

Yp4, 5.

53112.146660

APPENDIX, No. 4,

TO THE

TENTH VOLUME.



APPENDIX TO THE TENTH VOLUME

OF THE

JOURNALS

OF THE

LEGISLATIVE ASSEMBLY

OF THE

PROVINCE OF CANADA.

FROM the 20th DAY of MAY to the 30th DAY of AUGUST,

BOTH DAYS INCLUSIVE,

And in the Fourteenth & Fifteenth years of the Reign of our Sovereign Lady

QUEEN VICTORIA.

BEING THE 4th SESSION OF THE 3rd PROVINCIAL PARLIAMENT OF CANADA.

SESSION, 1851.

Printed by the Order of the Legislative Assembly.

ROLLO CAMPBELL, PRINTER—GARDEN STREET—QUEBEC.

R E T U R N

TO AN ADDRESS OF THE HOUSE OF ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 23rd July, 1851; for "Copies of all Correspondence that has taken place between Her Majesty's Government and this Province, on the subject of the Act of this Legislature authorizing a private Company to construct a Railway between Halifax and Quebec."

By Command.

J. LESLIE,
Secretary.

SECRETARY'S OFFICE,
28th July, 1851.

(Copy.)—No. 348.

DOWNING STREET,
18th April, 1849.

MY LORD,

I have received from Mr. Josiah Timmis, a letter, dated Montreal, 14th March last, bringing under my consideration an application which has been made by the Canada, New Brunswick, and Nova Scotia Railway Company, for the grant of three millions of acres of Crown Land in the Province of New Brunswick.

This communication has been sent to me from the Colony by the writer, and has not been transmitted through you, according to the established rule of Colonial correspondence; I have therefore to desire that you will inform the writer that his letter cannot be noticed for this reason, and that if he wishes the case to be considered, it is necessary that he should forward a fresh application through you in the regular manner, which will enable the Secretary of State to receive, at the same time, those explanations and remarks from the Governor, without which no decision can be adopted.

I have, &c.,

(Signed,) GREY.

The Earl of
ELGIN and KINCARDINE,
&c., &c., &c.

(Copy.)—No. 83.

GOVERNMENT HOUSE,
Montreal, 1st July, 1849.

MY LORD,

With reference to Your Lordship's Despatch, No. 348, I have the honor to forward a letter [10th May] addressed to your Lordship by Mr. Josiah Timmis, requesting the aid of the Imperial Government on behalf of the Canada, New Brunswick, and Nova Scotia Railroad Company, and a copy of a Report

of the Executive Council [30th June] on the subject.

I have, &c.,

(Signed,) ELGIN AND KINCARDINE.

To the Right Honorable
Earl GREY,
&c., &c., &c.

EXTRACT of a Report of a Committee of the Honorable the Executive Council on Matters of State, dated 30th June, 1849, approved by His Excellency the Governor General in Council on the same day.

Upon Your Excellency's reference of certified copies of certain documents deposited with the Commissioner of Crown Lands, on 20th June instant, by Mr. Josiah Timmis, Secretary of the Provisional Committee of the Canada, New Brunswick, and Nova Scotia Railroad Company, the Report of the Law Officers of the Crown on the same, and a letter from Mr. Timmis to Earl Grey of the 10th May last, also laid before the Committee by Your Excellency's command, the Committee beg leave to report:

That it appearing that the deposit of the documents referred to was not a sufficient compliance with the requirements of the Act of 10 & 11 Vic., cap. 122, and that the Charter of the said Company has in consequence been forfeited, the Committee recommend that Mr. Timmis be informed of the same.

As respects the letter of Mr. Timmis to Earl Grey, the Committee, while they retain the opinion formerly expressed of the importance of this work in a national point of view, entertain but small hopes of its being undertaken with any prospect of success, unless Her Majesty's Government shall be induced to recommend it to the favorable consideration of the Imperial Parliament. The Committee would therefore beg leave to refer to their former approved Minutes of the 24th June and 20th December last, on this subject, and also to the Act of last Session (12 Vic.,

Appendix
(A.A.A.)

29th July.

cap. 29). By this Act provision is made, that if Her Majesty's Government shall undertake the construction of the said Railroad, either directly or through the instrumentality of a private Company, it shall be lawful for the Governor in Council, on behalf of the Province, to undertake to pay yearly, in proportion as the work advances, a sum not exceeding £20,000 Sterling towards making good the deficiency (if any) in the income from the Railway, to meet the interest of the sum expended upon it, and to place at the disposal of the Imperial Government all the ungranted lands within the Province, lying on the line of the Railway to the extent of ten miles on each side thereof, and to undertake to obtain, pay for and place at the disposal of the Imperial Government, all the land required within the Province for the line of the Railway and for proper termini,—such is the extent to which the Province has agreed to assist the undertaking, and such the condition upon which alone it has consented to do so.

Certified.

(Signed,) J. JOSEPH,
C.E.C.To the Honorable
The Provincial Secretary.

No. 399.

DOWNING STREET,
23rd July, 1849.

My Lord,

I have the honor to acknowledge the receipt of your Despatch, No. 83, of the 1st instant, and I have to request that Your Lordship will acquaint Mr. Timmis, in reply to his letter, that I concur in the views expressed by the Committee of the Executive Council of Canada in their Minute of the 30th June, and that it is not therefore in the power of Her Majesty's Government to exercise any interference in the matter.

I am, &c.,

(Signed,) GREY.

The Right Honorable
The Earl of ELGIN,
&c., &c., &c.

No. 420.

DOWNING STREET,
23rd Sept., 1849.

My Lord,

I have received from Mr. Josiah Timmis, a letter dated the 30th of August last, bringing under my consideration various questions connected with the Canada, New Brunswick, and Nova Scotia Railway Company.

This communication has been sent to me from the Colony by the Writer, and has not been transmitted through you, according to the established rule of Colonial Correspondence, I have therefore to desire that you will inform the Writer that his letter cannot be noticed for this reason; and that if he wishes the

case to be considered, it is necessary that he should forward a fresh application through you in the regular manner, which will enable the Secretary of State to receive, at the same time, those explanations and remarks from the Governor, without which no decision can be adopted.

I have, &c.,

(Signed,) GREY.

The Earl of
ELGIN and KINCARDINE,
&c., &c., &c.
Canada.

No. 116.

GOVERNMENT HOUSE,
Toronto, 21st Nov., 1849.

My Lord,

With reference to Your Lordship's Despatch, No. 420, of the 23rd September, I have the honor to enclose herewith a copy of the communication [copy of No. 5230, and enclosure in original] addressed to Your Lordship by Mr. Josiah Timmis, on the 30th of August last.

It appears from Mr. Timmis' letter to myself, that he put me in possession of this communication at the time at which he originally transmitted a copy to Your Lordship, requesting me to forward and recommend it. From the letter of my Secretary to that gentleman, dated the 1st September, of which a copy is herewith enclosed, you will observe that I declined to comply with the latter part of his request; and my Secretary, on whom he afterwards called, was under the impression that he did not wish it to be forwarded without such recommendation.

I have the honor to be,
My Lord,
Your Lordship's
Most obedient humble Servant,

(Signed,) ELGIN AND KINCARDINE.

The Right Honorable Earl GREY,
Secretary of State,
&c., &c., &c.

No. 439.

DOWNING STREET,
26th Dec., 1849.

My Lord,

I have the honor to acknowledge the receipt of Your Lordship's Despatch, No. 116, of the 21st November, and I have to request that you will acquaint Mr. Timmis, in reply to his letter of the 30th August, that it is not in the power of Her Majesty's Government to exercise any interference with respect to his application; and I can only therefore

Appendix
(A.A.A.)

29th July.

Appendix
(A.A.A.)

29th July.

refer him to the communication which Your Lordship has already made to him.

I have the honor to be,
My Lord,
Your most obedient humble Servant,

(Signed,) GREY.

The Earl of
ELGIN and KINCARDINE,
&c., &c., &c.

(Copy.)

GOVERNMENT HOUSE,
Montreal, 1st Sept., 1849.

SIR,

I am commanded by the Governor General to acknowledge the receipt of your letter of the 1st instant, and in reply to inform you that His Excellency will be ready to comply with your request, by forwarding the communication therein enclosed, addressed by you to the Secretary of State for the Colonies, on the part of the Provisional Committee of the Canada, New Brunswick, and Nova Scotia Railway Company, but it will not be in His Excellency's power to recommend the prayer of this application to the Secretary of State; the Committee of the Executive Council of this Province, having, in their Minute of the 30th of June last, expressed their opinion, that the Charter of the Company has been forfeited; an opinion in which, as you were informed in my letter of the 15th August, Earl Grey has stated that he concurs.

I have, &c.,

(Signed,) T. E. CAMPBELL,
Major.

JOSIAH TIMMIS, Esq.
&c., &c.

(Copy.)

QUEBEC, October 25th, 1849.

MAY IT PLEASE YOUR EXCELLENCY :

I had yesterday the honor to receive from Your Excellency Mr. Hawes's letter of September 23rd, stating that the application of "The Canada, New Brunswick, and Nova Scotia Railway Company, for the grant of land, &c., made by me on the 30th August, had been received by the Right Honorable the Secretary of State, and requiring a fresh application to be made through Your Excellency. The letter of which that application was a copy, was delivered at the Government House, Montreal, for Your Excellency; and I beg leave to enclose a corresponding one, with some explanations attached, to prevent any erroneous view being taken of the meaning.

The Company will feel grateful by Your Excellency helping on this giant work by all means in

your power, and relying on Your Excellency's support.

I have, &c.,

(Signed,) JOSIAH TIMMIS,
Secretary of the
Provisional Committee of the
Canada, New Brunswick, and
Nova Scotia Railway Company.

To the Right Honorable
The Earl of ELGIN and KINCARDINE, K.T.,
Governor General,
&c., &c., &c.,
Toronto.

No. 600.

DOWNING STREET,
30th May, 1851.

MY LORD,

I transmit for your information copies of a correspondence between this Department [Mr. Timmis', 11th, 18th and 24th March, and 16th April—Mr. Hawes', 15th and 30th March, and 30th April] and Mr. Josiah Timmis, on the subject of his connexion with the Canada, New Brunswick, and Nova Scotia Railway Company.

I have, &c.,

(Signed,) GREY.

The Right Honorable
The Earl of ELGIN,
&c., &c., &c.

(Copy.)—No. 42.

CHARING CROSS,
11th March, 1851.

MY LORD,

I am directed by the Provisional Committee of the Canada, New Brunswick and Nova Scotia Railway Company, to solicit the honor of an interview with Your Lordship, for the purpose of explaining to Your Lordship the views of the promoters of this undertaking in the Colonies, and to obtain such sanction from Your Lordship as the importance of the undertaking requires.

This interview, rendered necessary by the instructions entrusted to me by the Shareholders in British America: it is hoped that Your Lordship will be pleased to grant an early appointment.

I have, &c.,

(Signed,) JOSIAH TIMMIS,
Secretary.

The Right Honorable
The Earl GREY,
&c., &c., &c.

Appendix
(A.A.A.)

29th July.

Appendix
(A.A.A.)

29th July.

(Copy.)

DOWNING STREET,
15th March, 1851.

SIR,

I am commanded by Earl Grey to acknowledge your letter of the 11th instant, requesting an interview with His Lordship; and I am to state that previously to complying with your application, His Lordship wishes you would inform him in writing what are the objects of the Company you represent? who are the parties concerned in it? and under what authority they are acting?

I have, &c.,

(Signed,) B. HAWES.

JOSIAH TIMMIS, Esq.
&c., &c., &c.

(Copy.)

The Canada, New Brunswick, and Nova Scotia
Railway Company,

42, CHARING CROSS,
London, 18th March, 1851.

MY LORD,

I beg to acknowledge the receipt of Mr. Hawes' favor of the 15th instant, and have the honor to inform Your Lordship, that having been deputed by the Montreal Committee, and other members of the Canada, New Brunswick, and Nova Scotia Railway Company, to open the Registration Books for the Shareholders to elect the Directors, as required by the Charter of Incorporation, I have done so throughout the entire Province of Canada, and in New Brunswick, to the acknowledged satisfaction of those gentlemen; having obtained the signatures of all the chief residents in the Province, including His Grace the Archbishop, the Bishops and other Clergy, as well as the Representatives of the wealthy Seminaries and Nunneries. I have also been sent to shew to Your Lordship "the progress made by the Company, and explain all details connected with it to the present time, in order to obtain the sanction and sterling support of Your Lordship and the Imperial Government, that the work may begin as soon as possible."

I have also been entrusted by the Company with the renewed petitions for corresponding Charters of Incorporation, similar to those presented last year, to the Legislatures of New Brunswick and Nova Scotia, for me to obtain the signatures of the Shareholders in England, and then to have them presented.

The Committee have likewise humbly to solicit Your Lordship to forward those petitions through the Colonial Office to those respective Governments, as Your Lordship must be aware how anxiously they desire to have this undertaking carried out.

I am enabled to assure Your Lordship that it is the opinion of the best authorities in New Brunswick that "the integrity of British America depends upon it."

I have the honor to refer Your Lordship to the accompanying prospectus [dated Montreal, 7th June,

1849,] published in Canada, and circulated through British America, as containing some of the names connected with the undertaking there, and as shewing the Legislative authority under which they act.

Appendix
(A.A.A.)

29th July.

Awaiting to know when a Deputation of the Committee may have the honor of an interview with Your Lordship,

I have, &c.,

(Signed,) JOSIAH TIMMIS,
Secretary.

The Right Honorable
Earl GREY,
&c., &c., &c.

(Copy.)

The Canada, New Brunswick, and Nova Scotia
Railway Company,

42, CHARING CROSS,
London, 24th March, 1851.

SIR,

In reply to your letter of the 15th instant, in which you state that you are directed by Earl Grey to acknowledge my letter respecting an interview with His Lordship, but that previous to His Lordship complying with my request, he desired to be informed in writing what were the objects of the Company? who were the parties concerned? and under what authority they were acting? I had the honor to send the following letter:—

"Canada, New Brunswick, and Nova Scotia Railway
Company,

42, CHARING CROSS,
18th March, 1851.

"MY LORD,

"I beg to acknowledge the receipt of Mr. Hawes' favor of the 15th instant, and have the honor to inform Your Lordship, that having been deputed by the Montreal Committee and other Members of the Canada, New Brunswick, and Nova Scotia Railway Company, to open the Registration Books for the Shareholders to elect the Directors, as required by the Charter of Incorporation, I have done so throughout the entire Province of Canada, and New Brunswick, to the acknowledged satisfaction of those gentlemen; having obtained the signatures of all the chief residents in the Provinces, including His Grace the Archbishop, the Bishops and other Clergy, as well as the Representatives of the wealthy Seminaries and Nunneries. I have also been sent here "to shew to Your Lordship the progress made by the Company, and explain all details connected with it to the present time, in order to obtain the sanction and sterling support of Your Lordship and the Imperial Government, that the work may begin as soon as possible."

I have also been entrusted by the Company with the renewed petitions for corresponding Charters of Incorporation, similar to those presented last year to the Legislatures of New Brunswick and Nova Scotia, for me to obtain the signatures of the Shareholders in England, and then to have them presented. The Committee have likewise to solicit Your Lordship to forward those Petitions through the Colonial

Appendix
(A.A.A.)

29th July.

Office to those respective Governments, as Your Lordship must be aware how anxiously they desire to have this undertaking carried out.

"I am enabled to assure Your Lordship that it is the opinion of the best authorities in New Brunswick that the integrity of British America depends upon it."

I have the honor to refer Your Lordship to the accompanying Prospectus, published in Canada and circulated through British America, as containing some of the names connected with the undertaking there, and as shewing the Legislative authority under which they act.

"Awaiting to know when a Deputation of the Committee may have the honor of an interview with Your Lordship, I have the honor to subscribe myself,

"Your Lordship's, &c.,

"JOSIAH TIMMIS,

"Secretary."

Not having been honored with any reply to the above, the Committee fear that it may have been considered insufficient by His Lordship to effect the desired interview, and have directed me to put myself in communication with you in order to learn if anything further on their part be required.

I have, &c.,

(Signed,)

JOSIAH TIMMIS,

Secretary.

"B. HAWES, Esq.
&c., &c., &c."

(Copy.)

DOWNING STREET,

30th March, 1851.

SIR,

I am directed by Earl Grey to acknowledge the receipt of your letters of the 18th and 24th instant, in answer to the communication addressed to you from this office on the 15th instant, on the subject of your application for an interview with His Lordship.

Lord Grey directs me to inform you that as he is not in possession of any report from the Governor of Canada, stating that you are entitled to be recognized as the authorized Agent or Secretary of any legally constituted Company, and as the accompanying extract from a Report of the Committee of the Executive Council of Canada, dated the 30th of June, 1849, shows that the Provincial Government consider the Charter of the Company in which you are interested to be forfeited, His Lordship is under the necessity of declining to communicate with you on the subject which you have brought under his notice.

I have, &c.,

(Signed,)

B. HAWES.

JOSIAH TIMMIS, Esq.

2

(Copy.)

The Canada, New Brunswick, and Nova Scotia
Railway Company,

42, CHARING CROSS,
London, 16th April, 1851.

MY LORD,

I have the honor to acknowledge the receipt of a letter from the Under Secretary of State for the Colonies, dated 30th March, 1851, in answer to a reply given by me to the query, as to what authority I had for representing, in England, the Company? and the objects contemplated by it? and in which I am informed that Your Lordship has not received from the Governor of Canada, any report stating that I am entitled to be recognized as the authorized Agent or Secretary of any legally constituted Company; and further, I have to acknowledge the receipt of an enclosure, conveying a Report of the Committee of the Executive Council, dated 30th June, 1849, wherein I am informed that the deposit of the documents referred to was not a sufficient compliance with the requirements of the Act 10 & 11 Victoria, cap. 22, and that the Charter of the Company I represent was forfeited.

I should have done myself the honor of forwarding an immediate reply to the letter received on the 30th instant, from the Colonial Office, were it not that I awaited, ere doing so, an important communication from the Provisional Committee in Canada, conveying further instructions as to the course recommended for the recognition by the Imperial authorities of the rights, powers and privileges conferred absolutely by the Provincial Government upon the Company I have the honor to represent, and which are in full force, as confirmed by the Act of Incorporation, and the Royal Assent, which was given by Her Majesty in Council on the 15th of April, 1848, and which the Law Officers of the Crown in Canada have given their unqualified opinion of its existence at the present moment unrepealed.

It is necessary for me to submit to Your Lordship the views of the Committee acting in London upon the correspondence which has passed between the Colonial Office and myself; and in the first place neither they nor I were aware that it is customary that the Representative of a public Company from any one of the British Colonies should be accredited by a certificate from the Governor of any such Colony or Province confirming his authority to act. The Canada, New Brunswick, and Nova Scotia Railway Company is a legally chartered body, having certain commercial duties and privileges conferred upon it; but further, neither the Committee, Shareholders, or Officers thereof, are appointed or receive office from Her Majesty's Representative, and consequently the movements of their body are not usually officially ordered or reported upon by the Governor General.

I have arrived in England with the written orders and authority to act, of the Provisional Committee, dated Montréal, 7th Dec., 1850, and duly signed by the Chairman, the Honorable Adam Ferrié, Member of the Legislative Council; J. Bouchette, Esq., Deputy Surveyor General of Crown Lands; James Porteous, Esq., Postmaster, Montréal; Peter Warren Dease, and Allan McDonnell, Esqrs., of the Honorable Hudson's Bay Company, and sixty other signatures. A copy of this document I have the honor to enclose.

Appendix
(A.A.A.)

29th July.

Appendix
(A.A.A.)

29th July.

The above, my Lord, are my Credentials, and the authority under which I act.

On arrival in England, I came prepared to carry out the views of the Company which is incorporated by Royal Consent, and towards the perfect completion of whose objects and powers no further delay was anticipated from the Imperial authorities; to my surprise I did not at once receive that assistance, which I expected as the representative of an important Company, numbering already above 1200 registered shareholders, whose signatures to the book of Enregistration are in my possession, and which embraces the names of the most wealthy, influential and respected Colonists, in every profession and service. The signatures to this legal document are of no distant date; for I would especially refer your Lordship to that of His Honor the Vice-Chancellor of Canada, whose name appears recorded one year after the date of the minute referred to of the Executive Council, dated, 30th June, 1849.

I would also refer to the name of the Attorney General, who framed the Act incorporating the Company, as well as to those of the first Ecclesiastical dignitaries of the Roman Catholic Church, on behalf of their seigniories and houses.

I must authenticate the position of these persons by the following certificate from the Earl Cathcart, the Governor General of Canada at the time of the formation of the Company, signed and dated only twelve days ago.

April 5th, 1851.

"From a personal knowledge of the gentlemen of the Provisional Committee, named in the Act of Incorporation, and of many of the others who are also included in the list contained in the Prospectus; I am perfectly satisfied that they would not lend themselves to any transaction that was not of an honorable and *bonâ fide* character. Viewing therefore, as I do, the proposed Railway as an object of the highest importance to the prosperity and welfare of Canada, as well as of the other British possessions in North America; I have no objection to allow my name to be associated with theirs in this undertaking, to show that I feel a warm interest in the successful completion of a measure of such acknowledged advantage, both to the provinces themselves, and to the Mother Country."

Surely my Lord, some grave and erroneous representation must have caused a delay in my receiving from Your Lordship that audience and assistance which the importance and the objects of the Canada, New Brunswick, and Nova Scotia Railway Company should have demanded.

But to clear away these unaccountable obstacles offered at the Colonial Office, I feel to be a duty no less to the Company than to myself.

Your Lordship will perceive I have arrived in England as the sole and only authorized agent of the Canada, New Brunswick, and Nova Scotia Railway Company, and as such I am compelled to confirm my authority, and at once to seek from the Imperial Government that recognition which it is incumbent upon me, as the representative of 1200 shareholders, to obtain without further delay, either from Your Lordship as Her Majesty's Secretary of State for the Colonies, or from the Imperial Par-

liament to whose aid I would unwillingly apply, for that which I am assured your Lordship's courtesy would accord, if informed of the real bearings of the case.

I am informed that the Honorable J. Howe has been recognized as a Representative of the Railway from Canada, through New Brunswick; if such be the case, it must have arisen from some erroneous impression. I further learn that Mr. Howe has stated he has received from Her Majesty's Government full powers to enter into negotiations for the commencement of the line laid down in the Act of incorporation of the Canada, New Brunswick, and Nova Scotia Railway Company, if such powers have been conferred, they are nullified by the rights the Company have conferred upon it, and which no authority can sever or hand over to other unauthorized persons.

I must refer Your Lordship to the correspondence which has passed on the subject of Mr. Howe's mission, and which appears published in the Parliamentary paper issued on the 8th instant.—[See Correspondence in reference to the projected Railway from Halifax to Quebec.]

In the first letter addressed by Mr. Howe to Your Lordship, and dated Nov. 25, 1850, I find this passage:—"As representative from the Province of Nova Scotia," I further find in the same letter that the line to Quebec is not recommended by that Gentleman, for he remarks, "A Railroad to Portland offers many advantages which one to Quebec does not." It is also recorded in a second letter, "I have no authority to speak for the other Colonies."

From these extracts it will be seen that Mr. Howe himself acknowledged he has "no authority to represent the line as surveyed for my Company in Canada and New Brunswick."

It is necessary to refer to these extracts as having removed the erroneous impression that an authorized agent had arrived in England before me, I now am enabled to take my stand as the sole authorized and recognized representative of the Canada, New Brunswick, and Nova Scotia line of Railway, incorporated by Act of the Provincial Parliament, approved of by Her Majesty in Council, and in full force and existence at the present hour, unrepealed and as legally constituted, and with as full power as any of the Great English incorporated lines.

It is now necessary to lay before Your Lordship a brief summary of the history of the Canada, New Brunswick, and Nova Scotia Railway Company from its formation to the present hour, tracing from year to year its recognized powers, and bringing down to the present time those facts which cannot fail to enlighten Your Lordship as to the position we hold, and the legal powers we decline for one moment to compromise or resign; in short, I will define and elucidate those rights and privileges, landed and otherwise, without the total repeal of which no line but the Canada, New Brunswick, and Nova Scotia can be commenced in the surveyed course of Country approved of by Her Majesty's Government, and on the unoccupied waste Crown Lands on ten miles of either side of the line which have been confirmed and accorded for the purpose specially named in the Act of incorporation. I deny, (and will prove the correctness of my assertion) that any powers conferred upon the Canada, New Brunswick, and Nova Scotia Railway Company have lapsed. I have the authority

Appendix
(A.A.A.)

29th July.

Appendix
(A.A.A.)

29th July.

of His Excellency the Earl of Elgin and Kincardine, Governor General of Canada, no later than September last, in refutation of such an idea.

I am compelled, my Lord, to be thus copious and lengthy in my communication, for the manner in which my Company has been received demands a clear and unmistakeable defence. In the years 1843 and 1844, Her Majesty's Government caused a survey to be made for a line of Military Road, extending from the head of the Petecodiac to Quebec: during the progress of this survey, I suggested, for the first time, to His Excellency Lord Metcalfe, the idea of constructing a line of Rail along the Military Road, and that five miles on each side of the road should be laid out for settlements. I further suggested that the line of Railroad should extend from Halifax to Quebec and Montreal. This idea of mine had never before been mooted, and I was the first to originate the contemplated line. In reply, I received from His Excellency's Private Secretary, Captain Higginson, a letter, dated Government House, Montreal, 26th November, 1844, acknowledging the receipt of my letter of the 20th, suggesting a Railroad from Quebec to Halifax, from which I make the following extract:—

“ His Excellency is of opinion, that the formation of the proposed Railroad would be of the highest importance and most desirable, and His Excellency entertains no doubt the project will receive the earnest attention of both Her Majesty's and the Provincial Governments.” Hence commenced the first official letter on the subject of Railroads in British North America, originated by myself. At the suggestion of His Excellency, I accompanied Mr. Bouchette, the Deputy Surveyor General of Crown Lands, and waited upon the Honorable Mr. Papineau, the Commissioner of Crown Lands, to obtain a promise of his assistance in obtaining a grant of Crown Lands on either side of the proposed line of Railroad through the Province of Lower Canada. To this Mr. Papineau gave his cordial assurance of assistance as far as his authority extended. I also immediately placed myself in communication with the heads of the Royal Engineer Department, and was favored by a sight of the Military Surveys, and obtained such further information of the features of the proposed route as guided me in my after operations. I did this at the express command of His Excellency the Earl Metcalfe. I then at once proceeded along the line of survey, and reported upon the difficulties met by the Engineers, and suggested a route of favorable gradients. In consequence of my report, two officers were despatched from England, Major Robinson and Captain Henderson, whose report confirmed the information I had previously acquired by personal survey, the favorable gradients indicated themselves for the entire distance.

On my return to Montreal, in 1846, I waited upon His Excellency the Earl Cathcart, and suggested the formation of a Railway Company, to be denominated the Canada, New Brunswick, and Nova Scotia Railway, which His Excellency highly approved of, and advised me to organize a Provisional Committee, which I at once did. The Committee consisted of the following gentlemen, whose names appear in the Act of Incorporation afterwards obtained:—

The Honorable the Speaker of the Legislative Assembly, Sir Allan Napier MacNab, Knight.

The Honorable John Molson.

The Honorable James Ferrier.
The Honorable John Neilson.
The Honorable Robert W. Harwood.
Sir George Simpson.
Peter Warren Dease, Esquire.
Allan McDonell, do.
Robert Armour, do.
Charles A. Castle, do.
John Fry, do.
Henry Corse, do.
John Matthewson, do.
William B. Jarvis, do.
Joseph Cary, do.
Josiah Timmis, Junr., do.

It was resolved by the Committee to draw up an Act of Incorporation to be submitted to the Legislature of the Province. This Act was compiled by myself with the assistance of the Honorable Henry Sherwood, and the Law Clerk of the House, and was passed on the 28th July, 1847, intituled, “ An Act to Incorporate the Canada, New Brunswick, and Nova Scotia Railway Company.” This Act received the Royal assent of Her Majesty in Council, on the 15th April, 1848. By Clause 56, it is enacted, “ If such map or plan, and book of reference be not so made and deposited within the said twelve months, or if the said Railway shall not be so made and completed within the period of twelve years, so as to be used by the public as aforesaid, then, and in either case this Act and every matter and thing therein contained shall cease, and be utterly null and void.” On the 28th June, 1848, Proclamation was made thereof by His Excellency the Earl of Elgin and Kincardine in the Canada Gazette.

In conformity with clause 56, above specially referred to, making the first requirements of a deposit of Map, Plan, and Book of reference, I, as Secretary of the Canada, New Brunswick, and Nova Scotia Railway Company deposited in the proper Office,—that of the Surveyor General of the Crown Land Department,—the Maps, Plans, and Book of reference required, before the 20th June, 1849, and in acknowledgment of the complete and perfect obedience to the clause referred to, I received the following letter from the Crown Land Department, marked B, and appended hereto.

Upon the powers conferred on the Company, we at once opened our Offices in Montreal by public advertisement, as required by the Act, and shareholders were enrolled from the 28th February 1849, until the present time. In the books of registration appear the names of nearly 1200 individuals subscribing for nearly £400,000, upon £82,800 of which a deposit has been already paid on the faith of the Act of incorporation.

The original books of registration containing the names of the shareholders are open for inspection at the Offices of the Company, 42, Charing Cross.

From the acknowledgment of the completion of the requirements of the Act of Incorporation, we assert that our powers are in full force, and naught save an adverse decision of Her Majesty's Court of Privy Council could annul those powers.

Your Lordship will understand that upon the best legal advice we distinctly deny the power of any Committee of Executive Council of Canada by their opinion to annul and repeal an Act which has received the assent of Her Majesty given in the Imperial

Appendix
(A.A.A.)

29th July.

Appendix
(A.A.A.)
29th July.

Council, such powers we do not recognize, nor will we submit to. We claim the protection of the Imperial Government from such a novel and unprecedented measure.

I have traced the progress of this Company from its very commencement, passing from year to year in its operations and proceedings, and now with £400,000 subscribed for, upon which a deposit has been paid upon £82,800 by Shareholders, with an Act of incorporation, and having by its existence and unceasing labors brought before the notice of the public, the vast benefit which will be derived by the British North American Provinces from its completion, now that the originators are in a position to realize the great expense incurred, to reap the fruit of years and years of toil and advocacy, now at the eleventh hour, in the first gleam of the realization of our hopes, we are met with the chilling reception it has been my lot to receive from Her Majesty's Government.

My Lord, it behoves the Company I represent at once to bring this question to an issue. From Your Lordship we anticipate that attention our labors deserve. We are not an unrecognized body, acting without power, speculating upon theory; we are an incorporated Company, numbering in one body the names of the chief men in the Provinces, commercial, legal and ecclesiastical; therefore, My Lord, is it that I must verge upon importunity in demanding the recognition of our just rights.

I have arrived in England as an authorized representative of a powerful Company, as such I request for that Company the assistance which we have a right to expect from Her Majesty's Government, which has been assured to us by the Representative of the Crown in British North America.

I feel confident that had not some unaccountably erroneous impression prevailed, I should long since have had the honor of an audience with Your Lordship, this I must infer has arisen from the following paragraph contained in Mr. Howe's letter to Your Lordship of the 25th November, 1850, with reference to the Quebec and Halifax Railroad, wherein it is most unwarrantably and falsely asserted; "the project has been for the present reluctantly abandoned." [See Correspondence, 8th April, before alluded to.] This is untrue and unfounded in every respect as Your Lordship must now perceive.

I believe I have now placed in the clearest light, my credentials, the existence of the Canada, New Brunswick, and Nova Scotia Railway Company, and the necessity there is for an early recognition by, and cordial support from, the Imperial Authorities.

In conclusion, I once more request Your Lordship to grant me the audience I am unwilling to believe can be any longer denied me.

I have, &c.,

(Signed, JOSIAH TIMMIS,
Secretary and Representative of the
Canada, New Brunswick, and
Nova Scotia Railway Company.

The Right Honorable
Earl GREY,
&c., &c., &c.

Appendix (A.)

Appendix
(A.A.A.)
29th July.

At a Meeting of the Provisional Committee, and other Shareholders of the Canada, New Brunswick, and Nova Scotia Railway Company, held at Montreal, this 7th day of December, 1850, at Mr. Corse's New Buildings, Great St. James Street,—

The Honorable Adam Ferrie, M.L.C., was called to the Chair.

After the Secretary had reported the progress made by the Company since the last meeting, and also the loss, by the Lewiston and Junction Railway Company, of a trunk containing the enregistration books and some of the most valuable documents belonging to the Company—arranged for presentation to the Imperial and Provincial Governments—for which legal steps have been taken to obtain compensation, provided they are not restored within a reasonable time; and also, reported that the application to the Provincial Legislature for an amendment to the Act of Incorporation, to allow a deviation in the line as required to be surveyed between Melbourne and Drummondville from Point Levy (in continuation of the survey as completed from Halifax to that place, as by maps or plans, reports and books of reference duly deposited,) and also to authorize its junction at the most eligible point with the Railroad between Montreal, St. Hyacinthe and Melbourne, was deferred till the next Session, on the plea that sufficient legal notice had not been given, six months being required. The Committee therefore gave due notice in the Official Gazette, and renew their application to the Legislature for these alterations and revival of the Act, as well as an extension of the Charter to the Sister Provinces of New Brunswick and Nova Scotia, for which purpose the legal notices have been given, and the petitions to the Legislature of each Province being submitted to the meeting.

It was Resolved unanimously, That the petitions now read be adopted, and that those to the Legislature of this Province be delivered to the Honorable Adam Ferrie, M.L.C., for presentation to His Excellency the Governor General, and to the Legislative Council; and to the Honorable Henry Sherwood, M.P.P., for presentation to the Legislative Assembly; and that those gentlemen, and the Members for this City and County, as well as all the Members of the Committee in the Legislature, be respectfully and urgently requested to support the same; and that Mr. Timmis, the Secretary, be deputed to present those to the Legislatures of New Brunswick and Nova Scotia, in such manner as he may find most desirable, conducive to the interests of the Company.

On motion of Peter Warren Dease, Esq., seconded by Thomas C. Panton, Esq., supported by H. Corse, Esq.,

It was further Resolved, That the cordial thanks of the Committee and Company at large are due to Mr. Timmis, the Secretary, for his great exertions and commendable perseverance to effect the National undertaking, and that the Committee cannot withhold expressing their gratification at the success which has attended his efforts here and in New Brunswick, and in having throughout the whole extent of this Province, enrolled so large a portion of the chief residents, and particularly in Toronto, where nearly all the most opulent citizens have become Members of the Company, and they unanimously

Appendix
(A.A.A.)

29th July.

request that he will continue the enrolment of Shareholders in the Company, as heretofore amply authorized and deputed, and they also desire that all details connected with the Company to the present time, shall be submitted by him to the Right Honorable the Secretary of State for the Colonies, for the sanction and sterling support of the Imperial Government, that the work may begin as soon as possible.

(Signed,) by the Honorable ADAM FERRIE,
Chairman of the Legislative Council.

J. BOUCHETTE, Esq.,
Deputy Surveyor General of Crown Lands.

JAMES PORTEOUS, Esq.,
Postmaster, Montreal.

PETER WARREN DEASE, Esq., and

ALLAN McDONELL, Esq.,
Of the Honorable Hudson Bay Company.

And 60 others.

Appendix (B.)

CROWN LANDS DEPARTMENT,
Montreal, 20th June, 1849.

Sir,

I have the honor to transmit you herewith, a copy of the plan of the Canada, New Brunswick, and Nova Scotia Railway Company, and the therewith accompanying book of reference duly certified,

Appendix
(A.A.A.)

29th July

in conformity with the requirements of the Act passed in the 10th & 11th years of Her Majesty's reign, intituled, "An Act to Incorporate the Canada, New Brunswick, and Nova Scotia Railway Company," which copy and book of reference are now deposited in your office, agreeably to the 5th Clause of the said Act.

I have, &c.,

(Signed,) J. BOUTILLIER,
Assist. Com. Crown Lands.

J. TIMMIS, Esquire.

(Copy.)

DOWNING STREET,
30th April, 1851.

Sir,

I am directed by Earl Grey to acknowledge the receipt of your letter, (and its enclosures,) of the 16th inst., and to acquaint you that after an attentive perusal of its contents, His Lordship is unable to discover anything in it to justify him in altering the view he has already taken of your application; His Lordship cannot, therefore, consent to give you an interview, or communicate with you on the subject of the proposed Railway, until he is in possession of some official assurance that you are the accredited Agent of a Company, which the Local Government acknowledge, as being legally constituted.

I have, &c.,

(Signed,) B. HAWES.

J. TIMMIS, Esquire.

SUPPLEMENTARY RETURN

TO ADDRESS OF THE HOUSE OF ASSEMBLY, dated 23rd July, 1851; for "Copies of all
" Correspondence that has taken place between Her Majesty's Government and the Govern-
" ment of this Province, on the subject of the Act of this Legislature, authorizing a private
" Company to construct a Railway between Halifax and Quebec."

By Command.

J. LESLIE,
Secretary.

SECRETARY'S OFFICE,
Toronto, 2nd August, 1851.

(Copy.)—No. 614.

DOWNING STREET,
4th July, 1851.

MY LORD,

With reference to my Despatch, No. 600, of the 30th of May last, I have the honor to transmit for your information the Copy of a letter [23rd June, 1851,] from Captain Arthur Sleigh, respecting the conduct and proceedings of Mr. Timmis, in relation to the Canada, New Brunswick, and Nova Scotia Railway Company.

I have, &c.,

(Signed,) GREY.

Right Honorable The Earl of ELGIN,
&c., &c., &c.

(Copy.)

ARMY AND NAVY CLUB,
Pall Mall, June 23rd, 1851.

MY LORD,

I take the very first opportunity of informing your Lordship, with reference to an interview you did me the honor to grant, in company with other gentlemen, who had enrolled themselves as Directors of a Company, designated as the "Canada, New Brunswick, and Nova Scotia Railway Company," and the correspondence which previously passed upon the subject, one letter of which had my signature, that last week we were placed in possession of such details regarding the movements of Mr. Timmis, as leaves but one alternative, which is frankly and candidly to inform Your Lordship, that the person above named has acted without any instructions from a responsible or recognized Company in Canada, and that he has most unwarrantably made use of names

in the Prospectus issued in Montreal, and upon the faith of the genuineness of which, myself and other gentlemen joined, as we then imagined, a legally organized Company, and lent our names to the furtherance and support of what we then conceived to be a desirable and creditable project.

On behalf of myself and those gentlemen, I beg to state that it was only last week we became aware of these facts, in an interview we had with Sir James Alexander, Knight, Major, 14th Regiment, who has recently arrived in England from Canada, through whose courtesy we are indebted for ascertaining such important and unexpected details; in fact, that Mr. Timmis's Company is pure fiction.

On the supposition that Mr. Timmis was really deputed to act in England, by the Gentlemen named in his prospectus, we advanced money and took shares in his undertaking, and advocated his cause with our personal interest.

I beg, therefore, that Your Lordship will accept my regrets, for any impertunity which I may have exercised, in advocating what I then conceived to be a laudable undertaking.

I shall at once make acquainted with these facts, those Noblemen and Gentlemen who lent their names as patrons of what they also conceived to be an authenticated Company represented by Mr. Timmis.

In conclusion, I beg to add, that myself and other gentlemen named as Directors, have withdrawn from all connection with Mr. Timmis, and that we pronounce him to be a dangerous and gross deceiver, whose unauthorized operations we should be happy to see taken legal cognizance of, with a view to their suppression.

I have, &c.,

(Signed,) ARTHUR SLEIGH.

The Right Honorable The Earl GREY,
&c., &c., &c.

Appendix

(B.B.B.)

29th July.

Appendix

(B.B.B.)

29th July.

R E T U R N

TO AN ADDRESS OF THE HOUSE OF ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 23rd July, 1851; for "a Copy of any Instrument or Instruments issued " under the Ordinance of Lower Canada, 2 Vic. cap. 2, for extending the word City or " Cities to any neighboring Districts for the purposes of Police; and also, a Copy of the " Commissions of Messrs. McCord and Ermatinger, appointing them respectively, In- " spectors and Superintendents of Police at Quebec and Montreal."

By Command.

J. LESLIE,

Secretary.

SECRETARY'S OFFICE,

Toronto, 28th July, 1851.

[L.S.]

(Signed,) DURHAM.

By His Excellency the Right Honorable JOHN GEORGE, Earl of DURHAM, Viscount LAMBTON, &c., &c., Knight Grand Cross of the Most Honorable Military Order of the Bath, One of Her Majesty's Most Honorable Privy Council, and Governor General of all Her Majesty's Provinces within and adjacent to the Continent of North America, &c., &c. &c.

WHEREAS, by an Ordinance passed in the second year of Queen Victoria, intituled, "An Ordinance for establishing an efficient system of Police in the Cities of Quebec and Montreal," it is among other things enacted, that for the purposes of the said Ordinance the word City or Cities, as applied to the Cities of Quebec or Montreal, wherever used in the the said Ordinance, shall be held to denote the said Cities together with such neighboring Districts, as the Governor or the person administering the Government of Lower Canada shall at any time direct. I do therefore direct that the word City or Cities, as applied to the City of Quebec wherever used in the Ordinance aforesaid, shall be held to denote the said City of Quebec, together with the Country District of Quebec, as established by the Act of the Provincial Parliament passed in the thirty-ninth year of the Reign of His late Majesty King George the Third, chapter five, the Parishes of Sainte Foy, Lorette, Saint Ambroise, Charlesbourg, Beauport, Saint Joseph of Point Levy and Saint Jean Chrysostôme, as also the Harbor of Quebec, designated in the Act of the Provincial Parliament passed

in the Forty-fifth year of the Reign of His late Majesty King George the Third, chapter twelve.

Given under my Hand at the Castle of Saint Lewis, in the City of Quebec, in the Province of Lower Canada, the fourth day of July, in the year of our Lord One thousand eight hundred and thirty-eight and in the second year of Her Majesty's Reign.

By Command.

(Signed,) CHARLES BULLER,
Chief Secretary.

Certified to be a true copy of the Proclamation published in the Quebec Gazette, (by authority,) on the 30th August, 1838.

J. LESLIE,
Secretary.

[L.S.]

(Signed,) J. COLBORNE.

PROVINCE OF LOWER CANADA.

By His Excellency Lieutenant General Sir JOHN COLBORNE, G.C.B., G.C.H., Governor General of all Her Majesty's Provinces on the Continent of North America, and of the Islands of Prince Edward and Newfoundland, and Captain General and Governor in Chief in and over the Provinces of Lower Canada, Upper Canada, &c., &c., &c.

Appendix
(B.B.B.)

29th July.

