</b>
		<b>Total, Witnesses.....</b>	<b>6,018 10</b>
		<b>Grand Total.....</b>	<b>\$6,757 10</b>

RECAPITULATION—1875.

Committee Expenses.

Witnesses.	\$ cts.	Reporting.	\$ cts.
Public Accounts.....	712 12	Public Accounts.....	\$177 80
		Immigration.....	52 70
<b>Total, Witnesses.....</b>	<b>\$712 12</b>	<b>Total, Reporting.....</b>	<b>\$230 50</b>
		<b>Total, Witnesses .....</b>	<b>712 12</b>
		<b>Grand Total.....</b>	<b>\$942 62</b>

## RECAPITULATION—1876.

## Committee Expenses.

Witnesses.	\$ cts.	Reporting.	\$ cts.
Winter navigation, St. Lawrence.....	162 85	Charlevoix election .....	130 70
Sanitary .....	350 00	Depression of trade.....	648 80
Immigration .....	105 00		
Charlevoix election .....	1,216 50		
Sub-marine Telegraph Co. ....	167 25		
Railway.....	100 09		
Salt interests.....	107 70		
Agricultural interests.....	150 10		
Depression of trade .....	459 16		
<b>Total, Witnesses.....</b>	<b>\$2,818 56</b>	<b>Total, Reporting.....</b>	<b>\$779 50</b>
		<b>Total, Witnesses.....</b>	<b>2,818 56</b>
		<b>Grand Total.....</b>	<b>\$3,598 06</b>

## RECAPITULATION—1877.

## Committee Expenses.

Witnesses.	\$ cts.	Reporting.	\$ cts.
Northern Railway.....	531 95	Northern Railway.....	441 00
Immigration .....	133 30	Immigration .....	366 50
Coal trade.....	1,069 30	Coal trade.....	318 60
Administration of Justice, Quebec.....	2,295 15	Administration of Justice.....	567 00
Privileges and Elections.....	148 50	Privileges and Election .....	126 80
Public Accounts.....	23 00	Public Accounts .....	170 02
		Civil Service.....	234 50
<b>Total, Witnesses.....</b>	<b>\$4,201 20</b>	<b>Total, Reporting .....</b>	<b>\$2,224 42</b>
		<b>Total, Witnesses.....</b>	<b>4,201 20</b>
		<b>Grand Total.....</b>	<b>\$6,425 62</b>

(35)

DETAILED STATEMENT  
OF  
ALL BONDS OR SECURITIES

REGISTERED IN THE  
DEPARTMENT OF SECRETARY OF STATE,

DATED THE 22ND FEBRUARY, 1878.

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(36)

RETURN

To an ORDER of the HOUSE OF COMMONS, dated 26th March, 1877 ;—For a Statement shewing the quantity, quality and dimension of timber supplied by Mr. Adolphe Gagnon, for each of the piers at Baie St. Paul, Malbaie and Eboulements, in the County of Charlevoix, and also the price per foot paid for such timber during the fiscal year 1875-76.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 28th February, 1878.

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

(37)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1878;—For statement showing the respective sums paid to the Government of British Columbia, and at what time paid, in accordance with section 2, chapter 17, 37 Victoria.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 28th February, 1878.

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(38)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 21st February, 1878;—For names of the Militiamen of 1812 and 1813 who have died between 1st March, 1876, and 1st January, 1878.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd March, 1878.

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

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 25th February, 1878:—For a Return of the expenses of the trip of His Excellency the Governor General to Manitoba, similar to that contained in the Public Accounts with respect to His Excellency's trip to British Columbia, be laid before the House.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 5th March, 1878.

RETURN to an Order of the House of Commons for a statement of the expenses of the trip of His Excellency the Governor General to Manitoba, similar to that contained in the Public Accounts with respect to His Excellency's trip to British Columbia:—

Lt.-Col. The Hon. E. G. P. Littleton, gold coin, drafts, &c. . . . .	\$649 25
do do supplies, transport, &c. . . . .	2,836 81
W. O'Brien, tickets, Ottawa to Fisher's Landing and return. . . . .	1,491 70
Pullman Car Company, Ottawa to Fisher's Landing and return . . . . .	609 00
Grand Trunk Railway Company, baggage car, &c . . . . .	257 24
St. Lawrence & Ottawa Railway Company, transportation. . . . .	216 00
Hon. James McKay, camp expenditure. . . . .	2,760 50
Hudson Bay Company, supplies. . . . .	423 73
Roberts Company do . . . . .	316 00
H. L. Reynolds do . . . . .	217 50
Sundry Persons do for camp. . . . .	796 21
	<b>\$10,573 94</b>

N.B.—Of the above \$10,573.94 the sum of \$8,000 has been charged against the vote, the balance \$2,573.94 has been charged to "Unforeseen Expenses," *vide* Parliamentary Paper No. 16.

JOHN LANGTON,  
*Auditor General.*

DEPARTMENT OF FINANCE,  
OTTAWA, 2nd March, 1878.

(40)

## RETURN

To an ADDRESS of the SENATE, dated 18th February, 1878 ;—For copies of all correspondence between the Post Office Inspector for Nova Scotia and any other person or persons, during the months of November, December and January last past, in relation to Mail irregularities between the Post Offices of Arichat, Hawkesbury and Antigonish, in the said Province, and all evidence obtained and reports made by the said Inspector in connection with the same.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 8th March, 1878.

(40)

## RETURN

To an ADDRESS of the SENATE, dated 13th February, 1878 ;—For all surveys and reports made by any Government Engineer within the last six years, in relation to the breakwater at West Arichat, in the Island of Cape Breton.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 6th May, 1878.

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



(40)

## RETURN

To an ADDRESS of the SENATE, dated the 29th April, 1878 ;—For a copy of the Pilotage Rules and Regulations made by the Commissioners of Pilots for the Port of Arichat, in the Island of Cape Breton

By Command.

R. W. SCOTT,

*Secretary of State*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 6th May, 1878.

(41)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For statement showing the Rivers, at the present moment, under lease in the Counties of Rimouski, Gaspé and Bonaventure, and also those on the north coast of the St. Lawrence from the river Saguenay down to the Mingan Islands ; the year in which each of such rivers was leased, and for what length of time ; the name of the lessee, and the annual sum which he pays to the Government for his lease.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 9th March, 1878.

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

(42)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878;—For a complete copy of the report of the Inspector of Fisheries for British Columbia for 1877, with a statement of the expenditure connected therewith.

By Command

R. W SCOTT

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 9th March, 1878.

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

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1878, for statement showing the nature and value of all manufactures and other articles exchanged between Canada and the Australian Colonies, from 1st July, 1876, down to the latest returns in possession of the Government, together with copies of the Tariffs of the Colonies, and any other information in possession of the Government which may be useful in promoting the valuable trade springing up between us.

By Command.

R. W. SCOTT

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th March, 1878.

CUSTOMS DEPARTMENT,  
OTTAWA, 9th March, 1878.

SIR,—In compliance with an Order from the House of Commons, of date the 20th ult., I have the honour to transmit herewith,—

1. Copies of the Customs Tariffs of the several Australian Colonies, so far as known to this Department.
2. A statement of Exports from Canada to said Colonies during eighteen months, from 1st July, 1876, to 31st December, 1877.

I have further to state that during the time in question there have been no Imports from said Colonies.

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

J. JOHNSON,  
*Commissioner of Customs.*

To the Honorable  
The Secretary of State,  
Ottawa.

STATEMENT showing the Tariffs in actual operation in New South Wales, Victoria,  
Western Australia, Queensland, Tasmania, South Australia and New Zealand.

## NEW SOUTH WALES.—CUSTOMS TARIFF.

		£	s.	d.
Ale or beer in wood or jar .....	gal.	0	0	6
do in bottles.....	gal.	0	0	9
Bacon.....	lb.	0	0	2
Bags, doz., 1s., gunny .....	doz.	0	0	6
Biscuits, lb., 1s., blue .....	lb.	0	0	1
Candles.....	lb.	0	0	1
Cement.....	bar.	0	2	0
Cheese.....	lb.	0	0	2
Chicory.....	lb.	0	0	3
Chocolate .....	lb.	0	0	3
Cigars.....	lb.	0	5	0
Cocoa.....	lb.	0	0	3
Coffee.....	lb.	0	0	3
Comfits.....	lb.	0	0	1½
Confectionery.....	lb.	0	0	1½
Cordage .....	ton	2	0	0
Corn flour.....	lb.	0	0	1
Dates.....	lb.	0	0	1
Doors.....	each	0	1	0
Fish—dried, preserved or salted.....	lb.	0	0	1
Fruits, bottled—quarts. ....	doz.	0	2	0
do pints and smaller.....	doz.	0	1	0
do dried.....	lb.	0	0	2
Galvanized manufactures.....	cwt.	0	3	0
Ginger.....	lb.	0	0	1
Hams.....	lb.	0	0	1
Hops.....	lb.	9	0	3
Iron, galvanized, in bars, bundles or sheets, or corrugated	ton.	2	0	0
Jams.....	lb.	0	0	1
Jellies.....	lb.	0	0	1
Maizena.....	lb.	0	0	1
Malt .....	bush.	0	0	6
Mustard.....	lb.	0	0	1
Nails.....	ton.	2	0	0
Nuts (except cocoa-nuts).....	lb.	0	0	1
Oilman's stores—Sauces and pickles; quarts, doz., 1s.; pts. and small.....	doz.	0	0	6
Oils (except animal)—Sperm, black and cocoa-nut.....	gal.	0	0	6
Opium and wares and merchandise mixed or saturated with opium or with any preparation or solution thereof, or steeped therein.....	lb.	0	10	0
Paints.....	ton	2	0	0
Paper, writing and fancy, lb., 1d.; brown and wrapping...	cwt.	0	3	4
Pepper.....	lb.	0	0	2
Powder, blasting, lb., 1d.; sporting.....	lb.	0	0	3
Preserves.....	lb.	0	0	1
Rice.....	ton.	3	0	0
Rope.....	ton.	2	0	0
Sacks.....	doz.	0	1	0
Sago.....	lb.	0	0	1
Salt.....	ton.	1	0	0

		£	s.	d.
Saltpetre.....	ton.	1	0	0
Sarsaparilla (if containing not more than 25 per cent. of proof spirit) per liquid gallon.....		0	4	0
Sashes.....	each.	0	1	0
Shot.....	cwt.	0	5	0
Shutters.....	each	1	0	0
Snuff.....	lb.	2	0	0
Soda Crystals.....	ton.	1	0	0
Spices.....	lb.	0	2	0
Spirits, or all kinds of spirits imported into the colony, the strength of which can be ascertained by Sykes' hydrometer, proof gal. 10s.; the strength of which cannot be so ascertained.....	liquid gal.	0	10	0
Spirits methylated.....	gal.	0	2	0
Starch.....	lb.	0	0	1
Succades.....	lb.	0	0	1½
Sugar, raw, cwt. 5s.; refined, cwt. 6s. 8d.; molasses and treacle.....	cwt.	0	3	4
Tea.....	lb.	0	0	3
Timber, dressed, per 100 ft. superior 2s.; rough and undressed per 100 ft. superoir.....		0	1	0
Tobacco, manufactured, and snuff, lb. 2s.; unmanufactured, lb. 1s.; unmanufactured sheep-wash.....	lb.	0	0	3
Turpentine.....	gal.	0	1	0
Varnish.....	gal.	0	2	0
Vinegar.....	gal.	0	0	6
Wines, sparkling, gal., 6s.; other kinds.....	gal.	0	4	0
Wire, iron.....	ton.	1	0	0
Woolpacks.....	each.	0	0	3
Exempt duty on gold (oz. troy), 1s. 6d. Duty on spirits made or distilled in colony from sugar that has paid customs duty, 9s. 5d. gal.; on spirits made in colony wholly, or exceeding 10 per cent. of the whole, from materials not subject to customs duty.....		0	10	0

VICTORIA—CUSTOMS TARIFF.

Abbreviation. n.o.e., not otherwise enumerated: n. ex., not exceeding. Where a figure only is given it indicates the ad valorem percentage, i.e., 10-10 per cent. ad valorem.

		£	s.	d.
Acid, ascetic.....	pint or lb.	0	0	3
do sulphuric., muriatic or nitrate.....	cwt.	0	5	0
Aerated or mineral waters.....		0	0	10
Ale, porter, spruce, or other beer, cider or perry.....	gal.	0	0	9
Almonds, (shelled), arrowroot, boiled fruit, confectionery, comfits, succades, sweetmeats, fruits and vegetables (dried or preserved), honey, jams, jellies; maccaroni, maize or corn flour, maizena, meats and fish preserved (not salted or dried or preserved in brine), meats (potted), milk (preserved or condensed), spices (ground), sugar candy, vermicelli, pint or lb. or reputed package of that quantity, and so in proportion for any such reputed quantity or weight.....		0	0	2

	£	s.	D.
Almonds, bacon, biscuits, blue, butter, candles, cheese, curled hair, glue, hams, mustard, nuts, soap, starch	lb.	0	0 2
Apparel and slops, and articles, all or part silk, cotton, linen or wool, or other or mixed materials		1	0 0
Barley, pearl and Scotch, 100 lbs.		0	3 0
Bench screws		1	0 0
Bottles, glass or stone, containing a reputed quart or any less quantity of spirits (not perfumed), wine or beer, and bottles containing aerated or mineral waters	doz.	0	0 6
Boots and shoes, men's 6 and upwards, per doz. pairs, 25s.; youths' 2-5, 15s.; boys' 7-1, 11s.; women's 3 and upwards, 14s.; girls' 11-2, 11s., 7-10, 7s.; children's 0-6 and slippers, 3s.; women's "lasting" and "stuff" 10s.; goloshes, 3s.; slippers from 7 upwards, 7s.			
Bookbinders' brass types, type-holders, ornamental rolls and line filets		0	10 0
Bricks, 1,000		1	0 0
Bonnets, brownware and tiles		1	0 0
Brushware and wickerware		1	0 0
Carpeting and drugging, woollen blankets or blanketing, rugs and rugging		0	10 0
Carriages and carts		1	0 0
Cartridges, 1,000		0	5 6
Cement, cwt., 6d.; cigars	lb.	0	5 0
Chinaware and porcelain		0	10 0
Clogs and patterns		0	10 0
Coffee, chicory, chocolate, cocoa	lb.	0	0 3
Combs		0	10 0
Combs (cut) and cork drawers, wire and steel		1	0 0
Cordage, coir rope, cwt., 2s.; hempen and spun yarn, cwt., 4s. 6d.; white lines and all other	cwt.	0	8 0
Crucibles, black lead		1	0 0
Doors	each.	0	2 6
Drugs, 10s.; drugs, preparation of		0	10 0
Dynamite and lithofracteur	lb.	0	0 4
Earthenware of other kinds	n. o. e.	1	0 0
Fancy goods		0	10 0
Fireworks		1	0 0
Floor cloth, (oil and other)		0	10 0
Fruit, green	bush.	0	0 9
Furnace doors, frames and pans		1	0 0
Furniture		1	0 0
Furniture springs, sofa, chair and other		0	10 0
Fuse, coil of 24 feet or less		0	1 3
Garden reels		1	0 0
Gas-stoves and gridirons		1	0 0
Glassware		1	0 0
Grain and pulse, all n. o. e.	100 lbs.	0	1 0
do prepared, ground, or manufactured, n. o. e.	100 lbs.	0	2 0
Gun cotton, or other material for exploding purposes, n. o. e.	lb.	0	0 5
Hammers, napping, quartz and spalling		1	0 0
Hats, caps, bonnets (except untrimmed straw)		1	0 0
Hinges		1	0 0
Hops	lb.	0	0 3
Hosiery and gloves		0	10 0
Iron, galvanized	ton.	1	10 0

		£	s.	d.
Ironware.....		1	0	0
Iron wire, Nos. 1 to 9.....	ton.	1	0	0
Jewellery.....		1	0	0
Lead, sheet and piping.....	cwt.	0	2	6
Leaf metal, gold and silver.....		0	10	0
Leather, leather cut into shapes, elastic-side uppers, Wellington legs, clogs and patterns.....		0	10	0
Leatherware, or articles made up of leather, or of which leather is most valuable part, saddles and harness, whips, trunks and portmanteaus.....		1	0	0
Machinery, n. o. e., agricultural implements, boilers (land and marine).....		1	0	0
Malt.....	bush.	0	2	0
Manufactures of metals, as per schedule.....		1	0	0
Marble and stone, wrought.....		1	0	0
Matches and vestas.....		0	10	0
Matting, cocoanut.....		0	10	0
Meat-hooks.....		1	0	0
Musical instruments and pianoforte actions, made up.....		1	0	0
Nails and screws.....	cwt.	0	3	0
Oatmeal.....	100 lbs.	0	3	0
Oils, in bulk, gall., 6d.; Onions.....	ton.	1	0	0
Oils, including castor or cod-liver, when refined or for medicinal purposes, in botts. of 1 qt. or less, doz. qts., 2s.; pts. 1s.; $\frac{1}{2}$ pts. and smaller.....		0	0	6
Oilmen's stores, in botts. or jars, n. ex b. reprinted quart in size; blacking, furniture oil and paste, ground, coal and charcoal, £1; all others n. o. e.....		0	10	0
Opium and goods mixed or saturated with same, or with any preparation or solution, or steeped therein.....	lb.	0	10	0
Paddy.....	100 lbs.	0	2	0
Paints, wet or dry.....	ton.	2	0	0
Papers, uncut blotting, surface, drawing, and others n. o. e., cwt., 3s.; note, letter, writing, fancy, and blotting with cut edges.....	lb.	0	0	2
Paper bags.....	cwt.	0	10	0
Perfumery.....		0	10	0
Pickles, doz. qts., 2s. 6d.; pts., 1s. 6d.; $\frac{1}{2}$ pts. and smaller..		0	0	9
Pipes, cast iron, flanged, spigot and faucet, knees and elbows, ton, £2; smoking and wooden.....	gross	0	6	0
Plate of gold.....	oz. troy	0	8	0
do silver.....	oz. troy	0	1	0
Plated and mixed metal ware.....		0	10	0
Playing cards.....	doz. pks.	0	3	0
Potatoes.....	ton	0	10	0
Powder, sporting.....	lb.	0	0	3
do (blasting) and shot.....	lb.	0	0	1
Powders, baking, washing and seidlitz.....		1	0	0
Provisions, salted, dried or preserved in brine, including fish, n. o. e.....	cwt.	0	5	0
Rice, 100 lb., 3s.; salt.....	ton.	1	0	0
Scales, beams and steel-yards.....		1	0	0
Seeds, canary.....		0	10	0
Silks, and manufactures containing silk.....		0	10	0
Slates up to 18 x 10.....	1,000	0	15	0
do larger size.....	1,000	1	5	0

	£	s.	d.
Snuff, lb., 2s.; soda crystals.....	tom.	2	0 0
Soldering irons.....		1	0 0
Spirits or strong waters of any strength not exceeding strength of proof by Sykes' hydrometer, and so in proportion for any greater strength than the strength of proof, 10s. gall., or £2 for each reputed 4 gall. case, or £1 for each reputed 2 gall. case, when said cases do not contain more than reputed contents, and so on for each reputed gall. or part.			
Spirits, cordials, liquors or strong waters sweetened or mixed with any article, so that degree of strength cannot be ascertained by Sykes' hydrometer (including all alcohol diluted or undiluted with water or other menstruum, and containing in solution any essence, essential oils, ether or other flavouring or other substance, whether of natural or artificial origin) .....	gal.	0	10 0
Spirits, perfumed, 10s., methylated.....	gal.	0	1 0
Stationery, manufactured, including account books, printed cheques, bill heads, and other printed or ruled matter, blotting pads, sketch blocks, manifold writers, albums, and all kinds of jewel, dressing and writing cases.....		1	0 0
Stationery, not otherwise enumerated.....		0	10 0
Sugar and molasses.....	cwt.	0	3 0
Tea, lb., 3d.; tents and tarpaulins.....		1	0 0
Timber—dressed or planed, 100 superficial feet, 1s. 6d.; undressed, 9d.; laths per M., 1s. 6d.; shingles, 6d.; pailings, 100, 6d.; rough spokes and felloes, and sawn pickets, 100.....		0	0 6
Twine.....	lb.	0	0 1½
Tinnedware.....		1	0 0
Tobacco, manufactured.....	per lb.	0	2 0
do unmanufactured.....	per lb.	0	1 0
Toys.....		0	10 0
Umbrellas, parasols and sunshades.....		1	0 0
Varnish.....	gal.	0	2 0
Vinegar, not ascetic acid or crude vinegar, aromatic or raspberry.....	gal.	0	0 6
Watches and clocks.....		0	10 0
Window sashes.....	pair.	0	2 0
Wine, sparkling, gal., 6s.; other, 4s.; whips.....		0	10 0
Wire netting.....		1	0 0
Wickerware.....			
Woodenware, including bellows and picture frames, turnery (shaped or dressed), staves and casks, and finished timber, not otherwise enumerated.....		1	0 0
Woollen piece goods, or goods of cotton, linen or of other material .....		0	10 0
Mixed with wool.....		1	0 0

All goods, wares and merchandise not included in the above table of imported articles, are free of duty.



## WESTERN AUSTRALIA.—CUSTOMS TARIFF.

		£	s.	d.
Apples, (dried) currants, figs, peaches and raisins.....	lb.	0	0	2
Beer, porter, cider and perry in wood or bottle.....	gal.	0	0	9
Bran and pollard.....	ton.	1	0	0
Butter.....	lb.	0	0	3
Candied peel, &c.....	lb.	0	0	2
Cheese.....	lb.	0	0	2
Chicory.....	lb.	0	0	1
Cigars and Snuff.....	lb.	0	5	0
Coffee.....	lb.	0	0	1
Confectionery, comfits and sweet meats.....	lb. or pt.	0	0	2
Corn and grain (not including rice).....	bush.	0	0	6
Hay.....	ton.	1	0	0
Meal.....	ton.	1	0	0
Potatoes.....	ton.	0	10	0
Provisions—Salted, dried, or preserved in brine, including fish.....	lb.	0	0	2
Spices (mixed and other).....	lb.	0	0	2
Spirits, cordials, or strong waters (not being perfumed, or medicinal spirits, to be used as medicine or perfumery only) not exceeding the strength of proof by Sykes' hydrometer, and so on in proportion for any greater strength than the strength of proof.....	Imp. gal.	0	14	0
Sugar, refined and candy.....	cwt.	0	4	0
Sugar, moist and molasses.....	cwt.	0	3	0
Tea.....	lb.	0	0	4
Tobacco, manufactured.....	lb.	0	2	6
do unmanufactured.....	lb.	0	1	0
do for sheepwash.....	lb.	0	0	3
Vinegar.....	gal.	0	0	6
Wine, bottled and in wood.....	gal.	0	4	0
Goods not otherwise charged with duty, according to invoice value of 10 per cent.				

## GOODS FREE OF DUTY.

Animals, living; baggage, personal, of immigrants; bags and sacks, bales for wool, blasting powder; books, printed, (not account); bottles, glass and stone, imported full; brewery and distillery plant, bullion and coin, chloride of lime, churns, coals, coke and other fuel, cotton waste, disinfecting fluid, drainage pipes, tiles, earth closets and patent water closets, emery cloth, filters, fire engines and hose, flour, forges, forge backs, gas pipes, machinery, material for construction of gas works, implements for whaling purposes, implements, agricultural, iron material for construction of bridges, wharves, jetties or patent slips, rod, bolt, bar, hoop, pig, black sheet, plates for malt kilns, lamp posts, plates, rivets, bolts, nuts, screws and castings for ships; india rubber sheet, for engine packing; machinery for agricultural purposes, for boring, brick and tile making, planing, punching, sawing, shearing, turning, quartz crushing, coffee roasting, manufacture of boots and shoes, for mills and looms, for steam vessels, machine saw, for preserving and boiling down meal or fish for sugar manufacture, for mining purposes; maps and charts, mill stones, pictures, prints, statuary, plants, seeds and bulbs, printing machinery, presses, type, materials, printing ink; provisions and stores, military or naval, required for Her Majesty's service, pumps and apparatus for raising water, railway plant, sewing machines, specimens of naval history, staves and hoops for casks, steam engines, parts of steam engines; uniforms and appointments, naval, military and civil, imported by officers stationed in the colony for own use; water pipes, not otherwise described; all materials specially imported for constructing waterworks, weigh bridges for carts, wire for fencing, wire cloth for quartz-crushing machinery.

## QUEENSLAND.—CUSTOMS TARIFF.

		£	s.	D.
Acids .....	cwt.	0	4	0
Ale, beer, porter, cider, perry and vinegar, in wood, 9d. per gall.; do. in bottles, 6 reputed qts., 1s.; 12 reputed pts.		0	1	0
Biscuits, bacon, butter, candles, cheese, confectionery, ginger, glue, honey, hams, hops, leather, nuts (except cocoa-nuts), pepper, spices, succades, mustard.....	lb.	0	0	2
Blue, corn-flour, gunpowder, maccaroni, maize meal, sago, starch, tapioca, twine, vermicelli.....	lb.	0	0	1
Bottled fruits and pickles, doz. reputed pints.....		0	1	0
Dried fruits .....	lb.	0	0	2
Boats, per foot over all .....		0	2	6
Bran and pollard.....	bush.	0	0	2
Brandy of any strength not exceeding the strength of proof	gal.	0	12	0
Barley .....	bush.	0	0	6
do pearl .....	cwt.	0	3	0
Castor-oil, in bottles, doz. reputed pints or lbs.....		0	1	0
Cement .....	brl.	0	2	0
Cigars.....	lb.	0	5	0
Coals.....	ton.	0	1	6
Cocoa, lb., 4d.; raw do. ....	lb.	0	0	2
Coffee (roasted) and tea.....	lb.	0	0	6
do (raw), chicory and chocolate.....	lb.	0	0	4
Doors.....	each.	0	2	6
Fish, pickled or salted, in casks, or dried.....	cwt.	0	5	0
Iron, galvanised or corrugated, iron wire, castings for buildings, shot.....	cwt.	0	2	0
Iron tanks.....	each.	0	8	0
Jams or jellies, doz. reputed lbs.....		0	1	0
Lead, white or red .....	cwt.	0	2	0
Molasses.....	cwt.	0	3	4
Meats or fish, preserved (not salted), doz. lbs.....		0	2	0
Nails, screws and shot.....	cwt.	0	2	0
Oils (mineral and other kinds) and turpentine.....	gal.	0	0	6
Opium.....	lb.	1	0	0
Paints, wet or dry .....	cwt.	0	2	0
Potatoes, onions, hay and chaff.....	ton.	0	10	0
Rice, oatmeal and maize .....	ton.	2	0	0
Rope and cordage .....	cwt.	0	4	0
Salt.....	ton.	2	0	0
Saltpetre.....	cwt.	0	4	0
Sarsaparilla, containing more than 25 per cent. of alcohol..	gal.	0	10	0
do less than 25 per cent.....	gal.	0	4	0
Sashes .....	p. pair.	0	2	6
Sauces, salad oils, reputed pints.....		0	1	0
Soap (not including toilet soap).....	cwt.	0	5	0
Soda, soda crystals.....	cwt.	0	1	0
Spirits, cordials or strong waters, sweetened or mixed with any article so that the strength thereof cannot be exactly ascertained.....	gal.	0	10	0
do methylated .....	liq. gal.	0	5	0
Sugar, refined .....	cwt.	0	6	8
do raw .....	cwt.	0	5	0
Tobacco and snuff.....	lb.	0	2	6
Wheat, barley, maize, oats and malt.....	bush.	0	0	6
Wine containing more than 25 per cent. of alcohol .....	gal.	0	10	0
do containing not more than 25 per cent. of alcohol.....	gal.	0	6	0

## GOODS NOT SUBJECT TO DUTY.

Anchors and chain cables over three-eighths of an inch in diameter, iron ore, plain sheet iron (not including galvanized), pig, bar, rod, scrap and hoop iron, boiler plates, tin plates, bloek tin, sheet and pig lead, zinc, sheet copper, Muntz metal, unwrought steel.

Gold, silver and copper coin, and unmanufactured gold and silver.

Printed books and newspapers.

Live animals, manure, green fruit, garden seeds and garden produce, bulbs, trees, shrubs and flour.

Antique curiosities and specimens of natural history.

Outside packages in which goods are ordinarily imported, and which are of no commercial value, except as covering for goods.

Passengers' cabin furniture and baggage, and passengers' personal effects (not including vehicles, musical instruments, glassware, chinaware, silver and gold plate and plated goods, and furniture other than cabin furniture), which are imported with and by passengers *bond fide* for their own personal use, and not imported for the purposes of sale.

Naval and military stores, stores imported for the service of the Colonial Governments or for the use of Her Majesty's land or sea forces, and wines and spirits for the use of His Excellency the Governor, or for naval and military officers employed on actual naval or military service, and on full pay.

## AD. VALOREM DUTIES.

Upon all goods imported into the Colony, not hereinbefore enumerated, or hereinafter exempted from duty, from 30th September, 1874, £5 for every £100 in value.

## TARIFF OF TASMANIA.

Where a figure only is inserted, it indicates the ad. val. rate of duty, thus—10, 10 per cent ad. val.

	£	s.	D.
Account books.....	cub. ft.	0	4 0
Acid, tartaric.....	lb.	0	0 4
Agricultural implements and machinery.....	cwts.	0	2 6
Ale, beer and porter.....	gal.	0	0 6
Ale in bottles, dozens, quarts, 2s.; pints.....		0	1 0
Almonds, lb. 2d.; alum.....	lb.	0	0 0½
Anvils.....	cwts.	0	2 6
Apothecaries' ware.....	cub. ft.	0	5 0
Arms and axles, cart and carriage.....	cwts.	0	2 6
Arrowroot.....	lb.	0	0 2
Backbands cwt. 5s.; bacon.....	lb.	0	0 2
Bags wool.....	each	0	0 2½
Bags gunny, and manufacture from jute and hemp.....	each	0	0 0½
Bagging.....	1000 yds.	0	8 4
Bags, paper.....	cub. ft.	0	1 6
Barley.....	100 lbs.	0	0 10
Barley, Scotch or pearl.....	lb.	0	0 0½
Barley, patent.....	cub. ft.	0	2 0
Basketware, lined.....	cub. ft.	0	2 0
Basketware, not lined.....	cub. ft.	0	1 0
Beans.....	100 lbs.	0	0 10
Beef.....	100 lbs.	0	1 6
Bellows, Blacksmiths'.....	cwts.	0	2 6
Biscuits.....	cub. ft.	0	2 0

	£	s.	D.
Blacking.....	cub. ft.	0	3 0
Blankets.....	cub. ft.	0	3 0
Blinds, venetian.....	cub. ft.	0	2 0
Blue, lb 2d. ; bluestone.....	lb.	0	0 0½
Boards, planed, tongued and grooved.....	cub. ft.	0	0 6
Boilers, cast iron.....	cwt.	0	2 6
Boots and shoes.....	cub. ft.	0	5 0
Bran.....	100 lbs.	0	0 10
Bricks, bath.....	cwt.	0	0 9
Brassware.....	cwt.	0	5 0
Brooms.....	cwt.	0	5 0
Brushes.....	cub. ft.	0	5 0
Buckets, dozen, 3s. ; butter.....	lb.	0	0 2
Camp Ovens.....	cwt.	0	2 6
Canary seed.....	lb.	0	0 0½
Candles, lb. 2d. ; caps, cub. ft.....		0	5 0
Carbonate of soda.....	lb.	0	0 0½
Carriages, two-wheel and spring each.....		5	0 0
Carriages, four-wheel and spring each.....		10	0 0
Carpets and carpeting.....	rub. ft.	0	3 0
Cart boxes.....	cwt.	0	2 6
Castings, rough iron.....	cwt.	0	0 6
Cattle.....	head	1	10 0
Cement, mineral.....	cwt.	0	0 9
Chaff cutters.....	cwt.	0	2 6
Chalk.....	cwt.	0	0 9
Cheese.....	lb.	0	0 2
Chemicals.....	cub. ft.	0	5 0
Chicory.....	lb.	0	0 3
Chimney pots, earthenware.....	cwt.	0	0 9
China, manufactured.....	cub. ft.	0	0 9
Chocolate.....	lb.	0	0 3
Cider.....	gal.	0	0 4
Cigars.....	lb.	0	5 0
Cigars for sheepwash.....	lb.	0	0 3
Coals and coke.....	ton	0	1 0
Cocoa.....	lb.	0	0 3
Coffee, raw.....	lb.	0	0 3
Coffee, ground or roasted.....	lb.	0	0 4
Combs.....	cub. ft.	0	5 0
Confectionery.....	cub. ft.	0	3 0
Copperas.....	lb.	0	0 0½
Copper manufactures.....	cwt.	0	5 0
Cordage.....	cwt.	0	1 6
Corn flour.....	cub. ft.	0	2 0
Cotton manufactures.....	cub. ft.	0	5 0
Cotton rugs and sheets.....	cub. ft.	0	3 0
Cream of tartar.....	cub. ft.	0	5 0
Crockery ware (except jam jars).....	cub. ft.	0	0 9
Cutlery.....	lb.	0	0 6
Drapery.....	cub. ft.	0	5 0
Drugs and druggists' sundries.....	cub. ft.	0	5 0
Earthenware.....	cub. ft.	0	0 9
Envelopes.....	cub. ft.	0	4 0
Essence of lemon.....	cub. ft.	0	5 0
Fish.....	lb.	0	0 0½

		£	s.	D.
Fish, in tins.....	cub. ft.	0	3	0
Fish, pickled, in barrels or kegs.....	cub. ft.	0	1	0
Fruits, dried.....	lb.	0	0	1½
Fruits, bottled.....	cub. ft.	0	3	0
Furniture, wood.....	cub. ft.	0	2	0
Furs.....	cub. ft.	0	5	0
Ginger.....	lb.	0	0	2
Glass, plate.....	100 sup.ft.	0	6	0
Glass—plate, crown or sheet.....	100 sup.ft.	0	3	0
Glassware.....	cub. ft.	0	0	9
Gloves, kid.....	cub. ft.	0	5	0
Glue.....	lb.	0	0	1
Grain.....	100 lbs.	0	0	10
Grindery.....	cwt.	0	5	0
Grindstones.....	cwt.	0	0	9
Groats, patent.....	cub. ft.	0	2	0
Gunpowder, blasting.....	lb.	0	0	1
do other kinds.....	lb.	0	0	4
Haberdashery.....	cub. ft.	0	5	0
Halters.....	cub. ft.	0	4	0
Hams.....	lb.	0	0	2
Handles—axe, fork, broom, mop and spade.....	cwt.	0	5	0
Hardware.....	cwt.	0	5	0
Harness.....	cub. ft.	0	4	0
Harmoniums.....	each.	2	10	0
Hats.....	cub. ft.	0	5	0
Hearth-rugs.....	cub. ft.	0	3	0
Hemp-seed.....	lb.	0	0	0½
Hides, dressed.....	cub. ft.	0	0	4
Hollow-ware.....	cwt.	0	5	0
Hops.....	lb.	0	0	2
Horticultural implements.....	cwt.	0	2	6
Hosiery.....	cub. ft.	0	5	0
Iron fencing.....	cwt.	0	0	9
do galvanized, and zinc sheet or piping, ridge caps or spouting.....	cwt.	0	2	6
do retorts and rough iron castings.....	cwt.	0	0	6
Ironmongery, all kinds.....	cwt.	0	5	0
Isinglass.....	cub. ft.	0	3	0
Lampblack.....	lb.	0	0	0½
Lamps.....	cwt.	0	5	0
Lard.....	lb.	0	0	2
Lead—milled, sheet or piping.....	cwt.	0	2	6
Leather.....	cub. ft.	0	4	0
Linen, manufactures of.....	cub. ft.	0	5	0
Linseed or meal.....	lb.	0	0	0½
Liquorice.....	lb.	0	0	2
Maccaroni.....	lb.	0	0	2
Maize.....	100 lbs.	0	0	10
Maizena.....	cub. ft.	0	2	0
Malt.....	bush.	0	1	0
Matches, lucifer.....	cub. ft.	0	1	0
do wax vestas.....	cub. ft.	0	3	0
Matting—coir, or mats made all or in part therefrom, and India or China matting.....	cub. ft.	0	0	6
Meal.....	cwt.	0	0	0½

		£	s.	D.
Millinery.....	.....	0	5	0
Molasses.....	.....	0	3	6
Mops, woollen and cotton.....	.....	0	5	0
Mustard.....	.....	0	0	2
Mutton.....	.....	0	1	6
Nails.....	.....	0	2	6
Nuts.....	.....	0	0	2
Oats.....	.....	0	0	10
Oilcloth.....	.....	0	3	0
Oilmen's stores, not otherwise provided.....	.....	0	3	0
Oils of every description, except fish and medicinal.....	.....	0	1	0
Organs.....	.....	10	0	0
do cabinet.....	.....	2	10	0
Packs, wool.....	.....	0	0	2½
Paints, and red and white lead.....	.....	0	0	0½
Paint, dry.....	.....	0	0	0½
Paper—fancy, writing and printed.....	.....	0	4	0
do —printing and wrapping, uncut, for manufacturing purposes, paper bags, paper hangings, sand and glass paper.....	.....	0	1	6
Peas.....	.....	0	0	10
Peas, split.....	.....	0	0	0½
Pepper.....	.....	0	0	2
Perfumed spirits.....	.....	0	12	0
Perry.....	.....	0	0	4
Pianofortes.....	.....	5	0	0
Pickles, reputed quarts.....	.....	0	3	0
do do pints.....	.....	0	2	0
Pimento.....	.....	0	0	2
Pipes, clay.....	.....	0	0	9
Plaster of Paris.....	.....	0	0	9
Plate, gold, and articles manufactured wholly or in part of gold.....	.....	0	1	0
do silver, and all articles manufactured wholly or in part silver.....	.....	0	1	0
Plated ware.....	.....	0	0	6
Plough traces.....	.....	0	2	6
Pork.....	.....	0	1	6
Preserves.....	.....	0	3	0
Pulse.....	.....	0	0	10
Rape-seed.....	.....	0	0	0½
Rice.....	.....	0	0	0½
Rivets.....	.....	0	5	0
Rope, except galvanized iron wire.....	.....	0	1	6
Rugs, woollen and cotton.....	.....	0	3	0
Saddlery.....	.....	0	4	0
Sacks, corn.....	.....	0	0	0½
Sago.....	.....	0	0	2
Saltpetre.....	.....	0	1	6
Salt.....	.....	0	1	6
Sauces, reputed pints.....	.....	0	3	0
do do half-pints.....	.....	0	2	0
Sewing machines.....	.....	0	5	0
do cabinet.....	.....	0	10	0
Sheep or lambs.....	.....	0	1	6
Sheep shears.....	.....	0	0	6

		£	s.	D.
Sheets, cotton.....	cub. ft.	0	3	0
Shoe thread.....	cub. ft.	0	5	0
Shot.....	lb.	0	0	1
Shovels and Spades.....	cwt.	0	2	6
Silk, manufactures of.....	cub. ft.	0	5	0
Skin, dressed.....	cub. ft.	0	4	0
Snauff.....	lb.	0	5	0
do for sheepwash.....	lb.	0	0	3
Soap.....	lb.	0	0	1
Soda, crystal.....	lb.	0	0	0 $\frac{1}{4}$
Spices.....	lb.	0	0	4
Spirits, cordials, liquors or strong waters.....	gal.	0	12	0
do unfit for human consumption, taken as proof.....	gal.	0	3	0
do of tar.....	gal.	0	0	6
Starch.....	lb.	0	0	1
Stationery.....	cub. ft.	0	4	0
Suet.....	100 lbs.	0	3	0
Sugar.....	cwt.	0	6	0
do loaf and crushed.....	lb.	0	0	1
do candy.....	cub. ft.	0	3	0
Sulphur.....	lb.	0	0	0 $\frac{1}{4}$
Tallow.....	100 lbs.	0	3	0
Tapioca.....	lb.	0	0	2
Tea.....	lb.	0	0	6
Tiles, kiln, flooring.....	cwt.	0	0	9
Timber, under 3 in. thick, load of.....	50 cub. ft.	0	8	0
Tobacco.....	lb.	0	3	0
do for sheepwash.....	lb.	0	0	3
Toys.....	cub. ft.	0	1	0
Tubs.....	doz.	0	3	0
Turpentine.....	gal.	0	1	0
Twine.....	lb.	0	0	1
Umbrellas.....	cub. ft.	0	5	0
Varnish.....	gal.	0	1	0
Vermicelli.....	lb.	0	0	2
Vinegar.....	gal.	0	0	4
Wadding.....	cub. ft.	0	3	0
Walnuts.....	lb.	0	0	2
Watches, gold.....	oz.	0	2	0
do silver.....	oz.	0	1	0
Wheat, 100 lbs., 10d.; flour.....	100 lbs.	0	1	0
Whips and thongs.....	cub. ft.	0	4	0
Whiting.....	cwt.	0	0	9
Wickerware, lined.....	cub. ft.	0	2	0
do not lined.....		0	1	0
Wines, in wood.....	gal.	0	2	0
do in bottles, doz. reputed pts., 3s.; doz. reputed qts...		0	6	0
Wire.....	cwt.	0	5	0
Wool bags.....	each.	0	0	2 $\frac{1}{2}$
Woollen manufactures.....	cub. ft.	0	5	0
do rugs.....	cub. ft.	0	3	0
Zinc sheets or piping.....	cwt.	0	2	6

On goods not otherwise enumerated there is an *ad valorem* duty of £10 for every 100 lbs.

## GOODS ADMITTED FREE.

Guano, bones, bone-dust and manures of every description; trees, plants, shrubs, bulbs and seeds for agricultural and horticultural purposes; hay, oranges, lemons, pineapples, cocoa nuts, grapes, green fruit and vegetables of every description, and linseed oil cake; horses, pigs, poultry, dogs and living animals of every description except cattle and sheep; corks, bark, fire-wood, log-wood and dye-woods; terra japonica, crude arsenic, ehloralum, valonia and sumac; copper or yellow metal, rod bolts or sheeting, and copper and yellow metal nails; felt for sheeting, oakum and junk, pitch, tar and resin; sail canvas, boats and boat oars; whalebone, whalefins and oil from the whale fisheries; whaling implements and gear of every description; ships' blocks, binnacle lamps, signal lamps, compasses, shackles, sheaves, dead eyes, rings and thimbles, dead lights, anchor and chain cables of every description, and galvanized iron wire rope; lime-juice and ice; printed books, music and newspapers, maps, charts, globes, scale-board and uncut card-board, mill-board and paste-board; ink, printing presses, printing types and other printing materials; passengers' baggage, or cabin furniture, arriving in the colony at any time within six months before or after the owner thereof; tablets, memorial windows, harmoniums, organs, bells and clocks specially imported for churches or for chapels; bottles, not being fancy bottles or decanters, and being over one-quarter pint imperial measure; railway plant, rolling-stock, and all material which may be applied to the construction or maintenance of railways or tramways; traction engines and their carriages; mill-stones, and machinery for mills worked by wind, steam, water or horse-power; fire-engines, steam-engines, pumps, and other apparatus for raising water or manufacturing iron from native ores; hides and skins of every description, raw and unmanufactured; timber of all kinds, except as mentioned; veneers of every description; rattans, split or unsplit; carriage shafts, spokes, naves and felices; iron bridges, iron pipes and iron tanks; school-slates and slate-pencils, slates for roofing and slates and stone for flagging; marble, granite, slate or stone in rough block; fire-bricks and fire-clay, lumps; soda ash, caustic soda and silicate of soda; cotton waste, cotton flock, woollen flock, woollen waste, candle cotton, wool, flax, hemp, tow, and jute, unmanufactured; works of art, viz., statues, busts (of marble, bronze, iron, alabaster or plaster of Paris), paintings, drawings, prints, engravings, lithographs, photographs, specimens of sculpture, cabinets of coins, medals, gems, and all collections of antiquity; specimens of natural history, mineralogy or botany; ores of all kinds of metals; gold dust, gold bars, bullion and coin; coir bristles and hair manufactured; broom heads and stocks, partly manufactured for brush-making purposes; jars of glass or of earthenware, specially imported for jam, and earthenware pipes for the conveyance of water; draining pipes and draining tiles; unmanufactured tin and tin plates; unmanufactured steel of all kinds; rod, bar, hoop, sheet, plate and pig iron, and pig lead; share moulds and mould boards; Epsom salts, citric acid, sulphuric acid, muriatic acid, soldering fluid, carbolic acid, chloride of lime, carbolate of lime and crude kreosoté; hair cloth for hop-kilns; all empty casks, cases, boxes and bags, on proof to the collector of customs that they have been used in the export of Tasmanian produce; all goods the produce of Tasmania; all goods imported for the use of Her Majesty's Government, and wines and spirits for the use of Her Majesty's Military officers serving on full pay in the colony, under such regulations as the Governor in Council may from time to time cause to be published in the *Gazette*; unmanufactured fire-clay and pipe-clay.



## TARIFF OF SOUTH AUSTRALIA.

Where a figure only is inserted it indicates the ad. val. rate of duty; thus, 10, 10 per cent ad. val.

	£	s.	D.
Accountrements.....	0	0	5
Agricultural instruments.....	0	5	0
Ale or beer in wood..... gal.	0	0	9
do in bottles, quarts..... doz. btls.	0	0	9
do do pints..... doz. btls.	0	0	9
Animals, living.....			free.
Antimony, in ingot.....			"
Arrowroot, lb., Id.; Asphalte.....	0	5	0
Axles, arms and boxes.....	0	5	0
Bacon, lb., 2d.; bags of paper.....	0	5	0
Bagging and farfar.....			free.
Bark, tanning.....			"
Beef, salt.....	0	5	0
Blankets.....	0	5	0
Blasting powder, bluestone; books, printed and sewn or stitched, not being account books; boot and shoemaking materials (boot elastics, kid skins, patent enamelled leather); bottles, bran.....			free.
Branbags.....	0	5	0
Bristles.....	0	5	0
Brushmaking material and bass.....	0	5	0
Bullion.....			free.
Butter.....	0	5	0
Byzantine.....			free.
Candles..... lb.	0	0	1
Canvas.....			free.
Caraway seeds..... lb.	0	0	2
Casks, empty.....			free.
Castor oil, in bulk..... gal.	0	0	3
Caustic soda.....			free.
Cement, Roman and Portland.....			"
Chaff.....			"
Chain cables.....			"
Cheese..... lb.	0	0	2
Chicory..... lb.	0	0	4
China.....			0 5 0
Chocolate..... lb.	0	0	2
Cider.....			same as beer.
Cigars..... lb.	0	0	5
Clothing, moleskin.....			0 5 0
Coals.....			free.
Cocoa nibs and fibre.....			"
Cocoa, manufactured..... lb.	0	0	2
Cocoanuts.....			0 5 0
Coffee, raw..... lb.	0	0	2
do roast or ground..... lb.	0	0	4
Confectionery..... lb.	0	0	2
Copper and yellow metal sheeting and nails for fastening.....			free.
Cordage, 5s.; unserviceable.....			"
Cordials.....			see spirits.
Corks.....			0 5 0
Corn sacks.....			0 5 0

	£	s.	D.
Cotton, linen and woollen goods in the piece, either plain or mixed, except carpeting.....	0	5	0
Cotton shirting, fancy.....		free.	
Counterpanes.....	0	5	0
Drapery.....	0	5	0
Earthenware not otherwise enumerated.....	0	5	0
Engravings.....	0	5	0
Fish, dried or pickled.....	0	5	0
Flock.....	0	5	0
Felt, fire bricks, flour.....		free.	
Fruits, dried, except cocoanut, raisins, and all not enumerated.....	lb.	0	0 1
Fruits, fresh.....		0	5 0
Furs, unmanufactured.....		0	5 0
Fuse.....		free.	
Gold leaf.....	0	5	0
Glass, plate, sheet and glassware.....	0	5	0
Grain, barley, peas, maize, oats, grain, wheat and beans...		free.	
Grindery, not otherwise enumerated.....	0	5	0
Grindstones.....	0	5	0
Guano and other manures.....		free.	
Gum.....	0	5	0
Gunny bags.....	0	5	0
Gunpowder, sporting.....	0	5	0
Hair-seating.....	0	5	0
Hams.....	lb.	0	0 2
Hatters' materials.....	0	5	0
Hoods, felt.....	0	5	0
Hogskins.....	0	5	0
Hops.....	lb.	0	0 2
Horseshoes, iron.....	0	5	0
Hides, raw.....		free.	
India rubber goods and india rubber.....	0	5	0
Ink, writing.....	0	5	0
do printing.....		free.	
Iron—bar, rod, sheet, plate, hoop and pig.....		free.	
Iron, galvanized, unmanufactured.....	0	5	0
Jams.....	lb.	0	0 2
Lard.....	0	5	0
Lasts.....	0	5	0
Lead, sheet, pipe or pig.....	0	5	0
do red or white.....	0	5	0
Leather, patent enamel.....		free.	
Lithographic goods not otherwise enumerated.....	0	5	0
Maccaroni.....	lb.	0	0 2
Maizena.....	lb.	0	0 1
Malt.....	100 lbs.	0	1 6
Manures, marble, unwrought; meat, fresh; mercury [quick-silver], nails and tacks.....		free.	
Nets, fishing.....	0	5	0
Nutmegs.....	lb.	0	0 2
Oakum.....	0	5	0
Oars.....	0	5	0
Oatmeal.....	lb.	0	0 1
Oils not enumerated, except perfumed and medicinal.....	gal.	0	0 3.
Ores, unsmelted.....		free.	

	£	s.	D.
Ore bags.....	0	5	0
Paintings... ..	0	5	0
Paints, dry and mixed.....	0	5	0
Paper, wrapping and writing.....	0	5	0
do printing, in uncut reams.....		free	
Paperhangings.....	0	5	0
Passengers' luggage.....		free	
Perry.....		same as beer	
Pipes, drain.....	0	5	0
Pitch.....		free	
Plants.....		"	
Plumbers' ware.....	0	5	0
Potatoes..... 100 lbs.	0	0	9
Pork, salt.....	0	5	0
Preserves..... lb.	0	0	2
Putty.....	0	5	0
Rattans and osiers.....	0	5	0
Resin.....		free	
Rice..... 100 lbs.	0	1	6
Saddlers' upholstered ironmongery and minor articles used in making sadlery and harness.....	0	5	0
Sago..... lb.	0	0	1
Screws.....	0	5	0
Salt and saltpetre..... 100 lbs.	0	0	9
Seeds, garden and grass, not otherwise enumerated.....		free	
Sewing machines.....	0	5	0
Sheets.....	0	5	0
Ship chandlery.....	0	5	0
Shot.....	0	5	0
Shoemakers' lasts and pegs.....		free	
Shirting, Scotch twilled.....		"	
Shooks and staves.....	0	5	0
Skins, raw.....	0	5	0
Slates and slate slabs.....	0	5	0
Snuff..... lb.	0	5	0
Soap..... 100 lbs.	0	1	6
Spices, mixed, and other kinds not enumerated.....			
Spirits or strong waters of any kind not exceeding the strength of proof by Sykes' hydrometer, and so on in proportion for any greater strength than the strength of proof..... gal.	0	10	0
For each reputed two-gallon case.....	1	0	0
do do four-gallon case.....	2	0	0
When the said cases respectively do not contain more than the reputed contents, and so on, for each reputed gallon or part of a gallon.....	0	0	3
Spirits, compounds, bitters, &c., or cordials, or strong waters sweetened or mixed with any article so that degree of strength cannot be ascertained by Sykes' hydrometer..... gal.	0	10	0
Spirits, methylated..... gal.	0	0	3
Stationery.....	0	5	0
Specimens of Natural History: steel, stone—unwrought.....		free	
Stoneware.....	0	5	0
Sugar of all kinds and molasses..... 100 lbs.	0	2	9
Syrups..... lb.	0	0	2
Tea..... lb.	0	0	3

		£	s.	D.
Tobacco, manufactured.....	lb.	0	2	0
do unmanufactured .....	lb.	0	0	9
do destroyed for sheepwash.....	lb.	0	0	3
Turpentine.....	gal.	0	0	3
Timber—Square and balks, battens, cedar in logs, deal, jarrah planks, quartering, spars, and sawn, hewn and split timber not otherwise enumerated, per 40 cubic ft.		0	2	6
Towels.....		0	5	0
Tools and handles of wood.....		0	5	0
Tinfoil.....		0	5	0
Twine, except sewing.....		0	5	0
do sewing.....				free
Trees, tallow, tar, tin (block and sheet).....				"
Vermicelli.....	lb.	0	0	2
Vinegar.....	gal.	0	0	9
Varnish.....		0	5	0
Vegetables, fresh or preserved.....		0	5	0
Wood—Posts and rails.....	per 100	0	1	6
do Handspikes and poles.....	per 100	0	1	6
do Palings.....	per 100	0	0	6
do Boards in the rough, except cedar.....		0	5	0
do Boards, planed, tongued and grooved.....		0	5	0
do Shingles.....	per 1000	0	0	6
do Laths.....	per 1000	0	1	0
do Treenails and spokes in the rough.....	per 100	0	0	2
Wine—Containing more than 35 per cent. of proof spirit (in proportion to strength).....	gal.	0	10	0
do Containing not more than 35 per cent. of proof spirit in wood.....	gal.	0	3	0
do Containing not more than 35 per cent., or for six reputed quarts.....		0	3	0
do Containing not more than 35 per cent., or for twelve reputed pints.....		0	3	0
Wool.....				free
Woollen rugs.....		0	5	0
Woolpacks.....		0	5	0
Works of art.....		0	5	0
Whiting.....		0	5	0
Wire.....				free
Zinc, sheet and ingot.....				free

On all goods not otherwise enumerated an ad valorem duty is charged of 10 per cent.

NEW ZEALAND.—CUSTOMS TARIFF.

		£	s.	D.
Ale, porter, beer, cider and perry, in bottles, gal. 1s 3d; in bulk.....	gal.	0	1	0
Almonds, in shell, lb. 1d, shelled.....	lb.	0	0	3
Ammunition—Sporting powder .....	lb.	0	0	6
Apples, dried.....	lb.	0	0	1
Arms, fire .....	each.	0	5	0
Arrowroot in bulk .....	lb.	0	0	0½
Arsenic.....	cwt.	0	4	0
Apparel and ready-made clothing, axles, axle arms, and boxes, arrowroot in bottles, jars or tins.....	ad val.	0	10	0

	£	s.	D.	
Bacon and hams .....	lb.	0	0	1
Beef, salted.....	cwt.	0	2	0
Biscuits, 3s. cwt.; fancy.....	lb.	0	0	2
Bitters .....	gal.	0	12	0
Butter .....	lb.	0	0	1
Bagging, bags, sacks and woolpacks, empty baskets, baking powder, bellows, bicarb of soda, bird-cages, blacking, blacklead, blankets, blind cord and tape, bonnets, boots, boot-laces, leather, shoes, slippers, goloshes, boot and shoe vamps and uppers, brushware not otherwise expressed, brooms, brass manufactures not otherwise expressed, buckets, wood or iron .....	ad. val.	0	10	0
Cards, playing.....	pack.	0	0	6
Cast-iron spouting.....	cwt.	0	1	0
Cement.....	bar.	0	1	0
Cheese .....	lb.	0	0	1
Chicory .....	lb.	0	0	3
Chocolate .....	lb.	0	0	3
Cigars, lb., 5s.; cocoa .....	lb.	0	0	3
Coffee, raw lb., 3d.; roasted.....	lb.	0	0	5
Comfits, lozenges, scotch mixtures, and sugar-candy.....	lb.	0	0	2
Cordials .....	gal.	0	12	0
Candied peel .....	lb.	0	0	3
Candles, tallow, lb., ½d.; other .....	lb.	0	0	1
Capers, caps, cards, printing, carpet bags, carpets of hemp, coir or jute; carraway seeds, carriages, carts, drays, waggons and wheels, catsup, cayenne pepper, chains, (except gold and silver), made of wire or rods of ½ an inch diameter and under; china ware, porcelain and parian ware, chutney, cloth, cloth bags, coffee, essence of; collars and cuffs of paper or other material, combs, confectionery, not otherwise expressed, copper, manufactured, not otherwise expressed, copying presses, cork soles, clocks and watches, clogs and patterns, cotton manufactures, not otherwise expressed, and articles made of cotton mixed with any other material, cream of tartar, curry powder and paste, cutlery.....	ad. val.	0	10	0
Doors, wood.....	each.	0	1	0
Desks, drapery, not otherwise expressed, drawing instruments and paper, dressing casses, drugs, druggists' sundries, and apothecaries' wares, drugget.....	ad. val.	0	10	0
Earthenware, engravings, prints, drawings, paintings and pictures, essence, flavouring.....	ad. val.	0	10	0
Fish, dried, pickled, or salted.....	cwt.	0	0	2
Fruit, dried .....	lb.	0	0	2
Firebells, fish, potted and preserved or paste, floorcloth, forfar sheeting, fruits in syrup, furniture and cabinet ware of wood, furs.....	ad. val.	0	10	0
Glass, crown and sheet.....	100 ft. sup.	0	1	0
Glue.....	cwt.	0	2	0
Grain and pulse, not otherwise expressed .....	100 lbs.	0	0	9
Grain ground, prepared or manufactured .....	100 lbs.	0	1	0
Gas piping (compo) C. gelatine, glass, plate, glass lamp globes and chimneys, groats, prepared; grindery, gutta percha manufactures, not apparel.....	ad. val.	0	10	0
Hams.....	lb.	0	0	1

	£	s.	D.
Hops .....	lb.	0	0 3
Hardware, haberdashery, hair brushes, hair plaits, pads and chignons, hayrakes, handles, wood, hats, harness, hessians, hollow-ware, horseshoes, hosiery, hurdles.....	ad. val.	0	10 0
Houseline.....	cwt.	0	5 0
Iron, bolts, bolt ends and nuts (not ship), fencing wire, staples, standards, strainings posts and apparatus, galvanized sheets, tiles, ridging, guttering, spouting, rivets, washers, screws, nails, and wire netting.....	cwt.	0	1 0
Iron gates and gate posts .....	cwt.	0	4 0
Ink, writing, ironmongery; isinglass, jams, jellies, japanned and lacquered metal ware, jewellery.....	ad. val.	0	10 0
Japanned sheep skins.....	lb.	0	0 1
Leather, sole, lb., $\frac{1}{2}$ d.; other kinds.....	lb.	0	0 1
Leather belting, (not being part of machinery).....	lb.	0	6 1
Linseed meal.....	100 lbs.	0	1 0
Liquors.....	gal.	0	12 0
Lamps, lanterns, lamp wick, lasts and shoemakers' wooden pegs, Letts's diaries, lead piping, and manufacturers, not otherwise mentioned, leather bags, &c., bags cut into shapes, leggings and manufactures, not otherwise expressed, lime juice, sweetened; linen manufactures, not otherwise expressed, and articles of linen mixed with other materials; liquorice, looking-glasses.....	ad. val.	0	10 0
Malt .....	bush.	0	1 6
Marline .....	cwt.	0	5 0
Maccaroni, maizena and corn flour; mantelpieces, matches and wax vestas, mats and matting, marmalade, meats, pot and preserved; millinery, musical instruments, mustard .....	ad. val.	0	10 0
Night-lights, Price's .....	lb.	0	0 1
Nitric acid.....	ad. val.	0	10 0
Nuts, all kinds except cocoanuts .....	lb.	0	0 1
Oil, vegetable, in bulk, (except olive and palm), and oils, mineral, not otherwise expressed.....	gal.	0	0 6
Opium.....	lb.	1	0 0
Nails, oil in bottles or perfumed, olives, oysters (preserved) .....	ad. val.	0	10 0
Paints and colours.....	cwt.	0	2 0
Pearl barley and peas, split.....	cwt.	0	1 0
Pepper and pimento, unground.....	cwt.	0	0 1
Percussion caps.....	1,000	0	1 0
Pitch .....	bar.	0	1 0
Plaster of Paris.....	bar.	0	1 0
Pork, salted.....	cwt.	0	2 0
Paper, writing, not otherwise expressed, wrapping and bags, and hangings; paper boxes (druggists'), papier maché ware, perambulators, perfumery, pickles, picture frames, pipes, plate, gold and silver; plated-ware, port-manteaus.....	ad. val.	0	10 0
Rice.....	lb.	0	0 0 $\frac{1}{2}$
Rope and cordage.....	cwt.	0	5 0
Raspberry vinegar, regalia, rice, ground; rugs, woollen, cotton or opossum.....	ad. val.	0	10 0
Sago, in bulk.....	cwt.	0	2 0
Saltpetre.....	cwt.	0	2 0
Sashes, windows.....	pair	0	1 0

		£	s.	d.
Shot.....	cwt.	0	10	0
Snuff.....	lb.	0	5	0
Soap, common.....	cwt.	0	3	6
Soda crystals.....	cwt.	0	1	0
Solid wort.....	lb.	0	0	6
Spices, not otherwise expressed.....	lb.	0	0	3
Spirits and strong waters, sweetened or not, of any strength not exceeding strength of proof by Sykes' hydrometer, and so for any greater strength than strength of proof	gal.	0	12	0
Spirits of tar.....	gal.	0	6	0
Steel.....	cwt.	0	1	0
Sugar, treacle and molasses.....	lb.	0	0	1
Sugar, boiled.....	lb.	0	0	2
Sulphur.....	cwt.	0	1	0
Words.....	each	0	5	0
Saddlery and materials, saddlery irons, safes, iron, sago, in bottles, jars and tins; sauces, screw-jacks, screen cloth; shirts, white, regatta, crimean, navy serge, twilled and fancy; silks, and all manufactures containing silk; silk, for flour dressing; soap, scented and fancy; soap powder, washing powder, starch and blue; stationery and account books, stereoscopes, syrups.....	ad val.	0	10	0
Tapioca, in bulk.....	cwt.	0	2	0
Tar.....	bar.	0	1	0
Tea.....	lb.	0	0	6
Timber, sawn, 100 feet superficial 2s.; shingles and laths, 2s. 1,000; palings, 2s. 100; posts, 8s. 100; rails.....	100	0	4	0
Tobacco, 2s. 6d. lb. for sheep-wash, unfit for human consumption.....	lb.	0	0	3
Turpentine.....	gal.	0	0	6
Tacks, tapioca (in bottles, jars and tins), tartaric acid, tin-ware, tools, artificers', not otherwise expressed; toys and fancy goods, tracing cloth, trousers (moleskin and cord), twine, tubs, iron, turnery, trunks.....	ad val.	0	10	0
Varnish.....	gal.	0	0	6
Vinegar.....	gal.	0	0	6
Umbrellas and parasols, vermicelli, vegetables (dried or preserved).....	ad val.	0	10	0
Whiting and chalk.....	cwt.	0	1	0
Wine, in wood and bottles, containing less than 25 per cent. of alcohol of specific gravity of .825 at temperature of 60 degrees of Fahrenheit's thermometer, the gallon, or for 6 reputed quart bottles or 12 reputed pint bottles.....	gal.	0	4	0
Wadding, weighing machines, whips, walking sticks, woollen manufactures, not otherwise expressed, and articles made of wool mixed with any other material; woodenware, not otherwise expressed.....	ad val.	0	10	0
Zinc tiles, ridging, guttering, and piping.....	cwt.	0	1	0
Zinc, sheet and manufactured, n.o.e., ad val.....		0	10	0

The following articles are exempt from duty:—Anchors, anvils, argol, bran, bunting, (for ships' flags), chloride of zinc, candle cotton-wick, flags for ships, fishing-nets, gilt mouldings, ivory, black kiln tiles, lime juice unsweetened; machinery, book-binding and perforating, confectionery-making, carving, meat-preserving, road-scraping, street-sweeping; nets for sheep, opera glasses, picture frame moulding,

precious stones, uncut; raddle sheet india-rubber for engine packing, silicate of soda, solder, spectacles, stained glass for church windows, straw plait, watch movements, blacksmiths' bellows, blasting powder, book-binders' cloth, bottles (empty), brass, pigs, bars, or sheet; cabin furniture and effects used and not for sale, card and mill boards, carriage springs, mountings and trimmings, chain cables and shackles over  $\frac{1}{2}$  inch diam., churns, cotton waste, copper and compo. rods, bolts, sheeting and nails, copper, pigs, bars or sheets; corn sieves and riddles, crabwinches, cranes, capstans and windlasses, charts, drainage pipes and tiles felt for sheathing, filters, fire engines and hose, fish oil in bulk, forges, gas pipe and machinery and all materials which may be specially imported for the construction of gas works; hair-seating, hair-curling; hatters' silk plush, hoods, felt; hogskins, iron bridges and all material which may be specially imported for the construction of bridges, wharves, jetties or patent ships, common or block sheet, rod, bolt, bar, hoop and pig, lamp-posts, tanks, plates, rivets, bolts, nuts, screws, and castings for ships, weighbridges for carts; lead, in pig, bars, or sheets; machinery for agricultural purposes, for boring, brick and tile making, planing, punching, sawing, shearing, turning, and quartz crushing, for mills and looms, for steam vessels, for wool and hay pressing; machine saws, maps, metal springs, oil, olive in bulk, palm; organs, harmoniums, bells and furniture specially imported for places of public worship; paper, writing, of sizes not less than "demy," in original wrappers with uncut edges; passengers' luggage, printing machinery, presses, type, and materials; printing ink and paper, printed books, papers and music; ploughs and harrows, pumps and other apparatus for raising water; railway plant and materials which may be specially imported for the construction of railways and tramways; rosin, sail cloth, sewing machines, ships' blocks, ship chandlery, n.o.e., shellac, saddle trees, school books, slates, and apparatus; soda, ash and caustic soda, soda water machines, steam engines and parts, tarpaulins, tin in pig, bars or sheets; upholsterers' webbing, water pipes, n.o.e., and all materials which may be specially imported for the purpose of constructing waterworks and all other articles n.o.e.



STATEMENT showing the Quantity and Value of Articles Exported to Australia from Canada, during the Eighteen Months ending the 31st December, 1877.

Articles.	Twelve Months ending 30th June, 1877.		Six Months ending 31st December, 1877.		Total, Eighteen Months.	
	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.
<b>Produce of the Mine :</b>						
Slate..... tons.	40	\$ 1,051	360	\$ 7,211	400	\$ 8,262
Other Articles..... \$		260				260
<b>Total Produce of Mine.....</b>		1,311		7,211		8,522
<b>Produce of the Fisheries :</b>						
Salmon, canned..... lbs.	162,432	23,400	314,256	41,935	476,688	65,335
do pickled..... brls.	294	2,553	1,765	12,819	2,059	15,372
<b>Total Produce of Fisheries.....</b>		25,953		54,754		80,707
<b>Produce of the Forest :</b>						
Deals..... st. hd.	82	2,251	1,124	42,191	1,206	44,442
Deal Ends..... "	1	6	51	849	52	855
Laths, Palings and Pickets M	1,212	2,633	664	2,938	1,876	5,571
Planks, Boards and Joists. M. ft.	9,704	103,567	8,221	87,773	17,925	190,340
Masts and Spars..... pieces	1,073	4,487			1,073	4,487
Other Woods..... \$		200				200
<b>Total Produce of Forest.....</b>		112,144		133,751		245,895
<b>Agricultural Products :</b>						
Pork..... lbs.			600	54	600	54
Peas..... bush.	230	225			230	225
<b>Total Agricultural Products</b>		225		54		279
<b>Manufactures :</b>						
Agricultural Implements.. \$				5,359		5,359
Carriages..... No.	10	1,700	124	15,771	134	17,471
Clothing..... \$		748				748
Cordage, Ropes and Twine		56				56
Drugs..... "		300				300
Iron Castings..... "				1,402		1,402
Hardware, Other..... "		5,995		2,551		8,546
Leather, Sole and Upper... "		108				108
do Boots and Shoes.. pairs.	87	152			87	152
do Harness and Saddlery \$		62				62
do Other Manufactures of..... "				3,705		3,705
Ale, Beer and Cider..... galls.	316	140			316	140
Machinery..... \$		8,383		496		8,879
Musical Instruments..... "		1,003		3,857		4,860
Sewing Machines..... No.	36	866	622	6,155	658	7,021
Ships..... tons.	799	21,573			799	21,573
Sugar..... lbs.	594	36	266	16	860	52
Tobacco, Manufactured... \$	4,177	528	4,300	860	8,477	1,388
do do..... "		2,725		802		3,527
Wood..... "		490		537		1,027
Other Articles..... "						
<b>Total Manufactures.....</b>		44,865		41,511		86,376
<b>Miscellaneous Articles..... \$</b>		1,112				1,112
<b>Grand Total.....</b>		185,610		183,281		422,891

CUSTOMS DEPARTMENT,  
OTTAWA, 26th February, 1878.

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## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For Return showing the sums expended on Public Works chargeable to Income, during the fiscal years 1874-5, 1875-6, 1876-7, for which votes had been obtained in the Estimates of 1873-4; and also on Works chargeable to Capital.

By command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 8th March, 1878.

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OTTAWA, 8th March, 1878.

SIR,—I have the honour to enclose herewith :—

1. Return to an Order of the House of Commons, for a statement "showing the total amount of money expended for Public Works chargeable to Capital since the 1st January, 1874; also the amount of money expended and chargeable to Capital, on Public Works under progress on the 1st January, 1874."
2. Return to an Order of the House of Commons, for a statement showing "the sums expended on Public Works chargeable to Income during the fiscal years 1874-5, 1875-6, 1876-7, for which votes had been obtained."

JOHN LANGTON,  
*Auditor-General.*

The Honorable  
The Secretary of State.

RETURN to an Order of the House of Commons, for a statement showing the total amount of money expended for Public Works chargeable to Capital since the 1st January, 1874; also the amount of money expended, and chargeable to Capital, on Public Works under progress on the 1st January, 1874.

UNDER PROGRESS, 1st JANUARY, 1874.

Public Work.	Expenditure, 1st January to 30th June, 1874.	Expenditure, 1874-5.	Expenditure, 1875-6.	Expenditure, 1876-7.	Expenditure, 1st July, 1877, to 28th February, 1878.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
St. Lawrence Canals.....	73,449 73	219,811 88	377,984 86	1,535,964 41	1,113,279 05
Welland Canal.....	446,698 22	1,047,119 91	1,569,478 19	2,199,962 61	1,685,590 70
Ottawa Works.....	144,071 21	445,462 61	430,145 41	332,037 10	52,153 47
Baie Verte Canal.....	404 20	443 00	110 75	22 30	.....
Public Buildings, Ottawa...	64,566 97	189,484 11	267,839 73	258,833 09	132,458 15
Railways, N.S. and N.B....	84,782 02	780,638 63	109,330 13	314,295 03	66,230 53
Intercolonial Railway.....	1,159,724 77	2,645,460 92	998,991 46	1,604,057 16	118,325 03
Pacific Railway.....	190,224 88	1,546,241 67	3,346,567 06	1,691,149 97	1,515,165 27
P. E. Island Railway.....	.....	46,086 63	42,546 10	200,000 00	.....
	\$2,163,922 00	6,920,749 36	7,142,993 69	7,536,321 67	4,683,202 18

UNDERTAKEN SUBSEQUENTLY.

	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Chamby Canal.....	2,415 00	.....	80 00	.....
St. Peter's Canal.....	20 97	11,125 00	63,330 18	11,644 94
	\$2,435 97	11,125 00	63,410 18	11,644 94

Total amount expended since 1st January, 1874, on works under progress on that date..\$28,447,188 90  
do do do commenced subsequently..... 83,616 09  
do do for Public Works chargeable to Capital. \$28,535,804 99

JOHN LANGTON,  
Auditor-General.

FINANCE DEPARTMENT,  
OTTAWA, 5th March, 1878.

RETURN to an Order of the House of Commons for a Statement showing the sums expended on Public Works Chargeable to Income, during the Fiscal Years 1874-5, 1875-6 and 1876-7, for which Votes had been obtained in the Estimates of 1873-4.

Public Work.	Supply Bill, 36 Vic., cap. 26.	Expended, 1874-5.	Expended, 1875-6.	Expended, 1876-7.	Total.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<b>IMPROVEMENT OF RIVERS.</b>					
St. John, N.B.	8,060 00	10,478 28	3,332 80	55 00	13,866 08
Red River, Manitoba	5,000 00	200 00			200 00
St. Lawrence, chains and anchors	10,000 00	25,000 00	12,008 32	12,000 00	49,008 32
Fraser River, B.C.	4,000 00	5,739 08	1,621 63		7,360 71
Richelieu River	4,000 00	21,119 96	3,988 21	4,125 87	29,234 04
Red River Route	198,000 00	176,659 61	83,298 72	27,118 54	292,076 87
<b>PUBLIC BUILDINGS.</b>					
London Immigration Station	2,000 00	1,989 34			1,989 34
Hamilton Post Office	3,000 00	6,173 60	1,764 35		7,935 95
Toronto Customs House		65,357 64	31,694 06	41,939 18	138,990 88
do Savings Bank	108,000 00	14,009 60	3,879 64		17,889 24
do Inland Revenue Office		40,579 42	149,562 41	33,196 87	223,338 70
do Examining Warehouse		5,933 21			5,933 21
do Post Office		5,339 10			5,339 10
Quebec do	60,000 00	69,377 60	72,704 59	18,136 34	160,218 53
Ottawa Post Office, &c.	85,000 00	1,661 85	10,695 90	3,671 68	16,029 43
Grosé Isle Quarantine Station	19,000 00	7,981 73			7,981 73
Three Rivers Custom House	10,000 00	129,490 57	71,783 14	11,186 95	212,460 66
Montreal Post Office	185,000 00	78,495 30	27,243 37	4,146 31	109,884 98
St. John, N.B., Post Office	55,000 00	3,330 33	14,096 00	7,364 47	24,780 80
Pictou Custom House	10,000 00	27,563 59	40,092 49	5,057 98	72,654 06
Manitoba do	35,000 00	23,000 00	60,597 20	39,791 04	136,140 52
do Penitentiary	25,000 00	35,752 28	92,846 63	47,218 11	166,963 58
British Columbia Public Buildings	75,000 00	26,898 85			
<b>HARBOURS AND PIERS.</b>					
Collingwood	35,000 00	267 51			267 51
Meaford	15,000 00	8,502 88			8,502 88
Inverhuron	6,000 00	5,093 60			5,093 60
Kincardine	10,000 00	3,674 61	4,668 12	10,514 56	18,857 29
Port Albert	6,000 00	6,000 00			6,000 00
Goderich	20,000 00	39,510 97	127,200 44	86,175 10	252,886 51
Port Stanley	7,000 00	31 64	4,732 05	3,394 31	8,158 00
Cobourg	25,000 00	15,861 68	23,403 08	8,060 41	47,325 17
Presque Ile	9,000 00	10,292 92			10,292 92
Kingston	6,000 00	4,407 56	6,267 14		10,674 70
Toronto	5,000 00	1,019 05	2,824 97	17,075 03	20,919 05
Owen Sound		3,740 89	5,500 00		9,240 89
Chanfield		1,917 98	18,398 13	21,200 00	41,516 11
Chantry Island	200,000 00	61,261 64	41,624 98	36,095 12	138,981 74
Rondeau		30,965 08			30,965 08
Shannonville		2,992 94			2,992 94
Saguenay	6,000 00	2,065 35	4,000 00		6,065 35
Bas St. Paul	6,000 00	7,085 13	8,000 00		15,085 13
Bathurst, N.B.	2,000 00	3,876 43			3,876 43
Richibucto	28,000 00	15,936 50	10,853 42	1,621 41	28,411 36
Dipper	10,000 00	11,960 72	279 00		12,239 72
St. John	5,000 00	12,033 70	64,335 66	65,000 00	141,369 36
Petitcodiac	7,000 00	1,194 00			1,194 00
Hillboro'	1,500 00	1,500 00			1,500 00
Macraie's Cove	7,000 00	5,004 00			5,004 00

RETURN to an Order of the House of Commons for a Statement showing the sums expended on Public Works Chargeable to Income, &c.—*Concluded.*

Public Work.	Supply Bill, 36 Vic., cap. 26.	Expended, 1874-5.	Expended, 1875-6.	Expended, 1876-7.	Total.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<b>HARBOURS AND PIERS.—<i>Concluded.</i></b>					
Tracadie.....	6,000 00	6,690 67	.....	873 70	7,564 37
Liverpool.....	33,000 00	17,897 80	8,933 96	.....	26,831 76
Mabou.....	30,000 00	2,092 25	10,084 66	.....	12,176 91
Yarmouth.....	6,500 00	1,000 00	.....	.....	1,000 00
Oak Point.....	1,000 00	5,042 70	15,000 00	.....	20,042 70
Ingonish.....	50,000 00	35,891 10	17,926 00	24,851 60	78,668 70
Ports George and William.....	3,500 00	5,000 00	.....	.....	5 000 00
Cow Bay.....	10,000 00	25,000 00	46,458 95	8,656 13	80,115 08
Salmon River and Plympton Harbour.....	5,000 00	1,200 00	.....	.....	1,200 00
Big Pond.....	2,000 00	500 00	.....	.....	500 00
Maitland.....	1,000 00	1,061 69	.....	.....	1,061 69
Total.....	\$ 1,471,500 00	1,116,643 93	1,106,688 01	538,525 74	2,761,857 68

JOHN LANGTON,  
*Auditor-General.*

FINANCE DEPARTMENT,  
OTTAWA, 7th March, 1878.

## COPY

OF Ordinances made by His Honour the Lieutenant-Governor and Council of the North-West Territories, on the 22nd March, 1877, submitted for the information of the Honourable the House of Commons, as directed by Section 7, sub-Section 3, of "The North-West Territories Act, 1877."

DAVID MILLS,

*Minister of the Interior.*

DEPARTMENT OF THE INTERIOR,  
OTTAWA, 11th March, 1878.

(No. 1 of 1877.)

### AN ORDINANCE RESPECTING THE ORDINANCES OF THE NORTH-WEST TERRITORIES.

[Passed 22nd March, 1877.]

Be it enacted by the Lieutenant Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

The following words inserted in the preamble of Ordinances shall indicate the authority by virtue of which they are passed: "Be it" (and when preceded by other words, "Be it therefore) enacted by the Lieutenant Governor of the North-West Territories by and with the advice and consent of the Council thereof, as follows:—"

2. The Clerk of the Council of the North-West Territories shall endorse on every Ordinance immediately after the title thereof, the day, month and year when the same was passed by the Lieutenant Governor and Council, and such endorsement shall be taken as part of the ordinance, and the date of such passing shall be the date of the commencement of the ordinance of no later commencement be therein provided.

3. In case any Ordinance be disallowed by the Governor General, the Clerk aforesaid, for convenience of reference, shall insert at the foot of the original thereof, in his custody, the day, month and year when such disallowance took effect.

4. In construing this or any other Ordinance of the Lieutenant Governor and Council of the North-West Territories, unless it be otherwise provided, or there be something in the context, or other provisions thereof, indicating a different meaning, or calling for a different construction:—

(1.) The law is to be considered as always speaking, and whenever any matter or thing is expressed in the present tense, the same is to be applied to the circumstances as they arise, so that effect may be given to each ordinance and every part thereof, according to its spirit, true intent and meaning;

(2.) The word "shall" is to be construed as imperative, and the word "may" as permissive;

(3.) Whenever the word "herein" is used in any section of an Ordinance it is to be understood to relate to the whole Ordinance and not to that section only.

4. Subject to the limitations in the next preceding section of this Ordinance, in every Ordinance to which this ordinance applies.

(1.) The words "Her Majesty," "The Queen" or "the Crown" shall mean the Reigning Sovereign of the United Kingdom of Great Britain and Ireland;

(2.) The words "Lieutenant Governor" shall mean the Lieutenant Governor for the time being, of the North-West Territories, or other, the Chief Officer or Administrator for the time being, carrying on the Government of the North-West Territories, by whatever title he is designated;

(3.) The words "Lieutenant-Governor in Council," shall mean the Lieutenant-Governor or person administering the Government of the North-West Territories for the time being, acting by and with the advice of the Council thereof;

(4.) The name commonly applied to any country, province, territory, place, body, corporation, society, officer, functionary, person, party, or thing shall mean such country, province, territory, place, body, corporation, society, officer, functionary, person, party or thing although such name be not the formal and extended designation thereof;

(5.) Words importing the singular number or the masculine gender only, shall include more persons, parties or things of the same kind than one, and females as well as males and the converse;

(6.) The word "person" shall include any body corporate or politic, or party and the heirs, executors, administrators, or other legal representatives of such person to whom the context can apply according to law;

(7.) The words "writing," "written," or any term of like import shall include words printed, painted, engraved, lithographed, or otherwise traced or copied,

(8.) The word "now" or "next," shall be construed as having reference to the time the ordinance was passed;

(9.) The word "month," shall mean a calendar month;

(10.) The words "holiday" or "legal holiday," shall include Sundays, New Year's Day, Ash Wednesday, Good Friday, Corpus Christi, the first day of July, or Dominion Day and Christmas Day, the day appointed for the celebration of the birthday of the Reigning Sovereign, and any day appointed by proclamation for a General Fast or Thanksgiving;

(11.) The word "Oath" shall be construed as meaning a solemn affirmation, whenever the context applies to any person and case by whom, and in which a solemn affirmation or declaration may be made instead of an oath, and in like cases the word "sworn," shall include the words "affirmed" or "declared;"

(12.) Any duty, penalty, or sum of money, or the proceeds of any forfeiture which is by an ordinance created, shall, if no other provision be made respecting it, be paid to the Lieutenant Governor or to such other person as the Lieutenant-Governor in Council may from time to time direct, to form part of the revenue of the Territories, and be accounted for and dealt with accordingly;

(13.) The word "Magistrate" shall mean a Justice of the Peace, and the words "two Justices" shall mean two or more Justices of the Peace assembled or acting together, having jurisdiction as such in the Territories, and whenever power is given to any person, officer or functionary to do or to enforce the doing of any act or thing, all such powers shall be understood to be also given as are necessary to enable such person, officer or functionary to do or enforce the doing of such act or thing.

(14.) Words authorizing the appointment of any public officer, functionary or any deputy shall include the power of removing him, re-appointing him, or appointing another in his stead, in the discretion of the authority in whom the power of appointment is vested;

(15.) Words directing or empowering a public officer or functionary to do any act or thing, or otherwise applying to him by his name of office, shall include his successor to such office, and his or their lawful deputy;

(16.) All officers now appointed or hereafter to be appointed by the Lieutenant Governor, or the Lieutenant Governor in Council, shall remain in office during pleasure only;

(17.) Where in any Ordinance forms are prescribed, slight deviations therefrom not affecting the substance, or calculated to mislead, shall not vitiate them;

(18.) When power to make by-laws, regulations, rules or order is conferred, it shall include the power to alter or revoke the same and make others;

(19.) Every Ordinance shall be so construed as to reserve to the Lieutenant Governor and Council the power at any time of repealing or amending it, and of revoking, restricting or modifying any power, privilege or advantage thereby vested in or granted to any person or party, wherever such repeal, amendment, revocation, restriction or modification is deemed by the Lieutenant Governor and Council to be required for the public good;

(20.) When any act or thing is required to be done by more than two persons, a majority of them may do it;

(21.) The repeal of an Ordinance at any time shall not affect any act done, or any right or right of action existing, accruing, accrued or established, or any proceedings commenced before the time such repeal shall take effect; but the proceedings in such case shall be conformable to the repealing Ordinance;

(22.) No offence committed, penalty or forfeiture incurred, or proceeding pending under any Ordinance at any time repealed, shall be affected by such repeal, except that such proceedings shall be conformable, when necessary, to the repealing Ordinance, and where any penalty, forfeiture or punishment shall have been mitigated by any of the provisions of the repealing Ordinances, such proceedings shall be extended and applied to any judgment to be pronounced after such repeal;

(23.) All securities given by parties appointed under any Ordinance at any time passed and repealed, shall not be affected thereby, but remain in full force, and all offices, establishments, books, papers, and other things made or used under any repealed ordinance, shall continue as before the repeal;

(24.) Where, by any ordinance, a fine, penalty or forfeiture be imposed for any offence against the said Ordinance, and it be expressed therein, that prosecutions for any such offence may be had in a summary way (or words to that effect) such expression shall (subject to any special powers in the said ordinance) mean that the prosecutions referred to may be had, and the proceedings thereon taken and conducted under and by virtue of the Act of Parliament of Canada made and passed in the thirty-second and thirty-third years of Her Majesty's reign, intituled: "An Act respecting duties of Justices of the Peace out of sessions in relation to Summary Convictions and Orders," in so far as the same has been or may hereafter be brought into force in, and made applicable to the North-West Territories.

5. All Ordinances passed by the Lieutenant-Governor in Council and the North West Territories, shall be, and continue to remain, of record in the custody of the Clerk of the said Council.

6. The Clerk of the Council shall affix the seal of the Territories to certified copies of all Ordinances intended for the Governor General and for the Registrar of the Territories, or required to be produced before Courts of Justice, and in any other case in which the Lieutenant Governor may direct; and such copies so certified shall be held to be duplicate originals, and also to be evidence, as if printed by lawful authority of such Ordinances and of their contents.

7. The Clerk of the Council shall furnish a certified copy of every Ordinance passed by the Lieutenant Governor and Council to the Registrar of the Territories to be by the said Registrar placed and kept of record in his office, and the said clerk shall also furnish a certified copy of any Ordinance so passed to any person applying for the same, upon receiving from such person such fee not exceeding ten cents for every hundred words, as the Lieutenant Governor may from time to time direct.

8. The Clerk of the Council shall insert, at the foot of every such copy so required to be certified, a written certificate, duly signed and authenticated by him, to the effect that it is a true copy of the Ordinance passed by the Lieutenant Governor and Council of the North-West Territories on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. (and in case of any Ordinance disallowed by His Excellency after it came



into force,) but disallowed by the Governor General, which disallowance took effect on the \_\_\_\_\_ day of \_\_\_\_\_ A. D.

9. This Ordinance may be cited as the "Interpretation Ordinance."

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March A. D., 1877, which I certify.

(Signed)

A. E. FORGET,  
Clerk of Council, N. W. T.

No. 2 of 1877.

AN ORDINANCE RESPECTING THE REGISTRATION OF DEEDS AND  
OTHER INSTRUMENTS AFFECTING LANDS IN THE NORTH  
WEST TERRITORIES.

[Passed 22nd March, 1877.]

Be it enacted by the Lieutenant Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. In the construction of this Ordinance, the word "instrument" shall include every deed, conveyance, mortgage, assignment of mortgage, certificate of discharge of mortgage, assurance, bond, lease, release, discharge, letters of attorney, will, probate of will, grant of administration with the will annexed, or exemplification thereof, decree of foreclosure, and every other certificate or decree of any Court on its equity side affecting any interest in or title to land, also every Sheriff's deed of land sold by virtue of his office, and every contract in writing, and every other instrument whereby lands or real estate in the North-West Territories may be transferred, disposed of, charged, incumbered, or affected, the word "land" shall include lands, tenements, hereditaments, appurtenances and real estate; the word "will" shall include probate of will and exemplification, or notarial copies of probate of will and letters of administration with the will annexed, and any devise whereby lands are disposed of or affected.

REGISTRAR.

2. The Registrar, before he enters upon the duties of his office, shall before the Lieutenant Governor or before a Stipendiary Magistrate for the North-West Territories, take the Oath given in the Form marked "A" in the Appendix to this ordinance, and such oath shall be registered in the registry of his office, and the original forthwith transmitted to the Lieutenant-Governor.

3. The Registrar shall be liable to any aggrieved person or persons to indemnify him or them against any loss or damage sustained by him or them, by or through the neglect or misconduct of the Registrar or his Deputy in the performance of the duties of his office.

4. In case the Registrar is removed from, or shall resign his office, he shall forthwith deliver up all books, plans, instruments, and indices in his possession as such Registrar, to the person who is appointed Registrar in his stead, or to any other person who may be specially appointed in writing by the Lieutenant-Governor to receive the same; and if such Registrar refuses to do so, the Lieutenant-Governor may direct the Sheriff or some other Peace Officer of the North-West Territories, to seize and take immediate possession of the same wheresoever found, and the Registrar so offending shall be liable, on conviction before a Judge or Stipendiary Magistrate, to a fine not exceeding one hundred dollars, or to a term of imprisonment not exceeding six months.

5. The Registrar may appoint a Deputy in his office, who may perform all the duties required under this ordinance, in the same manner and to the like effect as if done by the Registrar; such appointment to be in writing, under the hand of the Registrar, and in case of the death, resignation, removal or forfeiture of office of

the Registrar, the Deputy Registrar shall do and perform all and every act, matter and thing necessary for the due execution of the said office until a new appointment of Registrar is made.

6. Every Deputy-Registrar, before he enters on the execution of his office, shall, before the Lieutenant Governor or a Stipendiary Magistrate for the North-West Territories, take an oath to the like effect appointed to be taken by the Registrar, such oath to be registered and transmitted to the Lieutenant Governor.

7. No Registrar or Deputy-Registrar or Clerk in his office shall, directly or indirectly, act as the agent of any corporation, society, company, person or persons investing money and taking securities on real estate within the North-West Territories, nor shall such Registrar or Deputy Registrar or Clerk in the office, advise for fee or reward, or otherwise, upon titles of land, or practice as a conveyancer within the North-West Territories, nor shall he carry on or transact within the registry office, any other business or occupation whatever.

8. The Registrar shall have a seal of office, to be approved by the Lieutenant Governor, and on request of any person or persons, body, corporate or otherwise, shall furnish an exemplification or certified copy under his hand and seal of office, of any instrument deposited, registered or fyled and kept in his office as such Registrar, which exemplification or certified copy shall be received as *prima facie* evidence in any court or sittings thereof, in the North-West Territories, in the same manner and with the same effect as if the original thereof, in his office, was produced; and the Registrar or Deputy-Registrar, shall not take any instrument, paper, or book in his custody, as a public functionary, out of the office for any purpose whatever, unless ordered by a Judge or Stipendiary Magistrate for the North-West Territories, to produce the same in court on the trial of some cause.

9. The Registrar, on receiving from the Surveyor-General copies of plans and maps of original survey, shall place the same on file in his office.

10. The Registrar shall not be compelled to register any instrument, make searches, or abstracts, or do any other official act, unless the fees authorized by this Ordinance are first paid to him.

11. The Registrar shall keep a separate book in which he shall enter, from day to day, all fees and emoluments received by him by virtue of his office, showing separately the sums received for registering each instrument, and for searches, and for extracts or copies.

12. The Registrar or his Deputy shall, for the discharge of all duties belonging to the said office, attend at his office from the hour of ten in the forenoon until three in the afternoon, every day in the year, excepting legal holidays, and no instrument shall be received by him for registration on any such holidays, nor shall any instrument be received for registration by him except within the hours above named.

13. The Registrar shall, when required, make searches, and furnish copies and abstracts of or concerning all instruments registered mentioning any lot of land as described in the patent thereof from the Crown, or any lot described by number or letter on any registered map or plan, subsequent to the registration of such map or plan, or any part of a lot, when the same is clearly described and can be identified in connection with the chain of title, or has been ascertained by actual survey, and of and concerning all wills, deeds, orders or other instruments recorded, as may be requested of him in writing, if a writing be demanded by the Registrar, and he shall exhibit the original registered instruments, and also the books of the office relating thereto, when the party desires to make a personal inspection thereof, and shall give certificates of all copies and extracts under his hand of and concerning the parties to any of such documents, or of the witness to the same, or any other particulars which may be required.

#### BOOKS OF OFFICE.

14. The Registrar shall keep a proper registry book, in which shall be recorded all instruments, other than those referred to in section *sixteen* of this ordinance, and in which book shall also be kept an alphabetical index of names, exhibiting in columns

the number of each instrument, the name of the different granters and the names of the grantees according to the form B in the appendix to this ordinance, the size and description of which book shall be subject to the approval of the Lieutenant Governor.

15. The Registrar shall, in a proper book kept for the purpose, and called the "Abstract Index," enter under a separate and distinct head each separate lot, or part of a lot of land as originally patented by the Crown, or as defined on any plan of the sub-division of any such land into smaller sections or lots after such plan shall have been fyled in the registry office, mentioning any such parcel or lot of land or other sub-division, and the names of all persons to each instrument, and the nature of it (such as a "Will," "Grant," "Lease," "Power of Attorney,") the numbers of registration of all such instruments, and the day, month and year of their registry, and the consideration, or mortgage money mentioned therein, shall, by the Registrar, in addition to all other entries required, be entered in regular order and rotation under the proper heading of each such separate parcel or lot of land mentioned in such instrument, and the book or books to be so kept by the Registrar for the purpose of making the said entries, shall be in the form or nearly so of form C in the appendix hereto, and the number of books to be so kept by the Registrar, as well as their size and description, shall be subject to the approval of the Lieutenant Governor.

16. The Registrar shall also keep a general registry book, in which shall be recorded all wills and instruments in which there is general devise, conveyance, or power affecting lands without local description and in which book an alphabetical index of the names of all the parties mentioned by name in such instruments, shall also be kept.

#### HOW REGISTERED:

17. Grants from the Crown shall be registered by the production thereof to the Registrar, with a true copy thereof, such copy to be fyled with the Registrar, and all other instruments, excepting Wills, shall be registered by the deposit of the original instrument, or by the deposit of a duplicate or other original part thereof with all the necessary affidavits.

18. Every Will shall be registered at full length by the production of the original Will and the deposit of a copy thereof, with an affidavit sworn to by one of the witnesses to the Will, proving the due execution thereof by the testator, or by the production of probate or letters of administration with the Will annexed, or an exemplification thereof under the Seal of any Court in the North-West Territories or in Great Britain and Ireland or in any British Province, Colony, or Possession, having jurisdiction therein, and by the deposit of a copy of such probate, letters of administration or exemplification thereof.

19. In the case of an instrument other than a Will, a subscribing witness to such instrument shall in an affidavit setting forth his name, place of residence and addition or calling in full, swear to the following facts:—

- (1.) To the execution of the original and duplicate, if any there be;
- (2.) To the place of execution;
- (3.) That he knew the parties to such instrument, if such be the fact; or, that he knew such one or more of them according to the fact;
- (4.) That he is a subscribing witness thereto.

20. The said affidavit shall be in accordance with form D in the appendix hereto, or to the like effect, and shall be made on the said instrument or securely attached thereto, and such instrument and affidavit shall be copied at full length in the registry book.

21. When any instrument is executed by one or more grantors, but not by all of them, in presence of the same witness or witnesses, and by one or more of the other parties thereto in presence of another witness or other witnesses, then and in such case the witness or one of the witnesses whether the same be so executed in the same or in different places, shall make an affidavit in accordance with the nineteenth Section, as to each separate and distinct execution of the instrument before the same shall be registered.

22. Every affidavit made under the authority of this Ordinance shall be made before any of the following persons :—

- (1). If made in the North-West Territories, it shall be made before—  
The Registrar or Deputy-Registrar of the North-West Territories ;  
Or, before a Stipendiary Magistrate of the North-West Territories ;  
Or, before a Justice of the Peace for the North-West Territories.
- (2). If made in any other part of the Dominion of Canada, it shall be made before—  
A Judge or Prothonotary of any Court of Record ;  
Or, before a Commissioner for taking affidavits in any such court ;  
Or, before any Notary Public, certified under his official seal.
- (3). If made in Great Britain or Ireland, or in any British Colony or Possession other than Canada, it shall be made before—  
A Judge of any court of record within his jurisdiction ;  
Or, before the Mayor or Chief Magistrate of any city, borough or town corporate therein, and certified under the common seal of such city, borough or town corporate.  
Or, before any Notary Public, certified under his Official Seal.
- (4.) If made in any foreign country it shall be made before—  
The Mayor of any city, borough or town corporate, and certified under the Common Seal of such city, borough or town corporate.  
Or, before any Consul or Vice-Consul of Her Majesty resident therein ;  
Or, before a Judge of a court of record or a Notary Public, certified under his Official Seal.

23. Every notarial copy of any instrument executed in the Province of Quebec, the original of which is filed in any notarial office according to the laws of Quebec, and which cannot therefore be produced in the North-West Territories, and every prothonotarial copy of any instrument executed in said Province, shall be received in lieu of and as *prima facie* evidence of the original instrument, and may be registered and treated under this ordinance for all purposes as if it were in fact the original instrument, and such notarial and prothonotarial copy shall be registered without any other proof of the execution of the same or of the original thereof, with the seal of the notary or prothonotary attached.

24. Every subscribing witness shall be compelled, when necessary, by order of a Judge or Stipendiary Magistrate, to make affidavit or proof of the execution of any instrument for the purpose of registration under this ordinance, and to do all other acts necessary for the same purpose, upon being paid or duly tendered his reasonable expenses therefor.

25. The proof may be either by affidavit or by affirmation or declaration, when by the law of the country where such proof is made, an affirmation or declaration may be substituted for an affidavit, and the Registrar shall receive such instruments so proved without any other or further proof of their due execution.

26. None of the persons authorized to take affidavits by this Ordinance, shall take any affidavit of the execution of any instrument in case he is a party to such instrument, nor shall any such affidavit of the proof of any instrument executed hereafter, be taken from any witness unless such witness has subscribed his name in his own handwriting as such witness.

27. When the witnesses to any instrument are dead or are out of the North-West Territories, any person who is or claims to be interested in the registration of the instrument, may make proof before any Judge or Stipendiary Magistrate for the North-West Territories of the execution of such instrument and upon a certificate endorsed on such instrument and signed by such Judge or Stipendiary Magistrate that he is satisfied by the proof adduced of the due execution of the instrument, the Registrar shall register such instrument and certificate, (such certificate to be in the form E in the appendix hereto.)

28. The Seal of any Court of Record or of any corporation affixed to any instrument in writing shall, of itself, with the signature of the Secretary or presiding officer thereof, be sufficient evidence of the due execution of the same by such

corporation, or by the Judge, Registrar, Clerk or officer of the court signing the same, for all purposes respecting the registration thereof, and no further evidence or verification of such execution shall be required for the purpose of registry.

29. When a power of attorney or any substitution thereof is registered, the Registrar shall deliver a certified copy or copies of such power or substitution as may be required of him, and of all the documents aforesaid connected with, or relating to, the same, under his signature and seal of office, in which certificate he shall declare the time, place and other particulars of registration as in other cases under this ordinance, and he shall also declare that the copy which he so delivers, is a true copy of the power or substitution, and of all the other documents connected with, or relating to, the same, of which they respectively purport to be copies, and that the originals have been duly deposited in his office according to law.

#### MANNER OF REGISTRATION.

30. All documents that may be registered under this Ordinance shall be registered at full length, including every certificate and affidavit accompanying the same, upon and by the delivery to the Registrar of the original instrument, when but one is executed, or when such instrument is in two or more original parts, upon and by the delivery of one of such parts.

31. In case one of two or more original parts is registered, the Registrar shall endorse upon each of such original parts a certificate of such registration in the form marked F in the appendix to this ordinance, and such original so certified shall be received as *prima facie* evidence of the registration and of the due execution of the same.

32. The Registrar or Deputy-Registrar shall, upon production to him of the original instrument, duplicate or other original part thereof, together with an affidavit of execution, enter the said instrument in the registry book in the order in which it is received, and he shall file the same with such affidavit of execution, and he shall endorse a certificate on every such instrument in the form F in the appendix to the Ordinance, and shall therein mention the certain year, month, day, hour and minute, in which such instrument is entered and registered, expressing also in what book the same has been entered, and the number of registration, and the said Registrar or his Deputy shall sign the said certificate when so endorsed, which certificate shall be taken and allowed as evidence of such respective registries in all Courts of Law in the North-West Territories.

33. Every page of the registry book, and every instrument entered therein shall be numbered, and the certain year, month, day, hour and minute of registration shall be entered in the margin of the registry books, in the form G in the said appendix; and such entry shall be signed by the Registrar or his Deputy and shall also be endorsed upon every duplicate of such instrument with the number at the head.

34. All deeds of land sold under process issued from any court of law in the North-West Territories, shall be registered within six months after the sale of such lands, otherwise the parties respectively claiming under any of such sales, shall not be deemed to have preserved their priority as against a purchaser in good faith, who may have registered his deed prior to the registration of such deed from the Sheriff or other officer.

35. When any registered mortgage shall have been satisfied, the Registrar on receiving a certificate executed by the mortgagee, or if the mortgage has been assigned and such assignment registered then executed by such assignee, or by such other person as may be entitled by law to receive the money and to discharge such mortgage in the form H in the appendix hereto, or to the like effect, executed in the presence of one witness, and duly proven by the oath of the subscribing witness thereto, in the same manner as herein provided for the proof of other instruments affecting lands, shall register the same, and every affidavit attached thereto or endorsed thereon, at full length in its proper order, in the registry book, and numbering it in like manner as other instruments are required to be registered and numbered, and also by writing in the margin of the register wherein the said

mortgage has been registered, words to the following effect: "see certificate purporting to be discharge assigned by (naming the person who has executed the same)" and "see registry number of such certificate Book (stating the same according to the fact)," and to which marginal entry the Registrar or his Deputy shall affix his name, and the same shall be deemed a discharge of such mortgage, and such certificate so registered shall be as valid and effectual in law as a release of such mortgage, and as a conveyance to the mortgagor, his heirs, executors, administrators or assigns, or any person lawfully claiming by, through, or under him or them, of the original estate of the mortgagor.

36. In case the mortgagee or any assignee of the mortgagee desires to release or discharge part only of the lands contained in such mortgage, or to release or discharge only part of the money specified in the mortgage, he may do so by deed, or by a certificate to be made, executed, proven and registered in the same manner as in cases where the whole lands and mortgage are wholly released and discharged; and such deed or certificate shall contain as precise a description of the portion of lands so released or discharged, as would be necessary to be contained in an instrument of conveyance for registry under this Ordinance, and also a precise statement of the amount or particular sum or sums so released or discharged.

37. Every certificate of payment or discharge of the mortgage, or of the conditions therein, or of the lands, or of any part of the same, or of any part of the money, by the mortgagee, or his assignee, his heirs, executors, administrators or assigns, or any one of them, at whatsoever time given, and whether before or after the time limited by the mortgage for payment or performance, shall be valid, if in conformity with this Ordinance, to all intents and purposes whatsoever, as herein mentioned.

#### EFFECT OF REGISTERING OR OMITTING TO REGISTER.

38. After any grant from the Crown, of lands in the North-West Territories, and Letters Patent issued therefor, every instrument affecting the lands or any part thereof comprised in such grant, shall be adjudged fraudulent and void against any subsequent purchaser or mortgagee for valuable consideration, unless such instrument is registered in the manner herein directed before the registering of the instrument, under which such subsequent purchaser or mortgagee may claim.

39. All Wills, or the probates thereof registered within the space of twelve months next after the death of the deviser, testator or testatrix, shall be as valid and effectual against subsequent purchasers and mortgagees, as if the same had been registered immediately after such death, and in case the devisee or person interested in the lands devised in any such Will, is disabled from registering the same within the said time, by reason of the contesting of such will, or by any other inevitable difficulty, without his or her wilful neglect or default, then the registration of the same within the space of twelve months next after his or her attainment of such Will or probate thereof, or the removal of the impediment aforesaid, shall be sufficient registration within the meaning of this Ordinance.

40. The registry of any instrument under this Ordinance shall constitute notice of such instrument to all persons claiming any interest in such lands subsequent to such registry.

41. Priority of registration shall in all cases prevail, unless before such prior registration there shall have been actual notice of the prior instrument by the party claiming under the prior registration.

42. No equitable lien, charge or interest affecting land shall be deemed valid in any Court in the North-West Territories as against a registered instrument executed by the same party, his heirs or assigns, and tacking shall not be allowed in any case to prevail against the provisions of this ordinance.

43. This Ordinance shall not extend to any lease for a term not exceeding seven years, where the actual possession goeth along with the lease; but it shall extend to every lease for a longer term than seven years.

## FEES TO BE EXACTED BY THE REGISTRAR.

44. The Registrar shall exact the following fees, and no more :—

(1.) For the necessary entries and certificates in registering every instrument other than those hereinafter specially provided for, including among such certificates the certificate on the duplicate, if any, one dollar; and for registering every instrument other than those hereinafter specially provided for, two dollars; but in case the said instrument exceeds seven hundred words, then at the rate of twenty-five cents for every additional one hundred words, or the fractional part thereof.

(2.) For searching the registry books and indices relating to the title of any lot, or part of a lot of land as originally patented by the Crown, or as afterwards subdivided into smaller lots shewn by any registered map or plan thereof, when not exceeding four references, fifty cents, and ten cents for every additional reference.

(3.) For every abstract of title to any specific parcel of land certified by the Registrar containing such particulars as to any number of the registered instrument affecting such parcel of land as the party searching shall require, fifty cents; and when such abstract exceeds one hundred words, twenty-five cents for every additional hundred words or fractional part thereof; and for copies of instruments, when required, twenty-five cents for each hundred words.

(4.) For each certificate furnished by the Registrar, except those made under sub-sections one and three of this section, fifty cents.

(5.) For registration of any plan of town or village lots, including all necessary entries connected therewith, two dollars.

(6.) For exhibiting in the office each original registered instrument, including search for the same, twenty-five cents;

(7.) For registering each certificate of payment of mortgage money, and every other certificate, including all entries and certificates thereof, one dollar.

45. The Registrar shall keep posted up in some conspicuous place in his office a schedule of the fees and charges authorized under this ordinance.

## MISCELLANEOUS PROVISIONS.

46. The Lieutenant-Governor in Council, when he deems it necessary, may require a Stipendiary Magistrate, or some fit person, to visit the the registry office and to enquire into the condition of the office and the registers, books, indices and all other documents and papers therein appertaining to the office, and to ascertain whether the provisions of this ordinance are executed, of which visit, a report in writing shall be laid before the Lieutenant-Governor in Council.

47. Whenever any land granted by the Crown has been surveyed or subdivided into town, park or village lots, the person, corporation, or company making such survey or sub-division shall within three months from the date of every such survey or sub-division, lodge with the Registrar a plan or map of the same, shewing the number of the township or town lots and range or section, the numbers or letters of town or village lots and names of streets, the measurement and magnetic bearings of each lot on a scale of not less than one inch to every four chains, and shewing thereon all roads, streets, lots and commons within the same, with the courses and widths thereof respectively, and the width and length of all lots, and the courses of all division lines between the respective lots within the same, together with such information as will shew the part of section, township and range wherein the same is situate, and every such map or plan shall be certified by some duly qualified Dominion Land Surveyor in the form I of the appendix hereto, and thenceforth the Registrar shall keep an index of the lands described and designated by any number or letter on such map or plan, by the name by which such person, corporation or company designates the same; and all instruments affecting the land or any part thereof, executed after such plan, shall conform thereto, otherwise the same shall not be registered, and in case of refusal by such person, corporation or company, for two months after demand in writing for that purpose to lodge the said plan or map when required by any person interested therein so to do, he or they shall incur a penalty

of twenty dollars for each and every calendar month the said map or plan remains unregistered, which penalty may be recovered by any person complaining in any Court having jurisdiction, in like manner as a common debt.

48. In no case shall any plan or survey, although fylod and registered, be binding on the person so fying or registering the same, or upon any other person, unless a sale has been made according to such plan or survey, and in all cases amendments or alterations of any such plan or survey may be ordered to be made at the instance of the person fying or registering the same, by any Judge or Stipendiary Magistrate for the North-West Territories, if on application duly made for the purposes, and upon hearing all the parties concerned, it shall be thought fit and just so to order, and upon such terms and conditions as to costs and otherwise as may be deemed expedient.

49. This Ordinance may be cited as the "Registration of Titles Ordinance."

50. The following is the Appendix, and contains the forms referred to in the foregoing sections of this Ordinance.

A true copy of ordinance passed by the Lieutenant-Governor and Council of th<sup>e</sup> North-West Territories on the 22nd day of March A.D., 1877, which I certify.

(Signed)

A. E. FORGET,  
C. C., N. W. T.

### FORM A.

*Referred to in the Second Section of this Ordinance.*

NORTH-WEST TERRITORIES. }  
To WIT:

I, (name and describe deponent) having been appointed to the office of Registrar, in and for the North-West Territories, do swear that I will well, truly and faithfully perform and execute all duties required of me, by law, pertaining to the said office, so long as I continue therein.

Sworn before me at the day of A.D., 18

### FORM B.

ALPHABETICAL INDEX referred to in 14th Section of this Ordinance.

No. of Instrument.	Grantor.	Grantee.	No. of Instrument.	Grantee.	Grantor.
1,011	Abbott, George.....	Black, John .....	1,029	Appleton, James....	Buck, Peter.
1,016	Allen, William .....	Cook, Edward .....	1,039	Angus, Robert.....	Coons, Joseph.
1,017	Anderson, James....	Smith, Thomas .....	1,056	Anson, William....	Walko, James.
	B.			B.	
1,004	Bernard, John.....	Green, Edward.....	1,011	Buck, John .....	Abbott, George.
1,020	Burns, Robert.....	Cassels, George.....	1,070	Benson, Jessie .....	Crooks, Nelson.
	C.			C.	
1,039	Coones, Joseph.....	Angus, Robert .....	1,015	Cook, Edward.....	Allan, William.
1,048	Coffee, Richard.....	Ingram Benjamin .....	1,020	Cassels, George....	Burns, Robert.



FORM C.

REFERRED to in the 15th Section of this Ordinance.—N.E. ¼ Section 36, Township 10, Range 2, West of Principal Meridian.

1.	2.	3.	4.	5.	6.	7.	8.	9.
No. of Instruments.	Instruments	Its date.	Date of Registry.	Grantor.	Grantee.	Quantity of Land.	Consideration of Amount of Mortgage.	Remarks.
.....	Patent.....	21st Feb., 1820.....	.....	Crown.....	John Jones.....	All.		
54	B. & S.....	10th Jan., 1835.....	11th Jan., 1835.....	David Brown and Wife.....	George Smith.....	N. ¼.		
72	do .....	30th May, 1830.....	15th May, 1838.....	John Jones and Wife.....	David Brown.....	N. ¼.		
460	do .....	23rd June, 1840.....	23rd June, 1840.....	George Smith.....	George Gates.....	N. ¼.		
461	M.....	23rd June, 1840.....	23rd June, 1840.....	George Gates and Wife.....	George Smith.....	N. ¼.	\$500.	
490	B. & S.....	20th Oct., 1841.....	20th Oct., 1841.....	John Jones and Wife.....	George Gates.....	S. ¼.		
1,009	D. M. ....	23rd June, 1842.....	1st July, 1842.....	George Smith.....	George Gates.....	N. ¼.		
2,500	B. & S.....	25th April, 1855.....	1st May, 1856.....	George Gates and Wife.....	Alexander Erie.....	All.		
2,875	do .....	1st May, 1860.....	1st May, 1860.....	Alexander Erie.....	John McIntosh.....	N. ¼.		

FORM D.

Referred to in the 20th Section of this Ordinance.

NORTH-WEST TERRITORIES }  
To WIT.

I, \_\_\_\_\_, make oath and say:

1st. That I was personally present and did see the annexed (or within) (and duplicate, if any, according to the fact) duly signed, sealed and executed by \_\_\_\_\_ and \_\_\_\_\_ the parties thereto.

2nd. That the said \_\_\_\_\_ (and duplicate, if any, according to the fact) were executed at \_\_\_\_\_

3rd. That I knew the said parties (or one or more of them, according to the fact).

4th. That I am a subscribing witness to the said \_\_\_\_\_ (and duplicate, according to the fact).

Sworn (or affirmed) before me at \_\_\_\_\_ in the North-West Territories, this day of \_\_\_\_\_ A.D. 18

Judge (or S. M).

FORM E.

Referred to in Section 27 of this Ordinance.

NORTH-WEST TERRITORIES }  
To WIT:

I, \_\_\_\_\_, Judge (or a Stipendiary Magistrate) for the North-West Territories, do certify that I am satisfied from the proofs adduced by (name the person producing the proof, and state the evidence given) with the due execution of the within instrument (or of the instrument whereof the within is a copy or duplicate, as the case may be)

As witness my hand at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 18

FORM F.

Referred to in the 31st and 32nd Sections of this Ordinance.

I certify that the \_\_\_\_\_ within instrument is duly entered and registered in the Registry Office for the North-West Territories, in book, \_\_\_\_\_ folio \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 18

Registrar.

FORM G.

Referred to in the 3rd Section of this Ordinance.

Entered and registered this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 18 at \_\_\_\_\_ o'clock.

FORM H.

Referred in the 35th Section of this Ordinance.

To the Registrar of the North-West Territories:

I \_\_\_\_\_ of the \_\_\_\_\_ do certify that \_\_\_\_\_ hath satisfied all money due on, or to grow due, on (or hath satisfied the sum of \_\_\_\_\_ mentioned in) a certain

mortgage made by \_\_\_\_\_ of \_\_\_\_\_, which mortgage bears date the \_\_\_\_\_  
to \_\_\_\_\_, A.D. 18 \_\_\_\_\_, and was registered in the Registry Office for  
day of \_\_\_\_\_, A.D. 18 \_\_\_\_\_, and was registered in the Registry Office for  
the North-West Territories on \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_\_  
at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock of the \_\_\_\_\_ noon in  
Liber \_\_\_\_\_ folio \_\_\_\_\_ as No \_\_\_\_\_ (here mention the day and date  
of registration of each assignment thereof and the names of the parties, or mention  
that such mortgage has not been assigned, as the fact may be), and that I am the  
person entitled by law to receive the money, and that such mortgage (or such sum  
of money as aforesaid, or such part of the lands as is herein particularly described,  
that is to say \_\_\_\_\_) is therefore discharged.  
Witnes my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_\_

A. B.

One witness.

## FORM I.

*Referred to the 47th Section of this Ordinance.*

This plan is correct and is prepared under the provisions of the "Registration  
of Titles Ordinance."

(Signature of Surveyor.)

No. 3 OF 1877.

*An Ordinance respecting Short Forms of Indentures (Passed 22nd March, 1877.)*

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and  
with the advice and consent of the Council thereof, as follows:—

1. When a deed of conveyance or a deed of mortgage or a deed of lease respec-  
tively made according to the forms set forth in the first, second and third Schedules  
to this Ordinance respectively, expressed to be made "in pursuance of the Ordinance  
respecting Short Forms of Indentures," or otherwise referring to this Ordinance, con-  
tains any of the forms or words in column one under the said schedules respectively, and  
distinguished by any number therein, such deed shall be taken to have the same  
effect, and be construed as if it contained the form of words in column two under the  
same schedule, and distinguished by the same number as is annexed to the form of  
words used in the deed, but it shall not be necessary in any such deed to insert such  
number or numbers.

2. Any deed or part of a deed which fails to take effect by virtue of this Ordin-  
ance shall, nevertheless, be as effectual to bind the parties thereto, as far as the rules  
of law and equity will permit, as if this ordinance had not been made.

3. Every such deed, unless an exception be specially made therein, shall be held  
and construed to include all houses, outhouses, edifices, barns, stables, yards, gardens,  
orchards, commons, trees, woods, underwoods, mounds, fences, hedges,  
ditches, ways, waters, water-courses, lights, liberties, privileges, easements, profits,  
commodities, emoluments, hereditaments, and appurtenances whatsoever to the lands  
therein comprised, belonging or in any wise appertaining, or with the same demised,  
held, used, occupied, or enjoyed, or taken, or known as part and parcel thereof; and  
if the same purports to convey an estate in fee, also the reversion or reversions,  
remainder or remainders, yearly and other rents, issues and profits of the same lands  
and of every part and parcel thereof, and all the estate, right, title, interest, inheri-  
tance, use, trust, property, profit, possession, claim and demand whatever, both at  
law and in equity of the grantor, in, to, out of, or upon the same lands, and every part  
and parcel thereof, with their and every of their appurtenances.

4. In the construction of this Ordinance and the Schedules thereto, respectively,  
unless there be something in the subject or context repugnant to such construction

the word "lands" shall extend to all freehold and leasehold tenements and hereditaments or any undivided part or share or interest therein respectively, and the word "party," shall mean and include one or more persons, and any body politic, corporate or collegiate.

5. Parties who use any of the forms in the first column of the schedules, may substitute for the words "a covenantor" or "covenantee," "releasor," or "releasee," "grantor" or "grantee," "lessor" or "lessee," any name or names or "the party of the "first" or "second" or "third" part," as the case may be, and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

6. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in the first column of the schedules, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

7. Such parties may introduce into, or annex to, any of the forms in the first column, any express exceptions, form or other express qualifications thereof respectively, or may extend them or remove therefrom any limitations, and the like exceptions or qualifications, or extension, or removal of limitations shall be taken to be made from or added in the corresponding forms in the second column.

8. Such parties may add the name or other designation of any person or persons, or class or classes of persons, or any other words, at the end of the forms of the first column, so as thereby to extend the words thereof to the acts of any additional person or persons, or class or classes of persons, or of all persons whomsoever, and in every such case the covenants, or such of them as may be employed in such deed, shall be taken to extend to the acts of the person or persons so named.

9. In the case of a deed of demise or lease there may be introduced into any of the forms in the first column under the third schedule, any express exceptions from, or express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from, or in, the corresponding forms in the second column, where the premises demised are of freehold tenure, the covenants under the said third schedule, *one (1) to eight (8)*, shall be taken to be made with, and the proviso *nine (9)* to apply to the heirs and assigns of the lessor, and where the premises demised shall be leasehold tenure, the covenants and proviso shall be taken to be made with and to apply to, the lessor, his executors, administrators and assigns.

## FIRST SCHEDULE.

### *Deed of Conveyance.*

This Indenture, made the \_\_\_\_\_ day of \_\_\_\_\_ in the \_\_\_\_\_ year of our Lord one thousand eight hundred and \_\_\_\_\_ "in pursuance of the Ordinance respecting short forms of Indentures" between (here insert the names of the parties and recitals, if any) witnesseth that, in consideration of (if there be recitals) the premises, and of \_\_\_\_\_ dollars (if no recitals, omit the word "premises" and say "of \_\_\_\_\_ dollars") of lawful money of Canada, now paid by the said party of the \_\_\_\_\_ part (as the fact is) to the said party of the first part (the receipt whereof is hereby by him or them acknowledged) he (or they) the said party of the first part doth (or do) grant unto the said party of the \_\_\_\_\_ part, his (or her or their) heirs and assigns, for ever, all and singular the lands following, that is to say:—

(Describe the lands)

(Here insert covenants and other provisions, &c., &c., if any).

In witness whereof the said parties have hereunto set their hands and seals.

Signed, sealed and delivered  
in presence of

1. The said (Covenantor) covenants with the said (covenantee.)

2. That he has the right to convey the said lands to the said (covenantee), not withstanding any act of the said (covenantor.)

3. And that the said (covenantee) shall have quiet possession of the said lands.

4. Free from all encumbrances.

5. And the said (covenantor), covenants with the said (covenantee) that he will execute such further assurances of the said lands as may be requisite.

6. And the said (covenantor) covenants with the said (covenantee) that he will produce the title deeds enume-

1. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with and to the said covenantee, his heirs and assigns,

2. That for and notwithstanding any act, deed, matter or thing, by the said covenantor, done, executed, committed or knowingly or wilfully permitted or suffered to the contrary, he the said covenantor, now hath in himself good right, full

3. And that it shall be lawful for the said covenantee his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter upon, have, hold, occupy,

4. And that free and clear, and freely and absolutely acquitted, exonerated, and for ever discharged, or otherwise, by the said covenantor or his heirs. well and sufficiently saved, kept harmless and indemnified, of, from and against any and every former and other gift, grant, bargain, sale, jointure, dower, rise, trust, entail, will, statute, recognizance, judgment, execution, extent, rent, annuity, forfeiture, re-entry, and any and every other estate, title, charge, trouble and encumbrance whatsoever made, executed, occasioned or suffered by the said covenantor or his heirs, or by any person claiming, or to claim, by, from, under, or entrust for him, them or any of them.

5. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree with, and to the said covenantee, his heirs and assigns, that he, the said covenantor, his heirs, executors and administrators, and all and every other person whosoever having, or claiming, or who shall or may hereafter have or claim any estate, right, title, or interest whatsoever, either at law or in equity, in, to, or out, of the said lands and premises hereby conveyed or intended so to be, or any of them, or any part thereof, by, from, under, or in trust for him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said covenantee, his heirs and assigns, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances on the law whatsoever for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, or intended so to be, and every part thereof, with their appurtenances, unto the said covenantee, his heirs and assigns, in manner aforesaid, as by the said covenantee, his heirs and assigns, his or their counsel learned in the law, shall be reasonably devised, advised or required, so as no such further assurances contain or imply any further or other covenant or warranty than against the acts and deeds of the person who shall be required to make or execute the same, and his heirs executors or administrators, only, and so as no person who shall be required to make or execute such assurances shall be compellable for the making or executing thereof, to go or travel from his usual place of abode.

6. And the said covenantor doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, with and to the said covenantee. his heirs and assigns, that the said covenantor and his heirs shall and will, unless prevented by fire or other inevitable accident from time to time, and at all times hereafter, at the

rated hereunder, request, costs and charges of the said covenantee, his heirs, or assigns, and allow copies to be made of them, or his or their attorney or solicitor, agent or counsel, at any trial or hearing in any action or suit at law or in equity, or other juncture or at the expense of the said covenantee, otherwise, as occasion shall require, produce all and every, or any deed, instrument, or writing hereunder written for the manifestation, support of the estate, title and possession of the said covenantee, his heirs and assigns, in, or to the said lands and premises hereby conveyed, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause to be made and delivered, true and attested, or other copies or abstracts of the same deeds, instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said covenantee, his heirs and assigns, or such person as he or they shall for that purpose direct and appoint.

7. And the said (covenantor) co-administrators, doth hereby covenant, promise and agree with and to the said (covenantee), his heirs and assigns, that he hath not at any time heretofore made, done, committed, executed, or wilfully, or by means whereof the said lands and premises hereby conveyed, or entered so to be, or any part or parcel thereof, are, is, or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise howsoever.

8. And the said (releasor) releases the said (releasee) all his claims upon the said lands hereby granted or intended so to be, and every part and parcel thereof; so that neither he nor his heirs, executors, administrators or assigns shall or may, at any time hereafter, have, claim, pretend to, challenge or demand the said lands and premises, or any part thereof, in any manner howsoever, but the said releasee, his heirs and assigns, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said releasor might or could have upon him in respect of the said lands, or upon the said lands.

9. And the said (A.B.), wife of the said (grantor) [for and in consideration of the sum of \_\_\_\_\_ dollars, of lawful money of Canada, to her in hand, paid by the said (grantee) at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. hath granted and released, and by these presents doth grant and release unto the said (grantee,) his heirs and assigns, all her dower and right and title, which, in the event of surviving her said husband, she might or would have to dower, in, to, or out of the lands and premises hereby conveyed, or intended so to be.

SECOND SCHEDULE.

Deed of Mortgage.

This indenture made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ "in pursuance of the Ordinance respecting Short Forms of Indentures," between (here insert parties and recitals, if any) witnesseth that in consideration of (if recitals, say the premises and of \_\_\_\_\_ dollars; if no recitals omit the "premises") of lawful money of Canada, now paid to the said party of the first part, hereinafter called the mortgagor (the receipt whereof is hereby acknowledged) the said mortgagor doth grant

and mortgage unto the said party of the \_\_\_\_\_ part, hereinafter called the mortgagee, all and singular, the lands following, that is to say: (describe the lands.)

(Here insert proviso one (1), covenants and other provisions and stipulations according to agreement).

In witness whereof, the said parties have hereto set their hands and seals.

Signed, sealed and delivered in presence of

1. Provided, this mortgage to be void on payment of the sum of \_\_\_\_\_ dollars, of lawful money of Canada with interest at the rate of \_\_\_\_\_ per cent. per annum on the (describe times and terms) and tax's.

1. Provided always, and these presents are upon this express condition, that if the said mortgagor, his heirs, executors, administrators, or assigns, or any of them, do and shall, well and truly, pay or cause to be paid, to the said mortgagee, his executors, administrators or assigns, the just and full sum of (amount of principal money) dollars of lawful money of Canada, with interest thereon at the rate of (rate of interest) per cent. per annum on the days and times, and in manner following, that is to say, (terms of payments of principal and interest) without any deduction, defalcation or abatement out of the same, for or in respect of any taxes, rates, levies, charges, rents, assessments, statute labour, or other impositions whatsoever, already rated, charged, assessed, or imposed, by lawful authority on the said lands and tenements, hereditaments and the premises, with the appurtenances, or on the said mortgagee, his heirs, executors, administrators or assigns, in respect of the said premises, or of the said money or interest, or any other matter or thing relating to these presents, and until such default as aforesaid, shall and will, well and truly, pay, or do and perform, or procure to be paid, done and performed, all matters and things in this proviso hereinbefore set forth, then these presents and everything in the same contained, shall be absolutely null and void.

2. The said mortgagor covenants with the said mortgagee, that is to say:

2. And the said mortgagor doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said mortgagee, his heirs and assigns, in manner following:

3. That the mortgagor will pay the mortgage money and interest, and observe the above proviso and in manner above limited for payment thereof, and shall and will in every thing, well, faithfully, and truly, do, observe, perform, fulfil, and keep, all and singular, the provisions, agreements, and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents, and the said above proviso.

3. That the said mortgagor, his heirs, executors, administrators, or some one of them, shall and will, well and truly, pay or cause to be paid, unto the said mortgagee, his heirs, executors, administrators or assigns, the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, at the days and times well, faithfully, and truly, do, observe, perform, fulfil, and keep, all and singular, the provisions, agreements, and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents, and the said above proviso.

4. That the mortgagor has a good title in fee simple to the said lands, hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances; and of and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisos or conditions, except those contained in the original grant thereof from the Crown, or any other matter or thing to alter, charge, change, incumber or defeat the same.

4. And also that the said mortgagor, at the time of the sealing and delivery hereof, is and stands, solely, rightfully, and lawfully, seized of a good, sure, perfect, absolute, and indefeasible estate, of inheritance in fee simple of and in the lands, tenements, and here- ditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances; and of and in every part and parcel thereof, without any manner of trusts, reservations, limitations, provisos or conditions, except those contained in the original grant thereof from the Crown, or any other matter or thing to alter, charge, change, incumber or defeat the same.

5. And that he has the right to convey the said lands to the said mortgagee.

5. And also that the said mortgagor now hath in himself good right, full power, and lawful and absolute authority to convey the said lands, tenements, hereditaments, the all and singular other the premises hereby conveyed or hereinbefore mentioned, or intended so to be with their and every of their appurtenances unto the said mortgagee, his heirs and assigns in manner aforesaid, and according to the true intent and meaning of these presents.

6 And that in default the mortgagee shall have quiet possession of the said lands.

6. And also that from and after default shall happen to be made of or in the payment of the said sums of money, in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, fulfilling, performing, or keeping of some one or more of the provisions, agreements, or stipulations, in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents, and of the said proviso, then and in every such case, it shall and may be lawful to and for the said mortgagee, his heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption, or denial of him the said mortgagor, his heirs or assigns, or any other person or persons whomsoever.

7. Free from all encumbrances.

7. And, that free and clear, and freely and clearly acquitted, exonerated, and discharged of and from all arrears of taxes and assessments whatsoever due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognisances, and of and from all manner of other charges or encumbrances whatsoever.

8. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

8. And also that from and after default shall happen to be made of, or in the payment of the said sum of money, in the said proviso mentioned, or the interest thereof, or any part of such money or interest, or of, or in the doing, observing, performing, fulfilling, or keeping of some one or more of the provisions, agreements, or stipulations, in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case, the said mortgagor, his heirs and assigns, and all and every other person, or persons whatsoever having, or lawfully claiming, or who shall, or may have, or lawfully claim any estate, right, title, interest or trust of, into, or out of the lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with the appurtenances, or any part thereof, by, from, under, or in trust for him. The said mortgagor shall and will, from time to time, and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs and assigns, make, do, suffer and execute, or cause, or procure to be made, done, suffered and executed, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law, for the further, better and more perfectly and absolutely conveying and assuming the said lands, tenements, hereditaments and premises, with the appurtenances unto the said mortgagee, his heirs and assigns, as by the said mortgagee his heirs or assigns or his or their counsel learned in the law, shall or may be lawfully and reasonably devised, advised or required so as no person who shall be required to make or execute such assurances, shall be compelled for the making or execution thereof, to go or travel from his usual place of abode.

9. And also that the said mortgagor will produce the title-deeds hereunder enumerated and allow copies to be made at the expense of the mortgagee.

9. And also that the said mortgagor, and his heirs, shall and will, unless prevented by fire or other inevitable accident, from time to time, and at all times hereafter, at the request and proper charges in the law of the mortgagee, his heirs or assigns, at any trial or hearing, in any action or suit at law or in equity or otherwise, as occasion shall require, produce all, every or any deed, instrument, or writing hereunder, written for the manifestation, defence and support of the estate, title and possession of the said mortgagee, his heirs, and assigns, of, in, to, or out of, the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, and at the like request, costs and charges, shall and will make and deliver, or cause or procure to be made and deliver into the said mortgagee, his heirs and assigns, true and attested, or other copies or abstracts of the same deeds, instruments and writings respectively or any of them, and



shall and will permit, and suffer such copies and abstracts to be examined and compared with the said original deeds, by the said mortgagee, his heirs and assigns.

10. And that the said mortgagor has done no act time heretofore, made, done, committed, executed, or wilfully to encumber the said lands.

or knowingly suffered any act, deed, matter or thing whatsoever, whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, so to be, or any part or parcel thereof, are, is, or shall, or may be, in any wise impeached, charged, affected or encumbered in title, estate, or otherwise howsoever.

11. And that the said mortgagor will insure the buildings on the said lands to the amount of not less than \_\_\_\_\_ dollars.

11. And also that the said mortgagor or his heirs shall and will forthwith insure, unless already insured, and during the continuance of this security, keep insured against loss or damage by fire, in such proportion upon each building as may be required by the said mortgagee, his heirs and assigns, the buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, in the sum of \_\_\_\_\_ dollars of lawful money of Canada, at least, in some insurance office, to be approved of by the said mortgagee, his heirs or assigns, and pay all premiums and sums of money necessary for such purpose, as the same shall become due, and will, on demand, assign, transfer and deliver over unto the said mortgagee, his heirs, executors, administrators or assigns, the policy or policies of insurance, receipt and receipts thereto appertaining, and if the said mortgagee, his heirs or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payments shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payment, and shall be payable at the time appointed for the then next ensuing payment of interest on the said debt.

12. And the said mortgagor doth release to the said mortgagee all his claims upon the said lands subject to the said proviso unto and out of the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned, or intended so to be, and every part and parcel thereof, so as that neither the said mortgagor his heirs, executors, administrators or assigns, shall or may at any time hereafter, have, claim, pretend to, challenge or demand the said lands, tenements, hereditaments and premises or any part thereof in any manner howsoever, subject always to the said above proviso, but the said mortgagee, his heirs and assigns, and the said lands, tenements, hereditaments and premises, subject as aforesaid, shall from henceforth for ever hereafter be exonerated and discharged of and from all claims and demands whatsoever, which the said mortgagor, his heirs or assigns might or could have upon the said mortgagee, his heirs or assigns, in respect of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

13. Provided that the mortgagor on default of payment for \_\_\_\_\_ months may on \_\_\_\_\_ notice, enter on and lease, or sell the said lands.

13. Provided always, and it is hereby declared and agreed by and between the parties of these presents, that if the said mortgagor, his heirs, executors or administrators shall make default in any payment of the said money or interests, or any part of either of the same according to the true intent and meaning of these presents, and of the proviso in that behalf, hereinbefore contained and \_\_\_\_\_ months shall have therefore elapsed without such payment being made (of which default, as also of the continuance of the said principal money and interest, or some part thereof, on this security, the production of these presents shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee his heirs or assigns, after giving written notice to the said mortgagor, his heirs or assigns of his intention in that behalf, either personally or at his or their usual or last place of residence within the North-West Territories not less than \_\_\_\_\_ previous, without any further consent or concurrence of the said mortgagor, his heirs or assigns, to enter into possession of the said lands, tenements, hereditaments

and premises hereby conveyed or mentioned, or intended so to be, and to receive and take the rents, issues and profits thereof, and whether in or out of possession of the same, to make any lease or leases thereof, or of any part thereof, as he shall think fit, and also to sell and absolutely dispose of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, or any part or parts thereof, with the appurtenances, by public auction, or private contract, or partly by public auction and partly contract, as to him shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his heirs and assigns, or as he, she or they, shall direct and appoint, and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid; and the said mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid, unless the same shall happen by reason of his wilful neglect or default; and it is hereby further agreed between the parties to these presents, that until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators or assigns shall and will stand and be possessed of and interested in the rents and profits of the said lands, tenements, hereditaments and premises, in case he shall take possession of the same on any default as aforesaid; and after such sale or sales shall stand and be possessed of, and interested in the money to arise and be produced by such sale or sales or which shall be received by the mortgagee his heirs or assigns, by reason of any insurance upon the said premises, or any part thereof, upon trust in the first place to pay and satisfy the costs and charges of preparing for, and making sales, leases and conveyances, as aforesaid, and all other costs and charges or assigns shall bear sustain or be put to for taxes, rents, insurances and repairs and damages and expenses which the said mortgagee, his heirs, executors, administrators or assigns shall bear sustain or be put to for taxes, rents, insurances and repairs and all other costs and charges which may be incurred in and about the execution of any of the trusts in him hereby reposed, and in the next place to pay and satisfy the principal sum of money and interest hereby secured, or mentioned or intended so to be, or so much thereof as shall remain due and unsatisfied up to and inclusive of the day whereon the said principal sum shall be paid and satisfied; and after full payment and satisfaction of all such sums of money and interest as aforesaid upon this further trust that the said mortgagee, his heirs, executors, administrators or assigns do and shall pay the surplus, if any, to the said mortgagor, his executors, administrators or assigns or as he shall direct and appoint, and shall also, in such event, at the request, costs and charges, in the law of the said mortgagor, his heirs or assigns, convey and assure unto the said mortgagor, his heirs or assigns, or to such person, or persons, as he shall direct and appoint, all such parts of the said lands, tenements, hereditaments and premises as shall remain unsold for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge and encumbrance whatsoever by the said mortgagee, his heirs or assigns, in the meantime, so as no person who shall be required to make or execute any such assurance shall be compelled for the making thereof to go and travel from his usual place of abode; provided always and it is hereby further declared and agreed by and between the parties to these presents, that, notwithstanding the power of sale and other the powers and provisions contained in these presents the said mortgagee, his heirs or assigns shall have and be entitled to his right of foreclosure of the equity of the redemption of the said mortgagor, his heirs and assigns, in the said lands, tenements, hereditaments and premises, as fully and effectually as he might have exercised and enjoyed the same in case the power of sale and the other former provisos and trusts incident thereto had not been herein contained.

14. Provided the mortgagor may distrain for arrears of

14. And it is further covenanted, declared and agreed by and between the parties to these presents that if the said mortgagor, his heirs, executors or administrators shall make default in payment of any part of the said interest, at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs and assigns, to distrain therefor upon the said lands, tenements, hereditaments and pre-

mises, or any part thereof, and by distress warrants, to recover by way of rent reserved, as in the case of a demise, of the said lands, tenements, hereditaments and premises, so much of such interest as shall, from time to time, be or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

15. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable. 15. Provided always, and it is hereby further expressly declared and agreed by and between the parties to these presents, that if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned or intended so to be, and every part thereof, shall forthwith become due and payable in like manner, and with the like consequences and defects to all intents and purposes whatsoever, as if the time herein mentioned for payment of such principal money had fully come and expired, but that in such case, the said mortgagor, his heirs or assigns shall, on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time, before any judgment in the premises recovered at law or within such time as by the practice of equity, relief therein could be obtained, be relieved from the consequences of non-payment of so much of the money secured by these presents, or mentioned, or intended so to be, as may not then have become payable by reason of lapse of time.

16. Provided that until default of payment the mortgagor shall have quiet possession of the said lands. 16. And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned or intended to be or the interest thereof or any part of either of the same, or the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and to receive and take the rents, issues and profits thereof to his own use and benefit, without let, suit, hindrance, interruption, or denial of, or by the said mortgagee, his heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall or may lawfully claim by from under, or in trust for him, her, them, or any or either of them.

17. And the said A. B., wife of the said mortgagor hereby bars her dower in the said lands. 17. And the said A. B., wife of the said mortgagor, and in consideration of the sum of dollars of lawful money of Canada, to her in hand paid by the said mortgagee, for acknowledged by these presents, doth grant and release unto the said mortgagor, his heirs and assigns, all her dower and right and title which, in the event of surviving her said husband, she might or would have to dower, in, to, or out of the lands, and premises hereby conveyed or intended so to be.

THIRD SCHEDULE.

Deed of Lease.

This Indenture, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Our Lord one thousand eight hundred and \_\_\_\_\_ "in pursuance of the Ordinance respecting Short Forms of Indentures," between \_\_\_\_\_ of the first part, and \_\_\_\_\_ of the second part, (any recitals required may be here inserted) witnesseth that in consideration of the premises and (if any recitals; if not, omit, "of the premises and") of the rents, covenants and agreements hereinafter reserved and contained on the part of the said party of the second part, hereinafter called the lessee (his or their) executors, administrators and assigns, to be paid, kept, observed and performed, he (or they), the

said party of the first part, hereinafter called the lessor, by these presents do (or doth) demise and lease unto the said lessee, his (or their) executors, administrators and assigns, all that messuage or tenement lands and premises situate, or all that parcel or tract of land situate, lying and being (here insert a description of the premises with sufficient certainty).

To have and to hold the said demised premises, to the lessee, his executors, administrators, and assigns, for and during the term of \_\_\_\_\_ to be computed from the \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and \_\_\_\_\_ and from thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term hereby granted, unto the said lessor, his (or their) heirs, executors, administrators or assigns, the sum of \_\_\_\_\_ to be payable on the following days and times—that is to say (on, &c., &c., &c.), the first of such payments to become due and be made on the \_\_\_\_\_ day of \_\_\_\_\_ next (Herein insert any provisos, conditions and covenants required).

In witness whereof, &c., &c

Signed, sealed and delivered in presence of

1. The said (lessee) covenants with the said (lessor) to pay rent. 1. And the said lessee doth hereby for himself, his heirs, executors and administrators, covenant with the said lessor that he, the said lessee, his executors, administrators and assigns, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

2. And to pay taxes. 2. And also will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged, or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof.

3. And to repair. 3. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term, shall be erected and made, when, where and so often as need shall be.

4. And to keep up fences. 4. And also will, from time to time, during the said term, keep up the fences and walls of, or belonging to the said premises, and make anew any parts thereof that may require to be new made, in a good and husband like manner, and at proper seasons of the year.

5. And not to cut down timber. 5. And also will not, at any time during the said term, hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs.

6. And that the said (lessor) may enter and view state of repair, and that the said (lessee) will repair according to notice. 6. And it is hereby agreed that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof, and that the said lessor further that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee, his executors, administrators and assigns, will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly.

7. And will not assign or sub-let without leave. 7. And also that the lessee shall not, nor will, during the said term, assign, transfer, or set over, or otherwise, by any act or deed, procure the said premises, or any of them, to be assigned, transferred or sub-let unto any person or persons whomsoever, without the consent in writing of the lessor, his heirs or assigns, first had and obtained.

8. And that he will leave premises in good repair. 8. And further, the lessee will, at the expiration, or other sooner determination, of the said term, peaceably surrender and yield up unto the said lessor, the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures thereon, in

good and substantial repair and condition, reasonable wear and tear and damage by fire only excepted.

9. Provided always, and it is hereby expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for thirty days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants

or agreements herein contained, on the part of the lessee, his executors, administrators or assigns, then, and in either of such cases, it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

10. And the lessor doth hereby for himself his heirs, executors, administrators and assigns, covenant with the lessee, his executors, administrators and assigns, that he and they paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, his heirs, executors, administrators and assigns or any other person or persons lawfully claiming by, from or under him, them or any of them.

A true copy of Ordinance passed by the Lieutenant Governor and Council of the North-West Territories on the 22nd day of March, A.D., 1877. which I certify.

(Signed)

A. E. FORGET,  
C. C. of N.-W.T.

No. 4 of 1877.

### AN ORDINANCE RESPECTING INFECTIOUS DISEASES.

(Passed 22nd March, 1877.)

Whereas it is of urgent importance to prevent, as far as possible, the spread of infectious and other like diseases in the North-West Territories;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. In the event of any part of the North-West Territories becoming infected with any contagious, infectious or epidemic disease it shall be lawful for the Lieutenant-Governor by proclamation to describe the part so infected, and to declare that such disease exists therein and to proscribe such part from outside intercourse for the period named in such proclamation.

2. In the event of any part of the said Territories being exposed to any contagious, infectious or epidemic disease then existing in any place outside the Territories, it shall be lawful for the Lieutenant-Governor by proclamation to declare that such disease exists in such place as aforesaid, and to proscribe all ingress into the Territories therefrom during the period named in such proclamation.

3. It shall be lawful for the Lieutenant Governor at any time, and from time to time, to constitute by order, any part of the North-West Territories, in such order described and named, into a health district, or any parts thereof into health districts, and for every such district to appoint a board of health to consist of not more than five or less than three persons, the majority of those appointed to form a quorum.

4. Every such board shall be presided over by the senior member thereof present in the district, and shall meet at such times and places as he in his discretion may appoint, and within the territorial limits of the district for which it is appointed, the powers of each such board shall be:—

(1.) Where any infectious disease is discovered to exist in any house or dwelling place, to prevent all intercourse and communication therewith, except by the health and medical officer and such attendants as may be considered necessary, and persons holding written permits from the health or medical officer;

(2.) To remove from any such house or dwelling place the inhabitants thereof, or of such of them as may be fit to remove and place them in tents or other good shelter in some salubrious situation until measures can be taken for the cleansing, purifying and disinfecting of such house or other dwelling place;

(3.) To cause all wearing apparel, bedding or other articles capable of conveying infection which have been in such house or dwelling place or used by inmates thereof to be destroyed by fire, except when thorough disinfection thereof has been effected under the supervision of a medical officer;

(4.) To regulate the granting of permits for absolutely necessary intercourse with proscribed districts;

(5.) And generally to make such other regulations, as from time to time, may be found necessary to carry out the true intent and meaning of this ordinance, all which regulations shall be forthwith after the passing thereof transmitted to the Lieutenant-Governor, and shall have the force of law until rescinded by such board or cancelled by the Lieutenant-Governor.

5. In cases of emergency, when a board of health may be unable to communicate speedily with the Lieutenant-Governor, and until the Lieutenant-Governor's proclamation can be published in the district, it shall be lawful for such board of health to publish a notice declaring the whole district for which the board has jurisdiction, or such part thereof as may be described in such notice, infected and upon the publication of such notice the district or part thereof so described, shall be held to be isolated, and all intercourse therewith forbidden, as if the proclamation named in the first section of this ordinance had been made, and in case the said district is exposed to any infectious disease, then existing in any place outside the Territories, to declare in such notice that such disease exists in such place, and all ingress therefrom into the said district shall be proscribed, as if the proclamation named in the second section of this ordinance had been made.

6. The Lieutenant-Governor may, from time to time, and whenever he sees fit, also appoint one or more health officers in any such district, whose duty shall be to enforce this ordinance within said district, and the regulations of the board of health of such district.

7. Any person disobeying any proclamation, or violating any regulation made under the provisions of this ordinance, upon conviction thereof before any Judge, Stipendiary Magistrate, or Justice of the Peace, shall forfeit and pay such sum, not exceeding one hundred dollars, with costs of prosecution, as such Judge, Stipendiary Magistrate or Justice of the Peace may impose, and upon failure of payment thereof, be imprisoned for any term not exceeding three months.

8. Upon the direction of any health officer, or on the information of any known person, of any such disobedience or violation as aforesaid, any officer or member of the police force serving in the Territories, may arrest the offender by the authority of this ordinance, and without any further warrant, convey him before a Judge, Stipendiary Magistrate or Justice of the Peace as aforesaid, to be dealt with according to law.

9. Every offence against this ordinance, so far as no other provision is hereby made therefor, may be prosecuted in a summary manner.

10. One-half of any fine imposed and collected under this ordinance, shall be payable to the informer or person securing the conviction of the offender.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North West Territories, on the 22nd day of March, A.D., 1877, which I certify.

(Signed)

A. E. FORGET.  
Clerk of Council, N.-W.T.

No. 5 of 1877.

AN ORDINANCE FOR THE PROTECTION OF THE BUFFALO.

(Passed 22nd March, 1877.)

Whereas it is expedient to provide for the protection of the buffalo ;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof as follows :—

1. No pound pit, or like enclosure or contrivance shall, at any time, be formed or used in the North-West Territories for the capture of buffalo, nor shall it be lawful to destroy buffalo by running them into rivers or lakes, or over steep banks or precipices.

2. It shall be unlawful at any season, to hunt or kill buffalo from the mere motive of amusement, or wanton destruction, or solely to secure their tongues, choice cuts or peltries; and the proof in any case, that less than one-half of the flesh of a buffalo has been used or removed shall be sufficient evidence of the violation of this section.

3. It shall be unlawful to kill buffalo of either sex under two years of age, or to have the dead bodies or the peltries, or any other part of the bodies of such young buffaloes in possession.

4. On and after the fifteenth day of November, one thousand eight hundred and seventy-seven, and in every year thereafter, the period between the fifteenth day of November and the fourteenth day of the following August, inclusive, shall be a close season for female buffalo; and during said season it shall be unlawful to kill such buffalo, or to have in possession the dead bodies, or the peltries, or any other part of the bodies of the female buffalo killed in the said close season:—Provided, that nothing contained in this section shall extend or apply to Indians or non-treaty Indians between the fifteenth day of November and the fourteenth day of the following February inclusive.

5. Notwithstanding anything contained in this Ordinance, it shall be lawful for any traveller or other person in circumstance of pressing necessity to kill buffalo to satisfy his immediate wants.

6. In order to convict any person of unlawfully killing buffalo, it shall be sufficient to prove that such person was one of a party accessory to such killing; and taking the life of each and every buffalo unlawfully killed shall be deemed a distinct and separate offence.

7. Every person convicted of an offence against any of the foregoing provisions of this Ordinance shall be liable for each and every offence to a fine not exceeding one hundred dollars, with costs of prosecution, and in default of payment to be imprisoned for a term not exceeding three months.

8. When any offence is committed against this Ordinance, it shall be the duty of any Sheriff, Policeman, Constable, sub-Constable, or other peace officer, upon view thereof or upon the information of any two persons, who shall declare their names and places of abode, to forthwith arrest such offender by the authority of this ordinance, and without further warrant to bring him before a Judge, Stipendary Magistrate, or Justice of the Peace to be dealt with according to law.

9. Every offence against any of the sections of this Ordinance may be prosecuted in a summary manner, before any Judge, Stipendary Magistrate, or Justice of the Peace.

10. One-half of any pecuniary penalty recovered under this Ordinance shall be paid to the informer.

11. This Ordinance shall come into force on the first day of June, in the present year one thousand eight hundred and seventy-seven.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March, A.D., 1877, which I certify.

(Signed) A. E. FORGET,  
C. C., N.-W.T.

No. 6 OF 1877.

## AN ORDINANCE RESPECTING MASTERS AND SERVANTS.

*(Passed 22nd March, 1877.)*

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. Every contract of hire for personal service for any period more than a year shall be in writing, signed by the contracting parties.

2. Any person engaged, bound or hired, whether as a clerk, journeyman, apprentice, servant, labourer, or otherwise, howsoever guilty of ill-behaviour, drunkenness, refractory conduct or idleness, of absenting himself by day or night, without leave, from his proper service or employment, or from the house or residence of his employer, of refusing or neglecting to perform his just duties, or to obey the lawful commands of his master, of dissipating his employer's property or effects, or of any unlawful act that may effect his employer's interests, shall, upon being convicted of any or either of the said offences, before any Judge, Stipendiary Magistrate or Justice of the Peace, for every such offence forfeit and pay such sum of money not exceeding forty dollars, as to the said Judge, Stipendiary Magistrate or Justice of the Peace seems meet, together with costs of prosecution, and in default of payment thereof forthwith be imprisoned for any period not exceeding two months, unless the fine imposed and costs, together with the costs of commitment and conveying such person convicted to the place of imprisonment be sooner paid.

3. Any person convicted before any Judge, Stipendiary Magistrate, or Justice of the Peace of harbouring or concealing any apprentice or servant who has deserted his master's service, or of instigating any such apprentice or servant to desert such service, or of keeping such apprentice or servant in his service after being notified or informed of the fact, shall be liable to the same penalties as are enacted in the next preceding section of this ordinance.

4. It shall be lawful for any Judge, Stipendiary Magistrate or Justice of the Peace, on complaint on oath by any employee or other servant of ill-usage, non-payment of wages (not exceeding two months' wages, the same having been first demanded), or improper dismissal by his master or employer, to cause such master or employer to be brought before him, and upon the proof, to his satisfaction, of the complaint being well founded, to order such complainant to be discharged from his engagement, and to order such master or employer to pay such complainant one month's wages in addition to the amount of wages then actually due him, not exceeding two months' wages as aforesaid, together with the costs of prosecution, the same to be levied by distress and sale of the offender's goods and chattels, and in default of sufficient distress to be imprisoned for any term not exceeding two months, unless the said moneys and costs be sooner paid.

5. The provisions of this Ordinance shall be held to apply in the North-West Territories to contracts and agreements made at any place outside the same.

6. On the trial of any complaint made under this Ordinance, the complainant and accused shall be admitted to give evidence.

7. Nothing in this Ordinance shall in any wise curtail, abridge or defeat any civil or other remedy for the recovery of wages, or damages, which employers or masters may have against servants or employees, or which servants or employees may have against their masters or employers.

8. Prosecution for offences under this Ordinance shall be commenced within six months after the offence has been committed, and not after.

A true copy of ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed)

A. E. FORGET,  
C. C., N.-W.T.



No. 7 of 1877.

## AN ORDINANCE RESPECTING FERRIES.

*(Passed 22nd March, 1877.)*

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. It shall be lawful for the Lieutenant-Governor, at any time, to establish one or more ferries upon any of the rivers in the North-West Territories, and to issue licenses to any person or persons for any period not exceeding three years, granting the exclusive right to ferry over same, during the time, at the place, and within the limits specified and described in such license, and upon such terms, including the amount to be paid for such license, and the security to be given, and such other arrangements as may to him seem just.

2. The Lieutenant-Governor shall express and define in each license so granted, as above, the maximum rate of tolls or rates, on payment of which persons and personal property shall be ferried over the river to which such license applies; the kind and size of vessels to be used in such ferrying; the hours during which the person holding such license shall be prepared to, and shall, ferry over persons and property, without delay.

3. It shall be the duty of every person holding a ferry license to keep at all times posted up in a conspicuous place on either side of the river, as near as possible the place of departure of such ferry, a schedule or clear statement, certified by the Clerk of the North-West Council, shewing the ferry rates and the hours of crossing.

4. Upon any person holding a ferry license being convicted before a Stipendiary Magistrate or Justice of the Peace of violating any of the terms or conditions of his license, or of insulting or otherwise ill-treating any person travelling over, or desiring to travel over, or use such ferry, or wilfully injuring or damaging any property in transit across such ferry, shall forfeit his license and be liable, in addition to such forfeiture, to a fine not exceeding one hundred dollars and costs of prosecution, and on non-payment thereof to be imprisoned for any period not exceeding two months, unless the fine and costs be sooner paid.

5. No such conviction shall bar the ordinary civil remedies for damages in favor of the person upon whose complaint such conviction took place.

6. Every vessel used for ferrying, as aforesaid, shall at all times be subject to the inspection of any person appointed for that purpose by the Lieutenant-Governor, and if at any time a person holding a ferry license fails to comply with the written directions of the inspecting officer, either by neglecting to repair, or not removing a vessel condemned, and providing a suitable vessel, within the time specified in such directions, such license shall be forfeited.

7. If any person unlawfully interfere with the rights of any licensed ferryman by taking, carrying and conveying within the limits of such ferry across the river on which the same is situate any person or personal property in any vessel or on any raft or other contrivance, for hire or reward, or hinders or interferes with such licensee in any way, or unlawfully does, or assists in doing, any act or thing by which the tolls and profits of such licensee are in any way lessened, such persons shall, on conviction before a Stipendiary Magistrate or Justice of the Peace, be liable to the same penalties as are enacted by the fourth section of this ordinance.

8. If any person using such ferry refuses to pay the proper tolls or rates chargeable, for ferrying himself or his property, the person holding the license of such ferry may forthwith seize any property in possession of the offender, then being ferried, and hold the same; and on conviction before a Stipendiary Magistrate or Justice of the Peace of non-payment as aforesaid, such offender shall be liable to the

penalties hereinbefore specified; for payment of which fine, and the tolls unpaid, and the costs of prosecution, the property so seized shall be liable for sale under a distress warrant.

9. Proceedings for penalties under this Ordinance shall be summary.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,  
C. C., N.-W.

No. 8 of 1877.

AN ORDINANCE FOR THE PREVENTION OF PRAIRIE AND  
FOREST FIRES.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories by and with the advice and consent of the Council thereof, as follows:—

1. Any person who kindles or is party to kindling a fire in the open air in any part of the said Territories, except for actual camp purposes or to protect buildings, stacks or other like property in danger of being destroyed by running fires or for clearing lands in the months of December, January, February, March, or April by burning log heaps sufficiently separated from surrounding brushwood or other inflammable material to prevent the fire from spreading, shall, on conviction thereof, pay a fine not exceeding one hundred dollars with costs of prosecution, and in default of payment be imprisoned for a term not exceeding six months.

2. Any person who kindles or is party to kindling a fire in the open air for any of the purposes allowed in the next preceding section, and who neglects taking effectual means to prevent such fire from running at large, or to extinguish it after such purpose has been served, shall, on conviction, be liable to a fine not exceeding fifty dollars, with costs of prosecution, and in default of payment to be imprisoned for a term not exceeding three months.

3. Nothing in this Ordinance shall bar or prevent the owner of private property from recovering damages from any offender against the first and second sections of this ordinance.

4. Prosecutions under this Ordinance shall take place in a summary manner.

5. It shall be the duty of all police and other peace officers upon view of an infraction of any of the enactments of this ordinance, forthwith to arrest the offender by the authority of this ordinance, and without further warrant bring him before a Judge, Stipendiary Magistrate Justice of the Peace, to be dealt with according to law.

6. In prosecutions upon information under this ordinance whereby conviction is secured and a fine paid or collected, the informer shall be entitled to receive one-half of the said fine.

7. This Ordinance shall come into operation on the first day of July, in the year one thousand eight hundred and seventy-seven; and on and from the said first day of July, one thousand eight hundred and seventy-seven, the Act passed by the late Council of the North-West Territories, intituled "An Act for the Prevention of Prairie and Forest Fires in the North-West Territories, of the Dominion of Canada," shall have no force or effect within the limits of the North-West Territories, as now by law defined.

A true copy of Ordinance, passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,  
C. C., N.-W. T.

No. 9 of 1877.

**AN ORDINANCE RESPECTING THE LICENSING OF BILLIARD AND OTHER TABLES, AND FOR THE PREVENTION OF GAMBLING.**

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. No person shall carry on in the North-West Territories any of the callings hereinafter mentioned without first having obtained a license for that purpose, which license the Commissioner of Police serving in the Territories is hereby authorized to issue on payment of the annual fees following:—

- (1.) Every billiard table keeper, for a single table, twenty dollars. For a second table, ten dollars.
- (2.) For every bagatelle, Mississippi, pigeon-hole, or other gaming-table or board with balls, ten dollars.

2. All licenses issued by the Commissioner of Police under the authority of this Ordinance shall expire on the thirtieth day of June next after the date of the issuing thereof.

3. The Commissioner of Police shall make half-yearly returns of all licenses issued by him under this ordinance to the Lieutenant-Governor, paying over to him, on account of the revenue of the Territories, all moneys received therefor.

4. Any person who shall, without having first obtained a license, carry on any of the callings, or allow to be used for the purpose of play thereon any of the tables or boards hereinbefore named, shall be liable, on conviction before a Stipendiary Magistrate or Justice of the Peace, to a fine, for every such offence, of not less than one year's license fee, nor exceeding one hundred dollars, with costs of prosecution, and on non-payment thereof to be imprisoned for any term not exceeding three months, one-half of which fine shall be payable on collection thereof to the informer.

5. Every description of gaming, and all playing of faro, cards, dice, or any other game of chance with betting or wagers for or stakes of money, or other things of value, and all betting and wagering on any such games of chance is strictly prohibited and forbidden in the North-West Territories, and any person convicted before a Stipendiary Magistrate or Justice of the Peace of playing at or allowing to be played at or on his premises, or assisting or being engaged in any way, in any description of gaming as aforesaid, shall be liable to a fine, for every such offence, not exceeding one hundred dollars, with costs of prosecution, one-half of which fine shall, on collection, be payable to the informer, and on non-payment of such fine forthwith after conviction be imprisoned for any time not exceeding three months.

6. In order the more effectually to repress the offences specified in this Ordinance, every commissioned officer, and every constable of the police force serving in the Territories, is hereby authorized (by force, if necessary,) to enter any suspected place to arrest therein on view any person or persons found committing any of the offences aforesaid, and bring him or them before a Stipendiary Magistrate or Justice of the Peace, to be dealt with according to law, and also to seize any tables and other instruments and money and securities for money used in contravention of this ordinance (except tables the subject of annual licenses as aforesaid,) and the Stipendiary Magistrate or Justice of the Peace shall, upon conviction of an offender under this ordinance, order the said tables and other instruments to be forthwith destroyed, and the money so seized as aforesaid to be forfeited and applied towards the revenue of the North-West Territories.

7. This Ordinance shall come into operation and take effect on and after the first day of July of the present year, one thousand eight hundred and seventy-seven.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed)

A. E. FORGET,

C. C., N. W. T.

No. 10 OF 1877.

## AN ORDINANCE RESPECTING THE ADMINISTRATION OF JUSTICE.

*(Passed 22nd March, 1877.)*

Whereas it is expedient to provide for the Administration of Justice in the North-West Territories;

Be it therefore enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

## JUDICIAL DISTRICTS.

1. There are hereby formed in the North-West Territories, three Judicial Districts, to be known and distinguished respectively by the names, and comprised within the limits following:—

(1). "The Saskatchewan District" shall comprise all of the Territories bounded on the west, south and west by Alaska and British Columbia; and on the south-west, south and south-east, by the Red Deer River, the South Branch of the River Saskatchewan, and the River Saskatchewan, from the junction of the two branches thereof, until the said river strikes the District of Keewatin, on the east by Keewatin, and on the northern boundary of the territories;

(2). "The Bow River District" shall comprise all the Territories bounded on the north by the Red Deer and South Branch of the Saskatchewan Rivers, flowing eastward until the one hundred and eighth meridian of west longitude is reached; on the east by the said one hundred and eighth meridian of west longitude; on the south by the southern boundary of the Territories, and on the west by British Columbia;

(3). "The Qu'Appelle District" shall comprise all of the Territories bounded on the east by the District of Keewatin and the Province of Manitoba; on the south by the southern boundary of the Territories; on the west by the one hundred and eighth meridian of west longitude, south of the South Branch of the River Saskatchewan, and on the north-west and north by the South Branch of, and the main Saskatchewan River.

2. For each of the said judicial districts there is hereby constituted a court of civil and criminal jurisdiction, each of which shall have a seal to be approved of by the Lieutenant-Governor, and every process shall be sealed or stamped with the seal of the court from which it is issued.

3. The officers of the said courts and the records thereof, shall be kept respectively as follows:—

In the Saskatchewan District, at Battleford;

In the Bow River District, at Fort McLeod;

In the Qu'Appelle District, at Qu'Appelle Lakes.

Provided always that the Lieutenant-Governor may, if found more suited to the convenience of suitors, by order, transfer any of the said offices to some other locality.

## JURISDICTION.

4. Subject to the provisions of "The North-West Territories Act, 1875," and any amendments thereto at any time or times, or any other Act of Parliament of Canada made or passed, the said courts shall respectively have jurisdiction over all matters of civil and criminal law and equity, all matters of wills and intestacy, and shall possess such powers in relation to local jurisdiction within their respective judicial districts, as in the Province of Ontario are vested in and distributed among the several Courts of Law and Equity and the Surrogate Courts.

## CLERKS.

5. The Lieutenant-Governor shall have the power, unless exercised by the Governor-General, under the provisions of section sixty of the "North-West Territories Act 187" of appointing a clerk for each of the said courts, and providing for his remuneration.

6. Every Clerk before assuming the duties of his office, shall, before the Lieutenant-Governor or a Stipendiary Magistrate take the oath of allegiance and the oath of office prescribed by form A of the appendix at the end of this ordinance, and give the security of at least two sureties, to be approved of by the Lieutenant-Governor, in five hundred dollars each, such security to be by covenant, in the form B of the appendix at the end of this ordinance, one duplicate of which covenant and the oaths aforesaid, shall be filed in the office of the Clerk of the Council, and the other duplicate in the Registry Office for Deeds.

7. Such covenant shall be available to, and may be sued upon for any default, breach of duty or misconduct of any such Clerk, and a copy of every such covenant, certified by either the Registrar or Clerk of the Council, shall be received in Court as sufficient *prima facie* evidence of the due execution, and of the contents thereof.

8. If any surety, in any such covenant dies, or becomes insolvent, the Clerk for whom such person became surety, shall, within one month after the happening of such death or insolvency, give fresh security in the same manner as hereinbefore provided.

9. Each Clerk shall reside within a convenient distance of the Court Office, and shall attend at such office on all days, except legal holidays, between ten in the forenoon and four in the afternoon.

10. Each Clerk may, from time to time, when prevented from acting by illness, absence or unavoidable accident, appoint a Deputy Clerk to act for him, with all the powers and privileges, and subject to the like duties as such Clerk; and such Clerk and his sureties shall be responsible for all the acts and omissions of the Deputy.

11. The duties of the Clerk shall be:—

(1.) In Civil matters

(a) To receive all complaints and other papers required by suitors to be filed in court.

(b.) On payment of the proper fees, to issue all writs of summons, warrants, subpoenas, precepts, writs of execution and other documents rendered necessary or requisite for the effectual disposition of such matters; tax, costs, enter judgments, and register all judgments and orders pronounced, given and made; keep an account of all fines, fees and money payable or paid into court, and of all suitors' money received by him as such clerk, entering each sum in a proper cash book to be kept for such purpose.

(c) To keep a record or docketbook in which shall be entered regularly, under separate headings all the proceedings taken in any suit, all moneys received and paid out, and the persons to whom, and by whom the same have been paid, which book shall be accessible at all times to suitors and the public.

(2.) In Criminal matters:—

To receive from all Judges, Stipendiary Magistrates and Justices of the Peace, whose duty it shall be to transmit the same to him without delay, all proceedings had before them against persons committed for trial in Judicial District on criminal charges, and generally to do, execute and perform all such acts and functions in relation to criminal matters in the Judicial District, as would, under the laws in force in the Territories, be performed by Clerks of the Peace, in the Province of Ontario.

(3.) To do and perform all such other acts and duties as for the due administration of Civil and Criminal Justice, in the Territories, may, from time to time, be by Ordinance, or order of the Lieutenant-Governor imposed on such Clerks.

4. To make a return on the first day of the months of January, April, July and October in each year, verified by his oath, (which oath shall be taken before a Judge, Stipendiary Magistrate, or Justice of the Peace) to the Lieutenant-Governor, in such form as he may order, shewing all proceedings had in his office, civil as well as criminal, or before the court at any sitting thereof held, as also all moneys received and paid out, (specifying the parties by, or to whom, and the purpose) during the three months then next preceding, keeping a duplicate thereof similarly verified on file in the Court office.

## PROCEDURE IN CIVIL MATTERS.

12. The Clerk, on receiving from any person (who will thereafter be styled the Plaintiff), a plain statement in writing of his complaint or cause of action, or particulars of his claim in the form of an account, and in case of a trespass or wrong, a like plain statement of the trespass or wrong complained of, with the amount of damages claimed, against any other person, (thereafter to be styled the defendant) together with the places of residence, temporary or otherwise, of both parties, shall file the same in his office, and issue a summons in the form C of said appendix, and (making as many copies of the same as there are defendants, with a clear copy of the complaint or demand attached to the original summons and each copy) transmit or deliver the same to the proper officer for service and return, personal service of which summons shall be made not less than twenty days before the sitting of the court named in the summons.

13. On receiving a return of such summons with certificate of personal service upon the defendant, in the form D of the said appendix, the Clerk shall file away the same and enter the case upon a schedule, to be regularly kept in his office, and called, "The Court List."

14. All periods and places for the holding of the said court, shall be advertised by the said Clerk, in the most public manner possible, and at all sittings, the Clerk shall be in attendance with the court list, and all the original papers on file in his office, in any cases named in such list.

15. The Clerk shall, on payment of the proper fees, fill up and issue such writs of subpoena, and copies as may be required by suitors; he shall also, in criminal cases, issue necessary subpoenas, and transmit the same for service in advance of any such sitting.

16. Any suit may be entered and tried in the court holden in the Judicial District where the cause of action arose, or in which the defendant or one of several defendants resides or carries on business at the time the action is brought.

17. But if a defendant be served with process in a district other than that in which the suit is entered, the case shall not be heard unless such service be effected not less than thirty days before the court is held, or unless the Defendant appears and consents thereto.

## TRIALS.

18. The officer commanding the police force, stationed at or nearest the place where the sittings of the court are held, shall have and keep in attendance, during such sittings, a sufficient number of police, who during such period shall be subject to the order of the Judge or Stipendiary Magistrate presiding at such sitting, to preserve due order and decorum.

19. A plaintiff failing to attend the trial of his cause may, unless sufficient excuse to the satisfaction of the presiding Judge or Stipendiary Magistrate be shown, or appearing and failing to establish his case, be non-suited, and on a defendant failing to appear on a trial without sufficient excuse to the Judge or Stipendiary Magistrate be given, the plaintiff may proceed in his absence.

20. Trials may be postponed on the application of either party or sufficient grounds therefor being shown to the presiding Judge or Stipendiary Magistrate on such terms as to the payment of costs or otherwise as may be ordered.

21. The Judge or Stipendiary Magistrate shall in each case tried by him make and deliver a written judgment, and the same shall be regularly filed by the Clerk, and in cases whereby law appeals are allowed, he shall return to the Clerk the evidence taken on such trials.

22. Whenever from illness or other casualty, the Judge or Stipendiary Magistrate appointed to hold a court fails to attend at the time appointed therefor, the Clerk, at five o'clock in the afternoon of the day so appointed, shall adjourn such sitting by proclamation to some hour on the following day, to be by him named, and so on from day to day, (but not exceeding six days), until the Judge or Stipendiary Magistrate who is to hold such sitting as aforesaid is able to hold the same, or until he receives

other directions from such Judge or Stipendiary Magistrate; but, if after the expiration of the said period of six days the said Judge or Stipendiary Magistrate has not arrived or be still unable to attend, he shall adjourn the court to the next regular sitting of the same, and the Clerk, on making any such adjournment, shall, forthwith notify the Lieutenant-Governor thereof.

#### APPEALS.

23. In civil cases where by-law appeals are authorized any suitor desiring to appeal may do so at any time before execution of judgment by leaving with the Clerk a notice of appeal and furnishing such security as the Judge or Stipendiary Magistrate who tried the case may direct.

24. Upon such security being given, all the original papers, including the evidence taken, exhibits filed, and judgment or decision given, shall be without delay by the Clerk to the Court of Appeal.

25. Pending such appeal, all proceedings in the original case shall be stayed.

26. On any judgment in appeal being pronounced, such proceedings shall be taken by the Clerk as will carry into effect the orders made by the Court in Appeal.

27. In any criminal case in which appeal is allowed by law, and in which the person convicted gives notice of his intention and desire to appeal, the Clerk shall transmit all papers relating to such case together with the evidence taken on the trial and judgment returned to such Clerk, to the Court of Appeal, and pending appeal and judgment thereon, sentence pronounced on such convicted person shall not be carried out, and on such judgment in appeal being given, the same shall be carried into effect either by new trial or otherwise as directed by the Court in Appeal.

28. Judgments of the Court shall be entered by the Clerk making up a judgment paper following the form E of the Appendix at the end of this ordinance, according to circumstances and also entering the same in the Docket or Record Book, and such entry shall be a good and sufficient judgment and record thereof.

#### EXECUTIONS.

29. In case of non-payment of the amount of any judgment or some part thereof at or immediately after the entry of the same or as directed by the Judge or Stipendiary Magistrate who tried the case, the Clerk shall, at the request of the party in whose favour the said judgment has been entered, issue a writ of execution in the form F of said Appendix for the levying of the amount due on the said judgment and costs, by distress and sale of the goods and chattels, and personal property (not exempt from seizure thereunder) of the party against whom the said judgment has been so entered.

30. Such execution shall be in force twelve months from the date of the issue thereof, but no sales of personal property seized thereunder, shall be made without such sale being advertised for at least ten days by public notice thereof, describing the property to be sold, in not less than three public places in the neighbourhood.

31. Upon a return of any execution against goods and chattels *nulla bona*, the party in whose favour the same is issued may, if over three dollars of his judgment remains unsatisfied, have an execution against the lands and tenements of the judgment's debtor for such balance, in the said form F, but no sales of any lands or interest therein shall be made until after six months from the date of such execution nor until three months' notice of such sale has been posted in a conspicuous place in the clerk's office, and at the police-station nearest the land intended to be sold, and on the said land.

32. Goods, chattels, personal property, lands and interest therein shall be bound by the issue of executions against the same respectively.

#### MISCELLANEOUS.

33. The Lieutenant-Governor may, from time to time, fix the allowances and salaries payable to all officers and officials performing any services in connection with the court.

34. Witnesses attending the trial of any cause whether subpoenaed or not, shall be entitled to receive one dollar for every day's absence from their homes, or occupation; thereby necessarily taken, with ten cents mileage for every mile travelled in going to, or returning from the court, and the Clerk on entering final judgment shall add to the costs on taxation such sum for witness fees, as also such allowance to either suitor, not exceeding regular witness fees, as shall be certified by the Judge or Stipendiary Magistrate who tried the cause.

35. Minors may sue for wages in the same way as if of full age.

36. As far as possible, consistently with the circumstances of the country the laws of evidence and the principles which govern the administration of justice in the Province of Ontario shall obtain in the courts; but in all cases the evidence of non-Christian Indian witnesses shall be admissible, taken in conformity with section 74 and 78 of "The Indian Act, 1876" of Canada, which sections are hereby declared to be part and parcel of this ordinance.

37. Towards the maintenance of the court fees, in accordance with Schedule G in the Appendix, shall be payable to the Clerk by suitors in advance on the several proceedings named in the said Appendix, including a sufficient sum to cover mileage fee to execute process; and all moneys of such fund shall be accounted for quarterly to the Lieutenant-Governor and paid over, as may, by order of the Lieutenant-Governor, be directed.

38. Except subpoenas all processes of the court shall be executed and served by the Sheriff or some member of the police force, serving in the territories, or such other person as may from time to time be authorized by a Judge or Stipendiary Magistrate.

39. Subpoenas (as in form H in said appendix) may be served by any literate person.

40. All male persons over twenty-one years of age, resident in the Territories, shall be jurors, and liable to serve as such on the trial of any civil or criminal case, on the order of the Judge or Stipendiary Magistrate presiding at such sittings of the court at which the said case is set for trial; and it shall be the duty of the Clerk, previous to each court sitting, to ascertain the names of all jurors within fifty miles of the place of such sitting, and deliver to the Judge or Stipendiary Magistrate at or before the opening thereof, a list of such names, from which shall be drawn, by ballot, by the presiding Judge or Stipendiary Magistrate (in the event of there being any cases to be tried at such court by jurors) a sufficient number of jurors for trial of the same.

41. Any person who, after being served with an order to attend any sittings of the Court as a juror, neglects or refuses to attend in obedience to such order, shall be liable to a fine not exceeding forty dollars, or to be imprisoned for any term not exceeding ten days, to be imposed by the said Judge or Stipendiary Magistrate.

42. Every person, proved in open court, to have been served with a copy of a subpoena, and to whom at the same time a tender of his lawful expenses is made, who refuses or neglects without sufficient cause to obey the subpoena; and every person in Court called upon to give evidence, who refuses to give evidence, shall pay such fine not exceeding twenty dollars, as the Judge or Stipendiary Magistrate presiding at the sitting of the said court, at which the cause wherein such person is required as a witness, may impose, and in default of payment of such fine be imprisoned for any time not exceeding ten days.

43. If any person wilfully insults a Judge or Stipendiary Magistrate, presiding or sitting in court as such, or interrupts the proceedings of the court, the police in attendance shall forthwith, by verbal direction of such Judge or Stipendiary Magistrate take, such person into custody, and the Judge or Stipendiary Magistrate may impose on the offender a fine not exceeding fifty dollars, and in default of immediate payment may, by warrant, order the offender to be imprisoned for any period not exceeding twenty days, unless such fine and the costs attending such commitment be sooner paid.

44. If any officer or person, while in the execution of any duty imposed upon him by virtue of this Ordinance be assaulted, or if any rescue be made or attempted



to be made, of any property seized under any process of the court, the person so offending, on conviction before a Judge, Stipendiary Magistrate or Justice of the Peace, shall be liable to a fine not exceeding one hundred dollars, or to be imprisoned with or without hard labour for any term not exceeding thirty days; and any peace officer may, in such case, take the offender into custody with or without warrant and bring him before any Stipendiary Magistrate or Justice of the Peace to be dealt with under this section.

45. Fines imposed under the authority of this Ordinance at any sittings of the court may be enforced upon the order of the Judge or Stipendiary Magistrate presiding thereat in like manner as any judgment.

46. Prosecutions for anything done under authority of this Ordinance must be commenced within three months after the fact committed.

47. All moneys recovered or arising from any source under this ordinance shall be paid over immediately after receipt thereof to the Clerk, to be by him accounted for as herein provided.

48. In case of a debt or demand against two or more persons partners in trade or otherwise jointly liable, service of process on one or more of whom cannot be effected, the Clerk, at the request of the plaintiff, may place such case on the "Cause List," and the Judge or Stipendiary Magistrate holding the court for trial of such cause list may, at the plaintiff's request, strike out the name or names of the defendants not served, and dispose of the case on its merits.

49. Until regular gaols or lockups have been established in the North-West Territories for confining persons sentenced to imprisonment under the provisions of this or any other ordinance or law, such imprisonment may be directed to be enforced at any of the police stations in the said Territories; and the Commissioner of Police is hereby authorized to make rules and regulations for enforcing order and discipline, and for fixing the rations and sustenance of prisoners, which rules and regulations having been approved of by the Lieutenant-Governor, shall have the force of law.

50. During the lives of the parties to a judgment or any of them, execution may issue at any time within six years from the recovery of such judgment without a revival thereof; but no execution or other process shall issue on a judgment more than six years old, without the leave of a Judge or Stipendiary Magistrate in writing; but no notice to the party against whom such execution is sought previously to applying for such leave shall be expressed on the execution "issued by leave of

51. Any judgment in case of the death of the parties entitled thereto, or liable thereon, may be revised by the parties claiming to be entitled to have execution thereon, by suing out an ordinary summons, the claim or demand attached to which shall be for the revival thereof, and shew briefly the grounds on which such revival is sought, and thereupon the like proceedings shall follow as in other cases entered in the Court.

52. Where one or more of several plaintiffs or defendants shall die before judgment, the action shall not abate, if the cause of action survive, to or against the surviving party.

53. Where one or more of several plaintiffs or defendants shall die after judgment, proceedings thereon may be taken by the survivors or survivor without leave of the court.

54. In any case in which the claim or demand of the plaintiff is for the recovery of the possession of real estate, upon judgment for the plaintiff, the same shall be executed by the Clerk issuing a writ of "*Habere facias possessionem*" in the form I. of the appendix to this ordinance, but the person against whom such writ is issued shall not be turned out of possession until after fifteen days' notice to remove therefrom has been given him by the officer charged with the execution of such writ.

55. Writs of execution of every description, and writs of attachment directed to the Commissioner of Police serving in the Territories, may be executed by any

commissioned officer or constable of the force without the special warrant of the Commissioner, and may be executed anywhere in the said Territories.

56. *Alias* and *Pluries* writs of summonses and execution may be issued in all cases.

ABSCONDING DEBTORS.

57. In case any person being indebted in a sum of not less than twenty dollars for debt or damages arising upon any contract expressed or implied, or upon any judgment,—

(1). Absconds from the North-West Territories, leaving personal property liable to seizure under execution for debt in the said Territories; or

(2). Attempts to remove such property out of the Territories or keeps concealed to avoid service of process, the Clerk, upon receiving an affidavit made before any Justice of the Peace, or before himself, by any creditor of such person, or his agent, of the nature and amount of such indebtedness, and that such debtor has absconded, attempted to remove property or keeps concealed as aforesaid, the Clerk shall issue a warrant or writ of attachment under the seal of the Court in the form J. of said appendix, directed to the Sheriff, or to the officer commanding the police force of the station at or nearest to which the said property is described by the creditor in his affidavit to be, commanding him to attach, seize, take and safely keep all the personal property and effects of such debtor liable to seizure under execution, or a sufficient portion thereof to secure the claim sworn to and costs, and to return such warrant to the Clerk.

58. If no summons has previously issued, the issue of such attachment shall be considered the commencement of the action, but no further proceedings shall be had (except in the case of perishable goods) until thirty days after the return to the Clerk of the said warrant, a copy of every such warrant or writ of attachment shall be served on the debtor against whose effects the same is issued at the time of making any seizure thereunder, or as soon thereafter as such service can be effected, if the said debtor can be found; but if such personal service cannot be effected, a copy thereof shall be left with some grown up person resident at the place where such seizure is made, or, if no person is resident, posted in a conspicuous place on the premises.

59. With the return of any such warrant or writ of attachment, the officer charged with the execution thereof, shall transmit, annexed thereto, an inventory of the property seized, and the value thereof, according to the best of his judgment, and a certificate of the manner in which service of such writ has been effected, whereon the case shall be entered on the court list for trial and proceedings conducted to judgment and execution as in ordinary cases.

60. Upon the seizure of any property under the warrant hereinbefore described, the person against whom the same was issued, may have the said property returned to him upon giving to the seizing officer or the Clerk, good and sufficient security for such debt as the plaintiff may establish on the trial, and costs of suit incurred to that time, or paying the same.

61. In case several warrants of attachments issue against the same person, the proceeds of the property seized shall be distributed *pro rata* upon the judgments obtained at the time of such distribution; but no such distribution shall be made until after the sittings of the court next following the first judgment, provided there be at the last named period other warrants of attachment outstanding, the time for disposing of which have not arrived.

62. Where a warrant of attachment has been issued at any time after personal service of a summons upon the defendant, the cause shall be proceeded with, as if no such warrant had been issued.

63. If on trial of any case in which a warrant of attachment has been issued, it appears on proof, to the satisfaction of the presiding judge or stipendiary magistrate that the creditor who sued out such warrant had not reasonable cause for taking such proceedings, he shall recover no costs of his suit.