A PROCLAMATION :

WHEREAS, in and by an Ordinance of the Governor of this Province, and the Special Council for the affairs thereof, passed in the second year of Her Majesty's Reign, intituled, "An Ordinance for establishing an efficient system of Police in the Cities of Quebec and Montreal," it is among other things ordained and enacted, That for the purposes of the said Ordinance, the word "City" or "Cities", as applied to the said Cities of Quebec and Montreal, wherever used in the said Ordinance, shall be held to denote the said Cities, together with such neighboring Districts as the Governor, or person administering the Government of the Province of Lower Canada, shall at any time direct; And whereas it hath become expedient, for the welfare and good Government of the said Province, to extend the provisions, requirements, and enactments of the said Ordinance to such portions of, and places in, the District of Montreal as are hereinafter mentioned: Now, therefore, I have thought fit to issue this Proclamation, and to direct, and I do hereby direct accordingly, that the word "City" or "Cities", as applied to the City of Montreal in the said Ordinance, shall be held to denote the said City of Montreal, together with the Counties of Montreal, Vaudreuil, Two Mountains, Terrebonne, Lachenaye, L'Assomption, Berthier, Richelieu, St. Hyacinthe, Rouville, Verchères, Chambly, Laprairie, Acadie and Beauharnois, all in the District of Montreal, to and over all which said places and extent of country the said Ordinance, and all the provisions, enactments, and requirements thereof shall extend, and be held to extend accordingly.

Given under my Hand and Seal at Arms, at the Government House, in the City of Montreal, in the said Province of Lower Canada, the thirtieth day of May, in the year of our Lord, One thousand eight hundred and thirty-nine, and in the second year of Her Majesty's Reign.

By His Excellency's Command.

(Signed,) D. DALY,
Secretary of the Province.

Certified to be a true copy of the Proclamation published in the Quebec Gazette, (by authority,) on the 13th June, 1839.

J. LESLIE,
Secretary.

PROVINCE OF CANADA.

ELGIN AND KINCARDINE.

VICTORIA, by the Grace of GOD, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith.

To Our Trusty and Well Beloved, William King McCord, Esquire, and to all to whom these presents shall come, or may in anywise concern;

Commission appointing William King McCord, Esquire, Inspector and Superintendent of Police for the City of Quebec.

GREETING :

KNOW YE, that We, having taken into Our Royal consideration the vigilance,

Recorded in the Registrar's Office of the Recorder at Montreal, the sixth day of August, 1849, in the 20th Register of Commissions and Letters Patent. Folio 165. R. A. TUCKER, Registrar.

diligence and ability of you the said William King McCord, of Our especial grace, certain knowledge and mere motion, and in pursuance and in virtue of a certain Ordinance of the Governor and Special Council for the affairs of Our late Province of Lower Canada, made and passed in the second year of Our Reign, intituled, "An Ordinance for establishing an efficient system of Police in the Cities of Quebec and Montreal," have constituted and appointed, and by these presents do constitute and appoint you, the said William King McCord, to be Inspector and Superintendent of the Police for the City of Quebec, in the room and stead of William Smith Sewell, Esquire, whose Commission We do hereby revoke, annul and make void, to execute the duties of Justice of the Peace for the City of Quebec, at the Office of Police, and in all parts of the said City of Quebec, together with such other duties as ordered and directed in and by the said Ordinance, or as shall be from time to time directed by the Secretary of Our Governor of Our Province of Canada for the time being: To have, hold, exercise and enjoy the said Office unto the said William King McCord for and during Our Royal pleasure, together with all and singular the rights, privileges and advantages thereunto belonging or appertaining. Provided always, and these Our Letters Patent are upon this condition, that you the said William King McCord do and shall actually reside within Our City and Suburbs of Quebec, and shall execute the said Office in your own proper person.

In Testimony Whereof, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province of Canada to be hereunto affixed. Witness, Our Right Trusty and Right Well Beloved Cousin JAMES, Earl of ELGIN and KINCARDINE, Knight of the Most Ancient and Most Noble Order of the Thistle, Governor General of British North America, and Captain General and Governor in Chief in and over Our Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same, &c., &c., &c. At Montreal, in Our said Province, this thirtieth day of July, in the year of Our Lord One thousand eight hundred and forty-nine, and in the thirteenth year of Our Reign.

By Command.

E. PARENT,
Assistant Secretary.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 26th July, 1851.

I do hereby certify the above to be a true and faithful copy of the Record of the original Commission.

THOMAS AMIOT,
Deputy Registrar.

Appendix
(B.B.B.)

29th July.

Appendix
(B.B.B.)

29th July.

PROVINCE OF CANADA.

CHARLES BAGOT.

VICTORIA, by the Grace of GOD, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith, &c., &c., &c.

To Our Trusty and Well Beloved, William Ermatinger, of Our City of Montreal, Esquire, and to all to whom these presents shall come, or may in anywise concern;

Commission appointing William Ermatinger, Esquire, to be Inspector and Superintendent of Police for the City of Montreal.

Flat.—Recorded in the Registrar's Office of the Records at Kingston, the first day of February, 1843, in the eighteenth Register of Commissions and Letters Patent. Folio 45. N. A. RUCKEN, Registrar.

KNOW YE, that We, having taken into Our Royal consideration the vigilance, diligence and ability of you the said William Ermatinger, of Our especial grace, certain knowledge and mere motion, and in pursuance of and by virtue of a certain Ordinance of the Governor and Special Council for the affairs of Our late Province of Lower Canada, made and passed on the twenty-eighth day of June, in the second year of Our Reign, and in the year of Our Lord, One thousand eight hundred and thirty-eight, intituled, "An Ordinance for establishing an efficient system of Police in the Cities of Quebec and Montreal," have constituted and appointed, and by these presents do constitute and appoint you, the said William Ermatinger, to be Inspector and Superintendent of Police for the City of Montreal, to execute the duties of Justice of the Peace at the Office of Police and in all parts of the said City of Montreal, together with such other duties as ordained and directed in and by the said Ordinance, or as shall be from time to time directed by the Civil Secretary of Our Governor for Our Province of Canada for the time being: To have, hold, exercise and enjoy the said Office, unto you the said William Ermatinger, for and during Our

GREETING:

pleasure, together with all and singular the rights, privileges and advantages thereunto belonging or appertaining. Provided always, and these Our Letters Patent are upon this condition, that you the said William Ermatinger do and shall actually reside within Our City and Suburbs of Montreal, and shall execute the said Office in your own proper person.

In Testimony Whereof, We have caused these Our Letters to be made Patent, and the Great Seal of Our said Province to be hereunto affixed. Witness Our Right Trusty and Well Beloved The Right Honorable Sir CHARLES BAGOT, G. C. B., one of Our Most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over Our Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same. At Our Government House, in Our Town of Kingston, in Our said Province, this twentieth day of January, in the year of Our Lord One thousand eight hundred and forty-three, and in the sixth year of Our Reign.

D. DALY,

Secretary:

PROVINCIAL REGISTRAR'S OFFICE,

Toronto, 26th July, 1851.

I do hereby certify the above to be a true and faithful copy of the Record of the original Commission.

THOMAS AMIOT,

Deputy Registrar.

Appendix
(B.B.B.)

29th July.

PRINTED BY ROLLO CAMPBELL, GARDEN STREET, QUEBEC.

R E T U R N

TO AN ADDRESS OF THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 23rd July, 1851; for "Report of the Inspector of the Queen's Domain, at Quebec, on the subject of that part of the Craig's Road which passes through the Parish of St. Nicholas, in the Seigniory of Lauzon, and the obligation to keep which in Repair is imposed upon the Inhabitants of the Parish of St. Giles, in County of Lotbinière, and all Documents relating thereunto."

By Command.

J. LESLIE,

Secretary.

SECRETARY'S OFFICE,

Toronto, 30th July, 1851.

PROVINCE OF CANADA, DISTRICT OF QUEBEC.

To His Excellency the Right Honorable the Earl of ELGIN, Governor General of Canada, &c. &c. &c.

The Petition of the Inhabitants of the Parish of St. Giles, County of Lotbinière,

RESPECTFULLY SHEWETH:

That there is a Road, of the length of a mile and a half, in the Parish of St. Nicholas in the Seigniory of Lauzon, now the property of the Crown, and that this Road, one mile and a half in length, extends to the Boundary Line between the Parish of St. Giles and the Parish of St. Nicholas.

That this road, established by *procès verbal* of the seventh, eighth, ninth, tenth, and eleventh of August, one thousand seven hundred and ninety-two, by the name of the *Grande Route*, and now known by the name of the "Craig Road," extends from the boundary line above mentioned, to the parishes of St. Giles, St. Sylvester, &c.

That the maintenance and repairs of one mile of this road is compulsory on the inhabitants of St. Giles, and that of the other half mile, already belongs to Government.

That the lands lying opposite to the mile of road of which the maintenance is compulsory on the inhabitants of St. Giles, are not yet conceded, and belong to Government, and that if these lands were conceded, the grantees of those lands would be bound for the maintenance of this road: that consequently Government being proprietor of these lands ought to be bound to maintain the said mile of road, in the same manner as it is bound to maintain the half mile of the said road.

That it is unjust that the inhabitants of St. Giles should be exclusively burdened with the maintenance and repair of a road, situated in the Parish of St. Nicholas.

That great difficulties have arisen between the inhabitants of St. Giles and the inhabitants of St. Nicholas, in respect to the maintenance of this mile of road, and that these difficulties have been submitted to the various Municipal Councils, which have refused to settle them.

That seeing the lands adjoining to this road belong, and the road itself likewise, rightfully belongs to Government, the road ought not to be left chargeable to the public;

Wherefore, Your Petitioners pray Your Excellency to take their Petition into your favorable consideration, and to discharge the inhabitants of St. Giles of the burden of maintaining the said mile of road, and to place the same under the charge of Government, as justice requires.

And Your Petitioners will ever pray, &c.

(Signed,) JAMES CHADWELL,
and sixty-two others.

ST. GILES, 20th October, 1848.

I, the undersigned, a Member of the Provincial Parliament for the County of Lotbinière, recommend to His Excellency the Governor General, the prayer of the Petition of the inhabitants of St. Giles.

(Signed,) JOS. LAURIN,
M.P.P.

ST. GILES, 11th November, 1848.

Appendix
(C.C.C.) (Copy.)
30th July.

QUEBEC, 15th November, 1848.

SIR,

I have the honor to transmit to you the Petition of the inhabitants of St. Giles, in the County of Lotbinière, and to request that you will kindly invite His Excellency the Governor General's favorable consideration of the prayer which it contains.

I have to inform you that a new Magistrate is required in the Parish of Lotbinière, I beg you therefore, to cause the name of Mr. Urbain Noël, of Lotbinière,—whom I recommend to fill the Office of Justice of the Peace,—to be included in the Commission of the Peace for the District of Quebec. This gentleman is one of the Municipal Councillors of the County of Lotbinière.

I have the honor to be,

Sir,

Your very obedient Servant,

(Signed,) JOS. LAURIN,
M.P.P.

Honorable J. LESLIE,
Provincial Secretary.

OFFICE OF THE AGENT OF THE SEIGNIORY OF
LAUZON,

St. Henry, 19th March, 1849.

SIR,

In conformity with your letter of the 10th March instant, I have respectfully to Report, that the Road which the inhabitants of St. Giles consider ought to be maintained by the Crown, as being the Seigneur of Lauzon, is in the Parish of St. Nicholas, Concession of St. Elizabeth.

The facts stated in the Petition of the inhabitants and in Mr. Dionne's letter, are true; but I am ignorant that any person has asked for Lands from the Agents of the Crown in that part of the Seignior. I am informed, however, that Sir John Caldwell, refused to concede the Lands in question, and kept the road in repair himself. I have not had the road repaired, because I considered that the Crown had nothing to do with it. I have no knowledge that the Municipal Councils have refused to settle the matters in dispute, between the inhabitants of St. Nicholas and St. Giles, concerning this road; and even that there have been difficulties between them on that account. In order to relieve the Crown from its liability to this work, I propose that the Lands in question should be conceded; but the prompt concession of them appears rather difficult, inasmuch as their value is not above mediocrity.

Appendix
(C.C.C.)
30th July.

For the advantage of the Crown, and in order to the profitable administration of the Seignior, I propose that a Legislative enactment should be brought forward, to re-unite the conceded Lands, which have been abandoned, to the Domain.

I am, very sincerely,

Sir,

Your very humble Servant,

(Signed,) P. PARADIS,
Agent for Lauzon.

T. BOUTHILLIER, Esquire,
Crown Lands Office,
Montreal.

(Copy.)

QUEBEC, 5th November, 1850.

SIR,

In obedience to the order of reference of His Excellency the Governor General, made on the Petition of certain Inhabitants of St. Giles, transmitted to me with a letter from the Assistant Commissioner of Crown Lands, dated 19th May, 1849, complaining of being held to the repairs of a portion of Craig's Road, which passes through the Parish of St. Nicholas, in the Seignior of Lauzon, as fixed by a *procès verbal* of the 7th, 8th, 9th, 10th, and 11th August, 1792, and praying that the Crown would take upon itself such repairs, as proprietor of the Seignior of Lauzon, through which it passes; I have the honor to report to you for the information of His Excellency, that having visited the locality and inquired into the circumstances of the case, it appears to me that equity as well as expediency is in favor of the Government bearing the expense of putting this part of the Road into a proper state of repair. Two of the lots through which it passes had been conceded and were taken back by Sir John Caldwell, with a view to the Canal being made which was to supply the St. Nicholas Mills with a larger quantity of water, and the others were purposely not conceded, partly with the same view. Now, from the increased traffic on the Road, it has become in so bad a state, that it would be a considerable burthen upon the Inhabitants of St. Giles to sustain its repair and future maintenance; and this has also deterred persons from conceding, the effect of which would be to burthen the Concessionaires with this duty to the extent of their respective lots; whereas I believe the greater part if not the whole could be conceded, subject to any rights in reference to the Canal, were it once properly repaired. I should, therefore, respectfully recommend that this be done at the Government expense, the amount of which I have had estimated at from £45 to £50 currency. Mr. Michael Kelly, who lives upon the spot, and has the maintenance and superintendence of another part of this Road which is at the charge of Government, and of the Woods in the Parishes, would undertake this work either by the job or by daily labour, to be approved of by the Inspector; and knowing him well for a person who may be trusted, I would suggest the propriety of

Appendix
(C.C.C.)

30th July.

employing him for this object, should it be undertaken.

I have the honor to be,
Sir,
Your obedient and very humble Servant,

(Signed,) F. W. PRIMROSE,
I.G.D.R.

To the Honorable
The Commissioner of Crown Lands,
&c. &c. &c.

(Copy.)

QUEBEC, 22nd November, 1850.

SIR,

In reply to your letter of the 9th instant, in reference to the Petition of the Inhabitants of St. Giles, and other matters connected with the same subject, I have the honor to state to you that the Canal does not run through any other lands than those designated on the plan, until after it passes beyond the limits of No. 10, and when beyond those limits, until it joins the Mill stream, it passes either through lands which have never been conceded, or which, having been conceded, had been taken back by the late Sir John Caldwell. The only conceded land through which it passes is the land of Mr. Michael Kelly, who did not get his concessions until after the Canal was made, and subject to which they were made; under the conditions, however, of the proprietor of the Canal making and keeping the banks of it in good order, or to pay damage occasioned by neglect, as also to make the necessary fences and gates when required, and not to take materials without the consent of the Censitaire. To these conditions the lessee ought and is willing to be bound. I understand that the lots taken back were surrendered by deed, but I have as yet been unable to ascertain whether they exist or not. Many of the titles in Lauzon have been destroyed by fire; but the possession has been so long that there is no danger of trouble on that account. I do not apprehend any difficulties in respect to this matter, and would not recommend the granting the shorter lease to Mr. Ross, as if he had any apprehensions, I feel sure of obtaining another tenant on the same terms.

Mr. Arthur Ross did, during his lease, make a portion of the Canal as represented, being desirous of having a different outlet from the Beauvillage, than the old one. But the road in question is of no more use to the lessee of the Mills than to any ordinary traveller. It is one of the great outlets to the Townships which occasion much traffic, and it would, as it appears to me, be an injustice to charge such lessee with the repair.

The portion of the Road at the charge of Government consists of two of the lots immediately in question, and which, having been conceded, had been taken back by Sir John Caldwell. They are, I believe, Nos. 7 and 8, but the old pickets are not standing; there are also several lots beyond No. 10, nearer the Mill, which are under similar circumstances, and in consequence have been at the charge of the Seigneur.

Mr. Kelly, ever since I have had the management, has been allowed £22 per annum for the care of the

Woods and the Roads, calculated at £10 per annum for the Woods, and £12 for the Roads. I found that previously he had received £10 per annum for Woods, and the Roads were repaired by day labour, which often exceeded £12 per annum; and I thought it best to grant a fixed remuneration. He is still charged with these duties.

The soil in the locality is not particularly good, but if the Road was in order, the land would be, I feel confident, all taken up.

The local authorities are disinclined to interfere, and I would still recommend the repair of the Road at the Government expense.

I have the honor to be,
Sir,
Your obedient and very humble Servant,

(Signed,) F. W. PRIMROSE,
I.G.D.R.

To FELIX FORTIER, Esquire,
Crown Land Department,
Montreal.

(Copy.)

QUEBEC, 27th June, 1851.

SIR,

In reply to your letter of the 7th December last, requesting further information respecting Craig's Road in St. Nicholas, I have the honor to state, in reference to the different queries contained therein, as follows:—

To the 1st. I do not understand that the land called the Fief St. Felix, forms any part of Lots Nos. 1 and 2,—and I am informed that the same has never been surveyed or conceded.

2nd. The Canal from Lot No. 7, runs through Lots Nos. 8, 9, 10, and 11, and is sixty-five arpents long before it joins the mill stream.

3rd. Kelly, has two Lots in St. Elizabeth, Nos. 10 and 11, having three arpents in front each.

4th and 5th. The road now at the charge of Government, runs through Lots, 3, 4, 5, 6, 7, 8, 9, 12, 13, and 14; of these 6, 7, 8, 12, 13, 14, had been conceded to different individuals, and were taken back by Sir John Caldwell. I am not aware that any were afterwards conceded and abandoned.

6th. I am not aware that Mr. Ross had any authority given him to cut a new Canal through Lots No. 3, 4, 5, 6. I should think it unjust to charge the lessee with the repair of the road opposite those Lots, because the road is the great highway from St. Nicholas to the Townships, and not made use of by him for the purpose of this new Canal, otherwise than as a common traveller along the road.

7th. I do not conceive that this new Canal forms any obstacle to the conceding of the Lots through which it runs.

8th. I believe I have been applied to for concessions of one or two of the Lots near the St. Giles

Appendix
(C.C.C.)

30th July.

Appendix
(C.C.C.)

30th July.

Boundary, Kelly pays for one of his Lots, No. 10, four and a half dollars per annum; for the other, the old rate.

9th. I believe that persons would concede the undisposed-of Lots, at the reduced rate of 7s. 6d., per ninety arpents, but I imagine they would expect the road to be first put in a fair state of repair.

In consequence of your directions I informed Mr. Kelly, that his services were no longer required, one effect of which has been, that there are great complaints of the state of the road, and the authorities having applied on the subject to Mr. Paradis, have, as I have been told, been informed by that gentleman, that he had nothing to do with it unless he received orders from the Crown Land Department, which he had not done.

In reference to the charge made by Mr. Kelly, for the road and as Forester, it amounted to less than it cost previously; the distance of road to be repaired extends over from eight to nine Lots of three arpents broad, running in an oblique direction. I have reason to believe there were no such depredations as are stated to have taken place during his care of the woods, but I shall cause him to give full explanations on the subject, which he is desirous of doing, feeling that he has, as he conceives, been very unceremoniously dismissed from his employment.

I have the honor to be,
Sir,

Your obedient and very humble servant,

(Signed,) F. W. PRIMROSE,
I.G.D.R.

To FELIX FORTIER, Esquire,
Crown Land Department.

(Copy.)

CROWN LANDS DEPARTMENT,
Montreal, 7th December, 1850.

SIR,

I am sorry to trouble you again for further information respecting Craig's Road, in St. Nicholas, without which I cannot make any report to the Executive.

Question 1. Does the land called Fief St. Felix, and comprized within the red line marked on the plan, form part of lots Nos. 1, 2, and if not, was it ever surveyed and conceded?

2. How far runs the Canal from lot No. 7, and where does it join the Mill stream? A sketch would be very desirable.

3. What frontage have Kelly's lands in St. Elizabeth? State their number.

4. What are the lots opposite which the Road now at the charge of Government runs? State the number and the range and concession.

5. Have lots Nos. 3, 4, 5, 6, 7, 8, 9, ever been conceded? If so, state which, and whether they have been surrendered back to the Seigneur; and if afterwards the Seigneur has not conceded again some

of these lots to individuals, who have abandoned them, as stated in Mr. Dionne's letter of 22nd April, 1849.

6. Was there any authority given to Mr. Ross to cut a new Canal through lots Nos. 3, 4, 5, 6; if so, by whom, and if not, why do you consider it more just to charge the Government with the road opposite these lots, than the lessee who makes use of the same for the purposes of this new Canal?

7. Is this new Canal an objection to the conceding of the lots through which it runs?

8. Have you ever been asked for a concession of any of these lots? Please state the rate Kelly pays for his land No. 10.

9. Do you believe that the reduction of the actual rate of *cens et rents* to 7s. 6d. per every 90 arpents, would induce persons to take grants of the lots undisposed of opposite the Road in question?

If I understand well your letter of the 22nd ultimo, Kelly is still employed as Forester and Keeper of the Road at the expense of Government; if so, please inform him that his services are no more required, and call upon him to account for the large depredations of timber in the winters of 1848, 1849, 1850. His charges of 20s. per month for the keeping of half a mile of Road appears to be most exorbitant.

The Agent, Mr. Paradis, will receive instructions to attend to this subject.

An early answer to this letter will oblige.

I have the honor to remain,
Sir,

Your obedient Servant,

(Signed,) FELIX FORTIER,
For Commissioner of Crown Lands.

The Honorable
F. W. PRIMROSE,
&c. &c. &c.,
Quebec.

OFFICE OF CROWN LANDS,
Montreal, December 7th, 1850.

SIR,

I recently received a letter from Mr. Primrose, by which I am informed that a person named Kelly, has been employed since 1845, to execute the repairs of a part of the road in the Concession, St. Elizabeth, Parish of St. Nicholas, at the rate of £12 per annum. I have written to inform Kelly, that his services are no longer required, and to request him to explain how it happened that so many depredations have been committed on the wood, in the course of the two last winters; to instruct him, moreover, to give you directions concerning the wood, and the road, which seems to extend no more than fourteen arpents front. Mr. Narcisse Dionne, who resides at St. Giles, at a short distance from this road, considers that its maintenance and repair is worth five shillings per arpent per annum. At some future time I will write further to you respecting this road. As to the

Appendix
(C.C.C.)

30th July.

Appendix
(C.C.C.)

30th July.

wood in the unconceded lands in St. Nicholas, you must necessarily make an arrangement with some one, to guard them; but before concluding the bargain, let me be acquainted with the terms of the agreement. You must take care that the Woodman is a trust-worthy person.

As to wood on lands now occupied by persons who have no title (squatters), it is difficult to give you instruction at this distance. You are on the spot, and therefore better able to suggest what is fit to be done. Everything depends on the quality of wood which is still standing in the Parishes of St. John Chrysostom, and St. Isidore. You will give me explanations on this subject.

I desire to have an answer to my letter of the 12th October last, and to know whether you have taken any steps, in conformity with the instructions contained in my letters of the 13th and 14th September, and that of the 8th October last, to which you gave only a partial answer in yours of the 21st of the same month.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) FELIX FORTIER,
For Commissioner Crown Lands.

OFFICE OF CROWN LANDS,

Montreal, 10th December, 1850.

SIR,

I transmit to you a small plan, which relates to the road of which I spoke in my letter of the 7th instant, to make known to you the locality in question, and to enable you to suggest what is proper to be done, and to give answers to the following questions:—

Have Lots Nos. 1, 2, 3, 4, 5, 7, 8, 9, been already conceded since resumed by the Seigneur, and again subsequently conceded by him to new *Censitaires*, since the opening of the Canal?

When Mr. Lambert made his return of the occupiers of land in 1846, who occupied these different lots? Had those occupants titles?

Does the portion included within the red line, and named Fief St. Felix, form part of lots 1, 2, 3, and of the Concession St. Elizabeth? If not, say whether it has ever been conceded or divided, in order to be conceded? Is it your opinion that these lots might be conceded without difficulty, at the new rate (7s. 6d. per 90 arpents.) Is the Canal passing through those lots injurious, and an obstacle to their settlement?

What is the length of this Canal beyond Lot No. 10, towards the North?

What width of land does Kelly hold in that locality, and what are the numbers of his lots?

I shall be obliged to you for a small diagram of the course of this Canal.

Of the lots marked on the plan, are there any that the Seigneur has resumed, and that he has always held since he so resumed them?

According to the Table of 1835, several of these lots seem to have been conceded, but it cannot be known exactly which.

Is there nowhere to be found a plan of the Seignior, or of each Parish in the Seignior, with traces of the ancient surveys, and of the divisions of the lots.

Have the goodness to procure information on these heads from Mr. Têtu the Notary, Mr. Lambert, and also, from Mr. Primrose, if you meet him at Quebec, and communicate to me the result of your inquiries.

I have the honor to be,

Sir,

Your obedient Servant,

(Signed,) FELIX FORTIER,
For Commissioner Crown Lands.

(Copy.)—No. 36, Crown Domain.

On the Application of certain Inhabitants of
St. Giles.

The applicants pray to be discharged from the keeping in repair of a certain Road in the Concession of St. Elizabeth, in the Parish of St. Nicholas, Seignior of Lauzon, one mile and a half in length, half a mile of which road, they state, is now at the charge of Government.

The applicants are bound to keep the road in question in repair, pursuant to a *procès verbal* made in 1792, directing that the Seigneur of Lauzon, having given the ground requisite for the road therein mentioned, would be free from all duties relative to the same, and that the individuals who would thereafter take lands in Lauzon, near the new established road, would have their shares of the same to keep in repair.

The applicants allege that the lands opposite the road have not yet been granted, and that Government, as proprietor of the same, should in justice keep the road in repair.

Mr. Paradis, the Agent, in order to relieve the Crown, suggests that the lots of lands be conceded; but their small value is represented as an obstacle to an early disposal.

According to Mr. N. Dionne (one of the applicants) the portion of the road they allude to, runs from No. 9, inclusive, to the Seigniorial line, and thence through the Fief Gaspé, as far as Mr. C. H. Têtu's property in St. Giles, that lots 7, 8, 9, were at first conceded, and afterwards taken back by the Seigneur of Lauzon, for the purposes of a Canal and the use of his Mills, who again re-granted to three individuals the same lots; these individuals have abandoned their lands since. The rate they were charged appears to have been 22s. 9d. per land of 90 arpents.

Appendix
(C.C.C.)

30th July.

Appendix
(C.C.C.)

30th July.

Mr. Dionne states, in support of the application, that the late Lessee of the St. Nicholas Mills, used the lots 3, 4, 5, 6, by cutting a new Canal across the same; this was done without any authority from Government.

Mr. Primrose is of opinion, that the road in question should be made and repaired at the costs of the Government, and that the lands [Lots 5 and 22, November 1850], could afterwards be soon disposed of; he values the cost at from £45 to £50. Mr. Dionne values the work much less, to wit, 20s. per arpent (£28 for a mile); the annual cost of keeping in repair, is put down at 5s. per arpent, which would make for the whole road (one mile and a half) £10 10s. If the work was given by Tenders, it might be made for less in his opinion.

Reference is respectfully prayed to the Correspondence of the Department with Messieurs Dionne, Paradis, and Primrose, copy of which is herewith.

The statement in Mr. Primrose's Letter of the 27th June last past, in answer to a Letter from this Department of the 7th December, 1850, that lots No. 3, 4, 5, 6, 7, 8, 9, are the lots opposite which is the road at present at the charge of Government, appears incorrect, as they are the very lots mentioned in Mr. Dionne's Letter of 22nd April, 1849.

It is admitted that the bad state of the road is owing to the increased traffic in that part of the Country, and to its being the outlet of the Seigniorship of St. Giles, and the Townships.

Mr. Primrose states that the road is of no more use to the lessee of the Crown, than to a common traveller.

It appears also, that, had the Applicants kept the road in order, as they were bound to do, it would be easy to dispose of the Lands which may belong to the Crown in that range.

There is no reason whatever, to charge the Government with the keeping in repair of that portion of the road within the Fief of Gaspé, without the limits of Lauzon.

Lots 1, 2, 3, 4, 5, 6, not having yet been conceded according to Mr. Dionne's own statement, and as there is no proof that the Crown has refused to concede any of these lots, the Applicants do not appear entitled to be relieved from the duties imposed upon them by the *procès verbal* of 1792; because the late Lessee, without the sanction of the Crown, has thought proper to cut a Canal through four of these lots.

With regard to Lots No. 7, 8, 9, Mr. Dionne himself states that they have been regranted by the late Seigneur, subject to the servitude of the Canal, as therefore they do not belong to the Crown, though they may have been abandoned by their owners, the keeping of the road opposite should not be at the costs of Government any more than the road opposite Kelly's lot of land; in order however to relieve the applicants, directions will be given to the Agent to take, without loss of time, effective measures for the immediate granting of any of the lots of land in that locality, which the Crown may have the right to dispose of, the rate of the *cens et rentes* to be 7s. 6d. per ninety arpents as fixed upon in 1848, instead of 22s. 9d. the former rate.

It is to be regretted that more precise information could not be furnished.

From Mr. Primrose's own statement, it would seem that the road now at the charge of Government includes only Lots 10, 11, 12, 13, 14, the two first lots belonging to Kelly, who for many years has been allowed by Mr. Primrose the annual sum of £12 for keeping that road in repair (14 arpents in length) including Kelly's own lots.

Kelly was moreover allowed £10 as forester.

The sum allowed for road repairs appearing exorbitant compared with the valuation made by Mr. Dionne who is on the spot, directions were given to Mr. Primrose to inform Kelly that his services were no more required, and to request him to account for the large deprecations of timber that had taken place for several years.

As Mr. Primrose had ceased to have the superintendance and administration of Lauzon, instructions were at once given to the agent, Mr. Paradis, as will be seen by the letters of the 7th and 10th December, copies of which are herewith. Unfortunately in acknowledging the first letter, Mr. Paradis has tendered his resignation, since which he has taken no action with respect to the same.

The absence of a *papier terrier* and *levie censier* for the Seigniorship of Lauzon creates great difficulties in the administration of the same; the undersigned would therefore beg leave to call the attention of Government to his report of the 6th May, 1850, upon which no decision has yet been given. Copy of that report is herewith.

Though the undersigned does not feel justified in recommending the applicants' prayer, yet it may be proper on the part of Government, as a mere act of liberality, to authorize the Agent, out of the funds he may have in his hands, to expend a certain sum of money to assist the Applicants, for this year only, in putting the whole of the road in good order; not including, however, the portion out of the Seigniorship of Lauzon, such sum not to exceed twenty-five pounds, with the understanding, moreover, that the Applicants will keep the same in repair, as bound to do by the *procès verbal* of 1792, until the Crown disposes of the Lands which may be yet at its disposal along that road.

The whole respectfully submitted.

(Signed,) J. H. PRICE,
C.C.L.

CROWN LANDS DEPARTMENT,
Toronto, 7th July, 1851.

C.L.O., Toronto, 7th July, 1851.

Referred to the Committee of the Honorable the Executive Council.

By Command.

(Signed,) J. H. PRICE,
C.C.L.

The foregoing documents, certified to be true copies of the originals, (six words erased, null).

FELIX FORTIER,
For Commissioner of Crown Lands.

C.L.O., Toronto, 29th July, 1851.

Appendix
(C.C.C.)

30th July.

R E T U R N

TO AN ADDRESS OF THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 23rd July, 1851; for "All Information in the possession of the Government, in reference to the proper Gauge to be adopted for Railroads to be constructed in this Province, as well as the Copies of all Proceedings and Orders in Council relating to the same."

By Command.

J. LESLIE,

Secretary.

SECRETARY'S OFFICE,

Toronto, 30th July, 1851.

No. 89.—(Copy.)

DOWNING STREET,
18th June, 1847.

MY LORD,

Having received information, that the works of the projected Railways in New Brunswick, for which Acts have been passed by the Colonial Legislature, are likely to be commenced forthwith and carried on in such a manner as to render it necessary that the Gauge of the Line should be determined at a very early period, I consider it to be of the very highest importance to secure from the out-set the adoption of an uniform Gauge, not only in New Brunswick, but throughout the whole of British North America. I have accordingly to instruct Your Lordship to communicate with the Lieutenant Governors of New Brunswick, and Nova Scotia, for the purpose of ascertaining what steps it would be expedient to adopt to secure this advantage. I can express no preference of one Gauge over another, as I do not consider myself qualified to form a judgment upon a question of that description, but I am of opinion that the decision must rest in a considerable degree, not merely upon what is in itself the best Gauge, but upon what Gauge has already been adopted in existing lines with which those about to be constructed will eventually communicate. The extent of Railroad as yet constructed in the British Provinces is too inconsiderable to occasion any difficulty in adopting any Gauge that may be preferred, but the Gauge in use on Railways in the United States which are likely to become connected with the Railways in the British Provinces should not be overlooked. The course which it appears to me, that it would be desirable to take, is to endeavor to determine what, upon the whole, will be the best and most convenient Gauge, and then to

recommended the Colonial Legislature to prescribe its adoption.

I have, &c.,

(Signed,) GREY.

Governor General,
The Right Honorable
The Earl of ELGIN.
&c., &c., &c.

(Copy.)

GOVERNMENT HOUSE,
Halifax, 5th July, 1847.

MY LORD,

In complying with the instructions which I have just received from the Right Honorable the Secretary of State for the Colonies, to communicate with your Lordship upon the great importance of uniformity of "Gauge," on the Railways about to be established in the British North American Colonies, it may be proper for me to acquaint Your Lordship that no other action has as yet been adopted by the Legislature of this Province, with respect to the projected Railroad, beyond an Address to the Home Government, suggesting an exploration, with a view to ascertain the best line through which it should pass from hence, as the trans-Atlantic terminus, towards Quebec, and pledging itself to defray the expense of such survey, as regards the portion of Nova Scotia, through which it may pass; this survey is now in progress, but will probably not be so far advanced towards completion as to enable the officers conducting it, to report before the close of the present season.

Appendix
(D.D.D.)

30th July.

Deeply impressed as both the Legislature and people of Nova Scotia are known to be, with the vast benefits to its interests, in common with those of all the Sister Colonies, which must result from the formation of this great work, they would, I am convinced, be found ready willingly to conform to such general principles; whether, as respects "Gauge" or otherwise, as may be agreed upon in inter-communication with the Sister Colonies, and be propounded through Your Lordship, for example, that of such primary importance as the manner in which this great work should be constructed; that its formation, as well as its superstructure, should be solid and durable, would appear to be essential in order to render the undertaking ultimately and certainly remunerative; and thereby to protect the interests of those who may be induced to embark capital in it. To this conclusion, I am led, as well by the publicly declared opinion of perhaps the highest British authority on the subject, (Mr. Hudson,) as by the fact, which has been stated to me by what I regard as equally high authority, that owing to the flimsy materials of which some of the cheap Railways in the United States are formed, several of them have proved, in a great degree, failures; whether as respects celerity of locomotion, or a due degree of security to the persons and property of travellers,—too frail to bear the transport of heavy goods. I am assured that they are found to require such frequent repairs as to be wholly unprofitable as a speculative outlay and to have even determined the proprietors, in some instances, to encounter the expense of causing their reconstruction upon a more solid plan. I earnestly trust, therefore, that the people of these Colonies will not allow themselves to be induced by plausible or designing persons to connect themselves with undertakings of so unstable a description; and therefore, also do I hope, that this great undertaking, whenever it may be commenced, may have not only the sanction and encouragement of Her Majesty's Government, but also its superintendence and control as respects its construction; firmly believing as I do, that not only are the future commercial interests of these Colonies closely united with this great work, but that by incalculably encreasing the power of the Parent State to fly to the aid of their loyal population in repelling foreign invasion. It is destined to become the most powerful means which were ever devised for perpetuating the connexion and drawing more closely the ties by which they are bound to the glorious country of their origin and their pride. In a word, the main object of the foregoing remarks has been to record my impression that, as the benefits to be derived from this stupendous undertaking, will, it is to be hoped, be great and permanent, so should the work itself be of the most enduring character.

With these observations I recur to the important subject of uniformity of Gauge, (which, speaking militarily, may be regarded as indispensable as the adaptation of the shot to the calibre of the gun,) only for the purpose of repeating the expression of my opinion, that any suggestion in connexion with it, proceeding from the central and leading Province, (Canada,) and conveyed through Your Lordship, would not fail in receiving the most respectful consideration from the Government, Legislature, and People of Nova Scotia, with an earnest desire to meet it.

I have, &c.,

(Signed,) J. HARVEY.

His Excellency

The Earl of ELGIN, K.T.,
&c., &c., &c.

(Copy.)

FREDERICTON, N. B.,
16th July, 1847.Appendix
(D.D.D.)

30th July.

MY LORD,

Having received an instruction from Earl Grey, to communicate with Your Lordship on the question of establishing a uniformity of "Gauge" in the construction of Railways throughout these Provinces, and being impressed with the importance of providing at the out-set for the adoption of such uniform Gauge in connexion with the Railways in the United States as may from experience be approved. I do myself the honor of addressing Your Lordship in order to ascertain your views on the subject. The only undertaking which is likely to be soon commenced in this Province is that of the Saint Andrews and Quebec Railway Company, which has received the sanction of Her Majesty's Government. Their prospectus is enclosed, and from the greater proximity to the United States Railroads on the Canadian Side, and the progress already made in the construction of Railways in Canada, I shall be prepared to recommend to the Legislature of this Province whatever Gauge may after full consideration of the general interests appear to Your Lordship and to the Canadian Government to be the best. The medium Gauge, I am informed is at present preferred in England.

As the St. Andrews Company intend to commence operations without delay, an early communication on the subject will be important for their guidance.

I have, &c.,

(Signed,) W. M. G. COLEBROOKE.

The Right Honorable,
The Earl of ELGIN,
&c., &c., &c.

(Copy.)

To His Excellency the Right Honorable JAMES, Earl of ELGIN and KINCARDINE, Governor General of the Provinces of British North America, &c., &c., &c.

The Petition of the St. Lawrence and Atlantic Railroad Company.

HUMBLY SHEWETH:

That Your Petitioners applied to the Provincial Legislature during the late Session for an Act to amend their Act of Incorporation and further to extend the powers of the Company, which said amended Act has received the Royal Assent.

That during the passage of the said Act through the Honorable the Legislative Council, on the last day but one of the Session, at a period when opposition would have been fruitless, unless at the sacrifice of the Bill itself, an amendment was introduced, whereby Your Petitioners are compelled to construct their Railroad with a Gauge of 4 feet 8½ inches, unless otherwise determined by Your Excellency in Council within "Six calendar months."

That Your Petitioners have been actively engaged in the survey and actual construction of their road for two years, and have now under contract 45 miles, from the St. Lawrence to Acton.

Appendix
(D.D.D.)

30th July.

That the Atlantic and St. Lawrence Railroad Company who take up the prolongation of this Railroad from the boundary line of this Province to the City of Portland in the State of Maine on the Atlantic Ocean, have been likewise in active operation, and are in a similar, (if not a greater) state of forwardness with petitioners, having about 50 miles under contract.

That the two Companies satisfied that to obtain the most beneficial results from the enterprize when completed, both on public and private grounds, it should be constructed throughout its whole extent on the same general plan and system, entered into a reciprocal agreement duly signed and sealed by the President and a Special Committee of each Corporation, on the 18th and 29th days of April, 1846, whereby each is bound to the other, to conform in the construction of the Railroad in all matters therein contained under a penalty of the entire Capital Stock of their respective Corporations, a printed copy of which Contract is herewith submitted for Your Excellency's information.

That by the 5th Section Your Excellency's Petitioners are bound to construct their Road with a Gauge of 5 feet 6 inches, upon the faith of which arrangement the Atlantic and St. Lawrence Railroad Company have contracted for the superstructure of their Road, and have built bridges, and commenced the piling of others, with expensive bridge abutments, and have much of the necessary timber delivered appropriately therefor. Your Petitioners have contracted in like manner, yet are not in the same forward state.

That Your Petitioners were the more secure in their hope of not being disturbed in their operations, up to the before mentioned period of the session of the Provincial Legislature, because declarations in accordance with their views had been publicly made in Parliament during the same session, by Members of the Provincial Executive Government.

That an alteration in the Gauge from 5 feet 6 to 4 feet 8½ inches, would therefore not only materially injure Your Petitioners but may eventually frustrate the enterprize, and be the means of subjecting them, under their agreement with the Atlantic and St. Lawrence Railroad Company, to a heavy penalty to the said Company by such alteration, amounting to the whole Capital Stock of this Company.

That Your Petitioners would earnestly represent to Your Excellency in Council, whatever may be thought of the propriety of establishing a uniform Gauge for the Province, or of making that Gauge different from the one adopted by Your Petitioners; that they, in conjunction with their Sister Company of Maine, have given the object of Gauge much consideration, and are confident from the result of their enquiries, that the five feet six inches Gauge possesses many advantages, intrinsically, over the narrow one of four feet eight and a half inches, in support of which they have taken the liberty of submitting the report of the Chief Engineer of the two Companies, A. C. Morton, Esquire, herewith, for Your Excellency's consideration, compiled by that gentleman with much care, and the result of long practical experience combined with scientific professional knowledge.

That the works on the Atlantic portion of the Road are in abeyance, and the Company suffering much damage in consequence; awaiting the decision of this question by Your Excellency, which is felt by all connected; to be of vital importance to the enterprize.

That Petitioners, therefore, humbly move Your Excellency to as early a consideration of their position, as circumstances may admit, and they pray, that Your Excellency will be graciously pleased to relieve them from the restriction imposed by the 16th Clause of the 10th and 11th of Victoria, cap. 65, and that by an order in Council they may be permitted to continue the construction of the St. Lawrence and Atlantic Railroad, with a Gauge of five feet six inches, and thus preserve, intact, their agreement with the Atlantic and St. Lawrence Railroad Company of Maine.

And, as in duty bound Petitioners will ever pray.

(Signed,) A. N. MORIN,
President.

[L.S.]

(Signed,) THOMAS STEERS,
Secretary.

Office of the St. Lawrence and
Atlantic Railroad Company,
Montreal, 30th September, 1847.

To His Excellency Lord ELGIN, Governor General
of Canada—in Council.

The undersigned in behalf of the President and Directors of the Atlantic and St. Lawrence Railroad Company, and for that purpose duly authorized, would respectfully represent. That in the month of November A.D., 1844, interviews were had at Montreal, by a Committee from the City of Portland in the State of Maine with the late Governor General of Canada, Lord Metcalfe, on the subject of a continuous line of Railway communication, connecting the navigable waters of the River St. Lawrence at Montreal, with the navigable waters of the Atlantic Ocean at Portland, that Lord Metcalfe, after looking into the question with that practical sagacity and wisdom, for which he was so much distinguished, gave to the enterprize the sanction of his open and unqualified countenance, and support; and ever after continued to do so, up to the period of his lamented death:—that encouraged by the favorable manner, in which the project had been received by Lord Metcalfe, and by several leading men in Montreal and Canada, a Charter was obtained from the Legislature of the State of Maine, granted February 10th, 1845, incorporating "The Atlantic and St. Lawrence Railroad Company," for the express purpose of constructing a Railroad from the Atlantic seaboard at Portland, to the boundary of Canada, there to connect and form a junction with a Railroad to be constructed from Montreal to said boundary at the same place. A copy of this Charter was immediately afterwards communicated to Lord Metcalfe—an application for a corresponding Charter for a Railway from Montreal to the boundary being then pending before the Provincial Parliament. That on the 17th March, 1845, an Act was passed by the Provincial Parliament, and approved by the Governor General, incorporating "the St. Lawrence and Atlantic Railroad Company," for the purpose; as stated in the Act itself, of making and completing a Railroad from the River St. Lawrence, as nearly opposite to the City of Montreal, as may be found desirable, to the boundary line between this Province and the United States of America at such point or place of the said boundary near the Connecticut River, as that the said Railroad may best connect with "The Atlantic and St. Lawrence Railroad," to be constructed from Portland, in the State of Maine, to the said boundary line, there to connect with the Rail-

Appendix
(D.D.D.)

30th July.

Appendix
(D.D.D.)

30th July.

road hereby authorized to be made and completed. Now your memorialists maintain, that it is difficult to find terms or language more explicit, showing the deliberate intention of both Legislatures to be to authorize the construction of a continuous unbroken line of Railway from the Saint Lawrence, at Montreal, to the Atlantic, at Portland.

But a Railway to be continuous must be on the same Gauge.—No Gauge being prescribed by law, the two Corporations were vested by their respective Acts of Incorporation, with full power and authority, not only to determine the Gauge, but to regulate the general plan and systems of construction, and to ordain and establish rules by which its operation should be conducted, with a view to the faithful execution of the trust confided to them, and of carrying out in good faith the intention of the two Legislatures, as expressed in their respective Acts of Incorporation.

And Your Memorialists would further represent that for the purpose of carrying into full effect those intentions in the spirit of liberality and mutual accommodations and interests, in which they originated, in authorizing the construction of said Railway. The President and Directors of the respective Companies on the 17th day of April, 1846, entered into a convention and agreement with each other, wherein, among other things, it was expressly determined, covenanted, and agreed—that “The proposed road shall be constructed throughout its whole extent on the same general plan and system.”

“The bed of the road shall be laid sufficiently high to protect it from being clogged up and rendered impassable by ice or snow. The rails shall be of a uniform pattern and of the same material and weight the yard: the Gauge shall be that of Five feet six inches in the clear between the rails. The Maximum gradient shall not if possible exceed sixty feet to the mile. The general direction of the road from the place of junction and connection to each terminus shall be as straight as the nature of the country through which it passes, and the Charters and other circumstances, will admit.”

“The road shall be laid out not less than six rods wide throughout its whole extent. The bed of the road shall be made and the rails laid in the first instance with the ulterior view of a double track, when the business of the road shall require it.”

“When the road shall have been so far completed as to be opened for business, each Company shall have furnished for the use of the road, a sufficient number of Cars for passengers and freight, suitable for the business of the road. Rules and regulations for conducting the business of the road shall be adopted, predicated upon the broadest and most enlarged principles of mutual convenience and accommodation, and with a view to advance the joint and reciprocal interests, as well of the contracting parties as of the public.

No distinction shall be made in the transportation of passengers on account of their citizenship or nationality; nor shall any difference or discrimination be made in the freight or other expenses of any article or merchandize on account of its foreign or domestic origin or ownership. The inhabitants of the British Provinces and the subjects of Great Britain on the one part, and the citizens of Maine and of the United States on the other, shall at all times be entitled to, and receive from, the parties of the first and second parts respectively, the same accommodation and the same privileges, at the same

rates and charges, without any distinction or discrimination whatever.”

To the terms and several stipulations of this agreement, a copy of which accompanies this Memorial, His Excellency in Council is respectfully referred.

Now, Your Memorialists, with great deference and respect contend, that, at the time of entering into the above mentioned agreement, the parties thereto, were fully authorized and empowered under their respective Charters to do so: that the several stipulations, agreements and covenants, became forthwith mutually binding and obligatory upon the parties to this indenture; and that the covenant and agreement, that “the Gauge shall be that of Five feet six inches in the clear between the rails,” is equally binding and obligatory as the other provisions. That stipulation forms part of a solemn contract, entered into after great deliberation and upon mature consideration, to which “The Atlantic and St. Lawrence Railroad Company,” which we represent, became a party at the time; and thereby assumed certain obligations, and became vested with certain rights, under, and by virtue of it. How then could it be any more competent for the Provincial Parliament, in equity and good conscience, and under the conservative laws of Great Britain, to divest “The Atlantic and St. Lawrence Railroad Company,” of their rights under that contract, than it would be for that Parliament to annul a Promissory Note or Bill of Exchange, given for a valuable consideration by the St. Lawrence to the Atlantic Company. We repeat, the St. Lawrence Company, under their Charter, had full power and authority to make the Contract at the time they made it, and in entering into the arrangement, they were manifestly carrying out the very purpose for which they were incorporated. If then, it be in the power of the Provincial Parliament to annul one legal contract with a third party, we are unable to see any reason, wherefore, they may not annul any and all contracts, which the St. Lawrence and Atlantic Railroad Company may legally enter into with any person whatever. A doctrine such as this, would be giving to the Provincial Parliament a power it is most respectfully submitted, which, it is believed, the Imperial Parliament never assumed.

But Your Memorialists would further represent, that although under their Act of Incorporation, the Atlantic and St. Lawrence Railroad Company had full authority and power to expend their funds in constructing any portion of their road through the territory of any intervening State, to the boundary of Canada; yet this could only be done with the assent of the State through which the road would pass. To remove all and every doubt in regard to such assent, the President and Directors of the Atlantic and St. Lawrence Railroad Company, applied to the Legislature of the State of New Hampshire for their assent at the last Session of that Body; whereupon, without a dissenting voice, the Legislature of that State passed an Act, 30th June, 1847, giving their assent, as prayed for; and conferring on said corporation power and authority, “for the purpose of locating and constructing said Railroad in continuation through the territory of said State,” and to the boundary line of Canada, near the Connecticut River; there to connect, in such manner, with the St. Lawrence and Atlantic Railroad, and to be constructed from Montreal to said boundary line at the same place, so as to form and constitute one continuous line of Railroad from the St. Lawrence, at Montreal, to the Atlantic Ocean, at Portland.” It is manifest therefore, that no objection to the convention and agreement of 17th April,

Appendix
(D.D.D.)

30th July.

Appendix
(D.D.D.)

30th July.

1846, could be taken on the ground, that "The St. Lawrence and Atlantic Railroad Company," had no legal power and authority to carry out and fulfil the agreement on their part. And it is equally manifest that the Government of New Hampshire are disposed to favor "that magnificent enterprise of a continuous line of railway from the St. Lawrence to the Atlantic, leaving it to the two corporations interested to adopt their own Gauge, as the Governments of Canada and Maine had done.

And Your Memorialists would further represent that in pursuance of the terms of the agreement of April 17th, 1846, and in fulfilment of the obligations assumed by them, the President and Directors of the Atlantic and St. Lawrence Railroad Company, proceeded forthwith to survey and locate at great expense their road; to establish its Atlantic terminus, as provided by said agreement; to purchase depôt grounds, and the right of way; and to take all necessary measures to carry out said agreement in good faith according to its terms and stipulations; so that about fifty miles of said road are now under contract, and the grading of thirty miles nearly completed; Three hundred thousand dollars having already been expended, and contracts been entered into the fulfilment of which will require an expenditure of about an equal sum.

And Your Memorialists would further represent that bridges and bridge abutments had been built, were in course of construction or under contract, all based upon the stipulations of the agreement and the Gauge of five feet six inches, and with views to a great freight road and international thoroughfare. When the President and Directors learned the passage of the Act of 10 & 11 Victoria, cap. 65, (July 28th, 1847,) and the provision enacted in and by its 16th section, whereby the Gauge of the road is limited to four feet eight and a half inches, unless the Governor in Council shall establish a different one. It is under circumstances such as these that the President and Directors of the Atlantic and St. Lawrence Railroad, being deeply interested in the question, have felt it their duty to appeal to Your Excellency in Council, and in the most respectful manner to request the Governor in Council to protect them from the great wrong and injury with which they are threatened. The Gauge of five and a half feet was not adopted lightly, but on the most mature consideration, reference being had solely to the great and permanent interest of trade, and the probable wants of commerce and business of the road.

One object of the mission of the undersigned was to press upon Your Excellency the importance of an early decision. We are in suspense; our orders and our operations are delayed. Shall we press on this great work to completion? A work which will do honor to the age in which it is achieved and to the men in power who foster it. Or must the President and Directors of the Atlantic and St. Lawrence Railroad Company, seeing the agreement of the 17th April, 1846, set aside in one of its fundamental provisions, fall back upon their own separate and distinct position, and determine for themselves, in this new and most unexpected state of things, what measures it would be best for them to adopt, what course to pursue? For it is presumed no one can expect that one party to an agreement will hold itself bound, when the other is relieved from the obligations, whether in whole or in part. Besides if the Provincial Parliament reduce and limit the capabilities of the road in one way, the Legislature of New Hampshire and Maine, following the example set them, may impose some burthen or some restriction, which must render

the whole concern too precarious and uncertain to command the aid of capitalists, and thereby dishearten and repel its ablest and most efficient friends.

In conclusion, the undersigned beg leave to tender to His Excellency the Governor General the assurances of their most distinguished consideration and respect.

(Signed,)

WM. P. PREBLE.

JOHN A. POOR.

Montreal, September 28th, 1847.

(Copy.)

EXTRACT from a Report of a Committee of the Honorable the Executive Council, on matters of State, dated 1st October, 1847, approved by His Excellency the Governor General in Council, on the same day.

On the Petition, (dated 30th September,) of the St. Lawrence and Atlantic Railroad Company, praying that they may be relieved from the restriction imposed by the 16th clause of the 10th and 11th Victoria, cap. 65, by which the Gauge is fixed at four feet eight inches and a half, and that they may be permitted to continue the Railroad with a Gauge of five feet six inches. Also, on a Memorial of the President and Directors of the Atlantic and St. Lawrence Railroad Company, on the same subject.

By an amendment made to the Act amending the Act of Incorporation of the St. Lawrence and Atlantic Railroad Company, it was made compulsory on the Company to construct their road with a Gauge of four feet eight inches and a half, unless otherwise determined by Your Excellency in Council, within six calendar months.

The Petitioners, it appears, have been engaged in the construction of their road for two years past, and have forty-five miles of the line under contract. The Atlantic and St. Lawrence Railroad Company, which takes up the prolongation of the road through the State of Maine, are in an equal state of forwardness. The two Companies seeing the necessity of constructing the road throughout its extent, on the same general plan, entered into a reciprocal agreement in April, 1846; by the 6th clause of which agreement, among other things, it is stipulated that the Gauge shall be five feet six inches in the clear between the rails, under a penalty, each to the other, of the entire Capital Stock of their respective Corporations. In conformity with this arrangement, much of the timber required, is actually delivered, prepared for the prescribed Gauge of five feet six inches; and the St. Lawrence and Atlantic Railroad Company state, that an alteration in the Gauge would not only be injurious to them by the additional expense which would be thereby incurred, but would subject them, under their agreement, to the forfeiture of their entire Capital Stock.

Appendix
(D.D.D.)

30th July.

Appendix
(D.D.D.)

30th July.

The Committee, therefore, under these circumstances, and in consideration of other facts detailed in the Petition, concur in humbly advising Your Excellency, in conformity with the provisions contained in the above mentioned Act, 10th and 11th Victoria, cap. 65, to authorize the St. Lawrence and Atlantic Railroad Company to construct their Railroad with

a Gauge of five feet six inches, in accordance with the prayer of the Petitioners.

Certified.

(Signed,) J. JOSEPH, C.E.C.

Major CAMPBELL,
Civil Secretary.

Appendix
(D.D.D.)

30th July.

15 Victoriae.

Appendix (E.E.E.)

A. 1851.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

FINAL REPORT

OF THE

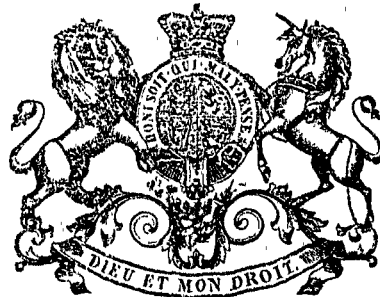
COMMISSIONERS OF INQUIRY

INTO THE AFFAIRS OF

KING'S COLLEGE UNIVERSITY,

AND

UPPER CANADA COLLEGE.



QUEBEC:
PRINTED BY ROLLO CAMPBELL,
GARDEN STREET.

1851.

RETURN

To an ADDRESS from the LEGISLATIVE ASSEMBLY to HIS EXCELLENCY the GOVERNOR GENERAL, dated the 30th instant, praying His Excellency to cause to be laid before the House "A Copy of the Report or Reports of the Commissioners who were appointed to "Inquire into the Affairs of King's College (now the University of Toronto), and Upper "Canada College."

By Command.

J. LESLIE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,

Toronto, 31st July, 1851.

CONTENTS:

REPORT ON AFFAIRS OF KING'S COLLEGE.

INDEX TO ABOVE.

APPENDIX.

INDEX TO APPENDIX.

REPORT ON AFFAIRS OF UPPER CANADA COLLEGE.

INDEX.

APPENDIX.

INDEX TO APPENDIX.

FINAL REPORT

OF THE COMMISSIONERS OF INQUIRY INTO THE AFFAIRS OF KING'S COLLEGE UNIVERSITY, AND UPPER CANADA COLLEGE.

The undersigned Commissioners of Inquiry into the Affairs of King's College University, and Upper Canada College, beg to submit to Your Excellency the following Report. The Commissioners of Inquiry derived their authority from the following Statute of the University, passed on 20th July, 1848.

Toronto, Canada West,
7th of August, 1848.

(Copy.)

(Signed,) ELGIN AND KINCARDINE.

WHEREAS it is most probable that this University will shortly again engage the attention of the Provincial Parliament, as it has done already for several sessions past, and may be made the subject of some legislative provision for putting it on a different footing from that on which it now rests: And whereas the Bill introduced into the Lower House of Parliament for this purpose, in the Year of Our Lord 1843, contained a provision for the appointment of a Commission, with certain powers in the said Bill specified, to examine into all accounts and other fiscal affairs of the said University, and of those of Upper Canada College, as an appendage to the same, and into all matters in any way connected with such affairs, and to report thereon; and in the event of the Commissioners, or the majority of them, disapproving the system upon which such accounts were kept, with power to frame and report a new system for the keeping of such accounts. And whereas it is desirable to facilitate as much as possible the early and final settlement of such question, and it is therefore expedient that such inquiries should be made at once, in order to enable the Legislature the sooner to come to a final determination thereon: And whereas, a belief in the existence of an unsatisfactory state of the financial affairs of this Institution has gained ground with the public, which it is hoped such inquiry would remove; and it is to that end of the utmost importance that the same should be carried on as well under the express authority of the University, and with all the aid that can be afforded by the members and officers thereof, as that it should also be conducted by persons not heretofore in any way connected with the management of its affairs: And whereas John Wettenhall, of Nelson, in the County of Halton, Esquire, Joseph Workman, of the City of Toronto, Esquire, and Robert Easton Burns, of the same place, Esquire,

are gentlemen considered well qualified to perform this duty.

Be it therefore enacted and ordained, 1st. That the said John Wettenhall, Joseph Workman, and Robert Easton Burns shall, and they or any two of them, are hereby authorized and empowered to examine into and report upon the financial affairs of this University, and the state of the endowment thereof, and also into the financial affairs of Upper Canada College as an appendage to this University, and the state of the endowment thereof, and all things touching the finances or endowments of them or either of them, as fully and effectually, and with all the like powers, as far as this Statute can confer such powers, as the same could or might have been done by any Commission that might have been appointed under the authority contained in the said Bill had the same passed into a Law.

2nd, That such Commissioners, or the majority of them, shall have, and are hereby invested with, full powers and authority to send for and examine such of the officers and members of this University, and of Upper Canada College, as an appendage to the same, and also, all such clerks and servants of them or either of them, and generally all such persons in the service or employment of both or either of the said institutions as such Commissioners, or the majority of them, shall think expedient or necessary for the purposes of such inquiry: and all such officers, members, clerks, servants, and persons so employed, shall, and they are hereby required to communicate to such Commissioners, or the majority of them, all the information in their power touching or in any wise concerning the subject of such enquiry, and moreover produce, and show to such Commissioners, or the majority of them, on their requisition, all such books, papers and records, or other matters as the said Commissioners, or the majority of them, shall or may from time to time think necessary or useful, with a view to the inves-

Appendix
(E.E.E.)

31st July.

tigation hereby committed to them, in the same manner, and to the same extent, and subject to the like penalties for disobedience as if such directions proceeded from the College Council itself.

3rd. That the Report of such Commissioners shall be made in duplicate, the one for the use of the College Council, and the other to be transmitted to His Excellency the Chancellor.

4th. That such Commissioners, on making their final Report, shall be entitled to such allowance from the funds of the University, not exceeding that usually allowed to Commissioners appointed for simi-

lar purposes by the Crown, as His Excellency the Chancellor for the time being shall, by warrant under his hand and seal, think fit to appoint, as well for their own loss of time and trouble in performing the services hereby required of them, as for all incidental expenses of clerks, stationery, and the like, which allowance shall be paid by the Bursar of the said University in obedience to such warrant.

(A true Copy.)

(Signed,)

H. BOYS,
Registrar, K.C.Appendix
(E.E.E.)

31st July.

Part 1st.—On the Affairs of King's College University.

THE Commissioners, in conformity with the provisions, and under the authority of the above Statute of the University, made arrangements for commencing their labours at the earliest possible date after notification of their appointment: and accordingly met in Toronto, on Monday, 7th August, evening. The first duty to which their attention was given, was that of ascertaining, as far as practicable, the nature and extent of the work which they had consented to undertake. A very short acquaintance with the existing state of the accounts of the University and Upper Canada College, sufficed to convince them that the inquiry would be one of much difficulty; and would require much more time and labor for its completion than they had, at the time of assenting to the proposal of their appointments, been led to believe would be called for. As, however, they had committed themselves to the undertaking, they determined to prosecute it with all the zeal and industry which they might be able to bring to a work of such high public importance: they therefore laboured earnestly from day to day, to make themselves masters of the financial and administrative affairs of the University, so as to be able to reduce the accounts to a simple and intelligible form, and to exhibit in a concise and clear statement the actual condition of the institution. But from day to day they found new difficulties arising, still more formidable than those already observed, and rendering more obscure and remote the object primarily aimed at by them, until, at length, the conviction was reluctantly forced on them, that any attempt to attain their purpose by a speedy generalization or revision of the accounts must prove abortive and totally unreliable.

The account books kept in the College office were, from the very foundation, defective, confused, and totally unsuited to the requirements of a correct business establishment; and the compilers of them being no longer in the service of the University, personal explanations, even if it all serviceable, were not available. No regular balance had ever been struck, by which their accuracies might have been tested, or their inaccuracy detected. Indeed, balancing was quite foreign to the character and structure of such books. The want of it was not felt, because the system (if such a term be applicable to uniformity of confusion) pursued in the office admitted of no such process of comparison. The first duty of the original College Council was obviously to have

placed the fiscal management of the University in the hands of an active and competent accountant, who would have opened a proper set of account books, on approved commercial principles. Instead, however, of adopting this course, the Council installed in the office of Bursar, a gentleman, devoid alike of business experience and the knowledge of practical book-keeping. The first element of all business accountancy, a Cash-book, was not found in the institution; (vide Question, No. 1, of the three addressed to Bursar Boys by the Commissioners, 16th August, 1848, and reply thereto;) and the want of it seems to have been unfelt, by either the Bursar or the Council, until the unexpected discovery of that officer's default, after an incumbency of over twelve years, brought out the fact that he had not kept any separate, or, at least, instructive record of his own private cash, and that of the University. (Vide Council Min. Book, Vol. 2, pp. 57 to 63.)

An endowment, consisting of nearly a quarter of a million of acres of the choice lands of the Province, nearly all in occupancy under lease, and valued by the Council, at its first meeting, as worth not less than one pound per acre, was thus, (after many years of previous mismanagement by the servants of the Crown,) at the outset subjected to defective administration. No proper rent-roll accounts were opened or compiled, showing the pecuniary relations existing between the tenants and the proprietor. Rents were received when offered; lands were sold when sought for; purchase money was taken when brought in; interest was accepted when tendered; and such occurrences gave introduction to the names of the respective parties to the account of the University. But the reappearance of such names, in the accounts, depended entirely on the parties own choice, or on their own conceptions of moral or business obligations. The Crown schedule handed over to the University, when the endowment was bestowed, gave the names of the lessees or occupants of lands; but no attempt was made, until a recent period, when the want of such a compilation was severely felt, to open a regular set of accounts with the whole of the tenants of the University. At the close of this investigation the Commissioners find, in the books of the University, numerous instances, as traced out by their clerks, after long and very perplexing research, of sales of University lands, some as far back as 1830, 1831, and 1832, on which one instalment of the purchase, or perhaps two,

Appendix
(E.E.E.)

31st July.

were paid, and nothing since, either for principal or interest. (See remarks on Sales, Appendix.) The Rent account has been even more negligently treated.

From the preceding brief statement some conception may be formed of the difficulties by which the Commissioners were beset, at the outset of their inquiry, and which continued to accumulate as they advanced in their labours.

An entire new set of account books, framed upon correct commercial principles, was considered by them as indispensable alike for the purposes of their investigation and the future service of the University. The work to be performed was not a mere examination of, or report on, existing accounts, but the actual formation of them; and this undertaking, so far from being made more easy by the aid of the accounts found in the books and papers placed at their command, was but rendered the more formidable and intricate by the imperfections and irregularities which were from time to time discovered to abound in them. It would have been a simple and unperplexing task to have made up a proper set of accounts, from correct day books, in which all transactions requiring fiscal record, had been duly and regularly entered, coincidently with the occurrences; but the Commissioners sought in vain among the University books for these elementary records.

In consequence of observing this defect at an early period of their investigation, the Commissioners addressed a formal communication to the Bursar, Dr. Boys, with a view of ascertaining the whole facts of the case. (Vide Appendix, three Questions to the Bursar, August 16th, 1848.)

The replies of Dr. Boys shewed that the Books desired were not to be found.

Dr. Boys, in answer to a question subsequently submitted to him by the Commissioners, stated his belief that a Cash-book had been kept; but the book to which he referred appeared to be the one alluded to in his reply to the question previously submitted.

The following is a list of the account books furnished up to this time, 21st Sept., 1848, to the Commissioners, as those containing the fiscal records which they sought for, viz:—

1. Rent Ledger, No. 1.
2. Rent Book.
3. Sale Book.
4. Sales Book.
5. Sales Ledger.
6. Instalment Book.
7. Yellow Book, No. 1.
8. Yellow Book, No. 2.
9. Col. Well's Account Current.
10. Mr. Patrick's Abstract Book, K.C.
11. Mr. Patrick's Abstract Book, U.C.C.
12. Monthly Abstract Book.
13. Sundry Parcels of Vouchers.

For the true character of these, as well as of many other books of the University, and the services

Appendix
(E.E.E.)

31st July.

derived from them, the Commissioners would refer to the Reports of their clerks, Messrs. McKenna and Quaife, under dates 29th November, 1850, and 13th February, 1851; to the notes and memoranda of Messrs. Rogers and McIntosh; and to the abstract and notes by Mr. McKenna, on the subject of Sales. (See Appendix.)

The Rent Ledger, No. 1, when handed to the Commissioners, was understood by them to be, for some definite period of the rent accounts, a complete record, embracing the whole Rent transactions of the University to the end of such period; nor was any intimation to the contrary given to the Commissioners or to any of their clerks. After the various account books of the Commissioners had been framed, and the work had been advanced considerably, it was incidentally discovered by the Secretary that the Rent Ledger in use was imperfect, being only the depository of a portion of the rent accounts; and that it was not an original account book, kept, as the Commissioners had been led to think, concurrently with the associate books, from which it appears to have been compiled; but, on the contrary, a work of recent date, ordered to be compiled for the purpose of meeting the continual requirements felt for such a book in the every day business of the College office, and that, owing to the too limited size of the volume, it had been found necessary to open a second, which was then in process of preparation, and would not be completed for some time to come. The Commissioners had by this time advanced so far with their own books as to render the discovery of this defect in the Rent account very perplexing; for, having commenced with regular annual balances, in order to exhibit the true state of the University affairs at the end of every year, it was now rendered apparent that these balances would, for this purpose, be useless. To suspend the general work of the accounts until the second Rent Ledger should be ready for use, was deemed inadvisable; and there was no certainty that it would be ready at the time named, nor was it completed for a considerable time after that date.

The Commissioners, therefore, decided on pushing forward the accounts, exclusive of those comprised in the Rent Ledger, No. 2, purposing, when that book should be placed at their service, to open supplementary books to contain the accounts found in it. These books were, in the course of the general work, made up, and will be found among the number delivered by the Commissioners.

On 20th January, 1849, upwards of five months after the commencement of the inquiry, when several years of the accounts had been posted, the Commissioners were apprized by the Secretary that the Bursar of the University had that day put into his hands "certain pocket-books," "five in number," "in the hand of Col. Wells, which he, the Bursar, presumed to "contain original entries," "and to extend through the whole period of the Colonel's Bursarship, from January, 1828, to 12th July, 1839. These books were, as described by the Bursar, "pocket-books," made of such a size as to be easily carried about in a breast pocket; and had, probably, from their unpretending appearance, been permitted to be long unnoticed in the College office. They contained a good deal of matter which might have been useful in the construction of the Commission accounts; but as, by this time, a large amount of the preliminary work, such as the calculation of rent and interest, and the reduction of these to proper form for introduction into the Journal; the regulation of the Cash and Sales accounts; and, in

Appendix
(E.E.E.)

31st July.

fact, the general elementary arrangement of the whole accounts had been proceeded with, and was now in an advanced state; the pocket-books of Col. Wells came too late to be of much service, except as affording a means of checking or correcting the matter previously derived from the other books of the College office.

In February, 1849, the Commissioners learned, through their clerks engaged in certain preliminary work of compilation in the College office, that a very large quantity of the lands of the endowment had passed into a state of serious peril, as concerned the legal proprietorship, in consequence of the lessees and occupants having been allowed to remain in undisturbed occupation, without payment of rent, or any other acknowledgment of the title of the University, for a period of time nearly sufficient to place them "in adverse possession."

The Commissioners regarded this fact as of so much importance as to call for instant attention; and accordingly instituted such inquiry on the matter as appeared to them to be called for. They instructed one of their clerks to make such search in the books and records of the University, as might enable them to judge correctly of the actual state of the lands referred to.

The result of this inquiry was a statement showing an aggregate of 49,088 acres to be in an unsatisfactory or immediately imperilled state. (See Appendix.)

The Commissioners can give no satisfactory information as to the present position of these lands. In many cases it is to be apprehended, the legal proceedings have resulted in loss of costs to the University. It is, however, a matter of certainty that a very large amount of the revenues of the institution must, by such long neglect of so large a portion of the estate, have been totally lost, which, if collected at the time at which it fell due, would have enriched the funds of the institution, and perhaps have prevented the alienation of much of the endowment by sales.

Whilst the general work of the accounts was proceeding, and was duly superintended and carefully examined from time to time by the Commissioners in session, or by one of their number in frequent visitation and attendance, the examination of the University records was carried forward by the Commissioners personally, and copious extracts therefrom transcribed into proper books, with alphabetical references, with a view to the acquirement of all possible information of the proceedings and transactions of the University authorities and officers, so that some definite apprehension of the general administrative policy of the Council might be formed. The whole of the Council Minutes from 1828 to the end of 1849, and the correspondence detailed in numerous volumes of Letter-books, were thus subjected to a careful analysis, which has enabled the Commissioners to take a more comprehensive view of the various subjects requiring their examination and expression of opinion, than they could possibly otherwise have had of them.

The Commissioners, after bringing forward the work of the accounts through the several years of the first period of the inquiry, or that extending from the establishment of the University to the end of Col. Wells' Bursarship, were grieved to find that in consequence of the defects, and the great confusion of the College accounts, a complete revision of

Appendix
(E.E.E.)

31st July.

the entire work must be effected. Numerous accounts had been opened under wrong names, or names of persons not related to the University otherwise than by the circumstance of appearing in the imperfect records of Cash, or of other transactions in which they were concerned, not as principals, but as agents for the occasion. In some instances the same person had been designated by quite different names; (vide Appendix, Report of Messrs. McKenna and Quaife;) in others, a number of persons had been concluded as having proper claims to appear in distinct accounts, but were ultimately discovered to stand connected with the same account in the inter-relation of transference of lots or parts of lots from one to another. The payments made by the transferee had been placed to his own credit, instead of being put to the credit of the account of his predecessor, between whom and the former an agreement had perhaps been duly entered into; that the arrears due to the College should be against the land, and be liquidated by the purchaser. Frequently the same lot of land was found to have, in the course of years, passed through several hands; thus multiplying the confusion of accounts and names. Besides these difficulties, there were formed very many others tending to embarrass and perplex the accountants. Sometimes discoveries were made of cash entries in the higher books which had not been met with in the corresponding or in any anterior period of the subordinate or elementary books; but in the course of the next or some subsequent year's compilation, this elementary record would sometimes turn up, thus presenting the strange anomaly in book-keeping, of the introduction of a fact into its ultimate place of condensed record, before having been noted in any other place. (Vide notes of Mr. Rogers, which apply to the anterior period, as well as to that during which he acted as chief accountant.) Irregularities such as these could never have occurred in an establishment conducted on correct commercial principles.

It is impossible for the Commissioners to convey any adequate idea of the multitudinous and perplexing causes of embarrassment by which their work has been throughout retarded; and even the Commissioners themselves, though dogging every step of their assistants, and urging their progress with almost unfeeling exaction, can have but a faint conception of the toil and harrassing drudgery expended on the education and confirmation of the accounts which they now surrender, with no ordinary pleasure of acquittance, to those most deeply interested in the final result.

The work which has been performed under the Commission cannot be designated as one of mere inquiry; nor can the Report which the Commissioners now render of the result of their labours be regarded as consisting merely in the formal summary herein presented. The business transactions of a wealthy corporation, extending over a period of twenty-two years, have been unravelled and brought from a state of unintelligible complexity and confusion into a proper business shape. Five large Ledgers of the Commission, embody the entire accounts of the University; and every account in these has been subjected to the most rigid scrutiny which the approved principles of modern practical book-keeping, carried out by well qualified and intelligent accountants, could suggest. The condensed ultimate records of the Ledger entries represent the more extended details exhibited in the Journals; and the latter stand connected with subordinate books of accounts of various denominations, as Rent, Sales, Interest. The calculations and research re-

Appendix
(E.E.E.)

31st July.

quired for the subordinate books were multitudinous and intricate, and required untiring industry and the closest attention on the part of the accountants.

The numerous checks to which the whole work has been subjected, primarily as a protection against discrepancies and errors, and subsequently for the detection of those which in the ordinary course of accounts were to be expected, have placed the ultimate accuracy of the footings of the Ledgers beyond all doubt.

As it was found that the system of annual balances, instituted at the commencement, and carried out until the end of the first period, say for twelve and a half years, had now become inexpedient from the great increase in the number of accounts in existence, and the length of time required for the transcriptions and additions, the precautionary checkings for the avoidance of errors, and subsequent tedious and harrassing searchings for trivial discrepancies, added to the fact that the College accounts for each year were interlocked with those of other years, antecedent or following, so that the exhibition of them in separate annual periods could not be regarded as a reliable exposition of the affairs of the institution for the particular portion of time which they purported to represent, the Commissioners, with a view to the more early completion of their inquiry, already protracted beyond their expectations, and from the threatening aspect of the mass of confusion yet to be analysed and reduced to proper order, likely to extend itself to a period which they almost dreaded to contemplate, decided upon embracing the whole of the second period, extending from Col. Wells' retirement to the 1st January, 1850, nearly ten and a half years, in one general account, to be completed in one balance; intending to append to it, for the information of the University authorities, a general summary, which, for all purposes of fiscal administration, would meet their requirements.

It is with much regret that the Commissioners, in giving the present detail of the general course of their proceedings, find themselves called upon to complain of the serious obstructions cast in their way by the University Senate, on two occasions, by which not only the progress of the inquiry has been retarded, but the very continuance and completion of it rendered almost impracticable.

From an examination of the Statute of appointment, it will be perceived that no provision was therein made for the defraying of the current expenditure of the Commission. Whether this defect in the Statute was the result of oversight, or proceeded from an imperfect apprehension of the extent and character of the labour devolved upon the Commissioners, is now unimportant to decide. If it was assignable to the latter cause, which is the most reasonable conjecture, it can be regarded only as proof of the imperfect knowledge which the Council had of the real state of the accounts; and so far from this misapprehension as to the formidable extent of the work, and consequent large expenditure in its completion, being entitled to consideration as a legitimate reason for the discontinuance of the inquiry, the Commissioners have regarded it as a most conclusive proof of the very contrary.

The College Council having become aware that the Commissioners could not proceed with their inquiry without the assistance of competent accountants, who could not be expected to wait for their pay till the close of the work, ordered advances of

Appendix
(E.E.E.)

31st July.

cash to be made by the Bursar, from time to time, to meet the current requirements of the Commission. No difficulty was experienced by the Commissioners on this head until sometime after the coming into action of the new University Act, by the provisions of which the College Council was abolished, and a University Senate appointed to take its place. In April, 1850, the Senate, for reasons not explained to the Commissioners, forbade any further payments to be made; and the clerks of the Commission were left without provision until the 7th August following; the accustomed monthly drafts of the Chairman on the Bursar being regularly declined when presented for payment.

The Senate at length changed their course; and the Commissioners were once more enabled to proceed in their labours, without the apprehension of being deprived of the valuable services of their clerks, whose experience in the general work of the accounts rendered their retention both desirable and profitable.

The Commissioners feeling exceedingly desirous to bring the inquiry to the earliest possible termination, pressed forward the work with all possible urgency. The office hours, which had been throughout two hours daily longer than those kept in the University office, or any other public office in Toronto, were increased yet another hour, and every branch of the work was closely superintended. In short, it was impossible for the Commissioners to drive the work forward faster; and they were often almost ashamed of the severity with which they kept their hard-worked subordinates to their heavy labour. In the mean time they were called upon for information as to the probable further duration of the inquiry, and for statements as to various matters of account and fiscal consideration, to which applications they gave prompt attention. The probable further continuance of the Commission was a matter of uncertainty; consequently the inquiry of the Senate on this head was replied to according to the best apprehension which the Commissioners were able to form upon it. The causes of the protraction of the work have already been alluded to: they were well known to several members of the Senate, and were above the control of the Commissioners, no less than they had been beyond their expectations. The fiscal statements required related to the comparative income and expenditure of the University, and consisted of two returns: one showing the aggregate expenditure and income from July, 1839, to the end of 1849; the other shewing the collected income for the respective years 1848 and 1849. The former was prepared in September, 1850, at the request of the Chancellor, conveyed through the Revd. Professor Beaven, who desired to have the information submitted to the Board of Visitation for their guidance in certain matters under consideration; but though Professor Beaven was duly apprized of its completion, within a few days after making the request, the return remained for many weeks uncalled for by the Board of Visitation. The footings of this Return shewed the aggregate expenditure, for the period mentioned, to have exceeded the aggregate income by £10,140 19s. 11d. The second Return, furnished in December, 1850, shewed the excess of expenditure over income to have been, in 1848, £2,942 8s. 6d.; and in 1849, £2,955 11s. 9d.

The Commissioners consider themselves called upon to state the above facts, in order to shew that the University authorities were aware of the advanced state of their work; for it would not have been possible to furnish the returns referred to, had

Appendix
(E.E.E.)

31st July.

the work of the Commission accounts not been far advanced.

On 17th February, 1851, the Chairman of the Commission informed the Senate, that in consequence of the forward state of several branches of the accountant work, the Commissioners expected by the end of the current month to be able to dispense with some of the clerks in their service, thus decreasing the current expenditure, and that there was every reason to hope for an early termination of the inquiry.

On the 10th of March the following note, with its enclosure, was received by the Commissioners from the Bursar:—

“ UNIVERSITY OFFICE,
“ Toronto, March 10th, 1851.

“ SIR,

“ I am directed by the Senate of the University of Toronto to transmit for the information of the Commission of Inquiry, a Copy of a Statute having reference to the said Commission, passed at the last meeting of the Senate.

(Signed,) “ A. CAMERON.”

(Copy of Statute above referred to.)

WHEREAS, that inasmuch as the further continuance of the Commission appointed under and by virtue of a Statute passed by the late King's College Council, on the 20th July, 1848, for “inquiry into all the accounts and other fiscal affairs of this University and Upper Canada College” will be attended with great and unnecessary expenses:

And whereas it was expected and intended that the said Commission should have reported upon all the matter intrusted to them for investigation within three months after its constitution:

And whereas, up to this time, notwithstanding that frequent applications have been made to the Commission, no report has been received; and although it was distinctly stated that a final report should be sent in to this Senate, in November last, at the latest:

Be it therefore enacted, by the authority aforesaid, that the Board of Endowment be authorized, and are hereby required to suspend payments to Commissioners for services performed by said Commissioners, from and after the 1st April next, and on account of salaries of clerks, or any other expenses whatever, arising or that hereafter may arise by reason of the continuance of said Commission on and after the 1st day of April next, anything to the contrary contained in any University Statute notwithstanding.

A true Copy.

(Signed,) A. CAMERON,
Secretary.

Passed 8th March, 1851.

The Commissioners were at a loss to understand either the meaning or purpose of the above document. Whether the purpose of it was merely to stop the pay of their clerks for the present, or absolutely to prohibit any compensation being made to

the Commissioners for the expenditure which they would be forced to incur in completing the inquiry, remains to be explained.

The completion of the accounts in hands of the Commissioners was indispensable; the affairs of the University could not continue to be conducted as in past times; and whether under the supervision of the Commissioners, or of some other deputed authorities, it was absolutely necessary that the work should be consummated. That it could be more speedily, more cheaply, or more correctly, completed by newly appointed persons, entirely unacquainted with the accounts, cannot be believed.

If the time required for the completion of the work has been unexpectedly long, and the expense greater than was anticipated, that is but an additional and irrefragable proof of the necessity which existed for the inquiry.

The Senate, if desirous of ascertaining the causes of the retardation of the inquiry, could easily have obtained every information in the power of the Commissioners to furnish; and if anxious to accelerate the progress of the work, better means might have been found of doing so.

With a strong desire to complete the work in which the Commissioners had been so long engaged, they passed certain resolutions, of which the following are copies:—

Resolved, 1st. “That the Senate of the University having, on the 8th inst., passed a Statute ordering, that from and after the 1st proximo, no further payments be made from the funds of the University, on account of the salaries of clerks in the service of the Commission, or for any other purpose connected with the inquiry in which the Commissioners are engaged, the Commissioners are therefore compelled to discharge all persons at present in their employment.

Resolved, 2nd. “That as the difficulties which the Commissioners have had to encounter, in the prosecution of their inquiry, and by which its duration, despite their utmost efforts to accelerate the work, has been protracted beyond their own expectations and wishes, have arisen from the unparalleled irregularity of the University accounts, and the discrepancy of its records, the Commissioners can see no just grounds for the further retardation of the inquiry by the Senate, in the enactment of the Statute above referred to, especially when, as the Senate has been recently apprized by the Chairman, the work is on the eve of completion.

Resolved, 3rd. “That notwithstanding the obstruction cast in their way by the passage of the Statute above referred to, the Commissioners will, at their own personal inconvenience, and pecuniary sacrifice, if required, continue the work and bring it to a close at the earliest possible date.

Resolved, 4th. “That as the Chairman of the Commission, the Hon. Judge Burns, is about to leave this city, for the purpose of attending to his judicial duties, it is expedient that, in his absence, the labours of the Commission be conducted by the resident Commissioner, Dr. Workman, who will take such measures for the prosecution of the work as may be agreed upon by the Commissioners, or as may, from time to time, by the said resident Commissioner, be found expedient, with a view to the earliest possible completion of the inquiry.”

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

On 31st March the Commissioners dispensed with the services of three of their clerks whose work had been brought to a close. From that date down to the present, the inquiry has proceeded satisfactorily, the Commissioners paying the wages of the assistants and other charges out of their own pockets, and employing additional hands when required.

The servants of the University appear to have been better informed as to the meaning of the Statute of the 8th March than the Commissioners were; for, on the day on which that Statute came into operation, 1st April, the books of the University required by the Commissioners were refused by the Bursar, to the messenger who usually carried them to and from the office. The visiting Commissioners being apprized of this refusal, addressed the Bursar the following letter:—

KING'S COLLEGE COMMISSION ROOMS,
Toronto, 1st April, 1851.

To A. CAMERON, Esq.,
Bursar, Toronto University,

Sir,

The Commissioners of Inquiry into the affairs of King's College and Upper Canada College having resolved to continue their investigations as intimated to you, for the information of the Senate of the University, in the copy of resolutions passed by the Commissioners on 22nd ultimo, and forwarded to you by the Secretary of the Commission, I beg to state that by virtue of the Statute of appointment, bearing date the 7th of August, 1848, access to the books, papers, and documents of the institutions above named, is desired by the Commissioners; and I have to request that you will, in conformity with the provisions of the said Statute, furnish the clerks at present employed under the Commissioners, Messrs. Angus McIntosh and T. McKenna, or either of them, or to their proper requisition for the same, all such books, papers or documents, as they or either of them may, from time to time, as long as they continue in the service of the Commission, call for, whether personally or by requisition per messenger; and all such other information, generally, as by virtue of the said Statute the Commissioners are empowered to demand

Mr. McIntosh will wait on you with this communication, and will require the following books, viz:—

Private Ledgers, 1 and 2.
Rough Cash Books, 1, 2, and 3.

(Signed,) JOSEPH WORKMAN, M.D.,
Visiting Commissioner.

The visiting Commissioner instructed Mr. McIntosh to take notice of the Bursar's verbal reply to the above communication, and at the same time to ask for a written reply. Mr. McIntosh's statement of the verbal reply is as follows:—

Mr. Angus McIntosh's Report to the visiting Commissioner, of the verbal reply of the Bursar to the letter of the Commissioner of 1st April, 1851, requiring certain books for the use of the Commission:—

I waited on Mr. Cameron with Dr. Workman's letter, who, on reading it, shook his head, exclaiming, "that will not do,"—"I can't do it." I told him that the recent Statute passed by the Senate

only stopped the supplies, but did not prevent the books of the office from being given for the use of the Commissioners. His reply was, that he considered that the books were not to be given, and that he could not give them without an order from the Senate. I asked him for a written reply, which he promised to send down. I then asked him for a verbal one in the mean time, as Dr. Workman intended to send a telegraphic despatch to Mr. Justice Burns; that they had given the matter the most serious consideration, and were resolved to act on it. His reply was that the fault was not his; that the Commissioners had received every accommodation the office could afford; and that he looked upon the recent Statute as entirely abolishing the Commission of Inquiry, as the Commission was not appointed by act of Parliament, but by a Statute passed by the late Council of King's College. I replied that I understood the nature of the Statute very well, and in the mean time would consider his verbal reply as official, to which he assented, and stated again that he could not give the books without an order from the Senate.