64. Horses, cattle and perishable goods may, at the written request of any attaching creditor, and upon his furnishing sufficient indemnity, be sold by the seizing officer on ten days' public notice being given in the same way as notices of sale under executions against personal property, the proceeds being paid over to the Clerk immediately after such sale.

## GARNISHEE.

65. Whenever any debt or sum of money, not being a claim strictly for damages, is due and owing to any party from any other party, either on a judgment of the court or otherwise, and any debt is due or owing to the debtor from any other party, it shall be lawful for the party to whom such first mentioned debt or sum of money is so due or owing (hereinafter designated the primary creditor) to attach and recover, in the manner herein provided, any debt due or owing to his debtor (hereinafter designated primary debtor) from any other party (hereinafter designated the garnishee) or sufficient thereof to satisfy the claims of the primary creditor, subject always to the rights of other parties to the debts owing from such garnishee.

66. Provided always, that wages or salary due a mechanic, labourer, servant, clerk or other employe, shall only be attachable for any excess thereof over fifty dollars.

67. Proceedings under the next preceding section shall be by summons in the form K of the said appendix, copies of which shall be served upon the garnishee, and on the primary debtor, unless such last named service be dispensed with on the hearing, and the proceedings thenceforward shall be the same as in ordinary cases in the court, the garnishee having all the rights and privileges of a defendant, but execution shall not issue upon any judgment had against the garnishee for a larger amount than the amount owing by him to the primary debtor, and costs of suit, or until the amount so owing has (between the garnishee and primary debtor) become due and payable.

68. Service of such summons upon the garnishee shall have the effect (subject to the rights of other parties) of attaching and binding in his hands all debts then owing from him to the primary debtor, or sufficient thereof to satisfy such primary creditor's claim, and a payment into the court by the garnishee of the debt so attached to the extent of the primary creditor's claim, shall be a discharge to that extent of the debt owing by the garnishee to the primary debtor, and any payment by the garnishee after service on him of such summons to any one other than the primary creditor, or into the court, as aforesaid, shall be void.

## INTERPLEADER.

69. When any claim shall be made to or in respect of any goods, chattels, moneys, securities or other property taken in execution, or attached under process from a court, or the proceeds or value thereof by any landlord for rent, or by any person not being a party against whom such process has issued, the officer charged with the execution of such process may apply, to the Clerk of the Court of the Judicial District in which such property has been so taken, and whether before or after any action has been brought against such officer, and sue out an interpleader summons in the form L of the appendix at the end of this ordinance, and such summons shall be a stay of any such action, and shall be served on the execution or attaching creditor and claimant, and shall be returned in such time and manner as a writ of summons in an ordinary action, and shall come on for hearing as in ordinary cases, and at regular sittings of the court.

70. In cases of interpleader the costs shall as a rule abide the event of the issue except the Judge or Stipendiary Magistrate presiding at the hearing shall otherwise order; and the costs of the bailiff or other officer in respect of the same, shall be costs in the issue; but in the first instance shall be paid to him by the execution or attaching creditors.

71. Pending the adjudication of any such claim, the bailiff or other officer may, upon proper security being given to him by bond or otherwise for the forth coming

and delivery to him of the property so taken or the value thereof when demanded, permit the claimant to retain possession of the same until there shall be final adjudication in respect of the same; but in every such case, it shall be competent for the said bailiff or other officer at any time he shall see fit to resume the actual and absolute possession and custody of the said property notwithstanding such bond or security.

## REPLEVIN.

72. Whenever any goods, chattels, or other personal property or effects have been wrongfully distrained or otherwise wrongfully taken or detained, the owner or other person capable of maintaining an action of trespass or trover, for such wrongful distress, taking or detention; may bring an action of replevin for the recovery thereof, and for the recovery of the damages sustained by reason of such unlawful caption or detention; but nothing herein contained shall authorize the replevying any property seized by the Sheriff or any other officer charged with the execution of any process issued out of the court.

73. Writs of replevin shall be issued by the Clerk of the court upon the plaintiff or his duly authorized agent making making an affidavit before the Clerk,—

(1.) Embodying a description of the property sought to be replevied and the value thereof to the best of the deponent's belief, and that the person claiming as the owner or is entitled to the possession of the said property;

(2.) Further stating if replevin be sought in the case of property distrained for rent, or *damage feasant*; that the property was taken under colour of a distress for rent or *damage feasant*, as the case may be;

(3.) Or in the case of property wrongfully taken out of the possession of the claimant or fraudulently got out of his possession, stating in addition to the particulars required by subsection one of this Section the time (which must be within three calendar months) and the wrongful or fraudulent manner in which the same was taken or gotten out of his possession, and such facts and circumstances as shew that the claimant is entitled to the possession of the property, and that an action of trespass or trover would not be a complete remedy.

74. Before the Clerk shall issue the writ which shall be in the form M of the said appendix, and shall describe the property as in the affidavit, he shall take a bond to himself with approved securities in double the value of the property to be replevied as stated in the affidavit and the writ, which bond shall be in the form N of the said appendix, and be assignable to the Defendant in the form O of the said appendix.

75. The Sheriff or other officer charged with the execution of any such writ, shall not serve the same upon the defendant until he has replevied the property described in the writ, or such part thereof as can be found, and in case the said Sheriff or other officer has good reason to suspect that the property to be replevied or any part thereof, is secured, contained or concealed in any dwelling-house, building or enclosure of the defendant or of any other person keeping or holding the same; and the said Sheriff or officer demands from the owner, occupier or other person in charge of the premises aforesaid, deliverance of the said property, and the same shall not be delivered upon such demand, he may, and if necessary he shall break open such premises, and enter and search the same for the purpose of replevying the property demanded, and if found therein replevy the same.

76. Upon replevy of the property described in the writ or such part thereof as can be found, the Sheriff or other officer having the writ as aforesaid, shall serve a copy of the same upon the defendant personally, if he can be found, otherwise by leaving a copy at his usual or last place of abode with his wife or some other grown person, being a member of his household or an inmate the place or house wherever the defendant resided or resides, or made or makes his home as aforesaid, and upon making such service as aforesaid, shall make return of the said writ to the Clerk of the Court and transmit annexed thereto a description of the articles replevied, and the value thereof to the best of his judgment, and if such description does not cover all the property named in the writ, the reason why he has been

unable to replevy the same; and he shall certify the manner in which the said writ has been served on the defendant, and the date and place of such service, and proceedings thereafter shall be as in ordinary actions.

77. Upon a verdict for the defendant or upon the plaintiff being non-suited, the defendant may proceed in his own name upon the bond as assignee thereof.

SURROGATE.

78. Application for the grant of probate or administration shall be made to the Clerk of the District, in which the deceased died leaving personal property, who shall forthwith bring the application before the Stipendiary Magistrate resident in his division, or if there be none, then before the nearest Stipendiary Magistrate.

79. Each Stipendiary Magistrate before whom any such application is brought, shall have powers to grant probate and administration similar to those possessed by Surrogate Judges in the Province of Ontario, on the first day of January, 1877, (excepting trials by jury.)

80. It shall be lawful for a Stipendiary Magistrate, on proof before him on oath, that the property of a deceased person is going to waste for want of a caretaker, to order possession thereof to be taken by some commissioned officer of the police force (the same being first inventoried), and to be kept until a representative of such deceased person has been duly appointed.

81. Upon the application of any infant or friend or friends of such infant residing within the Territories made to the Clerk of the District within which such infant is resident, and the filing of proof on oath, that such infant has no father living, or any legal guardian authorized by law to take care of his person and property, and that the mother is alive, or proof of her death, such Clerk shall forthwith transmit such application and proof to the Stipendiary Magistrate resident in his District, or if none resident, then the one nearest, who, having fixed a time for the hearing of such application, and the mother, if alive, and any other party interested been notified thereof through the Clerk, may appoint some suitable person or persons to be guardian or guardians of such infant, and upon a proper bond being given for the due care of and accounting for such infant's estate, to issue letters of guardianship to such person or persons.

82. The Rules and Forms in force and use in the said Surrogate Courts of Ontario, on the 1st day of January, 1877, shall, so far as are suited to the circumstances of the Territories, apply therein.

83. This Ordinance shall come into force and take effect on, from and after the 1st day of July, 1877.

A true copy of Ordinance, passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D. 1877, which I certify.

(Signed) A. E. FORGET,  
Chief Clerk, N. W. T.

APPENDIX OF FORMS AND SCHEDULE REFERRED TO IN THE  
FOREGOING ORDINANCE.

FORM A.—(Vide Section 6.)

I,  
that I will truly and faithfully perform the several duties of Clerk of the Court, to which I have been appointed, without fear,  
do swear,  
favour, or malice.  
So help me God.  
Sworn before me, at  
this day of  
in the North-West Territories,  
A.D. 18

FORM B.—( Vide Section 6.)

Know all men by these presents, that,  
We,

(Esquire ), and

of

(gentleman),

Do hereby jointly and severally for ourselves and each and every of our heirs, executors and administrators, covenant, and promise that

Clerk of the

Court, shall duly

account for, and pay over to the Lieutenant-Governor of the North-West Territories, and every other person whomsoever entitled to the same, all such fees and monies as the said

shall receive by virtue of the

said office of Clerk, and shall well and faithfully do and perform the duties imposed upon him as such Clerk by law, and shall not misconduct himself in the said office to the damage of any person being a party to any legal proceeding.

Nevertheless, it is hereby declared that no greater sum shall be recovered upon this covenant against the several parties hereto than five hundred dollars each.

Executed in duplicate this

day of

A.D. 18.

In presence of

[L. S.]  
[L. S.]

FORM C.—( Vide Section 12.)

CANADA :

NORTH-WEST TERRITORIES. }

Court.

In the Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.,

To of

You are hereby, as before or as often before as you were summoned (if summoned before) summoned, to be and appear at the sittings of this Court, to be holden at on the day of

A.D., 18 , at the hour of ten o'clock in the forenoon, to answer the claim of a copy of which claim is hereunto annexed.

And take notice in the event of your not so appearing, the said may proceed to judgment against you by default with costs.

Issued at in the A.D., 18  
North-West Territories, this day of

Clerk of the Court.

Case will not be heard unless service of the summons, at least twenty days before the sittings of the Court herein, or unless the parties consent thereto.

FORM D.—( Vide Section 13.)

(INDORSED ON FORM C.)

do hereby certify that I did on the

A.D. 18 , personally serve upon

I, named in the within summons, a copy of the said summons and claim thereto annexed.

And that to effect such summons I necessarily travelled miles.

Dated at this day of

A.D., 18

Constable of Division, N.W.M.P.

FORM E.—(Vide Section 28.)

CANADA:  
NORTH-WEST TERRITORIES. }  
In the

Court.

Between

and

Plaintiff.

Defendant.

Judgment for  
Witness fees allowed, \$  
Costs taxed, \$  
Total of judgment, \$

Clerk of the Court.

FORM F.—(Vide Section 29 and 31.)

CANADA, NORTH WEST TERRITORIES.

In the  
Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland,  
Queen, Defender of the Faith, &c., &c.  
To  
of the Police Force serving in the North West Territories.

Court

or the Commissioner

You are commanded that of the (goods and chattels and personal property), or  
(lands and tenements as the case may be) of  
the North West Territories, you cause to be made  
dollars and cents, which lately by the  
judgment of the said court recovered against him for  
And that you cause the said money, together with the fees for execution thereof, to  
be returned to the Clerk of the said Court, together with this writ, immediately  
after the execution thereof.

Issued at  
this day of  
A. D., 18

Clerk of the Court.

SCHEDULE G.—(Vide Section 37.)

TABLE of Fees referred to in the foregoing Ordinance.

	Where Claim is for.			
	Not exceeding \$100.	\$400.	\$1,000.	Over \$1,000.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Receiving each claim and issuing summons thereon and issuing every other process (except subpoenas), and entering every judgment.....	1 00	2 00	3 00	5 00
Every subpoena .....	0 50	1 00	1 00	1 00
Every copy of summons and every necessary copy of other process, including notice to each Juror to attend Court .....	0 25	0 50	0 50	0 50
Every copy of subpoena.....	0 25	0 25	0 25	0 25
Hearing Fee in cases not actually contested.....	1 00	2 00	2 00	2 00
do in contested cases.....	2 00	4 00	6 00	10 00
Preparing and having executed every necessary bond.....	2 00	2 00	2 00	2 00
Making copies papers (per folio).....	0 15	0 15	0 15	0 15
do affidavits (each) .....	0 50	0 50	0 50	0 50
Certificate, with Seal of Court.....	0 50	0 50	0 50	0 50
Every search by any person not a suitor, unless the same is over one year old.....	0 25	0 25	0 25	0 25

SCHEDULE G. Continued.

Preparing and transmitting Civil Case for appeal.....	\$10 00
Preparing papers for Probate of Will or letters of Administration and issuing the same,—	
If estate sworn under \$500.00.....	10 00
If over \$500.00 and under \$1,000.00.....	15 00
If over \$1,000.00 and under \$5,000.00.....	20 00
If over \$5,000.00 ..	30 00
And the actual cost of every advertisement.	

SERVICE FEES.

Fee for every service of process.....	50
Fee for seizing or replevying property.....	2 00
Mileage, for every mile necessary travelled, in executing process or serving papers.....	15
Poundage on money realized under execution,—	
For the first \$1,000.00 two and a half per cent.	
On all over \$1,000.00 one per cent.	
Taking care of property, replevied or attached, such sum in each case, as the Judge or Stipendiary Magistrate may order.	

FORM H.—(Vide Section 39.)

CANADA, }  
NORTH-WEST TERRITORIES. }

In the

Court  
Defendant.

Plaintiff,

You and each of you whose names are written hereinunder, are hereby subpoenaed to be, and appear before this Court as witnesses for the on the trial of this cause at the sittings to be held at the day of A.D. 18 , and take notice that on failure to attend as aforesaid (without showing good cause therefor), you are severally liable to be fined twenty dollars, or to be imprisoned for ten days.

Issued at the day of  
A.D. 18  
To

Clerk of the Court.

FORM I.—(Vice Section 54.)

CANADA, }  
NORTH-WEST TERRITORIES. }

In the

Court

Victoria by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

To

Whereas recovered possession of said against lately by a Judgment of this Court at the suit of the You are commanded without delay to cause the said to have possession of the said property.



And you are also commanded that by the goods and chattles of the said  
 you cause to be made dollars award by the  
 said judgment to the said for costs of suit.  
 And in what manner you shall have executed this writ certify to this court  
 immediately after the execution thereof with this writ.  
 Issued at this day of  
 A.D. 18  
 To

Clerk of the Court.

FORM J.—(Vide Section 57.)

CANADA, }  
 NORTH-WEST TERRITORIES. }

In the Court  
 Victoria by the grace of God of the United Kingdom of Great Britain and Ireland,  
 Queen, Defender of the Faith, &c., &c.  
 To (the Sheriff of the North-West Territories)  
 command of the Police Force at  
 You are commanded to attach, seize and safely keep all the real estate and personal  
 property, credit and effects, together with all evidences of title, debts, books and book  
 or other documents, vouchers and papers belonging thereto or otherwise of  
 to secure and satisfy

a certain debt or demand of \$  
 (the sum sworn to) with his cost of action, and to satisfy the debt and demand of such  
 other creditors of the said as shall  
 duly (within the time by-law allowed) sue out their writs of attachment and prose-  
 cute the same to judgment.

And the said , is commanded that, unless he  
 appears at the sittings of the court to be held at , on  
 the day of , A.D. 18 , at ten o'clock  
 in the forenoon, to answer such claim, the said may  
 proceed to judgment and execution against him by de ault with costs, without any  
 further notice.

And we command you, the said , or police  
 officer (as the case may be), that so soon as you shall have executed this writ, you do  
 return the same with a certificate of your action thereunder.

Issued at this day of  
 , A.D. 18

Clerk of the Court.

N.B.—The case will not be heard unless service of this summons be made at  
 least twenty days before the sittings of the Court named here n, or unless the parties  
 consent thereto.

FORM K.—(Vide Section 67.)

CANADA, }  
 NORTH-WEST TERRITORIES. }

In the Court  
 Between  
 and Plaintiff and Primary Creditor.  
 and Defendant and Primary Debtor.  
 Garnishee.

You, the above named garnishee, and you, the above named primary debtor, are hereby summoned to appear at the Sittings of this Court to be holden at on the day of A. D. 18 at the hour of ten o'clock in the forenoon, to state and show whether or not you, the said garnishee, owe any and what debt to the primary debtor, and why you should not pay the same into Court to the extent of the claim set forth in the demand hereunto annexed. And take notice that in default of you so appearing, the plaintiff may proceed to judgment and execute against you, the said garnishee, to the extent of the plaintiffs claim with costs.

Issued at

A. D. 18

this

day of

*Clerk of the Court.*

N.B.—The case will not be heard unless service of the summons be made at least twenty days before the sittings of the Court named therein, or unless the parties consent thereto.

FORM L.—(Vide Section 63.)

CANADA, }  
NORTH-WEST TERRITORIES. }

In the

Between

Court

and

*Plaintiff.*

To

*Defendant.*

and

*Claimant.*

*Plaintiff.*

You, the said Claimant, are hereby summoned to appear at the sittings of this Court, to be holden at day of A.D. 18, at ten o'clock in the forenoon, touching a claim made by you, the said claimant to certain goods and chattles, to wit seized, or taken into execution, or under attachment (as the case may be) and in default of your then establishing such claim, the said goods and chattles will be sold, or the money, &c., paid and delivered over (if the question be about money) according to the exigency of the said process.

And you, the said Plaintiff are hereby notified that

hath made the claim aforesaid, to the goods and chattles (or as the case may be) seized and taken under the process of this action, and are hereby summoned to appear, and be at the sittings of this Court, at the place and hour aforesaid, when the said claim will be adjudicated upon, and such order' made thereupon as the Court shall deem fit.

Issued at

day of

this

A. D. 18  
*Clerk of the Court.*

N.B.—The case will not be heard unless service of this summons be made at least twenty days before the sittings of the court named therein, or unless the parties consent thereto.

FORM M.—( *Vide Section. 74.* )

CANADA.—NORTH—WEST TERRITORIES.

In the

Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland,  
Queen, Defender of the Faith, &c., &c.

To  
Sheriff of the North-West Territories.

To  
Commanding the police force in the North-West Territories.

You are hereby commanded without delay to cause to be replevied to  
his goods, chattles and personal property

following, that is to say

the said  
to be of the value of  
and which  
hath taken and unjustly detained (or unjustly detains as the case may be) as it is <sup>which</sup> <sup>alleges</sup> <sup>dollars</sup> <sup>said</sup> <sup>may</sup>

in order that the said  
have his just remedy in that behalf, and to summons the said  
to be and appear to answer the said complaint at the Court holden  
at on the day  
A. D. 18

Otherwise the said  
and execution against you by default with costs. may proceed to judgment

Issued at  
Territories this day of  
in the North-West  
A.D. 18  
Clerk of the Court.

N.B.—The case will not be heard unless service of this writ be made at least  
twenty days before the sitting of the Court named therein or unless the parties  
consent thereto.

FORM N.—( *Vide Section 74.* )

Know all men by these presents that we

of  
of and  
of are jointly and severally

held and firmly bound to  
the Clerk of the  
sum of Court in the  
dollars of lawful

money to be paid to the said Clerk, his successor in office or either of their assigns  
for which payment well and truly to be made we bind ourselves and each and every  
of us in the whole, our and every of our heirs, executors and administrators firmly by  
these presents sealed with our seals dated this

day of one thousand

eight hundred and  
The condition of this obligation is such that if the above bounden  
do prosecute his suit in the court with effect

and without delay against  
and unjustly detaining (or unjustly detaining as the case may be) of his goods, chattels  
and personal property that is to say for taking

(As in the Affidavit filed) and do make return of the property if a return thereof be adjudged and if the Plaintiff fails in his action, do and shall pay the defendant such damages as he shall sustain by reason of the issuing of the Writ of Replevin against the said defendant, then this obligation to be void, or else to remain in force

Signed, sealed and delivered }  
in presence of }

[L. S.]  
[L. S.]  
[L. S.]

FORM O.—(Vide Section 74.)

Know all men by these presents that I

Court at the request of the  
do hereby assign over to him

Clerk of the  
within named  
this Replevin Bond pursuant to the Statute in such cases made and provided

As witness my hand and  
seal of office, at  
the

day of  
A. D. 18

Sealed and delivered }  
in presence of }

[L. S.]

No. 11 of 1877.

AN ORDINANCE EXEMPTING CERTAIN PROPERTY FROM SEIZURE AND SALE UNDER EXECUTIONS.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. The following personal and real estate are by this Ordinance, declared free from seizure by virtue of all writs of execution issued by any Court in the Territories, namely:—

(1.) The bed, the bedding, and bedstead, the necessary and Ordinary clothing, one stove and pipe, one table, one spinning wheel, one weaver's loom, one axe, one saw, one gun, six traps, the net or seine and the necessary and ordinary kitchen and cooking utensils and table crockery belonging to and in the ordinary use of the debtor and his family;

(2.) One cow, two oxen, one horse, four sheep, two pigs, and food for the same, and the necessary food for the debtor's family for one month, if between the first days of May and November, and, during the residue of the year, three months;

(3.) The tools and necessaries and books used by the debtor in the practice of his trade or profession; if the debtor is a mechanic, to the value of one hundred dollars; but to the value of two hundred dollars if the debtor is a professional man or farmer;

(4.) The land cultivated or farmed by the debtor, but not exceeding one hundred and sixty acres, with the house, stables, barns and fences thereon.

2. The debtor shall be entitled to a choice from the greater quantity of the same kind of articles which are hereby exempted from seizure.

3. Nothing in this Ordinance shall exempt from seizure any article, except the food, clothing and bedding of the debtor and his family, the price of which forms the subject-matter of the judgment upon which execution against the debtor is issued.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A.D., 1877, which I certify.

(Signed) A. E. FORGET,  
C. C., N. W. T.

No. 12 of 1877.

AN ORDINANCE TO MAKE DEBTS AND CHOSE IN ACTION ASSIGNABLE  
AT LAW.

(Passed 22nd March, 1877.)

Be it enacted by the Lieutenant-Governor of the North-West Territories, by and with the advice and consent of the Council thereof, as follows:—

1. Every debt and chose in action arising out of contract, except bills of exchange, promissory notes or instruments which are negotiable or in respect of which the property therein passes by mere delivery, shall be assignable at law by any form of writing which shall contain apt words in that behalf, but subject to such conditions and restrictions in respect of the right of transfer as may appertain to the original debt or as may be connected with or contained in the original contract.

2. The Assignee of any such debt or chose in action possessing at the time the whole and entire beneficial interest therein, and the right to receive the subject or proceeds thereof and to give an effectual discharge therefor, may sue at law thereon in his own name, in the same way as the party might to whom such debt was originally owing or to whom the right of action originally accrued, but in any such action the defendant may set up any defence which would avail as between the original parties.

A true copy of Ordinance passed by the Lieutenant-Governor and Council of the North-West Territories, on the 22nd day of March, A. D. 1877, which I certify.

(Signed) A. E. FORGET,  
C. C., N. W. T.

(46)

## RETURN

To an ADDRESS of the SENATE, dated the 18th February, 1878 ;—For all reports, surveys, plans or alteration of plans, contracts or assignment of contracts, and Orders in Council, made within the last two years in connection with the enlargement of St. Peter's Canal, in the Island of Cape Breton.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th March, 1878.

(46)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For all papers in connection with the change of contractors for enlarging St. Peter's Canal ; also statement showing what funds are still in the hands of Government belonging to Mr. Tuck, the original contractor, and showing also the time within which the contract is to be finished, and also a copy of the tender and contract under which the enlargement has been let.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th April, 1878.

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

(47)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1878;—For all Reports, Surveys, Maps, Estimates, Correspondence and other details in connection with the projected Harbor on Lake Erie, near the village of Morpeth, County of Kent, together with a detailed statement of expenditure incurred on account of that proposed work since 3rd April, 1876.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 11th March, 1878.

(48)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878;—For papers and correspondence in connection with the changing of the Post Office at the Port of New Campbellton to a Way Office, and the reduction of the salary of the Postmaster; also a statement showing the amount of postage stamps disposed of by the several Post and Way Offices during the year 1876, &c., in the County of Victoria, N.S.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 11th March, 1878.

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

# RETURN

(No. 49.)

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878:—For names of all the Cadets that have been admitted at the Military College, Kingston, from the opening of said College, &c.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 13th March, 1878.

Return showing names of all the Cadets that have been admitted at the Military College, Kingston, from the opening of said College, and giving the names of those that are now following the courses of that Institution.

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| 1. Alfred George Godfrey Wurtele.    | 23. Arthur Hope Van Straubenzee.      |
| 2. Harry Cortlandt Freer.            | 24. George Curtis Clark.              |
| 3. Henry Ellison Wise.               | 25. William T. Brydges.               |
| 4. William Mahlon Davis.             | 26. William Geo. Barnatorff Dunscomb. |
| 5. Thomas Laurence Reed.             | 27. Cuthbert William Shanly.          |
| 6. Septimus Julius Augustus Denison. | 28. John A. Coryell.                  |
| 7. Lukin Homphrey Irving.            | 29. James Malcolm McVicar.            |
| 8. Frederick Davis.                  | 30. Herbert Montgomery Campbell.      |
| 9. Charles Albert DesBrisay.         | 31. George William Shaw.              |
| 10. Victor Brereton Rivers.          | 32. William Robert Greig.             |
| 11. James Spelman.                   | 33. Edward Ford.                      |
| 12. Charles Oliver Fairbank.         | 34. Allan Wilmot Daniel.              |
| 13. Aylesworth Bowen Perry.          | 35. Robert Edwin Kent.                |
| 14. John Bray Cochrane.              | 36. Earnest William Hubbell.          |
| 15. Francis Joseph Dixon.            | 37. Edmund Hazen Drury.               |
| 16. George Edwin Perley.             | 38. William John Graham.              |
| 17. Harold Waldruf Keefer.           | 39. Huntly Brodie Mackay.             |
| 18. Duncan McPherson.                | 40. Henry Hunt Hogan.                 |
| 19. John Gordon Gibson.              | 41. Robert Cartwright.                |
| 20. Richard C. Laurie.               | 42. Burton Wym Yates.                 |
| 21. A. Emile Doucet.                 | 43. James N. Sears.                   |
| 22. Alexander B. Ross.               | 44. William John McEllainney.         |

NOTE.—The whole of the Cadets who have joined the Military College, still remain at the Institution.

C. E. PANET,  
*Deputy Minister of Militia and Defence.*

DEPARTMENT OF MILITIA AND DEFENCE,  
March 12th, 1878.



(49 B.)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878;—For Statement of amount spent yearly, since 1867, in maintenance of Military Schools in New Brunswick, &c.

By Command.

R. W SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 20th March, 1878.

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

(50 A)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 18th March, 1878 ;—For copies of all Tenders for the construction of the platform for the gun of No. 1 Fort at Lévis.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th March, 1878.

(50 B)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1878 ;—For Return shewing the sums expended for repairs to military forts at Lévis since last Session ; the names and wages of the workmen, and the amount paid to each of them ; the amount of all accounts for materials, and charges for commission, with the names of parties to whom such payments have been made ; also the amount and description of work given out by contract, with the names of the parties tendering, and of the contractors.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 14th March, 1878.

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

(51)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—  
For a copy of Report of the survey of the Harbour of Lingan, Cape  
Breton, and copies of correspondence, &c.

By Command.

R. W SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 14th March, 1878.

— — —

*[In accordance with the recommendation of the Joint Committee on Printing, the above  
Return is not printed.]*

# RETURN

(No. 52)

To an ADDRESS of the SENATE, dated 15th February, 1878;—For copies of all specifications on which tenders were invited to construct the Lake Superior and Fort Garry Sections of the Canadian Pacific Telegraph; also copies of all correspondence between the Government and persons tendering for the same; also copies of all contracts for the construction of the several portions thereof.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 14th March, 1878.

## CANADIAN PACIFIC RAILWAY TELEGRAPH LINE.

*Memorandum for parties proposing to tender for construction of telegraph lines along Railways.*

Proposals are invited for the erection of a Line of Telegraph along the general route of the Canadian Pacific Railway, as may be defined by the Government. The proposals to embrace the following points, viz:—

The furnishing of all materials, labour, instruments and everything necessary to put the line in operation.

The maintenance of the line for a period of five years after its completion.

In the wooded sections, the land to be cleared to a width of 132 feet, or such greater width as may be necessary to prevent injury to the telegraph, from fires or falling trees.

Distinct proposals to be made for each of the following Sections; such proposals in each case to state the time when the party tendering will undertake to have the telegraph ready for use:—

1. Fort Garry to a point opposite Fort Pelly, about 250 miles
2. Fort Garry to the bend of the North Saskatchewan, about 500 miles.
3. Fort Garry to a point in the longitude of Edmonton, about 800 miles.
4. Lac La Hache, or other convenient point on the existing telegraph system in British Columbia, to Fort Edmonton, about 550 miles.
5. Fort Garry to Nepigon, Lake Superior, about 420 miles.
6. Ottawa to Nepigon, Lake Superior, about 760 miles.

The above distances are approximate. They are given for the general guidance of parties desiring information. Any increase or diminution in the ascertained

mileage after construction will be paid for or deducted, as the case may be, at a rate corresponding with the sum total of the tender.

Parties tendering must satisfy the Government to their ability to carry out the work and maintain it for the specified time.

Proposals addressed to the Minister of Public Works will be received up to the 22nd day of July next.

By Order,

F. BRAUN,  
*Secretary.*

DEPARTMENT OF PUBLIC WORKS,  
18th June, 1874.

### MEMORANDUM.

#### INFORMATION FOR PARTIES PROPOSING TO TENDER.

It is deemed best to make no binding stipulations as to the form of proposal, so that parties tendering may be at liberty to state their own terms and conditions, leaving the Government to accept the offer which, in the interest of the public, may be found most advantageous.

At the same time, it is considered advisable to furnish some data for the guidance of parties tendering, in order that proposals may be made on the same basis and be uniform in essential points.

The following is, therefore, with this object in view, submitted:—

1st. It is intended that the Telegraph shall be built along the line to be adopted, by the Government, for the Railway across the Continent.

2nd. The general character of the country to be traversed by the Railway, is described in the Reports relating to the Exploratory Surveys, recently published.

3rd. The several routes now under consideration and survey, are also referred to in the above Report.

4th. When the route is adopted by the Government on any particular section, the line to be followed by the Telegraph will be defined on the ground, by the Government officers.

5th. Through forest the timber must be cut down and completely burned (cleared) to a width of two chains (132 feet), to prevent injury to the Telegraph from falling trees or fire. At the option of the Contractor valuable timber may be cut in lengths, hewn, piled and reserved at his risk.

6th. Along the cleared ground a pack trail or road to be made for the purpose of carrying material for constructing the Telegraph, and for effecting repairs.

7th. Through forest, the poles should be of moderately large dimensions and of the best available timber to be had in each locality.

8th. In prairie sections, when suitable timber for permanent poles cannot be obtained until the Railway be constructed, and the means of conveying them from a distance thus provided, the poles may be of an average light description, and of such timber as can most conveniently be procured.

9th. In forest sections the poles may be erected 132 feet apart, and the wire to be used may be that known as No. 11.

10th. In prairie sections the poles may be erected 176 feet apart, and the wire to be used may be that known as No. 9.

11th. Each tender will specify the kind of insulator, as well as all other apparatus and materials proposed to be used.

12th. Parties tendering may stipulate for maintaining and operating the line for five years, or a longer period.

13th. On account of the difficulties in the way of transporting building material, it is not expected that the Telegraph will, in the first place, be so permanently constructed as could be desired. The main object, however, is to provide a pioneer line throughout the whole extent of the country, to assist in the building of the Rail-

way and settlement of the country. On the completion of the Railway through any section, the Telegraph may then be re-constructed under new arrangements.

14th. In the advertisement the sections are placed in the order in which parties tendering may propose to finish the erection of the Telegraph, and they are at liberty to make a distinct proposal for each separate section or for the whole line.

15th. The whole of the section between Lake Nipissing and Fort Garry is wooded, with the exception of about 30 miles of prairie east of the Red River.

16th. Between Fort Garry and Fort Perry the country is partly wooded and partly prairie, the exact proportions are not yet known.

17th. Between Fort Perry and Edmonton the country is prairie.

18th. Between Fort Edmonton and the telegraph system in British Columbia the country is generally wooded, although some mixed prairie and woodland is met west of Fort Edmonton, as well as unwooded bunch grass land in portions of the central plateau of British Columbia.

19th. In the valley of the River Thompson there is a growth of timber from six to ten feet in diameter. It will not be necessary to clear in that locality to the full width of 132 feet, it will be sufficient to clear and burn up the underbrush and lower branches of the trees, so as to render the Telegraph secure from danger.

20th. The advertisement describes the 6th section as extending from Nepigon to Ottawa; but the object being to connect the Pacific Telegraph Line with the Seat of Government, it will be sufficient to make a connection with the telegraph system of Ontario at the most convenient point. It is reported that a telegraph line will be completed to the South-east angle of Lake Nipissing before the close of this season. The distance from Lake Nipissing to Nepigon is about 420 miles.

21st. It should be understood that Section No. 1 is embraced in Section No. 2, and both are covered by Section No. 3.

22nd. Tenders should give a distinct rate per mile for the line through wooded and prairie land respectively for the sections where both exist.

DEPARTMENT OF PUBLIC WORKS,  
June 18th, 1874.

KINGSTON, 24th August, 1874.

SIR,—In looking over the estimate which I have made for the construction of the telegraphic works for the No. 5 section of the Pacific Railway, as near as I can approach to the amount, I think the work will amount to \$170,000, for which I offer \$10,000 security, 5 per cent. upon which \$170,000, would amount to \$8,500, besides the 10 or 15 per cent., as may be agreed upon, to be held back until the completion of the contract. In addition to which, I am prepared to put from \$10,000 to \$15,000 worth of provisions on the ground, so as to go on with the works at once.

Your humble servant,

(Signed) JOHN WADDLE,  
for self and Co.

The Hon. ALEX. MACKENZIE,  
Minister of Public Works and Premier.

27th August, 1874.

(By Telegraph to F. Braun.)

Account of death will not be able to leave for Ottawa before Monday. Will that do?

(Signed) J. WADDLE.

OTTAWA, 27th August, 1874.

What is wanted is Mr. Britton's approval of security, stated as worth ten thousand dollars (\$10,000), and a clear title.

(Signed) F. BRAUN,  
*Secretary.*

J. WADDLE, Kingston.

8th September, 1874.

SIR,—I am directed to submit, for your examination and approval, the enclosed drafts of contract for the construction of Section 5 of the Canadian Pacific Telegraph Line, together with bond for the due fulfilment of same. I am also to request that you will instruct your agent at Kingston to procure a mortgage (blanks of which are enclosed) from Mrs. J. D. Selleck upon her real estate, and an assignment of what she takes under her uncle, Nelson Garrett's will, for \$10,000.

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

(Signed) F. BRAUN,  
*Secretary.*

Hon. Minister of Justice, Ottawa.

OTTAWA, 19th October, 1874.

SIR,—The Minister of Justice desires me to state, for the information of the Minister of Public Works, that he has, this morning, received from Mr. Britton, the agent at Kingston, a Report in reference to the security proposed by Messrs. John Waddle & Co., for the due fulfilment of their contract.

Mr. Britton transmits the abstracts of titles, from which it appears that there are two mortgages, amounting together to fifteen hundred dollars, bearing interest upon the undivided half of lot 230 on the south side of Princess street, and that there are two mortgages, amounting together to seven hundred and seventy-five dollars, and interest on the undivided half of the north-east half of lot 31, corner of Union and Ontario streets, and of the north-east half of lot 36 on Union street, adjoining lot 31.

A valuation is also submitted, showing the value of these two properties after deducting the mortgages thereon, at \$7,237, and of the third lot, which is without incumbrance, at \$2,575, making a total value of \$9,812.

The question of this value appears to be doubtful, and the agent is of opinion that they would not realize so much if the sale was forced.

The delay in the investigation of this matter by the agent appears to have been caused by circumstances over which he had no control.

To save further loss of time, Mr. Britton has had the mortgage to the Crown registered; but he adds that, by distinct arrangement with Mr. Waddle, the registration of this mortgage is not in any way to be deemed an acceptance of it, or of the contract, in case the security is deemed insufficient on account of the prior mortgages or of the value of the property.

We have the honor to be, Sir,  
Your obedient servant,

(Signed) H. BERNARD,  
*Deputy Minister of Justice.*

F. BRAUN, Esq., Secretary,  
Department of Public Works.

OTTAWA, 21st October, 1874.

Re Contract J. WADDLE, Esq.

SIR,—In reference to your letter of 21st inst., stating that Mr. Waddle proposes that \$10,000 be retained from first estimates in his contract, as security that the mortgage should be free and clear, I am to state that the Minister of Public Works does not consider this sufficient security, as in cases where contractors have failed to carry out their engagements, Government has been obliged to step in and pay claims for labour and support. The Minister is therefore of opinion that the security originally agreed upon should be furnished.

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

(Signed) F. BRAUN,  
*Secretary.*

Honorable Minister,  
Department of Justice,  
Ottawa.

OTTAWA, 6th November, 1874.

*Pacific Railway Telegraph, Waddle & Co., Contractors*

I have the honor, by direction of the Minister of Justice, to enclose you a notice to-day, received by him from Mrs. Mary Selleck, whose mortgage has been executed as security for these contractors, and, although received, has not been accepted as sufficient, and to request that the Minister of Public Works will be good enough to determine whether or not any further time be given Messrs. Waddle & Co. to complete their securities, and that you will then instruct me thereon.

I am, Sir,  
Your obedient servant,

(Signed) J. BERNARD,  
*Deputy Minister of Justice.*

Please hand over the mortgage on my property to Mr. Selleck, as I withdrew from being security for J. Waddle & Co.

A. MARY SELLECK.

OTTAWA, 4th November, 1874.

SIR,—Messrs. Waddle & Smith, whose tenders for building a section of Telegraph line along the route of the Canada Pacific Railway was accepted, having failed to furnish the security required for the due performance of the contract, the Minister directs me to request that all the proceedings had, so far, with those gentlemen in this matter be cancelled, and to state that he will proceed to the consideration of tenders put in by other parties; you will please, therefore, to return me the papers in the case.

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

(Signed) F. BRAUN,  
*Secretary.*

Honorable Minister of Justice,  
Ottawa.



OTTAWA, 20th November, 1874.

Messrs. SUTTON & THIRKELL, Lindsay.

Are you still prepared to execute the works on Section No. 5, Canadian Pacific Railway Telegraph Line, for the price named in your tender, and to furnish necessary security?

(Signed) F. BRAUN,  
Secretary.

21st November, 1874.

(By Telegraph from Lindsay.)

To F. BRAUN.

Cannot deliver yours to Sutton & Thirkell; they have left here—don't know where they have gone.

LINDSAY OFFICE.

OTTAWA, 24th November, 1874.

(By Telegraph to F. Braun.)

Yes.

R. F. SUTTON

3rd December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

When will papers re Sutton tender be up? Want to arrange for depositing securities.

(Signed) THOS. B. McMAHON.

5th December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

Is it necessary to go to Ottawa to conclude arrangements re Sutton & Thirkell?

(Signed) T. B. McMAHON.

OTTAWA, 5th December, 1874.

To T. B. McMAHON, Esq., Brantford, Ont.

Desirable some one should come and satisfy Department regarding contractors' ability to comply with terms of proposed agreement.

(Signed) F. BRAUN.

5th December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

Have written fully. Will go down.

(Signed) THOS. B. McMAHON.

OTTAWA, 7th December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

Going down with required surety; letter and telegram sent by Thos. McMahon.

(Signed) R. S. SUTTON.

OTTAWA, 9th December, 1874.

(By Telegraph from Brantford.)

To F. BRAUN, Esq.,

I fell, on Monday afternoon, and sprained my ankle; but my doctor says can go out to-morrow. Will leave by afternoon train to-morrow for Ottawa.

(Signed)

THOS. B. McMAHON.

12th December, 1874.

To SUTTON & SHIRKELL, Brantford, Ont. :—

Unless you come between this and Wednesday next, Minister will pass to next tender.

(Signed)

F. BRAUN,  
Secretary.

15th December, 1874.

SIR,—Messrs. Britton & Price having applied, on behalf of Mrs. Selleck, of Kingston, to have her mortgage in favour of Messrs. Waddle & Co. released (in connection with Canadian Pacific Telegraph) and said mortgage not having reached this Department, the Minister desires to request you to have such a release prepared and sent for execution.

I have the honour to be, Sir,

Your obedient servant,

(Signed)

F. BRAUN,  
Secretary.

Minister of Justice.

OTTAWA, 16th December, 1874.

(By Telegraph from Brantford to F. Braun.)

In consequence of personal and family illness of one of my parties, I would request Minister allow three days to replace them, and will close this week sure.

Answer.

(Signed)

R. S. SUTTON.

(Copy)

INGERSOLL, 24th December, 1874.

MY DEAR SIR,—We now arranged to carry out the tender of Sutton, Thompson & Co., of Brantford, for Section No. 5 C. P. Telegraph. What time would be convenient to have the matter closed with the Department?

Could it stand over until after the Ontario elections?

Please advise, and oblige yours,

(Signed)

OLIVER, DAVIDSON & CO.  
By A. OLIVER.

To S. FLEMING,  
Chief Engineer C.P.R.

(Copy)

CANADIAN PACIFIC RAILWAY,  
OFFICE OF THE ENGINEER-IN-CHIEF,  
OTTAWA, 25th December, 1874.

GENTLEMEN,—I have your letter of the 24th inst. with respect to the construction of the telegraph between Lake Superior and Manitoba.  
This matter can be closed at any time convenient to you to come here.

Yours truly,

(Signed)

SANDFORD FLEMING.

OLIVER, DAVIDSON & Co.,  
Ingersoll.

INGERSOLL, 5th January, 1875.

DEAR SIR,—Your favour in regard to the contract for building the telegraph line from Lake Superior to Fort Garry is received, and beg leave to say that we will be in Ottawa about the 20th inst. to arrange the matter of contract. In the meantime, we desire to know what security we will be required to furnish to the Government. The amount we understood to be ten thousand dollars, which, we think, would be amply secured by our individual bonds, if that would not be accepted. However, we would next prefer giving the Government a mortgage on real estate held in our rights—say a mortgage on ten thousand acres of land in the District of Thunder Bay—or, we could individually give mortgages on property in Oxford, Toronto or North Simcoe.

The members of the firm of Oliver, Davidson & Co. are Adam Oliver, of Ingersoll, Joseph Davidson, of Toronto, and Peter J. Brown, of Ingersoll. Our own property is good value for one hundred thousand dollars (say \$100,000,) and has cost us nearly that amount; and our debts are less than \$3,000—say \$3,000.

Joseph Davidson is worth, outside of this firm, at least one hundred and fifty thousand dollars (\$150,000), and Oliver and Brown are by no means poor.

Debentures we have none, and have no doubt it would put us to some inconvenience to procure them. Trusting that the above proposition will be acceptable to the Government, we await your reply.

Yours truly,

(Signed) OLIVER, DAVIDSON & Co.

SANDFORD FLEMING, Esq.,  
Chief Engineer C.P.R.

OTTAWA, 13th January, 1875.

Government will not accept security on land in Thunder Bay District.—Insists on money security.

(Signed) F. BRAUN,  
Secretary.

OLIVER, DAVIDSON & Co.,  
Ingersoll.

9th February, 1875.

SIR,—I enclose contract and bond in duplicate, executed by the partners of the firm of Oliver, Davidson & Co., in accordance with the instructions of Mr. Braun, for the construction of Section 5 Pacific Telegraph Line. We also enclose you certificate for ten thousand dollars Federal Bank Stocks, and should you desire to have it assigned it can be done at any time.

We had intended to deposit municipal debentures but could not agree as to the terms of purchase, and afterwards procured the bank stock.

Trusting this will be satisfactory,

We remain,

(Signed) OLIVER, DAVIDSON, & CO.

Hon. A. MACKENZIE,  
Minister of Public Works,  
Ottawa.

12th February, 1875.

By Telegraph from Ingersoll to F. Braun, Esq.

Sent agreement and bank stock by mail Tuesday;—are they received?

(Signed) OLIVER, DAVIDSON & CO.

12th February, 1875.

Agreement and bank stock receipts received. Assignment of stock to Receiver-General necessary.

(Signed) F. BRAUN,  
*Secretary.*

OLIVER, DAVIDSON, & Co.,  
Ingersoll.

TORONTO, 16th February, 1875.

SIR,—I have the honour to inform you that Messrs. Oliver, Davidson & Co., of Fort William, have transferred to the name of the Hon. Receiver-General of Canada one hundred shares of the capital stock of the Federal Bank of Canada, amounting to ten thousand dollars.

I enclose power of attorney to accept transfers of stock, to be signed by the Receiver-General. On acceptance of above transfer a certificate will be issued by us.

Your obedient servant,

(Signed) ALEX. F. RIDDAL,  
*per Cashier.*

F. BRAUN, Esq.,  
Secretary Public Works,  
Ottawa.

19th February, 1875.

SIR,—I am directed by the Minister of Public Works to transmit herewith a power of attorney from Receiver-General, empowering you to receive on his behalf, from Oliver, Davidson & Co., of Fort William, one hundred shares of the capital stock of the Federal Bank of Canada, amounting to \$10,000, and I am to request you will be pleased to transmit to this Department a certificate that such stock has been duly deposited.

I have the honour to be,  
Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

H. J. STRATHY, Esq.,  
Cashier, Federal Bank of Canada,  
Toronto.

THE FEDERAL BANK OF CANADA,  
TORONTO, ONTARIO, 22nd February, 1875.

SIR,—I am in receipt of your communication, dated 19th inst. I have the honor to enclose Stock certificate No. 209, in favor of the Hon. Receiver-General, for one hundred shares of the Capital Stock of this Bank, transferred by Messrs. Oliver, Davidson & Co., of Fort William, amounting to ten thousand dollars.

I have the honor to be,  
Your obedient servant,

(Signed) ALEX. F. RIDDAL,  
*per Cashier.*

To F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

OTTAWA, 22nd February, 1875.

*(By Telegraph from Ingersoll.)*

To F. BRAUN, Esq.,  
Secretary of Public Works.

Had bank stock assigned, and forwarded a week ago. Send us the executed agreement.

(Signed) OLIVER, DAVIDSON & CO.

OTTAWA, 25th February, 1875.

OLIVER, DAVIDSON & Co., Ingersoll.

Bank certificate of deposit of stock received. Contract signed and will be forwarded to-day.

(Signed) F. BRAUN,  
*Secretary.*

25th February, 1875.

SIR,—I am desired by the Minister of Public Works to transmit you the enclosed certificate of deposit to your credit, of one hundred shares in the Capital Stock of the Federal Bank of Canada, of \$100 each share, by Messrs. Oliver, Davidson & Co., as security for the fulfilment of their contract, Section 5, of the Pacific Telegraph Line.

I have the honor to be,  
Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

To the Honorable  
Receiver-General,  
Ottawa.

OTTAWA, 26th February, 1875.

SIR,—I beg to transmit herewith, for your information, the enclosed copy of articles of agreement, entered into between Oliver, Davidson & Co. and this Department, for the construction of the Telegraph line on Section 5 of the Canadian Pacific Railway.

I have the honor to be,  
Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

To S. FLEMING, Esq.  
Ottawa.

OTTAWA, 4th March, 1875.

SIR,—I have the honor to state that I am prepared to give cash security for the due fulfilment of my contract to build the section of Pacific Telegraph line from Thunder Bay to Fort Garry. I understood that the mortgage security offered by me, and approved of, has been declined. I have not been officially notified of this fact, but, nevertheless, I am ready to substitute other security. I request an early notification of the amount required, and the manner in which it is to be deposited.

I am, Sir,  
Your obedient servant,

To Hon. A. MACKENZIE,  
Ottawa.

(Signed) JOHN WADDELL.

OTTAWA, 20th March, 1875.

SIR,—I beg to acknowledge the receipt of your letter of the 4th inst., informing the Department that you are prepared to give cash security for the due fulfilment of your contract for Telegraph line on Pacific Railway, and to inform you that having failed to furnish satisfactory security when called upon to do so, the Department was compelled to pass to the next tender, and that the work has been awarded accordingly.

I have the the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

To JAMES WADDELL, Esq.,

A.

### CANADIAN PACIFIC RAILWAY TELEGRAPH LINE.

Proposals are invited for the erection of a Line of Telegraph along the general route of the Canadian Pacific Railway, as may be defined by the Government. The proposals to embrace the following points, viz:—

The furnishing of all materials, labour, instruments and everything necessary to put the line in operation.

The maintenance of the line for a period of five years after its completion.

In the wooded sections, the land to be cleared to a width of 132 feet, or such greater width as may be necessary to prevent injury to the telegraph from fires or falling trees.

Distinct proposals to be made for each of the following Sections; such proposals in each case to state the time when the party tendering will undertake to have the telegraph ready for use.

1. Fort Garry to a point opposite Fort Pelly, about 250 miles.
2. Fort Garry to the bend of the North Saskatchewan, about 500 miles.
3. Fort Garry to a point in the longitude of Edmonton, about 800 miles.
4. Lac La Hache, or other convenient point on the existing telegraph system in British Columbia, to Fort Edmonton, about 550 miles.
5. Fort Garry to Nepigon, Lake Superior, about 420 miles.
6. Ottawa to Nepigon, Lake Superior, about 760 miles.

The above distances are approximate. They are given for the general guidance of parties desiring information. Any increase or diminution in the ascertained mileage after construction will be paid for or deducted, as the case may be, at a rate corresponding with the sum total of the tender.

Parties tendering must satisfy the Government as to their ability to carry out the work and maintain it for the specified time.

Proposals addressed to the Minister of Public Works will be received up to the 22nd day of July next.

By Order,

F. BRAUN,  
*Secretary.*

DEPARTMENT OF PUBLIC WORKS,  
18th June, 1874.

### MEMORANDUM.

#### INFORMATION FOR PARTIES PROPOSING TO TENDER.

It is deemed best to make no binding stipulations as to the form of proposal, so that parties tendering may be at liberty to state their own terms and conditions, leaving the Government to accept the offer which, in the interest of the public, may be found most advantageous.

At the same time it is considered advisable to furnish some data for the guidance of parties tendering, in order that proposals may be made on the same basis and be uniform in essential points.

The following is, therefore, with this object in view, submitted :—

- 1st. It is intended that the Telegraph shall be built along the line to be adopted, by the Government, for the Railway across the Continent.
- 2nd. The general character of the country to be traversed by the Railway, is described in the Reports relating to the Exploratory Surveys, recently published.
- 3rd. The several routes now under consideration and survey, are also referred to in the above Report.
- 4th. When the route is adopted by the Government on any particular section, the line to be followed by the Telegraph will be defined on the ground, by the Government officers.
- 5th. Through forest the timber must be cut down and completely burned (cleared) to a width of two chains, (132 feet,) to prevent injury to the Telegraph from falling trees or fire. At the option of the Contractor valuable timber may be cut in lengths, hewn, piled and reserved at his risk.
- 6th. Along the cleared ground a pack trail or road to be made for the purpose of carrying material for constructing the Telegraph, and for effecting repairs.
- 7th. Through forest, the poles should be of moderately large dimensions and of the best available timber to be had in each locality.
- 8th. In prairie sections, when suitable timber for permanent poles cannot be obtained until the Railway be constructed, and the means of conveying them from a distance thus provided, the poles may be of an average light description, and of such timber as can most conveniently be procured.
- 9th. In forest sections the poles may be erected 132 feet apart, and the wire to be used may be that known as No. 11.
- 10th. In prairie sections the poles may be erected 176 feet apart, and the wire to be used may be that known as No. 9.
- 11th. Each tender will specify the kind of insulator, as well as all other apparatus and materials proposed to be used.
- 12th. Parties tendering may stipulate for maintaining and operating the line for five years, or a longer period.
- 13th. On account of the difficulties in the way of transporting building material, it is not expected that the Telegraph will, in the first place, be so permanently constructed as could be desired. The main object, however, is to provide a pioneer line throughout the whole extent of the country, to assist in the building of the Railway and settlement of the country. On the completion of the Railway through any section, the Telegraph may then be re-constructed under new arrangements.
- 14th. In the advertisement the sections are placed in the order in which parties tendering may propose to finish the erection of the Telegraph, and they are at liberty to make a distinct proposal for each separate section or for the whole line.
- 15th. The whole of the section between Lake Nipissing and Fort Garry is wooded, with the exception of about 30 miles of prairie east of the Red River.
- 16th. Between Fort Garry and Fort Pelly the country is partly wooded and partly prairie, the exact proportions are not yet known.
- 17th. Between Fort Pelly and Edmonton the country is prairie.
- 18th. Between Fort Edmonton and the telegraph system in British Columbia the country is generally wooded, although some mixed prairie and woodland is met west of Fort Edmonton, as well as unwoded bunch grass land in portions of the central plateau of British Columbia.
- 19th. In the valley of the River Thompson there is a growth of timber from six to ten feet diameter. It will not be necessary to clear in that locality to the full width of 132 feet, it will be sufficient to clear and burn up the underbrush and lower branches of the trees, so as to render the telegraph secure from danger.
- 20th. The advertisement describes the 6th section as extending from Nipigon to Ottawa; but the object being to connect the Pacific Telegraph Line with the

of Government, it will be sufficient to make a connection with the telegraph system of Ontario at the most convenient point. It is reported that a telegraph line will be completed to the S.-E. angle of Lake Nipissing before the close of this season. The distance from Lake Nipissing to Nepigon is about 420 miles.

21st. It should be understood that Section No. 1 is embraced in section No. 2, and both are covered by Section No. 3.

22nd. Tenders should give a distinct rate per mile for the line through wooded and prairie land respectively for the sections where both exist.

Department of Public Works,

June 18th, 1874.

ARTICLES OF AGREEMENT, entered into on the ninth day of February, in the year of our Lord one thousand eight hundred and seventy-five, and made in Duplicate between Adam Oliver of the town of Ingersoll, in the County of Oxford, and Province of Ontario, lumber merchant, Joseph Davidson, of the City of Toronto, in the County of York, and Province of Ontario, lumberor, and Peter Johnson Brown, of the said town of Ingersoll, Esquire, carrying on together the business of contractors as partners under the name, style and firm of Oliver, Davidson and company, of the first part; And Her Majesty Queen Victoria, represented herein by the Minister of Public Works of the Dominion of Canada, of the second part; WITNESS, that the parties of the first part hereby bind and oblige themselves to and in favour of Her said Majesty, Her Heirs and Successors, for and in consideration of the covenants conditions and agreements hereinafter mentioned, to find all necessary labor, apparatus, instruments, effects, tools, implements and materials whatsoever, and to perform, construct, complete and finish, in every respect, to the satisfaction of the said Minister, in a good substantial and workmanlike manner, agreeably to the true intent and meaning of the specification or advertisement and memorandum hereunto annexed marked "A."

All the works mentioned and contemplated in the said specification or advertisements and memorandum, which are requisite in about and for the purpose of clearing the ground as for cropping, and erecting a one wire line of telegraph along that certain section of the general route of the Canadian Pacific Railway designated as section number five, between Prince Arthur's Landing, or some other point on Lake Superior, and that certain point where the said Railway will cross the Red River in the Province of Manitoba, along four hundred and twenty miles, more or less, in length, or such route as the Government engineer shall point out as soon as practicable. It being understood and agreed that the wire, insulators and apparatus, &c., on this line shall be of the best quality commonly used; and that the parties of the first part shall maintain this line in good running order for a period of five years from the date of completion of this line.

The portion of this line between Prince Arthur's Landing and Shebandowan to be completed and finished, and to be in every respect ready for use on or before the first day of October, (1875) now next ensuing, the portion between Red River and Rat Portage by the first day of February, (1876) also next ensuing, and the balance by the thirty-first day of December, A.D., eighteen hundred and seventy-six, time being of the essence of this contract:—

In consideration whereof, Her Majesty Queen Victoria, represented by the said Minister as aforesaid, doth hereby promise and agree to pay the parties of the first part, or to the heirs, assigns, or lawful representatives of the parties of the first part (according to the provisions of the Act Thirty-first Victoria, chapter Twelve), that is to say: For the whole of the works herein contemplated to be done, including maintenance for five years as aforesaid, but without operating the line, the rate of five hundred and ninety dollars (\$590) of lawful money of Canada per mile through wood land, and the rate of four hundred and thirty-five dollars (\$435) per mile through prairie land:—

And the said parties of the first part, and Her said Majesty, represented as aforesaid, do hereby declare, covenant and agree that the said contract and undertaking



shall be and is further made and entered into by the said parties of the first part and Her said Majesty, represented as aforesaid, under the express agreements, stipulations, covenants and conditions following, that is to say:—

*Firstly.*—That payments of the price hereinbefore mentioned, shall be made to the parties of the first part within ten days after an estimate of the Engineer or Officer in charge shall have been received by the Minister, specifying the amount of work done to the satisfaction of the said Minister, or his successors in office, or his Engineer, or person in charge of the works, during the month then ended; but that, nevertheless, it shall be lawful for Her Majesty to withhold from the parties of the first part and retain ten per cent. out of the amount of the several estimates until the perfect completion of the contract, meaning work and maintenance, or until the department of Public Works is satisfied as to the efficient construction of the line of telegraph; the Minister may then relinquish, at his discretion, portion of the said ten per cent., say one fifth thereof at the end of each of the said five years; interest at the rate of six per cent. per annum being allowed on the amount so retained from the date of completion of the works.

*Secondly.*—That if by the report of the Engineer or Superintendent employed by the Minister in that behalf, it shall appear that the establishment and rate of progress at, and in the said works are not such as to insure the completion of the same within the time herein prescribed, or if the parties of the first part shall persist in any course, violating the provisions of this contract, Her said Majesty shall have the power, at Her discretion, by the Minister aforesaid, or his successors in office, without previous notice or protest, and without process or suit at law, either to take the work, or any part thereof, out of the hands of the parties of the first part, and to re-let the same to any other Contractor or Contractors, without its being previously advertised, or to employ additional workmen, and provide materials, tools, and other necessary things at the expense of the parties of the first part, and the parties of the first part in either case shall be liable for all damages, and extra costs and expenditure, which may be incurred by reason thereof; and shall in either of such cases likewise forfeit all moneys then due, under the conditions and stipulations, or any or either of them herein contained.

*Thirdly.*—That in case of failure in the contract, the parties of the first part shall thereby forfeit all right and claim to the said ten per cent., or any part thereof remaining unpaid, as well as to any moneys whatever due on this contract.

*Ninthly.*—Should any difference of opinion arise as to the construction to be put upon any part of the specifications the same shall be determined by the Minister alone, and such determination shall be final and conclusive, and binding upon the parties to this contract, and every of them.

*Tenthly.*—That any notice or other paper connected with these presents, which may be required or desired, on behalf of Her Majesty, to be served on the parties of the first part, may be addressed to the parties of the first part, at his or their domicile usual place of business, or at the place where the work hereby contracted for is to be carried on, and left at the Post Office, and any paper so addressed and left at the Post Office, shall, to all intents and purposes, be considered legally served.

*Eleventhly.*—That should the parties of the first part not complete the work herein contracted for, at the period agreed upon as above mentioned, the said parties of the first part shall be liable for, and shall cause to be paid to the party of the second part, all salaries or wages which shall become due to the person or persons superintending the work, on behalf of the said Minister from the above named period for completion, until the same shall actually be completed and received.

*Twelfthly.*—That should the amount now voted for this service by Parliament, be at any time expended previous to the completion of the work now contracted for, the said parties of the first part, may or not, as may be seen fit, on receiving notice in writing from the said party of the second part to the above effect, stop the work; but in any case, the parties of the first part, shall not be entitled to any further payment for work done, after the service of the notice above referred to,

until the necessary Funds shall have been voted by Parliament ; nor shall the said parties of the first part have any claim for compensation or damages for the said suspension of payment.

*Thirteenthly.*—In this agreement the words “ the parties of the first part ” shall include and comprehend (where the context admits of it) the heirs, executors, and administrators of each of the parties of the first part respectively.

*Fourteenthly.*—The specification marked A, hereunto annexed, shall be deemed, taken and read as part and parcel of this agreement, and shall be considered as if the same were actually embodied herein.

In Witness whereof, the parties of the first part, and the said Minister representing Her Majesty as aforesaid, have hereunto signed their names and set their seals and the Secretary for the said Public Works hath also countersigned these presents

Signed and sealed by the said parties of the first part, in presence of	} (Signed)	ADAM OLIVER, (L.S.)
		JOSEPH DAVIDSON, (L.S.)
		P. N. BROWN, (L.S.)
(Signed) W. S. KING,		
“ THOS. WELLS,		
“ J. J. HOYT.		

Signed and sealed by the said Minister of Public Works, and countersigned by the Secretary, in the presence of

(Signed) H. A. FISSIAULT.

(Signed) A. MACKENZIE.  
F. BRAUN,

*Secretary.*

(53)

## RETURN

To an ADDRESS of the SENATE, dated 27th February, 1878;—Copies of all Reports made to the Minister charged with the administration of Dominion Lands, as well as of all documents and evidence forming part thereof, under the Act 38 Vict., cap. 53, by any Commissioner or Commissioners appointed under the said Act; also copies of all lists of lands prepared from time to time by the Surveyor General of Dominion Lands, in accordance with the provisions of the eighth section of the said Act.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th March, 1878.

(54)

## RETURN

To an ADDRESS of the SENATE, dated 14th February, 1878;—A Statement shewing the amount of money expended during the past year on the L'Ardoise Breakwater, in the Island of Cape Breton, and the mode of such expenditure, with the authority therefor.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th March, 1878.

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

## RETURN

(55)

To an ADDRESS of the HOUSE OF COMMONS, dated 18th February, 1878, for copies of all Orders in Council and correspondence between the Imperial and Canadian Governments, and other correspondence not already brought down relating to any Amnesty, partial or complete, to Mr. W. B. O'Donohue.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 27th February, 1878.

GOVERNOR GENERAL'S OFFICE,  
25th February, 1878.

SIR,—In accordance with your Order of Reference on an Address from the House of Commons, returned herewith, I have the honour to forward a copy of a correspondence which has passed with Her Majesty's Government respecting the grant of a pardon to W. B. O'Donohue.

I have the honour to be, Sir,  
Your most obedient humble servant,

E. G. P. LITTLETON,  
*Governor General's Secretary.*

The Honourable  
The Secretary of State for Canada,  
&c., &c., &c.

GOVERNMENT HOUSE,  
OTTAWA, 27th November, 1877.

MY LORD,—I have the honour to transmit herewith to your Lordship a copy of an Order in Council embodying a recommendation that a pardon conditional on five years' banishment from the 23rd April, 1875, should be granted to W. B. O'Donohue, one of the persons concerned in the North-West troubles of 1869-70.

I have approved this recommendation, and I enclose a copy of the *Canada Gazette* containing the Proclamation which I caused to be issued for the purpose of giving effect to the Act of Mercy.

I have, &amp;c.,

(Signed) DUFFERIN.

The Right Honourable  
The Earl of Carnarvon,  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

DOWNING STREET,  
15th December, 1877.

MY LORD,—I have the honour to acknowledge the receipt of your Lordship's despatch No. 233, of the 27th November, enclosing copy of a Report of a Committee of the Privy Council, together with a Proclamation which you had caused to be issued respecting the grant of a pardon to W. B. O'Donohue, one of the persons concerned in the North-West troubles in 1869 and 1870, conditional on five years' banishment, dating from the 23rd April, 1875.

I have, &c.,

(Signed) CARNARVON.

Governor General the Right Honourable  
The Earl of Dufferin, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

DEPARTMENT OF JUSTICE,  
OTTAWA, 20th September, 1877.

With reference to the case of W. B. O'Donohue I beg to report that on the 12th February, 1875, resolutions proposed by Mr. Mackenzie for an Address to His Excellency the Governor General, praying that he would be pleased to take such steps as might be best calculated to accomplish a full amnesty to all persons concerned in the North-West troubles therein mentioned, except Louis Riel, Ambroise Lepine and W. B. O'Donohue, and a like amnesty to Louis Riel and A. Lepine, on condition of five years' banishment from Her Majesty's Dominions were adopted and an Address in pursuance thereof was subsequently presented.

That in pursuance of that Address on the 23rd April, 1875, His Excellency issued his Proclamation granting such absolute and conditional amnesty in respect of all matters touching the part taken by the persons mentioned in the years 1869 and 1870, prior to the 21st September, 1870, with regard to the matters therein recited.

That nearly half the period of banishment on condition of which the amnesty was granted to Louis Riel and A. Lepine has now elapsed, and the time seems to have arrived at which the case of W. B. O'Donohue may be disposed of.

I recommend, accordingly, that a pardon be now granted to W. B. O'Donohue in the same terms and upon the same conditions, namely, five years' banishment from the 23rd April, 1875, as has been fixed to the grant of pardon to Riel and Lepine.

Having regard to the observations made in the despatch of the Secretary of State for the Colonies of 7th January, 1875, with reference to the imposition in the case of Riel and Lepine of the condition of banishment, it appears to me that there can be no objection to dealing with the case of O'Donohue in like manner, more particularly since O'Donohue has been for some time in foreign parts.

(Signed) R. LAFLAMME,  
*Minister of Justice.*

The Committee of Council have had under consideration a Report, dated 20th September, 1877, from the Hon. the Minister of Justice, stating with reference to the case of W. B. O'Donohue, that on the 12th February, 1875, resolutions proposed by Mr. Mackenzie for an address to your Excellency praying that you would be pleased to take such steps as might be best calculated to accomplish a full amnesty to all persons concerned in the North-West troubles therein mentioned, except Louis Riel, Ambroise Lepine and W. B. O'Donohue, and a like amnesty to Louis Riel and A. Lepine, on condition of five years' banishment from Her Majesty's Dominions, were adopted by the House of Commons, and an Address in pursuance thereof was subsequently presented

That in pursuance of that Address on the 23rd April, 1875, a Proclamation was issued by your Excellency granting such absolute and conditional amnesty in respect of all matters touching the part taken by the persons mentioned in the years 1869 and 1870, prior to the 21st September, 1870, with regard to the matters therein recited.

That nearly half the period of banishment on condition of which the amnesty was granted to Louis Riel and A. Lepine has now elapsed and the time seems to have arrived at which the case of W. B. O'Donohue may be disposed of; and recommending accordingly that a pardon be now granted to W. B. O'Donohue on the same terms and upon the same conditions, namely, five years' banishment from the 23rd April, 1875, as have been affixed to the grant of pardon to Riel and Lepine.

The Minister further reports that having regard to the observations made in the despatch of the Secretary of State for the Colonies of 7th January, 1875, with reference to the imposition in the case of Riel and Lepine of the condition of banishment, it appears to him that there can be no objection to dealing with the case of O'Donohue in like manner, more particularly since O'Donohue has been for some time in foreign parts.

The Committee concur in the views and recommendation contained in said Report and submit the same for approval.

(Signed)

EDWARD BLAKE.

Approved November 22nd, 1877.

(Signed)

DUFFERIN.

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PRIVY COUNCIL OFFICE,  
13th March, 1878.

I certify that the report of the Committee of the Privy Council hereunto annexed, on the subject of the amnesty to W. B. O'Donohue, was adopted by the Committee of Council on the 4th day of October, 1877, and having been transmitted to the Governor General was returned to this office on the 23rd November following, with His Excellency's approval dated 22nd of that month.

W. A. HIMSWORTH,

*Clerk Privy Council.*

# RETURN

(56.)

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878;—For Statement of all moneys received by the Dominion Land Office at Winnipeg, for payment of lands in the Railway Reserve, and a copy of instructions to Dominion Lands Agent in Manitoba, in regard to squatters upon the Railway Reserve.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th March, 1878.

(Reference 2429.)

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS OFFICE,  
OTTAWA, 14th November, 1877.

SIR,—I have the honor, by direction of the Minister of the Interior, to enclose for your information and guidance the copy of a report of Council, dated the 9th instant, re-opening for settlement the lands for twenty miles on each side of the line surveyed for the Canadian Pacific Railway.

I also enclose a form of the public notice in connection therewith, which you will be good enough to have printed in poster form and distributed among the various post-offices throughout the Province, and also put up in offices and other public places in the city.

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

(Signed) J. S. DENNIS,  
*Surveyor General.*

DONALD CODD, Esq.,  
Dominion Lands Agent,  
Winnipeg, Manitoba.

Copy of a report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 9th November, 1877.

On a report dated 30th October, 1877, from the Hon. the Minister of the Interior, stating that in consequence of the rapidly increasing demand for land for settlement in Manitoba, and also the continued dissatisfaction at the locking up of the lands withdrawn for twenty miles on each side of the line surveyed for the Canadian Pacific Railway by the Order in Council of the 26th December, 1874, he is of opinion that it is expedient to effect some amelioration of the conditions of the said Order in Council, so far as relates to the lands within the Province.

He therefore recommends that the lands in Manitoba, withdrawn as above, be thrown open to actual settlement, but not for homestead or pre-emption entry, or for entry by Military Bounty or Police Warrants, or for ordinary sale. No person to be allowed to acquire more than one half section, or 320 acres, and such land to be

paid for by the occupant at whatever rate and upon such terms as may be fixed therefor by the Government when the remainder of the lands in the Province of this class are disposed of.

He further recommends that persons desiring to acquire such lands shall, previous to settlement thereon, be required to be entered therefor at the nearest Dominion Lands Office, and in order to prove their good faith, the applicants shall be obliged in each case to make a payment in advance at the time of entry of one dollar per acre in cash on account of the purchase, and further be required to settle on and commence to cultivate the land within one year from the date of entry, or, in default thereof the payment so made to be forfeited.

No scrip of any kind, or Military Bounty or Police Warrants to be receivable in payment of the lands above described.

The Minister observes that the withdrawal of the lands in question was effected under section 105 of the Dominion Lands Act, circumstances not permitting the application thereto of the Act 37 Vic., chap. 14, which provides for the construction of the railway, and as no statute exists authorizing the special mode above suggested of disposing of the lands withdrawn, it will be advisable to confirm the action proposed to be taken as above in that respect by legislation during the ensuing Session of Parliament.

The Committee concur in the foregoing report, and recommend that the same be approved and acted on.

Certified.

The Honorable

The Minister of the Interior,  
&c., &c.

W. A. HIMSWORTH,  
C. P. C.



**PUBLIC NOTICE** is hereby given that the lands in the Province of Manitoba withdrawn by the Order of the Honorable the Privy Council of the 26th December, 1874, from sale and settlement, have been, by a subsequent Order of Council, dated the 9th instant, thrown open to actual settlement, but not for homestead or pre-emption entry, or for entry by Military Bounty or Police Warrant, or for ordinary sale.

2. No single individual will be allowed to acquire more than one half section or three hundred and twenty acres, and such land will require to be paid for by the settler at whatever rate and upon such terms and conditions as may be fixed therefor by the Government when the remainder of the lands in the Province of this class are disposed of.

3. Persons desiring to acquire such lands shall, previous to settling thereon, enter for the same at the nearest Dominion Lands Office, and as an evidence of good faith the applicant in each case shall be required to make a payment, in advance, at the time of entry, of one dollar per acre, in cash, on account of the purchase; and, further, he shall settle upon and commence to cultivate the land within one year from the date of entry, or in default thereof the payment so made will be forfeited.

4. No scrip of any kind or Military Bounty Warrant or Police Warrant will be receivable in payment of the lands above described.

5. Persons who may have effected a settlement without authority upon lands withdrawn for railway purposes in the Province as above, are required to enter the land upon which they may have settled at the nearest Dominion Lands Office, and pay the dollar per acre called for under paragraph 3 above without unnecessary delay.

By order of the Minister of the Interior.

(Signed)

J. S. DENNIS.

Surveyor General.

Department of the Interior,

Dominion Lands Office,

Ottawa, 13th November, 1877.



DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS OFFICE,  
OTTAWA, 20th December, 1877.

SIR,—A petition has been received, dated the 5th inst., from the following persons: John Turnbull, S.E.  $\frac{1}{4}$  24, and N.E. 13, Township 11, Reserve 5, E.; William Henry James, S.W.  $\frac{1}{4}$  17, Township 11, Reserve 5, E.; Robert Duffy, N.W.  $\frac{1}{4}$  34, Township 11, Reserve 5, E.; Neil Henderson, N.E.  $\frac{1}{4}$  26, Township 11, Reserve 5, E.; John J. McRae, N.W. 27, Township 11, Reserve 5, E.; John Lindsay, N.W.  $\frac{1}{4}$  14, Township 11 R., 5 E., occupying lands within the Railway Reserve, complaining that they are unable to pay the instalment of one dollar per acre towards the final purchase, and asking to be allowed an extension of time.

The Minister having considered the petition, directs me to inform you, that, in cases of this kind, that is to say, of persons who were actually in *bona fide* occupation, as settlers of lands within the Railway Belt, previous to the recent Order in Council opening the vacant lands therein for settlement, and who, according to the said Order, were to report themselves and enter their said lands at the office in Winnipeg, and pay thereon an instalment of one dollar per acre in cash, may be allowed an extension of time, say of one year, within which to pay the said dollar per acre.

In the meantime, all such persons should become entered for the land, without delay, of which they are respectively in possession.

I have the honor to be, sir,  
Your obedient observant,

(Signed) J. S. DENNIS,  
*Surveyor General.*

DONALD CODD, Esq.,  
Dominion Lands Agent,  
Winnipeg, Man.

RETURN to an order of the House of Commons for all moneys received by the Dominion Lands Office, at Winnipeg, for payment of lands in the Railway Reserve, and copy of instructions to Dominion Lands Agent in Manitoba in regard to squatters upon the said Railway Reserve.

Moneys received from 26th December, 1874, to the 26th February, 1878, \$2,784.00.  
Copies of letters  $\frac{7442}{2429}$ , and enclosures, and  $\frac{7661}{10817}$ , herewith.

Certified.

J. S. DENNIS,  
*Surveyor General.*

Department of Interior,  
Dominion Lands Office,  
Ottawa, 14th March, 1878.

(57)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1878;—  
For copies of Mr. Kingsford's Report on the Survey of the Harbor of  
Matane, with the plans and estimates accompanying the said Report.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 21st March, 1878.

(58 A.)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878;—For  
Return showing amounts of the six lowest tenders for Sections 17, 18,  
19, 20, 27, 28, 33, 34 and 35 of the new Welland Canal, with the names  
of the tenderers and copy of the Order in Council awarding the con-  
tracts for such Sections.

By Command.

R. W. SCOTT.  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 21st March, 1878.

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

## RETURN

(58 B.)

To an ADDRESS of the HOUSE OF COMMONS, dated 10th April, 1878 ;--For Return showing 1st, The amounts of the six lowest tenders received in September or October, 1873, for sections 2, 3, 5, 6, 7, 12, 13 and 14, of the new Welland Canal, together with names of tenderers ; 2nd, The amounts of the six lowest tenders for the same sections, received in 1874, together with names of tenderers ; 3rd, The names of the tenderers to whom these sections were awarded ; 4th, Copies of the Orders in Council awarding such sections ; 5th, Copy of all correspondence relating to such award.

By Command,

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

25th April, 1878.

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STATEMENT showing the amount of each of the six lowest tenders received in OCTOBER, 1873, for Sections 2, 3, 5, 6, 7, 12, 13 and 14 of the Welland Canal Enlargement.

Names of Bidders.	Amount.	Names of Bidders.	Amount.
<i>Section 2.</i>		<i>Section 7.</i>	
	\$		\$
1. Cross, Scott and Co.....	324,175	1. Cross, Scott and Co.....	251,770
2. E. Freeman and Co.....	394,781	2. Helliwell and Hartwell.....	299,090
3. Geo. Neilson.....	409,560	3. Harman, Root and Co.....	316,595
4. Jas. Cotton.....	411,440	4. John Elliott and Co.....	333,035
5. R. T. Sutton and Co.....	413,604	5. Jas. Cotton.....	333,375
6. H. N. Tabb and Co.....	417,625	6. McNamee and Co.....	335,880
<i>Section 3.</i>		<i>Section 12.</i>	
1. Cross, Scott and Co.....	290,470	1. Cross, Scott and Co.....	302,500
2. Geo. Neilson.....	328,505	2. Helliwell and Hartwell.....	307,765
3. Harman, Root and Co.....	339,030	3. Geo. Neilson.....	361,430
4. A. P. McDonald and Co.....	346,701	4. Jas. Cotton.....	366,645
5. E. Freeman and Co.....	347,815	5. Thos. Elliott and Co.....	372,505
6. Alex. McCall.....	355,370	6. McNamee and Co.....	373,630
<i>Section 5.</i>		<i>Section 13.</i>	
1. Cross, Scott and Co.....	266,825	1. Cross, Scott and Co.....	270,950
2. Harman, Root and Co.....	313,905	2. Helliwell and Hartwell.....	280,175
3. A. P. McDonald and Co.....	337,100	3. Geo. Neilson.....	324,870
4. E. Freeman and Co.....	339,715	4. E. Freeman and Co.....	332,930
5. Jas. Cotton.....	341,355	5. Thos. Elliott and Co.....	334,545
6. John Elliott and Co.....	343,730	6. H. N. Tabb and Co.....	334,670
<i>Section 6.</i>		<i>Section 14.</i>	
1. Cross, Scott and Co.....	70,523	1. Cross, Scott and Co.....	271,950
2. E. Freeman and Co.....	72,836	2. Geo. Neilson.....	329,670
3. P. Shannon.....	73,830	3. E. Freeman and Co.....	332,030
4. Jas. Cotton.....	77,630	4. John Brown.....	337,000
5. Helliwell and Hartwell.....	79,300	5. H. N. Tabb and Co.....	347,550
6. Fergusson, Mitchell and Symmes.....	79,415	6. McNamee and Co.....	348,540

STATEMENT showing the amount of each of the six lowest tenders received in JANUARY, 1874, for Sections 2, 3, 5, 6, 7, 12, 13 and 14 of the Welland Canal Enlargement.

Names of Bidders.	Amount.	Names of Bidders.	Amount.
<i>Section 2.</i>		<i>Section 7.</i>	
	\$		\$
1. Denison, Belden and Co .....	396,565	1. Buck, Flood, Cooper and Barnes.....	283,935
2. Helliwell and Hartwell.....	404,628	2. Helliwell and Hartwell.....	298,280
3. R. McDonald and Co.....	407,783	3. Denison, Belden and Co .....	306,205
4. D. Irwin .....	412,770	4. Higgins and Sullivan.....	327,580
5. A. P. McDonald and Co .....	413,355	5. R. McDonald and Co.....	332,075
6. McNamee and Co.....	428,513	6. A. P. McDonald and Co .....	335,172
<i>Section 3.</i>		* <i>Section 12.</i>	
1. Denison, Belden and Co .....	328,415	1. Buck, Flood, Cooper and Barnes.....	327,415
2. Helliwell and Hartwell.....	339,570	2. Helliwell and Hartwell .....	342,950
3. R. McDonald and Co.....	357,440	3. Denison, Belden and Co.....	348,565
4. A. P. McDonald and Co.....	363,747	4. McRae and McRae.....	369,920
5. Manning and Merrick.....	370,265	5. Berger and Laberge.....	371,975
6. McNamee and Co.....	372,290	6. Ginty and Dickey.....	375,090
<i>Section 5.</i>		† <i>Section 13.</i>	
1. Denison, Belden and Co .....	312,265	1. Helliwell and Hartwell.....	313,160
2. Helliwell and Hartwell.....	333,760	2. Denison, Belden and Co .....	325,165
3. R. McDonald and Co.....	340,815	3. John Brown .....	330,735
4. A. P. McDonald and Co.....	345,592	4. Patrick Purcell .....	332,480
5. Manning and Merrick.....	352,000	5. McRae and McRae .....	332,790
6. McNamee and Co.....	353,055	6. Berger and Laberge .....	338,590
<i>Section 6.</i>		<i>Section 14.</i>	
1. Helliwell and Hartwell.....	67,880	1. Helliwell and Hartwell.....	292,395
2. Patrick Shannon.....	68,290	2. John Brown.....	321,972
3. Fergusson, Mitchell and Co.....	80,220	3. Denison, Belden and Co .....	332,035
4. McNamee and Co.....	80,810	4. McRae and McRae.....	339,690
5. Jos. Whitehead.....	81,880	5. Patrick Purcell .....	341,380
6. Cotton and Farquhar.....	82,790	6. Wilson, Booth and Ryan.....	346,485

\*Not awarded at this letting; awarded in 1875 to lowest tender.

†Awarded to Ginty & Dickey for \$325,490.

By telegraph from Albany, N.Y.,  
To Minister of Public Works.

MONTREAL TELEGRAPH COMPANY,  
OTTAWA, 11th February, 1874.

Denison & Belden are each worth a million dollars, and perfectly reliable, have known them twenty years (20) years.

(Signed) H. SWEET,  
State Engineer Surveyor.

OTTAWA, 28th February, 1874.

SIR,—I have the honor herewith to return you, approved, the drafts of contracts Denison, Belden & Co., for work on sections 2, 3, 5, Welland Canal, with one slight alteration in pencil on map for section 2, also the three bonds for contractors sureties.

As regards the deposit of United States bonds of security I have revised and re-drawn the instrument which I return herewith.

I assume the bonds intended to be transferred are bonds with coupons attached. These should all be fully described (number, date, class, amount, rate of interest, and how payable,) in the assignment or by schedule attached, (and referred to as such). If, however, the bonds are of recent issue, and have not "coupons," the instrument will require alteration to suit, and in that case I will reverse it if you desire.

Further if the bonds to be transferred are registered ones they should be formally assigned to the Receiver General, and the transfer registered in Washington.

I have the honor to be, Sir,

Your obedient servant,

(Signed) H. BERNARD,  
Deputy Minister of Justice.

F. BRAUN, Esq.,  
Secretary.

*COPY of a Report of a Committee of the Honourable the Privy Council, approved by His Excellency the Governor General in Council, on the 27th April, 1874.*

On a memorandum dated 25th April, 1874, from the Honorable the Minister of Public Works, reporting that tenders having been invited for section No. 13, of the Welland Canal enlargement, twenty-seven have been received at schedule prices, which, when extended, are found to vary between \$313,160 and \$701,690.

That Messrs. Hartwell and Helliwell, whose tender is lowest, have failed to furnish the required security, and that the next two tenders are practically similar in amount; that Messrs. Ginty and Dickey exceeding by only \$325 that of Denison, Belden & Co., who already have two of the contracts recently let.

That he, therefore, recommends that the tender of Messrs. Ginty and Dickey, which, when extended, amounts to the sum of \$325,490, be accepted.

The Committee advise that the tender of Messrs. Ginty and Dickey be accepted accordingly.

Certified.

(Signed) W. A. HIMSWORTH,  
C.P.C.

To the Honorable  
The Minister of Public Works,  
&c. &c. &c.

(59)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878 ;—For copies of all correspondence relative to the pensions paid to the Square Timber Cullers dismissed last year.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 21st March, 1878.

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(60)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For copies of Specification for construction of Malpeque Breakwater ; copies of tenders, with names of sureties offered for performance of contract ; also copies of all correspondence in connexion with said work or contract.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 22nd March, 1878.

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

(61)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878;—*For*  
Report of surveys or any examination made of the Sackatchewan River,  
having in view the improvement of the navigation by removing the  
obstructions which now exist at the Coals Falls and other points *between the*  
tween that place and the Grand Rapids.

By Command.

R. W. SCOTT,  
*Secretary of State.*DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 22nd March, 1878

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*[In accordance with the recommendation of the Joint Committee on Printing, the above  
Return is not printed.]*



# RETURN

(62.)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st February, 1878;—  
For Statement showing total cost to the Government of Canada of the  
Philadelphia Exhibition; giving a detailed statement of all money  
expended or to be expended for that purpose, to whom paid, and for  
what service.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 22nd March, 1878.

DEPARTMENT OF AGRICULTURE,

OTTAWA, 19th March, 1878.

SIR,—I have the honour to enclose to you herewith in reply to your communication of the 21st of February last, a reply to an Address from the House of Commons for a "Return showing total cost to the Government of Canada of the Philadelphia Exhibition, giving a detailed statement of all money expended or to be expended for that purpose, to whom paid, and for what service."

I have the honour to be, Sir,

Your obedient servant,

JOHN LOWE,

*Secretary, Department of Agriculture*

E. J. LANGEVIN, Esq.,  
Under-Secretary of State,  
Ottawa.

RETURN showing cost to the Government of Canada of the Philadelphia Exhibition, with detailed Statement of all Money expended for that purpose to 31st January, 1878.

		\$	cts.	\$	cts.
1875-6...	E. A. Meredith, Deputy Minister of the Interior, for amount appropriated for Geological Survey.....		5,000	00	
	Bank of Montreal, amount placed in New York to be drawn upon... do Commission .....		30,000	80	25
	J. Perrault, travelling expenses..... do Payments for petty accounts..... do Salary.....		965	85	1,178 70
	H. J. Hubertus, services..... do Freight charges.....		1,000	00	6 25
	Hon. E. G. Penny, travelling expenses, &c..... do		61	00	630 67
	Hon. R. D. Wilmot .....		500	00	25 00
	Hon. A. Crooks, advance on account of Province of Ontario..... W. H. Fraser, travelling expenses.....		1,901	26	20 46
	D. McDougall, travelling expenses .....		1,000	00	1,900 00
	do Telegrams .....		7,500	00	480 00
	Hon. R. R. W. Carroll, expenses..... Hon. L. Letellier de St. Just, travelling expenses from May, 1875....		200	00	4 80
	J. A. Craig, internal fittings and show cases.....		178	74	79 00
	Jas. Shearer, stands, shelving, &c.....		15	00	33 69
	Thos. Spence, Manitoba, Secretary Manitoba Advisory Board.....		40	19	19 00
	N. Rhéaume, frames.....		46	38	3 00
	Burlington Glass Co., glass .....		60	00	15 00
	Canadian Express Co., freight.....		7	50	144 25
	Shedden Co., freight .....		250	00	144 50
	Dominion Telegraph Co., telegrams.....		32	50	223 10
	Montreal Telegraph Co. do .....		99	90	24 00
	A. Morrison & Sons, electrotype cuts.....		16	00	5 00
	B.N.A. Bank Note Co., engraving.....		5	00	5 00
	G. H. Lemaitre, mounting plans.....		69	00	3 00
	Rolph & Smith, seals and engraving.....		10	00	5 00
	A. Mesnard, drawings and plans .....		5	00	5 00
	J. C. Wilson & Co., bags.....		11	25	6 00
	G. Bishop & Co., lithographing.....		16	45	5 72
	G. Bossange, medals.....		11	25	6 02
	David & Beauvois, 6,000 French pamphlets.....		32	50	5 00
	L. O. David, printing.....		90	48	8 00
	Le National do .....		11	20	
	Montreal Herald, printing.....				
	Ottawa Citizen Co., advertising.....				
	Ottawa Times do .....				
	Galt Reformer do .....				
	Galt Reporter do .....				
	Picton Nation do .....				
	Toronto Leader do .....				
	Toronto Globe do .....				
	Belleville Intelligencer do .....				
	Paris Star do .....				
	Berlin Journal do .....				
	St. Thomas Despatch do .....				
	St. Thomas Journal do .....				
	Hamilton Speculator do .....				
	Hamilton Times do .....				
	Guelph Herald do .....				
	Chatham Planet do .....				
	Farmers' Friend do .....				
	J. J. Foote, Quebec Chronicle, advertising.....				
	Belleville Ontario do .....				
	Stationery Office, stationery.....				
	* Total for 1875-6.....				
1876-7...	Bank of Montreal, for amount placed to credit of Mr. Perrault, at New York.....				
	Bank of Montreal, commission.....				
	D. McDougall, travelling and shipping expenses as Commissioner...		1,200	00	

54,207 01

22,000 00  
85 00

\*NOTE.—For the above see Public Accounts, 1875-6.

RETURN showing cost to Canada of Philadelphia Exhibition, &c.—Continued.

	\$	cts.	\$	cts.
3876-7... D. McDougall, Services of W. Moore.....	200	00		
do Expenses in 1876 .....	516	00		
do Telegrams .....	51	39		
			1,967	39
W. F. Burdett, services in Philadelphia .....	235	00		
Jas. Casgrain, services and expenses in Philadelphia .....	498	05		
H. B. Small, services.....	229	00		
T. A. Bliss do .....	16	00		
H. J. Hubertus do .....	188	34		
H. Prindeville do .....	40	00		
C. H. Twiber do .....	24	50		
S. C. Stevenson, expenses in shipments .....	144	00		
			1,374	89
R. Bustin, allowed for damage to exhibit.....	40	00		
E. G. Marvin do do .....	4	25		
A. Mackinlay do do .....	20	00		
Mrs Farrell do do .....	8	00		
Kazier & Co. do do .....	58	00		
J. M. De Wolfe do do .....	111	50		
G. H. Cornwall do do .....	25	00		
Brockley & Co. do do .....	180	00		
Mrs. Constant do do .....	40	00		
F. B. Masters do do .....	40	00		
Weatherstone & Co. do do .....	43	97		
Waterous Engine Co. do do .....	307	76		
Jos. Decover do do .....	8	34		
Thos. Booth do do .....	3	50		
S. G. Beatty & Co. do do .....	12	00		
W. Warwick do do .....	16	00		
J. W. Elliot do do .....	15	00		
Whitehead & Turner do do .....	37	00		
Farmer Bros. do do .....	27	00		
W. Peacock do do .....	14	00		
Mrs. Chamberlin do do .....	10	00		
John Blacklock do do .....	9	00		
Heintzman & Co. do do .....	45	00		
E. Guerin do do .....	15	00		
M. Mathews do do .....	33	00		
Mias Gilmore do do .....	7	00		
Griffith & Co. do do .....	13	00		
C. Kremer do do .....	25	00		
Mrs. Baird do do .....	25	00		
G. F. Norvell do do .....	25	00		
Mrs. Parks do do .....	4	00		
Clerk & Co. do do .....	6	25		
McCrae & Co. do do .....	10	88		
Knox & Kotard do do .....	16	00		
Brown Bros. do do .....	49	40		
Mrs. Sinclair do do .....	5	50		
Skelton & Tooke do do .....	23	91		
Jas. McKelvey do do .....	30	00		
N. Loverin do do .....	20	00		
Drum Manufacturing Co. do do .....	33	27		
D. Ramsay do do .....	59	00		
R. Reid do do .....	85	00		
Prof. Bell do do .....	9	00		
F. Gross do do .....	6	50		
Ives & Allen do do .....	60	00		
Reynolds & Volkee do do .....	12	00		
F. W. A. Meyer do do .....	85	00		
S. W. Harrison do do .....	50	00		
A. Golding do do .....	100	00		
Ewing & Co. do do .....	30	00		
M. Mathews do do .....	41	25		
			1,955	28
Montreal Telegraph Co., telegrams.....	64	77		
Dominion Telegraph Co., do .....	19	13		
Berlin Telegraph Office, do .....	40	00		
			183	90

## RETURN showing cost to Canada of Philadelphia Exhibition, &amp;c—Continued.

	\$	cts.	\$	cts.
1876-7... Canadian Express Co., freight charges.....	110	70		
Canada Central Railway Co., freight charges.....	80	76		
Grand Trunk Railway Co. do .....	775	05		
St. Lawrence & Ottawa Railway Co., freight charges.....	428	89		
J. Healy, freight charges.....	7	00		
J. Russell do .....	41	93		
L. St. Denis, cartage.....	3	00		
St. John Freeman, advertising and printing.....	5	00		
A. Crosskill do .....	6	80		
Globe Printing Co. do .....	5	00		
Le National do .....	628	90		
Citizen Publishing Co., Halifax do .....	5	00		
Witness do .....	5	00		
Free Press do .....	7	00		
Chatham Banner do .....	6	00		
A. Côté do .....	35	00		
Burland, Desbarats & Co. do .....	40	00		
Herald Printing Co. do .....	60	25		
Mail Printing Co. do .....	5	00		
J. R. Robertson do .....	9	00		
Quebec Chronicle do .....	5	00		
Montreal Gazette do .....	6	40		
Copp, Clark & Co., Lithographing Diplomas, &c.....	150	00		
Geo. Cox, Engraving Medals.....	5	00		
L. Barber do .....	84	60		
G. Bishop & Co do .....	17	58		
Walker & Wiseman do .....	6	00		
Major Gifford, grant to yacht "Countess of Dufferin".....				
D. McDougall, Ontario Poultry Society.....				
J. C. Wilson, cases .....	12	75		
Waterman Bros., cases .....	300	00		
Centennial Photo. Co., photographs.....	18	11		
Fraser & Notman do .....	25	00		
W. Notman, photographs .....	18	00		
J. E. Ennis, frames.....	15	50		
R. W. Laird, repairs to frames .....	6	25		
A. J. Pell do .....	6	75		
J. R. Silliman, allowance for lumber sold at close of exhibition.....	306	00		
Jno. Oliver do do .....	430	00		
Levi Young do do .....	45	00		
Hon. James Skead do do .....	83	00		
John Rochester do do .....	149	00		
Bronson & Weston do do .....	56	00		
Perley & Pattee do do .....	380	00		
McLaughlin Bros. do do .....	152	00		
J. T. Jenkins, M.D., expenses incurred by Prince Edward Island Board.....				
G. Bossange, medals.....				
R. Lewis & Son, one ensign.....				
J. H. Brown, certificates.....				
J. C. Wilson & Co., wrappers.....	1	25		
J. G. Lemieux, goods for Commissioners' room .....	8	25		
W. Hodgson, charges allowed in connection with exhibits.....	11	98		
R. Marsh do do .....	17	30		
H. Kennedy do do .....	11	55		
George Newlove do do .....	4	95		
H. Cooper do do .....	5	00		
J. and D. Boag do do .....	1	00		
Henry Milton do do .....	19	00		
James Swinerton do do .....	7	50		
Thos. Boak do do .....	6	50		
G. Doidge do do .....	13	08		
Wright & Butterfield do do .....	36	10		
Satchell Bros. do do .....	26	88		

## RETURN showing cost to Canada of Philadelphia Exhibition, &amp;c.—Continued.

1876-7...		\$ cts.	\$ cts.
C. E. Mason, charges allowed in connection with exhibits .....		4 60	
J. and R. Hunter do do .....		18 96	
R. J. Brooks do do .....		3 10	
A. Frank & Sons do do .....		1 30	
S. Langford do do .....		2 70	
J. Terryberry do do .....		3 05	
W. Miller do do .....		6 95	
Hodges & Ketchley do do .....		3 50	
W. Kitchen do do .....		2 80	
W. B. Telfer do do .....		1 55	
Geo. Thompson do do .....		0 45	
T. P. Gray do do .....		4 30	
Edmondson & Snider, charges allowed on exhibits .....		5 00	
			228 30
A. H. Heaslip, damage to exhibits.....		60 00	
Heintzman & Co., balance of claim for damage.....		60 00	
B. Ledoux do do .....		100 00	
Duquet & Co. do do .....		10 00	
Brown & Claggett do do .....		200 00	
Loretto Abbey, Toronto do do .....		150 00	
W. B. Crick & Co. do do .....		10 00	
			590 00
D. R. Munro, collection of woods.....		25 00	
Dawson Bros., binding reports.....		19 00	
Suspender Co., damage to exhibits.....		6 00	
R. Reid, charges allowed on exhibits.....		17 00	
Daily Ontario, advertisement .....		8 00	
Jas. Curry, cartage.....		1 50	
Stationery for Commission.....		5 00	
E. McLernan, damage to exhibits .....		5 00	
R. W. Laird, repairing frames .....		28 75	
Mrs. Walker, damage to exhibits.....		6 00	
H. Winger do .....		79 42	
J. H. Leblanc do .....		15 00	
			129 17
L. Perrault & Co., plans .....			15 00
Duvernay Frères, advertising.....			5 00
A. W. Moore, damage to exhibits.....		50 00	
J. L. Rawbone do .....		245 00	
Wm. Lee do .....		75 00	
E. Lavoie do .....		25 00	
F. Wood Gray do .....		58 00	
			453 00
J. Perrault, Secretary, in full of salary and services.....			1,508 16
Grand Trunk Railway, transport of cattle exhibitors.....		19 08	
do Transport of horses and men.....		53 43	
			72 51
D. McDougall, balance of expenditure, 1876.....		173 87	
Expenses closing commission.....		105 00	
			278 87
M. J. Hynes, damage to exhibits.....		75 00	
John Fleming do .....		150 00	
H. H. Smith do .....		23 00	
Wm. Osborne do .....		6 00	
			254 00
S. S. McCrae, expenses cancelling bonds.....			25 00
Centennial Register.....			5 00
N. W. Barber, engraving .....			2 20
Lovell Printing Co., binding .....			8 50
S. J. Lyman do .....		9 00	
W. P. Howland & Son, damage to exhibits .....		33 00	
S. Davis & Co. do .....		36 83	
Spiller Bros. do .....		100 00	
		106 50	
			285 33

RETURN showing cost to Canada of Philadelphia Exhibition, &c.—Continued.

		\$	cts.	\$	cts.
1877.....	Waterman Bros., fitting up petroleum cases.....			60	00
	Montreal Telegraph Co., telegrams to date.....	12	69		
	Dominion Telegraph Co., telegrams to date.....	4	50		
				17	19
	Canadian Express Co., six months' express charges.....				11 95
1878.					
Jan. 31	*Expenditure to date .....			91,692	90

\*NOTE.—The greater part of this is shown in Public Accounts for 1876-7.

DETAILED STATEMENT of Expenditure in Philadelphia, being payments made by Canadian Commission.

		\$	cts.	\$	cts.
1876.					
April 1	Pay-list for week ending date .....		59 00		
	Expenditure for week ending date—				
	J. Perrault, travelling expenses .....		69 50		
	North Penn. Railway Co., freight charges.....	2,983	62		
	E. S. West, coal .....		40 00		
	W. B. Weir, rent of Commissioners' House.....		333 00		
	H. Connell, groceries .....		36 78		
	Penn. Railway Co. freight charges .....		70 00		
				3,591	90
" 8	Pay-list for week ending date.....		42 21		
	Expenditure for week ending date—				
	Chas. McBride, provisions .....		44 66		
	J. S. Gane, weighing U.S. packages .....		22 69		
				109	66
" 15	Pay-list for week ending date.....		324 75		
	Expenditure for week ending date—				
	J. Perrault, stores .....		1 39		
				326	14
" 22	Pay-list for week ending date.....		433 04		
	Expenditure for week ending date—				
	Penn. Railway Co., freight charges.....	5,404	85		
	North Penn. Railway Co. do .....	544	76		
	M. McGowen, board of men.....		28 50		
	Stores, &c.....		55 38		
	Penn. Railway Co., freight charges .....		50 00		
				6,516	53
" 29	Pay-list for week ending date .....		446 47		
	Expenditure for week ending—				
	Penn. Railway Co., freight charges .....	1,881	40		
	Nova Scotia Advisory Board.....		75 00		
	A. Kramer & Co., office furniture .....		25 00		
	Stewart & Stevens, hooks and brackets.....		31 50		
	Paré's men, board.....		20 50		
	Shores .....		90 69		
	Servants, two weeks.....		20 00		
	Freight and charges on New Brunswick goods.....		419 73		
				3,010	99
May 6	Pay-list for week ending date .....		762 35		
	Expenditure for week ending date—				
	Penn. Railway Co., freight charges .....	120	74		
	G. M. Wade, decorating cases.....		60 00		
	F. A. Bender, platforms.....		80 05		
	Stores .....		24 95		
	Steelman & Townsend, general survey work .....		88 62		
	S. Richardson, express team.....		30 00		
	North Penn. Railway Co., freight charges .....		22 55		
	Seymour Scott, paper carpet.....		23 90		
	J. Bedchimer, badges.....		52 00		
	Sundries, as per receipt.....		66 49		

DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

		\$	cts.	\$	cts.
1876.					
May	6	Penn. Railway Co., freight charges.....	120	46	
		Potter & Hoffman, belting for machinery .....	102	54	
					1,554 65
"	13	Pay-list for week ending date .....	1,043	30	
		Expenditure for week ending date—			
		W. B. Weir, rent .....	333	34	
		Mrs. Rosette, rent of plate and linen .....	557	50	
		Paré's men, board .....	14	50	
		Righter & Sons, spruce sills .....	31	32	
		Shepperd & Co., flannel.....	24	00	
		C. McBride, provisions.....	121	59	
		C. R. Merkle .....	68	00	
		C. N. Rosette, corks.....	9	43	
		Wilson & Kilfeder, two men.....	25	00	
		J. A. Walker, show cases .....	75	00	
		H. Houlette, linen and fixing.....	9	60	
		Cooper & Couard, flannel .....	7	60	
		H. Wade, painting show case.....	100	00	
					2,220 18
"	20	Pay-list for week ending date .....	823	15	
		Expenditure for week ending date—			
		Paré's men, board.....	10	00	
		Sundries paid by Mr. Perrault.....			
		F. Sage, building office.....	30	00	
		Seymour Scott, paper carpet .....	35	40	
		do do .....	29	10	
		John De Wolfe, sundries .....	12	75	
		S. Cottene, stove cleaning.....	13	00	
		W. Casgrain, sundries .....	12	03	
		S. Stevenson, charges .....	3	30	
		H. Wilmot, services .....	25	00	
		S. J. Lyman do .....	25	00	
		S. C. Risteen do .....	25	00	
		H. Connell, groceries.....	28	09	
		Dr May, erection maps .....	40	00	
		Ice Co.....	2	18	
		J. McGaughran, goods.....	3	76	
		Williams & Co., work.....	5	25	
		J. Laidlaw, sundries .....	2	50	
		M. Waterman, muslin.....	2	40	
		Sundries.....	2	64	
		Cooper & Couard, flannel.....	7	60	
					1,138 15
	27	Pay-list for week ending date .....	249	61	
		Expenditure for week ending date—			
		Servants, for month.....	40	00	
		E. McGowen, board.....	10	00	
		Washing.....	10	00	
		T. Richardson, team.....	24	00	
		Penn. Railway Co., freight charges .....	28	33	
		John Moore, sundries .....	4	05	
		Colonial dinner.....	50	00	
		Special contribution.....	3	79	
		John De Wolfe, sundries.....	119	48	
		H. Esté, lumber.....	156	39	
		G. V. Cresson, goods for Agricultural Hall.....	463	49	
		Queen's Birthday dinner .....	16	00	
		Moore's men and stores .....	63	12	
		Lavigne's men .....	58	25	
		W. Wade, decorating .....	75	00	
		Tuerk's men and stores .....	50	37	
		Cooper & Couard, flannel.....	15	20	
		Lighthouse men.....	100	89	
		Elder & Son, stores.....	10	00	
		Hamel & Bro., stores .....	15	19	
		R. McBride, stores .....	9	60	
		M. Laidlaw, salary .....	25	00	
		W. Williamson, salary.....	25	00	
		F. W. Tuerk, salary .....	25	00	
		Griffith & Page, sundries .....	3	40	

DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

		\$	cts.	\$	cts.
1876.					
May	27	W. Casgrain, sundries.....	2	40	
		W. Dick, telegram and postage.....	3	53	
		Stamps and car tickets.....	3	05	
		James Percy, railings.....	11	50	
		S. Smirke, sketch of decoration.....	5	00	
		Peak, Schofield & Co., lumber.....	3	92	
		Howie & Co., stores.....	13	92	
		F. Sage, nails.....	7	00	
		J. R. Coombe, stores.....	49	05	
					1,750 44
June	3	Pay-list for week ending date.....	741	72	
		Expenditure for week ending date—			
		Ira Cornwall, Secy. New Brunswick Advisory Board, draft for freight, &c., &c.....	88	46	
		J. B. Carter, account of office contract.....	200	00	
		E. McGowen, board of men.....	10	00	
		W. Dick, telegrams, &c.....	2	96	
		A. Herbert, painting.....	23	50	
		Tuerk's men and stores.....	25	09	
		J. Lavique, sundries.....	3	00	
		D. Murphy, work done.....	3	50	
		C. Brintzinghoffer, sundries.....	2	05	
		M. Burdett, pressing and mounting cloth.....	10	00	
		Adams' Express Co., freight charges.....	73	35	
					1,183 63
"	10	Pay-list for week ending date.....	632	38	
		Expenditure for week ending date—			
		J. Lavique, lettering, &c.....	21	25	
		T. Ramsey, fittings.....	15	00	
		G. V. Cresson, pulleys, &c.....	113	26	
		Hortsman Bros., flags.....	30	00	
		W. Casgrain, sundries.....	5	43	
		W. Burditt do.....	5	00	
		R. Malcolm, fittings.....	8	00	
		Sundry stores.....	2	06	
		Milk bill, Commissioners' Quarters.....	7	55	
		H. Connell, groceries.....	39	59	
		W. E. Grigg, provisions.....	8	56	
		Ice.....	1	99	
		C. McBride, provisions.....	119	42	
		Freight account for New Brunswick ship <i>Aurora Borealis</i> .....	337	50	
		G. V. Cresson, goods, Agricultural Hall.....	126	38	
		Rent to 1st July.....	333	34	
		Horsman Bros., English flag.....	165	00	
		Howe & Co., belting, Agricultural Hall.....	36	53	
		J. Lavique, settlement in full.....	29	75	
		T. S. Scott, office desk.....	50	00	
		S. T. Lyman, sundries.....	1	74	
		H. Lévis, sofas.....	12	00	
		Hansell Bros., stores.....	9	07	
		Graphic, subscription to.....	7	80	
		Hansell Bros., stores.....	4	02	
		E. McGowen, board.....	9	25	
		M. Moore, building platform.....	4	50	
		Sundries.....	6	95	
		A. L. Jones, iron railing.....	87	45	
					2,330 63
"	17	Pay-list for week ending date.....	413	67	
		Expenditure for week ending date—			
		Northern Pennsylvania Railroad Co., freight charges.....	34	15	
		Hon. Mr. Penny, express.....	57	90	
		King & Brower, cleaning cases.....	22	00	
		Educational Department, desk.....	8	00	
		Pennsylvania Railroad Co., freight charges.....	4	82	
		Philadelphia & Reading Railroad Co., freight charges.....	5	56	
		L. Rainer, stores.....	16	00	
		Petty expenses.....	1	37	
		W. H. Dennell, flags, &c.....	137	86	
		S. R. Hansell, Trimmings.....	20	50	
		T. D. Marshall, stores.....	2	48	



DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

		\$	cts.	\$	cts.	
1876. June 17	Hansell & Bro., stores.....	2	37			
	W. Y. Macallister, magnet.....	1	00			
	J. Henderson, hauling timber.....	32	00			
	R. Shoemaker, Drugs.....	17	87			
	W. Fraser, flag.....	20	25			
	W. A. Ruche, decorating Agricultural Hall.....	40	00			
	J. Bedichimer, badges.....	22	00			
	H. Wilmot, extra work.....	50	00			
	S. J. Lyman, salary.....	25	00			
	E. McGowen, board.....	5	00			
	T. Ramsay, services.....	5	00			
	Subscription to Centennial Stock, Dairy Hall.....	2,000	00			
	Worly & Blain, flag pole.....	30	00			
	Centennial Photograph Co., views.....	3	00			
	J. A. Walker, account of work, Educational Department.....	50	00			
	D. McDougall, expenses.....	95	45			
					3,123	25
24	Pay-list for week ending date.....	390	56			
	Expenditure for week ending date—					
	J. D. Marshall, putty.....	0	50			
	T. H. Tracey, fittings.....	44	00			
	Klantsbeck & Co, glass.....	12	40			
	A. Grigleard, designs.....	10	00			
	J. Thompson, painting.....	6	25			
	Cooper & Couard, bunting.....	4	00			
	Petty expenses.....	0	49			
	John Gilmore, stores.....	17	35			
	Terminal Agency, cartage.....	11	00			
	Petty expenses.....	2	50			
	R. McBride, salary and extra work.....	37	50			
	J. A. Walker, balance account, Educational Department.....	33	25			
	Sundries.....	13	80			
	Horvman Bros., flags.....	16	75			
	Loghouse, sundries.....	2	50			
	Sundries.....	3	89			
	W. Heaton, belting, Machinery Hall.....	10	34			
	Sundries.....	6	65			
	A. Winkler, cleaning rooms.....	48	00			
	Telegraphing.....	4	77			
	Sundries.....	72	84			
	Lafayette Restaurant supplies.....	219	20			
	J. B. Carter, balance for building office.....	300	00			
	British Commissioners' banners.....	79	50			
				1,348	04	
July	1	Pay-list for week ending date.....	378	02		
		Expenditure for week ending date—				
		Provisions.....	37	50		
		W. Hookins, printing.....	13	00		
		Glasses.....	5	00		
		Balance paid Mr. McDougall, Commissioner.....	4	75		
		Servants (two months).....	20	00		
		Printing.....	20	50		
		Milk.....	7	50		
		Sundries, per Mr. Casgrain.....	3	53		
		Petty expenses.....	0	12		
		J. M. Wade, ornamental printing.....	124	00		
		J. E. Carter, building arch.....	350	00		
		Hon. Mr. Penny, travelling expenses.....	37	50		
		Williamson, salary, extra work.....	37	50		
		Stokes & Parish, supplies.....	17	16		
		Larochelle, stores.....	2	15		
	Petty expenses.....	1	23			
	S. C. Stevenson, salary.....	100	00			
	Penn. Railway, freight charges.....	195	27			
				1,354	78	
8	Pay-list for week ending date.....	321	26			
	Expenditure for week ending date—					
	W. Dick, settlement in full.....	17	50			
	McGowen, board.....	10	00			
	Grigg, bread account (June).....	9	45			



DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

		\$	cts.	\$	cts.
1876.					
Aug. 19	Telegrams and stamps.....	2	19		
	F. Schrab, extra time.....	3	57		
	J. Perrault, expenses.....	6	25		
	F. Schrab, extra time.....	10	00		
	Washing.....	4	50		
	McGowen, board.....	5	00		
	Chandonnet, expenses.....	3	55		
	J. R. Coombe, glass.....	6	63		
	J. Perrault, expenses.....	8	00		
	Servants.....	30	00		
	Tuerk, stores.....	0	75		
	G. Casgrain.....	1	20		
"	25 Pay-list for week ending date.....	300	00	410	66
	Expenditure for week ending date—				
	Oats and bran.....	139	09		
	Hay and straw.....	89	12		
	Pennsylvania Railway Co., freight charges.....	2,240	72		
	Times Printing House, envelopes.....	3	00		
	Gilmore & Co., stores.....	19	50		
	Twining Bros., straw.....	18	41		
	Times Printing House, stationery.....	5	00		
	J. Casgrain, petty expenses.....	4	09		
	Northern Pennsylvania Railway Co., freight charges.....	164	90	2,993	83
Sept.	2 Pay-list for week ending date.....	284	36		
	Expenditure for week ending date—				
	C. Paré, ironware.....	26	62		
	J. Casgrain, petty expenses.....	12	56		
	Sundry small accounts.....	3	80		
	Gibson & Co., hardware.....	35	40		
	Barry Bros., bran.....	18	00		
	E. McGowen, board.....	5	00		
	J. Laidlaw, services.....	25	00		
	J. Casgrain, petty expenses.....	3	66		
	Ice Co.....	1	80		
	J. Perrault, servants, &c.....	11	40		
	C. McBride, provisions.....	128	98		
	H Connell, groceries.....	25	51		
	Milk bill.....	4	62		
	W. E. Grigg, bread.....	13	31		
	Ice.....	5	41		
	Petty expenses.....	1	01		
	Pennsylvania Railway Co., freight charges.....	149	94		
	Northern Pennsylvania Railway Co., freight charges.....	184	71	910	83
"	9 Pay-list for week ending date.....	309	86		
	Expenditure for week ending date—				
	J. D. Barry, bran.....	18	00		
	Geo. Weaver, hay.....	8	94		
	E. McGowen, board.....	5	00		
	Gibson & Co., frames.....	4	88		
	W. B. Pierce, flannel.....	3	32		
	Feterolf & Co., oats.....	129	00		
	Gilmore & Co., stores.....	29	00		
	Hay and oats.....	21	00		
	Rent to 1st October.....	333	34		
	J. Gheen, straw.....	54	42	916	76
16	Pay-list for week ending date.....	345	36		
	Expenditure for week ending date—				
	J. Laidlaw, extra work.....	25	00		
	E. McGowen, board.....	5	00		
	J. Casgrain, sundry expenses.....	3	97		
	J. Chandonnet, stationery.....	4	56		
	W. F. Burditt, expenses.....	10	00		
	Hand & Co., hardware.....	2	51		
	Sundry small accounts.....	5	64		
	S. C. Rogers, salary.....	16	66		
	R. Hyndeman, account horse expenses.....	10	00		

## DETAILED STATEMENT of Expenditure in Philadelphia, &amp;c.—Continued.

		\$	cts.	\$	cts.
1876.					
Sept. 16	J. Perrault, washing, &c.....	16	72		
	C. Paré, expenses .....	0	39		
	Feterhof & Co., oats, hay, &c.....	138	12		
	Watch presented to Mr. Trendell.....	289	00		
	Expenses incurred by delay on railway.....	200	00		
	Northern Pennsylvania Railway, cattle freight.....	323	58		
	Pennsylvania Railway, freight charges.....	1,443	45		
	do fare returning men.....	128	54		
				2,948	14
" 23	Pay-list for week ending date.....	343	26		
	Expenditure for week ending date—				
	Peart, Schofield & Co., boards .....	60	88		
	W. F. Burditt, petty expenses.....	6	24		
	Dilks & Pearson, turnips.....	10	00		
	Barry & Co., cattle feed.....	15	00		
	P. O'Leary, services rendered.....	15	00		
	J. Casgrain, sundry expenses.....	7	45		
	J. Ryan, do .....	2	60		
	J. Wade, lettering signs.....	4	75		
	E. McGowen, board.....	5	00		
	Sundries .....	0	17		
	Barry & Co., cattle feed.....	43	55		
				513	90
" 30	Pay-list for week ending date.....	339	61		
	Expenditure for week ending date—				
	Commissioner McDougall, travelling expenses.....	56	25		
	Lumber for cattle sheds .....	29	45		
	J. Casgrain, petty expenses.....	4	33		
	Telegrams, &c.....	16	22		
	J. B. Barry & Bro., cattle feed.....	54	50		
	Felterhof & Rosenberg, cattle feed.....	87	69		
	E. McGowen, board.....	5	00		
	J. Hinchman, turnips.....	23	50		
	Dilks & Pearson, turnips.....	11	50		
	J. D. Barry & Bro., cattle feed.....	18	00		
	W. F. Johnston, petty expenses.....	3	66		
	E. P. Buckley, stationery.....	2	74		
	J. B. Barry & Bro., cattle feed.....	75	92		
	J. London, services without cattle.....	62	50		
	J. D. Barry, cattle feed.....	18	00		
	A. Bridges & Co., compensation for delay.....	20	00		
	Ice.....	8	52		
	Lettering Cattle Office.....	4	75		
	J. London, expenses with cattle.....	2	80		
	Petty expenses.....	0	18		
				845	12
Oct. 7	Pay-list for week ending date.....	364	32		
	Expenditure for week ending date—				
	P. Stevenson, expenses with Quebec Horse Exhibition.....	44	87		
	Times, printing circulars.....	4	00		
	J. Hinchman, turnips.....	23	50		
	E. McGowen, board.....	5	00		
	J. Chandonnet, dictionaries.....	5	00		
	J. Casgrain, telegrams.....	6	09		
	Peart & Schofield, lumber for fencing.....	11	54		
	C. McBride, provisions.....	221	35		
	H. Connell, groceries.....	50	08		
	Rent to 1st November.....	333	33		
	J. Hinchman, turnips.....	25	25		
	W. B. Burditt, petty expenses.....	5	05		
	J. Casgrain.....	5	98		
	Penn. Railway Co., cattle freight.....	811	00		
	do transport 7 men.....	63	98		
				1,979	74
" 14	Pay-list for week ending date.....	390	61		
	Expenditure for week ending date—				
	Barry Bros., oats, &c.....	53	52		
	W. E. Grigg, bread.....	15	60		
	Sir Redmond Bary, pamphlets .....	10	00		

DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

1876.  
Oct. 14

	\$	cts.	\$	cts.
S. Merrick, milk .....	5	93		
Ice to date.....	4	15		
E. McGowen, board.....	5	00		
J. Casgrain, postages, &c.....	3	77		
Advance to Hon. Mr. Penny.....	2	03		
Barry Bros., straw, &c.....	17	00		
Vausanb & Co., provisions.....	7	40		
Newspapers' extra .....	6	60		
J. Akers & Co., goods .....	37	50		
Customs Express, live stock yard.....	48	00		
J. Perrault, account, salary .....	52	00		
do do .....	100	00		
C. Paré do .....	6	50		
do do .....	2	89		
Hon. E. G. Penny, expenses.....	103	30		
Photographs of horses .....	52	50		
Cabbages for sheep.....	27	50		
H. Morse, confectionery.....	3	51		
M. Lavique, two dusters.....	1	85		
W. Lentz, one brush.....	1	00		
J. Keenan, labour.....	2	50		
Williamson, sundries.....	1	41		
Petty expenses .....	0	43		
W. F. Morgan.....	52	17		

1,014 67

21

Pay-list for week ending date.....	335	86		
Expenditure for week ending date—				
D. McDougall, balance of J. Sutherland's salary.....	40	00		
Waters, eight days.....	21	00		
Cooks, extra .....	32	00		
W. Akers, crockery .....	16	00		
Steele Bros., do and glass.....	8	16		
Pennock Bros., flowers.....	9	50		
J. Casgrain, sundries .....	5	38		
G. W. Emerson, stationery.....	4	75		
Stokes & Parish, sundries .....	1	20		
Sundries .....	2	01		
Wm. Buttery, four weeks' salary.....	83	33		
Adams' Express, freight for Manitoba.....	146	50		
Horticultural Society, out draft.....	85	00		
Customs' Duty, entrance.....	12	00		
Barry Bros., goods.....	3	00		
Gas bill.....	12	64		
E. Schmidt, repairs to steam guage.....	1	50		
D. McDougall, travelling expenses.....	30	00		
F. S. Wells, cattle feed.....	18	00		
G. P. Groves, matting.....	4	65		
E. McGowen, board.....	5	00		
F. W. Tuerk, petty expenses.....	1	14		
T. A. Chandonnet, do .....	5	87		
J. W. Peck, provisions .....	22	08		
H. Mullin, bread.....	1	05		
W. J. Edgecomb, expenses.....	9	35		
J. Casgrain, telegrams, &c.....	2	87		

919 84

28

Pay-list for week ending date.....	345	61		
Expenditure for week ending date—				
Paid draft on Hon. S. C. Woods.....	162	00		
W. Drysdale, N.B., services.....	50	00		
R. W. Starr, freight on fruit, U.S.....	14	57		
Egg Harbour Co., one box wine.....	15	00		
W. F. Burditt, expenses .....	3	90		
Petty expenses .....	0	92		
Groceries, H. Connell.....	63	74		
Milk bill.....	11	05		
Bread bill.....	17	75		
Ice.....	3	10		
Petty expenses.....	0	36		
Pennsylvania Railroad Co., Ontario Cheese Car.....	147	50		
do do Freight on poultry.....	277	71		

1,113 21

DETAILED STATEMENT of Expenditure in Philadelphia, &c.—Continued.

1876.		\$	cts.	\$	cts.
Nov.	4	Pay-list for week ending date.....	321	44	
		Expenditure for week ending date—			
		Whitmer & Fatner, glass jars.....	66	00	
		W. Sutherland, extra pay.....	25	00	
		T. A. Chandonnet, extra pay.....	25	00	
		do do.....	5	25	
		H. Morse, confectionery.....	3	77	
		Horstman Bros., flags.....	40	00	
		Tickets.....	0	98	
		E. McGowen, two weeks board.....	10	00	
		E. Hembold, Oysters.....	11	08	
		W. Mann, binding.....	6	00	
		W. Williamson, Premier's baggage.....	1	25	
		Stokes & Parish, supplies, machinery.....	69	65	
		C. McBride, provisions.....	221	98	
		Rent in full.....	333	34	
		E. S. West, coal.....	38	15	
		Stokes & Parish.....	54	90	
		A. S. Whiting, packing case.....	5	00	
		H. Moses, stores, &c.....	1	95	
					1,240 74
	11	Pay-list for week ending date.....	299	36	
		Expenditure for week ending date—			
		Gutta Percha Co., hose.....	352	49	
		S. Richardson, cartage.....	12	00	
		W. Johnston, services.....	10	00	
		J. L. Wilt, nails.....	3	50	
		E. McGowen, board.....	5	00	
		District Telegraph.....	4	70	
		Wateron's men, packing.....	7	50	
		Christie, Brown & Co., storage.....	2	99	
		Caagrain, expenses.....	3	95	
		Pennsylvania Railroad Co., freight charges.....	30	00	
		M. Mathews, packing.....	22	25	
		Haggart Bros., packing.....	23	50	
		Adams' Express Co., freight charges.....	24	00	
		Petty expenditure.....	0	25	
		Transportation Co.....	494	17	
		Special dinners, 13th and 14th Oct.....	362	00	
		W. F. Burditt, expenses.....	5	00	
		Howlett & Co., bags.....	3	40	
		Wm. McLean, special expenses.....	8	75	
		Liggelt & Co., hoop iron.....	15	60	
		J. H. Pine, labour.....	8	75	
		E. McGowen, board.....	5	00	
		Simes & Son, paint.....	5	03	
		Petty expenses.....	0	26	
					1,709 45
	18	Pay-list for week ending date.....	348	27	
		Expenditure for week ending date—			
		W. J. Maguire, stationery, postages and telegrams account, Canadian Commissioners.....	50	00	
		Collyt & Denvers, Lumber.....	13	00	
		Times Printing House, printing.....	6	00	
		One Cross-cut Saw.....	2	00	
		W. Mann, sundries.....	1	40	
		J. Lowe, account Australian Exhibition.....	30	00	
		W. Scott, packing Quebec pictures.....	20	00	
		Barrels for packing.....	7	50	
		Hon. E. G. Penny, account, expenses.....	10	00	
		Jos. Caagrain, expenses.....	4	16	
		D. McDougall, account, expenses.....	150	00	
		John Lowe, account, Australian Exhibition.....	150	00	
		Wainwright, \$2.51; Buckley, \$2.93.....	5	44	
		W. F. Burditt, expenses balance.....	100	00	
					897 77
	25	Pay-list for week ending date.....	370	11	
		Expenditure for week ending date—			
		E. McGowen, board.....	5	00	
		E. Mooney, teaming.....	5	00	

DETAILED STATEMENT of Expenditure in Philadelphia, &c.—*Concluded.*

		\$	cts.	\$	cts.
1876.					
Nov. 25	Wheeler & Melick, boards.....	7	30		
	J. L. Wilt, nails, &c.....	4	55		
	J. Leslie, stores.....	4	58		
	J. L. Wilt, stores.....	2	00		
	John Gilmore, stores.....	87	00		
	Mrs. Rosette, house account.....	13	75		
	Petty expenses.....	0	71		
	Carriage hire from 9th May to 1st December.....	216	50		
	H. Connell, groceries.....	223	63		
	J. L. Wilt, nails.....	6	00		
	C. Paré, stores.....	2	81		
	H. Blithe do.....	4	03		
	Sundries.....	4	28		
	Merrick, milk.....	6	05		
	Hembolt, stores.....	11	88		
	Mabkem, house cleaning.....	7	50		
	Heaton, stores.....	7	12		
	Ice, bale of hay (packing).....	7	26		
	Servants.....	30	00		
	Cable to Paris (Bossange, medals).....	8	25		
	Petty expenses.....	3	82		
				1,039	13
27	Expenditure to date—				
	Printing House, awards.....	80	00		
	John Gélinas, stores.....	90	00		
	Jacob Sheen, stock, stores and packing.....	108	97		
	S. Richardson, express.....	19	50		
	Allison, machinery hall.....	18	95		
	Hon. E. G. Penny, expenses.....	22	90		
	Dr. May, packing (Education, Ont.).....	50	00		
	J. Perrault, travelling.....	60	00		
	do Expenses.....	14	50		
	do Travelling.....	25	00		
	Petty expenses.....	6	18		
				496	00
Dec. 2	Pay-list for week ending date.....	353	36		
	Expenditure for week ending date—				
	McGowen, board.....	5	00		
	Boxing for Australia.....	8	00		
	Petty accounts.....	10	95		
	do.....	15	46		
	C. Paré, boxing for Australia.....	15	00		
				407	77
" 9	Pay-list for week ending date.....	197	11		
	Expenditure for week ending date—				
	Burditt, expenses.....	8	30		
	Killfedder, labor.....	4	00		
	McGowen, board.....	5	00		
	J. Wilt, stores.....	6	00		
	C. Paré, extra work.....	7	32		
	Petty accounts.....	6	23		
				233	96
" 16	Pay-list for week ending date.....	181	99		
	Expenditure for week ending date—				
	B. Shenck, hogsheads.....	15	00		
	A. L. Jones, stores, &c.....	20	22		
	Petty accounts.....	10	18		
				227	39
" 23	Pay-list for week ending date.....	133	00		
	Expenditure for week ending date—				
	Burwell, stores.....	9	02		
	Burditt and others, expenses.....	12	08		
	J. Perrault, salary account.....	400	00		
	C. McBride, Grigg, Connell, stores.....	223	63		
				777	73
" 29	Draft on Montreal for balance.....			3,837	05
	United States currency.....			58,638	19

Note.—This represents in gold \$52,500, being \$52,000 remitted from Department of Agriculture and \$500 from Ontario Government.

DETAILED STATEMENT of Expenditure of \$3,837.05, U.S. currency, or \$3,578.05, gold, being the unexpended balance of remittances to Philadelphia, at close of the Exhibition.

1877.		\$	cts.	\$	cts.
Jan. '8	Jos. Perrault, account of salary.....	1,400	00		
	do sundry disbursements.....	219	45		
	do travelling.....	75	00		
	Montreal Herald Printing Co., printing Commissioners' Report.....	741	50		
	Fruit Growers' Association, expenses.....	35	00		
	H. Prinderville, services.....	25	00		
	Gas account in Philadelphia, balance.....	34	48		
	Express charges.....	5	52		
	F. Pickard, railway tickets for men employed on show cases.....	113	50		
	R. Stewart, travelling expenses.....	37	40		
	G. Bossange, balance of medals.....	866	20		
	J. H. Brown, services.....	12	00		
	B. Gehrman, costs for packing.....	13	00		
					3,578 05
	Or in American currency.....				3,837 05

DETAILS of Expenditure of \$1,432.50, being proceeds of sale of lumber and fixtures, at close of the Philadelphia Exhibition.

1877.		\$	cts.	\$	cts.
March 8	W. J. Maguire, special services.....	87	50		
	J. Paré, carpenter work.....	22	40		
	F. W. Burditt, services.....	18	00		
	Lovell Printing Co., binding.....	7	00		
	J. Perrault, travelling expenses.....	84	50		
	do account, salary.....	1,213	10		
					1,432 50

CASH STATEMENT, Philadelphia Exhibition, Canadian Commission.

		\$	cts.	\$	cts.
	Amount of Parliamentary Vote.....	100,000	00		
	Proceeds of sale of lumber and other fixtures, at close of Exhibition.....	1,432	50		
	Total expenditure to 31st January, 1878, as follows:—				
	Payments from Department of Agriculture, including expenses in Philadelphia.....	91,692	90		
	Payment from proceeds of lumber, &c.....	1,432	50		
					93,125 40
	Balance available, 31st Jan., 1878.....				8,307 90

DEPARTMENT OF AGRICULTURE,  
OTTAWA, 19th March, 1878.



(63)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For a list of all the employés of the Department of Marine in the District of Quebec, since 1861, (excluding the men employed in the River Police Force), with their salaries and respective places of residence.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th March, 1878.

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

# RETURN

(64)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For Copy of tenders for the construction of that portion of the Pembina Branch Railway, between St. Boniface and Selkirk, together with copies of all Reports, Correspondence and Orders in Council relating to the letting of this work.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 22nd March, 1878.

(Copy No. 13,602)

CANADIAN PACIFIC RAILWAY,  
OFFICE OF THE ENGINEER-IN-CHIEF,  
OTTAWA, 19th April, 1877.

SIR,—Mr. Fleming has consulted the Minister with reference to the enclosed, and he asks me to transmit it to you, with the request that you will send it over to Council in the usual way.

I am, &c.,  
(Signed) TOM R. BURPÉ,  
*Secretary.*

F. TRUDEAU, Esq.,  
Deputy Minister of Public Works

CANADIAN PACIFIC RAILWAY,  
OFFICE OF THE ENGINEER-IN-CHIEF,  
OTTAWA, 19th April, 1877.

(Memorandum.)

Under the contract with Sutton, Thompson and Whitehead, the rails have to be furnished them, in order that they may proceed with the track-laying on Section 14. The rails would, of course, have to be delivered at some point on, or adjacent to the line say at Selkirk. There are now 918 tons at Selkirk, sufficient to lay about ten miles. It therefore becomes necessary to transport as many as may be required to that point from Winnipeg, where they are now lying. The total quantity of rails required to lay the track, covered by the contract of Sutton, Thompson and Whitehead, is nearly 11,000 tons.

I sent a telegram a few days ago to St. Paul, enquiring of the forwarders <sup>there</sup> at what rate they would carry the rails from Winnipeg to Selkirk. I also telegraphed to the same effect to Winnipeg, and have received replies.

An offer has come from Mr. Vittson, the Manager of the Red River Transportation Company, offering to carry the rails at the rate of \$2.13 per ton (2,240 lbs) provided his offer be at once accepted, as the whole work will require to be done within the next five or six weeks, if done at all by water this season.

The cost of transporting these rails from Winnipeg to Selkirk, including the handling between the river's edge and the edge of the track, would probably be nearly \$3.00 per ton, which would come to over \$30,000 :

Mr. Whitehead offers to do the grading on the extension of the Pembina Branch at the same rate as his original contract, and lay the track at the same rate as the present contract for Sections 14 and 15. I have examined the profile of the line, and am of opinion that, for the present, the grade may be reduced in some places about a foot, so as to decrease the number of yards in the embankment to about 8,000 yards per mile, and on this I have based the following estimate.

Grading 20 miles @ 8,000 c. yards ; 160,000 c. yards @ \$0.22....	\$35,200
Ties, do do 45,000 do @ .40....	18,000
Track-laying 20 miles .....	290 00.... 5,800
Bringing streams.....	1,000
	<u>\$60,000</u>

From this it would appear that the track could be laid on the Pembina Branch at sub-grade for only \$30,000 more than the cost of transporting the rails by water ; and I would wish to suggest, for the consideration of the Minister, whether it would not be better to enter into the arrangement with Mr. Whitehead.

I do not mean that the northern end of the Pembina Branch should remain at what I have called sub-grade, as in that condition it would not be so efficient ; but it would answer the purpose of conveying material forward to the trunk line for some years to come, and it must be borne in mind that there will be as much difficulty in getting rolling stock taken to Selkirk when it is required bye-and-bye, as it is now in getting the rails down, unless the Branch be extended as now suggested.

I would submit another reason why it would be advisable at once to carry out the above suggestion. The line between Winnipeg and Selkirk passes a deposit of gravel suitable for ballast, while the impression is that there is no material on Section 14 suitable for the purpose.

Then the contractor would be enabled to go on with this part of his work at an early day, if the track was laid as proposed, on the extension of the Pembina Branch.

(Signed) SANDFORD FLEMING,

*Engineer-in-Chief.*

(Copy of No. 13,685)

CANADIAN PACIFIC RAILWAY,

OFFICE OF THE ENGINEER-IN-CHIEF,

OTTAWA, 2nd May, 1877.

SIR,—With regard to the extension of the Pembina Branch, from Winnipeg to Selkirk, as referred to in my letter of the 19th April last, and your communication of the 30th of the same month, I would suggest that in order that there may be no misunderstanding, as to the terms upon which the work is to be done, an Order in Council be passed, accepting the proposal of Mr. Whitehead, and defining the terms.

As I understand the proposal is as follows :—The grading (not exceeding 8,000 yards per mile) to be done at the price of Mr. Whitehead's original contract for the Pembina Branch, viz., 22 cents per yard. The other work to be done at the price

of Messrs. Sutton, Thompson, and Whitehead's contract for Section 15, viz : Ties, 40 cents each ; track-laying and ballasting \$290 per mile.

It will be necessary, I think, to view this matter in the light of a supplementary contract for the Pembina Branch.

It should not be done under the 15 contract, as the account for the Pembina Branch should be kept distinct from the main line.

I am, etc., etc.,  
(Signed) SANDFORD FLEMING.

F. BRAUN, Esq.,  
Secretary of Public Works.

(Copy of No. 7,818.)

11th May, 1877.

Authorize Mr. Whitehead to proceed with the Pembina extension, as part of the first contract, at twenty-two (22) cents for earth work, and the other work at prices as per his contract fifteen (15).

(Signed) F. BRAUN,  
Secretary.

J. H. ROWAN, Winnipeg.

(Copy of No. 13,763.)

Copy of a Report of the Committee of the Honorable the Privy Council, approved by His Excellency the Governor-General in Council, on the 11th May, 1877.

On a Report dated the 28th April, 1877, from the Hon. the Minister of Public Works, stating that under the contract entered into with contractors for Section No. 14 of the Canadian Pacific Railway, the Government are required to furnish the rails to be used in the laying of the track.

That the weight of rails necessary for that purpose is stated by the Chief Engineer of the Canadian Pacific Railway to be nearly 11,000 tons, and he adds that there are 918 tons already on the spot ready for use, at Selkirk, leaving, say, 10,082 tons still to be supplied.

That it is necessary to provide for the transport of this quantity of rails from Winnipeg to Selkirk during the present season.

That it has been ascertained that the probable cost of transportation by water, between the points named, would be \$30,000, and that to enable the service to be performed, at even this cost, the work would have to be done within the next five or six weeks, before the water of the river subsides.

That it is suggested, that under these circumstances, it is expedient to extend the Pembina and Winnipeg Branch Railway, which at present terminates at Winnipeg, to Selkirk, a distance of 20 miles.

That the Chief Engineer represents that Mr. Whitehead, Contractor, has offered to do the grading of this extension line at the rate for grading mentioned in his contract, viz : 22 cents per cubic yard, and to lay the track at the rate given in his present Pacific Railway Contract, viz : \$290 per mile ; and the Chief Engineer, by reducing the grades on the profiles, in some places about a foot, so as to decrease the number of yards of embankment to about 8,000 yards per mile, is able to furnish the following estimate of the cost of this 20 miles of railway, viz :—

Grading, 20 miles at 8,000 cubic yards, 160,000 cubic yards at 22 cents.....	\$35,200
Ties, 45,000 at 40 cents .....	18,000
Track-laying, 20 miles at \$290.....	5,800
Bridging streams .....	1,000

\$60,000

It will be seen, the Minister observes, that the whole cost of laying the track, grading, &c., as above, is only \$30,000 more than the cost of transportation of the rails by the cheapest means available from Winnipeg to Selkirk.

It further appears, that by opening up this line of railway at once a deposit of gravel, suitable for ballast, would be rendered available for early use on Section 14, on which section, the impression is, there is no such material to be found.

That the line, it is pointed out, would also be useful for getting rolling stock taken to Selkirk when it is required for the main line of the Pacific. In view of these considerations, the Minister is of the same opinion as the Chief Engineer, that it is advisable to proceed at once with the construction of this extension of the Pembina Branch Railway from Winnipeg to Selkirk;—and he accordingly recommends that he be authorized to issue instructions to Mr. Fleming, Chief Engineer, to direct the contractor (Mr. Whitehead), to carry out the work at the prices mentioned, viz: grading 22 cents per cubic yard, such price being the amount as per contract for the construction of the branch from the main line to the boundary near Pembina, ties 40 cents, track-laying, \$290 per mile, such prices being those specified in the contract for ties on the main line between Selkirk and Kewatin, on Contracts 14 and 15; bridging \$1,000, the whole cost not to exceed \$60,000.

The Minister observes that it is not intended this road should remain in what the Engineer terms a condition of "sub-grade," as in that state it would not be so efficient, though it would answer the purpose for which it would be required for some years to come, viz: the transportation of materials, &c.

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

(Signed)

Certified

W. A. HIMSWORTH,

Clerk, Privy Council.

(Copy of No. 7,856.)

16th May, 1877.

SIR:—I beg to inform you that, on the 7th instant, Mr. Rowan was instructed, by telegraph, to authorize Mr. Whitehead to proceed with the works on the Pembina Extension, as part of his first contract, at twenty-two (22) cents per cubic yard for earth excavation, and the other work as per prices in his contract for Section (16) fifteen.

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

(Signed)

F. BRAUN,

Secretary.

MARCUS SMITH, Esq.,

Acting Chief Engineer

Canadian Pacific Railway, Ottawa.

(65)

## RETURN

- To an ADDRESS of the HOUSE OF COMMONS, dated 11th March, 1878 ;—For
- 1st. A detailed statement of all sums of money received by Pierre Alexis Tremblay, Esq., Land Surveyor, in connexion with the Ordinance Lands in 1876 and 1877 ;
  - 2nd. A statement showing all the sums of money received during the said two years by Dorila Tremblay, as Lighthouse Keeper at Portneuf, from the Department of Marine and Fisheries ;
  - 3rd. A similar statement about Hilaire Tremblay, as Lighthouse Keeper at Bay St. Paul ;
  - 4th. A similar statement about Thomas Tremblay, for services rendered by him in the Department of Marine and Fisheries, in the Quebec Agency ;
  - 5th. A similar statement about William Tremblay, for services rendered by him in the same Department, Quebec Agency ;
  - 6th. A similar statement about Simon Tremblay, as mail carrier, from St. Alphonse and Chicoutimi wharfs to the Chicoutimi post office ;
  - 7th. A similar statement about Louis Guay, as Lighthouse Keeper at Tadousac ;
  - 8th. A similar statement about J. A. Gagné, Esq., Official Assignee at Chicoutimi, for services rendered by him in connexion with the arrest of certain parties on the Island of Anticosti ;
  - 9th. A similar statement about Mr. Johnny Guay, Merchant, of Chicoutimi, for services rendered by him in the Department of Marine and Fisheries, Quebec Agency, and in the Department of Public Works, in connexion with the lighthouses, lighthouse keepers, buoys, range-lights, and the Government wharfs and slides in the Counties of Chicoutimi and Saguenay.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th March, 1878.

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

(66)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated the 4th March, 1878;—For a Return showing what Lights have been built at Tignish Breakwater during the past season; how, and with whom contracted for, and by whom built; amount of contract; the amount paid, and to whom paid; together with copies of all correspondence or communications from the Agent for the Marine and Fishery Department in Prince Edward Island relative thereto.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th March, 1878.

(67)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878;—For copy of all Orders in Council relating to balances of appropriations of 1876-7, which may have lapsed and been carried over to the following year, in accordance with the 35th Section of the Act 31st Victoria, chapter 5.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th April, 1878.

# M E S S A G E

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL.

DUFFERIN.

The Governor General transmits to the Senate and House of Commons an Address from the Legislative Council of the Province of Quebec to the Senate and House of Commons; Also, an Address from the Legislative Assembly of the Province of Quebec to the Senate and House of Commons — on the subject of recent Ministerial changes in that Province.

GOVERNMENT HOUSE,  
OTTAWA, 22nd March, 1878.

LEGISLATIVE ASSEMBLY,  
Friday, 8th March, 1878.

*Resolved*, That the following Address be presented to His Excellency the Governor General of the Dominion of Canada, to the Senate and Commons of Canada, and to His Excellency the Lieutenant Governor of the Province of Quebec.

Attest.

E. SIMARD,  
D. C. L. A.

LEGISLATIVE ASSEMBLY,  
Friday, 8th March, 1878.

*Resolved*, That the said Address be engrossed and signed by Mr. Speaker, and that it be transmitted to His Excellency the Lieutenant Governor of the Province of Quebec, with prayer that he transmit the same to His Excellency the Governor General of Canada, and that the said Address be also transmitted to the Senate and House of Commons of Canada.

Attest.

E. SIMARD,  
D. C. L. A.



TO THE HONORABLE THE MEMBERS OF THE SENATE, AND OF THE  
HOUSE OF COMMONS OF THE DOMINION OF CANADA,  
IN PARLIAMENT ASSEMBLED.

The humble Address of the Legislative Assembly of the Province of Quebec, respectfully sheweth:—

That it appears from the explanations given by the Honorable M. Angers, and from the official correspondence communicated to this House, that His Excellency the Lieutenant Governor acknowledges that the Members of the DeBoucherville Cabinet have acted in good faith in the discharge of their duties;

That His Excellency has allowed the measures submitted by his Government to this House, and to the Legislative Council, to be discussed and voted upon without order on his part to suspend them;

That, whilst asserting their devotion to our Gracious Sovereign, and their respect towards His Excellency the Lieutenant Governor of this Province, this House is of opinion:

That the dismissal from office of the DeBoucherville Cabinet has taken place without reason, constitutes an imminent danger to the existence of responsible government of this Province, and is an abuse of power in contempt of the majority of this House, whose confidence they possessed, and still possess, and is a violation of the liberties and will of the people.

And your petitioners will ever pray.

[L.S.]

LOUIS BEAUBIEN,  
*Speaker of the Legislative Assembly  
of the Province of Quebec.*

LEGISLATIVE ASSEMBLY,  
QUEBEC, 8th March, 1878.

GOVERNMENT HOUSE,  
QUEBEC, 18th March, 1878.

SIR,—I have the honor to forward you an Address to the Honorable the Senate and House of Commons of Canada, voted by the Legislative Council of the Province of Quebec, on the 8th instant.

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

L. LETELLIER.

The Hon. R. W. SCOTT,  
Secretary of State,  
Ottawa.

LEGISLATIVE COUNCIL,  
Friday, 8th March, 1878.

*Resolved,* That this Address be engrossed and signed by the Speaker of this House, and transmitted by him to His Excellency the Lieutenant Governor of the Province of Quebec, with a request that he will transmit it to His Excellency the Governor General of the Dominion of Canada, and to the Senate and House of Commons of Canada.

Attest.

BOUCHER DEBOUCHERVILLE,  
*Clerk, Legislative Council.*

TO THE HONORABLE THE SENATE AND HOUSE OF COMMONS OF  
THE DOMINION OF CANADA.

The humble Address of the Honorable the Legislative Council of the Province of Quebec respectfully sheweth:—

That it appears from explanation given by the Honorable M. DeBoucherville, and from official correspondence communicated to this House, that His Excellency the

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Lieutenant Governor acknowledges that the Members of the DeBoucherville Cabinet acted in good faith in the discharge of their duties;

That His Excellency permitted the Bills submitted to this House, and to the Legislative Assembly, to be discussed and voted upon without any order on his part to suspend them;

That, whilst expressing its loyalty and devotion to our Gracious Sovereign, and its respect for the Lieutenant Governor of this Province, this House is of opinion:

That the dismissal from office of the DeBoucherville Cabinet having taken place without sufficient cause, constitutes an imminent danger to the maintenance of responsible government in this Province, is an abuse of power exercised in contempt of the majority of both Houses whose confidence they possessed, and still possess, and a violation of the rights and will of the people.

HENRY STARNES,  
*Speaker, Legislative Council.*

LEGISLATIVE COUNCIL,  
Friday, 8th March, 1878.

68—1½

## MESSAGE

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL

*DUFFERIN.*

The Governor General transmits to the Senate and House of Commons a Memorandum from His Honor the Lieutenant Governor of the Province of Quebec, with accompanying documents, containing explanations in reference to the recent Ministerial changes in that Province.

GOVERNMENT HOUSE,

OTTAWA, 26th March, 1878.

*(Translation.)*GOVERNMENT HOUSE,  
QUEBEC, 19th March, 1878.

To His Excellency The Right Honorable  
The Earl of Dufferin, K.P., K.C.B., G.C.M.G.,  
Governor General of Canada,  
Ottawa.

MY LORD,—The annexed explanatory case which I now address to Your Excellency, will, I am persuaded, have the effect of shewing that I have always acted towards M. DeBoucherville and his colleagues with good will, and with every desire of affording to them co-operation during their tenure of office.

What might have tended to produce unfortunate conflicts between myself and my Cabinet was almost invariably smoothed over by my friendly desire to overlook the irregularities which I have noted in the present statement of facts.

I hope, my Lord, that the difficult position which I have been compelled to occupy, will be justified, not only because it is constitutional, but also because the conduct of my Cabinet endangered not only the prerogatives of the Crown, but also the most important interests of the people of this Province.

I have the honor to be, My Lord,

Your most obedient servant,

(Signed) L. LÉVELLER,  
*Lieut. Governor.**(Translation.)*GOVERNMENT HOUSE,  
QUEBEC, 18th March, 1878.

To the Right Honorable  
The Earl of Dufferin, K.P., K.C.B., G.C.M.G.,  
Governor General of Canada,  
Ottawa.

MY LORD,—I have the honor now to submit for Your Lordship's consideration documents and details which I could not lay before the public, but from which it would have been more clearly understood that the dismissal of M. DeBoucherville's Cabinet was forced upon me by circumstances.

These details are not contained in the correspondence which I authorized M. DeBoucherville to place before the Houses, and which are hereunto annexed.

From the day that I was, by Your Excellency, raised to the position I occupy at present, all my private relations with the members of my Cabinet, up to the time of their dismissal from office, were, I must admit, generally of an agreeable nature; but in those of an official character with the Premier, I almost invariably felt that I did not enjoy that entire confidence on his part, which is the chief element of a cordial understanding between the Representative of the Crown and his advisers.

After having studied the general state of the affairs of our Province, after having become convinced that legislative and administrative changes were becoming more and more necessary, I decided upon using with moderation, and with the greatest possible discretion, the influence attached to my position, in order to obtain the realization of that which I deemed to be of the greatest advantage to the Province.

I regret to state to Your Excellency that, although M. DeBoucherville did, on most occasions, take my advice in good part and generally approved of it, he, nevertheless, almost always acted as though he had never received it. Nevertheless, far from using my authority to obstruct his action in any way, I invariably treated him with great indulgence, as will appear to Your Excellency by the following facts:—

1st. During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier. I made the observation that such an act would entail too serious consequences to allow of its being passed over.

As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable.

2nd. During the same Session another Bill was submitted to me for my sanction. On examining it, I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

“(Private.)

“QUEBEC, 27th Dec., 1876.

“MY DEAR PREMIER,—A Bill (E) which originated in the Council, was passed by the Legislative Assembly without amendment; upon reading it, before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

“You followed the usual practice in not fixing the amount of the penalty in the Legislative Council; but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount, fixed by the House, or it may have been an error in the proof sheets.

“While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word “amender” is in the infinitive mood. I notice this latter inaccuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you an omission which I consider fatal.

“Yours, very truly,  
“L. LETELLIER.”

(Signed)

The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him.

3rd. In March, 1877, (*vide* Appendix A), my advisers caused me to make an appointment of a Municipal Councillor for the south ward of the village of Montmagny, under the pretext that there had been no election, or that if such election had taken place, it was illegal.

The whole of the circumstances connected with this case, I deem it my duty to explain to Your Excellency, on account of the important principle involved therein.

After due personal examination of the petitions and other accompanying documents relating to that election, I called on the Premier, at his own office, to beg of him not to hurry the appointment which he was asked to make of a Municipal Councillor for that locality, before receiving more ample information.

I pointed out to him that it appeared that a municipal election had taken place, and, that in such case, as a principle, the Executive Council should not interfere.

I added that from the moment that a legal, or even an illegal election had taken place, the duty of deciding it rested with the Courts in accordance with the ordinary course of law, of which they are the interpreters.

I then intimated to M. DeBoucherville that I maintained on principle that all matters cognisable by the Judiciary should be invariably left to the Courts, which, from their organization, are better fitted than the Executive to enquire into matters of fact and of evidence, and that I would never allow the substitution of the powers of the Executive for those of the Courts, when the latter had jurisdiction.

The Premier admitted that that opinion and the principles on which I based it were in conformity with his ideas and necessary for the proper administration of justice. He asked me if I would consent to see M. Angers, the Attorney-General, on the subject.

I at once consented, and the Attorney-General was immediately sent for: the facts connected with that election difficulty, and my views regarding them were then communicated to him. He promised that before any appointment should be made by the Lieutenant Governor, he would make enquiry.

Shortly afterwards he reported to me that he had made an enquiry into the facts of the case, and, at his suggestion, I appointed Jules Bélanger to be Councillor.

In the beginning of March, 1877, difficulties and quarrels arose at Montmagny in consequence of that election.

After that appointment those quarrels broke forth afresh in the Municipal Council itself, from which the Councillor whom I had thus been caused to appoint, was expelled with violence. That appointment I was recommended to make, notwithstanding the fact that an election had taken place; that it had been held and presided over by the Mayor, that Eugene Fournier had been returned by acclamation, that he had been sworn in according to law, and that, at the very time when the appointment of Jules Bélanger was recommended to me, the person thus elected had in fact taken his seat, had been sworn, and had sat at the said Council, as appears by the Minutes of the Council.

When I afterwards learned these facts, I communicated them to the Premier, whom I requested to prepare a revocation of the appointment which I had thus been caused to make, contrary to the principles above set forth, and the justice of which he had himself admitted.

The Premier answered that the matter was of a very delicate nature, as such a proceeding would be contrary to the recommendation of M. Angers, his Attorney-General; he concluded by saying that he would get him to prepare a report on the subject.

I received that report some days later. After having read it, I again intimated to M. DeBoucherville, that in the interests of peace, and in conformity with the principle that Executive should not be substituted for Judicial power in matters within the province of the latter, I insisted upon the revocation being made.

After waiting several days for an answer, and not having received any from the Premier, I addressed a letter to him, of which the following is a copy:—

“ (Private and Confidential.)

“ QUEBEC, 14th March, 1877.

“ MY DEAR DEBOUCHERVILLE,—I have not received any answer on the subject of the appointment of a Councillor at Montmagny.

" Those who deceived the Government in order to induce me to perform an Executive act in connection with a question which they then knew to be within the Judicial power, do not, in my opinion, deserve consideration which cannot but be injurious to the Government and myself.

" The remedy is very simple—rescind the appointment—allow the parties interested to fight it out before the Courts.

" Yours very truly,  
(Signed) " L. LETELLIER."

If, my Lord, I insist upon this latter point, it is to shew Your Excellency that the Prime Minister was then perfectly aware of my views on that point, and should not, in consequence, have introduced, during the last Session of our Legislature, any legislative measure or performed any administrative act tending to substitute Executive for Judicial power, without notifying me, and especially without advising me on the subject.

It was easy for the Premier to understand, from my remarks and the frequent conversations which I had with him, that I could not consent to see Her Majesty's subjects despoiled of the right guaranteed to them by Magna Charta, that their property should never be interfered with, except in virtue of a judgment rendered by the tribunals of the country.

4th. On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Honorable M. Chapleau, and in a postscript I said: " Please oblige me by telling the Premier that if he needs my concurrence, Mr. Gütier may bring down to me the documents requiring my signature."

M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them.

I leave you, my Lord, to judge in what manner my views were interpreted.

5th. Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville the letter of which the following is a copy:—

" (Private.)

" QUEBEC, 6th Nov., 1877.

" THE HON. C. B. DEBOUCHERVILLE,  
" Premier.

" MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published under my signature, two proclamations which I had not signed.

" One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving.

" These proceedings, the nature of which I shall not characterize, entail, apart from their impropriety, invalidities which you will easily understand."

" Yours very truly,  
(Signed) " L. LETELLIER."

The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject.

" M. DeBoucherville came on the same day he received the letter, to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used, when necessary for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me; which M. DeBoucherville assured me would be the course followed in future.

6th. But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

(Signed) L. L."

From the conversations which I have held with M. DeBoucherville, there results a fact, which, if it were known, would of itself have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

On two different occasions, some time after the Session of 1876, I pointed out to him that millions had been voted to aid railways in general, at a time when our finances did not appear to me to be in a condition to warrant, all at once, a lavish expenditure in subsidizing these numerous undertakings, particularly as, apart from that, our credit was so heavily pledged towards the building of the "Quebec, Montreal, Ottawa and Occidental Railway."

He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the members whose counties were traversed by those railways, would cease to be secured to Government; that there would be no means of having a majority; that those members formed combinations—"Rings"—to control the House.

M. DeBoucherville is not unaware that I thereupon told him that it was better to save the Province than a Government, and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well meaning men, from both sides of the House, rather than submit to the dictation of those "Rings," and to the control of those combinations.

When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those "Rings," when by his legislation he sought to favor them anew during the last Session, without having previously advised with me, had I not the right, as the Representative of my Sovereign, to believe and to be convinced that M. DeBoucherville did not possess a constitutional majority in the Legislative Assembly?

7th. In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney General Angers, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last for that purpose. They added to that communication a Report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain.

I shall point out, my Lord, one fact alone to prove that incorrectness and that impropriety. The Hon. Messrs. DeBoucherville and Angers, in their explanations to the two Houses, lay great stress on the telegram which M. DeBoucherville dispatched to me at Rivière Ouelle, to ask my permission to introduce resolutions concerning the finances, and on the blank signature that I sent up in answer to it.

But these gentlemen themselves had that blank signature filled up by my private Secretary, so as to give to the telegram the meaning which I attributed to it, namely, a request for permission to introduce the supplies. The following is a copy of the Message produced with that blank signature:—

"Mr. Treasurer Church presented a Message from His Excellency the Lieutenant Governor as follows:—

"*L. LETELLIER*,—

"The Lieutenant Governor of the Province of Quebec transmits to the Legislative Assembly the Supplementary Estimates for the current year and for the fiscal year ending 30th June, 1879, which, in conformity with the provisions of the 54th Section of the British North America Act, 1867, he recommends to the Legislative Assembly.

"GOVERNMENT HOUSE,

"QUEBEC, 30th January, 1878."

My Ministers never had, by their own admission, any other authorization from me for the introduction of their Railway and Taxation resolutions than the blank signature above mentioned, in which not a word is said of them. Besides which, it will be noticed that the Railway resolutions were introduced on the 29th January, whereas the Message is dated the 30th.

It is for this reason, my Lord, that I bring to your knowledge all the facts and details which are connected with the relations which I have had with M. DeBoucherville and his colleagues.

Were the controversy with me alone, as a private individual, I would abstain from any remonstrance against the injustice of their reflections upon the conduct of the Representative of the Crown, which they have made in violation of their duty; but in this matter the maintenance of the constitution is at stake.

If, without any authority from me, proclamations have been published which I never signed, is it surprising that Messages were communicated in my name to the Houses respecting which I had never been consulted?

It is because, as the Representative of my Sovereign, I have been unjustly and shamefully dragged before the public that I make known to you, my Lord, that, in the performance of my duty as Her Representative, my object has not only been to protect the dignity of my office but to afford to the people of this Province an opportunity of knowing that, under existing circumstances, the exercise of the Royal Prerogative has not been hostile to their constitutional liberties; but that, on the contrary, it has afforded them the means of freely exercising their judgment.

There results, my Lord, from what I have now stated:—

1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the Representative of the Crown.

2nd. That my name has been used by the members of the Government in the signature of documents which I had never seen.

3rd. That a Proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto.

4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances.

5th. That, although I had intimated to the Premier by my advice, and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the arbitrary decisions of the Executive in matters within the jurisdiction of the courts of justice, he thought proper, without my participation and without advising me, to propose to both Houses, in legislating for the "Quebec, Montreal, Ottawa and Occidental Railway," to substitute the power of the Executive for that of the Judiciary.

6th. That, without having advised me, and without having received authorization of any sort whatever from me, the Government of M. DeBoucherville proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, &c., while no Message from me had been asked for this object, nor signed by me to authorize its proposition to the Houses.

7th. That, after its dismissal, the Government of M. DeBoucherville again failed in its duty by assigning reasons for the adjournment of the House from day to day, different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown.

8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant-Governor of the 4th March last, limited his explanations to the communication to both Houses of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March, instant.

9th. That therefore the additions and the comments made by the Premier before the Legislative Council, and by the Attorney General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant Governor and the Premier.



10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant Governor under the necessity of bringing under the notice of Your Excellency all the reasons for that dismissal.

I have the honor to be, my Lord,

Your Excellency's most obedient servant,

(Signed)

L. LETELLIER,

Lieutenant Governor.

#### APPENDIX A.

(Translation.)

##### SUMMARY OF OFFICIAL RECORD.

In January, 1877, an election had taken place for the South Ward of the Village of Montmagny. That election having been declared null and void by the Court, it ordered a fresh election and appointed Eugène Hamond to preside thereat.

On the day fixed, Eugène Hamond refusing to preside, Naz. Bernatchez, Esq., Mayor of the Municipality, the Senior Magistrate present, presided.

The meeting elected Eugène Fournier.

Eugène Hamond wrote to the Lieutenant Governor that he had not presided at the meeting, without adding, however, that there had been (no) election. He recommended at the same time, that Jules Bélanger be appointed.

Eugène Fournier, elected at the meeting of the 19th February, took the oath of office and took his seat on the 23rd February.

On the 3rd of March, the Attorney General (M. Angers) recommended the appointment of Jules Bélanger, who was accordingly appointed on the 7th of the same month.

On the 10th of March, Mr. Bernatchez, Mayor of Montmagny, addressed to the Lieutenant Governor a memorial setting forth the facts, and praying that the appointment be cancelled.

On the 15th of March, the Attorney General made a report, recommending that the appointment of Jules Bélanger be maintained.

On the 27th of March, the Lieutenant Governor revoked that appointment, on a report of the Government.

#### APPENDIX B.

(Translation.)

QUEBEC, 4th March, 1878.

The Lieutenant Governor desires that his two memoranda (of the 25th February and 1st March), addressed to the Hon. M. DeBoucherville, and the answers made to those memoranda by the Hon. M. DeBoucherville (of the 27th February and 3rd March), be not now communicated to both Houses.

That communication, authorized by the Lieutenant Governor at the request of the Hon. M. DeBoucherville, should be made as soon as the arrangements for the formation of a new Executive Council are completed.

The Hon. M. DeBoucherville may communicate to the Houses that the adjournment from day to day is rendered necessary by the last mentioned cause.

(Signed)

L. LETELLIER.

To the Hon. C. B. DEBOUCHERVILLE,  
Quebec.

(Translation).

QUEBEC, 4th March, 1878.

YOUR EXCELLENCY,—In conformity with your wish expressed in a letter of to-day's date, I shall withhold, until the formation of a new Executive Council, the explanations I was authorized by Your Excellency to communicate to the Houses.

I have the honor, &amp;c.,

(Signed)

C. B. DEBOUCHERVILLE.

(Translation.)

GOVERNMENT HOUSE,

QUEBEC, 25th February, 1878.

The Lieutenant Governor desires the Executive Council to prepare, for his consideration, a "factum" containing a copy of the following documents, viz:—

1. A copy of the Acts of the Federal Parliament authorising the construction of the railway now known under the name of "Quebec, Montreal, Ottawa and Occidental," as well as a copy of the Acts of the Legislature of the Province of Quebec respecting the said railway.

2. A copy of the Acts of the Legislature of the Province of Quebec, respecting the building of the railway between Quebec and Montreal, which line is commonly designated by the name of "North Shore Railway."

3. A copy of the by-laws of each of the municipal corporations by which they undertook to help in constructing the said railways.

4. A statement of the amount of the bonus paid by each of those corporations, and a copy of the correspondence between the Government, its Commissioners or the contractors for the said railways, and the aforesaid municipalities, with regard to their bonus or subsidy.

5. A copy of the various contracts entered into for the building of those several roads.

6. A copy of the official or *confidential* reports of the Engineers who have been ordered to locate those lines of railway in whole or in part.

7. A copy of the report of the Railway Commissioners submitted to the Houses, during the present Session, with regard to the said railways.

8. A copy of the representations made to the Government by the municipal bodies so interested or the ratepayers of those municipalities, with regard to the conditions of their bonus or subsidy.

9. A copy of the resolutions which have been proposed to the Provincial Legislature during the present Session, with regard to the aforesaid subsidies, and to facilitate the payment and collection thereof.

10. A copy of the Bill based on those resolutions which has been introduced in the Legislature of Quebec during the present Session.

11. A plan showing the several locatings of each of the said railways or of any part of them.

12. A statement of the reasons which led the Provincial Government not to be satisfied with the provisions of the statutory and public law, and of the Civil Code of this Province for the recovery of any sums of money which may be due by those corporations, but, without previously advising in any way with the Lieutenant Governor, to propose *ex post facto* legislation, to compel them to pay.

Another very important Bill, to make provision for levying new taxes, has also been proposed to the Legislature, without having been previously submitted for the consideration of the Lieutenant Governor.

The Lieutenant Governor quite understands that propositions of secondary importance, and on which he has been previously officially informed, may be, as matter of routine, proposed to the Houses, without a special order from himself; but he cannot in any way permit that the Executive should make communications in his name to the Legislature, with regard to measures which are of a new and important character, without his special authorization, and without his having been previously fully informed and advised in respect thereof.

(Signed)

L. LETELIER,

Lieutenant Governor.

*(Translation.)*

QUEBEC, 27th February, 1878.

To His Excellency the Lieutenant Governor  
of the Province of Quebec.

YOUR EXCELLENCY,—I have the honor to acknowledge receipt of the memorandum which your Excellency caused to be handed me yesterday afternoon by your Aide-de-Camp, who informed me at the same time that you were ill in bed.

I have submitted that memorandum to the Executive Council, and will see, as your Excellency desires, that diligence is used to cause all the documents asked for to be transmitted to you as soon as possible.

Anticipating the factum which your Excellency wishes to have, and which will contain a more detailed statement of the motives which have induced the Provincial Government to propose the measures to which you draw my attention, I deem it my duty to represent to you:

That, amongst others, the reasons which led the Government to submit to the Legislature a law compelling the municipalities to pay their subscriptions towards building the Provincial Railway, on the decision of the Lieutenant Governor in Council, under a sworn report of a competent engineer, and after a fifteen days' notice, to give those municipalities an opportunity of being heard, are the manifestations of bad faith of certain municipalities, shewn in certain cases by their neglect to respond to the calls of the Treasurer, in others by their formal refusal to pay, and in certain cases by resolutions adopted demanding new conditions in respect to the agreements they had entered into with the Government.

The Government believed that, without such legislation, the object of which is to avoid the slowness of ordinary judicial proceedings, the result of the bad faith of the municipalities would have been either to necessitate a new loan by the Province, and therefore an unjust charge upon municipalities who had entered into no agreement, and who are to derive no immediate advantage from the construction of the road, or to put a complete stop to the works begun, with the inevitable loss of the interest on the enormous capital already invested in the enterprise, and the other damages which would result. The Government, firstly obliging itself by that law to fulfil the conditions agreed upon with those municipalities, believed that in substituting for the ordinary Courts, the Lieutenant Governor with an Executive Council, responsible to the Legislature and to the people, they were offering to parties interested, a tribunal which insured them as many guarantees as the ordinary Courts.

I would further bring under your Excellency's notice that provisions of a similar nature to this legislation exist already in our Statutes. I may cite to your Excellency Chap. 83 of the Consolidated Statutes of Canada, and also Chap. 47 of 36 Vict. of the Statutes of Ontario.

I respectfully submit to your Excellency that a law framed to better assure the execution of a contract cannot produce a retroactive effect; it enacts for the future, and has for its end the respective interests of both parties.

I would now beg your Excellency to observe that while you were at Rivière du Loup, I had the honor to ask your authority to put the question of finance before the House, and that you kindly answered, stating you were forwarding through the mail a blank, which act I took at that time as a great mark of confidence on your part. I received, in fact, a blank, with your signature, and I gave it to the Treasurer, who had it filled up by your Aide-de-Camp. Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters, which your Excellency gave me with your ordinary courtesy.

That permission I may say, had always been granted me by your predecessor, the lamented Mr. Caron. I must admit that with that permission and being convinced your Excellency had read the Treasurer's speech, in which he announced the taxation subsequently proposed, I considered myself authorized to tell my colleagues that I had your permission for all money measures.

I beg your Excellency to believe that I never had the intention of assuming the right of having measures passed without your approbation, and that in this case,

having had occasion to confer with you with regard to the law respecting the Provincial Railway, and not having orders to suspend it, I did not think your Excellency would see in that measure any intention on my part of disregarding your prerogatives, which nobody is more disposed to respect and uphold than myself.

I have the honor, &c., &c.,

(Signed)

C. B. DEBOUCHERVILLE.

(Translation)

GOVERNMENT HOUSE,  
QUEBEC, 1ST MARCH, 1878.

To the Hon. C. B. DEBOUCHERVILLE,

Prime Minister, Quebec.

The Lieutenant Governor, taking into consideration what the Prime Minister communicated to him verbally (27th Feb.,) and taking into consideration the letter which the Premier then handed to him, is ready to admit that there was no intention on the part of the Premier to disregard the prerogatives of the Crown, and that there has been on his part only an error committed in good faith, in interpreting as he did the words of the Lieutenant Governor in their interview of the 19th February instant; words which did not convey the sense of authorization which the Premier attached to them.

With such an interpretation, and the instructions which were in consequence given by the Premier to the Hon. Messrs. Angers and Church, those gentlemen have done nothing, knowingly, not in conformity with the duties of their office.

As to the blank which the Lieutenant Governor sent him from Rivière Ouelle, the Lieutenant Governor knew that that blank would be used to lay the Estimates before the House.

That act was a mark of confidence on his part, as the Premier characterises it in his letter of the 27th; but that act was confidential.

The Lieutenant Governor deems it right to observe that, in his memorandum of the 25th Feb., inst., he in no way expressed the opinion that he believed that the Premier ever had the intention of taking upon himself the right "of having measures passed without his approbation, or of disregarding the prerogatives of the Representative of the Crown."

But the Prime Minister cannot lose sight of the fact that although there was no intention on his part, in fact the thing exists, as the Lieutenant Governor told him.

The fact of having proposed to the Houses several new and important measures without having previously in any way advised the Lieutenant Governor thereof, although the intention of disregarding his prerogatives did not exist, does not the less constitute one of those false positions which places the Representative of the Crown in a critical and difficult position with regard to the two Houses of the Legislature.

The Lieutenant Governor cannot admit that the responsibility of this state of affairs should rest with him.

With regard to the Bill intitled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway," the Premier cannot claim for that measure the asserted general authorization which he mentions in his letter, for their interview was on the 19th February, and that Bill was before the Legislature several days before that date, without the Lieutenant Governor having been, in any way, informed of it by his advisers.

The Lieutenant Governor expressed, at that time, to the Premier, how much he regretted that legislation; he represented to him that he considered it contrary to the principles of law and justice; notwithstanding that, the measure was carried through both Houses until adopted.

It is true that the Premier gives in his letter, as one of the reasons for acting as he did, "that this permission of using the name of the Representative of the Crown, had besides always been granted him by the predecessor of the present Lieutenant Governor, the lamented Mr. Caron."

This reason cannot be one for the Lieutenant Governor; for in so acting he would have abdicated his position as Representative of the Crown, which act neither the Lieutenant Governor or the Premier could reconcile with the obligations of the Lieutenant Governor towards the Crown.

The Lieutenant Governor regrets having to state, as he told the Premier, that he has not been informed, in general, in an explicit manner, of the measures adopted by the Cabinet, although the Lieutenant Governor had often given the Premier an opportunity to do so, especially during last year.

From time to time, since the last Session of the Legislature, the Lieutenant Governor has drawn the attention of the Premier to several subjects regarding the interests of the Province of Quebec, among others: 1st. The enormous expenditure occasioned by very large subsidies to several railways, while the Province was burdened with the construction of the great railway from Quebec to Ottawa, which should take precedence of the others; and this, when the state of our finances obliged us to undertake loans disproportioned to our revenue.

2nd. The necessity of reducing the expenses of the civil government, and of the Legislature, instead of having recourse to new taxes, in view of avoiding financial embarrassment.

The Lieutenant Governor expressed also, but with regret, to the Premier, that the Orders passed in Council to increase the salaries of Civil Service servants, seemed to him inopportune, at a time when the Government were negotiating with the Bank of Montreal a loan of half a million, with power to increase that loan to \$1,000,000, at a rate of interest of 7 per cent.; and indeed, even to-day (1st of March), the Lieutenant Governor is obliged to allow that an Order in Council be passed to obtain the last half million for the Government, without which the Government would be unable to meet its obligations, as I was informed by the Hon. the Provincial Treasurer, to-day, by order of the Prime Minister.

The Premier did not let the Lieutenant Governor know, then, or since, that the Government were in such a state of penury as to necessitate special legislation to increase public taxation.

Therefore the Lieutenant Governor said and repeated these things to the Premier, and he deems it advisable to record them here, that they may serve as memoranda for himself and for the Premier.

It therefore results: 1st. That although the Lieutenant Governor has made many recommendations in his position as Representative of the Crown, to the Premier, on these different subjects of public interest, his advisers have undertaken a course of administrative and legislative acts, contrary to these recommendations, and without having previously advised with him.

2nd. That the Lieutenant Governor has been placed, without evil intention, but in fact, in a false position, by being exposed to a conflict with the will of the Legislature, which he recognises as being, in all cases, supreme, so long as that will is expressed in all constitutional ways.

The Lieutenant Governor has read and examined carefully the memorandum and documents which the Premier was kind enough to bring him yesterday.

There are, in the record, petitions from several municipal corporations and from citizens of different places, addressed to the Lieutenant Governor, against the resolutions and the Government Bill, with regard to the "Quebec, Montreal, Ottawa and Occidental Railway."

The Lieutenant Governor was only yesterday able to take cognizance of some of these petitions, as they had not been communicated to him before he received them in the record.

The Lieutenant Governor, after having maturely deliberated, cannot accept the advice of the Premier with regard to the sanctioning of the Railway Bill intitled: "An Act respecting the Quebec, Montreal, Ottawa and Occidental Railway."

For all these causes the Lieutenant Governor cannot conclude this memorandum without expressing to the Premier the regret he feels at being no longer able to continue to retain him in his position, contrary to the rights and privileges of the Crown.

(Signed)

L. LETELLIER.

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(Translation.)

QUEBEC, 2nd March, 1878.

To His Excellency the Lieutenant Governor  
of the Province of Quebec.

YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you can no longer continue to retain me in my position as Prime Minister. There is no other duty for me to fulfil but to submit to the dismissal from office, which your Excellency has notified me of, declaring at the same time my profound respect for the rights and privileges of the Crown, and my devotion to the interests of our Province.

I have the honor, &c.,  
(Signed)

C. B. DEBOUCHERVILLE.

# M E S S A G E

FROM

HIS EXCELLENCY THE GOVERNOR GENERAL

DUFFERIN.

The Governor General transmits to the House of Commons a letter from the Hon. C. B. de Boucherville, having reference to recent Ministerial changes in the Province of Quebec.

GOVERNMENT HOUSE,

OTTAWA, 8th April, 1878.

OTTAWA, 3rd April, 1878.

SIR,—I have the honor to inform, through you, His Excellency the Governor General that I have this day transmitted to the Hon. the Secretary of State of Canada a letter or memorandum with annexed document, addressed to His Excellency with request that it may be put in His Excellency's hands, and that His Excellency the Governor General may be pleased to lay that letter and annexed document before both Houses of Parliament.

My letter or memorandum being an explanation of the charges brought against me and my colleagues by the Lieutenant Governor of Quebec, I believe that it is due to me and my colleagues that our explanations may be communicated to both Houses of Parliament in the same way that the Lieutenant Governor's memorandum was communicated to them.

I have, therefore, to respectfully reiterate my request.

And remain, Sir, &c.,

(Signed)

C. B. DEBOUCHERVILLE

M. L. C

Hon. COL. LYTTLETON, &c.,  
68—a 1  
Ottawa.

(Copy)

OTTAWA, 3rd April, 1878.

SIR,—I have the honor to transmit herewith a letter, with annexed document, addressed to His Excellency the Governor General. I have the honor to request, through you, His Excellency to be kind enough to lay the above mentioned letter and documents before both Houses of Parliament.

I have the honor to be, Sir,

Your most obedient and humble Servant,

(Signed) C. B. DEBOUCHERVILLE,

M. L. C.

The Honorable R. W. SCOTT,

Secretary of State,

Ottawa.

To His Excellency the Right Honorable the Earl of Dufferin, K.P., K.C.B., G.C.M.G.,  
Governor General of Canada, Ottawa.

OTTAWA, April 2nd, 1878.

MY LORD,—The “explanatory case” addressed to your Excellency by His Honor M. Letellier, and accompanying the documents and details which related to my recent dismissal from office, and by you transmitted to the Senate and House of Commons, containing as it does statements of facts, the accuracy of which I respectfully deny, imposes upon me the duty of submitting for your information and consideration the following:—

As your Excellency is doubtless aware, M. Angers laid upon the table of the Legislative Assembly on the 8th of March last, copies of the correspondence and explanations by him made at my request relating to the dismissal from office of the DeBoucherville Government. This correspondence and explanations, with some comments of his own, are contained in the copy of the Votes and Proceedings of that House of the 9th March, and I respectfully beg to be permitted to annex them as forming part hereof. I beg, however, to add to these explanations of M. Angers a few words upon two subjects, viz:—

1. In the memorandum which I had the honor to address to His Honor M. Letellier, under date 27th February, I said.—“Later I had the honor to ask your Excellency for a general permission to submit to the House measures concerning money matters, which your Excellency gave me with your ordinary courtesy. This permission, I may say, had always been granted me by your predecessor, the lamented M. Caron.”

I do not think that the meaning of these phrases is correctly rendered in the paragraph in His Honor's letter to me, under date the 1st March, wherein he says:—

“It is true that the Premier gives in his letter as one of the reasons for acting as he did, that this permission of using the name of the Representative of the Crown had always been granted him by the predecessor of the present Lieutenant Governor the lamented M. Caron.”

“This reason cannot be one for the Lieutenant Governor; for in so acting, he would have abdicated his position as Representative of the Crown, which act neither



the Lieutenant Governor or the Premier could reconcile with the obligation of the Lieutenant Governor to the Crown."

It is manifest that I desired to say, and that, in fact, I did say, that the late M. Caron had given me that authority for money matters only.

My Lord, I respect too highly the memory of that virtuous and distinguished statesman, to allow any such misinterpretation of my meaning to pass unchallenged, by which I am made to intimate that the deceased M. Caron had abdicated to me his position as the Representative of the Crown. Every person who knew the late M. Caron and his high legal and constitutional attainments, will share with me my regretful surprise, that any such imputation should be cast upon his memory.

2nd. That, not having kept any memorandum of such conversations as I had with the Lieutenant Governor, except those which took place since the 25th February, last, I have no remarks to make upon the paragraph, wherein it is stated:—

"The Premier did not let the Governor know, then or since, that the Government was in such a state of penury as to necessitate special legislation to increase public taxation;" unless it be that this statement does not seem to me to accord with a preceding paragraph, wherein it is stated that the Lieutenant Governor drew my attention "to the necessity of reducing the expenses of Government and of the Legislature, instead of having recourse to new taxes in view of avoiding financial embarrassment."

I acknowledge that I never did inform the Governor that the Province was in a state of penury, simply because I was convinced of the contrary.

"The Lieutenant Governor expressed also, but with regret, to the Premier, that the Orders passed in Council to increase the salaries of Civil Service servants seemed to him inopportune.

Upon this matter I merely desire to remark that these Orders in Council were authorized by a law passed during the Session of 1876.

I propose now, my Lord, to deal with the specific allegations made against me by His Honor M. Letellier, in his explanatory case, and, for convenience sake, I take the liberty to quote from His Honor's memorandum:—

"1st. During the Session of 1876, a Bill had been read three times in one of the two branches of the Legislature, and only twice in the other.

"This Bill, bearing all the certificates which were necessary to induce me to believe that it had been regularly passed and adopted, was submitted to me by the Premier for my sanction.

"In consequence of being left in ignorance of these facts by my advisers, I sanctioned the Bill.

"Not long afterwards I was informed of the irregularity, and I immediately spoke of it to the Premier. I made the observation that such an Act would entail too serious consequences to allow of its being passed over.

"As a favor to him, however, I passed over this instance of irregular legislation, which was then irreparable."

In relation to this, the facts will furnish a sufficient answer. The Act in question was a Bill entitled: "An Act to authorize the formation of Societies for the improvement of country roads, and for the destruction of noxious weeds in the Province of Quebec." It was introduced in the Legislative Council, duly passed that House, and was sent down to the Legislative Assembly for its concurrence.

Apparently in the hurry of the last hours of the Session, after it had been read twice, the Clerk, by mistake, certified it as passed without amendment, and it was thus sent back to the Legislative Council. His Honor came down on the following day to prorogue the Legislature and his assent was given to this Bill along with others. The error was immediately discovered by the Attorney General, who made a report for transmission to Ottawa Mr. Blake, then Minister of Justice, reported in reply that this was unnecessary, that the Act, not having received all its stages, was but blank paper, and as a consequence it was not printed in the Statutes. In view of this fact, it is difficult to under-

stand the statement of His Honor the Lieutenant Governor that, "as a favor" to me, he "passed over this instance if irregular legislation, which was then irreparable."

2. "During the same Session another Bill was submitted to me for my sanction. On examining it I perceived a blank which had not been filled up, which I pointed out to the Premier in the following letter:—

"(Private.)

"QUEBEC, 27th December, 1876.

"MY DEAR PREMIER,—A Bill (E), which originated in the Council, was passed by the Legislative Assembly without amendment; upon reading it before adding my certificate of sanction, I noticed that a blank had not been filled up in the seventh line of the sixth section.

"You followed the usual practice in not fixing the amount of the penalty in the Legislative Council, but the matter passed unperceived, or the officers, through some mistake, omitted to insert the amount fixed by the House, or it may have been an error in the proof-sheets.

"While on the subject of these mistakes, you will find another in the second section of the same Act, wherein the word 'amender' is in the infinite mood. I notice this latter inaccuracy, to which I do not attach much importance, only because I discovered another in an Act in which I had to point out to you an omission which I consider fatal.

"Yours very truly,

(Signed) "L. LETELLIER.

"The Premier came to me and said that he regretted the omission; he requested me to give my sanction to the Bill in the state in which it was. The conciliatory spirit which I showed in granting my consent seemed to please him."

In relation to this I have to say that the Act in question was "An Act to provide for the safety and protection of the public in theatres, edifices and public halls." As stated, it was passed first in the Legislative Council, where the blank, being the amount of the penalty, could not be inserted. By inadvertence it passed the Legislative Assembly in the same form. After its passage the omission was discovered, and a short Bill was introduced to remedy it. The Act in which the omission occurred is numbered 19, and the Act supplying the omission is numbered 20, of the Statutes of 1876, and both were sanctioned by His Honor the Lieutenant Governor at the same time.

3rd. "In March, 1877 (*vidé* Appendix A), my advisers caused me to make an appointment of a Municipal Councillor for the South Ward of the Village of Montmagny, under the pretext that there had been no election, or that if such election had taken place it was illegal," &c.