(Signed,) ANGUS McINTOSH,
Clerk Com. of Inquiry.

April 1st, 1851.

The following is a copy of the Bursar's written reply:—

UNIVERSITY OFFICE,
Toronto, April 1st, 1851.

Sir,

In reply to your letter of this date, I beg to state for the information of the Commissioners of Inquiry into the affairs of King's College and Upper Canada College, that without authority from the Senate of the University of Toronto, I cannot permit access to the books, papers, or documents of those institutions by any of the clerks employed by the Commissioners. I will submit your letter to the Senate at its next meeting.

(Signed,) ALLAN CAMERON,
Bursar.

JOSEPH WORKMAN, M.D.,
Commissioner.

Whatever might be the true meaning of the Statute of suspension of payments, or the determination of the Commissioners in the premises, the chief fiscal officer of the University would seem to have interpreted it to mean a suspension of the Commission entirely; for though the stoppage of the money supplies could not arrest the inquiry, the withholding of the University books was likely to be more efficient.

The visiting Commissioner having duly weighed the merits of the case, addressed the following communication to the Chancellor of the University, the Hon. P. B. De Blaquière:—

KING'S COUNCIL COMMISSION ROOMS,
Nelson-st., Toronto, 2nd April, 1851.

The Hon. P. B. DE BLAQUIÈRE,
Chancellor of the University of Toronto,

Sir,

The Commissioners of Inquiry into the affairs of King's College and Upper Canada College were, on

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

the 10th ultimo, furnished with an authenticated copy of a Statute of the University of Toronto, passed by the Senate on 8th, forbidding any payments to be made by the Board of Endowment, from and after the 1st instant, on account of the current expenditure of the said Commission.

The Commissioners having given to the said Statute their most careful consideration, came to the conclusion that the only practical reference which it could have, or which they were warranted in supposing it to have been intended to have, was the suspension of the usual monthly supplies previously granted by the College Council and the Senate for the purpose of enabling the Commissioners efficiently to perform the duty assigned to them by the Statute of appointment.

The Commissioners may have their own opinion as to the legitimacy of the course of action adopted by the Senate, in the passing of the Statute of suspension of payments, the operation of which, under other circumstances than the immediate approximation of the close of their work, must necessarily have brought their investigation to a premature termination; but, after due deliberation and careful reference to the several clauses of this Statute, and to the provisions of the Statute of appointment, they were unable to perceive that they stood relieved from the responsibility assumed by them in undertaking the duties imposed on them by the latter, the repeal of which has not as yet been intimated to them.

It is possible that the framers of the Statute of suspension of payments may have regarded it as more comprehensive in its operation than the Commissioners apprehend it to be, for the Commissioners are constrained to admit, that in its legal technicality and grammatical structure, it is a document of anomalous character. The Commissioners were not, however, warranted in the conclusion that it was intended to repeal a preceding Statute to which no express reference is made, either in the preamble or the enacting clauses, and in accordance with this conclusion they decided on continuing and completing their inquiry, even at their own personal inconvenience and pecuniary sacrifice; sustained by a consciousness of their integrity in their past labours, and their well-grounded hopes of bringing the work to an early termination.

I herewith beg to enclose for your more convenient consideration, as the highest officer of the University, a copy of four resolutions passed by the Commissioners on 22nd ultimo, and of the Statute of appointment of the Commission and suspension of payments, on its behalf.

I also enclose a copy of a note addressed by me, as visiting Commissioner, yesterday, to the Bursar of the University, in consequence of his previous verbal refusal to furnish certain books, and of that officer's replies to the same; from which you will perceive that the provisions of the Statute of appointment of the Commission have been violated by the Bursar, who has taken upon himself to give an interpretation to the enactments of the Statute of suspension of payments, of which the Commissioners are well satisfied they are not legally susceptible.

I therefore formally complain to you, on behalf of the Commission of Inquiry, of the disobedience shewn by the Bursar to the Statute of the University appointing the Commission, and investing the

Commissioners with power to demand access to all books, papers, and other documents belonging to King's College or Upper Canada College; and I most respectfully solicit your early intervention for the removal of the obstruction to the progress of the inquiry caused by the illegal conduct of the Bursar, as the Commissioners, from the present advanced position of their work, must either have the required information immediately, or close their accounts without it, and report the facts of the case as they stand.

(Signed,) JOSEPH WORKMAN, M.D.,
Visiting Commissioner.

To the above communication, the Chancellor forwarded the following reply:—

Yorkville, April 3rd, 1851.

Sir,

I beg to acknowledge the receipt of yours of the 2nd inst., with its enclosures, from No. 1 to No. 6 inclusive, and in reply to state that I will cause the same to be laid before the Senate of the University at their next meeting on the 5th instant.

(Signed,) P. B. DE BLAQUIERE,
Chancellor.

JOSEPH WORKMAN, Esq., M. D.,
Visiting Commissioner,
K. C. Inquiry.

The Commissioners were, during the withholding of the books by the Bursar, obliged to employ their clerks on such work as could otherwise be proceeded with.

On the 8th April, the Bursar addressed the following note to the visiting Commissioner:—

UNIVERSITY OFFICE,
Toronto, April 8th, 1851.

Sir,

I am directed by the Board of Endowment of the University of Toronto and Upper Canada College, to transmit for the information of the Commissioners of Inquiry, the following copy of a minute of the Board at a meeting held on the 7th instant.

“The Bursar and Secretary having laid before the Board a communication from Dr. Workman, on the subject of access by the Commissioners of Inquiry to the books of the University and U. C. College, and his answers thereto declining to furnish such access without a reference to the Senate:

“Resolved, That the Bursar and Secretary do inform Dr. Workman that the Commissioners of Inquiry may have access to the books required in the same manner as before the passing of the recent Statute of the Senate, but otherwise subject to its provisions.

(Signed,) “ALLAN CAMERON,
“Bursar and Secy.”

It is due to one branch of the University authorities to state that the Commissioners learned that the Bursar had received verbal instructions from the Board of Endowment, several days prior to the above communication, to furnish the books. It may not be uncalled for in this place to state that the Com-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

missioners were invested by the Statute of appointment "with full powers and authority to send for and examine such of the officers and members of the University, and of Upper Canada College as an appendage to the same, and also all such clerks and servants of them or either of them, and generally, all such persons in the service or employment of both or either of the said institutions as such Commissioners, or the majority of them, shall think expedient or necessary for the purposes of such inquiry; and all such officers, members, clerks, servants and persons so employed shall, and they are hereby required to communicate to such Commissioners, or the majority of them, all the information in their power touching or in any way concerning the subject of such inquiry, and moreover produce and shew to such Commissioners, or the majority of them, on their requisition, all such Books, Papers, and Records, or other matters as the said Commissioners, or the majority of them, shall or may from time to time think necessary or useful," &c., &c. (See Statute of Appointment.)

The Commissioners, in consideration of the inconvenience to the clerks and other officers of the University, and the interruption of office business which might be caused by the exercise of the full powers above detailed, abstained from every procedure which appeared to them likely to lead to such results, or which might be disagreeable to the persons over whom they had been authorized to exert their control; nor did the Commissioners permit their clerks to keep out of the hands of the University officers any books presently required in the University office, but instructed them to deliver them up, or send them by the Commission messenger, whenever called for; so anxious, indeed, were the Commissioners to avoid every cause of annoyance of this sort, that they had a great amount of work done at the University office, with much inconvenience and considerable loss of time, rather than keep the books of the establishment beyond immediate access to the University officers; and very frequently the most important branches of the Commission accounts were interrupted in their progress by the withdrawal of the books in hands.

The Commissioners, in justice to the officers and clerks of the University, have much pleasure in stating the foregoing refusal of the books was the only instance in which a compliance with their requisition was not promptly met; and there was only one other instance in which a servant of the institution neglected to notice the call of the Commissioners for information, which was on the part of a Mr. Thomas Young, who had, for a number of years, enjoyed the office of University Architect, with a salary of £200 a year.

On 5th January, 1849, the Commissioners addressed to Mr. Young fourteen questions, requesting his attention to the same; but they have not yet been honoured with Mr. Young's replies. (Vide Appendix.)

In some instances the University officers, though duly noticing the request of the Commissioners for information, did not seem well prepared to furnish it.

The following is a remarkable case of this sort:—

The Commissioners having had their attention drawn to the circumstance that the University Cash-book, kept in Dr. Boys' Bursarship, presented some anomalous features requiring explanation, submitted the following query to the Bursar, A. Cameron, Esq., on 14th April, 1851:—

"Were the entries in the Cash-book of King's College regularly made from day to day, coincidentally with the transactions; and were all the cash transactions regularly recorded in such books? Or were portions of the Cash-books, extending over some period of time, occasionally compiled from some other daily records?"

The following is Mr. Cameron's reply to the above:—

"I beg to state for the information of the Commissioners of Inquiry, that of my own knowledge I am unable to answer the query contained in your letter of the 14th inst.

(Signed,) "A CAMERON,
"Bursar."

It is singular that a gentleman who had acted as chief accountant in the University office for upwards of four years, and had recently been preferred to the Bursarship, should not have been able to answer the question submitted to him by the Commissioners.

For the general politeness and prompt attention which the Commissioners, throughout their investigation, have experienced from the officers and servants of the University, but more especially from the President, the Revd. Dr. McCaul, and the late Bursar, Dr. Boys; they most cheerfully avail themselves of the present opportunity of expressing their grateful thanks. It is also an agreeable though melancholy duty to the undersigned, who have been spared to bring the labours of the Commission to a close, to record their high sense of the devotion to the best interests of the University manifested by their late lamented colleague, John Wetenhall, Esq., M. P. P., whose industry and zeal, in the discharge of his duties as one of the Commission of Inquiry, will entitle his memory to the lasting respect and consideration of the institution which honored him with its confidence.

The Commissioners have extended these prefatory details to much greater length than they could have desired; but the position which they have occupied during a considerable part of the period of their inquiry has been of a peculiar character, and has appeared to them to justify, if not to demand, such a detail of facts as they have here endeavored to give. They have never doubted that when the true nature and extent of their labors shall have been fully understood, a proper estimate of its value and importance will be entertained; and that none will, in the end more highly appreciate their work than the officers and authorities of the University. Relying, therefore, with the utmost confidence on the final approval of their entire conduct, they now submit the following statement of the leading facts which have come under their observance and appear to call for notice.

The attention of the Imperial Government appears to have been directed, at an early period in the history of Upper Canada, to the subject of general education; and a munificent appropriation of lands from the public domain was made by the Crown, for the support of common schools and other institutions of learning.

In 1798 a grant of 549,000 acres was, at the instance of the Provincial Legislature, placed at the disposal of the local authorities, for the purpose of

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

yielding an adequate revenue for the maintenance of various educational establishments, including a University. (Vide Rev. Dr. Strachan's Report—Appendix.)

Of the above land endowment, 190,573 acres were, up to the year 1826, assigned to, (or disposed of by,) a public body known as the Board of General Education, the proceeds having been, as the Commissioners believe, applied to the support of Common and Grammar schools; but the low prices obtained at this period of Canadian settlement for the public lands no doubt rendered the fiscal returns comparatively slender, as we are informed in the report of the Rev. Dr. Strachan, above referred to, that in 1826 there were in Upper Canada no more than three hundred and fifty Common Schools, and eleven District or Grammar Schools; the former having a regular attendance, estimated by this Reverend gentleman at 8000 scholars, and the latter about 300.

The residue of the grant of 1798, amounting to 358,427 acres, appears to have been regarded by the framer of the Report above mentioned, as well as by the Lieutenant Governor for the time being, as properly constituting that portion of the Royal gift which had been intended for the support of the contemplated University. His Excellency, Sir P. Maitland, in December, 1825, in a despatch to the Colonial Secretary, Earl Bathurst, (See Appendix,) suggested the propriety of an exchange being made by the Imperial Government of all the unalienated lands known as the Crown Reserves, occupied under lease, for an equal quantity of the above 358,427 acres of school lands, in order to ensure the immediate establishment of a University, by the substitution of valuable and saleable lands, as its endowment, in place of those at command, "a considerable portion of which was not of the first quality," and lay "in tracts remote from settlements." (See Despatch as above.)

The Crown Reserves above alluded to, were estimated by His Excellency at 200,000 acres, and worth, on the average, ten shillings per acre. (See "Report," Appendix.) The Rev. Dr. Strachan, in the following year, 1826, estimated these Reserves at 229,000 acres, and worth "ten shillings, Provincial currency, per acre." According to the Deed of Endowment of 3rd January, 1828, the quantity of land conveyed to the University from the Crown Reserves was 225,944 acres; which, however, by certain errors of measurement and prior alienations which were subsequently discovered, was reduced to 223,538½ acres.

On 31st May, 1828, before any sales had yet taken place, the College Council, as appears by the following minute, fixed the minimum price per acre at twenty shillings:—

"Resolved, That no lot be sold for less than one pound per acre. That the terms of payment be 1-10th down, and 1-10th with interest annually, so that the transaction be finished in nine years."

On 30th Sept., 1830, the Council, in a Report submitted to His Excellency the Lieutenant Governor, state the value of the University lands to be "nearly £100,000;" but though they inform His Excellency that they "have agreed to sell their possessions at a fair valuation," they omit to mention the minimum price fixed on by them, on 31st May, 1828. (See Min. Book, Vol. 1, pp. 171-2.) The Council va-

Appendix
(E.E.E.)
31st July.

lued the annual rental at "less than £1000 per annum." This was very much under the actual amount. It must have been at least £3000. (Vide Crown Schedule.) The average price on the whole of the Sales, say 134,057½ acres, up to 31st Decr., 1849, has been £1 4s. 3½d. per acre.

It is therefore manifest that the lands bestowed upon the University as an endowment, were of greater value than the Council seemed desirous to represent them to be; and that, under judicious management, they would have afforded a most ample support to the institution which they had been destined by the Royal donor to uphold.

In addition to the landed endowment above mentioned, His Majesty was pleased to order that £1000 sterling, per annum, be paid into the funds of the University by the Canada Company during the remainder of the term of their agreement, (which was then understood to be about 16 years,) to constitute a fund for the erecting the buildings of the institution. (See Despatch from Earl Bathurst; March, 1827.)

Of the lands constituting the difference between the 358,427 acres remaining of the grant of 1798, and the 225,944 acres conveyed from the Crown Reserves to the University, in exchange for an equal quantity of the former, the records of the University, so far as the Commissioners have been able to discover, afford no information. This difference amounts to 132,483 acres; and by reference to the Report of the Rev. Dr. Strachan, before noted, the suggestions of which were approved of by His Majesty, it is evident that the whole of the 358,427 acres referred to were regarded as appertaining to the University. It is probable that the founders of the institution and the College Council were so well satisfied with the obtainment of the less quantity of land of much higher value than that given in exchange, that they deemed it inexpedient to press the claims of the University to their legitimate extent.

The Crown Reserves thus converted into the University endowment, consisted of lands situate in various parts of Upper Canada, in actual or nominal occupation, under lease, at rate of rental fixed by a certain scale established by the Provincial Government; and a large proportion of the lots were in an improved or cultivated state. The following statement of the quantities in the respective districts will sufficiently indicate the value of these lands, so far as their location is concerned:—

In the Eastern District,.....	4,350 acres
Do Ottawa do	3,390 do
Do Johnstown do	13,342 do
Do Bathurst do	1,868 do
Do Midland do	30,628 do
Do Newcastle do	36,729 do
Do Home do	54,048 do
	(should be 54,053)
Do Gore do	39,146 do
Do Niagara do	5,137 do
Do London do	34,481 do
	(should be 34,489)
Do Western do	2,825 do
Total.....	225,944 acres
	(should be 225,957)

From the above details it will be observed that no less than 195,032 acres of the University endowment, or nearly nine-tenths were situate in the five

Appendix
(E.E.E.)

31st July.

richest districts of Western Canada, viz :—Midland, Newcastle, Home, Gore, and London. Never, perhaps, in any age or country, was so princely a domain dedicated to the great purpose of education ; and had the most ardent friends of collegiate institutions in this young country been granted the privilege of selecting from the public lands the most valuable and accessible which the entire Province offered, they could not have made a better choice.

Many of the tenants in occupation of these lands had held their lots under lease from the Crown from an early period in the settlement of Upper Canada, at a yearly rental varying with the length of time which had transpired from the date of grant. As the improvement of the lands was supposed to advance with the lapse of years, the leases were constructed for three terms of 7 years each ; and the rent was increased in an ascending ratio, so as to correspond with the increasing means of payment of the lessees. It appears, however, from an inspection of the Crown Rents accounts, so far as the Commissioners have had opportunities of noticing them in the University accounts and records, that this department of the Crown revenues had been administered with extreme remissness ; the payment of rents, and the renewal of leases, seem to have been matters of simple option on the part of the occupants of lands ; and all who chose to avail themselves of the forbearance of the proprietor as a sufficient reason for evading payment, and holding their farms by natural right, found themselves perfectly safe in doing so.

It must be apparent that mismanagement of this nature, on the part of the Crown, could not fail to prove most detrimental to the interests of its successor, the University. Many of the tenants had probably ceased to regard themselves as longer under any obligation to pay the annual rents ; and not a few may have believed that the original covenant was a mere matter of form, and that it never had been the intention of the proprietor to ask for, much less to enforce, payment. Rents remained unpaid, and unasked for ; leases expired, and renewals were unsought for ; the lands were improved or pillaged, or remained in their wilderness condition, according to the natural course of events ; and the relation of landlord and tenant was allowed to become an obsolete fact, unless in those instances in which the proximity to the Seat of Government or a more than ordinary tenderness of conscience on the part of the occupants, conduced to its perpetuation. A rent-roll thus negligently managed, certainly called for no trivial vigilance in the successor to the estate ; and even under the most judicious and active administration, it was impossible but that much loss and inconvenience should be the consequence of the defective fiscal discipline which had obtained under the previous ownership.

Had a good system of management been established and kept up by the Crown, it is more than probable that it would have descended to the University. Unfortunately the model left by the former was the worst which could have been followed ; and the early authorities of the institution do not appear to have been very active in the devising of a better. If the lands had come into the possession of the University as a well ordered and carefully managed

estate, the accruing annual revenue would have been so large that the alienation of the property, by a system of sales on fee simple, would not only have been deemed uncalled for, but would have been regarded as an unwise course of policy.

An examination of the annual cash returns from the rent account during the first six or seven years of possession by the University, suffices to shew the actual position of the rental administration at this time. Those tenants who chose to offer payment became known to the officers of the institution ; and their names then first appeared in the imperfect accounts kept. The payments for rent in 1828 were, with one exception, received from purchasers ; being for arrears due by them on the lands sold to them. In succeeding years, the rent collected was either from purchasers or from tenants at no great distance. Those who neglected or avoided payment remained unknown to the establishment ; and found the new proprietor no less indulgent than had been its predecessor. This state of things was probably not injurious to the community ; but it was very detrimental to the interests of the University. It is not to be supposed that the managers of the estate were totally heedless or ignorant of the great disadvantages under which their trust suffered ; but though they may have desired a better system they did not establish it, or they deferred its adoption until the accumulated embarrassments which always press upon those who entrust their affairs to persons devoid of experience and business habits, rendered the work too formidable an undertaking to be entered upon without effecting changes of incumbency which they probably did not feel disposed to carry out.

The entire history of the University endowment and its administration, as it has been gathered by the Commissioners from the accounts and records of the institution, is but a continuous demonstration of the fatal results of persisting in a defective system of accounts. It would be absurd not to suppose that in any country constituting a portion of the British Empire, but more especially in a colony enjoying the privilege of responsible government, a period must arrive when a full exposition of the fiscal management of an institution of such great public importance, and endowed so richly from the lands of the Crown, would be demanded. The institution of the present Commission of Inquiry was not a matter of choice but an act of imperative necessity ; and now that the Commissioners have arrived at the close of their labours, their chief surprise is that the work allotted to them should have been so long deferred. The labors of the Commissioners have not consisted in an examination or rectification of the University accounts, but in the construction of them from materials of the most confused and perplexing character. Had the inquiry been instituted at an earlier date, and the accounts of the University reduced to a state of business intelligibility, so that its fiscal affairs could have been so thoroughly understood by its authorities and officers as not only to enable them at any moment to submit clear statements to the public, but also to prompt them to an earnest desire to afford all such information, it is difficult to say to what extent the interests of the institution would have been benefited thereby.

Appendix
(E.E.E.)

31st July.

Of the General Management of the University Affairs.

FIRST PERIOD: JANUARY, 1828, TO
JULY, 1839.

The Royal Charter of Incorporation, bearing date 15th March, 1827, vested the government of the University, and the management of all its affairs, in a Council consisting of nine members. The following extract will indicate the structure of the Council, as well as the intention of the Sovereign with reference to its denominational character:—

“And we do hereby declare, ordain, and grant, that there shall be, within our said College or Corporation, a Council, to be called and known by the name of the College Council; and we do will and ordain that the said Council shall consist of the Chancellor and President for the time being, and of seven of the Professors in arts and faculties of our said College; and that such seven Professors shall be members of the established United Church of England and Ireland; and shall, previously to their admission into the said College Council, severally sign and subscribe the Thirty-nine articles of Religion, as declared and set forth in the Book of Common Prayer; and in case at any time there should not be within our said College seven Professors of arts and faculties, being members of the Established Church aforesaid, then our will and pleasure is, and we do hereby grant and ordain that the said College Council shall be filled up to the requisite numbers of seven, exclusive of the Chancellor and President for the time being, by such persons being graduates of our said College, and being members of the Established Church aforesaid, as shall for that purpose be appointed by the Chancellor for the time being of our said College; and which members of Council shall in like manner subscribe the Thirty-nine Articles aforesaid, previously to their admission into the said College Council.” (Min. Book; Vol. 1. pp. 5-6.)

The temporary government of the University, previous to the appointment of Professors, was provided for by another clause of the charter which empowered the Chancellor “to appoint seven discreet and proper persons, resident within the Province of Upper Canada, to constitute jointly with him, the said Chancellor and the President for the time being, the first or original Council.”

The charter established Five as the quorum of Council, in all lawful meetings thereof, giving to the presiding officer the right of voting with his colleagues, and an additional or casting vote in case of equality of votes.

That a governing body constructed on the exclusive principles set forth in the preceding provisions, which were strictly adhered to in the nominations to the original Council, should manage the endowment and direct the affairs of a great Provincial institution, so as to give unexceptional satisfaction, was not to be expected; more especially in a British Province, which, even at this early period, contained a great variety of religious sects, some of which were formidable alike in numerical strength and in their antagonism to the established religion of the mother country, and were destined to receive large accessions to their numbers from the continual ingress of new settlers, whose habits of thought and

opinions on the subject of church government were not likely to be of a more tranquillized character than those of the earlier colonists.

No fact stands more clearly established in the history of corporations than that the surest guarantee for their fiscal rectitude, and administrative correctness, is found in the scrupulous supervision of all their proceedings by the public. Men, in their individual capacity, and in the management of their own private affairs, seem to be guided by rules of conduct widely different from those which they appear to acknowledge when acting in combined numbers; and if this is observed, even in organizations whose proceedings are public, it is not surprising that serious errors may be committed by those who are not subjected to any censorship.

The College Council, at so early a date as February, 1830, manifested a repugnance to the submission of its fiscal affairs to the Provincial Legislature. The following extract from the Council minutes will show the views entertained by the body on this subject:—

“The attention of the Board was called to the circumstance of an application made by the House of Assembly to His Excellency the Lieutenant Governor, for information relative to its funds and the expenses incurred; and it was decided that the following communication should be transmitted to His Excellency:—

“In transmitting, at Your Excellency’s desire, this statement of the funds of King’s College, and the expenses incurred, thereby affording information upon those subjects on which the Council have the least reason for wishing reserve, they nevertheless deem it proper thus early to solicit Your Excellency’s consideration of a question which may in time become important, namely, how far the Legislature can regularly assume a right to inquire into the financial or other concerns of an institution resting wholly on Royal foundation, and deriving neither privilege nor aid from any other quarter.

“Any discussion or difficulty upon this question may lead to perplexing results; and the Council feel that it is but prudent to shew that they are not insensible to the embarrassment that may then be found to have been created by repeated acquiescence.

“In offering this observation the Council desire not to be understood as advancing an objection to a compliance with the request for the information which is now placed in Your Excellency’s possession.”

The College Council, in alleging as a ground of their exemption from the necessity of furnishing to the Legislature statements of the financial affairs of the University, the fact of its “resting wholly on Royal foundation,” seem to have overlooked the circumstance that the institution was established by Royal charter, not that it might thereby be exempted from this salutary legislative supervision, but “to give it dignity, and enable it to confer academical honors and degrees, according to the forms esta-

Appendix
(E.E.E.)

31st July.

lished in the English Universities." (See Appendix; Dr. Strachan's Report.)

The Commissioners are unable from the University records to state whether repeated applications for information, such as that above referred to, were made by the Legislature. It is very certain that the annual rendering of returns, based on a correct and simple system of accounts, would have contributed materially to the safe working of the institution in its financial concerns; and why the Council should have evinced any reluctance to furnish the information desired must be a question of difficult solution. The Council, which could have no purpose to serve in demurring to the demands of the Legislature, save the prudent assertion of the privileges and independence of the University, as pertaining to it by virtue of its Royal charter, enunciated in their remonstrance against the principle of legislative interference, a doctrine which in after years exhibited a pernicious influence; and to which, it is to be feared, may be traced many of those errors and defalcations which subsequently injured both the character and the interests of the institution. That an exposition of the University accounts must some time have become public, ought to have been considered in the first instance: when, at length, an investigation into the fiscal condition of the institution was enforced by the highest authority in the Province, the fact was rendered apparent that the supervision of the Council had been but nominal, and that the direction of the funds, and very probably the entire management of the estate, had been left in the hands of the Bursar.

The Commissioners can well understand the embarrassment which would necessarily have been produced in the operations of a corporate body, the affairs of which were thus conducted, by repeated acquiescence in the demand made by the Legislature in 1830; and they cannot more pointedly exhibit the grounds of their conviction on this head, than by a reference to the questions addressed by them to the late Bursar, Dr. Boys, under date 16th August, 1848, and to that officer's replies to the same as set forth at length in the Appendix. (See Appendix.) From these replies it is apparent that the leading elementary book of every financial or common business establishment was unknown in the University office. The absence of this essential record of the current cash transactions of the University led the Commissioners to the propounding of the first of the three queries above referred to; and the reply of Dr. Boys conveyed to them the information that he was not aware of the existence of any regular Cash-book for the period of Col. Wells' Bursarship. Above £80000 of cash had, during this period, been received, and £55000 disbursed; yet the College Council seem to have been totally ignorant of the mode in which the cash transactions were recorded, and about 97,000 acres of the endowment had been sold, apparently under the sole discretion of the Bursar. (See answer of Dr. Boys to Question 3rd, above referred to, and General Summary.) The result of the investigation into the accounts of the University, conducted by T. C. Patrick, Esq., and closed in July, 1839, showed that the Bursar held in his own hands a balance of Cash of more than £13,000. (The accounts of the Commissioners, as will be noticed in another place, show the actual amount to have been considerably more than this sum.) This money, instead of having been duly lodged in the bank, at the credit of the University, for safe-keeping, or invested by the Council in productive securities, had been used by the Bursar himself, in various private speculations, chiefly consisting in loans to various borrowers,

some of whom, the Commissioners believe, had been unsuccessful applicants for the like favor from the College Council itself. (See Council Minutes, Vol. I., p. 219, 12th Nov., 1836.)

Col. Wells, in liquidation of the balance appearing against him in July, 1839, tendered to the University mortgages and other securities to the amount of £7,497 12s. 6d.;—the dates of the loans for which these securities had been taken by him, are not stated, consequently no definite conclusion can be formed as to the time during which he had derived interest from them. He states explicitly that interest was charged to the borrowers in consideration of the accommodation afforded, though not regularly collected or recorded. The following extract from his letter places this fact in a clear light:—

"In anticipation of being called upon to state what amounts of interest I may have received from any of the parties to whom I have advanced moneys from time to time, from the College funds, I can, upon my solemn oath, declare that I have kept no memorandum of the transactions. In almost all the instances the interest was never charged until the final settlement, when the security was given, and it was not then paid, but added to the sums that had been advanced, and thus included in the settlement; but even if I had once kept such memorandums, they would not now be forthcoming; for when the rebel McKenzie, with his party, had possession of the adjoining lot to Davenport, during the outbreak in December, 1837, and threatened to take possession of that also, and make me prisoner, I hastily destroyed a mass of papers, many of which I now deeply regret the loss of."

Col. Wells very naturally anticipated that the College Council would call upon him to give some account of the interest which he had derived from the University funds used by him in private speculations. The Commissioners have not, however, found that any charge on account of this interest was ever made by the Council against Col. Wells; and although this gentlemen frankly informed the Council that many of the securities offered by him, represented both the principal, abstracted from the University funds, and the interest which had accrued therefrom, and which of course should have been passed to his debit as being properly a portion of the revenues of the institution, yet no deduction was on this account made from the gross amounts in those cases in which these securities were received in transfer by the University, and passed to the credit of Col. Wells, as so much in payment of his declared default in 1839.

It is impossible to estimate correctly the loss suffered by the University from the manner in which the Council settled this account; but assuming that the funds were loaned out as fast as they became available, which is a legitimate inference from the Bursar's statements, the interest lost to the University was probably not less than £1,000.

The facts above detailed afford proof of the pernicious results of the absence of a strict public supervision over the proceedings of the Council, to whom was entrusted the control and management of the University endowment. The funds were allowed by the Council to lie unproductive, and provided the Bursar handed over his balance, when called upon to do so, the revenues of the institution could not be said to have been decreased by the use to which they were, in the interval, put by the Bursar. The

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

majority of the Council were entirely ignorant of the footings of the Cash account; a fact not at all surprising when it is remembered that the Bursar himself was ignorant of them. No Cash-book was kept. A few small books, usually carried by the Bursar on his own person, contained the current fiscal records of the University. The Council met, as a matter of form, from time to time, to approve of the acts of their chief officer, who, left entirely to his own guidance, discharged the various and onerous duties of his office with general satisfaction to those who had transactions with the University, and might, under other and better direction, have acquitted himself with credit and advantage.

The errors of Col. Wells' Bursarship are not so much chargeable against himself as they are attributable to the defective administration of his superiors. Col. Wells was not, by profession, an accountant; and his appointment to the office must have been decided on by the Council upon other considerations than those of his competency and experience.

The Commissioners have found, among the account books of the University kept during this period, certain compilations designated abstracts, in which periodical statements of the financial affairs of the institution, from time to time, are set forth. The abstracts were apparently prepared for submission to the Council, as reliable expositions of the Cash transactions and of the assets of the University. The Council may have regarded them as sufficient indications of the correctness of the accounts; but commercial men consider intermediate statements of little service unless corroborated by the test of annual or periodic balances. The check by periodic balances was, however, no part of the University system of accounts, either in the period of Col. Wells' Bursarship or subsequently; nor indeed could it be, for when accounts are kept by single entry, and that, too, of an anomalous and complicated character, the construction of a balance-sheet is out of the question. Double entry, with regular periodic balances, is designed for the prevention and detection of errors: Single entry, though not intended for the concealment of errors or fraud, may, nevertheless, serve this purpose.

The Commissioners must remark, in closing their brief review of this period of the general management of the endowment, that, with the exception of the unfortunate derangement of the Cash transactions referred to, and the perpetration of a number of fraudulent acts by a clerk in the Bursar's office, they have found the accounts, in the main, less confused than those of the second period; a circumstance which may be attributed to several reasons, among which may be mentioned the limited range of business transactions in the first period as compared with those of the second; the greater uniformity of action of the original Council, and the devolving of the management almost exclusively upon the Bursar; the exemption of the Bursar from those frequent calls which, in the second period, were made for information on a great variety of subjects of an intricate nature, and which required much time for their preparation, though they were often of little practical value when obtained, and certainly caused much confusion in the office, and suspended other more important labors; and lastly, the impossibility of keeping with clearness and simplicity, under the established system of single-entry, a large number of new accounts having inter-relations unknown in those of the first period, and, consequently, being still more unsuited to a defective system of book-keeping.

SECOND PERIOD: JULY, 1839, TO JANUARY, 1850.

Appendix
(E.E.E.)

31st July

The general management of the University affairs, in the second period of the inquiry of the Commissioners, or that intervening between the close of Col. Wells' Bursarship and the coming into operation of the present University Act, 12th Victoria, Chap. 82, is a subject, the discussion of which presents numerous difficulties, and requires an extended acquaintance with the fiscal and other records of the Institution.

In the anterior period, even after the changes in the composition and number of the Council effected by the Act 7th Wm. IV., Chap. 16, amending the original Charter, there had prevailed a concurrence of opinion and action which gave to the proceedings of the Council the appearance of a uniformity and consistency; but in the present one, the Council, so far as may be inferred from the minutes of their proceedings, appear to have been guided by no fixed principles of corporate economy.

The original Council had laid the foundation of a defective and unwise administration, which continued to obscure and confuse the affairs of the Institution.

The returns made by the Council, in conformity with an address of the House of Assembly, in March, 1839, excited the surprise of His Excellency, Sir George Arthur, who, at a meeting of the Council, held on 20th April, 1839, took occasion to say, among other things, "that on looking over the abstracts of the receipts and expenditure of King's College and Upper Canada College, furnished to him, that they might be laid before the House of Assembly, in compliance with their address, he was much surprised by the outlay." Three members of the Council were appointed a Committee to investigate the affairs of the University. The result of this investigation was, the discovery that out of £82,729 17s. 5d. of Cash received by the Bursar, £64,925 19s. 8d. had been expended; the only available funds of the Trusts being then £10,000 in Government Debentures, and £250 in Bank stock, the remaining part being in the hands of two officers of the Institution. (See Report of Mr. T. C. Patrick; Min. Book, Vol. II., pp. 68 to 85.) In the preceding year, 1838, the Council had advertized, "in twenty-nine newspapers of the two Provinces," for tenders for the erection of the University buildings, according to certain plans and specifications decided upon. They had, in May, 1837, engaged an architect at a salary of £200 per annum. (Vide Min. Book, Vol. II., p. 9.) The tenders were opened in February, 1839, the lowest for the entire Buildings, by Mr. John Richey, being £49,294. The project, however, of proceeding with the Buildings was suddenly and quite unexpectedly upset by the proceedings of the Council, at the meeting held on 20th April, already referred to, at which His Excellency the Chancellor presided; the decision of the meeting being, "that the annual expenses should be reduced, and that it was not advisable to commence the Buildings of the University"; and further, "that notice be given to Thomas Young, Esquire, that his services as Architect will not be required, and that his salary will be discontinued after the 1st July next."

The serious embarrassments under which the Council proceeded in their administration at the commencement of the second period must be apparent. The report of Mr. Patrick, of July 8th, 1839, showed that £56,047 6s. 10d. of the Cash received by the University had been "from sales of

Appendix
(E.E.E.)

31st July.

Lands;" and that only 128,816 acres of the endowment remained unsold (in reality only 125,839½ acres). The Council had expended £34,409 15s. 2d. of the University funds in supporting Upper Canada College; a debt then considered very doubtful, subsequently much increased, and now, by an Act of Parliament, cancelled. Of purchase moneys not yet due, there appeared to be £33,495 2s. 3d. and interest (to accrue) thereon, £7,764 6s. 3d. Of purchase moneys overdue, £14,955 14s. 8d., and interest thereon, £6,018 17s. 6d. These prospective assets added to the items before mentioned, viz., Government Debentures, Bank Stock, balance of loan due by the President, and balance appearing due by the Bursar, say, £27,803 17s. 9d., made a Capital of £90,077 18s. 5d. exclusive of the value of the University grounds, on which had been expended in purchase and improvements up to this time, £11,096 12s. 9d.

It will be observed that the assets of the University, including the grounds, exceeded in amount the original estimated value of the entire endowment, and might, therefore, have been regarded by the Council as quite a sufficient capital on which to support an institution of the extent and character primarily contemplated by the applicants for the endowment, and by the Royal donor. Besides the revenue accruing from the above capital, the University had a rent income of considerable amount, which, though materially decreased by the extensive sales from the lands, might still have been kept up to a good figure by a vigilant and prudent management of the lands yet unsold.

In 1842 the arrears of Rent were stated to be £15,515 5s. 9d., and the annual amount of Rent £1862. The long established system of negligence, with which the rent-roll had been treated, continued to govern this portion of the University resources: a system, the fatal results of which are well attested by the fact already noticed of the imperilled state of nearly 50,000 acres of the endowment, by some means discovered in 1847, perhaps in time to prevent the total loss of these lands.

Prior to July, 1839, the sales of the University lands had been pushed forward with vigor and persistency,—the annual average being about 8,600 acres. The confusion in the University affairs, and the proceedings of the Council consequent upon the inquiry into the state of the Bursar's accounts, together with the active participation now, for the first time, taken by the head of the Government in the proceedings of the Council, appear to have led to the suspension of sales. Between July, 1839, and January, 1840, only 100 acres were sold.

The year 1840 was remarkable, in the annals of the University, as the period in which the Governor General of Canada, then residing in Toronto, took his seat at the Council board as Chancellor of the University. His Excellency seems to have evinced a very lively interest in the affairs of the institution; and the University records contain several documents from His Excellency, in which some of the proceedings of the Council are animadverted on with much severity. In this year the sales amounted to only 550 acres; in 1841 they reached 4,708 acres; in 1842, 8,010 acres; in 1843, 7,686½ acres; in 1844, 3,886; and in 1845, they came down to 2,445 acres. (Vide "Tabular Statement of Annual Sales.") In 1844 much discussion appears to have taken place on the subject of the further alienation of the University lands; and a proposition was made by the Land and Building Committee, in a Report prepared by instructions of the Council,

Appendix
(E.E.E.)

31st July.

dated 1st April, 1845, "that 100,000 acres shall be reserved as the present endowment of the University, of which those at present under lease shall form a part, and that the Buildings, including the south-west wing and the residences of the Professors, shall be commenced forthwith, and that the plans marked A. B. shall be recommended as the most expedient for the south-west wing." (Min. Book, Vol. III., pp. 84, 85.) At this time there remained unsold very little above 100,000 acres. The introduction of the words "of which those at present under lease shall form a part," into the report alluded to, would, therefore, seem to indicate a want of knowledge in the Committee as to the actual position of the lands of the institution. How the leased lands which, according to the estimate of a Committee of Council, in March, 1842, amounted to 105,314½ acres, and at the time now referred to, probably to 85,000 acres, could possibly be excluded from the 100,000 acres to be reserved, the Commissioners do not find explained; the above proposition of the Land Committee was amended by the striking out of the words above noticed, and the annexing of the following appendage after the word "forthwith," "and that the requisite sales of lands for effecting these objects be resumed."

The members of Council constituting this meeting, were the President, Vice-President, four University Professors, and the Principal of Upper Canada College. Both the framers of the report and the supporters of the amendment would seem to have been equally uninformed as to the amount of lands remaining unsold; otherwise the former could not have introduced the qualifying terms as to the lands under lease, nor the latter have struck them out, leaving the main proposition, as to the reserving of 100,000 acres, unchanged; and concluding by the addition of a proposal altogether incompatible with the main proposition. The sales, in virtual defiance of the resolution referred to, (though in accordance with the rather curious termination of it,) were resumed, and proceeded with considerable celerity, until suspended by a communication from the Chancellor, under date 26th February, 1845, His Excellency giving it as his opinion, "that no part of the capital or endowment should be applied to paying the current expenses of the University, which, in His Excellency's opinion, ought to be limited to its annual income." (Min. Book, Vol. III., p. 169.) This intervention of the Chancellor, in suspending sales, had been deemed necessary in consequence of certain statements contained in a memorial to His Excellency, from Professor Gwynne, dated in February, 1845, alleging that the expenditure of the University exceeded its income, and that the deficiency was made up from the proceeds of the land sales and other portions of the capital of the institution. (See Appendix to Journals of House of Assembly, 1846.) The suspension of sales enjoined by the Chancellor was to continue, in the terms of His Excellency's communication, "until the questions raised by Professor Gwynne can be finally adjusted." Whether the adjustment here alluded to was ever effected, the Commissioners are not aware. That the allegations of Professor Gwynne were based on fact, will now be rendered but too certain. The total annual expenditure of the University, throughout the second period of inquiry, has much exceeded its income; on this account alone, a balance of over £19,000 must, in the last seven years, have been met by trenching on the Capital of the institution. (See Statement of Income and Expenses, p. 85.)

Regardless, however, of these considerations, and of the injunction of the Chancellor, the Council, as

Appendix
(E.E.E.)

31st July.

will be seen by the following minute of proceedings, dated 9th May, 1846, once more resumed the sales of University lands:—

“Moved by the President, That the sale of the lands of the endowment of the University and College be resumed.

“Which motion, being seconded by the Vice-President, was put and carried.

“Professor Gwynne dissenting.”

The Council, in accordance with the above resolution, proceeded with the sales; and in this year, 1846, disposed of 4,509 acres more of the endowment. In 1847, 2982 $\frac{1}{2}$ acres were sold; and in 1848, 272 acres, being the last which have come under the notice of the Commissioners. (Vide “Tabular Statement, as before.)

It will be remembered that the residue of the endowment includes the 50,000 acres which, in 1847, were discovered to have become imperilled by adverse possession; the occupants having held them so long without payment of rent, or other legal acknowledgment of the ownership of the University, that immediate legal steps for their reclamation became imperative. The profuse alienation of the saleable lands by the Council, and their surprising inattention to the leased lands which were not sought for by purchasers, but were allowed to be held without fee or acknowledgment, from the foundation of the University, must be regarded as indicating a great want of rational principles of administration.

The course of policy pursued by the Council in the department of Investments, was as irregular and unsettled as that followed in the sales. In disposing of the money capital of an institution, the annual accruing revenues of which were all required to meet the current expenditure, the obvious and most rational plan would have been to invest it only in property, or securities, yielding immediate, regular, and more profitable returns. The converting of the Cash, derived from the sales of University lands, into property or securities not yielding such returns, rendered a yet further reduction of the money capital, for the purpose of meeting the expenditure, a matter of absolute necessity. Prospective speculation, even in property which might at some distant future time prove to have been very profitable, was not allowable under such circumstances; much less, indeed, should the prices paid for the property be fixed by a prospective reference to value rather than by a prudent consideration of the present value.

At the commencement of the second period, July, 1839, the Council found existing only three investments; one of £10,000 in Government Debentures, another of £250 in Bank Stock, and a third of £5,250 in promissory notes, of which a part had been redeemed. On 19th July, 1839, “it being reported that a balance of £8,064 11s. 8d. was at the credit of King’s College Council, it was resolved, That the Bursar do forthwith invest £7,000 of the funds of the Institution in the Debentures of this Province, bearing 6 per cent. interest.” In the preceding month, June, the Council had declined accepting from Benj. Thorne, Esq., in payment of two notes of hand, past due, Gore Bank Stock. The Chancellor, Sir George Arthur, in reviewing the minutes, prior to giving assent thereto, wrote the following marginal note on the face of them:—

“In assenting to this minute, I feel myself called on to notice the allusions it contains to “Notes of

Appendix
(E.E.E.)

31st July.

Hand” and “Bank Stock,” in connection with the funds of the University, and to express, in my character of Chancellor, my decided disapprobation of every transaction involving a recourse to such securities.

(Signed,) GEORGE ARTHUR.

Government House, 1st July, 1839.”

Another note, by the Bursar, is found connected with the above, as follows:—

“12th February, 1840.

“The above note, made by the Lieutenant Governor on the copy of the minutes of the meeting of Council, on 26th June, 1839, sent to him for approbation, was never pointed out to me until this day; of course it was not noticed in the copy of the minutes for 1839, transmitted by me to Chief Secretary Murdoch, on 16th December, 1839, to be submitted to the Legislature.

(Signed,) “H. BOYS,
“Bursar.”

The above details of facts are interesting, as indicating the opinion at the time held by the Council, on investments of the character referred to, and the careful attention given by the Chancellor to their proceedings, as well as his desire that the Council should not fail to learn his views on the subject under notice; they are further interesting as showing the manner in which the work in the College office was sometimes performed.

The University authorities had, in the Chancellor’s note, the announcement by the head of the Government of a most important financial principle, the strict observance of which might, in course of time, prove highly advantageous to the interests of the institution. In December, 1840, the Council declined the purchase of the Law Society’s Bonds, preferring to make their investments in Provincial Debentures.” (Min. Book, Vol. II., p. 223.) In May, 1841, the Council declined to loan “£50 to £200,” to E. G. O’Brien, Esq., stating that they would “not invest their money in any other security than the Debentures of the Province, at 6 per cent. interest.” (General Letter Book, Vol. I., p. 148.) How long the practice of submitting a copy of the minutes to the Chancellor was continued the Commissioners are not aware; neither can they judge whether the same careful attention was given to their examination by the successors of Sir George Arthur, which His Excellency, in 1839, bestowed upon them. The opinion of the Council, on the subject of investments, seems to have undergone a very material change not long after the date last mentioned.

On 13th April, 1842, the Church Wardens of St. James’ Cathedral, Toronto, applied for a loan of £4,000 on the security of the revenues of the Church. (See Appendix.) This application was favorably entertained; and after certain precautionary inquiries as to the safety of the investment had been made, and the opinion of the Attorney General thereon procured, the loan was carried into effect. On this occasion the Council handed over to the Church Wardens, Provincial Debentures to the required amount.

The Council, in adjusting Col. Wells’ account in 1839, received, as security, several parcels of landed property, some of which, in course of a short time,

Appendix
(E.E.E.)

31st July.

fell into their absolute possession, as the Brantford property, taken in fee simple in 1844; R. Thornhill's land in Ashfield, taken in redemption of his house and lot in Toronto. In 1842 the Council accepted of 800 acres of land in Oro, Brooke, Mono, and Flos, from the Messrs. Ridout, in discharge of a Bond of £500. In 1846 they took, in fee simple, certain property of John Radenhurst, which they had previously held under mortgage for a sum of £750, being the amount of four notes of hand which constituted a portion of the security held by the University for the loan to the President. In these cases there no doubt existed prudential and other considerations which appeared to the Council to warrant the transactions. As a public Trust, however, they certainly should have regarded the interests of the University as of paramount obligation.

Why the Council gradually departed from the principles laid down by them in the early part of the second period, the Commissioners cannot state. In February, 1845, they appear to have taken new views on the subject of investment of their money capital, as they instructed the Bursar "to be on the watch for any eligible opportunity of vesting the moneyed capital of the University in landed property or mortgages, and report thereon to the Council." It was not very likely that the Council, after the fact becoming known, that they had money to dispose of as above, would be long without applicants. From this time forward their minutes shew that they need not allow the capital of the University to accumulate to any burthensome amount in their treasury, as there were quite a sufficient number of sellers of property, or borrowers of cash, ready to make operations with them. When, however, a public institution assumes the position of a speculating establishment, nothing is more difficult than the avoidance of irregular or exceptionable transactions; and the greatest vigilance is required on the part of the chief managers to guard against the operation of unseen or improper influences. The entire Council could not, of course, be supposed to be competent to the direction and safe management of trading operations, the advantageous consummation of which requires, even in the case of private speculations, the greatest circumspection and business shrewdness.

In March, 1845, the Council purchased from D. E. Boulton, Esq., of Cobourg, $5\frac{1}{4}$ acres of land, known as the Common Council property, at the rate of £460 per acre. The proceedings of the Council in this case appear to the Commissioners to have been rather precipitate, considering the high price of the property, and the number of other applicants for loans, or sale of property then claiming consideration, as well as the tenor of the report of the Committee on Investments, to whom this and other cases had been referred.

The following extracts from the Council Minutes will shew the course taken by the Council, (Vol. II., pp. 143, 144.) :—

"The Report of the Committee on Investments, rendered to the College Council on the 4th March, 1846. (See C. M. Book, p. 272, Minute No. 7.)

"The Committee to whom it was referred to examine the applications which have been made to the Council for purchase or loans, report that they recommend for the present consideration of the Council the property offered for sale by Messrs. Townley, Small, and Rees, and the property of Mr. Sheriff Jarvis to borrow £750. In the first of these cases the Committee apprehend that there is a legal diffi-

culty, and the information which they have relative to the security is not sufficient, even if the difficulty were removed, to enable them to pronounce on the expediency of the purchase. Of the three purchases they consider Dr. Rees' the most eligible, if it can be effected on advantageous terms. It is liable, however, to this objection, that there will be no immediate return for the sum invested. They consider both Mr. Jarvis' and Mr. Brown's proposals to loan worthy the consideration of the Council, but have named the former, as the amount is within the present sum uninvested.

(Signed,) "JOHN McCAUL,
"Chairman.

"March 4th, 1846."

(Minute Extract.)

"The Committee appointed at the last meeting to examine the applications for Purchases and Loans made their Report, which was received and adopted by the Council :

"Whereupon, it was moved by the Principal of U. C. College, that the Bursar be authorized to enter into arrangements with D. E. Boulton, Esq., of Cobourg, for the purchase of the whole of the property lately offered to the Council on the Government Common, provided that the amount shall not exceed the sum of £460 per acre."

(Letter from the Solicitor.)

"Toronto, March 5th, 1846.

"SIR,

"Mr. Darcy Boulton having submitted for my inspection the titles to $5\frac{1}{4}$ acres of building lots on the Garrison Common, which the Corporation of King's College are about to purchase, should every thing prove correct, I have the honor to state that I have examined the Deeds and made the necessary search at the Registry Office, and I cannot discover any thing to throw a doubt upon the validity of the title.

(Signed,) JAMES E. SMALL."

It is necessary here, in consequence of the diversity of terms employed in the preceding extracts, to state that the property referred to as that of "Dr. Rees," "on the Government Common," "Garrison Common," and "D. E. Boulton's" is the same. (See Appendix, Question to Bursar, No. 12, and Reply; from which it will be observed, that the Commissioners were led into an error respecting this property, regarding Dr. Rees' property and that of D. E. Boulton as different.)

The Commissioners would remark, with reference to the proceedings of the Council detailed in the extracts above copied, that they do not apprehend very clearly the purport of the Report of the Committee on Investments; or, at all events, they cannot perceive that the Committee absolutely recommended the purchase of D. E. Boulton's property. The report makes no statement as to the price asked, but seems to be favorable to the purchase "on advantageous terms"; from which it may be inferred that the price asked was considered to be too high, or was not known. The objection taken in the report against the purchase, on the grounds that there would "be no immediate return for the sum invested," the Commissioners regard as insuperable; and the state of the account of this investment will shew that the speculation was not advantageous to

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

the University, especially when it is considered that the current expenditure of the institution then exceeded its income. Under such circumstances the investment of the money capital in unproductive securities or properties was most unwise.

The phraseology of the conclusion of the Minute of Council, March 6th, viz.—“provided that the amount shall not exceed the sum of £460 per acre,” is rather remarkable.

It is somewhat strange that the only property “of the three purchasers” referred to in the report, against which no objection is alleged, to wit, that of Mr. Small, was entirely overlooked by the Council.

The purchase of the Bay-street property, Toronto, in 1846, from J. Crawford, Esq., for £2,500; and that of the “Hamilton Property” in 1847, from W. H. Boulton, Esq., for £7,970 16s. 8d., the Commissioners regard as injudicious operations, though less disadvantageous to the University than that of the Garrison Common. According to the statement made to the Council by Mr. Crawford, when offering this property, the annual rental fell short of the interest at 6 per cent, on the purchase. It is true that Mr. Crawford, by a peculiar calculation, showed that the rental exceeded the interest by eighteen shillings and sixpence a year; but he overlooked the fact that his rule of calculating interest applied as forcibly to cash in the hands of the University as to that in the hands of unpunctual tenants, if not rather more so.

The following is a copy of Mr. Crawford's letter, (General Letter Book, Vol. II., p. 476.):—

“To H. Boys, Esq., &c. &c.

“Toronto, Dec. 31st, 1845.

“Sir,

The annual Rent of the Bay-street property, payable quarterly, is.....	£147	12	6
Interest on 1st quarter's rent for £36 18s. for 9 months.....	1	13	9
Do 2nd 6 do	1	2	0
Do 3rd 3 do	0	11	0
	£150	18	6

“If the Council accept the offer last made to them, the interest upon the amount will exceed 6 per cent. by 18s. 6d., according to the above calculation, and in addition to this, should any of the tenants neglect to pay the sum secured during the first term, the Council will have the benefit of it.

(Signed,) JOHN CRAWFORD.”

The benefit above alluded to, the Commissioners, from an examination of the recorded negotiations in this case, are unable to apprehend. Mr. Crawford's calculations shew that the Council would realize, on £2,500, eighteen shillings and sixpence per annum more than 6 per cent. interest, or according to a common sense view of the case, £2 7s. 6d. per annum less than 6 per cent. interest; certainly, no very strong inducement to the Council for preferring the investment to Provincial Debentures. The Council, however, decided on the purchase.

The Report of the Committee of the Council appointed to consider the Hamilton Property investment is so confusedly worded as to render its apprehension rather difficult. The price paid for this prop-

erty was £7,970 16s. 8d., which, at 6 per cent. per annum, would yield £478 5s. The rents derived from the houses were stated by Mr. Boulton to be £615 a year, (afterwards found to be £610: Vide General Letter Book, Vol. III., p. 22; and in reality only £580.) Taking the largest amount as the rental, the rate per cent. would be about £7 14s., or nearly one and three-quarters per cent. more than common interest, a gross profit which no private speculator would have considered worth the difference between investments in town-houses and in Provincial Debentures; for when the expenses of collection, insurance, repairs, occasional loss by non-payment of rent, (vide the acct.,) and by non-occupancy in the event of fires, or from want of tenants are considered, 7½ per cent. from such a source must be considerably inferior to 6 per cent. from Provincial Debentures. A reference to the “Hamilton Property” account in the Ledger will show, that the University has expended on Insurance and Collection of Rent agency £94 1s. 5d.; and it is shown in another place in this report that the total amount received from this property to 1st January, 1850, was £897 1s. 1d., or say, nett £802 19s. 8d., or about £3 14s. 3d. per cent. per annum on the investment. The Council, at this time, had not uninvested cash with which to effect the purchase; but as Mr. Boulton had promised to accept Provincial Debentures, at 6 per cent. interest, they found no difficulty in making a final arrangement. (Vide Min. Book, Vol. III., p. 387, and Notes of Mr. Rogers' Appendix.)

Among the investments in Mortgages, the Commissioners have observed one of £500 with the University Printer, H. Rowsell, Esq.

The following are the terms of the agreement made with Mr. Rowsell, as University Printer. (Min. Book, Vol. III., p. 408.):—

1st. “The Council guaranteed £100 per annum in addition to the amount paid for printing, if that amount shall not be over £75.

2nd. “If it should be over £75, deductions to be made from the annual allowance in proportion of £14 5s. 8d. to £25 of work done.

3rd. “If the amount for printing should be £250 or more, no allowance whatever to be paid.

4th. “The sum of £500 currency to be loaned on giving sufficient security.

5th. “The arrangement to be regarded as commencing on the 1st April, 1847.”

The Vice-President having reported that the above terms had been “accepted both willingly and gratefully” by Mr. Rowsell, the Bursar was instructed to pay to him £500 “on completion of securities to the satisfaction of the Vice-President and the Solicitor.” (Min. Book, Vol. III., p. 409.)

The Commissioners being incompetent to judge of the proper merits of a business transaction of this character, can give no opinion as to its pecuniary advantages. They would, however, observe that the University printing might with propriety have been submitted to public competition, by taking tenders from the trade.

The discipline maintained by the Council in the College Office for the guidance of the Bursar and his subordinates, calls for some notice from the Commissioners. The management of the lands, including the effecting of sales, collection of purchase and

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

interest, the leasing of lands, and collection of rents, and the renewal of expired leases, and the due notification of tenants in arrears, are duties of obvious importance, the proper discharge of which called for the careful supervision of the University authorities. During the first period, or that of Col. Wells' Bursarship, as had already been observed, little trouble seems to have been taken about these matters. The Bursar conducted the sale of Lands, and transacted the general business of the University, if not under the instructions, yet to the apparent satisfaction of the Council.

It appears to have been a rule established in the College office, in 1837, that no deed should be issued without having been submitted to the President for examination; and this officer having examined and approved of the document, appended to it his signature as marking his approval. This was a very proper and necessary precaution; and provided the duty of examination and certifying by signature was always carefully performed, and not disposed of as a mere matter of form, it could not but tend to the advantage of all concerned.

From an examination of certain malpractices which arose in the office towards the end of the first period, and attained to a very disreputable magnitude in the second, it is very certain that the submission of all Deeds and Leases to the most searching supervision of the chief officer of the institution, or to some other disinterested and reliable inspector, was called for.

On 14th June, 1839, the Council, from considerations not appearing, but no doubt sufficiently forcible, passed the following orders for the better regulation of the land operations:—

Ordered, "That the Bursar make a monthly report of all applications for Sales and Leases to the Council for their approbation, and authority to fix the Corporate Seal to the contracts.

"And that a similar monthly Report be made of contracts in which the vendee has completed the conditions of payment, in order that a like authority may be given for the affixing the Corporate Seal to Deeds.

"And that the Corporate Seal be not affixed to any such instrument without such authority, and that three members of the Council be a quorum for receiving such reports, and giving the Bursar authority to use the Corporate Seal." (Min. Book, Vol. III., p. 45.)

The Commissioners, though highly approving of the preceding additional precautions in the conducting of the land operations, must remark that the provisions in the first and last clauses are incompatible.

The Commissioners do not apprehend that it was intended by the foregoing orders to dispense with the established supervision of the President or the appending of his signature to Deeds and Leases, as on 9th April, 1840, the Council passed a statute defining the duties of the President, and including in them that of signing "all deeds and instruments to which the affixing of the College Seal shall have been authorized by the Council"; (vide Statute III., Appendix;) but the subsequent records of that body show that this rule was departed from, and the practice was established by which deeds were not required to be looked at or marked by the President,

notwithstanding the requirements of the Statute referred to. (Vide Min. Book, Vol. II., p. 198, et passim.)

The evil consequences of removing that check upon the working of the land department, which the supervision of the President afforded, became manifest in time.

The investigation into the state of the Bursar's office, at the instance of Professor Gwynne, in the year 1845, as detailed in the evidence taken by the Committee of Council, and in the Committee's report thereon, exhibits a series of scandalous transactions which the Commissioners could hardly have believed could take place in any public office in Canada. (See Appendix.)

A careful perusal of the evidence and report above alluded to, (vide Appendix,) suffices to show the importance of the supervision of all Deeds and Leases by the President, as provided for in the third Statute of the University. It is probable that, to the want of attention to the provisions of this Statute by the Council, may be attributed the impunity with which, for a period of several years, a system of land-jobbing was pursued by clerks, which called for severe animadversion.

From the examination of particular cases, as well as from the general inquiry in which the Commissioners have been engaged, they have been strongly impressed with the great impolicy, if not absolute injustice, of imposing on the Bursar so heavy a weight of duty as that devolved upon Dr. Boys, throughout almost the entire of his tenure of office. The Commissioners have no hesitation in attributing to this cause nearly the whole of those irregularities of official conduct in the subordinates placed under the Bursar, which appear so strikingly exemplified in one particular instance. The amount of work required of Dr. Boys was greater than could be efficiently performed by any one public officer. It is altogether impossible for those unacquainted with the general state of the University records and accounts, and the defective system of book-keeping which obtained in the University office from the commencement, to form any adequate conception of the extent of this gentleman's labours; and it should not be forgotten that, however eminently qualified he might have been as an accountant, it was impossible for him to introduce a proper system of book-keeping into the office in lieu of that which he found established. The very foundation for a set of double entry books was wanted, and could be obtained only by a reconstruction of the entire antecedent work of the accounts, on the same plan as that which the Commissioners have been obliged to pursue. Had Dr. Boys been a dishonest officer, he could have secured a very great amount of land under the confusion and obscurity of the defective system of accounts which he found rooted in his office. That he has, not only, not availed himself of an opportunity so tempting to men of a different character, but, on the contrary, has preserved his important trust uninjured amidst embarrassment and difficulties inconceivable, places his moral worth in the highest position.

The management of the College Council, in the department of Disbursements, calls for the notice of the Commissioners.

The general summary of the accounts annexed shows that, considering the short period during which the University has been in practical opera-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

tion, and the value of its present assets, the actual decrease of the funds and property of the Trust has been very great; whilst more than three-fifths of the original endowment, consisting of the best and most available of the lands, have been alienated.

The Commissioners do not, in this place, propose to enter upon a review of the whole of the disbursements. Allusion has already been made, under the head of Investments, to a few which appeared to demand attention. Those on which it is now proposed to offer some remarks have more immediate reference to the University foundation, and the current expenditure of the institution. The large advances made from the University funds on account of Upper Canada College, the Commissioners here pass over without comment, as this portion of the disbursements will be best considered in the report on the affairs of the former institution. The Commissioners cannot, however, but regret to find that an educational establishment, so amply endowed by the Legislature and the Crown, as they find the Upper Canada College to have been, should have been permitted to trench so largely on the resources of another, to the interests and progress of which it was intended to be contributive.

The first disbursement made by the College Council for the benefit of the University foundation was the purchase of the King's College grounds, in the vicinity of York, and now within the City of Toronto, consisting of over 150 acres.

The entire cost of these grounds, including the price of the land and expenditure thereon, down to 1st January, 1850, has been £14,860 18s., less amount received for pasturage, &c., £687 10s. 3d.; say, nett £13,993 7s. 9d.; the average expense of management has been nearly £350 a year. The College grounds are, perhaps, at present the most beautiful public enclosure in British America. No investment ever made by the University authorities can be regarded as equal to this, either in present or prospective value. This property may be regarded as a reliable and available asset of the University, which would at any time produce three or four times the total cost. In the event of the reduced state of the general endowment, conjointly with the continuance of the present excess of expenditure over income, rendering necessary a further recourse to the fixed system of replenishing the funds by fresh sales of marketable property, the College grounds will be found well suited to the future wants of the University.

The disbursements under the head of Charges, during the first period, appear to have been £6,791 6s. 10d. This amount includes £678 6s. 8d. paid to the Rev. Dr. Strachan, in compliance with instructions from the Colonial Secretary, "being the moiety of his expense incurred on a journey to and from England, and eighteen months detention there, at the instance of the Secretary of State, whilst engaged in soliciting from His Majesty's Government the Charter of King's College, and attending to the affairs of the Established Church." (Min. Book, Vol. I., p. 106; and Despatch from Earl Goderich, Downing Street, 28th June, 1827.) The remaining portion of the amount, say £6,112 6s. 8d., comprises chiefly the current expenditure of the University, for salaries of various officers, and wages of servants, being on the average about £531 10s. per annum. An additional amount of £1,068 appears under the head of King's College Office account. This sum represents the incidental expenditure for fuel,

light, &c., &c. Another amount of £694 8s. 9d., stands in the account of President's Salary, being the aggregate of that officer's salary whilst it was allowed by the Council.

The Survey account, for the first period, amounts to £773 10s. 10d., being payments to various persons for measurement and inspection of lands.

Under "Architectural Charges" appears a sum of £713 9s. 2d.; and under "Office Furniture," another of £71 2s.

The only disbursement in the above which can be considered to a certain extent as injudicious is that of Architectural Charges, in which is included an item of £430 for a wooden model, sent out from London, as a miniature representation of the future University Buildings.

The salary paid to the President the Commissioners cannot regard in the same light as the College Council, in 1839, seemed to have looked upon it. The duties of this officer, if adequately discharged, certainly deserved compensation; and when it is considered that during the first period, say 12½ years, the Council sold no less than 97,699½ acres of their lands, every deed for which required to be examined and signed by the President prior to the affixing of the University Seal, the sum of £694 8s. 9d. was surely no overpayment for this labor alone. This salary (£250 sterling per annum) was ordered to be paid by a despatch from the Colonial Secretary, as soon as the available funds of the University would warrant the appropriation: it was not charged until 1st January, 1837. The whole period during which it was received by the Lord Bishop, as President, was two years and a half.

The Survey account is another against which no objection can lie. Indeed it is to be regretted that the Council expended as little on the external management of the lands. Had they retained permanently in their service one or two active and faithful travelling agents, who would have added to the duties of surveying and valuation, those of general and frequent inspection of the lands, collection of outstanding rents, interest, and purchase money, and the compilation of regular reports on the actual state of the endowment, the University would have profited to an extent which can now be understood only by those who have had the opportunity of scrutinizing the whole details of its accounts and records.

The disbursements of the University, during the first period, were, on the whole, leaving the Upper Canada College out of consideration, not extravagant; compared with those of a later date, they might indeed be said to have been very moderate.

In the second period the College Council seem to have abandoned the system which they had previously followed; and as the chief error in the past administration of the funds had been the nurturing of Upper Canada College at the heavy charge of the University, the Council now set about directing their accumulating treasure into various other channels. In 1842 it was decided that a portion of the buildings for which tenders had been taken in 1839 should be proceeded with. The result of this decision may be seen in the footing of the "Building" account, where there appears an outlay of £13,895 3s. 10d., being the original cost of the south-east wing, and of a quantity of materials intended for the south-west wing, at

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

present on hand and unproductive. For details of the mode in which the Council proceeded in this building operation, the Commissioners would refer to their question, No. 15, (vide Appendix,) to the Bursar, and that officer's reply annexed to it. To the sum above mentioned may be added £1,598 14s. 9d. for repairs made since the erection of the Buildings, together with £1,413 3s. 11d. paid to Thos. Young, as permanent architect of the University: total, £16,907 2s. 6d.

The expenditure incurred by the Council in fitting up the Parliament Buildings for the temporary accommodation of the University classes, appears to the Commissioners to have been unnecessarily great. The Commissioners had some difficulty, from the discrepancies which appeared in the University accounts and records, in discovering the true amount of this head of disbursement. (Vide Questions 13 and 14, to Bursar, and his replies—Appendix.)

The following is a summary of the expenditure now under notice, viz:—

For Parliament Buildings, repairs, alterations, &c., &c.....	£1,668	9	8
Do fitting up Chapel in the same,	770	13	9
Do King's College furniture,.....	249	1	5
Do Outfit.....	2,142	19	4
Total,.....	£4,831	4	2

It has been alleged that a part of the above expenditure should be regarded as not specially chargeable against the Parliament Building's temporary accommodation account; the whole, however, was incurred in preparing these buildings for the University classes.

By reference to question No. 11, to the Bursar, (Appendix,) it will be observed that the University authorities and officers found some difficulty in classifying the details of this expenditure, so as to show the amount laid out on the fitting up of the Parliament Buildings to have been within the authorized limits. By the 4th clause of the 6th University Statute, the sum of £500 was appropriated to this purpose. The return, No. 4, (Council Letter Book, Vol. II., p. 35,) made to the Legislature, purporting to be a "return of the expenses incurred upon the Parliament Buildings, at Toronto, in fitting them up for the temporary accommodation of the University of King's College," (Vide Question 10, Appendix,) shows this expenditure to have been £478 18s. 3d. How this amount was arrived at the Commissioners cannot understand. It is probable that the Bursar considered, as falling under the head of fitting up, only such work as was done on the exterior of the building, or on the immovable portions of the interior. This part, however, had been estimated by the architect at less than £200; and Mr. Richey had contracted, or was understood to have contracted, to perform it for £200, so that the appropriation of £500 by the Council must have been intended to cover something more than this portion of the whole work. The sixth Statute, already referred to, made three fiscal provisions, quite distinct from each other. First, an appropriation of £18,000 for the erection of the south-west and south-east wings of the new buildings; secondly, £500 for the fitting up of the Parliament Buildings; and thirdly, £4,000 sterling "for the purchase of philosophical apparatus, and other things necessary, as well for the Museum and Botanical garden as for the general use of the different classes in arts and faculties."

Appendix
(E.E.E.)

31st July.

The Bursar's answer to question 11, exhibits, under the expenditure authorized by the above clause, an aggregate disbursement of £6,439 18s. 2½d., embracing, by a singular rule of generalization, under the same head, "the Chapel, Hall, Professors' apartments, Lecture Rooms, Books, Philosophical apparatus, &c.; and Kitchen utensils, glass and earthenware, plates, knives and forks, and tinware."

That the appropriation of £4,000 sterling, above referred to, was ever intended to cover such disbursements as that for the Chapel, or for kitchen furniture, plate, &c., &c., seems too absurd a conclusion to have been for a moment entertained. It is certain, too, that these disbursements could not be regarded as falling under the provision of the first clause of the 6th Statute,—that authorizing £18,000 to be expended on the erection of the two wings of the new buildings; indeed, had such been the intention of the Council, or of the framers of the Statute, the final results of the building operations would much have disappointed their expectations.

The Commissioners are decidedly of opinion that, of the expenditure included in the sum of £6,439 18s. 2½d., the following items alone can be regarded as having been duly authorized, viz:—

Books,.....	£1,384	5	11
Philosophical Apparatus,.....	909	14	2
Surgical Instruments,.....	103	18	9
Museum,.....	295	13	9
Chemical Department,.....	505	1	8
Advances for the purchase of books and apparatus,.....	1,421	11	4
Total, (currency,).....	£4,620	5	7

The following extract from the "Report of the Committee of Finance," dated 15th March, 1842, shows that the cost of the University Chapel was to be provided for from a source quite different from the £4,000, sterling, appropriation of the 6th Statute:—"In conclusion, the Committee beg to observe, that if the Royal grant in aid of the Building Fund (10½ years at £1,000 sterling per annum from the Canada Company) of the University be obtained, that sum, together with the £18,000 allowed for in the accompanying account-current, will be sufficient to defray the cost of the building of the two wings and the Chapel."

Under the head of "Steward's Department," the Commissioners have found disbursements, in the second period, amounting to £1,417 2s. 11d. This expenditure comprises a variety of items, as wine, beer, oil, candles, fleshmeat, and other articles of household use, much of which, under a more economical, and not less useful system of management, might probably have been very well dispensed with.

Under the head "King's College Hospital," stands the sum of £1,145 16s. 8d., being the amount of certain grants by the College Council, in consideration of the privilege enjoyed by the medical students of the University, in attendance on the Hospital practice, during two years and one month, from 10th October, 1844, to 10th November, 1846. A reference to the list of students attending the Medical classes of the University, in the years above mentioned, will show that this appropriation of the University funds was very large. This expenditure would seem uncalled for. The University medical students should have been permitted to attend the Hospital on the same terms as the students from

Appendix
(E.E.E.)

31st July.

other schools; that is, on paying the usual Hospital fees.

The Survey account, for the second period, amounts to £1,118 12s. 8d. The Commissioners have already expressed their opinion on this head of administration. If the sum here shown was paid to efficient servants, it must be considered a judicious disbursement; but there is no indication given, in the general condition of the endowment and accounts, of any steps having been taken by the Council towards the collection of the heavy outstanding arrears due to the University, either through the agency of surveyors and valutors, or any other persons, whose appointed duties should have comprised this most important branch of service.

The advances of cash, on account of Upper Canada College, in the second period, fall much under the amount advanced for this institution in the preceding. In the latter, as has been before stated, they amounted to £34,346 9s. 5d. nett; in the former, they were only £6,002 3s. 2d. nett. The difference is attributable to the increased receipts from sales of the Upper Canada College lands, and revenue derived from property; but to a much greater extent, to the greatly improved management of the institution;—the previous system of bad administration, of collecting tuition fees, having been entrusted to officers rendered efficient and trustworthy by improved discipline.

Under the head of Salaries, in the general summary, the Commissioners have desired to comprise the whole of the University disbursements on account of the services of its various officers, professors, scholars, librarians, &c.

The aggregate of this account, for the second period, is large beyond the anticipations of the Commissioners, and probably not less so beyond the apprehension of the College Council, being £51,296 7s. 11d., to which may be added, £953 19s. 5d. from the account "Wages"; making a total of £52,250 7s. 4d. From this amount must be deducted £156 2s. 4d. for the Wellington scholarship and the Strachan prize, and £516 6s. 1d. for various sums returned by professors and others, at the end of 1849, to balance their accounts, overpaid at that time. A nett amount of £51,577 18s. 11d. thus appears to have been paid in the second period, or from 12th July, 1839, to January, 1850, to the various stipendiaries of the University; in which, it may be proper to state, is not included the payments to the Solicitor of the institution, amounting to £1,914 6s. 8d. nett; nor the payments for law expenses, against which account there appears a balance of £518 6s. 2d.

The above amount of £51,577 18s. 11d. covers the ordinary cost of management, under the head of Salaries, for the entire of the second period, together with the expenditure on the educational department, under the same head, from the opening of the first University classes, in 1842, to the end of 1849.

The following are the nett total payments under the same head, made to the Professors, including their respective proportions of fees, viz:—

To President, the Lord Bishop,	
from dues and fees,.....	£26 17 9
Do Professor McCaul,.....	6,519 5 0
Do do Beaven, (exclusive	
of Commons,) 5,640 19 0	

Carried up.....£12,187 1 9

Appendix
(E.E.E.)

31st July.

		<i>Brought up</i>	£12,187	1	9
To Professor	Potter,		1,050	8	0
Do do	Murray,.....		3,047	14	10
Do do	Blake,.....		706	8	5
Do do	Connor,.....		154	13	4
Do do	Croft,.....		4,200	0	1
Do do	Sullivan,.....		2,792	9	5
Do do	Gwynne,.....		1,830	7	0
Do do	King,.....		1,861	4	5
Do do	Beaumont,.....		1,808	13	11
Do do	Herrick,.....		1,426	9	3
Do do	Nichol,.....		1,449	14	10
Do do	Herschfelder,.....		219	15	0
			£32,735	0	3

In the details of payments to some of the Professors, as shown in the Private Ledgers, the Commissioners have observed some items which call for notice. In the account of Dr. Beaven, (Private Ledger I., p. 328, and onwards,) various sums, amounting in all to £563 6s. 8d., are entered to Cr. as salary for his services as chaplain to the University, at the rate of £100 per annum. The first entry, under this head, appears under date, 30th June, 1846, and is given in the following terms:—

"By Salary for performing the duties of Chaplain, at the rate of £100 currency per annum, sanctioned by Minute of Council, No. 8, of 24th March, 1846. (See Council M. B., Vol. III., p. 283.) To commence from the first Thursday in October, 1843, (being the 5th of October, 1843,) 2 years to October, 1845, £200."

The first proposal, by the Council, of a salary to Dr. Beaven, as Chaplain, was made on 30th October, 1844, (Vide Appendix,) when, on the motion of the President, seconded by Dr. McCaul, an allowance of £100 per annum from the commencement, was ordered to be paid to him, on account of his services in that capacity. This order of the Council was disallowed by the Chancellor, Lord Metcalfe. (Vide Appendix; letter from J. M. Higginson, Private Secretary to His Excellency, 23rd December, 1844.) No entry to the credit of Dr. Beaven, on account of services as Chaplain, appears to have been made in accordance with the Minute of 30th October, 1844.

On 24th March, 1846, it was again proposed and seconded by the same members of Council as on 30th October, 1844, that £100 per annum be paid to Dr. Beaven, as salary for his services as Chaplain, since the commencement, deducting the first year: which motion was carried, Dr. King dissenting. (Vide Appendix.)

His Excellency the Chancellor received the copy of the Council Minutes containing the above order, on 28th March, 1846; and on the day following instructed his Private Secretary to address to the Council a letter expressing his disallowance of the salary of £100 to Dr. Beaven as Chaplain, and his concurrence in the opinion of the late Chancellor, Lord Metcalfe, as to the inexpediency of increasing Dr. Beaven's emoluments. (Vide Appendix; letter of J. M. Higginson, Private Secretary, 29th April, 1846.)

Notwithstanding the disallowance of the Chaplain's salary by the Chancellor, as above referred to, the Commissioners have found the sum of £200 passed to his credit on 30th June following, as already set forth in the quotation from the account of Dr. Bea-

Appendix
(E.E.E.)

31st July.

ven, in the Private Ledger; and the next entry to his credit, on same account, appears under the same date, (30th June, 1846,) and purports to be for "a half-year's salary as Chaplain, to April, 1846, £50." Thus, an amount of £250 was carried to the credit of this gentleman, notwithstanding the Chancellor's disapproval of the measure. From this date, (30th June, 1846,) Dr. Beaven's account stands credited, quarterly, with £25, to the end of 1849; and no information other than the primary explanatory note of the Bursar, introduced into the first entry on 30th June, 1846, is found on the face of the account; nor have the Commissioners observed in the Minutes of the proceedings of Council, or any other records, down to the end of their investigation, any further orders bearing upon the subject, or showing why the disallowance of the Chancellor was deemed unworthy of attention.

The whole period for which Dr. Beaven has been paid, as Chaplain, appears to be five years and ten months; or from 5th October, 1843, to 5th August, 1849. The Commissioners, from inspection of the account in the Private Ledgers, are of opinion that there has been an error of under-credit, of one quarter, by which Dr. Beaven has been paid £25 less than the amount intended to be given to him. The Cash entry to his credit, as Chaplain, is under date, 31st December, 1849:—"By salary, as Chaplain, one-third of the Quarter, £8 6s. 8d."

By the terms "one-third of the Quarter," must, of course, be understood one-third of the Current Quarter; and if so, the payment stood for the month, 5th October to 5th November, 1849: but it was in reality for the month, 5th July to 5th August, 1849, as the previous quarter's salary was only up to July. The Commissioners, however, leave this part of the account as they have found it. Under date 26th September, 1848, a debit of £20 appears against Dr. Beaven, in the Private Ledger; but no entry to credit of Cash could be met with corresponding to it. On the same date, a payment of £20 appears by Cash-book to have been made to Dr. McCaul, and is carried to his account; but it is probable that, by some oversight, it was also carried to debit of Dr. Beaven. The Commissioners have discarded this amount from the account; but they have discovered several omissions or errors of debit, amounting to £20 2s. 4½d., which have more than restored the difference above created between their books and those of the University.

The salaries of Professors King and Beaumont were each increased during two years, 1848 and 1849, by a grant of £55 11s. 2d. per annum, as allowance for Clinical Lectures delivered at the Toronto General Hospital. The funds of the University cannot be held properly applicable to Hospital purposes; and as the students attending the Hospital Clinical Lectures did not belong exclusively to the University, and paid to the professors regular fees for Clinical tickets, there does not appear any sufficient reason for the disbursement now under notice; when such grants are made there should be every assurance that the services for which they are claimed have been fully performed.

The salary of the late Professor Sullivan was increased by a subsidiary grant of £50 a year, for extra services, in 1847 and 1848. This gentleman appears to have, for several years, pressed in vain for a regular increase of salary. In 1843 his case was recommended to the consideration of the Council by His Excellency the Chancellor. The proceedings of the Council, on Professor Sullivan's

Appendix
(E.E.E.)

31st July.

application, are very interesting, as exhibiting the absence of any fixed principle by which their general administration was guided. The following extract from the Minutes of Council shews the views entertained by them with reference to increased expenditure in this case:—

"Meeting of Council, 27th December, 1843. Read a letter from J. M. Higginson, Esq., Private Secretary of His Excellency the Chancellor, transmitting a memorial from Dr. Sullivan, for a re-consideration of his salary:

"Whereupon, it was moved by Dr. McCaul, that the Council having taken into consideration the memorial of H. Sullivan, Esq., and the accompanying letter of Dr. Widmer, transmitted to them by His Excellency the Chancellor's Private Secretary, regret they cannot accede to any augmentation of salary as they do not perceive any adequate reason for altering the provisions of the Statute recently passed, or adding to the expenses of the University, which even at present, seem to be overburthened." (Min. Book, Vol. III., p. 57.)

The opinion expressed by the Vice-President, in the foregoing resolution, and sustained by the Council, as to the impropriety of increasing the "already overburthened" expenditure of the University, was, upon a subsequent occasion, confirmed by the President, the Lord Bishop, in a protest which his Lordship found himself called on to enter on the Minutes, on 1st April, 1844, against a recent order of the Council, by which an increase of salaries had been indirectly voted by the Professors to themselves, by the substitution of sterling money for Halifax currency. The following extract from the above mentioned protest shows his Lordship's views; at that time, on the subject of increased expenditure:—

(Dissentient,) "Because the said Minute is impracticable, or rather perhaps cannot be carried out without incurring debt, trenching on the endowment, or impeding the measures in contemplation for increasing the efficiency of the University." (Min. Book, Vol. III., p. 83.)

The above argument of the President appears exceedingly forcible and pertinent; and should have served the Council as a useful admonition against every sort of augmented expenditure.

Though the President and Vice-President had, in April, 1844, and December, 1843, so explicitly avowed their disapproval of increased expenditure, yet, in October, 1844, the former moved, seconded by the latter, that an allowance of £100 a year be paid to the Rev. Professor Beaven, for his services as University Chaplain; and that this allowance should be extended back to the commencement, in 1843. (Min. Book, Vol. III., p. 135.)

The extra services for which Professor Sullivan asked compensation, were rendered in the dissecting room and in the anatomical museum; and his entire time was devoted to professional labors. The Commissioners find that Professor Sullivan's claims were not favorably entertained by the Council until 1847, when a gratuity of £50 was voted to him for his extra services in the current medical session; a second and last grant was made in 1848, of a like amount.

Appendix
(E.E.E.)

31st July.

Another indirect means of bestowing increased emolument on the Professors of the University, and which was subsequently extended to the Bursar, consisted in the privilege accorded by the Council, of obtaining free tuition for the sons of these gentlemen in Upper Canada College.

In July, 1848, the Council passed the following resolution:—

“Moved by Professor Gwynne, That in future no allowance in lieu of salary for duties performed, or to be performed, be made to Professors or others without the sanction of a Statute duly passed.

“Which motion, being seconded by the Solicitor General, was put and carried.” (Min. Book, Vol. III., p. —. July 5th, 1848.)

The amount paid to students, thirty-three in number, for scholarships, &c., has been £786 15s., including the allowance to the student officiating as Chapel Clerk. This sum, considering the limited extent to which the educational services of the University have yet attained, is respectable, and shows that the University offers to the youth of the country pecuniary attractions which must operate advantageously to its popularity. No doubt due care will be taken that this salutary provision be extended so as to meet the increased demands of the institution, when the classes shall have attained greater numerical strength.

The salaries paid to twelve College officers and servants, of subordinate rank, and employed at various times during the second period, have amounted to £2,599 3s. 3d. The Commissioners are not competent to judge to what extent this branch of the University service requires to be carried. It is, however, to be remarked, that the above sum does not cover the whole disbursements in payment of servants. From the account of Wages, and the Report of the Dean, furnished in September, 1848, it will be observed that wages and clothing for servants amount, annually, to a considerable sum. (Vide Appendix.)

Other heads of disbursement will be noticed in the review of the Ledger accounts, in another place. The foregoing have been here alluded to, in connexion with the subject of general management, as affording occasion for some remarks illustrative of the system of administration pursued by the Council at various times, and suggesting those restraints or changes of fiscal policy which the interests of the University, and the present unsatisfactory condition of its endowment and finances, certainly call for.

A LIST OF THE ACCOUNT-BOOKS COMPILED BY THE COMMISSIONERS.

1st. ELEMENTARY BOOKS.

- 4 Vols. Reduced-Rent Books, with an Index to each.
- 1 do Doubtful Entries Book.
- 4 do Reduced Interest Books, with an Index to each.
- 1 do Cross-Entries Book, with Index.
- 1 do Rough Cash-Book, July, 1839, to 31st January, 1844.
- 1 do Bank (U. C.) Book, do do

2nd. BOOKS OF REFERENCE.

- 1 Crown Rent Index.
- 1 Land Index, to Ledgers A 1 and A 2.
- 1 Endowment Index.
- 1 Index to Col. Wells' 5 Memo. Books.

3rd. PRINCIPAL BOOKS.

- 1 Rough Journal, 1828 to 1839.
- 1 Fair do duplicate of above.
- 1 Ledger A, 1828 to 1835, with Index.
- 1 do supplementary to A.
- 1 do B, 1836 to July, 1839, with Index.
- 1 Journal, Rough to end of 1840, fol. 183, and Fair after.
- 1 do Fair to fol. 174, copy of Rough in above, and from fol. 175 proceeds independently.
- 1 do continuation of above, to end of 1849.
- 2 Ledgers, A 1 and A 2, containing the accounts from July, 1839, to 31st December, 1849, with balances from prior period brought down.

4th. AUXILIARY BOOKS.

- 1 Lease-Hold Book.
- 1 Sale and Transfer Book.
- 1 Condensed Journal.
- 1 do Ledger.

DESCRIPTION OF THE PRECEDING BOOKS.

1st. ELEMENTARY BOOKS.

The Reduced-Rent Books exhibit the rent accounts in annual sums as the accounts of rent, regularly kept, should have shown them in the University Rent Ledgers, from which they were compiled. These Books were framed with an immediate reference to the system of annual balances adopted by the Commissioners. The accounts comprised in them were carried into the Journals in separate sums, corresponding to the respective years of the general work. The Rent Ledgers of the College office showed the rent in periods, generally of seven years, beginning and ending on any of the four quarter-days in March, June, September and December; consequently a new distribution of the rent, corresponding with the posting adopted by the Commissioners in the construction of their Ledgers and Balances, became necessary; and as the proper fiscal year of the University office had been fixed as terminating on 31st December, the Commissioners took this as their annual posting date, and caused the Rent and Interest accounts to be constructed in accordance with this division of time.