As to the third complaint of His Honor, it is difficult to understand, seeing that it had no relation to the dismissal of myself and my colleagues, why it is introduced. Whether wisely or not, the Municipal Code of the Province of Quebec, provides that in a certain contingency, the Lieutenant Governor of the Province shall appoint a Councillor. In the opinion of the Law Adviser of His Honor, upon a petition sent in from the Village of Montmagny, that contingency had arisen, and he made a report recommending an appointment. That report was approved, and the appointment made by His Honor. Subsequently other information was received, which induced His Honor to urge the revocation of the appointment, and out of deference to him, while seeing no reason to change its opinion, the Government yielded, and the appointment was cancelled.

4th. "On the 19th March, 1877, being on the eve of absenting myself for a few days, I wrote to the Hon. M. Chapleau, and in a postscript I said: 'Please oblige me by telling the Premier that if he needs my concurrence, M. Gauthier may bring down to me the documents requiring my signature.'

"M. DeBoucherville should have understood from that, that if I was ready to give him my concurrence, it was on condition of having all documents submitted to me before signing them."

"I leave you, my Lord, to judge in what manner my views were interpreted."

It would seem somewhat remarkable that a statement to which His Honor appears to attach so much importance should have appeared as a postscript to what I have reason to believe was a private letter, in no sense relating to public business. I may say, however, that a reference to dates will shew that the documents referred to had relation to the *Montmagny* Councillorship, which was at the time a subject of discussion, and was not intended to have, and had not any such significance as that attempted now to be attached to it.

5th. "Under date of the 6th of November last, I addressed to the Honorable M. DeBoucherville, the letter of which the following is a copy:—  
 "(Private.)

QUEBEC, 6th November, 1877.

"The Honorable C. B. DeBoucherville,  
 Premier.

"MY DEAR DEBOUCHERVILLE,—In the last *Official Gazette* were published over my signature two proclamations which I had not signed.

"One was for the summoning of Parliament, which I had reserved in order to confer with you; the other, which I did not even see, appoints a day of Thanksgiving. These proceedings, the nature of which I shall not characterize, are productive, apart from their impropriety, of nullities which you will easily understand.

"Yours very truly,  
 " (Signed) L. LETELLIER."

"The following are the notes which I took of the conversation which I had with M. DeBoucherville on the subject:—

"M. DeBoucherville came on the same day he received the letter, to tell me that he regretted that the thing had occurred, and that it was no fault of his. I accepted the excuse, and I then told him that I would not tolerate my name being used when necessary for any duty of my office, unless the documents requiring my signature had been previously submitted to me, and unless information was afforded to me, which M. DeBoucherville assured me would be the course followed in future.

" (Signed) L. L."

It is a sufficient answer to this complaint, to say that the proclamation for the summoning of the Legislature for the despatch of business, was not published until the 24th November, and it could not, therefore, be that proclamation to which His Honor referred in his letter of the 6th November. The proclamation to which he refers was the mere formal one by which the meeting of the Legislature is further postponed from time to time; and I am informed that the Order in Council for the particular proclamation to which His Honor referred was signed by him, and is of record, so signed, with the proper officer.

As to the proclamation fixing a day of Thanksgiving, I have to remark that this was the result of a communication from the Premier of *Canada*, the Honorable Alexander Mackenzie, to the Lieutenant Governor, and handed to me by His Honor with the request that I would carry out the suggestion. It will appear sufficiently strange under these circumstances, that I should be accused of acting without his knowledge, even if the clerical duty of obtaining his signature had been omitted. I am informed, however, that in this case also, the Order in Council, as well as the proclamation, were signed by His Honor, and are of record, bearing his signature, in the office of the proper officer.

6th. "But, my Lord, there is another point still more important, which I cannot any longer refrain from mentioning.

"From the conversations which I have held with M. DeBoucherville, there results a fact, which, if it were known, would of itself have sufficiently justified me in believing that he did not possess the confidence of the people of this Province.

"On two occasions, some time after the Session of 1876, I pointed out to him that millions had been voted to aid Railways in general, at a time when our finances

“ did not appear to me in a condition to warrant all at once a lavish expenditure in subsidizing these numerous undertakings, particularly, as apart from that, our credit was so heavily pledged towards the building of the ‘*Quebec, Montreal, Ottawa and Occidental Railway*.’

“ He very frankly avowed that these grants, though they were for the development of the Province, had been necessitated by political considerations; that without them, the support of the Members whose counties were traversed by those Railways, would cease to be secured to Government; that there would be no means of having a majority; that the Members formed combinations—‘*Rings*’—to control the House.

“ *M. DeBoucherville* is not unaware that I thereupon told him that it was better to save the Province than a Government, and that if his Administration was not strong enough to resist those influences, it would be better for him to form a combination of honest and well-meaning men, from both sides of the House, rather than submit to the dictation of those ‘*Rings*,’ and to the control of those combinations.

“ When he made no attempt to escape from that deleterious influence, after his own avowal that the Legislature was controlled by those ‘*Rings*’; when by his legislation he sought to favor them anew during the last Session, without having previously advised with me, had I not the right, as the Representative of my Sovereign, to believe and to be convinced that *M. DeBoucherville* did not possess a constitutional majority in the Legislative Assembly?”

I have no desire to enter into a discussion as to the precise conversations that may have taken place between His Honor and myself, in the frequent intercourse which we had together; but, I submit as my answer to this most serious imputation, that I confessed to being controlled by ‘*Rings*,’ in relation to the Railway legislation while I was the leader of the Provincial Government, the following facts:—

I took office in 1874. In the Session following, a measure was introduced to increase the subsidies granted by previous legislation to a number of railways. Several amendments were moved to the resolutions, all of them looking to an increase in the grants, and for these, the Opposition, under the leadership of Mr. *Joly*, voted. The General Elections took place subsequent to that Session, and, whether the legislation was good or bad, it was sustained by a very large majority of the people, and is, therefore, no longer a proper subject of discussion in the connection in which His Honor introduced it. At the first Session after the elections, the Government, at the request of the municipalities of *Montreal* and *Quebec*, assumed the task of constructing the North Shore and Northern Colonization Railways, now known as the ‘*Quebec, Montreal, Ottawa, and Occidental Railway*.’ Great pressure was brought to bear upon the Government to increase the subsidies to the other roads at that time, but this pressure was resisted. As a matter of fact it is not true that “millions have been voted to aid railways in general,” at a time when “our credit was so heavily pledged towards the building of the *Quebec, Montreal, Ottawa and Occidental Railway*.” On the contrary, since our credit became so pledged, not one dollar has been added to the debt or liabilities of the Province on account of those “railways in general.”

In the Session of 1876 a measure was introduced authorizing a portion of the subsidy on some of these railways, from the unbuilt portion, to be used on that which was under construction to enable them to be carried to particular points, which it was considered important in the public interests should be reached, and a lapsed subsidy of \$200,000 was divided among other roads of a similar class, the Bill passing the Legislature without division.

In relation to this Act, His Honor *M. Letellier*, in proroguing the Legislature, used these words:—“I trust that the result of your labors will be to give a new impetus to the great improvements which have been undertaken in this Province.” During the last Session this process of ‘doubling up’ of the subsidy was again adopted, but without adding to the public liability. This Act was carried through its final stages in the Legislative Council, after the change of Government, and was assented to by His Honor the Lieutenant Governor.

7th. "In communicating to both Houses my memoranda of the 25th February and 1st March last, the Premier and Mr. Attorney General *Angers*, in violation of their duty, overstepped the authorization which I had given by my letter of the 4th of March last for that purpose. They added to that communication a report of pretended conversations, the correctness of which I contest, and the impropriety of which I maintain, &c."

As this relates to what occurred after the dismissal of the late Government, it can hardly be held to justify that dismissal. It is sufficient to refer to the correspondence, which shows that there was no stipulation on my part as to the precise form of explanations to be made to the House; and in view of the fact that we were a dismissed Ministry, I must claim that we had a duty, not only to ourselves, but to the majority of the representatives of the people whose confidence we enjoyed, to make the explanations as full as possible. As to the introduction, without authorization, of the Railway and Finance Bills, I conceived myself to have been fully authorized, and the explanations which I offered to His Honor on this point, and which were accepted by him, do not require to be repeated.

To sum up after the manner of His Honor:—

"1st. That in general the recommendations which I made to my Cabinet did not receive the consideration which is due to the Representative of the Crown."

As responsible Ministers we considered it to be our duty to advise His Honor not to be bound to act upon advice from him. At the same time, as is seen in the case of the *Montmagny* Councillorship, we were disposed, as far as possible, to pay proper deference to his views and wishes.

"2nd. That my name has been used by the Members of the Government in the signature of documents which I had never seen."

I have simply to say that I know of no such case, unless it refers to the Proclamations mentioned in the "Explanatory case," and the answer on that point is sufficiently distinct.

"3rd. That a proclamation summoning the Legislature was published in the *Official Gazette* without my being consulted or informed of it, and before my signature had been attached thereto."

No proclamation summoning the Legislature was so published, without the knowledge and signature of His Honor, and the Legislature was in fact not summoned for the dispatch of business for nearly three weeks after His Honor's letter of complaint on the subject.

"4th. That a like Proclamation fixing a day of Thanksgiving was also published under similar circumstances."

The Thanksgiving day was fixed at the request of His Honor himself, and the Order in Council fixing it was signed by him.

"5th and 6th. That, although I had intimated to the Premier by my advise, and by my letter of the 14th March, 1877, my firm determination to protect the inhabitants of this Province against the Arbitrary decisions of the Executive in matters within the jurisdiction of the Courts of Justice, he thought proper without my participation and without advising me, to propose to both Houses, in Legislating for the '*Quebec, Montreal, Ottawa and Occidental Railway*,' to substitute the power of the Executive for that of the Judiciary."

"That, without having advised me, and without having received authorization of any sort whatever from me, the Government of M. *DeBoucherville* proposed to the Legislature a measure of almost general taxation upon the ordinary contracts and transactions of life, transfers of bank stock, etc., while no Message from me had been asked for this subject, nor signed by me to authorize its proposition to the Houses."

In relation to these measures I considered myself authorized by the reply of His Honor to my request for an authorization for resolutions respecting finances, and my explanations, as is seen by his letter to me, were accepted, and the Government relieved from all imputation of intentional discourtesy.

"7th. That, after its dismissal, the Government of the late M. *DeBoucherville* again failed in its duty by assigning reasons for the adjournment of the House from day to day different from those agreed on between myself and the Premier, at the risk of prejudicing public opinion against the Representative of the Crown."

No reasons were assigned by me for the adjournment of the Legislative Council, neither the Speaker nor myself being present at any sitting of that House during the crisis and the reasons assigned by M. *Angers* for the adjournment of the Legislative Assembly were in those words:—

"The Lieutenant Governor signified his desire that the explanations respecting the dismissal from office of the Members of the Executive Council be not given this day, but only after a new Cabinet shall have been formed;" that reason being substantially that given in the letter of His Honor of the 4th March.

"8th. That at the time of the communication of the causes which rendered necessary the dismissal of the Cabinet, in the explanations which were given by the Premier to the Legislative Council, and by the Attorney General to the Legislative Assembly, both of them referred to pretended conversations which they had no authority whatever to communicate to the Legislature, since the Premier had, by his answer to the letter of the Lieutenant Governor of the 4th March last, limited his explanations to the communication to both Houses of my memoranda of the 25th February and 1st March, and the answers of the Premier of the 27th February and of the 2nd and 4th March instant."

My letter of the 4th March makes or accepts no such limitation, and, for the reason I have already stated, I considered myself fully justified in making the explanations that were made.

"9th. That therefore the additions and the comments made by the Premier before the Legislative Council, and by the Attorney General before the Legislative Assembly, were contrary to the conditions agreed upon between the Lieutenant Governor and the Premier."

As I have stated, there were no such conditions agreed upon between the Lieutenant Governor and myself.

"10th. That the Premier and his colleagues, by making use of pretended private conversations to explain the causes of their dismissal, in contravention to their duty to the Crown and to what they had pledged themselves to observe with regard to it, have placed the Lieutenant Governor under the necessity of bringing under the notice of Your Excellency all the reasons for their dismissal."

The conversations reported by me were not "pretended" but real, of which notes were taken immediately after they occurred, and which were necessary to explain fully the circumstances preceding my dismissal. If they have compelled His Honor to state "all the reasons for that dismissal" I venture the opinion that it would have been more respectful to the Legislature, whose confidence I enjoyed, had "all the reasons" been communicated to it.

The observations I have made upon these additional reasons will, I hope, serve to convince Your Excellency that they were not such as to strengthen the position of the Lieutenant Governor.

I have the honor to be, my Lord,

Your obedient Servant,

(Signed)

C. B. DEBOUCHERVILLE,

M. L. C.

No. 42.

EXTRACT FROM THE  
VOTES AND PROCEEDINGS OF THE LEGISLATIVE ASSEMBLY OF THE  
PROVINCE OF QUEBEC.

The following letter and "copies of the correspondance and explanations relating to the dismissal from office of the *DeBoucherville* Government" were laid upon the Table:

QUEBEC, 8th March, 1878.

To the Honorable the Speaker of the Legislative Assembly.

SIR,—I have the honor to forward you, to be laid before the House, copy of the correspondence and explanations relating to the dismissal from office of the *DeBoucherville* Government, which I read and communicated to the House.

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

A. R. ANGERS,  
*Ex-Attorney-General,*  
*Member for the County of Montmorency.*

MR. SPEAKER,—Mr. *DeBoucherville* had received permission from the Lieutenant Governor to give explanations respecting his dismissal from office at the sitting on Monday, the fourth March instant, between half-past one and two o'clock of the same day, he received from His Excellency a notice not to give any explanations until the new Cabinet had been formed.

This event having been announced, the late *DeBoucherville* Government has the right, in virtue of the permission so obtained, to give its explanations to the House and to the country.

It is my duty to announce to the House that the *DeBoucherville* Government did not resign. A Government, possessing the confidence of the great majority of the Representative Assembly, and of almost the whole of the Legislative Council, has no right to resign, if it has really at heart the interest of the country, and a respect for its duty. This Government was dismissed from office by the Lieutenant Governor. The facts which preceded and followed this event are entered in a journal kept from day to day and from hour to hour, under the dictation of the ex-Premier, and the following is an exact and faithful recital thereof.

On the 26th February, 1878, at about-half past four o'clock p.m., the Premier received from the Lieutenant Governor, through his Aide-de-Camp, the following letter:—

GOVERNMENT HOUSE,  
QUEBEC, 25th February 1878.

To the Honorable C. B. *DeBoucherville*,  
Premier of the Province of *Quebec*.

The Lieutenant Governor desires the Executive Council to prepare for his consideration a factum including a copy of the following documents:—

1. A copy of the Acts of the Dominion Parliament authorizing the construction of the railway now known under the name of the "*Quebec, Montreal, Ottawa and Occidental Railway*" as well as a copy of the Acts of the Legislature of *Quebec*, respecting the same railway;
2. A copy of the Acts of the Legislature of the Province of *Quebec* respecting the construction of the railway between *Quebec* and *Montreal* commonly known as the *North Shore Railway*;
3. A copy of the by-laws of each of the Municipal Corporations by which they agreed to assist in the construction of the said road;
4. A statement of the amount of the grant paid by each of those Corporations, and a copy of the correspondence exchanged between the Government, the Railway Commissioners or the contractors of the said road and the said Municipal Corporations, with respect to their said grant or subsidy.
5. A copy of the several contracts entered into for the construction of the said roads;

6. A copy of the official or *confidential* Reports of the engineers to whom was entrusted the location of these lines of railway, in whole or in part;
7. A copy of the Report of the Railway Commissioners, laid before both Houses during the present Session, respecting the said roads;
8. Copy of the representations made to the Government by the municipal corporations interested or by the ratepayers of these Municipalities, respecting the conditions of their grant or subsidy;
9. Copy of the Resolutions proposed to the Provincial Legislature, during the present Session, respecting the said subsidies and to facilitate the payment and recovery of the same;
10. Copy of the Bill, based upon the said Resolutions, which was introduced into the House, during the present Session;
11. A plan showing the locations of each of the said railways or of any portion thereof;
12. A detailed statement of the reasons which induced the Provincial Government not to content themselves with the provisions of the Statute and Common Law and with those of the Civil Code of this Province, for the recovery of the sums of money which might become due by the said Corporations, but, without having in any manner previously consulted with the Lieutenant Governor, to propose an *ex post facto* legislation to compel them thereto.

Another very important measure, to provide for the imposition of new taxes, was also similarly proposed to the Legislature, without having been previously submitted to the Lieutenant Governor.

The Lieutenant Governor is perfectly aware that measures of secondary importance, which have previously been sufficiently explained to him, may be, as a matter of routine, proposed to both Houses, without an express order from himself, but he cannot allow the Executive to communicate to the Legislature, on his behalf, any important or new measures, without his special order and without his having been previously fully informed and advised thereof.

LUC LETELLIER,  
*Lieut. Governor.*

The Premier prepared his answer during the night of the 26th-27th February. This answer was delivered by him, in person, to the Lieutenant Governor, at *Spencer Wood*, about ten o'clock, A. M., on the 27th. It reads as follows:—

QUEBEC, 27th February, 1878.

To His Excellency

The Hon. *L. Letellier de St. Just*,

Lieutenant Governor of the Province of *Quebec*.

MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of the memorandum sent me yesterday afternoon by Your Excellency, through your Aide-de-Camp, who, at the same time, informed me that you were ill in bed. I submitted this memorandum to the Executive Council, and I shall see, as Your Excellency desires, that all due diligence be used, in order that all the documents required may be transmitted to you as soon as possible.

In anticipation of the factum desired by Your Excellency, which will contain a more detailed statement of the motives which induced the Provincial Government to bring in the measures to which you draw my attention, I consider it my duty to represent that the reasons which, amongst others, caused the Government to submit to the Legislature a law obliging the municipalities to pay their subscriptions for the construction of the Provincial Railway, on the decision of the Lieutenant Governor in Council, after a sworn report, made by a competent engineer, and after a notice of fifteen days, to give such Municipalities an opportunity of being heard,—are the ill will of certain Municipalities, shown by some in their neglect to comply with the requests of the Treasurer, by others in their formal refusal to pay, and, in certain cases, by resolutions adopted, asking new conditions respecting the agreements which they had made with the Government.



The Government was of opinion that, without such legislation, the object of which is to avoid the delays of ordinary legal proceedings, the result of the ill will of these Municipalities would have been, either to necessitate a new loan by the Province and consequently to cause a burden to be unjustly imposed upon Municipalities which had entered into no engagements and which would derive no immediate benefit from the construction of the road, or the complete stoppage of the works already begun, together with the inevitable loss of interest on the enormous capital already laid out upon this enterprise and the other damages resulting therefrom.

The Government, while undertaking, in the first place, by the said law, to fulfil the conditions which it had agreed upon with the said Municipalities, considered that, in substituting for the ordinary Courts, the Lieutenant Governor with an Executive Council responsible to the Legislature and to the people, it offered to the parties interested a tribunal which afforded as many guarantees as the ordinary courts. I would also take the liberty of calling Your Excellency's attention to the fact that similar provisions are already in our Statutes. I would cite to Your Excellency Chapter 83 of the Consolidated Statutes of *Canada* and also Chapter 47 of 36 *Victoria* of the Statutes of *Ontario*.

I humbly submit to Your Excellency that a law devised for the better securing of the execution of a contract cannot have a retroactive effect. It enacts for the future, and its objects are the respective interests of the parties.

Now, I beg Your Excellency to note that, while you were at *Rivière Ouelle*, I had the honor of requesting your authorization to lay the question of finances before the House, and that you were kind enough to reply that you sent me a blank form by mail, and I considered this, at the time, as a great mark of confidence on your part. I did, in effect, receive a blank form with your signature, which I handed to the Treasurer, who had it filled up by your Aide-de-Camp.

Later on, I had the honor of requesting Your Excellency's authorization generally to lay money questions before the House, and this Your Excellency granted, with your usual condescension. This permission, moreover, had invariably been accorded me by your predecessor, the late lamented Mr. *Caron*.

I must admit that, with this authorization, and the conviction in my mind that Your Excellency had read the Treasurer's Budget speech, in which he announced the taxes which were afterwards proposed, I considered I had a right to inform my colleagues that I had your permission for all questions respecting money.

I beg Your Excellency to believe that I never had any intention of arrogating to myself the right of having measures passed without your approval, and that, under existing circumstances, having had occasion to speak to Your Excellency in reference to the law respecting the Provincial Railway, and not having received any order to suspend it, I did not think Your Excellency would discover in this measure any intention on my part to slight your prerogatives, which no one is more disposed than I am to respect and uphold.

Yours, &c., &c,

C. B. DEBOUCHERVILLE.

After some conversation, the Lieutenant Governor, having heard Mr. *DeBoucherville's* explanations, admitted that, if there had been any misunderstanding, it was in good faith on the part of the latter, in authorizing his colleagues to say that they were authorized to submit the legislation in reference to money matters. He afterwards told him, in reply to his question on the subject, that the only difficulty remaining was the question of the *Quebec, Montreal, Ottawa* and Occidental Railway and that he would give an answer on the following day, the 28th February.

On the 28th February, at about half-past seven in the evening, Mr. *DeBoucherville* went to *Spencer Wood* to convey to the Lieutenant Governor the documents asked for in the letter of the 25th (which documents were prepared by the Honorable the Secretary, and were accompanied by a synopsis.) He asked him if he would soon give his answer. The Lieutenant Governor told him that he would examine the documents and probably give it to him on the following day, the 1st March.

On leaving, Mr. *DeBoucherville* said: "If I understand you rightly, you are hesitating between giving your sanction to the Railway Bill and reserving it." He replied: "That is it."

On the 2nd of March, at five minutes to one in the afternoon, the Aide-de-Camp of the Lieutenant Governor handed to Mr. *DeBoucherville* the letter given hereafter.

Before the Aide-de-Camp left, he was asked how His Excellency was. The Aide-de-Camp replied that he was not so well, and then asked: "When we intended closing the Session. Mr. *DeBoucherville* replied that he could not say, as many matters were in arrear. The following is the letter in question:—

GOVERNMENT HOUSE,

QUEBEC, 1st March 1878.

To the Honorable *C. B. DeBoucherville*,  
Premier, Quebec.

The Lieutenant Governor, taking into consideration the communication made to him verbally (on the 27th February) by the Premier, and also taking into consideration the letter which the Premier then gave to him, is prepared to admit that there had been no intention on the part of the Premier to slight the prerogatives of the Crown, and that there was only on his part an error, committed in good faith, in the interpretation that he gave to words used by the Lieutenant Governor, in the interview which they had on the 19th February instant: words which did not imply the authorization attributed to them by the Premier.

With this interpretation and the instructions given in consequence by the Premier to the Honorable Messrs. *Angers* and *Church*, these gentlemen did not, wittingly, do any thing against the duties of their office,

As to the blank, which the Lieutenant Governor addressed to him from *Rivière Ouelle*, the Lieutenant Governor knew that such blank was to be used for the purpose of submitting the Estimates to the House.

This act was a token of confidence on his part, as stated by the Premier in his letter of the 27th, but it was confidential.

The Lieutenant Governor deems it his duty to observe that, in his memorandum of the 25th of February last, he in no way expressed the opinion that he thought that the Premier ever had the intention of arrogating to himself the "right" of "having measures passed without his approval, or of slighting the prerogatives of the representative of the Crown."

But the Premier must not lose sight of the fact that, although he had not so intended, the fact remains as he was told by the Lieutenant Governor.

The fact of having submitted several new and important measures to the Legislature, without having previously, in any manner, consulted the Lieutenant Governor, although without any intention of slighting his prerogatives, gives rise to one of those false positions which places the Representative of the Crown in a difficult and critical situation, with reference to both Houses of the Legislature.

The Lieutenant Governor cannot admit that the responsibility of this state of things rests upon him.

So far as concerns the Bill intitled: "An Act respecting the *Quebec, Montreal, Ottawa* and *Occidental* Railway," the Premier cannot apply to the measure the pretended general authorization mentioned by him in his letter, for their interview took place on the 19th February and the Bill had then been before the House for several days, without the Lieutenant Governor having been in any manner informed of it by his advisers.

The Lieutenant Governor then told the Premier how much he regretted such legislation; he represented to him that he considered to the principles of law and justice; notwithstanding this, the measure was pushed on until it was adopted by both Houses.

It is true that the Premier gives, in his letter, as one of his reasons for so acting, "that this permission of making use of the name of the representative of the Crown

had been, moreover, always allowed to him by the predecessor of the present Lieutenant Governor, the late lamented Mr. *Caron*."

This reason cannot avail with the Lieutenant Governor, for, by so doing, he would abdicate his position as Representative of the Crown,—a proceeding which neither the Lieutenant Governor nor the Premier could reconcile with the duties of the Lieutenant Governor towards the Crown.

The Lieutenant Governor regrets being compelled to state, as he told the Premier, that he has generally not been explicitly informed of the measures adopted by the Cabinet; although the Lieutenant Governor often gave occasion therefor to the Premier, especially during the course of last year.

The Lieutenant Governor, from time to time, since the last meeting of the Legislature, drew the attention of the Premier to several matters respecting the interests of the Province of *Quebec*, amongst others,—

1. To the enormous expenditure, occasioned by very large subsidies to several railways when the Province was burdened with the construction of the trunk line of railway from *Quebec* to *Ottawa*, which should prevail over all others; and that at a time when our finances compelled us to raise loans disproportioned to our revenues.

2. On the necessity of reducing the expenses of the Civil Government, and those of legislation, in place of having recourse to new taxes, with a view of avoiding financial embarrassment.

The Lieutenant Governor, although with regret, expressed to the Premier the opinion that the Orders in Council, for the increase of the salaries of Civil Service employees, seemed to him to be inopportune at a time when the Government had effected with the Bank of *Montreal* a loan at the rate of 7 per cent. for half a million, on condition of increasing this loan to one million; and, in fact, to-day even (1st March) the Lieutenant Governor was obliged to allow an Order in Council to be passed to secure the last half million for the Government, without which the Government would be unable to meet its obligations, as stated to him by the Honorable the Treasurer, by order of the Premier.

The Premier did not, either then or since, inform the Lieutenant Governor that the Government were in so impecunious a position as to require special legislation to increase the public burdens.

The Lieutenant Governor therefore stated and repeated these facts to the Premier, and now deems it his duty to record them here, in order that they may serve as a memorandum for himself and the Premier.

It results therefore,—

1. That although the Lieutenant Governor had made several representations, in his quality of Representative of the Crown, to the Premier on those various subjects of public interest, his advisers have taken administrative and legislative steps contrary to such representations and without having previously advised him.

2. That the Lieutenant Governor has, without evil motives, but in fact, been placed in a false position, by being exposed to a conflict with the desires of the Legislature; desires which he acknowledges to be paramount, when expressed in a constitutional manner.

The Lieutenant Governor has attentively read and examined the memorandum and documents which the Premier was kind enough to bring him yesterday.

In the record are petitions from several Municipal Corporations and from citizens of different localities, addressed to the Lieutenant Governor, against the resolutions and the Government Bill respecting the *Quebec, Montreal, Ottawa and Occidental Railway*.

Thé Lieutenant Governor was only yesterday in a position to take communication of some of these positions, in as much as they had not been transmitted to him, before the Record.

The Lieutenant Governor, after mature deliberation, cannot accept the advice of the Premier in reference to the sanction to be given to the Railway Bill, intituled: "An Act relating to the *Quebec, Montreal, Ottawa and Occidental Railway*."

For all these reasons therefore, the Lieutenant Governor cannot conclude this memorandum without expressing to the Premier the regret which he feels in being no longer able to retain him in his position, contrary to the rights and prerogatives of the Crown.

L. LETELLIER,  
*Lieut. Governor.*

On the 2nd of March, about two o'clock, p.m., Mr. *DeBoucherville* went to *Spencer Wood*. When he arrived he was admitted to the presence of the Lieutenant Governor, and told him "that according to the memorandum received from him that day, he understood that he was dismissed from the office of Premier."

The Lieutenant Governor told him he was to take his own interpretation from the letter. Upon this Mr. *DeBoucherville* handed him the letter, which will be found further on, as being his answer.

The Lieutenant Governor, without opening it before him, made some remarks on the difficulty on which the legislation had placed him.

Mr. *DeBoucherville* replied that in his present position he thought he had no opinion to express on the subject. He then bowed himself out. When he had proceeded a short distance from the house he caused the vehicle to return, having forgotten to ask permission from the Lieutenant Governor to give explanations to the House. After having been a second time admitted to the presence of the Lieutenant Governor, he ask permission to give explanations and to make known the memorandum of the Lieutenant Governor and his replies thereto.

The Lieutenant Governor told him he had no objection, and asked him as to the person he should send for. Mr. *DeBoucherville* replied that he looked upon himself—having been dismissed—as being in a different position from a Minister who, although defeated in the House, still retained the confidence of the Sovereign; that he had had a majority of twenty-five in one of the late votes; that, under these circumstances, he did not think he could advise him in the matter. He then left him, and while in the ante-room, the Lieutenant Governor recalled him, and said: "Please delay the explanations until Monday."

The following is a copy of the letter which Mr. *DeBoucherville* handed to the Lieutenant Governor, when the latter told him he was to take his own interpretation of his memorandum.

QUEBEC, 2nd March 1878.

*To His Excellency the Lieutenant Governor of the Province of Quebec.*

MAY IT PLEASE YOUR EXCELLENCY,—I have the honor to acknowledge the receipt of your memorandum, in which you come to the conclusion that you cannot retain me in my position as Premier.

I have therefore no other duty to perform beyond submitting to my dismissal from office, communicated by Your Excellency, reiterating at the same time my profound respect for the rights and prerogatives of the Crown and my devotion to the interests of our Province.

I have the honor to be,  
Your Excellency's &c., &c.,

C. B. DEBOUCHERVILLE

On the 28th January, 1878, Mr. *DeBoucherville* had sent to His Excellency the Lieutenant Governor, who was then at *Rivière Ouelle*, the following telegraphic despatch,

"Can you send me authorization—resolutions respecting finances."  
The Lieutenant Governor on the following day, the 29th telegraphed Mr. *DeBoucherville*:

"Blank mailed to-day. If presence necessary, telegraph. Return Friday."

The resolutions respecting the North Shore Railway were submitted to the House only on the 29th January, after the telegram had been received from the Lieutenant Governor that a form signed in blank had been mailed to Mr. *DeBoucherville* in reply to his despatch of the previous day, saying: "Can you send me authorization—resolutions respecting finances?"

On the 30th January, the first resolution was reported from Committee of the Whole. On the 31st it was adopted by the House. On the 1st February the House again went into Committee of the Whole and reported the other resolutions on the same subject. But it was only on the 5th that the adoption of the report of the Committee was carried, the House throwing out the motion of non-confidence on this point by 38 to 21.

On the 5th February, a Bill, based on these resolutions, was introduced; the second reading was delayed until the 18th February; the third reading took place on the 19th. During all this time, the Lieutenant Governor, to whom the Votes and Proceedings were sent daily, remained silent.

On the 19th February, Mr. *DeBoucherville* met the Lieutenant Governor and, in the conversation which took place on the subject of the measure, thought he had satisfied him as to its legality and the urgency of its being passed. The Lieutenant Governor was so far from being explicit as to his intentions, that Mr. *DeBoucherville* left him with the impression that he was authorized.

The Lieutenant Governor does not contend, in his memorandum of the 1st March 1878, that he had given orders to suspend the legislation.

Sent up to the Legislative Council, this Bill had gone through its third reading before the first letter was received from the Lieutenant Governor, dated the 25th February last, but only delivered at 4.30 p.m. on the 26th. In fact, the Lieutenant Governor, in his letter of the 1st March, admits that he did not, in any way, in his memorandum of the 25th February, express the opinion that he considered the Premier had intended to arrogate to himself the right of getting measures passed without his approval or of slighting the prerogatives of the Representative of the Crown.

Having ascertained that a misunderstanding existed as to the interpretation of the authorization asked by telegraphic despatch on the 28th January and answered on the 29th by a Message stating that a form signed in blank was sent, and in view of the impressions left by the conversation of the 19th February in Mr. *DeBoucherville's* mind, should the Lieutenant Governor have waited to make known, for the first time, the existence of this misunderstanding until the 26th February at which date the whole of the legislation, of which he complains, had been discussed and voted in the affirmative by both Houses.

The confidence shown by the Lieutenant Governor on the 29th January in Mr. *DeBoucherville* by forwarding the form signed in blank, was calculated to justify him in interpreting the silence of the Lieutenant Governor at least as not meaning dissent.

After these interviews of the 19th February, the silence observed until the 26th February was also of a nature to lead him to believe that he had a general authorization to submit to the House all measures which the public service required.

On the 31st of January, 23 days previous to the first memorandum of the Lieutenant Governor, the Honorable Treasurer made his Budget Speech, in which he announced the new taxes which it would be necessary to levy to meet the obligations of the Province, obligations contracted during several previous years and resulting from the policy then inaugurated on railways and which had received the concurrence of several Members belonging to the party opposing the Government.

Can this speech, published *in extenso* by the press of the whole country, have escaped the notice of the Lieutenant Governor?

On the 19th of February, the resolutions demanding those taxes, but at a lower rate than the one mentioned by the Treasurer in his speech, were presented; and on the 20th were adopted by a vote of 39 against 23.

The Lieutenant Governor, in his memorandum of the 1st March, complains that Mr. *DeBoucherville* did not let him know that the Government was in an impecunious condition, requiring special legislation to increase the public taxes.

The Premier would have formed an erroneous idea of the situation, if he had so qualified the temporary embarrassment, caused by the ill will of the Municipalities which had subscribed for the construction of the Provincial Railway, in neglecting to faithfully fulfil their obligations. He would have formed an erroneous idea of the situation, in presence of the results obtained, so far without any burden having been imposed in order to obtain them.

On the 22nd February, notice was given of resolutions respecting railways in the Eastern Townships and on the South Shore of the *St. Lawrence*,

On the 23rd of the same month the resolutions were introduced and subsequently adopted by a vote of 41 to 16. These resolutions do not in any way increase the actual debt of the Province.

The Lieutenant Governor said in the same memorandum "That the construction of the railway from *Quebec* to *Ottawa* should prevail over that of other railways. The legislation of many years past on this subject establishes no priority in favor of the Provincial Railway to the detriment of railways in the Eastern Townships and on the South Shore. The *DeBoucherville* Government would have contravened the law, if they had adopted any other view of the matter.

In the same memorandum the Lieutenant Governor declares: "That he cannot accept the advice of the Premier in reference to the sanction to be given to the railway Bill, intitled: 'An Act respecting the *Quebec, Montreal, Ottawa* and *Occidental Railway*.'" This declaration is premature, the Premier never having been called upon to give his opinion as to the sanction to be given; and if he had been called upon to do so, he would, under the circumstances, have recommended that it be reserved for the decision of the Governor General, being in doubt as to the Lieutenant Governor having the right, of his own accord *ex proprio motu*, to exercise the prerogative of veto, and thus to decide finally on the fate of a measure passed by both Houses, when the *British North America Act* of 1867 seems to leave such power to the Governor General.

The memorandum of His Excellency refers to petitions of several Corporations and citizens of different places, addressed to the Lieutenant Governor, against the resolutions and the measures of the Government concerning the *Quebec, Montreal, Ottawa* and *Occidental Railway*.

It is sufficient to consider that these petitions came from debtors, from whom the law intends to force payment, to arrive at the correct conclusion that the opinion of both House should prevail over that expressed in such petitions.

The Lieutenant Governor, in the same memorandum, refers to acts of administration which date from before the Session and to which he has given his assent. As he alludes to matters for which the Government is responsible to both Houses, as advisers of the Crown, and as they are foreign to the question of prerogative raised by the Lieutenant Governor, they cannot be adduced in this memorandum, as reasons for the conclusion arrived at by His Excellency, that he cannot continue to retain Mr. *DeBoucherville* in his position against the rights and prerogatives of the Crown; therefore, to avoid being carried away by this side issue or *hors d'œuvre*, there is no reason to question them now.

The Lieutenant Governor further expresses the opinion "that the state of our finances forced us to make loans disproportionate to our resources."

The necessity of here repeating this phrase is to be regretted; but the credit of the Province requires that it should be contradicted. The mere reading of the Budget speech will suffice to reassure alarmists.

From all the above facts, from admissions contained in the last memorandum of the Lieutenant-Governor, from the transmission of the form signed in blank and sent by him in reply to a request of Mr. *DeBoucherville*, asking his authorization to introduce "resolutions respecting finances" and from the silence of the Lieutenant Governor up to the 26th February last, it results that no measures have been introduced into the House in opposition to the prerogatives of the Representative of the Sovereign.

Nothing more remains now for me to do but to reiterate the declaration I made in commencing these explanations; the *DeBoucherville* Cabinet has not resigned. It has been dismissed from office, by the Lieutenant Governor.

The Conservative party is no longer in power. But it is, in the House, the power—a qualified power.—a majority in the opposition. The majority here, the majority in the Council, the majority in the country. The Conservative party has been dismissed from office; but it stands uncompromised, without compromise, without division, devoted to the constitution and to the welfare of the country.

A. R. ANGERS,

*Ex-Attorney General.*

*Member for the Electoral District of Montmorency.*

Mr. *Loranger*, seconded by Mr. *Lynch*, moved that the following address, affirming the privileges and immunities of the House, be presented by Mr. Speaker to His Excellency the Lieutenant Governor of the Province of *Quebec*, at the Bar of the Legislative Council, at the prorogation of this Legislature.

*To His Excellency the Lieutenant Governor of the Province of Quebec.*

MAY IT PLEASE YOUR EXCELLENCY.

The Legislative Assembly of the Province of *Quebec* deem it their duty to humbly represent that the Cabinet of which the Honorable *Henri Gustave Joly*, is the chief, was defeated three different times, at the sitting of the eighth of March instant by majorities varying from twenty to twenty-two votes.

And they regret to state that the constitution has been disregarded by the advisers of His Excellency to the extent that they persist in retaining power against the will of the majority of the House and of the Country.

The Legislative Assembly believes it, moreover, their duty to express their regret that they have been put to the necessity of suspending the passage of the Supply Bill, until justice has been extended to the majority of this House.

The Legislative Assembly desires respectfully to represent to Your Excellency that there exists in the House a political party, possessing the confidence of the Country and having a large majority in the House; that this party is competent to administer the public business, and that the prorogation of the Legislature presently would be prejudicial to the legislation and to the interests of the Country.

The Legislative Assembly desires to represent to Your Excellency that the fact of the minority having a control over public affairs is the cause of the embarrassment under which the Province labors, through the suspension of the Supply Bill; and that a prompt solution of the difficulty may be arrived at by acting in conformity with the constitution.

The Legislative Assembly desires also to represent to Your Excellency, that inasmuch as there exists in the House a political party strong enough to command a large majority there is no necessity for a dissolution of the Legislature, a step which will cause considerable and useless expense to the Province and seriously threaten the peace and tranquillity of the people of this Province.

And your Petitioners will ever pray.  
And objection having been taken that the said motion is contrary to the constitution and should be considered out of order;

Mr. Speaker ruled:—"That the point of order was raised and decided yesterday."

And appeal having been made from Mr. *Speaker's* decision;

The question was put and carried in the affirmative on the following division:—

*In favor of Mr. Speaker's decision.*

MM. Alleyn, Angers, Baker, Champagne, Chapleau, Charlebois, Deschenes, Dulac, Dupont, Fortin (Gaspé), Fradette, Garneau, Gauthier, Houde (Maskinongé), Houde (Nicolet), Kennedy, Lacerte, Lalonde, Larochelle, Lavallée, Le Cavalier, Lorange, Lynch, Martin, Mathieu, McGauvran, Picard, Sawyer, St. Cyr, Taillon, Tarte, Thornton, and Wurtele.—33.

*Against M. Speaker's decision.*

MM. De Beaujeu, Fortin (Montmagny), Laberge, Lafontaine, Laframboise, Molléur, Pâquet, Préfontaine, Rinfret dit Malouin, Shehyn, Sylvestre, and Watts.—12.



(69)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 18th March, 1878 ;—For names of the parties who tendered for the works now being constructed under the control of the Quebec Harbor Trust on the River St. Charles at Quebec, &c.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th March, 1878.

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

## RETURN

(70)

To an ADDRESS of the HOUSE OF COMMONS dated 18th February, 1878, for copies of all correspondence between the Government of Canada and any party in Canada or elsewhere, and also between the Government of Canada and the Imperial Government, about the admission of Canadian-built ships into French Ports at the same rate and on the same conditions as ships from Great Britain and Ireland are admitted in said ports, or on such other conditions as may be therein mentioned

By Command.

R. W. SCOTT,  
*Secretary of State*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 28th February, 1878.

GOVERNOR GENERAL'S OFFICE,  
25th February, 1878.

SIR,—In compliance with the terms of an Address of the House of Commons, returned herewith, I am desired by His Excellency the Governor General, to forward to you copies of a correspondence which has passed with Her Majesty's Government, relating to the admission of Canadian-built ships into French ports.

I have the honor to be, Sir,

Your most obedient humble servant,

(Signed) E. G. P. LITTLETON,  
*Governor General's Secretary.*

The Hon. the Secretary of State  
for Canada.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 21st November, 1877.

MY LORD,—I have the honour to enclose herewith to Your Lordship a copy of a Minute of the Privy Council of Canada, requesting that Her Majesty's Government will cause the French Government to be informed that with a view to the removal of certain regulations in France, prejudicial to the interests of Canadian Shipping, the Canadian Government are prepared to recommend to Parliament a reduction of duties

on certain wines, upon the condition that Canadian-built ships shall be admitted to registry in France on the same terms as the ships of Great Britain.

I shall feel much obliged if Your Lordship will cause the necessary steps to be taken for giving effect to the wishes of my Ministers in this matter.

I have, &c.,  
(Signed)

DUFFERIN.

The Right Honorable  
The Earl of Carnarvon,  
&c., &c.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 14th November, 1877.

On a memorandum dated 16th November, 1877, from the Honorable Mr. Cartwright, acting in the absence of the Minister of Customs, stating that he has had under consideration the representations that have been made with respect to the disadvantages under which the shipping interests of the Dominion have hitherto been laboring in consequence of the exclusion of Canadian-built ships from the right of registry in France on the same footing as that on which ships of Great Britain are admitted to registry in that country, and considers it advisable that an effort should be made to induce the Government of France to modify their regulations in the above respect; he, therefore, recommends that the matter be brought under the consideration of Her Majesty's Government with a request that the French Government be informed that should that Government consent to the admission of Canadian-built ships to registry in that country on the same terms as those of Great Britain, the Canadian Government will be prepared to recommend to Parliament a reduction in the rate of duty on wines containing less than 26 degrees of proof spirits to 24 cents per gallon, without regard to value; thereby bringing the rates of duty to be levied by the Dominion of Canada into conformity with those at present levied by the Government of Great Britain, under the commercial convention with France.

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

Certified.

(Signed)

W. A. HIMSWORTH,  
Clerk Privy Council, Canada.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Copy—Canada—General.)

DOWNING STREET, 7th, January 1878.

MY LORD,—I laid before the Earl of Derby your Lordship's despatch, No. 229, of the 21st November, enclosing a copy of the Minute of the Privy Council of Canada, requesting that Her Majesty's Government would cause the French Government to be informed that with a view to the renewal of certain regulations in France prejudicial to the interests of Canadian shipping, the Canadian Government would be prepared to recommend to Parliament the reduction of duties on certain wines, upon the condition that Canadian-built ships should be admitted to registry in France on the same terms as the ships of Great Britain.

In reply, I have the honor to transmit to your Lordship a copy of a letter from the Foreign Office, and to request to be informed whether, having regard to the French proposals of last spring, it is wished by your Ministers that the matter should be pursued further.

I have, &c.,  
(Signed)

CARNARVON.

Governor General,  
The Right Honorable,  
The Earl of Dufferin, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

*The Foreign Office to the Colonial Office.*

FOREIGN OFFICE, 26th December, 1877.

SIR,—I have laid before the Earl of Derby your letter of the 19th instant relative to certain proposals which the Government of Canada wish to be made to the French Government in regard to Customs duties.

In reply I am to state to you, for the information of the Earl of Carnarvon, that the commercial negotiations with France have been suspended since last May, and that it is uncertain when they will be renewed. If, however, it is wished, Lord Derby will be happy to consult Lord Lyons as to the expediency of a communication to the French Government on this subject, independently of the general negotiation.

I am at the same time to mention that in the course of the negotiations last spring the French Commissioners propose to withdraw duties on ships from the Treaty Tariff, and that they also proposed that the duty levied in the United Kingdom on French wines under 26° in strength, and of a value not exceeding 125 francs per hectolitre, should be reduced two-thirds, that is to say from 1s. to 4d. per gallon for wine not exceeding in value 4s. 6d. per gallon.

I am, &amp;c.,

(Signed)

JULIAN PAUNCEFOTE.

The Under Secretary of State,  
Colonial Office.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Copy—Canada—Circular.)

DOWNING STREET, 18th January, 1878.

MY LORD,—I have the honor to transmit to you, for your information, a copy of a letter from the Foreign Office stating that Her Majesty's Government have concurred in the proposal of the French Government that the negotiations for a new Treaty of Commerce should continue to remain suspended.

I also enclose a copy of a letter which I have caused to be addressed to the Earl of Derby in reply, with reference to the offer made by your Government in connection with the proposed Treaty.

I have, &amp;c.,

(Signed)

CARNARVON.

Governor General,  
The Right Honorable,  
The Earl of Dufferin, K.P., G.C.M.G., K.C.B.  
&c., &c., &c.

*The Foreign Office to the Colonial Office.*

FOREIGN OFFICE, 10th January, 1878,

SIR,—With reference to previous correspondence relative to the commercial negotiations between this country and France, I am directed by the Earl of Derby to transmit to you, to be laid before the Earl of Carnarvon, a copy of a despatch from Lord Lyons, in which he reports a proposal on the part of the French Government that these negotiations, which have been in abeyance since May last, shall continue to be suspended.

I am to request that you will state that, under the circumstances, Her Majesty's Government have instructed Lord Lyons to express their concurrence in this proposal. Lord Derby will, however, be ready to consult Lord Lyons in regard to any matters connected with the Colonial Office which Lord Carnarvon may wish to be taken up, independently of the general negotiations.

I am, &amp;c.,

(Signed),

JULIAN PAUNCEFOTE,

The Under Secretary of State,  
Colonial Office.

*The Colonial Office to the Foreign Office.*

DOWNING STREET, 18th January, 1878.

SIR,—I am directed by the Earl of Carnarvon to acknowledge the receipt of your letter of the 10th instant, stating that Her Majesty's Government had concurred in the proposal of the French Government that the negotiations for a new Treaty of Commerce should continue to remain suspended; and I am to state, for the information of the Earl of Derby, that a copy of your letter will be transmitted to the Governors of Colonies.

Adverting to the concluding paragraph of your letter now acknowledged, and to your letter of the 26th December last, I am to suggest, for the consideration of Lord Derby, that Lord Lyons should be asked to consider whether there is any likelihood that the Canadian offer of concessions as to Wines in return for concessions as to Shipping would be taken into consideration by the French Government as a separate and independent matter.

I am to add that the Canadian Ministry seem to attach considerable importance to the subject and that it would be desirable to obtain for them, if possible, the concession they ask.

I am, &c.,  
(Signed) R. G. W. HERBERT.

The Under Secretary of State,  
Foreign Office.

OTTAWA, 27th February, 1878.

SIR,—I have the honor to transmit to you herewith, a copy of a correspondence now before the Department, respecting admission of Canadian-built ships into French ports, as called for by enclosed Address from the House of Commons, bearing date the 18th inst.

I have the honor to be, Sir,  
Your obedient servant,  
J. JOHNSON.

E. J. LANGEVIN, Esq.,  
Under Secretary of State,  
Ottawa.

DOMINION BOARD OF TRADE,  
SECRETARY'S OFFICE,  
MONTREAL, 18th February, 1878.

SIR,—Herewith I beg to enclose a petition from this Board on the subject of "admission of Canadian-built ships to French registry," and would respectfully ask your early attention in laying the same before His Excellency the Governor General in Council.

I have the honor to be, Sir,  
Your obedient servant,  
(Signed) W. J. PATTERSON,  
Secretary.

Hon. R. W. SCOTT,  
Secretary of State, Ottawa.

To His Excellency the Right Honorable Sir Frederick Temple, Earl of Dufferin, Viscount and Baron Clandeboye, Governor General of the Dominion of Canada, in Council.

The petition of the Dominion Board of Trade humbly sheweth:—

That your petitioners previously represented that a discriminative duty existed in France against ships built in Canada,—inasmuch as ships built in Great Britain were admitted to French registry on payment of two (2) francs per ton, while ships built in Canada could not be admitted except upon payment of forty (40) francs per ton;

That that discriminative duty is still maintained, and that it is practically prohibitive—to the great detriment of the shipbuilding industry of the Dominion, preventing, as it is alleged, the sale of Canadian-built vessels to French merchants, while it is believed that the discrimination referred to is a barrier to the enlargement of direct trade with France;

That, it appears to your petitioners, the making of such a distinction between British and Canadian vessels, a cardinal fact is entirely overlooked, viz., that Canadian-built vessels having British registry are clearly British ships, and ought not to be so discriminated against:

That your petitioners, at their recent Annual Meeting, adopted the following resolution, viz.:—

“That the good offices of the Dominion Government be asked, with a view to procure, through the assistance of the British Government, the registration in France of Canadian-built vessels on terms of equality with those of Great Britain;”

Wherefore, your petitioners do most earnestly pray that Your Excellency in Council may be pleased in your wisdom to make such representations to Her Most Gracious Majesty the Queen as may induce the Imperial Government to take measures for securing to this Dominion immunity from the discriminating impost herein referred to; and that Your Excellency in Council may be further pleased to use your good offices so that, in future treaties with foreign nations, the Imperial Government may be induced to take into consideration the interests of this Dominion as an integral part of the Empire.

And your petitioners, as in duty bound, will ever pray, &c., &c.

Signed on behalf of the Dominion Board of Trade.

(Signed)

A. JOSEPH,

*President.*

W. J. PATTERSON,

*Secretary.*

[L.S.]

MONTREAL, 18th February, 1878.

(Translation.)

QUEBEC, 23rd November, 1876.

HONORABLE SIR:—I ask your pardon if I trouble you afresh to-day, with respect to the duties charged on our ships in France. While on vessels constructed in England these duties are only two francs per *tonneau*, forty francs are imposed on ours. Are we not under the control of England, and why should we not have the same privileges? I venture to hope Honorable Sir, that you will be good enough to use your influence with the French Government to place us on the same footing with regard to our ships. The Treaties are to be revised in France, in December or January next, and this would be an appropriate time to commence *pour parler* with them.

These duties do us immense injury all over the Province. First with reference to the sale of the vessels, and then that of all the wood, &c., &c., &c.

As to myself, I could forward you documents to show that I could have built four vessels last year, and at least four this year, if not more. If required, I can furnish you letters making these demands. That is so much money lost to the Province. It is now two years since I wrote you, and you told me to address myself to the Minister of Marine, which I did, and he informed me in reply that he was about to occupy himself with the question. But I think he must have forgotten it. To-day I address myself to you again, for I know very well that, with your influence and your energy, you will see we have justice.

Kindly interest yourself in this fine and noble industry, and we shall be very grateful.

Hon. A. MACKENZIE,  
Minister Public Works,  
Ottawa.

I have, &c.,  
(Signed) N. ROSA.

OFFICE OF THE MINISTER OF PUBLIC WORKS,  
OTTAWA, 25th November, 1876.

SIR—I duly received your letter of 23rd November, in regard to the imposition of a duty upon Canadian vessels bought in France. After the receipt of your former communication another application was made, through the British Government, to have Canadian vessels treated the same as English vessels. The French Government, in a reply, received a few days since, again intimate that they do not consider British Colonial ships as British ships—that the language of the treaty provides a certain rate for ships in Great Britain and Ireland, and that that phrase does not include any of the British Colonies.

We have, therefore, for the present, failed to accomplish what you desire, after having made every effort to do so.

I have the honor to be,  
Your obedient servant,  
(Signed) A. MACKENZIE.

N. ROSA, Esq.,  
Quebec.

OTTAWA, 7th September, 1877.

SIR,—I observe, in the public newspapers, a letter purporting to have been signed by you, addressed from the French Consulate at Quebec, under date of June 20th, 1877, relating to the admission of Canadian-built ships to registry in France, in which you state that you “consider it desirable that the Dominion should have its interests directly represented by special delegate, who would put himself in communication with our (your) Administration;” and further that “a Canadian delegate who would visit France at this moment and foster the commercial relations of the two countries, would receive from our (your) hands a most hearty welcome; and I (you) am in a position to say so.”

I would feel exceedingly obliged if you would have the goodness to inform me if this latter statement is made in consequence of any instructions from your Government. I trust that you will have no objection to furnishing me with this information, as your letter has been given to the newspapers.

I am, Sir, your obedient servant,  
(Signed) A. MACKENZIE.

A. LAFAYRE, Esq., &c., &c., &c.,  
French Consul, Quebec.

FRENCH CONSULATE,  
QUEBEC, 20th June, 1877.

SIR,—In answer to the letter you have done me the honour of writing, I hasten to inform you about the duties imposed on Canadian-built vessels entering our ports to be registered as French bottoms. This duty amounts to 40 francs per ton measurement, and is applied to all foreign ships except in case of special exemption by treaty.

Great Britain has the benefit of that exemption for her ships; but her colonies, including Canada, were not mentioned in the treaty of 1860. The reports of the proceedings of the Anglo-French Commission establishes the fact that Great Britain did not include her colonial possessions in the privileges asked for herself. It would not be difficult, I believe, for Canada to obtain at this moment the abolition of this duty in question, for she has the most cordial sympathy of both our administration and public men.

The commercial treaty expiring in August, 1877, and an Anglo-French Commission having now met in Paris to discuss the new treaty, the occasion is the more favourable. But according to information I have obtained, Canada will not be mentioned by Great Britain in the new treaty any more than in the first. I would,

therefore, consider it desirable that the Dominion should have its interests directly represented by a special delegate, who would put himself in communication with our administration. You are aware that many difficulties are thus removed by these "official" missions, which can settle with authority the practical details, reserving the question of form to the proper authorities.

A Canadian delegate who would visit France at this moment, to foster the commercial relations of the two countries, would receive from our hands the most hearty welcome, and I am in a position to say so.

Please accept, Sir, the assurance of my most distinguished consideration.

(Signed) A. LEFAIVRE,  
Consul.

(Translation.)

FRENCH CONSULATE,  
QUEBEC, 10th September, 1877.

SIR,—I received the despatch which you did me the honour to write to me on the 7th September, on the subject of a letter written by me the 20th June, and reproduced by the Canadian Journals towards the end of August. In this communication you are good enough to cite *in extenso* several passages of my letter, and you request to know whether the statements therein have been made in virtue of instructions emanating from my Government.

I would hasten to accede to your desire if I had had the slightest part in the publication of the letter to which you make allusion. But I had nothing whatever to do with it. It was without my knowledge that it appeared, and it was with surprise I found it printed in journals of the leanings of which I am absolutely ignorant. I have to add that I disapprove of its insertion, for I should not consider I was paying sufficient respect to the Canadian Government if I permitted myself to give it advice, or offer it suggestions by means of the press.

The French Government is evidently not qualified to designate the method of proceeding that should be adopted by Canada in an international negotiation.

It is for the Canadian Government to make its choice in that respect, in concert with the Imperial Government of Great Britain. All that France can do is to receive her overtures, without occupying herself with the form in which they are presented, in the most cordial manner. I do not hesitate to assure you, Sir, that such are in fact her wishes.

Accept, Sir, the assurance of the high consideration with which I have the honour to be,

Your obedient Servant,  
(Signed) A. LEFAIVRE.

The Hon. Mr. MACKENZIE,  
Minister of Public Works, &c.,  
Ottawa.

(Translation.)

QUEBEC, 10th September, 1877.

HONORABLE SIR,—I write you in confirmation of my last, of date 29th August, to which I have not received a reply.

I venture to hope you will deign to acknowledge the receipt of this (for it is the third).

I return to the charge by the present,—For after having read and re-read the Franco-English Treaty, I am more and more convinced that we shall never by the intermediation of England, obtain a reduction in the duties on our ships in France. There has never been one question about Canada in the Treaty,—That brings us back absolutely to the suggestion that I made, that the affair should be taken in hand between the Government and the French Consul—that is to say—that the latter



should negotiate with the French Government, as was done in 1864. It will never be done through the Imperial Government, for it is contrary to their interests that we should have an outlet for the sale of our ships. They would lose the advantage of buying them at a miserable price.

Be pleased therefore, Honorable Sir, to take the proper means that suggest themselves to you to arrive at a favourable solution of this important matter.

Although you are well acquainted with the Treaties, &c., &c., I cite to you the following:—

FRANCO-ENGLISH TREATY.

Treaty of Commerce of the 3rd January, 1860. Promulgated by Imperial decree of the 10th March. To continue for 10 years from the ratification (4th February, 1860) and in default of renunciation made 12 months before the expiration of this term, obligatory for a year longer, and the same year after year, &c., &c.

Throughout the whole Treaty no mention is made of Canada, no more than if it did not exist, &c.

(England in this Treaty has given a little attention to the East Indies.)

Afterwards there were Supplementary Conventions, but never a thought of Canada. These conventions took place 25th February, 1860; 27th June, 12th October, 16th November. Collective Convention 8th November, 1864, relative to the legislation on sugar, 20th November, 1866, and 27th December, 1869, &c., &c.

Treaty on Navigation and Commerce, the 23rd July, 1873. Approved by the law of the 29th July, 1873, to remain in force to the 30th June, 1877, and beyond that term, &c.

Supplementary Convention signed the 24th January, 1874, &c., &c.

In all these there is not a word about Canada, which proves that your Government does not need the intermediation of England in this question of duties.

You see nothing in the Treaties that speak of us. Nevertheless, the duties of 33 per cent. of value were reduced in 1864 to 40 francs per ton of gauge, and to 2 francs in 1865. How has that come about? By the understanding between the Government and the French Consul, as I have cited to you above. If England had been in question, that would be shown in the Treaties.

Therefore, Honorable Sir, you will be pleased to look at the question afresh from a proper point of view, and no doubt success will follow, and the general commerce of the whole Dominion will prosper.

I have, &c.,  
(Signed) N. ROSA.

15th OCTOBER, 1877.

DEAR SIR,—I duly received your letters of 29th August and 10th September, respectively, written with a view to inducing the Government of Canada to enter into direct correspondence with the Government of France, relative to the duty imposed by this country upon Canadian ships. In your correspondence of 10th September you say, after having read and re-read the Franco-English treaty, I am more and more convinced that we shall never by the intermediation of English obtain a reduction in the duty on our ships in France. As to this I need only call your attention to the fact that the Canadian Government has no power to enter upon independent negotiation with any foreign country; this devolves upon the Imperial Government exclusively; neither France nor any other country would recognize any independent diplomatic agency by a colony.

You will see from the correspondence which has been published, that we have repeatedly called the attention of the Imperial Government to this subject, and you will observe from letters of the French Minister of Foreign Affairs, the Duc DeCazes, that the French Government perfectly well understand the nature of the Treaty, and states that the Treaty does not include any of the English Colonies, but refers only to the United Kingdom.

You seem to be under the impression that the French Consul at Quebec has authority to deal with the Canadian Government in this matter. A letter from that gentleman (I am not aware to whom addressed) dated 20th June, was published, in which he says "it would not be difficult, I believe, for Canada to obtain at this moment the abolition of the duty in question." I wrote to that gentleman asking him whether the statements in his letter were made in consequence of instructions from his Government. He stated in reply that the letter was published without his knowledge or consent, and that he disapproves of its publication; but he apparently declines to say whether he received any authority from his Government to make such statements or not. In any case, this Government could only refer the French Consul's letter to the Imperial authorities.

When I met you and other gentlemen in Quebec, during the summer, you were under the impression that it would be possible for Canada to obtain the same benefit in this regard as the United Kingdom, by making an alteration in the wine duties. Having considered that question, I may say the Government will consent to the same arrangement as to these duties which has been made by England, and the Imperial Government will be advised of this with a view to another effort being put forth to obtain, by special convention, the extension of the privilege to Canadian ships which is now enjoyed by ships of the United Kingdom.

As to your suggestion that the Imperial Government would be hostile to aiding us in the direction indicated, I am persuaded that in this you are wholly mistaken, the Imperial Government having readily seconded our efforts to obtain the recognition of Canadian vessels as British ships.

The disturbed state of France during the last few months has not, of course, been favourable to any movements of a diplomatic kind. But, it is hoped that domestic order and tranquility will soon enable an effort to be made in the direction desired.

Yours faithfully,

(Signed) A. MACKENZIE.

N. ROSA, Esq., Quebec

OTTAWA, 5th November, 1877.

MY DEAR MR. SHEHYN,—In reply to your enquiry concerning the action of the Government on the subject of the duties on Canadian ships in France, I may refer you, in the first place, to the Orders in Council and correspondence with the Imperial Government, which have been printed by Parliament in the Sessional papers of last year. In an interview with some Quebec gentlemen, in August last, I was informed that the French Consul at Quebec was in some way authorized to make some communication of the views of the French Government.

Shortly afterwards I observed a letter from that gentleman, in the press, and I wrote him to ask if he was in any way authorized or instructed to act on behalf of the French Government to receive proposals of any kind, or to discuss the question. I enclose a copy of my letter and the reply of the Consul. You will observe that his letter conveys no information of any kind except an expression of his belief that his Government would favourably consider any proposition made by Canada. I wrote to Mr. Rosa, of Quebec, on the 15th October, informing him of the position of the question, the correspondence with the French Consul, and stating that the Canadian Government would agree to a reduction of the import duties on French wines equal to the reductions made in England, where the commercial Treaty was concluded, under which a reduction of duties was made on English ships entering France.

This proposal we are communicating (in the only way in which we can conduct correspondence with a foreign Government) through the Imperial Government.

As you seem to think that some arrangement or understanding may be arrived at, though not formally concluded with the French Consul, I need hardly say that I will be very glad indeed to have you communicate with that gentleman in any way you think best, and if anything can be done through him, or otherwise, to facilitate the object we have all in view, viz : to secure closer commercial relations with France in articles produced by both countries, I shall be very glad indeed.

I am, my dear Sir,

Yours faithfully,

(Signed) A. MACKENZIE.

Jos. SHEHYN, Esq., M.P.P., Quebec.

(70A)

## RETURN

To an ADDRESS of the SENATE, dated the 12th March, 1878;—For any correspondence that the Government may have had respecting the sale of Canadian built ships in France, on the same favourable terms as are enjoyed by vessels of British construction; also, any information that the Government may be able to give to this House relative to the admission of the French products into this country on more favourable terms than at present.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd May, 1878.

(71)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 13th March, 1878;—For Statement showing amount expended for re-measurement of Steam Vessels registered under Act of late Province of Canada, now repealed; the names of Steam Vessels; their tonnage; the amount paid, and to whom the said Vessels belonged.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 20th March, 1878.

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

**RETURN**

(72)

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878;—  
For number and value of all Horses, Horned Cattle, &c., imported into  
the Dominion from 1st February, 1877, to 1st February, 1878; also  
number and value exported during same period, with amount of Duties  
collected by Provinces.

By Command.

R. W. SCOTT,

*Secretary of State*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 18<sup>t</sup> March, 1878.

STATEMENT of the number and value of all Horses, Horned Cattle, Sheep and Swine, imported into, and exported from each Province of the Dominion of Canada; also the duties collected thereon from the 1st day of February, 1877, to the 1st day of February, 1878.

Description of Animals.	From 1st February, 1877, to 1st February, 1878.													
	Provinces.				Imported.				Entered for Consumption.				Exported.	
	Quantity.	Value.	Quantity.	Value.	Duty Collected.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	Quantity.	Value.	
<b>Horses..</b>	No.	\$	No.	\$	\$ cts.	No.	\$	No.	\$	No.	\$	No.	\$	
Ontario.....	228	15,643	222	11,893	1,189 38	222	11,893	3,905	400,049			3,905	400,049	
Quebec.....	145	5,811	145	5,811		145	5,811	4,378	371,077			4,378	371,077	
Nova Scotia.....	16	1,993	16	1,993		16	1,993	163	11,060			163	11,060	
New Brunswick.....	75	4,167	75	4,167		75	4,167	133	15,373			133	15,373	
Manitoba.....	273	21,273	273	21,273		273	21,273	10	875			10	875	
Prince Edward Island.....	306	10,233	306	10,233		306	10,233	89	8,420			89	8,420	
British Columbia.....														
<b>Total.....</b>	1,043	\$59,120	1,037	\$55,370	\$5,537 06	1,037	\$55,370	8,678	\$806,854			8,678	\$806,854	
<b>Horned Cattle</b>	577	19,563	577	19,563		577	19,563	9,639	196,321			9,639	196,321	
do to be slaughtered in bond.....	3,755	268,744						3,480	248,008			3,480	248,008	
<b>Total Ontario.....</b>	4,332	\$288,307	577	\$19,563	\$1,956 29	577	\$19,563	13,119	\$444,329			13,119	\$444,329	
Quebec.....	1,624	88,053	1,347	56,053	5,605 29	1,347	56,053	9,012	478,489			9,012	478,489	
Nova Scotia.....	1	16	1	16	1 60	1	16	4,360	119,793			4,360	119,793	
New Brunswick.....	31	723	31	723	72 30	31	723	400	7,020			400	7,020	
Manitoba.....	4,550	108,074	4,550	108,074	10,807 38	4,550	108,074	494	9,488			494	9,488	
Prince Edward Island.....	902	15,248	902	15,248	1,524 72	902	15,248							
British Columbia.....														
<b>Total.....</b>	11,440	\$600,421	7,408	\$199,877	\$19,967 68	7,408	\$199,877	27,376	\$1,069,119			27,376	\$1,069,119	

	I	S	I	S	I	S	I	S	I	S	I	S	I	S
<i>Sheep</i> .....	54	117	54	117	54	117	54	117	54	117	54	117	54	117
Ontario.....	1,397	5,128	1,397	5,128	1,397	5,128	1,397	5,128	1,397	5,128	1,397	5,128	1,397	5,128
Quebec.....	9,466	17,316	9,466	17,316	9,466	17,316	9,466	17,316	9,466	17,316	9,466	17,316	9,466	17,316
Nova Scotia.....	10,908	\$20,564	10,908	\$20,564	10,908	\$20,564	10,908	\$20,564	10,908	\$20,564	10,908	\$20,564	10,908	\$20,564
New Brunswick.....	6,810	86,635	7,407	92,266	6,810	86,635	7,407	92,266	6,810	86,635	7,407	92,266	6,810	86,635
Manitoba.....	34,943	298,324	567	3,830	34,943	298,324	567	3,830	34,943	298,324	567	3,830	34,943	298,324
Prince Edward Island.....	41,753	\$384,959	7,974	\$96,096	41,753	\$384,959	7,974	\$96,096	41,753	\$384,959	7,974	\$96,096	41,753	\$384,959
British Columbia.....	1,704	25,108	1,704	25,108	1,704	25,108	1,704	25,108	1,704	25,108	1,704	25,108	1,704	25,108
Total.....	41	112	41	112	41	112	41	112	41	112	41	112	41	112
Swine.....	10	62	10	62	10	62	10	62	10	62	10	62	10	62
Ontario.....	209	1,658	209	1,658	209	1,658	209	1,658	209	1,658	209	1,658	209	1,658
Quebec.....	1,890	12,589	1,890	12,589	1,890	12,589	1,890	12,589	1,890	12,589	1,890	12,589	1,890	12,589
Nova Scotia.....	45,607	\$424,488	11,828	\$135,625	45,607	\$424,488	11,828	\$135,625	45,607	\$424,488	11,828	\$135,625	45,607	\$424,488
New Brunswick.....	461	127,959	461	127,959	461	127,959	461	127,959	461	127,959	461	127,959	461	127,959
Manitoba.....	228	25,213	228	25,213	228	25,213	228	25,213	228	25,213	228	25,213	228	25,213
Prince Edward Island.....	2	533	2	533	2	533	2	533	2	533	2	533	2	533
British Columbia.....	24	13,570	24	13,570	24	13,570	24	13,570	24	13,570	24	13,570	24	13,570
Total.....	14	469	14	469	14	469	14	469	14	469	14	469	14	469
Animals for improvement of Stock.....	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600	6,600
Ontario.....	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344	\$174,344
Quebec.....	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580	\$585,580
Nova Scotia.....	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123
Manitoba.....	56	56	56	56	56	56	56	56	56	56	56	56	56	56
Prince Edward Island.....	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364	37,364
British Columbia.....	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929	\$380,929
Total.....	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967	\$2,918,967
Grand Total.....	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123	\$41,123

J. JOHNSON,  
Commissioner of Customs.

CUSTOMS DEPARTMENT,  
OTTAWA, 15th March, 1878.

## RETURN

(No. 73.)

To an ORDER of the HOUSE OF COMMONS, dated 15th March, 1878;—*For*  
returns of the value of Meat, green, dried, cured or potted, imported  
from United States, and the Duty collected on such, from 1st January  
1877, to 1st January, 1878.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 21st March, 1878.



*Statement showing the quantity and value of Meats, green, dried, cured or potted, imported from the United States and entered for consumption in the Dominion of Canada; also the amount of Duty collected thereon from 1st January, 1877, to 1st of January, 1878.*

Description of Meats.	Provinces into which imported.		From 1st January, 1877, to 1st January, 1878.			
			Imported from United States.		Entered for Consumption.	
	Quantity.	Value.	Quantity.	Value.	Quantity.	Duty.
Meats, fresh, salted or smoked.....	Lbs.	\$	Lbs.	\$	\$	cts.
	Ontario.....	13,212,387	1,042,788	5,914,519	447,357	59,145 26
	Quebec.....	4,577,450	303,018	2,543,137	182,451	25,436 37
	Nova Scotia.....	1,348,538	107,399	985,768	71,098	9,867 68
	New Brunswick.....	2,460,918	176,580	1,826,155	73,940	18,261 55
	Manitoba.....	913,620	72,137	913,620	72,137	9,136 20
	British Columbia.....	231,103	30,966	227,817	30,512	2,378 17
	Prince Edward Island.....	9,769	656	7,679	522	75 79
	Total.....	22,753,785	\$1,733,544	12,420,095	\$878,017	\$124,201 02
	Meats, preserved or potted.....	Lbs.	\$	Lbs.	\$	\$
Ontario.....		44,261	44,261	39,904	39,904	6,983 20
Quebec.....		2,133	2,133	2,064	2,064	361 21
Nova Scotia.....		9,570	9,570	9,380	9,380	1,660 73
New Brunswick.....		13,788	13,788	12,937	12,937	2,438 97
Manitoba.....		9,927	9,927	9,927	9,927	1,737 22
British Columbia.....		8,959	8,959	8,916	8,916	1,560 30
Prince Edward Island.....		313	313	313	313	54 77
Total.....		\$88,951	\$88,951	\$84,451	\$84,451	\$14,796 40
Grand Total.....		\$1,822,495	\$1,822,495	\$962,468	\$962,468	\$138,997 42

J. JOHNSON,  
Commissioner of Customs.

CUSTOMS DEPARTMENT,  
OTTAWA, 18th March, 1878.

# RETURN

(74)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878;—  
For all Papers connected with the Ingonish Harbor Breakwater not  
already brought down, stating the date of the several payments to the  
Contractors; the total amount paid for the work, and the Engineer's  
certificates for the several payments, and also for extras paid to the  
Contractors.

By Command.

R. W. SCOTT

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30TH MARCH, 1878

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[In accordance with the recommendation of the Joint Committee on Printing, the above  
Return was printed for distribution only]

(75)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878;—For copies of the Annual Returns of the capital, traffic and working expenditure for the two last financial years of the Canada Southern Railway Company, required to be made to the Minister of Public Works under Cap. 25, 38 Vic., and Cap. 14, 39 Vic., Statutes of Canada.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA. 30th March, 1878.

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

# RETURN

(76)

To an ADDRESS of the HOUSE OF COMMONS, dated 16th April, 1877;—For all Orders in Council relating to the creation of the office of Harbor Master at Port Colborne, and to the appointment of Charles H. Carter to such office; and all correspondence with the Superintendent of the Canal and other persons on the subject of such appointment, together with a copy of the Regulations for the management and protection of the Canals and Harbors.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th March, 1878.

*Copy of a Report of a Committee of the Honorable Privy Council, approved by His Excellency the Governor General in Council on the 26th May, 1871.*

On the recommendation of the Hon. the Minister of Public Works, the Committee advise that he be authorized to appoint Mr. Andrew Hamilton, aged 34, as Harbor Master and Carpenter, at Port Colborne.

Certified.

(Signed)

WM. H. LEE,

*Clerk, Privy Council.*

To the Hon. the Minister of Public Works,  
&c., &c., &c.

PUBLIC WORKS,

OTTAWA, 27th June, 1871.

SIR,—I am to inform you that the Minister has appointed Mr. Andrew Hamilton, aged 34 years, now Lockman at Port Dalhousie, to be Harbor Master and Carpenter at Port Colborne.

I have the honor to be, Sir,

Your obedient servant,

(Signed)

F. BRAUN,

*Secretary.*

S. D. WOODRUFF, Esq.,  
Superintendent, Welland Canal,  
St. Catharines, Ont.

HOUSE OF COMMONS.

15th March, 1875.

DEAR SIR,—Enclosed find petition sent me from some of my constituents, praying for the removal of the Harbor Master at Port Colborne. I may say that I have no knowledge of this matter myself, only what others say. If any changes are necessary at that place, I could recommend a good man for the position.

I have the honor to be,  
Yours, &c.,

(Signed) JAMES NORRIS.

Hon. A. MACKENZIE.

ST. CATHARINES, March, 1875.

We, the undersigned, owners, and masters of vessels passing through the Welland Canal, feeling the necessity of having a competent person to fill the position of Harbor Master at Port Colborne, as a large number of vessels are employed carrying grain to the Welland Railway, and as this port is also used as a port of refuge by vessels trading to Buffalo, which, with the large number of vessels passing through the canal, we have experienced a great deal of detention and damages, through the incompetency of the present Harbor Master, as he, from want of experience, is entirely ignorant of the duties required.

We, your petitioners, therefore pray that he be removed, and a competent man appointed in his stead.

And your petitioners, as in duty bound, will ever pray.

(Signed) JOHN SULLIVAN,

and 59 other names.

Hon. A. MACKENZIE,  
Minister of Public Works.

OTTAWA, 24th March, 1875.

SIR,—I beg to refer, for your investigation and report, the enclosed petition from owners and masters of vessels passing through the Welland Canal, praying for the removal of the Harbor Master at Port Colborne, on account of alleged incompetency.

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

(Signed) F. BRAUN,  
*Secretary.*

E. V. BODWELL, Esq.,  
Superintendent, Welland Canal,  
St. Catharines, Ont.

OTTAWA, 24th March, 1875.

SIR,—I am desired to acknowledge the receipt of your letter of the 15th inst., transmitting a petition from shipowners and others, praying for the removal of the Harbor Master at Port Colborne, Welland Canal, on account of alleged incompetency, and to state that the matter will receive the attention of the Department.

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

(Signed) F. BRAUN,  
*Secretary.*

J. NORRIS, Esq., M.P.,  
House of Commons,  
Ottawa.

## WELLAND CANAL,

ST. CATHARINES, April 19th, 1875.

SIR,—I have the honor to acknowledge receipt of your letter (No. 29,857) of the 24th ult., enclosing petition for the removal of the Harbor Master at Port Colborne, for alleged incompetency, for my investigation and report.

That petition gives no instance of dereliction of duty, into which I can enquire. I notice, also, that a number of those signing it are either masters or owners of vessels fined during the past season for violation of canal regulations on Mr. Hamilton's reports to me, a proof to some extent that he was in the discharge of his duty. I have often visited Port Colborne since I came here, without any previous intimation to Mr. Hamilton of my intention, and have generally found him on duty. I have made careful enquiry of leading men at Port Colborne, and vessel men, and I find the almost universal opinion expressed that he is faithful and impartial in the discharge of his duty. I have always found him prompt in obeying instructions, and have no reason to doubt his fidelity. That there may be men better qualified for the position I do not doubt, but that any one would more faithfully attend to the interests of the Government or labor harder to secure the convenience of those navigating the canal, and, at the same time, seek to secure the observance of the canal regulations, I very much doubt. He has, in connection with his duty as Harbor Master, the oversight of works from Port Colborne to the Junction; and I can learn of no instance in which he can justly be charged with dereliction. While I still adhere to my opinion before expressed to you, that a Harbor Master at Port Colborne or at Port Dalhousie ought to be relieved of other duties that interfere necessarily with his attention as Harbor Master, I am of opinion that the petition is not well founded, and I cannot recommend the granting of its prayer. I enclose a counter one, signed by nearly all the principal business and marine men in Port Colborne.

I have the honor to be, Sir,

Your obedient servant,

(Signed) E. V. BODWELL,

*Supt. of Welland Canal.*

F. BRAUN, Esq., Secretary,  
Public Works Department,  
Ottawa.

We, the undersigned, ship owners and others, residents of Port Colborne, Ontario, having learned with regret that charges affecting the standing of the Harbor Master of this port, Mr. Andrew Hamilton, have been made and presented to the notice of the Hon. the Minister of Public Works, desire to record our testimony to the faithful manner in which we believe that he has executed the duties of his situation, and the zeal and fidelity which he has exhibited.

Your memorialists would, therefore, beg to request that the present incumbent be continued in the position of Harbor Master, and that you would confer the favor to submit this for the information of the Hon. the Minister of Public Works.

(Signed) L. G. CARTER,

and 124 other names.

To E. V. BODWELL, Esq.,  
Superintendent, Welland Canal,  
St. Catharines.

(Memorandum.)

An application, dated the 17th April, 1875, made by Mr. J. G. Currie, on behalf of C. H. Carter, for the position of Harbor Master at Port Colborne, was received by this Department, but is now mistaid. The application was recommended by W. A. Thomson, M.P., of Welland.

OTTAWA, 30th May, 1876.

SIR,—I am directed to inform you that Mr. Charles H. Carter, of Port Colborne, has been appointed Harbor Master at that port, at a salary of six hundred dollars (\$300) per annum, *vice* Mr. Andrew Hamilton, relieved, whom you are to continue in charge of floats, embankments, &c.

Mr. Carter has been requested to report to you for instructions.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

E. V. BODWELL, Esq.,  
Superintendent, Welland Canal,  
St. Catharines, Ont.

OTTAWA, 30th May, 1876.

SIR,—I beg to inform you that the Minister has been pleased to appoint you Harbor Master at Port Colborne, at a salary of six hundred dollars (\$600) per annum. You will please report to E. V. Bodwell, Esq., Superintendent of the Welland Canal, at St. Catharines, who will give you the necessary instructions.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

Mr. CHAS. H. CARTER,  
Harbor Master,  
Port Colborne.

(77)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 27th March, 1878;—For a Statement of duties collected by Customs and Inland Revenue Departments at St. John, N.B., from 1st July, 1876, to 1st January, 1877, and from 1st July, 1877, to 1st January, 1878.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th March, 1878.

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



(78.)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1878 ;—For Return showing the number of accidents and casualties which have occurred on the railways of the Dominion during the years 1874, '5, '6 and 1877, setting forth : 1st. The causes and natures of such accidents and casualties ; 2nd. The points at which they occurred, and whether by night or by day ; 3rd. The full extent thereof and all the particulars of the same.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th March, 1878.

OTTAWA, 29th March, 1878.

SIR,—I beg to transmit to you herewith Return to Address of the House of Commons, dated 20th ultimo, for statement showing the number of accidents and casualties on railways in the Dominion during 1874-5-6-7, with particulars respecting same.

I am, Sir,  
Your obedient servant,  
(Signed) F. BRAUN,  
*Secretary.*

Hon. the Secretary of State,  
Ottawa.

RAILWAY DEPARTMENT,  
MONTREAL, 21st March, 1878.

SIR,—I am duly in receipt of your letter of the 28th February, enclosing order of the House of Commons calling for a statement of accidents, causes thereof, and localities on the railways throughout the Dominion during the past four years. I now beg to return the above order, and to enclose statement of accidents as required.

I have the honor to be, Sir,  
Your obedient servant,  
(Signed) C. J. BRYDGES,  
*General Supt. of Government Railways.*

F. BRAUN, Esq.,  
Secretary Department of Public Works,  
78—1  
Ottawa.

STATEMENT of Accidents on the Railways of the Dominion of Canada for Years  
1874, 1875, 1876 and 1877.

Date.	Place.	Nature of Accident.
<i>Canada Central Railway.</i>		
.....	Carleton Place.....	Adam Somerville. Caught in belting of machinery—killed instantly.
<i>Cobourg, Peterboro' and Marmora.</i>		
1875.		
May 24.	Cobourg Wharf.....	Hy. Thomas, other. Injured—fell from lumber pile—ran over by car.
<i>Great Western Railway of Canada.</i>		
1874.		
July 1.	Windsor.....	W. Bushel, employé. Leg crushed—fell under car.
do 2.	Harrisburg.....	Hy. Smith, other. Killed—stepped on track before engine.
do 8.	Baptiste Creek.....	J. H. O'Hara, employé. Injured—fell among machinery.
do 13.	Hamilton.....	Isidore Clemon, other. Killed—fell through hole in wharf.
do 21.	London.....	D. Hemming, employé. Badly crushed—uncoupling engine.
do 30.	do.....	Name unknown. Bruised—struck bridge while stealing ride.
Aug. 8.	$\frac{3}{4}$ mile west of Hamilton.....	Geo. Marshall, other. Killed—ran over by train.
do 11.	Port Cr�dit.....	E. Jones, passenger. Arm crushed—fell under cars.
do 12.	Windsor.....	Thos. Luson. Head injured—struck against bridge.
do 25.	London.....	W. H. Buttley, other. Killed—ran over by train.
do 26.	Clifton.....	Thos. Balmer, employ�. Ribs broken—jammed between cars.
do 26.	London.....	Jones Irwin, son of driver. Injured—fell under engine.
do 28.	Chatham.....	Jas. Cosgrave, employ�. Killed—ran over by train.
Sept. 1.	Thomasville.....	Wm. Eaton, employ�. Killed—fell under cars.
do 5.	Toronto.....	Jas. Riggs, employ�. Injured—jumped between cars.
do 5.	London.....	H. L. Kifner, other. Collar bone broken—struck by train.
do 11.	Dundas.....	Thos. Hager, passenger. Injured—jumped from train in motion.
do 11.	London.....	— Johnston, passenger. Injured—jumped from train in motion.
do 15.	do.....	Jas. Thompson, employ�. Legs hurt—struck by engine.
do 26.	Simcoe.....	W. Clarke, employ�. Killed—caught between cars.
do 30.	Thomasville.....	Wm. Robb, employ�. Fatally injured—fell under cars.
do 30.	Welland Feeder.....	— Cooper, passenger. Injured—fell under wheels.
Oct. 3.	Harrisburg.....	Wm. Hickey, employ�. Killed—fell between cars.
do 8.	Welland Junction.....	John Holley, employ�. Injured—engine running into train.
do 11.	Aylmer.....	E. Laudegen, other. Foot injured—fell under wheels.
do 17.	London.....	Mary Makison, other. Slight injury to leg—waggon struck by cars at crossing.
do 17.	2 miles east of Stony Creek.	Name unknown, other. Ran over by train.
Nov. 2.	Chatham.....	Frank Bennett, other. Injured—fell under cars.
do 7.	Dorchester.....	Wm. Sutherland, other. Fractured skull—train struck waggon
do 26.	Windsor.....	Wallace King, employ�. Drowned—fell from ferry steamer.
Dec. 27.	Near Cayuga.....	John Scott, other. Fell from car while stealing ride.
1875.		
Jan. 13.	Toronto.....	J. C. McGwria, passenger. Fatally injured—fell while attempting to jump on train while in motion.
do 23.	Nicksville.....	A. Sales, employ�. Killed—fell under cars.
Feb. 2.	Chatham.....	W. Willcox, other. Killed—struck by train.
do 19.	Lynden.....	A. Renwick, employ�. Small bone of leg broken.
do 19.	do.....	E. Quinn, employ�. Scalp wounded, &c.
do 24.	Corinth.....	C. F. Hartley, other. Killed—ran over by engine.
do 26.	Chatham.....	Name unknown, other. Injured—struck by engine.
Mar. 21.	Windsor.....	A. Cameron, employ�. Killed—fell under wheels.
April 5.	London.....	J. Clapperton, employ�. Fatally injured—fell while cleaning and fractured his skull.
do 10.	Windsor.....	P. Dunn, other. Fatally injured—ran over by train.
May 1.	London.....	J. Pinksley, other. Killed—struck by train.
do 4.	Near Appine.....	Jas. Hennessy, other. Killed—struck by train.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Great Western Railway—Con.</i>		
1875.		
June	4. Near Komoka.....	M. McClellan, passenger. Bruised—jumped or fell from car.
do	6. 3 miles west of St. Catharines.	F. McKeever. Killed—Struck by engine and ran over.
do	12. Beachville.....	Mr. Cameron, passenger. Head cut—jumped from train.
do	16. Merritton.....	Jas. Welch, passenger. Fatally injured—fell from train and ran over.
<i>Intercolonial Railway.</i>		
1874.		
Aug.	6. Salasby.....	Wm. Campbell. Hand injured—coupling.
do	8. Susset.....	Wm. Carson. Injured—struck by engine.
do	22. Not given.....	E. Carter. Killed—walking on track.
do	29. Aillace.....	H. McCam. Hand hurt—coupling.
Sept.	10. Valley.....	A. Sturtevant. Killed—ran over by train.
do	30. Not given.....	Geo McWilliams. Killed while coupling cars.
Nov.	23. Susset.....	P. Henry. Hand injured—coupling cars.
do	24. Moosepath.....	J. McCollwell. Body injured—coupling cars.
Dec.	1. St. John.....	A. Wilson. Arm crushed—coupling cars.
do	12. do.....	E. Russell. Foot smashed—coupling cars.
<i>1875.</i>		
Jan.	12. Windsor.....	James Hays. Killed—walking on track.
do	12. St. John.....	Name unknown. Head injured—stealing a ride.
do	18. Dorchester.....	Wm. Styles. Killed while crossing track.
Feb.	6. Norton.....	Wm. Kingston. Head crushed while coupling.
do	6. Apohaque.....	Thos. Duncan. Foot injured—jumping on cars.
do	22. Londonderry.....	B. McLean. Hand crushed—coupling.
Mar.	17. Moncton.....	A. McCauly. Arms taken off while working on track.
do	1. St. John.....	Wm. Compton. Foot taken off while shunting in yard.
do	14. do.....	Wm. Hunphey. Hand injured—coupling.
<i>Midland Railway.</i>		
1874.		
July	17. Bethany.....	Silas Dickson, employé. Killed—jumping on car in motion.
Dec.	1. Chambly.....	Name not given. Injured—one arm ran over.
<i>New Brunswick and Canada Railway.</i>		
1874.		
April	20. McAdam Junction.....	Name not given. Foot injured.
<i>Northern Railway.</i>		
1874.		
July	14. Collingwood.....	Name not given. Foot ran over.
do	16. Lefray.....	do Killed—fell from cars.
Sept.	23. Toronto.....	do Head injured.
Oct.	7. Allendale.....	do Leg injured—fell between cars.
<i>1875.</i>		
Mar.	17. Allendale.....	do Head injured.
May	3. Barrie.....	do Killed—fell between cars.
<i>St. Lawrence and Ottawa Railway.</i>		
1874.		
June	25. South Gore.....	A child. Killed—walking on the track.
July	11. Near Spencerville Station.....	W. A. Fruken. Injured—fell between cars while in motion.
Aug.	do Chaudière Junction.....	Michel Nidd. Killed—fell under train.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Welland Railway.</i>		
1874.		
Feb. 6.	Near Allenburgh .....	Robert Spears. Killed—jumped from train in motion.
May 11.	do Thorold .....	Eric Jansen. Killed—thrown on track by his team.
Dec. 4.	Merritton .....	A woman. Killed—walking on track.
<i>Windsor and Annapolis Railway.</i>		
1874.		
Oct. 19.	Between Etterhouse and New- port .....	Peter Michelson, passenger. Leaped from train in motion.
do 20.	Dodge crossing, near Middle- town .....	— Neilly. Killed—struck by engine.
1875.		
June 14.	Between Waterville & Cam- bridge .....	Abel Benjamin. Killed—walking on track.
<i>Grand Trunk Railway.</i>		
1875.		
July 1.	Place not given .....	Mrs. Walker, other. Injured—carriage crossing track in front of train.
do 2.	do .....	John Quinn, employé. Killed—caught between the cars.
do 3.	do .....	Wm. Laushman, other. Killed—lying on track intoxicated.
do 3.	do .....	Joseph St. John. Injured—fell off hand-car.
do 5.	do .....	J. Charlebois, employé. Foot injured—fence-post too close.
do 5.	do .....	L. McKenzie, employé. Injured—coupling cars.
do 6.	do .....	R. Patton, employé. Injured—caught between cars.
do 6.	do .....	W. Cunningham, employé. Injured—caught between tender and cars.
do 8.	do .....	Mrs. Bates, other. Injured—attempting to drive over crossing in face of express train.
do 9.	do .....	J. Bowie, employé. Injured—both ankles and foot bruised.
do 9.	do .....	Mrs. Clancy, other. Injured—lying on track intoxicated.
do 10.	do .....	W. Allenson. Killed—struck by over-head bridge.
do 11.	do .....	Mrs. Bazinet, Mrs. Fortin, Mrs. Barnard and two daughters. Mrs. Bazinet and Mrs. Fortin killed, the rest severely injured—attempting to cross track in carriage as train was approaching.
do 12.	do .....	R. Looney, employé. Hand crushed—coupling.
do 12.	do .....	C. Parker, employé. Leg injured—foot caught in track.
do 13.	do .....	W. Dupord. Arm broken—coupling car.
do 13.	do .....	Mrs. Scilly, other. Injured—crossing track in front of train.
do 15.	do .....	A child. Injured—playing on track.
do 17.	do .....	F. Crapulle, passenger. Killed—fell between cars.
do 20.	do .....	J. Sheldon, employé. Killed—caught between cars.
do 20.	do .....	W. Wells, employé. Killed—fell off car.
do 20.	do .....	John Reid, other. Killed—walking on track.
do 20.	do .....	J. T. Lynder, employé. Hand injured—coupling.
do 20.	do .....	W. Ranz, other. Injured—fell between cars.
do 21.	do .....	Thos. Shanalen, employé. Injured—unloading.
do 23.	do .....	E. Ireland, employé. Injured—fell off engine.
do 24.	do .....	P. Lemay, employé. Injured—fell from wharf.
do 26.	do .....	M. Hallsablm. Injured—trying to get on train.
do 26.	do .....	J. Mallery, employé. Injured—coupling cars.
do 27.	do .....	A. Ryan, other. Injured—crossing track in front of train.
do 27.	do .....	C. Lafontaine, employé. Finger crushed—coupling cars.
do 29.	do .....	Mrs. Fiset, other. Slightly injured—walking on track.
do 30.	do .....	Mr. Patran, passenger. Injured—jumping on cars in motion.
do 30.	do .....	J. Flahiff, employé. Hand bruised.
do 30.	do .....	J. Beaulieu, employé. Injured—caught between engine and car.
do 31.	do .....	J. Richelieu, other. Injured—attempting to couple cars.
do 31.	do .....	J. Chabot, other. Killed—ran over by cars.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway.—Con.</i>		
1875.		
Aug. 4.	Place not given.....	Mrs. McNancy, other. Killed—walking on track intoxicated.
do 4.	do .....	J. Boura, employé. Injured—skull fractured.
do 7.	do .....	J. Hardman, employé. Right hand crushed—uncoupling.
do 11.	do .....	J. Stewart, employé. Injured—head cut.
do 11.	do .....	Mrs. Thompson, other. Slightly injured—walking on track.
do 12.	do .....	E. Green, other. Killed—threw himself in front of engine while under a fit of temporary insanity.
do 12.	do .....	S. Young, other. Killed—found dead on track.
do 14.	do .....	P. Leahy, employé. Killed—in getting out of engine 42 stepped in front of engine 33.
do 14.	do .....	Paul Sanidan, other. Killed—walking on track.
do 14.	do .....	E. Wilson, employé. Foot injured—uncoupling cars.
do 16.	do .....	W. Taylor, employé. Foot injured—crossing track in front of engine.
do 17.	do .....	W. Birkelt, employé. Body injured—squeezed between two cars.
do 19.	do .....	J. Eadis, employé. Injured—a coil of telegraph wire fell on his foot.
do 20.	do .....	W. Keenan, other. Foot injured—stealing ride.
do 21.	do .....	J. Cusson, employé. Hand injured—fell in front of car.
do 23.	do .....	G. Hillstead, employé. Hand injured—coupling cars.
do 24.	do .....	Chas. Jones, employé. Arm injured—coupling cars.
do 25.	do .....	P. Pillett, employé. Killed—attempting to get on cars in motion.
do 27.	do .....	R. Eckford, passenger. Hand injured—jumping on train when in motion.
do 27.	do .....	James Fare, employé. Head hurt—rear collision.
do 27.	do .....	— Larkin, other. Foot injured—fell from cars.
do 29.	do .....	M. Colican, other. Killed—lying asleep on siding.
do 31.	do .....	Jos. Plant, employé. Injured—jumping on train in motion.
Sept. 2.	do .....	R. Hudson, employé. Hand injured—coupling cars.
do 5.	do .....	Name unknown, other. Killed—being on track intoxicated.
do 6.	do .....	A. Monette, employé. Injured—coupling cars.
do 8.	do .....	P. Murphy, employé. Foot injured—jumping off engine.
do 8.	do .....	T. Paisly, employé. Arm injured—door of car fell off.
do 9.	do .....	J. A. McKnight, passenger. Killed—jumped off train.
do 10.	do .....	John Wood, other. Injured—attempting to get on cars.
do 13.	do .....	A. Miller, employé. Killed—special train ran into No. 24.
do 13.	do .....	S. Warder, employé. Badly scalded—special train ran into No. 24.
do 13.	do .....	M. Warder, employé. Leg broken—special train ran into No. 24.
do 14.	do .....	James McFee, other. Killed—sitting on track intoxicated.
do 14.	do .....	M. McCalley, other. Killed—walking on track.
do 15.	do .....	D. Inglass, employé. Injured—head and face bruised—walking on top of cars and was hit on the back of the head by a bridge.
do 16.	do .....	D. Deseve, employé. Injured—coupling cars.
do 18.	do .....	Mrs. R. McGuire, other. Killed—walking on track.
do 18.	do .....	H. Potter, other. Injured—playing on farmers' crossing.
do 19.	do .....	W. Bramber, other. Killed—lying on track.
do 20.	do .....	M. Aylesworth, other. Killed—attempting to cross a bridge in front of engine.
do 21.	do .....	P. O'Connell. Injured—walking on track.
do 22.	do .....	P. H. Small, employé. Collar bone broken—sudden jerk of train.
do 24.	do .....	P. Dubeque, employé. Hand hurt—coupling cars.
do 27.	do .....	M. Sauve, other. Killed—crossing in front of train.
do 29.	do .....	C. Lafontaine, employé. Arm sprained—coupling cars.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway.—Con.</i>		
1875.		
Sept. 29.	Place not given	G. Laird, employé. Hip injured—fell off station platform.
Oct. 2.	do	Mrs. C. Ellerber, other. Killed—asleep on track.
do 3.	do	A. Allen, employé. Head injured while putting on bell cord—struck his head against the bridge.
do 5.	do	W. Wilcox, employé. Thumb crushed—coupling cars.
do 10.	do	C. Mitchell, employé. Left leg cut off—slipped when applying brakes, and body fell outside of rail with left leg on track, which was run over below the knee.
do 11.	do	E. Smith, employé. Killed—jumping off train—fell on track.
do 9.	do	J. Fullard, employé. Leg hurt—tyre of driving wheel broke on track.
do 8.	do	George Snead, employé. Fingers injured—taking chairs off disabled car.
do 4.	do	J. Ely, employé. Head cut—jumping off engine.
do 12.	do	C. McTage, employé. Arm injured—coupling cars.
do 14.	do	Peter Smuck, employé. Fingers injured—coupling cars.
do 16.	do	James Slattery, employé. Injured—arm broken.
do 18.	do	A. Laughlin. Collar bone broken—coupling cars.
do 18.	do	Jas. Venue, employé. Forehead cut—train breaking loose.
do 20.	do	Wm. Sutton. Killed—caught his foot fast in end of wing rail.
do 20.	do	Jno. Laird, employé. Climbing from van top car, when he fell off owing to defective ladder (Michigan Central car).
do 11.	do	W. C. Grabett, employé. Dog slipped while applying brakes.
do 19.	do	Wm. Hopkins, employé. Finger crushed—pulling pin.
do 21.	do	Wm. Ward, employé. Leg hurt—coupling cars.
do 22.	do	J. Dale, employé. Badly scalded on the hand—flue burst.
do 25.	do	Geo. Pennock, employé. Finger crushed—coupling cars.
do 25.	do	Atkinson, other. Slightly injured—standing on the track.
do 26.	do	Henry Reid, employé. Several internal injuries to chest—couplings locked into each other.
do 26.	do	D. Lane, other. Head injured—walking on track drunk.
do 14.	do	J. Richardson, employé. Arms injured—coupling
do 27.	do	D. Woods, employé. Legs injured—fell between cars.
do 29.	do	J. Snider, employé. Sprained his ankle—slipped off car.
do 28.	do	Jno. Henderson, employé. Injured—foot sprained.
do 29.	do	Jas. Caiser, employé. Hand smashed—coupling cars.
Nov. 2.	do	J. McKnight, employé. Leg injured—fell off engine.
do 6.	do	Aug. Gaudeny, employé. Killed—ran over—leg crushed.
do 4.	do	F. Paradis, employé. Uninjured—fell off train.
do 9.	do	A. McDonald, employé. Arm injured—coupling.
do 4.	do	Hy. Heyd, employé. Slightly hurt—coupling cars.
do 6.	do	Jas. Malu, employé. Wrist injured while going back to protect train—slipped and fell into culvert.
do 7.	do	Unknown. Killed. Man supposed to have been walking on the track and struck by one of the two trains given. He is also supposed to have been insane.
do 11.	do	B. Goerge, employé. Hand crushed—coupling.
do 12.	do	T. Marks, employé. Slipped while stepping on van.
do 12.	do	J. Watson. Hand crushed—coupling cars.
do 15.	do	Wm. Woolidge, employé. Finger broken and shoulder injured—coupling cars—foot caught by wheel of tender, when slipped between.
do 18.	do	Jas. Snider, employé. Finger hurt—coupling cars.
do 21.	do	W. Mitchell, employé. Thumb injured—uncoupling engine from train.
do 20.	do	J. Owen, employé. Injured.—When letting down, was struck by the lever.
do 23.	do	D. Bronner, employé. Seriously hurt about the body and chest—coupling cars. The driver backed up at too great a speed.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway.—Con.</i>		
1875.		
Nov. 24..	Place not given	J. R. Barnum, employé. Finger injured—coupling.
do 10..	do	J. Coombs, employé. Four fingers and thumb cut off close to the hand—working with circular saw.
do 15..	do	J. Jollow, employé. Fingers bruised—uncoupling.
do 21..	do	Wm. Brady, employé. Head severely cut—struck by overhead bridge while examining brakes on top of train.
do 26..	do	Ed. Hogue. Shoulder blade broken—coupling.
do 19..	do	J. Flynn, employé. Badly injured about the body, and one of his feet hurt—horse took fright and ran against gate, knocking itself and the gateman (Flynn) down.
do 24..	do	Robt. Adams, other. Killed—fell through the railway bridge while attempting to cross.
do 26..	do	J. Caron, employé. Arm crushed—coupling cars.
do 29..	do	L. Dugas, employé. Thumb crushed—coupling cars.
do 29..	do	T. Collins, employé. Injured—Hip put out of joint.
Dec. 7..	do	John McDonald, employé. Arm jammed.
do 7..	do	T. Flaherty, employé. Injured—thrown from the top of a car.
do 8..	do	W. Jameson, employé. Head and face badly bruised—sudden jerk of engine.
do 9..	do	J. Studz, employé—Leg broken—slipped from top of car.
do 9..	do	A. Simons, employé. Leg severely crushed—caught between the roofs of two cars.
do 9..	do	M. Young, employé. Hand bruised—coupling cars.
do 10..	do	J. McLeod. Injured—Getting on train in motion.
do 17..	do	T. Hamilton, employé. Killed—fell off top of car.
do 17..	do	Wm. Lafrance, passenger. Killed—jumped off train.
do 21..	do	J. Daoust, other. Killed—walking on track.
do 23..	do	J. Kelly, other. Killed—sitting on track.
do 27..	do	D. Kennedy, employé. Killed—crushed between two tenders while coupling them.
do 8..	do	Chas. Way, employé. Arm sprained—Dog of brake gave way, allowing brake to fly off.
do 8..	do	T. Folly, employé. Slightly scalded—fine burst.
do 13..	do	J. Leevason, employé. Finger smashed—caught in baggage car door.
do 16..	do	Geo. Brighton, employé. Fingers injured—coupling cars.
do 16..	do	C. Paulin, employé. Finger crushed—uncoupling cars.
do 18..	do	J. Harper, employé. Arm broken—coupling cars.
do 19..	do	J. Graham, employé. Knee injured—fell from engine.
do 20..	do	D. Laisson, employé. Foot injured—slipped in front of train.
do 21..	do	Wm. Jackson, employé. Head crushed—coupling.
do 23..	do	Rufus Coleman, employé. Injured—jumped off train.
do 23..	do	C. Cowan, employé. Finger crushed—coupling.
do 16..	do	R. Gibson, employé. Killed—slipped and fell on track.
do 27..	do	T. Goldsmith, employé. Injured—fell from top of car.
do 30..	do	S. Mavel, employé. Killed—fell off top of train.
do 25..	do	Wm. Doyle, employé. Hand injured—coupling cars.
do 29..	do	Wm. Wood, employé. Arm broken—Fell off cars.
do 30..	do	T. Flaharty, employé. Injured on the head—piece of wood fell off tender—wooding up.
do 30..	do	K. Strahan, employé. Injured—fell off car.
do 29..	do	Jollow, employé. Knee injured—fell between cars.
do 31..	do	M. Casselman, employé. Injured while closing car door.
do 31..	do	J. Hosenpflug, other. Killed—attempting to drive over crossing.
do 28..	do	D. Doran, employé. Injured—unloading baggage.
do 1..	do	J. Leveque, employé. Leg cut—slipped on ice getting off engine.
<i>Canada Central Railway.</i>		
1876.		
Jan. 22..	Eight miles west of Renfrew.	Jamison. Killed—jumped off train while in motion.
do 26..	One-half mile west of Ottawa.	Johnson. Killed—walking on track.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1875. <i>Canada Southern Railway.</i>		
Nov. 23.	Near Charing Cross.....	George Hogan, employé. Fell from top of train.
1876.		
March 8.	Bismarck .....	John McNeil do do
April 8.	Birgetown .....	Wm. Clark do do
June 9.	Bodney .....	Jas. Howley do Fell between cars, train No. 68.
May 3.	Amherstburg .....	Henry Millard do Run over while attempting to get on engine.
do 19.	Victoria .....	M. O'Donohue, do Run over while attempting to get on engi e.
1875.		
Oct. 24.	Smith's Crossing.....	F. Jatawh. Struck by engine of express train.
Nov. 5.	Two miles east of Cornell....	E. McLean. Injured—struck by engine.
Dec. 22.	Two miles west of Brockville	E. Thayer. Run over by passenger train.
1876.		
April 26.	Bismarck.....	Wm. Davis. Run over—asleep on track.
Jan. 13.	Amherstburg.....	John Bully, employé. Run over.
1875.		
Nov. 18.	Tilsonburg .....	John Robertson, employé. Fell while coupling, train ran over him.
1876.		
Jan. 25.	Amherstburg .....	G. Larkin. Injured—leg run over.
April 24.	Welland Canal Bridge.....	John Hoghton, a baby. Canal bridge open—engine and five cars ran into feeder.
<i>Great Western Railway.</i>		
Jan. 1.	Lynden .....	P. Manderson, employé. Thigh broken—train running into hand car.
do 25.	Longwood.....	F. Collings, employé. Killed—fell between cars
Feb. 13.	St. Thomas .....	D. McIntosh do Collar bone broken—coupling.
do 15.	Canfield Junction .....	Chas. Allen do Badly shaken up by falling from top of train No. 24.
do 18.	Toronto .....	Edward Tydd, employé. Killed—ran over by cars.
do 23.	Windsor .....	W. Dennison, other. Injured—walking on track, struck by engine.
March 30.	Digman's Creek.....	G. Barnere, passenger. Killed—fell of train intoxicated.
April 3.	Chatham .....	A. White, employé. Killed—crushed between cars.
do 12.	Wellington Square .....	W. Ross, passenger. Killed—fell off train No. 3.
do 13.	Nelles' Corners.....	D. Townsend, other. Killed—lying on track intoxicated.
May 3.	London.....	W. Derry, other. Killed—run over by engine, walking on track.
do 18.	Saftons.....	Geo. Irvin, employé. Fatally injured—train ran off track.
do 18.	do .....	Jno. Pringle do do do
do 25.	St. Davids .....	W. Ferrie, employé. Arm taken off—lying on track.
July 14.	London.....	S. Taylor, other. Badly injured—thrown from waggon; horse took fright at engine passing.
do 14.	Thomasville .....	R. Reynolds, employé. Legs broken—fell from ladder.
do 20.	St. Thomas .....	Wm. Ellis, passenger. Slightly injured—jumped from train.
do 27.	St. Davids.....	S. Stevaision, other. Fatally injured—run over by train.
Aug. 11.	London .....	W. D. Rane, other. Slightly injured—struck by engine.
do 13.	Tecumseh.....	P. Ruckwever, other. Scalp wound—crossing track in a buggy.
do 29.	Dorchester .....	S. Welsall, employé.
Sept. 9.	Komoka .....	S. Wendell, employé. Ran over by cars.
do 21.	London.....	B. Denne, other. Killed—run over by cars.
do 30.	Dundas .....	Jas. Fowler, passenger. Arm broken—fell off train.
Oct. 1.	Lynden.....	J. Coulter, employé. Back injured—fell off train.
do 14.	London.....	George Pacy, other. Injured—attempting to jump on car.
do 27.	do .....	R. Scott, employé. Killed—ran over by engine.



## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Great Western Railway.—Con.</i>		
1876.		
Nov. 11.	Bothwell .....	C. Hayman, other. Fatally injured—run over by cars.
do 17.	East Buffalo .....	M. Mahar, employé. Fatally injured—fell from car and was run over.
do 24.	Woodstock.....	John McGill, other. Arm taken off—run over by cars.
do 30.	Wyoming.....	James Godbolt, employé. Fingers injured—coupling cars.
Dec. 13.	Jordan.....	James Nagle, other. Killed—run over by train—intoxicated.
do 13.	do .....	John Murray do do do do
do 22.	do .....	D. McFee do Leg taken off—run over by train.
do 23.	Brantford.....	Turner, other. Badly injured—fell from train.
do 26.	Dundas .....	A. Blackstone, employé. Injured—fell off top of train.
	Hamilton.....	
<i>Wellington, Grey and Bruce Railway.</i>		
1876.		
March 22.	Lucknow .....	D. Todd, employé. Foot injured by wheel of car.
June 2.	do .....	Mrs. McLeod. Killed—crossing track in front of train.
1875.		
July 9.	Supers.....	Thos. McDonnolt, employé. Fell from and under hand-car in motion.
do 9.	do .....	Jas. Long, employé. Fell from and under hand-car in motion.
do 10.	Guelph.....	Chas. Waldran, employé. Killed—run over by train.
Oct. 11.	Henfryn.....	Mrs. Sugby, passenger. Arm slightly bruised.
Nov. 6.	Paisley .....	Jacob Green, employé. Arm taken off—ran over by train.
do 17.	Brussels.....	James Gregg, employé. do do
<i>Hamilton and North Western Railway.</i>		
1876.		
April 28.	Nine miles south of Hamilton.	Thos. English. Killed—lying on track intoxicated.
<i>Intercolonial Railway.</i>		
1875.		
Aug. 2.	Salisbury .....	W. McCann, employé. Leg injured.
do 13.	Shediac.....	Mr. Robb, other. Killed—knocked down by engine.
Oct. 16.	Between Glengarry and Hopewell.....	Thos. O'Brine. Injured by engine.
Nov. 8.	Sackville Bridge.....	Wm. Ryan, employé. Killed—head struck against bridge.
do 6.	Three miles west of West River Station .....	Jas. Keys. Injured—knocked down by engine.
do 19.	Shediac.....	Philip Hestore, other. Badly injured—attempting to cross track in front of engine.
1876.		
Jan. 15.	Hampton .....	— Wilmot, employé. Finger injured—unloading engine.
do 24.	Bluesdale .....	M. Etter, employé. Finger cut off—coupling.
do 26.	One mile south of Jacob's River .....	D. Walker. Killed—fell from cars.
Feb. 3.	St. John .....	M. Fairweather, employé. Foot hurt.
May 29.	Ballast Pit.....	Thos. Smith, employé. Arm broken—coupling cars.
<i>Midland Railway.</i>		
1875.		
July 8.	Nine miles south of Orillia....	John Corrigan. Run over—lying on track with his head on the rail.
Aug. 6.	Near Millbrook .....	Lewis Truscott. Killed—fell between two platform cars.
Oct. 12.	Near Port Hope.....	A conductor. Killed—while leaning out of car struck his head against a telegraph post.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Montreal and Vermont Junction Railway.</i>		
1875.	St. Annald.....	S. Wickliff. Slightly injured by train.
<i>New Brunswick and Canada Railway.</i>		
1875.	Between Canlesbury and Bentou .....	James T. Thompson. Killed—being on track drunk.
<i>Northern Railway.</i>		
1875.	Nov. 16.. Thomasville.....	Ran over a man lying on track.
Dec. 8..	Craiggoole.....	Fell off train while in motion.
do 8..	do .....	Brakesman. Injured—coupling cars.
1876.	Feb. 22.. On line.....	Hand bruised.
do 23..	do .....	do
June 14..	Angus.....	Hand injured—coupling cars.
do 15..	Thornhill .....	Arm injured—fell off cars.
<i>Prince Edward Island Railway.</i>		
1876.	Jan. 29.. Summerside .....	Killed—jammed between cars.
<i>St. Lawrence and Ottawa Railway.</i>		
1875.	May 6.. Near Chaudière Junction.....	Thomas Press. Killed—caught between two cars.
do 31..	Near Kemptville.....	W. R. Anderson. Killed—threw himself on track in front of engine.
<i>Toronto, Grey and Bruce Railway.</i>		
1876.	Jan. 7.. Klunburg .....	John Grady, employé. Injured—fell between cars.
do 9..	Two miles south of Dundalk.	Joseph Sheppard. Leg injured.
<i>Whitby and Port Perry Railway.</i>		
1876.	March 3.. Manchester.....	A. Ross, J. J. Davis and W. White. All slightly injured—train thrown from the track—caused by wheel of engine truck breaking.
<i>Grand Trunk Railway.</i>		
1876.	Jan. 1.. Point St. Charles.....	F. Leveque, employé. Fell from cars—injured internally.
do 1..	W. Shannonville.....	O. McNish, employé. Fell from cars—slightly injured.
do 5..	Caledonia .....	P. Smuck, employé. Slipped off van—sprained ankle.
do 8..	Acton .....	J. B. Ouilette, employé. Coupling cars—arm injured.
do 10..	Belleville .....	P. Hill, employé. Semaphore ladder broke—back injured.
do 12..	Victoria Bridge .....	R. Wright, employé. Fell from cars—slightly hurt.
do 13..	Montreal .....	L. Lusier, employé. Ran over by horse and buggy and bruised.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway.—Con.</i>		
1876. Jan.	15. Three miles east Newtonville	Geo. Jackson, employé. Thrown off train—head and ankle injured.
do	17. Point St. Charles	J. Percival, employé. Coupling cars—hand crushed.
do	17. Richmond	A. Laroche do do —lost two fingers.
do	20. Smithfield	M. Jodken do Fell on flat car—sprained ankle.
do	24. Widder	Wm. Drone do Pile of wood fell on him—badly injured.
do	25. St. Paul's Siding	R. Bruce, employé. Coupling cars—finger broken.
do	25. Caledonia	F. Schertzberg do Uncoupling cars—injured slightly.
do	27. Scarboro' Junction	E. Skinner do Struck by semaphore lever—shoulder hurt.
do	27. Belleville Yard	W. Kilgannon, employé. Coupling cars—two fingers smashed.
do	27. Carlton	J. Blea do Struck by bridge—head bruised.
do	31. Baden	J. Jacobs do Struck by engine—killed.
do	24. Blain	P. Bleiler, passenger. Getting off train in motion—hurt his side.
do	25. Stratford	J. Banks, employé. Slipped off ladder of car—injured internally.
Feb.	3. Point St. Charles	P. Kearns, employé. Crossing in front of snow scraper—badly hurt.
do	3. St. Hyacinthe	J. Bean, employé. Fell off train—slightly injured.
do	4. Caledonia	F. Scholtzberg, employé. Coupling cars—slightly hurt.
do	5. Weston Yard	J. Allan, trespasser. Deaf and dumb—walking on track—engine knocked him clear of train—badly bruised.
do	2. Tavistock	A. Hopkirk, employé. Climbing on train—hips squeezed.
do	5. Lynn	J. D. Clarke do Brake wheel came off—leg bruised.
do	6. Scarboro' Junction	R. Looney do Coupling—one finger crushed.
do	9. Duffin's Creek	B. Ettleson do Fell off car—breast badly injured.
do	10. Seaforth	J. Brownell, merchant. Thrown from buggy at crossing and badly injured.
do	10. St. Marys	H. Huntley, employé. Slipped off train—slightly bruised.
do	11. Stratford	J. F. Jones do Coupling cars—hand crushed.
do	12. Georgetown	W. D. Fry, driver. Car off track—slightly hurt.
do	14. St. Lambert	W. Cole, employé. Coupling cars—hand injured.
do	15. Pt. Union	J. Goodwin do do —slightly hurt.
do	16. Richmond	J. Dunnean do Struck by engine—slightly hurt.
do	16. Toronto	J. Allman do Coupling cars—hand injured.
do	19. Lachine Junction	— Duffy, trespasser. Struck by engine—slightly injured.
do	21. Belleville	J. Leclair, employé. Coupling cars—hand injured.
do	21. Scarboro' Junction	T. Gayton do do —leg and arm bruised.
do	22. Paris	G. Bennett do Foot caught in brake—foot injured.
do	23. Lachine Junction	V. Bissonette do Struck by box in car—slight scalp wound.
do	2. Whitby	G. Chambers, employé. Fell between cars—injured internally.
do	14. Newcastle	J. Armstrong do Slipped—ankle and foot injured.
do	17. Don Yard	Mrs. Higginson, trespasser. Found on track—hip injured.
do	28. Baden	J. Nelson, employé. Coupling—badly injured.
do	4. Belleville Yard	F. Leavitt do do —finger hurt.
do	24. Paris Bridge	J. Murphy do Fell between cars—ankle sprained.
do	21. Whitby	G. Sanderson do Coupling cars—finger hurt.
March	1. Montreal	N. Malboeuf, trespasser. Jumping off train—killed.
do	3. Sarnia Yard	W. Valentine do Run over—killed.
do	2. Paris	H. McPhee, employé. Fell off cars—hip injured.
do	4. West Saxony	A. Brouch do Coupling cars—arm injured.
do	4. Brockville	L. Synder do do —arm bruised.
do	8. Oshawa	P. Horaban, trespasser. Walking on track—badly injured.
do	15. Stratford	C. Smith do do —killed.
do	7. Bowmanville	D. Stewart, employé. Hand jambed in a fanning mill.
do	7. Kingston	E. Mopelier do Fell off train—leg broken.
do	7. Hamburg	W. Heigh do Slipped on coal car—sprained ankle.
do	11. Richmond	E. Houge do Coupling cars—arm broken.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway—Con.</i>		
1876.		
March 13.	Whitby.....	T. Blatchford, employé. Uncoupling cars—arm crushed.
do	17. London Yard.....	W. Porter do Slipped on ice—leg broken.
do	21. Guelph.....	J. Flahiff do Coupling cars—finger crushed.
do	21. Lansdowne.....	J. Amos, employé. Working on track—concussion of brain, &c.
do	21. Stratford.....	J. Brady do Coupling cars—hand injured.
do	22. Port Union.....	C. Grills do Uncoupling cars—knee squeezed.
do	22. Port Hope.....	W. McKay do Coupling—arm bruised.
do	27. German Mills.....	F. Thompson do Fell off cars—hip bruised.
do	25. Belleville.....	J. O'Reilly do Slipped on ice—badly bruised.
do	25. Brockville.....	P. Governey do Coupling cars—head bruised.
do	25. Port Hope.....	W. Goulder do Coupling—two fingers crushed.
do	29. Point St. Charles.....	M. O'Gara do Caught foot in switch rail—foot hurt.
do	9. Port Union.....	G. Porter do Coupling—hand hurt.
do	18. Shakespeare.....	G. Murchison do Fell on top of cars—Back hurt.
April 4.	Montreal.....	J. Cahill do Knocked senseless by engine hitting gate.
do	5. Danby.....	A. Hally do Coupling cars—head smashed—killed.
do	10. Toronto.....	J. Bracken do Uncoupling cars—head badly bruised.
do	12. Lachine Junction.....	T. Connors do Working on track—leg broken.
do	15. Toronto.....	C. Gormally do Coupling cars—finger smashed.
do	19. Vaudreuil.....	W. Foley do Coupling—wrist bruised.
do	20. Montreal.....	D. McKay do Uncoupling cars—killed.
do	20. St. Johns.....	A. Anderson do Coupling—arm bruised.
do	26. Weston.....	M. Lavelle do Loading ties—hand bruised.
do	26. Point St. Charles.....	W. Mitchell do Coupling cars—hand damaged.
do	26. Guelph.....	E. McCormack, employé. Coupling—shoulder bruised.
May 5.	Toronto.....	J. Pegg. Attempting to cross in front of train—killed.
do	4. Guelph.....	Chas. Rudd, farmer. Struck by engine—back injured.
do	12. Trenton.....	P. Coleman, trespasser. Attempting to get on train—leg jammed.
do	12. Edwardsburg.....	G. Arnold, employé. Brake wheel broke—badly bruised.
do	19. Whitby.....	E. Nuthall do Coupling—arm injured.
do	14. Park Hill.....	A. G. Shaw, commercial traveller. Drunk—run over—leg cut off and shoulder blade broken.
do	15. Port Hope.....	W. Wood, employé. Fell—leg slightly injured.
do	19. Camlachie.....	Hy. Mires, do Fell off train—hand crushed.
do	20. East Brampton.....	Unknown. Walking on track—run over and killed.
do	21. Colborne.....	G. Mercial, trespasser. Walking on track—killed.
do	22. Berlin.....	Jas. Butler, employé. Uncoupling cars—killed.
do	21. Point St. Charles.....	Jno. Poler do Coupling—wrist bruised.
do	24. Napoleon Road, near Point St. Charles.....	J. Merrard (child), E. Raymond, Dom. Robideau, F. Parr, M. Parr (child), J. B. Legasse. Six persons in wagon crossing line were struck by pilot engine. J. Merrard (child), killed—E. Raymond, severely injured—the rest slightly injured.
do	24. Stratford.....	D. Pionan, employé. Coupling—chest slightly crushed.
do	25. Belleville.....	E. Woodcock, trespasser. Walking on track—killed.
do	17. do.....	R. Richards do Trying to get on train—arm broken
do	29. Lyn.....	Wm. Foster. Knocked off a bridge by his engine—leg hurt.
do	30. Petersburg.....	J. Twiwell, employé. Coupling cars—arm bruised.
June 1.	Dickinson's Landing.....	R. Janoe do Struck by train—jaw broken and lip split.
do	2. St. Johns.....	Ellen Auger (child). Crossing under cars—arms crushed.
do	5. Lacolle (1 mile south).....	M. Dewar, employé, and Mrs. Gordon, passenger. Broken rail—off track—slightly hurt.
do	6. St. Johns.....	P. Murphy, employé. Coupling—wrist bruised.
do	9. Lennoxville.....	R. Wiswell do do —arm jammed.
do	9. Two miles East of Don.....	B. Togarty (child). Struck by engine—since died.
do	7. Brampton.....	S. Crabb, employé. Coupling cars—finger crushed.
do	7. Arthabaska.....	G. Dion do Shunting cars—leg cut off.
do	7. Breslau.....	G. Young do Coupling cars—hand crushed.
do	7. Morrisburg.....	T. Dicks do do do bruised.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1876. <i>Grand Trunk Railway—Con.</i>		
June 7.	Brampton.....	J. Humphrey, employé. Fell between cars—killed.
do 15.	Paris.....	J. McCombe do Struck by bridge—head cut.
do 19.	Oshawa.....	Mary Wilkinson, trespasser. Knocked down and injured.
do 20.	Dickinson's Landing.....	D. Picard, employé. Unloading freight—tore his hand.
do 22.	Stratford.....	A. Parrell. Struck by engine—killed.
do 23.	Two miles East Granton.....	Wm. Willis, trespasser. Found dead on track—supposed to be struck by passing train.
do 23.	Half mile West Iroquois.....	Unknown, trespasser. Found dead on track—supposed to be struck by passing train.
do 23.	Lansdowne.....	Thos. Webb, trespasser. Walking on track—arm and side badly injured.
do 24.	Stratford.....	M. Huskin, employé. Fell off cars—hip and arm injured.
do 24.	Four miles East Forrest.....	F. Brabtbly do Coupling—hand smashed.
do 17.	Acton West.....	H. Miller, passenger. Fell into cattle guard—chin cut.
do 19.	London.....	Edwd. Atkinson, newsboy. Collision—received severe shock.
do 19.	do.....	W. Togg, employé. Collision—leg bruised.
do 20.	do.....	J. H. Brown, employé. Collision—hip-joint bruised.
do 24.	Toronto.....	J. Collins, do Coupling cars—thumb crushed.
do 20.	Belleville.....	H. Fleming, do Working in yard—sprained ankle.
do 21.	do.....	R. McConachie, do Fell into culvert—leg hurt.
do 28.	Oshawa.....	F. Higgins, do Uncoupling cars—thumb crushed.
do 29.	Georgetown.....	R. Davis, do Fell between cars—badly bruised.
do 28.	Sebringvale.....	J. Lynch, do do —foot crushed.
do 16.	Sarnia Yard.....	H. Thompson, do Coupling cars—slightly crushed.
do 16.	St. Dominique.....	J. Dawson, do do —arm crushed.
do 26.	Bowmanville.....	M. Devare, do do —thumb crushed.
July 3.	Toronto.....	T. Shea, passenger. Attempting to get on train—leg amputated.
do 1.	Cobourg.....	J. Harrington, employé. Coupling cars—chest bruised.
do 6.	1½ miles west of Lynn.....	A. Elliott, trespasser. Drunk—struck by engine and killed.
do 8.	Colborne.....	J. Johnson, employé. Unloading freight—hand crushed.
do 13.	Ratho, Collins Bay.....	G. M. Gunkler, killed; Jas. Flynn, killed; Miss Sparkham, badly injured. Attempting to drive across track in front of train.
do 8.	Duffin's Creek.....	W. McClure, employé. Caught between cars—bruised.
do 17.	Forrest.....	Jas. Cutler, Mrs. Mornington and Sophia Cutler. Attempting to cross in front of train—badly bruised.
do 19.	Lyster.....	P. Picard, employé. Coupling cars—three fingers smashed.
do 21.	2½ miles west of St. Marys.....	D. H. McRoberts and Mary McRoberts. Crossing line in carriage, horse backed against train, smashing carriage to pieces—both badly bruised.
do 22.	Little York.....	Mrs. Donnelly, trespasser. Struck by engine—killed.
do 24.	Edwardsburg.....	H. Jefferson, employé. Coupling cars—arm crushed.
do 20.	Sidney.....	W. McClure, do Sprained foot.
do 17.	Stratford.....	W. Walker, do do ankle.
do 25.	Canfield.....	P. Whittler, do Coupling cars—thumb broken.
do 27.	Acton East.....	E. Yell, do Fell between cars—knee injured.
do 29.	Brighton.....	J. Rocque, do Brake slipping off—arm broken.
do 21.	One mile from Gananoque.....	J. Elliott, do Putting on brakes—ankle sprained.
do 29.	Ailsa Craig.....	J. Mallery, do Piece of wood fell off engine—back hurt.
Aug. 5.	Paris.....	C. Smart, do Coupling—arm bruised.
do 7.	Vaudreuil.....	N. Biron, do Putting on brake—foot jammed.
do 8.	Upton.....	E. Erickson, trespasser. Attempting to get on train—foot crushed.
do 11.	Hamburg.....	J. Howe, employé. Fell off train—killed.
do 11.	Guelph.....	W. McLaren, employé. Coupling—leg broken.
do 11.	Four miles from Mallorytown.....	J. Gray and J. Hope, employés. Both men jumped off engine, which had run off the track—slightly injured and shaken.
do 8.	Aultsville.....	Thos. Hagar, employé. Hot cinder fell in his eye—eye injured.
do 19.	Victoria Bridge.....	J. Studd, employé. Fell off train—killed.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1876. <i>Grand Trunk Railway.—Con</i>		
Aug. 19.	Durham.....	Henry H. Hughes and Mrs. Hughes. Endeavouring to cross in a carriage in front of train—both killed.
do 14.	Belleville.....	James Curran, employé. Coupling—arm bruised.
do 19.	Point St. Charles.....	G. L. Chapman, do do —body squeezed.
do 19.	Paris.....	J. Macdonald, do Found on track, run over—killed.
do 25.	Port Colborne.....	J. Tunstead, do Fell off cars—killed.
do 17.	St. Thomas.....	Miss Boisseneau. Struck by collision—slightly hurt.
do 14.	Soixante.....	J. A. Horton, employé. Coupling cars—slightly hurt.
do 24.	Richmond.....	Mary Hudson. Struck a team on crossing—slightly hurt.
do 30.	Toronto.....	J. Thompson, employé. Uncoupling cars—several ribs broken.
do 31.	Berlin.....	A. Bishop, do Coupling cars—finger bruised.
do 28.	2½ miles west of Weston.....	J. McNabb, do Catching bell-cord—hand lacerated.
do 28.	Brampton.....	J. Forde, do Coupling cars—two fingers broken.
do 29.	Baden.....	H. Pettie, do do —leg sprained.
do 30.	Vaudreuil.....	A. Ratelle, do Head out of window—head cut.
do 31.	Scarboro'.....	W. Kelly, do Uncoupling cars—head bruised.
Sept. 5.	Acton East.....	E. Fontaine, (child.) Attempting to get on cars—killed.
do 10.	Two miles west of Trenton.....	T. Heintorp, employé. Fell off cars—killed.
do 11.	Brantford.....	B. S. Wilson, Customs Officer. Whilst assisting to shunt a car was crushed and killed.
do 3.	Toronto.....	J. Gillies, employé. Body squeezed—coupling cars.
do 7.	Beçançour.....	C. Judd do Leg scalded—on engine.
do 8.	Bonaventure.....	J. Campbell do Arm bruised—coupling.
do 11.	Stratford.....	J. McNabb do Chest bruised—coupling.
do 14.	Lacolle.....	J. Pallister, trespasser. Killed—walking track.
do 13.	Park Hill.....	R. H. Morden (child) trespasser. Run over and killed—supposed to have been hanging on to rear of van.
do 15.	Guelph.....	E. Denning, employé. Killed—foot caught in frog of rail.
do 6.	Montreal.....	Albina Jarasin (child). Badly bruised—attempting to cross track.
do 6.	do.....	Julie Jarasin (child.) Badly bruised—attempting to cross track.
do 11.	Newcastle.....	J. Chambers, employé. Foot bruised—caught between foot boards.
do 12.	Stratford.....	C. Rachberg, pedlar. Seriously hurt—struck by cars.
do 12.	Don.....	J. Chatterton, employé. Thumb bruised—unloading freight.
do 14.	Belleville.....	J. A. McNeil do Back injured—brake gave way.
do 18.	Port Hope.....	J. Hughes do Fell off top of car.
do 15.	Sherbrooke.....	Adelle Turcotte (child). Hurt internally—caught by wire hawser of ballast train extending over crossing.
do 15.	Drumbo.....	E. Callis, employé. Scalded—flue burst.
do 17.	Port Colborne.....	J. Waddington, employé. Knee hurt—fell into culvert.
do 22.	Toronto.....	M. Christie do Arm bruised—coupling cars.
do 26.	Guelph.....	J. Maroon do Elbow injured—coupling cars.
do 26.	Two miles west of Cobourg.....	P. Fox. Slightly hurt—driving across track in front of engine.
do 27.	Three and one-half miles west of Camlachie.....	J. Hamilton. Killed—struck by engine.
do 18.	Compton.....	R. Titus, employé. Hand jambed—coupling cars.
do 25.	Malton.....	J. Hull. Leg broke—fell into culvert.
do 7.	Doom.....	J. Coombe, employé. Leg broken—fell off engine.
do 27.	Edwardsburg.....	J. Laughran do Shoulder injured—brake wheel broke.
do 28.	Lachine Junction.....	M. Finn do Hand injured—coupling.
do 20.	Parkhill.....	W. Keane do Arm crushed—coupling cars.
do 28.	Acton.....	C. Lepine do Leg hurt—whilst unloading.
do 4.	Lyn.....	H. Brown do Kidneys hurt—brake slipping off.
Oct. 3.	Toronto.....	W. Stewart do Head cut—knocked down by engine.
do 12.	Goderich.....	J. Murray do Killed—shunting.
do 16.	One mile west of Craig.....	E. Bridges do Killed—fell off train.
do 17.	Point St. Charles.....	J. Beattie do Two fingers injured—uncoupling.
do 6.	Danby.....	F. Burmeyer do Squeezed—coupling.
do 13.	Bonaventure.....	J. Jackson do Killed—attempting to get on cars.
do 4.	Guelph.....	M. Judge do Finger bruised—coupling.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
1878. Grand Trunk Railway.—Con.		
Oct. 14.	Belleville .....	Thos. Martin, passenger. Head cut—fell off train.
do 16.	Between Lyn and Brockville.	J. Elliot, employé. Ankle sprained—fell on car.
do 19.	Brockville .....	J. McKay do Finger taken off—pulling pin.
do 19.	Carlton .....	J. Fairwell do Foot crushed, since dead—fell off brake board.
do 22.	Norval .....	J. Demma do Leg broken, since dead—fell off van.
do 23.	Brockville .....	Mr. and Mrs. Hall. Both injured—attempting to drive over crossing.
do 24.	Georgetown .....	J. Coad, employé. Broke his arm—jumped off train.
do 26.	Stratford .....	John Crofts, employé. Wrist broken—coupling.
do 25.	Brockville .....	H. Jefferson do One rib broken—coupling.
do 27.	St. Marys .....	G. Richardson do Bruised—caught between engine and car.
do 14.	Dickinson's Landing .....	W. Cryderman do Wrist sprained on platform.
Nov. 1.	Lucan .....	Robt. Bruce do Finger hurt—coupling cars.
do 1.	Baden .....	John Walsh do Arm bruised—coupling cars.
do 8.	Park Hill .....	A. Pierson do Left arm crushed—coupling cars.
do 9.	Victoria Bridge .....	L. Chorrard do Leg and arm bruised—fell between cars.
do 10.	Norton Mills .....	A. Bellows (child.) Bruised—struck by engine.
do 4.	Sidney .....	J. Maxam, employé. Leg injured—slipped off van.
do 8.	Stratford .....	J. Hume do Hand bruised—coupling cars.
do 10.	St. Marys .....	J. Scott do Bruised—coupling cars.
do 12.	New Haven .....	L. Wright do Foot injured—fell off cars.
do 13.	Duffin's Creek .....	W. Matthews do Arm bruised—coupling cars.
do 15.	Belleville .....	J. Coburn do Back injured—fell off van.
do 16.	Prescott Junction .....	Peter Knot do Foot crushed—caught in frog.
do 16.	Gananoque .....	Catherine McGovern. Killed—lying on track.
do 8.	Kingston .....	W. Barnett, employé. Fell and sprained his ankle.
do 17.	do .....	W. Williams do Arm crushed—coupling.
do 18.	Montreal .....	Joseph Jolie, trespasser. Killed—struck by engine.
Nov. 21.	St. Johns .....	R. Wilson. Arm cut off—struck by engine.
do 15.	Toronto .....	N. Hamilton, employé. Fell and sprained his knee.
do 20.	Richmond .....	M. Lemieux do Uncoupling—crushed—not serious.
do 20.	Brighton .....	J. Marp do Trying to get on engine—side injured.
do 21.	St. Leboire .....	E. Yell do Coupling—arm squeezed.
do 22.	Stratford .....	G. Gordon do Caught between cars—back hurt.
do 23.	Between Rideau and Ballan- tyne's .....	Unknown passenger. Fell off train—cut on the head.
do 23.	Napanee .....	W. Dowsley, employé. do —bruised about head and body.
do 24.	Toronto .....	Jas. Barton, employé. Foot caught in frog—foot injured.
do 27.	Point Claire .....	P. Deslormes, trespasser. Walking on track—deep cut in head.
do 30.	Duffin's Creek .....	J. Pringle, employé. Coupling cars—killed.
Dec. 28.	Clinton .....	D. Stevens do do —arm bruised.
do 2.	Two miles east of Rideau .....	Unknown. Lying across track—killed.
do 2.	Shakespeare .....	W. Nixon, employé. Fell off train—shoulder bruised.
do 4.	Four miles from Richmond .....	J. Boisvert do Stick of wood fell on foot—foot crushed.
do 4.	Caledonia .....	J. Allan do Uncoupling cars—finger bruised.
do 4.	Edwardsburg .....	H. Spence do Lever slipped and struck his head.
do 4.	Goderich .....	J. McCay do Coupling cars—arm hurt.
do 6.	St. Ann's .....	P. Cleary do Work at engine—hand crushed.
do 7.	Craigs .....	J. Noble do Coupling cars— do
do 7.	St. Lamberts .....	W. Atchinson do do —collar bone broken.
do 7.	Widder .....	H. Webb do do —hand bruised.
do 15.	Lachine Junction .....	O.L. Chapman do do —fingers smashed.
do 16.	St. Marys .....	W. Moreney do do —killed.
do 8.	Victoria Bridge .....	Jacob Cooke do Shunting—killed.
do 8.	Toronto .....	J. Daragon do Fell between cars—head cut.
do 8.	Seaforth .....	M. Egan do Fell against stove— do
do 11.	Stratford .....	D. McClennan do Coupling—arm bruised.
		J. Vernon do Crossing between cars—foot hurt.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1876.	<i>Grand Trunk Railway.—Con.</i>	
Dec. 12.	Camlachie.....	J. Gray, employé. Getting into his van—leg hurt.
do 14.	St. Lamberts.....	J. Dawson do Coupling—three fingers injured.
do 19.	Guelph.....	R. McLean do do —hand crushed.
do 22.	Cooks .....	W. Munro do Under engine—arm scalded.
do 23.	Fort Erie.....	C. Hoffman do Fell on track in a fit—arm cut off.
do 23.	Don .....	J. Thompson do Struck his ankle against rail.
do 26.	Danville.....	P. Polequinn. Driving across track—killed.
do 22.	Vaudreuil.....	C. Reynolds, employé. Fell from tank—head cut.
do 23.	Two miles east of Thorndale.	J. Doyle do Fell between cars—leg cut off.
do 26.	Morrisburg.....	R. Heffell, passenger (insane). Got off train and attempted to cross under another—killed.
do 21.	Kingsey.....	J. Dussault, employé. Coupling—thumb taken off.
do 29.	Shakespeare.....	J. Walker, passenger (insane). Jumped off steps of Pullman and ran across some fields.
do 19.	Brampton.....	J. Gibson, employé. Fell into cattle guard—back hurt.
do 12.	Acton .....	R. Duke do Fell off tender—back hurt.
	<i>Windsor and Annapolis Railway.</i>	
1876.		
May 25.	Windsor Station .....	John Hughes, employé. Jumped off cow-catcher of No. 2 train when in motion—injured.
	<i>Brockville and Ottawa Railway.</i>	
1876.		
Nov. 28.	Two miles north of Smith's Falls .....	— Nide, other. Killed—walking on track.
Dec. 12.	Carleton Place.....	John Brown, employé. Hand crushed—coupling.
	<i>Canada Southern Railway.</i>	
1876.		
Aug. 11.	Two miles west of Brigden ...	Peter Magill, other. Killed—lying on track intoxicated.
do 24.	Iowa.....	Name not given, other. Killed—stealing ride—car ran into him.
do 28.	Three miles east of Perry.....	C. Wrinkle and J. Patterson. Killed—crossing track in waggon.
Sept. 20.	Two and a half miles west of Tilsonburg .....	Wm. Hunt, employé. Killed—train ran off track.
Oct. 26.	Amherstburg .....	Wm. Stewart. Injured head and neck—died following day.
Nov. 27.	Tilbury Tank.....	L. W. Hapner, employé. Killed—run over by car.
	<i>Cobourg, Peterboro' and Mar-mora Railway.</i>	
1876.		
Sept. 27.	Spring Street, Cobourg.....	Mathew McDonald. Killed—attempted to jump on train while in motion.
	<i>Fredericton Railway.</i>	
1876.		
July 27.	Crossing near Salamanac.....	James Flanager. Killed—lying on track.
	<i>Intercolonial Railway.</i>	
1876.		
July 1.	Wentworth.....	John R. Smith, passenger. Killed—fell off train.
do 13.	Marmano Cutting.....	Louis Thibault, employé. Killed—struck while trying to get hand-car off track.



## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1876.	<i>Intercolonial Railway—Con.</i>	
July do	17. McKinnon's Block.....	A. Petteter, employé. Badly injured—fell from car.
do	20. Half mile north of Weldford..	Charles Mason, other. Killed—ran over.
do	24. Steven's Grade.....	Train thrown from track, caused by rail spreading—six box and one baggage car—nobody hurt.
do	29. Two miles north of Memramcook.....	Three coal, one flat, three cattle and five box cars ran of track—caused by running into hand-car.
Aug. do	7. One-half mile south of Coal Branch.....	Five cars ran off track—two of them fell over bank and were badly broken.
do	12. Not given.....	M. Taylor, employé. Injured—cut in the head.
do	13. Between Metapediac and Campbellton.....	Car 1040 caught fire by spark of engine—hole burnt in car and two barrels flour damaged.
do	14. Amgin.....	Ran into by engine. First, second, baggage, freight and coal car had draw-bars broken—two trucks of first-class off track.
do	17. Place not given.....	Wm. Hagerty and H. Drummond, employés. Crushed—coupling.
do	20. do.....	Name not given, employé. Injured—putting on brake of box car—bar of brake broke, causing him to fall.
do	21. do.....	Going into siding, engine mounted rails and went off track—no damage to engine—twenty yards of track broken.
do	25. do.....	Name not given. Fell off train. Ankle dislocated—bruised about the body.
Sept. do	1. do.....	Name not given, other. Run over by train—flesh wound on right leg, and bruised over right eye.
do	3. do.....	Going into sidings baggage car got two doors ripped off by deals piled too near track.
do	4. One-half mile south of Red Pine.....	John Goodwin, employé. Leg and heel crushed—taking box from car while in motion.
do	5. Forest Street.....	Coal car off track—caused by draw-bar of car ahead coming out and falling on track—no damage.
do	5. Place not given.....	Name not given, other. Seriously injured—standing on track, was knocked down by train.
do	6. Between Bathurst and Red Pine.....	Three light coal flats went off track—caused by draw-bar coming out and falling on track—cars considerably damaged, and track slightly injured.
do	15. Place not given.....	Name not given, employé. Killed—engine off track—caused by driver starting it in his sleep—engine and track slightly damaged.
do	19. do.....	Name not given, other. One wheel passed over his leg, mangleing it badly—attempting to get on car while in motion.
do	19. do.....	Name not given, other. Killed standing on track—struck by engine.
do	22. One mile south of Bic.....	Car 1138 caught fire by sparks of engine—not much damage done.
do	25. St. Flavie.....	Flat car 4913 off track—also draw-bar of car
do	29. Berry's Mills.....	One empty car and car of sand off track—caused by foul points—no damage.
do	29. Metapediac.....	Car 1038 caught fire by spark from engine—cause, engine fitted to burn coal was burning wood.
Oct. do	2. Palmer's Road.....	Wheel of flat car 4362 broke in half, throwing cars off track—truck of car badly damaged—track damaged four lengths of rail.
do	2. One mile south of Wellington.....	Two Grand Trunk cars went off track—cause not known—not much damage to cars or track.
		Lattasie, passenger. Head injured—struck by switch rope.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Intercolonial Railway.—Con.</i>		
1876.		
Oct. 3.	One-fourth mile north of Miramichi .....	John Kelly, employé. Leg so badly injured that amputation was required—he died shortly afterwards—engine struck beam of snow shed which fell on the deceased.
Oct. 3.	Place not given.....	Backed over a misplaced switch—no damage to cars—three rods of switch broken.
do 4.	Metapedia .....	Collided with up-special tender of engine—entered box car 1350, damaging freight badly—eight cars damaged. Cause—no danger signal exhibited.
do 9.	Between Coal Branch and Welford .....	Three hoppers and van ran off track. Cause—supposed to be spreading of track—no damage.
do 9.	Four miles south Petite Roche .....	Robert Barbour, other. Killed crossing track—ran over by train.
do 12.	Place not given.....	Engine and one pair trucks of car ran off track, caused by misplaced switch.
do 13.	do .....	One pair of wheels of car 4727. Cause—siding in bad order.
do 21.	Curve west of Bloomfield .....	Mrs. Lynch, other. Leg ran over, sitting on track.
do 25.	Assametquagham.....	Running into station, struck Fontaine's special, which was projecting out of siding—threw two cars off the track, breaking side of one car and pump of engine No. 92. Cause—no signal out.
do 26.	Causcapscal .....	While taking water, engine No. 20, with six cars, ran into train 27, damaging van and five cars.
do 27.	do .....	Driver started before points were open, and engine went off—No damage.
do 28.	do .....	Broke draw-bar of hopper, and two hoppers ran off track. Engine pump.
do 30.	do .....	One light hopper left track. Cause not known—no damage.
do 30.	Sussex.....	Miss Hall, passenger. Head struck and ear cut. Attempted to get on car while in motion.
Nov. 14.	Place not given.....	Draw-bar came out of car—threw box car off the track—slightly damaged truck.
do 15.	do .....	Passing over frog, one car left track and broke in centre. Cause unknown.
do 15.	do .....	Ran into and smashed a hand-car—no one hurt—no other damage.
do 16.	Two miles south Bartibogue .....	Train broke in two—hind part ran into forward part, damaging four cars.
do 17.	Place not given.....	Ran into hind car. Cause—no brake on car.
do 20.	do .....	When backing to couple on cars, brakeman missed coupling and they were knocked against freight house doors, breaking doors all to pieces.
do 20.	New Glasgow.....	James Rose, employé. Injured about the hips, coupling engine to train.
do 24.	Shubenacadie.....	Five cars left the track—one truck damaged. Cause not known.
do 25.	Jacquet River.....	Ran into car of coal standing on track—engine thrown off track—car damaged considerably. Cause—signal placed so as driver could not see it in time.
do 28.	Richmond Yard .....	One Pullman, one first and half of second-class car left track. Cause—switch not cocked.
do 30.	Place not given.....	Name not given, passenger. Injured—wheel of tender passed over two of his fingers.
Dec. 5.	do .....	Snow plough left the track—plough only slightly damaged.
do 7.	do .....	Engine left the track through trackman Johnston shifting points—no damage to engine or cars.
do 9.	St. Flavie.....	E. Rioux, employé. Badly injured—caught between box car in uncoupling.
do 20.	Quarter mile north of Causcapscal.....	Guy connected with top of snow shed caught in top of cars, pulling several bents down—brakeman slightly injured—passengers not hurt.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Intercolonial Railway—Con.</i>		
1876. Dec. 21.	Four Mile House .....	Engine, three box, one cattle, and second-class cars thrown from track—broken switch rail—all trucks slightly damaged—one ox killed.
do	23. One mile north of Wellington	(One car off track—cause rotten wheel.
do	26. Bartibogue.....	Standing at station when No. 25 train ran into engine, breaking both engines and damaging cars.
do	25. Two miles north of Spring Hill .....	Thomas Macnamara, other. Found dead on line.
do	26. Fletcher's Crossing .....	Ran into sled load of hay which was stuck on the crossing—no damage to train or track.
do	29. Four miles north of Red Pine	Wheel of car 4,375 broke, causing truck to leave track—breaking one truck badly and injuring the other.
<i>Kingston and Pembroke Railway.</i>		
1876. Dec. 5.	Kingston .....	François Dumaine, passenger. Broke his arm—fell between cars when train was in motion.
<i>Midland Railway of Canada.</i>		
1876. Sept. 20.	Uthhoff .....	A little boy, other. Standing on road crossing was struck by a platform car—badly hurt.
Dec. 23.	Three-quarters of a mile north of Bethany.....	W. Edwards, W. Canwright, W. Harwich, M. Carton, W. Phillip, D. Kennedy, R. Bounday, A. Dawdney, and T. Rowden, employés. Nine empty flat cars and conductor's van ran off track on account of a broken rail—no fatal injuries.
<i>Northern Railway.</i>		
1876. July 25.	Kempenfeldt .....	Jas. Allen, other. Killed—found dead on track.
Aug. 2.	Coughford .....	J. Hyland, employé. Killed—knocked down by engine.
do 15.	Bromley.....	J. Smart do do —fell off train.
<i>Port Dover and Lake Huron Railway.</i>		
1876. Aug. 10.	Nooditells .....	Hugh Dodds, employé. Hand injured—coupling.
Nov. 4.	do .....	John Crawford do Leg do do
<i>Prince Edward Island Railway.</i>		
1876. Sept. 15.	Summerside Yard.....	A. McMillan, employé. Badly bruised—driver of engine No. 16 started his engine, not knowing McMillan was underneath.
Nov. 9.	O'Leary.....	A. Beaton, passenger. Severely injured—jumped off train.
<i>Welland Railway of Canada.</i>		
1876. July 26.	Allanburgh.....	Several cows standing on track—one cow killed.
Oct. 22.	Near Port Dalhousie.....	Two pigs killed.
<i>Whitby and Port Perry Extension Railway.</i>		
1876. Aug. 16.	Port Perry.....	J. W. Gusts, employé. Hurt—coupling cars.
do 17.	do .....	J. Bennett do Fingers injured—coupling.
Nov. 11.	do .....	F. Brooks, other. Killed—attempting to couple engine to train.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Canada Southern Railway.</i>		
1877.		
Feb. 13.	St. Thomas Yard.....	Geo. Crockett, employé. Leg run over—taken off below the knee.
March 19.	Canfield .....	James Carey do Killed—coupling cars.
April 23.	Attercliffe and Perry .....	John McAdam do do —fell between cars.
June 3.	Amherstburg Yard.....	J. B. Brook do Right hand crushed—coupling.
do 7.	Victoria Yard.....	M. Comstock do Arm crushed—coupling cars.
do 8.	Four miles west of Victoria...	Name unknown. Killed—found dead at side of track.
do 13.	Iowa.....	John Philpot, employé. Head injured—jumped off train.
<i>Chatham Branch Railway.</i>		
1877.	Chatham.....	Engine tender and one box car thrown from track, breaking one cylinder also draw-bar of car—cause broken rail.
<i>European and North American Railway.</i>		
1877.		
April 23.	Between McAdam St. Croix..	Jas. K. Ward, employé. Injured about the head. — Baker, passenger. Thigh broken. — Gilis, passenger. Col- lar bone broken.
<i>Great Western Railway and Branches.</i>		
1877.		
Jan. 10.	St. Thomas.....	J. Viscar, employé. Hand bruised—uncoupling.
do 16.	Hamilton .....	J. Daly do do —coupling cars.
do 23.	Cayuga.....	A. Searles do Killed—fell from train and ran over.
do 24.	Clifton.....	C. Bull do do —foot caught and ran over.
do 24.	Wingham.....	G. Secord do Hand injured—coupling cars.
do 30.	Sarnia.....	J. Morrison do do do
do 30.	Toronto.....	U. Gallinger do Three fingers crushed—coupling.
do 30.	Port Robinson.....	B. Johnson do Leg broken—train collided.
Feb. 7.	Toronto.....	J. Kennedy do G.T.R. Killed—ran over by cars.
do 7.	Walkerton.....	J. Beck do Hand injured—coupling cars.
do 8.	Harrisburg.....	J. Graham do Leg cut and head bruised—fell under wheels.
do 15.	Hamilton .....	W. Spokes do Badly squeezed—passing between cars.
do 23.	Middlemiss.....	A. McArthur, other. Badly bruised—struck by engine.
March 6.	London.....	W. Taylor do Killed—fell from train in motion.
do 9.	Hamilton .....	J. Walker, employé. Finger crushed—coupling.
do 19.	Brantford.....	J. Cahill do Hand badly bruised—loading ties.
do 20.	St. David .....	Ann Reilly, other. Killed—struck by passenger train.
do 26.	Dumfries.....	J. Brent, employé. Knee badly injured—train colliding.
April 12.	Glencoe.....	A. Thompson, other. Killed—lying on track intoxicated.
do 13.	Bracefield .....	C. Hatch, employé. do —fell from car and ran over.
do 13.	Lucknow .....	E. McNamara do Face and hands burnt—oil tank exploded.
do 17.	Palmerston .....	J. Adams, employé. Leg broken—fell from car.
do 17.	Clifton.....	A. Macgregor, passenger. Bruised running after train—fell through bridge.
do 25.	Delhi .....	R. Booth, other. Badly bruised—wagon struck by train.
May 7.	Clifton.....	J. H. Grant, employé. Toes crushed—attempting to get on engine in motion.
do 20.	Thomasville .....	Mr. Willis, other. Foot cut off—lying on track intoxicated.
do 26.	Hyde Park.....	Mr. Prince do Badly bruised—do
do 26.	Governor's Road.....	F. Begley, child of employé. Foot cut off—walking on track.
do 30.	Glencoe.....	Name, unknown, other. Killed—ran over by train.
do 30.	Dorchester.....	A. Oakley, employé. Knee badly injured—pulling out ties.
do 30.	London.....	G. Marks do Leg bruised—wood falling.
June 5.	Hamilton.....	T. Nugent do Hand badly crushed—caught by snow plough.
do 7.	St. Clair.....	E. Casabon, other. Killed—ran over by train.
do 19.	Harrisburg .....	G. Bell, employé. Feet injured—fell from scaffold.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Great Western Railway and Branches—Con.</i>		
1877.		
June 21..	Burlington.....	G. Currais, employé. Foot injured—unloading cars.
do 23.	Glenco .....	M. McRae, other. Killed—lying on track.
do 23.	Walkerton .....	W McMillan, employé. Three fingers crushed—coupling.
<i>Intercolonial Railway.</i>		
1877.		
Jan. 5..	O'Brian's Siding .....	Mr. O'Brian's horse and sleigh in crossing track without driver was ran into and horse killed.
do 6..	Two miles south of Ste. Flavie	Tyre on forward truck of Engine No. 26 broke, damaging both engines and tenders and four flat cars.
do 10..	Two miles south of Miramichi .....	Horse with sled load of hay ran against second car from engine and was killed.
do 12..	Humphrey's Mill.....	Axle on upper car No. 6,390 broke, causing hopper to leave track. Train while in this position was run into by No. 21, damaging 1st class car and six hoppers.
do 15..	One mile east of Hoperville..	Snow plough which had broken away from preceding train ran down grade and struck engine, carrying away pilot, bending axle of forward, and damaging cylinders.
do 18..	Bloomfield ....	Fifteen cars left track, caused by broken axle. Cars disabled. No damage to freight.
do 19..	One mile south of Maccan Station.....	Axle broke, throwing five hoppers and two flat cars of coal over bank, spilling coal and damaging cars.
do 25..	Five miles south of Dorchester Station.....	Unable to get along on account of bad rail, and was ran into by No. 12 train in charge of Conductor E. C. Davison; smashing van and breaking draw bars of two box cars on No. 22, and disabling engine No. 60 on No. 21 train.
do 26..	Moncton Yard.....	Albert Maxwell, employé. Killed—coupling 1st and 2nd class cars together was caught between the platform.
Feb. 1..	Brookfield.....	An Indian, deaf and dumb. Walking on track, was knocked down by engine—stunned for a short time—no injuries.
do 2..	Four miles north of Belle-dune.....	Rail spread letting four hoppers off track, also van, bending axle of one hopper and spilling coal.
do 9..	Cold Brook.....	Engine left track at spring rail which is used instead of frog—no damage.
do 12..	Miramichi .....	When running twelve hoppers on trestle, pin broke, letting four hoppers over trestle and breaking three of them badly.
do 17..	Moncton.....	When crossing into Moncton yard ran into engine of special train which was being made up—pilots of both engines broken.
March 7..	Cold Brook.....	When shunting coal cars on trestles, coupling broke and two cars ran through end of coal shed.
do 7..	Aulac Crossing.....	Ran into shed of removals—struck on crossing—head-light of engine broken.
do 13..	Welford .....	James Kingan, passenger. Killed—engine struck a man lying across the track 200 yards south of tank.
do 14..	Four miles south of Bartibogue.....	John McDonald, employé. Head injured—fell from top of Pullman Car.
do 15..	Wentworth.....	Ran into engine of No. 22 which was standing in station—pilots of engines Nos. 9 and 77 broken.
do 18..	Three miles south of Folly Lake.....	Snow plough left the track and struck the posts of snow shed—knocked down twelve of them—pilot of engine No. 27 broken off.
do 23..	Three miles south of Bic.....	Cars broke away and afterwards collided with remainder of train—five cars damaged.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Intercolonial Railway—Con.</i>		
1877.		
March 30..	One mile east of Memramcook	Six hoppers left track, five disabled—cause not known.
April 2..	Two and a half miles north of Spring Hill.....	Flange of hopper broke causing train to leave the track—twelve hoppers slightly damaged.
do 10..	St. Arsene.....	Oil laden in Grand Trunk car, No. 2146, caught fire by spark of engine—15 barrels oil burnt—only slightly damaged.
do 10..	Memramcook.....	Rail spread letting engine and twelve cars off the track.
do 12..	Metapedia.....	Four Intercolonial Railway cars left the track—cause not known—quantity of freight damaged, oil on Intercolonial Railway flat car caught fire and all consumed.
do 10..	One-half mile east of Gleggarry.....	Draw-bar pulled out of flat car, falling on track and putting four hoppers off—hoppers damaged.
do 12..	One mile north of Memramcook.....	Rail spread letting engine and second class car off track.
do 13..	Palmer's Point.....	Unloading sleepers one was thrown across the track causing two cars to leave the rail, spreading the rail and slightly damaging cars.
April 20..	Greenville.....	When backing into siding, tender of engine ran off track, and was disabled.
June 6..	1½ miles south of Truro.....	Gellbert Henry, other. Killed—found on track.
do 7..	Milford.....	Shunting two cars of stone into siding—brake would not act—cars damaged platform and fence of cattle-yard.
do 18..	Pictou Landing.....	A. Gelbert, employé. Back injured—shunting cars.
do 20..	Calhoun's Siding.....	G. W. Smith, do Badly bruised—going over coal-hoppers he fell.
do 23..	St. John.....	Owing to misplaced switch, ran into some passenger cars on siding—1st class, 2nd class and baggage cars and engine damaged.
do 23..	do.....	J. H. Moore. Head cut—jumped from engine.
do 25..	Enfield.....	Ran into rear of No. 14 train—Conductor Miller—breaking head-light and pilot of engine No. 88, and box-car in rear of No. 14 train.
do 27..	Londonderry.....	Car No. 1,284 left the rail, and was badly broken—cause, broken wheel.
do 28..	Sodam Bridge.....	James Pearson, other. Leg injured—attempting to get on cars in motion.
do 30..	Folly Lake.....	Miss McKay, other. Foot smashed—ran over.
<i>New Brunswick and Canada Railway.</i>		
1877.		
April 26..	One mile north of Canterbury	Alex. Hazelett, other. One arm badly injured—ran over.
June 28..	St. Stephen.....	Walter Stewart, employé. Fell between cars—legs hurt.
April 2..	Two miles north of Mellullt...	Arthur McLaughlin, employé. Both legs broken—uncoupling cars.
June 1..	Woodstock Junction.....	J. Lindsay, employé. Broke one leg—fell from box-car.
<i>Prince Edward Island Railway.</i>		
1877.		
Feb. 28..	County line.....	W. A. Archibald, employé. Killed—he was looking out of flanger car—the door of said car was caught by a snow-bank, and closed against his head.
March 5..	¼ mile east of Harmony.....	Mrs. McDonald, passenger. Collar-bone broken—car off track.
<i>Port Dover and Lake Huron Railway.</i>		
1877.		
May 25..	Port Dover.....	A. Hill, employé. Collar-bone broken—coupling.

STATEMENT of Accidents on the Railways of Canada, &c.—Continued.

Date.	Place.	Nature of Accident.
<i>Toronto, Grey and Bruce Railway.</i>		
1877. Jan. 23.	Woodbridge .....	A. Heslem, employé. Arm broken—shunting.
Feb. 24.	Melville Bridge .....	D. McDougal. Killed—found dead.
April 28.	Between Page and Harriston Stations .....	John White, other. Picked up dead when train stopped.
<i>Toronto and Nipissing Railway.</i>		
1877. April 5.	½ mile south of Cannington...	H. Walter Wilson, other. Broken ribs and bruised—placed himself on track.
do 9.	Cannington .....	John Dake, employé. Sprained his ankle—running along top of cars.
<i>Welland Railway.</i>		
1877. May	Between Port Robinson and Welland..	Cow killed.
June 4.	Between Port Dalhousie and St. Catharines .....	Calf killed.
<i>Grand Trunk Railway.</i>		
1877. Jan. 3.	Guelph .....	A. Walker, pedlar. Attempting to drive over crossing—leg broken.
do 4.	Frenchman's Bay .....	H. Wilkinson, employé. Engine broke—ankle hurt.
do 5.	Toronto .....	J. Rothwell, employé Struck against car—injured his head.
do 2.	Black River .....	A. Devine, employé. Struck by bridge—head hurt.
do 4.	Four miles west of Kingston.	V. J. Elliott, employé. Fell off train—severely bruised.
do 5.	Scarboro' Junction .....	D. Oliver, employé. Fell off car—body bruised.
do 6.	Berlin .....	M. Judge, employé. Coupling cars—hand crushed.
do 9.	Don .....	W. J. Rattan, employé. Coupling cars—hand crushed.
do	Craig's .....	J. Withrom, employé. Coupling cars—finger broken.
Jan. 4.	St. Johns .....	L. O. Gervais, employé. Coupling cars—badly squeezed.
do 13.	Paris .....	W. Atkinson, employé. Coupling cars—finger crushed.
do	Galt .....	F. Thompson, employé. Coupling cars—finger crushed.
do	Bowmanville .....	J. Meldrum, employé. Coupling cars—finger crushed.
do	do .....	C. Bostridge, employé. Fell on stove—hand burnt.
Jan. 18.	Tavistock .....	W. Purrat employé. Fell between cars—back hurt.
do 19.	Sherbrooke .....	A. Harris, passenger. Found in cars burnt to death.
do 20.	Brampton .....	Mary Nastrausen, child. Trying to pass between cars—killed.
do 16.	Weston .....	D. Blea, employé. Foot slipped—leg injured.
do 22.	Troquois .....	M. Empey, employé. Tail rope broke—arm injured.
do 19.	Port Union .....	A. Vase, employé. Struck by engine—killed.
do 24.	Toronto .....	J. O'Grady, employé. Caught foot in rail—leg hurt.
do 25.	Sidney .....	J. Archer, employé. Fell off ladder—wrist sprained.
do 31.	Bowmanville .....	N. Colborne, employé. Putting on brake—heel crushed.
do 31.	Carronbrook .....	J. E. Fraser, employé. Coupling cars—killed.
do 31.	Guelph .....	J. Barlow, employé. Coupling cars—arm crushed.
do 13.	St. Anne .....	J. Roberge, employé. Fell off cars—foot injured.
do 31.	Branford .....	J. O'Rourke, employé. Coupling cars—arm crushed, two fingers cut off.
do	Belleville .....	J. P. Hill, employé. Coupling cars—thumb crushed.
Feb. 4.	Toronto .....	F. Dillon, child. Attempting to get on train—killed.
do 5.	do .....	J. Kennedy, employé. Walking on track—killed.
do 1.	Acton and Georgetown .....	George Scott, employé. Applying brake—internally injured.
do 4.	Weston .....	J. Simpson. Walking on track—face and head cut.
do 5.	Victoria Bridge .....	A. Lymburner, employé. Struck by bridge—head bruised.
do 6.	Point St. Charles .....	J. Roleau, employé. Uncoupling cars—injured internally.
do 7.	Belleville .....	A. Stayner, employé. Fell on his face—face cut.
do 8.	Point St. Charles .....	L. Leveque, employé. Coupling cars—hand injured.
do 12.	St. Dominique .....	W. Leroux, employé. Struck by engine—badly bruised.
do 16.	Duffin's Creek .....	W. Reynolds, employé. Fell between cars—killed.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
1876. <i>Grand Trunk Railway.—Con</i>		
Feb. 4.	Masborough.....	J. Nolly, employé. Collision—face cut.
do 8.	Stratford.....	M. Keily, employé. Coupling cars—two fingers cut off.
do 10.	Weston.....	P. Gaffney, employé. Shaking engine grate—finger broken.
do 15.	Prescott Junction.....	George Clark, employé. Fell off semaphore—badly bruised.
do 20.	St. Ann's.....	J. Steele, employé. Collision—head cut.
do 21.	St. Hubert.....	F. Bernard, trespasser. Struck on track—cut about head.
do 22.	Vaudreuil.....	E. Upton, employé. Gauge glass burst—scalded.
do 22.	Point St. Charles.....	E. Yell, employé. Coupling—hand crushed.
do 23.	Trenton.....	R. Roblin, (child.) Attempting to get on cars—killed.
do 23.	Park Hill.....	J. Withrow, employé. Coupling—badly injured.
do 26.	Newcastle.....	R. Clarke, employé. Coupling—finger bruised.
do 26.	Scarboro'.....	Jas. Angus, child. Attempting to get on cars—killed.
do 5.	Rockwood.....	H. Morrison, employé. Jumping off van—injured internally.
do 26.	Victoria Bridge.....	B. Caron, employé. Applying brakes—side bruised.
do 27.	Cobourg.....	J. Minnas, employé. Sprained ankle.
do 28.	Lancaster.....	J. Miller, employé. Coupling cars—head hurt.
do 19.	Forest.....	J. Hayhow, employé. Getting on engine—two ribs fractured.
do 21.	Whitby.....	Alfred Ramus, employé. Coupling—finger bruised.
Mar. 1.	Limehouse.....	P. Dillon, trespasser. Found on track dead.
do 5.	St. Madeline.....	N. Nage, do do do
do 2.	do.....	Unknown female. do do do
do 3.	Point Lewis.....	Hubbard, passenger. Leaving cars in motion—toe crushed.
do 7.	Port Union.....	J. Kennedy, employé. Fell off tender—face cut and back hurt.
do 5.	Kingston Yard.....	G. Collier, employé. Coupling—hand bruised.
do 7.	Point St. Charles.....	J. Clarke, employé. Coupling—thumb broken.
do 7.	Rockwood.....	G. H. Pettie, employé. Applying brake—cap of knee displaced.
do 8.	Upton.....	M. Cousineau. Walking on track—leg and shoulder bruised.
do 9.	Scarboro' Junction.....	Thos. Travis, employé. Fell into cattle guard—face cut and back hurt.
March 13.	Camlachie.....	A. Dennis, employé. Stick of wood fell on him—hand cut.
do 19.	St. Johns.....	W. Atcheson do Fell off van—head cut.
do 1.	Blue Bonnets.....	W. Meehan, trespasser. Lying on track—killed.
do 11.	Belleville.....	J. Jones, employé. Sprained leg and ankle.
do 15.	Paris.....	P. Smuck do Fell off cars—leg injured.
do 20.	Durham.....	J. Hayden do Coupling cars—two fingers injured.
do 23.	Port Hope.....	J. Cavanagh do do—killed.
do 24.	Belleville.....	J. D'Arcy (child.) Jumped off train—killed.
do 24.	Belleville.....	Unknown. Found on track dead.
do 23.	Tyendinaga.....	W. Bellamy, employé. Switch ladder broke—leg bruised.
do 27.	Toronto.....	R. Looney do Shunting—face cut and leg hurt.
do 23.	Richmond.....	J. B. Robideau do Walking on track—killed.
do 25.	Stratford.....	G. James do Coupling cars—collar bone broken.
do 28.	Camlachie.....	J. Despland do Unloading—hand crushed.
do 13.	Brampton.....	G. Thrall do Coupling do do
April 3.	Napance.....	J. Higgins do do do
do 9.	do.....	R. Delainey, trespasser. Run over—killed.
do 9.	Don.....	W. Doyle, employé. Coupling—chest injured.
do 10.	Blackwell.....	W. Kingberry, employé. Fell off car—shaken and bruised.
do 10.	do.....	Unknown, trespasser. Standing on track—killed.
do 11.	Toronto.....	W. Champney, employé. Fell on track—leg bruised.
do 14.	Sarnia.....	J. Gray do Fell off train—killed.
do 18.	do.....	J. Yates do Putting wood on—fingers jambed.
do 13.	Sherbrooke.....	L. Morenny do Letting off brake—arm injured.
do 21.	Brompton Falls.....	J. O'Malley do Standing on track—arm broken.
do 23.	Point St. Charles.....	C. Marin do do—collar bone broken
do 23.	Canghna waga.....	P. Champagne, trespasser. Lying on track—one foot crushed.
do 27.	Coaticooke.....	H. Bonner, laborer. Thrown down—hand crushed.
do 26.	Shakespeare.....	Mrs. G. Germain, passenger. While burning a small alcohol lamp, lamp exploded—face badly burnt.
do 26.	do.....	Mrs. A. Grant, passenger. While burning a small alcohol lamp, lamp exploded—face slightly burnt.



## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Grand Trunk Railway.—Con.</i>		
1876.		
April 26.	Whitby .....	D. Marshall, employé. Reversing engine—side injured.
do 28.	Kingston .....	P. Robert do Coupling cars—hand injured.
do 20.	Masborough .....	J. Wilson do Letting off brake—slightly hurt.
do 24.	Port Hope .....	C. O'Neil do Putting on brake—foot bruised.
do 26.	Newcastle .....	W. Leach do Unloading freight—foot bruised.
do 30.	Lachine Junction .....	J. Cronin do Walking on track—slightly hurt.
do 16.	Rockwood .....	J. Eadis do While stepping from car—sprained ankle.
May 3.	Prescott Junction .....	N. Mattice, trespasser. Walking on track—killed.
do 4.	Ailsa Craig .....	O. T. Osborne, employé. Coupling cars—killed.
do 10.	Brockville .....	Mrs. Johnston, passenger. Walking on track—killed.
do 10.	Guelph .....	J. Scroggie, trespasser. do do
do 2.	Richmond .....	G. Barry, employé. Coupling—one finger broken.
do 2.	Napanee .....	J. Percival do Unloading—hip sprained.
do 9.	Acton .....	N. Davis do Fell through bridge—leg bruised.
do 12.	Bowmanville .....	W. Johnson do Fell against tank house—head cut.
do 12.	Lucan .....	M. Tyan do Loading tender—hand injured.
do 12.	Belleville .....	C. Goldsmith do Coupling car—hand injured.
do 15.	Cobourg .....	T. J. Shaw (child.) Sitting on track—killed.
do 18.	St. Hyacinthe .....	N. L. Thomas, trespasser. Getting off cars—killed.
do 19.	Point Lévis .....	O. Ruais do Fell through wharf—drowned.
do 24.	Camlachie .....	P. Crouch, employé. Attempting to get on engine—badly crushed.
do 26.	Brighton .....	D. White, employé. Fell off cars—face, arm and leg cut.
do 30.	Port Union Grade .....	J. Coburn do do do
do 17.	Gratton .....	W. McKenny do do —back and hand hurt.
do 29.	Guelph .....	E. Biscoby do Coupling cars—hand crushed.
do 11.	Danville .....	G. W. Sawyer, driver. Collision—bruised.
do 11.	do .....	F. Farque, employé. do —slightly injured.
June 4.	St. Marys .....	G. Reynolds do Getting on engine—one rib broken.
do 5.	Carronbrook .....	J. Lauder do Coupling cars—arm crushed.
do 10.	Blue Bonnets .....	—Amos, laborer. Walking on track—cut about body.
do 5.	Guelph .....	M. Huskin, employé. Unloading—hand cut.
do 11.	Georgetown .....	A. Reid do Caught between engine—foot crushed
do 18.	Chaudière .....	W. Begin do Coupling—arm jambed.
do 29.	Four miles west of Cornwall .....	W. Percival do Fell in front of plough—killed.
do 30.	Brompton .....	J. Fortier, passenger. Jumped from train—killed.
do 25.	Camlachie .....	J. Joy, employé. Coupling train—killed.
do 25.	One and one-half miles west of Blackwell .....	A. Bruce do Struck his head—head cut.
do 27.	Summerstown .....	C. S. Knauf, passenger. Jumped off train—slightly hurt.
do 28.	Raden .....	J. Scott Unloading—side hurt.
do 30.	Stratford .....	J. Vipham. On track—killed.
<i>Hamilton and North Western Railway.</i>		
1877.		
Aug. 25.	Mile south of Georgetown....	Wm. Munn. Walking on track—killed.
do 30.	Caledonia .....	F. Tomlinson. Killed—fell from car.
Oct. 25.	Hamilton .....	W. Higginbotham. Killed—coupling cars.
Nov. 6.	Hagersville .....	W. Smart. Hand crushed—coupling cars.
<i>Canada Southern Railway.</i>		
1877.		
July 12.	Between Ft. Erie and Victoria	W. Burse. Walking on track—2 toes cut off and head injured.
Sept. 9.	Victoria .....	W. Chapman. Jumped off train—head cut and collar bone broken.
do 17.	Cornell .....	Phil. Lyon. Fell between cars—killed.
do 29.	Oil City .....	J. Ferris, killed; G. Hill, arm broken; H. Pullen, leg hurt amputated. Switch wrong—train ran off track.
Dec. 12.	Welland .....	Jno. Goer. Fell from car—shoulder blade broken.

## STATEMENT of Accidents on the Railways of Canada, &amp;c.—Continued.

Date.	Place.	Nature of Accident.
<i>Welland Railway.</i>		
1877.		
July 14.	Grantham .....	Charles Chase. Fell from car—killed.
Sept. 12.	Port Colborne .....	Harry Spratt. Walking on track—killed.
Aug. 17.	Merritton .....	Two colts killed on crossing
<i>Toronto and Nipissing.</i>		
1877.		
July 12.	Cannington .....	Engine, baggage car and coach off—cow on track.
Sept. 20.	Uxbridge .....	D. McMillan. Hand bruised—coupling cars.
<i>Great Western Railway.</i>		
1877.		
July 5.	Paris .....	W. Norris. Jumping on engine—foot smashed.
do 12.	Delhi .....	B. Johnstone. Foot run over by train.
do 18.	Fergus (near) .....	C. Burt. Walking on track—killed.
Aug. 2.	St. Catharines .....	E. Blackstone. Hand crushed—coupling cars.
do 10.	Aylmer .....	R. Munro. Fell from office stool—ankle broken.
do 13.	Guelph .....	J. Bergan. Thumb and finger cut off—coupling cars.
do 27.	Clifton Junction .....	G. Kilman. Pushed in front of engine by boy—leg cut off.
do 27.	Kincardine .....	G. McNamara. Hand crushed—coupling cars.
Sept. 12.	Blyth .....	A. Ferguson. Body badly squeezed—coupling cars.
do 14.	Harrisburg .....	C. Phillips. Killed—coupling cars.
do 25.	Simcoe .....	R. Higginson. Killed by engine—crossing track.
do 27.	do (near) .....	W. Holland. Killed—jumping from train.
do 22.	Palmerston (near) .....	W. McRae. Killed—being on track.
Oct. 2.	Walkerville .....	D. Thompson. Fell from car in motion—bruised.
do 3.	Elora (near) .....	Dr. Devlin. Collision—two ribs broken.
do 4.	Ingersol .....	W. Fairbairn. Hand crushed—coupling cars.
do 8.	Toronto .....	A. Anderson. Finger crushed—coupling cars.
do 13.	London .....	R. J. Armstrong. Crossing track while drunk—killed.
do 19.	Bothwell .....	T. Haggarty. Killed—run over.
do 26.	Welland Junction .....	J. McPherson. Struck by train—badly injured.
do 23.	Hespeler .....	J. Beck. Shoulder dislocated—fell from train.
do 25.	Komoka .....	F. H. Pulham. Struck by passing train—killed.
do 26.	Hamilton .....	J. Reid. Fell from car—badly bruised.
do 31.	St. Catharines .....	W. Williams. Finger cut off—coupling cars.
do 31.	London .....	J. Bleach. Leg and foot cut off—run over.
Nov. 1.	Chatham .....	W. Bennett. Fell from waggon—knee-cap broken.
do 1.	Harriston .....	D. Ross. Foot crushed—coupling cars.
do 13.	London (near) .....	T. Lawless. Threw himself in front of engine—killed.
do 23.	St. Thomas .....	S. Martin. Leg crushed—by timber falling.
do 27.	Thorold .....	W. Lyons. Killed—walking on track.
do 28.	Stony Creek .....	Ellen Haggarty. Killed—walking on track.
Dec. 1.	Hamilton .....	J. Chatley. Foot crushed—falling between cars; died since.
do 3.	London .....	Eliz. Brown. Threw herself in front of engine—killed.
do 29.	Harrisburg .....	R. Dyer. Foot caught in frog—leg badly cut.
do 29.	Brantford .....	R. Moffat. Getting on engine—killed.
<i>New Brunswick Railway.</i>		
1877.		
July 2.	Woodstock Branch .....	J. McNamara. Fell from train—leg injured.
do 31.	Andover (near) .....	—, Craig (boy). Asleep on track—killed.
<i>Intercolonial Railway.</i>		
1877.		
July 3.	Three Mile House .....	B. Weir. Walking on track—killed.
do 3.	Moncton .....	W. Calhoun. Run over by train—arm and leg broken.
do 4.	Amherst .....	J. Cameron. Fell from train—legs broken.
do 28.	Richmond .....	P. Cronan. Thrown from car—badly injured.

STATEMENT of Accidents on the Railways of Canada, &c.—*Concluded.*

Date.	Place.	Name of Accident.
<i>Intercolonial Railway—Con.</i>		
1877.		
Aug.	2. Pollet River.....	C. Seely. Fell from engine—foot run over, &c.
do	9. River Phillip.....	J. Slack. Fell on bridge—shoulder blade broken.
do	13. Moncton.....	J. Hamilton. Coupling cars—side and hip hurt.
do	22. Bathurst.....	R. Johnston. Fell from car—injured.
do	28. Derby Siding.....	W. Hickey. Coupling train—hand injured.
Sept.	24. Wellington.....	J. Burries. Fell from train—injured.
do	7. Oakfield.....	J. Ruddy. Killed—run over.
do	14. St. Croix.....	N. Kelly. Coupling cars—injured. Died following day.
do	13. Bloomfield.....	J. Slow. Coupling cars. Shoulder and back injured.
do	21. Jacquet River.....	— Turgley. Hurt by bell cord.
do	24. Dalhousie.....	A. Bushey. Coupling cars—badly squeezed.
Oct.	9. Mill Stream.....	R. Barbour, killed; — Jameson, injured. Crossing track in waggon.
Nov.	17. Ste. Flavie.....	A. Armstrong. Coupling cars—hand broken.
do	30. Rimouski.....	T. A. Ouellette. Coupling cars—finger broken.
do	25. Plumweseep.....	A. D. Freeze. Injured—crossing track in waggon in front of engine. Died shortly.

(79)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878;—For Return showing what sales were made of timber on Indian lands on north shore of Lake Huron, or on the islands in the Georgian Bay or elsewhere, since the 1st January, 1873, &c.

By Command.

R W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 3rd April, 1878.

(80)

**COPIES**

Of GENERAL RULES and ORDERS as have been made by the Judges of the Supreme and Exchequer Courts, since the last Session of Parliament, are herewith presented to the HOUSE OF COMMONS, in compliance with the provisions of Section 79 of "The Supreme and Exchequer Courts Act," and Section 14 of "The Petition of Right Act, 1876."

OTTAWA, 9th April, 1878.

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

(80 A)

**R E T U R N**

To an ADDRESS of the HOUSE of COMMONS, dated 1st April, 1878;—  
For a Return of all Appeals instituted before the Supreme Court of  
Canada since its creation, showing the names of parties, the Court from  
whose judgment each Appeal has been brought, and indicating the  
cases already disposed of by the said Supreme Court (whether by  
confirmation or reversal) and the cases yet pending.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

(No. 80 B)

**R E T U R N**

To an ADDRESS of the HOUSE of COMMONS, dated 1st April, 1878;—For  
a Return of all Cases instituted in the Exchequer Court of Canada  
since its creation, showing the names of parties, nature and amount of  
each claim, nature of proceeding (whether by Petition of Right or  
otherwise) and indicating separately the cases disposed of by the said  
Court, and those yet pending.

By Command

R. W. SCOTT,  
*Secretary of State*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

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

(80 c)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For a Return of all Petitions of Right transmitted to the Secretary of State since the passing of the "Petition of Right Act, 1876," showing the name of Suppliants, the amount and nature of each claim, in what cases the Governor General's *fiat* that right be done to the parties was granted, and in what cases refused.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

(80 D)

## SUPREME COURT OF CANADA.

The Dominion Controverted Elections Act, 1874—Jacques Cartier County.

JAMES SOMERVILLE, *et al.*,

Appelants,

AND

THE HONORABLE RANDOLPHE LAFLAMME,

Respondent.

JUDGMENT OF THE SUPREME COURT OF CANADA IN THE ABOVE APPEAL.  
Certified to the Honorable the Speaker of the House of Commons of Canada, pursuant to Section 48 of the Supreme and Exchequer Court Act, by the Registrar of the Court.

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

(81)

SPECIAL REPORTS

ON THE CONDITION OF THE

FISH-BREEDING ESTABLISHMENT

AT

MIRAMICHI, NEW BRUNSWICK.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above Reports are not re-printed in Sessional Papers.]*

(82)

**RETURN**

To an ADDRESS of the SENATE, dated the 11th March, 1878 ;—All Reports, surveys, plans or alteration of plans, contracts and correspondence connected with the improvement of the navigation of the River St. John at the Oromocto Shoals.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 10th April, 1878.