The Reduced-Rent Books contain a large amount of supplementary rent (£4,512 12s. 5d. and £2,877 12s. 8d.) not shown in the University Rent Ledgers, but discovered by the Commissioners in the progress of their inquiry, by means of a rigid examination of the whole of the University books and records having relation to rent. The particulars of many of the entries of Supplementary Rent are to be found in the Cross Entries Book.

The Doubtful Entries Book has exclusive reference to the Rent accounts; and was constructed for the purpose of explaining whatever appeared doubtful, and correcting whatever was found erroneous, in the Reduced-Rent Books, as well as for supplying of those defects in them which must necessarily be discovered in compilations derived from the imperfect data of the University Rent-Ledgers.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

The Reduced Interest Books have the same relation to the Interest accounts which the Reduced-Rent Books have to the Rent accounts. The data of the Interest calculations were derived from the Sales-Ledgers and Instalment Books of the University.

The Cross Entries Book was constructed for the purpose of exhibiting the Corrections of the Commission accounts, for the first period of the work, or that corresponding to Col. Wells' Bursarship. This book was commenced after the conclusion of the Ledger posting and balancing for the first eleven years, 1828 to 1838 inclusive, with a view to the obtaining of a correct final balance to July, 1839. No portion of the general inquiry was attended with so many difficulties as were encountered in the education of the materials constituting the Cross-Entries, or auxiliary to them.

The source of nearly all the errors found in the Commission accounts was, on careful research, discovered to have been in the dependance placed by the Commissioners on the University Books handed over to them as reliable documents: but the extent of fallacy involved in this dependance was beyond their most unfavorable conceptions of the confusion and systematic irregularity and defectiveness of the University accounts. For a fuller explanation of the difficulties here alluded to, reference is made to the Report of Messrs. McKenna and Quaife in the Appendix. (Vide Appendix.)

The Rough Cash-Book was introduced for the purpose of bringing under distinct heads the whole of the unclassified entries of the Bursar's Cash Books, in order to prevent irregularities in the Journal distributions of Cash; and by a preliminary comparison of the aggregates of the columns with those of the books from which the items were taken, to ensure that accuracy of transcription which is essential to the construction of correct accounts. The use of this book was discontinued after the work of 1844, and other speedier means of attaining the same end were substituted.

The Bank (U. C.) Book was constructed from the University Cash Books, but was subsequently compared with the University Bank Books, in order to ascertain whether the former embraced the whole of the cash transactions with the Bank. It is necessary here to explain, that the Bursar had adopted and followed up the unusual system of passing all the banking transactions through the Cash-books, by which arrangement the face of these books necessarily became a redundant or fallacious exposition of the actual nett cash receipts and disbursements. It became necessary, therefore, in the framing of a correct business cash-account, to extirpate from the cash entries of the Bursar's Cash-books all which were extraneous to the legitimate Cash-book records. It is evident that if the Bursar made every disbursement in form of bank cheques, and deposited the whole cash in the Bank, as it was received by him, the Cash-book columns would exactly represent the cash receipts and disbursements as double of the true amount. All the disbursements were not, however, made by cheques on the Bank.

The Bank (U. C.) account kept by the Commissioners, (used by them merely as a check on the Cash account,) shows various entries (Vide last Vol. of Journal, p. 97) of Cash, which were not found in the Bank-book at dates corresponding to those at which they had been entered in the Cash-books, from the circumstance of cheques not having been

Appendix
(E.E.E.)

31st July.

presented until some time after the date at which they were drawn; in consequence of which the balance of cash at deposit was shown by the Bank Pass Book, on 31st December, 1849, the end of the period of inquiry of the Commission, to be £417 7s. 3d, greater than that arrived at by the Commissioners in their Bank (U. C.) account, as derived from the Bursar's Bank Cash entries in his Cash-books up to the same date; but on comparison of the Bank Pass-book with the Bank (U. C.) account of the Commissioners, this amount of £417 7s. 3d. was found to consist exactly of the unrepresented cheques (fifteen in number) already mentioned.

In disposing of the materials of Cash-books so unusually constructed, it was necessary to subject every item to the most rigid scrutiny; and great delay and embarrassment resulted from this circumstance. The Commissioners, however, do not regret having been thus obliged to subject the Bursar's cash operations to the severe ordeal of checking and re-checking through which they have caused them to pass, for it places the reliableness of their work beyond all question; and it is extremely gratifying to them that it also places the integrity and accuracy of the Bursar above all suspicion.

It is proper further to state in this place, that the Bursar passed many transactions through the Cash-books which had no proper relation to the Cash account. (See Notes and Memoranda of Mr. F. Rogers—Appendix.) Out of a total of £388,912 7s. 2½d. of apparent Cash credit from 1841 to 1849, no less than £245,512 7s. 4d. had to be discarded as having nothing whatever to do with the Cash account. In these cases the rule pursued by the Bursar was, to enter the amount to debit of Cash on one page, and to credit on the opposite, under the same date, thus multiplying the fiscal discrepancy which must have arisen from only one entry, or in fact, obliterating the Cash transaction purporting to be recorded. The object in view by the Bursar, in making these positive and negative entries, was laudable, notwithstanding the manifest incongruity of the system; for owing to the defective character of the University accounts, which were kept by single entry, the Bursar found himself at a loss for some appropriate place of account-record, in which to exhibit the transactions, all of which were of that class, disposed of in double-entry books by cross-entries; and as there was no other place in which he could expect them to be so sure of notice as in his Cash-book, he recorded them there for the very purpose of more certainly attracting attention to them, and having them thoroughly scrutinized. Only a glance at the Cash Books is required to show that the opinion here given is the correct explanation of every extraneous Cash-book record made by Dr. Boys; and certainly, had this officer desired concealment, or felt the slightest conviction that his fiscal conduct stood in need of it, the Cash-book was the very last place of record in which to attempt any such impropriety.

2nd. BOOKS OF REFERENCE.

The Crown Rent Index.—The Commissioners, having found that though a considerable amount of money had been received by the University, for arrears of rent due to the Crown, no proper account for the same had been kept in the University Ledgers, considered it expedient to keep this portion of the general rent account under a distinct head. The Crown Rent Index is properly a book of detailed account, showing the names of all persons who made payment of Crown rents to the University, with the

Appendix
(E.E.E.)

31st July.

amounts so paid by them, and the property on account of which the payments were made.

The Land Index gives the references to the Ledgers A 1, and A 2, for every lot of land embraced in the accounts of the above Ledgers, according to an alphabetical succession of the Townships, showing in separate columns: 1st, the folio in the Ledger; 2nd, the number, &c., of the lot; 3rd, the concession; 4th, the number of acres; 5th, remarks. The construction of this book was decided on with the view of preventing confusion and errors in posting; and was adhered to by the Ledger poster throughout the second period of the accounts. Besides, it was found that the Ledger folio was more speedily discovered in an Index divided into numerous Township headings, and consequently presenting under each a limited number of references, than in a personal Index, in which the whole names of the tenants, purchasers and others, had to be disposed of under the contracted classification of the letters of the alphabet. It is well known, too, to accountants, that whilst in the latter mode of arrangement a number of the letters of the alphabet, as Q, U, Y, Z, F, &c., embrace but a small number of names, a few others, as M, S, T, W, B, and H, are found to comprise the great bulk of the names of every personal Index; thus rendering it a tedious and disagreeable task, at every turn to a new folio, to hunt up the required reference. Name-Indexes are, however, indispensable; all the Ledgers are provided with them, in addition to the Land and Endowment Indexes; and care has been taken to render the reference as easy as possible, by putting the names into distinct columns, headed by the vowels of the alphabet,—the first vowel in the name after the commencing letter pointing to the column in which search is to be made.

The Endowment Index. This book will be found one of the most useful compilations made under the Commission; being a key at once to the entire endowment, and the accounts both of the Commission and the University, and showing, at a glance, the present position of every lot, or portion of a lot, held under the University or originally belonging to it. It was compiled as well for the present purposes of the Commission as for the future service of the University; and will give to those not familiar with the details of the accounts and records of the institution, without any tedious research, an immediate view of the present state of the Endowment. It has been arranged, like the Land-Index, according to the alphabetical succession of the various Townships in which the Endowment and the vested property lie;—the lots following in the order of their numbers. It is divided into five columns of reference. The first column shows the number, &c., of the lot, or part of a lot; the second the number of the concession; the third, the number of acres; the fourth, which covers the greater portion of the page, gives the actual present position of the property, as "Leased," "Sold," or otherwise, with the date of lease, or the date and number of the sale, and occasional explanatory remarks. The fifth, gives the first or introductory reference to the Commission Ledgers, to all lots for which any account has been opened, and designates as "vacant" or leaves unnoted, such as have never been introduced into the accounts of the Commission or of the University. The introductory Ledger reference is, of course, the initiatory step to the series of other references which may be traced from the Ledger, as a starting point, down through the Journals and subordinate books, or forward through the succeeding Ledgers.

Appendix
(E.E.E.)

31st July.

The Index to Col. Wells' Five Memorandum Books is a book which will be little required for future reference. It was compiled chiefly to enable the accountants to obtain ready access to the details contained in the above Memorandum Books, in the process of those tedious and perplexing examinations and checkings of accounts which became necessary, in consequence of the defective data furnished to the Commissioners for the construction of their accounts, in the process of the inquiry.

3rd. THE PRINCIPAL BOOKS.

A description of these books can hardly be required. Their purpose and uses are sufficiently understood by all; though the construction of them is a work requiring more ability and experience than may generally be considered necessary by those who are unacquainted with practical book-keeping. The only one on which any explanation is called for, is the Rough Journal. The Commissioners have already mentioned the fact, that among the account books handed to them, at the commencement of their labors, no proper Day-books or Cash-books were found. It was, therefore, considered advisable to construct an elementary book, which should comprise the entire materials that might be gathered in from whatever available sources the Commissioners could reach; and as it was natural to expect that these materials, obtained in a desultory and irregular way, might be found discrepant and confused, and calling for re-arrangement and correction, the volume into which they were gathered was termed the Rough Journal. From this book, the accounts, corrected where appearing erroneous, defective, or incongruous, were transcribed into another, named the Fair Journal. When, however, the work had advanced into the period of Dr. Boys' Bursarship, in which fuller, though not less confused, details were available, the continuance of the Rough Journal was deemed inexpedient. The preliminary arrangements and classifications were made on rough sheets; and from these, after due checkings and examinations, the accounts were written, in proper detail, into the Journal, from which they were carried directly into the Ledgers.

The Commission Ledgers contain the entire accounts of the University; and are, therefore, different from any of the books of the College office, kept under the name of Ledgers, as the latter were only sectional account books, each appropriated to some one department of the affairs, as Sales, Rent, Private or Personal accounts. No book, in any form, existed, from which it was possible to educe a general summary of the affairs of the University.

4th. THE AUXILIARY BOOKS.

The books designated by the above title were commenced with a reference to the future requirements of the University office, rather than to the present assistance of the Commissioners. Owing to the urgency with which the work of the accounts has been pushed forward, it has been found impracticable to complete all these books. If approved of hereafter by the managers of the Endowment, the incomplete ones can easily be filled up by the University accountants.

The Condensed Ledger and Journal were opened for the purpose of exhibiting in the narrowest possible limits, the actual state of the University accounts, at the end of each year. They contain, so far as they have been written up, that is, to the end of 1838, the condensed work of the chief or large

Appendix
(E.E.E.)
31st July.

Journals and Ledgers. The personal accounts of the latter, in the several departments of Sales, Rent, and Interest, are, in the Condensed Journal and Ledger, all brought into the three leading accounts of "Purchasers," "Tenants," and "Interest." A slight inspection of the large Ledgers will show that at least nine-tenths of the whole space in them are taken up by the personal accounts (above 2000 in number) constituting the above three classes; whilst the remaining one-tenth embraces the rest of the accounts, about 80 in number. The Condensed Ledger would, therefore, show, under about 83 heads, the entire accounts; up to the end of 1838, it embraces all the existing accounts under 39 heads.

The Leaschold Book was intended to serve as a complete register of the whole lands of the University, under or subject to rent, whether the same were held by formal lease or otherwise. This book has not been commenced. It has been prepared for two Indexes, bound in, one at the beginning, the other at the end of the book; the former to contain the names of the tenants, the other the numbers of the lots and concessions, &c. The left-hand page of each folio of the body of the book is divided into five columns, intended, 1st, for the names of the Tenants; 2nd, the numbers of the Lots; 3rd, the Concessions; 4th, the Townships; 5th, the date of Lease, or entrance on occupation. The right-hand page was to be appropriated wholly to explanatory remarks.

The Sale and Transfer Book has been completed. It embraces the whole of the Sales from the Endowment, from the foundation to the end of 1849. It has two Indexes, bound in: one at the beginning of the book, containing the names of the purchasers; the other, at the end, containing the names of the Townships. The left-hand pages of the book are divided into six columns; the 1st shows the office-number of the sale; the 2nd, the number, &c., of the Lot; the 3rd, the Concession; the 4th, the number of acres; the 5th, the date of sale; and the 6th, the name of the purchaser. The right-hand page contains various "Remarks," as dates of transference, names of the transferers, date of issue of Deeds, &c., &c.

DESCRIPTION OF THE LEADING ACCOUNTS.

The first account, in the Ledgers of the Commission is, The Trust.

The subordinate accounts employed as intermediate depositories of the various assets of the University, which have come under the control of the Corporation, in any form bearing a money value, have been closed into The Trust account. The amount appearing to the credit of The Trust account is £336,930 19s. 8d. This sum represents the total products of the endowment, which have been at the disposal of the College Council, in the shape of Cash realized, and personal accounts available.

The following are the accounts which have been closed into The Trust, as above stated, viz:—

Fees and Dues, (total collected),	£6,427	1	6
Real Estate, (for lands sold),....	162,778	9	0
Interest, (accrued),.....	93,767	0	8
Rent, (accrued),.....	45,412	14	0
Returns of Investment account, (Debentures and Bank Stock)	20,241	5	9
Interest from Invested Property, Crown Grant, (£1,000 sterling per annum),.....	4,999	19	9
Rent from Invested Property,	964	17	8
Wellington Scholarship,.....	133	1	0
Detriments,.....	18	6	1
Total,.....	£336,930	19	8

The Real Estate account was opened as subordinate to The Trust, and embraces the whole of the sales of the Lands of the Endowment, amounting, as above shown, to £162,778 9s., being the total price of 134,057 $\frac{3}{4}$ acres.

The Rent account has been restricted to rents accrued on the lands of the Endowment; rents from other sources have been taken in under a different head,—(Rent from Invested Property).

The Interest account shows a total credit footing of £93,769 0s. 8d. This amount represents the total Interest which has accrued on the sales of University lands, and on notes of hand taken for arrears of rent.

The interest derived from Debentures, Bank Stock, Mortgages, &c., has been disposed of under other heads.

The Investment account was primarily intended for the recording of returns from Debentures alone; but through a misunderstanding of the accountant has been made to include the dividends derived from two small items of Bank Stock, namely, U. C. Bank, £250, and Gore Bank, £187 10s.

The total amount invested in Debentures, (chiefly of the Provincial Government,) has been £47,870 9s. 5d.; a small proportion, certainly, of the entire funds of the University, considering the superior character of this class of Investments, and the claims which the Province must be regarded to have upon an institution endowed as the University has been, so liberally from the public domain.

The Council, at one period, as has been shown in a preceding part of this report, manifested a strong, and indeed a very wise preference, for this form of investments; and had they continued to follow the rule there laid down, as to the disposal of their available cash, the interests of the University would have been largely benefitted by a close adherence to it.

From about the year 1841 they appear to have entertained an indisposition towards investments in Government securities; but whether from prudential or other motives, the Commissioners do not find recorded. In 1848 they once more returned to their former rule; and probably when the advantages of this form of investment are fully understood, no deviation will again take place. The total amount of Debentures, at present on hands, appears to be £27,667 10s. 8d. (Vide General Summary.)

Of the amount originally invested in Debentures £20,202 18s. 9d. have been alienated or converted

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

into other securities; and of this sum, £15,327 18s. 9d. appear to have been disposed of in an unwarrantable manner, viz:—

In redemption of a Note, September, 1843.....	£6,500	0	0
Do Loan to St. James' Church, April, 1843.....	4,000	0	0
Do Purchase of "Hamilton Property," April, 1847.....	4,827	18	9
	<u>£15,327</u>	<u>18</u>	<u>9</u>

The alienations of the Debentures above referred to, were uncalled for, and must be regarded as disadvantageous operations. The whole of these Debentures yielded 6 per cent. interest, receivable half-yearly at the Bank, without any expense for collection, and without any risk of defect of payment, at the regular stated periods. The payments of interest on the St. James' Church Loan, although in the main, more regular than those made by several other borrowers, were not punctual; nor were the instalments of principal paid in conformity with the contract.

The transfer, to the Bank of Upper Canada, of £6,500 Provincial Debentures, in the same year as the above, was not necessary. The Bank was willing to accept of other security, (Vide Appendix, Question 21st,) which would have saved the University the necessity of parting with these valuable assets.

The purchase of the Hamilton Property, in 1847, from W. H. Boulton, was in reality but an exchange of University securities and property, for town houses and lots in the City of Hamilton.

The College Council, in this transaction, parted with the Wadsworth Property, known as Farr's Mills, together with £4,827 18s. 9d. in Provincial Debentures, and £347 6s. 3d. arrears of principal and interest due by Mr. Boulton on a College lot in Markham.

It is remarkable, that in the case of the Church Loan, and the transfer of Debentures to Mr. Boulton, the Council allege, as one of the reasons of the desirable character of the new investments, that the Debentures were near maturity. Other capitalists would have considered this circumstance rather as an enhancement of value, than as such a depreciation as to render it expedient to get them off their hands. No doubt the parties who received them were well enough satisfied with the view taken by the Council.

The financial operations of the Council, in 1842 and 1843, were certainly of a very unusual business character.

On 29th December, 1842, the Council, from want of cash, were obliged to obtain from the Bank a discount of £4,200. On 2nd February, 1843, £1,200 were paid into the Bank in part of the above note; and the balance, £3,000, on 25th July following; on which day a new discount of £6,500 was obtained from the Bank, showing that the Council had yet no spare funds, and were obliged to increase their debt to the Bank £3,500; when the note of £6,500 was about to fall due, they were still unable to clear off their Bank debt, and discharged the note before maturity, by a transfer of £6,500 of their best securities. (Vide Appendix;—Letters, August 7th, and

Appendix
(E.E.E.)

31st July.

September 27th, 1843; also, Min. Book, 7th September, 1843, Vol. III., p. 20.) In the midst of these difficulties, they made a loan to the Wardens of St. James' Church, Toronto, of £4,000, parting, in the transaction, with this amount of Debentures bearing 6 per cent. It is true they endeavored to work off, in this operation, £500 worth of Tay Navigation Debentures; but the Church Wardens having refused them, the Council gave others in place of them.

The Council regarded the proximity of the maturity of their Debentures as an objectionable circumstance; but that difficulty could possibly have been obviated, as the Government would hardly have objected to redeem them by renewals at ten or twenty years more to run. Why the Council regarded Debentures presently convertible into cash, as undesirable assets, to be retained by them at a time when they stood so much in need of ready money, the Commissioners confess themselves altogether unable to explain.

The Bay Street Property account will be found in the Commission Ledger, divided into the following personal accounts, viz:—

Henry Sproatt,
James McDonald,
Alexander Rennie,
William M. Gorrie,
Donald Campbell,
Dugald Hunter,
E. F. Whittemore,
John Smith,
Charles March,
David Maitland,
William Mathers.

A reference to the account of John Crawford, (fol. 866, Ledger A 1,) shows that the amount paid for this property was £2,577 6s. 9d., on 27th and 28th February, 1846. The nett purchase was £2,500; but the University paid Mr. Crawford £77 6s. 9d. more, for rents accrued from date of purchase to the date of payment. These arrears of rent should have been collected by the University forthwith; but they were not; and some of them remain unpaid up to the present time.

It will be remembered that the calculation of Mr. Crawford, by which he showed the College Council that this investment of £2,500 would exceed 6 per cent. per annum, by the annual sum of eighteen shillings and six pence, or nine pence, per cent. per annum, was based on the premises that the rents should be paid in punctually on the quarter-day. If, however, the rents should not be so paid, but only on the yearly-day, in full, then the investment would be £2 7s. 6d. per annum, on the £2,500 less than six per cent. A very cursory inspection of the accounts of the parties whose names are mentioned above, lessees of the Bay Street lots, will show that not one of them all paid the rents in the manner laid down by Mr. Crawford in his ingenious calculation. The only lessee who came near the mark, was Henry Sproatt, whose quarterly payments were, with three exceptions, all made within the month on the first day of which they became due.

One lessee, Charles March, had not, up to 31st December, 1849, paid any rent, either for arrears to Mr. Crawford or on the new account. A second, Alexander Rennie, (or his transferee, Hon. C. A. Hagerman,) out of 4½ years, due on 31st December, 1849, £106 5s. had paid one year, or £25 on 3rd

Appendix
(E.E.E.)

31st July.

October, 1846. A third, W. M. Gorrie, out of 4½ years, £54, had paid, 22nd May, 1846, £12, and 24th September, 1849, £24. Donald Campbell and Dugald Hunter paid their rents with punctuality, but not annually. William Mathers paid, 6th December, 1849, four years due 1st October preceding, in one sum, £48. The payments of other lessees were quite irregular. The University charged no interest to any of these lessees, for default of payment on the regular quarter-days.

The total collections for rent from the Bay Street property, from the date of purchase to the 31st December, 1849, have been £388 9s. 7d., to which may be added the interest on £200, received 8th November, 1847, for purchase of lot No. 2, say to the 1st October, (the last preceding quarter-day,) £23; making in all, £411 9s. 7d. Deducting from the last sum the amount paid Mr. Crawford, for rent accrued at the date of transfer, say £77 6s. 9d., there remains £334 2s. 10d. as nett receipts on account of the University rents, reckoned up to 1st October, 1849. But the interest of £2,500, from the time of its payment to Mr. Crawford to the above date, say three years and seven months, is £537 10s. 10d. It is, therefore, very clear that the Bay Street property has been, in every respect, a bad investment. Nor can it be said that it presented any prospective inducement; for the rents are merely the interest of the stipulated price, at which every tenant is at liberty to buy out, at any time within twenty-one years from the date of his lease; say two from 1st May, 1842; one from 1st March, 1843; two from 1st May, 1843; two from 1st June, 1843; one from 1st January, 1844; one from 1st April, 1844; and two from 1st October, 1844. If the property increased in value, there is every certainty that the lessees will complete the purchase on or before the expiration of their leases; and in the end, the University must come out of the transaction very unsatisfactorily.

The returns from the Garrison Property are found in the two accounts of Patrick Walsh and William Williams; and amount to £10 8s. The price paid to D. E. Boulton, Esq., for this property, was £2,368 18s. 9d. on 6th March, 1846. The interest of this sum, at 6 per cent. up to the end of 1849, is about £542 14s. The University has, therefore, lost in interest of capital on this purchase, £531 6s.

The returns from the Hamilton Property, are found in the accounts headed, Charles Gates, Benjamin Spencer, Dalby & Stevens, J. Robinson, T. & M. Tisdale, and William Davidson; and amount to £885, with £12 1s. 1d. for interest paid on the collected arrears of rent, say, together, £897 1s. 1d., from which must be deducted £94 1s. 5d. for collection of rents and insurance. The price paid to William H. Boulton, Esq., for this property, on 15th April, 1847, was £7,970 16s. 8d. The interest of the latter sum, reckoned up to the end of 1849, say two years and 8½ months, is £1,294 5s. 2d.

The above figures show that the University would have been better served, by keeping the Debentures which were handed to Mr. Boulton, in the Bank safe, and receiving the interest regularly as it became due.

A strange circumstance connected with the Hamilton Property has been observed by the Commissioners, in the statement of annual rental furnished to the College Council by Mr. Boulton, at the time of offering the property for sale. Mr. Boulton, (See General Letter Book, Vol. III., p. 22,) repre-

sent the amount of the rents to be £615, and the Bursar put them at £610. Both, however, included one item of £30, which should not have been introduced.

The following is the statement of rental shown by the Bursar, on 27th April, 1847, viz:—

1. Charles Gates,.....	£80	0	0
2. William Davidson,.....	100	0	0
3. Dalby & Stevens,.....	100	0	0
4. W. H. Harvey, Esq.,.....	30	0	0
5. T. & M. Tisdale,.....	100	0	0
6. Sanders & Robinson,.....	100	0	0
7. B. Spencer,.....	100	0	0
	£610	0	0

The name of W. H. Harvey does not appear in the University accounts of the Hamilton Property. There were only six houses altogether; and the introduction of Mr. Harvey's name as the tenant of a seventh, seems to have been a sort of mistake. If the Council ever discovered the error, they probably have not deemed the fact worthy of record.

In the case of the Hamilton Property, as in that of the Garrison Common Property, the Council (Vide Min. Book, Vol. III., p. 387,) appear to have fixed the maximum price themselves; and neither of the sellers found fault with the Council's valuation.

The account of George Ridout, Esq., is one of considerable importance, as it stands connected with the settlement of Col. Wells' default. In 1843 the College accepted from the latter, in part payment of the balance due by him, the assignment of a judgment held by him against Mr. Ridout, for £1090 8s. 9d., including costs. At the time of completing the arrangement with the University, April 6th, 1843, the amount assumed by Mr. Ridout on behalf of Col. Wells' debt, was £1105 13s. 8d. The Council paid to Mr. Ridout, or on his account, various sums which, with the preceding sum, and interest on the whole debits up to 31st December, 1849, amount to £3,699 14s. 5d. As security for these liabilities, the Council took from Mr. Ridout an absolute conveyance of certain property around the present University office, with the understanding that the same should be sold off in lots to suit purchasers, and the prices obtained for them to be passed to the credit of Mr. Ridout. Mr. Ridout's account now (31st December, 1849,) shows a balance of £1 in his favor. But though, so far as this gentleman is concerned, the University has been fully secured, the actual state of the case, as regards the finances of the institution, has not been improved. The lots have been sold at apparently fair prices, but neither the instalments of purchase nor the interest have been paid with regularity. Thirty-one lots have been sold at an aggregate price of £3,490, the chief part in 1844, some in 1845, and some in 1848. The aggregate balance of principal and interest due on the above, is £3,562 17s. 5d., which shows that even the interest is not regularly collected, though the property surrounds the College office. One individual has been a purchaser of fourteen lots, at an aggregate price of £1,499, all in 1844, excepting one lot at £95, in 1845. This gentleman now owes for principal and interest, £1,585 11s. 3d.

Another gentleman, to whom the Council, in 1846, lent £750, pledging their Debentures in order to raise the cash, bought one lot in 1844, and four lots in 1845, at an aggregate price of £686, on which account the sum of £694 14s. 10d. appears now

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

duc. This gentleman's loan account, however, stands still worse, showing nothing to have been paid on account of either interest or principal.

There can be no reason for the funds of a public institution being thus held subservient to modative purposes. It is, perhaps, speaking too mildly of these and some other cases of a similar character, to attribute the extreme leniency with which they have been treated to mere remissness of administration.

It is an unwise system to permit purchase and interest to accumulate on any sort of property. There are probably many cases to be found in the University accounts, in which the debt on the property sold has, in this way, risen to an amount above its present value.

The Cash account has been reduced to its own proper limits, comprising only transactions of receipts and disbursements, with the exception of those entries which were occasionally called for in the correction of errors in other accounts. It is, however, to be remarked, that the apparent receipts of Cash exceed the actual, to a trivial extent, in consequence of the repayments made by some parties who had overdrawn their accounts, at the end of 1849.

The actual balance of Cash on hands, on 31st December, 1849, the Commissioners find to have been £5,973 12s. 9d.; of which amount £5,786 13s. 2d. stood to the credit of the University in the Upper Canada Bank, as shown by the Bank Pass-Book, and £186 19s. 7d. were in the hands of the Bursar. The Cash-book of the Bursar showed the latter amount to be £193 10s. 4d., or say £6 10s. 9d. more than the true balance in his custody. This fact the Commissioners believe to be almost unprecedented; and it must be regarded as an irrefragable proof of the integrity and industry of the public functionary in whose behalf it is now recorded.

THE GENERAL SUMMARY.

The General Summary, compiled from the Final Balance of the accountant, and here introduced as the closing section of the report of the Commissioners, exhibits the present state of the affairs of the University.

From the footings of this statement it will be seen that out of a total capital of £336,930 19s. 8d., realized, or at the command of the University authorities, there have been totally alienated, in current expenditure and losses, £166,319 11s. 8d., leaving a balance of £170,611 8s. of assets of various sorts.

These assets, of course, stand rated at the figures representing their original cost, as introduced into the accounts. The present value of some of them is, no doubt, greater than the cost; but that of others must be correspondingly less. The Commissioners are not, however, called upon to furnish an inventory of the University effects; neither could they pretend to be competent to do so. They consider that they shall have discharged their duty, under this head, by exhibiting the distribution of the funds under the various heads of investment in which they have been placed. It is, however, their duty to state, finally, in closing their work of investigation, that they consider the amount of money which has been alienated from The Trust, altogether disproportioned to the extent of benefit conferred upon the public by the University, and that the affairs of the institution might have been so managed as to have secured to the youth of Western Canada much greater advantages than they have hitherto derived from the munificent endowment bestowed upon it by a paternal Sovereign.

The Statement of Expenditure and Income following the General Summary shows the true fiscal condition of the University for the last seven years prior to 1850, or during the period in which it has been in operation as an educational establishment. From this statement, it will be observed that the current expenses of the institution have largely exceeded its proper annual revenues. The total of the excess of Expenditure over Income, for the above period, has been no less than £19,332 14s. 8d. Under a continuance of such mismanagement, it is obvious that in course of some years the capital must be seriously decreased, and the institution reduced to a state of comparative fiscal weakness.

The Commissioners, in this statement, have included under Income, every item of revenue properly appertaining to this head; and under that of Expenditure, only those disbursements which have been made for services, leaving no asset as a representative, as salaries, wages, charges, &c., &c.

The General Abstract Statement of the lands of the University, which the Commissioners have with much care compiled, and now submit, in connexion with the General Summary, shows the present state of the endowment, so far as can be understood from returns in figures, of the quantity of land originally held in the various Townships in which the lands were situate. A proper estimate of the real value of the residuary lands cannot, however, be arrived at without a complete and thorough inspection of them by efficient and trustworthy valuers. It is much to be feared that the quality of the unsold is not equal to that of the sold lands; and it is to be regretted that so great a proportion of the whole estate has been disposed of before the institution has yet passed through its infant stage of existence.

ROBERT E. BURNS,
JOSEPH WORKMAN.

Appendix
(E.E.E.)
31st July.

GENERAL SUMMARY.

31st July.

31st July.

EXPENSES AND LOSSES.		Ledger Folio.	£	s.	d.	£	s.	d.	
Debenture Agency, paid		2	80	4	10				
Survey Account do		5	1773	18	8				
Charges do		7	7272	17	4				
King's College Office do		9	2196	11	3				
Loss and Gain do		13	27	17	5				
Upper Canada College, for Loan and Interest		14	75506	5	0				
Architectural Charges		19	560	8	6				
John Radenhurst		27	2	4	10				
J. C. Cochrane		29	0	15	0				
F. Tincombe		30	0	5	0				
E. J. Ridout		31	2	10	0				
Expense Account		33	56359	18	2				
Law Expenses		848	688	16	1				
Parliament Buildings		849	1668	9	8				
Insurance		do	364	5	5				
Medical School, contingent expenses		850	590	4	2				
King's College Repairs		851	1598	14	9				
Chapel Account		854	769	3	9				
Wages		do	941	14	5				
Steward's department		855	1385	2	11				
Wadsworth Estate—short-charged Interest		856	0	9	8				
Churchwarden's, St. James' Church do		858	3	0	1				
Port Hope Estate, expended in Survey		862	31	19	10				
King's College Hospital		864	1145	16	8				
Commemorations		865	148	3	5				
Land Tax, paid		do	1462	0	5				
Commencements		866	51	11	6				
Hamilton Property, expended in Insurance, and collecting Rent, &c.		867	94	1	5				
Elora Property		868	25	0	0				
King's College Commission of Inquiry		869	1081	12	10				
J. Wettenhall		do	100	0	0				
Lieut. Col. Walls, for Cash and Interest, omitted to be charged to him on settlement	A 2, 6		1286	7	0				
Total amount of Rent due, and unpaid, 31st December, 1849, say			£18,198	3	4				
Of which one-third may be considered bad			£6,066	1	1				
do do do do doubtful									
Of which one-half may be collected			3,033	0	7				
						9,099	1	8	
						9099	1	8	
ASSETS AVAILABLE.									
Upper Canada Bank Stock		15	250	0	0				
Cash on deposit in Bank of Upper Canada			£5,786	13	2				
Cash do in Bursar's hands			186	19	7				
						5973	12	9	
Reverend Dr. McCaul, overdrawn by him		19	70	12	2				
Reverend Dr. Beaven, do do		20	613	1	3				
The Bishop's Loan, balance due		21	1	6	8				
Gore Bank Stock		23	187	10	0				
Bursar Boys, overdrawn by him		24	10	17	5				
William Davidson, overpaid		35	12	8	2				
Dr. Gwynne, overdrawn by him		do	66	7	8				
Dr. Herrick do do		36	22	18	11				
David Gilkison do do		38	28	7	2				
J. Helliwell do do		39	3	0	0				
Allan Cameron do do		840	25	0	0				
John Shaw do do		do	2	10	0				
Colonel O'Hara, due by him		855	35	9	8				
Glynn, Halifax & Co., due by them		888	2	18	5				
PROVINCIAL DEBENTURES, viz :—		17							

Date of Purchase.		Description.	No.	Amount.			Rate per An.	Remarks.	
				£	s.	d.			
May	30, 1837	Desjardin's Canal	386	500	0	0	6		
do	do do	do do	387	500	0	0	do		
do	do do	do do	388	500	0	0	do		
do	do do	do do	389	500	0	0	do		
do	do do	do do	390	200	0	0	do		
do	do do	do do	391	200	0	0	do		
do	do do	do do	392	200	0	0	do		
do	do do	do do	393	200	0	0	do		
do	do do	do do	394	200	0	0	do		
do	do do	do do	395	200	0	0	do		
do	do do	do do	396	200	0	0	do		
August	1, do	do do	406	200	0	0	do		
do	do do	do do	407	200	0	0	do		
do	do do	do do	408	200	0	0	do		
do	do do	do do	409	200	0	0	do		
do	do do	do do	410	200	0	0	do		
Carried over				£	4400	0	0	£	7305 15 8 1669 11 8

Appendix
(E.E.E.)

GENERAL SUMMARY.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

Date of Purchase.	Description.	No.	Amount.			Rate per Ann	Remarks.										
			£	s.	d.			£	s.	d.	£	s.	d.				
	<i>Brought over</i>		4400	0	0							7305	15	3	166819	11	8
	ASSETS, &c.—(Continued.)																
August 1, 1837	Desjardins Canal.....	411	200	0	0	6											
do do do	do do	412	200	0	0	do											
July 20, 1839	Roads and Bridges	248	500	0	0	do											
December 28, 1840	Welland Canal	342	500	0	0	do											
July 20, 1839	Roads and Bridges	374	500	0	0	do											
March 2, 1840	Roads	346	400	0	0	do											
do 9, do	do	397	500	0	0	do											
August 14, do	do	363	500	0	0	do											
March 2, do	Trent Bridge	285	333	6	8	do											
July 9, do	Grand River Bridge	296	166	13	4	do											
March 2, do	Rebellion Losses	2	200	0	0	do											
do do do	do do	5	400	0	0	do											
do do do	do do	6	400	0	0	do											
do do do	do do	13	125	0	6	do											
June 6, do	do do	12	33	5	3	do											
do 10, do	do do	14	1000	0	0	do											
July 9, do	do do	15	221	6	5	do											
October 5, do	Trent Navigation	450	500	0	0	do											
December 28, do	Hamilton and Brantford Road	448	1000	0	0	do											
do 31, do	War Losses	450	50	0	0	5											
March 6, 1841	Desjardins Canal	4	1000	0	0	6											
February 22, do	Roads and Bridges	243	700	0	0	do											
May 30, do	do do	236	1000	0	0	do											
July 6, do	do do	240	1000	0	0	do											
October 15, do	do do	203	1000	0	0	do											
December 17, do	Welland Canal.....	1	937	10	0	4											
July 26, do	York Roads	371	400	0	0	6											
January 14, do	Rebellion Losses.....	17	133	0	0	do											
do do do	do do	18	36	5	0	do											
do 27, do	Hamilton and Brantford Road	447	1000	0	0	do											
April 7, do	do do do	449	430	0	0	do											
May 18, do	Tay Navigation	4	250	0	0	do											
do do do	do do	5	250	0	0	do											
March 18, do	War Losses	449	100	0	0	5											
do do do	do do	451	50	0	0	do											
February 7, 1842	Welland Canal	11	150	0	0	6	} Since 1843.										
April 5, do	do do	68	937	10	0	6											
October 6, do	War Losses	1	110	0	0	5											
do do do	do do	242	90	0	0	do											
do do do	do do	351	150	0	0	do											
July 7, do	Erie and Ontario Road	378	1000	0	0	6											
March 27, 1843	Rebellion Losses.....	9	7	4	0	do											
do do do	do do	10	9	0	0	do											
February 24, 1845	Desjardins Canal.....	6	2000	0	0	do											
August 11, 1848	Consolidated Revenue Fund	143	150	0	0	do											
1848 and 1849.	Short Debentures unredeemed		2647	10	0	do											
								27667	10	8							

Due on Invested Property Sold, viz. :—

	£	s.	d.	Ledger Folio.
Brantford Property.—By R. Christie.....	2248	4	5	514
By R. Shaw.....	349	14	1	524
By George Babcock	290	17	8	547
By Charles Thompson.....	485	16	3	570
By Charles Thompson.....	352	6	6	571
By Charles Thompson	706	18	2	572
By J. K. Buchanan.....	238	8	6	620
By J. K. Buchanan.....	232	3	5	621
				5104
Ridout Property. — By J. and M. Burgess	424	13	6	743
				759
				744
By E. S. Freenon, 8 lots	1585	11	3	to
				752
By F. W. Barron.....	137	3	7	747
By W. B. Jarvis	522	17	1	754
By Hon. J. Hamilton.....	250	11	4	755
By Henry Sproat.....	67	9	2	756
By W. C. Gwynne	110	15	6	757
By W. B. Jarvis	171	17	9	758
By Henry Sproat.....	75	13	0	760
By T. G. Ridout.....	207	16	0	764
				3563
Radenhurst Property.—By Alexander Grant	133	18	9	761
By J. G. Harper.....	64	6	7	762
By Alexander Grant	87	4	0	763
				290
Brock Property. — By Bishop of Toronto.....				0
Kent—Garrison Property.—By P. Walsh.....	13	0	0	838
By W. Williams	13	0	0	838
				28
				0
				0
Carried forward	£	43964	8	5
				166819
				11
				8

GENERAL SUMMARY.—(Continued.)

31st July.

31st July.

ASSETS AVAILABLE.—(Continued.)			Ledger Folio.						
	£	s. d.		£	s. d.	£	s. d.	£	s. d.
<i>Brought forward</i>				49964	8 5	166819	11 8		
Due on Invested Property.									
Rent—Hamilton Property.—By William Davidson	175	0 0	815						
By T. and M. Tisdale	150	0 0	816						
By Dalby & Stevens.....	75	0 0	do						
By J. Robinson	125	0 0	817						
By J. Field	105	0 0	839						
By Benjamin Spencer	75	0 0	do						
				705	0 0				
Rent—Bay Street Property.—By Henry Sproatt.....	4	2 6	832						
By J. McDonald	0	0 8	833						
By Alexander Rennie	81	5 0	do						
By W. M. Gorrie	18	0 0	834						
By Donald Campbell	7	0 0	do						
By Dugald Hunter	5	0 0	835						
By E. F. Whittemore	5	0 0	do						
By John Smith	16	0 0	836						
By Charles March	87	15 2	do						
By D. Maitland.....	6	15 0	837						
By William Mathers.....	8	0 0	do						
				238	18 4				
Amount due for Rent, 31st December, 1849.....	18198	3 4							
Less—Written off on a preceding folio	9099	1 8							
				9099	1 8				
Amounts due for Principal and Interest on Sales of Lands, all considered good				59191	14 10				
Amounts due on Loans, &c., viz :—covered by Mortgage.									
Thomas G. Ridout	953	13 0							
John Ritchie	1035	0 0							
James Good	1152	0 0							
James Hunter	240	2 0							
Sheriff Jarvis.....	862	3 5							
Henry Rowsell	543	1 6							
— Clarke	168	4 11							
Lieut. Col. Wells	1846	15 11							
				6801	0 9				
						11995	4 0		
ASSETS UNPRODUCTIVE.									
King's College Furniture Account.....			11	341	8 6				
Office Furniture do			12	73	7 6				
King's College Building do			25	18953	16 2				
Medical Instruments.....			850	355	16 10				
Medical School Museum				114	3 8				
King's College Library				9463	0 4				
University Outfit Account				2142	16 4				
Mathematical Department				1014	18 0				
Chemical Department				1275	15 7				
Diagrams				35	13 3				
General Museum				224	10 10				
Maps				71	11 6				
						23071	1 2		
Invested Property on hand, viz :—									
King's College Grounds				14172	4 3				
Radenhurst Property	1041	11 2							
Less—Sold	356	0 0							
				685	11 2				
Cochrane Property	270	0 0							
Less—Sold	7	10 0							
				262	10 0				
The Messrs. Ridout Property				540	14 0				
Elora do				500	0 0				
Ashfield do				480	0 0				
Hamilton do productive				7970	16 8				
Garrison do				2368	18 9				
Bay Street do productive	2577	6 9							
Less—Sold	275	15 2							
				2801	11 7				
						29282	6 5		
Accounts in Suspense.									
James E. Small.....				1616	3 0				
James Paget				139	10 11				
Mr. Herschfelder				219	15 0				
						1975	8 11		
						£ 340649	12 2		

GENERAL SUMMARY.—(Continued.)

RECEIPTS AND GAINS.	Leger Folio.	£ s. d.		£ s. d.	
		£	s. d.	£	s. d.
Real Estate, for amount of Lands sold.....		162778	9 0		
Interest, for amount charged on Sales of Land, Loans, Notes for Rent, Invested Property, &c., not included in Interest of Investments below		93767	0 8		
Rent, for amount charged on Rented Lands, and on Invested Property, not included in Rent of Investments below		45412	14 0		
The Crown Grant, for advance to the Building Fund		4999	19 9		
Dues and Fees, for Nett Amount collected.....		6427	1 6		
Wellington Scholarship, received through the Bank of Upper Canada		133	1 0		
Detriments, for balance of this account		18	6 1		
Rent of Investments, amount unpaid		964	17 8		
Interest of Investments, do do		2188	4 3		
Returns of Investments, on Provincial Debentures and Bank Stock		20241	5 9		
				336930	19 8
LIABILITIES.					
Sundry Credits, being overpayments for Interest, Rent, &c. not likely to be claimed, and nearly equal to short payments returned under amount due for Interest and Purchase—the accounts, in both, being finally closed in the College Books.....		375	12 10		
Crown Lands Department—due it		2906	14 11		
Deposit Account—for sums not placed to Credit of Lots		65	4 8		
J. Gatchany—due him		49	5 0		
Dietrick & Stegar—due them		72	10 0		
Abel Muller do him.....		25	0 0		
W. H. Boulton do do		0	14 2		
T. Cronyn do do		12	0 0		
J. O. Armour do do		32	14 4		
G. M. Evans do do		32	18 7		
Edward Fitzgerald do do		41	0 0		
W. Meudell do do		30	0 0		
J. G. Grier do do		33	13 0		
J. Huggard, do do		30	0 0		
G. Ridout, do do on Loan Account.....		1	0 0		
G. Ridout, do do on Rent do		4	5 0		
				3712	12 6
				£ 340643	12 2
Total amount of Assets		174324	0 6		
Less—Liabilities as above.....		3712	12 6		
		£ 170611	8 0		
To which add the present value of the unsold Lands, 88,974 ¹¹ / ₁₀₀ Acres.					

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

STATEMENT of the INCOME and EXPENDITURE of KING'S COLLEGE UNIVERSITY, from 1st January, 1843, to 1st January, 1850.

	1843.			1844.			1845.			1846.			1847.			1848.			1849.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Dues and Fees	513	5	0	728	9	0	1049	14	5	901	4	3	1124	17	1	1017	13	3	1091	18	6	6427	1	6
Interest on Notes of Hand	45	0	10	99	17	2	149	19	9	80	8	2	102	2	8	51	16	10	77	17	8	607	3	1
Interest on Invested Properties	17	7	10	37	16	0	62	12	0	143	16	3	14	7	10	354	1	1	97	5	4	727	6	4
Rent of				47	12	0				87	18	0	180	12	9	364	10	0	614	12	1	1295	4	10
do				1947	1	6	1205	5	7	2479	14	9	1205	8	2	1663	1	11	2310	18	5	12494	15	2
Interest on Debentures and Bank Stock	1683	4	10				210	0	0	66	0	0	90	0	0	277	0	0	60	0	0	703	0	0
Interest on Loan Account							50	0	0													50	0	0
Donation																						133	1	0
Wellington Scholarship							5	15	5	4	11	6										19	10	7
Detriments				9	3	8																16	10	0
Interest paid by Dr. Boys							4378	6	4	3385	13	7	3199	3	5	1831	0	10	1880	3	7	20544	4	7
Interest on Sales of Land	2985	10	0	2934	6	10	1869	15	3	1442	12	8	1390	11	5	2190	15	11	1683	15	11	11138	16	8
Rent	1211	5	3	1350	0	3																54156	13	9
Total Income.....£	6405	13	9	7154	6	5	5981	8	9	8591	19	2	7307	3	4	7749	19	10	7966	2	6	54156	13	9
Total Expenditure	6987	16	11	12139	16	2	10623	11	3	11428	1	6	10136	19	2	10810	11	0	11362	12	5	73489	8	5
Total Income.....£	6405	13	9	7154	6	5	5981	8	9	8591	19	2	7307	3	4	7749	19	10	7966	2	6	54156	13	9
Excess of Expenditure over Income...£	582	3	2	4985	9	9	1642	2	6	2836	2	4	2829	15	10	3060	11	2	3396	9	11	19332	14	8

Appendix
(E.E.E.)
31st July

Appendix
(E.E.E.)
31st July.

GENERAL ABSTRACT STATEMENT of the KING'S COLLEGE ENDOWMENT, on
1st January, 1850.

Crown Schedule.	Commissioners' Index.	Difference.		District.	Townships.	Acres Sold.	Acres Leased.	Vacant or otherwise in an indefinite state.	Remarks.
		De-facts.	Excess						
2350 600 400 1000 4350	2350 800 400 1000 4550	.....	200	Eastern	Lochiel Finch Winchester Mountain	200 400 600 1200	2000 200 400 400 3000	150 200	See Endowment Index.
1600 200 430 1160 3390	1600 200 430 1160 3390			Ottawa	Hawkesbury West... Caledonia Plantagenet Clarence	650 650	750 200 560 1510	200 430 600 1230	
368 200 200 160 940 1868	369 200 200 160 940 1869	.....	1	Bathurst	Nepean March Huntley Packenham..... Fitzroy	369 200 200 400 1169	..... ..... ..... ..... 540	..... ..... ..... 160	Increase on resurvey.
400 184 770 400 850 830 1694 736 900 908 980 1200 800 400 1890 400 13342	400 184 770 400 803 800 1579 650 900 908 980 1200 800 400 1841 307 12922	47 30 115 86		Johnstown	Edwardsburgh Augusta South Gower North Gower Oxford on Rideau ... Marlborough Wolford Montague Yonge do (Escott) Lansdowne..... Leeds Kitley South Crosby..... Bastard Elmsley .....	..... ..... 370 273 100 1079 650 400 80 300 300 541 280 4373	400 184 200 400 300 600 100 900 200 700 600 500 1000 27 6111	200 230 100 400 308 200 600 100 300	Decrease on resurvey. do do do do do do See Endowment Index 93, A, registered for Rideau Canal. See Endowment Index.
3800 200 2400 1200 700 3520 1400 1300 2200 1000 600 1475 2026 571 2897 620 3419 900 400 30628	3800 200 2400 1200 700 3720 1200 1300 2200 1000 600 1475 2026 405 2897 521 3419 900 400 30363	.....	200	Midland	Pittsburgh Hungerford..... Loughborough Portland Richmond Camden East Tyendinaga..... Thurlow Sidney Rawdon Marmora..... Ameliasburgh... Hillier..... Sophiasburgh Hallowell Marysburgh Wolfe Island Kingston, W. Div... Ernesttown.....	..... ..... 800 650 300 960 200 500 500 400 200 1133½ 305 886* 381 300 200 250 7565½	3600 200 1600 550 400 1860 500 800 500 600 600 1175 892½ 100 2011 140 3035 700 150 18613½	200 900 500 84 4184	See Endowment Index. do do do See Endowment Index. * do do do Reduced on resurvey.

NOTE.—To the Lands sold, East of Kingston, are to be added 1617 ⁷/₁₀ Acres taken for the Rideau Canal, for which the University received from the Board of Ordnance £1,018 6s. Deduct an equal quantity from the Leased Lands.

Appendix
(E.E.E.)
31st July.

GENERAL ABSTRACT STATEMENT of the KING'S COLLEGE ENDOWMENT,
&c.—(Continued.)

Appendix
(E.E.E.)
31st July.

Crown Schedule.	Commissioners' Index.	Difference.		District.	Townships.	Acres Sold.	Acres Leased.	Vacant or otherwise in an indefinite state.	Remarks.
		De-fects.	Excess						
4250	3650	600		Newcastle ...	Murray	1850	1900	400	See Endowment Index. Reduced on resurvey. See Endowment Index. See Endowment Index. See Endowment Index. Reduced on resurvey. See Endowment Index. do do do do
600	511	89			Seymour	311		200	
4976	4356	20			Cramahe	1610	2746		
790	790				Asphodel		790		
5968	5857	111			Hamilton	4098	1709	50	
1800	1800				Percy	600	1000	200	
880	880				Otonabee	100	400	230	
1360	1358	2			Monaghan	958	400		
4362	4322	40			Hope	2853	1435	} Town } } lots, 34 }	
1800	1800				Cavan	1200	500			100
9104	8415		311		Clarke	1815	1450		
2170	2189		10		Darlington	1544	645		
5319	5008		312		Haldimand	2826	1982	200	
36729	35886	1172	380				19265	15107		1514
3050	3050			Home	Whitby	2550	500		See Endowment Index. Reduced on survey. Reduced on Endowment Index. See Endowment Index.
200	200				Brock		200	100	
800	800				Uxbridge	300	400		
3856	3856				Whitchurch	3306	550		
400	400				Caledon		400		
4263	4157	105			Scarborough	3631	526		
167	167				Thora	167			
4524	4503	21			Pickering	3542	960		
1000	1000				Albion	800	200		
8650	8637	12			Markham	8622	615		
2400	2400				East Gwillimbury ...	1850	550		
1358	1069	288			North do	289	440	340	
1400	1400				West do	900	500		
130	130				Tay			180	
1250	1250				King	650	600		
200	200				Oro	200			
3100	3100				Vaughan	2350	750		
200	200				Georgina		200		
2600	2600				Chinguacousy	2050	550		
5154	5154				York	4904	250		
400	400				Tecumseth	400			
7322	7322	4			Toronto	5778	1550		
1369	1369				Etobicoke	1259	110		
50	50			Innisfil			50		
200	200			Vespra			200		
54053	53021	431				42949	9851	820	
6700	6675	25		Gore	Trafalgar	5175	1500		See Endowment Index.
2000	2000				Esquesing	1660	340		
400	400				Eramosa	400			
400	400				Nassagaweya		400		
2940	2940				Nelson	2840	100		
700	665	35			Flamboro' East	665			
800	800				do West	400	400		
1650	1632	18			Beverly	1182	450		
2256	2256				Glanford	1457	799		
21300	21195	105			Willmot	19245		1950	
39146	38968	188				38024	3980	1950	
2138	1938	200		Niagara	Caistor	190	1748		See Endowment Index.
1545	1545				Rainham	1545			
1454	1421	33			Walpole	971	450		
5137	4904	233				2706	2198		
2172	2190		18	London	Woodhouse	1880	310		See Endowment Index. See Endowment Index. See Endowment Index. See Endowment Index.
3200	3200				Townsend	1400	1800		
2800	2800				Windham	1300	1300	200	
1540	1242	298			Walsingham	742	300	200	
800	800				Nissouri	200	400	200	
3840	3813	27			Charlotteville	1924	1889		
117	117				Zorra	117			
400	200	200			Blenheim	100	100		
1995	1995				Oxford West	1995			
514	514				do North	200	314		
1600	1600				Burford	1200	400		
1272	1272				Oakland	1084		188	
20250	19743	525	18		Carried over...	12142	6819	788	

Appendix
(E.E.E.)
31st July.

GENERAL ABSTRACT STATEMENT of the KING'S COLLEGE ENDOWMENT,
&c.—(Continued.)

Appendix
(E.E.E.)
31st July.

Crown Schedule.	Commissioners' Index.	Difference.		District.	Townships.	Acres Sold.	Acres Leased.	Vacant or otherwise in an indefinite state.	Remarks.		
		Defects.	Excess								
20250	19743	525	18	London.— (Continued.)	<i>Brought over...</i>	12142	6813	788	See Endowment Index.		
160	140	20			Southwold		140				
1030	1030				Bayham	700	330				
1028	1028				Malahide	498	530				
3833	3809	24			Yarmouth	2100	1709				
150	150				Dunwich	150					
400	400				Delaware	100	300				
200	200				Westminster	200					
1606	1606				Dorchester	200	1406				
1190	1190				London	590	600				
383	383				Lobo	183	200				
259	259				Carradoc	259					
4000	3800	200			Norwich	1300	2500			See Endowment Index.	
34489	33738	769	18				18422	14528		788	
246	246				Western	Tilbury East		246			350
350	350			do West							
150	150			Sombra			150				
1015	1015			Maidstone		815	200				
1064	1064			Rochester		300	764				
2825	2825						1115	1360	350		

RECAPITULATION.

Crown Schedule.	Commissioners' Index.	Difference.		Districts.	Acres Sold.	Acres Leased.	Vacant or Indefinite.	Remarks.
		Defects.	Excess					
4350	4550		200	Eastern	1200	3000	350	See Endowment Index.
3390	3390			Ottawa	650	1510	1230	
1868	1869		1	Bathurst	1169	540	160	See Endowment Index.
13342	12922	420		Johnstown	4373	6111	2438	do do do
30628	30363	465	200	Midland	7565½	18613½	4184	do do do
36729	35886	1172½	330½	Newcastle	19265½	15107	1514	do do do
54053	53621½	431¾		Home	42949½	9851½	820½	do do do
39146	38963	183		Gore	33024	3989	1950	do do do
5137	4904	233		Niagara	2706	2198		do do do
34489	33738	769	18	London	18422	14528	788	do do do
2825	2825			Western	1115	1360	350	
225957	223031½	3674½	749½		132439½	76808	13784½	

Quantity in Endowment, as above	223031½
To number of Acres sold	132439½
Add, do do do to Board of Ordnance	1617½
From number of Acres leased	76808
Deduct do do sold to Board of Ordnance	1617½
Number of Acres vacant or indefinite.....	13784½
	223031½
To the actual quantity found to be contained in the Endowment, say	223031½ Acres.
Add, the difference between Excesses and Defects, say	2925½ do
And there appear	225957 Acres,
Or the original Endowment; thus shewing the total of the Lands to be accounted for.	

N.B.—The explanations of Excesses and Defects will be found in the Endowment Index, under the heads of the respective Townships.

The difference in Defect has resulted chiefly from errors in the Crown Grant, (a number of lots having been previously granted to other parties;) the remainder of this difference, as well as the whole of that of Excess, were ascertained by resurvey.

The quantity usually given, in the University records, as the aggregate of the Endowment, is 225,954 acres.

The 134,057½ acres, were sold for..... £162,761 11s. 6d.

Average price per acre..... 1 4s. 3½d. nearly.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

TABULAR STATEMENT of ANNUAL SALES of the UNIVERSITY LANDS in the various TOWNSHIPS comprised in the ENDOWMENT.

Townships.	1828.	1829.	1830.	1831.	1832.	1833.	1834.	1835.	1836.	1837.	1839.	1840.	1841.	1842.	1843.	1844.	1845.	1846.	1847.	1848.	Total.
Lochiel			200																		200
Finch			200																		400
Mountain					200														200		600
Hawkesbury West				100															450		369
Nepean					200									169							200
March										200											400
Huntley											200										200
Fitzroy					400																400
South Gower									170												370
Oxford, on Rideau										178						100					278
Marborough																					100
Wolford		160	400		100									147	225		147				1079
Montagne									250	200											650
Yonge, (Escott)								150													400
Lansdowne																					80
Kitley									200												300
South Crosby				150								100									300
Bastard				141	400																541
Elmsley								200													280
Loughborough										200											800
Portland														100	100				200		650
Richmond									100												300
Camden East									100	200											960
Tyendinaga																					200
Thurlow																					500
Sidney																					500
Ameliasburgh																					200
Hillier														66½	462						1133½
Sophiasburg														40							305
Hallowell														190	208						886
Marysburgh																					381
Wolfe-Island																					300
Kingston, West Division																					200
Ernestown																					250
Murray																					1350
Seymour																					311
Cramah																					1610
Hamilton																					4098
Percy																					100
Otonabee																					100
Monaghan																					958
Hope																					2853
Cavan																					1200
Carried over	383	1310	1700	2319	3679	1712	817	1550	2408	2306	840	500	100	684½	2762	1730	747	1180			28037½

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

TABULAR STATEMENT of ANNUAL SALES of the UNIVERSITY LANDS, &c.—(Continued.)

Townships.	1828.	1829.	1830.	1831.	1832.	1833.	1834.	1835.	1836.	1837.	1838.	1839.	1840.	1841.	1842.	1843.	1844.	1845.	1846.	1847.	1848.	Total.
<i>Brought over.</i>	333	1910	1700	2319	3679	1712	817	1550	2408	2306	840	500	100	694½	2762	1730	540	820	747	1180		28037½
Clarke	200	200	200	200	450	450	200	100	100	181	284	200	200	200	100	100	140	292½	136	292½	136	1815
Darlington	200	200	200	200	100	100	376	200	200	80	50	200	200	200	150	150	97½	50	210	50	110	2926½
Haldimand	400	600	50	50	100	976	150	100	250	250	280	250	250	150	280	280	200	50	210	110		2350
Uxbridge	700	356	300	500	660	660	200	100	100	200	100	50	50	50	100	100	15	275	50	50		3306
Whitchurch	308	467½	250	50	400	702	242	150	100	150	568	568	100	50	50	144	144					3631½
Thora	200	300			460	350	150	300	145	150	50	50		137½	350	350	50	250	250			3542½
Pickering	400	2000	947½	800	400	700	450	300	100	250	200	200		150	775	300	200	50	400		50	8022½
Albion	500	500			100	289	100	100	200	200	400	200		50	50							1650
Markham		50						200		400					150							289
East Gwillambury		200						200		200					50							900
North do		200						200		200					50							900
West do		200						200		200					50							900
King		700	550	100	200	200	200	100	50	100					100	200	50		100	100		2000
O. c.		400	100	100	100	500	250	100	50	100					200	200	150		100	100		2000
Vaughan		1090	786	115	350	700	600	200	100	100					330	150	150	150	400	50	86	4904
Chinguacousy		900	400	750	100	200	125	100	42	200	192	200			450	50	180		150			5778
Tecumseth		175	296	296	100	100	88	300	300	100	100	200			200	1000	500		150	200		1259
Toronto and Gore		583	500	300	400	350	50	300	300	100	100	200			100	200	60					1660
Etobicoke		400	100	200	200	300									100	200	60					400
Trafalgar		400	400	540	600	100					300				200	200	200	100	400			2840
Esquating		165	400	400	100																	665
Eramosa		200	100	200	200																	400
Nelson		200	100	200	200																	400
Flamboro' East		165	400	400	100																	665
do West		200	100	200	200																	400
Beverley		376	150	150	1050	1350	97	12300	90	100	182	182		103	47	94	292		100			1182
Glanford		165	165	165	165	380	277	100	90	47	188	188		188	150	1020	450	450	1575	600		1457
Wilmot		210	200	200	200	576	50	350	100	200	200	200		207	100	100	200	107	100	250		19245
Caistor		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			190
Rainham		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			1545
Walpole		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			971
Woodhouse		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			1880
Townsend		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			1400
Windham		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			1300
Walsingham		200	200	200	200	200	200	200	200	200	200	200		100	100	100	200	100	100			742
Nissouri		473	50	331	300	117	100	100	350	60	160	160		200	200	200	200	200	200			1924
Charlotteville		473	50	331	300	117	100	100	350	60	160	160		200	200	200	200	200	200			117
Zorra		473	50	331	300	117	100	100	350	60	160	160		200	200	200	200	200	200			117
<i>Carried forward.</i>	3257	11746½	7748½	7581	8517	11796	6296	17288	4335	4924	2554	3780	550	3708	6887	6592½	3217	2245	4279	2882½	272	120465½

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

TABULAR STATEMENT of ANNUAL SALES of the UNIVERSITY LANDS, &c.—(Continued.)

Townships.	1828.	1829.	1830.	1831.	1832.	1833.	1834.	1835.	1836.	1837.	1838.	1839.	1840.	1841.	1842.	1843.	1844.	1845.	1846.	1847.	1848.	Total.	
<i>Brought forward</i>	3257	11746½	7748½	7581	8517	11796	6296	17288	4885	4924	2554	3790	550	3708	6887	6592½	3217	2245	4279	2882½	272	120465½	
Blenheim								100						100								100	
Oxford, West			77½	50	100	416	250	200	200	107½				100								1995	
Burford				200	200	100	100	200	100					100		310	140	150					1200
Oakland				200	200	250			350							84							1064
Bayham				200	200	100				200													700
Malahide							168							200					130				498
Yarmouth						200	200		300	200				600	150				100	100			2100
Delaware																							150
Westminster																							200
Dorchester										200													200
London								200															590
Lobo																							183
Carradoc																							259
Norwich				100		100	300	100	100								159						1300
Maldstone				415					200														815
Rochester				300																			300
Oxford, North																							200
Totals.....	3257	11746½	8620	8846	9017	12862	7314	18088	5885	5631½	2554	4090	550	4708	8010	7686½	3866	2445	4509	2982½	272	132439½	

Total Sales, as per above Statement 132439½
 Add—Sold to Board of Ordnance, 1845, chiefly in Pittsburgh 1617½
 Total Acres Sold..... 134057½

APPENDIX TO KING'S COLLEGE REPORT.

A. Despatch from His Excellency Major-General Sir Peregrine Maitland, K.C.B., to Earl Bathurst, K.G. :—

UPPER CANADA, YORK, 19th Dec., 1825.

MY LORD,

The occurrences of every year in this Province bring more forcibly before me the incalculable importance of the immediate establishment of an University. Education, it is evident, must have an ascendancy to a certain extent in every country; and to provide for that education being received under circumstances that must produce a common attachment to our constitution, and a common feeling of respect and affection for our ecclesiastical establishment, is an object so evidently desirable that I need not press it upon your Lordship's attention.

Your Lordship is aware that about four hundred and fifty thousand acres of land have been set apart for a provision for this object; but some of these lands, though they possess the advantage of being in large blocks, lie in tracts at present remote from settlements, and a considerable portion of them is not of the first quality.

It has occurred to me that if your Lordship saw fit to allow that an equal quantity of the best of these lands were exchanged for that portion of the Crown Reserves which remains to the Government, as being under lease, the latter could be almost immediately disposed of at an average price of not less than ten shillings per acre. There are about 200,000 acres of Crown Reserves at present occupied, and a sum could thus be procured that would admit of the immediate establishment of an University on a scale that would render it effective.

I have the honor to be,
My Lord, &c., &c.

THE EARL BATHURST, K.G.

REPORT OF DR. STRACHAN.

YORK, UPPER CANADA, 10th March, 1826.

May it please Your Excellency :

I have the honor to state, for Your Excellency's information, some of the reasons which, in my humble opinion, render it highly important that immediate steps should be taken to found a University in this Province; and as Your Excellency has also been pleased to call upon me to suggest what I consider to be in the power of His Majesty's Government towards commencing an institution by which the youth, now growing up in the Colony, may have an opportunity of finishing their education under teach-

ers of approved ability and tried attachment to the parent State, and the Established Church, I take the liberty to point out the way by which means may be obtained for accomplishing so desirable an object.

The present state of education in this Province, consists of Common Schools throughout the different Townships, established under several Acts of the Provincial Legislature, and which are now, by the exertions of Your Excellency, placed on an excellent footing, requiring no other improvement than the means of multiplying their number, which will be no doubt granted as the finances of the Province become more productive.

In about three hundred and forty Common Schools established in the different Districts of the Colony, from seven to eight thousand children are taught reading and writing, the elements of arithmetic, and the first principles of religion; and when it is considered that the parents commonly send their children in rotation—the younger in summer, when the roads are good, and the elder in winter—it is not too much to say that nearly double this number, or from twelve to fourteen thousand children, profit annually by the Common Schools. The consequence is that the people, scattered as they are over a vast wilderness, are becoming alive to the great advantage of educating their children, and are in many places seconding, with laudable zeal, the exertions of the Legislature, and establishing schools at their own expense.

Provision is made by law for the translation of some of the more promising scholars from the Common to the District schools, where the classics and practical mathematics are taught. In these schools, eleven in number, there are at present upwards of three hundred young men acquiring an education to qualify them for the different professions; and although they can seldom support more than one master, several of the young gentlemen, who have been brought up in them, are now eminent in their professions, and would, by their talents and high principles, do credit to seminaries of greater name. But the period has arrived when the District Schools will become still more useful, by confining themselves to the intention of their first establishment, namely, nurseries for a University—an institution now called for by the increased population, and circumstances of the Colony, and most earnestly desired by the more respectable inhabitants.

There is not, in either Province, any English seminary above the rank of a good school at which a liberal education can be obtained. Thus the youth of nearly three thousand Englishmen have no opportunity of receiving instruction within the Canadas, in Law, Medicine, or Divinity. The consequence is that many young men coming forward to the learned professions are obliged to look beyond the Province for the last two years of their education—undoubtedly the most important and critical

Appendix
(E.E.E.)

31st July.

of their lives. Very few are able, on account of the great expense, to go to England or Scotland; and the distance is so great, and the difficulties so many, that parental anxiety reluctantly trusts children so far from its observation and control. The youth are, therefore, in some degree, compelled to look forward to the United States, where the means of education, though of a description far inferior to those of Great Britain, are yet superior to those within the Province; and a growing necessity is arising of sending them to finish their education in that country. Now, in the United States, a system prevails, unknown to or unpractised by any other nation. In all other countries morals and religion are made the basis of future instruction, and the first books put into the hands of children teach them the domestic, the social, and the religious virtues; but in the United States politics pervade the whole system of instruction. The school-books, from the very first elements, are stuffed with praises of their own institutions, and breathe hatred to everything English.

To such a country our youth may go strongly attached to their native land, and to all its establishments, but by hearing them continually depreciated, and those of America praised, these attachments will, in many, be gradually weakened, and some may become fascinated with that liberty which has degenerated into licentiousness, and imbibe, perhaps unconsciously, sentiments unfriendly to things of which Englishmen are proud. It is, indeed, easy to perceive the danger of sending our most prominent youth to a country to finish their education where they hear nothing in praise of their native land, and where every thing bespeaks hatred and defiance; where her merits are considered defects, and all her noblest virtues and glories soiled by the poison of calumny;—nor can it be expected that any of them on their return will give up their hearts and affections to their parent state with the same cordiality that they would have done had they been carefully nurtured within the British dominions. What, indeed, can be more important to the true prosperity of the Province than the careful education of its youth? In what other way can we ever obtain a well instructed population by which to preserve our excellent constitution, and our connexion with the British Empire, and give that respectable character to the country which arises from an intelligent magistracy, and from having public situations filled with men of ability and information.

What has been already done to effect this purpose is highly creditable to the Province. The two primary steps have been taken; and the third, though the most important, is opposed by no serious impediments which may not, it is hoped, be removed by Your Excellency, who has nothing more seriously at heart than the promotion of religion and education throughout the Province.

The establishment of an University at the seat of Government, will complete a regular system of education in Upper Canada—from the letters of the alphabet to the most profound investigations of science—a system which will be intimately connected with the District Schools, as they send up a number of boys to be instructed gratis—and the District Schools may be connected with the University by means of scholarships, to increase in number as the revenues of the University shall admit, either by the sale of lands appropriated for its endowment, or grants from the Provincial Legislature. And the University might, in time, become connected with Oxford and Cambridge in England, by possessing four

exhibitions at each for the benefit of its more promising sons. In this manner the door to liberal education would be opened to all the inhabitants, and the children of the farmer and the mechanic might be found filling the highest offices of the Colony to which they had arisen by their superior talents, fostered by the benevolent institutions of the Province; and Upper Canada might boast a place of public instruction rarely equalled and not surpassed by any in the world.

This establishment, by collecting all the promising youth of the Colony into one place, would gradually give a new tone to public sentiments and feelings; and should any portion of our people cherish a leaning towards our neighbours, it would be removed or checked by means, not in their nature violent, but on the contrary, producing the most beneficial effects on the whole Province. It is, indeed, quite evident that the consequences of an University establishment, even on a very moderate scale, but possessing sufficient recommendations to attract to it the sons of the most opulent families, would soon be visible in the greater intelligence and more confirmed principles of loyalty to those who would be called to the various public duties required in the country. Nor is the number small that are thus called upon to fill the various stations of magistrates, legislators, and the ranks of different learned professions.

There are, it is believed, between forty and fifty young gentlemen in the Province studying the profession of Law,—a profession which must, in a country like this, be the repository of the highest talents. Lawyers must, from the very nature of our political institutions—from there being no great land proprietors—no privileged orders—become the most powerful profession, and must, in time, possess more influence and authority than any other. They are emphatically our men of business, and will gradually engross all the Colonial offices of profit and honor. Is it not, therefore, of the utmost importance that they should be collected together at the University, become acquainted with each other and familiar, acquire similar views and modes of thinking, and be taught from precept and example to love and venerate our parent state. It is surely of great consequence that a class of intelligent men belonging to a profession which offers the highest inducements of reputation, wealth, influence, authority and power, should be actuated by sentiments and feelings of attachment to the British Empire.

In regard to the profession of Medicine, now becoming of great importance in the Province, it is melancholy to think that more than three-fourths of the present practitioners have been educated or attended lectures in the United States; and it is to be presumed that many of them are inclined towards that country. But in this Colony there is no provision whatever for attaining medical knowledge, and those who make choice of that profession must go to a foreign country to acquire it.

There are, as yet, only twenty-two clergymen in Upper Canada,—the greater number from England. It is essential that the young men coming forward to the Church should be educated entirely within the Province; but for this there is no sort of provision. It is true, the few clergymen in the country have been hitherto educated by their elder brethren, and the result has been the most satisfactory; for, in some respects, they have the advantage over brethren from England; they are better acquainted with the people, and can address them with more effect; and as they bring over to the Church their

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

friends and relations, the power and influence of the Establishment are increased. But the wants of the Province are becoming great, and however much disposed the elder clergy may be to bring forward young men to the sacred profession, they have neither time nor means of doing it with sufficient effect. There can be nothing of that zeal, of that union and mutual attachment, of that deep theological and literary inquiry and anxiety to excel, which would be found among young men collected at the University. And here it is not irrelevant to observe that it is of the greatest importance that the education of the Colony should be conducted by the Clergy. Nothing can be more manifest than that this Colony has not yet felt the advantage of a religious establishment. What can twenty-two Clergymen do, scattered over a country of nearly six hundred miles in length! Can we be surprised that under such circumstances the religious benefits of the ecclesiastical establishment are unknown, and that sectaries of all descriptions have increased on every side? And when it is further considered that the religious teachers of all other Protestant denominations (a very few respectable ministers of the Church of Scotland excepted) come, almost universally, from the republican States of America, where they gather their knowledge and form their sentiments, it is evident that if the Imperial Government does not step forward with efficient help, the mass of the population will be nurtured and instructed in hostility to all our institutions both civil and religious.

Were the young men destined for the professions, or any other liberal pursuit, to have their minds formed at a University, they would certainly compose a body continually increasing, which, in union, respectability, and thought, would overmatch any tendency to disaffection that might appear, and gradually produce a tone and feeling through the Province altogether British.

It is scarcely necessary to urge, in addition to these forcible arguments, that in Nova Scotia, with a population not much exceeding half that of Upper Canada, two Colleges have been established; and that even in New Brunswick a seminary of the same rank is, at this moment, going into operation.

From all which it appears highly expedient to establish a University at the seat of Government, to complete the system of education in the Colony, at which all the branches requisite for qualifying young men for the learned professions may be taught, since the commencement of such an institution, even on a small scale, to increase as its revenues shall admit, would be of incalculable benefit to this flourishing Province.

The following scheme is, therefore, humbly submitted, as forming a very good beginning:—

UNIVERSITY OF UPPER CANADA.—The President or Principal to be at first classed as Professor.

	£	s.	d.	£	s.	d.
Four Professors, at £400 per annum each	1600	0	0	400	0	0
One Professor of Law, per annum.....	100	0	0			
One Professor of Medicine.....	100	0	0			
To the Library, annually.....	100	0	0			
To a Philosophical and Chemical Apparatus, annually.....	100	0	0			
To a Librarian, annually	100	0	0	100	0	0
To a Botanic Gardener, annually.....	100	0	0			
To a Gardener.....	100	0	0			
Carried up.....	£2300	0	0	500	0	0

	£	s.	d.	£	s.	d.
<i>Brought up</i>	2300	0	0	500	0	0
To two Scholarships for each District, one of £60, and one £40 per annum	1100	0	0	1100	0	0
To Repairs and Servants	250	0	0			
	£3650	0	0	1600	0	0
Deduct, if necessary	1600	0	0			
Required to begin, the annual sum of £	2050	0	0			

Appendix
(E.E.E.)
31st July.

REMARKS.

The services of the President or Principal being chiefly those of superintendence, may be commanded for a time without emolument; or rather, as these duties will not at first be burthensome, he might, till the endowment became available, teach Moral Philosophy and Theology.

It would be desirable that the funds should admit of the first column without deduction; but the items in the second column may be dispensed with at first. The President may, by methodical arrangement and occasional assistance, conduct with three able and zealous Professors, an excellent course of instruction, till the funds shall admit of the appointment of additional Professors.

The appropriation for the Library, and apparatus will require to be increased as soon as possible.

The salary of the Librarian may be saved for some years, by making some of the elder students discharge the duties of that office.

The scholarships may rest in abeyance until the revenues of the institution shall admit of the gradual adoption.

The following outline of Study, which may be altered and modified at pleasure, is merely suggested to give some idea of what may be accomplished under the above scheme, slender as it may appear to be:—

1. Classical Literature, including English Composition.
2. Mathematics, Practical and Theoretic.
3. Natural History, including Botany.
4. Natural Philosophy and Chemistry.
5. Moral Philosophy and Divinity.
6. Surgery and Anatomy.
7. Civil and Public Law.

The University must be established by Royal Charter to give it dignity, and enable it to confer academical honors and degrees, according to the forms established in the English Universities.

It should be made to assimilate as much as possible with Oxford and Cambridge; and for this purpose tutors in aid of the Professors should be appointed as soon as the funds will admit.

The Bishop of the Diocese will doubtless be appointed visitor, but great care will be required in selecting the members who are to compose the convocation, as the University has the power, when established, of sending a member to the Assembly.

Appendix
(E.E.E.)

31st July.

The Principal and Professors, except those of Medicine and Law, should be clergymen of the Established Church; and no tutor, teacher, or officer, who is not a member of that Church, should ever be employed in the institution.

The Professors of Surgery and Anatomy, and of Civil and Public Law, will of course be professional gentlemen, not residing within the University.

Means at the disposal of His Majesty's Government for the establishment of a University in Upper Canada:—

In 1798 about 549,000 acres of land were appropriated for the purposes of education and endowment of schools. Of this appropriation, 190,573 acres have been assigned by His Majesty's Government to the General Board of Education, leaving, for the endowment of a University, 358,427 acres, or about seven Townships.

Of these Townships several are very convenient for settlement, though not yet saleable to settlers, because grants from the Crown are easily obtained.

It is, therefore, proposed to exchange four of these Townships for the Crown Reserves under actual lease, or which have been applied for, and have not been made over to the Canada Land Company.

The benefit of such an exchange will be reciprocal. Government will have a tract of 248,000 acres at its disposal, in eligible situations, which may be assigned to any object for which the Reserves may have been considered applicable; and the University will be enabled to go much sooner into operation, because many of the lessees are anxious to purchase the fee simple of their lands, and those who are not will pay a reasonable rent. In either case, an annual income is secured to the institution. The Reserves, prayed for in exchange, yield about 229,000 acres which may be valued at 10s. per acre Provincial Currency, or rather more than one hundred thousand pounds sterling. Some time must elapse before such a sum can be realized; but it is a description of property so certain, that on the exchange being made, there would, in my opinion, be no risk in commencing the University by erecting and furnishing the necessary buildings.

I have the honor to be,
May it please Your Excellency,
Your Excellency's
Most obedient humble servant,

JOHN STRACHAN.

To His Excellency,
Sir PEREGRINE MAITLAND,
K.C.B., &c., &c.

STATUTE III.

OF THE PRESIDENT.

By the College Council of the Chancellor, President, Scholars of King's College, at York, in the Province of Upper Canada;

Be it enacted and ordained:

Appendix
(E.E.E.)

31st July.

1st. That it shall be the duty of the President, in the absence of the Chancellor, to preside over all meetings of the Convocation; to propose to the Convocation all graces, dispensations, and conferring of degrees; to sign all deeds and instruments to which the affixing of the College Seal shall have been authorized by the Council; to visit and examine the offices of the Bursar and Registrar from time to time, and to make any report respecting the same to the Council which he may think necessary.

2nd. That his salary and fees shall be regulated and appointed by the Council.

Marginal note by Registrar in red ink:—

The third, fourth, and fifth chapters, proposed by the Chancellor, on 28th March, 1840, passed and adopted by the Council on 4th April, 1840. Transmitted under the common seal to the Visitors of the University, on 9th April, 1840. (See Council Min. Book, Vol. II., pp. 166 to 173.)

Extracts from "Opinion of the Visitors of King's College on the subject of

"The Visitors of King's College have been requested by His Excellency, the late Governor General, as Chancellor of the University, to state whether, in their opinion, it is competent to the College Council to sell or alienate the lands which formed the endowment, for any and what purposes.

2nd. Whether anything can be done by mere vote of the Council, which the Statute authorizes to be done by statute, rule, and ordinance.

3rd. Whether a Statute ought not to be passed for the appropriation, generally, of all moneys to be expended, that is to say, a gross sum for the Bursar's office, a gross sum for any other incidental expense, (the library for example,) and especially for the salaries of Professors and other officers of the institution.

[The Visitors here enter into explanations of their reluctance (being Judges of the Queen's Bench) to give expression to opinions which "are likely to be regarded in general as judicial," &c., &c., and out of which may originate matters of litigation which may come up before them for decision, &c., after which they proceed as follows]:—

"Having offered these explanations of their sentiments upon a subject which has been little canvassed in this country, and offered them rather with a view of their being considered with any reference which it may be proposed to make to them hereafter, than by way of urging objections on this occasion which might create embarrassment, the Visitors proceed to state:—

1stly. That in their opinion it is competent to the College Council to sell or alienate the lands which form the endowment, in order to raise funds for carrying on the proper business of the institution.

2ndly. That in their opinion there may be many things legally done by vote or resolution of the Council, which the Charter authorizes to be done by Statute, Rule, or Ordinance.

Appendix
(E.E.E.)

31st July.

The Visitors have answered this question strictly in the terms in which it is proposed to them. It need hardly be said that if there be anything which the Charter requires to be done by Statute, Rule, or Ordinance, such matters cannot be done by mere vote of the Council.

3rdly. In the opinion of the Judges, a Statute ought to be passed, authorizing any permanent or stated appropriation of money, in the shape of salaries to Professors or others, and that any other payment of contingent account, whether for the Library or other incidental purposes, or for the ordinary current expenses of the institution, should be made under the authority of some Statute, Rule, or Ordinance, either specifying the particular service and expenditure, or directing prospectively how such charges may be incurred and defrayed as the occasion arises, and providing for the subsequent passing of the accounts.

When the Visitors speak of this as being fit to be done, they do not go so far as to say that it is to the full extent necessary in strictness of law, so that whatever has been done otherwise is illegal; they do not conceive that the power given to the Council of King's College to make Statutes, Rules, and Ordinances, respecting the management of the revenues and property of the College, was given in any other spirit, or intended to be exercised in any other manner than the power to make Statutes for such purposes as is understood to be given, and is usually exercised in other similar institutions; and the Visitors have, unfortunately, not had the means of observing what is the course usually practised in that respect in other Colleges governed under similar Charters.

The Visitors have no doubt that the College Council may (subject to the approval of the Visitors) make Statutes which shall extend to and control the expenditure of the revenues in every particular; and, in regard to the minutest and most ordinary charge, so that no expenditure could afterwards rightly take place which should not be made in strict conformity to such Statutes.

But so long as such Statutes have not been made, the Visitors do not express the opinion that the governing body of King's College may not, by analogy with other Corporations, make many disbursements in the ordinary conduct of their affairs by their resolution, or order, and without a formal Statute.

To prevent complaints and misunderstanding, and for the satisfactory discharge of the duties committed to them, the Council would, in the judgment of the Visitors, do well if they should carefully provide that not merely the manner in which the revenues and property shall be managed, but also the appropriation and use that shall be made of the revenues and property shall, as far as can be done, be provided for by Statute.

In speaking of King's College, and of the conduct of its affairs as regards the care and disposition of its revenues and property, the Visitors have assumed, as the Provincial Legislature appears to have done, that the College Council, which includes the Chancellor and President, is the governing body of the Corporation; and that, in fact, it is the Council, and not the Chancellor alone, that represents the Corporation, as well for administrative purposes as in the exercise of the legislative powers committed to it by the Charter.

This is not expressly stated in the Charter; but we have no doubt that it was so intended, and has been always so understood; and that in the absence of any other provision, it results from the supreme or legislative power being committed to the Council.

(Signed,) J. B. ROBINSON, C.J.
J. JONES, J.
A. McLEAN, J.
C. A. HAGERMAN, J.

Dissentient, J. B. MACAULAY, J.

Toronto, 17th Dec., 1845.

A true Copy.

(Signed,) H. BOYS,
Registrar K.C.

LOAN TO ST. JAMES' CHURCH.

A letter was read from Mr. Clarke Gamble, offering, as investments, certain Church Debentures. The Attorney General undertook to inquire into the nature of those securities, and to report thereon.

(Min. Book, Vol. II., p. 308, April 13th, 1842.) :—

To H. Boys, Esq., M.D.,
Bursar, King's College.

April 18th, 1842.

MY DEAR SIR,

I return you the letter of Dr. Rees, with a rough draft of the proposed minute.

I have conferred with Mr. Clarke Gamble respecting the Church Debentures. I have suggested that the security should be given by an assignment by way of mortgage of the ground rents, reserved on the pews. To this I believe Mr. Gamble sees no objection. But the Deeds and Leases must be first executed between the Churchwardens and the pewholders, in order to create the rent charge in such a shape as to be assignable as a security to the University.

Believe me, &c., &c.,

(Signed,) W. H. DRAPER.

To H. Boys, Esq.

Toronto, 19th January, 1843.

SIR,

Referring to the application made to the College Council for a loan to St. James' Church, Toronto, which was acceded to, but upon the advice of Mr. Draper and Mr. Small, was deferred until the Deeds and Leases for the pews were executed, we would now inform the Council that the security required by these gentlemen can be perfected.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

The amount applied for was £4,000. Since the application the revenues of the Church have increased. They now yield £765 per annum. By the advance of this money, the Churchwardens will be enabled to spread the debt due to the Church (upwards of £2,000) over several years; and taking security of payment, realize the whole—a great portion of which would be lost if pressed for just now. As these debts are collected, it is our intention to invest them to meet the loan, or pay over the same when the receipt amounts to £500, as the College Council may desire; and to form a sinking fund out of the surplus revenue of the Church to meet the residue.

The security is the very best that could be had, as a receiver would be appointed by the Court of Chancery, at any moment, should the future Churchwardens fail in their duties.

The Church is insured at the British American, Alliance, and Phoenix assurance offices, for £9,000,—the policies for which are also to be assigned.

The ground-rents falling due on the 1st January, and the other rent on 1st February, it would be desirable that the interest should be payable on the 1st March and the 1st September, that it might be met punctually.

(Signed,) C. GAMBLE,
THOS. D. HARRIS.

The Council took into consideration an application from the Churchwardens of St. James' Church for a loan of £4,000, which application was submitted to the Council, at their meeting on the 13th April last, and was then referred to Mr. Draper, at that time Attorney General, for his opinion. Mr. Draper's opinion, dated the 18th April, being read, the Council were led to consider the security offered unobjectionable; and it appearing to the Council that the Corporation would derive advantage by disposing of such of their Debentures as had become liable to early redemption for a more permanent security at 6 per cent., they consented to make the advance, and directed the Bursar to carry the same into effect with the assistance of the Solicitor.

To Messrs, C. GAMBLE and T. D. HARRIS.

KING'S COLLEGE OFFICE,
TORONTO, 10th February, 1843.