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(83)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For correspondence between the Dominion Government and the Imperial Government in reference to a site for building a Quarantine Hospital at Sydney, Cape Breton.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th April, 1878.

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



(84)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For Statement showing the number of lots south of the Assiniboine River, in the parish of Poplar Point, in the Province of Manitoba, for which patents have been issued, or for which applications for patents have been received, under the Manitoba Act or otherwise.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 6th April, 1878.

(85)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 27th March, 1878 ;—For Statement of all monies paid, or obligations incurred, to 1st January last, in connexion with the Paris Exhibition, showing to whom the money was paid, or is to be paid, and for what service.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd April, 1878.

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

(86)

**RETURN**

To an ORDER of the HOUSE of COMMONS, dated 24th April, 1878;—  
For copies of all correspondence and petitions in the hands of the  
Government respecting the use of Trawls or Bultows by Foreigners,  
off the coasts of Nova Scotia.

By Command.

R. W SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above  
Return is not printed.]*

## RETURN

(87.)

To an ADDRESS of the HOUSE OF COMMONS, dated 19th February, 1877 ;  
For Statement of expenses during 1874, '75, and '76 in advertising on  
behalf of the Government or any public service in the public journals  
of the Dominion, the amount paid each journal, and the purpose for  
which such money was paid ; also the amount paid in subscriptions,  
for what papers paid and whether such papers were ordered for the  
use of the Public Departments for circulation in Europe or otherwise

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 26th March, 1878.

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ONTARIO.

To Whom Paid.	Service.	1873-74.		1874-75.		1875-76	
		\$	cts.	\$	cts.	\$	cts.
Acton Free Press .....	Annual Departmental Subscriptions.....						18 00
Amherstburg Echo.....	do do .....				10 50		15 25
Arnprior Star .....	do do .....				10 00		8 00
Arnprior Times.....	do do .....				26 00		24 00
Barrie Examiner.....	do do .....		32 75		10 50		9 00
Barrie Gazette.....	do do .....						13 00
Barrie Advance.....	do do .....				4 00		5 00
Berlin Journal.....	do do .....						12 00
Berlin Telegraph.....	do do .....		8 00		8 00		
Berlin Berliner.....	do do .....				6 00		
Belleville Intelligencer.....	do do .....				23 24		
Bracebridge Northern Advocate .....	do do .....				8 00		3 50
Bracebridge Gazette .....	do do .....				4 50		3 00
Brantford Courier.....	do do .....		40 00				55 62
Brantford Expositor.....	do do .....				90 00		
Brantford Temperance Journal.....	do do .....						6 00
Brant Union.....	do do .....				25 50		3 00
Brockville Recorder.....	do do .....		49 50				86 84
Caledonia Grand River Sachem .....	do do .....						2 00
Cobourg World.....	do do .....				6 00		4 00
Cobourg Sentinel .....	do do .....				9 00		2 00
Cobourg Star .....	do do .....		36 00				6 00
Collingwood Bulletin.....	do do .....		11 00		8 00		
Cornwall Freeholder.....	do do .....				6 00		2 00
Cowansville Observer.....	do do .....		1 00				
Dundas Herald.....	do do .....				12 00		9 50
Dundas Courier.....	do do .....						5 00
Dunnville Reform Press.....	do do .....						2 00
Elora Express.....	do do .....						1 50
Essex Record.....	do do .....		8 00				
Forest Express .....	do do .....						9 50
Galt Reformer.....	do do .....		2 50		7 00		1 25
Goderich Signal.....	do do .....						9 75
Guelph Herald.....	do do .....		8 00				11 00
Guelph Mercury.....	do do .....		0 50		25 00		
Guelph Advertiser.....	do do .....				12 00		
Hamilton Times.....	do do .....				108 50		139 55
Hamilton Craftsman .....	do do .....						1 50
Hamilton Spectator .....	do do .....				45 00		46 00
Hamilton New Dominion.....	do do .....				8 00		57 00
Halton Herald.....	do do .....				5 00		3 00
Hawkesbury News.....	do do .....						
Ingersoll Chronicle.....	do do .....		0 63		45 00		34 84
Ingersoll Tribune.....	do do .....						2 00
Kingston Whig .....	do do .....		74 85		100 37		68 00
Kingston News .....	do do .....		9 00				
Kincardine Review.....	do do .....		28 50				10 50
Kincardine Reporter.....	do do .....		18 00		10 40		
Listowell Banner.....	do do .....		2 00		2 00		112 00
London Advertiser.....	do do .....		86 00		126 00		57 50
London Free Press.....	do do .....		18 00				
London Entomologist.....	do do .....		2 00				

## ONTARIO—Continued.

To Whom Paid.	Service.	1873-74.	1874-75.	1875-76.
		\$ cts.	\$ cts.	\$ cts.
London Herald .....	Annual Departmental Subscriptions.....		12 00	
London Prototype .....	do do .....		10 00	
Mitchell Advocate .....	do do .....	12 20		
Monck Reform Press .....	do do .....			2 00
Mount Forest Confederate ...	do do .....			11 15
Morrisburg Herald.....	do do .....		14 00	20 75
Morrisburg Courier.....	do do .....		20 00	
Napanee Express.....	do do .....			9 00
Orangeville Advertiser.....	do do .....	43 50	18 00	20 25
Oshawa Vindicator.....	do do .....	1 50		
Ottawa Times.....	do do .....	620 53	512 40	511 11
Ottawa Courier.....	do do .....	105 00	129 00	48 00
Ottawa Free Press .....	do do .....	51 30	234 00	359 11
Ottawa Weekly Free Press...	do do .....		2 00	4 00
Ottawa Citizen .....	do do .....	82 00	178 00	282 71
Ottawa Weekly Citizen .....	do do .....		2 00	4 00
Ottawa Volunteer Review.....	do do .....	50 60	48 00	59 00
Ottawa Daily News.....	do do .....	84 00		
Ottawa Craftsman.....	do do .....	1 50		
Owen Sound Times.....	do do .....		11 50	
Paris Star.....	do do .....		9 00	8 00
Paris Sunday Review.....	do do .....	51 03		
Paris Transcript.....	do do .....		6 50	3 00
Park Hill Gazette.....	do do .....	6 00	6 00	7 50
Perry Sound Star.....	do do .....		6 00	4 00
Perth Courier.....	do do .....	18 00	10 50	9 00
Perth Expositor .....	do do .....	10 42		
Pembroke Observer.....	do do .....	5 00		5 00
Pembroke Standard.....	do do .....			5 00
Peterborough Times.....	do do .....			12 00
Peterborough Review.....	do do .....		21 60	
Peterborough Examiner.....	do do .....		5 00	
Petrolia Advertiser.....	do do .....		1 50	3 00
Pictou Gazette.....	do do .....	3 50		
Pictou Times.....	do do .....		4 00	18 00
Port Perry Observer.....	do do .....		2 00	
Sarnia Canadian.....	do do .....		6 00	
Sault Ste. Marie Northern Light .....	do do .....			1 50
Simcoe Norfolk Reformer.....	do do .....	7 00	7 50	13 00
Smith's Falls News.....	do do .....			2 75
Strathroy Age.....	do do .....			3 67
Stratford Herald.....	do do .....	36 00		4 68
Stratford Beacon.....	do do .....		4 00	3 95
St. Thomas Times.....	do do .....		12 00	4 50
St. Thomas Home Journal.....	do do .....		11 50	11 63
St. Catharines News.....	do do .....	2 00	52 00	60 00
St. Catharines Times.....	do do .....	60 00	12 00	16 00
Shelburne Free Press, Ont....	do do .....			1 00
Toronto Daily Globe.....	do do .....	42 45	474 33	318 19
Toronto Weekly Globe.....	do do .....	72 50		4 00
Toronto Daily Mail.....	do do .....	283 60	168 75	279 00
Toronto Liberal.....	do do .....		90 00	11 55
Toronto Leader.....	do do .....		48 00	24 00
Toronto Freeman.....	do do .....	12 50		
Toronto Law Journal.....	do do .....		35 00	
Toronto Ontario Gazette.....	do do .....	4 00	8 00	4 00
Toronto Churchman.....	do do .....		10 50	22 55
Toronto Craftsman.....	do do .....		1 50	
Toronto Tribune.....	do do .....			1 50

## ONTARIO---Concluded.

To whom Paid.	Service.	1873-74.	1874-75.	1875-76.
		\$ cts.	\$ cts.	\$ cts.
Toronto Patriot.....	Annual Departmental Subscriptions.....		16 00	3 00
Toronto Church Messenger.....	do do		2 00	51 25
Toronto Church Herald.....	do do	45 50	12 54	103 95
Toronto Grip.....	do do	4 90	22 80	31 50
Toronto Canadian Monthly.....	do do	26 05	38 50	22 00
Toronto National.....	do do	12 00	6 00	
Toronto Ontario Workman.....	do do	26 00		
Toronto Christian Journal.....	do do	6 00		
Toronto Pure Gold.....	do do	4 00		2 00
Toronto Monetary Times.....	do do	54 00	2 00	2 40
Toronto Bee Hive.....	do do			53 75
Toronto Sun.....	do do			5 00
Toronto Entomologist.....	do do			
Toronto Canadian Farmer.....	do do		1 50	
Toronto Nation.....	do do	2 00	22 00	119 25
Toronto Journal of Educa- tion.....	do do		6 00	2 00
Toronto Advertiser.....	do do		5 00	8 50
Toronto Sanitary Journal.....	do do			5 00
Toronto Telegram.....	do do			25 00
Trenton Courier.....	do do	6 00	3 50	
Walkerton Telescope.....	do do	21 00		42 00
Waterloo Advertiser.....	do do	19 25	15 75	1 00
Waterloo Farmer's Friend.....	do do		4 00	10 00
Woodstock Times.....	do do		2 00	
Whitby Gazette.....	do do		5 00	
Wingham Advance.....	do do	18 50		

## QUEBEC.

Arthabaskaville Union.....	Annual Departmental Subscriptions.....	13 50		1 00
Argenteuil Advertiser.....	do do			42 00
Aylmer Canadian Times.....	do do	9 00	40 00	
Beauharnois l'Echo.....	do do	10 00		
Cap Rouge Naturaliste Cana- dien.....	do do	30 00	12 00	8 00
Coaticook Observer.....	do do	24 50	1 00	6 00
Granby Gazette.....	do do		2 00	1 00
Granby Messenger.....	do do		2 00	1 00
Hull Courier.....	do do			57 00
Hull l'Echo.....	do do			10 00
Joliette Gazette.....	do do	5 34	21 00	5 00
Joliette l'Industrie.....	do do	4 00	10 00	
Joliette Journal.....	do do	2 50		
Lévis l'Echo.....	do do		87 00	45 05
Montreal Courier du Canada.....	do do	93 00	63 00	39 00
Montreal Gazette.....	do do	201 92	167 75	234 25
Montreal Witness.....	do do	42 00	30 00	48 25
Montreal Herald.....	do do	228 20	168 50	193 15
Montreal Negociante Cana- dien.....	do do	24 00		
Montreal Canadian Illus- trated News.....	do do	63 30	32 00	285 00
Montreal le National.....	do do	37 50	40 50	465 50

## QUEBEC—Concluded.

To Whom Paid.	Service.	1873-74.	1874-75.	1875-76.
		\$ cts.	\$ cts.	\$ cts.
Montreal True Witness.....	Annual Departmental Subscriptions.....	16 00	.....	12 00
Montreal Courier du Canada.....	do do .....	93 00	63 00	39 00
Montreal l'Opinion Publique..	do do .....	30 50	25 50	24 75
Montreal Minerve and Album...	do do .....	146 00	45 00	328 00
Montreal Semaine Agricole...	do do .....	12 00	1 00	.....
Montreal Bien Public.....	do do .....	66 00	96 00	52 55
Montreal Nouveau Monde.....	do do .....	54 00	72 75	102 25
Montreal Journal of Commerce .....	do do .....	.....	.....	4 00
Montreal Franc Parleur.....	do do .....	18 00	3 00	9 00
Montreal l'Echo.....	do do .....	4 00	.....	.....
Montreal Star.....	do do .....	3 00	3 00	28 50
Montreal le Pays.....	do do .....	.....	7 00	.....
Montreal Journal des Jesuites	do do .....	12 00	.....	.....
Montreal Patent Record.....	do do .....	.....	32 00	30 00
Montreal Surgical Journal.....	do do .....	3 00	3 00	3 00
Montreal Revue Canadienne.....	do do .....	.....	24 00	22 50
Quebec Budget.....	do do .....	243 00	192 00	186 00
Quebec Chronicle.....	do do .....	154 37	155 17	161 00
Quebec Mercury.....	do do .....	144 00	120 00	104 00
Quebec l'Evenement.....	do do .....	84 00	108 00	86 16
Quebec le Canadien.....	do do .....	28 50	.....	220 25
Quebec Journal.....	do do .....	18 85	275 50	202 50
Quebec l'Echo du Cabinet.....	do do .....	2 00	.....	.....
Quebec Courier du Canada.....	do do .....	10 00	.....	49 80
Quebec Gazette.....	do do .....	14 00	11 65	.....
Quebec Constitutionnel.....	do do .....	.....	48 00	.....
Quebec Field.....	do do .....	10 00	10 00	10 00
Quebec Land and Water.....	do do .....	10 00	10 00	10 00
Quebec Telegraph.....	do do .....	.....	.....	48 00
Quebec Reveil.....	do do .....	.....	.....	1 75
Richmond la Voix du Golfe....	do do .....	27 00	.....	13 42
Richmond Guardian.....	do do .....	.....	4 00	12 00
Sorel Gazette.....	do do .....	.....	66 94	69 33
Sorel Revue Legale.....	do do .....	16 00	30 50	29 00
Sorel le Richelieu.....	do do .....	24 00	2 00	.....
Sherbrooke News.....	do do .....	32 00	.....	.....
Sherbrooke Gazette.....	do do .....	3 62	.....	13 50
Sherbrooke Pioneer.....	do do .....	3 50	.....	1 50
Sherbrooke Progress.....	do do .....	.....	1 50	.....
Sorel Pilot.....	do do .....	.....	.....	1 00
Sorel Messenger.....	do do .....	8 52	.....	.....
Sorel Abonnement.....	do do .....	2 00	.....	.....
Stanstead Journal.....	do do .....	1 50	.....	.....
St. Anne's Gazette des Campagnes.....	do do .....	1 00	.....	16 00
St. Hyacinthe Courier.....	do do .....	6 00	.....	3 00
St. Hyacinthe Journal l'Union	do do .....	.....	26 00	40 50
St. Hyacinthe Journal d'Agriculture .....	do do .....	3 00	.....	.....
St. John's Franco-Canadien..	do do .....	25 00	45 00	32 50
St. John's News.....	do do .....	.....	.....	3 00
St. Lin Laurentides.....	do do .....	.....	.....	7 50
Three Rivers Journal.....	do do .....	17 50	16 25	22 00
Worcester Travailleur.....	do do .....	.....	.....	4 40

NOVA SCOTIA.

To Whom Paid.	Service.	1873-74.	1874-75.	1875-76.
		\$ cts.	\$ cts.	\$ cts.
Bridgetown Monitor .....	Annual Departmental Subscriptions.. ..			6 00
Halifax Citizen.....	do do .....	112 26	138 88	128 50
Halifax Chronicle.....	do do .....	91 60	84 00	109 00
Halifax Royal Gazette.....	do do .....	30 00		3 00
Halifax Colonist.....	do do .....	12 50		82 03
Halifax Acadian Recorder....	do do .....	36 00	55 00	3 00
Halifax Graphic.....	do do .....		15 00	
Halifax Tribune.....	do do .....	5 00		15 50
Halifax Herald.....	do do .....			15 00
Halifax Provincial Wesleyan.	do do .....		8 00	30 80
Halifax Reporter.....	do do .....		12 00	8 50
Halifax Alliance Journal.....	do do .....			
New Glasgow Eastern Chron- icle.....	do do .....		3 00	
Port Hawkesbury News .....	do do .....		22 50	4 00
Sydney Times.....	do do .....		9 75	16 00
Sydney Herald.....	do do .....		18 00	28 25
Sydney Advocate.....	do do .....	6 00		
Sydney Courier.....	do do .....		3 00	
Yarmouth Herald.....	do do .....		36 00	26 00

NEW BRUNSWICK.

Chatham (St. Lawrence) Ad- vance.....	Annual Departmental Subscriptions.. ..			10 38
Fredericton Colonist.....	do do .....	1 50		1 50
Fredericton Reporter.....	do do .....			20 00
Fredericton Head Quarters....	do do .....	26 00	12 00	1 50
Fredericton Royal Gazette...	do do .....	38 25	7 00	4 00
Fredericton Colonial Farmer	do do .....	18 00		16 50
Moncton Times.....	do do .....	27 00		39 63
St. John Globe.....	do do .....	75 00	25 00	25 00
St. John Advocate.....	do do .....	26 00	6 00	26 00
St. John Temperance Journal	do do .....	4 80	3 60	6 50
St. John Telegraph.....	do do .....	165 00	5 65	110 30
St. John New Dominion.....	do do .....	11 67		
St. John Maritime Monthly...	do do .....	6 00		
St. John Tribune.....	do do .....	15 00		5 00
St. John Christian Visitor....	do do .....	6 00	6 00	75 00
St. John Freeman.....	do do .....			114 00
St. John News.....	do do .....	1 50	80 00	
St. John Religious Intelli- gencer.....	do do .....		78 00	22 00
St. Andrew's Standard.....	do do .....	5 00	35 00	38 75
St. Stephen's Journal.....	do do .....			10 75
Sackville Post.....	do do .....	1 50		1 50
Woodstock (Carleton) Senti- nel.....	do do .....	35 50	10 00	10 00



## PRINCE EDWARD ISLAND.

To Whom Paid.	Service.	1873-74.	1874-75.	1875-76.
		\$ cts.	\$ cts.	\$ cts.
Charlottetown Argus .....	Annual Departmental Subscriptions..	24 50	16 50	13 50
Charlottetown Gazette.....	do do .....	1 00		
Charlottetown Patriot .....	do do .....		22 00	48 75
Charlottetown Herald.....	do do .....		25 92	6 48
Charlottetown Examiner..	do do .....			1 65
Summerside Progress.....	do do .....			4 50

## MANITOBA.

St. Boniface le Métis .....	Annual Departmental Subscriptions..	45 00		97 50
Winnipeg Manitoban.....	do do .....	19 50	2 28	
Winnipeg Manitoba Gazette..	do do .....	26 00	42 50	
Winnipeg Free Press.....	do do .....	35 00	38 50	40 05
Winnipeg Standard.....	do do .....			12 50
Winnipeg Norwester.....	do do .....		6 75	

## NEWFOUNDLAND.

St. John's Gazette.....	Annual Departmental Subscriptions..	21 16		34 07
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## BRITISH COLUMBIA.

New Westminster Mainland Guardian.....	Annual Departmental Subscriptions..	75 00	75 00	100 00
Victoria Colonist.....	do do .....	11 00	119 00	137 00
Victoria Standard.....	do do .....		120 00	75 49

(Signed)

THOS. ROSS,  
Accountant of Contingencies.

OTTAWA, March 23, 1878.

## RETURN

(88.)

To an ORDER of the HOUSE OF COMMONS, dated 16th April, 1877;—For return of all quantities of iron purchased by any of the Departments of the Government for other than Railway purposes, the person from whom purchased, the prices paid, and whether the same was purchased by tender or otherwise, and the purpose for which said iron is required.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 10th April, 1878.

The iron purchased by this Department between 1st June, 1876, and 16th April, 1877, was not purchased by tender, the quantities required from time to time being uncertain. It was used chiefly for repairs.

(Signed) WM. SMITH,  
*Deputy Minister of Marine.*

DEPARTMENT OF MARINE, ETC.,  
OTTAWA, 29th March, 1878.

ACCOUNT of Iron bought in the Provinces of Ontario and Quebec, between 1st June, 1876, and the 16th April, 1877.

## PROVINCE OF ONTARIO.

From whom purchased.	Town.	Description.	Per lb.	Amount.		If by Tender.
				Cts.	\$ cts.	
T. Chapman .....	Lachine.....	Buoy, iron, 210 lbs.....	9	18	90	No.
do .....	do .....	Boiler plates, wrought, 360 lbs..	10	36	00	"
G. Johnston .....	Lancaster .....	do do 300 lbs..	10	30	00	"
H. M. Horsey .....	Kingston .....	Bar iron, 146 lbs .....	3	4	38	"
do .....	do .....	Boiler plates, 1,260 lbs.....	3½	44	10	"
Jno. McLean .....	Lancaster .....	Buoy, iron, 140 lbs.....	8	11	20	"
				144 58		

STATEMENT of Iron purchased by the Quebec Agency of the Department of Marine and Fisheries, from June, 1876, to 16th April, 1877.

LIGHTHOUSES BELOW QUEBEC.

	\$	cts.
1876.		
June.—Jos. Boivin, 166 lbs. of Iron at 3c .....	4	98
423 lbs. of Iron at 3c.....	12	69
1,664 lbs. Spikes at 7½c.....	124	80
56 lbs. Hoop Iron at 5c.....	2	80
C. & W. Wurtele, 6,033 lbs. English Iron at 2·30c.....	138	76
793 lbs. Boiler Plate at 4c.....	31	72
30 lbs. Boiler Rivets at 8¼c.....	2	48
July.—C. & W. Wurtele, 1,126 lbs. Scotch Iron at 2·40c.....	27	26
H. S. Scott, 167 lbs. Gov. Iron at 2¾c.....	4	60
August.—Jos. Boivin, 141 lbs. Iron at 3½c.....	4	94
300 lbs. Spikes at 6½c.....	19	60
105 lbs. Iron at 2¾c.....	2	90
83 lbs. Iron at 3c.....	2	49
50 lbs. Hoop Iron at 3½c.....	1	75
317 lbs. Boiler Plate at 4½c.....	14	27
171 lbs. Iron at 2¾c.....	4	70
207 lbs. Boiler Plate at 4½c.....	9	33
310 lbs. Iron at 2¾c.....	8	53
October.—Jos. Boivin, 69 lbs. Iron at 3c.....	2	04
21 lbs. Cast Steel at 18c.....	3	78
108 lbs. Boiler Plate at 4½c.....	4	96
November.—J. Boivin, 244 lbs. Iron at 2·80c.....	6	83
1877.		
February.—W. Wurtele, 218 lbs. Lowmoor Boiler Plate at 7½c .....	16	35
April.—J. Boivin, 300 lbs. best Iron at 4½c.....	13	60
226 lbs. Iron at 3c.....	6	78
508 lbs. best Iron at 4½c.....	22	86
	\$	495 49

FISH BREEDING.

July.—W. Wurtele, 407 lbs. square English Iron at 2·40.....	9	82
October.—J. Boivin, 51 lbs. English Iron at 3c.....	1	53
	\$	11 35

1876.

DRUID.

June.—C. & W. Wurtele, 12 lbs. Boiler Plate, at 8c.....	93	94
November—G. Glassford (U. S.), 2,505 lbs. B. Ref. Iron, to order, at 3¾c...	480	94
W. Wurtele, 13,741 lbs. Best Angle Iron, at 3½c.....	84	63
2,604 lbs. Bayley's Boiler Plate, at 3¼c.....	40	24
1,006 lbs. Bradley " " at 4c.....	65	73
1,643 lbs. " " " at 4c.....	35	84
448 lbs. Rivets, at 8c.....	45	39
1,297 lbs. Angle Iron, at 3½c.....	2	79
December—J. Boivin, 51 lbs. Iron, at 3½c.....	5	58
31 lbs. Cast Steel, at 18c.....	5	60
28 lbs. Hammered Steel, at 20c.....	6	13
175 lbs. Rivetting Iron, at 3½c.....	10	98
392 lbs. Iron, at 2·80c.....	2	00
50 lbs. Rivet Iron, at 4c.....	3	08
77 lbs. Angle Iron, at 4c.....	3	72
133 lbs. Iron, at 2·80c.....		

	\$	cts.
December—W. Wurtele, 107 lbs. Angle Iron, at 3½c.....	3	75
132 lbs. Scotch Iron, at 2·25c.....	2	97
1877.		
January—W. Wurtele, 148 lbs. “ at 2·25c.....	3	33
359 lbs. Boiler Plate L.E., at 4¼c.....	15	25
106 lbs. Angle Iron, at 3½c.....	3	71
274 lbs. Boiler Rivet, at 8c.....	21	92
50 lbs. Countersink Rivet, at 8¼c.....	4	13
Belanger & Gariépy, 100 lbs. Iron, at 3½c.....	3	50
224 lbs. Extra Iron, at 4c.....	8	96
147 lbs. Iron, at 3½c.....	5	15
G. Glassford (U.S.), 3,790 lbs. B. Plate, made to order, at 4c.....	150	60
March—J. Boivin, 100 lbs. Iron.....	2	80
W. Wurtele, 138 lbs. Scotch Iron, at 2·25c.....	3	10
April—W. Wurtele, 364 lbs. “ at 2·35c.....	8	55
142 lbs. Sheet Iron, at 3½c.....	4	97
	\$1,131	24

## LADY HEAD.

1876.		
July—J. Boivin, 149 lbs. Boiler Plate, at 4¼c.....	6	71
5 lbs. Rivets, at 20c.....	1	00
1877.		
January—J. Boivin, 17 lbs. Cast Steel, at 20c.....	3	40
W. Wurtele, 78 lbs. Plough Iron, at 5c.....	3	90
February—J. Boivin, 19 lbs. Cast Steel, at 20c.....	3	80
52 lbs. Plough Iron, at 5c.....	7	60
W. Wurtele, 38 lbs. Cast Steel, at 15c.....	5	70
21 lbs. Sq. Steel, at 15c.....	3	08
544 lbs. Bowling Boiler Plate, at 7½c.....	40	80
754 lbs. Bayley's Boiler Plate, at 3¼c.....	26	39
230 lbs. Bowling Boiler Plate, at 7½c.....	17	25
450 lbs. Boiler Rivets, at 8c.....	36	00
	\$155	63

E. &amp; O. E.

Quebec, 28th February, 1878.

## SUPPLEMENTARY RETURN

(88)

To an ORDER of the HOUSE OF COMMONS, dated 16th April, 1877;—  
For Return of all Quantities of Iron purchased by any of the Depart-  
ments of the Government for other than Railway purposes, the person  
from whom purchased, the prices paid, and whether the same was pur-  
chased by tender or otherwise, and the purpose for which said Iron  
is required.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 18th April, 1878.

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IRON purchased for the Williamsburgh Canals between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.		Cts.			
July .....	17	Bradfield Bros. ....	2 $\frac{3}{4}$	Repd. chain....	Purchase..	1-in. round.
August.....	107	do .....	2 $\frac{3}{4}$	Lock gate .....	do .....	1-in. do
September	325	Ross, Bros. & Co.....	2 $\frac{3}{4}$	Pier and dock...	do .....	do
do .....	37	do .....	2 $\frac{3}{4}$	do .....	do .....	do
do .....	24 $\frac{1}{2}$	do .....	3 $\frac{1}{4}$	do .....	do .....	do
October ...	106	J. A. Carman & Co.....	3	do .....	do .....	do
do .....	228	do .....	2 $\frac{1}{4}$	do .....	do .....	do
do .....	52	Ross Bros. & Co.....	2 $\frac{1}{4}$	do .....	do .....	do
do .....	26	do .....	2 $\frac{1}{4}$	do .....	do .....	do
do .....	13	do .....	3 $\frac{1}{4}$	do .....	do .....	do
December.	31	Bradfield Bros.....	2 $\frac{3}{4}$	Lock gates .....	do .....	do
do .....	167	do .....	2 $\frac{3}{4}$	do .....	do .....	do
1877.						
January...	5,224	do .....	2 $\frac{1}{4}$	do .....	do .....	1-in. round.
do .....	224	do .....	3 $\frac{1}{4}$	do .....	do .....	1-in. do
do .....	20	do .....	4	do .....	do .....	Swedes.
do .....	13 $\frac{1}{2}$	do .....	7	do .....	do .....	do
February	34	do .....	6	do .....	do .....	do
do .....	395	do .....	2 $\frac{1}{4}$	do .....	do .....	1-in. round.
do .....	40	do .....	3 $\frac{1}{4}$	do .....	do .....	1-in. do
do .....	14	do .....	4	do .....	do .....	Swedes.
do .....	29	do .....	6 $\frac{1}{4}$	do .....	do .....	1-in. round.
April .....	31	do .....	3 $\frac{1}{4}$	do .....	do .....	1-in. round.
do .....	14	do .....	4	do .....	do .....	1-in. do

The above prices include delivery at Morrisburg and Iroquois where the iron was used.

IRON purchased for the Rideau Canal Works between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom obtained.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.		Cts.			
October ...	120	Wood .....	3	For bridges .....	Purchase..	Merrickville.
1877.						
March .....	50	Patterson & Low .....	3	do .....	do .....	Repairs.
1876.						
November	1904	Peter Robertson .....	6 $\frac{1}{2}$ *	Sheathing Posts	do .....	Plate-iron ; Hogsback.

\* Boiler plate, bent to a curve, drilled, and including delivery at five miles distance.

IRON purchased for the St. Lawrence Canal Works between June 1st, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.		Cts.			
June .....	2,169	Frothingham & Workman.....	2½	Repairs .....	Purchase..	Beauharnois Canal.
August.....	3,082	do do .....	2½	do .....	do ...	
do .....	380	do do .....	2½ <sup>65</sup> / <sub>100</sub>	do .....	do ...	

IRON purchased for the Cornwall Canal Works between June 1st, 1876, and 16th April, 1877.

Date.	Quantity.	From whom obtained.	Price.	For what purpose.	How obtained.	Remarks.
1877.	Lbs.		Cts.			
March .....	224	Frothingham & Workman.....	2½	.....	Purchase.	½-in. round.
do .....	140	do do .....	2½	.....	do	¼-in. do

IRON purchased for Kingston Penitentiary between 1st June, 1876, and 16th April, 1877.

Date.	From whom purchased.	Bar Iron.	Boiler Plate.	Angle Iron.	Rolled Iron Joists.	Rod Iron.
1876.		Lbs. cts.	Lbs. cts.	Lbs. cts.	Lbs. cts.	Lbs. cts.
July.....	Fraser & George.....	.....	3,452 @ 3¼	5,260 @ 4	.....	.....
Nov.....	do .....	.....	16,560 4	14,250 4	107,882 @ 3½	.....
1877.						
March...	do .....	340 @ 2¼	.....	.....	.....	.....
do ...	do .....	126 5	.....	.....	.....	.....
do ...	do .....	2,533 3	.....	.....	.....	.....
do ...	do .....	596 2½	.....	.....	.....	.....

IRON purchased for St. Vincent do Paul Penitentiary, between 1st June, 1876, and 16th April, 1877.

Date.	From whom purchased.	Bar Iron.	Boiler Plate.	Angle Iron.	Rolled Iron Joists.	Rod Iron.
		Lbs. cts.	Lbs. cts.	Lbs. cts.	Lbs. cts.	Lbs. cts.
1876.						
June .....	Fraser & George .....	*17,032 at 3				
July .....	do .....	24,494 at 2 $\frac{3}{4}$	450 at 3 $\frac{1}{2}$			
August .....	do .....	108 at 3				22 at 3 $\frac{1}{2}$
do .....	do .....	1,080 at 2 $\frac{3}{4}$				21 at 4
October .....	do .....	100 at 5				
August .....	Augustin Couillard .....					112 at 8
						1,000 at $\frac{1}{2}$
1877.						
January .....	do .....	4,316 at 2 $\frac{1}{2}$				
do .....	Fraser & George .....				*6,133 at 4	
do .....	Frothingham & Workman .....	557 at 2 $\frac{1}{2}$				
Feb .....	do .....	4,750 at 2 $\frac{1}{2}$				
March .....	do .....	9,880 at 2				

The items marked thus \* were obtained by tender, the others by purchase.

IRON purchased for works at River Blanche, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
	Lbs.		Cts.			
1876.						
August .....	1,712	N. Lemieux & Noel .....	2 $\frac{3}{4}$	Construction of a square crib.	Purchase..	
do .....	972	Edward Talbot .....	2 $\frac{1}{2}$			
June .....	100	L. Peltier .....	2			
August .....	450	A. H. Parant .....	2			

IRON purchased for works at Rivière du Loup, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
	Lbs.					
1876.						
July .....	1,097	N. Lemieux & Noel .....	2 $\frac{3}{4}$	Restoration of pier .....	Purchase..	
August .....	861	C. & W. Wurtele .....	3 $\frac{1}{2}$		do ..	Plate.



IRON purchased for works at River Ouelle, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.		Cts.			
July.....	1,545	N. Lemieux & Noel.....	2 $\frac{3}{4}$	Restoration of pier.....	Purchase..	
August....	199	do do .....	2 $\frac{3}{4}$	do ..	do ..	
do .....	50	do do .....	3 $\frac{1}{4}$	do ..	do ..	Scotch square.
do .....	2,140	N. Dubé.....	2	do ..	do ..	
do .....	100	N. Lemieux & Noel.....	3 $\frac{1}{4}$	do ..	do ..	
do .....	387	do do .....	2 $\frac{3}{4}$	do ..	do ..	Plate.
do .....	638	C. & W. Wurtele.....	3 $\frac{1}{4}$	do ..	do ..	
September	681	N. Dubé.....	2	do ..	do ..	
do ..	89	do .....	4	do ..	do ..	
do ..	127	do .....	2 $\frac{1}{2}$	do ..	do ..	

IRON purchased for works at L'Islet, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.					
October ...	6,778	C. & W. Wurtele.....	2 $\frac{1}{4}$	Restoration of pier .....	Purchase..	
do ...	35	J. O. Fafard.....	4	do ..	do ..	
November	307	J. Poitras.....	2 $\frac{1}{2}$	do ..	do ..	

IRON purchased for works at Berthier, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876.	Lbs.		Cts.			
August....	1,012	C. & W. Wurtele .....	2 $\frac{1}{4}$	Restoration of pier .....	Purchase..	
September	1,013	do .....	2 $\frac{1}{4}$	do ..	do ..	
do ..	150	P. S. Incas.....	2 $\frac{1}{2}$	do ..	do ..	

IRON purchased for works at the Queen's wharf, Toronto, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876. September	Lbs. 53	Rice, Lewis & Son.....	Cts. 7	Blasting.....	Purchase..	Low Moor.

IRON purchased for works at Neobish Rapids, between 1st June, 1876, and 16th April, 1877.

Date.	Quantity.	From whom purchased.	Price.	For what purpose.	How obtained.	Remarks.
1876. June.....	Lbs. 167	H. D. Edwards .....	Cts. 3	.....	Purchase..	
do .....	226	do .....	7	For crane.....	do ..	
do .....	360	W. B. Clark.....	2 $\frac{3}{4}$	.....	do ..	
do .....	53	McNab & Marsh.....	3 $\frac{1}{2}$	.....	do ..	round.
do .....	100	do .....	2 $\frac{3}{4}$	.....	do ..	do
do .....	2,123	do .....	2 $\frac{1}{2}$	.....	do ..	3, 1 $\frac{1}{2}$ , 1 $\frac{3}{4}$ .
do .....	51	W. B. Clark .....	7	.....	do ..	Swedish.
August.....	56	Trempe Bros.....	6	.....	do ..	Best.
October .....	1,393	W. B. Clark .....	2 $\frac{1}{10}$	.....	do ..	Assorted.
.....	685	do .....	3 $\frac{1}{10}$	.....	do ..	Small sizes.
.....	110	do .....	3 $\frac{1}{2}$	.....	do ..	Band iron.
.....	160	do .....	2 $\frac{1}{2}$	.....	do ..	1 $\frac{1}{4}$ square.

(89)

**RETURN**

To an ADDRESS of the SENATE, dated 26th March, 1878 ;—All correspondence, offers or tenders that have been received for the leasing of the exclusive right of Salmon fishing and netting in the Frazer River, British Columbia.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 11th April, 1878.

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(90)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For copy of all correspondence, reports, &c., relating to amounts claimed by Messrs. Carpenter and Company, on account of their contract for operating the Government Road, commonly known as the Dawson Route, &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th April, 1878.

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

(91)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878;—For copy of Government Engineer's Report on Victoria Harbour and Breakwater at Wood Island, and copies of all communications since last Session relating to said works.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th April, 1878.

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(92)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878;—For copy of survey, &c., made by H. F. Perley, Esq., in 1874, with the view of improving the navigation of Cascumpec Harbor, in Prince Edward Island.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th April, 1878.

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

(93)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 20th March, 1878 ;---For copies of all correspondence, notices, letters, and other documents in relation to the St. John's Bridge, on the River Richelieu.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th April, 1878.

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(94)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;---For correspondence regarding the removal of Mr. Angus Ross, Lighthouse Keeper of Bird Island Light, N.S.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th March, 1878.

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

(95)

**R E T U R N**

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April 1878;---For copies of correspondence between the Government and John Giblin of Quebec, in relation to the lease of the house now occupied as the Culler's Office at Quebec; also of all leases between the Government and the said John Giblin.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 12th April, 1878.

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

REPORTS.

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RAILWAY STATISTICS

OF CANADA,

AND CAPITAL, TRAFFIC AND WORKING EXPENDITURE  
OF THE RAILWAYS OF THE DOMINION.

1876-7.

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Printed by Order of Parliament.

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OTTAWA:

PRINTED BY MACLEAN, ROGER & CO., WELLINGTON STREET.

1878.





## RAILWAY DEPARTMENT,

MONTREAL, 25th March, 1878.

F. BRAUN, Esq.,  
Secretary, Department of Public Works,  
Ottawa.

SIR,—I have now the honor to forward my annual report for the year ended 30th June, 1877, upon the railways in the Dominion of Canada, compiled from returns supplied by the different railways, as required by the Minister of Public Works, in pursuance of the authority contained in the Act 39 Vic., cap. 14.

I enclose the following returns for the year ended 30th June, 1877, viz :

- No. 1. Summary statement of capital, &c., of opened railways.
- No. 2. Summary statement of mileage, characteristics of roads, and rolling stock of opened railways.
- No. 3. Summary statement of the operations of the year, and mileage.
- No. 4. Summary statement of description of freight carried.
- No. 5. Statement of passenger fares per mile.
- No. 6. Summary statement of earnings.
- No. 7. Summary statement of operating expenses.
- No. 8. Summary statement of accidents.
- No. 9. Lines of railway owned by coal mines.
- No. 10. Summary statement of capital and mileage of railways under construction.
- No. 11. Statement of aid granted to railways by Governments and municipalities.

These statements are in the same form as given in my previous reports, and will therefore readily show the changes.

The following companies have failed to forward the returns asked for, although repeated applications have been made for them, and therefore the summaries of the returns are necessarily not as complete as they should be, viz. : Lévis and Kennebec, Port Dover and Lake Huron, London and Port Stanley.

The mileage of railways opened on 30th June, 1877, was 5,574½, being an increase of 417 miles during the year, made up as follows :

	Miles.
Albert Railway.....	51
Canada Central.....	34½
Carillon & Grenville.....	½
Cobourg, Peterboro' & Marmora.....	1
Intercolonial.....	105½
Lévis and Kennebec.....	70
Massawippi.....	½
Montreal, Portland & Boston.....	9
Carried forward.....	272

	Miles.
<i>Brought forward</i> .....	272
New Brunswick Railway.....	20
Petitecodiac & Elgin.....	14
Quebec Central.....	61
Toronto & Nipissing.....	26½
Whitby & Port Perry.....	24½
	<hr/>
	418
Less decreased mileage as per statement of Brantford, Norfolk & Port Burwell Railway.....	1
	<hr/>
Net increase in mileage.....	417

From the total mileage operated by Canadian Railways, (5,574½) has to be deducted portions of roads which are in the United States, viz: Grand Trunk, Boundary Line to Portland; Port Huron to Detroit, and the Rouses Point Line; in all 228 miles. This leaves a total mileage in Canada of 5,346 miles.

Of the above mileage there are on the Great Western, seventy-nine miles of double track; and on the Canada Southern, one mile; total, eighty miles.

The gauges of the total mileage are as follows:—

	Miles.
5 feet 6 inches.....	539½
4 " 8½ " .....	4,362
3 " 6 " .....	672½
	<hr/>
	5,574½

The total capital raised by the railways in operation, up to 30th June, 1877, as per statement No. 1, was as follows:

Ordinary share capital paid up.....	\$113,702,126 82
Preference do do .....	68,876,867 31
Bonded debt do do .....	79,676,382 44

Amount of loans or bonuses from

Dominion Government.....	\$55,320,802 28
Ontario do .....	1,733,817 02
Quebec do .....	441,681 00
New Brunswick do .....	2,163,000 00
Municipalities .....	5,689,299 31
	<hr/>
	\$65,348,599 61

Less included in paid up securities as above.....

1,275,000 00

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Total..... \$326,328,976 18

The increases in the different descriptions of capital during the year are :—

Ordinary share capital.....	\$1,493,647 06
Preference share capital, and bonded debt.....	2,726,541 50
Government and municipal loans and bonuses....	4,588,318 15
Making a total increase of.....	<u>\$8,808,506 71</u>

As I have previously explained, the above share capital, and bonded debt of the companies, represents the par value of the securities issued by the several companies. The cash received and expended was, in many cases, considerably less.

The paid up capital of the railways under construction was as follows. As per statement No. 10.

Ordinary share capital.....	\$ 1,949,874 00
Bonded debt.....	202,000 00
Government bonuses or loans.....	16,589,621 50
Municipal do .....	879,644 62
Total.....	<u>\$19,621,140 12</u>

Against \$16,090,579.28 in the previous year, or an increase of \$3,530,560.84 only. This comparatively small increase is owing to the fact that some of the railways which were shewn as under construction in the return for the year ended 30th June, 1876, have been opened for traffic, and are included in the statement of railways in operation, in the present report. The total capital paid up, therefore, of railways opened for traffic and under construction, amounted to \$345,950,116.30, or an increase as compared with the previous year of \$12,064,068.57.

The following statement gives a comparison of the equipment of the railways in operation for the year ended 30th June, 1877, as against the year ended 30th June, 1876.

	1877.	1876.	Increase.	Decrease.
Miles laid with iron rails.....	2,783½	2,758	25½	
do steel rails.....	2,765½	2,373½	391½	
do wooden rails.....	25½	25½		
Total length of sidings.....	688	637	51	
Number of engines owned.....	981	976	5	
do hired.....	14	24		10
first-class cars owned.....	462	459	3	
do hired.....	35	34	1	
second-class and emigrant cars owned.....	294	280	14	
do baggage, mail and express do.....	237	262		25
do do cars hired.....	4	2	2	
cattle and box freight cars owned.....	12,129	11,809	320	
do do hired.....	1,563	1,838		255
platform cars owned.....	6,917	7,078		161
do hired.....	10	10		
coal cars owned.....	1,050	1,050		
do grain elevators.....	13	13		
do road crossings guarded.....	70	80		10
do do not guarded.....	6,001	5,041	960	
do overhead bridges.....	334	315	19	
do crossings of other railways.....	81	81		
do junctions with other railways.....	126	113	13	
do branch lines.....	58	60		2

The train mileage, as per statement No. 3, is 19,450,813 miles, against 18,103,628 in 1876, or an increase of 1,347,185 miles.

The number of passengers carried was 6,073,233, against 5,544,814 in 1876, being an increase of 528,419 passengers.

The tonnage of freight carried was 6,859,796 tons.

The tonnage during the year ended 30th June, 1876, was 6,331,757; the increase amounting therefore to 528,039 tons.

The following comparison will shew the business done upon the principal railways.

	Passengers Carried.		Increase.	Decrease.
	1876-77.	1875-76.		
Grand Trunk.....	2,028,214	1,972,535	55,679	.....
Great Western.....	1,203,961	1,133,667	70,294	.....
Intercolonial.....	613,428	574,930	38,498	.....
Canada Southern.....	199,067	144,938	54,139	338
Northern.....	252,362	252,700	.....	.....
Midland.....	112,306	108,827	3,479	.....
Toronto, Grey & Bruce.....	131,529	127,815	3,714	.....
Toronto & Nipissing.....	93,741	95,980	.....	2,239

The freight carried upon the same railways during the two years, was as follows:

	Tons.		Increase.	Decrease.
	1876-77.	1875-76.		
Grand Trunk.....	2,181,981	2,113,852	68,129	.....
Great Western.....	1,622,342	1,579,090	43,252	.....
Intercolonial.....	421,327	342,196	79,131	.....
Canada Southern.....	680,307	544,959	135,348	22,323
Northern.....	224,120	246,443	.....	2,557
Midland.....	128,987	131,574	.....	30,651
Toronto, Grey and Bruce.....	112,150	142,801	.....	1,979
Toronto and Nipissing.....	93,741	95,670	.....	.....

The traffic earnings of the railways in operation during the two years was as follows, there being an increase in mileage in 1877, of 417 miles.

	1876-77.		1875-76.		Increase.	Decrease.
	\$	cts.	\$	cts.		
Passengers.....	6,458,493	52	6,254,866	76	203,626	78
Freight.....	11,321,264	26	12,211,158	46	.....	889,894
Mails and express freight.....	744,741	46	703,994	01	40,747	45
Other sources.....	217,554	24	188,064	90	29,489	34
<b>Total.....</b>	<b>18,742,053</b>	<b>48</b>	<b>19,358,084</b>	<b>11</b>	.....	.....

Making a total decrease of \$616,030.63

The operating expenses of the railways was as follows :

	1876-77.	1875-76.	Increase.	Decrease.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.
Maintenance.....	3,226,765 76	3,813,668 27	.....	586,912 51
Working and repairs of engines.....	4,816,349 44	4,825,676 19	.....	9,332 75
do do cars.....	1,515,774 50	1,588,276 01	.....	72,511 51
General operating charges.....	5,731,201 78	5,575,080 94	156,120 84	.....
Total .....	15,290,091 48	15,802,721 41	.....	.....

Or a decrease of \$512,629.93.

	1876-77.	1875-76.
The gross receipts were.....	\$18,742,053 48	\$19,358,084 11
do expenses " .....	15,290,091 48	15,802,721 41

Making the profit on working \$ 3,451,962 00 \$ 3,555,362 70

or a falling off as regards net profit, of \$103,400 in the year ended 30th June, 1877, as compared with the previous year.

The percentage of the expenses to the earnings, was \$81.59 per cent in 1876-77, against \$81.63 per cent. in 1875-76.

The total bonded debt of the different companies is \$79,676,382.44, so that the above profit on working would pay a dividend of \$4.33 per cent. upon the bonded debt as against \$4.67 per cent. for the previous year.

This would, of course, absorb all the net earnings, leaving nothing for the share capital, or the sums advanced by the Governments and municipalities.

The gross earnings of the mileage in operation amounted to \$3,362 per mile in 1877, as against \$3,753 in the previous year.

The average operating expenses per mile was \$2,764, against \$3,064 in the year ended 30th June, 1876.

The number of persons killed and injured during the year ended 30th June, 1877, was as follows :

	Killed.	Injured.	Total.
Passengers.....	5	18	23
Employés....	45	257	302
Others.....	61	42	103
Total.....	111	317	428

Making an increase of two killed and thirteen injured as compared with the previous year.

The number of passengers carried during the year was 6,073,233 ; so that the

number killed amounted to one in every 1,214,646 carried; and the number injured to one in every 337,402 carried.

No change has been reported in the mileage or equipment of the different coal lines in Nova Scotia and Cape Breton.

The number of miles of railway under construction at 30th June, 1877, was 1,996½ against 2,142½ on 30th June, 1876. The decrease arises from the fact that a portion of the mileage included in the statement of railways under construction at 30th June, 1876, having been opened during 1876-77, is included in the statement of opened railways.

The amount expended by the Dominion Government, including the cost of the Intercolonial, Prince Edward Island, and Pacific Railways, and loans to Grand Trunk and other lines, and also the loans or bonuses by the local Governments to the railways throughout the country, was as follows:

Dominion Government.....	\$63,296,380 78
Ontario do .....	3,250,769 74
Quebec do .....	10,295,506 00
New Brunswick do .....	2,833,000 00
Nova Scotia.....	1,885,727 00
Total.....	<u>\$81,561,383 52</u>

The amount loaned to the Northern Railway of Canada included in last year's return has been paid off.

The aid granted to the railways by the municipalities throughout the different Provinces is as follows, viz:

In Ontario.....	\$ 6,968,853 78
Quebec.....	3,723,000 00
New Brunswick.....	296,500 00
Nova Scotia.....	275,000 00
Total.....	<u>\$11,263,353 78</u>

The total amount of Government and municipal aid to railways was \$92,824,737.30 or an increase, as compared with the year ended 30th June, 1876, of \$8,971,372.55.

I regret to say that, so far, it has been very difficult to get some of the railways to properly fill up the returns which are forwarded to them yearly for the purpose; and repeated applications for the necessary information to enable the annual statements to be compiled, are met with almost complete silence, and it is only by repeated and urgent letters that the inadequate information now obtained can, in many cases, be procured.

The consequence, of course, is that the information obtained is, to a certain extent, imperfect, and its value consequently diminished.

I have the honor to be, sir,

Your obedient servant,

(Signed) C. J. BRYDGES,

General Superintendent of Government Railways.

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**SUMMARY STATEMENTS.**

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No. 1.—SUMMARY STATEMENT of Capital,

Number.	NAME OF RAILWAY.	Mileage.	ORDINARY SHARE CAPITAL.		
			Authorized.	Subscribed.	Paid up.
			\$ cts.	\$ cts.	\$ cts.
1	Albert.....	51	1,900,000 00	.....	642,000 00
2	*Brockville and Ottawa .....	86½	500,000 00	495,600 00	495,600 00
3	Brantford, Norfolk and Port Burwell .....	34	200,000 00	30,000 00	30,000 00
4	Canada Central.....	105	7,000,000 00	835,000 00	40,900 00
5	Canada Southern .....	322½	15,100,000 00	15,100,000 00	15,100,000 00
6	Carillon and Grenville .....	13½	200,000 00	100,000 00	94,000 00
7	Cobourg, Peterboro' and Marmora.....	47	.....	.....	.....
8	Chatham Branch.....	9	.....	103,310 00	50,000 00
9	†European and North American .....	91½	2,000,000 00	860,000 00	550,000 00
10	Fredericton .....	23	600,000 00	321,160 00	321,160 00
11	Grand Trunk .....	1388½	65,635,700 00	53,469,000 00	53,403,668 65
	Atlantic and St. Lawrence .....	.....	.....	.....	5,000,000 00
	Buffalo and Lake Huron.....	.....	.....	.....	.....
	Chicago, Detroit and Canada G. T. Junction .....	.....	.....	.....	1,074,736 33
12	Great Western .....	866½	29,273,300 00	26,744,500 00	26,595,538 93
13	London and Port Stanley.....	.....	.....	.....	.....
14	Wellington, Grey and Bruce.....	.....	1,500,000 00	221,200 00	221,200 00
15	London, Huron and Bruce.....	.....	400,000 00	22,210 00	22,210 00
16	Hamilton and North Western.....	33	1,000,000 00	268,400 00	145,000 00
17	Intercolonial .....	744	.....	.....	.....
18	Kingston and Pembroke .....	47½	1,250,000 00	106,000 00	106,000 00
19	†Lévis and Kennebec .....	70	3,000,000 00	3,000,000 00	1,085,024 56
20	Massawippi Valley .....	34½	800,000 00	400,000 00	400,000 00
21	Montreal and Vermont Junction .....	23	.....	.....	.....
22	Midland .....	129	.....	.....	834,114 99
23	Montreal, Portland and Boston .....	32	2,000,000 00	974,800 00	974,800 00
24	New Brunswick .....	152	3,500,000 00	200,000 00	200,000 00
25	New Brunswick and Canada .....	120	2,283,000 00	.....	1,178,000 00
26	Northern .....	167½	.....	.....	425,000 00
27	†Port Dover and Lake Huron .....	63	250,000 00	100,000 00	80,000 00
28	Prince Edward Island .....	198½	.....	.....	.....
29	Petitcodiac and Elgin .....	14	200,000 00	15,000 00	8,000 00
30	Quebec Central .....	61	1,500,000 00	491,970 00	295,985 00
31	Quebec and Lake St. John .....	25½	5,000,000 00	211,400 00	112,210 00
32	St. Lawrence and Industry .....	12	48,000 00	42,100 00	42,100 00
33	St. Lawrence and Ottawa .....	59	2,710,090 80	.....	.....
34	Stanstead, Shefford and Chambly.....	43	.....	.....	.....
35	†South Eastern .....	65	2,000,000 00	1,318,160 00	833,251 00
36	Toronto and Nipissing .....	105½	3,000,000 00	197,100 00	193,350 00
37	Toronto, Grey and Bruce .....	191	1,000,000 00	813,800 00	773,085 00
38	Welland .....	16½	1,000,000 00	.....	798,712 03
39	Whitby and Port Perry.....	46½	300,000 00	158,986 14	110,080 33
40	Windsor and Annapolis .....	84	2,433,333 00	1,467,300 00	1,467,300 00
		5574½	.....	.....	113,702,126 82

Remarks:—\* Not able to give information. † From last year. ‡ Last year's return.



Mileage, &c., of Opened Railways.

REFERENCE SHARE CAPITAL.			BONDED DEBT.			Rate of Interest.	Number.
Authorized.	Subscribed.	Paid up.	Authorized.	Subscribed.	Paid up.		
\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	Per cent.	
			600,000 00			6	1
			848,000 00§	848,000 00	848,000 00	7	2
			1,330,000 00	1,330,000 00	1,330,000 00	5	3
			14,360,000 00	11,197,189 39	11,197,189 39	6	4
						7	5
						8	6
600,000 00	600,000 00	600,000 00	500,000 00	400,000 00	400,000 00	8	7
			2,000,172 00				8
			200,000 00	100,000 00	100,000 00	6	9
61,869,290 56	61,869,290 56	61,829,438 64	20,476,379 12	20,526,199 42	20,476,379 12		10
		2,555,000 00			3,484,000 00		11
					3,715,982 20		
					1,095,000 00		
	2,461,335 47	2,461,335 47	24,509,321 74		17,392,152 67		12
							13
			2,589,066 66	2,589,066 66	2,589,066 66	7	14
			912,646 00			6	15
							16
							17
			1,460,000 00	486,666 66	486,666 66		18
					400,000 00		19
							20
					2,237,172 56	6	21
							22
			2,500,000 00	1,722,000 00	1,722,000 00		23
610,000 00	610,000 00	610,000 00	170,000 00	170,000 00	170,000 00	6	24
		21,184 00			4,192,633 34	6	25
			375,000 00	306,900 00	167,900 00	7 & 8	26
							27
							28
							29
450,000 00	100,000 00	10,000 00	100,000 00	100,000 00	100,000 00		30
789,909 20	789,909 20	789,909 20	973,000 00	730,000 50	730,000 50	6	31
							32
			3,200,000 00	894,000 00	894,000 00	6	33
					769,000 00	7	34
			2,000,000 00		1,999,726 62	6	35
			973,333 33		957,273 33	6	36
			690,000 00	689,611 39	689,611 39	6	37
			2,068,333 00	1,532,628 00	1,532,628 00	6	38
							39
							40
		68,876,867 31			79,676,382 44		

§ Preference Extension Debentures.

No. 1.—SUMMARY STATEMENT of Capital

Number.	GOVERNMENT LOANS OR BONUSES.					MUNICIPAL.	
	Name of Government.	Loan.	Bonus.	Subscription to Shares or Bonds.	Paid up.	Loan.	Bonus.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.		\$ cts.
1	New Brunswick.....		455,000 00				70,000 00
2	Ontario.....		100,000 00		75,000 00		200,000 00
3	do.....		123,875 00				322,500 00
4	do.....		147,858 65		147,858 65		
5	do.....		18,000 00		18,000 00		
6	New Brunswick.....		32,000 00	24,000 00	32,000 00		
7	do.....		880,000 00	300,000 00	1,180,000 00		
8	do.....		230,000 00		230,000 00		80,000 00
9	Dominion.....	15,142,633 33			15,142,633 33		82,500 00
10	.....						
11	.....						
12	.....						
13	Ontario.....		241,276 00		241,276 00		682,000 00
14	do.....		178,630 00		178,630 08		311,500 00
15	do.....		406,500 00		67,000 00		719,000 00
16	Dominion.....		35,682,249 11		35,682,249 11		
17	Ontario.....		117,342 50		115,274 50		450,000 00
18	Quebec.....		360,000 00		108,300 00		
19	.....						
20	.....						
21	Ontario.....		98,000 00		98,350 20		140,870 85
22	Quebec.....		85,000 00		14,000 00		19,000 00
23	New Brunswick.....		76,000 00		76,000 00		23,000 00
24	do.....		575,000 00		575,000 00		47,500 00
25	Ontario.....		196,188 00		196,188 00		241,980 00
26	do.....		126,000 00		126,000 00		200,408 00
27	Dominion.....		3,403,367 84		3,403,367 84		
28	New Brunswick.....		70,000 00		70,000 00		13,000 00
29	Quebec.....		382,000 00				250,000 00
30	do.....		600,000 00		48,171 00		7,000 00
31	.....						
32	.....						
33	.....						
34	.....						
35	Quebec.....		443,000 00		168,350 00		6,000 00
36	Ontario.....		104,860 00		104,860 00		388,500 00
37	do.....		375,282 00				988,000 00
38	Dominion.....		2,656 00		377,938 00		
39	Ontario.....		94,957 59		94,957 59		222,094 93
40	Dominion.....		1,089,896 00		1,089,896 00		
	.....	15,142,633 33	46,694,938 69	324,000 00	59,659,300 30		5,455,853 78

Mileage, &c., of Opened Railways.—Continued.

LOAN OR BONUSES.		TOTAL CAPITAL.		FLOATING DEBT.		Total Cost of Railway and Rolling Stock.	Number.
Subscription to Shares or Bonds.	Paid up.	Subscribed.	Paid up.	Amount.	Rate of Interest.		
\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	Per cent.	\$ cts.	
			642,000 00	600,000 00	6	1,767,000 00	1
		1,343,600 00	1,343,600 00				2
		330,000 00	245,000 00	200,000 00		350,000 00	3
42,500 00	140,000 00		1,412,500 00				4
	42,500 00						5
	320,052 11	26,765,100 15	26,765,100 15	699,125 75		26,735,181 96	6
		100,000 00	94,000 00	16,000 00	7	110,000 00	7
120,000 00	102,000 00	1,120,000 00	1,120,000 00	62,000 00	8	1,400,042 00	8
		135,310 00	82,000 00			98,000 00	9
60,000 00	60,000 00	1,800,000 00	1,430,000 00				10
	80,000 00	731,160 00	731,160 00				11
	82,500 00	151,089,657 44	150,934,619 74	3,692,281 73		149,512,051 15	12
			8,484,000 00			8,484,000 00	13
			6,270,982 20			6,270,982 20	14
			2,169,736 33			2,169,736 33	15
			46,449,027 07			38,399,362 42	16
							17
	682,000 00	3,733,542 66	3,733,542 66	158,693 00		3,280,526 08	18
	307,494 20		508,334 28			1,401,841 37	19
100,000 00	165,000 00		377,000 00			850,570 57	20
			35,682,249 11			35,682,249 11	21
	450,000 00	673,342 50	671,274 50	46,000 00	8	802,620 89	22
62,000 00	62,000 00		1,679,991 22				23
			800,000 00			400,000 00	24
							25
15,000 00	140,870 85		3,310,508 60	424,360 00		3,957,588 50	26
	25,000 00	998,800 00	998,800 00				27
	23,000 00		2,021,000 00				28
	47,500 00		2,580,560 00	36,000 00	7	3,506,000 00	29
390,000 00	631,980 00		5,076,985 34	915,650 36			30
	198,043 78	833,308 00	571,943 78	146,885 20		718,828 98	31
			3,403,367 84			3,403,367 84	32
	13,000 00		91,000 00			83,000 00	33
	100,000 00	491,970 00	395,985 00			770,639 36	34
100,000 00	10,000 00	1,118,400 00	270,381 00			244,501 00	35
		42,100 00	42,100 00			64,016 00	36
		1,519,909 70	1,519,909 70	157,789 90		1,483,395 04	37
							38
578,000 00	428,000 00	3,249,160 00	1,893,601 00			1,320,000 00	39
	376,702 00		1,443,912 00	282,281 13		1,600,000 00	40
	969,561 44		4,120,311 06	44,818 28		4,167,129 34	41
			1,755,985 36			1,226,390 91	42
10,000 00	222,094 93		1,116,744 24	167,389 35		1,181,790 49	43
		4,089,624 00	4,089,824 00	198,341 00		3,799,989 00	44
1,477,600 00	5,689,299 31		326,328,976 18				45

## No. 2.—SUMMARY STATEMENT of Characteristics

No.	Name of Railway.	Total Length Laid.		Length of Siding.	Weight of Rails in lbs. per yard.	
		Iron Rails.	Steel Rails.	Miles.	Iron Rails.	Steel Rails.
					Lbs.	Lbs.
1	Albert .....	51		2	56	
2	Brockville and Ottawa.....	86½		3½	58, 60, 75	
3	Brantford, Norfolk and Port Burwell.....	34		4	56	
4	Canada Central.....	105		24	60	
5	Canada Southern.....	87½	235	25	60	60
6	Carillon and Grenville.....	13½			65	
7	Cobourg, Peterboro' and Marmora.....	47		3	56	
8	Chatham Branch.....	9		1		
9	European and North American.....	91½		2	56	
10	Fredericton.....	23		1½	56	
11	Grand Trunk.....	359¾	1,028¾	208¾	65	65
12	Great Western.....	113½	753	162½	66	66
13	London and Port Stanley.....					57½
14	Wellington, Grey and Bruce.....			14	50 to 66	57½
15	London, Huron and Bruce.....					
16	Hamilton and North Western.....	33		2	56	57½
17	Intercolonial.....	74	670	82½	56	
18	Kingston and Pembroke.....	47½		2½	50	
19	Lévis and Kennebec.....	70				56
20	Massawippi Valley.....	32½	2	1	56	
21	Montreal and Vermont Junction.....	23		1½	64	
22	Midland.....	129		16½	56	
23	Montreal, Portland and Boston.....	32		3	56	
24	New Brunswick.....	152		5	40	
25	New Brunswick and Canada.....	120		14	56	60
26	Northern.....	146¾	21	45	58	
27	Port Dover and Lake Huron.....	63			56	50
28	Prince Edward Island.....	192½	6	9¾	40	
29	Petitcodiac and Elgin.....	14		½	56	56
30	Quebec Central.....	47	14	3	56	
31	Quebec and Lake St. John.....	25½	Maple.			
32	St. Lawrence and Industry Village.....	12			56	
33	St. Lawrence and Ottawa.....	37	22	6¾	56	56, 60, 72
34	Stanstead, Stafford and Chambly.....	43		5	50	
35	South-Eastern.....	65			56	56
36	Toronto and Nippissing.....	95½	10	11¼	56	
37	Toronto, Grey and Bruce.....	191		16	40	64
38	Welland.....	161		3¾	56	
39	Whitby and Port Stanley.....	46		4	56	
40	Windsor and Annapolis.....	80½	3½	4½	50	
		2,783½	2,765½	688		
	Wood.....	25½				

of Roads and Rolling Stock, &c., of opened Railways.

No. of Engines.		No. of 1st Class Cars.		No. of 2nd Class and Emigration Cars.		No. of Baggage, Mail and Express Cars.		No. of Cattle, Box and Freight Cars.		No. of Platform Cars.		Number.
Owued.	Hired.	Owued.	Hired.	Owued.	Hired.	Owued.	Hired.	Owued.	Hired.	Owued.	Hired.	
3		3				1		25		21		1
10		4		1		2		26		143		2
3												3
3		3		3		2		17		22		4
33	7	19		16		15		1,033	752	231		5
4		2		4		2		2		3		6
5		3		1		1		1		50		7
1		1		1								8
6		5				1	1	15		95		9
2		3		2				6	11	11		10
434		163	30	111		84		5,457	800	2,116		11
*216		*98		*61		*43		*3,594		*1,255		12
												13
												14
												15
3	1	4				2		13		16		16
102		46		34		30		814		1,028		17
2		1				1		1		30		18
												19
												20
10		9		8				64		245		21
	1		1				1	5		20		22
9		6				5		33		40		23
11		4		9		2		21		112		24
33		19		6		11		221		564		25
3		4				1		5		21		26
18		14		9		5		150		104		27
1		1				1						28
3		2				2		25		50		29
3				4				1		50		30
2		2		2		1		5		12		31
10		11		6		5		61		45		32
	2		2				2					33
5	3	4	2			2		10	20	30		34
12		4				3		98		193		35
20		7		8		3		216		236		36
3		12				6		120		13		37
3		3		1		5		37		69		38
4		3		1		2				92		39
10		6		6		2		53				40
881	14	462	35	294		237	4	12,129	1,583	6,917		

\* From last year's Report.

No. 2.—SUMMARY STATEMENT of Characteristics of

No.	No. of Coal Cars.		No. of Ties per mile.	Nature of Road Fastenings.	No. of Grain Elevators.	No. of Level Road Crossings.	
	Owned.	Hired.				Guarded by Watchmen.	Not Guarded.
1			2,240	Fish plates			91
2			2,200	do and chairs	1		60
3			2,200	do with bolts		1	106
4			2,600	Fish bar and chairs			301
5			2,800	do with bolts and washers			7
6			1,700	Fish plates and chair		1	31
7	150	Ore.	2,650	do do		1	6
8							
9			2,200	Fish with 4 bolts			11
10			2,640	Fish plates			1,166
11			2,600	do bolts and chairs	4	34	502
12			2,640	Fished and chair	2	24	
13							190
14			2,640	Fish joint		3	60
15			2640 & 3168	do			80
16			2,510	Fish plates and bolts		2	
17	900		2,500	do and scabbards		2	2,147
18			2,640	do		1	33
19							
20			2,500	Tremble splices and fish bars			25
21			2,600	Fish joints			51
22			2,112	Fish plates and chairs			
23			2,640	do			
24			2,300	do			60
25			2,600	do chairs			474
26			2,400	do	2		60
27			2,640	do	1		120
28			2,200	do			14
29			2,240	Chair			14
30			2,640	Fish plates			
31							5
32			2,500	do			
33			2,640	do Ibbottson scabbard and iron chairs	1	1	66
34			2,400	Wrought chairs and fish joints			42
35			2,200	Fish plates			60
36			2,112	do			80
37			2,112	do			
38			2,650	do and chairs	2		30
39			2,500	do and bolts			51
40			2,640	do			69
	1,050				13	70	6,001

Roads and Rolling Stock, &c., of opened Railways.—*Concluded.*

No. of Over-head Bridges.	Height of Overhead Bridges above Rail Level.	No. of Level Crossings of other Railways.	No. of Junctions with other Railways.	No. of Junctions with Branch Lines.	Radius of Sharpest Curve.	No. of Feet per Mile of Heaviest Gradients.	Gauge of Railway.	No.
	Feet. in.				Feet.	Feet.	Ft. in.	
1	17 6		1	2		76	4 8½	1
3			2	1	1,146	52½ <sup>10</sup>	5 6	2
3	16 6	1	2		955	60	4 8½	3
10	19	10	11	2	1,432	54	5 6	4
1	16				1,432	75	4 8½	5
		1	2		1,910	100	5 6	6
					573	96	5 6	7
2	16 6	1	1	1		55	4 8½	8
108	18 to 28	22	45	11	1,100	52½ <sup>10</sup>	4 8½	9
118	18	18	14	14	1,146	70	4 8½	10
4	18	2	2	1	1,146	70	4 8½	11
1	18	1	2		1,375	41½	4 8½	12
6	18	3	3		1,146	82	4 8½	13
27	{ *16 †35 }		6	16	694	65	4 8½	14
		1	1		955	79	4 8½	15
2	{ 15 2 19 }				955	80	4 8½	16
6	18 6	2	2	1	600	65	4 8½	17
1		3	3		600	65	4 8½	18
1		2	2		1,433	52	4 8½	19
1	25			2	462	85	3 6	20
10	18	1	1	3	1,910	60	5 6	21
1	18	5	5		1,146	63	3 6	22
	18	5	5		722	70	5 6	23
				2	400	74	4 8½	24
			1		1,000	80	3 6	25
			3			76	4 8½	26
		1					4 8½	27
							4 8½	28
8	16		1	1	1,146	52½ <sup>10</sup>	4 8½	29
1	21		3		819	60	4 8½	30
9		1				125	4 8½	31
7		2	2		600	106	3 6	32
4	17	2	1	1	462	110	3 6	33
	17	3	4		1,930	81	4 8½	34
1	32	1	2		1,433	105	4 8½	35
334			1		699	75½	4 8½	36
		81	126	58				37
								38
								39
								40

Lowest.

† Highest.

‡ Return not received.

No. 3.—SUMMARY STATEMENT of the

No.	Name of Railway.	Mileage.	Train Mileage.				Engine Mileage.
			Passenger Trains.	Freight Trains.	Mixed Trains.	Total Train Mileage.	
1	Albert.....	51					
2	Brockville and Ottawa.....	86½	96,642	82,497	54,751	233,890	
3	Brantford, Norfolk and Pt. Burwell	34					
4	Canada Central.....	105	58,791	24,372	30,149	113,312	113,312
5	Canada Southern.....	321½	540,839	813,378	42,403	1,396,620	1,668,092
6	Carillon and Grenville.....	13½	11,530	1,700		13,230	13,350
7	Cobourg, Peterboro', and Marmora	47		2,000	10,833	12,833	13,433
8	Chatham Branch.....	9	9,500		12,000	21,500	
9	European and North American.....	91½					
10	Fredericton.....	23			35,546	35,546	36,950
11	Grand Trunk.....	1388½	1,977,879	5,643,509	833,322	8,454,710	10,949,785
12	Great Western.....	866½	1,380,316	1,966,548		3,346,864	4,146,743
13	London and Port Stanley.....						
14	Wellington, Grey and Bruce.....		229,922	131,190		361,112	410,616
15	London, Huron and Bruce.....		57,463	50,473		107,936	115,000
16	Hamilton and North Western.....	33	63,389	2,515		65,904	131,331
17	Intercolonial.....	744	783,535	990,086		1,773,621	2,176,701
18	Kingston and Pembroke.....	47½			29,068	29,068	29,068
19	Lévis and Kennebec.....	*70					
20	Massawippi Valley.....	34½	41,639	31,693		73,332	73,332
21	Montreal and Vermont Junction.....	23	40,116	89,100	3,791	133,007	
22	Midland.....	129	186,715	29,445	31,505	247,665	266,450
23	Montreal, Portland and Boston.....	32					
24	New Brunswick.....	152					
25	New Brunswick and Canada.....	120	12,100	63,620	71,005	146,725	154,270
26	Northern.....	167½	205,973	198,759	123,616	528,348	639,460
27	Port Dover and Lake Huron.....	63					
28	Prince Edward's Island.....	198½	20,340	149,985	22,412	192,737	243,494
29	Petitcodiac and Elgin.....	14			9,044	9,044	9,044
30	Quebec Central.....	61		2,210	26,605	28,815	28,815
31	Quebec and Lake St. John.....	25½					
32	St. Lawrence and Industry Village	12					
33	St. Lawrence and Ottawa.....	59	90,060	15,622	34,430	140,112	184,091
34	Stanstead, Shefford and Chambly...	43	45,990	47,938	10,824	104,752	
35	South Eastern.....	65	64,248	21,827	2,659	88,734	
36	Toronto and Nipissing.....	105½	258,734	935,803		1,194,537	194,312
37	Toronto, Grey and Bruce.....	191		89,616	255,994	345,610	412,381
38	Welland.....	16½	31,500	13,091	540	45,131	985
39	Whitby and Port Perry.....	46		6,540	35,080	41,620	43,430
40	Windsor and Annapolis.....	129	64,759		99,739	164,498	177,915
		5574½	6,271,980	11,403,517	1,775,316	19,450,813	22,231,840



Operations of the Year and Mileage.

Total Number of Passengers carried.	Tons of Freight of 2,000 lbs. handled.	Average rate of Speed of Passenger Trains. Miles.	Average rate of Speed of Freight Trains. Miles.	Average Weight of Passenger Trains in motion. Tons.	Average Weight of Freight Trains in motion. Tons.	No.	Remarks.
51,860	85,505	20	14			1	Not reported.
80,170	34,666	22	15			2	
199,067	680,307	32	15	144	366	3	do
33,348	1,593	25	18			4	
1,693	35,046	15	12			5	
45,934	47,668	20	16			6	
23,956	8,770	25	12			7	
2,028,214	2,181,981	20	20			8	
1,203,961	1,622,342	24	12	170	380	9	
443,606	154,015	24	14	150	520	10	
123,214	41,207	21	12	85	330	11	do
68,586	61,965	18	10	85	400	12	
613,428	421,327	20	15			13	
6,676	12,140			140	190	14	
62,708	402,169	14				15	do
112,306	128,987	24	9½			16	
22,786	37,825	16	14			17	
33,416	121,327	18	18			18	
262,362	224,120	22	14			19	
93,478	41,039	20	10	65	360	20	
2,500	9,094	25 to 28	15 to 16			21	do
3,247	16,565	16½	12			22	
9,073	5,000	15	15	107	107	23	
63,837	44,933	15	10			24	
45,831	45,378	10	12			25	
35,906	21,065	22	12			26	Not in operation
96,081	93,741	20	12	60	275	27	
131,529	112,150	20	12	95	365	28	
63,033	66,575	20	16	125	400	29	
29,654	46,221	22	15			30	
91,773	55,075	22	14	100	200	31	
6,073,233	6,859,796					32	
						33	
						34	
						35	
						36	
						37	
						38	
						39	
						40	

## No. 4.—SUMMARY STATEMENT OF

Number.	Name of Railway.	Mileage.	Flour.		Grain.	
			Barrels.	Tons.	Bushels.	Tons.
1	Albert .....	51				
2	Brockville and Ottawa .....	86½		2,054		3,250
3	Brantford, Norfolk and Port Burwell.....	34				
4	Canada Central .....	105	15,892	1,480	98,242	2,727
5	Canada Southern.....	32½		47,621		235,114
6	Carillon and Grenville .....	13½				
7	Cobourg, Peterboro' and Marmora .....	47	1,615	177	2,600	78
8	Chatham Branch .....	9				
9	European and North American .....	91½				
10	Fredericton .....	23	24,410	2,685	1,500	30
11	Grand Trunk .....	1,388½				
12	Great Western .....	866½	1,469,170	146,917	11,955,840	298,896
13	London and Port Stanley.....					
14	Wellington, Grey and Bruce .....		84,000	8,400	858,000	21,450
15	London, Huron and Bruce .....		10,490	1,049	227,960	5,699
16	Hamilton and North Western.....	33				1,090
17	Intercolonial.....	744	254,710	25,471	292,852	5,109
18	Kingston and Pembroke.....	47½				130
19	Lévis and Kennebec.....	70½				
20	Massawippi Valley.....	34½				
21	Montreal and Vermont Junction .....	23				
22	Midland.....	129	72,352	7,835	1,008,761	27,852
23	Montreal, Portland and Boston .....	32				
24	New Brunswick .....	152				
25	New Brunswick and Canada .....	120	33,750	3,375	43,500	1,305
26	Northern .....	167½	106,890	11,544	1,153,737	31,084
27	Port Dover and Lake Huron.....	63				
28	Prince Edward Island.....	198½	29,437	2,945	630,822	10,749
29	Petitcodiac and Elgin .....	14	1,520	102	900	15
30	Quebec Central .....	61				
31	Quebec and Lake St. John .....	25½				
32	St. Lawrence and Industry .....	12				
33	St. Lawrence and Ottawa .....	59		532		6,800
34	Stanstead, Shefford and Chambly .....	43				
35	South Eastern .....	65				
36	Toronto and Nipissing .....	105½	36,975	3,697	340,989	10,230
37	Toronto, Grey and Bruce .....	191	73,861	7,386	746,034	18,650
38	Welland .....	16½	34,516	3,835	1,413,235	40,378
39	Whitby and Port Perry .....	46	11,150	1,205	433,888	10,704
40	Windsor and Annapolis .....	84				
		5574½				

Description of Freight carried.

Live Stock.		Lumber of all kinds except Firewood.		Firewood.		Manu- factured Goods.	All other Articles.	Total Weight carried.	No.
Number.	Tons.	Feet.	Tons.	Cords.	Tons.	Tons.	Tons.	Tons.	
	730		53,571			18,372	7,528	85,505	1
450	330	3,418,696	11,663				18,466	34,666	2
	74,494		93,102		2,653		227,323	680,307	3
							1,593	1,593	4
		19,522,000	29,283	1,200	2,100		3,408	35,046	5
									6
75	42	533,000	533	1,000	1,440	4,040	47,668	47,668	7
412,647	71,104		195,592	4,167	6,413	3,852	2,181,981	2,181,981	8
68,812	10,129	2,265,000	45,300	2,139	3,292	1,876	63,568	154,015	9
14,417	2,315	303,400	6,068	4,777	7,350	959	17,767	41,207	10
	450		5,268		7,201		47,726	61,965	11
37,414	6,371	58,096,475	72,620	1,496	2,618	43,308	265,830	421,327	12
		3,808,000	5,440	3,168	5,280	300	990	12,140	13
									14
							42,815	42,815	15
							402,169	402,169	16
	950	37,983,765	52,197	5,521	9,200	3,279	27,674	128,987	17
									18
							37,825	37,825	19
10,853	1,250		49,730		4,936	11,870	48,861	121,327	20
	2,509		134,444		6,969	4,048	33,520	224,120	21
1,823	469	4,083,320	8,315	837	1,351	7,031	10,179	41,039	22
		7,048,000	8,480	12	20	72	405	9,094	23
		875,000	1,250	1,014	1,690		13,625	16,565	24
									25
	935		12,987				5,000	5,000	26
							4,787	44,933	27
							45,378	45,378	28
214	1,070	7,891,614	13,810	23,469	41,060	8,702	15,171	93,741	29
22,344	7,448	3,379,250	11,260	20,013	36,117	17,127	14,162	112,150	30
			180			2,652	19,530	66,575	31
1,677	1,048	18,096,822	22,620	3,318	5,475	1,322	3,847	46,221	32
							55,075	55,075	33
									34
									35
									36
									37
									38
									39
									40

No. 5.—STATEMENT of Passenger Fares per mile.

No.	Name of Railway.	Mileage.	Through Passengers.		Way Passengers.		Immigrants.		Remarks.
			1st class, per mile.	2nd class, per mile.	1st class, per mile.	2nd class, per mile.	Through, per mile.	Way, per mile.	
1	Albert.....	51							
2	Brockville and Ottawa.....	86½	3½		3½	2		1	
3	Brantford, Norfolk and Port Burwell.....	34							
4	Canada Central.....	105	3½	2	3½	2		1½	
5	Canada Southern.....	327½	2½	1-75	3			0-50	
6	Carillon and Grenville.....	13½							
7	Cobourg, Peterboro' and Marmora.....	47	3	1½	2½	1½			
8	Chatham Branch.....	9	2½		3				
9	European and North American.....	91½	2½	1½	4				
10	Fredericton.....	23	3						
11	Grand Trunk.....	1,388½							
12	Great Western.....	866½	1-00		2-00			0-88	
13	London and Port Stanley.....								
14	Wellington, Grey and Bruce.....		1-75		2-25				
15	London, Huron and Bruce.....		1-00		2-00				
16	Hamilton and North-Western.....	33	2	1½	3	2		1½	
17	Intercolonial.....	744							
18	Kingston and Pembroke.....	47½							
19	Levis and Kennebec.....	70							
20	Massawippi Valley.....	34½							
21	Montreal and Vermont Junction.....	23	3	2½ to 3	2½ to 5	2½ to 3		2 to 3	
22	Midland.....	129	4		3				
23	Montreal, Portland and Boston.....	32							
24	New Brunswick.....	152							
25	New Brunswick and Canada.....	120	3						
26	Northern.....	187½	2		3½			1½	
27	Port Dover and Lake Huron.....	63			3				2

28 Prince Edward Island.....	199½	3	2	3	2	1	.....
29 Peitcodiac and Elgin.....	14	3	.....	3	.....	.....	.....
30 Quebec Central.....	61	.....	.....	3½	.....	.....	.....
31 Quebec and Lake St. John.....	25½	.....	.....	.....	.....	.....	.....
32 St. Lawrence and Industry Village.....	12	4	3	.....	.....	.....	.....
33 St. Lawrence and Ottawa.....	59	3	2	3½	2½	1	.....
34 Stanstead, Sheford and Chambly.....	43	3½	.....	3½	.....	.....	.....
35 South-Eastern.....	65	3	2½	4	.....	.....	.....
36 Toronto and Nipissing.....	105½	96.081	.....	.....	.....	.....	.....
37 Toronto, Gray and Bruce.....	191	3	.....	.....	.....	.....	.....
38 Welland.....	16½	3½	.....	.....	.....	.....	.....
39 Whitby and Port Perry.....	46	2½	.....	.....	.....	.....	.....
40 Windsor and Annapolis.....	84	270	1.00	3	2	.....	.....
	557¼						

No. 6.—SUMMARY STATEMENT OF Earnings.

Number.	Name of Railway.	Mileage.	Passenger Traffic.	Freight Traffic.	Mails and Express Freight.	Other Sources.	Total.
			\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
1	Albert .....	51	57,460 59	145,991 25	5,203 46	1,555 70	210,211 00
2	Brockville and Ottawa .....	86½				666 81	146,767 00
3	Branford, Norfolk and Port Burwell .....	34	87,911 12	50,428 75	7,760 41	4,978 50	1,103,117 96
4	Canada Central .....	105	360,965 65	712,266 46	24,917 35		13,904 21
5	Canada Southern .....	321½	10,661 81	2,624 40	618 00		25,777 07
6	Carillon and Grenville .....	13½	846 25	24,930 82			3,982 78
7	Cobourg, Peterboro' and Marmora .....	47	3,106 26	41,260 70	876 52		98,443 86
8	Chatham Branch .....	9	50,871 44	8,019 71	6,311 72		21,523 14
9	European and North American .....	91½	12,036 56	5,551,364 41	1,466 84		8,715,991 55
10	Fredericton .....	23	2,665,685 35	2,178,568 70	368,240 12	130,701 67	3,757,762 55
11	Grand Trunk .....	1,388½	1,454,982 63		110,297 15	13,914 17	
12	Great Western .....	866½					
13	London and Port Stanley .....		164,365 89	139,491 04	14,560 14		318,417 07
14	Wellington, Grey and Bruce .....		51,603 54	46,944 45	571 66		99,119 65
15	London, Huron and Bruce .....		35,193 31	50,539 27	2,494 16	3,608 83	91,894 57
16	Hamilton and North Western .....	33	460,368 15	607,564 99	86,512 21		1,154,445 35
17	Intercolonial .....	744	6,558 12	12,117 81	756 00	149 32	19,575 28
18	Kingston and Pembroke .....	47½					
19	Lévis and Kennebec .....	70*	51,991 19	75,227 89	1,853 76	1,117 61	130,190 45
20	Massawippi Valley .....	34½	45,669 47	111,167 06	6,498 73	140 68	163,475 94
21	Montreal and Vermont Junction .....	23	84,759 16	181,337 00	6,858 80		272,954 96
22	Midland .....	129	6,252 72	1,950 80	625 82		8,829 34
23	Montreal, Portland and Boston .....	32	34,323 44	59,843 61		559 80	94,726 85
24	New Brunswick .....	152	126,050 11		12,403 89		171,610 41
25	New Brunswick and Canada .....	120	31,874 51	450,855 09	19,686 54	25,741 36	734,231 04
26	Northern .....	167½	237,948 05				
27	Port Dover and Lake Huron .....	63	60,357 41	63,213 43	6,511 07	483 01	130,664 92
28	Prince Edward Island .....	184½	785 10	4,194 49	214 51		5,794 10
29	Petitcodiac and Elgin .....	14					
30	Quebec Central .....	61	3,685 97	18,660 99	795 15	1,194 82	25,080 93

31	Quebec and Lake St. John	13	3,563 78	5,124 46	13,136 13	302 60	10,368 84
32	St. Lawrence and Industry Village	69	90,417 89	70,115 82	3,100 00	10,337 74	173,669 84
33	St. Lawrence and Ottawa	43	27,967 17	56,721 48			101,116 39
34	Stanstead, Shefford and Chambly	65	40,875 36	31,282 60		95 00	72,252 95
35	South Eastern	105½	71,344 55	113,049 70		1,780 71	196,608 57
36	Toronto and Nipissing	191	121,511 22	209,038 98			349,416 11
37	Toronto, Grey and Bruce	16½	20,996 92	40,189 03		14,286 30	77,809 25
38	Welland	46	16,589 94	39,031 20		2,065 71	58,777 65
39	Whitby and Port Perry	84	84,664 00	87,960 00		1,841 00	183,612 00
40	Windsor and Annapolis	5,574½	6,458,493 52	11,321,264 26	744,741 46	217,554 24	18,742,053 48

No. 7.—SUMMARY Statement of Operating Expenses.

No.	Name of Railway.	Mileage.	Maintenance of Line, Buildings, &c.	Working and Repairs of Engines.	Working and Repairs of Cars.	General Operating Charges.	Total.	Remarks.
			\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	
1	Albert.....	51	31,774 68	34,640 60	5,696 75	47,114 92	118,126 95	Statement not given.
2	Brookville and Ottawa.....	86½						Statement not received.
3	Branford, Norfolk and Port Burwell.....	34						
4	Canada Central.....	165	39,860 19	18,146 90	3,308 04	42,668 82	103,983 95	
5	Canada Southern.....	321½	134,114 95	274,849 37	95,449 49	508,569 81	1,012,983 62	
6	Carillon and Grenville.....	13½	4,993 10	2,416 33	450 09	4,412 01	12,271 53	
7	Cobourg, Peterboro' and Marmora.....	47	3,959 17	6,391 13	650 00	9,325 37	20,335 67	
8	Chatham Branch.....	9	3,450 00	4,420 00		1,000 00	8,870 60	For 10 months.
9	European and North American.....	91½	17,144 27	22,759 49	10,180 66	12,443 03	62,627 45	
10	Fredericton.....	23	3,236 67	4,871 07	335 77	7,292 23	15,735 74	
11	Grand Trunk.....	1,388½	942,822 57	2,531,623 36	719,378 43	2,527,566 51	6,721,390 87	Return not received.
12	Great Western.....	866½	594,031 79	788,898 80	296,982 88	1,287,065 24	2,967,001 71	
13	London and Port Stanley.....		165,779 51	78,107 33	16,324 19	58,680 02	318,891 05	
14	Wellington, Grey and Bruce.....		31,474 81	21,680 53	5,445 61	18,202 62	76,803 57	
15	London, Huron and Bruce.....					10,904 45	10,904 45	
16	Hamilton and North Western.....	33				426,678 62	1,661,673 55	
17	Intercolonial.....	744	584,280 84	442,895 26	207,818 83	5,009 45	22,633 03	
18	Kingston and Pembroke.....	47½	8,519 42	8,228 24	875 92			Return not received.
19	Levis and Kennebec.....	*70						
20	Massawippi Valley.....	34½	29,155 51	24,428 28	7,533 90	17,434 80	78,552 49	
21	Montreal and Vermont Junction.....	23	33,571 24	31,470 19	27,219 98	21,649 91	113,911 32	
22	Mt. Ida.....	129	66,194 58	65,988 16		41,152 64	173,335 38	
23	Montreal, Portland and Boston.....	32						Statement not given.
24	New Brunswick.....	152						
25	New Brunswick and Canada.....	120	41,577 00	38,926 81	9,580 95	81,126 36	81,126 36	
26	Northern.....	1,673	111,054 30	92,574 78	26,701 15	262,871 26	433,181 49	Return not received.
27	Port Dover and Lake Huron.....	63						
28	Prince Edward Island.....	1,984	59,440 13	55,951 97	21,966 95	96,121 66	233,595 23	



	14	1,455 97	2,045 42	40 00	1,604 21	5,145 70
	61	9,824 16	4,169 30	3,403 25	3,362 32	20,689 02
	25½ (wood)	4,173 46	2,332 04	152 32	2,802 34	9,460 16
	59	27,983 69	39,006 61	6,896 07	45,867 28	112,557 58
	43	34,624 86	21,226 29	4,838 10	12,394 48	75,141 70
	65	34,079 82	19,775 25	6,985 41	19,903 91	78,597 08
	105½	31,465 35	45,777 02	13,271 58	45,222 51	129,450 29
	191	51,119 83	68,541 99	14,999 07	93,610 76	226,544 16
	16½	12,740 95	14,999 07	5,190 61	22,259 65	55,190 28
	46½	9,847 95	10,496 65	1,875 16	13,561 22	35,780 98
	84	74,032 00	37,866 00	11,903 00	40,987 00	164,778 00
	5,574½	3,226,765 76	4,816,349 44	1,515,774 50	5,731,201 78	15,200,091 48
29 Petteodiac and Highn.....						
30 Quebec Central.....						
31 Quebec and Lake St. John.....						
32 St. Lawrence and Industry Village.....						
33 St. Lawrence and Ottawa.....						
34 Stanstead, Shefford and Chambly.....						
35 South Eastern.....						
36 Toronto and Nipissing.....						
37 Toronto, Grey and Bruce.....						
38 Welland.....						
39 Winby and Fort Perry.....						
40 Windsor and Annapolis.....						

No. 8.—SUMMARY

No.	Name of Railway.	Mileage.	Passengers, Employees or Others.	Fell from cars or engines.		Jumping on or off trains or en- gines when in motion.		Walking, stand- ing, lying, or being on track.	
				Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
1	Albert .....	51							
2	Brockville and Ottawa .....	86½	{ Employee.....					1	
3	Brantford, Norfolk and Port Burwell .....	34	{ Other.....						
4	Canada Central .....	105							
5	Canada Southern.....	32½	{ Employees.....	2			1	5	
6	Carillon and Grenville .....	13½	{ Others.....						
7	Cobourg, Peterboro' and Marmora.....	47							
8	Chatham Branch.....	9							
9	European and North American.....	91½	Employees.....						
10	Fredericton .....								
11	Grand Trunk.....	1,388½	{ Passengers.....		2		4	7	16
			{ Employees.....	7	26	2	12	26	17
			{ Others.....	1	1	4			
12	Great Western.....	866½	{ Passengers.....				2		5
			{ Employees.....	3	1		3	8	6
			{ Others.....	1					
13	London and Port Stanley.....						1		
14	Wellington, Grey and Bruce .....		{ Passengers.....						
			{ Employees.....		1			1	1
			{ Others.....						
15	London, Huron and Bruce.....		Employees.....	1	1			1	
16	Hamilton and North Western.....	33						1	
17	Intercolonial .....	744	{ Passengers.....	1			2	2	
			{ Employees.....		6		1	5	6
			{ Others.....				2		
18	Kingston and Pembroke.....	47½	Passengers.....		1				
19	Lévis and Kenebec.....	70							
20	Massawippi Valley.....	34½							
21	Montreal and Vermont Junction .....	23							
22	Midland.....	129							
23	Montreal, Portland and Boston.....	32							
24	New Brunswick.....	152	{ Employees.....		1			1	
			{ Others.....						1
25	New Brunswick and Canada.....	120	Others.....				1		
26	Northern.....	167½	{ Passengers.....				1		
			{ Employees.....		2			1	
			{ Others.....				1		
27	Port Dover and Huron.....	63	{ Passengers.....						1
			{ Employees.....						
			{ Others.....				1		
28	Prince Edward Island.....	198½							
29	Petitcodiac and Elgin.....	14							
30	Quebec Central.....	61							
31	Quebec and Lake St. John.....	25½	(Wood)						
32	St. Lawrence and Industry Village.....	12							
33	St. Lawrence and Ottawa.....	59							
34	Stanstead, Shefford and Chambly.....	43							
35	South Eastern.....	65	Employee.....						
36	Toronto and Nipissing.....	105½							
37	Toronto, Grey and Bruce.....	191	{ Passenger.....				1		
			{ Employees.....					2	
			{ Others.....						
38	Welland.....	16½							
39	Whitby and Port Ferry.....	46							
40	Windsor and Annapolis.....	84	Passengers.....			1			
		5,574½		16	40	9	35	61	53

OF ACCIDENTS.

At work or near track, making up trains.	Killed.		Putting arms or head out of window.		Coupling cars.		Collision or by trains thrown from track.		Explosions.		Striking bridges.		Other causes.		Total.		Remarks.	No.
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.		
						1									1	1		1
															1			2
		1				1	2	1							4	4		3
								1							6			4
																		5
																		6
														3		3		7
																		8
		19		1	5	79		3			2		1	2	1	9		9
				1										44	23	201		10
		1	1					1					1	1	33	22		11
						3	4	2							1	2		12
											1				8	15		13
															10	6		14
																1		15
						6	1	4		1					1	1		16
															1	1		17
															1	1		18
															1	1		19
															2	2		20
		1				1	6		1			1		4	15			21
														5	8			22
															1			23
																		24
																	2	25
																2		26
															1			27
								1							1	1		28
															1	1		29
								1									1	30
																		31
																		32
								1							1			33
																		34
																		35
																		36
																1		37
																2		38
																	1	39
4	23														1			40
						7	99	9	12		1	2		2	50	111	317	

Return not received.

No. 9.—LINES of Railway owned by Coal Mines.

Name.	Length of Railway.	Gauge.	Number of Engines.	Number of Waggon.	Remarks.
<b>NOVA SCOTIA.</b>					
	Miles.	Ft. in.			
Albion Mines .....	9	4 8½	5	404	* Main Line. * Branches.
Intercolonial .....	9¾	{ 5 6* 4 8½* }	3	93	
Nova Scotia Coal Company .....	6½		5 6	2	
Vale Colliery .....	7¾	4 8½	2		
Acadia .....	4	4 8½	1		
Spring Hill .....	6	4 8½	1		
	42¾		14	575	
Gauge. Miles- 5 ft. 6 in. 13½ 4 ft. 8½ in. 29½ Total .. 42¾					
<b>CAPE BRETON.</b>					
Campbellton .....	2½	3 6	1	45	
Glace Bay .....	1½	2 8½	1	134	
Glasgow and Cape Breton .....	19	3 0	4		
Sydney and Louisburg .....	21	3 0		204	
Gowrie .....	1½	3 7½	1	80	
International .....	14	4 8½	3	140	
Lingan .....	1	3 6	1	100	
Sydney .....	4	4 8½	4	170	
Victoria .....	4	4 8½			
	68½		15	873	
Gauge. Miles- 2 ft. 8½ in. 1½ 3 ft. 0 in. 40 3 ft. 6 in. 3½ 3 ft. 7½ in. 1½ 4 ft. 8½ in. 22 Total .. 68½					

No. 10.—SUMMARY STATEMENT OF CAPITAL AND MILEAGE OF RAILWAYS UNDER CONSTRUCTION.

Number.	Name of Railway.	Mileage.	Gauge.	Ordinary Share Capital.			Bonded Debt.		Rate of Interest.
				Authorized.	Subscribed.	Paid up.	Authorized.	Subscribed.	
			ft. in.	\$	\$	\$	\$	\$	per cent.
1	*Branford, Norfolk and Port Burwell.....	16	4 8½						
2	Canada Central .....	85½	5 6						
3	†Credit Valley.....	152	4 8½						
4	Grand Junction.....	66	4 8½	1,000,000	108,200	45,000			
5	*Hamilton and North-Western.....	140½	4 8½	1,250,000	263,000	161,000	1,250,000		
6	Halifax & Cape Breton Railway and Coal Co.	79½	4 8½						
7	*Kingston and Pembroke.....	92½	4 8½	1,000,000	126,000	46,000			
8	Lake Champlain and St. Lawrence .....	100	3 6						
9	†Levis and Kennebec.....	45	4 8½	2,000,000	974,800				
10	Montreal and Ottawa Junction.....	81½	4 8½						
11	*Montreal, Portland and Boston .....	24	4 8½	1,275,000	1,000,000	12,750	1,275,000	1,065,000	6
12	Nova Scotia, Nictau and Atlantic Central. ...	73	4 8½						
13	*Quebec Central.....	48½	4 8½						
14	Quebec, Montreal, Ottawa and Occidental Railway.....	326½	4 8½						
15	*Quebec and Lake St. John .....	11	4 8½						
16	Spring Hill and Parrsboro'.....	27	4 8½	1,000,000	366,300	366,300	1,000,000		
17	St. Francis, Megantic and International.....	27½	4 8½	1,500,000		650,000			
18	St. Martins and Upham.....	29½	4 8½	250,000	20,000	12,000			
19	Western Counties.....	85	4 8½		1,000,000	500,800	1,362,666		
20	Stratford and Huron.....	27	4 8½	200,000	198,500	154,800	324,000	202,000	6
21	Grand Southern Railway .....	82	4 8½	2,000,000	20,400	1,284	820,000		6
22	Canadian Pacific Railway .....								
23	Pembina Branch.....	85	4 8½						
24	Georgian Bay Branch.....	292	4 8½						
	Total.....	1,996½				1,999,874		202,000	

\* See opened Railways, | No Return.

No. 10.—SUMMARY STATEMENT of Capital and Mileage of Railways under Construction.—*Concluded.*

Number.	Government Loans and Bonuses.				Municipal Loans and Bonuses.			Total Capital.			Floating Debt.	
	Name of Government.	Loan.	Bonus.	Subscription to Shares or Bonds.	Loan.	Bonus.	Subscription to Shares or Bonds.	Subscribed.	Paid up.	Amount.	Rate of Interest.	
		\$	\$ cts.	\$	\$	\$	\$	\$	\$ cts.	\$ cts.	per cent.	
1	Ontario		32,000 00									
2	Ontario		304,000 00	760,000					190,000 00			
3	do		168,000 00	288,000					450,382 00			
4	Nova Scotia.	631,627							151,800 00			
5	Quebec		400,000 00		56,000				90,000 00			
6	Ontario.		264,000 00	100,000					12,750 00			
7	do		440,000 00									
8	Nova Scotia											
9	Quebec		7,897,000 00			2,459,000			7,586,644 62			
10	Nova Scotia		135,000 00						460,555 00			
11	Quebec		128,506 00						773,806 00	16,210 81		
12	New Brunswick		150,000 00						124,000 00			
13	Nova Scotia		679,100 00			175,000			1,179,900 00			
14	Ontario		54,000 00			209,000			619,800 00	96,000 00		
15	New Brunswick		41,000 00		3,000				1,224 00			
16	Dominion		7,975,578 50						7,975,578 50			
17	Total	631,627	18,668,184 50	100,000	59,000	4,071,000	200,000		19,621,140 12			

No. 11.—Statement of Aid granted to Railways by Governments and Municipalities.

Municipalities.	Name of Railway.	Loan.		Total.		Bonus.		Total.		Subscription to Shares or Bonds.		Total.	
		\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.
ONTARIO.													
Belleville.....	Grand Junction.....							150,000 00					
Stirling.....	do .....							6,000 00					
Rawdon.....	do .....							10,000 00					
Seymour.....	do .....							35,000 00					
Percy <i>et al</i> .....	do .....							13,000 00					
Peterboro'.....	do .....							75,000 00					
Ottawa.....	Montreal and Ottawa Junction.....							100,000 00				288,000 00	
Not stated.....	Stratford and Huron.....							209,000 00				100,000 00	
County of Perth.....	Port Dover and Lake Huron.....							40,000 00				209,000 00	
Oxford and North Norwich.....	do do .....							50,000 00					
do East Oxford.....	do do .....							25,000 00					
Town of Stratford.....	do do .....							30,000 00					
do Woodstock.....	do do .....							20,000 00					
do Simcoe.....	do do .....							10,000 00					
Township of Woodhouse.....	do do .....							15,000 00					
do South Norwich.....	do do .....							10,000 00					
Private bonus.....	do do .....							408 00				200,408 00	
City of Toronto.....	Credit Valley.....							100,000 00					
Town of Milton.....	do .....							30,000 00					
Village of Streetsville.....	do .....							20,000 00					
do Brampton.....	do .....							20,000 00					
County of Peel.....	do .....							70,000 00					
do Halton.....	do .....							75,000 00					
do Waterloo.....	do .....							110,000 00					
do Wellington.....	do .....							135,000 00					
do Oxford.....	do .....							200,000 00				760,000 00	
Township of Fergus.....	Wellington, Grey and Bruce.....							10,000 00					
do Peel.....	do .....							40,000 00					
	Carried forward.....							50,000 00				1,557,408 00	

No. 11.—STATEMENT of Aid granted to Railways by Governments and Municipalities.—Continued.

Municipalities.	Name of Railway.	Loan.	Total.	Bonus.	Total.	Subscription to Shares or Bonds.	Total.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<b>ONTARIO.—Continued.</b>							
Township of Elora	<i>Brought forward</i>			50,000 00			
do	do			10,000 00			
do	Maryboro'			40,000 00			
do	Nichol			10,000 00			
do	Wallace			25,000 00			
do	Minto			65,000 00			
do	Bruce			278,000 00			
do	Howick			20,000 00			
do	Listowel			15,000 00			
do	Grey			35,000 00			
do	Elms			30,000 00			
do	Morris			18,000 00			
do	North Wawanosh			10,000 00			
do	Ashfield			25,000 00			
do	Turnberry			8,000 00			
do	Kincardine			10,000 00			
do	Wallace			10,000 00			
do	London			15,000 00			
do	Stephen			17,500 00			
do	Osborne			25,000 00			
do	Hay			15,000 00			
do	Goderich			15,000 00			
do	East Wawanosh			25,000 00			
do	Hallet			10,000 00			
do	Tuckersmith			5,000 00			
do	Turnberry			10,000 00			
do	Morris			10,000 00			
do	Stanley			20,000 00			
Village of Clinton	do			10,000 00			
do	Exeter			20,000 00			
do	Kincardine and Wigan			9,000 00			
City of London	do			100,000 00			
do	Kington			300,000 00			
County of Frontenac	do			150,000 00			
	London, Huron and Bruce				682,000 00		
							311,500 00
							450,000 00



				120,000 00	120,000 00	120,000 00
<b>Cobourg</b>	<b>Cobourg, Peterboro' and Margara</b>					
Township of Thorah.....	Midland.....	50,000 00				
Town of Port Hope.....	do.....	30,000 00				
Orillia and Matchedash.....	do.....	12,500 00				
Town of Orillia.....	do.....	12,500 00				
Township of Tay.....	do.....	21,370 85				
do Oranmee.....	do.....	2,000 00				
do Mara.....	do.....	12,500 00				
City of Toronto.....	Northern.....	100,000 00	140,870 85	190,000 00		
Town of Barrie.....	do.....	30,000 00				
do Orillia.....	do.....	12,500 00				
Township of Collingwood.....	do.....					
Euphrasia and St. Vincent.....	do.....					
County of Simcoe.....	do.....	99,480 00	241,980 00	200,000 00		300,000 00
Town of Whitby.....	Whitby and Port Perry.....	70,000 00		10,000 00		
Township of Whitby.....	do.....	15,000 00				
do Reach.....	do.....	30,000 00				
do Scoug.....	do.....	2,000 00				
Brown and Paterson Manufacturing Company.....	do.....	94 93				
Port Perry.....	do.....	20,000 00				
County of Victoria.....	do.....	85,000 00	222,094 93			10,000 00
Township of Albion.....	Toronto, Grey and Bruce.....	40,000 00				
do Galedon.....	do.....	45,000 00				
do Mono.....	do.....	45,000 00				
do Amaranthe.....	do.....	30,000 00				
do Arthur.....	do.....	35,000 00				
Town of Orangeville.....	do.....	15,000 00				
do Mount Forest.....	do.....	20,000 00				
City of Toronto.....	do.....	350,000 00				
County of Grey.....	do.....	300,000 00				
do Owen Sound.....	do.....	5,000 00				
Township of Minto.....	do.....	15,000 00				
do Howick.....	do.....	35,000 00				
do Gorrie and Wroster.....	do.....	5,000 00				
do Teeswater.....	do.....	5,000 00				
do Culross.....	do.....	38,000 00				
do Turnberry.....	do.....	5,000 00	988,000 00	30,000 00		
Town of Pembroke.....	Canada Central.....			7,500 00		
Township of Horton.....	do.....			5,000 00		
do Admaston.....	do.....					
	Carried forward.....		4,593,853 78			562,500 00

No. 11.—STATEMENT of Aid granted to Railways by Governments and Municipalities.—Continued.

Municipalities.	Name of Railway.	Loan.	Total.	Bonus.	Total.	Subscriptions to Shares or Bonds.	Total.
		\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<b>ONTARIO.—Continued.</b>							
	<i>Brought forward</i> .....						562,590 00
City of Toronto.....	Toronto and Nipissing.....			150,000 00			
Township of Scarborough.....	do.....			10,000 00			
do Markham.....	do.....			30,000 00			
do Uxbridge.....	do.....			50,000 00			
do Scott.....	do.....			10,000 00			
do Brock.....	do.....			50,000 00			
do Eldon.....	do.....			44,000 00			
do Bexley.....	do.....			15,000 00			
do Somerville.....	do.....			15,000 00			
do Loxton, Digby and Langford.....	do.....			12,500 00			
Town of Uxbridge.....	do.....			2,000 00			388,500 00
City of Brantford.....	Brantford, Norfolk and Port Burwell.....						
Township of Barford.....	do.....			70,000 00			
do North Norwich.....	do.....			30,000 00			
do Tilsonburg.....	do.....			10,000 00			
do Bayham.....	do.....			30,000 00			
do Houghton.....	do.....			10,000 00			
Port Bayham.....	do.....			16,000 00			
Town of Vienna.....	do.....			4,000 00			200,000 00
County of Elgin.....	Canada Southern.....						
Township of Townsend.....	do.....			200,000 00			
do Deerham.....	do.....			30,000 00			
do Anderson.....	do.....			15,000 00			
Town of St. Thomas.....	do.....			25,000 00			
Township of Walden.....	do.....			15,000 00			
Town of Amherstburg.....	do.....			15,000 00			
South N.wich.....	do.....			1,500 00			392,500 00
Brantford.....	Grand Trunk.....			32,500 00			
Stratford.....	do.....			25,000 00			

Belleville .....	do					25,000 00	82,500 00	100,000 00	100,000 00	
Haldimand .....	Hamilton and North-Western ..					65,000 00				
City of Hamilton .....	do do					200,000 00				
County of Halton .....	do					65,000 00				
Village of Georgetown .....	do					10,000 00				
County of Peel .....	do					30,000 00				
do Simcoe .....	do					300,000 00				
Town of Collingwood .....	do					29,000 00				
Township of Innesfil .....	do					20,000 00	719,000 00		100,000 00	
<b>QUEBEC.</b>										
St. Paul d'Abbotsford .....	Lake Champlain & St. Lawrence					20,000 00				
St. Pie .....	do					6,000 00				
L'Ange Gardien .....	do					9,000 00				
Canrobert .....	do					1,000 00				
Phillipsburg .....	do					5,000 00				
Not stated .....	do					15,000 00				
Locheil .....	56,000 00									
Kenyon .....	Montreal and Ottawa Junction ..					40,000 00	80,000 00	100,000 00	100,000 00	
do	do					40,000 00				100,000 00
do	Quebec, Montreal, Ottawa and Occidental .....									
do	do					1,000,000 00				
do	Three Rivers .....					1,009,000 00				
do	Ottawa .....					100,000 00				
do	do					200,000 00				
do	Parish of St. Andrews .....					25,000 00				
do	do St. Therèse .....					12,000 00				
do	do					12,000 00				
do	Village of do .....					15,000 00				
do	do St. Jérôme .....					10,000 00				
do	do					10,000 00				
do	do St. Scholastique .....					10,000 00				
do	do					25,000 00				
do	do Lachute .....					25,000 00				
do	do Côte St. Louis .....					25,000 00				
do	do St. Sauveur de Quebec ..					25,000 00				
do	do						2,459,000 00	15,000 00	15,000 00	
Chambly Basin .....	Montreal, Portland and Boston ..					10,000 00				
do	do						10,000 00			
do	do									15,000 00
do	Quebec Central .....					50,000 00				
do	do					25,000 00				
do	do Wiedon .....					25,000 00				
do	do					150,000 00				
County of Megantic .....							250,000 00			
Carried forward .....						56,000 00	2,799,000 00			115,000 00

No. 11.—STATEMENT of Aid granted to Railways by Governments and Municipalities, &c.—Concluded.

Municipalities, &c.	Name of Railway.	Loan.		Total.		Bonus.		Total.		Subscription to Shares or Bonds.		Total.	
		\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.	\$	cts.
	<i>Brought forward</i> .....				56,000 00				2,799,000 00				115,000 00
City of Quebec.....	Quebec and Lake St. John.....										100,000 00		
St. Raymond .....	do do.....												
St. Gabriel.....	do do.....						7,000 00						
Valcartier.....	do do.....												
L'Avancier.....	South-Eastern.....						6,000 00						100,000 00
County of Brome.....	do.....												50,000 00
do Sutton.....	do.....												63,000 00
do Potton.....	do.....												25,000 00
do Farnham.....	do.....												20,000 00
do Dunham.....	do.....												25,000 00
Village of West Farnham.....	do.....												5,000 00
do East Farnham.....	do.....												5,000 00
do Waterloo.....	do.....												30,000 00
do St. Cesaire.....	do.....												10,000 00
Township of Brome.....	do.....												50,000 00
Village of Drummondville.....	do.....												15,000 00
County of Drummond.....	do.....												90,000 00
Township of Wendon and Simpson.....	do.....												15,000 00
Township of Wickham.....	do.....												10,000 00
do St. Germain.....	do.....												15,000 00
Town of Sorel.....	do.....												16,000 00
Village of Actonville.....	do.....												40,000 00
Township of Shefford.....	do.....												15,000 00
do Roxton.....	do.....												50,000 00
Village of Roxton Falls.....	do.....												29,000 00
Township of West Wickham.....	do.....												15,000 00
	do.....												10,000 00
Town of Lévis.....	Lévis and Kennebec.....								6,000 00				50,000 00
Parish of St. Anselme.....	do.....												12,000 00
					56,000 00				2,812,000 00				355,000 00



No. 11.—STATEMENT of Aid granted to Railways by Governments and Municipalities—Continued.

Name of Railway.	Loan.	Total.	Bonus.	Total.	Subscription to Shares or Bonds.	Total.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<b>DOMINION GOVERNMENT.</b>						
Grand Trunk.....	15,142,633 33					
Intercolonial.....			35,682,249 11			
Prince Edward Island.....			3,403,367 84			
Welland.....			2,656 00			
Windsor and Annapolis.....			1,089,896 00			
Canadian Pacific.....		15,142,633 33	7,975,578 50	48,153,747 45		
<b>ONTARIO GOVERNMENT.</b>						
Brantford, Norfolk and Port Burwell.....			100,000 00			
Canada Central.....			123,875 00			
Canada Southern.....			147,858 65			
Cobourg, Peterboro' and Marmora.....			18,000 00			
Wellington, Grey and Bruce.....			241,276 00			
London, Huron and Bruce.....			174,630 00			
Hamilton and North-Western.....			406,500 00			
Kingston and Pembroke.....			117,342 50			
Midland.....			98,000 00			
Northern.....			196,188 00			
Port Dover and Lake Huron.....			126,000 00			
Toronto and Nipissing.....			104,860 00			
Toronto, Grey and Bruce.....			375,282 00			
Whitby and Port Perry.....			94,957 59			
Brantford, Norfolk and Port Burwell.....			32,000 00			
Credit Valley.....			304,000 00			
Grand Junction.....			168,000 00		100,000 00	
Montreal and Ottawa Junction.....			264,000 00			
Stratford and Huron.....			54,000 00	3,150,769 74		100,000 00
<b>QUEBEC GOVERNMENT.</b>						
Lévis and Kennebec.....			280,000 00			
Montreal, Portland and Boston.....			85,000 00			

Quebec Central.....	352,000 00			
Quebec and Lake St. John.....	600,000 00			
South Eastern.....	443,000 00			
Lake Champlain and St. Lawrence.....	400,000 00			
Quebec, Montreal, Ottawa and Occidental.....	7,897,000 00			
St. Francis and Megantic.....	128,506 00			
	10,295,506 00			
<b>NEW BRUNSWICK GOVERNMENT.</b>				
Albert.....	455,000 00			24,000 00
Chatham Branch.....	52,000 00			300,000 00
European and North American.....	880,000 00			
Fredericton.....	230,000 00			
New Brunswick.....	76,000 00			
New Brunswick and Canada.....	575,000 00			
Pétitcodiac and Elgin.....	70,000 00			
St. Martins and Upam.....	150,000 00			
Grand Southern.....	41,000 00			
	2,509,000 00			321,000 00
<b>NOVA SCOTIA GOVERNMENT.</b>				
Halifax and Cape Breton Railway and Coal Company.....	631,627 00			
Nova Scotia, Nictaux & Atlantic Central.....	440,000 00			
Spring Hill and Parrsboro.....	135,000 00			
Western Counties.....	679,100 00			
	631,627 00			1,254,100 00
	15,774,260 33			65,363,123 19
				424,000 00

SUMMARY.

	Loan.	Total.	Bonus.	Total.	Subscriptions to Shares or Bonds.	Total.	Grand Totals.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
<i>Governments.</i>							
Dominion Government .....	15,142,633 33		48,153,747 45				63,296,380 78
Ontario do .....			3,190,769 74		100,000 00		3,250,769 74
Quebec do .....			10,295,508 00				10,295,508 00
New Brunswick do .....			2,509,000 00		324,000 00		2,833,000 00
Nova Scotia do .....	631,627 00		1,254,100 00				1,885,727 00
		15,774,260 33		65,363,123 19		424,000 00	81,561,383 52
<i>Municipalities, &amp;c.</i>							
In Ontario .....			6,306,353 78		662,500 00		6,968,853 78
Quebec .....	56,000 00		2,812,000 00		855,000 00		3,723,000 00
New Brunswick .....	3,000 00		233,500 00		60,000 00		296,500 00
Nova Scotia .....		59,000 00	175,000 00		100,000 00		275,000 00
		15,833,260 33		9,526,853 78		1,677,500 00	11,263,353 78
				74,889,976 97		2,101,500 00	92,824,737 30



## RETURN

(97.)

To an ADDRESS of the HOUSE OF COMMONS, dated 27th March, 1878 ;—For copy of all correspondence between the Hudson Bay Company and the Dominion Government, relative to alleged losses at the Red River Settlement, connected with the insurrection in 1869-'70.

By Command.

R. W SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
15th April, 1878.

HUDSON BAY HOUSE,  
LONDON, June 19th 1877.

DEAR SIR,—A considerable time has elapsed since I last addressed you on several questions which are still pending between the Dominion Government and the Hudson Bay Company. I had the honor to write to you in October last, but I received no reply. You are aware that our Committee has certainly not been wanting in patience or consideration, with respect to the negotiations which have been carried on for the settlement of differences, and must once more recall the fact that in the whole course of the arrangements which we mutually endeavoured to make for the sale of our lands to the Government, we have studiously abstained from any action that might have embarrassed your Ministry, notwithstanding the agreement at which we had arrived. I am now bound to express the feeling of the Committee that the Dominion Government may fairly be expected to show equal consideration to the Company. The time has arrived, in our judgment, when we should press for an answer to my letter of the 30th of October, and when we must again recur to the question of the Red River claims. You are aware of the motive which led us to suspend pressing these claims for some time past. We fell in with your views as to the mode in which these claims should be dealt with, when the negotiations for the sale of the land were proceeding, but it would not be right for us to allow these claims to be jeopardized by any further delay in again pressing them on the attention of the Government.

The last written official communication on the subject took place in November, 1874, and beyond a formal acknowledgement, I am still without any answer to my letter of the 20th October of that year, addressed to the Secretary of State.

I now beg to bring these matters very earnestly before the attention of the Dominion Government. It cannot be the desire of that Government to show any want of consideration to the Hudson Bay Company, or in any way to allow the circumstances, which have induced the Committee to show so much patience in awaiting the answers to the several claims they have made, to prejudice their case.

I venture also to point out that the adverse commercial circumstances which have so seriously affected the prosperity of the Company during the last year form an additional reason for the prompt settlement of the questions in which the Company is so vitally interested.

I abstain from urging on the present occasion the various arguments on which the Company found their claims. The object of this letter is to revive their discussion, and to explain to the Government that in the judgment of the Committee, that discussion cannot be equitably postponed any longer.

I have to add that when I allude to outstanding differences, I wish to be understood to include the question of the right of the Company, under the Dominion Lands Act, to make selections of land in any townships in lieu of their own lots, when found to be settled upon; a matter which has for so long a time been discussed between the Government and Mr. Donald A. Smith. We have been informed of the various suggestions which have been made, but the Committee regret that no effect has yet been given to the representations made by Mr. Smith.

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

(Signed) GEORGE B. GOSCHEN.

The Honorable A. MACKENZIE, M.P.,  
Prime Minister of Canada.

EXTRACT of a Report of a Committee of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council, on the 7th August, 1877.

The Committee of the Privy Council have had under consideration the memorandum hereunto annexed, from the Honorable the Minister of the Interior, in reference to the various questions pending between the Hudson Bay Company and the Government of Canada, and they respectfully submit their concurrence therein.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

(Memorandum.)

DEPARTMENT OF THE INTERIOR,

OTTAWA, 30th July, 1877.

\* \* \* \* \*

With reference to the claims of the Hudson Bay Company to compensation for losses sustained by them in consequence of the Half-breed rebellion in Manitoba, before that country was transferred to the Government of Canada, and while it was still in possession of the Company, the undersigned is of opinion that the Government of Canada is neither legally nor morally called upon to compensate the Company for losses at that time sustained.

The position of the Hudson Bay Company in the North-West was not at all that of an ordinary private proprietor. They were a great public corporation, possessed of a franchise which was not enjoyed by ordinary proprietors. They were endowed with the attributes of Government and powers of legislation, and were authorized to take steps, not only for the protection of their own property, but for the protection of the property of others; and the undersigned cannot see upon what principle,

while the country remained in their possession, and they were themselves the judges of what was necessary for the maintenance of public order and good government in the North-West, they can look to any other party for compensation.

The Company surrendered their rights of government to the Crown of Great Britain on the 19th of November, 1869, and from that period until the country was formally transferred to Canada, the Government of Great Britain, and not that of Canada, controlled its affairs. The undersigned has no means of knowing what information the Company gave to the Imperial Government with regard to the state of affairs in the North-West at that time; whether or not they advised the Imperial Government so that they might take care to secure adequate protection to life and property until the country could be handed over to Canada.

The undersigned is, therefore, of opinion that if the Company have any claim for compensation from any party, it is against the Government of Great Britain, and not against the Government of Canada.

When the Government of Canada agreed to purchase the rights of the Hudson Bay Company in the North-West, they expected to obtain peaceable possession of the country, and it was not then contemplated that it would be necessary to send a military expedition, at a very great cost to the Government of Canada, to acquire possession of the territory. On the contrary, they expected to have the transfer made peaceably, for the sum they agreed to pay the Company.

\*                                 \*                                 \*                                 \*                                 \*

(Signed)

DAVID MILLS,

*Minister of the Interior.*

—

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 1st July, 1870.*

On a despatch No. 129, dated 26th May, 1870, from the Right Honorable the Secretary of State for the Colonies, transmitting copies of a correspondence between the Hudson Bay Company and the Colonial Department, as to the liability for the losses sustained by the Hudson Bay Company from the acts of the self-styled Provisional Government of the Red River Territory;—

The Honorable the Finance Minister, to whom the above despatch was referred, reports that he is of opinion that there is no practical question raised by that correspondence which requires any immediate action on the part of the Government of the Dominion;

That in a letter dated 13th of May, the Governor of the Hudson Bay Company transmitted to the Colonial Department an extract from a despatch from Governor McTavish, dated Fort Garry, 6th April, 1870, containing a narration of events which had occurred in the Red River settlement subsequent to his previous despatch of 12th February.

After reporting a series of outrages committed by the insurgents, Mr. McTavish proceeds to acquaint the chairman and directors of the Hudson Bay Company that their position is most critical, and that he cannot advise the Company to send out fresh supplies of merchandize "until some guarantee shall have been obtained from the English or Canadian Government for their protection;—"

That in pursuance of the advice given by Governor McTavish, Sir Curtis Lampson, Deputy Chairman of the Hudson Bay Company, enquired whether Her Majesty's Government would enter into an engagement to indemnify the Company against loss or damage in case they should send out the merchandize, which they stated was urgently required. Mr. Holland was instructed by Earl Granville to acquaint Sir Curtis Lampson, that before the arrival of the goods, the country would probably have passed to the Canadian Government, and to suggest to him to apply to that Government for an assurance of indemnity in case of loss. Sir Curtis Lampson, in reply, pointed out the impracticability of entering into any negotiation with the

Canadian Government, under the circumstances, and added that the Hudson Bay Company had determined to despatch their stores as usual.

He further expressed the adherence of the Company to their opinion that the Imperial Government ought to have undertaken the responsibility; and added that in case of damage or loss occurring, they would look for indemnity to Her Majesty's Government, should the Canadian Government decline to take it upon themselves.

Sir Frederic Rogers was instructed to acquaint Sir Curtis Lampson, in reply, that Her Majesty's Government do not accept the liability.

Earl Granville's despatch to your Excellency bears the same date as Sir Frederic Rogers' letter, so that it is not improbable that there may be some further remonstrance on the subject from the Hudson Bay Company.

That it is, however, clear that Her Majesty's Government have determined not to assume any liability for future losses on the part of the Hudson Bay Company.

That, in the present state of affairs in the Red River, he, the Minister of Finance, is of opinion that it would be inexpedient for the Canadian Government to assume the liability demanded by the Hudson Bay Company; but he thinks it highly improbable that the Company will be exposed in the future to the acts of rapine and plunder to which they have been recently subjected.

The Minister of Finance states that he would have been inclined to close his remarks here but for some observations in the letter of Sir Curtis Lampson, dated 13th May, which, in his opinion, ought not to be allowed to pass unnoticed.

Sir Curtis Lampson states in that letter that he deems it "of the utmost importance that Her Majesty's Government should be made acquainted with the results which are arising from the proceedings adopted by the Government of Canada, and which alone have led to the formation of the so-called Provisional Government."

He then proceeds to state that "the Committee abstain from entering at this moment into the general question of the proceedings taken by the Canadian Government, or into the question as to who is to be held responsible for the damages and injuries they will have produced."

The Minister of Finance does not feel called upon to enter into a defence of the Canadian Government against such vague accusations as those which he has cited from the letter of Sir Curtis Lampson; but that, as there can be no doubt that "damage and injuries" have been sustained, not only by the Hudson Bay Company, but by a considerable number of Her Majesty's subjects in the Red River territory, and that claims will be hereafter presented for such damages and injuries, it may be proper to take the present opportunity of disclaiming, on the part of the Government of the Dominion, any responsibility for the acts of the self-styled Provisional Government of the Red River Territory.

The Committee concur in the report of the Honorable the Minister of Finance, and advise accordingly.

Certified.

(Signed)

W. A. HIMSWORTH,  
Clerk, Privy Council.

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 19th April, 1871.*

The Committee of the Privy Council have had under their consideration the Earl of Kimberley's despatch to Your Excellency, dated the 23rd February, transmitting the copy of a letter from Sir Curtis Lampson, Deputy Governor of the Hudson Bay Company, to Sir Frederic Rogers, urging the claim of the Company to compensation for the losses sustained by them in the Red River settlement, and requesting that Your Excellency will bring the letter of Sir C. Lampson under the notice of your Government.

The Earl of Kimberley observes that he entertains no doubt that Your Excellency's advisers will give a fair consideration to any reasonable claim on the part of the Company to compensation for their losses, and adds that, apart from the question of justice, the Canadian Government cannot fail to perceive the importance of preserving the good will of a body of men who are scattered over the whole of the territory newly annexed to the Dominion, and who, from their intimate knowledge of the country and connexion with its inhabitants, must retain a special influence over its affairs.

The Committee of the Privy Council readily admit that it is most desirable to cultivate the good will of the Hudson Bay Company, and of its officers and servants in the North-West Territory; and they have on all occasions evinced a desire to comply with all reasonable demands made by that Company.

Before entering on the consideration of Sir Curtis Lampton's letter, the Committee of the Privy Council must observe that apart, from the merits of the Hudson Bay Company's claim, the Government of Canada would have no means of satisfying it without a vote from the Dominion Parliament, and in the present state of public opinion there would not be the most remote probability that such a vote would be concurred in by the Canadian House of Commons.

The Committee of the Privy Council observe that the Hudson Bay Company rely on Lord Granville's despatches of 30th November, 1869, and 26th January, 1870, as evidence that in His Lordship's opinion their claim was well founded. Earl Granville states, "it has never been hinted that the Company is to be bound to hand over its territory in a state of tranquility."

This opinion is at variance with that expressed in the Minute of Council of the 16th December, 1869; but even if correct, it might be contended on the other hand, that when the Government of the Dominion, on the urgent recommendation of Her Majesty's Imperial Government, consented to pay £300,000 sterling to the Company, no idea was entertained that it would be necessary to send a military expedition, at a great cost, to obtain peaceable possession of that territory.

A very general belief prevailed throughout the Dominion that the responsible agents of the Hudson Bay Company failed to make any effort to preserve their authority. Fort Garry, it is contended, could easily have been defended, and an appeal to the loyal inhabitants in the incipient stage of the insurrection would have ensured tranquility.

It may be urged that even though Mr. McDougall acted with precipitation, he was led to do so owing to what he held to be the inertness of the Governor of the Hudson Bay Company.

There is a wide-spread feeling in Canada, both in and out of Parliament, that the Hudson Bay Company are chiefly responsible for the success of the insurgents in the Red River Settlement in 1869-70, and so long as this feeling remains unchanged, it would be useless for the Government of the Dominion to submit to Parliament any claim for compensation on the part of the Company. It must, moreover, be borne in mind that large claims have been made on the part of the loyal inhabitants who were imprisoned and expatriated during the ascendancy of the insurgents.

Although the opinion prevails very extensively in Canada that these losses should be satisfied by the Imperial Government or by the Hudson Bay Company, on the ground that Canada had not then acquired the territory, the Dominion Government has undertaken to pay these losses.

The Committee of the Privy Council are of opinion that under all the circumstances of this case and considering the large share of the cost of the expedition which they were required to bear, they may fairly call on the Imperial Government, which seems to admit the validity of the Hudson Bay Company's claim, to satisfy it. In that case, while far from admitting the justice of the claim for interest from 1st December, 1869 to the date of payment, the Committee of Council would undertake to make good that part of the claim.

Certified.

(Signed)

W. A. HIMSWORTH,  
Clerk, Privy Council.

*Secretary of State for the Colonies to the Governor General.*

Canada, No. 129.

DOWNING STREET, 26th May, 1870.

SIR,—I have the honor to transmit to you, for your information, and for that of your Government, the enclosed copies of a correspondence which has passed between the Hudson Bay Company and this Department, respecting the despatch of stores to the Red River Settlement, and the claim of the Company to indemnity in case of their suffering loss with respect to these stores owing to the disturbances in the settlement.

I have, &c.,

(Signed) GRANVILLE.

Governor General,  
The Right Honorable  
SIR JOHN YOUNG, Bart.,  
G.C.B., G.C.M.G.

*Sir C. Lampson to Sir F. Rogers.*

HUDSON BAY HOUSE,  
LONDON, 13th May, 1870.

SIR,—I am desired by the Committee of this Company to communicate to Her Majesty's Government a despatch which has just been received from Mr. William McTavish, dated Fort Garry, 6th April, as the Committee deem of the utmost importance that Her Majesty's Government should be made acquainted with the results which are arising from the proceedings adopted by the Government of Canada, and which alone have led to the formation of the so-called "Provisional Government."

The Committee abstain from entering at this moment into the general question of the proceedings taken by the Canadian Government, or into the question as to who is to be held responsible for the damage and injuries they will have produced, but they are desirous to call the attention of Her Majesty's Government to one point of a most pressing character, the solution of which may involve the preservation or destruction of a large portion of the population.

Her Majesty's Government are probably aware that up to the present time all the inhabitants of Rupert's Land, as well as the Indian population have been mainly dependent upon the supplies sent out by the Hudson Bay Company for their maintenance and subsistence.

It will be seen from Mr. McTavish's report that considerable inroads have already been made upon the supplies which have remained in the Company's stores, and it will be also seen that Mr. McTavish expresses very strong doubts as to the expediency of this Company, in the present state of the territory, sending out any further supplies.

Should this Company act upon that suggestion, the almost certain result would be that the Indian population will be deprived of the means of obtaining food, and the rest of the population either left in the same predicament, or at all events subjected to great loss, privation and inconvenience in procuring the means of subsistence either from Canada or the United States.

The period is now fast approaching when the Company's supplies should be sent out, and as the question is one of a public nature, the Committee beg to enquire whether Her Majesty's Government will give an engagement to this Company to indemnify them against any loss or damage they may sustain from their stores, upon their arrival at the Company's posts or stations, being interfered with by the agents of the Provisional Government, or by any of the disaffected population. As it is necessary that the Committee should come to a decision on the subject without delay, this Com-

mittee will be glad to receive a communication from Her Majesty's Government at their earliest convenience.

I should mention that the value of the supplies usually sent out at this period of the year is about £80,000.

I have, &c.,

(Signed)

C. M. LAMPSON,

*Deputy Chairman.*

Sir F. ROGERS, Bart.,  
Colonial Office.

EXTRACT of a letter from Governor McTavish to V. G. Smith, Secretary of the Hudson Bay Company, dated Fort Garry, Red River, 6th April, 1870.

I beg to forward for your information the following general outline of events which have occurred here since I last addressed you on 12th February.

I then mentioned that on the evening of 10th February a Provisional Government had been formed, of which Mr. Louis Riel was acknowledged President by the Congress of Representatives from the various parts of the settlement.

On the forenoon of 14th February, it became known at Fort Garry that a party of Canadians and others from Portage La Prairie had arrived at Headingly on their way to this place, with the avowed object of liberating the prisoners and overthrowing the French party.

Simultaneously with this movement, a general rising took place in the lower part of the settlement, in the parishes of St. Andrews and St. Clements, from which a multitude of several hundred men came to Frog Plain, where they were joined by the party, of more than one hundred men, from the Portage.

Headingly is about twelve miles from Fort Garry, situated on the Assiniboine. Frog Plain is about five miles from Fort Garry, situated on the Red River. In order to form a junction with the party from the lower settlement, that from the Portage passed within sight of this Fort on the night of the 14th. The moon was bright, and they were expected by the French, who manned the bastions and walls, and fired several shots, apparently as a salute. The Portage party, in passing through the village of Winnipeg, surrounded and searched a house in which Riel sometimes slept, though without finding him.

The party from the lower settlement were led by Dr. Schultz, and on their arrival at Frog Plain they billeted themselves in the Scotch Church at that place. They sent a messenger to Fort Garry demanding the liberation of the prisoners which had been promised by Riel on the formation of the Provisional Government, but had been only partially fulfilled. The French party had collected to the number of about 700 men, and were prepared to defend the Fort. On the evening of the 15th the last of the prisoners were set at liberty.

After remaining in a disorderly crowd at Frog Plain debating the best course for them to pursue, the greater portion of the English party separated for their various homes on the evening of the 16th February.

On the morning of the 17th a number of men belonging to the Portage party passed Fort Garry on their way home from Frog Plain to Portage la Prairie. Riel immediately dispatched a party of Frenchmen to intercept them, which was effected without a shot being fired. The number of prisoners so taken was forty-seven.

They were nominally under command of Captain Boulton, late of the 100th Regiment, a Canadian gentleman, wintering in the settlement, who had connected himself with Colonel Dennis' operations last autumn.

Four of the prisoners were condemned by court martial to be executed, and in consequence of earnest representations Riel pardoned three of them, refusing, however, to interfere in favour of Captain Boulton. Late on the morning of the 18th, a few hours before the time fixed for the execution, Riel consented to respite Boulton

on condition that Mr. Smith, the Canadian Commissioner, should make a tour through the settlement and induce the inhabitants of the disaffected parishes to support the action of their representatives and acknowledge the Provisional Government.

Mr. Smith, accompanied by Archdeacon McLean, visited the various districts referred to, and finally the number of English delegates required to complete the "Legislative Council" were elected and returned.

I regret to say that during the time occupied by the proceedings of the assemblage at Frog Plain, a young Scotchman named John Hugh Sutherland was shot by a Frenchman who had been taken prisoner. Sutherland was in no way connected with the movement. The person who shot him did so in the course of a futile effort to regain his liberty.

I also regret to state that a prisoner named Scott was shot by order of a French court martial on the 4th March. This offence, I believe, was insubordination.

Dr. Schultz, with some difficulty, made good his escape, and has recently been heard of as having reached Superior City *via* Fort Frances and Vermillion Lake. He was escorted by Joseph Monkman, who, it is said, holds a commission from William McDougall, and visits the Indians in that quarter; with what object I have been unable to ascertain.

Appended to the commission, Monkman also carried a general order addressed to the Company's officers, directing the latter to supply him with supplies, for the repayment of which the Canadian Government would be responsible. This order Monkman showed to Chief Trader Taylor, who, having received no advice thereof from the Company's officials, declined to comply with it. The commission which was attached to the order Monkman refused to show, asserting that it was private.

The first meeting of the Legislative Assembly took place on the 8th March. Bishop Taché arrived on the 10th, and was present at the second meeting of the Assembly on the 15th. He suggested that the prisoners should be all liberated. Half their number were at once set free and, the remainder on the 20th March; the reason alleged for their protracted detention being that the popular excitement in the settlement had not yet quieted down.

Judge Black, the Reverend Mr. Ritchot and Mr. Alfred H. Scott, who had been appointed delegates from the people here, left the settlement for Ottawa on and about the 24th March.

Mr. Black had acted as delegate from one of the parishes in the settlement at the Convention, which sat to frame the Bill of Rights and form a temporary Government which would be acceptable to all sections of the colony. This Mr. Black did most reluctantly, and only on account of representations that his presence might be of essential service. The Convention elected Mr. Black as its chairman. When requested to go to Ottawa as a delegate, he refused for a long time, and was, with much difficulty, ultimately prevailed on to go by Bishop Taché. He left on the 24th ultimo with his sister. Captain Boulton returned along with him to Canada.

Chief Factor Smith, accompanied by Chief Trader Hardisty, left this place for Canada on 13th ultimo, and Mr. DeSalaberry followed on the 23rd. The Reverend Mr. Thibeault will remain to reside in the settlement.

With regard to the present situation as respects the Company's operations in a commercial point of view, I beg to enclose copy of propositions made to me by Riel, by conceding which the Company would be permitted to resume business. The conditions bear very heavily upon us, but compliance was inevitable.

Fort Garry had been entirely taken from our hands by the French Half-breed party, the leaders of which had, with violence, seized the keys of all the shops, stores and warehouses within its walls, and have for months past been carrying away the Company's property, of all kinds, in vast quantities, without let or hindrance.

As you are aware, a large quantity of valuable furs have remained in store here since last autumn. These, along with everything else, have been seized, and we find ourselves perfectly powerless to repossess ourselves of them without the permission of Riel and his people. Our servants have been expelled from their houses and obliged to live outside the Fort, to provide accommodation for the Half-breeds. Our



officers have been, as a special mark of favor, permitted to retain their houses, with the exception of Dr Cowan, whose entire house has been seized by Riel, and used as "Government House." The outpost of White Horse Plain has been seized in like manner and occupied by a large guard of Half-breeds. The cattle belonging to its farm have been appropriated, and as a sample of the damage perpetrated, I may mention that by latest advices 70 of the best working oxen have been slaughtered and eaten.

The small station at Oak Point on Lake Manitoba was seized and Chief Factor Deschambeault compelled to leave it. Riel, however, has since disclaimed the latter outrage as unauthorized by him, and the post is said to have been restored to the Company by his orders. In a former letter I mentioned that our store at St. Boniface had been sacked by a portion of half-breeds, opposed to Riel. Pembina, Lower Fort Garry and Portage La Prairie, have been visited, from time to time throughout the winter, by armed flying parties, and business of all kinds has been long entirely stopped in this district.

Respecting the outside territory, communication with inland districts has been impeded by the impossibility of our sending packets, without first obtaining passes from Riel to enable the bearers to pass his scouts stationed on all the Reserves. Threats were also held out that parties should at once go west with instructions addressed from the Provisional Government to the half-breed population in Swan River and Saskatchewan districts, directing them to seize the Company's posts in these places, and, after having seized all the provisions and furs in stores, bring them to Red River in the spring.

An armed party was also to have visited Portage la Loche in summer with the object of possessing themselves of the returns of Arthabasca and Mackenzie River districts, and of plundering every fort along the route.

These threats were not vain. In fact, even had the Company's people been able partially to evade the consequences of such steps, the result must have been ruinous in any case, as the interruption to the traffic would have prevented our getting returns to York in time to go home by the ship. Our returns throughout the north would have been seized and appropriated by the French, and forts would have been taken, and our people, cast adrift in the country, would have been compelled to shift for themselves as best they could.

It is now fully three weeks since rumors first reached me that the time had been fixed at which in the event of non-compliance with the terms to be proposed by Riel, the Company's people in Red River district were to be turned out of their forts, and all property whether personal to themselves or belonging to the Company confiscated; since then I have had repeated interviews with Riel, and after much delay the enclosed list of conditions has been completed. I am unable to say whether it will be rejected or not, under all contingencies, by the Half-breeds; but at present I think they mean to abide by their promises, and I feel that my compliance with their demands on behalf of the Company affords our only chance of avoiding immediate, inevitable destruction.

Enclosed is also a letter from Thomas Brown, Secretary of State, which was elicited by a request of Mr. John H. McTavish, the Accountant, that the upper story of the building, the lower part of which contained the Company's public office, should be restored to us, it being the residence of the clerks, some of whom have been compelled to leave the Fort, but will not, I hope, return to resume their duties.

The lower story of the house in question we have been permitted to retain throughout the winter, and have consequently been enabled to preserve our books.

We hope within a few days to be able to recommence business throughout the district, and when the proper time arrives to send perhaps eight boats to Portage La Loche instead of the usual number of fifteen. I shall, as soon as practicable, forward the furs in store here to St. Paul. We hope to be able to carry on our summer trade, but in consequence of the dreadful pillage we have sustained we shall do so in a very crippled condition. Indeed, we shall probably require to import some articles

during the summer of which we have been rendered destitute by the drain of the past winter. These articles may, however, be obtained at St. Paul.

I hope soon to be able to address you finally on a few matters affecting the trade. I have felt unwilling to do so for some time past as the mails are known to have been unsafe. This deficiency has not, I think, been got over. This letter I forward to St. Paul by Mr. Hill of that place, who has been here on a visit for a few days, and returns to-morrow; meanwhile, I may say I consider the position of the Company in this country to be most critical, and I cannot advise the Board to allow any fresh importations of merchandize until some guarantee shall have been obtained from the English or Canadian Governments for our protection. The arrangements just concluded may enable us to export our returns, and pursue the more necessary business of the approaching summer, but beyond that time the prospects are quite impenetrable, and even during its continuance they are very uncertain.

Mr. Malonross, the American Consul, on quitting this place, lately, appointed Mr. Henry M. Robinson, ex-editor of the *New Nation* as Vice-Consul. In handing over the newspaper business to Mr. Thomas Spence, the new editor, some difficulty arose which induced Riel to send for Robinson, who refused to answer his summons; finally, after undergoing an act of violence at the hands of the person sent to apprehend him, Robinson came to the Fort, and after about an hour's detention was suffered to depart. The Vice-Consul now asserts he has reported the matter to this Government in a manner which will secure the presence of American troops at Pembina, for the protection of Americans and their property against more serious outrages in summer.

(Translation.)

OFFICE OF THE PROVISIONAL GOVERNMENT,  
FORT GARRY, 28th March, 1870.

SIR,—In view of our interview in relation to the affairs of the Hudson Bay Company in this country, I can assure you that my great desire is to reopen, in the interest of all, a free course to trade.

The people, by rallying to the Provisional Government with unanimity of sentiment, prescribe for both of us our line of conduct.

The Provisional Government, founded upon justice and rational principles, will accomplish its work.

The Hudson Bay Company, as to its commercial interests, may be spared; but that is your business, and depends entirely on the Company itself. I told you that an arrangement was possible, and it is so on the following conditions:—

1st. That the whole Hudson Bay Company in the North-West acknowledge the Provisional Government.

2nd. That you subscribe, in the name of the Hudson Bay Company, a loan to the Provisional Government of the sum of £8,000 sterling.

3rd. That on the demand of the Provisional Government, in the event of the arrangements with Canada being impeded, you guarantee a supplement of £2,000 sterling to the sum above mentioned.

4th. That there be granted by the Hudson Bay Company to the Military Department of the Provisional Government, provisions or merchandize to the value of £4,000 sterling at current prices.

5th. That the Hudson Bay Company put their bills in circulation again immediately.

6th. That the Hudson Bay Company part with a specified quantity of merchandize, to be reserved for the Provisional Government in case of an arrangement.

On accepting these conditions, the Company will see its stores opened under the protection of the Provisional Government. Fort Garry will be thrown open, and continue to be the seat of Government, under its feeble guard of fifty men.

These, Sir, are the things which the situation forces upon us. I shall not shrink from doing my duty; you have a sense of yours. I am confident your decision will be favourable.

Permit me here to offer you my sympathy, inspired by the bad state of your health, and my sincere wishes for your prompt recovery.

I have the honour, &c.,

(Signed) LOUIS RIEL,  
*President.*

To WM. McTAVISH, Esq.,  
Governor of the Hudson Bay Company in the North-West.

In the name of the Hudson's Bay Company in this country, I accept and agree to fulfil all the above conditions and propositions. Witness my hand this fifth day of April, one thousand eight hundred and seventy, at Red River Settlement.

(Signed) WM. McTAVISH.

Signed in our presence the day and year above written.

(Signed) THOS. BROWN,  
*Secretary of State.*  
" W. B. O'DONOGHUE,  
*Secretary.*

(Translation.)

GOVERNMENT HOUSE, 5th April, 1870.

SIR,—I have the honor to inform you that you shall have the whole of the house called the office, but that we shall take the yellow sheds, the first to the right of your dwelling.

I have also the honor to tell you that we shall require the sum of £2,000 to £2,500 in provisions. The remainder will be given in goods.

I have the honor, &c.,

(Signed) THOS. BROWN,  
*Secretary of State.*

WM. McTAVISH, Esq.,  
Governor of the Hudson's Bay Company  
in the North-West.

*Mr. Holland to Sir Curtis Lampson.*

DOWNING STREET, 17th May, 1870.

SIR,—I am directed by Earl Granville to acknowledge the receipt of your letter of the 13th inst., enquiring whether Her Majesty's Government would give an engagement to the Company to indemnify them against any loss or damage in respect of certain stores which the Company contemplate sending to Rupert's Land.

Lord Granville desires me to state that before the goods arrive in Rupert's Land the responsibility for the peace of the country will probably have passed to the Canadian Government, to whom any proposal of this kind which the Company may think requisite had better be made by telegram without loss of time.

I am to add that the presence of Sir Stafford Northcote, at Ottawa, appears to afford peculiar facilities for this course of proceeding.

I am, &c.,

(Signed) H. T. HOLLAND.

SIR CURTIS LAMPSON, Bart.

*Sir C. Lampson to Mr. Holland.*

HUDSON'S BAY HOUSE,  
LONDON, May 20th, 1870.

SIR,—I am favoured with your letter of the 17th instant, in answer to mine of the 13th, and very much regret that Lord Granville should not have seen the necessity of giving the Hudson's Bay Company the indemnity they asked for.

It is too late now to communicate with the Government of Canada on the subject. No satisfactory result could be arrived at by telegram, besides which Sir Stafford Northcote has now left Canada, and will sail from New York by the steamer of the 25th.

Under these circumstances, the Committee of this Company have come to the determination, at all events, of not running the risk of the Indian and other population of the Districts being left without the means of subsistence, and they will, therefore, despatch the stores as usual; but in adopting this step the Committee adhere to their opinion, that the Government ought to have undertaken the responsibility, and should any damage or loss occur by the proceeding of the Provisional Government, they will still look to Her Majesty's Government for indemnity should the Canadian Government decline to take it upon themselves.

I have, &c.,

(Signed) C. M. LAMPSON,  
*Deputy Governor.*

H. T. HOLLAND, Esq.,  
Colonial Office.

(Copy.)

*The Under-Secretary of State, Colonial Office, to Sir Curtis Lampson.*

DOWNING STREET, 26th May, 1870.

SIR,—With reference to that part of your letter of the 20th instant, respecting the despatch of stores to Fort Garry, in which it is stated that should any damage or loss occur by the proceedings of the Provisional Government, the Company would still look to Her Majesty's Government for indemnity should the Canadian Government decline to take it upon themselves, I am directed by Earl Granville to repeat that Her Majesty's Government do not accept that liability.

I am, &c.,

(Signed) F. ROGERS.

Sir CURTIS LAMPSON, Bart.

(Canada—No 297.)

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 21st November, 1870.

My LORD,—I have the honour to transmit to your Lordship the enclosed copy of a letter from the Hudson Bay Company together with a copy of the answer which I have caused to be returned to it respecting the claim of the Company to compensation for losses sustained in connection with the disturbances in the Red River Settlement.

I have, &amp;c.,

(Signed) KIMBERLEY.

Governor-General

The Right Honorable

The LORD LISGAR,

K.C.B., G.C.M.G.

*Sir Stafford Northcote to Sir F. Rogers.*

HUDSON BAY HOUSE,

LONDON, 1st November, 1870.

SIR,—I am instructed by the Committee of the Hudson Bay Company to request that you will submit to the Earl of Kimberley that the time appears now to have arrived for the consideration of the Company's claim for compensation in respect of the losses sustained by them in the course of the disturbances at the Red River, now happily at an end.

The Committee do not think it necessary to trouble His Lordship with a recapitulation of the lengthened correspondence which led to the arrangements for the transfer of the Company's territorial rights to the Dominion Government, or of the circumstances under which the completion of those arrangements was arrested at the very moment when they were about to take effect. Neither do they now desire to enter on the question, how far the disturbances which led to the suspension of the transfer were due to the action of the Dominion Government or its representatives? Nor, on the further question, how far that suspension was, under the circumstances of the time, justifiable? It is sufficient for them to point out, as a matter of fact, that the Company have, in consequence of it, sustained very heavy pecuniary loss, and to submit to Lord Kimberley that they have a fair right to ask Her Majesty's Government to take the proper steps for getting that loss made up to them.

The losses which the Company have sustained are of various kinds. In the first place, they were kept out of the purchase money, which it had been stipulated that they should receive, for more than five months. The inconvenience occasioned by this delay was much greater than the mere loss of the interest of the money. The Government, having officially informed the Committee that the money would be paid on the 1st December, the Committee communicated that information to the shareholders at the annual meeting of the Company on the 9th of November, when arrangements were made on the faith of this announcement, which had afterwards to be disturbed, to the inconvenience of individual shareholders, and somewhat to the discredit of the Company.

Secondly, the Company were injured by the plunder of their stores and goods at Fort Garry. This loss was sustained by them in consequence of the absence of any proper authority in the settlement from the time when the government of the Company was virtually put an end to by Mr. McDougall's proclamations of the 1st and 2nd December, 1869. The persons actually in power calling themselves the Provisional Government drew largely upon the Company's stores, of which they

had taken forcible possession, and which they are said to have claimed as public property, besides seizing and putting to ransom a great quantity of valuable furs, admittedly the private property of the Company. The amount of ransom demanded and paid is stated at £5,000 in cash, and goods to the amount of £4,000.

The Committee have not yet learned whether the whole of the furs seized have been returned, or whether a further loss has been sustained, and they are not yet able to state the amount of the goods taken out of the storehouses. They expect shortly to receive information on these heads.

Lastly, there can be no doubt that the Company have sustained very heavy loss by the disorganization of their trade, and the interruption of business throughout the country in consequence of these disturbances. They found no claim on this loss, but think it right to refer to it as strengthening the equity of their case.

The Committee abstain from entering upon the question of the source from which the compensation they ask for should come. They think that is a question more properly left to Her Majesty's Government through whom these communications have from the first been carried on. They content themselves with submitting their case to Lord Kimberley, and with indicating the amount of the compensation to which they consider the Company to be entitled. They ask for interest at £5 per cent. on the purchase money (£300,000) from the 1st December, 1869) to the 11th May, 1870, the day on which the principal was paid.

They ask to be reimbursed the amount as ransom for their stock of furs, together with the value of any furs which may be proved to have been carried off. And with regard to the pillage of their stores, they ask that a Commission may be appointed to enquire into the amount of loss sustained, and to determine on equitable principle the amount of compensation which should be paid in respect of it.

They trust that Her Majesty's Government will assist them to obtain an early settlement of these claims.

have, &c.,

(Signed) STAFFORD H. NORTHCOTE,  
Governor.

SIR FREDERICK ROGERS, Bart.,  
&c., &c., &c.,  
Colonial Office.

*The Under-Secretary of State for the Colonies to Sir S. H. Northcote.*

DOWNING STREET, 21st November, 1870.

SIR,—I am directed by the Earl of Kimberley to acknowledge the receipt of your letter of the 1st inst., bringing under consideration the claims of the Hudson's Bay Company to compensation for losses caused by the recent disturbances at the Red River Settlement.

As the Committee state that they abstain from entering upon the question of the source from which this compensation should come, and that they think this is a question more properly left to Her Majesty's Government, it is necessary briefly to recall your attention to the position occupied by Her Majesty's Government in relation to the transfer of the Company's Territories to Canada.

By the British North America Act, 1867, 30 Vic., Cap. 3, Sec. 146, Her Majesty was empowered by Order in Council to admit Rupert's Land into the Union on such terms and conditions as were expressed in addresses from the Canadian Parliament, and as Her Majesty should think fit to approve.

But though by this Act and the Rupert's Land Act, 1868, Her Majesty was empowered to complete the formal transfer of Rupert's Land to the Dominion. Her Majesty was advised that Her approval could be properly given to such terms and conditions only as were agreed upon between the two real parties to the negotiation, viz.: The

Canadian Parliament and the Hudson's Bay Company. Her Majesty's Government, therefore, confined their action to the suggestion of such terms as they thought might be acceptable to both parties. Lord Kimberley desires me to refer you to two letters addressed by the direction of Lord Granville to the Governor of the Hudson's Bay Company, on the 22nd February and 9th March, 1869, in which the position of Her Majesty's Government in respect to these negotiations is carefully defined. It was a source of great gratification to Her Majesty's Government when the terms of arrangement proposed by Lord Granville in the last of these two letters were, with some slight changes, adopted both by the Canadian Government and the Hudson's Bay Company. Her Majesty's Government were in no way responsible for the unfortunate disturbances in the Red River Settlement, which occasioned the delay of the actual surrender and transfer of the Company's territory, and they readily lent their aid towards the restoration of order in the disturbed district.

Lord Kimberley, therefore, desires me to say that he cannot admit any liability on the part of Her Majesty's Government to make good the losses of the Hudson's Bay Company. If the Company consider that they have claims against Canada they must represent their case to the Canadian Government, but Her Majesty's Government do not feel called upon to interfere in respect of such claims.

A copy of your letter and of this answer will be transmitted to the Governor General of Canada.

I am, &c.,

(Signed H. T. HOLLAND.)

The Right Honorable  
Sir STAFFORD NORTHCOTE  
&c., &c., &c.

*The Secretary of State for the Colonies to the Governor General.*

(Canada—No. 360 )

DOWNING STREET, 23rd February, 1871.

MY LORD,—With reference to previous correspondence, I have the honor to transmit to your Lordship a copy of a letter from the Hudson Bay Company, urging their claim to compensation for the losses maintained by them in consequence of the late disturbances in the Red River Settlement.

I request that you will bring this letter under the notice of your Government, who I have no doubt, will give a fair consideration to any reasonable claim on the part of the Company to compensation for their losses. Those losses must fall not only on the shareholders at home, but also on the Company's servants in America, and apart from the question of Justice, the Canadian Government cannot fail to perceive the importance of preserving the good will of a body of men who are scattered over the whole of the Territory newly annexed to the Dominion, and who from their intimate knowledge of the country and connection with its inhabitants, must still retain a special influence over its affairs.

I have, &c.,

(Signed) KIMBERLEY.

Governor General  
The Right Honorable  
LORD LISGAR, G.C.B., &c., &c.

(Copy—No. 88.)

*Lord Lisgar to the Earl of Kimberley.*

GOVERNMENT HOUSE, OTTAWA, 20th April, 1871.

MY LORD,—I have the honor to forward, herewith, a copy of a Report of the Privy Council of the Dominion with reference to the claims of the Hudson Bay Company, to compensation for losses sustained in consequence of the recent disturbances in the Red River Settlement.

The Council state that "while far from admitting the justice of the claim for interest from 1st December, 1869, to the date of payment, they would undertake to "make good that claim;" provided that the Imperial Government will undertake to satisfy the claim for the other losses sustained by the Company.

I have, &amp;c.,

(Signed)

LISGAR.

The Right Honorable

The Earl of Kimberley, &amp;c., &amp;c.

*Sir C. Lampson to Sir F. Rogers.*

HUDSON BAY HOUSE,

LONDON, 22nd February, 1871.

SIR,—With reference to the correspondence which has passed on the subject of the claims of the Hudson Bay Company for compensation in respect of the losses sustained by them in the course of the recent disturbance at Red River Settlement, and the interview that the Governor and the Deputy Governor had the honor to have with the Earl of Kimberley, I have to state, for the information of His Lordship, that in the month of November last, the Committee brought the subject under the notice of the Canadian Government, who replied by a simple acknowledgment of the communication.

The sitting of the Dominion Parliament at the present moment appears to the Committee to afford an opportunity for the amicable settlement of all matters arising out of the disturbances to which I have referred, and as the Earl of Kimberley has not hitherto recognised the claim on the part of the Company against Her Majesty's Government, the Committee venture to request that His Lordship may be pleased to recommend to the favorable consideration of the Dominion Government the claims put forward by the Hudson Bay Company for reimbursement of their losses, the exact amount of which has not yet been ascertained.

In making this request, the Committee feel that the Company are entitled, under all the circumstances of the case, to fair and liberal compensation. They are strengthened in this opinion by the correspondence which was presented to Parliament in August last, and they take the liberty of referring to Earl Granville's despatches to the Governor General of Canada, dated 30th November, 1869, and 26th January, 1870, in which the following passages occur:—

"Throughout these negotiations (the negotiations for the surrender of the Company's rights), it has never been hinted that the Company is to be bound to hand over its territory in a state of tranquility; rather its inability to secure that tranquility, and the dangers resulting from that inability, to the neighboring colony, is taken for granted why its responsibility should be adopted by Canada."

And again: "These proceedings (the proceedings of Mr. McDougall and Colonel Dennis), do not render Her Majesty's Government less desirous of restoring tranquility under the authority of the Dominion. But they have certainly enhanced the



responsibility of the Canadian Government and added to the complications which I was afraid might arise from the delay in completing the surrender of Rupert's Land to the Dominion. \* \* \*

"I am bound to state my opinion that, considering all that has passed, the claim of the Company to interest on the purchase money of their territory, from the first of last month (December), appears to be a reasonable one."

In conclusion, I am to express the hope of the Committee that Earl Kimberley will afford the Company the benefit of his influence in their endeavour to obtain not only the interest on the purchase money, but the amount exacted from them as ransom for their stock of furs that were seized by the Provisional Government during the rebellion, and compensation for the pillage of their stores.

I have, &c.,

(Signed)

C. M. LAMPSON,  
*Deputy Governor.*

Sir FREDERIC ROGERS, Bart.,  
&c. &c. &c.  
Colonial Office.

(98)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 10th April, 1878 ;—For copies of all Orders in Council relating to the recent seizure of Mr. J. K. Boswell's brewery, in the City of Quebec, and to the imposition of certain fines, &c., in connexion therewith, &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th April, 1878.

(99)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For certain information respecting number, &c., of Cadets nominated to the Royal Navy by the Colonies of the Empire, by the Dominion of Canada and the several Provinces thereof.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 15th April, 1878.

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

(100)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd April, 1878;—For copy of the Order in Council, regulating and determining the rights, powers and duties imposed on the Harbor Master, for the Port of Col-lingwood, and fixing his remuneration, and any other Order or Orders amending the same; and a statement showing the moneys received by the Harbor Master of the said Port for the year ending on 31st December last, &c.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

(101)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 20th February, 1878;—For copies of accounts and vouchers showing the amount of expenses incurred in running the steamer *Northern Light*, between Georgetown and Pictou down to date; also the cost of repairs of said steamer during the summer of 1877.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

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

(102)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For copies of all correspondence, &c., connected with a lease from the Government of Nova Scotia, and from the Dominion Government to the Hon. Alex. McFarlane, of certain mud flats and oyster beds in Counties of Colchester and Cumberland, with copies of said leases, &c.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

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

**RETURN**

(103.)

To an ORDER of the HOUSE OF COMMONS, dated 20th March, 1878;—For Return, in detail, of the amount of Ammunition furnished during 1875, 1876 and 1877, to the Active Volunteer Battalions, &c., of the Dominion, &c.

By Command

R. W SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

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DETAILED STATEMENT of Ammunition issued to the Active Militia for practice, for the years 1875, 1876 and 1877.

MILITARY DISTRICT No. 1.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1875.			
June 12.....	Windsor Infantry Company.....	500	
do 12.....	27th Battalion.....	920	
do 12.....	29th do.....	2,400	
do 19.....	Camp Quartermaster.....	28,000	30,000
Aug. 16.....	33rd Battalion.....	500	
Sept. 6.....	Camp Quartermaster.....	30,240	40,000
do 13.....	29th Battalion.....	3,500	
Oct. 18.....	Leamington Infantry Company.....	420	
do 30.....	Windsor do.....	420	
Nov. 2.....	7th Battalion.....	150	
do 13.....	24th do.....	420	
Dec. 17.....	24th do.....	420	
		67,890	70,000
Sept. 17.....	Returned into Stores from Camp.....	5,760	33,730
		62,130	36,270
1876.			
March 22.....	22nd Battalion.....	420	
May 2.....	Leamington Infantry Company.....		840
do 12.....	27th Battalion.....	2,520	
do 12.....	25th do.....	840	
do 12.....	Sarnia Garrison Battery.....	840	
do 15.....	25th Battalion.....		840
do 20.....	27th do.....	420	840
June 9.....	Leamington Infantry Company.....	630	
do 20.....	24th Battalion.....	420	
do 21.....	26th do.....	630	840
do 28.....	30th do.....	6,300	8,400
do 28.....	25th do.....	630	840
July 4.....	26th do.....	1,260	1,680
do 12.....	Windsor Infantry Company.....	630	840
Aug. 21.....	26th Battalion.....	1,260	1,680
Sept. 9.....	25th do.....	630	840
do 12.....	32nd do.....	5,040	6,720
do 12.....	Wellington Field Battery.....	1,110	1,480
do 13.....	28th Battalion.....	630	840
do 27.....	Kingsville Troop.....	630	840
do 28.....	26th Battalion.....	1,260	1,680
Oct. 2.....	Mooretown Troop.....	630	840
do 3.....	26th Battalion.....	1,260	1,680
do 14.....	25th do.....	630	840
do 29.....	29th do.....	3,780	5,040
Nov. 13.....	28th do.....	630	840
do 29.....	7th do.....	630	
		33,660	39,280
1877.			
June 2.....	24th Battalion.....	630	840
do 14.....	25th do.....	1,300	1,300
do 20.....	22nd do.....	840	840
do 20.....	Wellington Field Battery.....	1,480	
do 21.....	Kingsville Troop.....	840	840
do 30.....	27th Battalion.....	840	
July 14.....	Windsor Infantry Company.....	840	
do 19.....	Goderich Garrison Battery.....	840	

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 1—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1877.			
Aug. 18.....	24th Battalion.....	840	840
do 29.....	22nd do .....	2,520	2,520
do 29.....	27th do .....	840	840
do 29.....	32nd do .....	840	840
Sept. 10.....	St. Thomas Troop.....	840	840
do 10.....	22nd Battalion.....	1,680	1,680
do 10.....	32nd do .....	840	840
do 10.....	24th do .....	1,680	1,680
do 28.....	22nd do .....	840	840
do 28.....	32nd do .....	840	840
do 28.....	24th do .....	840	840
Oct. 17.....	32nd do .....	3,360	3,360
do 25.....	33rd do .....	2,520	2,520
do 25.....	24th do .....	840	840
Nov. 9.....	Kingsville Troop.....	840	840
do 11.....	7th Battalion.....	5,880	5,880
do 17.....	27th do .....	840	840
Dec. 3.....	33rd do .....	840	840
Total Rounds.....		35,330	32,380

## MILITARY DISTRICT No. 2.

1875.			
May 20.....	Colonel Durie, D.A.G.....	96,600	71,800
Dec. 31.....	Returned into Store from Camp.....	10,000	31,800
Total Rounds.....		86,600	40,000
1876.			
June 21.....	2nd Regiment of Cavalry.....	1,800	2,400
do 28.....	12th Battalion.....	2,350	4,200
do 30.....	31st do .....	230	1,680
do 30.....	37th do .....	3,150	4,200
July 3.....	35th do .....	.....	8,400
do 14.....	13th do .....	2,700	3,600
do 25.....	10th do .....	4,500	6,000
do 29.....	2nd do .....	5,000	.....
Aug. 19.....	10th do .....	500	.....
Sept. 9.....	77th do .....	3,780	5,040
do 20.....	2nd do .....	.....	6,000
do 22.....	2nd Regiment of Cavalry.....	450	600
do 23.....	38th Battalion.....	3,780	3,600
Oct. 10.....	Governor General's Body Guard.....	600	950
do 14.....	2nd Regiment of Cavalry.....	450	600
do 21.....	Engineer Company, Toronto.....	1,050	1,400
Dec. 4.....	44th Battalion.....	5,040	6,720
Total Rounds.....		35,380	55,390
1877.			
June 14.....	37th Battalion.....	5,880	5,880
do 28.....	2nd Regiment of Cavalry.....	1,400	1,400
July 16.....	do do .....	700	700
do 20.....	Engineer Company, Toronto.....	1,400	.....
do 30.....	2nd Battalion.....	8,400	.....

DETAILED STATEMENT of Ammunition issued, &c.—Continued.

MILITARY DISTRICT No. 2—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1877.			
Aug. 3.....	10th Battalion.....	8,400	3,400
do 4.....	13th do.....	5,040	5,040
Sept. 19.....	2nd Regiment of Cavalry.....	640	640
do 20.....	12th Battalion.....		840
do 21.....	20th do.....	5,180	5,180
do 25.....	Governor General's Body Guard.....	1,400	1,400
do 26.....	38th Battalion.....	2,220	2,220
Oct. 12.....	44th do.....	1,640	1,500
do 13.....	2nd Regiment of Cavalry.....	700	700
do 29.....	Garrison Battery, Toronto.....	840	
Total Rounds.....		43,840	33,900

MILITARY DISTRICT No. 3.

1875.			
May 28.....	"A" Battery.....	5,240	
June 7.....	3rd Regiment of Cavalry.....	1,890	1,280
do 7.....	46th Battalion.....	5,670	2,780
do 7.....	45th do.....	3,780	2,520
do 7.....	46th do.....	3,780	2,520
do 7.....	57th do.....	3,780	2,520
do 21.....	4th Regiment of Cavalry.....	2,520	1,680
do 21.....	14th Battalion.....	3,300	2,200
do 21.....	18th do.....	3,780	2,530
do 21.....	47th do.....	4,410	2,940
do 21.....	48th do.....	3,780	2,520
Aug. 20.....	49th do.....	500	
Oct. 5.....	48th do.....	630	
do 16.....	Garrison Artillery, Cobourg.....	1,000	
Total Rounds.....		44,060	23,470
1876.			
May 13.....	"A" Battery.....	5,240	
June 24.....	Garrison Artillery, Cobourg.....	600	
do 24.....	14th Battalion.....	3,150	4,200
do 24.....	45th do.....	3,780	5,040
July 1.....	48th do.....	3,780	5,040
do 11.....	47th do.....	4,410	
do 14.....	46th do.....	3,780	5,040
Sept. 1.....	57th do.....	3,780	
do 14.....	Garrison Artillery, Port Hope.....	600	1,280
do 14.....	3rd Regiment of Cavalry.....	960	2,000
do 28.....	Military College.....		840
Oct. 25.....	49th Battalion.....	630	840
Nov. 13.....	Garrison Artillery, Trenton.....	630	1,680
do 20.....	49th Battalion.....	1,260	
Total Rounds.....		32,600	25,960
1877.			
Jan. 3.....	4th Regiment of Cavalry.....	522	700
June 11.....	40th Battalion.....	2,520	5,020
do 12.....	"A" Battery.....	2,620	2,620
do 20.....	47th Battalion.....	1,680	1,680



## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 3—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1877.			
June 28	14th Battalion	5,040	5,040
July 17	Garrison Artillery, Nananee	840	840
do 26	3rd Regiment of Cavalry	680	680
Sept 5	46th Battalion	5,000	5,000
do 8	57th do	5,040	5,040
do 11	15th do	5,040	5,040
Nov 10	40th do	840	840
Dec 11	16th do	840	840
Total Rounds		30,642	32,480

## MILITARY DISTRICT No. 4.

1875.			
April 28	Governor General's Foot Guards		2,600
May 17	do do		2,440
June 12	D. A. G., for Camp		24,300
do 30	Ottawa Brigade Garrison Artillery	3,090	
do 30	41st Battalion	2,865	
do 30	42nd do	3,900	
do 30	43rd do	2,535	
do 30	56th do	2,550	
do 30	59th do	2,510	
July 29	Governor General's Foot Guards	3,000	
do 20	42nd Battalion	2,000	
Aug 2	Governor General's Foot Guards	500	
do 7	Wakefield Infantry Company	1,500	
do 16	Field Battery, Ottawa	1,500	
do 31	18th Battalion	3,800	
Sept 18	Governor General's Foot Guards	130	
Oct 15	do do	630	
Total Rounds		30,510	29,340
1876.			
April 25	Governor General's Foot Guards		1,500
May 9	do do		5,100
do 29	do do	500	
June 23	Prescott Troop	500	700
do 23	41st Battalion	3,500	3,000
do 23	42nd do	2,000	3,500
do 23	56th do	4,000	6,000
do 23	59th do	2,000	5,500
July 28	Governor General's Foot Guards	500	
do 6	Ottawa Troop	500	700
do 29	56th Battalion	1,000	1,000
Sept 27	Vernon Infantry Company	1,000	
July 1	Ottawa Brigade Garrison Artillery	3,780	5,040
Oct 21	Metcalf Infantry Company	1,000	1,000
Total Rounds		20,280	33,040
1877.			
May 1	Governor General's Foot Guards		6,800
do 23	do do	1,000	
do 26	Prescott Troop	500	1,000

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 4—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1877.			
May 25	Gananoque Field Battery	500	
do 25	41st Battalion	3,000	3,000
do 25	42nd do	4,500	4,500
do 25	56th do	4,000	4,000
do 25	59th do	1,500	1,000
do 25	Goulbourne Infantry Company	1,000	
June 11	Governor General's Foot Guards	1,500	400
do 19	Ottawa Troop		
do 29	Ottawa Brigade Garrison Artillery	2,000	
July 23	Governor General's Foot Guards	500	
Sept. 10	do do	242	
Oct. 8	Ottawa Field Battery	1,500	
Total Rounds		21,742	25,000

## MILITARY DISTRICT No. 5.

1875.			
June 17	Montreal Cavalry	500	500
do 17	Huntingdon Cavalry	750	750
do 22	St. Andrews do	750	750
do 22	60th Battalion	6,500	6,500
do 22	61st do	6,500	6,500
do 22	11th do	6,500	6,500
do 22	Eardley Infantry Company	750	750
July 9	6th Battalion	6,700	500
do 14	Cookshire Cavalry	750	500
do 14	Stanstead do	750	500
do 14	Compton do	750	500
do 14	Sherbrooke do	750	500
do 14	54th Battalion	5,000	4,000
do 14	58th do	8,500	7,000
do 20	Montreal Garrison Artillery	10,000	
do 23	1st Prince of Wales Regiment	10,000	5,000
Aug. 2	3rd Battalion	10,000	5,000
do 3	79th do	6,500	
do 10	Wakefield Infantry Company	500	
do 10	Brome Cavalry	500	
do 13	do	750	500
do 13	Missisquoi Cavalry	750	2,500
do 13	21st Battalion	3,500	4,000
do 13	52nd do	5,000	4,000
do 13	60th do	5,000	5,000
do 13	79th do		4,000
do 14	53rd do	5,000	4,000
Oct. 19	6th do		3,000
Nov. 10	"B" Battery Detachment	500	
Total Rounds		103,450	68,750
1876.			
May 23	No. 1 Company of Engineers		600
June 21	55th Battalion		500
July 11	6th do	3,780	
do 12	3rd do	3,780	
do 12	No. 1 Company of Engineers	585	

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 5—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1876.			
July 18	5th Battalion	3,780	
do 19	79th do	4,410	5,880
do 19	50th do	3,780	5,040
do 20	53rd do	3,150	4,200
do 21	1st Prince of Wales Regiment	3,780	
do 21	Montreal Garrison Artillery	2,520	
do 28	11th Battalion	4,410	5,880
Aug. 24	52nd do	3,150	4,200
do 24	54th do	2,520	3,360
do 24	60th do	3,150	4,200
do 25	Missisquoi Cavalry	500	700
do 25	Huntingdon do	500	700
Sept. 1	Montreal do	500	
do 8	Wakefield Infantry Company	585	780
do 13	58th Battalion	3,885	5,560
do 20	51st do	3,360	
Nov. 11	Shefford Field Battery	500	
do 11	79th Battalion	4,000	
do 11	60th do	6,000	
do 11	52nd do	6,000	
do 13	Huntingdon Cavalry	500	
do 13	51st Battalion	8,000	
do 13	50th do	8,000	
do 16	Missisquoi Cavalry	500	
1877.	Total Rounds	85,625	41,600
May 21	1st Prince of Wales Regiment		3,500
do 22	6th Battalion		3,500
do 23	5th do		3,500
June 23	No. 1 Company of Engineers		500
do 19	51st Battalion	6,500	6,500
do 19	No. 1 Company of Engineers	800	300
do 21	Sherbrooke Cavalry	500	500
do 21	Compton do	500	500
do 21	Cookshire do	500	500
do 21	Stanstead do	500	500
do 23	54th Battalion	1,600	1,600
do 23	3rd do	5,000	1,500
July 27	53rd do	3,200	3,200
do 3	Montreal Cavalry	500	500
do 4	5th Battalion	5,000	1,500
do 4	6th do	5,000	1,500
do 6	11th do	4,000	3,900
do 7	50th do	3,200	3,200
do 16	1st Prince of Wales Regiment	5,000	1,500
Aug. 16	Montreal Field Battery	500	500
do 20	60th Battalion	2,500	2,500
do 20	Shefford Field Battery	500	500
do 27	79th Battalion	4,200	4,200
do 31	Eardley Infantry Company	240	840
Sept. 6	Missisquoi Cavalry	700	700
do 12	52nd Battalion	3,360	3,360
do 12	58th do	2,520	2,520
do 25	Brome Cavalry	700	500
do 1	Huntingdon Cavalry	700	500
Oct. 10	1st Prince of Wales Regiment	500	
do 10	3rd Battalion	500	
do 10	6th do	700	
	Total Rounds	60,020	54,320

DETAILED STATEMENT of Ammunition issued, &c.—Continued.

MILITARY DISTRICT No. 6.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1875.			
July 8	Three Rivers Battalion	7,900	
do 15	Joliette Battalion	7,900	
do 15	8th Battalion	4,800	
Total Rounds		20,600	
1876.			
July 6	64th Battalion	3,780	5,040
do 10	80th do	3,780	5,040
do 15	Joliette Battalion	3,150	4,200
do 15	Three Rivers Battalion	3,150	4,200
do 15	65th Battalion	3,780	5,040
Aug. 11	St. Hyacinthe Battalion	2,550	3,400
Oct. 3	St. Simon Infantry Company	630	882
do 3	St. Pie do	630	882
do 3	Sorel do	630	882
Total Rounds		22,080	29,568
1877.			
May 28	76th Battalion	1,890	1,890
June 25	64th do	5,040	5,040
July 2	Joliette Battalion	4,200	4,200
do 2	80th Battalion	5,040	5,040
do 2	76th do	2,700	2,700
do 2	65th do	5,040	5,040
Dec. 6	St. Jean Baptiste Infantry Company	900	900
Total Rounds		24,810	24,810

MILITARY DISTRICT No. 7.

1875.			
June 23	55th Battalion	3,780	5,040
July 8	Charlevoix Battalion	2,520	3,360
do 8	70th Battalion	4,155	5,040
do 8	Portneuf Battalion	4,200	1,500
do 15	"B" Battery	7,360	
do 22	do	315	840
Aug. 14	9th Battalion	4,410	5,880
do 14	Temiscouata Battalion	2,520	3,360
do 14	Kamouraska do	2,520	3,360
do 14	Rimouski do	2,520	3,360
do 16	Quebec County do	2,520	3,360
do 28	Beauce do	630	840
do 31	17th do	5,040	6,720
do 31	Dorchester do	2,520	3,360
Sept. 25	81st Battalion	3,150	4,200
Total Rounds		48,160	50,220
1876.			
March 20	8th Battalion	3,150	840
July 1	Gaspé Garrison Artillery	630	1,680
do 4	Quebec County Battalion	1,260	3,360
do 5	55th Battalion	2,520	

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 7—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1876.			
July 5	70th Battalion	3,150	4,200
do 5	17th do	1,890	2,520
do 6	23rd do	630	840
do 6	Charlevoix Battalion	1,890	2,520
do 8	"B" Battery	5,220	3,500
do 8	Dorchester Battalion	2,520	3,360
do 8	Portneuf do	1,260	1,680
do 8	St. Raymond Company	630	840
do 17	Kamouraska Battalion	1,890	2,520
do 24	Rimouski do	1,890	2,520
do 27	Temiscouata do	1,890	2,520
Sept. 16	"B" Battery	1,110	.....
Oct. 11	61st Battalion	1,890	2,520
Nov. 18	"B" Battery	6,000	.....
do 18	8th Battalion	3,150	.....
Total Rounds		42,570	35,420
1877.			
March 21	"B" Battery	5,760	3,000
June 11	17th Battalion	840	840
July 3	Quebec County Battalion	2,520	2,520
do 3	Gaspé Garrison Artillery	840	840
do 4	55th Battalion	2,520	2,520
do 4	Portneuf Battalion	3,360	3,360
do 5	Charlevoix do	2,520	2,520
do 6	23rd Battalion	1,680	1,680
do 6	70th do	2,520	2,520
do 7	Rimouski Battalion	1,680	1,680
do 14	Dorchester do	840	840
do 14	Kamouraska do	1,680	1,680
do 24	Fox River Company	840	840
Aug. 7	Temiscouata Battalion	840	840
do 15	9th Battalion	840	.....
do 3	1st Quebec Troop	840	.....
do 11	17th Battalion	3,360	3,360
do 21	61st do	1,680	1,680
Oct. 3	2nd Quebec Troop	840	.....
Dec. 1	Quebec Field Battery	1,000	.....
Total Rounds		37,000	30,720

## MILITARY DISTRICT No. 8.

1875.			
Feb. 1	73rd Battalion	3,920	.....
May 6	71st do	750	.....
June 26	New Brunswick Cavalry	4,500	6,000
July 2	St. Andrew's Camp	10,675	14,800
do 13	73rd Battalion	3,150	4,200
do 19	62nd do	3,360	4,800
Aug. 11	71st do	5,250	.....
do 16	New Brunswick Engineers Company	1,560	.....
do 18	67th Battalion	10,500	.....
do 18	New Brunswick Cavalry	2,340	.....
Sept. 13	St. George's Infantry Company	1,120	.....

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 8—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1875.			
Sept. 24.....	74th Battalion.....	6,720	3,360
do 28.....	New Brunswick Brigade Garrison Artillery.....	6,720	
do 29.....	62nd Battalion.....	6,720	
Oct. 4.....	New Brunswick Brigade Garrison Artillery.....	1,680	
do 5.....	Newcastle Field Battery.....	3,000	
do 6.....	New Brunswick Cavalry.....	4,920	
do 7.....	New Brunswick Engineers Company.....		1,300
Nov. 12.....	Deer Island Company.....	1,050	
	Total Rounds.....	77,935	34,560
1876.			
April 12.....	Dalhousie Infantry Company.....	1,600	
June 17.....	67th Battalion.....	3,960	5,280
do 17.....	71st do.....	2,640	3,520
do 19.....	St. George's Company.....	660	880
do 19.....	74th Battalion.....	3,300	4,400
do 20.....	Dalhousie Company.....	660	880
do 27.....	Deer Island Company.....	660	880
July 3.....	73rd Battalion.....	1,980	2,640
do 8.....	New Brunswick Cavalry.....	3,300	
do 12.....	62nd Battalion.....	3,960	
Aug. 14.....	New Brunswick Engineers Company.....	660	
Sept. 5.....	67th Battalion.....	2,400	
Oct. 2.....	73rd do.....	1,200	
do 10.....	67th do.....	600	
	Total Rounds.....	27,580	18,480
1877.			
May 23.....	St. George's Company.....	800	
July 4.....	73rd Battalion.....	4,200	4,200
do 5.....	New Brunswick Cavalry.....	1,680	1,680
do 7.....	74th Battalion.....	1,680	1,680
Oct. 31.....	New Brunswick Brigade Garrison Artillery.....	3,360	
do 31.....	Dalhousie Company.....	840	840
	Total Rounds.....	12,560	8,400

## MILITARY DISTRICT No. 9.

1875.			
June 15.....	78th Battalion.....	4,200	5,600
do 17.....	Victoria Battalion.....	1,000	2,600
July 16.....	68th Battalion.....	12,800	6,400
do 16.....	1st Brigade Garrison Artillery.....	9,600	4,800
do 16.....	63rd Battalion.....	10,600	5,300
do 26.....	2nd Brigade Garrison Artillery.....	8,840	4,420
Sept. 25.....	Digby Garrison Battery.....	1,600	800
do 11.....	Camp, Aylesford.....	15,750	21,000
	Total Rounds.....	64,390	50,920
1876.			
June 15.....	Victoria Battalion.....	2,925	3,900
July 7.....	Halifax Field Battery.....	1,125	

## DETAILED STATEMENT of Ammunition issued, &amp;c.—Continued.

## MILITARY DISTRICT No. 9—Concluded.

Date.	Corps.	Rounds.	
		Ball.	Blank.
1876.			
July 7	1st Brigade Garrison Artillery	2,400	3,200
do 7	Cumberland Battalion	1,755	3,340
do 11	68th Battalion	3,780	5,040
do 11	69th do	3,780	5,040
do 13	78th do	3,150	5,000
do 15	66th do	2,520	3,360
do 15	63rd do	3,150	4,200
do 19	72nd do	2,400	3,200
do 22	Mahone Bay Garrison Artillery	585	780
do 22	Lunenburg do	585	780
do 22	Pictou do	585	780
do 27	2nd Brigade do	1,800	2,400
Sept. 14	75th Battalion	2,400	3,200
Total Rounds		32,940	43,220
1877.			
May 22	75th Battalion	1,320	1,320
do 22	Digby Garrison Artillery	780	760
do 22	78th Battalion	1,320	1,320
do 24	72nd do	3,120	3,120
do 24	Cumberland Battalion	1,560	1,560
do 31	63rd Battalion	1,680	1,680
do 31	78th do	1,680	1,680
June 11	Cumberland Battalion	660	660
do 18	Halifax Field Battery	1,600	
do 19	1st Brigade Garrison Artillery	2,520	
do 19	66th Battalion	5,040	5,040
do 19	63rd do	3,360	3,360
July 17	Mahone Garrison Artillery	780	780
do 17	Lunenburg do	780	780
do 18	69th Battalion	3,360	3,360
do 18	Kingsville Troop	660	660
do 18	2nd Brigade Garrison Artillery	3,200	
Aug. 2	68th Battalion	4,200	4,200
do 2	72nd do	660	660
do 20	75th do	1,560	1,560
Dec. 3	Pictou Garrison Artillery	780	780
Total Rounds		40,500	33,280

## MILITARY DISTRICT No. 10.

1875.			
May 18	Lisgar Rifle Company	760	
Sept. 9	Provisional Battalion		1,400
do 15	Garrison Artillery	250	
Nov. 25	Provisional Battalion		57
Total Rounds		1,010	1,497
1876.			
Feb. 1	Garrison Artillery	1,200	
do 1	Provisional Battalion	4,680	
Total Rounds		5,880	

DETAILED STATEMENT of Ammunition issued, &c.—Continued.

MILITARY DISTRICT No. 10—Concluded.

Date.	Corps	Rounds.	
		Ball.	Blank.
1877.			
June 11.....	Kildonan Company.....	900	900
do 30.....	Winnipeg Field Battery.....		99
July 19.....	No. 1 Winnipeg Company.....	900	900
Oct 8.....	Emerson do.....	1,000	900
Nov. 24.....	Winnipeg Field Battery.....	500	
Total Rounds.....		3,300	2,799

MILITARY DISTRICT No. 11.

1875.			
March 30.....	No. 1 Westminster Company.....	2,940	1,300
Oct. 11.....	do do.....	3,780	
Nov. 10.....	Seymour Garrison Artillery.....	4,200	
do 20.....	Nanaimo Company.....	4,200	
Total Rounds.....		15,120	1,300
1876.			
March 6.....	Seymour Garrison Artillery.....	920	800
July 1.....	No. 1 Victoria Company.....	600	800
do 1.....	No. 2 do.....	600	
Dec. 5.....	No. 1 Nanaimo Company.....	4,200	
Total Rounds.....		6,320	1,600
1877.			
June 25.....	No. 1 Westminster Company.....	2,100	
do 25.....	No. 1 Nanaimo do.....	4,200	1,400
Aug. 13.....	No. 1 Westminster do.....	1,400	3,000
do 13.....	Seymour Garrison Artillery.....	875	1,900
do 13.....	No. 1 Nanaimo Company.....	805	
Total Rounds.....		9,380	5,300

MILITARY DISTRICT No. 12.

1875.			
July 22.....	Kings County Battalion.....		2,400
do 29.....	Prince do.....		2,400
Dec. 14.....	Queens do.....	2,550	
do 24.....	No. 2 Company, Charlottetown.....	1,000	
Total Rounds.....		3,550	4,800
1876.			
Jan. 4.....	Prince County Battalion.....	2,730	
do 15.....	Queens do.....	2,770	78
March 23.....	do do.....		
April 5.....	Kings do.....	75	
do 23.....	No. 2 Charlottetown Garrison Artillery.....	1,075	



DETAILED STATEMENT of Ammunition issued, &c.—*Concluded.*MILITARY DISTRICT No. 12—*Concluded.*

Date.	Corps.	Rounds.	
		Ball.	Blank.
1876.			
May 22.....	Prince County Battalion.....		600
June 1.....	No. 1 Charlottetown Garrison Artillery.....	1,075	
do 30.....	Prince County Battalion.....	1,050	
July 8.....	do do.....	630	840
do 10.....	Kings County Garrison Artillery.....	1,260	1,680
do 12.....	No. 2 Charlottetown Garrison Artillery.....	630	840
do 12.....	Prince County Battalion.....	630	840
	Total Rounds.....	11,925	4,878
1877.			
June 20.....	Summerside Garrison Artillery.....	840	840
do 21.....	Prince County Battalion.....	1,680	1,680
July 14.....	Kings do.....	1,700	1,700
Aug. 6.....	2nd Charlottetown Garrison Artillery.....		300
do 10.....	Queens County Battalion.....	2,560	2,560
	Total Rounds.....	6,780	7,080

(Signed) THOS. WILY, Lieutenant-Colonel,  
Director of Stores

OTTAWA, April 13th, 1878.

DETAILED STATEMENT of Ammunition sold by the Department of Militia and Defence for the years 1875, 1876 and 1877.

Date.	Purchaser.	Rounds.	Amount.	
			No.	\$ cts.
1875.				
Jan. 7	Lieut.-Col. Gemmell, 42nd Battalion	1,000		24 00
do 22	Lieut.-Col. Atwood, 26th Battalion	1,000		24 00
do 22	W. P. Marston, Queen's Own	2,000		48 00
do 26	Manitoba Rifle Association	3,000		72 00
April 14	J. Stenhouse, 1st Prince of Wales Rifles	1,500		36 00
do 17	Capt. Patrick, Ottawa Brigade Garrison Artillery	500		12 00
do 21	S. Pope (private practice)	500		12 00
May 3	Ontario Rifle Association	3,000		72 00
do 5	P. B. Symes, Governor General's Foot Guards	500		12 00
do 7	S. Pope (private practice)	1,000		24 00
do 12	Lieut. Todd, Governor General's Foot Guards	500		12 00
do 12	J. J. Mason, 13th Battalion	1,000		24 00
do 13	T. J. Costen, Armourer	1,000		25 00
do 19	Major McDonald, Wellington Field Battery	3,000		48 00
do 21	Lieut. Todd, Governor General's Foot Guards	1,000		24 00
do 21	Frank Clayton, Governor General's Foot Guards	500		12 00
do 21	F. Newby, Governor General's Foot Guards	500		12 00
do 25	Capt. Wilkinson, Leamington Infantry Company	1,000		24 00
do 28	H. Cawdron, Governor General's Foot Guards	500		12 00
do 28	W. Harkins, 18th Battalion	500		12 00
do 28	Lieut.-Col. Moffatt, Brigade Major	500		12 00
do 31	T. Marks, Rifle Range, Montreal	1,000		24 00
June 2	Dominion Rifle Association	1,200		36 65
do 2	Storekeeper, St. John (private practice)	1,120		26 88
do 2	Capt. Burgess, 78th Battalion	500		12 00
do 2	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery	1,000		24 00
do 2	Capt. Bland, 1st Brigade Halifax Garrison Artillery	500		12 00
do 2	Lieut.-Col. Bremner, 66th Battalion	500		12 00
do 14	Capt. Todd, Governor General's Foot Guards	1,500		37 00
July 2	H. Cawdron, Governor General's Foot Guards	500		12 00
do 3	Capt. Todd, Governor General's Foot Guards	500		12 00
do 6	Capt. Bland, 1st Brigade Halifax Garrison Artillery	500		12 00
do 6	do do do	500		12 00
do 6	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery	500		12 00
do 6	Lieut.-Col. Jas. J. Bremner, 66th Battalion	500		12 00
do 6	do do do	500		12 00
do 6	Lieut.-Col. Chipman, 68th Battalion	1,000		24 00
do 6	J. Marks, Caretaker, Montreal	2,000		48 00
do 15	Sergeant Cawdron, Ottawa Range	500		12 00
do 15	Major Peck, 29th Battalion	1,500		36 00
do 15	Capt. Todd, Governor General's Foot Guards	500		12 00
do 21	Major McDonald, Wellington Field Battery	1,500		36 00
do 22	Quebec Rifle Association	5,000		110 00
do 22	Capt. Todd, Governor General's Foot Guards	500		12 00
do 23	"B" Battery, Quebec	1,500		36 00
do 23	Ramsay Rifle Association, Almonte	1,000		24 00
do 23	Sergeant Cawdron, Ottawa Range	500		12 00
do 26	Capt. Todd, Governor General's Foot Guards	500		12 00
do 26	Capt. J. J. Smith, 34th Battalion	500		12 00
do 28	Ontario Rifle Association	2,000		48 00
do 28	do do	10,000		240 00
do 29	N. Marks, Montreal Range	2,000		48 00
do 30	Capt. Todd, Governor General's Foot Guards	500		12 00
Aug. 3	Ingersoll Rifle Association	2,000		48 00
do 4	Sergeant Cawdron, Ottawa Range	500		12 00
do 4	Capt. Mason, 13th Battalion	1,000		24 00
do 7	Capt. Todd, Governor General's Foot Guards	1,000		24 00
do 9	Major A. Cates, Wakefield Infantry Company	1,500		36 00
do 11	Metropolitan Rifle Association	1,500		143 00
do 11	Quebec Rifle Association	3,360		74 92
do 16	Capt. Cook, 33rd Battalion	500		12 00

DETAILED STATEMENT of Ammunition sold, &c.—Continued.

Date.	Purchaser.	Rounds.		Amount.
		No.	\$ cts.	
1875.				
Aug. 16.....	Capt. Fashay, New Brunswick Cavalry.....	1,120	26 28	
do 16.....	Quebec Rifle Association.....	3,360	74 92	
do 18.....	Capt. Stewart, Ottawa Field Battery.....	500	12 00	
do 18.....	Sergeant Macdonald, 18th Battalion.....	500	12 00	
do 19.....	Sergeant Bennett, 49th Battalion.....	500	12 00	
do 19.....	Capt. Miller, 55th Battalion.....	1,000	24 00	
do 20.....	Major McPhee, 51st Battalion.....	500	12 00	
do 24.....	Major McDonald, Guelph Rifle Ass'n (Metropolitan R.A.)..	1,000	24 00	
do 25.....	Private E. Waldo, Governor General's Foot Guards.....	2,240	49 28	
do 25.....	Quebec Provincial Rifle Association.....	2,240	49 28	
do 25.....	Capt. Mason, 13th Battalion.....	1,000	24 00	
do 25.....	Guelph Rifle Association.....	2,000	48 00	
do 25.....	Capt. Sawyer, Cumberland Battalion.....	500	60 00	
do 25.....	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery.....	1,000	24 00	
do 25.....	Capt. McLeod, 78th Battalion.....	500	12 00	
do 25.....	Col. Bremner, 66th Battalion.....	500	12 00	
do 25.....	Capt. Bland, 1st Brigade Halifax Garrison Artillery.....	500	12 00	
do 25.....	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery.....	500	12 00	
do 25.....	Capt. Graham, Halifax Field Battery.....	500	12 00	
do 25.....	Col. Bremner, 66th Battalion.....	500	12 00	
do 25.....	Lieut. McLeod, 63rd Battalion.....	500	12 00	
do 25.....	Capt. Walsh, 63rd Battalion.....	500	12 00	
do 25.....	Lieut. McLeod, 63rd Battalion.....	1,000	24 00	
do 25.....	Col. Bremner, 66th Battalion.....	500	12 00	
do 26.....	Major Stewart, 55th Battalion.....	1,000	24 00	
do 26.....	Manitoba Rifle Association.....	2,000	48 00	
do 26.....	do do.....	5,000	120 00	
Sept. 6.....	County Carleton Rifle Association.....	560	13 44	
do 6.....	Militia Storekeeper, Fredericton.....	560	13 44	
do 6.....	Lieut.-Col. Beer, New Brunswick Rifle Association.....	7,280	174 72	
do 6.....	Lieut.-Col. Beer (private practice).....	1,120	26 88	
do 6.....	Major Murray, Clinton Infantry Company.....	2,500	60 00	
do 8.....	Capt. Burgess, 78th Battalion.....	1,000	24 00	
do 8.....	Capt. Walsh, 63rd Battalion.....	1,000	24 00	
do 8.....	Col. Pallister, 63rd Battalion.....	500	12 00	
do 8.....	Nova Scotia Rifle Association.....	8,000	192 00	
do 8.....	Major Harrison, Cumberland Battalion.....	500	12 00	
do 8.....	Cumberland County Rifle Association.....	2,000	48 00	
do 8.....	Capt. Black, Cumberland Battalion.....	500	12 00	
do 9.....	Albert Rifle Association.....	1,000	24 00	
do 9.....	Hespler Rifle Association.....	1,500	36 00	
do 9.....	Capt. Hooper, Napanee Garrison Artillery.....	500	12 00	
do 9.....	Capt. Walsh, Cobourg Garrison Artillery.....	1,000	24 00	
do 15.....	Major Hamel, 17th Battalion.....	500	12 00	
do 15.....	Manitoba Rifle Association.....	8,000	192 00	
do 22.....	Capt. Panton, 20th Battalion.....	500	12 00	
Oct. 24.....	School of Gunnery, Kingston.....	2,240	53 76	
do 5.....	Capt. Perley, New Brunswick Engineers.....	1,120	26 88	
do 12.....	Capt. Walsh, 63rd Battalion.....	500	12 00	
do 12.....	Capt. Bland, 1st Brigade Halifax Garrison Artillery.....	1,900	24 00	
do 12.....	Capt. Walsh, 63rd Battalion.....	500	12 00	
do 12.....	Capt. Lawrence, 78th Battalion.....	1,500	36 00	
do 12.....	Col. Bremner, 66th Battalion.....	2,000	48 00	
do 14.....	Bedford Rifle Association.....	500	12 00	
do 20.....	Prince Edward Island Provincial Rifle Association.....	6,000	144 00	
do 20.....	Metropolitan Rifle Association.....	1,120	24 64	
do 20.....	Capt. Pollard, Charlottetown Brigade Garrison Artillery...	500	12 00	
do 20.....	Capt. Brown, Queenstown Cavalry.....	200	4 00	
do 20.....	Lieut. Grant, Ottawa Brigade Garrison Artillery.....	1,000	24 00	
do 25.....	G. R. Booth, 43rd Battalion.....	500	12 00	
do 25.....	Capt. Stewart, Ottawa Field Battery.....	500	12 00	
do 25.....	Surgeon Oliver, 14th Battalion.....	750	18 00	

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.		Purchaser.	Rounds.	Amount.
1875.			No.	\$ cts.
Oct.	25.....	Sergeant Lowden, 56th Battalion.....	500	12 00
do	30.....	Ingersoll Rifle Association.....	1,500	36 00
Nov.	4.....	New Brunswick Engineers' Rifle Association.....	1,120	26 88
do	4.....	do do do.....	560	13 44
do	4.....	do do do.....	560	40 32
do	4.....	St. John County Rifle Association.....	1,680	26 88
do	4.....	Charlotte County Rifle Association.....	1,120	24 00
do	10.....	Caretaker Marks, Montreal.....	1,000	8 00
do	10.....	Sergeant Cawdron, Ottawa Range.....	500	12 00
do	11.....	Col. Pallister, 63rd Battalion.....	500	36 00
do	11.....	Capt. Walsh, 63rd Battalion.....	1,500	36 00
do	11.....	Col. Bremner, 66th Battalion.....	1,500	36 00
do	11.....	Capt. Bland, Halifax County Rifle Association.....	1,500	24 00
do	11.....	Digby County Rifle Association.....	1,000	36 00
do	11.....	Hants County Rifle Association.....	1,500	24 00
do	11.....	Capt. Burgess, 78th Battalion.....	1,090	12 00
do	11.....	Capt. Hooper, Napanee Battery.....	500	12 00
do	11.....	Capt. Leckie, 33rd Battalion.....	500	8 00
do	15.....	Capt. Gales, Wakefield Infantry Company.....	500	16 00
do	15.....	Col. Atwood, 26th Battalion.....	1,000	8 00
do	17.....	Capt. Wilson, 33rd Battalion.....	500	8 00
do	17.....	Capt. Hooper, Napanee Battery.....	500	20 00
Dec.	1.....	Capt. Wyman, 18th Battalion.....	1,200	8 00
do	1.....	Capt. Walsh, Governor General's Foot Guards.....	500	12 00
do	1.....	Capt. Demers, 17th Battalion.....	500	8 00
do	9.....	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery.....	500	8 00
do	9.....	Capt. Walsh, 63rd Battalion.....	500	24 00
do	15.....	Major Morris, Charlottetown Brigade Garrison Artillery.....	1,500	12 00
do	15.....	Capt. Longworth, Queens County, P.E.I., Battalion.....	500	12 00
do	15.....	Capt. Morgan, Metcalf Infantry Company.....	500	10 00
do	29.....	Capt. L. A. Leys, Paymaster.....	500	10 00
do	31.....	Capt. Harrison, 49th Battalion.....	500	300 00
do	31.....	Dominion Rifle Association.....	25,000	16 00
do	31.....	Northumberland County Rifle Association.....	1,000	10 00
do	31.....	Capt. Gordon, Pictou Brigade Garrison Artillery.....	500	8 00
do	31.....	Ensign Davidson, Charlottetown Battalion.....	500	16 00
do	31.....	Capt. Norris, Charlottetown Garrison Artillery.....	1,000	16 00
do	31.....	Capt. Longworth, Queens County Battalion.....	1,000	
Total.....			231,870	\$5,176 98
1876.				
Jan.	7.....	Col. Egleson, Ottawa Brigade Garrison Artillery.....	1,000	16 00
do	10.....	F. B. Leys, Paymaster, London.....	500	8 00
do	14.....	Col. Otter, Queen's Own Battalion.....	2,500	40 00
do	14.....	Capt. Walsh, 63rd Battalion.....	500	8 00
do	14.....	Capt. Walsh, 63rd Battalion.....	500	16 00
Feb.	5.....	Capt. Scott, 30th Battalion.....	1,000	298 08
do	7.....	New Westminster, B.C., Infantry Company.....	12,420	446 88
do	7.....	Victoria Rifles Infantry Company.....	18,620	31 68
do	7.....	Nanaimo, B.C., Infantry Company.....	1,320	16 40
March	10.....	Capt. McDonald, 42nd Battalion.....	1,000	16 00
do	24.....	James McGregor, Huntley.....	1,000	48 00
April	5.....	Major McDonald, Wellington Field Battery.....	3,000	8 00
do	5.....	Capt. Gordon, Pictou Brigade Garrison Artillery.....	500	32 00
do	12.....	Sergeant Marston, Armour Sergeant, Toronto.....	2,000	8 00
do	13.....	Capt. Scott, 8th Battalion.....	500	16 00
do	15.....	Capt. Ray, 8th Battalion.....	1,000	16 00
do	25.....	Capt. Scott, 8th Battalion.....	1,000	8 00
do	25.....	Capt. Morgan, 8th Battalion.....	500	32 00
do	26.....	Caretaker, Montreal Range.....	2,000	8 00
do	28.....	Capt. Hooper, Napanee Battery.....	500	8 00
do	29.....	Capt. Todd, Governor General's Foot Guards.....	500	64 00
May	3.....	Ontario Rifle Association.....	4,000	

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.	Purchaser.	Rounds.	Amount.
		No.	\$ cts.
1876.			
May 4	A. Balty, School of Gunnery.....	1,500	24 00
do 4	Sergeant Harkorn, Prince of Wales Battalion.....	1,000	16 00
do 4	Ensign Bate, Governor General's Foot Guards.....	500	8 00
do 5	Corporal Reardon, Governor General's Foot Guards.....	500	8 00
do 6	Sergeant Marston, Armour Sergeant, Toronto.....	2,000	32 00
do 9	3rd Battalion (Montreal) Rifle Association.....	1,500	24 00
do 9	Capt. Todd, Governor General's Foot Guards.....	1,000	16 00
do 11	Sergeant Gray, Governor General's Foot Guards.....	500	8 00
do 11	Capt. McLeod, Charlottetown Battalion.....	1,000	16 00
do 11	Capt. Longworth, Charlottetown Battalion.....	2,000	32 00
do 11	Major Morris, Charlottetown Garrison Artillery.....	1,000	16 00
do 13	A. Barker, Brockville and Ottawa Rifle Association.....	1,000	16 00
do 15	Guelph Rifle Association.....	1,500	24 00
do 15	Capt. H. Cook, 33rd Battalion.....	500	12 00
do 16	Sergeant Deslauriers, Governor General's Foot Guards.....	1,000	16 00
do 16	Capt. Hooper, Napanee Battery.....	1,000	16 00
do 20	Hastings Rifle Association.....	1,000	20 00
do 23	Caretaker Marks, Montreal Range.....	2,000	32 00
do 23	Capt. Todd, Governor General's Foot Guards.....	1,000	16 00
do 27	Col. Leys, Paymaster, London.....	1,000	16 00
do 29	Private E. Waldo, Governor General's Foot Guards.....	1,000	16 00
do 31	Dr. Malloch, Governor General's Foot Guards.....	500	8 00
do 31	Col. Martin, 6th Fusiliers.....	1,000	16 00
June 1	Ontario Rifle Association.....	10,000	160 00
do 1	Capt. Todd, Governor General's Foot Guards.....	1,500	24 00
do 2	Quebec Rifle Association.....	9,520	152 32
do 2	Col. Bethune, 3rd Victorias.....	1,000	16 00
do 3	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 5	Col. Bond, 1st Battalion.....	1,000	16 00
do 5	Lieut. Morkill, 53rd Battalion.....	500	10 00
do 6	Sergeant Conner, Governor General's Foot Guards.....	500	8 00
do 6	Prince Edward Island Provincial Rifle Association.....	2,250	36 00
do 6	Capt. Longworth, Charlottetown Battalion.....	2,000	32 00
do 6	Capt. Bland, 1st Brigade Halifax Garrison Artillery.....	500	8 00
do 6	Capt. Gordon, Pictou Battery Garrison Artillery.....	500	8 00
do 6	Capt. Mumford, 63rd Battalion.....	500	8 00
do 6	Ensign Egan, 63rd Battalion.....	500	8 00
do 6	Col. Pallister, 63rd Battalion.....	500	8 00
do 7	Caretaker, Montreal Range.....	3,000	48 00
do 7	Brockville and Ottawa Rifle Association.....	1,000	16 00
do 12	Capt. Todd, Governor General's Foot Guards.....	1,000	16 00
do 13	Capt. Casey, 25th Battalion.....	2,000	32 00
do 16	Manitoba Rifle Association.....	2,000	40 00
do 19	Capt. Ellis, 22nd Battalion.....	2,000	32 00
do 19	Capt. Leckie, 33rd Battalion.....	500	8 00
do 19	Dominion Rifle Association.....	1,400	36 60
do 20	Capt. Blanchard, 55th Battalion.....	500	8 00
do 20	Guelph Rifle Association.....	2,000	32 00
do 20	Capt. Atkinson, 5th Fusiliers.....	2,000	32 00
do 20	Capt. Perley, New Brunswick Engineers.....	2,240	35 84
do 22	Capt. Hooper, Napanee Battery.....	1,000	16 00
do 23	Sergeant Reardon, Governor General's Foot Guards.....	500	8 00
do 23	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 23	Surgeon Malloch, Governor General's Foot Guards.....	1,000	16 00
do 26	Victoria Rifle Association.....	1,000	16 00
do 28	Col. Leys, Paymaster, London.....	1,000	16 00
do 28	Capt. Casey, 25th Battalion.....	4,000	64 00
do 30	Ontario Rifle Association.....	10,000	160 00
do 30	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 30	Capt. Todd, Governor General's Foot Guards.....	1,000	16 00
do 30	Lieut. Johnson, Ottawa Brigade Garrison Artillery.....	500	8 00
July 3	Lieut. Savage, Ottawa Field Battery.....	500	8 00

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.		Purchaser.	Rounds.	Amount.
1876.			No.	\$ cts.
July	3	Capt. Fothergill, 34th Battalion	3,000	48 00
do	4	Sherbrooke Rifle Association	1,500	30 00
do	4	Capt. Longworth, Charlottetown Battalion	4,000	64 00
do	4	Capt. Pollard, 1st Brigade Charl'town Garrison Artillery	1,000	16 00
do	4	Capt. Dogherty, Charlottetown Battalion	500	8 00
do	6	Brockville Rifle Association	1,000	16 00
do	6	Capt. Graham, Halifax Field Battery	500	8 00
do	6	Col. Pallister, 63rd Battalion	500	8 00
do	6	Capt. Mulvena, 2nd Battalion Halifax Garrison Artillery	500	8 00
do	6	Capt. Bland, 1st Brigade Halifax Garrison Artillery	500	8 00
do	6	Capt. Walsh, 63rd Battalion	500	8 00
do	6	Capt. Mumford, 63rd Battalion	500	8 00
do	6	Capt. Walsh, 63rd Battalion	500	8 00
do	7	Private Cotton, Governor General's Foot Guards	500	8 00
do	7	Sergeant Cawdron, Governor General's Foot Guards	1,000	16 00
do	8	Col. Bethune, Victoria Rifle Association	7,000	112 00
do	8	Major Macpherson, Governor General's Foot Guards	500	8 00
do	11	Capt. Hooper, Napanee Battery	1,000	16 00
do	12	Private Waldo, Governor General's Foot Guards	500	8 00
do	17	Lieut. Billings, Ottawa Field Battery	500	8 00
do	17	Sergeant Cawdron, Governor General's Foot Guards	1,000	16 00
do	17	Capt. Blouin, Charlevoix Battalion	500	8 00
do	21	Quebec Rifle Association	3,360	53 76
do	21	Major Wilkinson, Leamington Company	1,000	16 00
do	25	Hespler Rifle Association	1,500	24 00
do	25	Caretaker, Montreal Range	3,000	48 00
do	26	Lieut. Billings, Ottawa Field Battery	500	8 00
do	27	Capt. Todd, Governor General's Foot Guards	3,920	62 72
do	27	do do do	1,160	17 92
do	27	Ottawa Rifle Club	560	8 96
do	29	Sergeant Harkom, 1st Battalion, Prince of Wales Rifles	500	8 00
do	29	Guelph Rifle Association	2,000	32 00
do	29	Sergeant Cawdron, Governor General's Foot Guards	500	8 00
Aug.	2	Capt. Hooper, Napanee Battery	1,000	16 00
do	2	Capt. Wilson, 33rd Battalion	1,000	16 00
do	2	"B" Battery School of Gunnery	1,000	16 00
do	2	Capt. Dogherty, Charlottetown Battalion	500	8 00
do	2	Capt. Pollard, Charlottetown Battalion	1,000	16 00
do	2	Capt. Longworth, Charlottetown Battalion	2,000	32 00
do	2	Capt. McLeod, Kings County, P.E.I. Battalion	2,000	32 00
do	8	Sergeant Clayton, Governor General's Foot Guards	1,000	16 00
do	8	Col. Callahan, 14th Battalion	500	8 00
do	8	Sergeant Marston, Armour Sergeant, Toronto	2,000	32 00
do	8	Capt. Perley, New Brunswick Engineers	2,240	35 84
do	8	Sergeant Wallace, 62nd Battalion	560	8 96
do	8	Ensign Loggie, 71st Battalion	500	8 00
do	8	Major Wetmore, 74th Battalion	1,120	17 92
do	8	Col. Pallister, 63rd Battalion	1,000	16 00
do	8	do do	1,500	24 00
do	8	Capt. Walsh, 63rd Battalion	500	8 00
do	8	Capt. Bland, 1st Brigade Halifax Garrison Artillery	1,000	16 00
do	8	Capt. Mumford, 63rd Battalion	500	8 00
do	8	Major Harrison, Cumberland Battalion	1,000	16 00
do	8	Lieut.-Col. Bremner, 68th Battalion	500	8 00
do	8	Capt. Lawrence, 76th Battalion	500	8 00
do	8	Quebec Rifle Association	3,360	53 76
do	9	do do	3,360	53 76
do	9	do do	11,200	179 20
do	9	Sergeant Cawdron, Governor General's Foot Guards	500	8 00
do	9	Ontario Rifle Association	15,000	240 00
do	10	Quebec Rifle Association	7,840	125 44
do	10	Col. Bethune, 3rd Battalion	1,600	24 00

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.	Purchaser.	Rounds.	Amount.
		No.	\$ cts.
1876.			
Aug. 10.....	Dominion Rifle Association.....	1,919	15 60
do 10.....	Sergeant Cawdron, Ottawa Range.....	500	8 00
do 14.....	Almonte Rifle Association.....	1,500	24 00
do 14.....	Capt Hooper, Napanee Brigade Garrison Artillery.....	1,000	16 00
do 14.....	Lieut. Billings, Ottawa Field Battery.....	500	8 00
do 16.....	Manitoba Rifle Association.....	2,000	32 00
do 16.....	Capt. Miller, 55th Battalion.....	1,000	16 00
do 16.....	Major McKenzie, Gananoque Field Battery.....	1,000	20 50
do 16.....	Capt. Ellis, 22nd Battalion.....	2,000	32 00
do 16.....	Metropolitan Rifle Association.....	3,920	62 72
do 23.....	Capt. Hooper, Napanee Battery.....	1,000	16 00
do 24.....	Capt. McDonald, 42nd Battalion.....	500	8 00
do 29.....	Almonte Infantry Company Rifle Association.....	1,000	16 00
do 29.....	Ontario Rifle Association.....	10,000	160 00
do 29.....	Major Scott, 28th Battalion.....	1,000	16 00
do 29.....	Hemmingford Rifle Association.....	500	8 00
do 29.....	Major Martin, 24th Battalion.....	1,000	16 00
do 29.....	Hemmingford Rifle Association.....	500	8 00
Sept. 4.....	Col. Fanfield, 48th Battalion.....	1,500	24 00
do 4.....	Guelph Rifle Association.....	2,000	32 00
do 4.....	Gananoque Rifle Association.....	1,000	20 50
do 4.....	Sergeant Hunter, New Brunswick Engineers.....	560	8 96
do 4.....	Capt. Likely, 62nd Battalion.....	560	8 96
do 4.....	Capt. Perley, New Brunswick Engineers.....	560	8 96
do 4.....	Carleton County Rifle Association.....	1,000	16 00
do 4.....	Major Wetmore, 74th Battalion.....	1,120	17 92
do 4.....	Lieut. Hart, 62nd Battalion.....	560	8 96
do 4.....	Lieut. Loggie, 71st Battalion.....	500	8 00
do 4.....	Major Wetmore, 74th Battalion.....	1,120	17 92
do 4.....	New Brunswick Provincial Rifle Association.....	8,960	148 96
do 4.....	Capt. Wm. Langstroth, 8th Cavalry.....	560	8 96
do 4.....	Major Stickney, New Brunswick Field Battery.....	560	8 96
do 4.....	Brockville Rifle Association.....	1,500	24 00
do 4.....	Capt. Cook, 33rd Battalion.....	3,000	60 00
do 4.....	Capt. Hooper, Napanee Battery.....	500	8 00
do 12.....	Capt. Pollard, Charlottetown Brigade Garrison Artillery.....	2,000	32 00
do 12.....	Prince Edward Island Provincial Rifle Association.....	6,000	96 00
do 12.....	Capt. Cates, Wakefield Infantry Company.....	500	8 00
do 15.....	Manitoba Rifle Association.....	19,000	304 00
do 15.....	Capt. Cates, Wakefield Infantry Company.....	500	8 00
do 15.....	Gananoque Rifle Association.....	2,000	32 00
do 15.....	Capt. Cates, Wakefield Infantry Company.....	250	4 00
do 18.....	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 18.....	Lieut. Thorn, 28th Battalion.....	500	8 00
do 15.....	Major Wilkinson, Leamington Company.....	1,000	16 00
do 15.....	Paymaster Leys, London.....	1,000	16 00
do 18.....	Kingston Rifle Association.....	2,400	38 40
do 18.....	Capt. Morden, 7th Battalion.....	500	8 00
do 18.....	Major Gardner, 6th Fusiliers.....	2,000	32 00
do 18.....	Major Martin, 24th Battalion.....	1,000	16 00
do 23.....	Guelph Rifle Association.....	2,000	32 00
do 23.....	Brockville Rifle Association.....	2,000	32 00
do 23.....	Ontario Rifle Association.....	5,000	80 00
do 23.....	Col. Pallister, 63rd Battalion.....	500	8 00
do 23.....	Capt. Ryan, Kings County Troop.....	2,000	32 00
do 23.....	Col. Bremner, 66th Battalion.....	1,000	16 00
do 23.....	Nova Scotia Provincial Rifle Association.....	12,500	200 00
do 23.....	Capt. Grabam, Halifax Field Battery.....	500	8 00
do 23.....	Halifax County Rifle Association.....	2,000	32 00
do 23.....	Capt. Morden, 7th Battalion.....	500	8 00
do 23.....	Metropolitan Rifle Association.....	560	8 96
do 26.....	Major Wilkinson, Leamington Infantry Company.....	1,000	16 00

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.	Purchaser.	Rounds.	Amount.
		No.	\$ cts.
1876.			
Sept. 29.....	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 29.....	Capt. Todd, Ottawa Rifle Club.....	1,120	17 92
do 29.....	Lieut. Grant, Ottawa Brigade Garrison Artillery.....	1,000	16 00
Oct. 2.....	Rimouski Rifle Association.....	1,000	16 00
do 2.....	St. John County Rifle Association.....	1,120	17 92
do 2.....	Kings County, Nova Scotia, Rifle Association.....	1,120	17 92
do 2.....	Lieut. Earle, 62nd Battalion.....	560	8 96
do 2.....	Lieut. Hunter, New Brunswick Engineers.....	560	8 96
do 2.....	Charlotte County Rifle Association.....	560	8 96
do 2.....	Lieut. Magee, 62nd Battalion.....	560	8 96
do 2.....	New Brunswick Engineers' Rifle Club.....	560	8 96
do 2.....	Capt. Langstroth, 8th Cavalry.....	560	8 96
do 2.....	Quartermaster Lepsett, 71st Battalion.....	1,070	17 12
do 2.....	Capt. Sutherland, 78th Battalion.....	1,500	24 00
do 2.....	Col. Bremner, 66th Battalion.....	4,500	72 00
do 2.....	Capt. Burgess, 78th Battalion.....	2,500	40 00
do 2.....	Cumberland County Rifle Association.....	1,500	24 00
do 2.....	Capt. A. Nelson, 78th Battalion.....	500	8 00
do 2.....	Capt. Nicholl, 69th Battalion.....	1,500	24 00
do 2.....	Capt. Rayne, 78th Battalion.....	500	8 00
do 2.....	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery.....	500	8 00
do 6.....	Capt. Pollard, Charlottetown Brigade Garrison Artillery.....	1,500	24 00
do 6.....	Capt. Freeland, Staff Sergeant.....	500	8 00
do 6.....	"B" Battery School of Gunnery.....	1,500	24 00
do 9.....	Gananoque Rifle Association.....	1,000	16 00
do 9.....	Major Roscoe, Victoria Rifles.....	2,100	33 60
do 9.....	do do.....	4,200	67 20
do 9.....	Capt. Burr, New Westminster Rifles.....	3,000	48 00
do 9.....	Quebec Rifle Association.....	1,040	38 84
do 10.....	Western Rifle Association.....	2,000	32 00
do 10.....	Warden, Central Prison.....	500	10 00
do 10.....	Lieut.-Col. Otter, Queen's Own Battalion.....	500	8 00
do 13.....	Major Gardner, 6th Fusiliers.....	500	8 00
do 14.....	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 14.....	Ontario Rifle Association.....	2,000	32 00
do 14.....	Caretaker, Rifle Range, Montreal.....	3,000	48 00
do 14.....	Lieut.-Col. Atwood, 26th Battalion.....	1,000	16 00
do 18.....	Quebec Rifle Association.....	2,240	35 84
do 18.....	Capt. Rice, Windsor Infantry Company.....	1,000	16 00
do 20.....	Dominion Police (Colt's revolver).....	600	6 00
do 20.....	Lieut. Grant, Ottawa Brigade Garrison Artillery.....	1,000	16 00
do 27.....	Sergeant Marston, Armour Sergeant, Toronto.....	2,000	32 00
do 27.....	Lieut. Stewart, Ottawa Troop of Cavalry.....	500	8 00
do 31.....	Sergeant Cawdron, Governor General's Foot Guards.....	500	8 00
do 31.....	Col. Otter, Queen's Own.....	2,000	32 00
do 31.....	Capt. Hooper, Napanee Battery.....	1,000	16 00
Nov. 1.....	Capt. Loveys, 22nd Battalion.....	500	8 00
do 1.....	Lieut. Earle, 62nd Battalion.....	560	8 96
do 1.....	Lieut. Loggie, New Brunswick Volunteer Militia.....	560	8 96
do 1.....	Lieut. Merritt, 74th Battalion.....	1,120	17 92
do 1.....	Lieut. Hunter, New Brunswick Engineers.....	1,120	17 92
do 1.....	Lieut.-Col. Bremner, 66th Battalion.....	500	8 00
do 1.....	Capt. Walsh, 63rd Battalion.....	500	8 00
do 1.....	Major Guy, Militia Staff.....	500	8 00
do 1.....	Paymaster Church, Cumberland Battalion.....	500	8 00
do 1.....	Capt. Bland, 1st Brigade Halifax Garrison Artillery.....	500	8 00
do 1.....	Capt. Gordon, Pictou Brigade Garrison Artillery.....	500	8 00
do 1.....	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery.....	1,000	16 00
do 1.....	Col. Pallister, 63rd Battalion.....	500	8 00
do 1.....	Capt. Burgess, 78th Battalion.....	1,000	16 00
do 1.....	Capt. Lawrence, 78th Battalion.....	1,000	16 00
do 1.....	Lieut. McPhail, Queen's County Battalion.....	5,900	80 00



DETAILED STATEMENT of Ammunition sold, &c.—Continued.

Date.	Purchaser.	Rounds.		Amount.
		No.		\$ cts.
1876.				
Nov. 7	Capt. Ives, Prince County Battalion	500		8 00
do 7	Capt. Vinter, No. 2 Company Victoria Rifles, B.C.	4,200		67 20
do 7	do do do	840		13 44
do 7	Major Roscoe, No. 1 Company Victoria Rifles, B.C.	2,100		32 60
do 7	Col. Atwood, 26th Battalion	500		8 00
do 18	Capt. Vinter, Victoria Rifles	1,680		26 88
do 18	do do	840		13 44
do 27	Dominion Police	300		3 00
do 27	18th Battalion Rifle Association	7,000		140 00
do 29	Capt. Ellis, 22nd Battalion	500		8 00
Dec. 4	Capt. Bailie, 47th Battalion	500		8 00
do 4	Capt. Murray, 48th Battalion	1,000		24 00
do 4	Col. Pallister, 63rd Battalion	500		8 00
do 4	Capt. Gordon, Pictou Brigade Garrison Artillery	500		8 00
do 5	Major Morris, Charlottetown Brigade Garrison Artillery	500		8 00
do 14	Sergeant Cawdon, Governor General's Foot Guards	500		8 00
do 18	Major Martin, 24th Battalion	500		8 00
do 22	Capt. Cates, Wakefield Infantry Company	500		8 00
do 26	Capt. Ellis, 22nd Battalion	500		8 00
do 27	Dominion Rifle Association	11,940		205 92
do 30	W. F. Witcher, Marine Department	500		10 00
do 30	Sergeant Marston, Armour Sergeant, Toronto	2,000		32 00
do 30	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery	500		8 00
do 30	Col. Pallister, 63rd Battalion	500		8 00
do 30	Major Sutherland, 78th Battalion	2,000		32 00
do 30	Capt. Dogherty, Queen's County Battalion	500		8 00
do 30	Major Morris, Charlottetown Brigade Garrison Artillery	1,000		16 00
do 30	Capt. McLeod, King's County Battalion	1,500		24 00
do 30	Capt. Bryden, Nanaimo Rifles	4,200		67 20
Total		511,302		\$9,004 11
1877.				
Jan. 15	Capt. Smyth, A.D.C. to Major-General	100		1 60
Feb. 6	Guelfh Rifle Association	1,500		24 00
do 7	Capt. Longworth, Queens County, P.E.I., Battalion	1,000		16 00
do 7	Capt. Scrimonger, Kings County, P.E.I., Battalion	1,000		16 00
do 20	Major Pentland, 8th Battalion	500		8 00
March 3	Col. Otter, 2nd Battalion	500		8 00
do 3	Major Caswell, 25th Battalion	500		8 00
do 6	Capt. Telford, 31st Battalion	500		8 00
do 7	Capt. Longworth, Queens County Battalion	2,000		32 00
do 22	Capt. Pentland, 8th Battalion	500		8 00
do 4	Toronto Rifle Association	5,000		80 00
do 19	Victoria Rifle Association	2,240		35 84
do 25	Capt. Pentland, 8th Battalion	500		8 00
do 28	Sergeant Cawdon, Ottawa Range	560		8 96
do 3	Major Caswell, 25th Battalion	560		8 96
do 3	5th Fusilier Rifle Association	1,120		17 92
do 3	Capt. Earle, 62nd Battalion	560		8 96
do 3	Capt. Perley, New Brunswick Engineers	2,240		35 84
do 3	Col. Miliom, Halifax Field Battery	500		8 00
do 3	Capt. Gordon, Pictou Brigade Garrison Artillery	1,500		24 00
do 5	Capt. Longworth, Queens County Battalion	2,000		32 00
do 7	Capt. Morehouse, 53rd Battalion	560		8 96
do 7	Capt. Fothergill, 34th Battalion	2,000		32 00
do 8	Corporal Reardon, Governor General's Foot Guards	560		8 96
do 9	Sergeant Marston, Armour Sergeant, Toronto	2,000		32 00
do 12	Toronto Rifle Association	5,000		80 00
do 12	Sergeant Cawdon, Governor General's Foot Guards	500		8 96
do 14	Major Cates, Wakefield Infantry Company	500		8 00
do 18	Major Martin, 24th Battalion	500		8 00

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.		Purchaser.	Rounds.	Amount.
1877.			No.	\$ cts.
May	18.....	Capt. Bailie, 47th Battalion.....	4,800	79 80
do	18.....	Warden, Kingston Penitentiary.....	2,400	41 40
do	19.....	Capt. Money, 58th Battalion.....	560	8 96
do	19.....	Caretaker Marks, Montreal.....	2,240	35 84
do	21.....	Lieut. McNaughton, Cobourg Brigade Garrison Artillery...	600	14 40
do	22.....	Quebec Rifle Association.....	4,480	71 86
do	23.....	Toronto Rifle Association.....	5,000	80 00
do	23.....	Archibald Baker, Brockville and Ottawa Rifle Association..	1,000	16 00
do	23.....	Sergeant Cawdron, Governor General's Foot Guards.....	1,120	17 92
do	30.....	Capt. Wilson, 33rd Battalion.....	2,000	32 00
do	30.....	Sergeant Marston, Armour Sergeant, Toronto.....	4,800	76 80
do	30.....	Capt. Sherhard, 33rd Battalion.....	1,000	16 00
do	30.....	Private Waldo, Governor General's Foot Guards.....	500	8 96
do	30.....	Lieut. Johnson, 49th Battalion.....	300	12 00
June	4.....	Ontario Rifle Association.....	5,000	80 00
do	4.....	Capt. Vinter, Victoria Rifles, British Columbia.....	2,100	33 60
do	4.....	William H. Moor, Rifle Association.....	2,500	40 00
do	4.....	Lieut. Hunter, New Brunswick Engineers.....	3,360	53 76
do	4.....	Capt. Earl, 62nd Battalion.....	2,240	35 84
do	4.....	Ensign Shores, 62nd Battalion.....	560	8 96
do	4.....	Capt. Perley, New Brunswick Engineers.....	560	8 96
do	4.....	Capt. Hart, 62nd Battalion.....	560	8 96
do	4.....	Capt. Meritt, 62nd Battalion.....	560	8 96
do	8.....	Major Ellis, 22nd Battalion.....	500	8 00
do	8.....	Private Gray, Governor General's Foot Guards.....	560	8 96
do	8.....	Capt. Marr, 54th Battalion.....	1,000	16 00
do	8.....	6th Fusiliers' Rifle Association.....	1,120	17 92
do	8.....	Sergeant Shaw, 54th Battalion.....	500	8 00
do	9.....	Sergeant Cawdron, Governor General's Foot Guards.....	1,120	17 92
do	11.....	Capt. Longworth, Queens County Battalion.....	2,000	32 00
do	11.....	do.....	2,000	32 00
do	13.....	Ontario Rifle Association.....	5,000	80 00
do	13.....	Capt. Blanchard, 55th Battalion.....	Blank.	8 00
do	14.....	Col. Hanning, 54th Battalion Rifle Association.....	400	6 40
do	14.....	Private Elliott, 1st Prince of Wales Battalion.....	560	8 96
do	18.....	Capt. Hooper, Napanee Battery.....	1,000	16 00
do	18.....	Quebec Rifle Association.....	3,360	53 76
do	19.....	6th Fusiliers' Rifle Association.....	1,120	17 92
do	19.....	Ensign Wright, 1st Battalion Prince of Wales Rifles.....	560	8 96
do	19.....	Capt. McLaren, 50th Battalion.....	400	6 40
do	19.....	Lieut. Cole, 42nd Battalion.....	1,120	17 92
do	20.....	Hon. R. J. Cartwright.....	150	2 40
do	21.....	Major Roscoe, Victoria Rifles.....	2,100	33 60
do	21.....	Capt. Bland, 1st Brigade Halifax Garrison Artillery.....	500	8 00
do	21.....	Col. Bremaer, 66th Battalion.....	1,000	16 00
do	21.....	Capt. Lawrence, 78th Battalion.....	500	8 00
do	21.....	Col. Pallister, 63rd Battalion.....	500	8 00
do	21.....	Lieut. B. A. Weston, 66th Battalion.....	500	8 00
do	21.....	49th Battalion Rifle Club.....	500	24 00
do	21.....	Col. Atwood, 26th Battalion.....	1,000	16 00
do	26.....	Lieut.-Col. Hudon, Temiscouata Provisional Battalion.....	500	8 00
do	26.....	5th Fusiliers' Rifle Association.....	3,360	53 76
do	26.....	3rd Victoria Rifles' Association.....	1,320	17 92
June	28.....	Capt. Wilson, 33rd Battalion.....	1,320	32 00
do	28.....	Capt. Todd, Governor General's Foot Guards.....	2,000	35 84
do	30.....	8th Battalion Rifle Association.....	2,200	36 00
do	30.....	Sergeant Cawdron, Governor General's Foot Guards.....	1,000	16 00
do	30.....	Sergeant Cawdron, Governor General's Foot Guards.....	560	8 96
July	4.....	Ontario Rifle Association.....	10,000	160 00
do	5.....	Capt. Owen, Georgetown Battery.....	1,000	16 00
do	6.....	Col. Pallister, 63rd Battalion.....	500	8 00
do	6.....	Col. Bremner, 66th Battalion.....	500	48 00
do	6.....	Nova Scotia Provincial Rifle Association.....	3,000	48 00

DETAILED STATEMENT of Ammunition sold, &c.—Continued.

Date.	Purchaser.	Rounds.		Amount.	
		No.		\$	cts.
1877.					
July 6	Capt. Ryan, King's Troop Cavalry	2,000		32	00
do 6	Capt. A. Nelson, 78th Battalion	500		8	00
do 6	Capt. Mulvena, 2nd Brigade Halifax Garrison Artillery	500		8	00
do 6	Capt. Borden, 68th Battalion	500		8	00
do 6	Major Graham, Halifax Field Battery	500		8	00
do 9	Quebec Rifle Association	3,360		53	76
do 10	Lieut.-Col. Hudon, Temiscouata Provisional Battalion	1,000		16	00
do 12	Sergeant Marston, Armour Sergeant, Toronto	2,000		32	00
do 13	"B" Battery Rifle Association	500		8	00
do 17	Ontario Rifle Association	10,000		160	00
do 17	Capt. Blouin, Charlevoix Battalion	500		8	00
do 17	Capt. Ellis, 22nd Battalion	1,500		24	00
do 17	Lieut. Johnson, 49th Battalion	1,500		24	00
do 19	Capt. Sheppard, 33rd Battalion	1,000		16	00
do 20	Sergeant Cawdron, Governor General's Foot Guards	560		8	96
do 21	Capt. Morehouse, 53rd Battalion	560		8	96
do 21	Capt. Peel, New Westminster Rifles	2,100		33	60
do 21	Capt. Bryden, Nanaimo Rifles	4,200		67	20
do 23	Capt. Scott, 8th Battalion	500		8	00
do 23	Capt. Ray, 8th Battalion	3,000		48	00
do 27	Lieut. Hallen, 34th Battalion	1,500		24	00
do 27	Corporal Gray, Governor General's Foot Guards	560		8	96
do 27	Sergeant Marston, Armour Sergeant, Toronto	2,000		32	00
do 28	Sergeant Cawdron, Governor General's Foot Guards	560		8	96
do 31	Capt. Ray, 8th Battalion	1,120		17	92
do 31	Lieut. Johnson, 49th Battalion	1,500		24	00
Aug. 1	Secretary, 5th Fusilier Rifle Association	1,680		26	88
do 1	"B" Battery School of Gunnery	2,000		32	00
do 1	Capt. Wilson, 33rd Battalion	2,000		32	00
do 1	Quebec Rifle Association	3,360		53	76
do 1	Sergeant Cawdron, Governor General's Foot Guards	560		8	96
do 1	Rimouski Rifle Association	1,000		16	00
do 8	Nova Scotia Provincial Rifle Association	3,000		48	00
do 8	Capt. Mills, Cumberland Battalion	500		8	00
do 8	Col. Pallister, 63rd Battalion	500		8	00
do 8	Capt. Oxley, Cumberland Battalion	500		8	00
do 8	Paymaster Church, Cumberland Battalion	500		8	00
do 8	Lieut.-Col. Mitchell, 1st Brigade Halifax Garrison Artillery	500		8	00
do 8	Capt. Gordon, Pictou Brigade Garrison Artillery	1,500		24	00
do 8	Capt. Bland, 1st Brigade Halifax Garrison Artillery	1,500		24	00
do 8	Provincial Rifle Association	3,000		48	00
do 8	Capt. Lawrence, 78th Battalion	500		8	00
do 8	Capt. Blacklock, 6th Fusiliers	2,240		35	84
do 8	Major Baynes, Montreal Garrison Artillery	560		8	96
do 8	Water Police, Montreal	560		8	96
do 9	Col. Stevenson, Montreal Field Battery	560		8	96
do 10	Capt. Ray, 8th Battalion	2,240		35	84
do 10	Ensign Collingham, 51st Battalion	560		8	96
do 10	Sergeant Cawdron, Governor General's Foot Guards	560		8	96
do 10	Megantic Rifle Association	1,500		24	00
do 13	Victoria Rifle Association	2,240		35	84
do 13	Sergeant Stenhouse, 1st Battalion	560		8	96
do 14	Private Anderson, Governor General's Foot Guards	560		8	96
do 16	Berthier Rifle Association	560		8	96
do 16	Sergeant Cawdron, Governor General's Foot Guards	1,680		26	88
do 16	Major Cates, Wakefield Infantry Company	775		13	00
do 17	Capt. Smith, 34th Battalion	1,120		17	92
do 17	Capt. Hooper, Napanee Battery	1,000		16	00
do 18	Capt. Pantou, 20th Battalion	560		8	96
do 18	Ontario Rifle Association	25,000		400	00
do 18	Col. Hudon, Temiscouata Battalion	1,000		16	00
do 18	6th Fusiliers' Rifle Association	1,680		26	88

## DETAILED STATEMENT of Ammunition sold, &amp;c.—Continued.

Date.	Purchaser.	Rounds.	Amount.
1877.		No.	\$ cts.
Aug. 21.....	Quebec Rifle Association.....	2,240	35 84
do 21.....	Lieut. Johnson, 49th Battalion.....	1,000	16 00
do 21.....	Capt. Vinter, Victoria Rifles, B.C.....	2,520	40 32
do 21.....	Quebec Rifle Association.....	14,000	224 00
do 21.....	London Rifle Association.....	500	8 00
do 23.....	Major Cates, Wakefield Infantry Company.....	560	8 96
do 24.....	do do.....	560	8 96
do 24.....	Huron Rifle Club.....	1,121	17 92
do 24.....	Rimouski Rifle Association.....	1,500	24 00
do 24.....	Col. Hudon, Temiscouata Battalion.....	1,000	16 00
do 24.....	Corporal Gray, Governor General's Foot Guards.....	560	8 96
do 27.....	Sergeant Cawdron, Governor General's Foot Guards.....	560	8 96
do 29.....	C. Bossee, Rifle Association.....	1,500	36 00
do 29.....	Col. Hudon, Temiscouata Battalion.....	2,000	32 00
do 29.....	do do.....	1,000	16 00
do 31.....	Col. Atwood, 26th Battalion.....	1,000	16 00
Sept. 8.....	Capt. Higman, 18th Battalion.....	4,125	80 00
do 8.....	Lieut.-Col. Aylmer, 54th Battalion.....	1,500	24 00
do 8.....	Paymaster Leys, London.....	500	8 00
do 4.....	Major Cates, Wakefield Infantry Company.....	700	11 20
do 4.....	Ensign Wright, 56th Battalion.....	560	8 96
do 4.....	Capt. Scott, 8th Battalion.....	560	8 96
do 5.....	Sergeant Marston, Armour Sergeant, Toronto.....	2,000	32 00
do 5.....	Major Cook, 33rd Battalion.....	2,000	32 00
do 5.....	Perth Rifle Association.....	1,000	16 00
do 5.....	Nova Scotia Provincial Rifle Association.....	19,000	304 00
do 5.....	Capt. Gordon, Pictou Battery.....	1,500	24 00
do 5.....	Capt. Lawrence, 78th Battalion.....	500	8 00
do 5.....	Capt. Oxley, Cumberland Battalion.....	500	8 00
do 5.....	Col. Pallister, 63rd Battalion.....	1,000	16 00
do 5.....	Col. Mitchell, 1st Brigade Halifax Garrison Artillery.....	500	8 00
do 5.....	Capt. Miller, 55th Battalion.....	560	8 96
do 5.....	Brockville Rifle Association.....	1,000	16 00
do 7.....	Sergeant Deslauriers, Governor General's Foot Guards.....	1,120	17 92
do 8.....	Capt. Shephard, 1st Battalion.....	560	8 96
do 8.....	Capt. Demers, 17th Battalion.....	560	8 96
do 8.....	Capt. Wyman, 18th Battalion.....	1,000	20 00
do 10.....	Dominion Rifle Association.....	600	14 40
do 11.....	Sergeant Cawdron, Governor General's Foot Guards.....	560	8 96
do 12.....	Manitoba Rifle Association.....	7,000	112 00
do 12.....	Capt. Miller, 55th Battalion.....	560	8 96
do 13.....	Capt. Martin, Rimouski Battalion.....	2,240	35 84
do 13.....	Capt. Todd, Metropolitan Rifle Association.....	2,240	35 84
do 14.....	Ontario Rifle Association.....	5,000	80 00
do 14.....	Ramsey Rifle Association.....	1,000	17 00
do 14.....	Capt. McLeod, King's County Battalion.....	1,000	32 00
do 14.....	Prince Edward Island Provincial Rifle Association.....	2,000	96 00
do 14.....	Prince Edward Island Provincial Rifle Association.....	6,000	32 00
do 14.....	Capt. Longworth, Queen's County Battalion.....	2,000	8 96
do 15.....	Capt. Demers, 17th Battalion.....	560	17 00
do 17.....	Ramsey Rifle Association.....	1,000	18 00
do 17.....	Cap. Todd, Governor General's Foot Guards.....	1,120	8 96
do 17.....	Capt. Bury, Montreal Engineers.....	560	53 76
do 18.....	Caretaker Marks, Montreal Range.....	3,360	32 00
do 18.....	Manitoba Rifle Association.....	2,000	8 00
do 19.....	Capt. Bennett, 56th Battalion.....	500	24 00
do 19.....	Brockville Rifle Association.....	1,500	8 96
do 20.....	Capt. Cates, Wakefield Infantry Company.....	560	35 84
do 21.....	Capt. Ray, 8th Battalion.....	2,240	32 00
do 22.....	St. Thomas Rifle Club.....	2,000	8 00
do 22.....	Major Wilkinson, Leamington Infantry Company.....	500	8 96
do 22.....	Major Slous, Gaspé Battery.....	560	8 96
do 24.....	Sergeant Cawdron, Governor General's Foot Guards.....	560	

DETAILED STATEMENT of Ammunition sold, &c.—Continued.

Date.	Purchaser.	Rounds.	Amount.
		No.	\$ cts.
1877.			
Sept 26	Capt. Cates, Wakefield Infantry Company	500	8 00
do 26	Capt. Watts, Drummondville Infantry Company	500	8 96
do 26	Col. Shephard, Joliette Battalion	500	8 96
do 27	Sergeant Cawdron, Governor General's Foot Guards	500	8 00
do 27	Capt. Hooper, Napanee Battery	1,000	32 00
do 28	Capt. Fothergill, 34th Battalion	2,000	32 00
Oct 3	Capt. Pantor, 30th Battalion	560	8 96
do 3	Col. Otter, 2nd Battalion	11,000	176 00
do 3	Col. Hudson, Temiscouata Battalion	500	8 00
do 5	Peterboro' Rifle Association	3,000	48 00
do 6	— Marstrale, 49th Battalion	500	8 00
do 8	Capt. Stewart, Ottawa Field Battery	500	8 00
do 8	Major Stickney, County Carleton Rifle Association	1,120	17 92
do 8	New Brunswick Rifle Association	1,680	26 88
do 8	Major Lukely, 62nd Battalion	560	8 96
do 8	Lieut.-Col. Maunsell, D. A. G., No. 8	1,120	17 92
do 8	Lieut. Tompkins, 67th Battalion	500	8 00
do 8	Capt. Hart, 62nd Battalion	560	8 96
do 8	King's County, New Brunswick, Rifle Association	1,120	17 92
do 8	Charlotte County Rifle Association	560	8 96
do 8	St. John County Rifle Association	3,360	53 76
do 8	Major Likely, 62nd Battalion	1,120	17 92
do 8	County Carleton Rifle Association	1,000	16 00
do 8	Capt. Perley, New Brunswick Engineers	2,240	35 84
do 8	Lieut. Merritt, 74th Battalion	2,240	35 84
do 8	Ensign McLeod, 67th Battalion	560	8 96
do 8	Capt. Langford, 4th New Brunswick Troop Cavalry	1,000	16 00
do 8	Capt. Perley, New Brunswick Engineers	1,680	26 88
do 8	John McRobbie, Rifle Association	560	8 96
do 8	Capt. Perley, New Brunswick Rifle Association	7,840	125 44
do 8	Capt. Chamberland, Aylwin Infantry Company	500	8 00
Oct 11	Digby County Rifle Association	1,500	24 00
do 11	Col. Pallister, 63rd Battalion	2,000	32 00
do 11	Capt. Gordon, Pictou Battery Garrison Artillery	2,500	40 00
do 11	Pictou County Rifle Association	1,000	16 00
do 11	Col. Bremner, 66th Battalion	1,000	16 00
do 11	Cumberland County Rifle Association	2,000	32 00
do 11	Capt. Nelson, 78th Battalion	1,500	24 00
do 11	Capt. Lawrence, 78th Battalion	1,500	24 00
do 11	Lieut.-Col. Laurie, Deputy Adjutant General, Halifax	4,000	64 00
do 11	Lieut.-Col. Mitchell, 1st Brigade Halifax Garrison Artillery	500	8 00
do 11	Halifax Rifle Association	3,000	48 00
do 11	Lieut.-Col. Chipman, 63th Battalion	500	8 00
do 11	Sergeant Marston, Armour Sergeant, Toronto	2,400	38 46
do 11	Capt. Longworth, Queen's County Battalion	2,000	32 00
do 11	Prince Edward Island Provincial Rifle Association	5,500	88 00
do 18	Major Pollard, Charlottetown Garrison Artillery	1,000	16 00
do 22	Storekeeper, Montreal (for private practice)	1,680	26 83
do 22	Capt. Peale, New Westmaster Rifles	1,680	26 88
do 22	Capt. Vinter, No. 2 Company, Victoria Rifles	2,100	33 60
do 22	Major Roscoe, No. 1 Company, Victoria Rifles	6,720	107 30
do 22	Water Police, Montreal	896	5 60
do 26	Sergeant Marston, Armour Sergeant, Toronto	3,840	29 00
do 29	Ontario Rifle Association	5,000	96 00
do 29	Secretary of State, North-West Police		1,327 00
do 30	Capt. Morden, 7th Battalion	1,500	24 00
do 31	Manitoba Rifle Association	500	8 00
do 31	Lieut. Talbot, 61st Battalion	500	8 00
Nov 3	Capt. Morden, 7th Battalion	500	8 00
do 3	Col. Atwood, 26th Battalion	1,000	16 00
do 3	Col. Mitchell, 1st Brigade Halifax Garrison Artillery	1,500	24 00
do 3	Col. Bremner, 66th Battalion	3,000	48 00

DETAILED STATEMENT of Ammunition sold, &c.—*Concluded.*

Date.	Purchaser.	Rounds.	Amount.
		No.	\$ cts.
1877.			
Nov. 3	Capt. Burgess, 78th Battalion	1,500	24 00
do 3	Col. Pallister, 63rd Battalion	1,000	16 00
do 5	Capt. Likely, 62nd Battalion	1,120	17 92
do 5	Capt. Earle, 62nd Battalion	560	8 96
do 5	Lieut. Hunter, New Brunswick Engineers	560	8 96
do 7	Manitoba Rifle Association	1,000	16 00
do 7	Capt. Longworth, Queen's County Battalion	5,000	80 00
do 7	Capt. Ives, Prince County Battalion	500	8 00
do 13	Capt. Williamson, 22nd Battalion	1,000	16 00
do 17	Major Martin, 24th Battalion	500	8 00
do 17	Capt. Morgan, Metcalf Infantry Company	500	8 00
do 20	"B" Battery School of Gunnery	2,500	40 00
do 23	Sergeant Marston, Armour Sergeant, Toronto	2,400	33 40
do 26	Militia Storekeeper, Kingston	3,600	54 20
do 27	Sergeant Cawdron, Governor General's Foot Guards	500	8 00
do 28	Capt. Morden, 7th Battalion	1,000	16 00
do 28	J. C. Taylor, 34th Battalion	500	10 00
Dec. 3	Gazanoque Rifle Association	500	8 00
do 4	Capt. Baillie, 47th Battalion	4,800	76 80
do 5	Col. Pallister, 63rd Battalion	500	8 00
do 12	Capt. Longworth, Queen's County Battalion	2,000	32 00
do 12	Capt. Dogherty, Queen's County Battalion	500	8 00
do 14	Capt. Ellis, 22nd Battalion	1,000	16 00
do 18	Caretaker, Rifle Range, Montreal	2,240	35 84
do 19	District Paymaster Leys, London	500	8 00
May 19	Dominion Rifle Association	2,100	50 40
Dec. 21	Lieut. Barr, 24th Battalion	1,000	16 00
do 22	Capt. Scott, 8th Battalion	750	12 00
do 26	Capt. Demers, 17th Battalion	550	8 80
do 27	Capt. Watts, Drummondville Infantry Company	560	8 96
do 27	Capt. Morgan, Metcalf Infantry Company	500	8 00
do 29	Lieut.-Col. Otter, 2nd Battalion	1,000	16 00
do 29	Sergeant Marsden, Armour Sergeant, Toronto	2,400	38 40
do 29	Major Pentland, 8th Battalion	560	8 96
do 29	Capt. Stairs, 2nd Brigade Halifax Garrison Artillery	500	8 00
do 29	Lieut.-Col. Pallister, 63rd Battalion	500	8 00
do 29	Capt. Longworth, Queen's County Battalion	2,000	32 00
do 29	Capt. Dogherty, Queen's County Battalion	500	8 00
do 29	Capt. McKee, Queen's County Battalion	1,000	16 00
	Total	596,530	\$10,163 61

In the total amount received is included the gunpowder sold for various purposes.

(Signed)

THOS. WILY, Lieutenant-Colonel,  
*Director of Stores.*

OTTAWA, 13th April, 1878.

(104)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 20th March, 1878 ;—For copies of all petitions, &c., in relation to any application for aid in behalf of certain ratepayers of the Parish of St. Athanase in the County of Iberville, who have suffered loss by floods.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

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(105)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 3rd April, 1878 ;—For certain information therein asked for respecting the City and District Savings Bank of Montreal.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 16th April, 1878.

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

(106)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878 ;—For correspondence respecting the removal of the Post Office at South Gut of St. Ann's, County of Victoria, Nova Scotia.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 23rd April, 1878.

(107)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878 ;—For papers, &c., regarding conveyance of Mails between Port Hastings and Grand Narrows, in Nova Scotia, showing the amount of the contract, and whether the lowest tender was awarded the contract ; also such subsequent correspondence regarding the changing of the route.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 23rd April, 1878.

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



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## RETURN

(108)

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878,—For copy of all notices and letters by the Department of Public Works, calling, either by the public press or otherwise, for tenders for the supply of Railway Spikes for the Canada Pacific Railway, with copy of all answers or tenders received from 1st January, 1876, to the 31st December, 1877, and the names of the parties to whom the contract or contracts were awarded, and for what quantity and what price in each case; and also, a similar Return for Spikes required for the Intercolonial Railway from 1st January, 1872.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

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RAILWAY DEPARTMENT,  
MONTREAL, 10th April, 1878.

SIR,—I now beg to return the enclosed order of the House of Commons in regard to tenders for the supply of railway spikes, called for between the 1st of January, 1872, and the 31st December, 1877, for the Intercolonial Railway.

I have had careful enquiry made at Moncton upon this subject, but have been unable to ascertain definitely in regard to purchase of spikes prior to August, 1874. The only information I have been enabled to get has been the enclosed list of accepted tenders for stores, which includes railway spikes, from which it appears that the contract was given to Tillotson & Co., of New York, at the rate of 4c. per lb. This was in the year 1873, but the exact date I am not able to ascertain from the books. No list of the tenders received can be found, and the books and papers of the Stores Department were at that time in very great confusion.

From the month of September, 1874, when the Stores Department of the Railway was reorganized, up to the 31st December, 1876, I enclose a list of the tenders received, showing which were accepted in each case. The first was issued on the 15th September, 1874; the second on the 6th January, 1876; the third on the 30th December, 1874, and again on the 13th December, 1876.

This gives all the information I have been enabled to obtain.

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

(Signed) C. J BRYDGES,  
General Superintendent of Government Railways.

F. BRAUN, Esq.,  
Secretary Department of Public Works,  
Ottawa.

### INTERCOLONIAL RAILWAY

STATEMENT of Tenders calling for Railway Spikes from September, 1874, until 31st December, 1876.

#### TENDER No. 7.

Issued 15th September, 1874, for 6-in. Spikes. Quantity and Time not specified.

Persons who were asked to Tender.	Residence.	Persons who Tendered.	Price per 100 bls.	Place of Delivery.	Remarks.
			\$ cts		
Frazer & McKay.....	New Glasgow.	No reply.....			
Starr Manufacturing Co.....	Halifax.....	Tendered .....	3 95	Richmond. ....	
Domville & Co.....	St. John.....	No reply.....			
E. R. Moore & Co.....	do .....	Tendered .....	4 00	St. John .....	
Cold B. R. Mills Co.....	do .....	do .....	4 00		
N. S. Forge Co.....	New Glasgow.	do .....	3 70	New Glasgow .....	Accepted.
Alex. Yeats & Sons.....	St. John .....	do .....	3 75	St. John .....	
J. J. Gerrish & Co .....	Portland, Me..	do .....	4 50	St. John or Halifax.	
Black Bros. & Co.....	Halifax.....	do .....	4 25	Richmond .....	
Stair, Son & Morrow.....	do .....	do .....	4 50	do .....	
John Stairs.....	do .....	No reply.....			

#### TENDER No. 168.

Issued 6th January, 1876, for 50 Kegs 9-in. Railway Spikes.

E. R. Moore & Co.....	St. John.....	Tendered .....	2 97½	St. John .....	Accepted.
Starr Manufacturing Co.....	Halifax.....	do .....	3 25	Halifax .....	
N. S. Forge Co.....	New Glasgow.	do .....	3 75	New Glasgow .....	
Cold B. R. Mills Co.....	St. John.....	do .....	3 25	St. John .....	

## TENDER No. 30.

Issued 30th December, 1874, for 300 Tons 6-in. Railway Spikes.

Persons who were asked to Tender.	Residence.	Persons who Tendered.	Price		Place of Delivery.	Remarks.
			Per Ton,	Of		
			\$ cts.	Lbs.		
The Moisie Iron Co.....	Montreal.....	No reply.....				
Richard McKenzie.....	do.....	Tendered.....	{ 91 50 87 00 }	2,240	St. John.....	
W. L. Kimmond & Co.....	do.....	No reply.....				
J. J. Gerrish & Co.....	Portland, Me..	do.....				
N. S. Forge Co.....	New Glasgow..	Tendered.....	75 00	2,000	New Glasgow..	
Starr Manufacturing Co.....	Halifax.....	do.....	75 00	2,000	Richmond.....	
Cold B. R. Mills Co.....	St. John.....	do.....	65 00	2,240	St. John.....	Accepted.
E. R. Moore & Co.....	do.....	do.....	64 00	2,000	do.....	
A. Yeats & Son.....	do.....	No reply.....				
J. & F. Burpee & Co.....	do.....	do.....				
Sherburn & Co.....	Boston, Mass..	do.....				
Norris Best.....	St. John.....	Tendered.....	74 00	2,000	St. John.....	
George McKean.....	do.....	No reply.....				
L. G. Tillotson.....	New York.....	Tendered.....	60 00	2,000	New York.....	
D. Starr & Sons.....	Halifax.....	do.....	{ 62 75 72 25 }	2,000	Richmond.....	
Black Bros. & Co.....	do.....	No reply.....				
John Stairs.....	do.....	do.....				
E. Albro' & Co.....	do.....	do.....				
H. H. Fuller & Co.....	do.....	do.....				
W. Stairs, Son & Morrow..	do.....	do.....				
Jones & Bertrand.....	Montreal.....	Tendered.....	82 50	2,240	St. John.....	
A. B. Almon.....	Halifax.....	do.....	65 00	2,000	Richmond.....	
George Carvell.....	St. John.....	No reply.....				
Griffin & Co.....	Montreal.....	do.....				
J. McAvity & Son.....	St. John.....	do.....				
J. L. Dunn & Co.....	do.....	do.....				
Francis McDonald.....	Portland, Me..	do.....				
Fritchard & Sons.....	St. John.....	do.....				
E. C. Ibbotson.....	Boston, Mass..	do.....				
Casco Forge Co.....	Portland, Me..	do.....				
S. O. Emily.....	Jersey City	do.....				
Naylor & Co.....	Iron Works..	do.....				
	Boston.....	do.....				

## TENDER No. 26.

Issued 13th December, 1876, for 10 Tons 9-in. Railway Spikes.

Cold B. R. Mills Co.....	St. John.....	Tendered.....	60 00	2 000	St. John.....	
Starr Manufacturing Co.....	Halifax.....	do.....	65 00	2,000	Halifax.....	
N. S. Forge Co.....	New Glasgow..	No reply.....				
Halifax Rolling Mills.....	Halifax.....	Tendered.....	3 40	1,000	Richmond.....	
E. R. Moore & Co.....	St. John.....	do.....	2 75	1,000	St. John.....	Accepted.

(Signed,)

D. POTTINGER.

INTERCOLONIAL RAILWAY.

Memorandum of Accepted Tenders for "Stores."

DELIVERY AT RICHMOND.

Name.	Address.	A.										B.										E.									
		American cast steel engine springs, per lb.	English cast steel engine springs, per lb.	American cast steel car springs, per lb.	English cast steel car springs, per lb.	Four-coil Hebard springs, 7 x 8 inches, each.	Four-coil Hebard springs, 6½ x 8 inches, each.	Four-coil Hebard springs, 6 x 7 inches, each.	28-inch wheel tyres, cast steel, 5 x 2½ inches, each.	30-inch wheel tyres, cast steel, 5 x 2½ inches, each.	33-inch wheel tyres, cast steel, 5 x 2½ inches, each.	28-inch wheel tyres, Bessemer steel, 5 x 2½ inches, each.	30-inch wheel tyres, Bessemer steel, 5 x 2½ inches, each.	33-inch wheel tyres, Bessemer steel, 5 x 2½ inches, each.	English refined bars (best) per lb.	American refined bars (best) per lb.	Lowmoor refined bars (best) per lb.	Staffordshire boiler plate, per lb.	Lowmoor boiler plate, per lb.	American charcoal boiler plate, per lb.	Sheet iron, from No. 12 to No. 22, per lb.	Galvanized sheets, per lb.	Chrome steel, per lb.	English tool steel, per lb.	English cast steel (spring) per lb.	American cast steel (spring) per lb.	Hammered axles from selected scrap, per lb.				
Sherburne & Co.	Boston	16	2	3	4	5	6	7	1	2	3	4	5	6	1	2	3	4	5	6	7	8	9	10	11	12	13				
Naylor & Co.	New York	82	82	152	88	739	644	524																							
D. Starr & Sons	Halifax																														
Cushing & Clarke	Salisbury																														
Munro & McNeil	Halifax																														
Hazlehurst & Co.	St. John																														
T. McAvilly & Son.	do																														
Mitchell & Co.	Montreal																														

DELIVERY AT MONCTON.

Sherburne & Co.	Boston	152	91	151	81	729	634	514																					
Cushing & Clarke	Salisbury																												
C. B. Record	Moncton																												

W. E. Everett ..... / St. John  
 Mitchell & Co. .... / Montreal  
 T. McAvity & Son. / St. John

DELIVERY AT ST. JOHN.

Sherburne & Co. ....	Boston .....	8 1/2	*15	*7	19	*6	24	*504	44	46	50	40	42	46	43	6 1/2	9	7	7 1/2
Norris Best .....	St. John .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Jones & Boorland ..	Montreal .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
E. G. Filloison & Co	New York .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
A. Yeats & Son .....	St. John .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
D. Starr & Son .....	Halifax .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Cushing & Clarke ..	Salisbury .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Hazlehurst & Co. ....	St. John .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
W. E. Everett & Co ..	do .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Mitchell & Co. ....	Montreal .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
T. McAvity & Son. ...	St. John .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

\* American currency (Sherburne & Co.)

INTERCOLONIAL RAILWAY.

Memorandum of Accepted Tenders for "Stores."

DELIVERY AT RICHMOND.

Name.	Address.	F.			G.					H.			J.			K.													
		Sawn clear pine boards and plank, per 1,000 feet.	Merchanable pine boards and plank, per 1,000 feet.	Merchanable pine timber, per 1,000 feet.	Spruce plank and boards, per 1,000 feet.	Castings, weighing less than 5 lbs. each, per lb.	Castings, weighing 5 lbs. each and upwards, except pumps, axle boxes, hand-car wheels and grate bars, per lb.	Pumps and pipes, per lb.	Axle boxes, per lb.	Hand-car wheels, per lb.	Grate bars, per lb.	Copper (ingots, best) per lb.	Zinc or spelter (ingots) per lb.	Block tin (ingots) per lb.	Antimony, per lb.	26-inch double plated wheels, each.	28-inch double plated wheels, each.	30-inch double plated wheels, each.	33-inch double plated wheels, weighing not less than 500 lbs, each.	Cut nails, per 100 lbs.	Cut spikes, per 100 lbs.	Wrought nails, per 100 lbs.	Wrought spikes, per 100 lbs.	Pressed nails, per 100 lbs.	Pressed spikes, per 100 lbs.	Railway spikes, per 100 lbs.			
Sherburne & Co.	Boston	1																	1	2	3	4	5	6	7				
Munro & McNeil	Halifax																												
Hazlehurst & Co.	St. John.																												
T. McAvity & Son.	do																												
Mitchell & Co.	Montreal.																												

DELIVERY AT MONCTON.

Sherburne & Co.	Boston																												
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Cushing & Clarke.....	Salisbury.....	†28, †12, †14 { †7 66 } 18 50	4	3½	3½	3½	32½				
C. E. Record.....	Moncton.....										
W. E. Everett.....	St. John.....						24				
Mitchell & Co.....	Montreal.....										
T. McAvity & Son.....	St. John.....										

DELIVERY AT ST. JOHN.

Sherburne & Co.....	Boston.....											
Norris Best.....	St. John.....											
Jones & Boorland.....	Montreal.....											
E. G. Filletson & Co.....	New York.....						16	16½	17½	18½		
A. Yeats & Son.....	St. John.....											4 00
D. Starr & Son.....	Halifax.....											6 75 6 25 } 5 50
Cushing & Clarke.....	Salisbury.....											
Hazlehurst & Co.....	St. John.....											
W. E. Everett & Co.....	do.....						24					
Mitchell & Co.....	Montreal.....						23	7 to } 8½	14½			
T. McAvity & Son.....	St. John.....											15 00 } 15 00 } 4 62½ }

†3 extra sawn to dimensions (Cushing & Clarke.) †According to size, as per list (T. McAvity & Son.)

## INTERCOLONIAL RAILWAY.

The Commissioners appointed for the construction of the Intercolonial Railway, hereby give public notice that they are prepared to receive tenders for track-laying and ballasting on about 63½ miles of the line, from the Post Road, near Trois Pistoles, to the Eighty-six and a half mile post at the Métis River. Tenders to be for the whole distance.

Specifications and forms of tender can be obtained at the office of the Chief Engineer at Ottawa, and at the offices of the Engineers at Rimouski, Dalhousie, Newcastle and Amherst.

Sealed tenders marked "Tenders," and addressed to the Commissioners, will be received at their office in Ottawa, up to 12 o'clock, noon, on Tuesday, the 11th June, 1872.

Tenders will also be received, at the same time and place, for 250 tons of railroad spikes, according to sample to be seen at the above offices. Tenders to state price per ton of 2,240 lbs. delivered at the Grand Trunk Railway Station at Rivière du Loup, in equal quantities, in the months of July, August and September next.

(Signed) A. WALSH,  
 " E. B. CHANDLER,  
 " C. J. BRYDGES,  
 " A. W. McLELAN,  
 Commissioners.

Intercolonial Railway Commissioners' Office,  
 Ottawa, 3rd May, 1872.

OTTAWA, 11th June, 1872.

SIR,—I hereby offer to deliver one hundred tons railway spikes as advertised in terms thereof, for the sum of one hundred dollars, per 2240 lbs., or the whole quantity for ninety-four dollars, giving me four months to complete delivery if latter proposition accepted.

Your obedient servant,

(Signed) JAMES DOMVILLE.

The Chairman,  
 Intercolonial Railway,  
 Ottawa.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 13th June, 1872.*

On a memorandum, dated 12th June, 1872, from the Commissioners for the construction of the Intercolonial Railway, reporting in reference to the tenders for spikes advertised for on the 3rd May last, that two tenders only were received, viz. :—

N. & F. S. Trudell, at \$99 per ton; James Domville, at \$100 per ton, 100 tons, or the whole quantity at \$94 per ton, and recommending the acceptance of Mr. Domville's tender for the whole quantity advertised for—250 tons at \$94 per ton.

The Commissioners, on the recommendation of the Honorable the Minister of Public Works, advise that Mr. Domville's tender be accepted for the whole quantity at the price mentioned.

Certified.

(Signed) WM. H. LEE,  
 Clerk, Privy Council.

To the Honorable  
 The Commissioners Intercolonial Railway,  
 &c., &c., &c.



INTERCOLONIAL RAILWAY,  
 COMMISSIONERS' OFFICE,  
 OTTAWA, 14th June, 1872.

MY DEAR SIR,—I am directed by the Chairman to advise you that your tender for the whole quantity of spikes, say 250 tons, at ninety-four dollars per ton, is accepted. (\$94.)

The spikes will require to be delivered at the Grand Trunk Station at Rivière du Loup, in the months of July, August, September and October equally.

Do you require a regular contract drawn, or will your tender and the Commissioners' acceptance be considered sufficient.

The Commissioners' do not consider a formal contract necessary.

Yours truly,

(Signed) RALPH JONES,  
*Secretary.*

JAMES DOMVILLE, Esq.,  
 St. John, N.B.

ST. JOHN, N.B., 20th June, 1872.

DEAR SIR,—We are in receipt of your esteemed favor, 14th inst., and, in reply, beg to say we do hereby bind ourselves to carry out faithfully the contract for 250 tons railroad spikes as advertised for by the Commissioners of the Intercolonial Railway on the 10th inst., and we do not consider any further contract necessary. The price to be \$94 per ton.

Yours truly,

(Signed) JAMES DOMVILLE & Co.

RALPH JONES, Esq.,  
 Secretary, Commissioners Intercolonial Railway,  
 Ottawa.

NOTICE.

INTERCOLONIAL RAILWAY.

The Commissioners appointed for the construction of the Intercolonial Railway, hereby give public notice that they are prepared to receive tenders at their office in Ottawa, up to 12 o'clock noon on Friday the 31st of January, 1873, for 700 tons of railroad spikes, according to sample to be seen at the office of the Chief Engineer at Ottawa, and the offices of the Engineers at Rimouski, Dalhousie, Newcastle and Moncton. Tenders to state prices per ton of 2,240 lbs., delivered as follows: 300 tons at Campbellton; 225 tons at Newcastle; 175 tons at Moncton, N.B., in equal quantities, in the months of June, July, August, September and October next.

(Signed) A. WALSH,  
 " E. B. CHANDLER,  
 " C. J. BRYDGES,  
 " A. W. McLELAN,  
*Commissioners.*

Intercolonial Railway Commissioners' Office,  
 Ottawa, 12th December, 1872.

RIMOUSKI, 21st January, 1873.

GENTLEMEN,—We, the undersigned, hereby tender for the following contract, to wit:—700 tons (2,240 lbs. each) of railroad spikes at \$175 per ton. And we hereby oblige ourselves to deliver the same according to Commissioners' notice herein inclosed.

Your obedient servants,

(Signed) ROULEAU, WINTER & CO.,  
*Contractors.*

Names of Sureties,—GEORGE SYLVAIN, Bic.  
J. B. LAMONTAGNE, St. Flavie.

To the Commissioners of the Intercolonial Railway,  
Ottawa.

MONTREAL, 29th January, 1873.

GENTLEMEN,—We hereby tender for the supply of 700 tons of railway spikes required at the rate of ninety-four dollars (\$94) per ton of 2,240 lbs. (including freight) delivered as follows:—300 tons at Campbellton, 225 tons at Newcastle, 175 tons at Moncton, N.B., in equal quantities, in the months of June, July, August, September, and October next.

We are,  
Yours very respectfully,

(Signed) PECK, BENNY & Co.

The Intercolonial Railway Commissioners,  
Ottawa.

CANADA BOLT AND NUT COMPANY,  
29th January, 1873.

GENTLEMEN,—We are prepared to make seven hundred tons railway spikes, called for in your advertisement of 12th December, 1872, to be delivered as follows:—three hundred tons at Campbellton, two hundred and twenty-five tons at Newcastle, and one hundred and seventy-five tons at Moncton, N.B., in equal quantities, in the months of June, July, August, September and October next, at the rate of one hundred and five dollars and fifty cents per gross ton of 2,240 lbs. The iron to be of the best quality, same as samples sent herewith.

Yours respectfully,

CANADA BOLT AND NUT COMPANY,  
per J. W. MORRIS.

The Intercolonial Commissioners,  
Ottawa.

TORONTO, CANADA, 29th January, 1873.

DEAR SIR,—We beg to enclose you tender for the 700 tons railway spikes, advertised for by the Intercolonial Railway Commissioners on the 12th ultimo. They will be guaranteed as being manufactured from best Scotch iron, similar to specimens sent

to you by same mail. They can be made of any pattern you may specify. Please advise us if accepted or rejected and oblige,

Yours faithfully,

(Signed) McMURRAY, FULLER & Co.

AQUILA WALSH, Esq.,  
Chairman, Intercolonial Railway Commissioners,  
Ottawa.

OTTAWA, 31st January, 1873.

GENTS.—I propose to furnish you the spikes asked for in your advertisement of the 12th December, 1872, delivered in quantities, places and dates set forth in said advertisement for the sum of ninety-nine dollars and ninety eight cents (\$99.98) per ton of 2,240 lbs.

(Signed) GEO. NEILSON.

To the Intercolonial Railway Commissioners,  
Ottawa.

OTTAWA, 31st January, 1873.

GENTLEMEN,—In conformity with your advertisement of 12th December, 1872, calling tenders for seven hundred tons of railway spikes, I now beg to offer to supply you with the whole quantity at the rate of ninety-seven dollars and seventy-five cents (\$97.75) per ton of 2,240 pounds, delivered as mentioned in said advertisement.

Yours respectfully,

(Signed) JOS. BENJ. TRUELLE.

To the Commissioners,  
Intercolonial Railway.

St. JOHN, N. B., 23rd January, 1873.

GENTLEMEN,—I hereby tender for the supplying of the 700 (seven hundred) tons railroad spikes, as per your advertisement dated 12th December last, at the following rates, viz:—

For the 300 tons for Campbellton.....	at \$125
“ 225 “ Newcastle... ..	125
“ 175 “ Moncton .....	125

700 tons in all.

Trusting that these prices may suit, and that the contract may be awarded to me.

I am, Gentlemen,  
Yours respectfully,

(Signed) GEORGE McKEAN.

Messrs. The Commissioners,  
for the Construction of the Intercolonial  
Railway, Ottawa.

St. JOHN, N.B., 27th December, 1872.

DEAR SIR,—I beg to tender for the supplying of the 700 tons of railway spikes as per advertisement dated at Ottawa 12th December, 1872, at the following prices per ton of 2,240 lbs., viz. :—

For the 300 tons to be delivered at Campbellton.....	\$130
“ 225 “ “ “ Newcastle.....	124
“ 175 “ “ “ Moncton.....	120
700	

Trusting that this tender may meet with the approval of the Commissioners,

I am, dear Sir,

Your obedient servant,

(Signed) W. H. THORNE.

RALPH JONES, Esq.,  
Secretary to the Commissioners for the  
Construction of the Intercolonial Railway,  
Ottawa.

*Tender for Railway Spikes.*

MONTREAL, 28th January, 1873.

We beg to submit the following tender to supply the Company with 700 tons six-inch railway spikes, 2,240 lbs. per ton :—

To be delivered by us at the time and places mentioned in your advertisement, free of charge.

Ninety-six dollars per ton.

The Spikes to be of good quality; to have good points and heads, and in every way well manufactured, as per sample sent by us last year to your office in Ottawa.

Awaiting your favorable consideration, we are,

Your obedient servants,

(Signed) R. MILLARD & CO.

The Intercolonial Railway Commissioners,  
Ottawa.

St. JOHN, 20th January, 1873.

DEAR SIR,—We will tender to supply you with 300 tons of railway spikes as sample seen in Engineer's Office, Ottawa.

Delivered in Campbellton, N.B., in months of June, July, August, September and October, for \$115 per ton of 2,240 lbs.

Yours truly,

(Signed) J. & F. BURPEE.

Commissioners, Intercolonial Railway Office,  
Ottawa.

ST. JOHN, N.B., 20th January, 1873.

DEAR SIR,—We will tender to supply you with 225 tons of railway spikes, such as sample seen in Engineer's office, Ottawa.  
Delivered at Newcastle, N.B., in the months of June, July, August, September and October, respectively, for \$114 per tons of 2,240 lbs.

Yours respectfully,

(Signed) J. & F. BURPEE.

Commissioners, Intercolonial Railway Office,  
Ottawa.

ST. JOHN, N.B., 20th January, 1873.

DEAR SIR,—We will tender to supply you with 175 tons of railway spikes as sample seen in Engineer's Office, Ottawa. Delivered in Moncton for \$112 per ton of 2,240 lbs., in the months of June, July, August, September and October, respectively.

Yours respectfully,

(Signed) J. & F. BURPEE.

Commissioners, Intercolonial Railway Office,  
Ottawa.

*Tender for Railway Spikes.*

HOPE IRON WORKS,  
NEW GLASGOW, N. S.,  
18th January, 1873.

We the undersigned hereby tender to deliver for the Commissioners of the Intercolonial Railway, (700 tons) railway spikes to be delivered as advertised, and according to sample, for the sum of one hundred and one dollars (\$101) per ton of 2,240 lbs.

(Signed) FRASER & McKAY.  
" JOHN R. SMITH, *Witness*.

(Translation.)

QUEBEC, 27th January, 1873.

GENTLEMEN,—I undertake to deliver to you seven hundred tons of iron spikes, according to sample, in conformity with your advertisement, as also their delivery at the various places mentioned, for the price of one hundred and five dollars per ton. I trust that you will be pleased to honor me with your patronage.

I have the honor to be, Gentlemen,  
Your very humble servant,

(Signed) CHARLES JOBIN.

To Messrs. A. WALSH,  
E. B. CHANDLER,  
C. J. BRYDGES,  
A. W. McLELAN,  
Intercolonial Railway Commissioners,  
Ottawa.

*(Translation.)*

QUEBEC, 27th January, 1873.

GENTLEMEN,—I undertake to make for you, and deliver, seven hundred tons of iron spikes, similar to your patterns, to be delivered at the various places mentioned in your notice in the newspapers, for the price and sum of one hundred and ten dollars the ton.

I have the honor to be, Gentleman,  
Your very humble servant,

(Signed) N. ROSA.

To Messrs. A. WALSH,  
E. H. CHANDLER,  
C. J. BRYDGES,  
A. W. MCLELAN. } Commissioners, Ottawa.

To the Intercolonial Railway Commissioners,  
Ottawa.

*(Translation.)*

QUEBEC, 27th January, 1873.

GENTLEMEN,—Agreeably to your advertisement of the 12th December last, calling for tenders for seven hundred tons of railway spikes, I engage to furnish you with the same, corresponding to pattern, at the dates and places mentioned, for the price of ninety-five dollars per ton of two thousand two hundred and forty pounds. (\$95.00.)

Your very humble servant,

(Signed) J. L. MARTINEAU,  
*Iron Merchant and Importer.*

To the Intercolonial Railway Commissioners,  
Ottawa.

*(Translation.)*

QUEBEC, 27th January, 1873.

We, the undersigned, undertake to make spikes for the Intercolonial Railway, and to deliver them at the places mentioned in the notice, for the price of \$112.00; and, furthermore, if ours is the successful tender, we engage to furnish the best securities who will satisfy the Commissioners.

Your humble servants,

(Signed) J. C. RICHARD, *Machinist,*  
*St. Rochs, Quebec.*

*(Translation.)*

QUEBEC, 27th January, 1873.

We, the undersigned, undertake to make spikes for the Intercolonial Railway, and to deliver them at Campbellton, Newcastle and Moncton, as required in the newspaper notices, for the price of one hundred and twenty-three dollars (\$123.00.) And if we secure the contract, we will give the names of solvent sureties for the satisfactory carrying out of the said contract.

The whole humbly submitted.

(Signed) JACQUES RACINE, *Blacksmith,*  
*No. 42½ St. Rochs.*

QUEBEC, 28th January, 1873.

I, the undersigned, engage to make spikes for the Intercolonial Railway, and to deliver them at the places mentioned in the advertisements, for the price of one hundred and forty-five dollars (\$145.00) per ton. At these figures I am ready to furnish sureties for the perfect execution of the contract.

The whole humbly submitted,

(Signed) EDMOND OVIDE RICHARD & fils.  
*P.O. Box 54, St. Rochs.*

(Translation.)

QUEBEC, 28th January, 1873.

We, the undersigned, are prepared to make spikes, as asked for in the newspaper notices, and to deliver them as follows:—300 tons at Campbellton, 250 tons at Newcastle and 175 tons at Moncton, for the price of one hundred and thirty-four dollars per ton. We undertake to furnish sureties, who will satisfy the Commissioners as regards the carrying out of the contract, if we have the honor to obtain it.

The whole submitted,

(Signed) ANTOINE POULIOT, *Blacksmith.*  
*Bridge Street, St. Rochs.*

No. 47 $\frac{3}{4}$  BRIDGE STREET, ST. ROCHS.  
QUEBEC, 30th January, 1873.

GENTLEMEN,—I think that I forgot to sign, as below, my tender for spikes.

(Signed,) ANTOINE POULIOT & Co., *Blacksmith.*

To the Commissioners.

GANANOQUE, 29th January, 1873.

GENTLEMEN,—We beg to offer to furnish you with 700 tons of railway spikes, in accordance with the terms of your advertisement of the 12th of December last, at the rate of one hundred and twenty dollars (\$120) per ton of 2,240 lbs. We reserve the right to pack them in kegs or tarrels.

Yours truly,

(Signed) COWAN & BRITTON.

To Messrs. A. WALSH,  
E. B. CHANDLER,  
C. J. BRYDGES, and  
A. W. MCLLELAN,  
Intercolonial Railway Commissioners.

*Starr Manufacturing Company, Manufacturers of Forbes Patent Acme Skates, Steel Scabbard, Rail-Joints, &c., &c.*

No. 72 BEDFORD ROW,  
HALIFAX, N.S., 25th January, 1873.

We hereby offer to supply the railway spikes, agreeable to your advertisement, at the rate of one hundred and two dollars (\$102) per ton for one half the quantity, or one hundred and one dollars (\$101) per ton for the whole quantity.

We are your obedient servants,

(Signed) STARR MANUFACTURING COMPANY,  
JOHN STARR, *President.*

To the Commissioners of the Intercolonial Railway,  
Ottawa.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 17th March, 1873.*

On a memorandum, dated 5th February, 1873, from the Commissioners appointed to construct the Intercolonial Railway, reporting in reference to tenders for the erection of buildings, and the delivery of spikes upon the Intercolonial Railway, a list of which they submit:—

That for the delivery of 700 tons of spikes, they recommend the acceptance of the tender of Messrs. Peck, Benny & Co., of Montreal, at \$94 per ton;

On the recommendation of the Hon. the Minister of Public Works, the Committee advise that the Report of the Commissioners be approved, and that the tenders therein recommended be accepted.

Certified.

(Signed) JOS. O. COTÉ,  
*Assistant Clerk, Privy Council.*

(Translation.)

INTERCOLONIAL RAILWAY.

The Commissioners appointed for the construction of the Intercolonial Railway, give notice by these presents, that they are prepared to receive tenders for the laying of rails and ballasting upon about 73 miles of the line from the Metapadia Road as far as the bridge which crosses the Metapedia River, Section 18. The tenders should be for the entire distance.

The specifications and blank forms of tenders can be procured at the Commissioners' office in Ottawa.

The tenders—which must be endorsed "Tenders," and addressed to the Commissioners—will be received at their office in Ottawa, until Tuesday, the 21st March, 1874.

Tenders will be received at the same time for 300 tons of railway spikes, after the pattern which may be seen at the office above mentioned.

The tenders must specify the price per ton of 2,240 lbs, delivered at Rivière du Loup, in equal quantities, during the months of May, June and July next.

(Signed) C. J. BRYDGES,  
" E. B. CHANDLER,  
" A. W. McLELAN.  
*Commissioners.*

Office of Intercolonial Railway Commissioners,  
Ottawa, February, 1874.



(Translation.)

18, 19 AND 20, CROWN STREET, ST. ROCHS,  
 QUEBEC, 23rd March, 1874.

300 GENTLEMEN,—In conformity with the above notice, I undertake to furnish the  
 tons of spikes at the time and place therein mentioned :—

For the consideration of eighty-two dollars per ton.—To wit, \$82.

Waiting your reply,  
 I have the honour to be, gentlemen,  
 Your obedient servant,

(Signed) ZÉPHIRIN DROLET,  
*Proprietor of the Industrial Iron Works.*

332 WALNUT STREET, PHILADELPHIA,  
 9th March, 1874.

GENTLEMEN,—We send, per express to night, sample spikes—fearing the short  
 time would not enable us to hear from you in reply to our first letter—and we are  
 prepared to furnish the quantity you require, 300 tons for delivery, May, June and  
 July, at 3½ cents gold, or 3·9 cents currency U.S. money, prompt cash or satisfactory  
 bankers acceptances not over 4 month's bearing 6 per cent.; first spikes to be deliv-  
 ered ex vessel at Rivière du Loup. This bid to hold good until 12 noon, March 25th.  
 If you desire to change the deliveries we can probably accommodate you.

Yours respectfully,

(Signed) EDWARD SAMUEL & CO.

Please telegraph us if our bid is satisfactory.  
 To the Commissioners of the Intercolonial  
 Railway of Canada, Ottawa.

QUEBEC, 21st March, 1874.

GENTLEMEN,—Agreeably to your advertisement calling tenders for the supply of  
 three (300) hundred tons Railway Spikes.  
 herewith offer to supply the same for, and in consideration of, the sum of  
 eighty-six dollars and fifty cents per ton of 2,240 lbs., to be delivered at places named  
 in your advertisement.

I remain, Gentlemen,  
 Your most obedient servant,

(Signed) NICHOLAS TRUDEL,  
*Railway Springs and Spike Works.*

The Commissioners Intercolonial Railway,  
 Ottawa.

ST. JOHN'S, N.B., March.

DEAR SIRS,—We will furnish you with three hundred tons of (2,240 lbs each)  
 railway spikes as per sample sent us by your Paymaster Mr. Murphy, at ninety-six  
 dollars and seventy-five cents per ton (\$96.75), delivered at Grand Trunk Railway  
 Station, Rivière du Loup, during the months of May, June and July next.

If our tender should be accepted, we would thank you to send us a dispatch, so that we may order iron at once to make them.  
Securities furnished when required.

Yours very truly,

(Signed) E. R. MOORE & CO.

Commissioners of Intercolonial Railway,  
Ottawa.

OFFICE OF THE CLEVELAND IRON COMPANY,  
CLEVELAND, O., 16th March, 187 .

GENT.—Having noticed your proposal to receive tenders for railway spikes, we would desire to say that we can deliver at Detroit or Port Huron, the regular standard spikes ( $5\frac{1}{2} \times \frac{2}{8}$ ) at 4 cents per lb., cash, U.S., in amount as stated in your advertisement, we will send you sample of spike, if you desire or will guarantee quality.

Very respectfully,

(Signed)

S. A. FULLER,  
*Secretary and Treasurer.*

C. J. BRIDGES, Esq.,  
Commissioner,  
Ottawa, Ont.

SAINT JOHN, NEW BRUNSWICK,  
17th March, 1874.

SIRS,—In accordance with your advertisement bearing date 10th February last, we beg to tender for the supplying of three hundred tons (300 tons), railroad spikes delivered at Rivière du Loup, during the months of May, June and July next, at the following rate viz:—Eighty-six dollars per ton.

Your obedient servant,

For the Cold Brook Rolling Mills Company  
of the Dominion of Canada.

(Signed)

JAMES SCOVIL,  
*Secretary.*

The Commissioners for the Construction of the Intercolonial Railway,  
Ottawa.

STARR MANUFACTURING COMPANY,  
HALIFAX, 19th March, 1874.

SIR,—We hereby tender to furnish three hundred tons (of 2,240 lbs.) of railway spikes, delivered at Rivière du Loup, agreeably to your advertisement, for the sum of ninety five dollars (\$95.00) per ton.

We are,

Yours respectfully,

STARR MANUFACTURING Co.,  
(Signed) JOHN STARR, *President.*

C. J. BRIDGES, Esq.,  
Chairman I.C.R. Commissioners,  
Ottawa.

SHEFFIELD HOUSE, DAVID STARR & SONS,  
MANUFACTURERS' AGENTS,  
HALIFAX, N.S., 19th March, 1874.

DEAR SIR,—Agreeably to your advertisement, we hereby tender to supply you with three hundred tons of railway spikes, delivered in bond at Rivière du Loup, for eighty-six dollars and fifty cents (\$86.50) per ton of 2,240 lbs. Should this be accepted, please advise by telegraph.

We are,  
Yours truly,

(Signed) DAVID STARR & SONS.

CHARLES J. BRYDGES, Esq.,  
Chairman I.C.R. Commissioners,  
Ottawa.

44 ST. DENIS STREET,  
MONTREAL, 21st March, 1874.

I have the honor to inform you that I am ready to supply you with three hundred tons of railroad spikes, according to sample to be seen at your office; delivered at Rivière du Loup in equal quantities, in the months of May, June and July next, at \$94 per ton of 2,240 lbs.

Yours truly,

(Signed) E. VERRAULT.

Contractors, T. H. MASSIE,  
HON. CHAS. WILSON.

N. B.—These Spikes are of Canadian manufacture.

To the Commissioners of the Intercolonial Railway.

*Tender for Railroad Spikes.*

OFFICE OF L. G. TILLOTSON & Co.,  
NEW YORK, 21st March, 1874.

The undersigned hereby offer to supply the Intercolonial Railway with three hundred (300) tons of railroad spikes, dimensions five and one half (5½) inches by nine sixteenths (9-16) inches, at one hundred (100) dollars per ton of twenty-two hundred and forty (2,240) pounds gold, inclusive of duty, and deliver the same at Rivière du Loup (Railway Station) in equal quantities during the months of May, June and July, eighteen hundred and seventy-four (1874).

(Signed) L. G. TILLOTSON & CO.  
8 Day Street, New York.

Should this tender be accepted, we agree to become securities for the due fulfilment of this contract.

Signature—WM. H. ELDER,  
P. O. address—Westminster Hotel, New York.  
Signature—WM. H. GOTTLIEB,  
P. O. address—392 Blecker Street, New York.

To the Commissioners of the Intercolonial Railway.

*Tender for Railway Spikes.*

MONTREAL, 21st March, 1874.

We submit the following tenders for the supply of three hundred tons of six inch railway spikes to be delivered by us, free of charge, at Rivière du Loup, in equal quantities, during the months of May, June and July next—2,240lbs. per ton— at the price of eighty six dollars and fifty cents per ton—\$86.50.

The spikes to be made of good quality of iron and well manufactured, with good points and heads, and according to sample in the office of the Company at Ottawa.

Soliciting a favorable reply,

We are, your obedient servants,

(Signed) R. MILLARD &amp; Co.

To the Intercolonial Railway Commissioners,  
Ottawa.

MONTREAL, 21st March, 1874.

GENTLEMEN,—We hereby tender to supply three hundred tons railway spikes, as per advertisement under date 10th February, 1874, at eighty-six dollars (\$86.00) per ton, 2,240lbs., delivered at Rivière du Loup in equal quantities, in May, June and July next. The spikes we would supply, would be manufactured from iron of undoubted fibrous quality.

We are, gentlemen,

Yours very respectfully,

(Signed) PECK, BENNY, &amp; Co.

To the Intercolonial Railway Commissioners,  
Ottawa.

26 St. SULPICE STREET,

MONTREAL, 23rd March, 1874.

GENTLEMEN,—I propose and agree to supply you with three hundred tons of railway spikes, according to your pattern and specification, and to deliver same to your order at Rivière du Loup in three equal quantities of one hundred tons, viz.: one hundred tons in the month of May, one hundred tons in the month of June, and one hundred tons in the month of July next, for the sum of ninety-one dollars per ton of 2,240 lbs.; and should you accept my tender, I am prepared to enter into a contract with you, and to give you solvent security for the due fulfilment of same.

I am, Gentlemen,

Your obedient servant,

(Signed) B. J. COUGHLIN.

The Intercolonial Railway Commissioners,  
Ottawa.

OTTAWA, 23rd March, 1874.

GENTLEMEN,—I beg to state that I will deliver at Rivière du Loup in equal quantities, in the months of May, June, July next, 300 tons of railroad spikes according to specification, for the sum of eighty-nine dollars and fifty cents per 2,240 lbs. (\$89.50)

and will deposit in the Union Bank of Lower Canada, Ottawa, 10 per cent. of the contract price, or will give best of personal security for the due fulfilment of same.

Yours respectfully,

(Signed) JOSEPH KAVANAGH,  
Ottawa.

Personal Security,—

DUFRESNE & MCGARITY, Ottawa.

TIMOTHY KAVANAGH, Ottawa.

*S. Waddell & Co., Iron, Steel and Hardware Merchants; Dealers in Railway Supplies*

MONTREAL, 25th March, 1874.

GENTLEMEN,—In answer to your advertisement, dated February 19th, we beg to tender for the 300 tons of railroad spikes required by you, delivered at Rivière du Loup in May, June and July.

We will deliver the above quantity at \$87.50 (eighty-seven dollars and fifty cents) per ton of 2,240 lbs., including strong casks, made to your sample, and guarantee the quality equal, in every respect, to any made either in the United States or Canada.

We are, Gentlemen,  
Yours respectfully,

(Signed) S. WADDELL & CO.

P.S.—We are prepared to give security if required.

To the Commissioners,  
The Intercolonial Railway,  
Ottawa.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 18th April, 1874.*

On a Report dated 17th April, 1874, from the Honorable the Minister of Public Works, stating that tenders have been invited for the supply of spikes for tracklaying on the Intercolonial Railway, between Metapedia road and Restigouche, and received at sums varying between \$78.40 and \$100 per ton, and recommending that he be authorized to accept the tender of Mr. J. L. Martineau, of Quebec, who offers to deliver the said spikes at the railway station at Rivière du Loup at \$79.95 per ton of 2,240 lbs.

The Committee advise that the requisite authority be granted.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

To the Honorable  
The Minister of Public Works

PUBLIC WORKS DEPARTMENT,  
1st June, 1876.

GENTLEMEN,—I am directed to invite your offer to supply the Department with say from twenty to one hundred tons of ordinary railway spikes, of best quality of iron, deliverable at Fort William, in kegs, stating price per ton and forwarding a sample.

I have the honor to be, Gentlemen,  
Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

Messrs. COWAN & BRITTON,  
Gananoque.

PUBLIC WORKS DEPARTMENT,  
1st June, 1876.

SIR,—I am directed to request you to invite tenders from such manufacturers of railway spikes as may be established at Montreal, for the supply and delivery at Fort William of from twenty to one hundred tons of ordinary railway spikes of best quality of iron, in kegs, stating price per ton and forwarding a sample.

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

(Signed) F. BRAUN,  
*Secretary.*

J. G. SIPPELL, Esq.,  
Superintendent Engineer,  
Montreal.

GANANOQUE, June 5th, 1876.

SIR,—We have to acknowledge the receipt of your favor of 1st, in reference to supplying the Department with from twenty to one hundred tons of railroad spikes, and in reply we beg to state that at present we are not in a position to make you an offer.

Thanking you for the opportunity you gave us, we are

Yours truly,

(Signed) COWAN & BRITTON.

F. BRAUN, Esq.,  
Department of Public Works,  
Ottawa.

CANAL OFFICE,  
MONTREAL, 8th June, 1876.

SIR,—On receipt of your letter dated 1st June, 1876, I addressed a circular letter to Messrs Peck, Benny & Co., Messrs. Millard & Co., Messrs. Pillow, Hersey & Co., and Messrs. Story & Co., who are, as far as I could learn, all the manufacturers of railway spikes there are in this city.

A copy of the letter addressed to each of these companies is enclosed herewith, also three tenders, with sample of spike, as asked for.  
No answer was received from Messrs. Story & Co.

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

(Signed) JOHN G. SIPPELL,  
*Engineer in Charge.*

F. BRAUN, Esq.,  
Secretary Public Works,  
Ottawa.

N.B.—The samples are sent by express.

CANAL OFFICE,  
MONTREAL, 3rd June, 1876.

GENTLEMEN,—I am directed by the Secretary of Public Works to invite tenders from the manufacturers of railway spikes in the city of Montreal for the supply and delivery at Fort William of from twenty to one hundred tons of ordinary railway spikes, made of the best quality of iron, and delivered in strong, well bound kegs.

Please send your tender to this office on or before Thursday next, at twelve o'clock noon, stating price per ton, and furnishing a sample spike.

The tender to be addressed F. Braun, Secretary of Public Works, and endorsed "Tender for Railway Spikes."

I have the honor to be, Gentlemen,  
Your most obedient servant,

(Signed) JOHN G. SIPPELL,  
*Engineer in Charge.*

Messrs. PECK, BENNY & Co.,  
Manufacturers Spikes, &c.,  
Montreal.

*Tender for Railway Spikes.*

We will supply to the Department of Public Works twenty to one hundred tons of railway spikes, and deliver the same at Fort William, free of all charges, for the sum of sixty-nine dollars (\$69) per ton of 2,240 lbs., and no charge for kegs.

Or, should the Department prefer, we will deliver the same quantity of spikes here, at the canal, for the sum of fifty-nine dollars (\$59) per ton of 2,240 lbs.

Knowing that the Department is sending large quantities of rails, they can get a lower rate of freight, which would be an advantage, and thus reduce the price.

The spikes are to be made from refined iron, and guaranteed fully up in quality and manufacture to the sample sent herewith soliciting the favour of your order.

We are, respectfully,  
(Signed) R. MILLARD & CO.

*Tender for Railway Spikes.*

MONTREAL, 8th June, 1876.

SIR,—We hereby beg to tender to supply twenty to one hundred tons railway spikes, as per sample, at sixty-three dollars (\$63) per ton, 2,240 lbs., delivered at Fort William. Our spikes are put up in strong casks, containing two cwts. each.

We are,

Yours very respectfully,

(Signed) PECK, BENNY &amp; Co.

To F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

OFFICE OF PILLOW, HERSEY & COMPANY,  
MONTREAL, 7th June, 1876.

DEAR SIR,—We have your favor of 3rd inst., asking us to tender for railway spikes from twenty to one hundred tons, for delivery at Fort William. As you did not state what time you wish delivery made, of course we cannot make arrangements for freight to Fort William. The price will, no doubt, vary according to the season shipped, as well as the quantity to be sent forward, therefore we make quotation delivered f.o.b. in Montreal, and leave you to arrange freight, which we think you can do far better than we could.

We will supply you with railway spikes (a first-class article, samples of which we send you taken right from stock) at the rate of \$54 per 2,240 lbs.; terms cash, after delivery. This includes all lengths from 5 inches to 8 inches x 9-16. If you wanted a larger head on the spike we can make it just as well as not. Some parties like small heads and some large; it is a matter of taste.

We are,

Yours truly,

(Signed) PILLOW, HERSEY &amp; Co.

F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

PUBLIC WORKS DEPARTMENT,  
17th June, 1876.

GENTLEMEN,—With reference to your letter of the 7th inst., offering to supply Railway Spikes at \$54 per ton, I am to request you will be pleased to state whether you are prepared to deliver, at this price, five tons at Montreal.

I have the honor to be,

Gentlemen,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

Messrs. PILLOW, HERSEY & Co.,  
Manufacturers, Montreal.



CITY NAIL AND SPIKE WORKS,  
OFFICE—3, 5 AND 7 CUSTOM HOUSE SQUARE,  
MONTREAL, 19th June, 1876.

DEAR SIR,—Your esteemed favor of 17th inst. is to hand. As we wish you to have a small quantity of our spikes to try at the low figure we offer them, we will let you have five tons, delivered in Montreal, at the price named for the larger quantity, viz., \$54 per ton. In ordering spikes, let us know if the length given includes the head or is under the head.

We are, Dear Sir,  
Yours very truly,

(Signed) PILLOW, HERSEY & Co.

To F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

PUBLIC WORKS DEPARTMENT,  
21st June, 1876.

GENTLEMEN,—In reply to your communication of the 19th instant, in which you agree to supply five (5) tons of railway spikes at the rate of \$54 per ton delivered in Montreal, I beg to inform you that the spikes are to be of the same length as the sample you have supplied, also that it is desirable that you should ship them through G. E. Jaques & Co., Government contractors, as soon as practicable, to order of S. Hazlewood, Engineer C.P.R.R., Fort William.

I have the honor to be, Gentlemen,  
Your obedient servant,

(Signed) F. BRAUN,  
Secretary.

Messrs. PILLOW, HERSEY & Co.,  
Custom House Square,  
Montreal.

GREY NUNS' BLOCK,  
42 AND 44 FOUNDLING STREET,  
MONTREAL, 8th June, 1876.

DEAR SIR.—We beg to quote best quality railway spikes at \$54 per ton, 2,240 lbs. delivered f.o.b., here, or we will deliver at Fort William or Duluth at \$60.25 per 2,240 lbs., including insurance.

Your commands will have our prompt and immediate attention.

Yours faithfully,

(Signed) COOPER, FAIRMAN & CO.

To F. BRAUN, Esq.,  
Secretary, Department Public Works,  
Ottawa.

PUBLIC WORKS DEPARTMENT,  
5th July, 1876.

SIR,—I am directed to request you will cause to be prepared the specification, form of tender and advertisement for the supply and delivery of the required quantity of railway spikes at Fort William.

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

(Signed) F. BRAUN,  
*Secretary.*

SANDFORD FLEMING, Esq.,  
Engineer-in-Chief, C.P.R.

### CANADIAN PACIFIC RAILWAY.

#### *Tenders for Railway Spikes.*

Sealed tenders, addressed to the undersigned, and endorsed "Tender for Railway Spikes" will be received up to noon of Monday the 24th day of July instant, for the supply of from 100 to 300 tons of railway spikes.

Specification and form of tender can be had on application at the office of the Engineer-in-Chief, Ottawa.

Contractors are notified that tenders will not be considered unless made strictly in accordance with the printed forms, and in the case of firms, except there are attached the actual signature and the nature of the occupation and place of residence of each member of the same.

For the due fulfilment of the contract, satisfactory security will be required on real estate, or by deposit of money, public or municipal securities, or bank stocks to an amount of five per cent. on the bulk sum of the contract.

To the tender must be attached the actual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of these conditions as well as the due performance of the works embraced in the contract.

This Department does not, however, bind itself to accept the lowest or any tender.

By Order.  
(Signed) F. BRAUN,  
*Secretary.*

DEPARTMENT OF PUBLIC WORKS,  
OTTAWA, 7th July, 1876.

### FORM OF TENDER.

PUBLIC WORKS OF CANADA.

#### *Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William, or Duluth, not later than the 30th September, 1876, in accordance with the specification and conditions for the same, three hundred tons of railway spikes at the rate of \$78.50 Fort William, \$68 Duluth, per ton, and will deliver the first lot of 25 tons on

or before the 15th day of August next, and the remainder at suitable intervals thereafter.

The undersigned is ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to his ability to complete the contract.

Signatures in full, and residence of parties tendering.

(Signed) CHARLES P. MORSE,  
*Contractor, St. Catherines, Ontario.*

Signatures in full and residences and professions of sureties.

(Signed) C. W. PHELPS,  
*Lumber Dealer, Meritton, Ontario.*  
" THOMAS HAMMILL,  
*Lumber Dealer, Meritton, Ontario.*

Dated at St. Catherines on the 21st day of July, 1876.

*Of Canadian Manufacture.*

#### FORM OF TENDER.

PUBLIC WORKS OF CANADA.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, not later than the 20th September, 1876, in accordance with the specification and conditions for same, one hundred to three hundred tons of railway spikes, at the rate of sixty-two dollars (\$62) per ton of 2,240 lbs., and will deliver the first lot of twenty-five tons on or before the 15th day of August next, and the remainder at suitable intervals thereafter.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract.

Signatures in full, and residences of parties tendering.

(Signed) RICE, LEWIS & SON,  
" GEO. W. LEWIS,  
" By his Attorney, ARTHUR W. LEE.  
" ARTHUR W. LEE,  
" JOHN LEYS.

Signatures in full, and residences and professions of sureties.

(Signed) EDWARD S. COX,  
*Banker, Toronto.*  
SEYMOUR PORTER,  
*Gentleman, Toronto.*

Dated at Toronto on the 22nd day of July, 1876.

*Of American Manufacture—Canadian Duties are not included.*

FORM OF TENDER.

PUBLIC WORKS OF CANADA.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Duluth, not later than the 20th September, 1876, in accordance with the specification and conditions for same, one hundred (100) to three hundred (300) tons of railway spikes, at the rate of sixty dollars (\$60) per ton of 2,240 lbs., and will deliver the first lot of twenty-five tons on or before the 15th day of August next, and the remainder at suitable intervals thereafter.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract.

Signatures in full, and residences of parties tendering.

(Signed) RICE, LEWIS & SON,  
" GEO. W. LEWIS,  
" By his Attorney, ARTHUR W. LEE.  
JOHN LEYS.

Signatures in full, and residences and professions of sureties.

(Signed) EDWARD COX,  
" Banker, Toronto.  
SEYMOUR PORTER,  
Gentleman, Toronto.

Dated at Toronto on the 22nd day of July, 1876.

FORM OF TENDER.

PUBLIC WORKS OF CANADA.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, not later than the 15th October, or up to date of last vessel leaving for these parts, in accordance with the specification and conditions for same, three hundred tons of railway spikes at the rate of fifty-seven dollars and twenty-five cents (\$57.25) per ton of 2,240 lbs., and will deliver the first lot of twenty-five tons on or before the 15th day of August next, and the remainder at suitable intervals thereafter.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract.

Signatures in full, and residences of parties tendering.

(Signed) PILLOW, HERSEY & CO.,  
Nail and Spike Manufacturers, Montreal.

Signatures in full, and residences and professions of sureties.

(Signed) JOHN McDOUGALL,  
" Montreal Car Wheel Works.  
JOHN DYER, Engineer,  
339 Seigneurs Street.

Dated at Montreal on the 22nd day of July, 1876.

## FORM OF TENDER.

PUBLIC WORKS OF CANADA.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William, or Duluth, not later than the closing of navigation, in accordance with the specification and conditions for same, from 100 to 300 tons of railway spikes at the rate of fifty-seven dollars (\$57) per ton, and will deliver the first lot of twenty-five tons on or before the 15th day of August next, and the remainder at suitable intervals thereafter.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to our ability to complete the contract.

Signatures in full, and residences of parties tendering.

(Signed) COOPER, FAIRMAN & CO.,  
42 and 44 Foundling Street, Montreal.

Signatures in full, and residences and professions of sureties.

(Signed) S. H. EWING,  
102 King Street, Montreal.

Dated at Montreal on the 22nd day of July, 1876.

COLD BROOK ROLLING MILLS COMPANY,  
DEPOT—NOS. 9 AND 10, NORTH WHARF,  
SAINT JOHN, N.B., 18th July, 1876.

DEAR SIR,—In accordance with the enclosed advertisement, we beg to say that we will supply the spikes for the Intercolonial (?) Railway at our Works, Moosepath, at \$54 per ton, 2,000 lb

We would have made this tender on a regular form could we have obtained it here. However, should our tender be accepted we are prepared to give the proper sureties and sign the requisite documents.

Asking the favour of a reply,

We are, Dear Sir,  
Yours truly,

(Signed) JAS. SCOVILL,  
*Secretary.*

Should above tender be accepted we hereby agree to become sureties for faithful performance of same.

(Signed) C. E. HILYARD.  
W. B. THORNE & Co.

F. BRAUN, Esq.,  
Secretary Canadian Pacific Railway.

MONTREAL, 24th July, 1876.

DEAR SIR,—We enclose tender for the supply of 200 tons spikes as advertised for Should the Government require Real Estate security we are prepared to give it.

We trust our tender may not be considered too late, as the writer understood by advertisement that the Tenders were to be in on the 28th, but the official documents say the 24th.

We will supply a spike that will give to your engineers entire satisfaction.

We are,  
Yours respectfully,

(Signed) R. MILLARD & Co.

F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

### FORM OF TENDER.

#### PUBLIC WORKS OF CANADA.

#### *Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, not later than the 20th September, in accordance with the Specification and conditions for same, two hundred tons of railway spikes, at the rate of sixty-five dollars per ton, and will deliver the first lot of twenty-five tons on or before the 15th day of August next, and the remainder at suitable intervals thereafter. 2,240 lbs. per ton.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to our ability to complete the contract.

Signature in full and residence of parties tendering.

(Signed) R. MILLARD & Co.,  
Montreal, P.Q.

Signatures in full and residences and professions of sureties.

(Signed) CHAS. CHILDS,  
" Manufacturer.  
JAMES ROBERTSON,  
Per JOHN McPHAIL.

Dated at Montreal on the 24th day of July, 1876.

WELLAND HOUSE, H. GRANT, PROPRIETOR,  
St. CATHERINES, 21st July, 1876.

SIR,—I beg to inform you the reasons for putting two prices in for railroad spikes at Fort William and Duluth are as follows: the price at Fort William covers duty which I will be obliged to pay, and at Duluth, being an American port, there will be no duty. If I could deliver at Fort William free of duty the price shall be the same.

Very respectfully,  
Your obedient servant,

(Signed) CHAS. P. MORSE.

F. BRAUN, Esq.,  
Secretary of Public Works,  
Ottawa.

OFFICE OF PILLOW, HERSEY & CO.,  
MANUFACTURERS OF NAILS, SPIKES, &C.,  
MONTREAL, 22nd July, 1876.

DEAR SIR,—In reply to your advertisement calling for tenders for supplying 300 tons railway spikes, we herewith beg to enclose our tender conforming to the conditions, &c., named therein.

If we are fortunate enough to secure the contract, we would like as soon as possible, to know the result, as the moment we heard from you favourably, one of our firm would make it a point to consult your engineer in reference to several matters concerning delivery; we mean little details which have not been mentioned in the specification.

We might just add, that we are in a better position than any other firm to carry out the contract on time. Our mill is the only one in Canada which can produce the necessary iron from day to day, other makers having to obtain it from the other side of the Atlantic.

We are yours respectfully,

(Signed) PILLOW, HERSEY & CO.

F. BRAUN, Esq.,  
Secretary, Public Works Department,  
Ottawa.

PUBLIC WORKS DEPARTMENT,  
25th July, 1876.

In your tender for spikes you do not say how many pounds to the ton.

(Signed) F. BRAUN,  
Secretary.

COOPER, FAIRMAN & Co.,  
42 and 44 Foundling Street, Montreal.

MONTREAL TELEGRAPH COMPANY,  
OTTAWA, 25th July, 1876.

Our quotation is for 2,240 lbs. per ton.

(Signed) COOPER, FAIRMAN & CO.

To F. BRAUN.

THE DOMINION TELEGRAPH COMPANY OF CANADA.

OTTAWA, 26th July, 1876.

(From Montreal—To F. Braun, Department of Public Works.)

Spikes made by Pillow, Hersey & Co. Quality same as five (5) ton sample delivered four weeks since. Try them. You can rely on quality.

(Signed); COOPER, FAIRMAN & Co.

PUBLIC WORKS DEPARTMENT,  
28th July, 1876.

COOPER, FAIRMAN & Co.,  
42 and 44 Foundling Street, Montreal.

Your tender for railway spikes accepted for one hundred and fifty tons, to be delivered at Fort William.

(Signed) F. BRAUN,  
*Secretary.*

PUBLIC WORKS DEPARTMENT,  
28th July, 1876.

GENTLEMEN,—I am directed by the Minister of Public Works to confirm by letter the telegram addressed to you to-day, stating that your tender for spikes for Canadian Pacific Railway is accepted for one hundred and fifty tons, to be delivered at Fort William.

I have the honor to be, Gentlemen,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

Messrs. COOPER, FAIRMAN & Co.,  
42 and 44 Foundling Street, Montreal.

RICE, LEWIS & SON,  
HARDWARE AND IRON MERCHANTS,  
TORONTO, 26th July, 1876.

DEAR SIR,—Who has been successful in obtaining the contract for railroad spikes. I please inform us at your earliest convenience and oblige,

Yours truly,

(Signed) RICE, LEWIS & SON.

F. BRAUN, Esq.,  
Secretary, Department of Public Works,  
Ottawa.

*Rice, Lewis & Co., Hardware and Iron Merchants.*

TORONTO, 1st August, 1876.

DEAR SIR,—We are desirous to learn the result of our tender for the supply of railroad spikes wanted for the Canada Pacific Railroad, the more so because the freight companies want to know if they are to carry them. Will you kindly reply early as convenient.

We are yours truly,  
(Signed) RICE, LEWIS & SON.

If we are not the parties, will you oblige by saying who has the contract.

F. BRAUN, Esq.,  
Secretary, Department Public Works,  
Ottawa.



DEPARTMENT OF PUBLIC WORKS,  
OTTAWA, 8th February, 1877.

SIR,—With reference to your report of the 31st ultimo, stating that seventy-five tons of spikes are required at Fort William, and 175 tons at Selkirk, on the opening of navigation, I am to inform you that tenders should be invited for the supply of the material.

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

(Signed) F. BRAUN.  
*Secretary.*

SANDFORD FLEMING,  
Chief Engineer, C.P.R.,  
Ottawa.

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### CANADIAN PACIFIC RAILWAY.

#### *Tenders for Railway Spikes*

Sealed tenders addressed to the undersigned, and endorsed "Tender for Railway Spikes," will be received up to noon of Tuesday the 18th day of March next, for the supply of from 100 to 300 tons (2,240 lbs.) of railway spikes.

Specification and form of tender can be had on application at the office of the Engineer-in-Chief, Ottawa.

Contractors are notified that tenders will not be considered unless made strictly in accordance with the printed forms, and in case of firms, except there are attached the actual signature and the nature of the occupation, and place of residence of each member of the same.

For the due fulfilment of the contract, a cash deposit to an amount of five per cent. on the bulk sum of the contract will be required.

To the tender must be attached the actual signatures of two responsible and solvent persons, residents of the Dominion, willing to become sureties for the carrying out of these conditions as well as the due performance of the works embraced in the contract. This Department does not, however, bind itself to accept the lowest or any tender.

By Order,

(Signed) F. BRAUN,  
*Secretary.*

Department of Public Works,  
Ottawa, 19th February, 1877.

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### FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

#### *Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation 1877, in accordance with the specification and conditions for same, three hundred (300) tons of railway spikes, at the rate of fifty-two dollars and ninety cents per ton of 2,240 lbs.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract.

Signatures in full, and residences of parties tendering.

(Signed) RICE, LEWIS & SON,  
*Toronto.*

Signatures in full, residences, and professions of sureties.

(Signed) SEYMOUR PORTER,  
*No. 7 Baldwin Street.*  
" S. S. MARTIN,  
*Sherbon.*

Dated at Toronto on the \_\_\_\_\_ day of March, 1877.

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### FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same, three hundred tons of railway spikes, at the rate of fifty-five dollars per ton of 2,240 lbs., no over lot for spring shipment to be less than 100 tons.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract.

Signatures in full and residences of parties tendering.

(Signed) PILLOW, HERSEY & CO.,  
*Nail and Spike Manufacturers, Montreal.*

Signatures in full, residences and profession of sureties.

(Signed) JOHN McDOUGALL,  
*Montreal Car Wheel Works.*  
" JOHN DYER,  
*Engineer, Montreal.*

Dated at Montreal on the twelfth day of March, 1877.

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### FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same 300 tons of railway spikes at the rate of \$75.83 per ton, 2,240 lbs.

The undersigned are ready to enter into contract for the manufacture and

delivery of the above railway spikes, or as much thereof as may be required, and will satisfy the Minister of Public Works as to their ability to complete the contract. Signatures in full and residences of parties tendering.

(Signed) WM. DOUGLAS & CO., *Toronto.*  
*Agents for Albany and Rensselaer Iron Co., Troy, N. Y.*

Signatures in full, residences and professions of sureties; these will be satisfactory if contract awarded.

Dated at Toronto on the 12th day of March, 1877.

MONTREAL TELEGRAPH COMPANY.

OTTAWA, 14th March, 1877.

(By Telegraph from Toronto.)

Make our tender seventy odd not seventy-five (75). Are writing.

(Signed) WM. DOUGLAS & CO.,

To F. BRAUN,  
 Department of Public Works.

65 COLBORNE STREET, EAST, P.O. Box 282,  
 TORONTO, 14th March, 1877.

DEAR SIR,—Owing to error in telegram we made our tender of 300 tons spikes \$75.83 it should be \$70.83; and if not too late for entry, we trust you will give it your kind consideration.

And oblige,  
 Yours truly,

(Signed) WM. DOUGLAS & CO.

F. BRAUN, Esq.,  
 Secretary Public Works, Ottawa.

FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

*Tender for Railway Spikes.*

The undersigned hereby tender to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same 100 to 300 tons of railway spikes at the rate of \$59.75 per ton of 2,240 lbs.

The undersigned is ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to his ability to complete the contract.

Signature in full and residences of parties tendering.

(Signed) GEORGE HENRY PARSONS,  
*Goderich, Ont.*

“ JAMES GAD. PARSONS,  
*Goderich.*

Signatures in full, residences and professions of sureties,

(Signed) JAMES SMALL,  
*Goderich.*

Dated at Goderich on the 12th day of March, 1877.

## FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same, one or three hundred tons of railway spikes, at the rate of fifty eight dollars per ton of 2,240 lbs.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to our ability to complete the contract.

Signatures in full and place of residence of parties tendering.

(Signed) R. MILLARD & CO.,  
Montreal.

Signatures in full, residences and professions of sureties.

(Signed) W. J. M. JONES,  
Montreal.  
" JOHN B. BURLAND,  
Montreal.

Dated at Montreal on the Twelfth day of March, 1877.

The above spikes to be made from imported refined iron—not rolled from old rails, as some are made.

GREY NUNS' BLOCK,  
42 AND 44 FOUNDLING STREET,  
MONTREAL, March 12th, 1877.

DEAR SIR,—We beg to enclose tender for spikes. We have inserted that they are to be ordered in lots of not less than 100 tons for spring shipment; this is because through freight are so difficult to get for small lots. The quality of the spikes will be the same as supplied the Department last year, which gave the engineer entire satisfaction. We might also add that it is very important that we know at as early date as possible your decision.

We are, Dear Sir,  
Yours sincerely,

(Signed) COOPER, FAIRMAN & Co.

F. BRAUN, Esq.,  
Secretary.

## FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

*Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same, three hundred tons of railway spikes, at the rate of \$54.95 per ton of 2,240 lbs., in lots of not less than 100 tons, for spring shipment.

The undersigned are ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required; and will satisfy

the Minister of Public Works as to our ability to complete the contract. Quality will be the same as supplied you last year, which gave the engineer satisfaction. Signatures in full of parties tendering.

(Signed) COOPER, FAIRMAN & CO.,  
*Merchants, Montreal.*

Signature in full, residences and professions of sureties,

(Signed) D. BUTTERS & CO.,  
*Merchants, Montreal.*

" PILLOW, HERSEY & CO.,  
*Manufacturers, Montreal.*

Dated at Montreal on the twelfth day of March, 1877.

### FORM OF TENDER.

PUBLIC WORKS OF CANADA.—CANADIAN PACIFIC RAILWAY.

#### *Tender for Railway Spikes.*

The undersigned hereby tenders to deliver on the wharf at Fort William or Duluth, on the opening of navigation, 1877, in accordance with the specification and conditions for same, three hundred tons of railway spikes, at the rate of \$58 per ton of 2,240 lbs.

The undersigned is ready to enter into contract for the manufacture and delivery of the above railway spikes, or so much thereof as may be required, and will satisfy the Minister of Public Works as to his ability to complete the contract.

Signatures in full and residences of parties tendering.

(Signed) CHARLES E. KING,  
*St. Catherines, Ont.*

Signatures in full, residence and professions of sureties.

(Signed) HENRY A. KING,  
*St. Catherines, Ont.*

" CHARLES E. STUART,  
*St. Catherines, Ont.*

Dated at St. Catherines on the ninth day of March, 1877.

DEPARTMENT OF PUBLIC WORKS,  
OTTAWA, 16th March, 1877.

SIR.—The accompanying tenders for the supply of railway spikes for the Canadian Pacific Railway have been received, and you will be pleased to report on the same and to state what quantity of such spikes should be ordered.

I am, Sir,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

SANDFORD FLEMING, Esq.,  
Chief Engineer, Canadian Pacific Railway,  
Ottawa.

DUKE STREET, CHAUDIÈRE,  
OTTAWA, March 16th, 1877.

SIR,—We expected to have been in a position to tender for railway spikes, tenders for which was required on the 13th. We could not do so, as we could not perfect arrangements for freight to Fort William until the 15th. We will send the Department a tender on the 20th or 21st, and if not out of order, we shall be glad if it will be noticed on its merits or otherwise.

Yours respectfully,

(Signed) ALEX. KENT & BRO.

Hon. A. MACKENZIE,  
Ottawa.

RICE, LEWIS & SON,  
HARDWARE & IRON MERCHANTS.  
TORONTO, March 19th, 1877.

SIR,—By some oversight we omitted to send the tender for the P. R. spikes at the proper time. If you can honorably put it in for consideration with others we hope you will do so. We wish this the more from the fact we believe our manufacturers will not give a tender themselves, nor to any other, and we do not wish they should be prejudiced by any neglect of ours. We presume the tenders have not yet been adjudicated on. Will you kindly oblige by answering this, so that we may know if the tender will be admitted for consideration. We are sorry to trouble you, and are,

Sir, yours most respectfully,

(Signed) RICE, LEWIS & SON.

F. BRAUN, Esq.,  
Public Works, Ottawa.

DEPARTMENT OF PUBLIC WORKS,  
OTTAWA, 26th March, 1877.

GENTLEMEN,—I am directed to inform you that your tender, dated 12th instant, for the supply and delivery at Fort William or Duluth, of 300 tons of spikes, at fifty-four dollars and ninety-five cents per ton, for the Canadian Pacific Railway, is accepted, subject to your furnishing security to the extent of 5 per cent. of the total amount of contract.

I am, Gentlemen,  
Your obedient Servant,

(Signed) F. BRAUN,  
*Secretary.*

Messrs. COOPER, FAIRMAN & Co.,  
Montreal.

OTTAWA, 26th April, 1877.

DEAR SIR,—I am in receipt of your letter of this date enclosing deposit cheque on Bank of Toronto, Montreal, for \$687.87, deposited as security on account of the contractors, Messrs. Cooper, Fairman & Co., for supply of spikes to Canadian Pacific Railway.

Yours faithfully,

(Signed) T. D. HARINGTON,  
*Deputy Receiver General.*

F. BRAUN, Esq.,  
Secretary, Department of Public Works.

PUBLIC WORKS DEPARTMENT,  
May 16th, 1877.

GENTLEMEN,—I beg to transmit for your information the enclosed articles of agreement entered into between yourselves and this Department for the supply of 250 tons of spikes for the Canadian Pacific Railway. I also enclose the 5 per cent security agreement in connection therewith.

I have the honor to be, Gentlemen,  
Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

Messrs. COOPER, FAIRMAN & Co.,  
Hardware Merchants, Montreal.

(109)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For papers and correspondence between the Superintendent of the Prince Edward Island Railway and the Department of Public Works, showing how many miles of wire fence have been taken down and replaced by post and batten fence, &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 25th April, 1878.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above Return is not printed.]*



## RETURN

(110)

To an ORDER of the HOUSE OF COMMONS, dated 11th March, 1878;—For Report of Surveys made of Lakes Manitoba and Winnipegosis, the Waterhen River and Little Saskatchewan River.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF SECRETARY OF STATE,  
OTTAWA, 25th April, 1878.

OTTAWA, 9th Feb., 1874.

SIR,—I have the honor to draw your attention to the result of a preliminary survey which I made in November and December last for the purpose of discovering a navigable route from Fort Garry to the Rocky Mountains.

Different reports published in 1859 allude to these routes.

Among other projects then spoken of was to render the Assiniboine and Qu'Appelle Rivers navigable by bringing the south branch of the Saskatchewan into the Qu'Appelle Valley. With a view of studying this idea, I followed the Assiniboine River 140 miles up from Fort Garry, but I am convinced that the works to be performed on this portion alone would be by far too expensive. It was also suggested to use Lake Winnipeg and the River Saskatchewan, but the (Grand Rapid), which interrupts their communication, would need a very expensive canal, built altogether through the rock, which would seem to me a great objection, on account of its heavy cost, and would moreover open a navigation of 260 miles upon Lake Winnipeg, whose surroundings are almost sterile and altogether unfit for colonization and commerce.

I take the liberty to submit to you a project of navigation of which I have made a special study and which seems to me preferable and less expensive than the two others above mentioned. A far more more advantageous navigation would be opened by using the following rivers:—Assiniboine, Long Lake, Lake Manitoba, Lake Winnipegosis and the Saskatchewan, and I am convinced that the sale of lands alone would exceed the cost of canal works, which would consist:—

1st. To improve the River Assiniboine, which must be used for 40 miles. The approximate cost would not exceed \$20,000.

2nd. A canal should be constructed to connect the River Assiniboine with Long Lake, there being only 1<sup>77</sup>/<sub>10</sub> feet of difference in the level. The cut to be made through clay would not be considerable.

3rd. The navigation of Long Lake is 8<sup>1</sup>/<sub>2</sub> miles, giving an average depth of from 5 to 15 feet. The Long Lake Creek, 2<sup>1</sup>/<sub>2</sub> miles long, and about 40 feet wide, should be deepened a few feet. At this point, I have two routes to suggest—A and B. A needs only an easy cut of 5<sup>1</sup>/<sub>2</sub> miles through the plain; this cut (as indicated on the map) leads to a gully, which would only require some few feet deepening, and then reaches a deep creek, which leads to Lake Manitoba.

B commences by a cut of  $3\frac{1}{2}$  miles in length (similar to that of A) and leads to a gully of 6 miles, which would need deepening. Between this gully and Portage Creek, half a mile only remains to be cut before reaching Lake Manitoba.

4th. Manitoba Lake offers an easy navigation for 120 miles, and would reach Lake Winnipegosis by a cut in the plain of two miles.

5th. Lake Winnipegosis, which is navigable for 100 miles, would join Cedar Lake by a cut of three and a-half miles in the plain.

From Cedar Lake, we run up the Saskatchewan, where navigation is so advantageous that the Hudson Bay Company is now constructing two splendid steamers, to run as far as the Rocky Mountains, for the purpose of supplying their forts. It remains for me, Sir, to state that the approximate difference of level between Cedar and Winnipeg Lakes is about sixty feet, and that between the latter and Long Lake, forty feet, on a length of nearly seventy miles.

It is easy to ascertain that those cuts through the plain would cost very little, and would require but twenty feet of dam works. I further humbly submit that the regular survey, together with the maps and estimates, in connection with this great work, can be completed and submitted to you within two months and a-half from the present date; and before closing, I earnestly recommend this exploration to your favorable consideration.

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

(Signed) E. P. BENDER.

To the HON. ALEX. MACKENZIE,  
Minister of Public Works,  
Ottawa.

WINNIPEG, 21st October, 1874.

DEAR SIR,—I returned on Sunday, after making the inspection of Lakes Manitoba and Winnipegosis and the River Saskatchewan, from its mouth up to Muddy Lake, in accordance with your instructions to me before leaving Ottawa. I was prevented leaving earlier in the season by the difficulties of procuring transport and matters which required attention here.

I left here on the 3rd September, and returned on the 18th instant, having been absent six weeks and two days; out of this time I was detained in camp, by storms wind sixteen days, but in other respects, the weather was delightful. The first perceptible frost was on the night of the 15th September, when I was encamped on the upper portion of the Waterhen River. On the night of the 10th October we had ice one-quarter inch thick on the pails, and it froze on the oars, in the sunshine, until 10 a.m. next day; but with this exception I have hardly required an overcoat the whole time.

The prevailing winds, at this time of year, appear to be N.W. and S.E. It blows with great regularity on alternate days from one of these quarters; when from the former, the barometer always falls, and when from the latter, it rises. Storms rise with great suddenness, and in half an hour after they begin to blow, there is a very heavy sea running. The total distance travelled must have been over 800 miles.

From here, I went to Oak Point, Lake Manitoba, by wagon, thence to the "Narrows" in canoe; from there to "Mossy Portage" in a Hudson Bay Co's boat, and from there down and up the Saskatchewan, and back to "Swampy Creek," Lake Winnipegosis, in canoe, then back to Oak Point in Hudson Bay Co's boat; the weather being too stormy to venture in a canoe.

I now have to report as follows, dividing the subject into two heads, viz. :—

- 1st. The Country and Timber;
- 2nd. The Waters traversed.

From here to Oak Point, a distance of about 65 miles, the road I travelled runs almost in a direct line (N.W.) passing close to the south and west sides of Shoal Lake. For the first twenty miles of the above distance, the country is for the most part open prairie, and the land good; from that point it becomes gradually poorer, being covered in some places by clumps and belts of poplar, of small size. When the neighbourhood of Shoal Lake is reached, the land is very poor, being covered in many places by white saline incrustations, and a great many boulders of moderate size, the subsoil being a yellowish clay and gravel. This may be said to continue all the way to Oak Point, and probably further north; there are, however, some extensive tracts of excellent hay lands in the neighbourhood of Oak Point. As this name implies, there is a good deal of Oak timber in the vicinity, but I did not see any exceeding 6 in. diameter, and twenty feet high; in fact, it looked stunted. At this time of year, or during a very dry season, there are only two points, at present, where good water can be obtained between this place and Oak Point; namely, at "Boyd's Cattle Farm," where there is a well of excellent water, with a pump, and at a small fresh-water lake on the south-west side of Shoal Lake. The water of the latter is very brackish; it is not deep, and is said to have no outlet.

From Oak Point to Swan Creek, a distance of about 15 miles, along the north shore of Lake Manitoba, the country appears to be of the same character, with an extensive belt of reeds and rushes along the shore, extending a considerable distance into the lake. Little or no timber can be seen.

From this point to the Narrows, the country seems to improve, although in some places low and swampy; it is covered by a thick growth of timber, principally poplar of a good size.

About the Narrows and the numerous islands in the neighbourhood, there are extensive beds of reeds and rushes, and at its upper end limestone rock, in situ, appears for the first time.

I believe there will be no serious difficulty in the way of carrying the railway in a direct line from the Narrows to the crossing of the great Bog, except at two points, Dog Lake, near the Narrows, and Shoal Lake, near this end.

From the Narrows to the crossing of Mossy River, the country is generally dry; there is, however, some swamps in the neighbourhood of Ebb and Flow Lake. It is well timbered with poplar, some spruce and a few tamarac. There are excellent grass lands on the west side of Lake Manitoba.

From the Narrows to Waterhen River, at the head of the lake, the shores as seen from the water, are higher than on the lower portion, and appear throughout to be well timbered.

There is a considerable quantity of spruce of fair quality and good size to be found on the lower half of the Waterhen River, on the upper portion of the river, from Lake Winnipegosis to Waterhen Lake; and at its mouth in Lake Manitoba there is a vast area of reeds and rushes.

The country around Lake Winnipegosis is all thickly wooded with poplar, tamarac, elm and oak. The soil seems to be of fair quality, but higher and more sandy than the prairies. Limestone rock, in situ, is found at various points round the shores of the lake.

In the neighbourhood of Mossy River the land is good, and limestone rock is visible at the point where I think the railway will cross. When proceeding westward along the line or railway (as explored) from Mossy River, a portion of the country in the vicinity of the south-west side of Lake Winnipegosis, is swampy but not to such an extent as to create any serious difficulty in constructing the line. As you approach and pass round the north-eastern end of the Duck Mountains, the land improves and there is very fine timber. In the valley of the Swan River, there is some magnificent land, unsurpassed by any within this Province.

Pieces of lignite of first-class quality have been found in the river and some of its tributaries this summer by members of the Geological Staff; but they did not succeed in finding the place from which they had been carried by the stream. I am informed that the country in the neighbourhood of Dauphine Lake is very fine.

I visited the place on Red Deer Point, Lake Winnipegosis, marked "Salt works" on the map. It is a most desolate looking spot, there being no vegetation in the neighborhood of the place where the salt is produced. The neck of land is quite level and but little above the surface of the lake. The brine issues with considerable force from some natural holes in the ground, like a spring, but I am informed that by digging wells in its vicinity, brine of greater strength is procured.

The method employed to make the salt is very crude, and the extent to which it is manufactured small; there are a few wrought iron pans of a rectangular form, about four feet long, two feet six inches wide and fifteen inches deep; in these the brine is placed, and a fire being lighted beneath, the water is evaporated and the salt remains. —As the brine is not kept in motion while being evaporated, the crystals of salt are very coarse, and being evaporated to dryness, the salt is not very pure, although of a good colour. When made, it is packed in baskets of birch bark and sent to Winnipeg. It is now owned and occasionally worked by the Hon. J. McKay, when the price of salt is high. There is no doubt however that when the demand for salt is greater and as the country gets more settled, the Railway passing in the neighbourhood, that a good business can be done in it.

The southern end of the Mossy Portage and the country around is heavily timbered with poplar, spruce, tamarac, and balsam, of a very good size; for half a mile at the north end, the ground is low and swampy and the cedar which is seen on the shores of Cedar Lake is very small; all the S. E. and E. shore has been completely swept by fire some time ago, and as seen from the water has the appearance of a Prairie. The ridge of land which divides Cedar from Winnipegosis Lake continues almost at a dead level, all the way to the Grand Rapids of the Saskatchewan.

The country on both sides of the river, from Cedar Lake down to its mouth, seems of indifferent quality. Limestone rock is visible at many points, but there are some tracts of good land. It is all thickly wooded. From Cedar Lake upwards, as far as I went (to Muddy Lake), limestone rock is visible at several points on the south bank. At these places the banks are from six to ten feet above the water and covered with poplar, spruce, &c. The intervening spaces are extensive swamps. The northern side seems low and swampy, and the river is divided into numerous channels by large islands of reeds and rushes.

2nd. The waters traversed.

There is very considerable inaccuracy in the general form and position of Winnipegosis and Cedar Lakes; and the Saskatchewan River, from Cross Lake to its mouth, is not nearly so straight as is shown on the maps.

I herewith enclose a sketch map which I have made from notes taken on my trip, which, although not professing to be perfectly accurate, is more like them.

The map of Manitoba Lake, which we purchased from Mr. Waggoner last spring, seems generally accurate, although many details of the shore line are wanting, and there are a great number of islands in the lake which are entirely omitted. Manitoba Lake is generally very shallow, especially that portion of it south of the Narrows. I believe the greatest depth found is about 20 feet, and to obtain 4 or 5 feet of water a considerable distance from the shore must be traversed along the coast that I have visited.

The northern portion is rather better in this respect, but both in it and the southern, there are a great number of reefs of boulders; some parts of these are a few feet above water, others just awash, while others again are a short distance below the surface. A careful survey of the lake would, therefore, be necessary before it could be safely navigated.

The waters of the lake are subject to considerable fluctuations; apart from high or low water, a northern wind will raise the water at the southern end 1 to 2 feet and *vice versa*. There is at such times a very strong current either up or down through the "Narrows."

The Hudson Bay Company's officer at Manitoba House informed me that during the time a stormy west wind was blowing the water receded 100 feet from the end of

their wharf, where at ordinary times there is about 18 inches of water, leaving the bottom dry to that extent.

In the vicinity of "Meadow Portage," the water of the lake is shallow for a considerable distance out from the shore, and this remark applies to even a greater extent to the water of Winnipegosis at the other end of the portage, so that the construction of locks and a canal in that neighbourhood would be a costly undertaking.

The upper portion of the Waterhen River could be rendered navigable for steamers of the class which navigate Red River on the Saskatchewan, at a moderate expense, but when it flows into Waterhen Lake the work would be much more costly. From there down to Lake Manitoba, in which portion of the river most of the fall occurs, I do not think could be rendered navigable by the removal of boulders and stones in the existing rapids, as this would only have a tendency to lower the water at other points; to attempt to render it navigable by dams, locks, &c., would, if practicable—which I much doubt—be a costly undertaking.

The direction of the wind has a great effect on the level of water in the river. Lake Winnipegosis is considerably deeper than Manitoba, still there are some places where it is shallow for a considerable distance from the shore. This is the case at Mossy Portage. At the southern end, where Mossy River empties into it, and in that river as far up as the railway crossing, there is plenty of water.

The remarks which I made in reference to reefs and boulders in Lake Manitoba, applies also to this lake, but they are not so numerous. I have already remarked about the storms.

Before passing to the waters of the Saskatchewan, I will report on the possibility of forming a connection between them and Lake Winnipegosis. Up to the present time, it was supposed that the Mossy Portage would prove the best place for the purpose, but in addition to the disadvantage of the shoal water at its southern end, the amount of excavation would form a most serious item. As you are already in possession of the details in reference to it, I shall only add that I think it very probable rock would be found in making the excavation, before the requisite depth was reached. In addition to this, both ends of the portage are very much exposed, the southern end to gales from east by south-east round to west by south-west, and the northern from north-west by north round to north-east.

I found two other points, either of which would, I believe, prove better locations for the proposed canal. They are marked respectively A and B in the accompanying sketch map, and are being surveyed by Mr. Bender.

At the line marked A, the water is deeper at both ends than at Mossy Portage, the height of land to be crossed is some 40 feet lower, and the length of the cutting will probably prove a mile less. It is much better sheltered at the southern end.

At the line marked B, advantage could be taken of a portion of "Swampy Creek," which is about 60 feet wide, and has a depth of water ranging from 7 to 9 feet for a distance of from 2 to 3 miles from its mouth, and has little or no current.

This line would be longer than at A, from water to water, but it is believed that the whole intervening space is wet swamp which might be excavated by means of a steam dredge, and as its northern end would be in the Saskatchewan River, the storms in Cedar Lake would be avoided, and the line westward would be more direct than in the other case. It is, however, impossible to express a satisfactory opinion on the respective merits of the two routes until the surveys are made.

It has been assumed up to the present time that the level of Winnipegosis and Cedar Lakes are the same. Now, although this may be the case at certain stages of the water in each, yet, as the Saskatchewan is subject to considerable fluctuation in level (from 3 to 6 feet) between high and low water, and the Winnipegosis is also subject to considerable fluctuation, although not to so great an extent, and arising from different causes, it may so happen that at times the water in Cedar Lake will be higher than in Winnipegosis, and at others that the difference in level will be reversed. This may possibly necessitate the construction of a lock with double gates,

which, when the waters are level, could be kept open. The outlet of Cedar Lake is a short distance north of the point marked C on the accompanying map. Here the river may be said to commence, and from this point down to its mouth there is no point on the river where the current in the centre flows at a less velocity than from three to four miles an hour.

Leaving the Grand Rapids out of the question altogether, there are six places, three of them heavy rapids, where the current must range from six to nine miles an hour. At two points the steamboat cannot get up without the aid of a strong cable, made fast on shore, which is wound up by steam power on the boat, while, at the same time, her wheel is left going full speed. These points are in the Red Rock and Cross Lake rapids. I do not think the company would attempt to run their steamboat on the portion of the river under consideration, were it not for the great cost of transport (by teams) between the points referred to.

It is, of course, true that the thing may be worked as at present for some time to come, but, as a permanency, it would never answer. With this object in view, a road or tramway could be built from the steamboat landing, below the Grand Rapids, to the steamboat landing above, at a moderate expense, as there are no engineering difficulties in the way; but, to make the Lake Winnipeg and Saskatchewan River a good route, either a canal or a railway would have to be built around the whole of that part of the river under consideration. The former would cost a great amount of money; the latter would not, I believe, entail great expense.

For the railway, the south side of the river would prove the best, as I am informed that there is a comparatively level ridge extending the whole distance, while on the north side, the country is much broken up and the northern end of Cross Lake extends much further north than is shown on existing maps. The probable length of the line, on the route proposed, would be between fifteen and twenty miles.

I might here mention that I think the fall between Cedar and Winnipeg Lakes has been underestimated, probably from five to ten feet.

If, however, the connection between Lake Winnipegosis and the Saskatchewan can be made at anything like a reasonable expense, it appears to me that will be the best route to follow for several reasons, among which are the following:—

The mouth of the Saskatchewan is blocked by ice in spring to such an extent that its upper portion and Lakes Winnipegosis and Manitoba are open from a fortnight to a month before it.

The railway passing a navigable point at the southern end of Winnipegosis, goods could only require one transhipment.

The water portion of the route, on this line, would be much better sheltered than on the other.

The cost of constructing the piece of railway between the mouth of Saskatchewan and Cedar Lake would go some way towards making the line to Winnipegosis.

I remain, Dear Sir,

Yours truly,

(Signed) JAMES H. ROWAN.

SANDFORD FLEMING, Esq.,  
Engineer-in-Chief, Canadian Pacific Railway.

## REPORT ON THE TRACK SURVEY OF THE WATERHEN RIVER.

20th March, 1874.

The Waterhen River, properly speaking, is not one river, but two. The first or "North Branch" flows from Lake Winnipegosis in a north-easterly direction, and falls into a large open sheet of water about seven miles long by five broad, known as the

Waterhen Lake. The second or "South Branch" flows in a south-westerly direction from Waterhen Lake and falls into Lake Manitoba. The total length of the water-way connection is thirty miles, and the total fall 1873 feet.

At the head of the river, Lake Winnipegosis forms itself into a long narrow reach of water, free from obstruction to navigation, except at one point—about seven and one-quarter miles (see Plan 2) from the head of the river, where the lake is scarcely three miles wide—there is an island two and one-half miles by three and one-quarter miles in the middle of the bay; on the left of this island the lake is shoal and filled with reeds, but on the right a depth of from six to eight feet may be obtained. From this to head of river eight to ten feet may be obtained. At the head of the river, one sounding gave five feet six inches on a soft muddy bottom, with this exception, the soundings throughout the entire length were deep, a few were six feet and several seventeen feet and over. The bed of the stream is as a rule muddy, but in some few places sand and stones may be found. The banks on both sides all the way up to the Waterhen Lake are low and marshy; timber, small birch and tamarac grows at some ten to twenty chains off.

The dotted red line on plan shows the deepest channel.

About one and a half miles from Waterhen Lake, a shallow cross channel connects the North Branch with the Inner River, a shallow stream flowing from Lake Winnipegosis into Waterhen Lake.

The general rise of the current is three miles per hour; general breadth from eight to ten chains.

The entire northing is nine and one-quarter miles, and eastings two and one-eighth miles.

The Waterhen Lake is naturally shoal, its bed being simply a small valley very nearly on the level of the bed of the North Branch, the bottom is covered over with large boulders scattered about in every direction. The bed is a stiff clay. The dotted red line shows the shortest and most uniformly deep channel to be obtained. The depth in clay in 1872, was three feet. Hudson Bay men state that in 1871 there was only two feet, and that it has been as low as one foot six inches. This latter, I am of opinion, is an extreme one, and could only have occurred much nearer the shore than my line. In general, I think that three feet and often four feet (when a north wind blows over Lake Winnipegosis) and seldom less than two feet six inches and never less than two feet may be obtained by this passage; under any condition, the passage by this route is unsafe.

Further out in the lake than my line, water ten feet deep may be occasionally found, but there is no continued channel, shoals surmounted with large boulders occurring in every direction.

From the lake to the Forks (see Plan 2) the depth of this branch fluctuates very much. It starts with a depth of seventeen feet, but this soon shoals down to five feet at two and one-quarter miles down. It increases again to nine feet and then shoals to four feet at four and one-eighth miles down. From this point it continues varying from twelve to four feet. In one particular place, about twelve miles down, the depth was only three feet. This sounding occurred between soundings of six feet, and probably was occasioned by my going out of the channel.

The rapids, which take place at seven and three-quarter, have a depth of seven feet over their crests and, except in the velocity of current, offer no obstruction to navigation. The bed of the river is, for the most part, strong, and in general free from boulders. In some places, however, these occur and greatly impede navigation. Below the Forks the bottom is of a soft muddy nature.

The banks are, in general, low, varying from two to four feet high, and timbered on both sides with small poplar, spruce and tamarac. This timber is not good for much. Some twelve inch tamaracs may be obtained. Below the Forks there is no timber; the banks are low and marshy. The general rate of current is from three to four miles per hour. At the rapids mentioned previously it is as strong as six miles per hour.

The general breadth is from eight to ten chains. At the head it is nearly forty

chains. At the Forks the river divides into two branches, the one at the left (down stream) being the one generally used by Hudson Bay men. The one on the right, an unexplored channel, is much the better of the two, being straighter and deeper than the boat channel; its general depth is four feet, bottom muddy. The river here diverges into three channels, each communicating with Lake Manitoba. The centre one of the three is the best. Nowhere does the depth go below four feet while it often is as high as nine feet.

The coast line of Lake Manitoba, at the Delta of the Waterhen River, is very nearly a uniform curve of four miles radius. The land is low and flat all around. Navigation to the mouth of the Waterhen is uninterrupted. By keeping to the north of the "Two Islands," near the mouth, a depth of six feet and over may be obtained.

PROPOSED IMPROVEMENTS.

To insure a constant depth of three feet (see instructions) throughout the Waterhen River, it will be necessary to excavate to a depth of five feet below present level. A base of one hundred feet will be necessary for safe navigation.

ESTIMATE.

	Quantity.	Rate.	Amount.
	Cubic yds.	cts.	\$ cts.
Dredging in Waterhen Lake .....	51,000	50	25,500 00
Pier in Waterhen Lake, 200 ft. x 20 ft. x 10 f.....	40,000	10	4,000 00
Dredging South Branch .....	4,500	50	2,250 00
*Dam at the "Little Forks," 330 ft. x 20 ft. (at the top end 30 ft. a the bottom) x 10 ft.....	82,500	10	8,250 00
Contingencies 10 per cent .....			40,000 00
			4,000 00
Total .....			\$44,000 00

\*This dam is intended to shut up one channel, and thereby throw all the water of the river into the other.

(Signed) HENRY B. SMITH,  
*Engineer in Charge.*

REPORT ON THE PROPOSED SITE OF HARBORS FOR LAKE MANITOBA.

(To accompany Plan No. 5.)

March 20, 1874.

The coast line of Lake Manitoba, north of township thirteen, range six, west, is almost a regular segment of a circle. A ragged broken sand bank varying in height from four to ten feet, with a narrow strip of low shelving sandy beach on the north side, and from one to three chains of loam (three to six feet) covered soil on the south, serves to keep back the waters of the lake. This bank is, however, broken in several places by horse-shoe bends (with their entrances towards the lake, which, as they are only four feet above the lake's level, must often admit the waters of the lake into the marsh beyond.

The sand bank ranges from forty to ninety feet in breadth, and in some places it splits into two, standing side by side. The nature of the bank is, in general, clear sharp sand, unmixed, as far as I could see, with foreign substances, such as boulders,



&c. Indeed, throughout its entire length I did not observe one single stone larger than a pigeon's egg. The beach is made up of three feet of fine white sand, and beneath, a layer of gravel.

#### LAKE MANITOBA.

Lake Manitoba presents, at this point, to the eye an unbroken reach of water—no islands, no rocks. The beach runs out into the lake with a long gentle slope, so gentle, that at a distance of ten chains a line might be drawn parallel to the curve of the shore, and show only a depth of three feet at twenty chains; the average depth would not exceed four feet six inches. While at thirty chains seven feet and upwards might be obtained; at thirty chains the bottom is of clean sharp sand.

Open channel at north-east end. At five miles from camp station (see Plan No. 5) occurs a fine open channel fourteen chains broad, connecting the lake and the marsh. At twenty-four chains out in Lake Manitoba a depth of ten feet on a bottom of firm compact sand may be obtained. At the mouth of the channel the depth is five feet, and throughout its entire length of twenty chains the soundings fluctuate between one foot three inches and three feet. The banks are soft and muddy; their general nature seems to be twelve inches white sand and clay, nine inches decayed roots and leaves, three feet six inches clay mixed with sand, clay and sand and water.

First open sheet of water passing out of this channel, we strike on a large sheet of open water 130 chains by 120 chains, of a circular form. Just at the end of the channel there are several shoals, and an extremely shallow depth of water; the general depth of this lakelet may be safely taken at six feet. The boundary is entirely made up of reeds, standing six feet high, and preventing a landing at any point, except at its southern end, here there is good firm soil.

The channel running into the marsh from its north-westerly extremity is a fine open one, but only three feet deep and seventy feet broad at the south-west corner of the first lakelet; there is a channel connecting with the second lakelet to the south-west.

The general depth may be taken at eight feet, though ten feet and over is no uncommon sounding. Banks are firm but covered with reeds. The bottom is a firm mud.

#### SECOND BASIN OR LAKELET.

This lakelet is roughly 60 chains by 100 chains, and its average depth six feet, on a soft muddy bottom. The boundary, like the former, is made up of reeds six feet high. Traces of firm land may be found near its southern boundary.

#### THIRD LAKELET.

No connected channel with the second or third lakelets could be found. A passage through the reedy islands had to be made. Amongst these islands, the depth varied from three to five feet. The passage is difficult and very uncertain. The third lakelet is in the form of a T. The greatest dimensions of the lower part are 100 chains by 70 chains, and the mean depth six feet; at the contraction of the lakelet one sounding reached four feet. The remaining part of the lakelet is six feet deep uninterrupted by shoals. The boundary is made up of tall reeds. The bottom is of soft mud.

#### FOURTH LAKELET.

An entrance into the fourth lakelet may be made by a passage through the Reedy Islands at the north-west extremity of the former. The depth to be obtained is from three to four feet six inches.

The fourth lakelet is oblong shaped 110 chains by 45 chains to 70 chains. Its average depth lengthwise and crosswise is six feet six inches on a soft muddy bottom. Its boundary is irregular; many openings into the marsh may be made on all sides. Near its north-easterly extremity, a winding channel, one mile long, 70 to

100 feet broad and three feet deep, leads one into open water, and thence to the sand bank at Poplar Trees or Camp Station. The latter part of the passage is only two feet six inches.

## FIFTH LAKELET.

There are several entrances into this lakelet from the former. The elbow shaped one, four feet six inches deep, and twenty chains long is the best. The lakelet is T shaped; is ninety chains long and eighty chains broad at the east end; and the west sixty chains. The general depth is seven feet.

## SIXTH LAKELET.

The entrance into this lakelet is open, and from five to six feet deep. The lakelet (which is known as Portage Creek Lakelet) is ninety chains broad by 120 chains long. A clear depth of seven feet may be easily obtained. Its boundary, like the former ones, is reedy, and its bottom soft mud.

## SOUTH-WESTERLY CHANNEL.

At 100 chains west of Camp Station occurs the second channel between Lake Manitoba and the marsh. At the point where it passes over the beach it is a mere rill a few inches deep, but at ten chains from the lake it becomes a fine open channel, seventy feet broad, and from three to six feet deep. Where it debouches into the marsh it is only two feet six inches deep. A passage from this point to one of the open lakelets is easy.

## GENERAL REMARKS ON THE MARSH.

In all open sheets of water a depth of from six to seven feet may be obtained, and in their connecting channels from three to five feet. The bottom, in all cases, soft mud. The boundaries are obtained by anchoring the boat in the middle of each lakelet and drawing a rude approximation to their contour by joining the various reedy islets. The most eastern lakelet is the only one from which a landing can be made on the south of the marsh. A distance of a few chains through the marsh will bring one to open meadow land, and then to fine rolling prairie. A landing on the sand bank is a very serious undertaking. Parties have been known to be two entire days searching out a passage among the reeds.

## PORTAGE CREEK.

At its mouth, Portage Creek is concealed from view by Reedy Islands, the greatest depth of water being five feet six inches. The depth continues at from five to six feet up to the middle of section 29, where it becomes three feet six inches. From this it gradually lowers down to two feet six inches, opposite Green's house, and then it gradually lessens till we reach the "head of water," some seven and three-quarter miles from open water in marsh.

The general nature of the bottom is a very soft mud, two feet deep; beneath this sand and clay adhering very closely together. Beneath this again, according to the accounts of those who have dug wells in the vicinity, lies a very thick layer of sand. The general breadth of the creek, from the mouth to Green's house, varies from five to eight chains; from Green's house it gradually tapers away into a mere nothing.

The banks up to Green's house are low and flat, scarcely two feet above the creek's level, and covered with reeds. From Green's house to head of water they range from three to six feet. There is no current in this creek, except what is caused by the wind forcing in or driving out water.

Very few trees grow on its banks; such as there are all, grow on the banks at the southern end, and consist for the most part of dwarf oak, a few inches in diameter.

SECTION ACROSS PRAIRIE.

Very little need be said on the stretch of prairie which lies between the south end of Portage Creek and the Assiniboine River. Starting from a point 3·11½ chains east of post at south-east corner of section 5, and proceeding in a direction south 30° east, nothing interrupts the uniformity of the undulating prairie till we strike High Bluff Lake, at a distance of 6½ miles from starting point. This lake is a small oblong sheet of water, 35 x 3·24 chains. It is very deep, exceeding ten ft. in the middle, and four ft. at either side close to the bank. Between this lake and the river there is a fine belt of timber, consisting of oaks, poplars and elms, from six to eighteen inches diameter. The total difference of level between Portage Creek (that is lake Manitoba) and the Assiniboine River, on the 8th October, 1872, was 14·81 feet, the river being the higher. The bank of the river 11·57 feet above the river's level; the south bank is much lower, and evidently stretches away into very rough country.

The cross section of the river shows a depth of six feet out at one chain. The soil on the prairie seems to be, from best accounts, two feet loam, three feet stiff clay, and then sand indefinitely.

Proposed improvements in order to effect an entrance into Portage Creek, and thence southward to the Assiniboine River, the following is in my opinion, the best scheme; 1st. To cut through the sand bank at Camp; 2nd. To cut through the marsh into one of the open sheets of water; 3rd. To dredge out the bottom of this sheet of water; 4th. To dredge Portage Creek up to the head of water; 5th. To cut across the prairie to the Assiniboine.

The following is the approximate estimate, the base of cut in the Lake Marsh and Portage Creek being 100 feet, and the base of the canal 50 feet, with side slopes of 1½ to 1, and the depth of water to be secured five feet six inches. Locks of the same dimensions as in the other schemes.

ESTIMATE.

	Quantity.	Rate.	Amount.
	Cubic yds.	cts.	\$ cts.
Dredging in Lake Manitoba.....	14,000	50	7,000 00
Cut through sand bank.....	15,970	50	7,985 00
Cut through marsh to open water .....	114,840	25	28,935 00
Pier in Lake Manitoba, 200 ft. x 20 ft. x 10 ft.....	40,600	10	4,000 00
Dredging Portage Creek.....	748,088	40	298,435 00
Excavation across prairie.....	1,035,400	50	517,700 00
Lockage of 15 ft., including wier, &c., at \$2,500 per ft. of lift.....			37,500 00
Pier in Assiniboine River, 150 ft. x 20 ft. x 8 ft.....	24,000	10	2,400 00
			903,955 00
Contingencies 10 per cent.....			90,995 00
Total .....			\$994,350 00

REPORT ON THE TRACK SURVEY OF THE LITTLE SASKATCHEWAN AND PARTRIDGE CROP  
HENRY B. SMITH, ENGINEER IN CHARGE.

(To accompany Plan No. 4.)

OTTAWA, 20th March, 1874.

Between the great lakes, Winnipeg and Manitoba, there is only one known waterway connection, namely, the outlet which the surplus waters of the former lake find through the channel of the Partridge Crops, or Fairford River, into St. Martin's Lake, and thence westward by the Little Saskatchewan or Dauphin River into Lake Winnipeg, a total distance of some 68 miles.

For purposes of description, the Little Saskatchewan may be divided into the following parts, beginning at Lake Winnipeg:—

Division	1,	course south by west,	2 miles.
"	2,	" west by south,	2 "
"	3,	" north-west,	$3\frac{1}{4}$ miles.
"	4,	" west by south,	1 mile.
"	5,	" north-west,	$1\frac{1}{4}$ mile.
"	6,	" south-west,	$2\frac{1}{4}$ "
"	7,	" north-west,	$3\frac{1}{4}$ "
"	8,	Turn.	
"	9,	course south-east,	$7\frac{3}{4}$ miles.
"	10,	" south by west,	$1\frac{1}{2}$ miles.
"	11,	" south,	$1\frac{3}{4}$ miles.
"	12,	" west,	1 mile.
"	13,	" south,	$3\frac{3}{4}$ miles.

No. 1. The south by west course of two miles has no obstruction. The bay of Lake Winnipeg is deep and well sheltered. The depth of the river up to the first rapid, at two miles from the lake, ranges from 12 to 5 feet. The bottom is of small limestone and conglomerates of all kinds, washed in by former storms.

The breadth varies from 5 to 6 chains. The banks are steep and precipitous ranging from 6 to 16 feet in height. Both are densely timbered with poplars and tamaracs, from 12 to 6 inches diameter.

No. 2. The west by south course is very much different from the former. Its whole length is a series of rapids, over the crests of which it is not possible to obtain more than two feet of water, and this is amongst boulders and rugged rocks, ranging from 6 by 6 by 4 to 2 by 2 by 2, which render a passage extremely dangerous.

Bottom is composed of limestone rock, which continues up stream for  $1\frac{1}{4}$  mile. At this point the bed becomes gravelly, but it is extremely possible the limestone rock continues under the gravel a much greater distance, though this could not be ascertained. The current in front of the rapids is three miles per hour; on the crests it is more like a mill race than anything else.

From marks on the exposed limestone rock I found that the water of 1872 was 9 inches higher than that of 1871. The lowest level was 1 foot less than that of 1872, while the highest was 2 feet 6 inches above.

The breadth is  $4\frac{1}{2}$  chains. The banks are 20 feet high and of a reddish clayey nature. They are fringed on both sides with small sized poplars and tamarac.

No. 3. This Division for a distance of 205 chains is essentially the same as the last—one continued series of rapids with a depth of water varying from 2 to 7 feet. Boulders are scattered about in every direction, putting a complete barrier in the way of navigation. The current varies from three miles to six miles per hour. However, at 205 chains a change for the better takes place. The depth here becomes 7 feet, which continues to the end of the Division.

The current, too, is much milder, two miles per hour, and the bed is made up of small stones and gravel. The banks are 4 feet high. From Indian accounts, good junipers, from 8 to 15 inches in diameter, can be found; here, none such could be seen.

No. 4. This Division is free from obstructions of any kind, having a depth of from 5 to 12 feet and a current of  $1\frac{3}{4}$  miles per hour.

No. 5. This Division is free from any material obstructions. There is one rapid with a depth of 3 feet 6 inches over the crest. There are some boulders of traps, gneiss and granite scattered about. Towards the end of the division the depth increases to 12 feet.

The banks are 4 feet high, wooded on the right with aspens and on the left with tamaracs. The current is  $2\frac{1}{2}$  miles per hour, flowing over a gravelly bed.

No. 6. For some distance the depth in this Division is 5 feet, but several rapids soon occur which have only a narrow passage over them and a depth of scarcely 3 feet. Navigation is extremely difficult. The banks are wet and marshy and timbered at some distance from the shore with tamarac and poplar. One rapid has only a depth of 2 feet. This is the last rapid in the Division. Beyond it the water deepens to 7 feet, and weeds begin to appear on the surface.

No. 7. This Division begins at  $11\frac{3}{4}$  miles from Lake Winnipeg. For two miles this Division presents a very fair appearance. By keeping to the main channel not being worse than a current of four miles per hour will be encountered. The Hudson Bay Company's channel in the north of the islands is very shallow and filled with boulders; soon, however, several dangerous rapids with very shoal water occur. The right bank becomes 8 feet high, and the left remains 2 feet. The breadth in many places does not exceed 200 feet, and in consequence the current is very strong.

No. 8. Up to this point, the general course of the river has been due west; but here it takes a definite change, the *upstream* direction of the current being in general southerly. From this fact this part of the river is called the Turn by Hudson Bay voyageurs. One sounding here gives a depth of 3 feet and the rest are from 5 to 10 feet on a fine gravelly bottom. The current is swift. The banks are timbered and the average breadth is 2-80 chains. At the beginning of the Turn the river branches and forms a low stoney island, 15 chains broad. The branch channel is 4 feet all through and is uninterrupted by rapids. This branch might find a good place to winter in as no traces of any great "shove" could be found.

No. 9. This Division begins at  $15\frac{1}{2}$  miles from Lake Winnipeg. Both banks are low, the right reedy and the left hard good ground. For some distance the depth varies from 9 to  $4\frac{1}{2}$  feet on a stony bottom with many large boulders. Further on the soundings vary from 12 to 3 feet. At this latter sounding there is a current of 4 miles per hour. Many large boulders lie scattered about in every direction, rendering a passage extremely hazardous. Further on the river presents a very bad appearance, there are several very dangerous rapids with only 2 feet of water over their crests, while boulders and shoals lie in every direction. In many places the current becomes as high as 5 miles per hour; towards the end of the division the depth becomes 12 feet, the banks low and marshy and the current 3 miles per hour.

No. 10. This Division begins at  $23\frac{1}{4}$  miles from the Lake Winnipeg. There is only one rapid, and this is easily surmounted. A general depth of from 3 to 8 feet may be obtained.

No. 11. This Division begins at  $25\frac{1}{4}$  miles from Lake Winnipeg. The river here branches into two channels; the Hudson Bay one on the right is only 4 feet deep, while the main river is 8 feet deep all through. At twenty-six and one-quarter miles from the lake it shoals down to two feet six inches.

No. 12. is shoal all through, its general depth being scarcely over four feet. Both banks are low and gravelly. The current is three miles per hour.

No. 13. has no rapids, a strong current, low banks, and a depth of six feet till we arrive at the head of the river. Here there is a bar of mud and sand with only four feet of water at its head; the river is filled with small reedy islands. Both banks are low, the left with a gravelly fringe and the right covered with reeds.

#### GENERAL REMARKS.

The average breadth of the river is 260 feet. The highest current over any boulder bar was 7 miles per hour, while the lowest in any part of the river was one

mile per hour. The banks in the Northern Branch are low and marshy, while in the Eastern Branch, they range from 6 to 20 feet high. There are thirty noticeable rapids in the whole length of  $30\frac{1}{4}$  miles. The general nature of the bed of the stream is a large sized gravel covered with boulders of gneiss, trap and granite, varying in size from one to five feet square, though one or two exceed this latter dimension.

It is extremely improbable the bed is ever in a state of regime, all observation tended to show that the constituents of the bottom were always changing position.

#### ST. MARTIN'S LAKE.

Passing out of the Little Saskatchewan we enter into "Shoal Bay," an oblong sheet of water lying with its greatest length S.E. of the river. In this bay there is no regular channel, although the general depth seems to be from 4 to 6 feet; at  $4\frac{1}{2}$  miles from the river it shoals down to 2 feet 6 inches.

The bottom is of fine clay, covered over in every direction with large boulders. The dotted red line on plan 4 shows the deepest channel. This channel is, however, very dangerous. The boundary of the bay is a marshy swamp, wooded with small balsam, spruce, poplar and willows on the west and tamaracs and spruce on the east.

Passing from Shoal Bay we come to the "Narrows," at a distance of eight miles from the river. The Narrows resemble a river in appearance, being in some places only ten chains broad; the greatest available depth in their present state is four feet, till we arrive at the opening into St. Martin's Lake proper.

Here there is a bar of mud with only two feet six inches of water. The banks are marshy and covered with reeds. There are no boulders.

The open part of St. Martin's Lake has a deep water channel of eight feet all through it. The course we pursued, the ordinary in-shore route, has a depth of from five to eight feet. The bottom is muddy and covered with aquatic vegetation. The boundary is low and flat, timbered with small spruce and poplar.

#### PARTRIDGE CROP RIVER.

Twenty miles south and eighteen and three-quarters miles west of the head of the Little Saskatchewan River lies the mouth of the Partridge Crop or Fairford River. At the mouth, the river forks into two branches, of which the right hand one is the better and deeper. The breadth is five chains, and for half a mile up the greatest depth is four feet six inches on a bottom of hard gravel; up to this there has been no trees on the banks; the current has been one mile per hour, but now the current becomes very rapid and large boulders appear on the bed, and the right bank is fringed with poplars.

The depth fluctuates now between 3 and 5 feet till we arrive at the Turn, a distance of  $3\frac{1}{2}$  miles from the Lake, here the river widens out considerably and forms a small lake 18 by 22 chains, surrounded by a swampy marsh; the depth is 3 ft. on a gravelly bottom covered with large boulders.

Leaving this small lake, we enter the Narrows, where the depth is from 6 to 7 feet, on a soft muddy bottom. At the termination of the Narrows, there is a dangerous boulder bar, with only 3 feet of water. For three miles beyond this bar the depth is good—being from 6 to 12 feet. The banks are low and marshy and the current is mild. At  $6\frac{1}{2}$  miles from the lake the depth is 3 feet 8 inches, and at  $7\frac{1}{2}$  miles there is a dangerous rapid, with only 3 feet of water amongst the boulders. Both banks are fine and lined with trees at a short distance from the river.

In the neighborhood of Fairfield House the depth is 6 feet, and from this to a distance of  $8\frac{1}{2}$  miles is uninterrupted by rapids or bars, though in many places the depth does not exceed 4 feet, on a hard gravelly bottom; the banks are 6 feet high and timbered with poplar, juniper, and small oak.

At 40 chains from the head of the river, there are three dangerous rapids, with scarcely 2 feet 6 inches of water. The bottom is of compact limestone rock. The

current is very rapid. At the head, the breadth is  $7\frac{1}{2}$  chains, and the depth 5 feet 10 inches. Both banks are high, and wooded out into Lake Manitoba a distance of nearly one mile. The general depth does not exceed 3 feet. The bottom is gravelly, and covered with large boulders. There are several stony islands and gravelly shoals, and on the whole there is nothing like a safe channel.

GENERAL REMARKS.

It must be borne in mind that all depths given in this report are those found in August, 1872. The river then, according to best accounts, was 1 foot 6 inches higher than in the fall of the previous year. This, however, does not agree with the rise of the Little Saskatchewan, which, as stated formerly, was  $9\frac{1}{2}$  inches. If we take the rise of the Partridge Crop at the same, I do not think it will be far from the truth. The spring levels are said to be very high. In many places my guide pointed out to me points which he had observed under water in the spring freshets. These were fully 4 feet above the then level. The total length of the Partridge Crop is 9 statute miles. The actual distance in a straight line between Lake Manitoba and St. Martin's Lake is 4 miles.

PROPOSED IMPROVEMENTS.

If it is intended to dredge out a channel through these rivers and lakes, it will be necessary to dredge to a depth of 6 feet below present level (south-east level of 1872) to ensure a constant depth of 5 feet. (See instructions.) On an average, it will be necessary to take out a depth of 2 feet of the bottom throughout the whole length, that is to say, to take out 2,000,000 cubic yards, which, at 75c. per cubic yard, would cost \$1,500,000. To improve the river by dams, locks and dredging, which will eventually prove the more successful and cheaper, it will be necessary to dredge out of the Partridge Crop and Lake Manitoba 60,400 cubic yards, and in the same river to build one lock and dam of triangular section hypothemuse 26 ft. height 7 feet, and length 400 feet. In St. Martin's Lake, 176,000 cubic yards will have to be taken, and in the Little Saskatchewan 51,500 cubic yards. In this river, also, five dams, five locks, and five sluices will be required.

The following is an approximate estimate of the cost:—

ESTIMATE.

	Quantity.	Rate.	Amount.
	Cubic yds.	cts.	\$ cts.
Excavation in Partridge Crop River and Lake Manitoba.....	60,400	75	45,300 00
One dam in same river.....	76,400	10	7,640 00
Lockage of 4 ft. in same river, at \$2,500 per foot.....			10,000 00
Cutting in St. Martin's Lake.....	176,000	50	88,000 00
do Little Saskatchewan River.....	51,500	75	38,625 00
Five dams in same river.....	382,000	10	38,200 00
Lockage of 20 ft, at 2,500 per foot of lift.....			50,000 00
\$2,500 per foot of lift.....			277,765 00
Contingencies, 10 per cent.....			27,776 00
<b>Total.....</b>			<b>\$305,541 00</b>

## REPORT ON THE SURVEY OF THE MEADOW PORTAGE.

(To accompany Plan No. 1.)

March 20th, 1874.

The Meadow or Plain Portage (or, as it is called by the Indians, Mis-quat-ewin-ikum) is, as its name denotes, a low-lying marshy tract, which divides the waters of Lakes Manitoba and Winnipegosis. Its total length, as the crow flies, is 1 mile, 57 chains and 20 links. The traverse lines on Plan No. 1 show a total distance of 146 chains, 30 links. For the purposes of description, this may be divided into three portions, and, including the bays formed by the two lakes at each extremity, thus make five divisions, as follows:—

Division No. 1.....	Lake Manitoba.
“ “ 2.....	Station A to Station B.
“ “ 3.....	“ B “ C.
“ “ 4.....	“ C “ D.
“ “ 5.....	Lake Winnipegosis.

No. 1. Lake Manitoba here forms itself into a beautiful bay, with a fine pebbly beach, surrounded by a natural wall of small limestones, about three feet high. This wall serves the purpose of resisting the inroads which the lake might make on the land beyond. The beach is a narrow strip of gravel and small limestones, about 60 feet in extreme breadth. The bay of the lake is open, no such thing as an island being near. At ten chains out, six feet of water may be obtained. The general nature of the bottom and its underlayers may be conjectured from the pit made at the lake edge, which showed one foot of brown mud, mixed with small but compact limestones of a fawn colour, whitish yellow clay one foot six inches, and beneath this, hard gravelly soil. The prevailing wind seems to be from the north-east, and sometimes it blows very violently, too violently, indeed, to admit of vessels lying at anchor with any degree of safety. In some of the storms that blow over this lake the pressure of the long rolling waves cannot fall far short of nine feet of water, or 600 lbs. to the square foot.

No. 2. Station A to Station B.—Immediately behind the natural wall mentioned above, lies a marshy swamp eight inches in depth. At a distance of twelve chains from the lake, and at an elevation of 8.67 feet above it, timber begins, consisting, for the most part, of small poplars and red willows, varying from three to nine inches in diameter. The highest elevation in the whole portage, viz : 29.77 feet above Lake Manitoba, occurs at thirty-three chains from the lake ; a pit sunk here showed twelve inches black loam, three inches small limestones, twelve inches marl, and beneath this latter limestones. From this pit the ground slopes down till we arrive at Station B, which is 21.54 feet above the lake ; here there are a few small oaks of from nine to twelve inches in diameter.

No. 3. Station B to Station C.—The whole of this division, 80 chains and 6 links, is made up of a succession of prairie, swamp and timber land. The timber is good for nothing, consisting principally of very small poplars and red and grey willows. A pit sunk in this division at an elevation of 24.33 feet above Lake Manitoba, showed : 18 inches loam, 2 inches small limestones, 24 inches marl, and beneath limestones.

No. 4. Station C to Station D. The whole of this division is low and marshy. Station C is 22.17 feet, and Station D 19.31 above Lake Manitoba.

No. 5. Lake Winnipegosis, at Station D, forms itself into an angular bay, very shallow and full of stones. For fully 30 chains out the depth fluctuates between 3 feet and 6 feet. The bed is composed of layers of gravel, mud and stones. There is no protection against the sudden rise of the waters of the lake. The banks are, in general, low and marshy. There are no islands in the bay. Its altitude in July, 1872, was 18.73 feet above Lake Manitoba.

The level of Lake Manitoba fluctuates very much between Spring and Fall. According to the best accounts 3 feet is no uncommon difference. This, however,



seems a large allowance. The shores of Lake Manitoba are very flat, and if such great changes of level were to take place, a vast part of what is at present dry land would be flooded. Lake Winnipegosis fluctuates also in a like manner to Lake Manitoba.

It must be borne in mind that the winds have a great deal of influence over the levels of these great lakes. A difference of level of 1 to 2 feet is often occurring, owing to the direction in which the wind tends to blow the lakes volume. In the whole length of the portage I only met with two large stones. They lay far apart, and how they came to their present position is unaccountable, as they were evidently of the same nature as the boulders that line the eastern shore of Lake Manitoba. Good timber cannot be found in the immediate neighbourhood. On the Waterhen River there is some good tamarac. A large tract of land a little to the north, called the Two Islands, contains good pine. This is on the authority of my guide. He says logs from 20 feet by 8 inches can be obtained in great numbers.

DIMENSIONS, &C., OF PROPOSED CANAL.

To secure a constant depth of 6 feet 6 inches throughout (5 feet 6 inches on sills) the cutting must be carried down to 8 feet 6 inches below the present level of Lake Winnipegosis. For ordinary traffic on these lakes a canal of the following dimensions will be most appropriate:—Base, 50 feet; slopes,  $1\frac{1}{2}$  feet; depth below present level of Lake Winnipegosis, 8 feet 6 inches; wooden locks, 130 feet in length by 30 feet in breadth, with 5 feet 6 inches on mitre sills; excavations in lakes to be of 100 feet base; piers in lakes to be of wood, roughly hewn, 200 feet by 20 feet in breadth at top. An estimate for such a canal will be found on the following page.

ESTIMATE.

	Quantity.	Rate.	Amount.
	Cubic yds.	cts.	\$ cts.
Excavation for canal.....	328,000	75	246,000 00
do do.....	32,000	75	24,000 00
Dredging in Lake Winnipegosis.....	46,200	75	34,650 00
do do Manitoba.....	14,000	75	10,500 00
Pier in Lake Winnipegosis, 200 ft. x 20 ft. x 8 ft.....	32,000	10	3,200 00
do Manitoba, 200 ft. x 20 ft. x 8 ft.....	32,000	10	3,200 00
Lockage of 21 ft. (i.e. 19 ft. difference of level of lakes and 2 ft. of fluctuation) at \$2,500 per foot of lift.....			52,500 00
			374,050 00
Contingencies, 10 per cent.....			37,405 00
<b>Total</b> .....			<b>\$411,455 00</b>

(Signed) HENRY B. SMITH,  
Engineer in Charge.

## REPORT ON THE SURVEY OF THE CEDAR PORTAGE.

*(To accompany Plan No. 3.)*

20th March, 1874.

Between Lake Winnepagoosis and Cedar Lake on the Saskatchewan lies, in a due northerly direction, the narrow strip of land known to Hudson Bay voyageurs as the "Cedar Portage, Mossy Portage or Hard Ground Portage."

Lake Winnepagoosis lies at the south end of the portage. Its coast line is straight, no break of any considerable extent occurring for miles east or west. In consequence, in a gale of wind the waters of the lake beat with great violence on the shore, rendering an approach extremely dangerous. There are no islands within some miles of the shore.

The bottom is composed of small limestones measuring roughly 4 inches by 4 inches by 2 inches. The depth is considerable, 6 feet being attainable at 200 feet out. The beach is pebbly, small flat limestones being in preponderance.

Proceeding in a northerly direction, along Traverse Line (see Plan No. 3) the ground rises very rapidly, so rapidly that at a distance of 19.25 chains it reaches its greatest elevation, 93.14 feet above the lake on the left hand side of the line; 130 feet from the lake is the Hudson Bay storehouse.

At this point begins a tract of dense timber, consisting of spruce, poplar, tamarac and birch, from 9 inches to 18 inches in diameter. The soil on which these grow, is a reddish brown earth 12 inches deep, beneath which is a thick layer of small limestones, so firmly pressed together that they are as difficult to excavate as broken rock; and to all appearance the whole ridge that separates the two lakes is made up of the same material, with a thin overlying surface of mould or moss.

From Station B the ridge slopes gradually downwards, till at Station C it is nearly 35 feet below B. For half a mile the timber continues good, but after this the whole features change, and the line passes over a very wet muskeg, timbered very sparsely with small tamaracs and bastard willows, growing in a soil made up of 4 inches of yellow moss, 14 inches of black earth and moss, three inches of small limestones, 12 inches of marl, and beneath all small limestones; the muskeg is filled with small water holes and is very unstable and difficult to walk upon. West, as far as the eye can see the cross section is uniform, while on the east it gradually slopes up into a hard stony ridge.

Near Section D the timber shows traces of fire. Burnt stumps are scattered round on all sides.

At a distance of 3 miles, 29 chains, 71 links, the traverses strikes Hudson Bay Company's waggon road, when the timber consists of cedar, spruce and tamarac, but of very small size.

The worst part of the muskeg begins here, and continues till Cedar Lake is reached. The Hudson Bay Company have here built a corduroy road. The dearth of good timber may be seen on this road, as the usual size of the cross-trees does not exceed six inches diameter.

On July 19th, Cedar Lake was at an elevation of 1.53 above Lake Winnepagoosis. When this latter level was observed, however, Cedar Lake was very much blown up by a heavy gale of wind. Judging from the strength of the wind, and the remembrance of its level as seen on the 15th (calm day, when the lakes must have been very near their normal condition), I have no hesitation in saying both lakes are on the same level.

The lake forms itself into a fine open bay about 30 chains in extreme breadth. This bay is shallow. A depth of 6 feet can be obtained at 10 chains out. Its bottom is composed of strips of sand and mud, lying side by side, beneath which is a layer of mud and sand in mechanical combination. There are no islands in the Bay, though a few miles out one or two may be seen.

This ridge is an elevation of small limestones, raised slightly above the level of the surrounding muskeg, and affording hard solid footing almost throughout its entire length. The Hudson Bay Company's waggon road runs over it. It is admirably suited for a road of any kind.

PROPOSED CANAL.

Since the levels of Lake Winnipegosis and Cedar Lake are so nearly on a level, no locks will be required. An open cut through the portage will allow the waters of Cedar Lake (*i. e.*, the Saskatchewan River) to flow into Lake Winnipegosis, and fill it up to its own level, thereby deepening the latter lake a foot or so.

To secure a constant depth of 6 feet 6 inches throughout, the cutting must be carried down to 8 feet 6 inches below the present level of Cedar Lake.

The most suitable canal will be of the following dimensions: Base, 50 feet; slopes  $1\frac{1}{2}$  to 1 foot; depth below present level of Cedar Lake, 8 feet 6 inches; excavation in lakes to be of 100 feet base; piers in lakes to be of wood, 200x20 in breadth at top.

ESTIMATE.

	Quantity.	Rate.	Amount.
	Cubic yds.	\$ cts.	\$ cts.
Excavation for canal .....	7,470,000	1 00	7,470,000 00
Dredging in Lake Cedar .....	18,000	75	13,500 00
do Lake Winnipegosis.....	17,000	75	12,750 00
	Cubic feet		
Pier in Lake Cedar, 200 ft. x 20 ft. x 8 ft.....	32,000	10	3,200 00
do Winnipegosis, 200 ft. x 20 ft. x 8 ft.....	32,000	10	3,200 00
Isolated pier in Lake Cedar, 150 ft. x 20 ft. x 8 ft.....	24,000	10	2,400 00
do do Winnipegosis, 150 ft. x 20 ft. x 8 ft.....	24,000	10	2,400 00
			7,597,450 00
Contingencies at 10 per cent.....			750,745 00
Total .....			\$ 8,258,195 00

(111)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 :—For copies of all papers and correspondence relating to the dismissal of D. McDonald, Postmaster at Little Glace Bay, Cape Breton.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

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(112)

**RETURN**

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878 ;—For copies of petitions from the inhabitants of the parish of Perth, in the County of Victoria, N.B., praying for the establishment of new Way or Post Offices in that parish, and all correspondence between the Government and the Inspector of Post Offices for New Brunswick, and all other correspondence bearing upon the same subject.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878

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

(113)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For copies of all correspondence touching the resignation of J. Cadigan, as Post-master at Little Glace Bay, Cape Breton County.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 24th April, 1878.

(114)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For copies of all correspondence relating to the dismissal of James Corbett, Post-master at Lorway Mines, Cape Breton County.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 24th April, 1878.

(115)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For copies of all correspondence between the Post Office Department and all persons touching the Postmaster and Post Office affairs at Victoria Mines, Cape Breton County, for the past three years.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 24th April, 1878.

(116)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;---For a copy of the Report for the year 1877, of J. P. Gauvreau, Esq., in his capacity of Collector of Customs for the Port of Rimouski.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 10th April, 1878.

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

(117)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;---For all correspondence respecting the establishing of Bonded Warehouses at the Village of Carron Brook, and Town of Clinton, in the County of Huron.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 20th April, 1878.

(118)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 4th March, 1878 ;---For Return of the amount of all Tubing imported into Canada during the year immediately preceding the imposition of duty on Tubing by the Tariff of last Session. Said Return to give the name of the Importer, quantity imported, invoice price, and at what port entered.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 20th April, 1878.

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

(119)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878 ;---For a Return of all fees paid by the Government of Canada to, and the names of all Counsel, Solicitors or Attornies employed in connexion with the Royal Commission appointed to inquire into the affairs of the Northern Railway ; also the names of all Counsel, Solicitors or Attornies that have been employed by the Dominion Government or by any Department or Head of Department of said Government, and a statement of all fees paid to such persons by the Government or received by them for services in connexion with the business of the Government of Canada.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 7th May, 1878.

(120)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;---For copies of correspondence relating to the removal of the Postmaster at Cow Bay, Cape Breton, together with all correspondence between the Post Office Department and all other parties touching the cause of his removal.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 25th April, 1878.

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



(121)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 19th February, 1878 ;  
 For copy of all correspondence about the carrying of the Mails by water from Quebec to Murray Bay, in the County of Charlevoix, for the year 1877 ; copy of all tenders received for said service for same period ; copy of all arrangements for carrying the Mail during same period ; together with a total cost of said service for the season of 1877, and a separate statement for carrying of same Mails for same period during the season of 1876, including in both instances the cost of carrying the Mails to Tadousac, Chicoutimi, Eboulements and Bay of St. Paul.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
 OTTAWA, 26th April, 1878.

(121 A)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 20th February, 1878 ;  
 For copy of all tenders received in 1877, for the carrying by land of the Mails from Quebec to Eboulements or Murray Bay ; also a copy of all Orders in Council relating to the same, showing the reasons why one special tender has been accepted, and also a statement showing the name of the late contractor for the carrying of said mails, the amount paid him, and the amount now paid and to whom for the same service, together with a copy of the correspondence on the said subject.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
 OTTAWA, 26th April, 1878.

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

(122)

**RETURN**

To an ADDRESS of the SENATE, dated 11th April, 1878 ;---A detailed statement of the quantities of Plaster of Paris or Gypsum, ground or calcined, imported from the United States during the past fiscal year, shewing quantity received at each Port and valuation of same for duty. Also, quantity entered at each Port, of Gypsum and Plaister of Paris, not ground or calcined, and of Gypsum not calcined for Agricultural purposes.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th April, 1878.

(123)

**RETURN**

To an ORDER of the HOUSE OF COMMONS, dated 27th March, 1878 ;---For names of Railway Companies, who entered in bond, since 1st July, 1867, railway locomotives, engines, cars and other railway rolling stock, the date of such entry, &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 25th April, 1878.

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

(124)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;---For copies of all correspondence relating to the dismissal of R. McNeil, Esq., as Shipping Officer, at Little Glace Bay, Cape Breton County.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 30th April, 1878.

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

# RETURN

(125)

To an ADDRESS of the HOUSE OF COMMONS, dated 21st February, 1878 ;—  
 For copy of the Report, with accompanying Map, of the Engineer employed last year in determining the probable boundary line between British Columbia and Alaska ; also, Copy of his Instructions, with Copy of the Treaty or Convention between Great Britain and Russia, respecting the said Boundary ; and also, such other papers as relate to the defining of the Boundary Line between Alaska and British territory, and the navigation of the rivers passing from Columbia, through Alaska to the Sea.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

Ottawa, 23rd April, 1878.

To His Excellency the Hon. Joseph William Trutch, Lieut. Governor of the Province of British Columbia.

MAY IT PLEASE YOUR EXCELLENCY :—

We, Her Majesty's dutiful and loyal subjects, the Legislative Assembly of the Province of British Columbia, in Parliament assembled, beg leave to approach Your Excellency with our respectful request, that Your Excellency will be pleased—in so much as recent discoveries in the northern part of British Columbia, give good reason to believe that extensive mining operations will shortly be established in that region, and, inasmuch as the boundary line between the adjoining Territory of Alaska and the said Province of British Columbia has never been properly defined, and inasmuch as it will materially assist in maintaining peace, order, and good government within the said Province, to have the boundary line properly laid down—to take such steps as may call the attention of the Dominion Government to the necessity of some action being taken at an early date, to have the boundary line properly defined.

Attest.

(Signed) CHARLES GOOD,  
*Clerk, Legislative Assembly.*

12th March, 1872.  
 125—1

Copy of a Report of a Committee of the Hon. the Executive Council, approved by His Excellency the Lieutenant Governor on the 5th July, 1872.

The Committee have considered the report from the Provincial Secretary, dated 23th June, 1872, on the Resolution of the Legislative Assembly of this Province, dated 12th March, 1872, on the subject of defining the boundary between Alaska and British Columbia.

“ The Resolution is as follows:—

“ To His Excellency the Hon. Joseph William Trutch, Lieutenant Governor of the Province of British Columbia.

“ MAY IT PLEASE YOUR EXCELLENCY :

“ We, Her Majesty's dutiful and loyal subjects, the Legislative Assembly of the Province of British Columbia, in Parliament assembled, beg leave to approach Your Excellency with our respectful request, that Your Excellency will be pleased—insomuch as recent discoveries in the northern part of British Columbia give good reason to believe that extensive mining operations will shortly be established in that region, and, insomuch as the boundary line between the adjoining Territory of Alaska and the said Province of British Columbia has never been properly defined, and insomuch as it will materially assist in maintaining peace, order, and good government within the said Province to have the boundary line properly laid down—to take such steps as may call the attention of the Dominion Government to the necessity of some action being taken at an early date, to have the boundary line properly defined.

“ On the recommendation of the Provincial Secretary, the Committee advise that the Resolution before mentioned be forwarded to the Dominion Government with the request of this Government that such action may be taken as may be necessary to carry out the wishes of the Provincial Legislature.”

Certified,

(Signed) JAMES JUDSON YOUNG,  
Clerk, Executive Council.

Executive Council Chamber, 8th July 1872.

(No. 60.)

BRITISH COLUMBIA,  
GOVERNMENT HOUSE, 11th July, 1872.

SIR,—I have the honor to forward herewith, for the consideration of His Excellency the Governor General, a copy of an Address to me from the Legislative Assembly of this Province, praying that steps may be taken to have the boundary line between British Columbia and Alaska defined at an early date.

I have deferred the transmission of this address until I could obtain the opinion of my Government on the subject matter thereof, which is expressed in the minute of Executive Council, a copy of which is herewith enclosed.

The boundary line between the British Possessions in North America and the present United States Territory of Alaska—formerly Russian America—is laid down in the convention of 1825, Articles 3 and 4.

But the description therein given of this line of demarcation, is not so clearly defined as to render it readily traceable on the ground.

The initial point of this line on the mainland is debateable, and the line of demarcation thence following the summit of the coast range of mountains to the 141st meridian west, but limited, whenever such summit shall be found to be more than 10

marine leagues from the ocean, to a line drawn parallel to the coast, and at a distance of 10 marine leagues therefrom, following all the sinuosities thereof, cannot in practice be determined.

I, therefore, concur with my Ministers in thinking that it is desirable that some more clearly marked or definitely ascertained line should be substituted for that described in the convention above referred to.

But, although it certainly is advisable that attention should be called to this subject, in order that steps may be taken to prevent any occasion for dispute hereafter, I am not aware of any circumstances which appear to render the immediate adjustment of this matter urgent.

I have, &c.,

JOSEPH W. TRUTCH.

The Hon. J. Howe,  
Secretary of State for the Provinces.

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SECRETARY OF STATE FOR THE PROVINCES,  
27th July, 1872.

SIR,—I have the honor to acknowledge the receipt of your despatch, No. 69, of the 11th inst., covering a copy of an address to you from the Legislative Assembly of the Province of British Columbia, together with a copy of a report of your Executive Council thereon, praying that steps may be taken to have the boundary line between British Columbia and Alaska defined at an early date.

Your despatch and its enclosures will receive early consideration.

I have, &c.,

(Signed) GRANT POWELL.

The Hon. J. W. TRUTCH,  
Lieut. Governor, Victoria, B.C.

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DEPARTMENT OF THE SECRETARY OF STATE OF CANADA,  
OTTAWA, 16th September, 1872.

SIR,—The undersigned has the honor to submit, for the information of His Excellency the Governor General, a despatch dated the 11th July, from the Lieut. Governor of British Columbia, covering a copy of an address to him from his Legislative Assembly, requesting, that "inasmuch as recent discoveries in the northern part of British Columbia give good reason to believe that extensive mining operations will shortly be established in that region, and insomuch as the boundary line between the adjoining territories of Alaska and the said Province of British Columbia has never been properly defined, and insomuch as it will materially assist in maintaining peace, order and good government within the said Province, to have the boundary line properly laid down, to take such steps as may call the attention of the Dominion Government to the necessity of some action being taken at an early date, to have the boundary line properly defined."

Also, covering the copy of an Order in Council of his Government, dated the 5th July last, respecting a resolution in favor of action at an early date, to have the said boundary line properly defined, and advising that the said resolution be forwarded to the Dominion Government, with the request of the Provincial Government, that such action may be taken as may be necessary to carry out the wishes of the Provincial Legislature.

With reference thereto, the undersigned recognizing the importance of the measure in question, in which the Imperial Government is interested also in the same manner as in the settlement of the International Boundary on the 49th parallel of north latitude, recommends that Her Majesty's Government be communicated with, and respectfully requested to take the necessary steps to have the boundary under consideration determined and marked.

Respectfully submitted.

(Signed)

J. C. AIKINS,

*Secretary of State.*

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 20th September, 1872.*

The Committee have had under consideration a despatch, dated 11th July, from the Lieutenant Governor of British Columbia, covering the Copy of an Address to him from his Legislative Assembly, requesting that, "inasmuch as recent discoveries in the northern part of British Columbia give good reason to believe that extensive mining operations will shortly be established in that region, and inasmuch as the boundary line between the adjoining territories of Alaska and the said Province of British Columbia has never been properly defined; and inasmuch as it will materially assist in retaining peace, order and good government within the said Province, to have the boundary line properly laid down; he will be pleased to take such steps as may call the attention of the Dominion Government to the necessity of some action being taken at an early date, to have the boundary line properly defined."

Also covering the copy of an Order in Council of his Government, dated the 5th July last, in favor of action at an early date to have the said boundary line properly defined, and advising that the said resolution be forwarded to the Dominion Government with the request of the Provincial Government that such action may be taken as may be necessary to carry out the wishes of the Provincial Legislature.

The above despatch and enclosures having been referred to the Honorable the Secretary of State, he reports that, recognizing the importance of the measure in question, in which the Imperial Government is interested also in the same manner as in the settlement of the International Boundary on the 49th parallel of north latitude, he recommends that Her Majesty's Government be communicated with, and respectfully requested to take the necessary steps to have the boundary under consideration determined and marked.

The Committee concur in the above report, and submit the same for Your Excellency's approval.

Certified.

(Signed)

W. A. HIMSWORTH,

*Clerk, Privy Council.*

(No. 51.)

*The Earl of Dufferin to the Earl of Kimberley.*

TORONTO, September 25th, 1872.

MY LORD,—At the instance of my responsible advisers, I have the honor to enclose a Copy of a Report of a Committee of the Privy Council, which states that the Legislative Assembly of British Columbia have represented in an address to the Lieutenant Governor that, in view of extensive mining operations being established in the northern part of the Province, in consequence of recent discoveries, the boundary line between the territories of Alaska and British Columbia should be properly

defined; and advising that Her Majesty's Government be communicated with and requested to take the necessary steps to have the boundary determined and marked.

I have, &c.,  
(Signed) DUFFERIN.

The Right Honorable  
The EARL OF KIMBERLEY,  
&c., &c., &c.

DEPARTMENT OF SECRETARY OF STATE FOR THE PROVINCES,  
OTTAWA, Sept. 28th, 1872.

SIR,—With reference to your despatch (No. 69) of the 11th July last, and its enclosures, I have the honor to transmit to you herewith, for the information of your Government, a Copy of an Order of His Excellency the Governor General in Council on the Address of the Legislative Assembly of the Province of British Columbia, praying that the boundary line between that province and the Territory of Alaska may be properly defined.

I have, &c.,  
(Signed) E. A. MEREDITH.

The Hon. J. W. TRUTCH,  
Lieutenant Governor,  
Victoria, B.C.

(Canada—No. 150.)

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 19th Dec., 1872.

MY LORD,—In answer to your Lordship's despatch (No. 51) of the 25th Sept. I have the honor to transmit to you, for your information and for that of your Government, the enclosed copies of a correspondence with the Foreign Office respecting the proposed appointment of a Commission to define the boundary between the Territories of Alaska and British Columbia.

I have, &c.,  
(Signed) KIMBERLEY.

Governor General  
The Right Hon. the Earl of DUFFERIN,  
K.P., K.C.B.

*Mr Holland to the Under Secretary of State, Foreign Office.*

DOWNING STREET, 14th Oct., 1872.

SIR,—I am directed by the Earl of Kimberley to transmit to you, for the consideration of Earl Granville, a copy of a despatch from the Governor General of Canada enclosing a Report of a Committee of the Privy Council recommending, for the reasons stated, that steps should be taken for determining and marking out the boundary line between the Territories of Alaska and British Columbia.



Lord Kimberley concurs in the expediency of defining this boundary line, and he would suggest to Lord Granville that it should be ascertained whether the United States Government would be willing to agree in a Commission for that purpose.

With respect to the question by whom the expenses of such an enquiry should be borne, His Lordship is of opinion that the Colonial Government should be called upon to pay half the British expenses incurred in this service, as in the case of the settlement of the boundary of the 49th parallel; but it would, of course, be necessary to consult the Canadian Government and the Treasury before any decision is finally arrived at upon this point.

I am, &c.,

(Signed) H. T. HOLLAND.

The Under Secretary of State,  
Foreign Office.

*Mr. Hammond to the Under Secretary of State, Colonial Office.*

FOREIGN OFFICE, 9th December, 1872.

SIR,—With reference to your letter of the 14th of October, I am directed by Earl Granville to transmit to you, to be laid before the Earl of Kimberley, a copy of a despatch from Sir E. Thornton, reporting the result of the enquiry which he was instructed to make as to the willingness of the U. S. Government to agree to the appointment of a Commission to define the boundary between Alaska and British Columbia.

I am, &c.,

(Signed) E. HAMMOND.

The Under Secretary of State,  
Colonial Office.

(No. 573.)

*Sir E. Thornton to Earl Granville.*

WASHINGTON, 18th November, 1872.

MY LORD,—In compliance with the instructions contained in your Lordship's despatch, No. 379, of the 30th ulto., I enquired of Mr. Fish, on the 14th inst., whether the U. S. Government would be willing to agree to an appointment of a Commission for the purpose of defining the boundary line between Alaska and British Columbia, Mr. Fish replied that he was perfectly satisfied of the expediency of such a measure, but he feared that Congress might not be willing to grant the necessary funds. He said that when Congress voted a sum much smaller than was asked for the opening expenses of the North-West Boundary Commission, the Act of Congress contained a condition that, as a matter of economy, the engineers who might be necessary should be selected from amongst those in the active service of the U. S. army. The War Department had then found great difficulty in detaching a sufficient number of engineers even for that Commission, and it might be impossible to detach additional officers for another Commission of the same nature, although he feared that Congress would be alarmed at the expense of engaging Civil Engineers outside of the army and might insist upon the same conditions.

But when I saw Mr. Fish again on the 16th inst., he told me that he had talked over the matter with the President, who was so impressed with the advantage of having the boundary line laid down at once, that he had expressed himself as disposed to recommend to Congress in his next message at its opening, that he should be authorized to appoint a Commission and the necessary assistance for that purpose on the part of the United States.

I have, &c.,

(Signed) EDWARD THORNTON.

The Earl Granville, K. G.,  
&c., &c., &c.

*Mr. Hammond to the Under Secretary of State, Colonial Office.*

FOREIGN OFFICE, 12th December, 1872.

SIR,—With reference to my letter of the 9th instant, I am directed by Earl Granville to transmit to you, to be laid before the Earl of Kimberley, a copy of a further despatch from Sir E. Thornton, relative to the steps which will be taken by the U. S. Government in regard to the Alaska Boundary.

I am, &c.,

(Signed) E HAMMOND.

The Under Secretary of State,  
Colonial Office.

No. 581.

*Sir E. Thornton to Earl Granville.*

WASHINGTON, November 25th, 1872.

MY LORD,—With reference to my despatch, No. 573, of the 18th inst., I have the honor to inform your Lordship that on the 22nd instant, Mr. Fish stated to me that the President had determined to recommend, in his message to Congress on its opening, that he should be authorized to appoint a Commission on the part of the U. S. for the purpose of laying down the boundary between British Columbia and Alaska, in concert with a Commission appointed by Her Majesty's Government.

I have &c.

(Signed) EDWARD THORNTON.

The Right Honorable  
The Earl of GRANVILLE, K.G.,  
&c., &c., &c.

Canada—No. 19.

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 18th January, 1873.

MY LORD.—With reference to my despatch, No. 150, of 19th December, I transmit to your Lordship, for your information, a copy of a despatch received through the Foreign Office from Sir E. Thornton, forwarding copies of a Bill introduced into Congress for authorizing the survey of the Alaska Boundary.

I have, &c.,

(Signed) KIMBERLEY.

Governor General the Right Honorable  
The Earl of DUFFERIN, K.P., K.C.B.  
&c., &c., &c.

No. 628.

*Sir E. Thornton to Earl Granville.*

WASHINGTON, December 23rd, 1872.

MY LORD.—With reference to my despatch, No. 581, of the 25th ultimo, I have the honor to enclose three printed copies of a Bill which was reported to the House

of Representatives on the 17th instant, by General Banks, from the Committee on Foreign Relations, authorizing the survey and marking of the boundary between Alaska and British Columbia. The Bill was read a first and second time and referred to the Committee on appropriations. Your Lordship will perceive that the Bill proposes to authorize the President to appoint, by and with the advice and consent of the Senate, a Commissioner and a chief astronomer and surveyor, and to appoint independently an assistant astronomer and surveyor, a secretary to the Commissioner and a clerk to the chief astronomer and surveyor.

It asks an appropriation of \$115,300 for the expenses of one year, and it proposes to authorize the President to direct that assistance may be given to the Commission by the officers and vessels of the coast survey.

I have, &c.,

(Signed) E. THORNTON,

The Earl GRANVILLE, K.G.  
&c., &c., &c.

[Printer's No., 2575.]

42ND CONGRESS, }  
3rd Session. } H. R. 3254.

[Mis. Doc. No. 20.]

IN THE HOUSE OF REPRESENTATIVES.

December 17th, 1872.

Read twice, referred to the Committee on Appropriations, and ordered to be printed.

Mr. Banks, from the Committee on Foreign Affairs, reported the following Bill:

A BILL to provide for the determination of the boundary line between the British Possessions on the Pacific coast and the territory acquired by the United States from the Russian Government under the treaty of March thirtieth, eighteen hundred and sixty-seevn.

1. Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, that for the purpose of surveying and marking the line of boundary between the territory of the United States, acquired by cession from Russia, under the treaty of March thirtieth, eighteen hundred and sixty-seven, between the United States and Russia and the British Possessions in North America, the President of the United States be, and he is hereby, authorized by and with the advice and consent of the Senate, to appoint a commissioner and chief astronomer and surveyor to act with officers to be named by Her Britannic Majesty, and there shall also be appointed by the President such subordinate officers as are provided for by section two of this Act.

2. That there shall be an assistant astronomer and surveyor, a secretary to the commissioner, and a clerk to the chief astronomer and surveyor, to be appointed by the President.

3. That the compensation of the several officers provided for by this Act shall be as follows, namely: The commissioner at the rate of four thousand five hundred per annum; the chief astronomer and surveyor at the rate of four thousand dollars per annum; the assistant astronomer and surveyor at the rate of three thousand two hundred dollars per annum; the secretary to the commissioner at the rate of two thousand dollars per annum; and a clerk to the chief astronomer and surveyor at the rate of one thousand six hundred dollars per annum.

4. That for the purpose of this Act there be, and is hereby appropriated, out of any money in the treasury not otherwise appropriated, the following sums: For the salaries of the officers provided for by this Act for one year, fifteen thousand three hundred dollars; for provisions, transportation and contingencies, one hundred thousand dollars.

5. That for the purpose of aiding in the demarcation of the said line, the President be, and is hereby authorized, in his discretion, to direct the employment of such officers, assistants and vessels attached to the Coast Survey of the United States as he may deem necessary or useful; and the President may also, in his discretion, direct that engineers of the regular army of the United States shall be employed in the performance of any of the duties contemplated by this Act, and direct the necessary details for such purpose to be made by the Secretary of War.

No. 31.

*The Earl of Dufferin to the Earl of Kimberley.*

MONTREAL, January 30th, 1873.

MY LORD,—With reference to Your Lordship's despatch, No. 150, of the 19th December, 1872, I have the honor to enclose a copy of an approved Report of a Committee of the Privy Council, accepting the proposal of Her Majesty's Government that Canada should bear a share of the British expenditure to be incurred in determining and marking out the boundary line between Alaska and British Columbia, directing a sum to be placed on the Estimates so soon as the approximate cost can be ascertained, and requesting that Canada may be allowed to co-operate with the Imperial Government in organizing the staff required for this work.

I have, &c.,

(Signed,) DUFFERIN.

The Right Honorable  
The Earl of KIMBERLEY,  
&c., &c., &c.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 27th January, 1873.*

The Committee have had under consideration the despatch No. 150, dated 19th December, 1872, from the Right Honorable the Secretary of State for the Colonies, having reference to the proposed settlement of the boundary line between the territories of Alaska and British Columbia by the appointment of a Commission to define the same.

The Honorable the Secretary of State, to whom said despatch has been referred, states, in his report dated 16th January, 1873, that the proposal made by Her Majesty's Government, that Canada should bear one-half of the share of the British expenditure to be incurred in determining and marking out this boundary line, as in the case of the 49th parallel, appears reasonable and should be accepted. He further recommends that so soon as the approximate cost of the same can be ascertained from Her Majesty's Government, a sum be placed in the Estimates to cover that service, and that the Imperial Government be requested to allow Canada to co-operate with her in organizing the staff required, as suitable persons can readily be obtained here, who, from their acquirements and familiarity with the description of country about to be surveyed, are well qualified to assist in this work.

The Committee concur in the Report of the Secretary of State, and submit the same for Your Excellency's approval, and they respectfully request that Your

Excellency will be pleased to transmit a copy of this Minute to Her Majesty's Secretary of State for the Colonies.

Certified.

(Signed) W. A. HIMSWORTH.  
*Clerk, Privy Council.*

DEPARTMENT OF SECRETARY OF STATE,  
CANADA, January 16th, 1873.

The undersigned, to whom has been referred the despatch, No. 150, dated 19th December, 1872, from the Right Honorable the Secretary of State for the Colonies, having reference to the proposed settlement of the boundary line between the territories of Alaska and British Columbia, by the appointment of a Commission to define the same, has the honor to report, That the proposal made by Her Majesty's Government, that Canada should bear one-half of the share of the British expenditure to be incurred in determining and making out this boundary line, as in the case of the 49th parallel, appears reasonable and should be accepted; he further recommends that so soon as the approximate cost of the same can be ascertained from Her Majesty's Government, a sum be placed in the Estimates to cover that service, and that the Imperial Government be requested to allow Canada to co-operate with her in organizing the staff required, as suitable persons can readily be obtained here, who, from their acquirements and familiarity with the description of country about to be surveyed, are well qualified to assist in this work.

All of which is respectfully submitted.

(Signed,) J. C. AIKINS.

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, March 12th, 1873.

MY LORD.—With reference to your Lordship's despatch, No. 31 of the 30th of January, respecting the proposed marking out of the boundary line between Alaska and British Columbia, I have the honor to transmit to you, for your information, an extract from a despatch received through the Foreign Office from Her Majesty's Minister at Washington on this subject.

I have &c.,

(Signed) KIMBERLEY.

Governor General the Right Honorable,  
The Earl of DUFFERIN, K.P., K.C.B.

*Extract of a Despatch from Sir E. Thornton to Earl Granville, dated Washington February 15th, 1873. No. 72.*

"In my despatch No. 628 of the 23rd of December last, I had the honor to enclose copies of a Bill which was submitted to the House of Representatives to appoint a Commission for the purpose of marking the boundary between Alaska and British Columbia, from the Southern Point in the North Pacific to the Northern Point or the Arctic Ocean. On the 12th instant, Mr. Fish informed me, in the presence of Admiral Provost, that he had since received from the Engineer Department a detailed report of the estimated expense of the survey on the part of the

United States and of the time which it would occupy. That Department it seems, states that the cost would be about a million and a half of dollars, for the United States alone, and that the survey could not be completed in less than nine years in the field, and one more year in the office. But the Department had expressed an opinion that, under the present circumstances of the two countries, it would be quite sufficient to decide upon some particular points, and the principle of these they suggested should be the head of the Portland Canal the points where the boundary line crosses the Rivers Shoot, Stakeen, Taku, Iselcat and Chelkaht, Mount St. Elias, and the points where the 141st degree of west longitude crosses the Rivers Yuken and Porcupine. The determination of these points alone would, in the opinion of the Engineer Department, occupy three years in the field, besides one in the office, and would involve an outlay by the United States of about half a million of dollars.

"Mr. Fish added that he believed that it would be impossible for Congress during the present Session to take the Bill above mentioned into consideration, owing to the immense amount of more important business which was now before it. He even doubted whether Congress would ever be induced to vote so large a sum as was deemed necessary to lay down the boundary completely, and hardly the amount required to carry out the second suggestion of the Engineer Department, but in either case it could not be discussed during the present Session."

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 19th March, 1873.

MY LORD,—With reference to my despatch of the 12th March respecting the proposed marking out of the boundary line between Alaska and British Columbia, I have the honor to transmit to you a copy of a letter from the Foreign Office relating to this question.

You will observe that Earl Granville thinks that it may be desirable that an approximate estimate should be obtained for Her Majesty's Government of the probable cost and of the time required for carrying out the objects of the proposed Commission.

I request that you will procure such a report either from the Lieut. Governor of British Columbia, or from some other authority competent to form a judgment in this matter.

I have, &c.,

(Signed) KIMBERLEY.

Governor General, The Right Honorable  
The EARL OF DUFFERIN, K.P., K.C.B.,  
&c., &c., &c.

(Copy.)

*Lord Tenterden to the Under Secretary, Colonial Office.*

FOREIGN OFFICE, March 12th, 1873.

SIR,—I have laid before Earl Granville your letters of the 18th ult. and 1st inst. relative to the proposed survey of the Alaska Boundary.

Lord Kimberley will have seen, from Sir E. Thornton's despatch, of which a copy was enclosed in my letter of the 5th inst., that there is no chance of the Bill for the appointment of the Commission passing the United States Congress during the present Session, and that Mr. Fish expresses a doubt whether the necessary expenditure will ever be sanctioned.

Under these circumstances, Lord Granville considers that it would be premature to make any arrangements at present as to the persons to be employed on the Commission, and I am to suggest that the Canadian Government should be so informed, and that Mr. Sproat should be told, with reference to the offer of his services, that his application will be borne in mind.

Lord Granville has no means of judging of the accuracy of the American estimate of the expenses of the Commission, as reported in Sir E. Thornton's despatch above referred to, and he thinks that it might be desirable for Her Majesty's Government to obtain on their side an approximate estimate of the probable cost, and of the time required for carrying out the objects of the Commission; and I am to suggest that if Lord Kimberley concurs in this view, a report on the subject should be procured from the Governor of Vancouver's Island, or from any other quarter able to furnish the information.

I have, &c.,

(Signed)

TENTERDEN.

The Under Secretary of State,  
Colonial Office.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 25.)

PRINCE EDWARD ISLAND,  
July 22nd, 1873.

SIR,—I have the honor to transmit herewith a copy of a Report of a Committee of the Privy Council, covering copy of a correspondence with the Lieutenant Governor of British Columbia, respecting an alleged interruption to the free navigation of the Stikine River in Alaska as secured by the Washington Treaty of 1871.

These papers are forwarded to you at the instance of my Government, with the request that you will take such steps in the matter as you may deem expedient.

I have, &c.,

(Signed)

DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 24th June, 1873.*

On a despatch dated 23rd of May, 1873, from the Lieutenant Governor of British Columbia, enclosing copy of a letter addressed to his Government from Fort Wrangel at the mouth of the Stikine River, in Alaska, by a Mr. Wm. Moore, in reference to the navigation of that river, together with a Minute of his Executive Council requesting him to bring to the notice of Her Majesty's Government, through the proper channel, the restrictions to the free navigation of the said river, and also of the Yonkon River by British subjects, in accordance with the Treaty of 1871, between Great Britain and the United States, alleged to be still maintained by the United States Government in the instructions to the Deputy Collector of Customs at Fort Wrangel under which that officer is said to be still acting.

The Honorable the Minister of Customs to whom said despatch has been referred reports that he is of opinion that there is nothing in the power of his Department in the way of remedy, and suggests that a communication be addressed by Your

Excellency to Her Majesty's Minister at Washington to ascertain whether the allegations are well founded, or whether such an order as that quoted by Mr. Moore has been issued by the United States Government, and if so, to request its recall,—and the issue of such instructions to the Deputy Collector as may be consonant with the terms of the Treaty.

The Committee submit the report of the Minister of Customs for Your Excellency's approval.

Certified,

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council

[The despatch from the Lieutenant Governor of British Columbia of 23rd May, 1873, enclosing copy of letter from Mr. Moore and minute of Executive Council (referred to in Order in Council of 24th June, 1873) have been mislaid. The Lieutenant Governor of British Columbia has been asked for copies.]

(No. 39.)

*The Earl of Dufferin to Sir E. Thornton.*

QUEBEC, 25th September, 1873.

SIR,—With reference to my despatch of the 22nd July last (No. 25) enclosing copy of an Order of the Privy Council of the Dominion, respecting an alleged interruption to the free navigation of the Stikine River, I have the honor to transmit to you a further Minute of Council requesting that the United States Government may be urgently moved to issue the necessary instructions for the free navigation of the river by British subjects, under the provisions of the Treaty of Washington of 1871.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
SIR E. THORNTON, K.C.B.,  
&c., &c., &c.

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 19th September, 1873.*

The Committee have had under consideration a telegraphic despatch, dated 11th September, 1873, from the Lieutenant Governor of British Columbia, stating that recent discoveries of gold in the Stikine River, rendering it very important that the free navigation of that river by British subjects be at once obtained under the provisions of the Washington Treaty, his Government request that the United States Government be urgently moved to issue instructions giving effect to the Treaty in that respect as solicited in his despatch of the 23rd May last.

The Committee concur in the suggestion of the Lieutenant Governor, and recommend that Your Excellency should be pleased to communicate with Sir Edward Thornton on the subject, reference being had to the previous Order in Council on this subject of the 24th last.

Certified.

W. A. HIMSWORTH,  
Clerk, Privy Council.



(No. 34.)

*Sir E. Thornton the Earl of Dufferin.*

WASHINGTON, 1st October, 1873.

MY LORD,—With reference to Your Excellency's despatches, No. 25 of the 22nd July last, and to your despatch, No. 39, of the 25th ultimo, I have the honor to inform you that, on receipt of the former, I addressed a note to Mr. Bancroft Davis, Acting Secretary of State, copy of which is enclosed. Mr. Davis subsequently informed me, in reply to my enquires, that my note had been referred to the Secretary of the Treasury.

In consequence of a further enquiry which I made upon the subject, Mr. Davis sent me, on the 15th ultimo, copies of a letter to Mr. Fish from the Secretary of the Treasury, enclosing copy of a letter upon the subject to the Collector of Customs at Sitka, to which latter no answer has yet been received. Under these circumstances, I think that it would be inexpedient to make a further representation to Mr. Fish until a reasonable time for the arrival of an answer from Sitka shall have elapsed.

I have the honor also to enclose copies of these two documents for Your Excellency's information.

I have, &amp;c.,

(Signed) EDWARD THORNTON.

His Excellency

The EARL OF DUFFERIN, K.P., K.C.B.  
&c., &c., &c.

*Sir E. Thornton to the Hon. J. C. Bancroft Davis.*

WASHINGTON, 31st July, 1873.

SIR,—I have the honor to inform you that the Governor General of Canada has called my attention to a communication which he received from the Lieutenant Governor of British Columbia, relative to the navigation of the River Stikine. Its contents were founded upon a letter of the 6th May last from a William Moore, residing at Fort Wrangel, in Alaska, in which he states that the United States Deputy Collector had informed him that he had been instructed by his Government that no foreign bottom should be allowed to carry freight through American territory on the Stikine River. It is probable that these instructions, the date of which is not given, were anterior to the Treaty of 8th May, 1871.

It appears, however, that the 26th article of that treaty, which provides for the free navigation of the Rivers Yukon, Porcupine and Stikine, should have come into force on the exchange of the ratifications of the treaty.

I should, therefore, feel obliged to you if you would cause enquiries to be made as to the truth of Mr. Moore's statement, in order that, if it be found necessary, instructions, in accordance with the above mentioned Treaty stipulation may be forwarded to the United States authorities in Alaska.

I have, &amp;c.,

(Signed) E. THORNTON.

The Honorable J. C. BANCROFT DAVIS,  
&c., &c., &c.

*Mr. Wm. A. Richardson to the Hon. Hamilton Fish.*

TREASURY DEPARTMENT,  
WASHINGTON, D.C., 12th September, 1873.

SIR,—Referring to your letter of the 2nd ult., covering a copy of a note of the British Minister relative to the navigation of the River Stikine, I have the honor to enclose herewith, for your information, a copy of a letter of this Department of the 8th inst., directing the Collector of the Port of Sitka, Alaska, to ascertain, without delay, the truth of Mr. Moore's complaint, and to transmit a copy of the instructions received at his port in relation to the navigation of the Stikine, with a copy of the instructions given to the Deputy Collector at Fort Wrangel on the subject. The Collector was directed also to report the practice of the Deputy Collector, with the authority on which it is based.

On receipt of the report in question, I shall have pleasure in transmitting a copy.

I have, &c.,

(Signed) WM. A. RICHARDSON,  
*Secretary.*

Hon. HAMILTON FISH,  
&c., &c., &c.

*Mr. Wm. A. Richardson to the Collector of Customs, Sitka, Alaska.*

TREASURY DEPARTMENT,  
WASHINGTON, D.C., 8th September, 1873.

SIR,—I have to inform you that Mr. Wm. Moore, residing at Fort Wrangel, Alaska, has addressed a complaint to the British Minister here, in which he states that the United States Deputy Collector had informed him that he had been instructed by his Government that no foreign bottom should be allowed to carry freight through American territory on the Stikine River.

As the 26th article of the Treaty of Washington of May 8th, 1871, provides for the free navigation of the River Stikine, I have to request you to ascertain, without delay, the truth of Mr. Moore's statement, and to transmit a copy of the instruction received at your port in relation to the navigation of the Stikine, with a copy of the instruction given to the Deputy Collector at Fort Wrangel on the subject, and state the practice of the Deputy Collector, with the authority on which it is based.

Very respectfully,

(Signed) WM. A. RICHARDSON,  
*Secretary.*

Collector of Customs,  
Sitka, Alaska.

(No. 50.)

*The Earl of Dufferin to Sir E. Thornton.*

OTTAWA, November 25th, 1873.

SIR,—With reference to your despatch No. 34, October 1st, and to previous correspondence on the same subject, I have the honor to enclose, for your information, a copy of a letter from the Department of the Minister of Customs, forwarding an extract and copies of letters received from the Collector of Customs at the Port of Victoria, B. C., having reference to the navigation by British vessels of the Stikine

River, and to request that you will have the goodness to take such action in the matter as you may deem expedient.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*The Acting Minister of Customs to the Earl of Dufferin.*

(No. 1.)

CUSTOMS DEPARTMENT,  
OTTAWA, 21st November, 1873.

MY LORD,—I have the honor, in the absence of the Hon. the Minister of Customs, to enclose extract of a Report received from the Collector of Customs, at the Port of Victoria, British Columbia, having reference to the navigation, by British vessels, of the Stikine River, under the 26th article of the Treaty of Washington of the 8th May, 1871, with a view to their transmission to the British Ambassador at Washington, in order that the subject referred to in Mr. Collector Hamley's Report may be brought under the consideration of the United States Secretary of State. I further beg to subjoin for Your Excellency's information and that of Her Majesty's Ambassador at Washington, by way of confidential communication, copies in full of Mr. Hamley's letters of the 16th and 24th October, in which that public officer explains more fully to the Department the circumstances of this case, and the special interests affected by the restrictions still enforced by the American authorities in Alaska against the navigation, by British vessels, of the Stikine River (and it is presumed also in regard to the Rivers Yukon and Porcupine), notwithstanding the provisions of Article 26 of the Treaty of Washington, herein above referred to.

With respect to Mr. Collector Hamley's reference to the consular certificate required to accompany goods destined for British territory beyond Fort Wrangel, by way of the Stikine River, and the bonds exacted by the Custom House Officer at Wrangel, that such goods shall not be landed in American territory; and stating that furs brought down the river are treated in the same way—bonds and certificates being required with fees of office—these are matters of regulation which, though not unusual on the frontier of conterminous countries, might probably, in view of the primitive condition of the country in question, be relaxed and confined to the reporting and entry of the goods at the respective Custom Houses on either side of the national boundary.

I have, &c.,

(Signed) D. CHRISTIE.

*For the Hon. Minister of Customs.*

To His Excellency,  
The Right Honorable  
The Earl of DUFFERIN, Governor General,  
&c., &c., &c.

(No. 44.)

*Sir E. Thornton to the Earl of Dufferin.*

WASHINGTON, December 15th, 1873.

MY LORD.—With reference to Your Excellency's despatch, No. 50, of the 25th ultimo, I have the honor to enclose copies of a note and of its enclosure, which I have received from Mr. Fish in answer to one which I had addressed to him in consequence of Your Excellency's despatch above mentioned, relative to the navigation of the River Stikine.

As soon as I may be able to obtain a copy of the regulations to which the Secretary of the Treasury alludes in his letter to Mr. Fish, I shall not fail to forward it to Your Excellency.

I have &c, &c.

(Signed) EDWARD THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P., K.C.B.  
&c., &c., &c.

*Mr. Fish to Sir E. Thornton.*

DEPARTMENT OF STATE,  
WASHINGTON, 13th December, 1873.

SIR,—Referring to your note of the 1st instant, in relation to the alleged interference with the right of navigation of the Sukine River, secured by Article 26, of the Treaty of Washington, I have now the honor to enclose herewith, for your information, a copy of a letter of the 10th instant, upon the subject from the Secretary of the Treasury.

I have, &c.,

(Signed) HAMILTON FISH.

The Right Honorable  
Sir E. THORNTON, K.C.B.  
&c., &c., &c.

*Mr. William A. Richardson to Mr. Fish.*

TREASURY DEPARTMENT,  
WASHINGTON, D.C., December 10th, 1873.

SIR,—I have the honor to acknowledge receipt of your letter of the 3rd instant, referring to a communication from the Department of State of the 3rd August last, covering a copy of a note of the British Minister relative to the navigation of the Stikine River.

You now enclose a copy of another note from the British Minister of the 1st instant, upon the same subject, and invite my attention to the alleged interference with the right of navigation of that river secured by Article 26 of the Treaty of Washington, and you express the desire to know if any further information has been received by this Department since the date of my letter of the 12th September last, addressed to the Department of State, which covered a copy of my letter of the 8th of that month to the Collector of Customs at Sitka, asking him to report the facts without delay for communication to the British Minister.

I regret to inform you that no report from the Collector at Sitka has been received. But on the 9th instant, the Collector was advised that, under the circum-

stances of the case, and in compliance with the suggestion of the British Minister of the expediency of sending instructions, the Department was willing to give effect to Article 26 of the Treaty which, for the purposes of commerce, opens the navigation of the Yukon, Porcupine, and Stikine Rivers to British subjects under such laws and regulations as would govern in such cases.

The Department desires that every facility should be given to British vessels engaged in this commerce. With this view the Collector was instructed to carry out, for the present, Article 1, page 10 of the Regulations the Department will shortly issue, governing the transportation of merchandise to, from, and through the Dominion of Canada, under the Acts of June 29th, 1864, and July 28th, 1866, the Treaty of Washington, and the Act of March 1st, 1873, for which purpose a copy was sent him.

And the Collector was directed, with the further view of giving more specific instructions, to report the number and tonnage of British vessels employed upon the Stikine and other rivers mentioned; the cargoes they carry; and the final destination of the goods; and to forward a copy of the regulations issued by the British authorities in regard to American vessels on the same river.

And I may add that the Department contemplates the issue of regulations, on the opening of navigation in Alaska, which will protect the interests of the Revenue, while the stipulations of the Treaty will be duly observed.

I have, &c.,

(Signed) WM. A. RICHARDSON.  
*Secretary.*

The Honourable  
HAMILTON FISH,  
&c., &c., &c.

*Mr. R. G. W. Herbert, Colonial Office, to The Officer Administering the Government of Canada.*

A 1: Canada—No. 352.

DOWNING STREET, 18th December, 1873.

MY LORD,—I am directed by the Secretary of State for the Colonies to transmit to you, for your information, the documents specified in the annexed Schedule.

I have, &c., &c.,

(Signed) ROBERT G. W. HERBERT.

The Officer Administering  
the Government of Canada.

<i>Date.</i>	<i>Description of Document.</i>
10th Dec. 1873.—	Copy of a letter from the Foreign Office transmitting one forwarded to Earl Granville by the Hudson's Bay Company, from their officer at Victoria, Vancouver's Island, and stating that Sir E. Thornton has been instructed to bring to the notice of the United States Government the statement that British vessels are not allowed to pass into the Stikine River.

*Lord Tenterden to the Under Secretary, Colonial Office.*

FOREIGN OFFICE, 10th Dec., 1873.

SIR,—I am directed by Earl Granville to transmit to you a copy of a letter, which has been forwarded to him by the Hudson Bay Company from their officer at Victoria, Vancouver's Island, stating that no British vessels are allowed to pass into

the Stikine River, although by the Treaty of Washington the free navigation of the river was secured to British as well as American vessels; and I am to inform you that Sir E. Thornton has been instructed to bring the matter to the notice of the United States Government.

I am, &c.,

(Signed) TENTERDEN.

The Under Secretary of State,  
Colonial Office.

EXTRACT of a letter from James A. Graham, Esquire, to the Secretary of the Hudson's Bay Company, dated Victoria, 27th October, 1873.

"The news from the Stikine country continues to be exciting; the report of rich mines having been discovered near Devor's Lake being confirmed by parties who have come from there bringing gold dust with them. The gold is of coarse quality but of low standard, averaging only about \$16 per ounce, and much resembling the gold from Big Bend. The mines are said to be surface diggings, not descending further than eight or ten feet into the ground.

"Until spring nothing reliable can be ascertained as to the extent and durability of these mines, as the season for working so far north is over. Quite a number of people will, however, find their way thither in April, and if the mines are as rich as report states them to be the country will be rapidly opened up.

"The nearest British port to the Stikine River is Fort Simpson, and it is feared that the Americans may derive more advantage from these mines than ourselves, as they have a good port at Fort Wrangel, where cargoes could be transhipped from ocean to river steamers, while river steamers would not answer for the navigation from Fort Simpson to the river.

You are aware that both nations have the free navigation of that river secured to them by treaty, subject to the laws and regulations of either country within its own territory.

The American Custom-house Agent at Fort Wrangel is without instructions, as regards the treaty, and has orders to allow no British vessel to pass that place. This will probably be set right before spring, as Mr. Hamley the Collector of Customs here who has just returned per "Otter" from Fort Wrangel, has drawn the attention of the authorities at Ottawa to the matter.

The route to the Mines so far pursued is up the Stikine River about 150 miles, and then by land about 80 miles; the miners carrying their packs upon their backs, taking about 12 days to ascend the river in canoes, and about six to accomplish the 80 miles by land.

Sir E. Thornton to the Earl of Dufferin.

No. 1.

WASHINGTON, 3rd January, 1874.

MY LORD,—With reference to previous correspondence upon the subject of the free navigation, by British subjects, of the River Stikine; I have the honor to enclose copy of a note from Mr. Fish, of yesterday's date, in which he states that the United States Collector of Customs at Sitka and the Deputy Collector at Wrangel Island have been instructed to act in accordance with the provisions of the Treaty of Washington.

I have, &c., &c.,

(Signed)

EDWD. THORNTON.

His Excellency Right Honorable  
The Earl of DUFFERIN, K.P. K.C.B,  
&c., &c.,

*Mr. Fish to Sir E. Thornton.*

DEPARTMENT OF STATE,  
WASHINGTON, 2nd January, 1874.

SIR,—Referring to previous correspondence upon the subject of the navigation by British vessels of the Stikine River in the territory of Alaska, I have the honor to inform you that it is stated in a letter of the 23rd ulto., from the Secretary of the Treasury that the Collector at Sitka and the Deputy Collector at Wrangel Island have been instructed to act in accordance with the provisions of the Treaty of Washington.

I have, &c., &c.,

(Signed) HAMILTON FISH.

The Right Honorable  
Sir ED. THORNTON, K.C.B.,  
&c., &c. &c.

*The Earl of Dufferin to the Earl of Kimberley.*

(No. 18.)

OTTAWA, 10th January, 1874.

MY LORD,—Previous to the receipt of Your Lordship's despatch, No. 352, of the 18th December, 1873, transmitting a copy of a letter and enclosure from the Foreign Office, relating to the navigation of the Stikine River, a correspondence had passed on the same subject between Her Majesty's Minister at Washington and myself, a copy of which I have now the honor to inclose for your information.

Your Lordship will perceive from the enclosures in Sir Edward Thornton's despatch of 15th December, 1873 (No. 44), that the United States Treasury Department is willing to give effect to the 26th article of the Treaty of Washington which opens the navigation of the Yukon, Porcupine and Stikine Rivers to British subjects, and in a later despatch, dated 3rd January, Sir Edward Thornton states, that he has been informed by the Secretary of State of the United States that the Collector of Customs at Sitka and the Deputy Collector at Wrangel Island have been instructed to act in accordance with the provisions of the Treaty.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
The EARL OF KIMBERLEY,  
&c., &c., &c.

(No. 3.)

GOVERNMENT HOUSE,  
BRITISH COLUMBIA, 19th January, 1874.

SIR,—With reference to my despatch, No. 69, of the 11th May, 1872, to the Honorable the Secretary of State for the Provinces, and his replies, No. 97, of the 27th July, and No. 106, of September 28th of the same year, I have the honor to enclose herewith a copy of an address to me from the Legislative Assembly of this Province, requesting me to urge further upon the Federal Government the necessity of taking immediate steps for having the boundary line between this Province and Alaska established and defined. I also enclose a Minute of my Executive Council supporting the request preferred in this address; and, in accordance therewith, and upon the grounds stated by my Ministers, I beg you to lay this despatch and its

enclosures before His Excellency the Governor General, and to recommend the representations therein conveyed to His Excellency's favorable consideration.

I have, &c.,

(Signed) JOSEPH W. TRUTCH.

The Hon. D. CHRISTIE,  
Secretary of State for Canada,  
Ottawa.

Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Lieutenant Governor on the 16th January, 1874.

On a memorandum, dated 12th January, 1874, from the Honorable the Attorney General reported that an Order of Council of 5th July, 1872, strongly representing the advisableness of immediate steps being taken to define the boundary line between Alaska and British Columbia, was forwarded by His Honor the Lieutenant Governor to His Excellency the Governor General.

That the Provincial Government has been informed that the matter is now under the consideration of Her Majesty's Government.

That by a unanimous resolution of the House of Assembly, passed on the 7th instant, an Address was presented to His Honor the Lieutenant Governor, requesting His Honor to urge the speedy settlement of the question. That it is of the greatest consequence that Her Majesty's Government should be impressed with the necessity and importance of hastening such settlement, as an alleged conflict of authority between the United States authorities at Wrangel and British Columbia miners and traders has already arisen, and as a not improbable repetition thereof may lead to serious complications.

The Honorable Attorney-General recommends that should this report be approved, His Honor the Lieutenant-Governor be respectfully requested to cause a copy thereof to be forwarded to His Excellency the Governor-General for his consideration and action thereon.

The Committee advise that the recommendation be approved.

Certified.

(Signed) W. J. ARMSTRONG,  
Clerk, Executive Council.

To His Honor the Honorable Joseph Wm. Trutch, Lieutenant Governor of the Province of British Columbia.

MAY IT PLEASE YOUR HONOR :

We, Her Majesty's dutiful and loyal subjects, the Legislative Assembly of British Columbia, in Parliament assembled, beg leave to approach your Honor with our respectful request, that your Honor will be pleased to take into consideration the following Resolution of the House :

That, whereas, the recent discovery of rich and extensive gold mines in the Northern portion of the Province, has greatly increased the importance and urgency of having the boundary between British Columbia and Alaska property established and defined; and, whereas, the boundary of the 30 mile belt of American territory running along a part of the seaboard, seriously affects vital questions bearing upon navigation and commerce, be it therefore resolved; That a respectful Address be presented to His Honor the Lieutenant Governor, recommending him to urge upon the Federal Government the necessity of taking immediate steps for having the said boundary established and defined.

(Signed) J. ROLAND HETT,  
Clerk of the Assembly.

8th January, 1874.



OTTAWA, 28th January, 1874.

SIR,—I have the honor to enclose, for your information, an extract from a memorandum submitted to His Honor the Lieut. Governor of the North-West Territories by the Rev. W. C. Bompas, Church of England Missionary in the McKenzie and Athabaska Districts, on the subject of the boundary between British territory and the newly acquired American territory of Alaska.

I have, &amp;c.,

(Signed)

E. A. MEREDITH,

*Deputy Minister of the Interior.*

The Hon. the Secretary of State,  
Ottawa.

*Extract from a Memorandum respecting the North-West Territories beyond Portage La Loche, the great East and West Shed of the N. W. Territories.*

1st. The boundary between British territory and the newly acquired American territory of Alaska is quite undefined. An American officer ascended the River Yukon about four years since, with the view of ascertaining the longitude of Fort Yukon, a trading station of the Hudson Bay Company. This was decided by him to be on American territory, and the Hudson Bay Company thereupon received notice to quit, on the ground that it is contrary to American law for a foreigner to remain in Alaska or any other Indian territory of the United States without a special license.

2nd. Previous to the cession of Alaska by Russia to America, a treaty existed between Russia and England, forbidding either nation to have a trading post in the territory of the other; and it might be contended that the United States took the territory subject to existing treaties. However, it is believed that the Americans consider they have the right, if they please now, to trade on the English side of the border.

3rd. It would seem desirable, as the English and American traders have now both of them trading posts in the immediate vicinity of the border, that the position of this line should be ascertained. This could be most easily accomplished by a Government vessel being sent from British Columbia to the north of the Yukon, having on board a small river steamer of light draught, which could mount the Yukon, and observations could be taken as to the position of the boundary both in the Porcupine River and the Upper Yukon. To run the boundary line throughout its length would, of course, involve much greater expense.

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(Signed) W. C. BOMPAS.

FORT GARRY, 13th January, 1874.

DEPARTMENT SECRETARY OF STATE,

OTTAWA, 10th February, 1874.

SIR,—I have the honor to acknowledge the receipt of your despatch, No. 3, of the 19th ultimo, transmitting, with reference to previous correspondence on the subject, a copy of an address presented to you by the Legislative Assembly of the Province of British Columbia, and of a minute of your Executive Council founded thereon, urging the necessity of taking immediate steps for having the boundary line between that Province and the Territory of Alaska established and defined.

I have &amp;c.,

(Signed)

E. J. LANGEVIN.

His Honor the Lieut. Governor  
of British Columbia, Victoria.

*The Earl of Dufferin to the Earl of Kimberley.*

OTTAWA, February 13th, 1874.

MY LORD,—I have the honor to forward an approved report of a Committee of the Privy Council in respect to the navigation of the Stikine River in British Columbia, and containing the opinion of my Ministers in regard to the interpretation of the 2nd section of Article 26 of the Treaty of Washington, as a question of principle is introduced in the interpretation of this clause. I have decided not to communicate with the Lieutenant Governor of British Columbia until I should learn from Your Lordship whether the opinion of my Ministers in regard to the clause meets with your approval.

I have &amp;c.,

(Signed) DUFFERIN.

The Right Honorable  
The Earl of KIMBERLEY,  
&c., &c., &c.

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 11th February, 1874.*

On a Report dated 6th of February, 1874, from the Honorable the Minister of Justice, stating that in the month of May, 1873, certain correspondence took place between the Lieutenant Governor of British Columbia and the Secretary of State for Canada, and eventually was communicated to the British Minister at Washington, in respect to the navigation of the Stikine River, in the United States Territory, having been forbidden to British subjects, notwithstanding the 26th Article of the Treaty of Washington, and instructions appear to have been given by the United States authorities tending to obviate the course which had been complained of.

That further application is now made by the despatch of the Lieutenant Governor, No. 98, of the 18th December, 1873, in which he states that a question has arisen as to the proper interpretation of the 2nd clause of Article 26 of the Treaty of Washington.

That the point is really whether the provision in question of the Treaty will be held to give to United States citizens the rights freely to navigate the river above the boundary through British territory in the United States vessels.

That it appears that the recent discovery of gold fields on the upper waters of the Stikine River, now known as the Cassiar Diggings, may induce certain Americans as well as English to establish lines of steamers to run from the sea to the head of navigation, and it depends upon the interpretation put upon this article of the treaty whether citizens of the United States will engage in that enterprise.

The Minister is of opinion that under the second section of the twenty-sixth article of the Treaty of Washington, the navigation of the River Stikine in its entire length is free and open for the purposes of commerce as well to the citizens of the United States as to the subjects of Her Britannic Majesty; subject, as to the portion thereof within the territory of either country, to such laws and regulations as are not inconsistent with the privilege of free navigation; and that citizens of the United States will, therefore, have the right of navigation in that river through Canadian territory, subject to all laws of Canada in respect to navigation, customs and otherwise as shall not be inconsistent with free navigation, as similarly British subjects have the same right in United States territory.

The Committee concur in the report of the Minister of Justice, and advise that a Copy of this Minute be transmitted for the information of the Lieutenant Governor of British Columbia.

Certified.

(Signed)

W. A. HIMSWORTH,

Clerk, Privy Council.

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 14th March, 1874.

MY LORD,—I have the honor to acknowledge the receipt of your despatch of the 13th of February, enclosing a report of a Committee of the Dominion Privy Council in regard to the interpretation to be attached to the second section of the twenty-sixth article of the Treaty of Washington, relating to the navigation of the Stikine, Yukon and Porcupine Rivers.

In reply, I have to inform you that Her Majesty's Government concur in the interpretation placed upon the article by your Government, namely:—"That the navigation of the River Stikine in its entire length is free and open for the purposes of commerce as well to the citizens of the United States as to the subjects of Her Britannic Majesty, subject, as to the portion thereof within the territory of either country, to such laws and regulations as are not inconsistent with the privilege of free navigation."

I have, &c.,

(Signed) CARNARVON.

Governor General,

The Right Hon. the EARL OF DUFFERIN, K.P., K.C.B.,  
&c., &c., &c.

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 27th November, 1873.

SIR,—The subject of determining and defining the boundary line between the Province of British Columbia and Alaska Territory, U.S, having been brought under the notice of Her Majesty's Government, His Excellency the Governor General has been requested to ascertain and submit to the Secretary of State for the Colonies, an approximate estimate of the cost and of the time required for carrying out the objects of any commission that might be appointed for that purpose.

I have, therefore, the honor to request that you will furnish me, for His Excellency's information, with a report on the above mentioned heads.

In connection with the subject, I enclose for your information, an extract from a despatch from Her Majesty's Minister at Washington, giving the opinion of the United States Engineer Department as to the probable cost and duration of the proposed survey.

I have, &c.,

(Signed) D. CHRISTIE,  
*Secretary of State.*

Captain D. A. CAMERON, R.A.,  
Boundary Commissioner, Ottawa.

*Extract.*

"Mr. Fish informed me, in the presence of Admiral Provost, that he had since received from the Engineer Department a detailed report of the estimated expense of the survey on the part of the United States, and of the time it would occupy.

"That Department, it seems, states that the cost would be about a million and a half of dollars for the United States alone, and that the survey could not be completed in less than nine years in the field, and one more year in the office. But the Department had expressed an opinion that under the present circumstances of the two countries, it would be quite sufficient to decide upon some particular points, and the principal of these they suggested should be the head of the Portland Canal the

points where the boundary line crosses the Rivers Shoot, Stackeen, Taku, Iselcat, and Chelkaht, Mount St. Elias, and the points where the 141st degree of west longitude crosses the rivers Yukon and Porcupine. The determination of these points alone would, in the opinion of the Engineer Department, occupy three years in the field, besides one in the office, and would involve an outlay by the United States of about half a million dollars."

OTTAWA, 29th November, 1873.

SIR,—I have to acknowledge receipt of your despatch, No. 1176 on 1467, dated 27th November, 1873, and its enclosure, in which you do me the honor to desire that I should submit an approximate estimate of the cost and of the time required for determining and defining the boundary line between the Province of British Columbia and Alaska territory—for the information of His Excellency the Governor-General.

I shall do myself the honor to comply with your request; but, before entering into a detailed examination of the subject, I beg to be informed if it is desired to estimate for only so much of the International boundary as affects the Province of British Columbia, or, in accordance with what the enclosure you have sent to me appears to indicate, has been contemplated by the Government of the United States, to estimate for a temporarily efficient marking of the line from the southermost point of Prince of Wales Island to the Arctic Ocean.

I have also to request that application may be made to Her Majesty's Government for a copy of the map by which the negotiations of the Treaty of 1825, between Russia and Great Britain were guided in their description of the boundary, and also of any correspondence which may throw light upon the subject.

It would also be desirable to obtain a copy of the map upon which the proposition of the United States Government is partially founded, and of the details of their estimate. As the Commission parties to be sent out by the two Governments concerned would necessarily have to act in concert—the plans and estimates of the one must, to a great extent, be influenced by those of the other.

I have, &c.,

(Signed) D. R. CAMERON, CAPT. R.A.  
H. M. N. A. Boundary Commissioner.

The Honourable  
The Secretary of State,  
Dominion of Canada.

OTTAWA, 15th December, 1873.

MY LORD,—With reference to my despatch, No. 31, of the 30th January last, and to Your Lordship's replies, dated respectively the 12th and 19th March, I have the honor to enclose, for your information, a copy of an approved Minute of Council, directing Captain Cameron, Her Majesty's North American Boundary Commissioner, to prepare an approximate estimate of the cost, and of the time required for determining the boundary line between the Province of British Columbia and Alaska Territory.

Captain Cameron, in a report to the Secretary of State for Canada on the subject, has requested that application may be made to Her Majesty's Government for a copy of the map by which the negotiation of the Treaty of 1825, between Russia and Great Britain, were guided in their description of the boundary, and of any correspondence relating to the question. He also wishes to be furnished with a copy of the detailed report referred to in the enclosure of your secret despatch of March 12th, upon which the United States Government based their estimate of the cost of the proposed survey.

I should be much obliged if Your Lordship would have the goodness to <sup>cause</sup> the proper authorities to be moved to furnish the information required to <sup>assist</sup> Captain Cameron in carrying out the instructions of the Canadian Government.

I have, &c.,

(Signed) DUFFERIN.

The EARL OF KIMBERLY,  
&c. &c., &c.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 5th December, 1873.*

The Committee have had under consideration a letter from Captain Cameron, Her Majesty's North American Boundary Commissioner, stating, with reference to the request made to him by the Honorable the Secretary of State on the 27th November, 1873, that he would submit an approximate estimate of the cost, and of the time required for determining and defining the boundary line between the Province of British Columbia and Alaska Territory—for the information of Your Excellency that he shall comply with that request—but that before entering into a detailed examination of the subject he wishes to be informed if it is desired to estimate for only so much of the International boundary as affects the Province of British Columbia; or, in accordance with what the enclosure sent to him appears to indicate has been contemplated by the Government of the United States, to estimate for a temporarily efficient marking of the line from the southernmost point of Prince of Wales Island to the Arctic Ocean.

Also requesting that application may be made to Her Majesty's Government for a copy of the map by which the negotiators of the Treaty of 1825 between Russia and Great Britain were guided in their description of the boundary, and also of any correspondence which may throw light upon this subject.

Also that it would be desirable to obtain a copy of the map upon which the proposition of the United States Government is partially founded, and of the details of their estimate.

That, as the commission parties to be sent out by the two Governments concerned would necessarily have to act in concert,—the plans and estimates of the one must, to a great extent, be influenced by those of the other.

The Committee recommend that the estimate requested from Captain Cameron be made to cover the cost of surveying and marking that portion of the boundary between British Columbia and a portion of the Dominion Lands and Alaska, running nearly parallel with the coast and extending from the most southerly point of Prince of Wales Island northerly and westerly to Mount St. Elias. From the latter point the boundary in question is upon the 141st meridian west of Greenwich, extended north to the Arctic Ocean. The survey of this meridian would involve a large additional expenditure without serving any immediate object of which the Committee are aware, and they recommend, therefore, that the portion of the boundary running north from Mount St. Elias be left for the present unsurveyed.

The Committee further advise that Your Excellency will be pleased to make application for the maps stated by Captain Cameron to be necessary for the above purpose.

Certified.

W. A. HIMSWORTH,  
Clerk, Privy Council.

*The Secretary of State for the Colonies to the Governor General.*

DOWNING STREET, 5th February, 1874.

MY LORD,—With reference to Your Lordship's despatch, marked secret, of the 15th December, I transmit to you a copy of a letter from the Foreign Office specifying the documents which will be forwarded to Captain Cameron for his assistance in drawing up the report which he has been requested to furnish respecting the Alaska boundary.

I have, &c.,

(Signed) KIMBERLEY.

Governor General the Right Honorable  
The EARL OF DUFFERIN, K.P., K.C.B.,  
&c., &c., &c.

*Lord Tenterden to the Under Secretary of State, Colonial Office.*

FOREIGN OFFICE, 29th January, 1874.

SIR,—With reference to your letter of the 9th instant, forwarding a despatch from the Governor General of Canada, referring to certain documents which are required by Captain Cameron to assist him in drawing up the report which he has been requested to furnish in regard to the Alaska boundary, I am directed by Earl Granville to inform you that the following documents, which, it is thought, will be useful to Captain Cameron, will be sent to him through Her Majesty's Legation at Washington.

1. The convention between Russia and the United States, of April, 1824.
  2. The convention between Great Britain and the United States, of February, 1825.
  3. A memorandum of the circumstances which led to the conclusion of the latter convention.
  4. A map of the territory.
  5. The Treaty between Russia and the United States, of March, 1867.
- Sir E. Thornton will also be instructed to ask the United States Government if they have any objection to furnish a copy of the report drawn up by the United States Engineer Department, for the use of Captain Cameron.

I am, &c.,

(Signed) TENTERDEN.

The Under Secretary of State,  
Colonial Office.

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS BRANCH,  
OTTAWA, 17th February, 1874.

*Memorandum.*

Certain papers, that is to say,—

1. A despatch from the Secretary of State for the Colonies to the Governor General, dated the 12th March, 1873, covering an extract of a despatch from Sir Edward Thornton to the Earl of Granville, dated the 15th February, 1873.
2. A further despatch from the Secretary of State for the Colonies to the Governor General, dated the 19th March, 1873, together with a letter from Lord Tenterden to the Under Secretary, dated the 12th March, 1873.

3. Two orders of the Honorable the Privy Council, dated respectively the 20th September, 1872, and the 5th December, 1873.

4. A letter from Captain Cameron, R.A., Her Majesty's British North American Boundary Commissioner, dated the 29th November, 1873, together with other documents on the subject of the contemplated survey of the boundary between British Columbia and the Dominion Lands, and the United States Territory of Alaska, having been referred to the undersigned, he has the honor to submit the following report thereon.

In order to illustrate his remarks he annexes,—

1. An extract from the Treaty of February 28th, 1825, between Great Britain and Russia, describing the boundary in question.

2. A tracing from the official map, published by the United States Government, of the surveys of the north-west coast of the Pacific, and shewing the whole boundary from the head of the Portland Canal to the Arctic Ocean.

The undersigned is of opinion that it is unnecessary at present (and it may be for all time) to incur the expense of determining and marking any portion of the boundary under consideration other than at certain of the points mentioned in the extract alluded to in the despatch from Sir Edward Thornton to the Earl of Granville, dated the 15th February, 1873, that is to say:—

1. The head of the Portland Canal, or the intersection of the same by the 56th parallel of north latitude.

2. The crossing of the following rivers on the Pacific coast by the said boundary, that is to say: the Rivers "Shoot," "Stakeen," "Taku," "Isilcat" and "Chilkaht."

3. The points where the one hundred and forty-first meridian west of Greenwich crosses the rivers Yukon and Porcupine.

There is no object to be gained of which the undersigned is aware in fixing the intersection of the boundary along the coast with the 141st meridian, assumed to be on Mount Elias. That expenditure, therefore, may be saved.

The most expensive part of the service proposed is involved in determining the crossing of the rivers mentioned by the boundary, as the same is to run directly parallel to the Pacific coast.

It must be remembered, however, as a very important consideration as regards the cost of the survey now proposed, that the several rivers named, being, as the undersigned is led to believe, navigable up to and beyond the probable line of boundary, will greatly facilitate the determination of the latter; and further, the United States surveys of the coast could be advantageously used to locate the coast line in deciding the mouths of the rivers in question, as points from whence the necessary triangulation surveys should commence in order to determine the ten marine leagues back, and might further be agreed on and adopted by the Commissioners as affording the data which, in their discretion, might be used to regulate the direction and location of the boundary across the valleys of those rivers.

The points of crossing of the Rivers Yukon and Porcupine by the 141st meridian might be fixed by a separate Commission, which, appointed simultaneously with the other, might ascend the Yukon by a steam launch, leaving the ship which would carry the party from San Francisco at the mouth, and take the necessary observations for longitude, and erect boundaries.

This might easily be done in one season, and the occasion might also be turned to valuable account in acquiring information respecting the Dominion territories drained by those rivers.

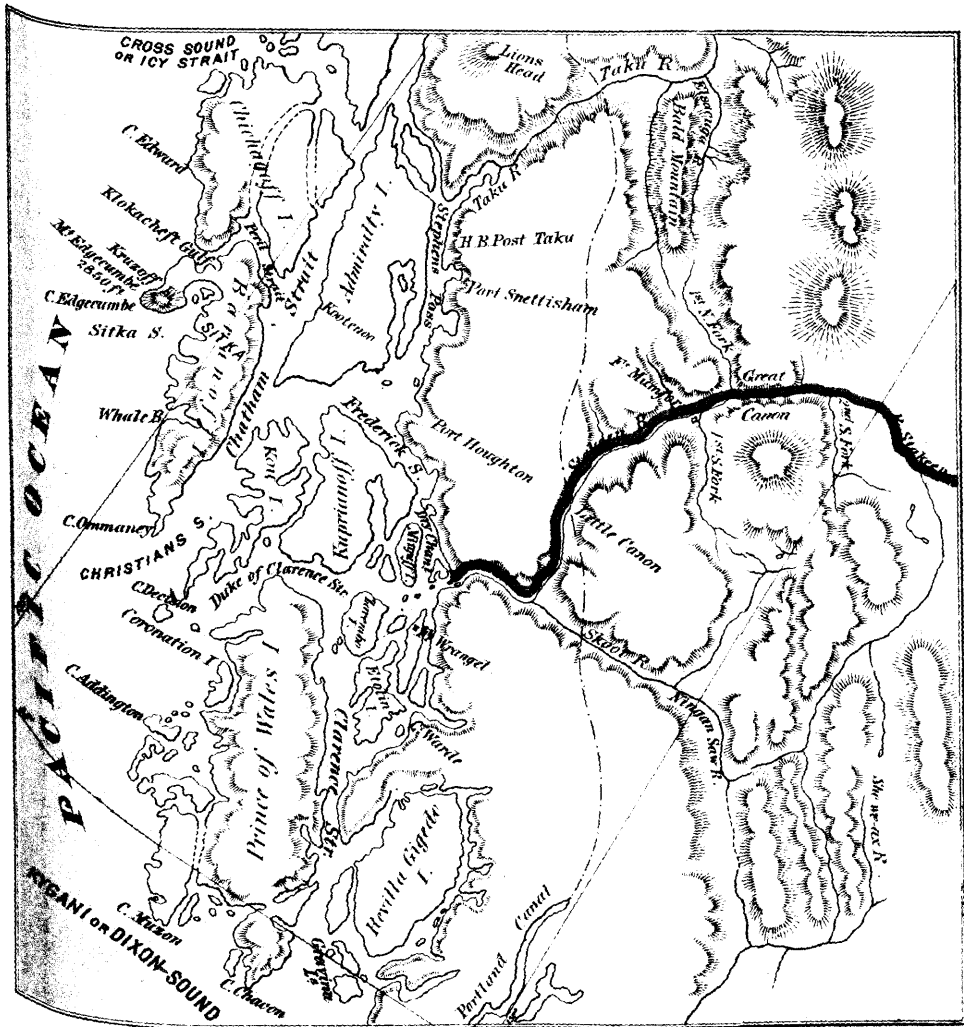
Respectfully submitted,

(Signed)

J. S. DENNIS,  
*Surveyor General.*

The Hon. the Minister of the Interior,  
Ottawa.

Tracing of part of "Alaska" shewing "Stakeen River"  
 from U.S. Coast Survey of 1869.



The Burland Desbarats Lith. Co. Montreal.

*Certified*

Dom<sup>l</sup> Lands Office  
 Jan. 16<sup>th</sup> 1878.

*S. G. D. L.*  
 S. G. D. L.



[A.]

*Convention between Great Britain and Russia, signed at St. Petersburg, Feb. 28th, 1825.*

"III. The line of demarcation between the possessions of the high contracting parties upon the coast of the continent and the islands of America to the north-west shall be drawn in the following manner:—

"Commencing from the southernmost point of the island, called Prince of Wales Island, which point lies in the parallel of 54° 40' north latitude, and between the 131st and the 133rd degree of west longitude (meridian of Greenwich), the said line shall ascend to the north along the channel called Portland Channel as far as the point of the continent, where it strikes the 56th degree of north latitude; from this last mentioned point the line of demarcation shall follow the summit of the mountains situated parallel to the coast as far as the point of intersection of the 141st degree of west longitude (of the same meridian); and finally, from the said point of intersection, the said meridian line of the 141st degree, in its prolongation as far as the Frozen Ocean, shall form the limit between the Russian and British possessions on the continent of America to the north-west.

"IV. With reference to the line of demarcation laid down in the preceding article, it is understood:—

"1st. That the island called Prince of Wales Island shall belong wholly to Russia.

"2nd. That whenever the summit of the mountains, which extend in a direction parallel to the coast from the 56th degree of north latitude to the point of intersection of the 141st degree of west longitude, shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British Possessions and the line of coast, which is to belong to Russia, as above mentioned, shall be formed by a line parallel to the windings of the coast, and which shall never exceed the distance of ten marine leagues therefrom."

True copy.

(Signed) W. B. R.

WASHINGTON, February 18th, 1874.

SIR,—I have the honor to enclose two despatches, under flying seal, addressed to you by Earl Granville with regard to the Alaska Boundary, and a copy of a letter from General Humphreys of the United States Engineer Department, containing an estimate of the amount considered necessary for the survey of that Boundary.

The latter document has been furnished me by Mr. Fish, but he did not send me a copy of Captain Raymond's report to which General Humphreys refers. I presume that it was either too long to be easily copied, or that it contained passages which he does not wish me to see.

The maps accompanying Lord Granville's despatch, No. 1, are sent separately but also by post.

I have &c.

(Signed) EDWARD THORNTON.

Captain CAMERON, R.A.  
&c., &c., &c.

FOREIGN OFFICE, January 29th, 1874.

SIR,—I have received from the Colonial Office a copy of a despatch from the Governor General of Canada, which refers to certain documents required by you, to assist you in drawing up a report which you have been requested by the Canadian

Government to furnish in regard to the Alaska Boundary, and I send you herewith the following documents which it is thought will be of use to you:—

1. The Convention between Russia and the United States, of April, 1824.
2. The Convention between Great Britain and the United States, of February 1825.
3. The Treaty between Russia and the United States, of March, 1867.
4. Maps of the territory. No map was attached to the Convention of 1825, and it is not known what map was used by the negotiators, but those now sent have been furnished by the Board of Admiralty.

Sir E. Thornton will be instructed to ask the United States Government if they have any objection to furnish, for your use, a copy of a report drawn up by the American Engineer Department, and if he can procure one to forward it to you.

I am &c.,

(Signed) TENTERDEN.

Captain CAMERON, R.A.  
&c., &c., &c.

*Mr. Humphreys to Mr. Belknap.*

OFFICE OF THE CHIEF OF ENGINEERS,  
WASHINGTON, D.C., January 29th, 1873.

SIR,—In reply to the communication of the 11th ultimo, from the Department of State, asking for an estimate of appropriation necessary to carry into effect the President's recommendation in regard to the boundary line between Alaska and the British Possessions, I beg leave to state that owing to the rugged character of the country along the line between the head of the Portland Channel and Mount St. Elias and thence north to the Arctic Ocean, which renders it impossible or nearly so, it will be absolutely impracticable to run the line continuously in the ordinary way, and the plan that promises the greatest degree of accuracy attainable under the circumstances is that of Captain C. W. Raymond, Corps of Engineers, whose duties upon the reconnaissance of the Yukon River in 1869, rendered him familiar with many of the obstacles to be met with in that country in the prosecution of similar surveys.

He was, therefore, directed to prepare an estimate of the time and cost of running this boundary line, and his report on this subject is submitted therewith.

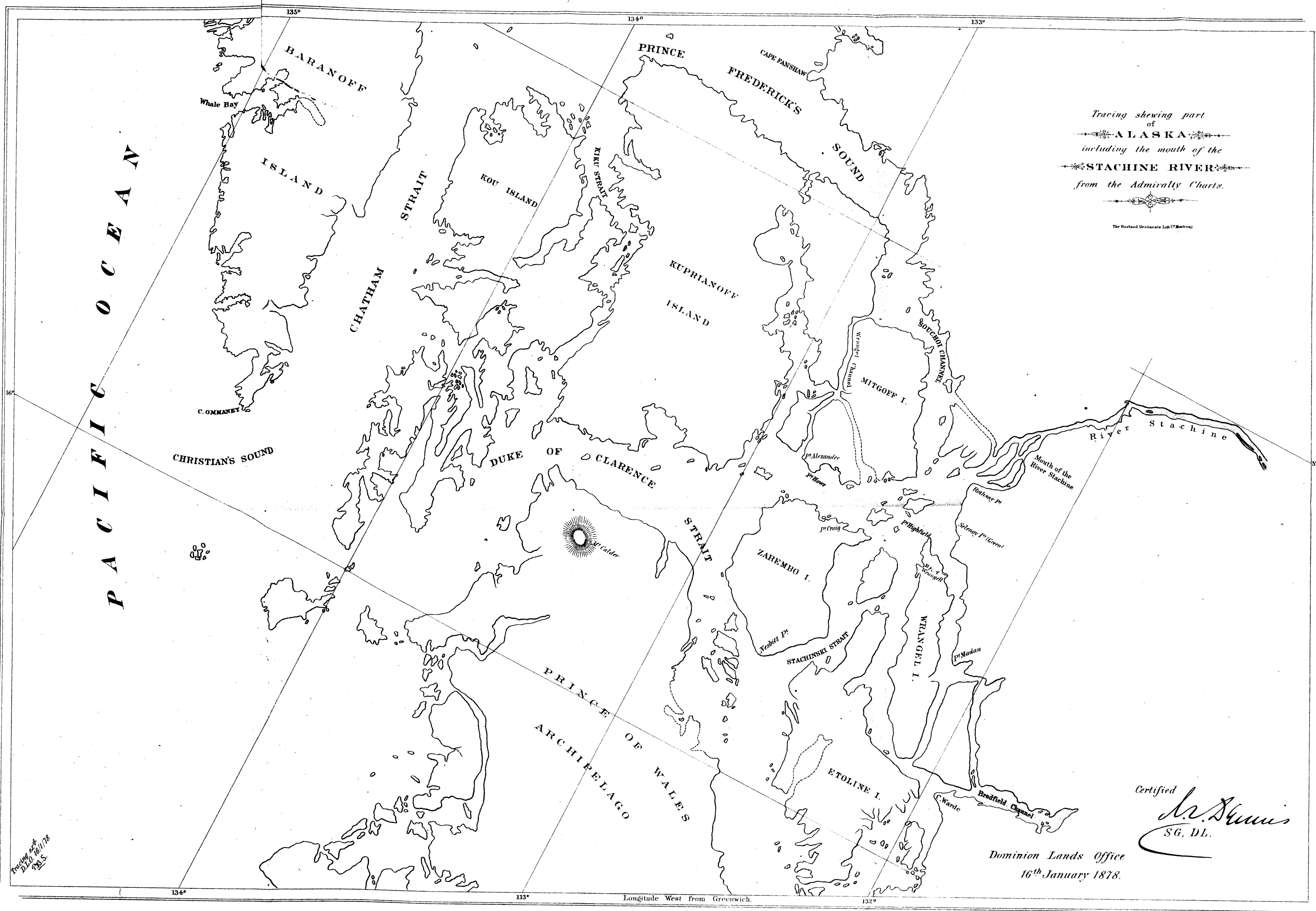
The line commences at the southernmost point of Prince of Wales Island, 54 degrees 40 minutes north latitude, and between the 131st and 133rd degree of longitude west from Greenwich, thence ascends to the north along the Portland channel until it strikes the 56th degree of north latitude, thence follows the summit of the mountains parallel to the coast until it intersects the 141st degree of west longitude, and thence along said meridian of longitude north to the Frozen Ocean.

Whenever the summit of the mountains, parallel to the coast, have to be at a greater distance from the ocean than ten marine leagues, the boundary line shall be parallel to the winding of the coast and not more than ten marine leagues from it.

Captain Raymond estimates the time necessary to fix the line in the best manner practicable, to be nine years in the field and one in the office to complete the mapping of the line and preparation of report.

His estimate of cost is, for the first year, \$213,609; for the second year \$205,227; for each of the third, fourth, fifth, sixth and seventh years, \$173,767; for the eighth and ninth years, \$97,009 each; and for the tenth year, \$50,000; making a total of \$1,531,689.

In view of the great cost of marking the line to the extent practicable, it might be found sufficient, for present requirements, to establish only those points on it necessary to determine the limits of territory upon the lands accessible to settlers and upon the navigable waters and rivers.



Tracing shewing part  
of  
ALASKA  
including the mouth of the  
STACHINE RIVER  
from the Admiralty Charts.

The Standard Geographical Lib. Co. Montreal

Certified  
*A. D. Smith*  
SG. DL.

Dominion Lands Office  
16<sup>th</sup> January 1878.

Tracing by  
D. D. O. 16/1/78  
D.S.

Longitude West from Greenwich.

This will materially reduce the time and expense.

The points which appear to be necessary to fix are as follows, viz.—1st. After the establishment of an observatory at Sitka, to fix the southernmost point of Prince of Wales Island, ascend the Portland channel, and fix the point on the 56th parallel, at which the line leaves the channel. 2nd. To ascend the Staken, Takee, Chilcat the Alsekh rivers, and fix the points of intersection with boundary line. 3rd. To ascend the Yukon River, and to fix the intersection of the river and the Porcupine River with the 141st meridian of W. L. which here forms the boundary line. 4th. To complete the office work, mapping the results, &c.

For the completion of the above work two if not three years' field work will be required, with one year's office work in addition.

The estimate for two years' field work will be as follows, being the same as for the first, second and tenth years of Captain Raymond's estimate :—

1st year.....	\$ 213,609
2nd year.....	205,227
3rd year.....	50,000
Total, .....	\$ 468,836

Very respectfully,  
(Signed) A. A. HUMPHREYS.

The Honorable W. W. BELKNAP,  
Secretary of War.

ST. PAUL'S, MINNESOTA,  
UNITED STATES, 18th March, 1874.

SIR,—I have the honor to acknowledge receipt of your despatch No. 1, dated 29th January, 1874, covering the following documents :

1. A copy of the convention between Russia and the United States, of April, 1824.
2. A copy of the convention between Great Britain and Russia, of February, 1825.
3. A copy of the Treaty between Russia and the United States, of March, 1867.
4. The Admiralty Chart of the Pacific Ocean. Sheet No. 3.
5. The Admiralty Chart of the North Pacific Ocean, No. 2,431, Port Simpson to Cross Sound.

I have also received from Her Majesty's Minister at Washington, a copy of a letter from General Humphreys, Chief of the United States Engineers, to Mr. Secretary Belknap, which gives an abstract of the cost of surveying the British Alaska Boundary, according to the scheme proposed by the United States authorities.

The principal expenditure in effecting the demarcation of the boundary will be incurred in providing transport and supplies. I have applied to the Lieut. Governor of British Columbia, the British Consul at San Francisco, and Staff Commander Pender, R.N., for detailed information as to the rates at which provisions, freighting &c., may be procured—and on other points about which their local and special experience may aid me in arriving at a correct estimate. Upon receipt of replies to these enquiries I shall be in a position to submit to His Excellency the Governor General the information I have collected as to the cost and time of marking the boundary.

I have, &c.,

(Signed) D. R. CAMERON, Captain R.A.,  
Her Majesty's North American Boundary Commissioner.

The Right Honorable  
The Secretary of State  
for Foreign Affairs.

DOWNING STREET, 19th March, 1874.

MY LORD,—With reference to your despatch of the 15th December last, and to Lord Kimberley's reply of the 5th of February, I have the honor to transmit to you copy of a despatch which has been received through the Foreign Office, from the British Minister at Washington, in regard to the probable expense and time that would be required for determining the Alaska boundary.

I have, &c.,

(Signed) CARNARVON.

Governor General,

The Right Hon. the Earl of DUFFERIN, K.P., K.C.B.,  
&c. &c. &c.

WASHINGTON, February 23rd, 1874.

MY LORD,—In compliance with the instructions contained in Earl Granville's despatch, No. 42, of the 29th ultimo, I asked Mr. Fish to let me have a copy of the Report of the U. S. Engineer Department, with regard to the cost and time which would probably be required to determine the Alaska boundary.

Mr. Fish promised to look through the papers and see whether he could send me the report in question. The next day I received from him a copy of a letter from General Humphreys to the Secretary of War, copy of which I have the honor to enclose. I also forwarded a copy of it to Captain Cameron.

Your Lordship will perceive that General Humphreys alludes to a report drawn up by Captain C. W. Raymond of the engineers.

At a subsequent interview which I had with Mr. Fish on the 19th instant, I alluded to this report, and enquired whether it contained any additional information to that communicated by General Humphreys. Mr. Fish replied that it was very long and entered very much more into detail, but that General Humphreys' letter gave the whole substance of that report. He showed me the document which was certainly so long that I did not venture to ask him to let me have a copy of it. It was unfortunately bound up with other papers, else I would have asked him to lend it me in order that I might have it copied at the Legation.

With reference to the subject, Mr. Fish said that there existed at this moment such a determination in Congress to push retrenchment to its utmost limit, that it would be impossible to induce that body, at this moment, to vote the amount which would be necessary for the expenses of the first year of the survey, nor would it be advisable to make any attempt to do so. He hoped that next year the circumstances of the country might be more prosperous, and that then possibly the instruments and persons now employed in laying down the North-Western boundary might be transferred to the survey of that between British Columbia and Alaska.

I have, &c.,

(Signed) EDWARD THORNTON.

The Earl of Derby,

&c., &c., &c.

DUFFERIN, MANITOBA, 9th April, 1874.

SIR,—In connection with estimating the cost of marking the British-Alaska boundary, I have the honor to request that I may be furnished with a copy of that portion of Vancouver's history of his voyages, which describes the passage he named "Portland Channel."

A French edition of Vancouver's history is to be found in the library of the Dominion Parliament, and, if an original version is not available, the extract might be made from the French edition.

It is also desirable that I should be furnished with copies of such parts of Vancouver's maps and charts as illustrate his verbal description of the Portland Channel and Alaskan coast.

I would request that if the copies I have mentioned are to be sent to me, care may be taken in noting the source of each and the date of the original, and also that the lettering on the copies of maps may be as nearly as possible identical in relative position with the lettering on the originals.

Should any old Russian maps or charts of the Alaskan coast and country, of about the year 1824, be available, I shall be obliged by being permitted to refer to them.

I have, &c.,

(Signed) D. R. CAMERON, Captain R. A.,  
*Her Majesty's Boundary Commissioner.*

The Honorable  
The Minister of the Interior,  
Ottawa.

DEPARTMENT OF THE INTERIOR,  
DOMINION LAND OFFICE,  
OTTAWA, 22nd April, 1874.

SIR,—I am directed by the Hon. the Minister of the Interior to acknowledge the receipt of your letter of the 9th instant, asking to be furnished with certain data presumed to be obtainable from the library of the House of Commons, relating to Vancouver's history of his voyages in the vicinity of Portland Channel in the North Pacific, and also requesting to be furnished with copies of such parts of the maps and charts of that geographer as may illustrate his verbal description of the said channel and of the Alaska coast.

In reply, I am to inform you that an effort will be made to obtain the information if in this country, and that the same will be sent you.

I have, &c.,

(Signed) J. S. DENNIS,  
*Surveyor General.*

Captain D. R. CAMERON, R.A.,  
H. M. British North American Boundary Commissioner,  
Dufferin, West Lynne, Ma.

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS OFFICE,  
OTTAWA, 25th April, 1874.

SIR,—Referring further to your letter of the 9th instant, requesting certain information from the library of the Dominion Parliament, in connection with original records illustrating the Portland Canal and country in the vicinity thereof on the Alaska coast, I am directed by the Hon. the Minister to inform you that the librarian having been communicated with on the subject, states that the only sources of information in his possession are Vancouver's history of his voyages and discoveries on that coast, and a volume of charts connected therewith—this work is in French. An

extract from it embodying all the remarks made by Capt. Vancouver respecting the Portland Canal, is enclosed, together with a tracing also from his chart illustrating the same.

I have, &c.,

(Signed) J. S. DENNIS,  
*Surveyor General.*

Captain CAMERON, R.A.,  
H. M. British North American Boundary Commissioner,  
Dufferin, Ma.

[ A ]

(Translation.)

I now entertained no doubt of this western shore being the continent, and it was equally evident to me that it extended itself far up that branch which we had passed in the afternoon of the 22nd leading to the N.N.W. Having, therefore, determined to prosecute my researches in that quarter, our stock of provisions were recruited, and after dining on board we recommenced our examination along the western shore of the inlet, and rested for the night in a small cove about twelve miles to the southward of the anchorage of the "Discovery" and "Chatham." The afternoon and night were very rainy and unpleasant, but early the next morning (27th) we set out, with fair weather, and having a rapid tide in our favor soon reached the east point of entrance into the N.N.W. branch which I wished to examine first, and which, after Mr. Ramsden, the optician, I called Point Ramsden, lying in latitude  $54^{\circ} 59'$ , longitude,  $230^{\circ} 2\frac{1}{2}'$ . Off this point are some dangerous rocks that are visible only at low tide; from hence we directed our course N.W. three miles to a low point on the larboard shore where we found this arm to communicate with another leading in a S.W. and N.N.E. direction, and being in general about half a league in width. We pursued the latter direction and steered for the eastern or continental shore. This extends first from Point Ramsden N.  $21^{\circ}$  W. six miles, and takes a N.N.E. course.

The weather, though pleasant, was unfortunately cloudy about noon, and prevented any observation being made for the latitude. The same unfavourable circumstance attended us during our excursion to the northward of the vessels. We continued to the N.N.E. without meeting any interruption or break in the shores until about eight in the evening. When we arrived at a point on the western shore, situated in latitude  $55^{\circ} 16'$ ; longitude  $230^{\circ} 8'$ ; near this point we rested for the night. From thence the arm took a direction N.  $15^{\circ}$  W., continuing in general about the same width. Between us and the opposite shore was a small island nearly in mid channel.

The weather being fair and pleasant we started early on the morning of the 28th, continuing our researches up this branch. At noon the observed latitude on the eastern shore was  $55^{\circ} 25'$ , the longitude  $230^{\circ} 5'$ . From hence it took a more northerly direction, and then tended a little to the eastward of north, when, by ten in the forenoon of the following day, it was found to terminate in low marshy land in latitude  $55^{\circ} 45'$ ; longitude  $230^{\circ} 6'$ .

Mortified with having devoted so much time to so little purpose, we made the best of our way back. At noon I observed the latitude to be  $55^{\circ} 42'$ ; from whence to our reaching the western shore, near where we had entered this branch, occupied our time until late in the evening of the 30th, when we brought to in a small cove, behind an island about half a league from us, and not far from the place where we had met the ungracious natives, of whom I have spoken.

The night was mild and pleasant, but a thick fog next morning not only obscured the surrounding shores but prevented our departure until eight o'clock. We directed our examination along the western shore to the S.S.W. in a continuation of

the branch we had seen on the morning of the 27th. The shores of both sides were straight, compact, of moderate height, and in general little more than a mile asunder. At noon the observed latitude on the western shore was  $54^{\circ} 55\frac{1}{2}'$ ; longitude  $229^{\circ} 47'$ ; the inlet still continuing in the same direction. On the western shore, about half a league to the southward of this station we entered a small opening not more than a cables length in width, stretching to the northward. Mr. Swaine informed me that its termination was about a league from its entrance.

Having again reached the arm leading to the S.S.W. we proceeded in that direction and passed two small rocky islets about a mile to the south of the last mentioned small arm. Finding the main channel now regularly decreasing to half a mile in width, and having a strong southerly breeze, we did not proceed more than three miles before we rested for the night. The narrowness of the channel and the appearance of its termination before us, would have induced me to have relinquished all thoughts of finding a communication with the ocean by this route, had it not been for the indications presented by the shores on either side. These, gradually decreasing in height, with a very uneven surface, were entirely covered with pine trees, and as such appearances had, in most instances, been found to attend the broken parts of the country immediately along the sea coast, I was encouraged to persevere in this pursuit.

From the place at which we had slept, this channel took a direction S.  $42^{\circ}$  W. about a league and a half, to a point in latitude  $54^{\circ} 48'$ , longitude  $229^{\circ} 39\frac{1}{2}'$ , from whence the continental shore takes a direction N.  $23^{\circ}$  W. about a league, through a narrow channel not a fourth of a mile in breadth, having in it several islets and rocks. In order to make sure of keeping the continental shore on board, we pursued this and left the south-westerly channel, whose width had increased about a mile, and whose shores appeared to be much broken, as if admitting several passages to the sea. At the north end of this narrow channel we came to a larger one extending N.  $35^{\circ}$  E. and S.  $35^{\circ}$  W. The former first attracted our notice; this by noon was found to end in latitude  $54^{\circ} 55\frac{1}{2}'$ , longitude  $229^{\circ} 40'$ , not in low marshy land as had been generally the case, but by low, though steep, rocky shores. Having dined, we pursued the examination of the continent in a south-westerly direction, which brought us by the evening to its end in that direction, in latitude  $54^{\circ} 48\frac{1}{2}'$ , longitude  $229^{\circ} 91\frac{1}{2}'$ . From thence the channel extended to the S.S.E. and met that which we had quitted in the morning, making the land which formed the western shore of the narrow channel, and that before us to the eastward, an island about ten miles in circuit.

Our course was directed from hence across the south entrance of the Canal de Rivella Gigecto, with a favorable gale, though we were not more fortunate in being able to see round us than when we passed the same region on the 4th, for immediately after noon the weather became extremely thick and hazy, with intervals of fogs, and towards the evening a very heavy swell rolled from the south-west and broke upon the shores with great violence, and with every appearance of an approaching storm. Before dark, however, we reached the cove that had afforded us shelter under similar circumstances on the evening of the 3rd. The night was more temperate than we had reason to expect, and again on the following morning we again set out on our way, very early on the 15th.

In the forenoon we reached the arm of the sea, whose examination had occupied our time from the 27th of the preceding, to the 2nd of this month. Its length is about 70 miles. In honor of the noble family of Bentick, I named it Portland's Canal."

I certify that this document consists of true extracts from "A Voyage of Discovery to the North Pacific Ocean and round the World, by Captain George Vancouver, in 1793."

(Signed) N. TÉTU,

Certified.

(Signed)

J. S. DENNIS,

Surveyor General.



## OFFICE OF H. M. BOUNDARY COMMISSION, EMMADALE,

DUFFERIN, MANITOBA, 18th February, 1875.

SIR,—In despatch No. 1175 of the 27th of November, 1873, you did me the honor to request that I would furnish, for the information of His Excellency the Governor General, an approximate estimate of the cost and of the time required for carrying out the objects of any commission that might be appointed to determine and define the boundary line between British Columbia and Alaska.

I have now the honor to state that, depending on the circumstances referred to in the accompanying detailed report, the cost of the work will not be less than \$425,000 nor more than \$2,230,000, and the time for its completion will be from two to seven years from the commencement of operations.

An explanation is due from me of the delay which I very much regret has occurred in furnishing the report called for by His Excellency the Governor General.

It was not until last May that I received all the information necessary for my report. At that time I was fully occupied with preparations for the departure of the expedition starting to mark the boundary to the east of the Rocky Mountains. I had to leave hurriedly to meet the United States Commissioner at St. Paul, Minnesota, and immediately afterwards, in consequence of rumours that the Prairie Indians were assuming a hostile attitude, I had to hasten to join the expedition.

Since that time it is only within the last few days that I have been able to turn my attention from the discharge of my duties, under Her Majesty's Commission to the subject of the report now submitted.

I have the honor to be, Sir,

Your most obedient and humble servant,

(Signed) D. R. CAMERON, Major R.A.,  
*Her Majesty's Commissioner.*

The Honorable  
The Secretary of State,  
Dominion of Canada.

*Report on the probable expense of marking the British Alaskan Boundary Line, and the time required to complete the work.*

The boundary line which is the subject of this Report, is described in Articles III. and IV. of the Convention between Great Britain and Russia signed at St. Petersburg, 28th (16th) February, 1825. These articles are as follows:—

III. The line of demarcation between the possessions of the high contracting parties, upon the coast of the continent, and the islands of America to the north-west, shall be drawn in the manner following:—

Commencing from the southernmost point of the Island called the Prince of Wales Island, which point lies in the "parallel of 54° 40' north latitude, and between the 131st and 133rd degree of west longitude (meridian of Greenwich) the said line shall ascend to the north along the channel called Portland Channel, as far as the point of the continent where it strikes the 56 degree of north latitude; and from this last mentioned point the line of demarcation shall follow the summit of the mountains situated parallel to the coast, as far as the point of intersection of the 141st degree of west longitude (of the same meridian); and finally from the said point of intersection, the said meridian line of the 141st degree in its prolongation as far as the Frozen Ocean, shall form the limit between the Russian and British possessions on the Continent of America to the North-West."

IV. With reference to the line of demarcation laid down in the preceding article, it is understood:—

"1st. That the Island called Prince of Wales Island shall belong wholly to Russia.

"2nd. That wherever the summit of the mountains that extend in a direction parallel to the coast from the 56th degree of north latitude to the point of intersection of the 141st degree of west longitude, shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia, as above mentioned, shall be formed by a line parallel to the windings of the coast, and which shall never exceed the distance of ten marine leagues therefrom."

Alaska was transferred by Russia to the United States by treaty, signed at Washington on the 30th March, 1867; and the British Alaskan boundary line was described in that treaty by a repetition of Articles III. and IV. now quoted.

For the demarcation of the described line, it is considered that an expedition organized of one astronomical party and two surveying parties will be efficient and most economical. By a larger party, the work might be accomplished in less time; but the cost of first outfit, and the additional current expenditure involved in distributing provisions and supplies regularly to numerous distant points, would be much, and disproportionately, increased.

The smaller the expedition may be compatibly with efficiency, the less will be the cost of the undertaking.

The annual cost of maintaining such an organization as is described in the field will vary greatly with the transport that may be necessary; and the amount and kind of transport will depend upon the extent and conditions of the country to be covered at one time.

It is understood that the Government of the United States, in view of the costliness of marking the line throughout, and the small present advantage to be derived from the undertaking, are of opinion that it will be sufficient to determine the limits of the territory accessible to settlers, and upon navigable waters and rivers; and have referred to the following points as of importance:—

The southernmost point of the Prince of Wales Island;

The point on the parallel of 56° north latitude, at which the line leaves Portland Channel;

The points at which the line crosses the following rivers:—

- The Stakeen,
- The Taku,
- The Chilcat,
- The Alsekh,
- The Yukon, and
- The Porecupine.

The Government of Canada, also influenced by the costliness of the undertaking, recommend limiting the demarcation to that portion of the line extending from the most southerly point at the Prince of Wales Island northerly and westerly to Mount St. Elias.

It is to be noted that to the north of the place at which the Government of Canada propose the work should terminate for the present, the United States Government desire to mark only two points—the crossings of the Rivers Yukon and Porecupine—and that the marking of these two points may be accomplished without increasing the strength of the expedition beyond what would be necessary were these two points neglected. The astronomical party to do the work would be in the field and equipped in all respects, except as regards provisions and a small increase to its transport.

It is considered that while the surveyors would be necessarily occupied elsewhere, the astronomers might certainly ascertain the points of intersection of the meridian of 141° west longitude with the rivers Yukon and Porecupine, in addition to the southernmost point of Prince of Wales Island, and that of the parallel of 56° north latitude where the line changes its course in the Portland Channel.

While the United States Government have indicated a definite plan of procedure, and named the points of the boundary which they consider it essential should be

marked, the Government of Canada make no reference to such details, and therefore leave it to be assumed that they expect the terms of the treaty to be fully and strictly carried out.

The cost of marking the line will be seriously affected by the view which may prevail on this subject.

The Treaty describes a line which, in its course northerly from Portland channel to its intersection with the meridian of  $141^{\circ}$  west longitude, traverses a very mountainous and heavily wooded country, and defines it as following "The summit of the mountains situated parallel to the coast," or, where mountains are not within ten marine leagues of the sea, then "parallel to the windings of the coast" at no greater distance than ten leagues.

To carry out these terms it would be necessary to complete a survey of the belt of country between the coast line and mountain summits, about 900 miles in length, and occasionally, perhaps, ten marine leagues in breadth.

The coast line might furnish an exceptionally advantageous base for supplies; but, notwithstanding this advantage, the difficulties with which the surveying parties would have to contend in their progress inland, the necessarily circuitous course of their movements and the extreme irregularity of the line to be marked—at times passing from mountain top to mountain top, at others repeating the meandering of a coast, broken by numerous bays, long narrow inlets and river mouths—would be of the most serious description.

The plan contemplated by the United States Government is one which, at first sight, would appear to render the operation of an expedition simple, expeditious and economical; all the stations named excepting, perhaps, the Porcupine River might be reached by water, and three seasons—April to October inclusive—would suffice to complete the work.

\* \* \* \* \*

Under any circumstances it is considered necessary that the expedition should be assembled and organized at Victoria, Vancouver's Island.

The advantage of employing officers and men who have been disciplined and trained in the same scientific school, is so marked that there is no room to doubt the work may be most efficiently performed by the Royal Engineers.

The men employed to assist astronomers and surveyors, and several artificers, might be provided by the Royal Engineers at much less cost to the public, exclusive of fares in going from and returning to even England, than would be involved by hiring in British Columbia, where the labor market is very limited and wages are very high.

The rates of wages at Vancouver's Island have been examined, and in such cases as hired labour would be most economical, the preference has been given in the accompanying detailed estimate to the Provincial market.

Assuming that Royal Engineers will be employed as astronomer's and surveyor's assistants, and in some cases as artificers, they should arrive at Victoria in November preceding the spring in which operations would be commenced in the field. They should be accompanied by the Chief Astronomer and an assistant officer, and be employed during the winter in preparing for operations in spring.

An experienced army control officer should leave England for San Francisco and Vancouver's Island, not later than June preceding the arrival of the Engineers, to purchase and forward supplies and superintend their storage and preparations for distribution in the following spring.

With regard to commissariat supplies—food, clothing, and general stores—a comparison of detailed price list, furnished for the purpose of this report, by His Honor the Lieutenant Governor of British Columbia, and Her Majesty's Consul at San Francisco, with the experience gained during the operations of the boundary expedition in the North-West Territories, shews that from San Francisco all goods with the exception of clothing, may be obtained most cheaply—clothing may be most economically purchased in England.

The British Columbia market can compete with the United States and England, only in respect of a few unimportant articles which are produced to suit the local climate and the country.

Mules, of which a large number will be required if the line be marked as laid down by the Treaty, have been estimated to cost \$200 each. According to the place of purchase their prices vary from \$100 to \$200 each. The higher rate has been taken to cover transport, deaths, and loss from other causes.

Should the United States scheme of procedure be adopted, or that proposed in this report, mules would be replaced by boats and steam launches, and a large saving in forage, in wages and food, &c., for muleteers and in transport would be effected.

Boats may be most conveniently built at Vancouver's Island. Machinery may be purchased for them either in England or the States.

Staff Commander Pender, R.N., has had great experience of the coast of British Columbia, and would probably be best qualified to give advice with reference to boats suited for the expedition.

Principal depots should be established at Fort Simpson, at the mouth of Portland Channel, and at Fort Yukon where Porcupine River joins the Yukon River, to meet the requirements of the expedition, if the proposed alteration in the Treaty stipulations be not adopted. Should the alteration be approved, no principal depot would be needed at Fort Simpson, but, instead, one would have to be established at the head of navigation, up Lynn Channel. Here too, winter quarters for the party, or a portion of it, might be most conveniently placed.

Additional winter accommodation in the neighborhood of Fort Yukon would be required.

Such written accounts of the Indians of Alaska as have been accessible, tend to show that while they are treacherous and ready to take advantage when success is sure, they are devoid of courage and easily repressed by a firm bearing towards them. It is, however, deemed necessary that arms and ammunition should be provided for every member of the expedition. In 1851, Lieut. Barnard of H.M.S. "Enterprise," and the whole population of Nulato were massacred in the most brutal manner by the Koyukun Indians of Yukon River. The origin of the tragedy was that while at a meal Lieut. Barnard, then a member of a party in search of Sir John Franklin, stated his intention of sending for the chief of the Koyukun tribe to obtain information. The remark was repeated to the chief, who took offence.

Again in 1855, the natives and Creoles of Andreaffsky, at the mouth of the Yukon, massacred the Russians there.

On each occasion the attacked were defenceless.

When Vancouver was exploring in the neighborhood of Portland Channel, the Indians there made an attempt to overpower his party, but upon decided resistance being offered, immediately fled.

These instances are sufficient to indicate the necessity for the observance of precautionary measures to prevent surprise at depots and attacks on isolated parties.

\* \* \* \* \*

(Signed) D. R. CAMERON,  
Magor,  
Her Majesty's Commissioner.

DUFFERIN, Manitoba, 18th February, 1875.

## APPENDIX I.

The proposed strength and pay of the staff of the Commission are as follows:—

## STRENGTH AND DISTRIBUTION.

*Head Quarters.*

1 Commissioner,	1 Surgeon,
1 Secretary,	1 Veterinary Surgeon,
1 Clerk,	1 Geologist and Botanist,
2 Servants,	1 Photographer,
1 Cook,	4 Servants,
6 Boatmen,	1 Cook,
1 Camp foreman,	6 Packers.
4 Indians,	

1.—*Astronomical Party.*

2 Officers,	2 Servants,
1 Computer,	2 Cooks,
1 Sergeant in charge of work,	4 Axemen,
2 Chainmen,	1 Packmaster,
1 Instrument man,	13 Packers,
2 Front picket men,	7 Boatmen,
2 Rear picket men,	1 Herder,
1 Topographer,	

2.—*Surveying Parties—(Each.)*

1 Officer,	1 Servant,
1 Sergeant in charge of work,	2 Cooks,
1 Compass man,	4 Axemen,
1 Instrument man,	1 Packmaster,
2 Chainmen,	11 Packers,
2 Picketmen,	7 Boatmen,
2 Topographers,	1 Herder.

3.—*Commissariat Department.*

1 Commissary,	3 Packmasters,
1 Quartermaster Sergeant,	20 Packers,
8 Dépôtmen,	2 Herders.
3 Butchers,	

4.—*Trail-making Parties.*

1 Sergeant in charge,	1 Packmaster,
10 Axemen,	2 Packers.
1 Cook,	

5.—*Artificers.*

1 Blacksmith,	1 Tailor,
1 Carpenter,	1 Shoemaker,
1 Saddler,	1 Cook.

*Summary of Distribution.*

	Officers.	N.C. Officers.	Sappers.	Civilians.	Indians.
Head Quarters.....	5	.....	4	38	4
Astronomical Party.....	2	1	9	30	.....
2 Surveying Parties.....	2	2	16	54	.....
4 Trail-making Parties...	.....	1	.....	59	.....
Commissariat .....	1	1	.....	36	.....
4 Depôt Parties.....	.....	.....	20	4	.....
Casualties .....	.....	.....	6	5	.....
Total .....	10	5	55	226	4

## SUMMARY OF ESTIMATE OF PAY.

*Officers.*

1 Commissioner .....	\$4,867
1 Secretary .....	1,582
1 Astronomer .....	2,922
1 Assistant Astronomer .....	1,948
1 Surgeon .....	2,000
1 Geologist and Botanist.....	2,000
1 Veterinary Surgeon.....	1,800
1 Commissary.....	2,000
2 Surveyors, \$1,461 each.....	2,922
Per annum.....	<u>\$22,041</u>

*Royal Engineers.*

1 Sergeant Major.....	\$2 00
1 Quartermaster Sergeant .....	2 00
3 Sergeants, \$1.83 $\frac{1}{2}$ each.....	5 50
4 Corporals, \$1.66 $\frac{2}{3}$ each.....	6 66 $\frac{2}{3}$
4 2nd Corporals, \$1.50 each.....	6 00
8 Lance-corporals, \$1.33 $\frac{1}{3}$ each.....	10 66 $\frac{2}{3}$
39 Sappers \$1.16 $\frac{2}{3}$ each .....	45 50
Per day.....	<u>\$78 33<math>\frac{1}{3}</math></u>

DETAIL of Pay of Civilians for one month.

Party.	Servants.	Rate per month.	Amount.	Cooks.	Rate per month.	Amount.	Axemen.	Rate per month.	Amount.	Pack Masters.	Rate per month.	Amount.	Packers.	Rate per month.	Amount.	Herders.	Rate per month.	Amount.	Boatmen.	Rate per month.	Amount.	Depot Men.	Rate per month.	Amount.	Butchers.	Rate per month.	Amount.	Total.	
Astronomical.....	2	40	80	2	40	80	4	45	180	11	125	125	13	60	780	1	30	30	7	40	280							1,555	
2 Surveying.....	2	40	80	4	40	160	8	45	360	2	125	250	22	60	1,320	2	30	60	14	40	560							2,790	
4 Trail-parties.....				4	40	160	40	45	1,800	4	125	500	8	60	480													2,940	
4 Depôts.....				4	40	160																						160	
Commissariat.....										3	125	375	20	60	1,200	2	30	60					8	60	480	3	40	120	2,235
Headquarters.....	6	40	240	6	40	240							6	60	360				12	40	480							1,320	
Headquarters.....	3	60	180	2	75	150	1	60	60	2	40	80																470	
Trail-parties.....							3	60	180																			180	
Casualties.....													5	60	300													300	
Total.....			580			950			2,580			1,330			4,440			150			1,320						480	11,950	

*Summary of Estimate of Expenditure in the field for three years.*

Pay of officers, civil and military .....	\$66,129
“ Detachment Royal Engineers.....	85,776
“ Civilians .....	430,200
Purchase of mules.....	80,000
Winter quarters .....	60,000
Outfit including purchase of instruments .....	34,548
Provisions.....	103,689
Forage .....	142,560
Transport of R. E. Detachment and instruments from England <i>via</i> Victoria to Fort Simpson .....	14,155
Transport of provisions, tools, camp sundries, &c., from San Francisco to Fort Simpson .....	10,000
Sundries and contingencies .....	36,240
	\$1,063,297

Of the above sum \$480,000 would be required in the first year.

*Proposed detail of Parties for the Survey of the Alaska Boundary.*

It is proposed to provide one astronomical party, two surveying parties, one trail making party, and two depôt parties.

The work of the astronomical party will, in the first instance, be limited to the establishment of an observing station at some well known position in Vancouver Island, or the mainland, where the longitude has previously been accurately determined, and connecting this point by repeated transmission of chronometers, with a station chosen near the intersection of the 141st meridian with the coast line, for the purpose of accurately fixing the locality of that intersection. The astronomical party will also be charged with the work of prolonging this meridian line, for such a distance as may be decided on, or for taking independent observations at the intersection of the 141st meridian with the Yukon and Porcupine Rivers.

The surveying parties will be charged with the work of mapping out the country between the coast line and the mountains, and until this map is completed, the position of the boundary to carry out the terms of the Treaty cannot be determined.

I propose for the astronomical party the following detail:—

1 Astronomer, 1 Assistant Astronomer, 1 Computer, 1 Sergeant in charge of work, 2 Chainmen, 1 Instrument man, 2 Front Picket men, 2 Rear Picket men, 1 Topographer, 2 Servants, 2 Cooks, 4 Axemen, 1 Assistant Commissary.

Total—2 Officers, 10 Royal Engineers, 9 Civilians.

*For the Surveying parties.*

No. 1 Party,—1 Officer, 1 Sergeant in charge of work, 1 Compass man, 1 Instrument man, 2 Chainmen, 2 Picket men, 2 Topographers, 1 Assistant Commissary, 1 Servant, 2 Cooks, 4 Axemen.

Total—No. 1 Party—1 Officer, 9 Royal Engineers, 8 Civilians.

“ “ 2 “ 1 “ 9 “ 8 “

*For the Trail-making Party.*

1 Sergeant in charge, 10 Axemen, 1 Cook.

*For the 1st Depot.*

1 Blacksmith, 1 Carpenter, 1 Saddler, 1 Tailor, 1 Shoemaker, 1 Cook.

Total—5 Royal Engineers, 1 Civilian.



*For the 2nd Depot.*

5 Royal Engineers, 1 Civilian.

The transport required to carry on the work on land is estimated as follows:—

*For the Astronomical Party.*

4 Horses (riding), 30 Pack Mules, 6 Packers, 1 Cook.

*For the 1st Survey Party.*

2 Horses (riding) 15 Pack Mules, 3 Packers.

*For the 2nd Survey Party.*

2 Horses, 15 Pack Mules, 3 Packers.

*For the Trail-making Party.*

1 Horse, 10 Pack Mules, 2 Packers.

*For the Commissariat Train.*

2 Horses, 30 Pack Mules, 7 Packers, 1 Cook.

*Recapitulation.*

	Officers.	Sappers.	Civilians.	Horses.	Mules.
1 Astronomical Party.....	2	10	16	4	30
1st Survey Party.....	1	9	11	2	15
2nd " " .....	1	9	11	2	15
Trail " " .....	0	1	13	1	10
Commissariat.....	1	1 (Sergeant)	8	2	30
Casualties .....	0	4	0	0	10
Staff.....	0	1 (Sergt. Maj.)	0	0	0
2 Depôts.....	0	10	2	0	0
	5	45	61	11	110

The detail of the Royal Engineers above proposed would be:—

4 Officers,  
 1 Sergeant Major,  
 1 Quartermaster Sergeant,  
 4 Sergeants,  
 4 Corporals,  
 4 2nd Corporals,  
 4 Lance Corporals.

Total—4 Officers, 45 Non-Commissioned Officers and Men.

I estimate roughly that the cost of carrying on work in Alaska with the above detailed parties would cost about £30,000 per annum, and that the work of defining the boundary at the principal river crossings only could be accomplished in three year's field work and one year's office work.

(Signed) S. ANDERSON, Captain, R.E.,  
 Chief Astronomer, North American Boundary Commission.

Dufferin, Manitoba, 20th May, 1874.  
 Submitted to Captain CAMERON, R.A.,  
 Her Majesty's North American Boundary Commissioner.

Extract from the Journal of the Royal Geographical Society—Volume 39 p. 156—1869.

“Portland Inlet, through the centre of which runs the boundary between the British and lately acquired territory of the United States, has been surveyed and found to extend 11 miles farther north than shown on the old charts. Several new anchorages have also been found and surveyed on the main route between Vancouver’s Island and Fort Simpson, the northern boundary.”

— — —  
The Earl of Dufferin to Sir E. Thornton.

(No. 44)

OTTAWA, 12th April, 1877.

SIR,—I have the honor to transmit herewith, for your information, a copy of a letter and enclosures from Major D. R. Cameron, furnishing an approximate estimate of the cost and of the time required for carrying out the objects of any commission that might be appointed to determine the boundary line between British Columbia and Alaska.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable Sir E. THORNTON, K.C.B.  
&c., &c., &c.

(No. 32.)

WASHINGTON, April 16th, 1877.

MY LORD,—I have the honor to acknowledge the receipt of Your Excellency’s Despatch, No. 44, of the 12th instant, transmitting copy of a letter and enclosures from Major D. R. Cameron, relative to the determination of the Alaska boundary line, and I beg Your Excellency to accept my best thanks for communicating to me the contents of these interesting documents.

I have, &c.,

(Signed) EDWARD THORNTON.

The Earl of DUFFERIN.

— — —  
Sir E. Thornton to the Earl of Dufferin.

(No. 15.)

WASHINGTON, May 5th, 1874.

MY LORD,—I have the honor to transmit herewith copies of a note and of its enclosures which I have received from Mr. Fish, relative to the navigation of the River Stikine.

Your Excellency will perceive that the Secretary of the Treasury of the United States, calls attention to a notice of the Collector of Customs at Victoria, stating that goods destined for Dease Lake *via* the Stikine must pay duties at some port in British Columbia, and indicating particularly for this purpose the Ports of Victoria and Esquimalt, there being no port of entry yet established on the Stikine. American vessels bound for Dease Lake and its vicinity would consequently have to go far out of their way; and as the Secretary of the Treasury thinks, would lose the advantage of the free navigation of the River Stikine stipulated for in the Treaty of Washington.

In compliance therefore with the wish conveyed by the Secretary of the Treasury, I shall feel much obliged if Your Excellency will invite Your Ministers to express their views upon this subject.

I have, &c.,

(Signed) EDWARD THORNTON,

His Excellency

The Earl of DUEFERIN, K.P., K.M.G.

&c., &c., &c.

DEPARTMENT OF STATE,  
WASHINGTON, May 2nd, 1874.

SIR.—I have the honor to transmit herewith, for your information, and that of the Government of the Dominion of Canada, a copy of a letter of the 25th ultimo, from the Acting Secretary of the Treasury, and of its accompanying report of the Collector of Customs at Sitka, Alaska, relating to the transit for foreign merchandize through the territory of Alaska *via* Stikine River to British Columbia.

I have, &c.,

(Signed) HAMILTON FISH.

The Right Honorable

Sir EDWARD THORNTON, K.C.B.

&c., &c., &c.

TREASURY DEPARTMENT,  
WASHINGTON, 25th April, 1874.

SIR.—I have the honor to transmit herewith copy of a Report from the Collector of Customs at Sitka, Alaska, dated the 2nd instant, with its enclosures, relative to the transit of foreign merchandize through the territory of Alaska *via* the Stikine River to British Columbia.

It will be observed that the Collector of Customs at Victoria, B.C., has given notice to the effect that all foreign goods destined for the rivers at Dease Lake, B.C., *via* the Stikine River, must be entered with payment of duties, at some port in British Columbia, the ports of Victoria and Esquimalt being particularly mentioned.

The effect of such regulation will be to require goods shipped from ports of the United States to British Columbia, by the route proposed, to be turned aside from this usual route, and carried to some Canadian port in the south-western portion of British Columbia for payment of duties to the Canadian Government as preliminary to their shipment through the territory of the United States by way of the Stikine River, to their places of destination in British Columbia, on said river.

It thus appears by this regulation certain onerous requirements are imposed upon the trade between the United States and British Columbia, *via* the Stikine River, from which the trade between British ports by the same route is exempt. Unless there may be some law or regulation affecting the domestic commerce between different places in the British possessions requiring British vessels to turn aside from their course to report at Victoria or Esquimalt, or some other port in the vicinity before making the passage of the Stikine River. Upon this latter point this Department has no information.

In the absence of any such corresponding requirements affecting British commerce, the question may be raised whether the order issued by the Canadian Collector at Victoria, which, so far as it applies, establishes a condition precedent to the free navigation of said river for the purposes of commerce, does not work a discrimination

against American commerce in contravention of the provisions of the Treaty of Washington thereby in practical effect depriving the United States of all the benefits supposed to have been acquired under the Treaty of Washington, as regards the free navigation of said river, for the purposes of commerce.

It further appears, however, that the occasion for this order is, that no port on the Stikine River, or on the north coast of British Columbia, in connection with the Stikine River has yet been declared a port of entry by the Government at Ottawa.

In view of the premises, I will thank you to communicate with the British Minister relative to the subject-matter of this communication, inviting an expression of the views of the Government of the Dominion of Canada in relation thereto.

I have the honor, &c.,

(Signed) F. A. SAWYER,  
*Acting Secretary.*

Hon. HAMILTON FISH,  
&c., &c., &c.

CUSTOM HOUSE, SITKA, ALASKA,  
COLLECTOR'S OFFICE, 2nd April, 1874.

SIR,—I have the honor to transmit herewith enclosed printed notice of the Collector of Customs at Victoria, B.C., and copies of letters from the Honorable U. S. Consul at Victoria, B.C., relating to the navigation of the Stikine River by British vessels, and the collection of duties, for your information.

The merchants doing business here frequently make shipments up the Stikine, destined for the mines in British Columbia, and it will be a serious inconvenience to them to visit Victoria for the purpose of making entry of their merchandize.

I learn that it is the intention of masters of foreign vessels to clear direct from Victoria, B.C., for Buck's Bar, B.C., without making entry at the Port of Wrangel. This is in direct conflict with Art. 1, p. 10 of the Regulations, &c., and in case it is permitted by our Government, foreign goods and liquors can be landed with impunity on any of the small islands in American territory without payment of duties.

The Department will bear in mind the mouth of the Stikine is about 6 miles from Wrangel, and if foreign vessels are not required to enter at the Port of Wrangel, I would respectfully recommend that an Inspector be appointed and stationed at the mouth of the river with a boat and crew, for the purpose of intercepting and inspecting all foreign vessels, satisfying himself that their cargoes agree with their manifests.

I have instructed the Deputy at Wrangel to act upon his present instructions, and provided him with copy of Art. 1 Treaty of Washington, enclosed in your letter under date of December 9th, 1873.

I am, &c.,

(Signed) WILIE CHAPMAN,  
*Collector.*

Honorable W. A. RICHARDSON,  
Secretary of the Treasury,  
Washington, D.C.

GOVERNMENT NOTICE.

The Collector of Customs thinks it right to give public notice that no port on the Stikine River, or on the north coast of British Columbia in connection with the

Stikine River, has yet been declared a port of entry by the Government at Ottawa, and that under these circumstances, and until orders to the contrary are issued by the Government, all foreign goods intended for the mines at Dease Lake and its neighbourhood must be entered, and duty on them collected at one of the existing ports of entry in British Columbia.

Every facility will be given for passing such goods, as in other cases, at Victoria or Esquimalt; on foreign goods already passed up north coast and intended for these mines, duty will be collected at the boundary post or at Buck's Bar, and on payment of duty they will be allowed to be taken for consumption into British Columbia.

(Signed) W. HAMLEY.

Custom House,

Victoria, March 14th, 1874.

CONSULATE OF THE UNITED STATES,  
VICTORIA, B.C., 16th March, 1874.

I have the honor herewith to enclose copy of a notice published in the Victoria papers, by authority of the Collector of this Port, respecting the entry and collection of duties on foreign merchandize intended for the new mines on the Stikeen River, British Columbia.

The enforcement of this regulation must affect shippers of merchandize intended for these mines at your port, you may therefore find this information important and necessary to give it publicity for the benefit of the merchants and others at Sitka, Alaska.

I am, &c.,

(Signed) D. ECKSTEIN,  
*United States Consul.*

HON. WILIE CHAPMAN, Collector,  
Sitka, Alaska.

CONSULATE OF THE UNITED STATES,  
VICTORIA, B.C., 20th March, 1874.

DEAR SIR,—I deem it my duty to acquaint you with certain facts connected with the present and anticipated communication and business between this port and Buck's Bar, B.C., *via* Fort Wrangel and the Stikeen River in United States Territory.

There are now being built here or fitted out three small steamers intended carrying supplies from the mouth of the river beyond the boundary.

The owners or parties interested in them are under the impression that they can go with these steamers, with or without cargoes, from any port in this Province up the Stikeen River through our Territory to British Columbia, without at any time entering or clearing, calling or reporting either at Sitka or Fort Wrangel.

They claim that by the late Treaty of Washington this privilege is conceded to them; I am myself altogether of a contrary opinion.

You would oblige me very much by informing me, by return of mail, what are the laws or regulations in force which govern such cases at the present time, and whether our Government has adopted any new regulations under which the subjects of Great Britain have the free use of said river for purposes of commerce and free navigation.

As to the late regulations adopted by the Custom House authorities here, and having reference to the free importation of foreign merchandize intended for the mines at Dease Lake. I have to refer you to my letter of the 16th instant, and to the notice of the Collector at Victoria.

I am, &c.,

(Signed) D. ECKSTEIN,  
*United States Consul.*

W. CHAPMAN, Esq., Collector,  
Sitka, Alaska.

(No. 30.)

*The Earl of Dufferin to Her Majesty's Charge d'Affaires.*

OTTAWA, 20th July, 1874.

SIR,—With reference to Sir E. Thornton's despatch, No. 15, of the 5th of May last, I have the honor to enclose, for the information of the Secretary of the Treasury of the United States, copy of a Report of Council, and a Report from the Customs Department on the subject of the collection of duties, on goods entering British Columbia *via* the Stikine River.

I have, &amp;c.,

(Signed) DUFFERIN.

R. G. WATSON, Esq.,  
Charge d'Affaires,  
Washington.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 18th July, 1874.

The Committee of the Privy Council have had under consideration the despatch dated 5th May, 1874, and accompanying correspondence from Her Majesty's Minister at Washington, having reference to a notice issued by the Collector of Customs at Victoria, B.C., whereby goods destined for Dease's Lake, *via* the Stikine River, are required to pay duties at Victoria or Esquimalt, and to the inconvenience to which American vessels would be thereby subjected.

They have also laid before them the annexed Report, dated 4th June, 1874, from the Hon. the Minister of Customs, to whom the above despatch and correspondence were referred, and they respectfully submit their concurrence in the said Report, and advise that it be communicated by Your Excellency to Sir Edward Thornton.

Certified.

W. A. HIMSWORTH,  
*Clerk, Privy Council.*

CUSTOMS DEPARTMENT,  
OTTAWA, 4th June, 1874.

The undersigned Minister of Customs has the honor to submit for the consideration of His Excellency the Governor General in Council, the following memoranda on the subject of the accompanying correspondence respecting navigation of the Stikine River, and the collection of the revenue in the adjacent territory, referred by His Lordship to the Hon. the Privy Council, and by that body referred to the undersigned, and as the despatch of the Acting-Secretary of the Treasury, of 25th April last, addressed to the Hon. Hamilton Fish, contains a clear statement of the substance of the whole correspondence, he begs leave to remark thereupon:—

The Acting-Secretary of the Treasury says: "It will be observed that the Collector of Customs at Victoria, B.C., has given notice to the effect that all foreign goods destined for the mines at Dease Lake, B.C., *via* the Stikine River, must be entered for payment of duties at some port in British Columbia, the ports of Victoria and Esquimalt being particularly mentioned," and remarks thereupon "that the effect of such regulation will be to require goods shipped from ports in the United States to British Columbia, by the route proposed, to be turned aside from their usual route and carried to some Canadian port in the south-western portion of British Columbia, for payment of duties to the Canadian Government as preliminary to their shipment through the territory of the United States by way of the Stikine River, &c., &c."

and from these premises the Acting-Secretary proceeds to argue that certain onerous requirements are imposed upon the trade of the United States in connection with the trade on the Stikine River, which will not affect the domestic commerce of the Dominion.

To this the undersigned begs to reply that the notice of the Collector applies equally to all vessels, whether Canadian or foreign, sailing from any port other than those named, and was only intended to secure the due collection of the Dominion revenue pending the establishment of a port of entry at some convenient point on the Stikine River, and a perusal of the order of the Collector will be sufficient to show that it applies equally to British or Canadian vessels having dutiable goods on board for the territory named, as to those of the United States.

The Acting-Secretary further raises the question, whether this order of the Collector of Victoria, in its effects, "does not work a discrimination against American commerce in contravention of the provisions of the Treaty of Washington, thereby, in practical effect, depriving the United States of all the benefits supposed to have been acquired under the Treaty of Washington as regards the free navigation of said river." It may be admitted that vessels plying between the Port of Wrangel and the upper waters of the Stikine River would be placed at a disadvantage if obliged to proceed first to Victoria or Esquimalt, but the following extract of a letter from the Collector at Victoria, will show that means have already been taken to prevent the possibility of any such inconvenience.

The collector writes under date, 22nd April last. "By the steamer, yesterday, I sent Mr. Hunter (who has been employed at Esquimalt) to Fort Wrangel, with directions to make the best of his way to the boundary as soon as the river is open and boats begin to run, which will probably be in about a week or ten days after his arrival at Wrangel.

"I have told him if people are willing to pay their duties at Wrangel, on goods intended for the mines, to collect them there, otherwise to take account of them as well as he may be able, and to collect the duties when the goods pass up the river."

The undersigned has the honor in conclusion to state, that as soon as a report expected from the gentleman, sent to the boundary by the Collector of Victoria, pointing out the proper locality for a Customs establishment on the Stikine River, is received, a port of entry will be organized and all necessary facilities afforded for the purpose of commerce in that region.

(Signed) ISAAC BURPEE.

(No. 4.)

*Mr. R. G. Watson to the Earl of Dufferin.*

NEWPORT, R. I., 30th July, 1874.

MY LORD,—I have the honor to thank Your Excellency for the copies of the Report of Council and the Report from the Customs Department, which formed the inclosure to your despatch No. 30, on the 20th instant.

I have transmitted them to the Secretary of State for the information of the Secretary of the Treasury.

I have, &c., &c.

(Signed) R. G. WATSON.

His Excellency The Right Honorable  
The EARL OF DUFFERIN, K.P.  
&c., &c., &c.

(No. 6.)

NEWPORT, R.I., 22nd August, 1874.

MY LORD,—With reference to Your Excellency's despatch to me, No. 30, of the 20th July last, in which was enclosed a Report of the Customs Department regarding the Stikine River, I have the honor to transmit herewith, for the information of Your Excellency's Government, a copy of a further note, together with its enclosures, which I have received from Mr. Fish on the subject.

I have, &amp;c.,

(Signed) R. G. WATSON.

The Earl of DUFFERIN, K.P.

*Mr. Fish to Mr. Watson.*DEPARTMENT OF STATE,  
WASHINGTON, 18th August, 1874.

SIR,—Referring to your communication of the 30th ultimo, in relation to the complaint which reached this Department through the Secretary of the Treasury, and which formed the subject of my note of the 2nd May last, I have the honor to transmit a copy of a letter of the 12th instant from the Secretary of the Treasury, and of the petition which accompanied it, from which it appears that the impediment to American trade with British Columbia, by way of the Stikine River has not been removed by the location of a British customs officer at the boundary line between the two countries on that river; as he requires that all goods intended to be introduced within the British jurisdiction there shall first be cleared at Victoria.

The Department was encouraged by the statements contained in the Report of the Customs Department, and approved in the Report of the Council of Canada, copy of which accompanied your note of the 30th ultimo, to believe that this state of things would end with the location of a British customs officer on the Stikine, who would be authorized to collect the duties on the spot without the inconvenient and burdensome conditions complained of; and it is hoped that steps may be taken which will secure that result at the earliest practical period.

I have, &amp;c.,

(Signed) HAMILTON FISH.

R. G. WATSON, Esq.,  
&c., &c.,*The Treasury Department to Mr. Fish.*TREASURY DEPARTMENT,  
WASHINGTON, D.C., 12th August, 1874.

SIR,—I have the honor to transmit herewith, for such action as you may deem proper, a petition from certain citizens of the United States, doing business at Wrangel, Alaska, in which they complain of the action of the Canadian officer stationed on the boundary the line at Stikine River, in preventing them from taking goods into British Territory, unless such goods have been previously cleared at the Port of Victoria, in British Columbia.

I am, &amp;c.,

(Signed) B. H. BRISTOW,  
*Secretary.*The Hon. HAMILTON FISH,  
&c., &c., &c.



We the undersigned citizens of the United States, doing business at Fort Wrangel, Alaska, feeling ourselves aggrieved at the action of the Canadian authorities at the boundary line on the Stikine River, respectfully set forth the following facts:—

Wrangel is located near the mouth of the above named stream, and is the point that all goods destined for the Upper Stikine River are transhipped, and where the United States Government (to facilitate trade and accommodate persons of all nations, who might wish to navigate or do business on said river, eighty miles of which is in the Territory of Alaska) have established a Custom House under the charge of a Deputy Collector, and have at all proper times cleared vessels and goods belonging to citizens of Canada and others.

On the other hand, the Dominion or Canadian Government has placed an Inspector of Customs at the boundary line on said river, and actually refuse to pass any goods unless they are first cleared at the Port of Victoria (a distance of 700 miles from this point), and have seized and now keep in their possession valuable and perishable goods belonging to merchants of this place, the most valuable of which were purchased prior to May 1st, 1874, and before any order on the subject of the Customs were promulgated at the Port of Victoria.

These grievances have been borne by us heretofore with great patience, as we have been told from time to time that they would soon be remedied as soon as orders could come from the Canadian Government at Ottawa; the time has now arrived when we can no longer keep quiet; justice to our country and to ourselves compel us to speak and respectfully ask of you, whom we are convinced to be the proper person, to lay the matter before our Government.

Respectfully,

(Signed)	WILLIAM KING LEAR, Merchant.	
"	BENJAMIN COLES,	"
"	B. BUNSTER,	"
"	G. DAVIDSON,	"
"	L. H. OUIMETTE,	"
"	CHARLES BROWN,	"
"	LEON GOLDEZON,	"
"	BARNELL W. PYLE,	"
"	JOHN C. CURRY,	"
"	DAVID MARTIN.	"

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 28th August, 1874.

MY LORD,—With reference to your Lordship's despatch of the 9th June, transmitting a copy of a despatch received through the Foreign Office from the British Minister at Washington, forwarding communications from the United States Government relative to the navigation of the River Stikine in Alaska and British Columbia. I have the honor to inclose, for your Lordship's information, a copy of a despatch which I addressed to Her Majesty's Charge d'Affaires in answer to a communication which I had received from Sir E. Thornton, of a Report of the Privy Council of Canada, and a despatch from Mr. Watson, acknowledging the receipt of these papers, and stating that he had forwarded them for the information of the United States Government. The Minute of my Council contains a full report of the measures taken for the establishment of a port of entry on the Stikine River, and for the

prevention of the apprehended inconveniences to American vessels in the collection of duties on goods entering British territory.

I have, &c., &c.,

(Signed) DUFFERIN.

The Right Honorable  
The EARL OF CARNARVON.  
&c. &c. &c.

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*The Earl of Dufferin to Her Majesty's Charge d'Affaires.*

(No. 39.)

OTTAWA, 24th September, 1874.

SIR,—With reference to your despatch, No. 6, of August 22nd, I have the honor to enclose a copy of a Minute of Council, from which it will be perceived that instructions have been given to the Collector of Customs at the boundary line on the Stikine River, with the view of meeting the complaints preferred by American citizens respecting the entry of foreign goods at that place, and I have to request that you will be good enough to communicate this report to Mr. Fish.

I have, &c.,

(Signed) DUFFERIN.

R. G. WATSON, Esq.,  
Her Majesty's Charge d'Affaires,  
Washington.

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*Copy of a Report of a Committee of the Honorable the Privy Council, approved by  
Excellency the Governor General in Council on the 22nd September, 1874.*

On a communication from Mr. R. G. Watson, Her Majesty's Charge d'Affaires at Washington, with enclosures, referring to the question of the collection of Canadian Customs duties at the boundary line on the Stikeen River, British Columbia;

The Hon. the Minister of Customs, to whom this communication with enclosures has been referred, reports that the difficulties complained of in the memorial of certain citizens of the United States, doing business at Fort Wrangel no longer exist, instructions having been sent on the 1st August last by telegraph to the Collector of Customs at Victoria, British Columbia, to authorize the officer of Customs stationed at the said boundary, to permit the importation of foreign goods and accept the Canadian Customs duties in the usual manner, and the said Collector at Victoria has advised the Department that the instructions had been immediately forwarded as directed.

The Committee advise that a copy of this minute be transmitted to Mr. Watson for the information of the Government of the United States.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 24th September, 1874.

MY LORD,—With reference to my despatch of the 28th August, I have the honor to inclose copies of a further correspondence with Her Majesty's Minister at Washington, respecting the collection of duties on foreign goods entering British Columbia by the Stikine River.

I have, &amp;c.,

(Signed) DUFFERIN.

The Right Honorable  
The EARL OF CARNARVON  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

DOWNING STREET, 14th October, 1874.

MY LORD,—I have the honour to acknowledge the receipt of your Lordship's despatch, of the 24th ultimo, inclosing copies of further correspondence with Her Majesty's Minister at Washington, respecting the collection of duties on foreign goods entering British Columbia by the Stikine River.

I have, &amp;c.,

(Signed) CARNARVON.

Governor General The Right Honorable  
The EARL OF DUFFERIN, K.P. K.C.B.,  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada.—No. 251.)

DOWNING STREET, 22nd October, 1875.

MY LORD,—I have the honor to transmit to Your Lordship a copy of a despatch from Her Majesty's Minister at Washington, reporting a conversation with Mr. Fish respecting the settlement of some British subjects at a point near the Stikine River, alleged by American officers to be within the United States territory and below the British Custom House, which is also stated to be within the United States boundary.

In view of the circumstances represented by Mr. Fish, it appears to Her Majesty's Government desirable that an officer should be sent by your Government or by the Provincial Government of British Columbia, to ascertain whether the settlement alluded to and the British Custom House are within British territory.

I should be glad to be informed whether your Government are prepared to take this course.

I have, &amp;c.,

(Signed) CARNARVON.

Governor General The Right Honorable  
The EARL OF DUFFERIN, K.P., K.C.B.  
&c., &c., &c.

*Sir E. Thornton to the Earl of Derby.*

WASHINGTON, 27th September, 1875.

MY LORD,—During an interview with Mr. Fish, on the 23rd instant, he read me a couple of letters which had been received from the United States Collector of Customs at Sitka, in Alaska, in which the Collector states that a party of British subjects had settled near the bank of the River Stikine, at a point which they declared was within the territory of British Columbia, but which American officers on the spot believed and asserted to be within the territory of the United States. The point was stated to be below the British Custom House on the Stikine, which Custom House was also supposed to be within the United States territory, that is, within the ten marine leagues from the coast at which the boundary should be in accordance with the provisions of the 4th Article of the convention of February 23th, 1825, between Great Britain and Russia.

The Collector's letter further stated that the British Deputy Collector on the Stikine had given his opinion that the new settlement was within United States territory, and it added that the settlers were laying out the plan of a town, and that it was said that they had applied to the Government of British Columbia for titles to the land.

Mr. Fish asked what I thought could be done to settle the question of jurisdiction. I replied that the occurrence went to prove the wisdom of the recommendation of Her Majesty's Government that no time should be lost in laying down the boundary between the two territories. As it was, I could see no way of deciding the question except by sending officers, on behalf of each country, to take observations and determine on whose territory the new settlers had established themselves. I observed that when the question of laying down the boundary was discussed about two years ago, it was suggested that if the whole survey could not be made, the points where the territories met could be fixed on the rivers which run through both of them.

Mr. Fish replied that even for this partial survey he feared that it would be difficult to obtain the necessary grant during the next session of Congress, but he suggested that as the weight of evidence seemed at present to be in favour of the point in question being in United States territory, the settlers should be called upon to suspend operations for the present and until the question of territory could be decided.

Upon this subject Her Majesty's Government will no doubt take such steps as it may deem expedient. During the winter nothing can be done by the settlers, but as it is supposed that they have been attracted to that country by the supposed existence of large quantities of silver and gold, it is not likely that they will refrain from visiting the ground as soon as the season will allow them to work.

I have, &c.,

(Signed) E. THORNTON.

The Right Honorable  
The EARL OF DERBY.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 24th November, 1875.

MY LORD,—With reference to Your Lordship's despatch, No. 251, of the 22nd October last, respecting the occupation by British subjects of territory near the Stikine River, alleged to be within the United States, I have the honor to enclose herewith a Report of my Privy Council, from which Your Lordship will learn that my Ministers, recognizing the advisability of a more expeditious settlement of the matter than would appear possible were the point in dispute left to be decided with

the larger question of the Alaska boundary in which it is embraced, recommend that measures for securing such a settlement should be concerted between Her Majesty's Government and the Government of the United States with as little delay as possible.

I have forwarded a copy of this report to Her Majesty's Minister at Washington.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
The Earl of Carnarvon,  
&c., &c., &c.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 23rd November, 1875.*

The Committee of Council have had under consideration the despatch of the Right Honorable the Earl of Carnarvon to His Excellency the Governor General, transmitting a copy of a despatch from Her Majesty's Minister at Washington on the subject of a settlement lately made by British subjects "at a point near the Stikine River, alleged by American officers to be within United States territory and below the British Custom House, which is also stated to be within the United States boundary."

In the discussion of this subject between Sir Edward Thornton and Mr. Fish, the latter suggested, that as the weight of the evidence seemed at present to be in favor of the point in question being in United States territory, the settlers should be called upon to suspend operations for the present and until the question of territory could be decided.

In view of the circumstances represented by Mr. Fish, Her Majesty's Government deemed it desirable that an officer should be sent by the Government of Canada or of British Columbia to ascertain whether the settlement alluded to, and the British Custom House, are within British territory.

From the terms of the Treaty defining the International boundary between Alaska and the British possessions, that portion of it extending from the 56th degree of north latitude to the point where it intersects the 141st degree of west longitude, follows the summits of the mountains which extend in a direction parallel to the coast, and, should these summits prove to be more than ten marine leagues from the ocean, the line shall then be parallel to the windings of the coast, and shall never exceed a distance of ten (10) marine leagues therefrom.

The Stikine River intersects the international boundary, in the vicinity of the 57th degree of north latitude, with so intricate a basis for determining the true line, it appears to the Committee that a satisfactory solution of the question can only be arrived at by accurately defining the point where the boundary intersects the Stikine River, and as settlements are likely to increase along the banks of that river, it seems to be obviously in the interests of both countries that the true line should be defined at this point without further delay.

The necessity for marking the boundary in other localities is not immediately pressing, but it is undoubtedly in the interests of both nations to encourage the settlement and development of the country in the vicinity of the Stikine, and the cost of ascertaining the point where the boundary intersects that river cannot be so serious as to warrant its postponement to an indefinite period.

The Committee would therefore recommend that the United States Government be invited to join with the British Government in fixing the boundary at the single point indicated, and that a copy of this minute, if approved by Your Excellency, be transmitted to the Right Honorable the Earl of Carnarvon, with the request that should the suggestion herein contained meet with the approbation of Her Majesty's

Government, the subject may be again brought under the notice of the United States Government, with the hope that it may be favourable entertained.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

DEPARTMENT OF THE SECRETARY OF STATE,  
13th November, 1876.

SIR,—I have the honor to transmit to you herewith an extract from a letter addressed to the Honorable the Minister of Public Works by the Honorable Mr. Justice Gray, relative to the necessity of some arrangement by which criminals may be transported from Cassiar through the Alaska territory to the penitentiary or other place of imprisonment at Victoria, Westminster or elsewhere in British Columbia; and to request that the views of your Government on the subject may be obtained and communicated at the earliest possible moment for the consideration of His Excellency the Governor General.

I have also to request that I may be furnished immediately with a full report of the trial referred to by Mr. Justice Gray, which is to take place this month.

I have, &c.,

(Signed) R. W. SCOTT,

To His Honor  
The Lieutenant Governor of British Columbia,  
Victoria.

*Extract from letter of Mr. Justice Gray, of Victoria, B.C., dated 16th October, 1876  
addressed to the Honorable Alexander Mackenzie.*

"I have the honor to enclose the substance of some observations resulting from the late Cassiar Assizes held by me, which, as affecting the interests of the Dominion, on my return I addressed to Mr. Richards, the Lieutenant Governor of this Province, for information of the Government at Ottawa; but which, after consideration, he thought it advisable I should send direct to yourself.

"They arise entirely out of the question of international right in the Alaska territory.

"The first as to the necessity of some arrangement by which criminals may be transported from Cassiar through that territory to the penitentiary or other places of imprisonment at Victoria, Westminster, or elsewhere.

"Except by the Stikine, fifteen miles of which, near the mouth, will, undoubtedly, be in American territory, even after the settlement of the boundary line, but thirty miles of which is now treated as within the colonial line, there is, at present, no mode of communication other than through 600 miles of unbroken forest, rendering the transportation of a criminal almost an impossibility. A question has already arisen from an attempt at escape, and a murderous assault made on the constable, having been in charge, by a prisoner sentenced at the late assize, while *in transitu* within the thirty miles near the mouth, upon the ground of its being American territory and he being an American citizen. Many desperate American characters collect at the mines. They are thoroughly aware that they cannot be sent to a place of punishment except by passing through this territory, and the administration of justice will practically cease in that gold-producing district unless the right of transit is maintained or secured.

"The original right of free navigation under the Russian Convention, 1825, may perhaps be considered as restricted by the terms used in the Alabama Treaty, limiting the navigation to the purposes of commerce only.

"I express no opinion on this point, as it will come up on the prisoner's trial in November next for the assault before mentioned."

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*Sir E. Thornton to the Earl of Dufferin.*

(No. 36.)

WASHINGTON, 6th November, 1876.

MY LORD.—I have the honor to submit herewith to Your Excellency copy of a note addressed to me by Mr. Fish, relative to one Peter Martin, who is stated to have assaulted one of two constables who were in charge of him within the territory of the United States, for which offence it is supposed that he will be committed in British Columbia, and that a true bill will be found against him by the grand jury.

Mr. Fish seems to be of opinion that, as the offence was committed within the jurisdiction of the United States, Martin ought not to be tried for it, but should be set at liberty.

I shall feel obliged if Your Excellency will cause enquiries to be made into the matter, and such steps taken as may be proper.

I have, &c.,

(Signed) EDWARD THORNTON.

His Excellency

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.

&c.,                      &c.,                      &c.

— — —

*Mr. Fish to Sir E. Thornton.*

(Copy.)

DEPARTMENT OF STATE,

WASHINGTON, 2nd November, 1876.

SIR,—I have the honor to invite your attention to a case which has recently been reported to this Department by the Consul of the United States at Victoria, British Columbia.

It appears that one Peter Martin, who is said to be a naturalized citizen of the United States, and formerly a resident of Washington Territory, was, on the 6th of September last, tried before the Court of Assizes, held at Laketon, Cassiar, Province of British Columbia, upon true bills found by the grand jury, alleging assault upon an officer in the execution of his duty, prison breach and escape from custody; he was found guilty and sentenced to fifteen months imprisonment in the jail at Victoria. The prisoner was in the custody of constables, and the route travelled through Alaska, was by canoe *via* Stikine River. On the 12th of September they made a landing at a point on that river, only a few miles from its mouth, within the territory of Alaska, for the purpose of cooking food; while thus engaged, the prisoner, although manacled, by some means obtained possession of a loaded shot-gun and made a deadly assault upon Francis Beegan, one of the constables, at whose hands it is alleged the prisoner had suffered indignities. He was, however, overpowered, and at once conveyed to Wrangel Harbour, where he was placed on board the British steamer *Grappler* and taken to Victoria.

It further appears, from what has been intimated to the Consul, that Martin will be fully committed for this assault, and that his case will be given to the grand jury, when a true bill will most likely be found against him, and that the case will then come up in the Supreme Court sometime during the present month.

From the facts presented in this case, it is suggested that the person in question should not be tried for the offence with which he is charged, it having been committed, as is reported, within the jurisdiction of the United States, and that such being the case he should be set at liberty.

I will, therefore, thank you, at your early convenience, to call the attention of Her Majesty's proper authorities to the matter, in order that a thorough examination of the facts in the case may be made.

I have &c.,

(Signed) HAMILTON FISH.

The Right Honorable  
Sir E. THORNTON, K.C.B.  
&c., &c., &c.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 40.)

OTTAWA, 10th November, 1876.

SIR,—I have the honor to acknowledge the receipt of your despatch, No. 36, of the 6th instant, submitting a copy of a letter from the Secretary of State of the United States, relative to one Peter Martin who is stated to have committed an assault on constables who were in charge of him, within the jurisdiction of the United States, for which offence it is supposed he will be tried in the Province of British Columbia.

In reply, I beg to acquaint you that I have directed enquiries to be made into the circumstances of the case, the result of which will be communicated to you for the information of Mr. Fish.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B..  
&c., &c., &c.,

DEPARTMENT OF SECRETARY OF STATE,

15th November, 1876.

SIR,—I have the honor to transmit to you herewith, a copy of a despatch from Her Majesty's Minister at Washington, and of the note of the Secretary of State of the United States therein referred to, relative to one Peter Martin, said to be a naturalized citizen of the United States, against whom proceedings are alleged to have been, or to be, taken in British Columbia in respect of a crime committed within the territory of the United States.

As the administration of Justice rests with the local authorities, it seems proper that these allegations contained in these documents should be presented for the consideration of Your Government, and I have to request that they may make and transmit to me for the information of His Excellency the Governor General, such observations thereon as may occur to them.

I have also to request that I may be furnished with a full report on the proceedings which have taken place, and which may hereafter take place in reference to this matter.

I have, &c.,

(Signed) R. W. SCOTT.

To His Honor  
The Lieutenant Governor of British Columbia,  
Victoria.



(No. 47.)

*The Earl of Dufferin to Sir E. Thornton.*

OTTAWA, 25th November, 1876.

SIR,—With reference to previous correspondence on the subject of the determination of the boundary line between British Columbia and Alaska, I have the honor to enclose herewith, for your information, a copy of a Minute of my Privy Council, a duplicate of which I am transmitting to the Earl of Carnarvon.

I have, &amp;c.,

(Signed) DUFFERIN.

The Right Honorable

Sir E. THORNTON, K.C.B.,  
&c., &c., &c.*The Earl of Dufferin to the Earl of Carnarvon.*

(No. 257.)

OTTAWA, 25th November, 1876.

MY LORD,—I have the honor to enclose herewith a copy of a Minute of my Privy Council, from which your Lordship will learn that my Ministers are anxious that immediate steps should be taken for the protection of the rights of British settlers at a point on the Stikine River, and for the commencement of proceedings to settle the matter in dispute.

I have, &amp;c.,

(Signed) DUFFERIN.

The Right Honorable

The EARL OF CARNARVON,  
&c., &c., &c.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st November, 1876.

The Committee of the Privy Council have given their attentive consideration to the memorandum hereunto annexed, from the Honorable Mr. Mackenzie, having reference to the desirability of having a complete or partial determination of the boundary line between British Columbia and Alaska, and they respectfully submit their concurrence therein, and advise that a copy thereof, and of this Minute, be transmitted to the Right Honorable Her Majesty's Secretary of State for the Colonies.

Certified.

(Signed) W. A. HIMSWORTH.  
Clerk, Privy Council.

The Honorable

The Minister of the Interior,  
&c., &c., &c.

(Memorandum.)

The undersigned begs to state, for the information of Council, that, notwithstanding every effort which has been made by the Canadian Government to obtain a complete, or even partial, designation of the boundary line between Alaska and British Columbia, that question still remains undealt with in consequence of the

refusal of the United States Government to take the measures necessary for appointing a Joint Commission.

An Order in Council was passed, on the 20th September, 1872, calling attention to the representations of the Legislative Assembly of British Columbia on this question, and praying that Her Majesty's Government would take the necessary steps to have the boundary determined and marked.

In a letter, addressed by the Under Secretary of State for the Colonies to the Foreign Office, under date of the 14th October, 1872, Lord Kimberley expresses his concurrence in the desirability of having the boundary established.

Sir Edward Thornton, in a despatch dated November 18th, 1872, reported the result of his communication with Mr. Fish, the Secretary of State at Washington, and stated, that while Mr. Fish was perfectly satisfied of the expediency of such a measure, he felt Congress would be unwilling to grant the necessary funds for the purpose. In the same despatch, Sir Edward Thornton stated that he had again seen Mr. Fish, two days afterwards, and had been informed by him that he had talked over the matter with the President, who was so impressed with the advantage of having the boundary laid down at once, that he had expressed himself as disposed to recommend Congress in his next message, at its opening, that he should be authorized to appoint a Commission for that purpose.

In a subsequent despatch, dated November 25th, 1872, Sir Edward Thornton stated that Mr. Fish had informed him, on the 22nd of that month, that the President had determined to recommend in his Message to Congress, at its opening, that he should be authorized to appoint a Commission on the part of the United States for laying down this boundary in concert with a Commission appointed by Her Majesty's Government.

The Canadian Government, on the 27th January, 1873, passed an Order in Council informing Her Majesty's Government that Canada would bear half of the British expenditure to be incurred, in accordance with the suggestion which had been made by the Colonial Office.

On the 23rd December, 1872, Sir E. Thornton transmitted copies of a Bill which had been submitted to the House of Representatives for the appointment of such a Commission; but on February 15th, 1873, Sir E. Thornton again wrote that Mr. Fish had informed him, in the presence of Admiral Prévost, three days before, that he had received from the Engineering Department a detailed report of the estimated expenditure of the survey on the part of the United States, and of the time it would occupy, and that the cost was estimated at about one and a half million of dollars, and that the survey could not be completed in less than nine years; that Mr. Fish had further stated that the Department had expressed the opinion that under the present circumstances of the two countries it would be quite sufficient to decide on some particular points, and the principal of these, they suggested, should be the head of the Portland Canal; the points where the boundary line crosses the Rivers Short, Stickeen, Taku, Iselcat and Chelbraht, Mount Elias and the points where the 141st degree of west longitude crosses the Rivers Yukon and Porcupine; that Mr. Fish had also stated that the Engineering Department had expressed the opinion that the determination of these points alone would occupy three years in the field, besides one year in the office, and would involve an outlay by the United States of half a million dollars; and that Mr. Fish had added, that he believed it would be impossible for Congress, during the then Session, to take into consideration the Bill mentioned, on account of the pressure of important business, and that he even doubted whether Congress would ever be induced to vote so large a sum as was deemed necessary to lay down the boundary, and hardly the amount required to carry out his second suggestion.

On the 19th March, 1873, Lord Kimberley transmitted a letter from the Foreign Office commenting upon the above communication from Mr. Fish, and suggesting that an estimate should be procured, from reliable authorities, of the probable cost and the time required for carrying out the objects of the Commission.

The Canadian Government, on December 5th, 1873, passed a Minute of Council, directing Captain Cameron, the Commissioner of the North-Western Boundary, to pre-

pare and transmit an estimate. Captain Cameron solicited, for this purpose, copies of the maps accompanying the negotiations of the treaty of 1825 between Russia and Great Britain, and also the letter of the Engineering Department of the United States, referred to by Mr. Fish.

Lord Tenterden, Under Secretary for Foreign Affairs, in a letter dated January 29th, 1874, informed the Colonial Office that copies of the documents required had been sent to Captain Cameron, through Her Majesty's Legation at Washington; and that Sir Edward Thornton had been instructed to ask the United States Government if they had any objections to furnish a copy of the report referred to as drawn up by the Engineering Department.

No further action appears to have been taken in the matter by either Governments, until October, 1875, when, on the 22nd of that month, Lord Carnarvon called the attention of His Excellency the Governor General to a despatch from Her Majesty's Minister at Washington, reporting a conversation had with Mr. Fish, in which Mr. Fish complained of the settlement of British subjects at a point on the Stickeen River, claimed by the United States officials to be within United States territory; and that Mr. Fish had asked Sir Edward Thornton what he thought could be done to settle the question of jurisdiction. Sir Edward Thornton had replied that the occurrence referred to proved the wisdom of the recommendation of Her Majesty's Government that no time should be lost in laying down the boundary between the two territories; and that he could see no way of deciding the question except by sending officers, on behalf of each country, to take observations and determine on whose territory the new settlers had established themselves; observing further, that when the question of laying down the boundary was discussed two years before, it was suggested by Mr. Fish himself that, if the whole survey could not be made, the points where the territories met could be fixed on the rivers which ran through both of them.

Mr. Fish had not disputed the wisdom of this opinion, or the statement of fact, but had again expressed his fear that it would be difficult to obtain the necessary grant during the next Session of Congress, and had suggested that, as the weight of evidence seemed, at present, to be in favor of the point in question being within United States territory, the settlers should be called upon to suspend operations for the present until the question of territory could be decided.

On the 23rd November, 1875, a Minute of Council was passed referring to these communications between Mr. Fish and the British Minister at Washington, in which it was stated that the necessity for marking the boundary in other localities than the Stickeen was not immediately pressing, but that it was undoubtedly in the interest of both nations to encourage settlement and development in the vicinity of the Stickeen, and that the cost of ascertaining the point where the boundary intersects that river could not be so serious as to warrant its postponement to an indefinite period; and, further, recommending that the United States Government be again invited to join with the British Government in fixing the boundary at the single point indicated.

On the 29th November, 1875, Sir Edward Thornton acknowledged the receipt of the Minute of the 23rd of that month, and stated that he would await instructions from Her Majesty's Government before again calling the attention of the United States Government to the subject.

On the 17th February, 1876, Lord Carnarvon transmitted a copy of a letter from Sir Edward Thornton, dated 24th January, 1876, in which Sir Edward Thornton informed His Lordship that he had again urged upon Mr. Fish the expediency of the Alaska boundary line being surveyed, and finally settled by an International Commission, or, at least, of deciding upon the point where the boundary meets the Stickeen River, and that Mr. Fish had replied that neither of these matters could be carried out without a very great outlay for the whole boundary, and some expense for the single point on the Stickeen, and had further declared his conviction that at that moment it would be useless to apply to Congress for any amount whatever for such purpose.

No further effort appears to have been made by the United States Government to comply with the reasonable requests made by the Imperial and Canadian Governments, but the subjoined report from a Dominion official in British Columbia, shows that specific instructions have been issued by the Secretary of the Treasury, at Washington, to a local officer, which, if carried out, may seriously complicate existing arrangements, and defeat the expectations of an early settlement.

It will be observed that the United States Government have, through the official alluded to, intimated their intention, immediately after the opening of the river next spring, of treating certain places as United States territory, by taking proceedings against Canadian settlers who may remain in such localities, for the collection of United States customs duties on goods in their possession.

It is important that a representation of these facts should be made immediately to Her Majesty's Government, so that the rights of British subjects, as they now exist, may be maintained inviolate in that quarter, pending a determination of the boundary line by the joint authority of the two nations.

From the narrative contained in the present paper it will be seen that Her Majesty's Government and the Dominion Government have respectfully taken the promptest action to have the boundary defined, and that it is wholly the fault of the United States Government that it has not been so defined, particularly at the point now in controversy.

It seems very remarkable that while the United States Government should have hitherto refused or neglected to take proper steps to define the boundary, they should now seek to establish it in this manner in accordance with their own views, without any reference to British authorities, who are equally interested in the just settlement of the international boundary.

The undersigned recommends that Her Majesty's Government should again request the United States Government to join in a Joint Commission to determine on the point where the boundary intersects the Stickeen River, and such other points of those mentioned by Mr. Fish in his communication to Sir Edward Thornton in February, 1873, as may be considered advisable, and that in the meantime the *status quo* should be maintained.

(Signed) A. MACKENZIE.

VICTORIA, BRITISH COLUMBIA,  
16th October, 1876.

SIR,—I have the honor to enclose the substance of some observations resulting from the late Cassiar Assizes held by me, which, as affecting the interests of the Dominion, on my return I addressed to Mr. Richards, the Lieutenant Governor of this Province, for the information of the Government at Ottawa, but which, after consideration, he thought it advisable I should direct to yourself.

They arise entirely out of the question of international right in the Alaska territory.

The first, as to the necessity of some arrangement, by which criminals may be transported from Cassiar, through that territory to the penitentiary or other place of imprisonment at Victoria, Westminster, or elsewhere.

Except by the Stikine, fifteen miles of which near the mouth, will, undoubtedly, be in American territory, even after the settlement of the boundary line, but thirty miles of which is now treated as within the conventional line, there is, at present, no mode of communication other than through six hundred miles of unbroken forest, rendering the transportation of a criminal almost an impossibility.

A question has already arisen from an attempt at escape, and a murderous assault made on the constable having him in charge, by a prisoner sentenced at the late assizes, while *in transitu* within the thirty miles near the mouth, upon the ground of its being American territory, and he being an American citizen. Many desperate characters collect at the mines. They are thoroughly aware that they cannot be sent

to a place of punishment except by passing through this territory, and the administration of Justice will practically cease in that gold-producing district, unless the right of transit is maintained or secured.

The original right of free navigation under the Russian convention of 1825, may perhaps be considered as restricted by the terms used in the Alabama Treaty, limiting the navigation to the purposes of commerce only.

I express no opinion on this point as it will come up on the prisoner's trial in November next, for the assault before mentioned.

But the other and more important point, is that of the boundary line between Alaska and British Columbia. To understand how this affects the Dominion I would observe that about two miles above the conventional point on the Stikine, (agreed upon in 1875, by the Custom House authorities of the United States and ours, pending the final settlement,) is a trading station called "Bucks," up to this time recognized and treated as admittedly within British territory.

To this place goods paying duties to the Dominion are carried, and to this place the Indians along the coasts of Alaska and British Columbia, both resort for purposes of purchase and trade.

From old associations the Indians regard a Hudson Bay Company's blanket as a unit of value, and regulate the sale of their furs by it.

Mr. Coquette, whose place is called "Bucks," told me in one day alone he had several times sold 1,200 blankets to a single Indian in barter, and that the trade with them is very large. They are good customers, have plenty of gold, and very large canoes, quite sea-boats, carrying many tons burden, and forty or fifty people. They prefer dealing in accordance with their old habits in Hudson Bay and British goods, to dealing in American goods at Sitka and Fort Wrangel, passing by the latter places, though the goods there of American manufacture are equally available. The extent of Mr. Choquette's business, and the extent of duties paid to the Dominion through his business, may in some measure be estimated, from the fact that with one firm alone, Findlay, Durham & Brodie, in Victoria, his purchases of British goods amount to \$25,000 annually.

In addition to the duties incidentally paid on goods for the Cassiar District at Victoria and elsewhere during the present season, which goods are estimated to have exceeded in value \$260,000, the duties directly collected at Glenora, the Custom-House station on the Stikine, during the season of 1875 and 1876 amount to \$9,984.48.

As a general rule, the sea-coast Indians do not pass "Bucks," the river Indians taking the canoeing up the river.

It is the object of the American Custom-House authorities to kill this trade, and force the Indians to deal in American goods at Wrangel and Sitka.

I have been informed that those authorities are paid by commission, and therefore have a personal as well as national interest to serve; but on this point I have no personal knowledge. While waiting at Wrangel for the ocean steamer, I learnt that the United States Collector of Customs at Sitka, the head of the Department in Alaska, with the sanction of his Government, had sent an official notification to Choquette to remove from his station, or pay American duties on his stock, giving him until the spring of 1877 to obey. A copy of the official notification, which I have since obtained, I have the honor to enclose. If this assumption of possession, which in the mining language of this country is called "jumping," can be carried out, the Dominion will lose a great portion of the duties arising from the supplies to the rapidly increasing mining region at Cassiar.

With reference to the boundary itself, I beg permission to lay before you the impressions made by local examination as I passed up the river.

The Russian Convention of 1825 places it on the summit of the coast range of mountains, when within ten marine leagues, and when that range is not within ten marine leagues, then at the ten marine leagues from the coast; but under no circumstances further in the interior.

Nature seems to have left no doubt where the line indicated is to be formed.

The Coast range rises immediately from tide waters, and the summit of that range is within fifteen miles of the sea.

This is proved by the fact that in following up the valley of the Stikine we pass the axis of the range; at fifteen miles from the coast to this distance from the sea the course of the river bears easterly *thence rounding the range in question, northerly receiving four or five glaciers, which flow in an easterly direction from the summit of the range into the valley of the Stikine.*

Thus the present action of the Collector of Customs at Sitka, apart from all question of international courtesy, after a conventional boundary had been agreed to and acted upon, is, I venture to believe, entirely unauthorized by the Treaty.

The mineral wealth of that country is but commencing to be known. The return in gold in the present short season from June to November, (for the work does not commence until well on in June, and terminates by the end of October), will be at least \$1,500,000, and the consumption of dutiable goods up there in a few years will be very great.

Of course, I made no observations on the subjects herein referred to, but simply determined to place the information before the Government on my return.

Trusting that you will not think I have overrated its importance or overstepped the line of duty,

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

(Signed) J. H. GRAY,  
*Judge, Supreme Court of British Columbia.*

The Honorable ALEX. MACKENZIE, M.P., &c.,  
Premier, Ottawa.

CUSTOM HOUSE, SITKA, ALASKA,  
COLLECTOR'S OFFICE, 19th September, 1876.

SIR,—In accordance with instructions received at this office from the Honorable Secretary of the Treasury of the United States, under date of July 14th, 1876, it becomes my duty to notify you to remove all of the foreign goods, wares, and merchandize in your possession and kept for sale or trade by you within the jurisdiction of the United States, beyond the limits of Alaska territory, or pay the legal duty on the same.

I am further instructed by Department letter of date above referred to, that should you decline to remove such foreign goods, wares, and merchandize in your possession on receipt of this notice of removal, that I fix a time for such removal to be consummated, and that after the expiration of the time so fixed and specified, that I proceed to search for and make seizure of any and all such goods, wares and merchandize found in your possession, and remaining within the limits of the territory of Alaska, upon which the duties due the United States has not been paid. In consideration of the difficulties to be expected from the early closing of the navigation of the River Stikine. I shall fix the time for your removal to be completely made at two (2) weeks after the opening of the river, for canoe or steamboat navigation in the spring of the year, A.D., 1877; provided that you decline to, and have not paid the duties as above referred to.

(Signed) W. P. BERRY,  
*Collector of Customs, District of Alaska.*

Mr. A. CHOQUETTE,  
Merchant, Stikine River,  
Alaska Territory.

*Mr. A. Choquette to Mr. Brodie.*

29th September, 1876.

SIR,—Herewith I enclose you a notice that has been sent to me, the other day, which I wish you to present to the Colonial Secretary, and also inform him that I am paying my license and duties to the Government, and that I look to them for protection, as I am very sure that I am at least ten (10) miles east of the boundary, that is east of the break of the coast range which, according to the old Treaty, makes me a long way in British Columbia.

It is not only my judgment nor my opinion, but it is the opinion of every one man that has good judgment about such.

Mr. McKay, member of the Hudson Bay Company, also Judge Sullivan that got lost last summer on the *Pacific*, laid out a small town site, but it has remained that way ever since. It is ten (10) miles below me where he had laid out the town site, which proves that I am in British Columbia.

Another thing that you will have to inform them of, is, that there never has been any survey done by either Government. Another thing you must also state to them, is, that in June, 1875, it was publicly made known to all, that when the Canadian Custom House was located, that it should be the boundary until both Governments should have a general survey.

Mr. McKay spoke to Judge Gray, and he said that he would see to it, but in case that he neglects, you must be sure and see that they do something about it, for if you do not, it will ruin my business, and probably be the loss of all my goods too; but, Sir, it is my belief—me and Mr. McKay—that they are trying to scare us off, and if our Government do not help, or have anything to say about it, that they may go ahead and try their hand anyway.

Our Government can very easily have it put in the newspapers that anyone doing business on the Stikine River above the new boundary settled by the Customs in June, 1875, that the said party or parties are not to be interfered with until the general survey is made, that will be satisfactory.

It will put a stop to these little officials of Alaska, for it is only them that has anything to say.

Hoping that you will do your best for me, and I leave it all for you to do, as I cannot go down to see about it now, and as I am not very well known with the officers at Victoria my influence would not go far anyway.

I am, dear Sir,

Yours very truly,

(Signed) A. CHOQUETTE.

(No. 22.)

BRITISH COLUMBIA, GOVERNMENT HOUSE,  
4th December, 1876.

SIR,—I have the honor to acknowledge the receipt of your despatch of the 13th ultimo, enclosing an extract from a letter addressed to the Hon. the Minister of Public Works by the Hon. Mr. Justice Gray, on the subject of conveying criminals from Cassiar through Alaska to other parts of the Province, and to inform you that the same has been referred to my advisers.

I have, &c.,

(Signed) A. N. RICHARDS.

To the Honorable  
The Secretary of State for Canada,  
Ottawa.

(No. 23.)

BRITISH COLUMBIA, GOVERNMENT HOUSE,  
5th December, 1876.

SIR,—I beg to acknowledge the receipt of your despatch of the 15th ultimo, transmitting a copy of a despatch from Her Majesty's Minister at Washington, and of a note of the Secretary of State for the United States of America, relative to Peter Martin, against whom proceedings may be taken here for a crime committed within Alaska, and to inform you that the same, with its enclosures, has been referred to the Executive Council of the Province.

I have, &amp;c.,

(Signed) A. N. RICHARDS.

The Honorable  
The Secretary of State for Canada,  
Ottawa.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 43.)

WASHINGTON, 6th December, 1876.

MY LORD,—I have had the honor to receive your Excellency's despatch of the 25th ultimo, enclosing copy of a Minute of your Privy Council relative to the determination of the boundary line between British Columbia and Alaska.

I much fear that it will be difficult for the Government of the United States to induce Congress to make the necessary grant for the expenses which must be incurred to carry out the above mentioned operation; but as it is probable that Lord Derby may give me some instructions upon the matter, and particularly with regard to the notice issued by the Collector of Customs at Sitka to Mr. A. Choquette, to remove his goods beyond the limits of Alaska territory, or pay the legal duty on them, I shall feel much obliged if your Excellency would, if possible, furnish me with further information as to the agreement, which it would appear, from Mr. Justice Gray's letter of the 16th October, 1876, to the Hon. Alexander Mackenzie, had been made in 1875 with the Custom House authorities of the United States relative to the point on the Stikine which is to be considered as the boundary point between the two countries, pending the final settlement of the boundary. If there be anything in writing with regard to this agreement, it is very desirable that I should be furnished with a copy of it, and with any other details tending to show that the United States authorities have recognized the conventional point of boundary.

I have, &amp;c.,

(Signed) EDWD. THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 46.)

WASHINGTON, 8th December, 1876.

MY LORD,—With reference to my despatch, No. 36, of the 6th ultimo, relative to one Peter Martin, who is stated to have assaulted one of the constables, who were in charge of him, within the territory of the United States, I have the honor to enclose a copy of a further note and of its enclosure which I have received from Mr.



Fish, tending to show that there is no doubt that Peter Martin was being conveyed as a prisoner through United States territory.

I have &c.,  
(Signed) EDWARD THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

*Mr. Fish to Sir E. Thornton.*

DEPARTMENT OF STATE,  
WASHINGTON, 6th December, 1876.

SIR,—Referring to my note of November 2nd, respecting the case of Peter Martin, who, while being transported through American territory, had made an assault upon his custodians, and had thereupon been arraigned for the same. I have the honor to inform you that I have been furnished with a copy of a communication addressed by Mr. J. B. Lovell, said to be a Justice of the Peace, to Captain Jocelyn, an officer of the United States army, commanding at Fort Wrangel, Alaska, bearing date Glenora, Cassiar, British Columbia, September 1876, in which it is stated that the "absence of any jail here or secure place of imprisonment necessitates sending him (Peter Martin) through as soon as possible, and I hope you will excuse the liberty we take in forwarding him through United States territory without special permission." A copy of this communication I herewith enclose. It would appear thereby that there was no doubt as to the fact of transmission of the prisoner through the territory of the United States, and that the presence of the prisoner upon American soil arose from no mistake, but from the intentional act of Colonial authorities in so transporting him.

I should be glad to be advised of any information concerning the case which you may receive, and have felt it my duty to transmit to you this further information.

I have &c.,  
(Signed) HAMILTON FISH.

The Right Honorable Sir E. THORNTON, K.C.B.,  
&c. &c. &c.

*Mr. Lovell to Captain Jocelyn.*

GLENORA, CASSIAR, B. C., September —, 1876.

DEAR SIR,—I have received advice from A. W. Vowell, Esq., Stipendiary Magistrate for the district, saying that a prisoner named Peter Martin, who has been sentenced to a term of imprisonment by the Supreme Court, is being conveyed by constables to Victoria, and requesting me as one of Her Majesty's Justice of the Peace, to do what I can to have him conveyed safely.

The absence of any jail here, or secure place of imprisonment, necessitates sending him through as soon as possible, and I hope you will excuse the liberty we take in forwarding him through United States territory without special permission.

The prisoner is in charge of constables under sealed orders from the Supreme Court, and anything you can do to facilitate and secure his safe passage to Victoria will be highly appreciated.

I have &c.,  
(Signed) J. B. LOVELL,  
J. P.

Captain JOCELYN, Officer Commanding  
Fort Wrangel, Alaska.

(No. 268.)

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 11th December, 1876.

MY LORD,—I transmitted to Her Majesty's Minister at Washington, a duplicate of the copy of the minute of the Canadian Privy Council, which I enclosed to your Lordship in my despatch No. 257, of the 25th of November last, relative to the determination of the boundary between Alaska and British Columbia, and I have now the honor to forward, for your Lordship's information, a copy of the despatch which I have received from Sir Edward Thornton in reply.

I have, &amp;c., &amp;c.,

(Signed) DUFFERIN.

The Right Honorable The EARL OF CARNARVON,  
&c., &c., &c.

DEPARTMENT OF SECRETARY OF STATE,  
21st December, 1876.

SIR,—With reference to my letter of the 15th ulto., and its enclosures, I have the honor to transmit to you herewith, for the information of your Government, a copy of a despatch from Her Majesty's Minister at Washington, covering a copy of a letter from the Secretary of State of the United States, and its enclosures as further bearing on the case of the prisoner Peter Martin, to which the attention of your Government was invited in my communication above referred to.

I have again to request that any information that can be given on the subject may be communicated at the earliest possible moment.

I have &amp;c.,

(Signed) R. W. SCOTT,

His Honor the Lt. Governor of  
British Columbia, Victoria.

DEPARTMENT SECRETARY OF STATE,  
21st December, 1876.

SIR,—Adverting to the despatch of Her Majesty's Minister at Washington, of the 8th inst., and its enclosure on the subject of the alleged proceedings about to be taken in British Columbia against one Peter Martin, for an offence said to have been committed within the territory of the United States. I am directed to request that Sir E. Thornton may be informed that immediately upon the receipt of his despatch of the 6th ulto., and its enclosure relative to the case of Martin, steps were taken to obtain information on the subject from the local authorities; that his present communication has been transmitted to the same authorities, and that they have been requested to communicate the fact, for the information of His Excellency, at the earliest possible moment.

I have, &amp;c.,

(Signed) E. J. LANGEVIN.

To the Governor General's Secretary.

(No. 32.)

## BRITISH COLUMBIA.

GOVERNMENT HOUSE, 9th January, 1877.

SIR,—With reference to your despatch of the 15th of November last, and its enclosures in the matter of the Queen *vs.* Peter Martin, I have the honor to forward you, herewith, for the information of His Excellency the Governor General, the following documents, viz:—

1. Extract from the calendar of the Cassiar assizes, fall of 1876, shewing Peter Martin to have been convicted of two offences, and sentenced to be imprisoned at Victoria for fifteen months from 8th September last.

2. Copy of appointment of Francis Beegan, as special constable to convey Martin from Cassiar to Victoria.

3. Copy of information and depositions before the Police Magistrate, at Victoria, charging Martin with assaulting constable Beegan, whilst being conveyed by the latter to Victoria.

4. Copy of the indictment at the last fall Victoria assizes charging Martin with the assault on Beegan.

5. Copy of Hon. Mr. Justice Crease's notes of the evidence taken on the trial of Martin at Victoria, upon the said indictment, and of the charge of the said learned Judge to the jury.

6. Extract from the calendar of the last Victoria assizes, shewing Martin to have been found guilty and sentenced to one year and nine months' imprisonment, to commence at the expiration of the Cassiar sentences.

7. Letter from the Hon. Mr. Justice Crease to the Hon. the Minister of Justice at Ottawa, giving a full statement of the whole case.

8. Copy of a letter from the Hon. A. C. Elliott, Attorney General of the Province, to me, dated the 3rd inst., adopting the views expressed by the Hon. Mr. Justice Crease in his letter above mentioned.

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

(Signed) A. N. RICHARDS.

To the Honorable  
The Secretary of State for Canada,  
Ottawa.

IN THE SUPREME COURT OF BRITISH COLUMBIA.

CALENDAR.—GENERAL ASSIZE.—BEFORE HONORABLE MR. JUSTICE GRAY.

Held at Lake Town, Cassiar, on Wednesday, the sixth day of September, 1876.

No.	Name of Prisoner.	Indictment.	Finding of Grand Jury.	Plea.	Verdict.	Sentence.
2	Peter Martin .....	Escape from custody and prison breach.....	True Bill.....	Not guilty....	Guilty .....	Three months imprisonment from 8th September, 1876.
3	Peter Martin.....	Assaulting officer in the execution of his duty .....	True Bill.....	Not guilty....	Guilty .....	Twelve calendar months imprisonment with hard labor, to commence at the expiration of the former sentence.

Certified extract from the criminal records of the Supreme Court of British Columbia.

(Signed) CHAS. E. POOLEY,  
Registrar, Supreme Court.

(Signed) J. H. GRAY,  
Justice.

(Copy.)

CASSIAR,  
Province of British Columbia. } To Wit:

I, the undersigned, Arthur W. Vowell, Stipendiary Magistrate in and for the District of Cassiar, Province of British Columbia, in the Dominion of Canada, do hereby certify that Francis Beegan, of Laketown, Cassiar, has been duly appointed to act, and this day duly sworn to discharge the duties faithfully as a special constable, for the purpose of taking and conveying the body of Peter Martin from the gaol as Cassiar to the common gaol at Victoria, in the Province of British Columbia, Dominion of Canada.

(Signed) A. W. VOWELL,  
Stipendiary Magistrate, Cassiar.

Witness my hand, this 12th day of September, 1876.

(Copy.)

(Information.)

CITY OF VICTORIA,  
Province of British Columbia. } To Wit:

The information and complaint of Frank Beegan, of Victoria, taken this 3rd day of October, 1876, before the undersigned, one of Her Majesty's Justices of the Peace in and for the said Province of British Columbia, who being duly sworn upon oath, deposeseth, saith:—

That, on the 21st day of September, ultimo, I was in charge of Peter Martin, the prisoner, being in the position of Special Constable; about 12 o'clock that day myself, the prisoner, Harry Richardson, a Mr. Hall, two Indians, and several clotchmen went ashore, within about 15 miles from the mouth of the Stickeen, to take lunch. I laid my shot-gun against a tree, which was loaded with buck-shot, and the prisoner got hold of it and cocked it, he being handcuffed at the time, and he said, "Now, you son of bitch I've got you." I picked up an axe and ran after him, his back being towards me, when I got within about 10 or 15 yards of him he turned round and got behind a tree; about this time Harry Richardson came up and handed me a revolver (which I had asked him to do), on which prisoner said, "Harry, I don't want to kill you, but I want to kill that son of a bitch, Beegan." Harry then went to where the Siwashes were, about 50 or 60 yards away. I then fired the revolver twice at him, and sung out to Harry to bring me some ammunition, and prisoner said, "Harry, if you do I'll shoot you and I don't want to" and Harry did not come; he then turned round and fired the gun at me; I made a rush at him and he struck me with the gun over the head and shoulder; and I charge him with having assaulted me with intent to do me grievous bodily harm, contrary to the Statute, in such case made and provided.

(Signed) FRANK BEEGAN.

Sworn at Victoria, this 3rd day of October, A.D., 1876.

(Signed) HENRY C. COURTNEY, P.M.

October 4th, 1876.

This deponent, Frank Beegan, who being duly sworn upon oath, deposeseth, saith:—  
I have heard the information read, and I swear that it is true. I got a cut on the head, and my shoulder is broke. I produce the gun. The gun produced was in the hands of Peter Martin. I don't know whether the above occurrence took place in American territory or not. I believe it was about fifteen miles from the

mouth of the Stickeen River where the occurrence took place. I have seen Dr. Helmcken, who examined my shoulder; said he could do nothing with it; said that the bone was broke. The circumstances I have described took place about twelve o'clock on the 21st of September last. The injuries that I received were produced from the gun (now in Court), and in the hands of Martin (the prisoner); and I believe that it was broken over my head.

(Signed) FRANK BEEGAN.

October 4th, 1878.

Questions put to F. Beegan by prisoner, Peter Martin:—

- Q. Were you sober at the time?—I was.
- Q. Did you take any whiskey from Buck's place on the day in question?—I did not.
- Q. When we got into the canoe after landing, after the affair took place, where did you get the part of a bottle of whiskey from that you drank?—I was bleeding very much, and felt weak. I asked Harry Richardson if he had a little brandy; he said "yes;" he took a little first, and then handed the bottle to me, and I drank some, and then threw the bottle overboard.
- Q. Where did you get the round bottle with whiskey in from that you had at the mouth of the Stickeen River?—I don't recollect anything about such a bottle.
- Q. Did the Siwashes in the canoe have any whiskey?—I don't know; I was watching you, and not the Siwashes.
- Q. Did not the Siwashes pass a cup with whiskey on a paddle whilst in the front of you in the canoe?—Not to my knowledge.
- Q. Did you at any time during the trip draw a revolver upon me?—Yes; I did when you attempted to run away on horseback; I was on horseback too, and I did not draw a pistol at any other time except the last time, as above described.
- Q. Did you play Whiskey Church with me at Telegraph Creek until you got drunk?—No; I did not.
- Q. When Richardson and I were in bed on the night in question, if a blacksmith named Maggerty did not sit up drinking whiskey all night till two o'clock in the morning, and whether said Maggerty had not to be packed home drunk?—No; I was on guard all night.
- Q. Was there a man named Maggerty in the room?—Yes, for a short time; and I had to tell him to get out.
- Q. Did you give Maggerty any money to go out and fetch in brandy?—No.
- Q. Did Maggerty fetch any brandy into the house where we were sleeping at Telegraph Creek?—I don't recollect.
- Q. Did I not ask you during the night to go out?—I would not let you go out; but I got you a bucket, and I found you did not want to use it.
- Q. Did you not stand over me with a six-shooter when I asked you to go out?—No; I did not.
- Q. Did you fire after me when I started for the bush?—Yes.
- Q. When I got hold of the shot-gun, what did I do?—You backed off and said, "Now, you son of a bitch, I've got you."
- Q. What did you do then?—I picked up an axe and went after you, and you never was out of sight all the time except when you got behind the tree.
- Q. Were you drunk at all during the trip?—No, I was not.
- Q. After you were hit on the head by that instrument laying on the table, did you catch hold of me?—I did.
- Q. Did you call on Siwashes to assist?—I did.
- Q. Did not Harry Richardson and the Siwashes stand over me when I fell over a log?—I grappled with you and kept you to close quarters until they came up.
- Q. Did you have documents authorizing you to carry me through American territory, from the American authorities?—I had my authority from Mr. Vowell to

convey the prisoner to the gaol of Victoria, and I was acting in the capacity of a duly sworn-in special constable.

Q. What was your object in camping at Buck's from eleven o'clock one forenoon until five o'clock in the morning of next day, when we might have gone 15 or 20 miles further on down the river?—My calculation was to keep you at Buck's all night, and not allow you to go ashore until we reached Fort Wrangel; and then, had there been a British vessel there, to have put you on board such vessel.

Q. Were there any passengers in the canoe?—Yes; Mr. Hall was there and some three or four squaws, and two or three Indians that owned the canoe; and after I got hurt I employed two more Indians until we reached Wrangel.

Q. Did Mr. Hall protest against your putting an American citizen into irons?—I don't recollect.

(Signed) FRANK BEEGAN.

FRANK BEEGAN re-called and examined by prisoner :

Q. Did I not tell you, whilst in gaol at Cassiar, that I would break away before I got to Victoria?—The prisoner told me that he would go away—that there were not men enough in Cassiar to take him away.

(Signed) FRANK BEEGAN.

5th October, 1876.

This deponent, HARRY RICHARDSON, being duly sworn, deposeth, saith :

I am a special constable, sworn in by Mr. Vowell, at Lake Town, and my duty was to assist in bringing the prisoner, Peter Martin, to Victoria. The prisoner attempted to make his escape when about ten miles from the mouth of the Stickeen River. I saw a portion of the occurrence. I saw Mr. Beegan fire a revolver at the prisoner twice. Beegan put the gun produced against a tree whilst I was cooking my dinner; the prisoner then took the gun; Beegan ordered me to go after him; I thought that, through Beegan's carelessness, it was nothing but right that he should go after him himself; then we both went after him, and I saw the prisoner lift the said gun, but I could not say whether the prisoner struck Beegan with it. After this, I saw Beegan bleeding and he was not bleeding before this occurrence. Myself and an Indian captured the prisoner; Beegan was not far off.

In reply to Beegan :

I don't recollect the prisoner being behind the tree. Beegan snatched the pistol out of my hand. I did not hear Beegan call upon me for ammunition. I heard Martin say that he did not want to kill me, but I did not hear him say that he wanted to kill Beegan,

Question put by Martin to Richardson, the witness :—

Q. Do you recollect the time when we got from the head of the Lake to Telegraph Creek?—Yes.

Q. Were you asleep when I came to bed that night?—You woke me up.

Q. State to Court what you heard in bed that night?—I heard you and Beegan wrangling considerably.

Q. Was there anybody in company with Beegan?—Yes; a man called Macintee, a blacksmith.

Q. Did they have any liquor that evening?—I did not see them have any liquor in the room; when Macintee left that night he was pretty drunk.

Q. Did you hear me ask Beegan for permission to go out that night?—Yes; I did. Beegan said, "No, you son of a bitch, you can't go out of this; if you do I'll shoot you." At this time Beegan had a six shooter in his hand.

Q. Did he point the shooter over me?—I am positive he held the weapon over you whilst you were in bed. Beegan at this time was rather drunk.

Q. Did Beegan fetch a bucket?—I did not see any bucket.

Q. When I took the gun from the tree did I say to Beegan, "you son of a bitch, I've got you now"? (pointing the gun at him)—I did not hear Martin say those words, neither at that time did I see Martin point the gun at Beegan; I was cooking at the time and was away from them about 15 or 20 feet. I think that if those words had been used I should have heard them.

Q. What did I do when I took the gun in my hand?—You backed in to the woods with it.

Q. In what position was Beegan in when you (witness) arrested me?—He was bleeding a little in the head and he had a six shooter in his hand; the blood came from a wound on his head.

Q. Did I say to you and Beegan, "now be careful what you do that you are in American territory"?—Yes; I heard you say so; I heard you (prisoner) mention this both before and after the fray took place—I heard you say that he Beegan would have to get out a fresh warrant before he could take you out of that place.

Q. Did Mr. Hall object to my being put in double irons in American territory?—I heard Hall object, saying that it was not necessary on account of being in a canoe.

Q. Do you recollect the morning we left Bucks?—Yes; I kept a correct statement of the proceeding from leaving Lake till our arrival in Victoria—I have said statement in a book.

Q. Did Beegan take a bottle of whiskey from Bucks, going down the river?—Yes; and I drank some of it, and it was pretty good; some of the liquor was left in the bottle after the catastrophe.

Q. In what way did the Indians deal the liquor out?—They passed it from one to another on a paddle in a tin cup, such as used by miners. I am not positive what was in the bottle, whether it was spirits or water.

Q. Did I try to get away while I was on horseback?—I did not notice that you did; I was perfectly well aware that we were in American territory when the fray took place.

To Mr. Todd:—

When Beegan left the gun against the tree, as before described, the prisoner was standing against the fire, and that was about 10 or 12 feet away; there was no conversation between myself and prisoner regarding the gun. The prisoner fell down and the gun went off, and I am positive that prisoner did not fire the gun at Beegan, I heard Beegan say to Mr. Elliot that he thought it was a shot from his own pistol that he had got shot with; don't know that there was any necessity for Beegan to have fired twice at the prisoner in order to have captured him; I don't think, in fact I am sure, that Beegan did not treat the prisoner properly; he treated him more like a brute than a man; they were all the time wrangling. When Beegan put the gun against the tree he went to the fire to get something to eat, and it was then that the prisoner went into the woods.

(Signed) H. RICHARDSON.

10th, October 1876.

This deponent, H. D. DEVERAUX, being duly sworn upon oath, deposeth and saith:—

Q. Were you in company with certain officers at the head of the lake?—Yes; I started from the head the lake. I have spoken to Beegan about the case, but not of any moment. I was present at the house of Mr. Robert Door, at the head of the lake. Beegan had something to drink there; can't say that he was under the influence of liquor, I recollect the night when they sang "Whiskey ye'r the Devil" drunk or sober; can't say that Beegan was drunk that night, and I can't go so far as to say that he even joined in the chorus; I cannot say whether you attempted to run away or not.

In reply to Mr. Beegan:—

I am not aware that you ill-treated the defendant.

(Signed) H. D. DEVERAUX.



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(Copy.)

BRITISH COLUMBIA, }  
To Wit. }

The Jurors for our Lady the Queen, upon their oath, present, that Peter Martin, on the twenty-first day of September, in the year of our Lord one thousand eight hundred and seventy-six, in and upon one Francis Beegan then being a Peace Officer, to wit, a constable, and then being in the execution of his duty as such constable, did make an assault, and him the said Francis Beegan, so being in the execution of his duty as aforesaid, did then beat, wound and ill-treat and other wrongs to the said Francis Beegan then did to the great damage of the said Francis Beegan, against the form of the Statute in such case made and provided, and against the peace of our Lady the Queen, her Crown and dignity.

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**IN THE SUPREME COURT OF BRITISH COLUMBIA.**

CALENDAR.—GENERAL ASSIZE.—BEFORE HONORABLE MR. JUSTICE CREASE.

Held at Victoria on Thursday the fourteenth day of December, 1876.

No. Name of Prisoner.	Indictment.	Finding of Grand Jury.	Plea.	Verdict.	Sentence.
7 Peter Martin .....	Assaulting constable. . . . .	True Bill.....	Not guilty....	Guilty .....	One year and nine months imprisonment with hard labor from expiration of existing sentence.

Certified extracts from the criminal records of the Supreme Court of British Columbia.

(Signed) CHAS. E. POOLEY,  
*Registrar.*

(Signed) HENRY P. PELLEW CREASE,  
*Judge.*

(Canada.—No. 13.)

*The Earl of Carnarvon to the Earl of Dufferin.*

DOWNING STREET, 9th January, 1877.

MY LORD,—I have received your despatch, No. 257, of the 25th November, forwarding a Minute of the Privy Council of the Dominion, calling attention to certain recent proceedings on the part of the United States Customs authorities in Alaska, and requesting that Her Majesty's Government will again urge the United States Government to join in a Joint Commission to determine on the point where the boundary between United States and British territory intersects the Stikine River, and on such other points in the boundary line as may be considered advisable, and that, in the meantime, the *status quo* in those regions should be maintained.

2. I have been in communication with the Secretary of State for Foreign Affairs on the subject, and I enclose a copy of the correspondence which has passed between us which will inform you of the nature of the representation which Sir E. Thornton has been instructed to make to the United States Government.

3. In the meantime, however, as the cost of constituting an International Commission for fixing the boundary line appears to be the main obstacle to a settlement of the question, I should be glad to be informed if your Government can form any estimate of what would be the cost of fixing the boundary on the Stikine River only.

4. I should also be glad to be informed if any agreement exists in writing between the United States authorities in Alaska and the Canadian authorities as to what should be considered to be the conventional boundary line in the Stikine River.

I have, &amp;c.,

(Signed) CARNARVON.

Governor General

The Right Honorable

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.*Colonial Office to the Foreign Office.*

DOWNING STREET, 22nd December, 1876.

SIR,—With reference to previous correspondence respecting the boundary line between British Columbia and Alaska, and the necessity for steps being taken for the determination of that line, or at least of certain points in it, I am directed by the Earl of Carnarvon to transmit to you, to be laid before the Earl of Derby, a copy of a despatch from the Governor General of Canada forwarding a further minute of the Dominion Privy Council on the subject.

2. From the papers which accompany the minute, it appears that an order has been issued by the United States Collector of Customs at Sitka, acting under instructions from the Secretary of the Treasury at Washington, to the effect that a place called "Bucks" on the Stikine River, which is stated to be about two miles within the conventional boundary line, and hitherto to have been recognized and treated as British territory, will, after the opening of navigation next spring, be treated as United States territory. It further appears that a British trader residing at Bucks has been warned by the United States Collector of Customs that foreign goods there must either be removed next spring, or duty paid upon them to the United States, or they will be seized.

3. The attention of the Dominion Government having been called to these proceedings, they request that Her Majesty's Government will again urge the

United States Government to join in a Joint Commission, to determine on the point where the boundary intersects the Stikine River, and on such other points in the boundary line as may be considered advisable, and that in the meantime the *status quo* should be maintained.

4. They further request that Her Majesty's Government will take such steps as will ensure that the rights of British subjects, as they now exist in that region, may be maintained inviolate, pending a determination of the boundary line by the joint authority of the two nations.

5. In laying these papers before Lord Derby, I am to request that you will state to him that Lord Carnarvon is anxious that immediate action should be taken, and I am to add that, in His Lordship's opinion, if the United States Government cannot for political reasons agree to steps being taken for a settlement of the boundary line, as appears to be the case from the despatch from Sir E. Thornton enclosed in your letter of the 8th February last, they are, at least, bound to agree to some arrangement, or *modus vivendi*, by which no fresh claim injurious to either party is raised or strengthened.

I am, &c.,

(Signed) R. G. W. HERBERT.

The Under Secretary of State,  
Foreign Office.

— — —  
*The Foreign Office to the Colonial Office.*

FOREIGN OFFICE, 30th December, 1876.

SIR,—I am directed by the Earl of Derby to acknowledge the receipt of your letter of the 22nd instant, together with its enclosures relative to the Alaska boundary question, and I am to state to you, in reply, for the information of the Earl of Carnarvon, that a copy thereof has been sent to Her Majesty's Minister at Washington, who has been instructed to bring the matter to the notice of the United States Government in the sense of your letter. I am to suggest to you, for the consideration of the Earl of Carnarvon, that it might be advisable to cause enquiries to be made as to the cost which would be incurred in determining the point where the boundary line crosses the Stikine River, as this seems to be the principal point to get settled.

I am &c.,

(Signed) JULIAN PAUNCEFOTE.

The Under Secretary of State,  
Colonial Office.

(No. 4.)

— — —  
*The Earl of Dufferin to Sir E. Thornton.*

OTTAWA, 10th January, 1877.

SIR,—With reference to your despatch, No. 43, of the 6th December last, in which you express a desire to be furnished with further information in regard to the unsettled boundary line between British Columbia and Alaska, I have the honor to enclose herewith a copy of a minute of my Privy Council covering communications from Custom House authorities in British Columbia.

I have &c.,

(Signed) DUFFERIN

The Right Honorable Sir E. THORNTON, K.C.B.  
&c., &c., &c.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 6th January, 1877.

The Committee of Council have had under consideration the letters addressed to the Hon. the Minister of Public Works by Mr. Justice Gray, and Mr. W. Hamley, Customs House officer at Victoria, with enclosures therewith, and recommend that copies of the letters and plan be transmitted by Your Excellency to Sir Edward Thornton.

The Committee observe that reference is made in the letter of Mr. Justice Gray, to a conventional boundary said to have been agreed to and acted upon near Sitka; as the Government of Canada have never received any communication of a conventional boundary having been agreed upon, it may be assumed that the local authorities, for mutual convenience had adopted a line, but it does not appear that any official communication was ever made to the Government of Canada on the subject.

Certified.

W. A. HIMSWORTH,  
Clerk, Privy Council.

BOUNDARY POST, STICKEEN, B.C.,  
12th May, 1875.

SIR,—I beg to inform you that I arrived here yesterday, seven days from Wrangel. The river not being thoroughly open, I had a fearful time of it; in many places it was blocked twenty feet high with ice, and the snow on the banks from one to seven feet deep. I have pitched my tent in a well-sheltered beach about one mile below the ice mount, and about 40 miles from Wrangel. I met Major Barry at Wrangel, who is Chief of the United States Customs in Alaska, and informed him as to where I was going to establish the Dominion Customs House, which he and Denis both approved of. From the acquaintance I formed with the above two gentlemen, I have no doubt but things will go on smoothly this season. I have also reserved 500 square yards of ground for the Dominion Custom House, the diagram of which you will see on the annexed page, and please have recorded at the L. & W. Office. I would not have taken so much, but in order to reserve the timber for shelter from the northern winds. There has also been only two canoe loads of passengers and the express canoe gone up as yet. Carr has resigned from Wrangel and leaves on the first of June.

I am, &c.,

(Signed) R. HUNTER.

13th May, 1875.

I also beg to enclose you a letter handed me by Captain Wm. Moore. As I cannot find anything regarding the matter in my instructions, I have declined to interfere unless I get orders from you.

The steamers "Gertrude" and "Glenora" arrived last evening.

(Signed) R. HUNTER.

CUSTOM HOUSE, VICTORIA, 30th June, 1876.

SIR,—Enclosed with this I send you a map, which may be depended on as correct, of the River Stickeen from Wrangel to Glenora. In the correspondence recently published between our own Government and that of the United States, there would seem to be some particulars requiring explanation.

In the first year after the discovery of the new mines, customs duties were collected at the Hudson Bay post (marked on the map H. B. Co.), and no doubt in our territory—that post is now abandoned—the company's trading station being further up the river near Glenora. In the year following, 1875, Mr. Hunter, the Customs officer, moved about 20 miles lower down the river, to the place marked Custom House on the map, as a better position for overhauling canoes and small boats passing up with provisions towards the mines. The Custom House consisted of a piece of canvass, which Mr. Hunter fitted up as a tent, and which could have been removed at a moment's notice if any objection had been made to the place; no objection was made; on the contrary, there was a perfect understanding between the United States Customs officer and our own that till the boundary should be authoritatively settled, that place should be considered for all practical purposes, and for the collection of duties, as in our territory. I enclose a letter from Mr. Hunter on the subject. This year I have directed him to go to Glenora, 140 miles up the river, about which there can be no question, as it is many miles inside our territory. I did not send him there on account of the boundary, but that he might get at Glenora some shelter for himself and safety for the public money. I need not tell you that on the road to a mining camp some pretty hard characters are likely to be travelling.

It is not quite easy to understand how the boundary is to be satisfactorily determined except by the measurement of 10 marine leagues from the windings of the coast; but if, as another interpretation would seem to warrant, the summits of the mountains, when not beyond the 10 leagues, are to be taken to define the line of demarcation, both places named above, the H. B. Post and the Custom House, would be clearly within our own territory. The highest point of the mountains is at Mount Whipple, or in that neighborhood, further on the heights evidently diminishing. It is true that the Government agent at Cassiar, somewhat injudiciously, about July last year, employed a man to lay out a town site about 3 or 4 miles below the place marked Custom House, but no land was sold, not a dollar was expended, nor up to the present time has anything in the shape of a dwelling been begun; it is altogether an error to say that any settlement has been made there. Glenora is the first place on the river where there is a settlement; it is about 115 miles distant from the mining camp; 12 miles beyond Glenora is Telegraph Creek, the head of navigation, after that it is land travel.

To measure the 10 leagues in a direct line from the coast, whenever determined on, might be done at a very moderate cost; then at the boundary a town might spring up and vessels go there direct from this place with their cargoes, for transhipment to the river boats, passing by Wrangel. When the question is raised again, some of these particulars may perhaps be of use to you.

I have, &c.,

(Signed) W. HAMLEY.

The Honorable A. MACKENZIE,  
&c., &c., &c.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 10th January, 1877.

(No. 6.)

MY LORD,—In my despatch, No. 268, December 11th, I had the honor of transmitting for your Lordship's information, and for that of the Secretary of State for foreign affairs, a copy of a despatch which I had received from Her Majesty's Minister at Washington, in reply to a communication which I addressed to him on the 25th ultimo, relating to the determination of the boundary line between British Columbia and Alaska.

I have now the honor of inclosing a duplicate of a further Minute of my Council which I have forwarded to Sir E. Thornton, covering a copy of a letter and

enclosures from the Collector of Customs at Victoria, B.C., with reference to this question.

I have, &c., &c.,

(Signed) DUFFERIN.

The Right Honourable  
The EARL OF CARNARVON,  
&c., &c., &c.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 4.)

WASHINGTON, January 11th, 1877.

MY LORD,—With reference to my despatches, No. 36, of the 6th of November last, and No. 46, of the 8th ultimo, I have the honor to enclose copy of a further note which I have received from Mr. Fish, relative to the case of Peter Martin, who has recently been tried in British Columbia for an assault, committed, as the United States authorities allege, within the territory of the United States, in Alaska, but who was certainly taken through United States territory, by the Stickeen River, in the custody of constables.

With regard to the latter incident, I beg to refer to the case of Samuel Joy, which is somewhat similar to that of Peter Martin, and about whom I had a correspondence with Your Excellency in August and September, 1873. Joy had been taken in custody from New Brunswick through a portion of the State of Maine, and was subsequently discharged from custody on that account.

I have, &c.,

(Signed) EDWARD THORNTON.

His Excellency  
The EARL OF DUFFERIN, K.P., G.C.M.G., K.C.B.  
&c., &c., &c.

*Mr. Fish to Sir E. Thornton.*

DEPARTMENT OF STATE,

WASHINGTON, 10th January, 1877.

SIR,—Referring to the correspondence which has taken place concerning the case of Peter Martin, held in custody in British Columbia, and particularly to my notes of the 2nd of November, and the 6th of December, last, I have now the honor to inform you that a despatch has been received from the Consul of the United States at Victoria, dated 20th December, stating that Martin had been brought to trial for the assault charged against him, in a Court of Assize held at Victoria, on the 16th of December, ultimo, before the Hon. P. P. Crease, a Justice of the Supreme Court of the Province, and had been found guilty and sentenced to one year and nine months imprisonment at hard labor, to take effect after the expiration of the term of imprisonment of 15 months to which he was sentenced in September last.

The Consul, who was present at the trial, states that two witnesses, who were on the spot at the happening of the occurrence, testified that the assault occurred in what is considered to be Alaska territory; one locating the point near the Stickeen River, eight or ten miles from its mouth, the other at a distance of some ten or twenty miles from its mouth, and that the Judge in charging the jury referred at some length to the point of jurisdiction, and to the fact that a question had been raised by this Government concerning the right of a Court in the Province to try the prisoner for an offence committed in Alaska, and to correspondence between the two

Governments; but stated to the jury that he would entirely disembarass them on that point, by saying that no evidence had been produced, or could be produced, to show that the offence for which the prisoner was on trial was really committed in Alaska, as the boundary between the two countries on the Stickeen River remained undetermined, and no line of demarcation existed showing how far up that river American territory actually extends, whether it was five miles, ten miles, or thirty miles, and that under these circumstances the Court had jurisdiction, or concurrent jurisdiction, and that the proceedings in trying the prisoner were just and proper.

In the note originally addressed to you, under date of 2nd November, it was suggested that if it appeared that the assault was committed within the territory of the United States, Martin could not properly be tried for the offence with which he was charged, and that he should be set at liberty, and I had the honor to request that you should call Her Majesty's proper authorities to the case, that an examination of the facts might be made before the case was disposed of.

The facts were laid before you, and while no unnecessary prominence was given to the violation of the sovereignty of the United States which had taken place, it was confidently hoped that before Martin was placed on trial for the new charge, or before any proceeding had been taken to continue his imprisonment on the former one, the facts would have been carefully examined by the Colonial authorities, and a conclusion reached as to what course should properly be taken, in view of the rights of Martin, and of the sovereignty of the United States which it was stated had been invaded, and it is a matter of regret that under the circumstances the Court, with apparent knowledge of the facts, should have proceeded with the trial, and have sentenced the prisoner, and assumed to decide questions having a serious bearing on the rights and jurisdiction of the two countries. Moreover, the position assumed by the learned Judge who presided at the trial, if rightly reported, seems to be such as I feel quite confident will not be sustained by Her Majesty's Government.

The absence of a line defined and marked on the surface of the earth as that of the limit or boundary between two countries cannot confer upon either a jurisdiction beyond the point where such line should in fact be. That is the boundary which the treaty makes the boundary; surveys make it certain and patent, but do not alter rights, or change rightful jurisdiction.

It may be inconvenient or difficult in a particular case to ascertain whether the spot on which some occurrence happened is or is not beyond the boundary line; but this is simply a question of fact, upon the decision of which the right to entertain jurisdiction must depend.

I have the honor, therefore, to ask again your attention to the subject, and to remark that if, as appears admittedly to be the fact, the Colonial officers, in transporting Martin from the place at which he was convicted to his place of imprisonment via the Stickeen River, did conduct him within and through what is the unquestionable territory of the United States, a violation of the sovereignty of the United States has been committed, and the recapture and removal of the prisoner from the jurisdiction of the United States to British soil was an illegal, violent and forcible act, which cannot justify the subsequent proceedings whereby he has been, is, or may be restrained of his liberty.

I have, therefore, to express the hope that if Her Majesty's authorities find the fact to be as it is represented, that Martin was conducted by the officers having him in custody into and through the territory of Alaska, being part of and within the jurisdiction and sovereignty of the United States, he be set at liberty.

I must not allow this question to pass without entering an explicit dissent from the doctrine which seems to be advanced by the learned Judge who presided at the trial of Martin, that jurisdiction, or concurrent jurisdiction, vests in Her Majesty's Colonial authorities or Courts over offences committed within any part of the territory of Alaska, even though so near to the treaty line that uncertainty or doubt may exist on which side of such line the offence is committed.

It cannot, I think, be necessary to argue this point, or do more than record this



dissent and denial of a doctrine which, I have no doubt, Her Majesty's Government agrees with me in repudiating.

I have, &c.,

(Signed) HAMILTON FISH.

The Right Honorable Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*The Earl of Dufferin to Sir E. Thornton.*

(No 7.)

OTTAWA, 19th January, 1877.

SIR,—I have the honor to acknowledge the receipt of your despatch (No. 5) of January 11th, relative to the case of Peter Martin, and to inform you that my Government have called upon the proper authorities in British Columbia for a report on the circumstances referred to by Mr. Fish, of which I shall not fail to put you in possession as soon as I am enabled to do so.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

(Telegram.)

DEPARTMENT OF SECRETARY OF STATE,  
OTTAWA, 24th January, 1877.

In case of Peter Martin, replies to despatches were expected before this. Have they been despatched and when. If not forward them by first mail. Replies should contain fullest information with reference to all proceedings at the time of writing.

(Signed) R. W. SCOTT,  
*Secretary of State.*

To Lieut. Governor,  
British Columbia, Victoria.

(Telegram.)

DEPARTMENT OF SECRETARY OF STATE,  
OTTAWA, 24th January, 1877.

His Excellency requests immediately full report upon case of Peter Martin, including notes of evidence and all particulars of your charge to jury.

(Signed) R. W. SCOTT.

To Mr Justice CREASE,  
Victoria, B.C.

DEPARTMENT OF SECRETARY OF STATE,  
26th January, 1877.

SIR,—With reference to my letters to you of the 15th November last and the 21st ultimo, and their respective enclosures, requesting information relative to the case of Peter Martin, I have the honor to state that replies to those communications have been expected before this time.

I have, therefore, to request that, if not already despatched, your replies may be forwarded by the first mail, and that they may contain the fullest information with reference to all the proceedings in the case at the date of your despatch.

I have also to enclose a copy of a despatch from Her Majesty's Minister at Washington, and of the note of the Secretary of State of the United States therein enclosed in further reference to this case, and to request that I may be furnished by return of mail with such further observations as may occur to you, and such information as may be available upon the matters stated in the despatch and note.

I have, &c.,

(Signed) R. W. SCOTT.

His Honor the Lieutenant Governor,  
Victoria, British Columbia.

P.S.—A telegram to the following effect was sent to you yesterday :—  
(See Telegram to Lieutenant Governor, British Columbia.)

DEPARTMENT OF SECRETARY OF STATE,  
26th January, 1877.

SIR,—I have the honor to request that you will, at your earliest convenience, furnish me, for the information of His Excellency the Governor General, with a full report upon the case of one Peter Martin, tried before you in Victoria, for assault upon a constable on or near the Stickeen River; such report to include the notes of the evidence and all particulars you can supply, and your charge to the jury on the occasion.

I have also to enclose, for your perusal, copies of certain notes of the Secretary of State of the United States in reference to this case, dated respectively the 2nd November, the 8th December and the 10th instant; and to request that you will supply, by the first mail, such further report and observations as you may be able to make after perusal of these notes; and that you will intimate by telegraph, upon receipt of this letter, whether you have any further observations or information to communicate on the subject.

I have &c.,

(Signed) R. W. SCOTT.

Hon. Mr. Justice CREASE,  
Victoria, B.C.

P.S.—A telegram to the following effect was sent to you yesterday :—  
(See telegram to Mr. Justice Crease.)

(No. 19.)

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 24th January, 1877.

MY LORD,—With reference to previous correspondence concerning the unsettled boundary between Alaska and British Columbia, I have the honour to enclose herewith to Your Lordship a copy of a Minute of my Privy Council, a duplicate of which I am transmitting to Her Majesty's Minister at Washington for his information, from which Your Lordship will learn the step which my Ministry propose to take in the matter at present.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
The Earl of CARNARVON,  
&c., &c.,

&c.  
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COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 19th January, 1877.

On a memorandum, dated 13th January, 1877, from the Hon. Mr. Mackenzie, stating that he considers it desirable, pending existing negotiations concerning the North-West boundary between Alaska and British Columbia and other British possessions, to ascertain through an investigation conducted by a Government official, as nearly as possible, the point on the Stickeen River which the true boundary line is likely to intersect when determined by mutual arrangements between the United States and British Governments, and with this view he recommends that he be authorized to employ one of the civil engineers in British Columbia attached to the Canadian Pacific Railway staff, to whom instructions might be given regarding a cursory examination of the country to ascertain the point as near as may be where the boundary line intersects the Stickeen River.

The Committee advise that authority be granted as recommended.

Certified.

W. A. HIMSWORTH,  
Clerk, Privy Council.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 8.)

OTTAWA, 24th January, 1877.

SIR,—I have the honor to enclose herewith, for your information, a copy of a Minute of my Privy Council, relating to the unsettled boundary between Alaska and British Columbia, which will make you aware of a step which my Ministry propose to take in regard to that matter.

I have, &c.,  
(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 7.)

WASHINGTON, 29th January, 1877.

MY LORD,—In acknowledging the receipt of Your Excellency's despatch, No. 8, of the 24th instant, relative to the boundary on the River Stickine, between Alaska and British Columbia, I have the honor to offer you my thanks for the information which it contains, and to express my opinion that the step about to be taken by the Government of the Dominion is a very desirable one.

I have, &c.,  
(Signed) EDWARD THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P.  
&c., &c., &c.

(No. 38.)

BRITISH COLUMBIA,  
GOVERNMENT HOUSE, 31st January, 1877.

SIR,—Referring to your despatch of the 13th of November last, on the subject of transporting criminals from Cassiar through Alaska to Victoria or New Westminster, I have the honor to enclose you, herewith, a copy of a minute of my Executive Council, wherein it will be seen that the right to bring criminals down the Stickeen is claimed under the convention between Great Britain and Russia of 1825, also under the Treaty of Washington.

I have, &amp;c.,

(Signed) A. N. RICHARDS.

To the Honorable  
The Secretary of State for Canada, Ottawa.

*COPY of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Lieutenant Governor on the 30th day of January, 1877.*

On a memorandum from the Honorable the Attorney General reporting on the Secretary of State's despatch, of the 13th November, 1876, relative to the necessity of some arrangement by which criminals may be transported from Cassiar, through Alaska territory to the penitentiary, or other place of imprisonment at Victoria, New Westminster, or elsewhere in British Columbia, and requesting to be informed of the views of this Government on the subject.

It is quite true, as stated in Mr. Justice Gray's letter referred to in the above despatch, that there is no mode of communication with Victoria except by the Stickeen River, part of which flows through American territory, other than through 600 miles of unbroken forest, rendering the transportation of a criminal almost an impossibility.

But this Government can see no reason to doubt that Great Britain possesses the right of free navigation of the Stickeen River, not only under the Russian Treaty of 1825, but by the Washington Treaty also.

Should it be ultimately determined that this view of the question is incorrect, then it will become absolutely necessary to amend the Treaty, otherwise the administration of justice will necessitate the building and maintenance of a branch penitentiary at Cassiar, which, in that remote quarter, would entail an enormous expenditure.

And recommending that this report be approved ;

The Committee of Council advise that the recommendation be approved.

Certified.

(Signed) Wm. SMITHE,  
Clerk to the Executive Council and Minister of Finance.

*Mr. A. Choquette to Mr. Findlay.*

FORT WRANGEL, 10th January, 1877.

SIR,—I arrived here all right, and I am starting up the river to-morrow, but whilst here, I heard the opinion of a great many persons, chiefly Americans, regarding the boundary line, and, as far as I can make out, is, that if Mr. Hamley will make his Custom House officer return to his old place, which is (2½) two and a half miles

below my place, that there won't be any more trouble, for the only trouble is that they left the place after it was agreed upon (to be the boundary) and abandoned it, so if you will see Mr. Hamley and inform him and urge him to doing so, it will do a great deal of good, and also he will find that it will be quite an increase to his revenue, for a great deal of smuggling goes on with canoes, etc., and if the officer was below they could not go by him without his knowing.

Hoping you will do all you can, and you may rest assured that I heard this from good authorities that it was only because Hunter was posted up the river that they gave me notice, and if he returns (to his old place) in due time they won't have anything more to say.

I remain, Yours very truly,

(Signed) A. CHOQUETTE.

To Mr. FINDLAY

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada—No. 50.)

DOWNING STREET, 13th February, 1877.

MY LORD,—With referenee to my despatch, No. 13, of the 9th of January, I transmit to you, for the information of your Government, a copy of the note which the British Minister at Washington has addressed to the Secretary of State of the United States in regard to the proceedings of the United States Customs authorities in Alaska, to which your Government have called attention, and urging the Government of the United States to unite in a Joint Commission, to determine on the point where the boundary intersects the Stickine River, and on such other points on the boundary line as may be considered advisable.

I have, &c.

(Signed) CARNARVON.

Governor General The Right Honourable  
The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.  
&c., &, &c.

*Sir E. Thornton to Mr. Fish.*

WASHINGTON, 15th January, 1877.

SIR,—I have, on several occasions, had the honor of urging upon you the extreme expediency of taking some measures for defining the boundary between the territory of Alaska and the adjacent British possessions, and their necessity almost, if the two Governments are desirous of avoiding, as I am convinced they are, the serious difficulties and discussions which may spring hereafter from the neglect of this important work. I have now been instructed, by the Earl of Derby, again to invite your attention to the subject, and, in doing so, I beg to submit some circumstances connected with the matter which have recently come to my knowledge.

It appears that about two miles above the conventional point, on the River Stikine, agreed upon in 1875 by the Custom House authorities of the United States and those of British Columbia, as the boundary point on that river, pending the final settlement, is a trading station called "Bucks," up to the present time recognized, and treated as admittedly within British territory. To this place goods paying duties to the Dominion of Canada are carried.

At Bucks there is now residing a Mr. Choquette, who has a large quantity of imported goods, which have paid duties to the Dominion Custom House authorities,

and in which he is doing a considerable business. It appears, however, that the United States Collector of Customs at Sitka, the head of the Department in Alaska, has recently sent to Mr. Choquette an official notification, copy of which I have the honor to enclose, to remove from his station or pay American duties on his stock

The general impression with regard to the boundary, seems to be as follows:-- The Russian convention of 1825 places it on the summit of the coast range of mountains, when within ten marine leagues, and when that range is not within ten marine leagues, then at the ten marine leagues from the coast, but under no circumstances further in the interior. The coast range rises immediately from tide waters, and the summit of that range appears to be within 15 miles of the sea. This is shown by the fact that, in the following up the valley of the Stikine, the axis of the range is passed at 15 miles from the coast; to this distance from the sea the course of the river bears easterly, thence rounding the range in question northerly, receiving four or five glaciers which flow in an easterly direction from the summit of the range into the valley of the Stikine.

These, however, are facts which cannot be positively decided without an actual survey; but in the meantime it appears desirable that the conventional boundary point which has been agreed to should be observed, and that the place, "Bucks," which is two miles above it, should, until the boundary is finally laid down, be considered to be within British territory.

In view of these circumstances, and of many others which may arise, the Earl of Derby has instructed me again to urge upon the Government of the United States to unite in a Joint Commission to determine on the point where the boundary intersects the Stikine River, and on such other points on the boundary line as may be considered advisable; and that in the meantime the *status quo* should be maintained. Pending a determination of the boundary line by the joint authority of the two nations, it seems but fair that the rights of British subjects, as they now exist in that region, should remain inviolate. But, at any rate, if there are reasons which prevent the Government of the United States from agreeing to steps being taken for settling the boundary line, Her Majesty's Government hopes that at least it will agree to some arrangement or *modus vivendi* by which no fresh claim injurious to either can be raised or strengthened.

I have, &c.,

(Signed)

E. THORNTON.

The Hon. H. FISH,  
&c., &c., &c.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 12th February, 1877.

MY LORD,—I have the honor to transmit herewith to Your Lordship a copy of a Minute of my Privy Council, covering a report by the Minister of Justice for Canada upon the case of one Peter Martin, who, while being conveyed in custody from Laketown, Cassiar, British Columbia, to undergo a sentence in the gaol at Victoria, committed an assault upon one of the constables in charge of him on the shore of the Stikine River, and was subsequently tried in Victoria for this assault, and convicted and sentenced to a term of imprisonment. It is alleged in the prisoner's behalf that the spot at which the assault was made is not within Canadian territory, but is part of the soil of Alaska; and that, therefore, he is in the first place entitled to his freedom as having been illegally held in custody by British constables within United States jurisdiction; and in the second place is not answerable for the assault to a Canadian Court.

I have the honor to enclose also copies of the correspondence in regard to these points which has passed between Sir E. Thornton and myself; Mr. Fish, Your Lordship will observe, having addressed Her Majesty's Minister upon the subject.

As Your Lordship will find, the circumstances of the case, and the various questions to which it has given rise, connected with the determination of the boundary line between British Columbia and Alaska, and the navigation under treaty of the Stikine River, very fully and clearly set forth in the report of the Minister of Justice, I consider it unnecessary for me to do more than direct Your Lordship's attention to the desire which Mr. Blako expresses to be put in possession of the views of Her Majesty's Government in the matter.

I am transmitting a copy of the enclosed Minute of Council to Her Majesty's Minister at Washington for his information.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable

The Earl of CARNARVON,  
&c., &c., &c.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 10th day of February, 1877.

The Committee of the Privy Council have given their attentive consideration to the Report hereunto annexed from the Honorable the Minister of Justice, having reference to the case of Peter Martin; and they respectfully submit their concurrence therein, and advise that the recommendations made therein be approved and acted on.

Certified.

DEPARTMENT OF JUSTICE,  
OTTAWA, 5th February, 1877.

With reference to the case of Peter Martin, I beg to report as follows:—

1. On the 6th September, 1876, at Laketown, Cassiar, British Columbia, Peter Martin, *alias* Bricktop, being convicted on two indictments, one for an escape from custody and prison-breach, the other for an assault on an officer in the execution of his duty, was sentenced to imprisonment for a term of three months and a further term of twelve months.

2. Francis Beegan, of Laketown, was appointed a special constable to take Martin by the Stickeen River, the only practicable route from the lock-up at Cassiar to the common gaol at Victoria, B.C., there to undergo his sentence.

3. On the 11th September, Beegan, who was assisted by Henry Richardson, another constable, left Laketown in charge of the prisoner, and on the 18th September they reached Glenora on the Steikeen River.

4. While there, Beegan received from Mr. Lovell, a Justice of the Peace, for delivery to Captain Jocelyn, U.S.A., the officer commanding at Fort Wrangel, the following letter:—

"GLENORA, CASSIAR, B.C., — September, 1876

"DEAR SIR,—I have received advice from A. W. Vowell, Esq., Stipendiary Magistrate for the district, saying that a prisoner named Peter Martin, who has been sentenced to a term of imprisonment by the Supreme Court is being conveyed by constables to Victoria, and requesting me, as one of Her Majesty's Justices of the Peace, to do what I can to have him conveyed safely. The absence of any jail here, or secure place of imprisonment, necessitates sending him through as soon as possible

and I hope you will excuse the liberty we take in forwarding him through the United States territory without special permission.

"The prisoner is in charge of special constables under sealed orders from the Supreme Court, and anything you can do to facilitate and secure his safe passage to Victoria, will be highly appreciated.

"I have, &c.,

"J. B. LOVELL,

*"Justice of the Peace.*

"Captain JOCELYN,

"Officer Commanding, Fort Wrangel, Alaska."

5. On the 19th, the party began their voyage down the Stickeen in a canoe, the only mode of conveyance available at that time. Besides the persons already named, there were on board Charles Henry Hall, and one or more blockmen, passengers and two Indians. In the course of the voyage, they landed and camped on the bank of the river for the night of the 19th; and, on the 20th, they landed for dinner, and again for the night at Bucks.

6. After leaving Bucks on the morning of the 21st, rain coming on, and the party being cold and hungry, they landed before noon of that day at a good camping place for luncheon.

7. While the party were at lunch, close to the shore, the prisoner seized a loaded gun and attempted to escape. He got a few yards away from the camp, and insisting that he was on the territory of the United States, defied his guards to capture him. After an assault on Beegan, who pursued him, he was overpowered and brought back to the canoe.

8. After about an hour and one-half stopping, the party continued their voyage down the Stickeen, reaching Wrangel that night; and without again landing the prisoner was conveyed on board the British ship "Grappler," lying off Fort Wrangel, and taken in that vessel to Victoria where he was placed, and still remains, in gaol pursuant to the sentences already mentioned.

9. On the 3rd October, Martin was charged, at Victoria, with the assault on the constable already referred to, and having pleaded not guilty to the indictment was, on the 14th December, tried for the offence before Mr. Justice Crease and a jury.

10. The Attorney General, in opening the case, said that "it would not be necessary for him to go into the question of jurisdiction, which had been raised, as it would be more properly dealt with by the Court at a later stage."

11. The learned Judge, early in the case, stated that he "raised the question of jurisdiction for the prisoner (who was undefended), and that he would dispose of it afterwards."

12. The evidence given as to the locality of the assault, is as follows:—

Extracts from the evidence of Francis Beegan:—

\* \* \* \* \*

"Left Bucks early on the morning of the 21st; stopped that day, near noon, at a good place for camping. Between 11 and 12 o'clock it was raining hard.

"We were all cold and hungry, so we stopped to have lunch.

\* \* \* \* \*

"Q. What authority did you carry with you to carry me through the American territory?—The authority of Judge Vowell.

"Q. Where were we when this alleged offence took place?—On the banks of the Stickeen River.

"Q. Have you been up the Stickeen River more than once?—Twice. I do not know where the supposed dividing line is on the Stickeen River.

\* \* \* \* \*

"Q. Are you aware how far the American territory stretches up the Stickeen River?—I do not know.



\* \* \* \* \*  
 "Q. When we started from Bucks, how far did we go; a mile?—I could not tell you; I do not know how far.

"Q. How far were we from the mouth of the river?—That I could not say.

"Q. When we stopped on the day of the alleged occurrence to lunch, how far were we from the river?—I could not say.

*To the Judge:—*

"A very short distance, my Lord.

\* \* \* \* \*  
 "I know the Great Glacier, I do not know the next river or stream falling into the Stickeen below the Great Glacier. I do not know the Iskoot River, I never was up there. I do not know Salmon River, I was never there. I could not tell you at what point this assault occurred."

*Extracts from the evidence of Harry Richardson:—*

\* \* \* \* \*  
 "I could not swear it was in American territory; I do not know. I assume it may be eight or ten miles from the mouth; I cannot say. I go by the boat's run; I do not know where the line is."

*Extracts from the evidence of Charles Henry Hall:—*

\* \* \* \* \*  
 "Q. How far were we from the mouth of the Stickeen when we stopped to have lunch?—From fifteen to twenty miles; but, for safety sake, I will say from ten to twenty miles from the mouth, somewhere about half way from Bucks to Wrangel, that is to the mouth.

"Q. How far from the Big Glacier?—I should fancy from eight to ten miles below. It was 11 o'clock when we left Bucks to go down stream. We got into Wrangel that night, and stopped an hour to an hour and a half."

*To the Judge:—*

"I cannot say whether above or below the Iskoot river or stream.

\* \* \* \* \*  
 "No; I do not know positively if I was or not in American territory. I know it was below what you told me was the boundary line, but I do not know. I believe it is in dispute.

"Of course it would be far enough to be in American territory, if it was below the boundary line.

"I do not know where the actual boundary line is, I understand that it is in dispute. I hear they have recently claimed Bucks. I think this occurred somewhere from ten to twenty miles from the mouth."

\* \* \* \* \*  
 13. The charge of the learned Judge, so far as relates to the question of locality and the defence arising thereon, was as follows:—

\* \* \* \* \*  
 "I have even gone so far in this direction as to declare that the prisoners *plea* of *not guilty* shall, for the purpose of this trial, raise the question of jurisdiction under the general issue, and make him constructively allege that the assault could be no assault, but an act of self defence, (because, according to such implied construction,) it took place in American territory, foreign to our jurisdiction.

\* \* \* \* \*  
 "Now, let us examine and dispose of the question of jurisdiction, so far as this Court and this case is concerned.

"The prisoner's allegation is, that he, an alleged American subject (I say *alleged*, for it has not been proved) was landed on American territory, on the banks of the Stickeen, where the alleged assault took place, and that on such landing his shackles fell off, and, in the eye of the law, he became immediately free.

"Now, the '*onus probandi*,' the burden of proving this is on the prisoner. But what atom of proof have we in the whole evidence of the truth of the allegations on which the implied plea to the jurisdiction is based ?

"The only approach to evidence on the point in support, is the random allegation of this Richardson, a witness utterly unworthy of credit, that it took place about eight or ten miles from the mouth of the Stickeen, with nothing to show that even that distance was within American territory. Mr. Hall, an American gentleman, and a disinterested passenger by the canoe which brought the prisoner down, who gave his evidence in an unaffected, straightforward way, which, I am free to confess, won my confidence at once, and declared him to be the witness of truth, placed the locality of the alleged assault at from fifteen to twenty miles from the Stickeen River mouth, or at the very least, he added, from ten to twenty miles above the mouth. If so, I think we shall be bound to conclude that it took place in British Canadian territory; at least, according to what appears to be the proper construction of the treaty line of demarcation between this and the adjoining country.

"Again, supposing this plea to have been true, it would have been quite competent for the prisoner to have raised it by *habeas corpus*, or whatever the analogous proceeding to that process might have been in Alaska.

"I am bound, however, with the evidence at present before us, to charge you that for the practical purposes of this trial you must consider the occurrence to have taken place either in British territory, and that the custody of the prisoner in British hands was unbroken, or as if it had taken place in British territory.

"It has been distinctly sworn before you that the actual boundary line in the neighborhood of the affray, is now in dispute and unsettled, and where that is clearly the case, it is my duty to direct you that both countries claim and exercise concurrent jurisdiction with the immediate right of action to the party immediately called upon by circumstances to exercise it.

"From that locality to the British vessel 'Grappler,' the prisoner did not land at all. I have endeavored, for further uses, but unsuccessfully in every case, to elicit from the different witnesses the distance of the locality of the assault from the Great Glacier or the Iskoot River or Simpson River falling into the Stickeen, but can get no closer than Hall's evidence that it was from fifteen to twenty, or at the very least ten to twenty miles from the mouth of the Stickeen.

"Now, let us see what the treaties say, remembering throughout that when Alaska changed hands it had to be taken "*cum onere*" with all the treaty obligations attached to it.

"By the Russian Convention with Great Britain in 1825, confirmed by the treaty of Paris in 1856, after the Crimean War, and the Washington treaty in 1871, upon the settlement of the Alabama claims,—this boundary line or line of demarcation was defined *in futuro*, remains now exactly where it was in 1825. Indeed, it has never, that I can discover, after a very close research, been authoritatively laid down or surveyed by the Russian (or United States) and the British Governments.

"Article 3, of the Russian convention of 1825, says, the line 'shall be drawn', but it has never yet been done, and remains still to be done. Until it is done it is impossible for any one to define what really is the boundary along the coast, between Alaska and British Columbia.

"Certainly, neither we sitting here as a British Judge and jury, nor any other Court can presume to do it. That is the function of the treaty-making powers to effect: and the sooner they do it the better, to avoid bloodshed and disputes.

"For the present case, however, it is sufficient that the locality of the assault is either British territory, or in dispute, between the two adjoining countries.

"Approximately this seems to be the direction of the line of demarcation.

"Starting from the southernmost point of Prince of Wales Island up the channel, that is, to the head of Portland Canal, to a point in latitude 56° north;

"Thence the line of demarcation to follow the summit of the mountains which extend in a direction parallel to the coast (or, as Wheaton defines it, of the mountains bordering on the coast), as far as the point of intersection of the 141st degree of west

longitude, (which would bring it to Mount St. Elias), and finally thence along the 141st meridian line to the Frozen Ocean.

"It is between Mount St. Elias and the head of Portland Canal, that the demarcation line which crosses Stickeen River, and is so connected with this case, occurs.

"The narrow strip of coast shore which this last line includes in Alaska, was intended only to secure the long, thin strips of sea-board, so contracted that in Article 5 of the Convention it is called merely a 'border or fringe' of the Continent.

"That Convention which was of permanent, not temporary obligation (except as to a single 10 year clause), gave the subjects of both the adjacent powers the free right of navigation up and down all the rivers and streams of the coast forever, without any hindrance whatever.

"The Washington treaty not mentioning the Convention of 1825 at all, or employing any words to repeal it, declares in clause XXVI, that the navigation of (*inter alios fluvios*) the River Stickeen, ascending and descending from, to, and into the sea, shall forever remain free and open for the purpose of commerce to the subjects of Her Britannic Majesty, and to the citizens of the United States, subject to any laws and regulations of either country within its own territory, not inconsistent with such privilege of free navigation.

"Before dismissing the question of boundary and jurisdiction, I cannot help remarking on the singular mode in which a particular view of a claim by the mere fact of the repeated self-assertion, is made to gather weight like a snowball as it rolls.

"Some people seem to think that the boundary line should be placed at a thirty mile limit from the sea, parallel to the sinuosities of the most winding and indented coast perhaps in the world; whereas, gentlemen, the fact and truth is, that the provision of the thirty-mile limit from the coast is as plainly as words can make it, intended and expressed to be for the purpose of fixing a clear limit in the contingency, and only in the contingency, of the Government line of the mountains parallel to the coast running too far inland, when, so far as such digression inland—if I may so term it—shall extend, the thirty-mile limit shall be the maximum.

"The thirty-mile limit is only in the alternative.

"From the configuration of the country at the entrance of the Stickeen, a line along the summit of the mountains jumping from peak to peak, and disregarding ordinary hills would, judging from actual observations, placed at our disposal by the Chief Justice, take the line of demarcation across the Stickeen within a very few miles of the mouth. The United States and Canada are both almost equally interested in the trade and progress of Cassiar, and in the progress of law and order there.

"Wrangel would not be much without Cassiar.

"Nothing can exceed the kindness, courtesy and consideration exhibited between the United States and British authorities, in connection with this very case, and it is the interest of all to keep up this good feeling by setting at rest all doubts as to boundaries. 'Certainty in the mother of repose.'

"Having now disembarassed your minds of the question of boundary, as far as it at present affects this case, and relegated the final settle ment of the line of demarcation to those whose especial function it more properly is, it is my duty to concentrate your attention on the facts.

"I will merely apprise you that particular care will be taken to send forward, without delay, to the highest authorities capable of dealing with the subject, a full account of everything that is said and done here to day."

\* \* \* \* \*

14. The prisoner was found guilty and sentenced to twenty-one months imprisonment, to commence at the expiration of the former sentences.

15. On the 2nd November, Mr. Fish called the attention of Sir Edward Thornton to the case, in the following terms:—

\* \* \* \* \*

"The prisoner was in the custody of constables, and the route travelled through Alaska was by canoe *via* the Stickeen River. On the 12th of September, they made a

landing at a point on that river only a few miles from its mouth, within the territory of Alaska, for the purpose of cooking food. While thus engaged, the prisoner, although manacled, by some means obtained possession of a loaded shot-gun, and made a deadly assault upon Francis Beegan, one of the constables, at whose hands, it is alleged, the prisoner had suffered indignities. He was, however, overpowered, and at once conveyed to Wrangel Harbor, where he was placed on board the British steamer "Grappler," and taken to Victoria.

"It further appears from what has been intimated to the Consul, that Martin will be fully committed for this assault, and that his case will be given to the grand jury, where a true bill will most likely be found against him, and that the case will then come up in the Supreme Court sometime during the present month.

"From the facts presented in this case, it is suggested that the person in question should not be tried for the offence with which he is charged, it having been committed, as is reported, within the jurisdiction of the United States, and that such being the case, he should be set at liberty.

"I will therefore thank you, at your early convenience, to call the attention of Her Majesty's proper authorities to the matter, in order that a thorough examination of the facts in the case may be made."

16. On the 16th December Mr. Fish again communicated with Sir Edward Thornton, enclosing a copy of the letter from Mr. Lovell to Captain Jocelyn already quoted, upon which Mr. Fish made the following observations:—

\* \* \* \* \*

"It would appear thereby that there was no doubt as to the fact of the transmission of the prisoner through the territory of the United States, and that the presence of the prisoner upon American soil arose from no mistake, but from the intentional act of the colonial authorities in so transporting him.

"I should be glad to be advised of any information concerning the case which you may receive, and have felt it my duty to transmit to you this further information."

17. On the 10th January Mr. Fish took occasion to inform Sir Edward Thornton that he had received advices as to the trial at Victoria, and made the following statements and observations:—

\* \* \* \* \*

"The Consul, who was present at the trial, states that two witnesses who were on the spot at the happening of the occurrence, testified that the assault occurred in what is considered to be Alaska territory; one locating the point near the Stickeen River, eight or ten miles from its mouth, the other at a distance of some ten or twenty miles from its mouth, and that the Judge, in charging the jury, referred at some length to the point of jurisdiction, and to the fact that a question had been raised by this Government concerning the right of a court in the Province to try the prisoner for an offence committed in Alaska, and to correspondence between the two Governments, but stated to the jury that he would entirely disembarass them on that point, by saying that no evidence had been produced, or could be produced, to shew that the offence for which the prisoner was on trial was really committed in Alaska, as the boundary between the two countries on the Stickeen River remained undetermined; one line of demarcation existed showing how far up that river American territory actually extends, whether it was five miles, ten miles, or thirty miles, and that under these circumstances the Court had jurisdiction, or concurrent jurisdiction, and that the proceedings in trying the prisoner were just and proper.

"In the note originally addressed to you, under date of November 2nd, it was suggested that if it appeared that the assault was committed within the territory of the United States, Martin could not properly be tried for the offence with which he was charged, and that he should be set at liberty; and I had the honour to request that you should call the attention of Her Majesty's proper authorities to the case, that an examination of the facts might be made before the case was disposed of.

"The facts were laid before you, and while no unnecessary prominence was given to the violation of the sovereignty of the United States which had taken place, it

was confidently hoped that before Martin was placed on trial for the new charge, or before any proceedings had been taken to continue his imprisonment on the former one, the facts would have been carefully examined by the Colonial authorities, and a conclusion reached as to what course should properly be taken, in view of the rights of Martin and of the sovereignty of the United States, which it was stated had been invaded, and it is a matter of regret that, under the circumstances, the Court, with apparent knowledge of the facts, should have proceeded with the trial and have sentenced the prisoner, and assumed to decide questions having a serious bearing on the rights and jurisdiction of the two countries; moreover, the position assumed by the learned Judge, who presided at the trial, if rightly reported, seems to be such as I feel quite confident will not be sustained by Her Majesty's Government.

"The absence of a line defined and marked on the surface of the earth as that of the limit or boundary between two countries, cannot confer upon either a jurisdiction beyond the point where such line should in fact be. That is the boundary which the treaty makes the boundary.

"Surveys make it certain and patent, but do not alter rights, or change rightful jurisdiction.

"It may be inconvenient or difficult, in a particular case, to ascertain whether the spot on which some occurrence happened is or is not beyond the boundary line; but this is simply a question of fact, upon the decision of which the right to entertain jurisdiction must depend.

"I have the honor, therefore, to ask again your attention to the subject, and to remark that if, as appears admittedly to be the fact, the Colonial officers, in transporting Martin from the place at which he was convicted to his place of imprisonment, *via* the Stickeen River, did conduct him within and through what is the unquestioned territory of the United States, a violation of the sovereignty of the United States has been committed; and the recapture and removal of the prisoner from the jurisdiction of the United States to British soil was an illegal, violent, and forcible act, which cannot justify the subsequent proceedings whereby he has been, is, or may be restrained of his liberty.

"I have, therefore, to express the hope that if Her Majesty's authorities find the fact to be as it is represented, that Martin was conducted by the officers having him in custody, into and through the territory of Alaska, being part of and within the jurisdiction and sovereignty of the United States, he be set at liberty.

"I must not allow this question to pass without entering an explicit dissent from the doctrine which seems to be advanced by the learned Judge who presided at the trial of Martin, that jurisdiction, or concurrent jurisdiction, rests in Her Majesty's Colonial authorities or Courts, over offences committed within any part of the territory of Alaska, even though so near to the treaty line that uncertainty or doubt may exist on which side of such line the offence is committed. It cannot, I think, be necessary to argue this point, or do more than record this dissent and denial of a doctrine, which, I have no doubt, Her Majesty's Government agrees with me in repudiating."

18. These several communications from Mr. Fish, were transmitted to His Excellency, and were promptly forwarded to the the Lieutenant Governor of British Columbia, with requests for full and immediate enquiry and information.

The Lieutenant Governor's despatch containing papers in answer to the earlier of these requests was received on the 1st inst. The last of Mr. Fish's communications has not yet reached the Lieutenant Governor, and his reply cannot be expected for some weeks.

19. The Attorney General in British Columbia concurs in the report of Mr. Justice Crease, who approves the conviction.

20. Under these circumstances, I am called on to advise, *first*,—

Whether Martin should, on the demand of the United States, be released from imprisonment on the sentences awarded at Laketown; and, *secondly*,—

Whether he should be released from the sentence awarded at Victoria?

21. In order to answer the first question, it is necessary to determine whether it is shown that there has been a violation of the sovereignty of the United States.

In support of this view, Mr. Fish before the trial, referred to the letter of Mr. Lovell to Captain Jocelyn, written before the voyage began, as proving beyond doubt that Martin was conveyed through the territory of the United States.

This letter was perhaps written with the idea that the constables might think it necessary to land the prisoner at Fort Wrangel. Perhaps Mr. Lovell supposed that Great Britain had no right to send the prisoner by the Stickeen River.

But whatever were the notions of this Justice of the Peace as to the course that might be taken by the constables, or as to the rights of Great Britain on the Stickeen, it will not be seriously argued in the face of the evidence that they are now of the least importance.

22. I do not understand Mr. Fish to assert that the transport of Martin *via* the Stickeen River was a violation of the sovereignty of the United States. On the contrary, he seems to make no complaint of this, and impliedly, if not expressly, admits the propriety of that act. His position is, that the sovereignty of his country was violated by what took place on the shore of the river, in case the locality should turn out to be within the limits of the United States.

23. In this view, I think it the more prudent course, in replying to Mr. Fish, to deal only with the affair on the shore; assuming, without any special reference to the matter, the legality of the transport by the river.

24. Nevertheless, as the other question may arise at any moment, it seems proper to give it some degree of consideration forthwith.

25. The sixth article of the Convention of St. Petersburg, of February, 1825, is as follows:—

“It is understood that the subjects of His Britannic Majesty, from whatever quarter they may arrive, whether from the ocean or from the interior of the continent, shall forever enjoy the right of navigating freely, and without any hindrance whatever, all the rivers and streams which in their course towards the Pacific Ocean may cross the line of demarcation upon the line of coast described in Article 3 of the present Convention.”

26. It seems to me clear that the unrestricted right of navigation by Her Majesty's subjects under this article still existed in its integrity at the date of the Washington Treaty of 1871.

27. The mode in which the latter part of the 26th article of that treaty came to be introduced appears by the following extract from the protocols of conference:—  
“The American Commissioners repeated their views as to the navigation of the River St. Lawrence in its natural state.

“The British Commissioners replied that they could not admit the claims of American citizens to navigate the River St. Lawrence as of right, but that the British Government had no desire to exclude them from it. They, however, pointed out there were certain rivers running through Alaska which should, on like grounds, be declared free and open to British subjects, in case the River St. Lawrence should be declared free.

“The American Commissioners replied that they were prepared to consider that question.”

28. The latter part of the 26th article is as follows:—

“The navigation of the Rivers Yukon, Porcupine and Stikine, ascending and descending, from, to, and unto the sea, shall forever remain free and open for the purposes of commerce to the subjects of Her Britannic Majesty, and to the citizens of the United States, subject to any laws and regulations of either country, within its own territory, not inconsistent with such privilege of free navigation.”

29. At the time of the negotiation, British subjects had already the fullest right to navigate, for all purposes, all the streams flowing from the British territory in the interior through Alaska. The United States had no right to navigate any of these streams beyond the boundary of Alaska. Great Britain asked for, and obtained as a concession, a limited right to navigate three of these streams for certain purposes,

conceding to the United States the right to navigate these three streams through Columbia on equal terms. Thus this so-called concession by the United States, was, in fact, a concession by Great Britain to the former country, which gave nothing and got everything.

30. I have never been able to form a plausible conjecture as to the reason for the action of the British Commissioners.

I can hardly assume that they were ignorant of the rights of Great Britain under the St. Petersburg convention, or had satisfied themselves that those rights no longer subsisted.

Still less can I believe that they, knowingly and deliberately, determined to abandon those rights, not merely without an effort to defend them, but without the least indication that they were attacked by the United States.

31. On any reasonable view, Canada is, I think, fairly entitled to ask Her Majesty's Government to adopt the contention that this so-called concession to Great Britain has not, at any rate, the effect of depriving her of the more ample powers of navigation which she then possessed.

32. In this view, our right to navigate the Stickeen being general, and not restricted to commercial purposes, I have not enquired how far the more restricted right of navigation under the Washington Treaty would authorize the use of the river for the conveyance of a prisoner in a vessel belonging to a British subject, and I think we should, notwithstanding some questions which may be raised, assume for the purposes of the case that such a use of the river is lawful.

33. It would follow that if Martin were brought down the river without landing on the United States shore, no violation of their sovereignty would be committed.

34. But I am not prepared to admit that, the transfer by the river being lawful, to land would be necessarily a violation of their sovereignty. The right to navigate a river includes the power to make some use of the shores. The extent of this power, however, is not very accurately defined, and is perhaps not susceptible of precise definition; and its use in such a case as the present is perhaps open to observations which may render it more prudent not to exercise the right.

35. But while contending for such a right in the abstract, I am obliged to admit that, irrespective of the difficulties at which I have hinted, the evidence on this particular case is not full enough to enable us, at any rate without further enquiry, to claim that the use actually made of the shore was lawful, if the landing were in fact within the territory of the United States.

36. But it seems needless now to enter into further enquiry or consideration on this branch of the case, because the contingency on which alone it would be material does not arise.

It does not appear the landing was in the territory of the United States.

37. Under the convention of St. Petersburg, the line of demarcation (in this region) shall follow the summit of the mountains situated parallel to the coast; but whenever the summit of the mountains, which extend in a direction parallel to the coast shall prove to be at a distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia, shall be formed by a line parallel to the windings of the coast, and which shall never exceed the distance of ten marine leagues therefrom.

38. The boundary line has not been marked.

The uncertainty attending the question is not attributable to the Canadian Government which has made earnest, though hitherto unsuccessful, efforts to arrange for the formation of a joint commission to mark the limit at the Stickeen.

39. The Canadian Government in view of the accumulating complications, lately directed that an officer should be despatched to the Stickeen River to gather further information as to the boundary at that point; but this enquiry, which is not intended to be exhaustive, will be probably imperfect, and its result will not be known for a considerable time.

40. It is to be observed that Mr. Fish does not furnish any information tending to elucidate the point.

41. To ascertain the limit we must find the point (if within ten leagues from the coast) where the mountains strike the Stickeen; to ascertain in whose territory the assault took place we must find whether the locality is above or below that point.

42. On neither of these questions is there any sufficient material for a decision.

43. Referring to the evidence at the trial. No witness gives the least information as to the mountains.

Beegan says that having left Bucks early in the morning they landed between eleven and twelve; at another part of his evidence he says he cannot tell whether they were a mile from Bucks when they landed.

Richardson (whose evidence the Judge discards) says only that he assumes the landing place may be eight or ten miles from the mouth of the river.

Hall says it was from 15 to 20 miles, or from 10 to 20 miles, from the mouth; about half way from Bucks to Wrangel, that is the mouth; from 8 to 10 miles below the big glacier. He says it was 11 o'clock when they left Bucks; and that they got to Wrangel the same evening.

There is thus literally no oral evidence on the vital questions.

44. The Judge transmits with his report a sketch by the Chief Justice of British Columbia, of observations which he made on the Stickeen.

This sketch shows plainly that the mountain range is very close to the shore; but I do not understand that it is presented as being absolutely correct, or drawn accurately to scale. It appears to be a sketch, not a chart; and it is in no way verified.

I append the certificate of the Surveyor General, showing that, according to this sketch, the distance from the mountain height to the river mouth is  $12\frac{3}{4}$  miles, and from Bucks, or the great glacier, to the mountain heights,  $20\frac{1}{10}$  miles.

45. Published maps, of which I append tracings, show the mountain range quite close to the shore; and they also show a number of Islands at the mouth, and in the estuary of the Stickeen, and others close to the mainland. They do not corroborate the sketch at all particulars.

46. It is difficult to know what the witnesses meant by "the mouth of the River," and whether the place so designed by them is, in fact, identical with the coast or with the mouth, as shown in the sketch and maps, and it is not easy to say where on the maps the "Coast" is to be found.

47. Applying to Hall's evidence, the distance made out from the Chief Justice's sketch, they would rather lead to the conclusion that the occurrence took place in British territory. For example, he says they left Bucks about 11, and it seems from other evidence that they landed before noon. If he be correct they must have been far less than 20 miles from Bucks, and, therefore, some distance above the boundary.

Again, he says they may have landed 8 or 10 miles from the great glacier, thus placing them some distance above the boundary. Again, the shortness of the time occupied, according to his account, by the voyage before the landing; as compared with the time occupied in going thence to Wrangel, would lead to the inference that the landing was very much nearer Bucks than Wrangel, and, therefore, above the boundary.

On the other hand, he says that the landing was about half way "between Bucks and Wrangel, that is the mouth." I am not sure whether this place was a correction, or whether it shows that he was speaking of Wrangel as the mouth; if the latter, this would bring the landing very close to the boundary; and the same result follows from his estimate of the distance.

48. But it is impossible to rely on these loose conjectures as to time and distance, hazarded by the witnesses, or on the calculations made from rough sketches; still less is it possible to rely on results obtained by the combination of the evidence, with the sketch. The place is probably within a few miles of the boundary; but on which side of it no one can, on the available materials, pretend to decide.

49. I am, therefore, led to the conclusion that it does not appear that the landing took place on the territory of the United States, or that the sovereignty of that country has been violated; and I am consequently of the opinion that, upon our



present information, there is no ground for discharging Martin from the imprisonment awarded at Laketown.

50. I would be disposed to recommend that this view should be presented to Mr. Fish, and that he should be at the same time informed that the Government will be prepared to consider any information which he may think proper to furnish, tending to establish that the place of the assault is within the boundary of the United States; and, further, that the Canadian Government has itself (in connections with other questions which have arisen on the river) directed some enquiry as to the boundary at the Stickeen; but I think he should also be told that it is thought that no satisfactory conclusion can be reached before the settlement of the boundary between the two countries; and that, even then, it seems doubtful whether the locality of the assault can be fixed with sufficient certainty. I think also that he should be again invited to concur in steps for the ascertainment of the boundary at the Stickeen.

51. It is unnecessary for me to enlarge on the dangerous consequences of concession in this case. Concession, however guarded, would involve a practical admission that the boundary line may be a considerable distance inland, and it may take us past the first range of mountains, and thus leaving us to the alternative limit of ten leagues, take us past a seaport which is thought by the British Columbians to be within their territory. To concede the seaport would, it is said, be to concede the trade with the interior. There may, therefore, be much more at stake than a few miles of barren land.

52. From a letter written by the late gaoler at Cassiar, and transmitted by Mr. Justice Crease, it appears that Martin stated to the writer that he had, prior to his coming to Cassiar, stabbed the mate of a ship at "Astoria," in Oregon, for which offence he was there confined, but had liberated himself by stabbing, almost fatally, his gaoler.

53. It would, I think, be proper to communicate this statement to Mr. Fish, who may, after investigation, think fit to demand the extradition of Martin under the terms of the extradition treaty, should the offence referred to be found to come within its provisions.

54. I turn now to the second question, namely, whether Martin should be released from imprisonment on the conviction at Victoria.

55. A favorable decision on the first question would, obviously, have involved a like result as to the second; but an adverse decision on the first question does not involve the same result as to the second. In the first case, the burden of proof is on those who affirm that the sovereignty of the United States has been violated; in the second, the burden of proof is, as it seems to me, on the other side.

56. I think that there is no concurrent jurisdiction of the courts of the two countries; that the court of British Columbia had jurisdiction only in case the offence was committed within that Province; and that it devolved on the Crown to prove that fact.

57. I have already stated that, in my opinion, there was, on the trial, no evidence to show in which of the two countries the act was committed. It is not proved to have been committed in Alaska; but neither is it proved to have been committed in British Columbia. There is, therefore, in my judgment, a fatal defect in the evidence for the Crown.

58. The only argument that occurs to me in support of the conviction is that derivable from the claim of right to use the shore to which I have referred.

59. But having regard to the considerations already hinted at in this connexion, and to others which arise upon the proceedings at the trial, I do not think it would be proper, on the present evidence, to treat this as a ground for sustaining the conviction.

60. It does not appear to me that the prisoner has any remedy in the Courts; but at any rate it is clear that the case is one in which the prerogative may be used if thought expedient.

61. For the reasons I have given, I think the conviction at Victoria not sustainable, and I should be disposed to advise that the sentence of the prisoner on that conviction be remitted.

62. However, I do not now, on this any more than on the first point, make a formal recommendation.

63. Had the prisoner, who is not shown to be a citizen of the United States, been arrested at any time after the assault in territory known to be British, the question of jurisdiction to try him for this assault would have been in fact, as it is in form, merely municipal; and could hardly have given rise to any right on the part of the United States to intervene.

64. But by reason of the capture of the prisoner on, and his deportation from, the doubtful territory, the case is altered, and the second being like the first question, raised beyond the level of a domestic matter, involves the relations of the Empire with the United States.

65. Under the special circumstances, it seems to me fitting that formal action should be deferred until His Excellency has the opportunity of learning the opinion of Her Majesty's Government, with a view to an agreement on the course to be pursued.

66. Accordingly, I recommend that copies of all the material papers, and of this memorandum, should be transmitted to the Secretary of State for the Colonies for the information of Her Majesty's Government, with an intimation that His Excellency will be glad to learn their views.

67. I recommend that Sir Edward Thornton be informed that this course is being taken, and that meantime action is deferred.

I recommend that, for Sir Edward Thornton's own information, copies of the papers and of this memorandum be transmitted to him confidentially.

68. For convenience, I append a schedule of the papers to be transmitted.

(Signed) EDWARD BLAKE,  
M. J.

*Schedule of papers to be transmitted to Secretary of State, with report on Martin case.*

1. Mr. Justice Crease's notes of the trial of the Queen vs. Martin, including the evidence, and his charge to the jury.
2. Mr. Justice Crease's letter enclosing these notes and communicating his observations on the trial, to which is appended a copy of Chief Justice Begbie's sketch of his observations on the Stickeen.
3. Letter of Mr. Justice Crease, enclosing a copy of letter from N. Fitzstubs, late gaoler at Cassiar, of 1st January, 1877.
4. Report of Attorney General of British Columbia to the Lieut. Governor.
5. Letter of the Lieut. Governor to the Secretary of State, of 11th January, 1877.

ATTORNEY GENERAL'S OFFICE, 3rd January, 1877.

Sir,—In accordance with the Secretary of State's despatch of the 15th November last, addressed to Your Excellency, I have the honor to transmit a copy of the Judge's notes of the trial of Peter Martin, together with the covering letter of Mr. Justice Crease to the Secretary of State, and beg to request that you will forward the same.

Mr. Crease's remarks are so full that I think it unnecessary to go over the same ground again, especially as I entirely concur in the views expressed by that gentleman on the subject.

I have the honor to be, Sir,

Your obedient servant,

(Signed) A. C. ELLIOTT,  
Attorney General.

To His Excellency  
The Lieutenant Governor.

## BRITISH COLUMBIA.

SUPREME COURT, VICTORIA, 26th December, 1876.

SIR,—I have the honor to forward to you, for the information of His Excellency the Governor General, copy of my minutes of the trial of *Regina vs. Peter Martin, alias Bricktop*.

This prisoner was tried before me at the Fall Assizes, recently held by me at Victoria, upon the charge of having assaulted and wounded a peace officer on the 21st September last, in the execution of his duty, while bringing the prisoner down from Cassiar to undergo two previous sentences at Victoria.

After a long and patient trial, in which the prisoner was undefended, and, therefore, allowed unusual latitude, he was found guilty of the assault upon a peace officer, but not of the wounding, and sentenced to eighteen months imprisonment with hard labor, to take effect from the expiration of the two sentences which had been previously passed upon him by Mr. Justice Gray, at the Cassiar late Assizes.

He claimed to be a citizen of the United States, but from some remarks which fell from him when assured he was under the protection of the honored flag of the United States, and the justice loving Union Jack of England, I inferred he certainly was born in the United Kingdom, especially as he had a fresh Irish accent, and very possibly had not changed his allegiance.

The American Consul, Mr. Eckstein, informed me that on prisoner's application to him officially to appear and assist at the trial, he had replied that if the Court sent for him he would come.

When requested by prisoner to apply for such assistance, I declined on the ground that every Canadian Court is competent to do its own duty without extrinsic aid.

But on his being subpoenaed, at my suggestion, for the defence, Mr. Eckstein was offered, by courtesy, a seat at my side on the Bench during the whole proceedings. He was not examined.

The views of the Court on the subject of jurisdiction, as affecting the particular case, may be gathered from the enclosed *Victoria Daily Standard* newspaper report of the Judge's charge, which, however, conversationally reported and condensed, I accept as substantially correct.

The "observations" referred to are noted on the annexed sketch given to me on the bench by Mr. Eckstein, as having been just furnished to him by the Chief Justice, and made from magnetic observations on the spot by Sir Matthew Baillie Beggie, no mean authority on that subject.

In reading the notes of the evidence of the witness, Harry Richardson, I am obliged to apprise you that his statements are only of value so far as they are against the prisoner.

His evidence and conduct throughout were so transparently the result of either bias or preconcert, that I was compelled to disallow him the usual witness' fees.

Hall, the best witness, after the prisoner was sentenced, stated in open Court—  
"That had Beegan been murdered he should have held Richardson as an accessory before the fact.

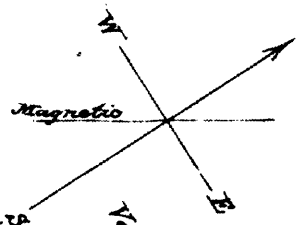
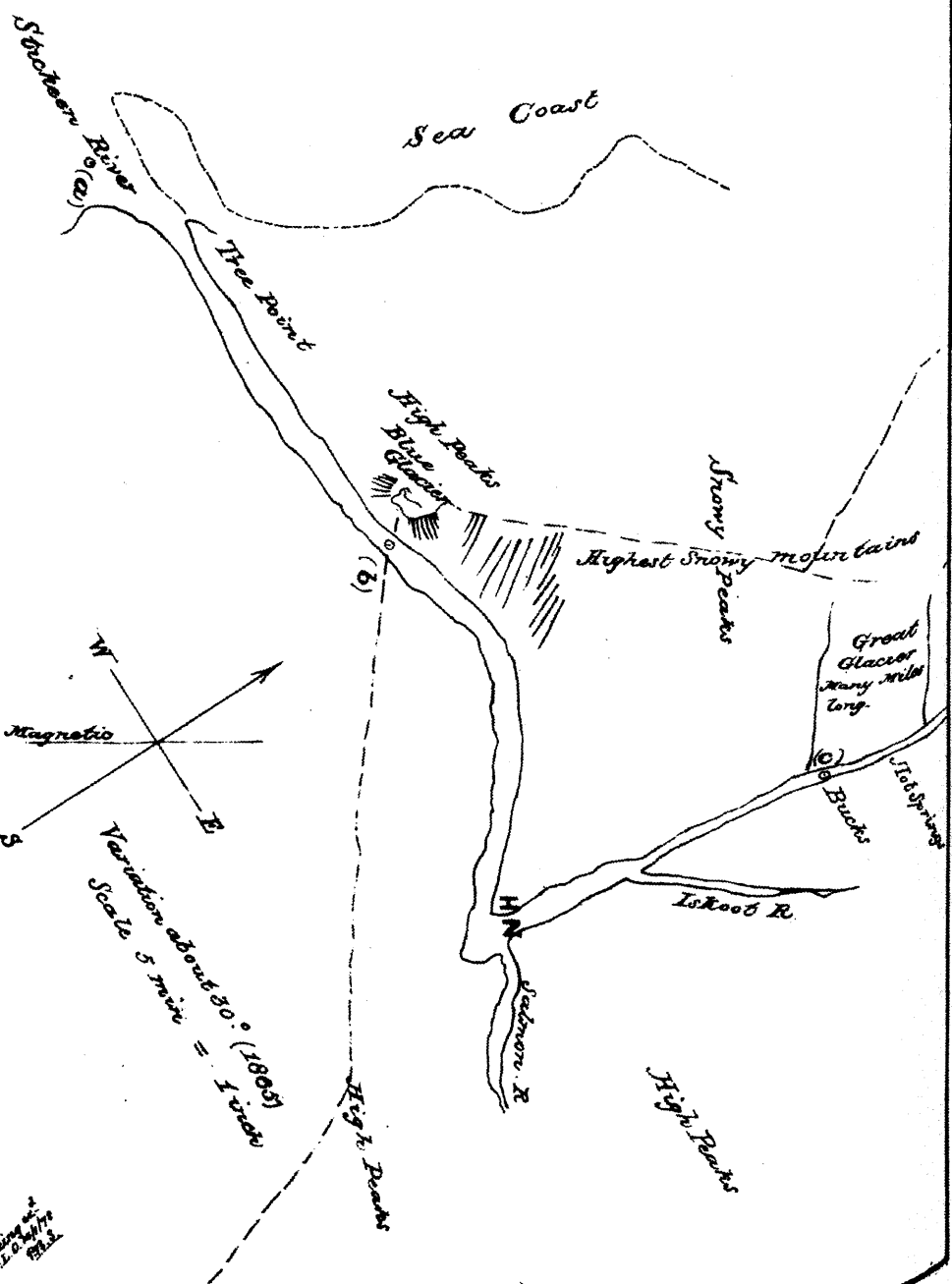
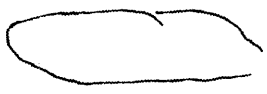
"That but for his conduct it could not have happened. I mention this now only in case attempt should be made to lay any weight on his evidence, that you may be armed with the facts".

If the evidence of Hall, as to the locality of the assault be correct, viz: from ten to twenty miles up from the mouth or (Irse Point), then, according to my construction of the line along the summit of the mountains nearest the coast (omitting even hills and mountains not snow-capped or clad)—the occurrence took place in Canadian territory.

The line which apparently legally answers to the description of the demarcation line in the Russian convention of 1825, would, in the accompanying sketch, fall approximately along the line I have dotted for the purpose in red ink.

Mary Islands

58° 30' N.  
138° 22' W.  
Wrangell



Variation about 30° (1889)  
Scale 5 miles = 1 inch

Tracing by  
J.L. Clarke  
1891

And as the deep water at the head of ocean navigation only extends to (red ink) H. N., such a construction would give us a *seaport and harbor in our own territory*. The importance of which in such a position I need not point out to you.

Failing the settlement of the boundary by survey (for all temporary unauthorized lines the law in criminal matters cannot know,) a special convention would be a matter of prime necessity to give freest navigation to both nations up and down the Stickeen for all innocent purposes.

The case has attracted great interest. The Court House and its approaches were densely packed with people, for it was felt that the possibility of administering justice at all in Cassiar was on its trial.

If prisoners cannot be brought safely down the Stickeen by canoe as well as steamer (there were no steamers when the treaty was made) and land at Victoria, they cannot be carried safely over 600 miles of unbroken forest *via* Quesnel mouth to New Westminster.

And here it must be noted that there are occasions when only canoes can be used up and down such a swift river as the Stickeen; and that implies, as a necessary incident, the necessity of landing occasionally for innocent purposes.

Again, prisoners cannot serve out their time in such a high latitude and climate as Cassiar—if it were only on account of the expense. And without punishment for infraction of law which, for nearly twenty years, has invariably followed crime in Columbia, the safety of the trade in Cassiar (and a valuable trade it is to the Dominion over all the Arctic slope) must depend on bowie knife and revolver.

Although this would still more greatly injure Alaska and Wrangel—our first consideration must be our own duty in the matter.

The one Constable for all that territory would be afraid to act. The moral effect upon which the Court relies for the execution of its decrees, in a country without a single soldier, would be gone, and the Canadian name, for order and good Government, would proportionately suffer.

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

(Signed) HENRY P. PELLEW CREASE,  
*Judge of the Supreme Court of B.C.*

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS BRANCH,  
OTTAWA, 6th February, 1877.

Referring to the diagram of the country in the vicinity of the Stickeen River, the boundary between British Columbia and Alaska, accompanying the letter of Mr. Justice Crease to the Honourable the Minister of Justice, dated the 26th December last, the undersigned hereby certifies that, according to the scale given, the several distances, as follows, taken from the said diagram, are correct, that is to say:

1. From the mouth of the said river, assumed as point A on the tracing of the said diagram attached, measured on the river to the crossing of the same by the dotted red line connecting the two points laid down thereon as "High Peaks" on the west side, and "High Peaks," "Blue Glacier" on the west side of the said river, shewn as point B on the tracing herewith, is twelve miles and two-thirds of a mile.

2. From the point B above, still ascending the river and generally on the centre line thereof, to a point thereon directly opposite the word "Bucks" on the diagram, shown as point C on the tracing, is twenty miles and four-tenths of a mile.

(Signed) J. S. DENNIS,  
*Surveyor General.*

The Honorable  
The Minister of Justice, Ottawa.

## BRITISH COLUMBIA.

VICTORIA, AUTUMN ASSIZES, ON 16TH DECEMBER, 1876.

(Before the Hon. Mr. Justice Crease.)

*The Queen vs. Peter Martin, alias Brick Top..*

Indictment read to the prisoner.

Prisoner pleaded not guilty.

The prisoner was not defended.

Mr. Attorney-General Elliott for the Crown.

The Judge (Mr. Justice Crease) informed the prisoner that he could object to any of the jury before coming to the book to be sworn without cause, a permission of which he availed himself by objecting to the foreman and three jurors.

On the jury being empanelled, the prisoner objected to Neil Morrison, foreman; Blackmore and Gerritson, and they were rejected. The prisoner did not object to any other juror.

Alexander Collier chosen foreman.

The jury sworn.

The Judge informed the prisoner that, as he claimed to be a foreigner and undefended, he should allow him as much latitude in examination as was consistent with justice, and repeatedly cautioned him as to the effect of his questions as admissions on the minds of the jurymen.

Indictment read.

The prisoner wished the American Consul, Mr. Eckstein, to be present, and that the trial should not proceed without him.

The Judge refused to associate anyone with the Court in trying the case, but would be very happy to see him if the prisoner wished it, and would subpoena him at the expense of the Crown.

The Attorney General thereupon subpoenaed him as a witness for the defence.

The Attorney General addressed the jury for the prosecution.

The charge, he said, was a heavy but simple one as far the jury are concerned, and the evidence of the assault complained of clear.

It would not be necessary for him to go into the question of jurisdiction which had been raised with them as it would be more properly dealt with by the Court at a later stage.

He then succinctly detailed the facts of the case. That the prisoner, a desperate character, under sentences for assaulting a peace officer and for an escape, was being carried down to Victoria by two constables from Cassiar by the ordinary route of the Cassiar trade, namely by the Stickine; that, wet and weary after three days' rain in a canoe, the party landed to cook the necessary food. Being in the canoe, the only mode of conveyance then available, and the weather so wet and cold, they were compelled to land for the purpose.

During these proceedings a gun was left loaded by one of the constables near the fire; prisoner instantly seized it and made for the bush, was pursued and summoned to surrender several times by Beegan the chief constable.

On his refusal, being fired at returned the fire, and, after a hand-to-hand conflict, in which Beegan's head and shoulder blade were broken, was prevented from escaping, put on board a British ship at Wrangel, and brought in unbroken British custody to Victoria.

The offence charged in the indictment was thus completed.

FRANCIS BEEGAN, sworn:—I know the prisoner at the bar; I was at Cassiar last season; left there (Lake Town, Cassiar) for Victoria on the 11th September last.

I was sworn in as special constable previous to leaving by Judge Vowell, to take Peter Martin as a prisoner to Victoria. He was a prisoner for a year and three months for an assault on a constable there and breaking gaol—two separate offences. I believe Harry Richardson was sworn in also as a special constable to my assistance.

I believe so because he acted in that capacity. I am reading from notes made at the time I speak of—not made subsequently.

(On inspection, reference to these notes was permitted.)

I arrived at Glenora on the 18th September. Left Glenora on the 19th to come down. I came down in a canoe; it was the only conveyance I could get at that time. I met the steamer going up as we were coming down. Harry Richardson, a man named Mr. Hall, myself, the prisoner, two Indians and a Klochman were in the boat. Mr. Hall was a passenger; was not in any way connected with our party. I landed at a place on the river. On the first day we camped on the bank of the river. I started early the next morning, the 20th, and went down the river. We stopped again that day and landed to take lunch or dinner, and stopped the night at Bucks. Left Bucks early on the morning of the 21st. Stopped that day near noon at a good place for camping. Between 11 and 12 it was raining hard; we were all cold and hungry, so we stopped to have lunch. The Indians took up the cooking things and an axe for the use of Mr. Hall and ourselves, and the Indians lit a fire; boiled some water and made some tea. We bought some kind of canned meat at Glenora. Told Richardson to get the meat out of the ssek and cook it, while I stood by on guard till they had done eating. When the prisoner had done eating his dinner, Richardson walked forward to me, and, I think, was filling his pipe. I said to him, "Harry, take hold of this gun until I have something to eat," laying the gun loaded with buckshot and powder up against a tree quite close to Richardson and me. The prisoner was about ten or twelve feet off. I was this side of the fire, a long log fire six feet long, and prisoner was on the other side. I stood up to eat.

As I turned my back to Richardson, I went to the teapot and was in the act of filling out some tea. The Indian hollowed out. "Oh! he is gone!" (in English). I looked round and Martin was backing out in this position, pointing the gun towards me, and going towards the woods from the water. At the same time expressing himself in this way, "Now, you son of a bitch, I've got you."

He had the gun held with his hand on the lock, and pointing at me. That is the gun (identifying a barrel and a broken stock of a gun.) He was still in the act of holding back when he said that. I had no pistol—I took up an axe and followed him up. Richardson had the pistol. When I picked up the axe prisoner was about as far off as the door; it may be 35 feet; not more. The prisoner got behind a tree and presented the gun at me. Drew a bead on me. I saw his eye. I got behind a tree also. I went back a few steps to shelter myself by the tree. I backed a short distance to where Richardson was, and took this pistol out of Richardson's hand—a small 5 barrel pocket pistol—and gun produced and identified. I covered myself with trees and went to the tree he had left. Then he retreated from the first tree and got behind another tree, about 40 feet further on, near an open space a small swamp. I said to him, "Brick (a familiar name) lay down your gun and come along like a man." He did not come along.

Here the United States Consul came and (at my invitation) sat on the usual bench. I told him I had raised the question of jurisdiction for the prisoner, and should dispose of it afterwards.

He said, "You son of a bitch, I shan't go with you. I've got the charge for you now that you put in for me." He had it up to the tree in this position, drawn on me and one hand on the lock, as well as I could see. A few minutes passed between the both of us in that position. When he said something about my not taking him from that country, I said he was in my custody. He said, "You lousy son of a bitch, you'll never fetch me alive." Then I said, "If I don't, I'll fetch you dead." Then, after some more strong words, I fired at him behind a tree. We both kept well behind trees, he all the time trying to cover me with the gun. I never hit him. I considered I was firing in self defence. I hollowed on Richardson to bring some ammunition. I only fired two shots; there were three in the pistol. Martin hollowed out "Don't come near Harry, I don't want to kill you, I want to kill the son of a bitch."

Richardson took the hint and kept back; Harry did not come. I stood my ground and told Martin he should never get away from there till I should have him or kill him.

The prisoner said to me " Fire on, me you damned son of of a bitch, you can't hit me." I stopped firing I was afraid I would get out of ammunition. I remonstrated with him again. He backed to another tree. I followed and got closer than before. Then he stooped down on his knees and fired off the gun which was loaded with buck-shot. It did not hit me. After he had fired the shot, now I cried out to him, " Martin lay down that gun or I'll shoot you." He said, " Shoot,—shoot you God damned son of a bitch; shoot and be damned, I am never going to let you have this gun till I kill you." I drew my pistol and tried to fire; it snapped and would not go off. I made a jump at him and as I got beside him, my foot slipped. He struck me with the butt end of the gun and it broke over my head. I was not down but stumbling, else he would not have struck me at all. On my getting up he struck me over the shoulder blade and broke it. We wrestled for the gun, I holding the gun in my left hand and arm, the other arm being disabled at that time. And it was the first time he came near, I mean Richardson, who came up with a Siwash (Indian)—I was too much occupied to look round—the Indian took the gun and Richardson took hold of the prisoner along with me. The Siwash (Indian) picked up the stock; he had the barrel; the stock was broken as it is now over my head. At the time he struck me on the shoulder the pistol went off, the ball went in outside the right jaw, the ball came out close under the right eye. We all went down the bank of the river where the canoe was. The prisoner was handcuffed all this time with the same handcuffs I had put on at first. I told Richardson, in addition, to put leg irons on; we always had, when camping at night, leg irons on. All the time from Dease Creek to Victoria he had either hand-cuffs or leg irons on, never both together, except after the assault. We then proceeded to Wrangel; never stopped any where else. I put him direct on board the steamer " Grappler " in charge of Richardson. I went ashore, I had a letter from the Magistrate at Glenora on her Majesty's service to deliver to Captain Joscelyn, commander of the Forts at Wrangel; I did deliver it. I had been bleeding and was covered with blood, I enquired for the Doctor who was there and Judge Gray. The Doctor took me up to his apartments and dressed my head and face.

Cross-examination deferred.

JOHN SEBASTIAN HELMCKEN, sworn :—

I am member of the Royal College of Surgeons. I have seen the last witness before. Beegan came to me in my office. I examined him; found he had a broken scapula. He had a wound also on the cheek (right), and a wound in the scalp. It had been split open. I did not examine it closely, as it was covered with blood, so I let it heal. That gun could readily do it. The force required for such a blow would depend on the weapon. I did not consider this a dangerous wound. It was such a wound as could have been inflicted by the butt end of a gun, or by the guard. I examined his shoulder. Had a fracture of the scapula blade bone. That I think was a fracture which required a strong blow. The wound in the face and the cheek I did not take much notice of. He told me how it happened. I saw him, you must recollect, in my office in Victoria. I do not remember the date. It was the day after he arrived here.

*Cross-examined by Prisoner :—*

Q. Could the barrel of that gun break a shoulder, considering the man was manacled?—I think so; you are a pretty strong fellow.

Q. Would it not have made an abrasion on the skin?—Not at all necessary it should do so. The man had his clothes on. You mean, I suppose, he might have received it in some other way.

Q. How did he fall?—He slipped before he came, so he says. He fell on his face. I mean by that, if he fell on his face he would not be so likely to break his shoulder; of course, any violence sufficiently applied might break a man's shoulder.



*To the Foreman:—*

Q. Could it have been broken in falling by the branch of a tree, on the ground, or in falling?—The witness said he did not fall, but stumbled. I say again such a break would require violence.

*To the Attorney General:—*

It is improbable that a fall with the description of it should break the shoulder-blade.

*Re-called Beegan:—*

I did not have much of a stumble. I grabbed at him, and my foot slipped. I did not fall down.

*Dr. Helmcken to the Judge:—*

Such a fall as witness has described would not have broken a shoulder-blade.

*Cross-examination of Beegan by prisoner resumed:—*

Q. Did you hear the indictment read?—I did.

Q. What was your occupation at the time of the assault?—Special constable.

Q. Under what jurisdiction were you acting—I mean under what authority?—Under the authority of the Gold Commission of Cassiar, I mean Mr. A. W. Vowell, a Justice of the Peace.

Q. Is Mr. Vowell an officer of the American Nation?—I don't know.

Q. What authority did you carry with you to carry me through the American territory?—The authority of Judge Vowell.

Q. Where were you when this alleged offence took place?—On the banks of the Stikine River.

Q. Have you been up the Stikine River more than once?—Twice. I do not know where the supposed dividing line is on the Stikine River.

Q. Do you know where the first gin mill is on the river?—No.

Q. Do you know where they sell it?—I never drank any gin on the river. I did drink some liquor on the river; I did drink some on the day of the alleged offence, down the river. I drank some after the offence occurred, and wanted it pretty badly too. I don't recollect drinking on that day, previous to the occurrence.

Q. What were you occupied at the night previous to the alleged offence?—Watching you.

Q. At what time did you go to bed in the morning of this day?—I believe I lay down a short time but did not sleep any. I gave Richardson charge of the prisoner as he lay down beside him on the bed on the floor at Buck's house, the only house on the river that any person did live in from leaving Glenora. It is a general store in which whiskey as well as other things are sold.

Q. Is there not one part of that store used especially for a bar?—I believe so.

Q. Which part did we occupy?—In the place where the whiskey bar was, and a stove to keep us warm for the night.

Q. Did you not drink there several times before we went to bed that night?—I might have drunk once or twice. I don't recollect.

Q. Did we not drink several times?—We did not.

Q. Did we not have a bottle of liquor in the house after it was closed up?—I don't recollect anything about it.

Q. Did Mr. McIntee not leave a bottle of liquor for you on the table while you sat up. A bottle of whiskey is quite a large article?—I don't recollect.

Q. In the morning when we started don't you recollect taking a bottle of liquor with you?—I don't recollect any such thing.

Q. I'll ask you if you remember a remark that Mr. Hall made after the alleged offence took place?—I don't recollect.

Q. Did he not say, "Sir, if there had not been so much whiskey in this it would never have taken place"?—I don't recollect his ever having made such a remark.

Q. What kind of a bottle was it you drank out of after this alleged offence took place?—A small flat flask; Richardson had it in his pocket.

Q. What was that pet name you called me when you ordered me away from the table at Choquette's?—I don't recollect calling you any other than your given name. I don't recollect my ordering you away from the table at Buck's.

Q. Did not I sit down at the table at Buck's?—Not to my knowledge.

Q. Did not you come to the door and say "You son of a bitch come out of that if you eat there you will have to pay for it yourself"?—I never said such a thing (emphatically).

Q. Are you aware how far the American territory stretches up the Stikine River?—I do not know.

Q. Did you not have a bottle of liquor on the table during the night?—I don't recollect.

Q. Do you mean you don't recollect if you did have it or did not have it, or what?—I recollect not having it to my knowledge. There were bottles belonging to the man the house belonged to. We did not have any whiskey there in the night time. I don't recollect having any bottles at all on the table. There were bottles belonging to the man of the house. I would not let you have any. I don't recollect testing any to see what they contained.

Q. Did they contain whiskey, brandy, or gin?—I don't know what they contained.

Q. In the morning did not you give Richardson a nip out of the bottle when you turned in?—Don't recollect anything of the kind.

Q. Did not you say—"Harry, here is a cock-tail to wash the cobwebs out?—Don't recollect anything of the kind.

Q. Are you a good singer Mr. Beegan. Did you sing any on the road. Come, admit something, your voice is charming I admit?—I did not.

Q. Were not you singing, "Whiskey you're the devil drunk, or sober"?—No.

Q. Had the Siwashes any liquor in the canoe?—Don't know, I did not see any.

Q. Did you see them pass a tin cup on a paddle through the canoe?—I only saw water taken.

Q. Is it necessary to put a tin cup on a paddle when they could dip it into the river?—I never saw any such thing.

Q. Do you remember perfectly the day we left the head of Dease Lake?—Perfectly.

Q. Did not you have that pistol in your hand at that time?—Don't recollect, I might have had it in my hand, but I don't now recollect.

Q. Did you not point it at me that day, and say, "If you go ahead of me I'll shoot you!"?—No; not that day.

Q. Did you caution me at all?—I told you to keep right along, to keep close to the pack train which was about a mile ahead. You were riding: I was walking.

Q. Do you remember the night we arrived at Telegraph Creek?—I do, perfectly.

Q. Do you remember going to bed in the morning?—I don't recollect going to bed at all at Telegraph Creek.

Q. Where were you all night if you did not go to bed?—I was sitting up in the same room where you and Richardson were sleeping, in the restaurant where there was a stove, and only just went out to make water.

Q. Were you in any other house during the night, previous to going to bed?—Yes; I had to take you out of the saloon; I was taking care of you; I had no other place where to put you.

Q. Were you not playing whiskey sinch there?—I believe it is a game of cards.

Q. You know what the game of sinch is?—Yes; sinch is seven up. I might have played a game of cards in the saloon that night; I don't recollect.

Q. How many games did we play?—I don't know anything at all about how many; I don't recollect your playing cards with me.

Q. Were you drinking with a man named McIntee there?—I don't recollect it; I might have taken some; I cannot say positively.

Q. Were you in company with him?—He was in company with me.

Q. Were you not talking about old times in America?—I don't recollect.

Q. Was there not a third party along with you—a tall man?—I don't recollect. I recollect a McNeil coming into the saloon and I put him out. I saw him in the house where we were stopping for the night.

Q. He was a telecum of yours, a friend, or appeared to be so. Did you know him in Omineca?—Recollect seeing him in Omineca.

Q. State to the Court what took place that night at Telegraph Creek?—This man Neil came to the door and tapped and asked to see Brick. I said: "Brick is in bed"; he said "Don't you know me?" I partly thought I knew him and partly not. He came and sat down some time. McIntee was there also. I told Neil it was time he should be going as I was to get up early. Then McIntee got up and went out. About ten minutes after that some others came to the door. I said it was past hours and the people of the house could not be disturbed. I told them they could not get in, that Brick was in bed and asleep. About five minutes after that, Brick got up in a great hurry and said: "I want to shit"; I said: "It is too dark; you can't go out. Do it on the floor and I will clean it up." He said: "You God damned son of a bitch, do you want me to shit in a man's house." I got another person who was in an adjoining apartment separated by a blanket partition, to get a bucket. I offered it to him. The prisoner turned round and went into bed. He didn't want to do it at all.

Q. Was that all that took place?—I said that is all I recollect of it.

*Prisoner:—*

Q. Your recollection is very bad, Mr. Beegan. Was I on the floor or standing upon my feet?—I had you by the shoulder; you were leg-balled too.

Q. Did I go to sleep in that position?—You went back to bed; I don't know whether you slept or not. You did not get up till morning.

Q. Didn't you hold the six shooter over me?—I did not. I don't recollect saying "You son of a bitch lie down or I'll kill you."

Q. Did you have any liquor in the room that night, Sir?—I don't recollect having any.

Q. Had you any conversation with Mr. McIntee that night after we went to bed?—I presume I had. We could not be together and not talk about something, but I can't recollect what it was.

Q. Did not Mr. McIntee fetch a bottle with some liquor in it?—I don't recollect.

Q. Was Mr. McIntee drunk?—Not that I know of.

Q. State the conversation between you and Mr. McIntee?—I cannot recollect it; I did not record it on my memory very strictly; not much account any way.

Q. Was the conversation about a man they call Oregon John?—Do not recollect, I tell you.

Q. Did you not tell him that Oregon John (the packer that brought me from the head of the Lake) had told me that you had forged some vouchers on the way down?—I did not.

Q. Did not Mr. McIntee say that Oregon John had done the same thing to him in Omineca?—Do not recollect anything of the kind.

Q. Was Mr. McIntee sober?—I supposed him sober.

Q. When we started from Bucks how far did we go—a mile?—I could not tell you; I do not know how far.

Q. How far were we from the mouth of the river?—That I could not say.

Q. When we stopped on the day of the alleged occurrence to lunch, how far were we from the river?—I could not say.

*To the Judge:—*A very short distance, my Lord.

Q. What was the relative position of the parties, Indians and all?—All round the fire; it was a cold wet day; I do not recollect only one fire.

Q. Who occupied that fire?—The whole party—at least that is my belief. I do not think the Indians had a second fire. I do not recollect, but rather think not; it was hard enough work to start one.

Q. Did not you and Mr Hall stand about a particular fire?—While you were eating dinner I stood as close as I possibly could to get warmed up.

Q. Was not Richardson engaged cooking at another fire?—I do not recollect any but the one fire.

Q. How far was the gun from the fire when I made the assault?—(Judge cautioned the prisoner) A very short distance.

Q. How many times did you fire at me?—The pistol contained five charges.

Q. How far was I from you?—About as far as from here to that door; I could see your eye.

Q. Did you draw a bead on it; I tried to, but you were pretty quick with it.

Q. Did you not say, "If you don't come out of that I'll kill you"?—I intended to get you somehow; I warned you several times that I should shoot. You told me to shoot away and be damned.

Q. Did I not warn you about being in American territory?—I believe you express yourself several times in that way. I do not know what were the exact words.

Q. Did you not stand out and say "Now you had better come along; you do not want to kill me and make your name immortalized"?—I would not come out; I saw you had the gun out drawing a bead on me.

Q. Did I come out from the tree?—Not till you had shot.

Q. If I had come out to give myself up would you have shot me?—Certainly not; I would not have hurt a hair of your head.

Q. What was your meaning when you said you would fetch me down dead?—I told you I had orders to fetch you down; you can put what construction on it you like.

Q. What distance was I off?—About as far as that door—38 to 40 feet; I could see your eye distinctly. I did ask you several times to go with me before I shot. Richardson was then a distance off; could not tell you how far; I did not observe. It could not be far; the river was not far off.

Q. Did you turn round behind the tree to look at him?—No; Richardson was, I think, off to my right; I can not say exactly.

(*Recess of one hour.*)

BEEGAN'S examination continued:—

The Foreman asked if it was prejudicial to this case should the jury separate.

The Judge informed him that by the practice of the Supreme Court there was no objection to it.

Q. In what position were you when you fired at me?—Facing you. I cannot tell where Mr. Richardson stood, I was too much occupied with you.

Q. How did you advance on me from behind the tree?—I did not advance on you till you had fired the gun off. Then I advanced on you pretty quick. I advanced with the revolver in my hand all the time. Very likely I had it pointed at you and I still kept a coming. You were standing out from behind the tree; I could not say exactly in what position. I advanced pretty fast; I came up to you a very short distance, and said "Lay down the gun." You would not. I was pretty close; I should think you were standing up, certainly, on your feet.

*To the Judge:—*The revolver missed fire after he fired on me. I don't think I pointed it at you after that I had lost confidence in it. I thought after that it was no good.

*To the Foreman Mr. Collier:—*

Q. Did any one know of your taking these notes as to dates?—I don't think they did.

Q. Were you much afraid and excited when you fell among the timber?—I was not; I did not fall, but stumbled. I cannot say with which side of the barrel he struck me; that gun could not have been broken on the timber."

Q. I should think that timber might break a gun?—It was broken on me. I had the pistol in my hand; I can't say whether I had the pistol pointed at Martin.

Q. Could the gun have been discharged by accident when Martin stooped?—I could not say, but I think not. His eye was fixed on me; the muzzle was pointed to me, and his hand on the lock; I could not see his finger.

Q. Are you sure the gun was not broken before you got it in your possession?—I am perfectly sure it was sound.

Q. The liquor you drank after the assault, was it in a bottle or flask?—In a flask, it was flat; a bottle is round.

*To the Attorney General:—*

There was no difference between the prisoner's food and mine and Richardson's; the prisoner had meals on every occasion the constables had meals, and one in addition. I can't say how the pistol was pointed at the time, I placed little reliance on it, on account that the pistol had missed fire.

Q. Did the blood on the vest flow from the wound in the cheek or the head?—From both. Yes; I was perfectly sober at the time.

*To a Jurymen:—*

Q. Seeing Richardson had a flask with liquor with him, are you sure you did not have some before?—I cannot recollect, I think not. I might have had some that day. I am quite sure that I summoned the prisoner to surrender, before firing, several times; I am quite sure I made him understand that his life would be safe if he did surrender, at least it certainly would have been. The treatment of the prisoner from the time we left Glenora, to the time he reached Wrangel, was as good as I could afford him. He could be treated no better.

Q. What was the reason, when he asked you to go out to perform an office of necessity, you refused to let him go out?

*To the Judge:—*

It was very dark and raining, and there were parties outside who might assist in his escape.

Q. Had you any special reasons for such precaution against his escape; if so, what were they?—He seemed to have a great many friends around Telegraph Creek. When I came there, there were two canoes, I wanted to go on, but he would not go unless I took the irons off his hands, so I thought it better to wait until morning; these men would be all gone then, so we would go down in a canoe by ourselves. From that I was very cautious during the night. There were other reasons: He expressed himself, in my hearing at the gaol at Dease Creek, that he would never be taken to Victoria, there were not men enough in the country to take him there. He was already in for a sentence from an escape from gaol. These were the reasons why I took particular precautions to prevent his escape before arriving at Victoria. I did not actually fall until struck down by the gun. I am free to swear, and that distinctly and clearly, it was the gun itself which struck my head—I am not mistaken—is was the gun, and nothing else, which broke my shoulder.

*To the Judge:—*

Q. Why did you land at that place to lunch at all?—I had not the control of the canoe. There were others there, Mr. Hall and others, who wanted to go ashore. They said they wanted to go ashore to get warm, and so forth, and get something to eat. We were all wet, weary and hungry. I know the Great Glacier; I do not know the next river or stream falling into the Stickeen below the Great Glacier; I do not know the Iskoot River, I never was up there; I do not know Salmon River, I never was there. I could not tell you at what point this assault occurred.

HARRY RICHARDSON, sworn:—I was sworn in as a special constable to take charge of the prisoner Martin, from Laketown to Victoria. I accompanied the prisoner and Began down to Telegraph Creek, thence down the Stickeen River in a canoe to Wrangel. I remember stopping to go ashore, on the 21st September, to get

some tea or coffee, or something which the passengers in the boat liked to have. It was raining pretty hard. The prisoner had nothing to eat that morning.

*Beegan to the Judge :—*

The ink in my note book is the same color, because I took the same ink with me

*Richardson's examination continued :—*

I don't think the prisoner had anything to eat at that camp, I was cooking. I was just starting in to eat, I made the first remark about the gun "Mr. Beegan," I said, "where the devil did you put the gun?" The gun was not mentioned first to me, I remarked it was a dangerous place for the gun. The gun was not there two seconds before the prisoner took it. I was busy cooking or had been, when he took the gun. He claimed his protection from being on American soil and dared us to re-arrest him. That's as near as I can come at it: "You've had me in charge long enough, now I am an American and claim my protection on American soil." He retreated to the woods about 200 yards then took a lunge and went forwards. It is a difficult country to get through; I saw the prisoner behind a tree, in fact the pair of them. I saw Beegan go in the direction of the prisoner after the gun was fired. The gun was in the prisoner's hand when it exploded. The prisoner fell over a log, the prisoner was not behind a tree when the gun exploded. I did hear the prisoner say something to Beegan, he said, "Why don't you come out from behind the tree," the gun was then in his hand. The prisoner was manacled all this time; Beegan did not come out till the gun exploded.

Q. How soon after?—The prisoner made an attempt to get back into the woods, fell over a tree and the gun exploded. I was all this time about 10 or 15 feet to Beegan's right.

Q. What assistance did you render to Beegan?—I re-arrested the prisoner; some portion of the time I was standing still; I was trying to work my way up behind the bush around the prisoner. I had not a pistol at that time. I had a pistol in my possession, Beegan took it from me, that was when the prisoner was making his escape, before the gun went off. Beegan did call on me to assist, he wanted me to pull off his boots in the middle of this disturbance; I declined. Prisoner threatened me that if I approached he would shoot me; I did not hear him say he would shoot Beegan; I did hear him say he would not shoot me. I saw the prisoner strike at him, (Beegan); I could not say I saw him strike him. I saw Beegan bleeding not five seconds after I took the barrel of the gun from the man. I saw Beegan bleeding and the prisoner with the gun strike at Beegan; whether he hit him or not I cannot say, I saw the gun broken.

Q. What was the cause of the gun being broken?—I rather believe it must have struck the log; I have often struck a dog with a gun, very often, out hunting, and broken the gun. It might have struck the man on the head; I saw the prisoner make a second blow at Beegan; I did. I was then just in time to get the barrel. I was not aware that Beegan's shoulder was hurt till he arrived at Wrangel; he never said a word to me; he walked along through the bush; I was not aware his shoulder was disabled. It might have been between fifteen and twenty minutes since the prisoner started before I came up with him.

Q. What did you do in that twenty minutes?—I did all that was done; I did nothing until the accident happened. It was not an Indian who first took hold of the prisoner.

*Attorney-General :—*

Q. You are utterly unable to say how you occupied your time during that twenty minutes?—I was standing ready for action; I had no weapon except that thing—the shot-gun we borrowed from Mr. McKay. I did not hear any threat of the prisoner's that no one should take him to Victoria. I had only just arrived on the creek half an hour when we started off; I am unable to say how I occupied my time during that twenty minutes.

*Cross-examined by prisoner :—*

I came in company with you from Cassiar, assistant to Constable Beegan.

Q. What jurisdiction were you acting under?—I was sworn in under Canadian law to assist Constable Beegan. I have a pretty good recollection of what occurred on that trip.

Q. How did Beegan treat me?—There was a good deal of wrangling; I heard it somewhere, I cannot say what place; leaving the head of Dease Lake, I think. I heard him threatening to shoot you more than once. I remember the night you were sick on the road wrangling with each other; I was up all night. I remember the night we arrived at Telegraph Creek; Beegan and you had commenced playing cards—"seven up"—whiskey sinch; I know it well; some call it auction seven up. This was two nights before the assault.

(The Judge ordered the prisoner to confine his questions to the assault or the sobriety and veracity of the witness Beegan.)

Q. Did Mr. Beegan sit up with me the night at Bucks?—He sat up a short time during the early part of the night; I took charge for the balance of the night; he had a bottle of brandy with him on the table.

Q. Did he not drink several times before we started in the canoe? Had not we all a cocktail?—We all had a cocktail before starting. I had two myself, I did not notice what prisoner took.

Q. Did he not take a bottle of liquor in the canoe before we started?—He had some liquor in the canoe; he took it from Bucks along with him. I remember landing on the river that day; I don't think he (Beegan) was sober then, I hardly think so.

Q. Did I not walk towards the bush?—Beegan fired at you twice. Beegan said something about bringing the prisoner dead.

Q. What lead up to that?—They were wrangling; Beegan said he would bring prisoner down dead or alive. The prisoner told Beegan that he was a traitor. I could tell you lots more if you would like to hear it.

Q. Did you know Beegan took any notes at the time of the assault in that notebook?—I did not see him. I am sure the gun was accidentally discharged.

Q. Was the gun broken by a blow on Beegan's head?—I can't say; I saw prisoner strike at Beegan, but that gun might have broken over a log; I cannot say; I have often broken guns over dogs. The stock was attached to the barrel when I saw Martin strike at Beegan. When Beegan drank some liquor from my bottle I don't know if he used his right hand. I did not know his arm was disabled, I was not aware of it. Beegan came after me with the axe; he gave me the axe and took the pistol from me. Beegan had some liquor out of my bottle before the occurrence took place.

Q. During the 20 minutes that elapsed were you waiting for a favourable moment to intervene?—I had no weapon except that trumpery thing (the 5-shooter pistol) and could not face a shot-gun with that. I don't think Beegan was sober when he landed on the bank of the river. I did not know Beegan's shoulder was broken until after we were on board the "Grappler."

*To the Judge :—*

Beegan was within striking distance when I saw prisoner hold up the gun and strike at Beegan with it.

*To the Judge :—*

Yes; I did, for when the prisoner took the gun I called to the prisoner to come back. I asked him where he was going; what he was doing with that, to bring that gun back. He claimed his protection as being on American soil. I did not hear Beegan ask for ammunition; I did not know he knew I had any, I had a couple of balls, a scarce article on Dease Creek when we left. I drank liquor coming down, I always drink liquor when I can get it. Don't know the Indian's name, I was nearer the prisoner than Beegan all the time.

Q. Where were you at the time Beegan rushed up to the prisoner? How far from the prisoner when the prisoner struck at Beegan?—I was nearer that Beegan, but had no weapons.

Q. But at that critical time—during that critical twenty minutes—where were you and what were you doing?—Well (saucily) I guess I was taking items. I could not swear it was in American territory; I don't know. I assume it may be eight or ten miles from the mouth. I can't say; I go by the way boats run. I don't know where the line is.

CHARLES HENRY HALL, sworn: I was a passenger in a canoe on the Stickeen River on the 19th or 20th of September. I know Beegan and Richardson, they were fellow passengers, two constables; they had the prisoner in charge. I travelled with them from Glenora to Wrangel.

Q. How was the prisoner treated?—He was fairly treated, he could not ask for more; he could not reasonably expect more. On the 21st I landed with the rest. I did not notice where Beegan placed his gun; he carried it in his hand. I was told where he set it down but did not see it. I saw the gun in prisoner's hand; he was moving back from the river and retired towards the woods. He was handcuffed; he held it this way going back, pointed at Beegan. His hands were close to the trigger; I could not say how close it was. Prisoner laughed a little, and said "He had them now," or something to that effect; I could not say the exact words, but it was something to that effect. Beegan was eating his lunch. The prisoner and Richardson had had theirs, at least I suppose they had. Richardson was standing at the fire. They all started to eat. By they, I mean Constable Richardson, the prisoner, myself and the Indians. Beegan was pouring out a cup full of tea. Richardson told him the prisoner was off. Beegan told him to go after him. He did not seem anxious to go. He started but did not go as quickly as the prisoner started. Beegan took an axe and went after him. I did not see Beegan take a pistol from Richardson; it did not happen where I was. I heard the report of a gun. I did not see who was shooting. When I heard the shot I went up to see who was killed. Saw Beegan and the prisoner behind a tree. Noticed where Richardson was; he was ten or fifteen steps to the right of Beegan, standing. Yes, I heard something; Beegan and the prisoner talking angrily, to this effect: Beegan asked prisoner to give himself up; he must have him, if he died for it. Prisoner refused. No; I did not hear Richardson say he would have prisoner or die, or say anything to that effect. Did not see prisoner strike Beegan. The prisoner was not caught at this time. The whole gun was in his hand. Each of them were behind a tree and keeping that position. I did not stay any longer. It was a cold day and it was no business of mine. I did not see how the gun was broken. Beegan, in my opinion, was not drunk. There was none of them drunk. All of us drank some liquor that day, but not more than ordinary. It is usual on such trips. It was wet and bad weather. It might have been from 5 to 15 minutes between my going back to the fire and seeing Beegan return. I saw he "had a head" on him, and I spoke to him about it. He said that was nothing; it was his shoulder he thought that was broken; that was said while he was getting into the canoe. He said it to me in the hearing of all the party. He spoke in an ordinary tone. He complained several times, between that and Wrangel, of his shoulder and head, that is why he got two more Indians to work the canoe. I should say Beegan was not under the influence of drink to effect his conduct in any way—certainly not.

*Cross examined:—*

Q. How far were we from the mouth of the Stickeen when we stopped to have lunch?—From 15 to 20 miles. But, for safety sake, I'll say from 10 to 20 from the mouth, somewhere about half way from Bucks to Wrangel, that is to the mouth.

Q. How far from the Big Glacier?—I should fancy from 8 to 10 miles below. It was 11 o'clock when we left Bucks to go down stream. We got into Wrangel that night and stopped an hour to an hour and a half.

*To the Judge:—*

I cannot say whether above or below the Iskoot River or stream.



*To Prisoner:—*

I cannot say whether there was passed any liquor on a paddle through the canoe. I did not see it; but we all had it. I think Beegan and you, Richardson and myself, had liquor in the canoe. I know I had. I don't remember if Beegan gave me anything out of a round bottle. Possibly he did—some one did—I cannot say if it was you or Beegan, or Richardson. I did not see the Indian make a cut at you. It is the first I've heard of it. No; I don't know now and don't believe it.

Q. How many fires had we when we took lunch?—I think only one. I and 4 or 5 Klochmen, and Indians, and Beegan occupied the fire. There was no fire by the wood pile. I did not light one of my own. I do not recollect the Indians making a separate fire. I do not recollect objecting to putting the leg irons on you, except I told Beegan there was no necessity for it in a canoe, but if he would have them on, you had to allow it. No; I don't know that I made the remark, that there had been too much whiskey round. No; I don't know positively if I was or not in American territory. I know it was below what you told me was the boundary line. But I do not know—I believe it is in dispute. Of course it would be far enough to be in American territory if it was below the boundary line. I don't know where the actual boundary line is, I understand it is in dispute. I hear they have recently claimed Bucks. I think this occurred somewhere from 10 to 20 miles from the mouth. The effect of the conversation with Beegan in the canoe, in the presence and hearing of the prisoner, was that the prisoner had done it—had broken Beegan's head and shoulder. This conversation was between Beegan and the prisoner. The prisoner did not deny it. He as much as assented to it.

*To the Jury:—*

I could not say whether I saw Beegan take any liquor that day. I cannot say I saw any take liquor, but I think it probable Beegan must have taken some liquor that day before going ashore from the boat. After the prisoner took the gun I did not hear him say anything claiming that he was in American territory; all I heard him say, and not loudly, was that: "he had them," "had the gun," chuckling audibly to himself, or something like that.

No; I have told you before. I do not think the whiskey had anything to do with it.

All were quite sober. I was as sober then as I am now, I do not think whiskey had anything to do with it.

The prisoner having been cautioned—as he had frequently been previously—by the Judge not to commit himself by any words from his own mouth which would be taken down against him and used as admissions, addressed the jury as follows:—

"Before you bring in a verdict, sift it over, look through it, see for yourself the position I was placed in. Several times this man (Beegan) has drawn a six-shooter on me. If I did hit him with a gun—if a man comes up to you with a six-shooter in his hand, would you stand and look? Self-preservation is the first law of nature. If I did hit him, that was in self-defence."

The Attorney General addressed the jury—"As prisoner was undefended, he should not address them at full length. Reviewing the evidence he submitted, there was no doubt the gun was broken by prisoner, and over Beegan's head. What use was there in the prisoner taking that gun at all? Why use such expressions as he employed to Beegan. Had he submitted and come down, and any wrong had been done him, or any right of liberty acquired, he would have had his remedy here. His conduct, throughout, shows malice, that he was actuated by revenge on Beegan for imaginary wrongs. Hall, a disinterested witness, if actuated by any bias as an American, it would be in favor of prisoner, admits that Beegan was not drunk, not even under the influence of liquor, that all in fact were sober, namely, Beegan, Hall and Richardson. If Harry Richardson had had any pluck, that man would not now be charged in the dock. As the prisoner alleges himself to be a foreigner, the jury will be all the more particular in coming to a conclusion, though, from the evidence, it is scarcely doubtful what that verdict will eventually be.

## REGINA VS. MARTIN.

[Victoria Autumn Assizes, 16th December, 1876.]

Mr. Justice Crease, the presiding Judge in this case, addressed the jury in the following terms:—

The prisoner, Peter Martin, otherwise called Bricktop, is indicted before you for having, on the 21st September, 1876, committed an assault upon, and having beaten, wounded and inflicted other bodily injuries upon Francis Beegan, a constable, in the execution of his duty while conveying prisoner from Cassiar to Victoria, there to undergo a sentence lawfully imposed on the prisoner by the Supreme Court at Cassiar for a previous assault on a peace officer and an escape. I regret the prisoner is undefended. It is more satisfactory to judge, jury and prosecuting counsel when a prisoner is defended; and relieves the judge from appearing, as I have done to-day, not only as judge, but also as defender of the prisoner, and the jury from unnecessary prolixity and delay in the conduct of the proceedings to which we have been obliged to submit to-day. The prisoner has, however, had every advantage and unlimited latitude allowed him in the conduct of the case, the examination of witnesses, and the cautions given him throughout the trial on account of his being undefended, and supposed to be a foreigner. I have even gone so far in this direction as to declare that the prisoner's plea of not guilty shall, for the purpose of this trial, raise the question of jurisdiction under the general issue, and make him constructively allege that the assault could be no assault, but an act of self-defence, because (according to such implied construction) it took place in American territory, foreign to our jurisdiction.

To that allegation and its bearing in this case, I shall shortly address myself,—but first as to the indictment.

Beegan was a peace officer, no doubt, in the eye of the law, as he is proved beyond a doubt to have acted publicly in that capacity, and his appointment and authority as such in British-Canadian territory has been sworn to and not impugned. The law presumes him, therefore, to have been rightly appointed, on the principle of "*omnia presumuntur rite acta*,"—the penalty of falsely assuming such a character being too severe to admit the supposition of its being unlawfully undertaken without certain proof to that effect.

Now, let us examine and dispose of the question of jurisdiction, so far as this Court and this case is concerned.

The prisoner's allegation is that he, an alleged American subject (I say alleged, for it has not been proved), was landed on American territory, on the banks of the Stickeen, where the alleged assault took place, and that on such landing his shackles fell off, and, in the eye of the law, he became immediately free.

Now, the "*onus probandi*,"—the burden of proving this is on the prisoner. But what atom of proof have we in the whole evidence of the truth of the allegation on which the implied plea to the jurisdiction is based? The only approach to evidence on the point in support, is the random allegation of this Richardson, a witness utterly unworthy of credit, that it took place about eight or ten miles from the mouth of the Stickeen, with nothing to show that even that distance was within American territory. Mr. Hall, an American gentleman, and a disinterested passenger by the canoe which brought the prisoner down, who gave his evidence in an unaffected, straightforward way, which I am free to confess, won my confidence at once, and declared him to be the witness of truth, placed the locality of the alleged assault at from 15 to 20 miles from Stickeen River mouth, or at the very least, he added, from 10 to 20 miles above the mouth. If so, I think we shall be bound to conclude that it took place in British-Canadian territory; at least, according to what appears to be the proper construction of the treaty line of demarcation between this and the adjoining country.

Again, supposing this plea to have been true, it would have been quite competent for the prisoner to have raised it by *habeas corpus*, or whatever the analogous proceeding to that process might have been in Alaska. I am bound, however, with the evidence at present before us, to charge you that for the practical purposes of

this trial, you must consider the occurrence to have taken place either in British territory, and that the custody of the prisoner in British hands was unbroken, or as if it had taken place in British territory. It has been distinctly sworn before you that the actual boundary line in the neighborhood of the affray is now in dispute, and unsettled; and where that is clearly the case, it is my duty to direct you that both countries claim and exercise concurrent jurisdiction with the immediate right of action to the party immediately called upon by circumstances to exercise it. From that locality to the British vessel, "Grappler," the prisoner did not land at all. I have endeavored, for further uses, but unsuccessfully in every case, to elicit from the different witnesses the distance of the locality of the assault from the Great Glacier or the Iskoot River or Simpson River falling into the Stickeen, but can get no closer than Hall's evidence, that it was from 15 to 20, or, at the very least, 10 to 20 miles from the mouth of the Stickeen.

Now, let us see what the treaties say, remembering throughout that when Alaska changed hands, it had to be taken *cum onere*, with all the treaty obligations attached to it.

By the Russian Convention with Great Britain in 1825, confirmed by the Treaty of Paris in 1856, after the Crimean war, and the Washington Treaty in 1871, upon the settlement of the "Alabama" claims, this boundary line or line of demarcation was defined *in futuro*, and remains now exactly where it was in 1825.

Indeed it has never, that I can discover, after a very close research, been authoritatively laid down or surveyed by the Russian (or United States) and the British Governments.

Article 3 of the Russian Convention of 1825 says the line "shall be drawn;" but it has never yet been done, and remains still to be done. Until it is done, it is impossible for any one to define what really is the boundary along the coast between Alaska and British Columbia.

Certainly neither we, sitting here as a British judge and jury, nor any other Court, can presume to do it. That is the function of the treaty-making powers to effect; and the sooner they do it the better to avoid bloodshed and disputes.

For the present case, however, it is sufficient that the locality of the assault is either British territory, or in dispute between the two adjoining countries.

Approximately, this seems to be the direction of the line of demarcation.

Starting from the southernmost point of Prince of Wales Island up the channel, that is, to the head of Portland Canal, to a point in latitude 56° north.

Thence the line of demarcation "to follow the summit of the mountains which extend in a direction parallel to the coast," or, as Wheaton defines it, "of the mountains bordering on the coast," as far as the point of intersection of the 141st degree of west longitude, which would bring it to Mount St. Elias, and finally thence along the 141st meridian line to the Frozen Ocean.

It is between Mount St. Elias and the head of Portland Canal that the demarcation line which crosses Stickeen River, and is so connected with this case, occurs.

The narrow strip of coast shore which this last line includes in Alaska was intended only to secure the long, thin strip of sea board so contracted that in Article 5 of the Convention it is called merely a "border," or "fringe" of the continent.

That convention which was of permanent, not temporary obligation (except as to a single 10 year clause) gave the subjects of both the adjacent powers the free right of navigation up and down all the rivers and streams of the coast forever, without any hindrance whatever. The Washington Treaty, not mention the Convention of 1825 at all, or employing any words to repeal it, declares, in Clause XXVI, that the navigation of (*inter alios fluvios*) the River Stickeen, ascending and descending from, to and into the sea, shall forever remain free and open for the purpose of commerce to the subjects of Her Britannic Majesty, and to the citizens of the United States, subject to any laws and regulations of either country within its own territory, not inconsistent with such privilege of free navigation.

Before dismissing the question of boundary and jurisdiction, I cannot help remarking on the singular mode in which a particular view of a claim by the mere fact of

repeated self-assertion is made to gather weight like a snow ball as it rolls. Some people seem to think that the boundary line should be placed at a 30-mile limit from the sea, parallel to the sinuosities of the most winding and indented coast perhaps in the world. Whereas, gentlemen, the fact and truth is that the provision of the 30-mile limit from the coast is as plainly as words can make it, intended and expressed to be for the purpose of fixing a clear limit in the contingency, and only in the contingency of the Government line of the mountains, parallel to the coast running too far inland, when, so far as such digression inland (if I may so term it) shall extend, the 30-mile limit shall be the maximum.

The 30-mile limit is only in the alternative. From the configuration of the country at the entrance of the Stickeen, a line along the summit of the mountains, jumping from peak to peak, and disregarding ordinary hills, would, judging from actual observations placed at our disposal by the Chief Justice, take the line of demarcation across the Stickeen, within a very few miles of the mouth. The United States and Canada are both almost equally interested in the trade and progress of Cassiar, and in the progress of law and order there.

Wrangel would not be much without Cassiar.

Nothing can exceed the kindness, courtesy and consideration exhibited between the United States and British authorities in connection with this very case, and it is the interest of all to keep up this good feeling by setting at rest all doubts as to boundaries. Certainty is the mother of repose.

Having now disembarassed your minds of the question of boundary, as far as it at present affects this case, and relegated the final settlement of the line of demarcation to those whose especial function it more properly is, it is my duty to concentrate your attention on the facts: I will merely apprise you that particular care will be taken to send forward without delay, to the highest authorities capable of dealing with the subject, a full account of everything that is said and done here to-day. But what are these facts?

The indictment against Martin substantially charges him with two things:

An assault on Beegan, a constable in the execution of his duty.

And of having beaten, wounded and inflicted bodily injury on such constable Beegan.

In canvassing the evidence you will do so, having regard to these points:—Did Martin assault Beegan? Did he wound or bodily injure him?

Now let us see how the evidence of the witnesses applies to either or both of these. You will ask what is an assault? It is an assault when a person, within striking distance, offers to make a blow, with the apparent intention of striking his opponent. That is the reason why I elicited from one of the witnesses who was not aware of the object of my question, that when he saw the prisoner strike at Beegan with the barrel of the gun, that Martin was within striking distance of Beegan at the time. His answer in the affirmative, if you believe it by that means, proved that, at least, Martin was guilty of an assault. Anything beyond that definition, such as an actual blow or violence, of course, *a fortiori*, is an assault, more or less aggravated, according to the weapon used, the intent, and the result.

Now for the witnesses—let us see what they say.

Beegan, the first witness, if you believe him, describes with minute accuracy the circumstances, leading up to and attending the assault.

They were all in a canoe. There was no steamboat or other conveyance to bring them down. The weather was cold, wet and rainy. It was their third day out, and the whole party were cold and hungry, and they landed to eat. They built a fire. The prisoner and that man Richardson, who had been sworn in as a constable, as much so as Beegan, had their lunch. Richardson was engaged to take his place, and the gun stacked near him for that purpose, when the events you have heard detailed occurred, Martin, though manacled, took the gun, loaded with buckshot, and retreated to the bush. Beegan followed, at first with an axe which he snatched up, and then with a small 5 shooter revolver which he took from Richardson. A desperate shooting and life or death struggle between two men (whatever their faults)

of desperate courage took place. It is impossible not to recognize the bulldog courage and tenacity with which Beegan, with his broken head and fractured scapula, hung on to his man until the Indian came to his aid, and (I had almost forgotten him) that valiant courageous hero, Harry Richardson, came up, a man who (he saucily informed the Court), had, for the previous 20 minutes during a life and death fight, was, though "all the time nearest to the prisoner," and, though sworn to assist, contented himself (he swears it on oath) "with taking items." With such aid, of course, the prisoner was soon secured and replaced with double irons, in the canoe. Thence down the river, but not landing again, to the British steamer "Grappler," and thence in unbroken British custody to Victoria.

In weighing this evidence you will consider, as judges of the fact, how far Beegan was the witness of truth; how far his evidence on the main points of the assault is substantially corroborated or contradicted, or varied by that of Hall and Richardson. It is my duty to call your attention to the singular manner in which he seems to forget every drink he has taken throughout that wet, cold weary voyage; but for the other witnesses, you might imagine him to be a "total abstainer." Like the Italian witness in Queen Caroline's trial, his answer to every question that involved the name of drink, was "*non mi ricordo*"—I don't recollect. I think, gentlemen, that Hall's account is the correct one. How much better would it have been for Beegan, who gave his version of the death grapple with a graphic force and vigor which arrested every eye in the Court, and could not have been other than the truth, to have frankly owned at once (you'll observe he was careful not to deny), that he did from time to time take his drink and his horn of whiskey time and about like the rest; that he played the elevating game of "whiskey sinch" with the prisoner, and joined in the chorus in singing "Whiskey, you're the devil, drunk or sober," in anything but a hostile fashion; and yet never neglected or abused his trust, or ill-treated or starved his prisoner. In considering the evidence of Beegan's conduct, too, you must not forget that the prisoner was a desperate character, who had openly boasted he would effect his escape on the way, and more than once attempted it; and had friends at hand to assist him—who was under sentence at the time for an assault on a constable; and under sentence for an escape, before two previous juries. So you will realize somewhat of the anxious state of responsibility which the witness, Beegan, must have realized to the utmost throughout the whole of this eventful trip—especially with such a broken reed as Richardson to rely on for any active assistance he might require. He does not appear to have been in liquor on the occasion of the alleged assault, or to have treated Martin badly.

The nature of the wounds was distinctly proved by a trustworthy witness, Dr. Helmcken.

As to Martin's defence that, if he assaulted Beegan he is to be forgiven, because of the ill-treatment and provocation he received from him, I am bound to tell you that, had it been true, it is no defence at all. Had Martin not tried to escape, and had complained here of any ill treatment, Beegan, whose written instructions were not to treat the prisoner with more severity than the occasion demanded, would have found himself in the dock in the prisoner's place. Moreover, you must have seen, in spite of my repeated cautions, the prisoner, in his questions to the witnesses, has implicitly admitted his guilt. Hall, who is an admirable witness, collected, honest and observant, distinctly swears that neither Beegan nor any of the others were in liquor at the time or on the day of the assault; that he treated Martin well, and fed him well; so that, if you believe the evidence, the prisoner's defence entirely falls away from under him. If he claimed immunity on the allegation of being an American citizen, on American ground, he could have had the full benefits of the allegation by coming on and claiming his right here as there. As I said before, everything done here will go forward.

The American authorities have rendered every proper assistance. They are as much interested as Canada in the profitable trade of Cassiar, which must pass up and down the Stickeen and be the making of Wrangel and Alaska. There is no international jealousy here, and no question of extradition in the case. Prisoners in Cassiar

cannot be kept in that inclement climate to work out their time, nor can any prisons for the purpose be maintained at such expense and so far away; nor can prisoners practically be brought down by any other route save by Quesnel mouth, through hundreds of miles of almost uninhabitable country. So that the safe administration of the law in Cassiar depends on the security with which prisoners can be brought down to the prisons of Victoria or New Westminster.

The evidence of Harry Richardson, the range of whose vision could never reach to see what other witnesses saw, connecting Martin with the wounds of Beegan; and whose bias and demeanor in the box you must have observed, so far as his evidence is of value, substantially confirms most of the facts of the attempt to escape, and proves an assault by Martin on Beegan, of which he had, if you believe him, the opportunity of observing during the long twenty minutes in which "he was all the time the nearest to the prisoner," and "taking items." After Richardson, it is a relief to turn to the disinterested evidence of the American witness Hall. He proves the most of the circumstances attendant on the prisoner's attempt and assault, and the admissions, uncontradicted in Martin's presence, in the canoe of the hand which had "put a head" on Beegan, and inflicted other injury upon him. Your duty is to weigh the evidence, and according as the weight of testimony shall, in your calm, unbiased judgments, clearly incline to, render your verdict. If you distrust or disbelieve any portion of the evidence, give the benefit of the doubt arising thereupon in favor of the prisoner. But then, see that it is a reasonable doubt, such as would influence you in a matter of equal importance in ordinary life. If you have no such doubt, or are satisfied with the prisoner's guilt, do not hesitate to bring in a verdict in accordance with your conviction. You will now retire and consider your verdict. I shall remain at the Court House until you return, and, should you require it, will read over all or any portion of the evidence with which you may wish to have your memories refreshed, or give any further explanations which may be necessary.

The jury then retired, and returned with a verdict that the prisoner was guilty of the assault stated in the indictment, without the wounding.

The prisoner was sentenced to 18 months imprisonment with hard labour, to take effect at the expiration of the present sentence which he is undergoing.

(Signed) H. P. PELLEW CREASE,  
*Chief Justice.*

BRITISH COLUMBIA.

SUPREME COURT, VICTORIA, 6th January, 1877.

*Regina vs. Martin.*

SIR,—1. For "Sentenced to 18 months, &c.," in my letter to of 28th December, 1876, please insert and correct on the letter itself to, "Sentence to 21 months, &c."

2. I shall be obliged, by your ordering \$16.80 to be paid to me, being \$8.40 for Edward Woods, \$8.40 for William Attwood, for copying two separate sets of the minutes of the above trial, 8,400 words each. One copy went direct to yourself; one copy I have retained for the necessary convenience of reference for myself—as there is much correspondence on the subject, and I cannot always refer to my large Official minute book.

There is no indorsement on the minutes, but I trust this (as an exceptional case) may be allowed in lieu of it.

Your obedient servant,

(Signed) HENRY P. PELLEW CREASE,  
*Chief Justice.*

The Honorable  
The Minister of Justice, Ottawa.

## BRITISH COLUMBIA.

SUPREME COURT, B.C., VICTORIA, 8th January, 1877.

SIR,—On the other side I have the honor to enclose a letter from Captain N. Fitzstubs, late gaoler of Cassiar, who had charge there of the prisoner, Peter Martin, giving information as to the bad character of that prisoner.

Your obedient servant,

(Signed) HENRY P. PELLEW CREASE.  
*Chief Justice.*

The Honorable  
The Minister of Justice, Ottawa.

VICTORIA, 1st January, 1877.

SIR,—In reply to your letter of 29th December, 1876, requesting me to furnish you with such information as I may possess with respect to the prisoner, Peter Martin *alias* Bricktop, I have the honor to state that Peter Martin was convicted at the Assizes, held at Cassiar in the autumn of last year, of prison-breach and assaulting an officer; that he came to the Cassiar mines with a bad reputation, and that his constant study and endeavour was to sustain it; and that he volunteered to me the statement that he had stabbed the mate of a ship at Astoria, Oregon; that he was there confined for it, and that he had liberated himself by stabbing, almost fatally, his gaoler.

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

(Signed) N. FITZSTUBBS,  
*Late Gaoler, Cassiar.*

(No. 33.)

BRITISH COLUMBIA,  
GOVERNMENT HOUSE, 11th January, 1877.

SIR,—I have the honor to acknowledge the receipt of your despatch of the 21st ultimo, with its enclosures, referring again to the case of Peter Martin, all of which have been laid before my Ministers.

I beg to inform you that on the 9th instant, I had the honor of addressing you in relation to Martin's case, and enclosing you a number of documents explanatory of the whole proceedings from beginning to end, for the information of His Excellency the Governor General.

In due course, I expect to be able to forward to you also, for the information of His Excellency, the view of my Ministers on the action of J. B. Lovell, who is an unpaid Justice of the Peace for the Province, and a merchant at Glenora, a landing on the Stickeen, in writing, the letter to Captain Jocelyn at Fort Wrangel, referred to in the above enclosures.

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

(Signed) A. N. RICHARDS.

To the Honorable  
The Secretary of State for Canada, Ottawa.

DEPARTMENT OF SECRETARY OF STATE,  
20th February, 1877.

SIR,—I am directed to transmit to you, herewith, for the information of His Excellency the Governor General, a copy of a report of the Honorable the Minister of Justice, and of the despatch of His Honor the Lieutenant Governor of British Columbia, and of its accompanying Minute of Council, relative to the case of Peter Martin.

I have, &c.,

(Signed) E. L. LANGEVIN.

To the Governor General's Secretary.

(No. 36.)

BRITISH COLUMBIA,  
GOVERNMENT HOUSE, 30th January, 1877.

SIR,—I have the honor to enclose you, herewith, for the information of His Excellency the Governor General, a Minute of my Executive Council, to the effect that all the information in the possession of the Government, in relation to the case of Peter Martin, has already been forwarded to you, and that Mr. Lovell, who wrote to the officer commanding at Wrangle for permission to convey Martin through United States territory, is only an unpaid Justice of the Peace, having no authority to write the said letter, and whose action therein is repudiated by this Government.

I have the honour to be, Sir,

Your obedient servant,

(Signed) A. N. RICHARDS.

To the Honorable

The Secretary of State for Canada, Ottawa.

*Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Excellency the Lieutenant-Governor on the 29th day of January, 1877.*

On a memorandum from the Honorable Attorney General, reporting in answer to the Secretary of State's despatch, of 21st December, 1876, covering a copy of a letter and enclosures from the Secretary of State of the United States, further bearing on the case of Peter Martin, and requesting that any further information that can be given on the subject should be forwarded without delay; that all the information this Government is in possession of has been already forwarded to the Secretary of State.

With reference to the application of Mr. Lovell to the officer commanding at Wrangle, for permission to convey the prisoner through United States territory, it is to be pointed out that Mr. Lovell is simply an unpaid Justice of the Peace, not in any way an officer of, or connected with, this Government; is only clothed with such authority to preserve the peace as is contained in the ordinary commission; that he was in no way instructed by the "Colonial authorities" to ask such permission; and that his acts do not in any way bind this Government; and recommending that a copy of this Order be transmitted to the Honorable Secretary of State for his information.

The Committee of Council advise that the recommendation be approved.  
Certified.

(Signed) W. M. SMITH,  
Clerk of the Executive Council  
and Minister of Finance.



(1172 of 1876.)

DEPARTMENT OF SECRETARY OF STATE,

17th February, 1877.

SIR,—I have the honor to acknowledge the receipt of your despatch (No. 36) of the 30th ult., enclosing a copy of a further Minute of your Executive Council in relation to the case of Peter Martin, with particular reference to the documents enclosed in my letter of the 21st December, 1876.

I have, &amp;c.,

To His Honor  
The Lieut. Governor of British Columbia,  
Victoria.

DEPARTMENT OF JUSTICE,

OTTAWA, 19th February, 1877.

Upon the case of Peter Martin, referred to in my report of the 6th February inst., I recommend that a copy of the communication, dated the 30th January last, of the Lieutenant Governor of British Columbia, and the Order in Council enclosed therein, be transmitted to the Secretary of State for the Colonies for the information of Her Majesty's Government; and that a copy of the same be also sent to Sir Edward Thornton for his information.

I further recommend that a despatch be sent to the Secretary of State for the Colonies and to Sir Edward Thornton, intimating that the Hon. Mr. Justice Crease, on the 16th February last, telegraphed to the Secretary of State for Canada as follows:—

“Full observations on yours, 16th January, 168 and enclosures, will leave Victoria for Ottawa on 20th.”

It is, therefore, to be presumed that Mr. Justice Crease conceives that some of the observations of Mr. Fish are open to remark; and it may be proper to suspend a final decision in the matter until the receipt of his paper, a copy of which should be transmitted at the earliest moment to the Secretary of State for the Colonies.

(Signed)

EDWARD BLAKE,  
*Minister of Justice.*

(No. 24.)

*The Earl of Dufferin to Sir E. Thornton.*

OTTAWA, 21st February, 1877.

SIR,—With reference to previous correspondence relative to the case of Peter Martin, I have the honor to transmit herewith, for your information, a copy of a letter from the Secretary of State for Canada covering further papers on the subject.

I have, &amp;c.,

(Signed)

DUFFERIN.

The Right Honorable Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

DEPARTMENT OF SECRETARY OF STATE,

23rd February, 1876.

SIR,—With reference to previous correspondence in the case of the prisoner Peter Martin, I am directed to transmit to you herewith, for the information of His Excellency the Governor General, a copy of a letter addressed on the 13th November

last by the Secretary of State to His Honor the Lieut. Governor of British Columbia, and of the extract of the letter of the Hon. Mr. Justice Gray therein referred to, relative to the case of this prisoner.

I am also to enclose a copy of a despatch from His Honor the Lieutenant Governor of British Columbia, and of an accompanying Minute of his Executive Council on the same subject.

I am to request that His Excellency may be moved to forward copies of these documents to the Right Honorable the Secretary of State for the Colonies for the information of Her Majesty's Government in connexion with the other papers on the subject.

I am further to request that copies of the documents in question may be transmitted to Her Majesty's Minister at Washington, confidentially, for his information.

I have, &c.,

(Signed) E. J. LANGEVIN.

To the Governor General's Secretary,  
&c., &c., &c.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 2nd March, 1877.

MY LORD,—With reference to previous correspondence on the case of Peter Martin, a prisoner in British Columbia, I have the honor to enclose herewith a copy of a letter from the Secretary of State for Canada, covering further papers relative to navigation of the Stickeen River, I have already forwarded a copy of this communication to Sir E. Thornton.

I have &c.,

(Signed) DUFFERIN.

The Right Honorable The Earl of CARNARVON,  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

DOWNING STREET, 27th February, 1877.

MY LORD,—I transmit to you a copy of a despatch in which the British Minister at Washington has communicated to Her Majesty's Government copies of three notes he has received from the Secretary of State of the United States in regard to the case of Peter Martin, who, while being taken down the River Stickine from Glenora, Cassiar County, British Columbia, in charge of two constables, for conveyance to the gaol at Victoria, appears to have made an attempt to escape, on what is alleged to be United States Territory.

2. It appears from Sir Edward Thornton's despatch, that he has forwarded copies of Mr. Fish's notes to you direct, and that you have replied that the matter would be enquired into. I have, therefore, to request that you will inform me, as speedily as possible, of the steps which your Government has taken in the matter.

3. I gather from Mr. Justice Gray's letter of the 16th of October last to Mr. Mackenzie, annexed to the Minute of Council of the 21st November, which was forwarded to me in your despatch No. 257, of the 25th November, that the case to which he refers is the same as that to which the United States Government have called attention, and I observe that he speaks of the attempt to escape as having been made within the thirty miles near the mouth of the River Stickine, which are at present treated conventionally as United States territory, although, at the same time, he points out that the true boundary line, according to the Convention with Russia of 1825, is probably only about fifteen miles from the coast.

4. In dealing, however, with this case I have to express the opinion of Her Majesty's Government, in which I feel confident that your Government will agree, that it will be desirable to treat the conventional boundary as though it were the real boundary between the two countries until the latter can be authoritatively settled by an International Commission or otherwise.

I have, &c.,

(Signed) CARNARVON.

Governor General,  
The Right Hon. the Earl of DUFFERIN,  
K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

(Copy.—No. 15.)

*Sir E Thornton to the Earl of Derby.*

WASHINGTON, 15th January, 1877.

MY LORD,—I have the honor to enclose copies of three notes which I have received at the time of their respective dates, relative to the case of one Peter Martin.

It would seem that this Peter Martin was tried for some offence at Glenora, Cassiar County, British Columbia, and was sentenced to fifteen months imprisonment. There being no gaol at that place, nor safe place of imprisonment, it was deemed expedient to send the prisoner to Victoria. The only practicable route was down the River Stickine, which passes through the United States territory of Alaska. During the voyage down the river, the two constables who were in charge, and the prisoner, landed for the purpose of cooking food, on what is alleged to be United States territory. Here the prisoner, though in irons, managed to seize a gun, and made a violent attack upon Francis Beegan, one of the constables. He was, however, overpowered and conveyed to Wrangel, where he was put on board H.M.S. "Grappler," and taken to Victoria.

He was there brought to trial for the assault on the 16th ultimo, according to the report made to Mr. Fish by the United States Consul, was found guilty, and was sentenced to one year and nine months imprisonment at hard labour, to take effect after the term of imprisonment of fifteen months to which he was sentenced in September last.

Mr. Fish claims, that as the assault was committed in the territory of the United States, the British authorities had not jurisdiction, and further that once the prisoner had set foot within the United States, he was free, and the constables had no right to keep him in custody, and still less, forcibly to take him out of the United States.

I have forwarded copies of Mr. Fish's notes, at their various dates, to the Governor General of Canada. The first of them was transmitted on the 6th November last, and His Excellency then answered that the matter should be enquired into.

I have received no further communication from him upon the subject, and it is probably that, owing to the great distance, His Excellency may not yet have received any answer to his enquiries.

Your Lordship will perceive, from the copy of a letter from a Justice of Peace at Glenora, to Captain Jocelyn, a United States officer in command at Fort Wrangel, that excuses were made for forwarding the prisoner through United States territory, permission not having been previously asked, nor, indeed, was there any United States authority in that immediate neighborhood who could have granted that permission.

A case, somewhat similar to that of Peter Martin, as far as his conveyance through United States territory is concerned, occurred in Canada in 1874. On that occasion, one Samuel Joy was arrested for debt in New Brunswick, and was taken by the constables across a small portion of the State of Maine. Mr. Fish addressed me

a note upon the subject, copy of which I forwarded to the Governor General. The result of an enquiry was that Joy was released, and His Excellency informed me that such instructions had been given as would prevent a repetition of such an occurrence.

But it may be well considered to be very uncertain whether when Peter Martin committed the assault upon one of the constables in charge of him, it took place in British or United States territory.

I have the honor to enclose copy of my answer to Mr. Fish's last note relative to the case of Peter Martin.

I have the honor to be, with the highest respect, my Lord, &c.,

(Signed) EDWARD THORNTON.

The Earl of DERBY,  
&c., &c., &c.

*Sir E. Thornton to Mr. Fish.*

WASHINGTON, 11th January, 1877.

SIR,—I have the honor to acknowledge the receipt of your note of yesterday's date, relative to the case of Peter Martin. I am to-day forwarding a copy of your note to the Governor General of Canada, to whom I had also forwarded copies of your notes of 2nd November, last, and the 6th ultimo, on their respective receipt.

To the first of my communications, which was sent on the 6th of November last, His Excellency replied that enquiries would at once be instituted with regard to the case of Peter Martin. As yet I have not received any information of the result of the enquiry; but it is not impossible that Lord Dufferin's despatch upon the subject to the Lieutenant Governor of British Columbia may not have reached Victoria until after the trial of Peter Martin, and certainly the Canadian Government would not have been in a position to express an opinion upon the question of jurisdiction until it had been informed of the facts of the case.

I have, &c.,

(Signed) EDWARD THORNTON.

The Hon. HAMILTON FISH.

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 14th March, 1877.

MY LORD,—With reference to my despatch of the 2nd instant, I have the honor to transmit herewith a copy of a letter from the Secretary of State for Canada, forwarding, at the request of the Minister of Justice, a copy of a letter from the Honorable Mr. Justice Crease in relation to the case of the prisoner Peter Martin.

I have communicated a copy of these papers to Her Majesty's Minister at Washington.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable The Earl of CARNARVON,  
&c., &c., &c.

DEPARTMENT OF JUSTICE,

OTTAWA, 7th March, 1877.

With reference to Mr. Justice Crease's letter of 15th February, 1877, upon the case of Peter Martin, I recommend that a copy thereof be forthwith despatched to the Secretary of State for the Colonies, in connection with previous papers on the

same subject; and that, if that has not been already done, he be requested to suspend, until the receipt of the letter, the consideration of the questions raised by the former despatch on the subject.

I further recommend that a copy of Mr. Justice Crease's letter be forwarded to Sir Edward Thornton, confidentially, for his own information.

EDWARD BLAKE,  
*Minister of Justice.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 10th March, 1877.

SIR,—With reference to my letter of the 26th January last, I am directed to transmit to you, herewith, for the information of His Excellency the Governor General, a copy of a memorandum from the Honorable the Minister of Justice, and of the letter of the Honorable Mr. Justice Crease therein referred to, in relation to the case of the prisoner Peter Martin.

You will see by the marginal note in page 10 of Judge Crease's letter, that the sketch of the *locus in quo* therein mentioned did not accompany his letter. It will, however, be forwarded for His Excellency information when received.

I am to add that I am informed that His Excellency is already in possession of the charge of the learned Judge to the jury, on the occasion of the trial of Martin.

I have the honor to be,

(Signed) EDOUARD J. LANGEVIN,  
*Under Secretary of State.*

The Governor General's Secretary.

BRITISH COLUMBIA, SUPREME COURT,  
VICTORIA, 16th February, 1877.

SIR,—Your letter, No. 168, of 26th January, ultimo, enclosing the Honorable Mr. Fish's (United States Secretary of State) notes of 2nd November, 6th December, 1876, and 10th January 1877, which I have only now just received from you, call for a more particular notice and reply than would be contained in the documents hitherto furnished to you.

These notes appear to have been written by the United States Secretary of State, under partial and not altogether accurate impressions and information proceeding from this place, as to what has been occurring on this side of the Rocky Mountains.

They appear also, if I have caught their purport rightly, to introduce a new element into the consideration of the matter: the right, never previously questioned that I have heard of, of bringing British Columbian prisoners down the Stikeen.

In the few observations which you have called upon me to make, it will be my endeavor to clear away such of the impressions as appear to have been based on an imperfect communication of the facts.

That done, to address you a few considerations which seem to flow naturally from the principles involved, as applied to the particular case under report.

In attempting this, it will be neither necessary nor becoming in me to comment *seriatim* on the official correspondence with which you have, for the first time, honored me. Neither will it be necessary to assure you that, as far as I have been able to ascertain all the facts that came out at the trial shew almost a tender regard in the parties concerned in the case to avoid knowingly violating the sovereignty or territory of the United States.

It needs but a short visit to this part of the world to derive at least one settled conviction:—That there is no place along the whole transcontinental boundary line where the two peoples are so intimately mixed together in interest and

social life, or more like one homogeneous population, than in British Columbia; all travellers are struck with it. Victoria itself, whatever may be its ultimate destiny, is, at present, but a valuable out-post and feeder to the huge commerce of San Francisco. Cassiar, in Columbia, is as much American as far as friendly feeling and the ties of mercantile and social intercourse extend, as Wrangel and Oregon and Washington territories, which furnish all Cassiar's chief supplies.

I omit also from consideration the doubt I have as to the nationality of Peter Martin or Bricktop, and the reported fact of his being a fugitive from the justice of the United States as beside the present question.

I merely mention also, to dismiss the unwarranted assumption of one, Mr. J. B. Lovell, an unpaid Justice of Peace at a wayside spot on the route to Cassiar, who volunteered, unauthorized, a sort of apologetic solicitation of the friendly offices and courtesies of Captain Jocelyn, the Commandant of Wrangel, in passing the prisoner through to Victoria.

This, if I am correctly informed, has been expressly disavowed by the British Columbian authorities.

None of these matters came on at the trial. There was no counsel retained by the Consul or any one else to defend the prisoner. Had any of those consuls usually present been in Court at the time I should have assigned the defence at once to him. There was no application or motion for postponement on behalf of the prisoner. I had to deal with the case like any other case at an assize; my imperative duty was to deliver the gaol, and that I did. And, notwithstanding the great embarrassment of such a position, gave more than ordinary assistance and cautions to the prisoner, at the expense of unlimited patience, in the conduct of his defence.

It was impossible not to feel the responsibility attaching to the case, and not to be aware, from the ordinary daily public channels of communication, that a correspondence was on foot respecting it between the two Governments. What that correspondence was, at least on one side, your present despatch informs me. Still the case was before the Court with the others in the calendar and had to be decided. So that had the above correspondence just received been then produced, the same duty would have remained of dealing with the case in the calendar.

It is difficult to conceive what other course under the circumstances could be adopted.

The administration of the law among a population like that of the outlying gold district of Cassiar, recruited from among the wildest and ungovernable spirits of all nations under the four winds of heaven, with one solitary constable and not a single soldier to support it, depends so entirely on the general conviction, nay, the moral certainty which exists, that all crime, all acts of violence will be brought to trial, and if proved, followed by its appropriate punishment without hurry, without delay, and without fail; that it was a matter of unavoidable paramount necessity, that the same course should be followed in this case.

That an act of violence so premeditated, so openly avowed, which so clearly and so publicly put in issue the very possibility even of administering law and maintaining peace and order in Cassiar, should at once be faced and decided, unless good countervailing cause to the contrary could be shewn.

None such, in my opinion, was attempted to be shewn, and the law had to take its course.

It did not escape the attention of the Court that the utmost that could be done in case of a verdict of guilty, would be to pass a sentence to take effect after the conclusion of the prisoner's existing term, which has nearly a year yet to run, an interval allowing of ample time for any application to the highest authorities which might be advised.

What else could the local authorities do? The gaol must be cleared, or, as has been done before here, it would have cleared itself in default by operation of law.

Such a man as Martin could not have been let out on bail. No one would go bail for him. He had been heard to boast of having escaped from the prison of Astoria in Oregon, by cutting down, nearly murdering his gaoler. That his imprisonment

ment there was for a similar act of aggravated violence on the mate of a vessel at Astoria. That to avoid the consequences of his crime, he was now a fugitive in British Columbia.

He had broken jail at Cassiar, and assaulted the constable, and was now arraigned under the immediate allegation of a premeditated act of desperate violence on his way to prison.

Nothing could be elicited in his favor by delay. The only witnesses available were, at the time of trial, on the spot; very shortly afterwards they would have left the jurisdiction, and would not have been available for the defence. He would have been prejudiced not benefited by the delay.

In no case could he have been set at liberty without a trial or arraignment before a Court.

Although as Judge I am not responsible beyond my proper share in the actual trial of a case, it is by no means difficult to imagine the force which would be exerted on the minds of those whose province it is to inaugurate the prosecutions, by considerations of the overwhelming necessity of vindicating the majesty of the law, if Cassiar was to be inhabited at all.

It is difficult, perhaps, at such a distance to realize the paramount pressure which this necessity exercises on the spot.

*Next, as to the locality of the offence,*

The Consul writing to his chief (if his words are specifically quoted) is under serious misapprehension on this point.

The evidence of Richardson (a man always of indifferent character) is in no respect trustworthy, except where it might have told against the prisoner.

Indeed, so clearly had been the *animus* which had guided his conduct throughout, that when Martin was sentenced, Mr. Hall, an American gentleman, who had been endeavoring to procure Martin's release, and had been a passenger in the canoe all the way with the party, and had proved an admirable witness in giving his testimony, cool, clear, and straightforward, unexpectedly came forward in open Court and said, that "had Beegan been murdered on that occasion by Martin, he should have held Richardson as an accessory before the fact, words which he repeated twice, and which I ordered to be taken down and recorded.

The Consul, when he wrote on the 20th December last, of what he alleged had occurred on the 16th in the Court, avers that two of the witnesses testified "that the assault occurred in what is considered to be Alaska territory," leaving it to be inferred that these were the words of the witnesses—whereas they all and each distinctly said (as you will see by reference to the notes of the evidence) that they could not say that it had occurred within the Alaska boundary.

As to the Consul's statement that the Judge had charged the jury,—

"That a question had been raised by this (United States) Government concerning the right of a court of this Province to try the prisoner for an offence committed in Alaska," I will not trust myself to traverse it otherwise than by referring you to the report by a local newspaper of the charge which I enclose herewith.

The allegation is no more supported by the fact than that forwarded to headquarters, alleging that the prisoner had "suffered indignities" at the hands of the constable, which was so entirely and satisfactorily disproved by the prisoner's friend and fellow-countryman, Mr. Hall.

I would not notice this misapprehension of the Consul and others in all the subsequent paragraphs of that portion of the Hon. Mr. Fish's notes, did I not see that it is these and similar misapprehensions, originating in the Consular communications, which have been producing an erroneous impression on the mind of that distinguished gentleman.

It is strange that the Consul should have so written as to the *locus in quo* on the 20th, when on the 16th he had perused, and placed in my hands, the original sketch, plotted by, and from the magnetic observations made by the Chief Justice, which I now enclose for perusal and return.

This place of the Stickeen, with Hall's evidence, would place the locality, as far as I am able to judge, in Canadian territory, so I cannot see what warrant he could find, in the evidence given, for the conclusions he appears to have drawn and communicated to headquarters.

The evidence on this head convinced me, with the only construction I, as at present informed, can conscientiously give to the treaty words, is of the boundary line, that the occurrence actually took place in British Canadian territory.

Although, to guard against all contingencies, I deemed it my duty to charge the jury that, for the purposes of this case, they should be justified in considering the occurrence to have taken place in British Canadian, or, as if in British Canadian territory.

Also, that if they were of the same opinion that, as judges of the fact, that the custody of the prisoner in British hands throughout was unbroken.

This last, because it was not an escape and *re-capture*, but merely an unsuccessful attempt at escape, a difference which your experience will appreciate.

The Consul's version of the charge, and so the United States Secretary of State appears in a certain very guarded measure to have received it, was that the Judge, in charging, had laid down the general proposition :

That offences committed in Alaska, or a portion of it (Alaska), nearest the boundary line, were justiciable in our Canadian Courts.

No such proposition was laid down. What an opinion such a communication must have produced in that high quarter of our Canadian Supreme Courts. Nothing further than this was advanced.

There are large tracts and districts along the River Stickeen, the sovereignty over which is clear, certain and beyond question or dispute.

No one, for a moment, would say that an offence in Wrangel or its vicinity, or at the mouth of the Stickeen, or any other portion of Alaska, was justiciable in British Columbia; or an offence committed in Glenora was justiciable in Alaska.

Nevertheless, between the limits where the domain, with certainty, belongs to one country or another along the River, there is a slip of land, however narrow, the sovereignty over which is by no means certain.

It depends on where the line of demarcation really will come.

As an abstract proposition, it is perfectly true to say: The line laid down in the existing convention of 1825, is the line of demarcation, and not a hairsbreadth within that line can the adjacent sovereignty come. *Certum est quod, certum reddi potest.*

Practically, however, that line, *pace tanti viris*, has still to be made, and until it is made there is, and I fear will be, a strip of land, intervening land, which may not improperly be called debateable.

I may, and do, wish it were otherwise; but all efforts at the trial to fix the exact locality, by reference even to well known marks, as the Great Glacier, the Iskoot or the Simpson Rivers, were unavailable.

It did, however, appear to come out with sufficient clearness, that following the wording of the convention of 1825, there is no actual line laid down so as to enable one to say on the ground—"so far exactly, 'Alaska;' immediately beyond British Columbia."

If this view be correct, can it be that between two cognate nations, alike in language and in general law, with relations and interests so friendly and close—an interval of the kind should be allowed practically to remain without law—in the proximity of such a population as I have described, to become a nest of smugglers and outlaws.

The immediate remedy for such a state of things as this—in the interval of actually laying down the line—appears to me to be that which arises *ex necessitate rei*, and which has been adopted in similar emergencies elsewhere, a concurrent limited temporary exceptional jurisdiction, with the immediate right of action to either party, which is, perforce, called upon by the necessity of the occasion to exert it.



This Court, instead of prejudging, expressly guarded itself from attempting to fetter or forestal the decision of the high contracting parties as to where the line will ultimately be laid down.

But it had to come to a decision on the case before it, with the only boundary line it could recognize as its guide—that laid down by law in the Treaty of 1825.

In criminal matters Canadian Courts can only regard the actual law. No unauthorized interlocutory arrangements, whether of a departmental or provincial character, should any such have been, or be, avail ought to ward off or vary actual law, whether for him or against him, it is the right and privilege of the prisoner, and so with respect to this boundary line.

If others thought differently, it is more than strange that for lack of a \$25 fee to counsel, with a Judge anxious that the prisoner should have every reasonable chance, he should have been allowed to go undefended (16), or that the fullest and most thorough consideration should not have been given to anything he might wish to plead, when it would have cost only counsel's fee to have ensured it.

Next, with regard to the Treaty itself.

In the enclosed Report of the charge to the jury, which was not taken down in short-hand, I am made to say that the Convention of 1825 allowed the free navigation, &c., of the Stickeen to both the then contracting nations; whereas, the words used, as found in Wertzlet's Treaty and McCulloch's Commercial Dictionary, were: "It is understood the subjects of His Britannic Majesty, from whatever quarter they may arrive, whether from the ocean or the interior of the continent, shall forever enjoy the right of navigating freely, and without any hindrance whatever, all the rivers and streams which, in their course toward the Pacific Ocean, may cross the line of demarcation." Words which gave the right of navigating the Stickeen exclusively to British subjects.

*The Treaty of Paris in 1856,*

After the conclusion of the Crimean War, which I also quoted in my charge but was not reported, confirmed the Convention of 1825 without alteration.

In the Honorable United States Secretary of State's note, dated 10th January, 1877, there seems, if I have read the notes aright, a change of ground which is capable of the construction of going now to the right of British Columbia to send prisoners down the Stickeen at all.

In charging the jury on the trial, there seemed to me so little doubt as to our right to the free navigation of the Stickeen outwards and inward, ascending and descending, for all purposes whatsoever, a right which we have exercised ever since 1825, and, within my own recollection, in this country for some twenty years without let or hindrance, that it did not occur to me that any question could possibly arise on that particular point, so that I did not dwell upon it as much as I should otherwise have done at the trial.

It may now, however, not be amiss to observe that, as far as I have been able to gather, the expedient of the Convention of 1825 was hit upon as the final settlement of all outstanding feuds and complications which had been carried on, not without bloodshed, between the great rival fur-trading companies on that part of the Pacific Coast.

The Russian Fur Company, in fact Russia, retaining merely a coast line or fringe of coast, all she wanted for establishments, between Mount St. Elias and Prince of Wales Island, which was handed over in perpetuity, and is still held under the same title.

There were the Russian posts with which the British could only trade for the first ten years after 1825.

To the latter's share fell the entire inland trade with the interior, and the right of navigation to British subjects up and down all the streams, inlets and rivers, including the Stickeen, between Mount St. Elias and Prince of Wales Island.

Thus, the British reserved to themselves the exclusive right of navigation for all purposes whatsoever, up and down the Stickeen, to and from the Pacific Ocean.

This was a clear, well-defined, and what writers on International Law, Vattel, Puffendorf, Grotius, Wheaton, designate as a "perfect right."

It was most general and extensive in its operations; not limited, as in ordinary treaties, to a few years or a specific period, but like the strip of coast and Prince of Wales Island, which depended on exactly the same title, was a grant in perpetuity.

It could not be abrogated or varied except by express words, or by words in a document of equal authority and force, the necessary and unmistakable infuement of which was to repeal or vary that provision, and then only to the extent of such repeal or variation.

As the superior, older and more favoured document, the construction of law was on its side, as against any other or younger treaties. True, others might be admitted to partake in its enjoyment, but such beneficent extension of the right would not limit or qualify its concurrent enjoyment by the possessor of the original right.

It ran with the land which could only be transferred with the treaty obligation attached; it had to be taken *cum onere*.

Not only a particular class or description of persons, as traders could make use of it, but all kinds of persons for all sorts of imaginable purposes could use it, prominent among which, as a *sine qua non* of peace, order and safe commerce itself came all the machinery and persons necessary for the enforcement of law.

Not only could they pass through the coast strip marked off by the north and fourth line of coast demarcation, but as only ships, boats and canoes were at that time known and used, they could traverse these rivers in canoes, which made it a matter of actual necessity that they should, acting under the stress of weather or for natural purposes, such as food, rest, fire or the like, freely use the banks of the river and any portages, both by themselves and all who were with them, in the emphatic words of the Convention, "without any hindrance whatever."

A river so swift and so dangerous as the Stickeen cannot be safely traversed up or down in canoes or any other conveyance by night. Sometimes it had to be traversed by rail; sometimes it was traversed for months together on the ice.

Consequently, on all such occasions, if the parties, availing themselves of their right, partly say for trade, partly say conveying prisoners, or for other police purposes, they must of necessity land for such innocent and necessary purposes at various points along the river, or its confluent streams.

They would have been as much entitled to restrain their lawful prisoners in such a case from an attempt to escape, and to use all proper force for the purpose, as if they had been at the time in their own proper territory.

It would have been an innocent necessary use, and no violation of sovereignty or territory.

Such was the position of this exclusive British privilege when it was confirmed by the Treaty of Paris at the end of the Crimean war in 1856.

Let us trace its history a little further. Such was still the position when the United States purchased Alaska from Russia. On this purchase, Great Britain not being a party, the United States took the country *cum onere*, with all its treaty obligations and covenants attached, among them the exclusive British right in question.

Things so remained until the Treaty of Washington in 1871, when the Americans were admitted to share in the privilege.

They had claimed the right of concurrent free navigation of the St. Lawrence beyond and below their boundary to the sea as of natural right, and I am inclined to think not without reason, claiming to be entitled to its use, at all events, during peace, as one of the natural outlets from their country. It was refused in principle, but granted in practice, and a vast sum of money was at the same time paid to them in settlement of some very inflated claims.

By the XXIV. article of the Treaty of Washington, a further concession was made to them that the navigation "of (*inter alios fluvios*) the Stickeen, ascending and descending from, to and into the sea, shall forever remain free and open for the purposes of commerce to the subjects of Her Britannic Majesty and the citizens of

the United States, subject to any laws and privileges of either country within its own territory not inconsistent with such privileges of free navigation."

Thus for the first time were the citizens of the United States admitted to the free navigation for the purposes of commerce with British subjects on the Stickeen.

This was not a restriction of the British privilege, but the grant of a share in privileges already existing under the Convention.

It would be an unworthy suggestion to accuse a great nation like the United States of putting forth a claim that this was a new treaty over the same subject matter between new parties, and therefore acquired new force to the abrogation or restriction of the old.

I presume such a proposition, which it is fair to say I have never heard advanced, would at once be classed by all the writers on International Law as a construction which, having no base but injustice and want of equity, should be put down as "odious."

The Convention of 1825 could not have been abrogated by the younger treaty without special words or unmistakable necessary intendment; and I suppose it will scarcely be contended that there are any such special words or any such necessary intendment to be discovered here.

If so, all the rest of the whole Convention of 1825, not by special words retained, would have to fall to the ground.

Then what would become of the claim to the coast strip of ground and islands south of Mount St. Elias, which were granted in perpetuity by this very Convention.

It does not appear that the Convention of 1825 was either mentioned or produced among the protocols of the Treaty of Washington, which would certainly have been the case had the experienced diplomatists, there assembled, intended to abrogate its provisions.

There is, however, too much of present life and vigor and interest in that convention to doubt of its applicability to the present conditions of affairs generally, and to the present case in particular.

A sort of reference has been indirectly made to the case of the River St. Lawrence, and the question has been asked: "Would the United States Government be allowed to convey their prisoners through Canadian territory down the St. Lawrence?" To that I unhesitatingly answer: "Under similar circumstances and under a similar Convention to that of 1825, undoubtedly, yes."

And, in the present case, there was the additional plea of "The voyagers had been canoeing through wet and hyperborean cold for now the third day, numbed and weary and worn with travel, and cramped in their limbs by the canoe, had landed for purposes of necessity when the assault and attempted escape, never perfected, took place."

The prisoner was never actually free from custody, and his manacles remained upon him the whole time; so that even if the assault had occurred upon actual United States territory, under such exceptional circumstances as that, or had the case been reversed with a British citizen as prisoner attempting on British grounds to escape from the lawful custody of the United States constables under similar circumstances, I should have felt bound to have directed the jury that the constables were in their right.

You will observe I have argued all through on the assumption that practically (as the truth and fact is) there is no safe way of bringing down prisoners except by the Stickeen.

To ask the Dominion and Provincial Governments to build penitentiaries and prisons up so near the North Pole, and allow human beings to work out perhaps life sentences or long terms there, is so unreasonable, that it may fairly be classed among the things which are practically impossible.

All which, in obedience to your request, is respectfully submitted by, Sir,

Your most obedient and humble servant,

HENRY S. PELLEW CREASE,  
*Judge of the Supreme Court of British Columbia.*

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada.—No. 94.)

DOWNING STREET, 20th March, 1877.

MY LORD,—With reference to the correspondence note in the margin, I have the honor to transmit to you, for the information of your Government, a copy of a despatch from the British Minister at Washington, enclosing a copy of a note he had received from Mr. Fish, late Secretary of State of the United States, with regard to the Alaska boundary question. A copy of Sir Edward Thornton's note to Mr. Fish, to which his note is a reply, was forwarded to you in my despatch, No. 50, of the 13th of February last.

I have &amp;c.,

(Signed) CARNARVON.

Governor General;

The Right Honorable The Earl of DUFFERIN,  
K.P., G.C.M.G., K.C.B.,  
&c., &c. &c.

*Sir E. Thornton to the Earl of Derby.*

No. 65.

WASHINGTON, 6th February, 1877.

MY LORD,—With reference to my despatch, No. 16, of the 15th ultimo, in which I transmitted copy of the note addressed to Mr. Fish, in compliance with your Lordships instructions, relative to the Alaska boundary, I have now the honor to enclose copy of Mr. Fish's answer, in which he states that the attention of Congress has been requested to the expediency of taking measures for defining that boundary.

I yesterday saw the Chairman of the Committee on Foreign Relations of the House of Representatives, who told me that the matter was before the Committee; but upon my urging the danger of leaving it without a decision, and the expediency of providing for the settlement of the boundary at once, I regret to say that he gave me no hope that any measure would be taken with regard to it during the few remaining days of the present Session.

I can hardly hope that Congress will meet again for any but the most necessary business, if at all, before December next. I shall then, however, do my best to bring about the consideration of the matter in question, with the importance of which I am fully impressed.

I have &amp;c.,

(Signed) E. THORNTON.

The Earl of DERBY,  
&c., &c., &c.

*Mr. Fish to Sir E. Thornton.*

DEPARTMENT OF STATE,

WASHINGTON, 20th February, 1877.

SIR,—I have the honor to acknowledge the receipt of your note of the 15th ultimo, in which you suggest the expediency of taking measures for defining the boundary between the territory of Alaska and the adjacent British possessions, and, in reply, to inform you that the attention of Congress has been requested to the subject.

I have &amp;c.,

(Signed) H. FISH.

Right Honorable Sir E. THORNTON, K.C.B.,  
&c. &c. &c.

Many Islands



20 30 40  
1875 1876 1877  
MANNING

C O A S T

Tree Point

High Banks  
Blue Glacier

Highest Snow Mountain

Stony  
Peaks

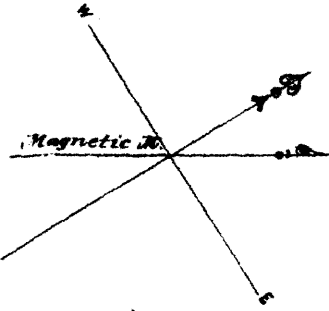
Great  
Glacier  
East  
Springs

Iskool R.

Saktum R.

High Banks

High  
Banks



Year's about 50 (1865)  
Scale - 5 Miles to 1 Inch -

*The Earl of Dufferin to the Earl of Carnarvon.*

OTTAWA, 21st March, 1877.

MY LORD,—With reference to my despatch of the 14th instant, and to previous correspondence on the same subject, I have the honour to transmit herewith a copy of a letter from the Secretary of State for Canada, forwarding a copy of a further communication and enclosure from Mr. Justice Crease relative to the case of Peter Martin.

I have communicated copies of these papers to Her Majesty's Minister at Washington.

I have, &amp;c.

(Signed) DUFFERIN.

The Right Honorable the Earl of CARNARVON,  
&c., &c., &c.

## DEPARTMENT OF THE SECRETARY OF STATE.

OTTAWA, 19th March, 1877.

SIR,—With reference to my letter of the 10th instant, I am directed to transmit to you, herewith, for the information of His Excellency the Governor General, two copies of the sketch referred to in the report of the Honorable Mr. Justice Crease of the 16th ultimo, relative to the case of the prisoner, Peter Martin.

I am also to transmit, for His Excellency's information, a copy of a further letter from the learned Judge, in reference to the case of this prisoner.

I have, &amp;c.,

(Signed) EDOUARD J. LANGEVIN,  
*Under Secretary of State.*

Lieut. Col. the Honorable E. G. P. LITTLETON,  
Governor General's Secretary.

## DEPARTMENT OF THE SECRETARY OF STATE.

OTTAWA, 19th March, 1877.

SIR,—In compliance with the request contained in your letter of the 22nd ult. I am directed to return, herewith, the sketch which accompanied it, and which was referred to in your letter of the 16th ult., reporting upon the case of the prisoner, Peter Martin.

I have, &amp;c.,

(Signed) EDOUARD J. LANGEVIN,  
*Under Secretary of State.*

The Hon. MR. JUSTICE CREASE,  
Victoria, British Columbia.

SUPREME COURT, BRITISH COLUMBIA, VICTORIA, 22nd February, 1877

*Regina vs. Martin.*

SIR,—According to promise, I forward herewith the Chief Justice, Sir Matthew B. Begbie's (original) sketch taken and plotted by him, from magnetic observations, on the spot of the Stickeen River.

It is the same referred to in my observations on this case, transmitted to you under date 16th February, 1877.

To those observations I now append the further remark:—That it was a case *per se*; none but itself could be its parallel. Joy's case (as far as I have been made aware of it) is not in point.

On Martin (be it remembered) fell the onus of proving, affirmatively, two propositions in order to escape:—First, That the occurrence happened on United States territory. Second, And that so happening, the Constable's action there, under the circumstances, was not sanctioned by the privileges Canada has there, by treaty, or by the law of necessity.

In all of which he entirely failed.

N.B.—Is not the Stratford Canning, who signed the Convention in 1825, still alive? Pray. look at the treaty of purchase between United States and Russia; not here, for any reservation of British Canadian rights.

I am, Sir,

Your obedient servant,

(Signed)

HENRY S. PELLEW CREASE.

Judge, Supreme Court.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 37.)

OTTAWA, March 21st, 1877.

SIR,—Adverting to the correspondence which has passed, regarding the case of Peter Martin, I have the honour to inclose, for your information, a copy of a letter from the Department of the Secretary of State for Canada, forwarding a copy of a further communication and enclosure from Mr. Justice Crease, relative to the case of this prisoner.

I have, &c., &c.,

(Signed) DUFFERIN.

The Right Honorable Sir E. THORNTON, K.C.B.

&c., &c., &c.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 38.)

OTTAWA, 24th March, 1877.

SIR,—In further reference to the correspondence which has taken place, concerning the case of Peter Martin, I have the honor to transmit, herewith, for your information, a duplicate copy of an Order of the Privy Council of the Dominion, which I have communicated to the Secretary of State for the Colonies, touching the question of the alleged conventional boundary between British Columbia and Alaska.

I have, &c., &c.,

(Signed) DUFFERIN.

The Right Honorable Sir E. THORNTON, K.C.B.,

&c., &c., &c.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st March, 1877.

The Committee have had under consideration the despatch from the Right Hon. Her Majesty's Secretary of State for the Colonies, of the 27th of February, 1877, enclosing copy of a despatch from Sir Edward Thornton, of the 15th January previous, on the case of Peter Martin.

They have also had before them the report hereto annexed, from the Hon. the Minister of Justice, to whom the said despatch and enclosure were referred, and they respectfully submit their concurrence therein, and advise that a copy thereof and of this minute, be transmitted for the information of Her Majesty's Government.

Certified.

(Signed)

W. A. HIMSWORTH,

*Clerk, Privy Council.*

DEPARTMENT OF JUSTICE,

OTTAWA, 20th March, 1877.

Upon the despatch of the Colonial Secretary of the 27th February, enclosing a copy of a despatch from Sir Edward Thornton, of the 15th January, on the case of Peter Martin, I beg to report as follows:—

The despatches already sent to the Colonial Secretary embrace all the available information on the facts of this case.

Sir Edward Thornton, taking the same view which is propounded in those despatches, observes that "it may well be considered to be very uncertain whether, when Peter Martin committed the assault upon one of the constables in charge of him, it took place in British or United States territory."

The Colonial Secretary, however, observes, that in Mr. Justice Gray's note he speaks of the attempt to escape as having been made within the thirty miles near the mouth of the River Stickine, which are at present treated conventionally as United States territory, although at the same time he points out that the true boundary line, according to the Convention with Russia of 1825, is probably only about 15 miles from the coast.

The Colonial Secretary adds the following statement:—

"In dealing, however, with this case, I have to express the opinion of Her Majesty's Government, in which I feel confident that your Government will agree, that it will be desirable to treat the conventional boundary as though it were the real boundary between the two countries until the latter can be authoritatively settled by an International Commission or otherwise." No doubt, upon the assumption that there is a conventional boundary, it would be proper during the continuance of the agreement by which such boundary was established, to treat it as though it were the real boundary.

To act otherwise would be to nullify the Convention.

But there never has been, so far as I am aware, any conventional boundary.

The United States would, probably, be well pleased if we were to propose a conventional boundary, fixed on the principle most favorable to them, and least favorable to Canada; but, if we were to propose this plan, it is not unfair to conclude that the Government of the United States, which has hitherto declined our proposals for the settlement of the true boundary at the Stickine, and which is meanwhile insisting on the removal of our traders from places believed by us to be within our territory, would redouble its pressure for such removal, and continue its declination to investigate a question by the settlement of which it might lose much and could gain nothing.

The practical result would be the abandonment of our contention.

It is not, indeed, proposed that we should now make any such arrangement, and doubtless the suggestion of the Colonial Secretary, as to the treatment of the question, was based solely on the erroneous impression which appears to have been created by Mr. Gray's letter, and which has, I daresay, been removed by the subsequent despatches.

I recommend that a copy of this memorandum, if approved, should be sent to the Colonial Secretary as expressive of the views of the Government on the subject, and that a cable despatch be also sent, to the effect "that there is no conventional boundary at Stickine save that settled by Russian Treaty."

I have, &c.,

(Signed)

EDWARD BLAKE.



*The Right Honorable the Earl of Carnarvon to the Governor General.*

(Canada—Secret.)

DOWNING STREET, 21st March, 1877.

MY LORD,—Since writing my despatch, secret, of the 27th February, I have received your despatches, as noted in the margin, with respect to the case of Peter Martin.

Secret—12th Feb'y. 1877.  
Conf'l.—19th " " "  
" —21st " " "  
Secret—2nd March, "

I will at once consult the Secretary of State for Foreign Affairs, and the Law Officers of the Crown, upon all the questions which have arisen in connection with the case, and I will now only add that I am fully alive to the necessity which exists that no steps should be taken which might appear in any way to strengthen the claims of the United States to advance the boundary of Alaska beyond the limits fixed by the Treaty with Russia of 1821.

I have, &c.,

(Signed) CARNARVON.

Governor General

The Right Honorable

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada—Secret.)

DOWNING STREET, 31st March, 1877.

MY LORD,—I received on the 22nd inst. your telegram, dated the previous day, stating that the Minister of Justice thought I ought to be informed with reference to my secret despatch of the 27th of February, that the only conventional boundary on the Stickeen is that settled by the treaty with Russia; to which I replied on the 27th inst., by telegraph, that the term conventional boundary, as used in my despatch, had reference to the *status quo* on the Stickeen, the maintenance of which was urged by your Government in the Minute of Council dated the 21st of November last.

I have now only to add that this Minute of Council was expressly referred to in my secret despatch of the 27th of February, and that as you have been informed by C.O.—No. 13—Jan. 9, '77. my despatches noted in the margin, the wishes of your Government, which, as expressed in that Minute, advocated the retention for fiscal purposes of such arrangements with respect to the boundary as have been hitherto observed, have been strongly pressed upon the United States Government.

I have, &c.,

(Signed) CARNARVON.

Governor General

The Right Honorable

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 31st March, 1877.*

Upon the confidential telegram received by Your Excellency from the Right Honorable Her Majesty's Secretary of State for the Colonies, in reply to that despatched in pursuance of the Minute in Council of the 21st March instant, with

reference to the Alaska boundary, the Honorable the Minister of Justice has submitted the following report, in which the Committee concur, and which they submit for Your Excellency's approval.

Certified.

(Signed) WM. A. HIMSWORTH,  
Clerk, Privy Council.

DEPARTMENT OF JUSTICE,  
OTTAWA, 28th March, 1877.

Upon the confidential telegram received by His Excellency from Lord Carnarvon (in reply to that despatched in pursuance of the Minute in Council of 21st instant), with reference to the Alaska boundary in the following terms:—

"The term conventional boundary refers to the *status quo* on Stickeen, maintenance of which was urged by a Minute of the Privy Council of November 21st, 1876," I am asked by His Excellency to suggest an answer, and, at the same time, to state what the *status quo* referred to in the Minute of the 21st November, is.

The phrase referred to is used in the memorandum of the Minister of Public Works concurred in by Council on the 21st November, 1876, in which, after a recapitulation of previous official correspondence, he points out that instructions had been issued by the Secretary of the Treasury of the United States to a local officer which, if carried out, might seriously complicate existing arrangements and defeat the expectation of an early settlement.

He adds that the United States Government have, through the official alluded to, intimated their intention, immediately after the opening of the river next spring, of treating certain places as United States territory by taking proceedings against Canadian settlers who may remain in such localities for the collection of United States customs duties on goods in their possession. He points out that it is important that a representation of these facts should be made immediately to Her Majesty's Government, so that the rights of British subjects as they now exist may be maintained inviolate in that quarter, pending a determination of the boundary line by the joint authority of the two nations; and he suggests that Her Majesty's Government should again request the United States Government to join in a Joint Commission to determine on the point where the boundary intersects the Stickeen River; and that in the meantime the *status quo* should be maintained.

The memorandum thus showed that it was proposed by the United States to disturb the actual occupation by a British subject as British territory of a certain point which was claimed to be in British territory.

It is, I understand, the *status quo* of this British subject, and of others who might be similarly circumstanced, which it was desired to maintain.

No mention is made in the Memorandum of any agreement or understanding formal or informal, as to a conventional boundary line pending the ascertainment of the true line. No such agreement or understanding has ever been made by this Government, or by any one with its knowledge or authority.

There was not, and, indeed, under the circumstances which I have mentioned, there could not have been any intention to assert the existence, or to suggest the continuance of any such agreement or understanding.

I, therefore, recommend that the following telegram be addressed to Lord Carnarvon:—

"*Status quo* referred to actual occupation of certain points by British settlers as British territory. This Government never agreed to any line."

It is, however, proper to add that within the last few days Mr. Roscoe, a member of the House of Commons, from British Columbia, has stated in his place that he has reason to believe that in June, 1875, a local Customs officer of the United States and a military officer of the United States, and a local Customs officer of Canada came to some verbal understanding, that for the time, and pending further arrange-

ments, the Canadian officer should fix his office at a specified point on the Stickeen, and should collect Canadian duties on all goods landed at or above that point; and the United States customs officer should collect United States duties on all goods landed below that point.

This point is represented to be nearly opposite the Iskoot River; about ten miles above a reserve or town plot on the same bank, some years ago laid out as British territory by the late Mr. Sullivan, British Columbian Gold Commissioner, and Mr. McKay of the Hudson's Bay Company; and about two and a half miles above the point now occupied by the British trader (Choquette), who has received notification referred to in the memorandum of 21st December.

Mr. Roscoe understands that the Canadian Customs officer pitched his tent at the point specified, and for some time collected duties as arranged; but that, being unprovided with accommodation there for a residence or office, he, after a certain interval, for his own convenience, removed to a Hudson's Bay Fort on the opposite bank, a short distance above Bucks, and some miles higher up the river; and so placed himself above instead of below Choquette's establishment.

It would seem that subsequent to, and, as some conjecture, consequent upon this removal, the United States authorities took the action with reference to Choquette which has become the subject of correspondence.

It may be added that the despatch of Sir Edward Thornton to Lord Derby of 27th September, 1875, communicated to His Excellency by the Colonial Secretary's despatch of 22nd October, 1875, sufficiently shows that the Government of the United States in no sense asserts or recognizes any agreement which would in any way affect either the case of Choquette or that of Martin.

If Mr. Roscoe be rightly informed, the head of deep water navigation is at the Iskoot, which is a considerable distance above the coast range, and consequently in British territory.

Under such circumstances, the importance of avoiding any concession or complication as to our rights is obvious.

As I understand, the transactions which are reported to have taken place between these local officers were neither authorized by or communicated to this Government, which cannot be, in any sense, bound or affected by them.

But, at any rate, they can apply only to the purpose to which they related, *viz.* the temporary settlement of a line for customs purposes; and in this connection any effect they may have would be to strengthen the claim that the position of Choquette should not, meanwhile, be disturbed.

They can have no bearing on the questions arising in the case of Martin.

I recommend that the Minister of Customs should procure from his local officer a full report of the transactions referred to; and that a copy of this memorandum should be transmitted to the Secretary of State for the Colonies.

(Signed) EDWARD BLAKE.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada—No. 122.)

DOWNING STREET, 23rd April, 1877.

MY LORD,—With reference to my despatch, No. 94, of the 20th of March, I enclose, for the information of your Government, an extract from a despatch from the British Minister at Washington, reporting the substance of some remarks recently made by him to the Secretary of State of the United States with regard to the importance of steps being taken for laying down the boundary line between Alaska and British Columbia.

I have, &c.,  
(Signed) CARNARVON

Governor General the Right Honorable  
The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,

*Sir E. Thornton to the Earl of Derby.*

(Extract—No. 93.)

WASHINGTON, 26th March, 1877.

MY LORD,

\* \* \* \* \*

I said that there were one or two questions pending between the two Governments, the solution of which seemed to me to be important to both of them.

One of these was the laying down the boundary between British Columbia and Alaska; I pointed out to him that gold was being discovered in sufficient quantities in the neighbourhood of the Stickeen River to induce a number of adventurers to visit those regions; that these gold-seekers were of the usual character of such persons; that disturbances would probably take place, coupled with resistance to the authorities, and that it would be most desirable to decide where the jurisdiction of the United States ended and where that of British Columbia began. But for this purpose it would be necessary that Congress should grant the necessary funds, so that the survey might be carried out.

\* \* \* \* \*

I have &c.,

(Signed) E. THORNTON.

The Earl of DERBY,  
&c., &c., &c.

COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 25th June, 1877.

The Committee of Council have had before them a confidential Report, dated 18th June 1877, from the Hon. the Minister of Justice, having reference to the fact that gold has been discovered on the Schuck Creek in British Columbia, and recommending that the attention of Her Majesty's Government should be confidentially directed to the questions raised by that fact in connection with the question arising out of the imprisonment of Peter Martin, and also to the importance of an early disposition of Martin's case.

The Committee concur in the recommendation submitted by the Minister of Justice, and advise that a copy of this minute and of his report be transmitted to Her Majesty's Secretary of State for the Colonies.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

DEPARTMENT OF JUSTICE, 18th June, 1877.

I beg to report confidentially that my attention has been called by a private letter addressed to my predecessor, to the fact that gold has been discovered on the Schuck Creek, in British Columbia, which is described as a stream of considerable size fed by numerous tributaries, and falling into the sea about 75 miles north-west of Fort Wrangel.

This stream is described as taking its rise far back in British territory, and there are, it is alleged, other streams besides this one and the Stickeen, Yukon, and Porcupine, similarly circumstanced.

The questions raised in the reports of my predecessor as to British rights under the St. Petersburg Convention, and the effect of the Washington Treaty upon them, are thus likely to become practical in other points of view.

I append an extract from the *Colonist*, a British Columbia newspaper, upon the subject, and recommend that the attention of Her Majesty's Government should be confidentially directed to this point in connection with the pending question, arising out of the imprisonment of Peter Martin.

I may add that the British Columbia Government was informed that further communication would be had with it as to the right to bring prisoners from Cassiar to Victoria by the Stickeen, and that I am informed that it will be soon time to fix the Cassiar assizes, and that the local authorities will be in a difficulty as to the disposition of persons who may be sentenced to imprisonment as there are no conveniences for their confinement at Cassiar, or nearer than Victoria, and the only practicable route to Victoria is by the Stickeen. The promised communication to the local Government has been delayed pending the correspondence with Her Majesty's Government, and I recommend that the circumstances which I have stated should be confidentially communicated to the Secretary of State for the Colonies, with the request that the views of Her Majesty's Government upon the questions raised in the case of Martin may be communicated as soon as convenient.

(Signed) R. LAFLAMME.

*The Hon. W. B. Richards (Deputy Governor), to the Earl of Carnarvon.*  
(No. 45.)

OTTAWA, 31st August, 1877.

MY LORD,—With reference to the Earl of Dufferin's despatch, No. 19, January 24th, 1877, transmitting a copy of an Order in Council stating the course this Government intended to pursue with reference to the Alaska boundary question, I have the honor to enclose herein, for your Lordship's information, a copy of a further report of a Committee of the Privy Council covering a copy of a Memorandum and other papers from the Department of the Minister of the Interior from which your Lordship will learn the result of the survey of the Stickeen River, and the country in the vicinity thereof, which has been made by Mr. Joseph Hunter, C.E., of Victoria, British Columbia.

I have communicated a copy of these papers to Her Majesty's Chargé d'Affaires at Washington.

I have &c.,

(Signed) W. B. RICHARDS,  
*Deputy Governor.*

The Right Honorable the Earl of CARNARVON,  
&c., &c., &c.

*The Deputy Governor to Her Majesty's Chargé d'Affaires, Washington.*  
(No. 17.)

OTTAWA, August 31st, 1877.

SIR,—Referring to the Earl of Dufferin's despatch, No. 8, January 24th, 1877, addressed to Sir E. Thornton, forwarding a copy of an Order in Council stating the course this Government intended to pursue with reference to the Alaska boundary question, I have the honor to enclose herein, for your information, a copy of a further report of a Committee of the Privy Council covering a copy of a memorandum and other papers from the Department of the Minister of the Interior from which you will learn the result of the survey of the Stickeen River and the country in the vicinity thereof, which has been made by Mr. Joseph Hunter, C.E., of Victoria, British Columbia.

I have communicated a copy of these papers to the Secretary of State for the Colonies.

I have, &c.,

(Signed) W. B. RICHARDS,  
*Deputy Governor.*

Her Majesty's  
Chargé d'Affaires, Washington.

*Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council on the 27th August, 1877.*

On a memorandum dated 16th August, 1877, from the Hon. the Minister of the Interior, reporting that upon the request of the First Minister, under the authority of the Order in Council, dated the 19th January last, he caused instructions to be sent through the Surveyor-General of Dominion Lands, to Mr. Joseph Hunter, C.E., of Victoria, B.C., to make such a survey of the Stickeen River and the country in the vicinity thereof, as would enable him to lay down with approximate accuracy the boundary where the same crosses the said river between the Dominion and the territory of Alaska.

Mr. Hunter was also requested to ascertain and indicate on his plan of survey the place on the said river where the assault was committed in September last, by Peter Martin, on the constable Frank Beegan, in the course of dealing with which by the Courts in British Columbia, the question of jurisdiction was raised by the United States Government.

The Minister submits copies of the instructions for the survey, and of Mr. A. B. and C.—D. E. and F, Hunter's report with a Map in illustration thereof.

The Committee recommend that copies of Mr. Hunter's report, map, and accompanying papers be sent to the Secretary of State for the Colonies, and to Her Majesty's Legation at Washington.

Certified.

(Signed) W. A. HIMSWORTH,  
*Clerk, Privy Council.*

DEPARTMENT OF THE INTERIOR,  
OTTAWA, 16th August, 1877.]

*(Memorandum.)*

The undersigned has the honor to report, for the information of His Excellency the Governor General in Council, that upon the request of the First Minister, under the authority of the Order in Council, dated the 19th January last, he caused instructions to be sent through the Surveyor-General of Dominion Lands to Joseph Hunter, C.E., Victoria, B.C., to make such a survey of the Stickeen River and the country in the vicinity thereof, as would enable him to lay down with approximate accuracy the boundary where the same crosses the said river between the Dominion and the territory of Alaska.

Mr. Hunter was also requested to ascertain and indicate on his plan of survey the place on the said river where the assault was committed in September last by Peter Martin, on the constable Frank Beegan, in the course of dealing with which by the Courts in British Columbia, the question of jurisdiction was raised by the United States Government.

A. B. and C. Copies of the instructions for the survey are appended.

Mr. Hunter has performed the several services intrusted to him, and his report D, E, and F. with a map in illustration thereof, has been received, and a copy thereof is also appended.

The results of Mr. Hunter's survey may be shortly given as follows, that is to say:—

1. The crossing of the Stickeen River by the boundary between Alaska and the Dominion, as located in accordance with the terms of the Convention between Russia and Great Britain, of February, 28 (16), 1825, that is to say, by a line "following the summit of the mountains parallel to the coast" occurs, at a distance of 19<sup>1</sup>/<sub>2</sub> miles from the coast, measured on a line at right angles thereto.
2. The place where the assault alluded to was committed is in Alaska, being at a point on the north side of the Stickeen River, thirteen miles from the mouth, and eight and a half miles westerly of the boundary line as located across the said river.

3. The point on the Stickeen known as "Buck's" or "Choquette's" trading post claimed to be in Alaska by the United States Customs authorities at Wrangel, is eleven miles, measured on the river, or seven miles measured on a line at right angles with the coast, easterly of the boundary and within the Dominion. [Taken from map by scale.]

Respectfully submitted,

(Signed) DAVID MILLS,  
*Minister of the Interior.*

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS BRANCH,  
OTTAWA, 3rd March, 1877.

SIR,—I have the honor, by direction of the Minister of the Interior, to instruct you to proceed, with as little delay as possible, to the Stickeen River for the purpose of making such a survey thereof, and such a reconnaissance of the country embracing the coast range of mountains in the immediate vicinity, as will enable you to ascertain, with approximate accuracy, the boundary on the said river between the Dominion and the territory of Alaska.

The boundary in question, where it crosses the river named, is described in Articles 3 and 4 of the Convention between Russia and Great Britain of February, 28 (16), 1825, a copy of which you will receive herewith with certain tracings, as follows, that is to say:—

(D) Of the admiralty chart, shewing the general direction of the coast (the line of the latter, opposite the Stickeen, being shaded yellow below), also the points A and B, hereinafter referred to.

(E) Of part of the United States hydrographic chart of Alaska.

(F) Of a sketch hereinafter alluded to as made by His Honor Chief Justice Begbie.

1. Having identified Rothesay Point on the coast at the delta of the River Stickeen (shown as Point A on tracing D), you will assume it as the point from which to commence the survey of the river; also, for present purposes, as marking the point from which to measure or estimate the distance of the ten marine leagues from the coast referred to in the convention.

2. You will then make a survey of the river for such a distance up as will enable you to mark a point thereon ten marine leagues from the coast, taking the angles with a box sextant transit or theodolite; occasionally checking the bearings of your lines by true azimuths, and effecting your traverse measurements, if possible, by chaining.

Should circumstances not permit of chain measurements without involving too much time and expense, you will obtain your distances by triangulation or the use of a micrometer.

3. In surveying the river, you will note all the features on it of consequence, laying down especially the exact position of the Canadian Custom House and other governmental or private establishments or landings.

4. Your attention is called to tracing F, above mentioned, understood to have been recently made by His Honor Chief Justice Begbie. This tracing shows a dotted red line crossing the Stickeen, about nine and a half miles above Tree Point (supposed to be identical with the point B shown on tracing), believed to have been laid down by the Chief Justice to mark the intersection of the Stickeen Valley by a line connecting the nearest peaks on either side of the coast range of mountains.

5. You will make it your duty to verify this sketch as to the dotted red line shown, and generally take such observations as will enable you to lay down, with approximate accuracy, the crossing of the river (should the same occur within ten marine leagues of the coast) by a line, in the words of the Treaty, "following the summit of the mountains parallel to the coast."

6. It is assumed that the point on the river where a line would cross connecting the two highest peaks "of the mountains situate parallel to the coast," adjoining on either side of the river (if within the distance of ten marine leagues from the coast, measured and estimated on a course at right angles to the general bearing thereof opposite) would give the crossing of the river by the international boundary at that point.

7. The general direction of the coast, embracing say thirty miles on each side of the Stickeen, is indicated on the tracing D, and may be taken as north thirty-two degrees west, or south thirty-two degrees, east (true). The ten marine leagues should therefore be laid off or estimated on a course at right angles thereto, or north fifty-eight degrees east.

8. Should you require professional assistance, you are at liberty to select whoever will best suit your purpose. You will, however, keep in view the necessity for conducting the service with all possible economy and despatch consistent with a fair degree of accuracy.

It is important that the Government should be put in possession of your report and plan of survey with as little delay as possible.

A Mr. John Leech, resident at Victoria, has been mentioned to the Minister as being in possession of much information respecting the Stickeen River. It might be well for you to consult him generally in the matter.

I have the honor to be Sir,

Your obedient servant,

(Signed) J. S. DENNIS,  
*Surveyor General.*

JOSEPH HUNTER, Esq., C.E.,  
Victoria, British Columbia.

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS OFFICE,  
OTTAWA, 3rd March, 1877.

SIR,—Referring to the instructions addressed to you from this office, bearing even date herewith, I have the honor, by direction of the Minister, to request you, in connection with the survey of the Stickeen River, to ascertain and show on the map to be returned with your report, as accurately as possible, the place where the assault was committed by Peter Martin, who was recently convicted thereof in Victoria, and whose case has attracted public interest, from the fact of its having been claimed in the interest of the said Martin that the offence was committed in United States territory.

The facts of the case are as follows:—

The person above named was convicted at the Court, held at Cassiar in September last, of a crime for which he was sentenced to a term of imprisonment at Victoria.

While en route to serve this term, being escorted by the several persons whose names are given in the margin, the party having landed at a place on the Stickeen River for lunch, a violent assault was committed by him on the constable in charge, for which second offence he was tried and convicted after arrival at Victoria. On this trial the question of jurisdiction was raised, it being asserted, on behalf of the defence, that the assault was committed in United States territory.

It is quite possible that you may retain the services in your party of one or two of the men who formed the escort of Martin as above, who could point out the precise spot where the offence was committed.

The most reliable of these men is said to be Beegan, the constable, who, it is said, resides at Victoria. The man named Richardson is not considered reliable.



If Beegan cannot accompany you himself, he may assist you to obtain the services of some of the natives who were attached to his escort party, and who could doubtless give you the requisite information.

Be good enough to forward a report on this subject entirely separate from the principal service with which you are charged under the instructions alluded to.

I have the honour to be, Sir,

Your obedient servant,

(Signed) J. S. DENNIS,  
*Surveyor General.*

JOSEPH HUNTER, Esq., C.E.,  
Victoria, British Columbia.

*Extract.*

"Commencing from the southernmost point of the Island called Prince of Wales Island, which point lies in the parallel of fifty-four degrees, forty minutes north latitude, and between the one hundred and thirty-first and the one hundred and thirty-third degrees of west longitude (meridian of Greenwich) the said line shall ascend to the north along the channel called Portland Channel as far as the point of the continent where it strikes the fifty-sixth degree of north latitude. From this last mentioned point the line of demarcation shall follow the summit to the mountains situated parallel to the coast, as far as the point of intersection of the one hundred forty first degree of west longitude, (of the same meridian) and, finally, from the said point of intersection, the said meridian line of the one hundred and forty-first degree in its prolongation as far as the Frozen Ocean.

"With reference to the line of demarcation laid down in the preceding article it is understood, That whenever the summit of the mountains which extend in a direction parallel to the coast from the fifty-sixth degree of north latitude to the point of intersection of the one hundred and forty-first degree of west longitude, shall prove to be at the distance of more than ten marine leagues from the ocean, the limit between the British possessions and the line of coast which is to belong to Russia as above mentioned (that is to say, the limit of these possessions ceded by the Convention) shall be formed by a line parallel to the winding of the coast and which shall never exceed the distance of ten marine leagues therefrom."

(Signed) J. S. D.,  
S. G

VICTORIA, B.C., June, 1877.

SIR—I had the honor, in a former communication, to acknowledge the receipt of your instructions (No. 6063), dated 3rd March last, respecting a survey of the Stickeen River, for the purpose of defining the boundary line where it crosses that river, between the Dominion and the territory of Alaska.

The following extract from the instructions above alluded to, shows in a general way the nature of the duties entrusted to me, and the information furnished for my guidance.

"I have the honor, by direction of the Minister of Interior, to instruct you to proceed with as little delay as possible, to the Stickeen River, for the purpose of making such a survey thereof, and such a reconnaissance of the country embracing the coast range of mountains in the immediate vicinity, as will enable you to ascertain, with approximate accuracy, the boundary on the said river, between the Dominion and the territory of Alaska.

"The boundary in question where it crosses the river named is described in articles 3 and 4 of the Convention between Russia and Great Britain of February 28, (16) 1825, a copy of which you will receive herewith, with certain tracings as follows, that is to say :

"(D.) Of the Admiralty chart, shewing the general direction of the coast (the line of the latter, opposite the Stickeen, being shaded yellow) also the points A and B hereinafter referred to.

"(E) Of part of the United States Hydrographic Chart of Alaska.

"(F) Of a sketch hereinafter alluded to, as made by His Honor Chief Justice Begbie."

Having in view the possibility of carrying out the survey previous to the breaking up of the ice on the river, a party was organized with the least possible delay, and suitable provision made for the successful accomplishment of the work to be undertaken.

We left Victoria by the Hudson's Bay Company's Steamer "Otter," on the evening of the 27th March, and arrived at the United States Military post of Fort Wrangel on the 2nd of April. The same day the party went into camp at the mouth of the Stickeen River, 8 miles N. 4° 50' E. from Wrangel.

The survey was commenced on the 3rd April, a correct transit line was run along the valley of the river, mostly on the ice, a distance of about 54 miles, and the whole work finished on the 3rd May.

The "Otter," for which we waited five days, arrived at Wrangel on the 9th, and by her we sailed thence on the same day, reaching Victoria on the 15th May.

Before proceeding to detail the results of this survey, it seems desirable briefly to notice the prominent mountain ranges and other physical features of British Columbia.

A continuation of the main Rocky Mountain range extends from the southern boundary of the Province in lat. 49° N. and longitude about 114° W. in a north-westerly direction.

A spur or subsidiary range branching off from the main range near latitude 55° N. runs westerly and joins the eastern spurs of the coast, or, as it is sometimes called, the Cascade Range, about latitude 56°.

The general summit of the Rocky Mountains, up to the 55th parallel of north latitude determines the watershed of the continent, and the eastern boundary of the Province.

The western slope of this range, with its numerous spurs and isolated ridges, is drained by the rivers Fraser and Columbia, the former lying wholly in British Columbia, and draining an area of 66,000 square miles.

The Coast Range originates near the mouth of the Fraser River, in about latitude 49° 10' N. and longitude 122° 30' W. and runs in a north-westerly direction.

The general bearing of its axis is nearly parallel to the average trend of the western coast, as far north as latitude 56°, from whence the range bends slightly eastward to its junction with the Rocky Mountain Spur above alluded to.

This range forms the climatic division between the arid uplands of the interior, and the low, humid country on the Pacific sea-board.

The watershed between the great basin of the Fraser River and the waters of the Pacific lies to the eastward of the Coast range, and approaches at its extreme western limit to within 18 miles of Gardiner's Channel, an arm of the sea.

These mountain ranges can be identified with tolerable distinctness as far north as latitude 56°. Beyond that latitude, however, the system becomes more complex and confused, and its prominent features more subdued.

The main Coast range is supposed to extend into Alaska, branching off north-easterly towards the head waters of Peace River, from whence the Rocky Mountain range extends beyond the origin of the Youkon River, and its tributary the Porcupine.

An inferior range known as the "Blue Mountain" diverges from the main Coast range opposite the source of the most easterly branch of the Skeena River, and stretching northerly in a direction nearly parallel to the main Peace River, meets the eastern spur of the Coast range about the 60° parallel of latitude.

In the loop thus formed, the Rivers Skeena, Nasse and Stickeen take their rise.

Another range is supposed to originate somewhere in the neighbourhood of Portland Channel in latitude  $55^{\circ}$  N. and running apparently about parallel to the coast, its axis crosses the Stickeen River  $24\frac{3}{4}$  miles from its mouth. Mount Whipple, the highest peak on the river, lies on this axis. It will be more particularly referred to hereafter.

From latitude  $58^{\circ} 40'$  N. or 150 miles to the north of the Stickeen, the coast line for 200 miles farther northward, has been accurately surveyed by the United States coast survey, and the position of the adjacent mountain range determined and laid down on the charts.

The summit of this range is shown to run parallel to the coast, distant from it 13 to 20 miles.

The position and altitude of five of the highest peaks were accurately determined.

Mount Crillon, the most southerly in latitude  $58^{\circ} 40'$  N. and longitude  $136^{\circ} 58'$  W. is 15,900 feet above the sea, and distant from the coast line 13 miles.

Mount St. Elias, the most northerly, in latitude  $60^{\circ} 20' 45''$  N. longitude  $141^{\circ} 0' 12''$  W. has an altitude of 19,500 feet above the sea level, and distant 20 miles from the coast.

The latter is by far the highest mountain on the North American Continent, and nearly one-fourth higher than the loftiest mountain in Europe.

From Mount St. Elias, the boundary line between Alaska and British Columbia runs due north along the 141st meridian to the frozen ocean.

There is reason to believe that the range from the southward, crossing the Stickeen River, as above described, runs northward along the coast till merged in the St. Elias range. Its snowy summits can be seen stretching for many miles along the seaboard to the north. It is undoubtedly the range of "mountains parallel to the coast" referred to in the Convention.

Between the range known as the Blue Mountains and the mountainous zone on the Pacific, stretches a wide rolling plain, similar in character and appearance to the southerly elevated plateau of British Columbia, of which it is, no doubt, a continuation.

The Stachine or Stickeen River rises by three branches in this plain, near the western spurs of the Blue Mountains.

One branch heads far to the south of the river mouth, and flowing northward, joins the middle and northern branches about latitude  $57^{\circ} 30'$  north. The river then flows north-westerly to about latitude  $58^{\circ} 45'$ , where it makes a long sweep to the westward, and, on a course about south-west, reaches the eastern flanks of the Coast Mountains, at the Grand Rapid, 105 miles from the sea, and probably 300 miles from the source.

There is nothing known, of a remarkable character, in connection with the river thus far. The climate of the country through which it runs, for the first 150 miles, is said to be mild, the current sluggish, and the volume of water small. Its main tributaries are received in the last 250 miles of its course, and, for this distance, the current is swift.

Opposite a point on the River, 230 miles from its mouth, 4 miles to the westward, lies Dease Lake, the waters of which flow into McKenzie River by the Dease and Peace Rivers.

About half way between Dease Lake and the Stickeen, or two miles from either, is a point on the watershed of the Arctic and Pacific Oceans. Its elevation above the lake and river is about 100 feet, and above the sea 2,000 feet.

It will thus be seen that the great river systems of the two oceans, overlap each other nearly 200 miles. Some of the most valuable mines in the rich gold mining district of Cassiar, are found on the western branches of Dease River, and the auriferous belt, to which the above name applies, lies close upon the Stackine in this neighborhood, to the westward.

The small mountain town of Glenora, is situated on the right bank, 130 miles from the mouth of the river, which, up to this point, is navigable during the open

season for small steamers. Glenora is the main distributing point for the mines of Cassiar.

On a stream, 30 miles above Glenora, a good seam of coal has been found.

For sixty miles in this vicinity the river runs in a deep canon, dug out of volcanic rock.

The river enters the mountains at the Grand Rapid. The change is almost instantaneous, from the dry arid ridges and stunted pines of the Central Plateau to the serrated, rugged and confused mountain peaks of the Granite range.

For 20 miles the river runs about due south, it then turns nearly south-east, and runs on that course for 17 miles.

The topography of the mountains, on both banks, thus far is exceedingly rough. Nothing like distinct arrangement is observable. The mountains appear in isolated ridges, and groups of steep, sharp rocky peaks varying in altitude from 1,500 to 4,000 feet.

The soil of the valley bottom is loose and sandy, and sustains a growth of cottonwood and large poplar; the mountain sides, for a considerable distance up, are well wooded with coniferous trees, the higher portions are, in many instances, covered with snow, and destitute alike of soil and vegetation.

The solid granite structure terminates 39 miles below the Grand Rapid, or 69 miles from the sea, and for this latter distance, the prevailing rock is a slaty diorite, with frequent exposures of grey and black slates, the latter more noticeable along the delta of the river, and near the town of Wrangel.

From the locality of this change in the rock structure, the river runs on an average course of due south for thirty miles, and the mountains assume a more rounded appearance.

Thirty-two miles from its mouth, and opposite a ridge of rough rocky peaks on its left bank the Stickeen is joined from the east by the Iskoot River. The valley of this river is broad and level, and extends for some distance nearly due east; it then turns south-east towards the Nasse River, near which the south branch of the Iskoot originates.

The Iskoot River seems to encircle on the east range of "mountains parallel to the coast," the eastern slope of which it drains.

The Indians are said to travel along the valley of this river from the Stickeen to Fort Simpson in six days.

From the junction of the Iskoot with the Stickeen looking nearly due south, down the valley of the latter can be seen distant 12 miles, a range of high snowy summits stretching across the bearing of the river. These mountains appear rounded, massive and higher than any yet met with, and seem to form a barrier across the valley, which here opens out into a wide basin, enclosed on the east and west side by high mountains and receiving the Kwahteetah, a considerable stream, from the eastward.

This basin lies near the general axis of the range which has been before referred to as the mountains parallel to the coast.

The line marked on the river as the boundary between the Dominion and the territory of the Alaska crosses the lower end of the basin above described, and will be more particularly noticed below.

Turned abruptly aside from its southward course, by this mountain barrier, the river seeks a course of N. 59° W., and continues thus longitudinally through the heart of the range for 8½ miles. It then runs S. 75° W., for 5½ miles, and thence S. 36° W. 8 miles to Point Rothesay, a low promontory on its left bank near the coast line and the initial point of this survey.

A barren sandy tract extends along the river valley for 12 miles above Rothesay Point named appropriately "the Desert" by early explorers.

A wide tract of sandy flats covered at high water extends from the river mouth to the north and westward.

A branch, leaving the main river 8½ miles from its mouth, falls into Frederick Sound in latitude 56° 48' N.

The remarkable glaciers found on the right bank of the river may be incidentally referred to here. They are seven in number, the first  $11\frac{1}{2}$ , and the last 95 miles from the river mouth.

The most interesting is the Great Glacier opposite the Ice Mountain Hotel, 36 or 37 miles from the coast. It extends along the river  $3\frac{1}{2}$  miles. Its surface slopes gently to the river, and though apparently even, is gashed by numerous deep crevices. It presents to the east fronting the river nearly along its whole length, a rough perpendicular face 380 feet high.

The source of this glacier is unknown, but it is said to have been traced to the northward for 80 miles, and seems to lie along the shaded eastern flanks of the Coast Mountains.

Considering the narrow limits within which the operations of the survey were necessarily confined, it is evident that, to have determined a point on this boundary, stretching, as it does, along the summit of a rough mountain range, whose position and features are little known, was a work not free from difficulty.

It is, however, confidently believed that should a more extended examination at any future time be made, the following results will be deemed satisfactory:—

1. Having identified Rothesay Point, on the coast at the delta of the Stackine River, a monument was erected thereon, from which the survey of the river was commenced, and from which was estimated the ten marine leagues referred to in the convention. This monument consists of an earth pyramid, ten feet wide at the base, and six feet high, with a post in the centre, eight feet high and twelve inches square, upon which was written: "Stackine River Boundary Survey. Initial point lat.  $56^{\circ} 34' 10''$  N.; long.  $132^{\circ} 29' W.$ , 1877."

2. A survey was made of the river for 53.99 miles up, which enabled me to mark a point on the left bank thereof, ten marine leagues from the coast. The angles were taken with a transit, the bearings checked by true azimuths, and the measurements effected by chaining.

To mark the point ten marine leagues from the coast, a cottonwood tree was cut off nine feet from the ground, and squared for three feet to a size of fourteen inches, around which a protective cribbing of logs was built.

On the west face of this post or stump, fronting the river was written the following:—

"Ten marine leagues (or 182,595 feet) at right angles, or  $N. 58^{\circ} E.$  astronomical from a line bearing  $N. 32^{\circ} W.$  astronomical, and passing through a monument on Rothesay Point, mouth of river,  $N. 32^{\circ} W.$  astronomical, being the general bearing of the coast line, 20th April, 1877."

The following bearing trees were observed and marked:—

A Cottonwood	18 inches in diameter,	$45^{\circ} S., 28^{\circ} W.$
do	20	" $35^{\circ} N., 17^{\circ} W.$
do	14	" $37^{\circ} N., 4^{\circ} E.$

The point thus fixed is on a cottonwood flat, on the east bank, 20 feet above the level of the river, and 35 feet east of high water mark.

3. In surveying the river, all the features on it of consequence were noted. The exact position of the Canadian Custom House and other buildings have been laid down on the plan herewith submitted. The position and height of several of the highest mountains were determined by triangulation and sextant altitudes.

4. My attention has been given to a tracing made by His Honor Chief Justice Begbie, on which is a red dotted line, believed to have been laid down by the Chief Justice to mark the intersection of the Stackine Valley by a line connecting the nearest peaks on either side of the Coast range of mountains.

5. I have verified this sketch and represented on the plan by a blue broken dotted line, the approximate position of the red dotted line on the sketch of the Chief Justice

The crossing of the river (which occurs within ten marine leagues of the coast) by a line, in the words of the Treaty "following the summit of the mountains parallel to the coast" is shown on the plan by a red broken dotted line.

# PLAN OF THE STACHINE (OR STICKEEN) RIVER

Scale 8000 feet = 1 inch

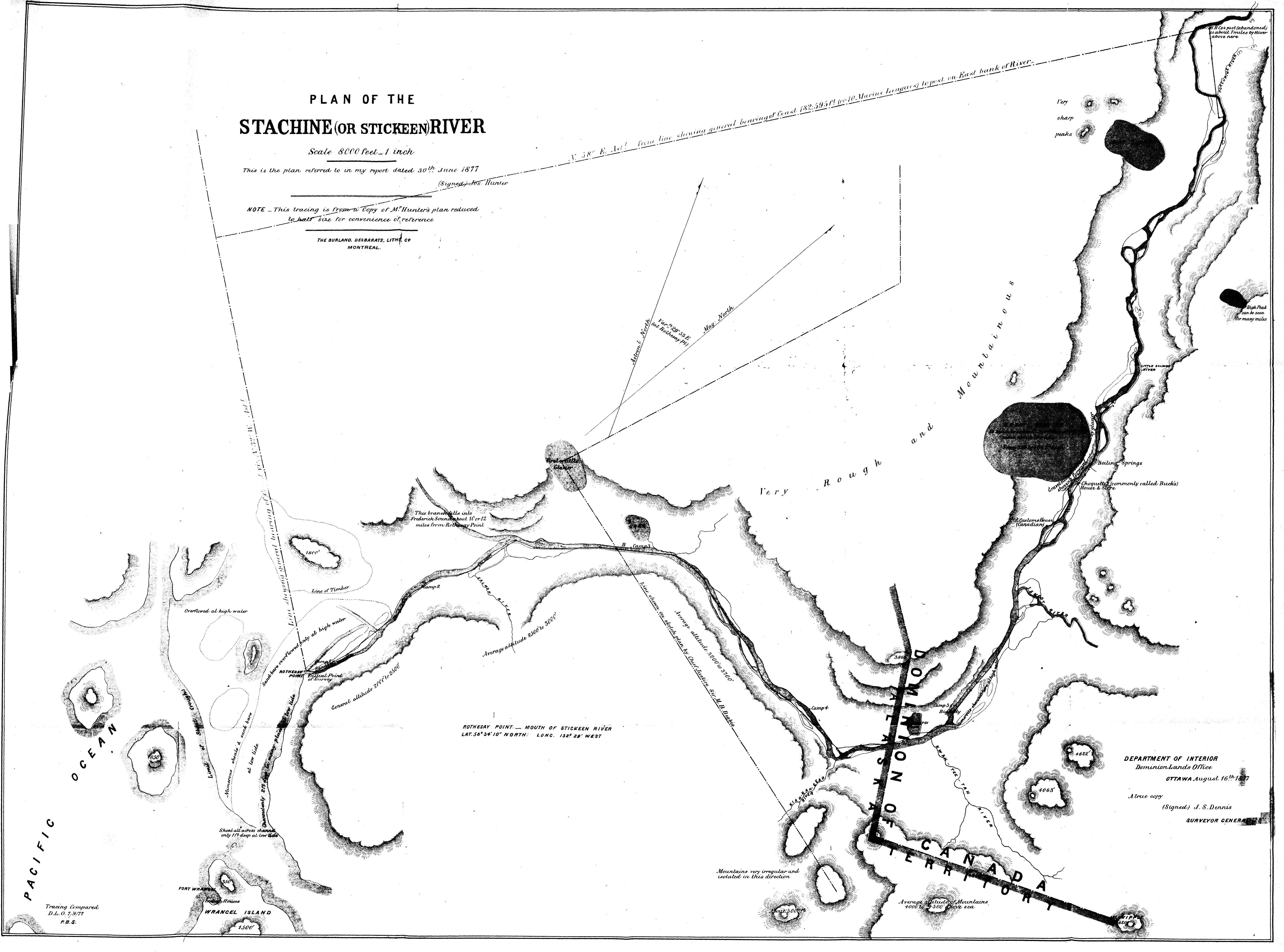
This is the plan referred to in my report dated 30<sup>th</sup> June 1877

(Signed) J. S. Hunter

NOTE - This tracing is from a copy of M. Hunter's plan reduced to half size for convenience of reference

THE BURLAND, DESBARATS, LITHO. CO  
MONTREAL.

Dotted line showing general bearing of Coast 182° 59' 51" (or 10 Marine Leagues) to post on East bank of River.  
1° 58' E. As 1/2



ROTHESAY POINT - MOUTH OF STICKEEN RIVER  
LAT. 56° 54' 10" NORTH: LONG. 132° 29' WEST

DEPARTMENT OF INTERIOR  
Dominion Lands Office  
OTTAWA August 16<sup>th</sup> 1877

A true copy  
(Signed) J. S. Dennis  
SURVEYOR GENERAL

Tracing Compared  
D.L.O. 7/9/77  
P.B.S.



6. This line crosses the centre of the Stackine at a point in lat.  $56^{\circ} 38' 17''$  N., and long.  $131^{\circ} 58' 14''$  W. distant from the monument on Rothesay Point by the river 24.74 miles, and from the coast line in a direction at right angles thereto 12.13 miles.

Ten miles S.  $73^{\circ} 45'$  E. from this crossing is situated Mount Whipple, the highest summit visible from the vicinity of the river. Its altitude is 6,200 feet above the level of the sea.

From Mount Whipple the summit line runs S.  $88^{\circ}$  W., connecting two high mountains, the altitudes of which above the sea are 5,000 and 4,500 feet.

From the last of these mountains the line crosses the river on a bearing of N.  $8^{\circ} 50'$  W. to a mountain 3,863 feet high on the right bank, and thence the summit, as seen from the top of a high mountain opposite the mouth of Iskoot River, seems to run in a direction parallel to the coast.

The line thus established along the general summit of the mountains parallel to the coast is marked on each side of the river by a post 18in. x 14in. and 9ft. long. These posts, 4,329 feet apart, are sunk in the ground  $4\frac{1}{2}$ ft. and protected by cribbing of logs 9ft. square and 6ft. high.

Bearing trees were observed and marked as follows:—

To the post on north or right branch of river, 30 feet north from high water mark :

A spruce,	2 feet	in diameter,	115'	S. $85^{\circ}$	E.
“	3	“	“	100'	S. $54^{\circ}$
“	2	“	“	70'	S. $2^{\circ}$

To the post on south or left hand, 20 feet south from high water mark :

A cottonwood,	30 inches	in diameter,	15'	N. $30^{\circ}$	W.
A spruce,	14	“	“	40'	N. $72^{\circ}$
“	12	“	“	41'	S. $50^{\circ}$

The line was produced from the north boundary post to the base of the high ground on the north side of the valley, a distance of 2,900 feet, where a spruce line tree, 16 inches diameter, was blazed and marked, and from which the following bearing trees were taken:—

A spruce,	10 inches	in diameter,	32'	N. $80^{\circ}$	W.
“	10	“	“	11'	N. $45^{\circ}$
A hemlock,	12	“	“	35'	N. $30^{\circ}$

7. The general bearing of the coast has been taken as N.  $32^{\circ}$  W. or S.  $32^{\circ}$  E. (true) and the ten marine leagues have been estimated at right angles thereto, or N.  $58^{\circ}$  E.

8. I was fortunate in procuring the professional assistance of Mr. W. W. Russell who has contributed largely to the results above stated.

I have the honor to be, Sir,

Your obedient servant,

(Signed) JOS. HUNTER.

J. S. DENNIS, Esq.,  
Surveyor General, Ottawa, Canada.

VICTORIA, B.C., June—, 1877.

SIR,—I have the honor to acknowledge receipt of your instructions (No. 6064) dated 3rd March last, directing me to mark on the map of the Stackine River, to be returned with my report, the place where the assault was committed in September last by Peter Martin, on the policeman Frank Beegan, and setting forth generally the circumstances of the case.

The point marked “B” on the tracing herewith submitted was pointed out to me by Frank Beegan above named, who formed one of my party on the survey of

the Stackine River, as being very near the place where the assault referred to was committed.

The precise spot where the assault took place could not be identified, as some of the trees in the locality had been cut down subsequent to September last, and as the ground at the time of the survey was covered with snow, the spot (B) pointed out by Beegan, if not correct, is believed to be within one hundred yards of the actual spot where the assault was committed.

This point (B) is thirteen miles from the mouth of the Stackine, and eight and a half miles within the United States territory of Alaska, as defined by the boundary line as shown on the tracing above referred to.

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

(Signed) JCS. HUNTER.

J. S. DENNIS, Esq.,  
Surveyor General,  
Ottawa, Canada.

*The Earl of Carnarvon to the Earl of Dufferin.*

DOWNING STREET, 16th August, 1877.

MY LORD,—With reference to my despatch of the 21st of March, and to previous correspondence on the same subject, I have now the honor to communicate to you the views of Her Majesty's Government, adopted after consultation with the Law Officers of the Crown, in reference to the case of Peter Martin, for whose release an application has been made by the Government of the United States.

Her Majesty's Government are advised that the demand of the United States for the release of Peter Martin cannot properly be rejected.

In communicating with the United States authorities, it should be stated, that Peter Martin is surrendered on the ground that he was a prisoner conveyed through United States territory.

The unauthorized conveyance of a prisoner through the territories of a foreign power is an infraction of the rights of sovereignty of such power, and entitles that power to demand the liberation of the prisoner, even after he has left those territories in which he was detained, and from which he has been taken without the authority and in violation of the law of the country.

This right to demand the liberation of a prisoner conveyed, without authority, through the territory of a foreign power is not affected by the question whether the prisoner is, or is not, a subject of the foreign power.

Being of opinion that the rights of free navigation now depend upon the 26th Article of the Treaty of Washington, which expressly states the navigation to be open for the purposes of commerce, Her Majesty's Government are of opinion that a prisoner cannot lawfully be conveyed through Alaska by the Stickeen River.

It will be well, therefore, that the Canadian Government should take early steps for the liberation of Peter Martin.

I have, &c.,

(Signed) CARNARVON.

Governor General the Right Honorable  
The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.,  
&c., &c., &c.



(No. 26)

*The Deputy Governor to Her Majesty's Chargé d'Affaires.*

OTTAWA, 20th September, 1877.

SIR,—With reference to previous correspondence regarding the case of Peter Martin, I have the honor to transmit herewith, for such action as you may think fit, a copy of a Minute of Council which will inform you that the Canadian Government intend to set that prisoner at liberty.

A copy of this minute has been forwarded to the Secretary of State for the Colonies.

I have &amp;c.,

(Signed) W. B. RICHARDS,  
*Deputy Governor.*

The Honorable F. R. PLUNKETT,  
Her Majesty's Chargé d'Affaires,  
Washington.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Honor the Deputy of His Excellency the Governor General in Council on the 19th September, 1877.

The Committee of the Privy Council have had under consideration the despatch<sup>h</sup> from the Right Honorable Her Majesty's Secretary of State for the Colonies, of the 16th August, 1877, having reference to the case of Peter Martin.

They have also had before them, the report (hereunto annexed) of the Hon. the Minister of Justice, to whom the said despatch was referred, and they respectfully report their concurrence in the views and recommendations therein contained, and advise that a copy thereof and of this minute be transmitted to Her Majesty's Government as well as to the Lieutenant Governor of British Columbia, for his confidential information.

Certified.

(Signed) W. A. HIMSWORTH.  
*Clerk, Privy Council.*

DEPARTMENT OF JUSTICE,

OTTAWA, 19th September, 1877.

Upon the despatch of the Secretary of State for the Colonies of the 16th August last, with reference to the case of Peter Martin, I beg to report:

One of the questions involved in the disposition of this case is whether there exists, since the date of the Treaty of Washington, a right on the part of Britain to transport criminals *via* the Stickeen River.

The report of my predecessor of the 5th February, 1877, transmitted to the Colonial Secretary as expressive of the views of the Canadian Government deals fully with the whole case.

The despatch now under report communicates the views of Her Majesty's Government adopted after consultation with the Law Officers of the Crown on the case. In this despatch the rights of Great Britain to the navigation of the Stickeen are thus stated:—

"In regard to the rights of Great Britain to the navigation of the Stickeen, Her Majesty's Government are of opinion that by clause 6 of the Treaty of the 30th of March, 1867, between Russia and the United States, which declared the cession of the territory and Dominion to be free and unincumbered by any reservation, &c., Russia did virtually revoke the permission she had granted to Great Britain by the Convention of 1825, in regard to the free and unrestricted navigation of the Rivers flowing through that territory to the sea; and although Russia could not voluntarily,

“and without the consent of Great Britain, withdraw the right conferred by that Convention, that right, whatever may have been the nature of it, has been lost by the negotiation which led to the Treaty of Washington and by that Treaty itself.

“Fairly construed the stipulations contained in the 26th clause of the Treaty of Washington give new rights, and amount to that extent and in that sense to an admission that any former rights were abrogated.

“Even if the rights of free navigation under the Convention of 1825 still existed, it would be a matter of doubt whether the conveying a prisoner through American waters would be within the terms of the Convention.

“Being therefore of opinion that the rights of free navigation now depend upon the 26th Article of the Treaty of Washington, which expressly states the navigation to be open for the purposes of commerce, Her Majesty's Government are of opinion that a prisoner cannot lawfully be conveyed through Alaska by the Stickeen River.”

The Colonial Secretary states that Her Majesty's Government are of opinion that the demand of the United States for the release of Martin cannot properly be rejected, and that it will be well that early steps should be taken for his liberation.

“However difficult it might be to protract the controversy after the announcement that Her Majesty's Government (through which our relations with foreign powers are arranged) has, after consideration of our views, reached the painful conclusion that our rights existing at the time of the Treaty of Washington have been lost through that Treaty, I should feel great hesitation in recommending the adoption without further discussion of any course which should finally settle the general question adversely to us.

But the report of the exploratory survey of Mr. Joseph Hunter, recently made under instructions from this Government, renders it tolerably plain that the affair on the river bank took place within the United States territory.

If this be so, there was probably a violation of the sovereignty of the United States which renders it proper that the demand of that power for the liberation of Martin should be granted even as to the sentence awarded at Laketown.

As to the sentence awarded at Victoria, the same result would follow, even independently of the view taken by my predecessor (in which I concur) that this conviction is not sustainable.

Upon the whole, therefore, I advise that the remainder of the Laketown sentence and the whole of the Victoria sentence awarded against Peter Martin be remitted, and that he be discharged from custody.

I recommend, however, that, in communicating the result to Her Majesty's Minister at Washington for the information of the Government of the United States, it be stated that the ground of the action is that after enquiry it appears that Martin was a prisoner conveyed through United States territory, without stating whether the territory referred to is the river or the shore, so that the very important general questions involved may be left as far as possible still at large.

Having regard to the despatches of the Lieutenant Governor of British Columbia, both on the special case and on the importance of transporting prisoners *via* the Stickeen, I recommend that a copy of this report, if approved, be transmitted to the Lieutenant Governor for the confidential information of his Government, and that his attention be called to the necessity in the present position of the question of discontinuing the transport of prisoners by that route.

(Signed) R. LAFLAMME.

*The Deputy Governor to the Earl of Carnarvon.*

OTTAWA, 20th September, 1877.

MY LORD,—With reference to previous correspondence, relating to the case of Peter Martin, I have the honour to transmit, herewith, a copy of a minute of Council from which your Lordship will learn that the Canadian Government intend to set

that prisoner at liberty, in accordance with the suggestion contained in Your Lordship's despatch of the 16th ultimo.

I have communicated a copy of this minute of Council to the British Chargé d'Affaires at Washington.

I have, &c.,

(Signed) W. B. RICHARDS.

The Right Honorable  
The Earl of CARNARVON,  
&c., &c., &c.

(No. 279.)

DOWNING STREET, 20th September, 1877.

MY LORD,—I have the honor to acknowledge the receipt of the Deputy Governor's despatch, No. 45, of the 31st August, enclosing, with other papers, a copy of a report by Mr. Joseph Hunter, C.E., giving the result of the survey of part of the Stickeen River, which he made under instructions from your Government, with the view of shewing with approximate accuracy the point where the boundary between Alaska and the British Possessions crosses the river.

I have, &c.,

(Signed) CARNARVON.

Governor General  
The Earl of DUFFERIN,  
&c., &c., &c.

*The Honorable F. R. Plunkett to the Honorable W. B. Richards.*

(No. 75.)

WASHINGTON, 10th October, 1877.

SIR,—I have the honor to inclose, herewith, a copy of the note which I have received from the Secretary of State, in reply to my announcement that the Canadian Government had decided on setting Peter Martin at liberty.

You will perceive that Mr. Evarts informs me that this action is very gratifying to the Government of the United States.

I have, &c., &c.,

(Signed) F. R. PLUNKETT.

The Honorable  
WILLIAM B. RICHARDS,  
&c., &c., &c.

*Mr. Evarts to Mr. Plunkett.*

DEPARTMENT OF STATE,  
WASHINGTON, 9th October, 1877.

SIR,—I have the honor to acknowledge the receipt of your note of the 25th ulto., informing me that the Dominion Government has concluded the enquiry into the circumstances of the case of Peter Martin, and has decided upon setting him at liberty without delay, and in reply, to state that this action on the part of the British authorities in Canada is very gratifying to this Government.

I have, &c., &c.,

(Signed) W. M. EVARTS.

The Honorable F. R. PLUNKETT,  
&c., &c., &c.

*Mr. Plunkett to the Deputy Governor.*

(No. 73.)

WASHINGTON, 9th October, 1877.

SIR,—With reference to your despatch, No. 17, of the 31st August, and to previous correspondence respecting the unsettled line of frontier between British Columbia and Alaska, I have the honor to enclose herewith, for your information, copy of a note which I addressed to the Secretary of State on the 1st inst., again calling his attention, in view of the approaching meeting of Congress, to the necessity of some measures being taken for the settlement of this important question.

I have not as yet received any reply to my communication.

In the course of the summer I have several times spoken, both to Mr. Evarts and Mr. Seward, about this matter. I regret, however, to say that while always acknowledging its great importance, these gentlemen never held out much hope that Congress could be induced to appropriate any considerable sum of money to a question which, after all, was not of immediate importance, when they had so many other urgent claims upon their resources. This reasoning I had always answered by urging that it is much easier to settle a question before it grows to be important, and while no excitement about it is felt upon by either side; the United States Government therefore ought to see the wisdom of at once coming to some arrangement with Great Britain, and if they cannot obtain money sufficient for a full survey, they should at least accept our proposal to fix certain spots where the Rivers pass out of British into American territory.

Mr. Seward in my last interview, promised he would see whether anything can be done this Session to meet the wishes of Her Majesty's Government in this respect.

I have, &c.,

(Signed) F. R. PLUNKETT.

The Honorable W. B. RICHARDS,  
Deputy Governor.

*Mr. Plunkett to Mr. Evarts.*

WASHINGTON, 1st October, 1877.

SIR,—As we are now approaching the date when Congress will be again assembled in this city, I venture to call your attention to the subject of the unsatisfactory state of uncertainty which exists, as to the exact boundary between the territory of Alaska and the adjacent British possessions.

You are aware that Her Majesty's Government have, on several occasions, called the attention of the late Administration to this matter, and both Sir Edward Thornton and I have repeatedly urged, verbally, upon you and Mr. Seward, the importance of at once endeavoring to come to some understanding upon a question which, if left unsettled, may become more complicated as the country thereabouts becomes more thickly inhabited.

Sir Edward Thornton, in his note to Mr. Fish of the 15th of last January, acting on instructions received from the Earl of Derby, urged the United States Government to unite in a Joint Commission to determine where the boundary intersects the Stickeen River, and also such other points on the frontier as might be considered advisable; and he, furthermore, suggested that if there were reasons which prevented the United States Government from taking steps for settling the boundary line, some *modus vivendi*, at least, should be agreed upon by which no fresh claim, injurious to either party, could be raised or strengthened.

To that note Mr. Fish replied, on the 20th of the same month, that the attention of Congress had been requested to the subject.

Congress, however, separated without any action having been taken, and I, therefore, have the honor again to bring the matter to the notice of the United States Government, and to express the hope that steps may, if possible, be taken for calling the attention of Congress to this important question.

I have, &c.,

(Signed) F. R. PLUNKETT.

The Honorable W. M. EVARTS,  
&c., &c., &c.

*Mr. Plunkett to the Deputy Governor.*

(No. 76.)

WASHINGTON, 11th October, 1877.

SIR,—With reference to my despatch No. 73, of the 9th instant, I have the honor to enclose a copy of a note which I have received from the Secretary of State of the United States, acknowledging the receipt of my note of the 1st instant, from which you will perceive that Mr. Evarts states that the question of determining the boundary between Alaska and the adjacent British possessions will again be brought to the attention of Congress, upon the re-assembling of that body.

I have, &c.,

(Signed) F. R. PLUNKETT.

The Honorable W. B. RICHARDS,  
Deputy Governor.

*Mr. Evarts to Mr. Plunkett.*

DEPARTMENT OF STATE,

WASHINGTON, 10th October, 1877.

SIR,—I have the honor to acknowledge the receipt of your note of the 1st inst., relative to the determination of a boundary between Alaska and the adjacent British possessions, and to inform you in reply that the subject will again be brought to the attention of Congress, upon the re-assembling of that body.

I have, &c.,

(Signed) WM. M. EVARTS.

The Honorable F. R. PLUNKETT,  
&c., &c., &c.

*The Earl of Carnarvon to the Earl of Dufferin.*

(Canada—No. 314.)

DOWNING STREET, 9th November, 1877.

My LORD,—With reference to my despatches, noted on the margin, I have the honor to transmit to your Lordship, for your information, and for that of your Ministers, a copy of a despatch received through the Foreign Office from Her Majesty's Chargé d'Affaires at Washington, enclosing copies of a note addressed by him to the United States Secretary of State, and Mr. Evarts reply respecting the importance which Her Majesty's Government attach to measures being taken for some settlement of the boundary line between Alaska and British Columbia.

I have, &c.,

(Signed) CARNARVON.

Governor General

The Right Honorable

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.

*Hon. F. Plunkett to the Earl of Derby.*

(No. 311.)

WASHINGTON, 16th October, 1877.

MY LORD,—With reference to Sir Edward Thornton's despatch, No. 93, of the 26th of March, I have the honor to inform your Lordship that I have not failed at various times during the past summer to remind the State Department of the great importance which Her Majesty's Government attach to measures being taken for some settlement of the boundary line between British Columbia and Alaska.

As the time for summoning the extra session approached, I reverted more frequently to the subject in my conversations with Mr. Seward, and I also addressed to Mr. Evarts a note, copy of which is herewith enclosed.

Your Lordship will see from the accompanying copy of the note which I received in reply from Mr. Evarts, that this subject will again be brought to the attention of Congress upon the re-assembly of that body.

I have, &c.,

(Signed) F. R. PLUNKETT.

The Earl of DERBY.

*The Earl of Dufferin to the Earl of Carnarvon.*

(No. 245.)

OTTAWA, 6th December, 1877.

MY LORD,—With reference to previous correspondence relating to the importance of determining the boundary line between British Columbia and Alaska, I have the honor to transmit herewith to your Lordship a copy of a minute of the Privy Council of Canada, from which your Lordship will observe that my Ministers do not regard as pressing the necessity of settling any of the points of the boundary between these territories except at the crossing of the Stickeen River.

Papers showing the result of the survey by Mr. Hunter, to which allusion is made in the including paragraph of this Minute of Council, were communicated to your Lordship in a despatch from the Deputy Governor No. 45, of the 31st of August last.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable

The Earl of Carnarvon,

&c., &c., &c.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 6th December, 1877.*

The Committee of Council have had under consideration the despatch, No. 314, of 9th November, 1877, from the Right Honorable the Secretary of State for the Colonies, transmitting a copy of a despatch received through the Foreign Office from Her Majesty's Charge d'Affaires at Washington, enclosing copies of a note addressed by him to the United States Secretary of State, and of Mr. Evarts' reply, respecting the importance which Her Majesty's Government attach to measures being taken for some settlement of the boundary line between Alaska and British Columbia.

The Honorable the Minister of Public Works, to whom said despatch with enclosure was referred, submits in a report, dated 3rd December, 1877, the following remarks for the consideration of Council.

In a report to Council dated 21st November, 1876, a narrative was given of the steps taken at various times by the Government of the Dominion and the Imperial Government, from September 20th to that time. Attention was also drawn to

instructions given to local revenue officers in Alaska by the Secretary of the Treasury at Washington "which, if carried out, would seriously complicate existing arrangements, and defeat the expectation of an early settlement."

The instructions in question were, in fact, directions to the United States Customs officers to assume that to be Alaska territory which had hitherto been tacitly assumed to be Canadian soil, and which the Canadian Government believed they could prove to be so, in accordance with the Russian Treaty of 1825.

The Canadian Government protested against the proposed action of the United States Government, and insisted that the rights of British subjects as they then existed should be maintained pending a determination of the boundary line by the joint authority of the two nations.

The report (and Minute of Council based on the same) of the Minister of Public Works referred to, recommended, finally, "that Her Majesty's Government should again request the United States Government to join in a Joint Commission to determine on the point where the boundary line intersects the Stickeen River and such other points of those mentioned by Mr. Fish in his communication to Sir Edward Thornton, of February, 1873, as may be considered advisable; and that in the meantime the *status quo* should be maintained.

The points indicated by Mr. Fish were the head of the Portland Canal, the Rivers Iskoot, Stickeen, Taku, Isalcat and Chelkalit, Mount Elias, and the point where the 141st degree of west longitude crosses the Rivers Yukon and Porcupine.

The Minister advises that Her Majesty's Imperial Government be informed that there seems to be no pressing necessity for determining the exact boundary line at any points named by Mr. Fish, except the crossing of the Stickeen River, as that river is the highway to some important mining districts in British Columbia.

He also calls attention to the survey made of this river and the coast range of hills from Portland Channel to the Stickeen by J. Hunter, C.E., during the past season, which establishes conclusively that the point hitherto assumed to be about the boundary line on the Stickeen River is much further from the sea than the true boundary. Copies of Mr. Hunter's Report, with a map, have been transmitted to the British Minister at Washington, and to the Secretary of State.

The Committee recommend that a copy of this Minute be transmitted to the Secretary of State for the Colonies, and to the British Minister at Washington.

Certified.

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

(No. 81)

*The Earl of Dufferin to Sir E. Thornton..*

OTTAWA, 7th December, 1877.

SIR,—With reference to previous correspondence on the subject of the determination of the boundary between Alaska and British Columbia, I have the honor to transmit, herewith, a copy of a Minute of Council from which you will perceive that my Ministers do not regard as pressing the necessity of exactly marking the boundary at any points, except at the crossing of the Stickeen River.

I have transmitted a copy of the minute to the Secretary of State for the Colonies.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 89.)

WASHINGTON, 13th December, 1877.

MY LORD,—In consequence of the receipt yesterday of Your Excellency's despatch, No. 81, of the 7th instant, I called to-day at the State Department for the purpose of urging upon Mr. Evarts the expediency of taking early measures for deciding upon the boundary between the Dominion of Canada and the United States Territory of Alaska. Not finding him, however, I spoke to Mr. Seward on the subject, and suggested that if Congress could not be induced to grant a sum of money to lay down the whole boundary, or even the points formerly indicated by Mr. Fish, at least the boundary point upon each bank of the Stickeen might be decided upon, with, perhaps, a few miles into the interior from each of those points.

Mr. Seward then asked me whether, perhaps, an arrangement could not be made to send an engineer officer on each side to the Stickeen, who should agree, to the best of their ability, to the boundary points on that river, on the understanding that their decision should not be final but should be recognized by both Governments until a regular commission could be appointed, which would definitely lay down the boundary.

I replied that I would consult Your Excellency unofficially with regard to this suggestion, and I should, therefore, feel obliged if you would obtain the opinion of your Government as to the expediency of an arrangement of this temporary character.

I have, &c.,

(Signed) EDWARD THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P.  
&c., &c. &c.

*The Earl of Dufferin to Sir E. Thornton.*

(No. 83.)

OTTAWA, 24th December, 1877.

SIR,—With reference to your despatch, No. 89, of the 13th instant, I have the honor to enclose herewith a copy of a Minute of Council dealing with the suggestion of Mr. Seward that the Canadian Government and the Government of the United States should agree severally to send an engineer officer to determine provisionally the points of the boundary line of Alaska upon the Stickeen River.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.  
&c., &c. &c.

P.S.—I am transmitting a copy of this minute to the Secretary of State for the Colonies.

*COPY of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st December, 1877.*

The Committee of Council have had before them a report from the Honorable the Minister of Public Works, stating that he has considered the suggestions contained in Sir Edward Thornton's despatch, No. 89, of the 13th December, 1877, respecting the determination of the Alaska boundary.



The British Minister reports that he called at the State Department for the purpose of urging upon Mr. Evarts the expediency of taking early measures for deciding the question, but "not finding him" spoke to "Mr. Seward upon the subject and suggested that, if Congress could not be induced to grant a sum of money sufficient to lay down the whole boundary or even the points formerly indicated by Mr. Fish, at least the boundary point upon each bank of the Stickeen might be decided upon, with, perhaps, a few miles into the interior from each of these points.

"Mr. Seward then asked me whether, perhaps, an arrangement could not be made to send an engineer officer on each side to the Stickeen, who should agree, to the best of their ability, to the boundary points on that river, on the understanding that their decision should not be final, but should be recognized by both Governments until a regular commission could be appointed, which would definitely lay down the boundary."

The Minister of Public Works recommends that Your Excellency be requested to inform Sir Edward Thornton that the Canadian Government have already sent an able engineer officer. That copies of the official report with map have been sent to the British Legation, and for the Department of State at Washington.

That it would appear reasonable to expect that the United States Government should accept the boundary line so ascertained until the exact line can be regularly determined.

The Minister of Public Works further recommends that the British Minister should be requested to make this proposal to the United States Government, as such a course would save all expenditure at present, but to intimate, if this should not be acceptable, that the Canadian Government will be prepared to accept the suggestion to appoint an officer in conjunction with a similar appointment, on the part of the United States, to report on a conventional line which should be considered the boundary until regularly determined otherwise.

The Committee concur in the foregoing recommendations of the Minister of Public Works, and submit the same for Your Excellency's approval.

Certified,

(Signed) W. A. HIMSWORTH,  
Clerk, Privy Council.

*The Earl of Dufferin to the Earl of Carnarvon.*

(No. 255.)

OTTAWA, 24th December, 1877.

MY LORD,—With reference to previous correspondence on the subject of the unsettled boundary between Alaska and British Columbia, I have the honor to enclose herewith, to Your Lordship, copies of three despatches from the British Legation at Washington.

I transmit, further, a copy of the Minute of a Privy Council of Canada, dealing with the suggestion of Mr. Seward, as reported in the last named despatch, that the Governments of Canada and of the United States might agree to send Engineer officers who should, in concert, determine provisionally the points of boundary line upon the Stickeen River.

Your Lordship will observe that my Government are of opinion that the provisional survey of these points already made by an Engineer officer, under their direction, shall be accepted by the Government of the United States; and Your Lordship will find the report of this survey enclosed in the Deputy Governor's despatch No. 45, of the 31st August, last.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
The Earl of CARNARVON,  
&c., &c., &c.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 11.)

WASHINGTON, 21st February, 1878.

MY LORD,—With reference to Your Excellency's despatch No. 3, of the 12th ultimo, I have the honor to enclose copy of a note which I addressed to Mr. Evarts, on the 19th ultimo, relative to the boundary points on the River Stickeen, between the Dominion of Canada and the Territory of Alaska.

I have now received an answer from Mr. Evarts upon this subject, copy of which is also enclosed, and shall feel obliged if Your Excellency will inform me whether your Government will agree to the conditions proposed by the Government of the United States, on its acceptance of the suggestion contained in Your Excellency's above-mentioned despatch, that the boundary line across the River Stickeen, as laid down by Mr. Hunter, should be provisionally adopted.

I have, &c.,

(Signed) EDWARD THORNTON.

His Excellency

The Earl of DUFFERIN, K.P.,

&c., &c., &c.

*Sir E. Thornton to Mr. Evarts.*

WASHINGTON, 19th January, 1878.

SIR,—On the 7th ultimo, I called at the Department of State for the purpose of again submitting to you the expediency of taking some steps with a view to laying down the boundary between Alaska and British Columbia. Not finding you on that day, I had a conversation upon the subject with Mr. Seward. I urged that, at least, the boundary point on each bank of the Stickeen River might be laid down, with, perhaps, a few miles into the interior from each of those points. Mr. Seward then suggested that, perhaps, an arrangement might be made to send to the Stickeen River an Engineer Officer from each country, and that these officers should agree, to the best of their ability, upon the boundary points on that river, on the understanding that their decision should not be final, but should be recognized by both Governments until a regular Commission could be appointed which would definitively lay down the boundary.

Mr. Seward will, doubtless, have communicated to you the suggestion which he made to me on that occasion, and which I subsequently transmitted to the Governor General of Canada.

In reply, His Excellency has informed me that in March last the Canadian Government instructed an able engineer officer, Mr. Joseph Hunter, to execute a survey of a portion of the Stickeen River, for the purpose of defining the boundary line where it crosses that river, between the Dominion of Canada and the territory of Alaska.

These instructions were carried out, and I have now to transmit herewith a copy of Mr. Hunter's report, accompanied by a map, showing the points where the boundary line crosses the river.

Lord Dufferin has directed me to enquire whether the Government of the United States would be disposed to accept the boundary line so ascertained, until the exact line can be regularly determined, as such a course would save all expenditure for the present.

If, however, this proposal should not be acceptable, the Canadian Government would be prepared to accept the suggestion made by Mr. Seward, that an officer should be appointed in conjunction with a similar appointment on the part of the United States, to report on a conventional line which should be considered the boundary until regularly determined otherwise.

I shall feel much obliged if you will do me the honor of informing me of the views of your Government upon this subject.

I have, &c.,

(Signed) EDWARD THORNTON,

The Honorable  
W. M. EVARTS.

*Mr. Evarts to Sir E. Thornton.*

DEPARTMENT OF STATE,  
20th February, 1878.

SIR,—Referring to your communication of the 19th of January last, and to my reply of the 24th of that month, in regard to the boundary between Alaska and British Columbia, I have now the honor to inform you that this Government has no objection to the temporary arrangement thus indicated, provided it be thus understood, on the part of both Governments that it is not to be construed as affecting, in any manner, the rights under the treaty to be determined whenever a joint survey shall be made, whether by a formal commission or by officers detailed for the purpose of establishing a point, as recently suggested.

I have, &c.

(Signed) WM. M. EVARTS.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*The Earl of Dufferin to Sir E. Thornton.*

OTTAWA, 2nd March, 1878.

(No. 14.)  
SIR,—With reference to your despatch, No. 11, of the 21st ultimo, I have the honor to enclose herewith a copy of a Minute of the Privy Council of Canada expressing the assent of my Government to the understanding that the provisional arrangement in regard to the Alaska boundary shall not be held to affect the treaty rights of either party.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*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 February, 1878.*

The Committee of Council have had under consideration the despatch of 21st February, 1878, of the British Minister at Washington to Your Excellency, having reference to the Alaska boundary.

Sir Edward Thornton reports in this despatch that, having submitted the proposition of the Canadian Government to Mr. Evarts, namely, that both Governments should accept, *pro tempore*, the line reported by Mr. Hunter, Civil Engineer, on both banks of the Stickeen River. Mr. Evarts, in a letter dated February 20th, says that the United States Government "has no objection to the temporary arrangement thus indicated, provided it be distinctly understood, on the part of both Governments, that it is not to be construed as affecting, in any manner, the rights under the treaty

to be determined whenever a joint survey shall be made, whether by a formal commission, or by officers detailed for the purpose of establishing a point as recently suggested."

The Honorable the Minister of Public Works, to whom said despatch has been referred, recommends that Sir Edward Thornton be informed that the Canadian Government concur in the proposition as agreed to by Mr. Evarts, and that he be requested to communicate the same to the Government of the United States.

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

Certified.

(Signed)

W. A. HIMSWORTH,

*Clerk, Privy Council.*

OTTAWA, 28th February, 1878.

*Memorandum.*

The undersigned has had under consideration the despatch of February 21st, of the British Minister at Washington to His Excellency the Governor General, respecting the Alaska boundary.

Sir Edward Thornton reports in this despatch, having submitted the proposition to the Canadian Government and Mr. Evarts, namely, that both Governments should accept, *pro tempore*, the line reported by Mr. Hunter, Civil Engineer, on both banks of the Stickeen River.

Mr. Evarts, in a letter dated February 20th, says that the United States Government "has no objection to the temporary arrangement thus indicated, provided it be distinctly understood, on the part of both Governments, that it is not to be construed as affecting, in any manner the rights under the Treaty to be determined whenever a joint survey shall be made, whether by a formal Commission, or by officers detailed for the purpose of establishing a point as recently suggested."

The undersigned recommends that Sir Edward Thornton be informed that the Canadian Government concur in the proposition as agreed to by Mr. Evarts, and that he be requested to communicate the same to the United States Government.

Respectfully submitted,

(Signed)

A. MACKENZIE,

*Minister of Public Works.*

*The Earl of Dufferin to Sir M. E. Hicks Beach.*

(No. 53.)

OTTAWA, 5th March, 1878.

SIR,—In continuation of my despatch, No. 225, of the 24th December last, to the Earl of Carnarvon on the subject of the boundary of Alaska, I have the honor to enclose herewith copies of further correspondence between this Government and Her Majesty's Minister at Washington, from which you will perceive that an agreement has been come to with the Government of the United States that the survey of the boundary line on the Stickeen River lately made by an Engineer of the Canadian Government, shall be accepted provisionally with the understanding that the Treaty rights of each party remain unaffected by this arrangement.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir M. E. HICKS BEACH, Bart.,  
&c., &c., &c.

*Sir M. E. Hicks Beach to the Earl of Dufferin.*

(Canada—No. 33.)

DOWNING STREET, 7th March, 1878.

MY LORD,—I have the honor to acknowledge the receipt of your despatches No. 245 and 255 of the 6th and 24th of December last, enclosing copies of reports of the Privy Council, together with a correspondence which had passed between yourself and Her Majesty's Minister at Washington upon the subject of the proposed settlement with the United States Government of certain points on the boundary between Alaska and the Province of British Columbia.

I enclose, for your information, and for that of your Government, copies of two letters from the Foreign Office, forwarding despatches from Sir E. Thornton, with the enclosures thereto, which are noted in the margin, together with a copy of a letter addressed by my direction to the Foreign Office concurring in the proposed approval of the steps taken by Sir E. Thornton in this matter.

I have, &amp;c.,

(Signed) M. E. HICKS BEACH.

Governor General

The Right Hon. the Earl of Dufferin,  
K.P., G.C.M.G., K.C.B.*The Foreign Office to the Colonial Office.*

FOREIGN OFFICE, 8th February, 1878.

SIR,—With reference to my letter of the 20th of November last, I am directed by the Earl of Derby to transmit to you, to be laid before Her Majesty's Secretary of State for the Colonies, the accompanying copy of a despatch from Her Majesty's Minister at Washington, together with its enclosures, relative to the Alaska boundary question; and I am to request that, in laying these papers before Sir Michael Hicks Beach, you will state to him that His Lordship proposes to approve Sir E. Thornton's proceedings should there be no objection thereto.

I am, &amp;c.,

(Signed) JULIAN PAUNCEFOTE.

The Under Secretary of State,  
Colonial Office.

P.S.—I am to request that the original enclosures in Sir E. Thornton's despatch may be returned to this office.

*Sir E. Thornton to the Earl of Derby.*

WASHINGTON, 21st January, 1878.

(No. 16.)

MY LORD,—In my despatch No. 335, of the 17th ultimo, I had the honor to transmit to your Lordship copy of a despatch which I had addressed on the 13th of that month to the Governor General of Canada, relative to the suggestion made by Mr. Seward, that the United States and Canadian Governments should each send an Engineer Officer who should agree to the best of their ability upon the boundary points on the Stickeen, between the Dominion of Canada and the territory of Alaska, on the understanding that their decision should not be final, but should be recognized by both Governments until a regular commission could be appointed which would definitively lay down the boundary.

In answer to that despatch I received from His Excellency, the one of which and of its enclosure I have the honor to enclose copies. The Minute of Council accompanying it suggests that it should be proposed to the United States Government to accept the boundary line laid down last spring by a Canadian Engineer, Mr. Joseph Hunter, with regard to which a report accompanied by a map was made by him in June last, copy of which was, as the Deputy-Governor informed this Legation, forwarded to Her Majesty's Colonial Department at the time.

A copy of the report and accompanying map was also transmitted to Mr. Plunkett for his information by the Deputy-Governor. In the Minute enclosed in Lord Dufferin's despatch No. 83, of the 24th ultimo, your Lordship will observe the statement, "That copies of the official report with map have been sent to the British Legation and for the Department of State at Washington." In consequence of this statement I deemed it proper to address to Lord Dufferin the despatch, a copy of which is enclosed, showing that for the reasons therein mentioned, Mr. Plunkett had not forwarded to the State Department copy of Mr. Hunter's report and map, but asking that for the purpose of doing so, another copy of the map should be furnished me.

In his despatch, No. 3, of the 12th instant, copy of which and of its enclosure is transmitted herewith, His Excellency sent me another copy of the map, and requested me to take such steps as I might deem expedient for representing to the Government of the United States the views of the Canadian Government in regard to the provisional determination of the Alaska boundary.

I thought that my best course would be to transmit to Mr. Evarts a copy of Mr. Hunter's report and map, accompanied by the note of which a copy is also enclosed. In this note, I have embodied the proposal of the Canadian Government that either Mr. Hunter's boundary should be provisionally accepted, or Mr. Seward's suggestion should be carried out. As soon as I shall receive an answer to this note I shall have the honor of submitting a copy of it to Your Lordship.

I have, &c.,

(Signed) EDWARD THORNTON.

The Earl of DERBY,  
&c., &c., &c.

*Sir E. Thornton to Mr. Evarts.*

WASHINGTON, 19th January, 1878.

A copy of this enclosure accompanied Sir E. Thornton's despatch, No. 11, 21st February, 1878, to the Earl of Dufferin.

*The Foreign Office to the Colonial Office.*

FOREIGN OFFICE, 15th February, 1878.

SIR,—With reference to my letter of the 8th instant, I am directed by Her Majesty's Secretary of State for Foreign Affairs to transmit to you, to be laid before Sir Michael Hicks Beach, a copy of a despatch from Her Majesty's Minister at Washington, on the subject of the Alaska boundary.

I am, &c,

(Signed) JULIAN PAUNCEFOTE.

The Under Secretary of State,  
Colonial Office.

*Sir E. Thornton to the Earl of Derby.*

(No. 19.)

WASHINGTON, 28th January, 1878.

My LORD,—With reference to my despatch, No. 16, of the 21st instant, relative to the boundary between Alaska and British Columbia, I have the honor to enclose copy of a note from Mr. Evarts, in answer to mine of the 19th instant, in which he states that, before a definite answer can be made to my suggestion, it will be necessary to obtain the views of the Secretary of the Treasury. I rather infer, from this intimation, that the United States Government is disinclined to accept the line laid down by Mr. Hunter, even as a provisional boundary.

I have, &c.,

(Signed) E. THORNTON.

The Earl of DERBY,  
&c., &c., &c.

*Mr. Evarts to Sir E. Thornton.*

DEPARTMENT OF STATE,

WASHINGTON, 28th January, 1878.

SIR,—I have the honor to acknowledge the receipt of your note of the 19th instant, suggesting a temporary agreement between the U. S. and Her Majesty's Government respecting the Alaska boundary, and, in reply, to inform you that before a definite answer can be made to your suggestion it will be necessary to obtain the views of the Secretary of the Treasury to whom the subject has already been referred.

I have, &c.,

(Signed) WM. M. EVARTS.

Right Honorable  
Sir E. THORNTON, K.C.B.,  
&c., &c., &c.

*The Colonial Office to the Foreign Office.*

DOWNING STREET, 7th March, 1878.

SIR,—I am directed by the Secretary of State for the Colonies to acknowledge the receipt of your letters noted in the margin enclosing despatches from Her Majesty's Minister at Washington upon the subject of the proposed settlement with the United States Government of certain points on the boundary between Alaska and the Province of British Columbia.

I am desired to request that you will inform the Earl of Derby that Sir Michael Hicks Beach concurs with His Lordship in the proposed approval of the proceedings of Sir E. Thornton in this matter.

I am, &c.,

(Signed) W. R. MALCOLM.

The Under Secretary of State,  
Foreign Office.

*Sir E. Thornton to the Earl of Dufferin.*

(No. 14.)

WASHINGTON, 18th March, 1878.

MY LORD,—I have the honor to inform Your Excellency that, on the 6th instant, I forwarded to Mr. Evarts a copy of your despatch No. 14, of the 2nd instant, and of its enclosure relative to the boundary on the Stickeen River between the Dominion of Canada and the territory of Alaska. I now enclose copy of Mr. Evarts' note acknowledging the receipt of the above mentioned papers from which I understand that the Governments of the United States and of Canada are now agreed as to the temporary boundary question.

I have, &c.,

(Signed) EDWARD THORNTON.

His Excellency  
The Earl of DUFFERIN, K.P.  
&c., &c., &c.

DEPARTMENT OF STATE,

WASHINGTON, 9th March, 1878.

SIR,—I have the honor to acknowledge the receipt of your note of the 6th inst., and of its accompaniment from the Governor General of Canada, expressing the assent of that Government to the understanding that the provisional arrangement in regard to the Alaska boundary shall not be held to affect the treaty rights of either party.

I have, &c.,

(Signed) WM. M. EVARTS.

The Right Honorable  
Sir EDWARD THORNTON, K.C.B.,  
&c., &c., &c.

*The Earl of Dufferin to Sir M. E. Hicks Beach.*

(No. 69.)

OTTAWA, 23rd March, 1878.

SIR,—In continuation of my despatch (No. 53) of the 5th inst., I have the honor to transmit to you herewith a copy of a further despatch from Sir E. Thornton relative to the undertaking with the United States as to the boundary line of the territory of Alaska on the Stickeen River.

I have, &c.,

(Signed) DUFFERIN.

The Right Honorable  
Sir M. E. HICKS BEACH, Bart.,  
&c., &c., &c.

(Canada—No. 65)

*Sir M. E. Hicks Beach to the Earl of Dufferin.*

DOWNING STREET, 4th April, 1878.

MY LORD,—I have the honor to acknowledge the receipt of your despatch (No. 53) of the 5th ult., enclosing copies of a correspondence with Her Majesty's Minister at Washington relating to the boundary line between the Province of British Columbia and Alaska on the Stickeen River.



In reference to this question, I enclose, for your information and for that of your Government, a copy of a despatch received through the Foreign Office from Sir E. Thornton, together with a copy of a note addressed to him by Mr. Evarts on the 9th ultimo.

I am glad to learn that a temporary arrangement has been come to with the Government of the United States upon this subject.

I have, &c.,

(Signed) M. E. HICKS BEACH.

Governor General

The Right Honorable

The Earl of DUFFERIN, K.P., G.C.M.G., K.C.B.

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*Sir E. Thornton to the Earl of Derby.*

No. 66.

WASHINGTON, 11th March, 1878.

MY LORD,—I have the honor to transmit herewith copy of a despatch and of its enclosure which I have received from the Governor General of Canada, in which His Excellency conveys the assent of His Government to the understanding that the provisional arrangement in regard to the Alaska boundary shall not be held to affect the Treaty rights of either party.

I forwarded copies of these documents to Mr. Evarts on the 6th instant, but have not yet received an acknowledgment of their receipt.

I have, &c., &c.,

(Signed) EDWARD THORNTON.

The Earl of DERBY,

&c., &c., &c.

P.S.—12th March.

Since writing the above, I have received from Mr. Evarts the note of which I enclose a copy, acknowledging the receipt of mine, in which I transmitted copy of Lord Dufferin's despatch and its enclosure, I understand that by this note the United States Government agrees to the provisional boundary on the Stickeen.

(Signed) E. T.

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*Mr. Evarts to Sir E. Thornton.*

DEPARTMENT OF STATE,

WASHINGTON, 9th March, 1878.

SIR,—I have the honor to acknowledge the receipt of your note of the 6th inst., and of its accompaniment from the Governor General of Canada, expressing the assent of that Government to the understanding that the provisional arrangement in regard to the Alaska boundary shall not be held to affect the Treaty rights of either party.

I have, &c., &c.,

(Signed) W. M. EVARTS.

The Right Honorable

SIR E. THORNTON, K.C.B.,

&c., &c., &c.

## ADDENDA.

*Despatch from the Lieutenant Governor of British Columbia, of the 23rd May, 1873, enclosing copy of a letter from Mr. Moore, and Minute of Executive Council, referred to in Order of Council of the 24th June, 1873, (reference to which is made on page 13, as having been mislaid.) Application was made to the Lieutenant Governor of British Columbia for copies, who forwarded the following :*

(No. 49.)

23rd May, 1873.

SIR,—I have the honor to enclose herewith a copy of a letter addressed to this Government from Fort Wrangel, at the mouth of the Stickeen River, in Alaska, by a Mr. William Moore, in reference to the navigation of that river, together with a minute of my Executive Council requesting me to bring to the notice of Her Majesty's Government, through the proper channel, the restrictions to the free navigation of the said river by British subjects, in accordance with the Treaty of 1871 between Great Britain and the United States, alleged by Mr. Moore to be still maintained by the United States Government in the instructions to the Deputy Collector of Customs at Fort Wrangel, under which it is said that officer is still acting. In accordance with the request of my Ministers I beg to commend this matter to the consideration of His Excellency the Governor General, with the view to such steps being taken as His Excellency may think fit to secure to British subjects the full benefit of the terms of the Treaty of 1876 in this respect.

I deem it right, however, to add, lest inconvenience should arise from misapprehension in this respect, that, upon enquiry, I have reasons to suppose that Mr. Moore is not a British subject.

I have, &c.,  
(Signed) JOSEPH W. TRUTCH,

*Lieut. Governor of British Columbia.*

To Hon. Secretary of State,  
Ottawa.

FORT WRANGEL, 6th May, 1873.

SIR,—I take the liberty to draw your attention to the navigation of the Stickeen River, as the instructions to the Deputy Collector of this Port stands:—

That no foreign bottom shall be allowed to carry freight through American territory on the Stickeen River.

As this river will be of great importance ere long, I think this matter ought to be settled at an early date.

The Collector of this place does not wish to put any obstructions in the way to the miners passing through, and I am satisfied that he will do everything he can to facilitate travel to and from the mines.

But there is the law which he has shown me himself.

I remain, &c.,

(Signed)

WILLIAM MOORE.

To the Hon. Provincial Secretary.

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Copy of a Report of a Committee of the Honorable the Executive Council, approved by His Honor the Lieutenant Governor on the 21st day of May, 1873.

On a memorandum, dated 21st May, 1873, from the Hon. Provincial Secretary, reporting on a letter received from Mr. W. Moore, of Fort Wrangel, Alaska, drawing the attention of the Provincial Government to the instructions of the Deputy Collector of the United States with regard to the navigation of the Stickeen River, which instructions Mr. Moore states are to the effect:—

“That no foreign bottom shall be allowed to carry freight through American territory on the Stickeen;”

And recommending that His Excellency the Lieutenant Governor be requested to bring this matter, through the proper channel, under the notice of Her Majesty's Secretary of State for Foreign Affairs, in order that the Government of the United States may be called on to issue instructions to its officers on the subject of the navigation of the Stickeen and also of the Yukon Rivers, in conformity to the provisions of the Washington Treaty,

The Committee advise that the recommendation be approved.

Certified.

(Signed) JAS. JNO. WM. YOUNG,  
*Deputy Clerk, Executive Council.*

(126)

REPORT OF PROGRESS

OF THE

GEOLOGICAL SURVEY

OF

CANADA,

BY

ALFRED R. C. SELWYN, F.R.S., F.G.S.,

DIRECTOR,

FOR THE YEAR 1876-77.

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*[In accordance with the recommendation of the Joint Committee on Printing, the above Report is not printed.]*

(127)

## MESSAGE

The Governor General transmits to the Senate copies of a correspondence which has passed with Her Majesty's Government, respecting the inclusion within the Boundaries of the Dominion of Territories on the North American Continent.

GOVERNMENT HOUSE,

OTTAWA, 2nd May, 1878.

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(128)

## RETURN

To an ADDRESS of the SENATE, dated 8th March, 1878;---Copies of all Orders in Council, on the subject of the lands at the place known by the name of Rat River Settlement, and on the Red River, in the County of Provencher, as well as in the settlement of La Petite Pointe de Chênes, in the Parish of Loretto, in the County of Selkirk, in the Province of Manitoba, taken possession by actual settlement before or after the admission of the North-Western Territory into the Dominion, without regard to the improvements made upon those lands.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 2nd May, 1878.

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

(129)

**R E T U R N**

To an ADDRESS of the HOUSE OF COMMONS, dated 11th March, 1878;—For copy of any complaint in 1875 against J. S. Vallée, Esq., Postmaster of Montmagny ; copy of the Enquête held in 1875 by Mr. Achille Talbot, Deputy Post-office Inspector, on said complaint, &c.

By Command.

R. W. SCOTT,  
*Secretary of State.*DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 8th May, 1878.

(130)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 27th March, 1878;—For a Return shewing :—1st. The several sums paid out of the \$39,256.01, deposited in the Bank of Montreal, to pay certain parties for land taken for Canal purposes on certificates of the Department of Justice; 2nd. The names of the parties to whom such several sums have been paid and the dates of such several payments.

By Command.

R. W. SCOTT.  
*Secretary of State.*DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd May, 1878.

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

(131)

## RETURN

To an ADDRESS of the HOUSE OF COMMONS, dated 18th March, 1878 ; - For copy of all correspondence, not in possession of Parliament, respecting the Pensions for Public Officers, who were in the service of British Columbia at the date of Union, 1871.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd May, 1878.

(132)

## RETURN

To an ADDRESS of the SENATE, dated the 25th April, 1878 ;—The Report made to the Government by the Honorable A. Morris, Commissioner, under the Act 38 Victoria, Chapter 53, on the putting into execution of that law and its operation in the Province of Manitoba.

By Command.

R. W. SCOTT.  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 3rd May, 1878.

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

# RETURN

(132)

To an ADDRESS of the SENATE, dated 25th April, 1878;—For the Report by the Hon. A. Morris, Commissioner under the Act 38 Vict., ch. 53, on the putting into execution of that law, and its operation in the Province of Manitoba.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 2nd May, 1878.

OTTAWA, 11th January, 1878.

SIR,—I have the honour to transmit to you herewith reports and copies of evidence relating to certain conflicting claims to lands, which were heard before me in the counties of Marquette East, Provencher and Lisgar. I also transmit the other documents relating to these cases, which I received from the Land Office in Winnipeg.

I was authorized to employ a clerk to assist me, but did not do so except at Marquette, where I obtained the services of Mr. Chenier. I was accompanied by Mr. Whitcher, of the Land Office. He rendered his services with zeal and efficiency.

I have, in accordance with the understanding I arrived at with you, further adjourned the holding of the Commission for Marquette West to the first day of May next, at twelve o'clock noon.

I have the honour to be,  
Your obedient servant,

(Signed)

ALEX. MORRIS,  
*Commissioner.*

Hon. DAVID MILLS,  
Minister of the Interior, Ottawa.

## LIST OF CASES.

Johnson and Maloney.  
Tait and Perrault.  
Gagnon, Morrison and Morgan.  
Crawford *et al.*  
McKay and Schultz.  
McLeod and Gagnon.  
Sayers and Lefort.  
Kavanagh and Houle.  
Marchand and Zaste.  
Spence and Spence.  
Lumsden.



FORT GARRY, 26th November, 1877.

SIR,—Referring you to my despatch of the 3rd March last, in which I made certain suggestions with regard to improvements in the Act 38 Vic., Cap. 53, respecting conflicting claims to lands of occupants in Manitoba, and which doubtless have received your consideration, I beg to submit to your attention the following special report as to the practical working of the Act in question.

I appointed meetings of the Commission to be held in the Counties of Marquette West, Marquette East, Provencher and Lisgar. I adjourned the sitting to be held in Marquette West, for the reasons detailed in my despatch of the 7th of June last, at the written request of Messrs. Cornish, Ryan, Bain and Walker, Barristers, and have since further adjourned it to the 15th of March next, to give time for the consideration of this report.

I held the Commission in the Counties of Marquette East, Provencher and Lisgar, but for the reasons mentioned hereafter, I was only able to hear nine cases in Marquette East and one case in each of the other two counties. Nevertheless, as I reported to you in my despatch of the 3rd of August last, the initiating the Commission led to a large number of amicable settlements. I am of opinion, and beg to recommend, that no further action should be taken in proceeding with the Commission until the Act be amended, and I will suggest the directions in which I think it ought to be improved.

1st. I would recommend that one month's advertising be substituted for three months, as the latter time is too long and leads to unnecessary expense. The posting in the County Court Clerk's and Registrar's Offices should also be reduced to one month.

2nd. The seventh section provides that the Commissioners shall not receive or proceed upon any claim until each of the adverse or conflicting claimants produces an affidavit or affirmation that he has at least one month before making such affidavit or affirmation, caused to be served on the party having or supposed to have such adverse claim, notice in writing of his claim and of his intention to bring the same before the Commission and of the time when intended to be so brought.

This provision renders the Act practically abortive. One party desires to have the case disposed of and gives notice; the other, from disinclination or neglect, does not do so, and the result is that the Commissioner is forced to declare that he cannot proceed with the case.

It was this provision that led to so small a number of cases being heard at the recent sittings of the Commission, and occasioned real hardship, as claimants on one side had given notice and were in attendance with their witnesses, but, though they had incurred expense and complied with the law, were unable to have their claims disposed of.

3rd. I would recommend that the law should be amended so that notice by any one claimant to the other or other claimant, should suffice to enable the case to be heard in the presence or absence of the other parties, after having received due notice. I would further recommend that if neither party should give notice the Commissioner should be empowered to order the case to be heard and to notify the parties to attend before him and there proceed with it.

4th. There is no provision in the Act for dealing with a witness who declined to obey the summons of the Commissioner and give evidence or produce books or papers, or when after appearing does so, or otherwise misconducts himself. This should be remedied, and the Commissioner should be clothed, in these respects, with the same power as a Judge of the Court of Queen's Bench.

5th. Power should be given to the Commissioner to fix the allowances to witnesses, and in his discretion to award costs against the unsuccessful party in vexatious cases only.

With these emendations, I think the Act could be made to work satisfactorily, its principle being just, and adapted to the wants and circumstances of the country; but I would further suggest, that the system of carrying it out should be modified.

originally suggested to one of your predecessors, the passing of an Act of this nature, and indicated the Act of Upper Canada, relating to heirs and devisees, as an Act which might *mutatis mutandis* well be followed, having been worked satisfactorily for many years.

The Act of 1873 was passed in pursuance of this suggestion, and the Act of 1875 follows, in large measure, that Act, except that the last Act provided for a Commissioner or Commissioners, other than the Judges.

As I find that the hearing of these cases must of necessity be spread over a considerable period of time, owing to the rights of minors and absentees being involved, and owing to the absence of witnesses, I would suggest a modification of the Act, as regards the Commissioners. It must be borne in mind that owing to the fact that large numbers of the Half-breed inhabitants are in the habit of wintering, or spending even one and two years on the plains of the North-West, away from their homes in Manitoba, which they leave in charge of one of the family or a neighbor, there will be difficulty, in many cases, in getting the evidence of important witnesses—a difficulty which has already been experienced. Delay will therefore ensue in the hearing of cases, which cannot be avoided. On the other hand, it is desirable to secure that as many of these claims as possible should be disposed of with all convenient speed. To meet both these phases of the case, I would suggest that the Act should be amended so as to enable the Government within one year, or such other longer period as they may deem fit, to dispense with the services of a special Commissioner, and by Order in Council to vest in the Judges the power of trying these cases at any sittings of the County Court, after the ordinary business is disposed of.

By the adoption of this suggestion two objects would be accomplished—urgent cases would be speedily disposed of, and a cheap and constantly accessible machinery would be provided for the disposal, from time to time, with convenience to the claimant of those cases in which delays will be found to be inevitable.

Having made these suggestions, I will prepare, as early as possible, my reports on the cases I have heard, and transmit the same to you with copies of my notes of the evidence relating to them for your consideration.

In conclusion, I would remark that while I accepted the commission when tendered me by the late Minister of Justice, the Honorable Mr. Blake, with hesitation and reluctance, fearing that I might find the position to be in some respects incompatible with my other office of Lieutenant-Governor, I feel bound to say that I found my apprehensions were not grounded; as I was able to discharge my duties with comfort, and have been treated with the utmost courtesy and respect by all parties interested, as also by those members of the Bar, who appeared before me, and who did all in their power to co-operate with, and assist me, in the execution of the commission.

After I forward you my reports on the cases heard, I will submit my resignation of the Commissionership, in view of my return to Ontario in December next.

I have the honor to be, Sir,

Your obedient servant,

(Signed) ALEXANDER MORRIS,  
Commissioner.

To the Hon. the Minister of the Interior,  
Ottawa.

The Schedule underneath presents a synopsis of the cases investigated and reported by the Hon. Alexander Morris, Commissioner, under the Act 38 Vict., chap. 53 (see accompanying letter from the Commissioner dated the 11th January last), the proceedings in relation to which claims have been duly approved and confirmed by the Minister of the Interior:—

No. of Claim on Printed List.	No. of Lot.	Parish.	Names of Contestants.	Action of Commissioner.
92	171 & 172	Baie St. Paul.	Robert Tait. François X. Perreault.	Decision in favor of Robert Tait.
115	1	St. François Xavier.	Jos. McLeod. Louis Gagnon.	Decision in favor of Jos. McLeod.
43	7	St. François Xavier.	Angus Morrison. Louis Gagnon. R. Morgan.	Decision in favor of Morrison for west half, and Morgan for east half.
95	200	Baie St. Paul.	François Leford. Louis Sayers.	Decision deferred for further evidence.
139	52	St. Norbert.	Cyrille Marchand. Gonzague Zaste.	Decision in favor of Zaste, but patent not to issue until he compensates Marchand for certain improvements.
46	119	St. François Xavier.	Antoine Houle. Rev. F. X. Kavanagh.	Decision deferred for further evidence on certain points.
111	212	Baie St. Paul.	John Johnson. Daniel Maloney.	Decision in favor of Maloney.
131	277	St. Andrews.	Donald Spence. James Spence.	Decision in favor of heirs of Donald Spence, Jas. Spence having abandoned claim in favor of his brother's family.
119	57	St. François Xavier.	Thomas Lumsden. Madeline Fournier.	Decision in favor of Thos. Lumsden. Madeline Fournier abandoned claim, as she meant to claim lot 58, not 57.
55	18	St. Andrews.	William McKay. John Schultz.	Decision in favor of John Schultz; Schultz to pay McKay \$80 and interest thereon, since 23rd October, 1872; also one certain acre of land to be patented to McKay.

(Signed)

J. S. DENNIS,

*Surveyor-General.*

DEPARTMENT OF THE INTERIOR,  
DOMINION LANDS OFFICE,  
OTTAWA, 30th April, 1878.

(133)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For a Return of ranks and names of all officers who have attended and taken long or short course certificates at the "A" or "B" Battery Schools of Gunnery ; the corps to which they belonged, with the dates of their appointments ; their ranks and corps at present, or the dates and reasons for their retirement.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 26th April, 1878.

(134)

## RETURN

To an ORDER of the HOUSE OF COMMONS, dated 1st April, 1878 ;—For a Statement of sales or leases of the Islands in the River St. Lawrence, lying between Brockville and Kingston, known as "The Thousand Islands," during the years 1874-5, 1875-6 and 1876-7 ; showing what Islands or parts of Islands were sold or leased, &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 11th April, 1878.

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

(135)

## R E T U R N

To an ADDRESS of the HOUSE OF COMMONS, dated 24th April, 1878 ;—For copies of all correspondence between the Government, or the Minister of Justice, and the creditors of one Olivier Latour, or any of them, or any persons on their behalf, in relation to the alleged forfeiture of its Charter by La Banque Nationale by reasons of its illegally trading in lumber, and in the manufacture and sale of square timber and saw logs, and the produce thereof, and in other goods, chattels and merchandize, in violation of the Banking Act, to the prejudice of other banking institutions, the lumber trade and the said creditors, &c., &c.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd May, 1878.

(136)

## R E T U R N

To an ADDRESS of the HOUSE OF COMMONS, dated 1st May, 1878 ;—For copies of all Orders in Council fixing the rate of tolls to be collected by the Upper Ottawa Improvement Company, on saw logs and timber passing through their works.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 3rd May, 1878.

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

(137)

**RETURN**

Under 31st Vict., Cap. 73, Sec. 6, showing the average number of Dominion Police employed during each month of the year ended 31st December, 1877; the cost of pay and travelling expenses expended in respect thereof.

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(138)

**RETURN**

To an ADDRESS of the SENATE, dated the 26th March, 1878;—A copy of all contracts, telegrams and agreements made in and about, and relating to the Service of the Marine and Fishery Department at Prince Edward Island, since the entry of said Island into the Dominion, in July, 1873.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 2nd May, 1878.

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

(139)

**R E T U R N**

To an ADDRESS of the SENATE, dated 8th March 1878; —For, 1st. The total quantities and their value of the square white pine, pine board timber, pine masts and spars, square timber of oak, elm, ash, whitewood, walnut, hickory, red pine, or any other hewn timber.

2nd. The total quantities, description and value of the red and white oak staves.

3rd. The total quantities and their value of sawed lumber, in white and red pine, walnut, whitewood, oak, elm, ash or any other sawed lumber, imported into Canada by water or by rail between the 1st April, 1877, and 1st January, 1878, from the United States of America, and at what port or station they were delivered for landing or shipment from Canada.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 20th April, 1878.

# RETURN

(140.)

To an ADDRESS of the HOUSE OF COMMONS, dated 4th March, 1878;—For copies of all papers, &c., connected with the Windsor and Annapolis Railway; the Windsor Branch and the Western Counties Railway; and all papers, &c., in connection with the purchase of an annuity by the W. C. Co., or the guarantee of an annual sum to that Company for a special number of years.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
7th May, 1878.

*To His Excellency the Right Honorable the Governor General :*

The humble petition of the Windsor and Annapolis Railway Company (limited) sheweth:—

That by an agreement between your Petitioners and the Government of Canada, approved by Your Excellency in Council on the 22nd September, 1871, your Petitioners were granted, for the term of twenty-one years, from the 1st January, 1872, the exclusive use of the Windsor Branch of the Nova Scotia Railway, that is, so much of the said railway as lies between the Windsor Junction and the Junction of such railway with the railway of your Petitioners at or near Windsor; and also, the use to the extent required for its traffic of the Trunk Line, that is, so much of the Nova Scotia Railway as lies between the terminus at Halifax and the Windsor Junction;

Your Petitioners being bound to run trains, and paying therefor to the Department of Public Works of Canada, monthly, one-third of the gross earnings from all traffic carried over the Windsor Branch and the Trunk Line;

That it was provided by the said agreement that, in the event of your Petitioners failing to operate the railways between Halifax and Annapolis, the agreement was to terminate; and the Department of Public Works might immediately proceed to operate the railway between Halifax and Windsor, as they might deem proper and expedient;

That your Petitioners, accordingly, thereupon entered upon the exclusive use of the Windsor Branch, and enjoyed the use, to the extent required for its traffic, of the Trunk Line, and have since, and are still in the use of the same as aforesaid, respectively; and have continuously operated, and still operate, the railways between Halifax and Annapolis, as provided by the said agreement, to the great and manifest advantage and convenience of the public.



That there were sums of money from time to time due and owing by your Petitioners to the Government of Canada in respect of the one-third proportion of the gross earnings from all traffic carried by them on the Windsor Branch and Trunk Line, and that payments were made in part thereof;

That your Petitioners, through their agent, Mr. Thomas Reynolds, of the City of Ottawa, entered into communications with the Hon. H. L. Langevin, then Minister of Public Works, in respect of such indebtedness, and in a final interview with him, on the 20th of October last, obtained from him the assurance that if the arrears then due were paid on or before the 1st day of November then next ensuing, no action would be taken by the Government in respect thereof;

That Mr. Reynolds made communication of such assurance of the Minister of Public Works, by cable telegram, to your Petitioners;

That your Petitioners' agent heard with alarm and surprise that, on the day following such interview and assurance, and without any further or previous communication with him, an Order in Council was passed, to the effect that the Company had failed to operate the railway in question, and that the same should be operated by the Department of Public Works;

And your Petitioners also learned with dismay that the Government had agreed with the Western Counties Railway Company for the operating, in future, of the Windsor Branch;

That your Petitioners never contemplated that the want of punctuality in their payments to the Government of Canada could be construed or deemed to be within the terms of the said agreement, or "failing to operate the railways between Halifax and Annapolis." And your Petitioners submit that no such construction can legally or equitably be given to that provision in the said agreement;

That, apart from such consideration, your Petitioners beg to represent that the Western Counties Railway Company, to whom the operation of the Windsor Branch has been transferred, is not in a position to work the same, having no connection with such Branch, and no rolling stock or appliances or conveniences therefor, and that, as a matter of fact, the said Western Counties Railway Company cannot carry into effect the said agreement;

That your Petitioners have continued and are still in occupation and in operation of the Windsor Branch, and are prepared to carry on the same, and pay weekly the proportion due to the Government, as it accrues;

That your Petitioners have not derived any pecuniary benefit from the Windsor and Annapolis Railway, but have expended its earnings in the further development and improvement of the line and works and in their maintaining a direct connection between the capital of Nova Scotia and that of New Brunswick;

That your Petitioners desire further to represent that they have certain claims against the Government in respect of the Windsor and Annapolis Railway (irrespective of their operation of the Windsor Branch or trunk line of the Nova Scotia Railway), many of which were embodied in communications between Mr. Mann, on behalf of the Company, and the Department of Public Works, which are of record in that office, which claims have never been thoroughly investigated;

That your Petitioners feel aggrieved at the action taken so abruptly, and, as your Petitioners are advised, in contradiction of the terms of the agreement mentioned in the first paragraph of this petition; and although they continue to operate the road, are in ignorance of the moment when the aforesaid Order in Council may be invoked and put in force against them;

That this action on the part of the Government has been productive of much detriment and damage to the Company's credit and financial position in England, and is a serious bar to their obtaining further funds for improving and developing their line of railway.

Your Petitioners therefore pray—

1st—That the Order in Council and any proceedings thereunder, and any agreement with the Western Counties Railway Company, may be cancelled, and that the original agreement between your Petitioners and the Government of Canada be allowed to continue in force for the residue of the term thereby reserved.

2nd—That all claims and matters in dispute between your Petitioners and the Government be submitted to arbitration of some persons versed in railway management, and that an adjustment of accounts, based on any award of such arbitration, may be then made between your Petitioners and the Government of Canada.

And your Petitioners will ever pray.

THE WINDSOR & ANNAPOLIS RAILWAY COMPANY (LIMITED).

Signed by THOS. REYNOLDS, Esq..

Their Attorney.

OTTAWA, 10th December, 1873.

ARTICLES OF AGREEMENT made and entered into the twenty-second day of June in the year of Our Lord one thousand eight hundred and seventy-five, between the Windsor and Annapolis Railway Company, hereafter called the Company, of the first part, and Her Majesty Queen Victoria, represented herein by the Minister of Public Works of Canada, hereinafter called the Minister, of the second part :

Whereas the Company was, on the first day of January last, indebted to the Government of Canada in a large sum of money, being one-third of the accrued gross earnings of the Windsor Branch of the Intercolonial Railway, worked and managed by the Company under an agreement entered into by them with the Government of Canada, dated the twenty second day of September in the year one thousand eight hundred and seventy-one, granting the said branch to the said Railway Company for twenty-one years from the first day of January, one thousand eight hundred and seventy-two ;

And whereas the Company have preferred certain claims against the Government of Canada by way of set off to such indebtedness, but which claims have not been recognized or admitted ;

And whereas it is found desirable that the gauge of the rails on the said Branch should be changed from their present five feet six inches gauge to the standard gauge of four feet eight and one-half inches.

These present witness, that the said Company, for the consideration hereinafter named, do hereby contract and agree to and with Her Majesty, represented as aforesaid, that the Company shall and will at their own cost and charge, on or before the first day of July now next, in a proper, substantial and workmanlike manner, but subject to the approval of the Minister or officer appointed by him, change the gauge of the Windsor and Annapolis Railway and make it conform to the present standard gauge above named, and deliver over to the said Minister, or whom he may appoint for that purpose, at such place or places as may be fixed, nine broad-gauge locomotive engines, fourteen sets of broad gauge passenger car trucks and one hundred and forty-five sets of broad-gauge freight car trucks ; and also execute and deliver a release of all claims and demands whatsoever against Her Majesty or the Government of Canada up to the first day of July one thousand eight hundred and seventy-five.

In consideration whereof, Her said Majesty, represented as aforesaid, doth promise and agree to and with the said Company that, upon the said change of gauge being effected, in the manner hereinbefore described, all debts and liabilities accrued due by the Company to the Government of Canada, in manner aforesaid, up to the first day of January last past shall be discharged and extinguished.

That the Minister will deliver to the said railway company at Windsor Junction nine standard gauge locomotive engines (three new and six converted ones), fourteen sets of standard gauge passenger car trucks, and one hundred and forty-five sets of standard gauge freight car trucks ;

That the said nine standard gauge engines shall be and remain the property of the Government of Canada, and in no way liable for the debts and liabilities of the

said Company; and it is hereby distinctly understood and agreed upon by and between the parties hereto, that nothing shall in any wise (except as to discharging the indebtedness and claims herein above named) alter, vary, or interfere with the terms of the agreement under which the said Company hold the said Branch Line; but that all moneys accrued due as being one-third of the gross earnings of the said Branch, from the first day of January last, shall be paid by the Company to the credit of the Receiver General of Canada on or before the thirty-first day of July next, and thereafter those accruing shall be paid monthly, as provided in the said agreement, under which the Company hold and work the Branch as aforesaid, which, except as aforesaid, is hereby declared in all respects in full force and effect.

The corporate seal of the Company was hereto affixed this twenty-fourth day of August, one thousand eight hundred and seventy-five, in the presence of

(Signed) JOSEPH BRASO,  
*Director.*

“ WM. ROSS CAMPBELL,  
*Secretary.*

[L.S.]

[L.S.]

Approved, signed and sealed by the Minister of Public Works of Canada, and countersigned by the Secretary of said Public Works,

(Signed) A. MACKENZIE,  
*Minister of Public Works  
of Canada.*

“ F. BRAUN,  
*Secretary.*

In the presence of  
(Signed) H. A. FISSIAULT.

OTTAWA, 11th May, 1877.

SIR,—I am directed by the Minister of Public Works to notify your Company that it is the intention of the Government to transfer the Windsor Branch Railway to the Western Counties Railway Company, on the first day of August next, under the authority of the Statute, Chap. 16, 37th Vic., and that the arrangement made for the temporary working of the line with the Windsor & Annapolis Company, under the second section of that Act, will terminate on that day.

I have the honor to be, Sir,

Your obedient servant,

(Signed) F. BRAUN,  
*Secretary.*

E. A. DE PASS, Esq.,  
Commissioner W. & A. Railway,  
Kentville, N.S.

WINDSOR AND ANNAPOLIS RAILWAY,  
COMMISSIONERS OFFICE,  
KENTVILLE, N.S., 24th May, 1877.

SIR,—I beg to acknowledge receipt of a letter from Mr. Braun, dated 11th May, (No. 616) informing me of the intention of the Government to hand over the Windsor Branch Railway to the Western Counties Railway Company on 1st August next.

I presume the transfer will be made subject to the lease of running powers over the Branch and Trunk lines which my Company hold and to which they desire firmly to adhere.

I have the honor to be, Sir,

Your obedient servant,

(Signed) E. A. DE PASS.

HON. ALEXANDER MACKENZIE,  
Minister of Public Works, Ottawa.

Copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council, on the 25th July, 1877.

The Committee have had under consideration a memorandum from the Hon. the Minister of Public Works, dated July, 1877, recommending that possession of the Windsor Branch Railway be given to the Western Counties Railway Company on the 1st of August, 1877, and they concur in said recommendation and submit the same for Your Excellency's approval.

Certified.

(Signed) W. A. HIMSWORTH,  
C.P.C.

To the Honorable  
The Minister of Public Works,

(Memorandum.)

OTTAWA, July, 1877.

The undersigned reports that on the 21st September, 1871, the Windsor and Annapolis Railway Company entered into an agreement for operating the Windsor Branch Railway for a certain number of years, which agreement was approved and ratified by Order-in-Council, dated 22nd September, 1871.

That on the 21st October, 1873, the Hon. Minister of Public Works reported that the Windsor and Annapolis Railway Company had failed to operate the Windsor Branch Railway and to comply with the other terms and conditions of the agreement dated 21st September, 1871, and that upon this report an Order-in-Council was passed on the 22nd October, 1873, authorizing the Government to proceed immediately to operate the Railway between Halifax and Windsor.

That on the 23rd May, 1873, a Resolution was passed by the House of Commons authorizing the Government to enter into negotiations with some reliable Association or Company for the transfer of the Railway from Windsor to the Trunk line from Halifax to Truro, upon condition that such Association or Company extend the Railway from Annapolis to Yarmouth, subject to the approval of Parliament at the next session.

That such an agreement was entered into by Orders-in-Council dated the 22nd day of October and 30th day of October, 1873.

That on the 26th May, 1874, an Act was passed reciting the said agreement and confirming the same, and authorizing the Government until arrangements were completed for giving possession to the Western Counties Railway Company of the said Windsor Branch Railway to make such other arrangements as might be necessary for the purpose of operating the said Branch Railway by continuing the working of the same by the Windsor and Annapolis Railway Company or otherwise.

That on the 22nd day of April, 1875, an Order-in-Council was passed providing "that until further ordered, the existing arrangements with the Windsor and Annapolis Railway Company should be continued."

That on the 2nd June, 1875, an agreement was entered into with that Company for the operation of the said Branch line, which agreement, through error, contained a clause declaring the agreement above mentioned, to be in full force.

That under the provisions of the Act of 1874, referred to, and of the Order-in-Council of 22nd April, 1875, the power of the Government to enter into any agreement with the Windsor and Annapolis Railway Company was limited, and the said agreement, therefore, must be considered merely temporary and until further ordered.

That it appears from representations made by the said Western Counties Railway Company that their line will soon be completed to Digby, whence communication can be had by steamer to the railway terminus at Annapolis; and that it is now essential that possession of the said Windsor Branch Railway should be given to them as provided in the Act of 1874, to enable the company to avail itself of the advantages to be obtained thereby for finishing the whole line.

That it was deemed expedient and proper to comply with this request, and that, in accordance with this conclusion, the Windsor and Annapolis Railway Company were notified on the 11th of May last that on the 1st August, 1877, the Windsor Branch Railway would be transferred to the Western Counties Railway, and that the temporary agreement for operating the Windsor Branch Railway would terminate at the same date.

That the Windsor and Annapolis Railway Company did, by letter dated 24th May, 1877, acknowledge the receipt of said notice of 11th May, 1877.

The undersigned now recommends that possession of the said Windsor Branch Railway be given to the Western Counties Railway Company on the 1st August, 1877, under the terms of the Act of May, 1874, intitled "An Act to authorize the transfer of the Windsor Branch of the Nova Scotia Railway to the Western Counties Railway Company."

Respectfully submitted,

(Signed) A. MACKENZIE,  
*Minister of Public Works.*

HALIFAX, 1st August, 1877.

*Windsor and Annapolis Railway.*

DEAR SIR,—I beg to inform you that one of our trains stationed at Windsor Junction and about to proceed to Halifax, was this morning forcibly removed from the track by order of Mr. Brydges, and that a train belonging to the Intercolonial Railway was, in despite of our protest, run upon the Windsor Branch line; our officials were removed from the stations on the said line and the control and right to run our trains over it taken out of our hands.

It is my duty to protest against this action, which is in violation of the terms of an agreement under which we hold and work the Branch exclusively. We have also been prevented from exercising the privilege, under the same agreement, of running our trains over the trunk line, and the whole line from Halifax to Windsor is now in the hands of Government officials.

I have asked that, pending such proceedings as may be instituted, an immediate temporary or provisional arrangement may be made by which we shall have running powers over the Windsor Branch and trunk line to Halifax, in accordance with the right granted in our charter, to which I beg to refer you.

I now desire to make this request formally to you.

In the meantime, in order that there may be no public disturbance and disarrangement of traffic, I have consented to certain provisional arrangements for the continuance of the traffic between Halifax and stations on the Windsor and Annapolis Railway, which arrangements are distinctly understood to be entered into under protest and are by no means accepted as a waiver of our rights, being, of course, terminable at our own instance.

As the said arrangements are carried out at a ruinous disadvantage to our Company, and are intended solely to accommodate the public and to facilitate an amicable adjustment of the difficulty in the interests of the public and all parties concerned, may I beg to be favored with your reply at your earliest convenience.

I have the honor to be

Your obedient servant,

(Signed) E. A. DEPASS  
*Commissioner W. & A. Ry. Co.*

To the Hon. ALEXANDER MACKENZIE,  
Minister of Public Works, Ottawa.

WESTERN COUNTIES' RAILWAY Co.,

SECRETARY'S OFFICE, YARMOUTH, N.S.

Resolved that the agreement dated the sixth day of September, A. D., 1877, and made between Her Majesty the Queen, represented by the Honorable the Minister

of Public Works for Canada, of the one part and this Company of the other part, be approved, and that the President and Secretary be authorized to execute the same in behalf of this Company.

I certify that that the above is a true copy of resolution passed this day by the Directors of the Western Counties' Railway Company.

Yarmouth, N.S., 13th September, A.D., 1877.

(Signed) JAS. WENT. BINGAY,  
*Secretary.*

Memorandum of agreement made the sixth day of September, A.D. 1877, between Her Majesty the Queen, herein represented by the Minister of Public Works of Canada, of the first part, and the Western Railway's Company of the other part.

Whereas by the Act of the Parliament of Canada, thirty-seventh Victoria, (1874) chapter sixteen, the Government of Canada may, prior to the completion by the said Company of the railway from Yarmouth to Annapolis, give possession to the said Company of the Windsor Branch of the Nova Scotia Railway, mentioned in the said Act.

And, whereas the said Company have requested the Government to give possession of the same to them at once.

And, whereas the Government have agreed to comply with their request upon the following conditions :

Now, this agreement witnesseth, that Her Majesty by and with the advice of Her Privy Council of Canada, hereby gives to the Western Counties Railway Company, possession of the said Windsor Branch Line, and the said Railway Company accept possession thereof upon the terms following :

The Company to work it efficiently and keep the same in repair at their own proper cost and charges, collecting, receiving and appropriating to their own use all the tolls and earnings of the same.

The said railway and appurtenances from Windsor to the Trunk line shall be and become absolutely the property of the said Western Counties' Railway Company.

That the said Company hereby engage to prosecute the work of building the railway from Yarmouth to Annapolis, and complete the same with all reasonable despatch, and the parties hereto hereby declare that if the same be completed on or before the first day of October, 1879, it shall be considered to have been completed with all reasonable despatch ; and it is hereby agreed that if, on or before the said first day of October, 1879, the said railway from Yarmouth to Annapolis be not completed, the said Company will, on demand, yield up and deliver to Her Majesty, Her successors and assigns, peaceably and quietly possession of the said Windsor Branch Railway and its appurtenances, and that Her Majesty may enter into, and repossess Herself of the said Branch Railway and its appurtenances without the let, hindrance or denial of the said Company, their successors or assigns, or any other person or persons whomsoever ;

That the said Company shall carry free of charge all passengers holding Government tickets on all their passenger trains running between Halifax and Windsor Junction;

That the said Company or their agents or assigns shall have running powers over the Intercolonial Railway, between Halifax and Windsor Junction, with such privileges as have been hitherto granted in the agreement with the Windsor and Annapolis Railway.

In witness whereof the Minister of Public Works of Canada has hereto set his hand and seal of the Department, and the Secretary has countersigned these presents. And the said Company has hereto set its corporate seal, and the same has been countersigned by its President and Secretary.

(Signed) A. MACKENZIE.

F. BRAUN,  
*Secretary.*

In the presence of  
(Signed) F. A. FISSIAULT.

(Signed)

GEO. B. DOANE,  
*President, Western Counties' Railway Co.*  
JAS. WENT. BINGAY,  
*Secretary, Western Counties' Railway Co.*

GOVERNMENT HOUSE, OTTAWA,

FRIDAY, 22nd day of March, 1878.

*Present* :—His Excellency the Governor General in Council.

Whereas, by an Act passed in the 40th year of Her Majesty's Reign, Chap. 1, intituled "An Act for granting to Her Majesty certain sums of money required for defraying certain expenses of the public service for the financial years, ending respectively the 30th June, 1877, and the 30th June, 1878, and for other purposes relating to the public service," it was declared and enacted that the Governor in Council might authorize the raising of the several sums therein mentioned, amounting together to the sum of twenty-two million, one hundred and thirty-three thousand, one hundred and thirty-six dollars and thirty-eight cents (\$22,133,136.38), under the provisions of the Act passed in the 35th year of Her Majesty's Reign, intituled "An Act respecting the Public Debt and the raising of Loans authorized by Parliament," as amended by the Act passed in the 38th year of Her Majesty's Reign, intituled "An Act to amend the Act respecting the Public Debt, and the raising of Loans authorized by Parliament."

And whereas, under the powers of the above recited Act, His Excellency the Governor General in Council has authorized the issue of 5 per cent. stock of the Dominion of Canada to a large amount.

And whereas, the Western Counties Railway Company, Province of Nova Scotia, through the Hon. P. C. Hill, the Secretary of the Province, has recently applied for permission to invest a portion of the subsidies and subventions of said Company, amounting to the sum of four hundred and eighty-nine thousand, five hundred and four pounds, two shillings and three pence sterling (£489,504 2s. 3d. stg.), in the 5 per cent. stock aforesaid, the same to be repaid by instalments of thirty-nine thousand pounds sterling (£39,000 stg.) per annum, including interest, during the period of twenty years from the first day of May, 1878, in order to constitute a guarantee fund for securing the payment during the period aforesaid, in manner hereinafter mentioned, of the interest of the 5 per cent. debentures of the said Company, amounting to the sum of seven hundred and eighty thousand pounds sterling (£780,000 stg.), authorized by and about to be issued pursuant to the Acts of the Legislature of the Province, 40 Vic., Chap. 71, and 41 Vic., in amendment thereof.

It is, therefore, ordered by His Excellency the Governor General, by and with the advice of the Queen's Privy Council for Canada, that on the said sum of four hundred and eighty-nine thousand, five hundred and four pounds, two shillings and three pence sterling (£489,504 2s. 3d. stg.) being deposited in the hands of the Receiver General of the Dominion, an adequate amount of the 5 per cent. stock aforesaid be appropriated and applied, and be from time to time redeemed, as may be required, for making the said payments of thirty-nine thousand pounds sterling (£39,000 stg.) per annum for twenty years, and that the same be paid half-yearly, on the first day of May and the first day of November in every year, during the said period of twenty years, in London, Eng., to such agent or agents, trustee or trustees as may be appointed by the Western Counties Railway Company for paying the interest coupons attached to the said debentures respectively; the first of such payments to be made on the first day of November, 1878, and all such payments to be made in British sterling money, free from all taxes and charges, local, British or otherwise, excepting only British income tax.

The Minister of Finance of the Dominion is hereby authorized and directed to make all proper arrangements for the carrying out of this Order.

(Signed)

W. A. HIMSWORTH,

*Clerk, Privy Council.*

(141)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties of Excise for the Dominion for the months of July, August, September, October, November, December, 1877, and the months of January, February and March, 1878.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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(141 A)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties for Stamps for the Dominion for the months of July, August, September, October, November, December, 1877, and the months of January, February and March, 1878.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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



(141 B)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;---A Return of all duties of Customs for the Dominion for the months of July, August, September, October, November, December, 1877, and the months of January, February and March, 1878.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

(141 c)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;---A Return of all duties of Customs for the Dominion for the months of July, August, September, October, November, December, 1876, and the months of January, February and March, 1877.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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

(141 D)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties for Stamps for the Dominion for the months of July, August, September, October, November, December, 1876, and the months of January, February and March, 1877.

By Command

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

(141 E)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties of Excise for this Dominion for the months of July, August, September, October, November, December, 1876, and the months of January, February and March, 1877.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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

(141 F)

**R E T U R N**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties of Excise for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1877, and the months of January, February and March, 1878.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

(141 G)

**R E T U R N**

To an ADDRESS of the SENATE, dated the 30th April, 1878;—A Return of all duties of Customs for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December 1877, and the months of January, February and March, 1878.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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

(141 H)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878 ;---A Return of all duties of Customs for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1876, and the months of January, February and March, 1877.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

(141 I)

**RETURN**

To an ADDRESS of the SENATE, dated the 30th April, 1878 ;---A Return of all duties of Excise for the City of St. John, New Brunswick, for the months of July, August, September, October, November, December, 1876, and the months of January, February and March, 1877.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 9th May, 1878.

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

**RETURN**

(141 j)

To an ORDER of the HOUSE OF COMMONS, dated 18th February, 1878 ;—For Return showing the Receipts for the Customs and Excise in British Columbia for the six months ending December 31st last ; also Return of the Customs and Excise collected on Stikine River for the same period ; also a Return of the Imports and Exports of the said Province for the same period ; also Return showing the Imports into the said Province of all Merchandise duty free or subject to Customs or Excise from the other Provinces of the Dominion, from and including 1871 to 31st December, 1877, setting forth the respective quantities and values the production and growth of Canada.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 25th April, 1878.

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RETURN showing Receipts of Customs Duties in British Columbia for Six Months, from 1st July, 1877, to 31st December, 1877.

Receipts of Customs Duties.	Amount of Duty Received.
	\$ cts.
Amount of Duties received in the Province of British Columbia from the 1st day of July, 1877, to the 31st day of December, 1877.....	214,944 87
<b>STICKEEN, B.C.</b>	
Amount of Customs Duties collected on the Stickeen River from the 1st day of July, 1877, to the 31st day of December, 1877.....	1,587 83

IMPORTS into the Province of British Columbia for the Six Months ending 31st December, 1877.

RECAPITULATION.

Articles.	Total Imports.		Entered for Home Consumption.		
	Quantity.	Value.	Quantity.	Value.	Duty Received.
		\$		\$	\$ cts.
Goods paying specific duty.....		180,757		214,556	68,712 17
do do and ad valorem.....		112,529		98,089	42,601 54
Goods paying 25 per cent.....		10,467		9,177	2,296 38
do 17½ do.....		477,004		540,820	94,638 76
do 10 do.....		47,218		47,214	4,721 38
do 5 do.....		36,697		39,491	1,974 67
Total dutiable.....		864,672		949,347	214,944 87
	Lbs.		Lbs.		
Free Goods.....		195,482		195,039	
Leaf Tobacco for Excise purposes.....	8,856	1,999	8,856	1,999	
		197,481		197,038	
Grand Total.....		1,062,153		1,146,385	214,944 87

CUSTOM HOUSE, VICTORIA, B.C.,  
9th April, 1878.

EXPORTS from the Province of British Columbia for the Six Months ending 31st December, 1877.

Articles.	The Produce of Canada.		
	Quantity.	Value.	Duty.
<i>The Mine.</i>			
Gold, in dust and bars.....		\$	\$ cts.
Coal.....	Tons. 66,342	819,184	331,710
<b>Total, Mine.....</b>		<b>1,150,894</b>	
<i>The Fisheries.</i>			
Salmon, canned.....	Lbs. 3,167,392	389,180	
do pickled.....	Brls. 2,492	18,673	
Herring, pickled.....	" 516	2,064	
Fish Oil.....	Galls. 6,752	2,098	
<b>Total, Fisheries.....</b>		<b>412,015</b>	
<i>The Forest.</i>			
Planks and Boards.....	M. Ft. 14,853,329	163,950	
Laths.....	Mille. 618	1,928	
Masts and Spars.....	Pieces 418	14,284	
Knees and Futtocks.....	" 8	56	
Shingles.....	Mille. 448	1,274	
<b>Total, Forest.....</b>		<b>181,492</b>	
<i>Animals and their Produce.</i>			
Furs, undressed.....	\$	87,294	
Hides and Skins.....	"	20,932	
Tallow.....	Lbs. 2,363	160	
Meats, preserved.....	" 4,700	600	
Wool.....	" 32,662	5,226	
<b>Total, Animals and their Produce.....</b>		<b>114,212</b>	
<i>Agricultural Products.</i>			
Cranberries.....	Brls. 77	462	

RECAPITULATION.

The Mine.....	1,150,894
The Fisheries.....	412,015
The Forest.....	181,492
Animals and their Produce.....	114,212
Agricultural Products.....	462
<b>Total, Produce of Canada.....</b>	<b>1,859,075</b>
<b>Total, Not Produce of Canada.....</b>	<b>19,351</b>
<b>Grand Total.....</b>	<b>1,878,426</b>

## PROVINCE OF BRITISH COLUMBIA.

## RETURN of Imports from the other Provinces of the Dominion.

Articles.	Quantity.	Value.	Total.
<i>From the 21st July, 1871, to 30th June, 1872.</i>		\$ cts.	\$ cts.
Agricultural Implements.....	Cases. 3	1,330 37	
Books, Printed, &c.....	" 1	40 00	
Boots and Shoes.....	" 68	7,202 90	
Butter.....	Lbs. 7,460	1,161 80	
Carriages.....	No. 4	600 00	
Cheese.....	Lbs. 664	59 76	
Clocks.....	Cases. 1	547 99	
Clothing.....	" 9	2,386 03	
Confectionery, &c.....	" 1	51 00	
Harness and Saddlery.....	" 4	853 03	
Hats.....	" 3	446 06	
* Leather, English Kip.....	Lbs. 249	143 40	
Leather.....	Rolls. 20	603 47	
Machinery.....	Cases. 2	308 50	
Oatmeal.....	Brls. 35	123 20	
Settlers' Effects.....	Cases. 29	3,080 00	
Sewing Machines.....	" 55	1,993 42	
Shoe Findings.....	" 1	145 55	
Stationery.....	" 1	355 19	
Woods, partially manufactured, for carriage building.....	" 9	222 73	
Woollens.....	" 1	560 12	
			22,214 52
<i>From 1st July, 1872, to 30th June, 1873.</i>			
Agricultural Implements.....	Cases. 402	3,614 73	
Alcohol.....	Galls. 300	469 91	
Books.....	Cases. 10	1,408 18	
Boots and Shoes.....	" 53	3,687 12	
Butter.....	Lbs. 18,871	4,255 60	
Carriages.....	No. 38	3,580 00	
Clothing, Woollen.....	Cases. 101	42,024 48	
Confectionery.....	" 18	542 08	
Crockery.....	" 1	100 00	
Dry Goods.....	" 8	2,838 42	
Firearms.....	" 4	200 00	
Glassware.....	" 1	7 06	
Hardware, Axes.....	" 10	297 00	
do Cutlery.....	" 2	100 00	
do Other.....	" 137	2,591 04	
Harness and Saddlery.....	" 24	1,201 17	
Hats.....	" 12	1,721 80	
Hosiery.....	" 1	56 00	
Leather, Sole and Upper.....	" 4	1,010 41	
Machinery.....	" 17	548 00	
Woodenware.....	" 6	366 63	
Packages.....	" 42	21 90	
Paintings.....	" 1	500 00	
Patent Medicines.....	" 25	1,020 00	
Sewing Machines.....	" 59	1,893 09	
Settlers' Effects.....	" 11	1,200 00	
Stationery.....	" 4	119 00	
Tobacco.....	" 720	230 40	
			75,604 08

\$7.17 duty charged being excess of British Columbia tariff over Canadian.



RETURN of Imports from the other Provinces of the Dominion—Continued.

Articles.	Quantity.	Value.	Total.
		\$ cts.	\$ cts.
<i>From 1st July, 1873, to 30th June, 1874.</i>			
Agricultural Implements.....	Cases. 130	2,807 55	
Books.....	" 5	363 95	
Boots and Shoes.....	" 1	31 55	
Butter.....	Lbs. 7,953½	1,794 46	
Brushes.....	Cases. 2	218 88	
Carriages..	No. 4	820 00	
Cheese.....	Lbs. 1,347	170 80	
Cigars.....	" 6	18 40	
Clocks.....	Cases. 6	1,028 55	
Clothing.....	" 83	27,965 97	
Confectionery.....	" 20	385 83	
Drugs.....	" 13	603 19	
Firearms.....	" 2	213 42	
Hams.....	Lbs. 228	24 86	
Hardware, Cutlery.....	Cases. 5	674 67	
do Other.....	" 2	118 33	
Harness and Saddlery.....	" 1	120 60	
Hats.....	" 26	2,504 37	
Hosiery.....	" 3	1,019 05	
Jewellery.....	" 1	954 84	
Lard.....	Lbs. 118	11 77	
Leather.....	Cases. 1	599 69	
Manufactures of Wood.....	" 3	80 00	
Mowing Machines, &c.....	" 26	1,017 50	
Musical Instruments.....	" 1	575 00	
Nails.....	Kegs. 63	414 14	
Oil, Coal.....	Galls.. 14,997	4,292 67	
Packages.....	\$ .....	15 00	
Patent Medicines, &c.....	Cases. 11	309 25	
Perfumery.....	" 1	60 04	
Photographs.....	" 1	128 00	
Plated Ware.....	" 4	802 82	
Sewing Machines.....	" 123	2,848 44	
Smallwares.....	" 5	342 08	
Spirits, Alcohol.....	Galls. 200	385 00	
do Whiskey.....	" 1,002½	300 75	
Settlers' Effects.....	Cases. 44	5,550 00	
Stationery.....	" 7	693 76	
Tobacco.....	Lbs. 4,306	1,234 36	
Tinware.....	Cases. 1	15 00	
Woolens.....	" 8	2,070 05	
Unenumerated Articles.....	" 34	1,484 58	
<b>FOR IMPROVEMENT OF STOCK.</b>			
Horses.....	No. 1	400 00	
Horned Cattle.....	" 3	600 00	
Sheep.....	" 4	125 00	
			66,104 17
<i>From 1st July, 1874, to 30th June, 1875.</i>			
Books, Printed, &c.....	Cases. 23	2,388 88	
Boots and Shoes.....	" 107	8,385 65	
Brooms and Brushes.....	" 2	98 00	
Butter.....	Lbs. 5,964	1,541 00	
Carriages.....	No. 15	2,743 00	

## RETURN of Imports from the other Provinces of the Dominion—Continued.

Articles.	Quantity.	Value.		Total.
		\$	cts.	\$ cts.
Cheese.....	Lbs. 12,032	1,604	00	
Clocks.....	Cases. 6	291	00	
Clothing.....	" 122	56,869	92	
Confectionery.....	" 5	379	00	
Drugs.....	Cases. 33	1,452	00	
Fancy Goods.....	" 60	4,736	54	
Hardware, Cutlery.....	" 4	449	00	
do Shovels.....	" 21	215	00	
do Nails.....	" 7	173	00	
do all Other.....	" 248	2,594	00	
Harness and Saddlery.....	" 1	309	00	
Hats.....	" 54	5,780	85	
Hosiery.....	" 2	297	50	
Leather.....	" 9	1,117	00	
Machinery.....	" 60	1,586	00	
Maps.....	" 6	466	00	
Musical Instruments.....	" 5	750	00	
Oil, Coal.....	Galls. 7,871	1,458	00	
Patent Medicines, &c.....	Cases. 21	773	00	
Plated Ware.....	" 7	650	00	
Settlers' Effects.....	" 115	8,677	00	
Sewing Machines.....	" 51	1,575	00	
Small Wares.....	" 2	222	00	
Spirits, Proof.....	Galls. 6,670	2,334	50	
Stationery.....	Cases. 11	660	75	
Telegraph Materials.....	" 33	798	96	
Tobacco.....	Lbs. 2,158	648	00	
Toys.....	Cases. 4	165	00	
Type.....	" 2	165	00	
Watches.....	" 1	75	00	
Woollens.....	" 3	2,384	80	
Unenumerated Articles.....	" 19	2,240	81	
				117,054 16
<i>From 1st July, 1875, to 30th June, 1876.</i>				
Agricultural Implements.....	Cases. 1	12	00	
Blacking.....	" 2	37	50	
Books, Printed, &c.....	" 10	932	51	
Boots and Shoes.....	" 47	3,720	77	
Brooms and Brushes.....	" 2	106	65	
Butter.....	Lbs. 8,816	2,263	15	
Carriages.....	No. 6	2,830	00	
Cheese.....	Lbs. 23,261	2,620	82	
Clocks.....	Cases. 22	684	62	
Clothing.....	" 147	46,943	52	
Confectionery.....	" 21	1,123	84	
Cottons.....	" 3	807	52	
Drugs.....	" 66	1,988	40	
Electro Plate.....	" 11	1,769	91	
Essences and Extracts.....	" 23	256	23	
Fancy Goods.....	" 39	4,047	01	
Firearms.....	" 5	725	29	
Glass Ware.....	" 4	126	95	
Hardware, Cutlery.....	" 11	1,189	78	
do Nails.....	" 20	60	00	
do Spades and Shovels.....	" 5	471	92	
do all Other.....	" 28	1,859	88	
Harness and Saddlery.....	" 2	278	00	

RETURN of Imports from the other Provinces of the Dominion—Continued.

Articles.	Quantity.	Value.	Total.
		\$ cts.	\$ cts.
Hats .....	Cases. 32	4,472 28	
Hosiery .....	" 7	2,023 89	
Hose and Tubing .....	" 3	1,303 00	
Leather .....	" 9	2,135 46	
do Manufactures of .....	" 6	322 27	
Linen .....	" 1	195 38	
Machinery .....	" 94	3,101 00	
Maple Sugar .....	" 4	37 70	
Manufactures of India Rubber .....	" 1	1 90	
Patent Medicines, &c. ....	" 49	1,471 90	
Pefumery .....	" 18	748 34	
Photographs .....	" 1	56 00	
Pianos .....	" 1	250 00	
Sewing Machines .....	" 45	1,467 75	
Settlers' Effects .....	" 29	3,319 00	
Spirits, Alcohol .....	Galls. 320	450 00	
* do Proof .....	" 6,240	2,184 00	
Stationery .....	Cases. 33	3,036 99	
Telegraph Material .....	" 174	1,095 84	
† Tobacco .....	Lbs. 26,217 <sup>†</sup>	9,154 85	
† do .....	" 1,455	734 00	
Tobacco Pipes .....	Cases. 2	100 00	
Toys .....	" 1	71 80	
Woolens, Flannels .....	" 4	1,053 76	
do Other .....	" 10	2,520 75	
Unenumerated Articles .....	" 208	13,571 00	
			129,735 13
<i>From 1st July, 1876, to 30th June, 1877.</i>			
Agricultural Implements .....	Cases. 2	62 82	
Books, Printed, &c .....	" 16	1,503 43	
Boots and Shoes .....	" 282	24,447 38	
Brooms and Brushes .....	" 4	505 25	
Butter .....	Lbs. 12,300	2,860 80	
Carriages .....	No. 4	936 00	
Cheese .....	Lbs. 16,629	2,053 50	
China .....	Cases. 2	221 18	
Clothing, Woollen .....	" 161	56,787 33	
Cotton Clothing .....	" 5	716 94	
do Other .....	" 7	568 29	
Confectionery .....	" 8	439 56	
Drugs .....	" 29	1,268 14	
Earthenware .....	" 2	196 09	
Essences and Extracts .....	" 6	124 80	
Fancy Goods .....	" 140	7,101 06	
Firearms .....	" 2	159 70	
Fire Extinguishers .....	" 6	281 75	
Fish Hooks, Nets, &c .....	" 1	450 95	
Furs, Manufacturers of .....	" 6	1,249 08	
Glass Ware .....	" 23	819 31	
Hams .....	" 1	20 00	
Hardware, viz.: Axes .....	" 21	201 50	
do Cutlery .....	" 45	2,449 25	
do Edge Tools .....	" 10	618 75	
do Spades and Shovels .....	" 10	368 85	
do all Other .....	" 24	1,697 01	

\* Excise Duty payable in British Columbia.

† Excise Duty paid in Eastern Canada.

RETURN of Imports from the other Provinces of the Dominion—Continued.

Articles.	Quantity.	Value.		Total.
		\$	cts.	\$ cts.
Harness and Saddlery .....	Cases. 3	850	00	
Hats .....	" 47	6,008	95	
Hosiery .....	" 3	658	47	
Leather .....	" 8	3,210	22	
do Manufactures of.....	" 2	165	97	
Machinery.....	" 8	782	07	
Maple Sugar.....	" 1	7	50	
Patent Medicines, &c. ....	" 57	2,316	10	
Pianos .....	" 4	1,040	00	
Perfumery .....	" 15	729	90	
Pictures .....	" 2	20	00	
Plated Ware .....	" 9	1,032	27	
Sewing Machines .....	" 114	3,340	21	
Settlers' Effects .....	" 16	951	00	
Spirits, Alcohol .....	Galls. 656 <sup>80</sup> / <sub>100</sub>	738	99	
do Proof .....	" 6,241	2,184	35	
Small Wares .....	Cases. 7	394	04	
Stationery.....	" 22	2,695	79	
*Tobacco.....	Lbs. 47,842	13,604	76	
† do .....	" 396	224	00	
do Pipes .....	Cases. 4	353	69	
Toys .....	" 11	1,100	27	
Watches .....	" 1	30	00	
Woodenware .....	" 6	344	17	
Woollens, Flannel.....	" 1	209	45	
do Other .....	" 6	691	28	
Unenumerated Articles .....	" 122	6,621	83	
IMPROVEMENT OF STOCK.				
Bulls .....	No. 2	500	00	
Heifers .....	" 8	1,600	00	
Swine .....	" 3	100	00	
Sheep.....	" 8	200	00	
				160,814 00
From 1st July, 1877, to 20th December, 1877.				
Belting.....	Cases. 2	148	36	
Blue Stone .....	" 1	20	00	
Boots and Shoes.....	" 76	6,933	30	
Butter .....	Lbs. 4,638	890	61	
Carriages .....	No. 1	205	00	
Cheese.....	Lbs. 16,048	2,176	71	
Churns.....	Cases. 1	10	00	
Clothing, Woollen .....	" 56	18,597	20	
Confectionery.....	" 11	781	80	
Cotton Canvas .....	Yds. 2,683	360	94	
Drugs .....	Cases. 2	79	57	
Firearms.....	" 1	135	20	
Glass Ware.....	" 21	506	73	
Hardware, viz.: Axes .....	" 11	103	50	
do Outlery.....	" 2	228	00	
do Edge Tools .....	" 9	709	78	
do Spades, &c.....	" 40	266	50	
do Other.....	" 7	738	34	

\* Excise Duty payable in British Columbia.

† Excise Duty paid in Eastern Canada.

RETURN of Imports from the other Provinces of the Dominion—*Concluded.*

Articles.	Quantity.	Value.		Total.
		\$	cts.	\$ cts.
Harness and Saddlery .....	Cases.	3	783 27	
Hats .....	"	11	1,080 75	
Machinery .....	"	22	1,114 68	
Organs .....	"	13	1,205 85	
Patent Medicines, &c.....	"	66	1,554 41	
Perfumery .....	"	6	321 23	
Seeds, other than Cereals.....	"	12	152 45	
Sewing Machines .....	"	118	2,564 40	
Settlers' Effects .....	"	19	628 50	
*Spirits, Whiskey, Proof.....	Galls.	581 $\frac{1}{2}$	396 78	
Stationery .....	Cases.	3	85 00	
*Tobacco .....	Lbs.	30,912 $\frac{1}{2}$	9,510 41	
† do .....	"	651	342 98	
Wire Rope.....	Feet.	80	21 60	
Woollens .....	Yds.	2,304	805 86	
Unenumerated Articles.....	Cases.	194	3,792 73	
				57,162 44
<b>Total Imports from the other Provinces.....</b>				<b>628,688 50</b>

\* Excise Duty payable in British Columbia.

† Excise Duty paid in Eastern Canada.

J. JOHNSON,  
*Commissioner of Customs.*CUSTOMS DEPARTMENT,  
OTTAWA, 22nd April, 1878.

## RETURN

(No. 142.)

To an ADDRESS of THE SENATE, dated 11th April, 1878;—For a Return of all Duties of Excise for this Dominion for July, August, September, October, November and December, 1877; and for January, February and March of 1878, as well as the months of April, May and June of 1877.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,

OTTAWA, 17th April, 1878.

RETURN of Duties of Excise \*for the Dominion for the months of April, May, June, July, August, September, October, November and December, 1877, and for the months of January, February and March, 1878.

	Spirits.	Tobacco.	Malt.	Petroleum.	Bonded Factories.	Malt Liquor.	Totals.
	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.	\$ cts.
1877—April.....	161,542 28	108,516 90	44,245 32	1,051 49	1,830 69	.....	317,186 68
May.....	207,968 53	136,092 05	33,554 84	598 38	3,742 54	.....	381,946 34
June.....	162,287 86	132,685 16	32,346 82	514 19	2,758 61	.....	320,602 64
July.....	199,085 37	109,793 16	18,439 40	607 10	3,178 49	.....	331,103 52
August.....	203,852 54	129,716 23	20,021 72	572 91	3,061 11	7 20	357,224 51
September.....	243,141 13	145,010 23	26,499 84	889 44	3,276 87	3 44	418,817 51
October.....	255,685 71	165,913 80	54,608 60	1,253 95	3,962 89	.....	481,324 95
November.....	339,798 17	162,266 51	59,484 82	824 65	3,415 43	.....	665,779 58
December.....	247,373 36	119,983 69	57,244 42	686 24	2,315 26	.....	427,602 97
1878—January.....	199,444 05	105,907 50	54,908 58	345 26	2,273 64	.....	362,879 03
February.....	411,568 29	135,457 25	53,705 69	369 25	2,228 99	.....	603,329 47
March.....	115,232 53	96,687 76	65,723 24	227 75	2,831 04	.....	280,692 32
Totals.....	2,746,959 82	1,538,030 24	510,783 29	7,940 61	34,775 56	10 64	4,838,560 16

\*Exclusive of License Fees, which amount to \$22,925.

# RETURN

(143)

To an ADDRESS of THE SENATE dated 3rd May, 1878;—For copies of the Bill of Complaint and the Decree in the suit of Her Majesty's Attorney General for Canada *versus* Haws, now pending in the Chancery Division of the High Court of Justice in England, and of the Reports or letters from the solicitors in England in charge of the case to the Department of Justice, showing the results so far of the proceedings in the suit.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 7th May, 1878.

[1875.—A. No. 67.—Filed 17th June, 1875.]

## IN CHANCERY.

MASTER OF THE ROLLS.

(Folios 40.)

BETWEEN HER MAJESTY'S ATTORNEY GENERAL FOR CANADA,  
*Plaintiff,*

*and*

JOHN HAWS AND RICHARD C. HAWS,

*Defendants.*

BILL OF COMPLAINT.

To the Right Honorable Hugh MacCalmont, Baron Cairns, of Garmoyle, in the County of Antrim, Lord High Chancellor of Great Britain,

HUMBLY COMPLAINING—

Sheweth unto His Lordship the Honorable Téléspore Fournier, of Ottawa, in the Province of Ontario, and Dominion of Canada, Her Majesty's Attorney General for Canada, the above named Plaintiff, as follows:—

1. By an Imperial Act of Parliament, entitled "The British North America Act, 1867," and by a Canadian statute duly passed in the 31st year of the reign of Her Majesty Queen Victoria, entitled "An Act respecting the construction of the Intercolonial Railway," the Government of Canada were authorized to construct a railway connecting the River St. Lawrence with the City of Halifax, in Nova Scotia, such railway to be called the Intercolonial Railway, and by the last-mentioned Act it was enacted that the said railway should be a public work belonging to the Dominion of Canada.



2. Under and by virtue of a Canadian statute, duly made and passed in the 31st year of the reign of Her Majesty Queen Victoria, entitled "An Act respecting the Public Works of Canada," and also under the express authority and direction of the Governor in Council, this present suit is properly instituted in the name of the plaintiff as Her Majesty's Attorney General for Canada, and the plaintiff is duly authorized to represent the Government and Dominion of Canada for all purposes of this suit.

3. In pursuance of the said Act of Parliament and statute in that behalf, the Government of Canada proceeded with and completed the construction of the said Intercolonial Railway.

4. For the purposes of the construction of such railway, the Government of Canada employed the General Superintendent of the railway, Mr. Lewis Carvell, to give the necessary orders on their behalf, and the said Mr. Lewis Carvell, acting on behalf of the said Government in the years 1872 and 1873, ordered the firm of John Haws & Co., of Liverpool, Ship and Insurance Brokers and Commission Merchants, as agents of the said Government at Liverpool, to purchase for the said Government large quantities of steel rails, amounting in the whole to 6,010 tons.

5. The defendants are brothers, and were at the date of the transactions herein-after mentioned, and as the plaintiff believes still are, jointly interested as partners in the said firm of John Haws & Co., and the business and profits thereof, and they jointly shared in and took the benefit of the profits, emoluments and advantages which they improperly obtained while acting as the agents of the said Government, and which it is the object of this suit to recover.

6. The first order was given to the said firm of John Haws & Co. by the said Mr. Carvell in writing in the month of August, 1872, for 500 tons, and the residue, amounting in the whole to 5,510 tons, was ordered from the defendants by the said Mr. Carvell during a visit of the said Mr. Carvell to England in the month of February, 1873. The instructions given by the said Mr. Carvell, acting on behalf of the Government of Canada, to the defendants were that the said defendants should obtain the said steel rails, and that they should purchase the same for the said Government on the best terms possible, for which services it was agreed that the defendants should charge the Government a commission of 2½ per cent., and the defendants on these terms agreed to become and did become the agents of the said Government for the purchase of the said rails.

7. In pursuance of and in professed accordance with these instructions, the defendants obtained for the said Government 6,010 tons of steel rails, which rails were shipped by them to Canada in the manner following, that is to say:—

	Tons.	Cwt.	Qr.	Lbs.
By the ship "Gustof Adolph".....	481	3	0	5
"    "Trenmore".....	481	5	3	2
"    "Richmond".....	37	11	0	21
"    "Richmond".....	1,000	12	3	7

and by certain other vessels further shipments of steel rails, being the residue of the said total quantity of 6,010 tons.

8. The rails comprised in the first four above mentioned shipments were as appeared by invoices sent out by the defendants and charged by them to the Government of Canada at the rate of £17 per ton, and the amounts charged by the defendants to the said Government at the prices aforesaid, together with the defendants' commission, were paid by the said Government to the defendants.

9. In the month of February in the present year, in consequence of a report which had been made by Mr. Brydges, the General Superintendent of Government Railways in Canada, as the result of his inspection of the said line of railway, an enquiry was set on foot by the said Government, and a sub-committee appointed to investigate certain charges made by the said Mr. Brydges in his report.

10. It now appears (as the fact is) that the defendants did not, in fact, charge

the said Government with the sums which the defendants themselves paid for the said rails; but that the defendants purchased them at lower prices, and, in fact, paid less for them than the sums which they charged against and obtained from the Government; and the defendants, without the sanction or knowledge of the said Government, retained the difference for their own benefit. In particular the rails per "Gustof Adolph," "Trenmore," and "Richmond," for which the defendants charged the said Government £17 per ton, were manufactured by Messrs. Guest & Co., and by them sold to Messrs. Clews, Habicht & Co., as to the two former shipments, and the 37 tons per "Richmond," at the price of £15 per ton, payable by six months' acceptance; and as to the 1,000 tons per "Richmond," at £14 10s. cash, and the whole of the said shipments, making 2,000 tons in all, were resold by the said Messrs. Clews, Habicht & Co., through Messrs. Austin & Co., of Gracechurch Street, Brokers, to the defendants, or to the defendant, Richard C. Haws, on their behalf, at the price of £15 15s. per ton, cash, free on board, at Cardiff, which sum of £15 15s. was the price which the defendants, in fact, paid for the said rails.

11. Moreover, 500 tons of the said rails, which were obtained by the defendants for the said Government in the year 1873, and were charged for by the defendants to the said Government, and were paid for by the said Government, to the defendants at the rate of £16 12s. per ton, were manufactured by the Ebbw Vale Company, and sold by them through Messrs. Illius A. Timmis & Co., of Manchester, at £15 12s. 6d. per ton, cash, and the defendants ought to set forth what price they, in fact, paid for the said rails.

12. Moreover, 1,760 tons of the said rails, supplied by the defendants to the Government in the year 1874, were manufactured by the Mersey Steel and Iron Company, Limited, and were purchased by the defendants direct from the said Mersey Steel and Iron Company, per Mr. James Simpson, at the price of £14 17s. 6d. per ton. For these rails the defendants charged against, and received from, the said Government of Canada, £15 15s. per ton.

13. The remaining 1,750 tons were manufactured by Messrs. Bolckow, Vaughan, & Co., Limited, and were supplied through the defendants to the Government of Canada, in the year 1874, and the price of £15 10s. charged for these rails by the defendants to the Government was accordingly paid by the Government to the defendants.

14. Moreover, in the year 1872, the defendants' said firm of John Haws & Co., were, as such agents as aforesaid, entrusted with a commission for the purchase of a lightship, to be placed at the entrance of Halifax Harbour, and the same was accordingly supplied, and the sum of £6,831 18s. 3d. in all, was charged by them to the said Government, and paid by the said Government to them for the same, according to an invoice made out and delivered by the defendants to the said Government, and which invoice was as follows:—

"LIVERPOOL, 9th July, 1873.

"Invoice of iron Lightship, Halifax, shipped by J. Haws & Co., for and on account of the Marine and Fisheries Department, Government of Canada,

"Sailed for Halifax, N.S., 28th June, 1873.

	£	s.	d.	£	s.	d.
" Paid Messrs. Richardson, Duck & Co., as per contract, for Lightship.....	6,100	0	0			
" Paid Messrs. Richardson, Duck & Co., for extras .....	85	1	7			
" Paid Messrs. Richardson, Duck & Co., for disbursements.....	74	3	2			
" Paid Robertson, Crowe & Co., for stores for voyage.....	49	19	11			
	<hr/>			6,309	4	8

## " CHARGES.

" Telegram to Ottawa .....	4	4	0
" Insurance as per account.....	141	15	0
" Postages, Telegrams and sundry petty expenses.....	1	5	4
" Superintending building and expenses....	60	0	0
" Commission on £6,309 4s. 8d. at 5 per cent. ....	315	9	3
			<u>522 13 7</u>
			<u>£6,831 18 3</u>

" E. &amp; O. E.

" JOHN HAWS &amp; CO.

" Liverpool, 9th July, 1873."

15. The plaintiff charges that in respect of all the purchases and transactions hereinbefore mentioned, the prices charged by the defendants to the said Government of Canada in respect of the said rails and other things were not in fact paid by them, but that they made a profit thereout, or obtained allowances or emoluments in respect thereof above their commission so allowed to them as aforesaid, and the same will appear if the defendants will set forth, and they ought to set forth, what prices and sums of money they contracted and agreed to pay and did pay for the same respectively, and to whom, and what profits, emoluments or allowance they, or either of them, received or obtained from or in respect of each of such purchases and transactions, and the dates and full particulars of all such contracts, payments, dealings and transactions as aforesaid.

16. The defendants were the agents of the said Government of Canada in the purchases and transactions hereinbefore mentioned, and were paid by the said Government a commission for their services in these purchases and transactions as such agents, and it was their duty as such agents to purchase the said rails and the other matters and things hereinbefore mentioned on the terms most for the benefit of the said Government, who were their employers, and the defendants were not at liberty to retain as they have done for themselves any profit, emolument and advantages beyond their commission.

17. The Government of Canada was not in any way aware that the defendants had obtained or retained any such profit or advantage for themselves as aforesaid until after the report and enquiry so made and instituted as aforesaid, and has not in any way authorized or sanctioned such retainer by the defendants.

18. The plaintiff submits that the defendants ought to account to the plaintiff, as representing the Government of Canada, for all profits, emoluments and benefits so made and received or retained by them as aforesaid, and to pay over the same.

## [PRAYER.]

The Plaintiff prays as follows :—

1. That it may be declared that the defendants were not entitled to receive for their own benefit, and are not entitled to retain any profits, emoluments or allowances for or in respect of the purchases and transactions so made and entered into by them as agents for the Government of Canada as aforesaid, other than and except their commission, and that they ought to account to the plaintiff, as representing the Government of Canada for all such profits, emoluments or allowances as aforesaid.

2. That an account may be taken of the receipts and payments of the defendants as such agents as aforesaid, and that in taking such account the defendants may be charged with all profits, emoluments and allowances made or received by them or either of them over and above their commission, with interest thereon at five per cent., and that the defendants may be ordered to pay over to the plaintiff, on behalf of the Government of Canada, the moneys which shall be found due from them or either of them in taking such account.
3. That for the purposes aforesaid all necessary and proper directions may be given, accounts may be taken and enquiries made.
4. That the defendants may be ordered to pay the costs of this suit.
5. That the plaintiff may have such further or other relief as the nature of the case may require.

FREDK. C. J. MILLAR.

**NAMES OF DEFENDANTS.**

The defendants to this Bill of Complaint are—

JOHN HAWS and  
RICHARD C. HAWS.

NOTE.—This Bill is filed by Messieurs Bischoff, Bompas & Bischoff, of Number 4, Great Winchester Street, in the City of London, plaintiffs solicitors.

[1875.—A. No. 67.—Filed 17th June, 1875.]

IN CHANCERY.

MASTER OF THE ROLLS.

(Folios 40.)

HER MAJESTY'S ATTORNEY GENERAL FOR CANADA

v/s.

HAWS.

BILL OF COMPLAINT.

**VICTORIA R.**

To the within-named Defendants, John Haws and Richard C. Haws, greeting:

We command you and each of you that within eight days after service hereof on you, exclusive of the day of such service, you cause an appearance to be entered for you in Our High Court of Chancery to the within Bill of Complaint of the within-named Her Majesty's Attorney General for Canada, and that you observe what our said Court shall direct.

Witness Ourselves at Westminster this 17th day of June, in the thirty-eighth year of Our reign.

NOTE.—If you, the above-named, fail to comply with the above directions, the plaintiff may enter an appearance for you, and you will be liable to be arrested and imprisoned, and to have a decree made against you in your absence.

Appearances are to be entered at the Record and Writ Clerk's Office, Chancery Lane, London.

BISCHOFF, BOMPAS & BISCHOFF,  
4, Great Winchester Street.

Waterlow & Sons, Printers, Great Winchester Street, E.C.

4 GREAT WINCHESTER STREET,  
LONDON, 10th April, 1877.

*Attorney-General for Canada vs. Haws.*

DEAR SIR,—We wrote you on the 1st February last, informing you of the progress we made in this suit. We now have the pleasure to inform you that on the 19th March the cause was heard, and we obtained the decree of which the enclosed is a copy.

By this decree you will observe the Court make a declaration that John Haws was not entitled to receive for his own benefit, or to retain any profits in respect of the transactions, entered into by him or his firm of John Haws & Co., as agents for the Government, other than his commission. The decree then goes on to order John Haws on or before the 19th April, 1877, to pay the sum of \$4,040 (which we had traced had come to his hands) over and above his commission. It then contains an order that an account of John Haws' receipts and payments, as agent for the Government should be taken, and further, that he is to pay the costs of the suit.

A copy of this decree has been served upon the solicitor who appeared for John Haws, but no clue has been obtained by us as to the defendant's whereabouts.

We shall be glad to have your instructions, whether you think it is worth while to incur any further expense in endeavouring to get the account taken, or whether we should let the suit now stand in abeyance, until either John Haws comes to this country, or information be obtained that he has settled elsewhere.

The last information we obtained as to his whereabouts was in November last, that he was trading somewhere in the southern seas; possibly you, through some of your agents or otherwise, may be able to obtain some clue to his movements, if so, you will inform us. The decree can be put in force against him at any time.

Requesting the favour of your instructions.

We are, dear Sir,  
Yours faithfully,

(Signed) BISCHOFF, BOMPAS & BISCHOFF.

Z. A. LASH, Esq.,  
Deputy Minister of Justice,  
Ottawa.

[1875, A. 67.]

IN THE HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

(*Master of the Rolls.*)

MR. MERIVALE,  
*Registrar.*

Morday, the 19th day of March, 1877.

Between HER MAJESTY'S ATTORNEY-GENERAL FOR CANADA,  
AND  
JOHN HAWS, RICHARD CALVERT HAWS, (since dismissed)  
*Plaintiff.*  
*Defendants.*

This cause coming on for trial this day, before this Court, in the presence of Counsel for the plaintiffs, no one appearing for the defendant, John Haws, although he was duly served with notice of trial, as by the affidavit of Henry Thomas Johnson, filed the 13th February, 1877, appears upon reading an Order, dated the 8th December, 1876, whereby it was ordered, that pursuant to the 22nd section of the Supreme Court of Judicature Act, 1873, this cause was to proceed under the practice in use in the High Court of Chancery, prior to November, 1875, an Order dated the 19th January, 1877, whereby it was ordered that the Plaintiff's amended Bill should

be taken *pro confesso* against the defendant John Haws at the hearing of this cause, and the Plaintiff's amended Bill duly stamped by the Record and Writ Clerk, under the provisions of the general order of the 13th July, 1861,—this Court doth order that the Plaintiff's Amended Bill be taken *pro confesso* against the defendant John Haws, and this Court doth declare that defendant John Haws was not entitled to receive for his own benefit, and is not to retain any profits, emoluments or allowances for or in respect of the purchases and transactions made and entered into by him or his firm of John Haws & Co., as agents for the Government of Canada in the amended Bill mentioned, other than and accept his commission, and the defendant ought to account to the plaintiff as representing the Government of Canada for the sum of four thousand and forty pounds, and all other such profits, emoluments or allowances as in the amended Bill mentioned, and this Court doth Order that the defendant, John Haws, do, on or before the 19th day of April, 1877, pay to the plaintiff on behalf of the Government of Canada, the sum of four thousand and forty pounds, so received by him as in the amended Bill mentioned in respect of profits upon the shipments per "Gustof Adolph," "Trenmore" and "Richmond," and upon the rails manufactured by the Mersey Steel and Iron Company, limited, and mentioned in the twelfth paragraph of the amended Bill. And it is ordered that the following accounts be taken videlicet.

An account of the receipts and payments in respect of transactions other than those to which the said four thousand and forty pounds relate, of the defendant and his said firm as such agent as aforesaid, and in taking such account the defendant is to be charged with all profits and emoluments and allowances made, or received by him over and above his commission, with interest thereon, at five per cent.

And it is ordered that the defendant, John Haws, do pay to the Plaintiff, Her Majesty's Attorney General for Canada, his costs of this suit up to and including the hearing, to be taxed by the Taxing Master, and it is ordered that the further consideration of this cause and the subsequent costs be reserved, and either party is to be at liberty to apply as he may be advised.

R. M.

Entered G. L. for E. A.

[Register Office, L.S.]

(Extract.)

4 GREAT WINCHESTER STREET,  
LONDON, 15th November, 1877.

*Attorney General for Canada vs. Haws.*

DEAR SIR,—Since our last letter we have been making investigations into the dealings of John Haws & Co. as instructed in your letter of the 25th May last, and the result of those investigations at present is, that we have traced a further sum of £360 to John Haws and not accounted for by him to the Government. It seems that 500 tons of rails manufactured by the Ebbw Vale Company, and sold by them through Messrs. Timmes & Co., at Manchester, to the defendant, and for which the defendant charged the Government £16 12s. 0d. per ton, were sold by Messrs Timmes & Co. to the defendant for £16 per ton, so that John Haws obtained a profit of 12s. per ton, making upon the 500 tons £300.

Both Messrs. B. & Co. and Messrs. R. & Co. refuse to give any information whatever, and we apprehend that considerable expense will be incurred and delay will ensue before we can ascertain the real facts of the case, so far as they are concerned.

Waiting your promised remittance,

We are, dear Sir,

Your faithful servants,

BISCHOFF, BOMPAS & BISCHOFF.

Z. A. LASH, Esq.,

Deputy Minister of Justice, Ottawa, Ontario.

4 GREAT WINCHESTER STREET,  
LONDON, 30th March, 1878.

*Attorney General for Canada vs. Haws.*

DEAR SIR,—We wrote you on the 15th November last, among other things, informing you that up to that time we had traced that John Haws had made a profit of £300 upon the transaction of 500 tons of rails manufactured by the Ebbw Vale Company.

As stated in that letter, Messrs. R. & Co. and B. & Co. persisted in their refusal to give the information voluntarily, and we have had to examine the parties representing those houses of business before the examiner of the Court of Chancery.

The result of the examination of Mr. S. (representing the firm of Messrs. R. & Co.) has been to disclose that John Haws made a concealed profit of £780 out of the transaction of the lightship called "The Halifax."

The London Agent of B. & Co. has been examined, and the result of his examination has been to show that Haws purchased through a firm of Messrs. S., of London and Liverpool, 1,460 tons of steel rails at £14 7s. 6d. per ton, whereas he charged the Government at the rate of 15 guineas per ton, thus making a profit upon this transaction of £2,470. It is possible there may have been some brokerages at Liverpool, but we may safely say that John Haws made a profit of upwards of £2,000 upon the transaction.

The examination of Mr. S. has disclosed that he was aware that John Haws was acting as agent of the Government of Canada, and that he was party to Haws deceiving the Government in the matter, and we considered it our duty to take the opinion of our Counsel as to whether, under that state of circumstances, the Government had any remedy as against Messrs. R. & Co.

Enclosed we beg to send you copy of the joint opinion of J. Chitty, Q.C., and J. Millar, our Counsel, and from which you will see they consider that firm have rendered themselves liable to recoup to the Government the sum of £780 improperly allowed to John Haws & Co.

We shall be glad to know whether we have your instructions to proceed against this firm.

We have made particular enquiry of Messrs. S. as to whether they were aware that Haws was acting as agent of the Government. They, however, deny all knowledge of this, and at present we do not see that we have any right as against them.

We are proceeding to get a formal certificate from the officers of the Court that Haws is liable to pay to the Government the sums of concealed profit we have ascertained he has made. There is, however, we believe, no chance of getting anything out of him; the last we have heard of him is that he is somewhere in the South Seas.

We shall be glad of your further instructions as to proceeding against Messrs. R. & Co., and making further investigations as to the other parties implicated in these transactions, and we have the honor to be,

Dear Sir,

Your faithful servant,

(Signed) BISCHOFF, BOMPAS & BISCHOFF.

Z. A. LAST, Esq.,  
Deputy Minister of Justice, Ottawa.

(144)

**R E T U R N**

To an ORDER of the HOUSE OF COMMONS, dated 27th March, 1878;—For copy of correspondence in relation to closing Muir Post Office; correspondence in relation to dismissal of Charles Lilley as Postmaster in London East, and the appointment of Mr. Mills as Postmaster in his stead, &c.

By Command.

R. W. SCOTT

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 8th May, 1878.

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(145)

**R E T U R N**

To an ADDRESS of the HOUSE OF COMMONS, dated 1st May, 1878;—For copy of all correspondence, &c., in reference to the change of Mail route between Great Village and Five Islands *via* Portapique Mountain, County of Colchester.

By Command.

R. W. SCOTT,

*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 8th May, 1878.

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



(146)

## RETURN

To an ORDER of the HOUSE OF COMMONS, of the 1st instant;—For the Return of the original papers made and signed by the Deputy Heads of the different Public Departments purporting to be made in obedience to the Order of this House of the fifth day of March, 1877, as follows:—The names of persons appointed to office between the 1st of January and the 7th of November, 1873, the names of the officials whose salaries were increased during the same period; the names of those so appointed whose appointments were cancelled subsequent to the 7th of November. A statement shewing whether the positions which were filled up by those whose appointments were cancelled have remained unfilled or have been since filled up—and if so when and by whom—and whether the salaries of those officials which were increased during the period named have been since reduced or increased, and shewing the reduction or increase in each office respectively.

By Command.

R. W. SCOTT,  
*Secretary of State.*

DEPARTMENT OF THE SECRETARY OF STATE,  
OTTAWA, 10th May, 1878.

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