GENTLEMEN,

Having submitted to the Council of King's College your letter of the 19th ultimo, applying for a loan to St. James' Church of £4000, they were pleased to make the following minute on your said application:—

“The Council took into consideration an application,” &c., &c. (See min. No. 6, at foot of p. 91, Extract Book.)

(Signed,) H. BOYS.

To C. GAMBLE, Esq.

KING'S COLLEGE OFFICE,
TORONTO, April 22nd, 1844.

SIR,

I beg to remind you that the interest due to this Institution, on the loan of £4,000 to St. James' Church, became due on the 1st March, and remains as yet unpaid.

(Signed,) H. BOYS.

To H. Boys, Esq.

TORONTO, April 29th, 1844.

DEAR SIR,

Your letter to C. Gamble, Esq., of the 22nd inst., has been sent to me, and I beg to state you are in error as regards the interest due on the loan of £4,000 from the College to the Cathedral Church of St. James. The money was not transferred to the Church by the Bank of Upper Canada, until the 28th April, 1843; and the College Council received interest on the bonds so transferred up to that date. I mentioned the circumstance when I paid the last 6 months interest, and your receipt states the interest received to be due on 28th October, 1843, consequently this last six months was due yesterday, and I now enclose you a cheque for the amount of £120 currency, and shall feel obliged by your sending me a receipt for the same.

(Signed,) W. WAKEFIELD.

To Mr. W. WAKEFIELD.

KING'S COLLEGE OFFICE,
TORONTO, May 3rd, 1844.

SIR,

I beg to acknowledge the receipt of your letter of the 29th ultimo, enclosing a cheque on the Bank of Upper Canada, for the sum of £120, being for six months interest on the loan of £4,000 to the Cathedral Church of St. James, in this city, to the 11th of last month, and I enclose you the usual official receipt for the amount. We were both in error as to the day from which the Church was to be charged with this. I have now ascertained from the Bank that the interest on the Debentures were calculated to us to the 11th April, 1843; and as you will get interest on them from that date, that becomes the day from which we are entitled to claim interest from the Church.

(Signed,) H. BOYS,
Bursar K.C.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

GENTLEMEN,

I beg to remind you that the interest on the mortgage from the Cathedral to this Corporation became due on the first last month, and has not yet been paid. I also must point out that three half-yearly payments of interest are now overdue, and that no payment has been made of principal since the 25th June, 1844.

(Signed,) H. BOYS,
Bursar K.C.

To the Rector and Churchwardens
of St. James' Church, Toronto.

The Statute which His Excellency the Chancellor was pleased to propose for the consideration of the College Council, and which was placed before the Council at their last meeting, was further considered, and the blanks being filled up, it was put by the President by clauses, and passed and adopted with a slight amendment, as follows:—

By the College Council of the Chancellor, President and Scholars of King's College, at York, in the Province of Upper Canada.

Be it enacted and ordained:

1st. That the College Statute, chapter two, passed on the 29th February, in the year of our Lord 1840, intituled, "of the Buildings for immediately opening the University" be, and the same is hereby annulled and repealed.

2nd. That contracts for the erection of two wings of the proposed University Buildings, on the ground set apart for that purpose, for a price and sum, in the whole, not to exceed £18,000 currency, be forthwith entered into.

3rd. That in the mean time, and until such buildings can be made ready for occupation, the University be opened, and the business affairs thereof be conducted and carried on in the public buildings lately occupied by the Legislature and public officers of Upper Canada, the use and occupation of which has been offered by His Excellency, the Governor General, and Chancellor of the University, by and with the advice of the Executive Council of the Province.

4th. That a sum, not to exceed £500 currency, be appropriated for the necessary fitting up of the buildings.

5th. That a sum, not to exceed £4,000 sterling, be appropriated for the purpose of a library, philosophical apparatus, and other things necessary, as well for the Museum and Botanical Garden, as for the general use of the different classes in Arts and Faculties.

6th. That the five members of the College Council, hereafter named, be appointed to contract for

and superintend the erection of the wings of the University Buildings, viz:—

1. The Principal of Upper Canada College,
2. The Hon. William Allen,
3. The Hon. J. S. Macaulay,
4. The Hon. L. P. Sherwood,
5. The Rev. H. J. Grassett.

7th. That the same five members be appointed to contract for and superintend the fitting up of the buildings for the temporary accommodation of the University.

8th. That the three members, hereafter named, be appointed to take the necessary steps for the expenditure of the sum of £4,000 sterling, according to the true meaning of the fifth section foregoing, viz:—

1. The President,
2. The Principal of Upper Canada College,
3. The Rev. H. J. Grassett.

9th. That before any contract shall be entered into, and sealed with the corporate seal, either for the buildings or the fitting up, the same shall be submitted, together with the plans and estimates, and shall be approved at a meeting of the College Council to be especially convened for the purpose.

10th. That the particulars of the proposed expenditure of the sum of £4,000 sterling, mentioned in the aforesaid section, be in like manner submitted and approved at a meeting of the College Council, before the same be carried into effect.

INTEREST.

Moved by Dr. Gwynne, that all the proceedings brought under the notice of the Council, on the mode in which interest has been charged on accounts which have hitherto been furnished, be now entered on the minutes; which motion, being seconded by Professor Croft, was put and carried.

The following are the documents referred to:—

1. The receipt submitted to the Council by Dr. Gwynne, at the meeting held on the 20th April last. The receipt has been mislaid. It was dated the 2nd April, 1844, and was given by the Bursar to Dr. Gwynne for interest due on his account.

2. The Bursar's observations on the objections taken by Dr. Gwynne to the mode in which his account had been settled. (Read in Council, 24th April, 1844):—

It has been my endeavor to place all the arrears due to this institution on a footing of bearing interest; and to secure this object, it has been my practice to take notes of hand from the parties indebted to us, which notes were made to bear interest. My book of notes of hand will show how generally I

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

have acted on this principle. I have treated Dr. Gwynne's case in the same way, except that I did not exact from him a note of hand, for I thought that unnecessary with a person of his station in society. If, in some cases, I have neglected to act on this principle, it has been for some special reason: the party has come to settle within a short time of the proper time, or I have thought it a fortunate thing to get anything from the party; or for some reason or another, in the particular case, it has appeared to me to be to our own advantage not to apply the principle.

But in Dr. Gwynne's case, I could see no one reason whatever for the remission of the principle. Dr. Gwynne came into possession of this property in the year 1834. The conditions on which the property was sold were, that the purchaser should pay the interest half-yearly; and if he did not do so, that extra interest should be charged for delay. Now, Dr. Gwynne departed from his contract, in not paying his interest half-yearly for nine years; in fact, not paying any interest whatever from the time he came into possession; and during the whole time, as I was credibly informed, and as he has himself since told me, he was receiving £40 a year as a ground rent for the premises, by which he has obtained nearly £400.

I had also, in 1842, sent him a balanced account, calling upon him for settlement; and I have repeatedly since sent Mr. Hawkins to him for the same purpose. When I spoke to him, a few months back, he put the matter off till he should receive his salary as Professor; and on a former occasion, when I spoke to him, I remember telling him he might settle the account by a note of hand. Therefore, there could be no reason for dealing with Dr. Gwynne in a different manner from other people; accordingly I settled with him in the following manner:—I debited him with the balance of the account sent to him in 1842, namely, £274 1s. 5d., which sum consisted of £189 remaining due of his purchase money, and £85 1s. 5d., simple interest thereon to the 10th January of that year. As he did not come to settle in 1843, I debited his account with a year's interest on the balance above mentioned, which made his debt £290 10s. 3d.; and this sum I carried on as a balance to the next year. On the 10th January, 1844, as he did not come forward to settle, I debited his account with a year's interest on the balance of the preceding year, which made him indebted £307 18s. 10d., currency. On the 2nd of this month, (April,) he came to settle, when he paid me £118 18s. 10d. currency, which, perhaps, I ought to have received as a sum on account of his balance; but, at his request, I inserted in the receipt that it was for interest on his account. What I have done appeared to me so lenient towards Dr. Gwynne, that I could but suppose, on reflection, he would not persevere in objecting to it.

The Council must perceive the great advantage he has derived by keeping their money in his hands nine years, for seven years of which time the Council may, in all equity, charge him with interest.

I will not pretend to judge of the legality of what I have done. I have done what I thought reasonable for the interests of this institution, though I am convinced, without pushing its claims to their full equitable extent; and the part to which Dr. Gwynne takes exception, I have done on the principle on which merchants and bankers in England keep their accounts.

Whatever opinion may be formed of the manner in which I have treated Dr. Gwynne's case, and the cases of others in arrears, the institution cannot submit to the loss of the income it ought to derive from the arrears; and we must either adopt the harsh measure of suing for the whole of them, or devise some expedient of placing them on a footing of bearing interest.

(Signed,)

H. BOYS,
Bursar, K.C.

3rd. Dr. Gwynne's observations on the Bursar's Report.

The Report, in as far as it relates to the accounts between Dr. Gwynne and the institution, is irrelevant. The Bursar was required to report on the general practice in his office, and not as to his motives for the exercise of partiality or favoritism towards individuals.

On the merits of the Report it may be observed:—

1st. That the charge of compound interest is illegal in the circumstances. It is not pretended that the accounts in which the charge occurs were what are called, technically, settled accounts; that is, accounts settled between the parties at stated periods, and interest charged from the date of each settlement. When notes of hand were given, interest has properly been charged upon them; but where accounts have remained unsettled, the charge of interest is illegal, and the Institution is then subject to the charge (placed in the position) of making illegal demands to supply deficiencies caused by remissness in not collecting debts legally and justly incurred.

2ndly. That the arbitrary power assumed by the Bursar, of charging interest on unsettled accounts, is illegal, unauthorized, and injurious to the interests of the Institution. The Bursar's office is ministerial, not discretionary, and should be confined to such transactions as fall strictly within his duties as an officer of the Council. If the charge of compound interest had been legal, it was his duty to have made it without regard to parties; and the exhibition of partiality manifested in his Report was improper and unauthorized. The exercise of this discretionary power would deprive the Council of an important and salutary check on the Bursar's accounts, inasmuch as, if the compounding of claims be left with him, it becomes impossible to test either the value of his discretionary operations, or the correctness of his transactions and statements.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

no further payments appear to have been made before the expiration of the nine years, at which time a statement of account was made out between the parties up to the 10th January, 1842, showing a balance due to the Council of £274 1s. 5d., which amount included £85 1s. 5d. for interest on £189, computed in the usual manner. After that period the Bursar has continued, I presume, without any assent on the part of Dr. Gwynne, to such a course, (as there does not appear any account to have been rendered after 1842,) to calculate the interest on the balance due, and carry the amount of principal and interest to the debit side of Dr. Gwynne's account, or, in other words, has made annual rests, thereby charging Dr. Gwynne compound interest.

On the 2nd April, 1844, Dr. Gwynne, having been furnished with his account so made up, paid to the Bursar £118 18s. 10d. in full of the interest up to that date, and, in doing so, stated that he objected to being thus charged interest upon interest, but did not pay it under protest, as I gather from the papers relating to the transaction.

The question now submitted for my consideration is, whether, at law, Dr. Gwynne or other parties could be compelled, in case of refusal, to pay the interest computed in this manner?

I am of opinion that nothing can be clearer than that, after the furnishing of the account in 1842, showing the balance of £274 1s. 5d., and payment demanded, the Bursar was perfectly justified in computing the interest from thenceforward on that balance, the amount having, after that time, become, I consider, principal, and not to be longer looked upon as principle and interest. But, as regards the subsequent interest, I do not conceive that such a mode of reckoning it (that is, by rests,) would be allowed, unless by the consent of the parties, expressed or implied; such, for instance, as an account having been furnished annually, showing such a course of dealing with the claim, and Dr. Gwynne not objecting. If it would, the institution would be in a much better position than by taking a note carrying interest, which interest would only be calculated on the amount of the note. I therefore think that simple interest only should have been charged on the sum of £274 1s. 5d. currency; especially, as Dr. Gwynne had a right to presume that such a course would be pursued, he having been charged in that manner in the account furnished in January, 1842. I do not consider, however, that there is anything illegal in such a mode of charging interest; but it is doubtful if any jury, in the event of its being carried before them, would allow it; and Dr. Gwynne, having paid the amount with a perfect knowledge of all the facts, is not now in a position to obtain any portion of it back, except through the favor of the Council.

But I conceive the receipt or non-receipt of this interest, by the Council, is a matter of very little importance, so far as this instance of Dr. Gwynne is concerned; but when the principle is applied to the money transactions of the institution generally, it becomes a matter of serious consideration; and, upon that point, I would merely state that I would hesitate to attempt the enforcing of a demand so constituted, but would recommend that, in future, individuals should have their account furnished to them annually, carrying the interest into the account as principal each year or half-year, as the case might be, in the same manner as is done by merchants and bankers; for there can be no question that the

interest of each person's debt, as it falls due, ought to be paid into the hands of the Bursar, who would then invest the amount in such a manner as to produce an increase to the funds of the institution.

(Signed,) J. E. SMALL,
Solicitor.

Toronto, 16th Nov., 1844.

Moved by the Vice-President,

That the sum of £55 4s. 8d., being the amount overcharged to his Lordship, the President, according to the opinion of the Attorney General, of the 25th October, 1844, be refunded to him with interest thereon.

Which motion, being seconded by Dr. Gwynne, was put and carried.

A marginal note by the Bursar, viz:—Paid to his Lordship on 8th December.

CHAPLAIN.

Dr. Beaven having withdrawn, it was moved by the President,

That a respectful representation be made to His Excellency the Chancellor of the University, stating that the Rev. Dr. Beaven has discharged the duties of Chaplain to the institution since the commencement, and praying the Chancellor's concurrence, that an allowance be made to him for his services, at the rate of £100 currency, per annum; which motion, being seconded by Dr. McCaul, was put and carried; Dr. Gwynne recording his dissent in the following terms:—

Dr. Gwynne dissenting, on the ground that on a former day the Bursar reported that our present expenditure exceeded our annual income; and he considers it desirable that the annual expenditure should not, under any circumstances, exceed the annual income.

Read the following letter from J. M. Higginson, Esquire:—

PRIVATE SECRETARY'S OFFICE,
MONTREAL, 8th December, 1844.

Sir,

I am directed by the Chancellor to acknowledge the receipt of your letter of the 29th ultimo, transmitting, for the special consideration of His Excellency, an extract from the minutes of the proceedings of the Council, of the 30th October, recommending an allowance, at the rate of £100 per annum, to be granted to Dr. Beaven, for his services as Chaplain, and in reply, to state, that the Chancellor, before offering an opinion on the subject, is desirous of being informed whether the ground of Dr. Gwynne's dissent from the resolution be well founded, namely, that the present expenditure of the institution exceeds its income. Whether this be so or not, however, His Excellency questions the expediency, in

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

the present peculiar and unsettled state of the University, of increasing the salary of the Professor of Divinity, or of any other officer belonging to it.

You are requested to explain why the minutes of the 30th October were not transmitted for His Excellency's information until the 28th November.

I have the honor to be, &c.,
(Signed,) J. M. HIGGINSON.

A RETURN respecting the CHAPLAIN to the UNIVERSITY OF KING'S COLLEGE.

Whether recently Appointed.	Name.	Salary.	Duty.	Religious Denomination	Date of Appointment.	Date of Salary.	Law under which he was Appointed.

No such Officer formally appointed.

The Rev. James Beaven, D.D., at the desire of the late Sir Charles Bagot, has performed Chaplain's duty in the University from its commencement. It has been proposed by the College Council to allow him £100 currency a year, for the duty, but such allowance has not yet been granted to him.

(Signed,) H. BOYS,
Bursar.

DEBENTURES.

(Min. Book, Vol. II., pp. 32, 33, Sept. 3rd, 1838.)

To WM. PROUDFOOT, Esq.,
President of Bank of Upper Canada,

KING'S COLLEGE OFFICE,
TORONTO, Sept. 3rd, 1838.

SIR,

The Council of the University of King's College, being about to advertize for contracts for the erection of some of the Professors' buildings, I am instructed by the Honorable and Venerable the President of that institution, to request of the Bank of Upper Canada to lend their aid to facilitate the progress of a work so important to the interests of the Province, by authorizing the Cashier to redeem, from time to time, as money may be required, the several Government Debentures belonging to the University, amounting to £10,000, which are now deposited in the Bank.

(Signed,) JOSEPH WELLS,
Bursar.

(Min. Book, Vol. II., p. 223.)

Read a letter from the Cashier of the Bank of Upper Canada, offering to the Council for purchase, Law Society Bonds, at 6 per cent. interest, to the amount of £1,500.

The Bursar was directed to prepare a memorandum, on the points of the foregoing letter, upon which His Excellency calls for explanation.

Appendix
(E.E.E.)
31st July.

The Council, preferring to make their investments in Provincial Debentures, directed the Bursar to advertize publicly for Provincial Debentures to the amount of the surplus balance in hand.

(Gen. Letter Book, Vol. I., p. 148.)

WOODS BARRIE, May 6th, 1841.

SIR,

May I request to know whether the College Council has any money to invest now, or is likely to have any soon? I am very anxious to get from £50 to £200, and can give any security that may be required. Should there be any money to be had, would you be kind enough to inform me for what length of time and on what terms?

(Signed,) EDWARD G. O'BRIEN.

(Gen. Letter Book, Vol. I., pp. 148-9.)

To E. G. O'BRIEN.

KING'S COLLEGE OFFICE,
TORONTO, May 10th, 1841.

SIR,

In reply to your letter of the 6th instant, I beg to inform you that the Council of King's College will not invest their money in any other security than the Debentures of the Province, at 6 per cent. interest. If you know of any body who would lend you such Debentures, we would at the present time purchase them of you to the extent of £500, which would be the only way of meeting your wishes.

(Signed,) H. BOYS.

Appendix (E.E.E.)

(Gen. Letter Book, Vol. I., pp. 157-8, 11th June, 1841.)

31st July.

To the President of the Tay Navigation Company.

KING'S COLLEGE OFFICE, TORONTO, 11th June, 1841.

SIR,

Being desired by the Council of King's College to invest some money in Provincial Debentures, I have inadvertently purchased Debentures, Nos. 4 and 5, each for £250, belonging to the Tay Navigation Company, and this being a departure from a rule laid down by the Council, who confine their investments entirely to Government securities, I am obliged to dispose of these Tay Debentures. After endeavoring in vain to find a purchaser for them; I have no other resource but to beg of the Company to take them off my hands, they being redeemable from the 1st July, 1837; and, therefore, I have to request you will inform me where I may present them for redemption.

(Signed,) H. BOYS.

(Gen. Letter Book, Vol. II., p. 182, Aug. 7, 1843.)

To H. Boys, Esq., &c.

BANK OF UPPER CANADA, TORONTO, Aug. 7th, 1843.

SIR,

Adverting to your note, dated July 25th, 1843, drawn by you, as Bursar of King's College, for the sum of £6,500 currency, payable at ninety days from that date, I am directed by the Board to request that you will be pleased to lodge in this Bank, as a collateral security for said note, the like sum in Government 6 per cent. Debentures, or else an order of the Council authorizing you to make the above mentioned note as Bursar.

(Signed,) THOS. G. RIDOUT.

(Min. Book, Vol. III., p. 20, No. 4, 25th Sept., 1843.)

No. 4. Read a letter from the Cashier of the Bank of Upper Canada.

The Bursar was directed to discharge the temporary loan of £6,500, obtained from the Bank of Upper Canada, by transferring to that establishment the amount in Provincial Debentures.

(Gen. Letter Book, Vol. II., pp. 196-7, 27th Sept., 1843.)

To the Cashier of the Bank of Upper Canada.

KING'S COLLEGE OFFICE, TORONTO, Sept. 27th, 1843.

SIR,

I have the honor to inform you that the Council of King's College, referring to your letter of the 7th

Appendix (E.E.E.)

31st July.

ultimo, have given me directions to withdraw the note of hand for £6,500, which, as Bursar acting for the College Council, I gave the Bank, for the temporary accommodation mentioned in your letter; and I am directed to discharge the amount by a transfer of Provincial Debentures. I therefore request you will transfer to the Bank of Upper Canada, from the Debentures belonging to the College in your custody, the following Debentures:—

Nos. 7 to 17, Desjardin Canal, 11 Deben...	£5,000
Nos. 246, 278, 290, Roads and Bridges, 3 do	1,500
	<hr/>
	£6,500

The interest due to the Bank on the note of hand, and the interest accrued on the Debentures transferred, I will settle by a separate transaction.

(Signed,) H. BOYS.

(Coun. Letter Book, Vol. I., p. 330-1, Oct. 5, 1843.)

To H. Boys, Esq., &c.

GOVERNMENT HOUSE, Oct. 5, 1843.

SIR,

In the Minutes of the Council, received with your letter of the 27th ult., His Excellency observes it stated that you were directed to discharge a loan of £6,500 from the Bank of Upper Canada, by the transfer of Debentures, and desires me to inquire what these Debentures were, and whether they were available at the time the money was borrowed from the Bank, or have since become so.

(Signed,) J. M. HIGGINSON.

(Council Letter Book, Vol. II., p. 889, June 18, 1844.)

BANK OF UPPER CANADA, TORONTO, June 18th, 1844.

SIR,

Under authority of your letter, dated this day, I have purchased the following Debentures for the Council of King's College, bearing interest at the rate of 6 per cent. per annum, viz:—

No. 269, City of Toronto,.....	£300	0	0
Nos. 1 to 16, London District Goal, ..	1,600	0	0
Accrued Interest, on			
No. 269, from May 15th,	£1	13	6
Nos. 1 to 16, May 27th,	5	15	8
Agency, ¼ p. c. on Transfer,	4	15	0
		12	4
		<hr/>	
	£1,912	4	2

which I have charged in account as directed. I enclose the usual certificate of lodgement.

(Signed,) THOS. G. RIDOUT, Cashier.

COPY OF CERTIFICATE.

This is to certify that the Council of King's College has this day lodged in the Bank of Upper Canada, by the hands of Dr. Henry Boys, Bursar of King's College, the following Debentures, amounting to £1,900, for management on account of that Corporation:—

Appendix
(E.E.E.)
31st July.

No. of Debentures.	Service.	When Redeemable.	When Payable.	6 per cent. per Annum.	Amount.		
					£	s.	d.
Number 269	City of Toronto ...	May 15, 1839.....	January 1	July 1 ...	300	0	0
do 1	London District Gaol Fund ...	December 31, 1844...	June 30 ...	December 31 ...	100	0	0
Also, the following 15 Nos of the London District Gaol Fund De- bentures, redeemable and pay- able as the foregoing No. 1, 15 Debentures £100 each.....					1500	0	0
					£	1900	0 0

Appendix
(E.E.E.)
31st July.

(Signed,) THOS. G. RIDOUT.

(Gen. Letter Book, Vol. II., p. 314, June 18, 1844.)

To T. G. RIDOUT, Esq.

KING'S COLLEGE OFFICE,
TORONTO, June 18, 1844.

SIR,

From the conversation I had with you yesterday, it appears that the Bank of Upper Canada has £300 in City Debentures, and £1,600 in Debentures of the London District for disposal, all bearing six per cent. interest per annum. This corporation would be glad to purchase the whole of these Debentures, on the promise you offered, that the Bank would receive them back whenever we may require the use of the money. I have, therefore, to request that you will purchase them for us, and charge them to the account of the College Council.

(Signed,) H. BOYS.

(Min. Book, Vol. III., p. 101, No. 3, June 26, 1844.)

The Bursar reported that, with the approbation of the President, he had, on the 18th instant, invested £1,900 in Debentures, bearing six per cent. interest, and he produced the certificate of the Cashier of the Bank of Upper Canada, that the said Debentures were lodged in that institution for safe custody and management.

(Council Letter Book, Vol. II., p. 21, Oct. 7, 1844.)

To THOS. G. RIDOUT, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Oct. 7th, 1844.

SIR,

At a meeting of the Council of King's College, held on the 5th instant, I stated that the account between the College and the Bank had been overdrawn about £1,100. I also stated that the Bank held for sale a Provincial Debenture of £2,000, which it might be expedient for the College to purchase, when I received directions to make arrangements with the Bank for a temporary loan sufficient to place the account in the proper position, and to secure the purchase of the Debenture.

I have, therefore, to request that you will transfer the Debenture to this corporation, and charge the amount to the account of the Council of King's College; and, in the course of this day or to-morrow

morning, I will call at your office to enter into the necessary arrangements for the loan.

(Signed,) H. BOYS.

(Council Letter Book, Vol. II., pp. 29-30, Feb. 24.)

To HENRY BOYS, Esq., &c.

BANK OF UPPER CANADA,
TORONTO, Feb. 24th, 1845.

SIR,

As requested in your letter of the 22d inst., I beg to inform you that I have purchased, for account of the Council of King's College, the following Debentures, viz:—

No. 6, Desjardin Canal,..... £2000 0 0

And I have charged the amount in the sum of £2,031 6s. currency, as per particulars at foot.

I also enclose deposit receipt for the same:—

No. 6, Desjardin Canal,.....	£2,000	0	0
Eighty days interest, at 6 per cent.	26	6	0
Agency, 1½ per cent. on £2,000,	5	0	0
	£2,031	6	0

(Signed,) T. G. RIDOUT,
Cashier.

I hereby certify that the undermentioned Debenture is held by this Bank for account of the Council of King's College for safe keeping, and for the collection of the interest thereon:—

No. 6, Desjardin Canal,..... £2,000 0 0

Interest payable half-yearly, on the 6th December and 6th June, at the rate of six per cent. per annum.

Bank of Upper Canada,
Toronto, Feb. 24th, 1845.

(Signed,) THOS. G. RIDOUT,
Cashier.

N.B.—The above No. 6 was issued by the Provincial Government on June 6th, 1835, and is redeemable on June 6th, 1845.

T. G. R.

Appendix
(E.E.E.)

31st July.

(Min. Book, Vol. III., p. 360, No. 4, Nov. 12, 1846.)

At the request of Mr. Sheriff Jarvis, the Council directed the Bursar to deposit Debentures in the Bank of Upper Canada to the amount of £475, in part of the mortgage promised to that gentlemen.

The Debentures to be reserved for the Council should they at any time wish to redeem them with cash.

(Minute Book, Vol. III., p. 509, Nos. 2 and 5,
Nov. 1, 1848.)

The two motions submitted by Professor Gwynne, at the meeting of the 25th ultimo, and then deferred, were then taken up and discussed.

The 1st, amended as follows, was put and carried:—That the present unappropriated cash balance in the Bank of Upper Canada be invested at the market price, if not above par, in the Government Debentures of £5 and £2 10s., issued since the commencement of this year; and that the Bursar be authorized to make a similar investment of any cash balance that may not be immediately required to meet necessary expenditure.

The 2nd, being seconded by Professor Beaumont, was put and carried:—

Resolved, That a monthly return be made of all such sums as may have, from time to time, been invested in Government Debentures of £5 and £2 10s., issued since the commencement of the current year; and that the Debentures be deposited in the University chest in the Bank, and therein preserved as an investment until otherwise appropriated by the Council.

No. 5. Moved by Professor Gwynne,

Resolved, That the Bursar be directed to call upon the proper officer of the Bank of Upper Canada to refund the amount of cash advanced out of the funds of the University by the Bursar, under the authority of the late President, upon the following Debentures:—

No. 269 of the City of Toronto, and from No. 1 to 16 of the London District Gaol; the Cashier of the Bank having undertaken to do so upon demand, and that the same be invested as directed by the previous resolution.

Which motion, being seconded by Dr. Beaumont, was put and carried.

ENDOWMENT.

(Council Letter Book, Vol. I., p. 332, Oct. 14, 1843.)

GOVERNMENT HOUSE, Oct. 14, 1843.

SIR,

With reference to your reply to my letter of the 5th, I am desired by His Excellency to inquire whether the surplus receipts therein mentioned, as being

invested in Debentures, mean surplus income, or merely general proceeds arising from the sales effected, or from other sources that may be considered capital.

I beg to add that His Excellency's object in asking this question is, that he may be enabled to contradict a rumor now in circulation, to the effect that a portion of the capital of the University funds is being or has been expended.

I have, &c., &c.,

(Signed,) J. M. HIGGINSON.

(Council Letter Book, Vol. I., pp. 332-3, — 1843.)

To J. M. HIGGINSON,
Private Secretary.KING'S COLLEGE OFFICE,
TORONTO, — 1843.

SIR,

In reply to your letter of the 14th instant, I beg to state that the surplus receipts alluded to consisted of the excess of our receipts of every description, taken together, beyond our expenditure. In our accounts all monies paid in, whether from the sale of land, from rents, from interest, or purchase money, or from any other source, are entered on the side of receipts; and on the other side are entered all payments under the head of disbursements; and when we have a surplus of receipts to any amount, it is invested in Government Debentures.

As it appears from the latter part of your letter that the object of His Excellency is to ascertain whether we have been or are now expending beyond our income, and are encroaching upon our capital, I beg leave to say that the annual expenditure in the management of the College estate, together with the annual expenditure on the establishment of Upper Canada College, have ever been considerably within the income actually collected from rents and interest, which constitute the true income. A large amount of income, that is, of rents and interest, is in arrear; but hitherto, for the annual charges of these establishments, we have kept considerably within the income actually collected; and allow me to add that our income, properly so-called, is also equal to provide a very liberal establishment for the intended University. This I have endeavoured more clearly to exhibit in the document, No. 11, of the financial return I transmitted to Mr. Hopkirk, for His Excellency's information, on the 20th May last.

Besides the annual expenditure of our establishment, we have erected the buildings of Upper Canada College, have purchased the site for the University, and have advanced a large sum to the contractor for the new buildings of the University. These great outlays could not be made wholly from our income; and our surplus, from whatever source derived, has been made to contribute towards them. But I submit that these are legitimate objects for the expenditure of capital. Had we not erected the buildings we must have hired others in their stead; and the land we bought might be sold again with great advantage if we wished to part with it. It is, therefore, but a transfer of capital in another form; and this is the only way in which we can be said to have encroached upon our capital.

Appendix
(E.E.E.)

31st July.

J

Appendix
(E.E.E.)

31st July.

Our income, at this moment, is sufficient for the annual expenditure of the College, Upper Canada College, and the contemplated University. The expenditure upon the buildings must be made from the future sales of the estate; and, from the best calculations I can make, an outlay of from £30,000 to £40,000 will be paid off in six or seven years—our present income remaining untouched.

I have, &c., &c.,

(Signed,) H. BOYS.

EXPENDITURE.

(Minute Book, Vol. I., pp. 106-9, July 12th, 1828.)

The Bursar produced the following letter, which was read:—

GOVERNMENT HOUSE, YORK, July 8, 1828.

SIR,

In pursuance of the tenor of a despatch received by the Lieutenant Governor from His Majesty's principal Secretary of State for the Colonies, dated 28th June, 1827, I am commanded by His Excellency to convey to you his authority to pay to the Honorable and Venerable John Strachan, out of such monies as are in or shall come to your hands on account of the University of King's College, the sum of £678 6s. 8d. currency, being the moiety of his expenses incurred on a journey to and from England, and eighteen months detention there, at the instance of the Secretary of State, whilst engaged in soliciting from His Majesty's Government the Charter of King's College, and attending to the affairs of the Established Church.

(Signed,) G. HILLIER.

To JOSEPH WELLS, Bursar.

To Major General
Sir P. MAITLAND, K.C.B.

DOWNING STREET, 28th June, 1827.

SIR,

You are already aware that a Royal Charter for establishing a University in the Province of Upper Canada has passed the Great Seal, and of which Dr. Strachan is the bearer.

As Dr. Strachan was sent home to solicit this Charter, and has been detained on the concerns of the Church, and other matters of great interest to the Province, you will consider yourself authorized to make him such remuneration from the Clergy Reserve fund, and any other fund at your disposal, as, on account of the length of his detention in this country, and the trouble and expense to which he has been exposed, may seem reasonable.

(Signed,) GODERICH.

First Resolution:—

Whether, in pursuance of a letter which he has received from the Secretary of His Excellency, which he has now the honor to lay before the Council, he may not immediately give a bond for the amount therein authorized to be paid out of such monies as may come into his hands; for as yet he is not in funds.

Acquiesced in as prepared by the Bursar.

(Min. Book, Vol. I., pp. 171-2, Sept. 30th, 1830.)

A prepared Report upon the foregoing requisition (*i. e.* from His Excellency the Lieutenant Governor) was then submitted to the Council, which being amended, was finally passed as follows:—

The College Council, having before them a communication from His Excellency Sir John Colborne, K.C.B., enclosing a despatch from Sir George Murray, one of His Majesty's principal Secretaries of State, with the copy of an address of the House of Commons to His Majesty, praying, "that he will be pleased to give directions that there be laid before the House an account of all grants of land to trustees or other officers, appointed by Charter for the maintenance and establishment of any College or Seminary for education in Upper Canada, with any valuation or estimate that may have been made of the same," have the honor to report:—

That the Charter for the establishment of King's College, within the Province of Upper Canada, in North America, with all the powers and privileges of a University, was granted by His late Majesty, King George IV., in March, 1827, and was soon after transmitted to His Excellency, Sir P. Maitland, then Lieutenant Governor of the Colony, by Lord Bathurst, one of His Majesty's principal Secretaries of State.

That in virtue of the provisions of the Charter, seven members were named by Sir P. Maitland, who, together with the Chancellor and President, compose the College Council; a Registrar and Bursar were also appointed, and the institution regularly organized.

That a grant was given by His late Majesty, towards erecting the necessary buildings, of £1,000 sterling per annum, to continue sixteen years from 1st January, 1828, of which two years have been paid.

That a grant of 225,944 acres of the Crown Reserves, the greater part of which are occupied and under lease, was given to the corporation for the support of the University.

That the probable rental arising from the leased lands, at the time they were transferred to the College, may be estimated at less than £1,000 per annum.

That the College Council have agreed to sell their possessions at a fair valuation to such of the tenants as prefer the fee-simple to leases, with a view of investing the money, and confining the expenditure of the University to the growing interest. Of this revenue no correct estimate can at present be formed.

That the lands belonging to the University have been considered by some as worth nearly £100,000;

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

but it will be long before they yield a revenue equal to the interest of that sum. At the same time, the endowment may be justly deemed magnificent, and will, with good management, grow in value with the country, and as the Institution requires to be extended.

(Min. Book, Vol. II., pp. 43-44, April 20, 1839.)

Upon His Excellency taking the chair, he explained to the Council the reasons which had induced him to assemble the present meeting, viz: that on looking over the abstracts of receipts and expenditure of King's College and of Upper Canada College, furnished to him, that they might be laid before the House of Assembly, in compliance with their address, he was much surprised by the outlay, and therefore deemed it expedient, previously to sending those returns down to the House, to call the attention of the Council to the subject.

After much discussion it was resolved:—

That a Committee be appointed to inquire into and report the Bursar's accounts of the several items of expenditure, and the authority under which they were incurred, the amount and particulars of all salaries, the authority and the propriety of continuing them, or any of them, the debts due to King's College by Upper Canada College, the prospect of their repayment, and the general expenses of that institution; the present resources of King's College, distinguishing them that are available from those which are not so; the probable income to maintain the University after the estimated expenses are allowed for; and the general state of the affairs of the University, with power to make such particular or general observations and recommendations as may suggest themselves in the course of the inquiry; and that the Hon. John Macaulay, John Simcoe Macaulay, Mr. Justice Jones, and the Rev. Dr. McCaul do compose such Committee.

Subsequently to passing the foregoing resolution, a discussion arose regarding the items of this expenditure, and the general opinion was, that the annual expenses should be reduced, and that it was not advisable to commence the Buildings of the University.

It was then resolved. That notice be given to Thomas Young, Esq., that his services as Architect will not be required, and that his salary will be discontinued after the 1st July next. (Minute Book, Vol. II., p. 44, April 20th, 1839.)

(Min. Book, Vol. III., p. 95, No. 2, 1st May, 1844.)

The Bursar submitted the following return to the 4th Minute of the proceedings of the Council on the 1st ultimo:—

The Bursar being required by the 4th Minute of the proceedings of the Council, held on the 1st April last, to lay before the Council a statement of the sums which have been already disbursed, under sanction of the University Statute, marked Chapter 6, has the honor to submit the following return of such sums as appear to have been expended on the services referred to in that Statute:—

For building the Univesity, including the Well,.....	£10,249	13	9
For repairs of the Public Buildings, to render them fit for temporary occupation,.....	412	14	1
For outfit, consisting of expenditure on the Chapel, Hall, Professors' apartments, Lecture Rooms, Books, Philosophical and Chemical apparatus, surgical instruments, Kitchen furniture, Stoves, Stovepipes, Locks, Bells, Large Bells, Clock, &c..	6,439	18	2½

(Signed,) H. BOYS,
Bursar.

KING'S COLLEGE OFFICE,
TORONTO, 1st May, 1844.

(Min. Book, Vol. III., p. 153 to 155, Jan. 24, 1845.)

Extracts from the Bursar's reply to the inquiries made by the Chancellor relative to the expenditure of King's College University.

Memorandum by the Bursar on two passages in the letter of Mr. Secretary Higginson, dated 8th December, 1844, and read in the Council of King's College on the 23rd of that month.

In the first of these passages it is stated that His Excellency the Chancellor is desirous of knowing whether Dr. Gwynne's dissent, recorded in the Minutes of the Council of the 30th October last, is well founded.

The dissent of Dr. Gwynne, after quoting an expression frequently advanced by me, that the Establishment of the University exceeds its income, proceeds to say, that in his opinion, in no case should the expenditure exceed the income; and this dissent, being urged against the appropriation of a small sum for services performed, is calculated to raise an apprehension that the University is not in a condition to satisfy any additional and moderate claims that may be brought against it; and by the same reasoning, that its present scale of establishment ought not to be sustained. The justness of any suspicion of the sufficiency of our means appears to me to be the point on which His Excellency calls for information. The expression used by me was never intended but as a caution against the proposal of a scale for the University, greatly disproportionate to our means; and was first employed when some of our sources of income were extremely doubtful. Considerable doubt existed at that time whether the Legislature would continue the annual grant to Upper Canada College. It was also, then, premature to calculate with any certainty on the fees to be derived from the students in the University; and on account of an intention to collect the dues of Upper Canada College more punctually, fears were entertained of a diminution in that establishment. But all these matters have taken a favorable turn. The Legislature has granted the allowance to Upper Canada College, to the latest period; the University has flourished, and the fees already amount to £1,000 per annum; and Upper Canada College, instead of falling off, has fully maintained its steady rate of increase.

In an establishment like ours, where the resources are continually increasing, it does not appear requi-

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

site that, in projecting the new University, we should restrict the scale exactly to the existing income.

A large endowment has been granted to us in wild land, expressly for the purpose of selling the same, and raising thereby an income, and the means of building. The process of selling has been going on ever since the grant was made, now seventeen years ago, at an average rate of about £10,000 a year, and for the two years preceding the last, at above £13,000 a year. The last year the sales fell short, solely because the Council themselves restricted them. The applications to purchase exceeded any former year. Thus we have an experience of seventeen years to show that we may rely on this source for an increase of income; and that the sales of two years only will place our income decidedly in excess upon any scale of establishment at present contemplated; and as this process continues, our income must become adequate to a much larger expenditure, such as the progressive increase of the University will require. It may be thought that we do not follow a legitimate course, in raising our income by an alienation of the endowment, particularly when it is considered that our means for building must come from the same source. But our endowment was given for the very purposes; and the endowment will not suffer detriment, from which it will not immediately recover, as long as we expend our surplus receipts in buildings and grounds essential for University purposes, for which we should have to pay a high rent if we did not provide for them ourselves, and whilst we lay out the remainder of our receipts in profitable investments. It has been proposed to reserve 100,000 acres as a landed endowment for the University. We may continue selling, for some years to come, without encroaching upon such a reservation. I consider the sales of five or six years will be sufficient to supply the outlay of the buildings contemplated, and provide an ample income for the establishment.

Convinced, as I am, that our estate, with ordinary management, will be found sufficient for its object, I consider any apprehensions, which the dissent in question is calculated to suggest, to be unfounded.

I join, to this memorandum, an estimate (marked A) of the present income of the University, with the charges to which it is liable; also, a statement (marked B) of the annual sales of the College lands from the commencement, showing the annual average to be about £10,000.

The estimate of our income is formed on the present actual condition of our property, without reference to our future sales, or to our expectations from our property at Port Hope, and at Port Stanley, and in Wolfe Island; or to the large sum due to us from the Home Government, granted by His Majesty, George IV., in aid of our building fund; and communicated in Earl Bathurst's Despatch of the

31st March, 1827; or to any improvement that might be made in investing our surplus receipts, in preference to tying them up in public Debentures; or to any progressive increase in the fees and dues from the University and Upper Canada College.

Appendix
(E.E.E.)

31st July.

The second passage referred to requires information, Why the Minutes of the Council, held on the 30th October, were not transmitted for His Excellency's information, until 28th November?

At the meeting of the Council held on the 21st October, or that of the 22nd, I am not quite certain which, it was agreed that for the future, the Minutes, before their entry on the Minute Book, should be approved at the next subsequent meeting. By this arrangement all action upon them was suspended until they had received such approval. In the instance referred to, there was no meeting between the 30th October and the 27th November. The Council have since returned to the old method of proceeding.

(Signed,) H. BOYS,
Bursar.

(Council Letter Book, Vol. II., p. 35, Feb. 19, 1845.)

RETURN of the expenses incurred upon the Parliament Buildings, at Toronto, in fitting them up for temporary accomodation of the University of King's College.

Date of Payment.	Particulars.	Amount.
1842.		£ s. d.
July 5	Mr. Craig, for painting and glazing	76 9 6
August 3...	Mr. Ritchey, for repairs	95 12 10
1843.		
January 3..	Mr. Craig, painting in west wing...	3 12 9
February 4	Mr. Ritchey, repairs	42 18 6
December 9	Mr. Craig, painting and glazing ...	31 3 10
1845.		
March 18...	Mr. Ritchey, work in the hall	42 15 10
do do ..	do the Professors' rooms	41 10 4½
do do ..	do repairs	122 12 1½
October 16	Jacques & Hay, altering Library...	22 2 6
		£ 478 18 3

The College also pays a premium of Insurance on these Buildings to the amount of £56 5s. 0d. per annum.

(Signed,) H. BOYS,
Bursar, K.C.

Appendix
(E.E.E.)

RETURN of the Names of the Professors in the University of King's College.

Appendix
(E.E.E.)

Names.	Salaries.			Emoluments.	Period of Lectures.	Religious Denomination.	Department.
	£	s.	d.				
Rev. J. McCaul, L.L.D.	277	15	6	* House Rent, None	Throughout Academic year.	Church of England.	Vice-President, Classics, Belles Let- ters, Rhetoric, Logic.
	555	11	1				
	£	899	6 7				
Rev. J. Beaven, D.D. ...	555	11	1	House Rent, £62 10s.	do do do...	do do ...	Divinity, Metaphy- sics and Moral Philosophy.
H. H. Croft	500	0	0	House Rent, £65.....	do do do...	do do ...	Chemistry, Experi- mental Philoso- phy.
W. C. Gwynne, B.U.C..	222	4	5	None	2 Terms	do do ...	Anatomy and Phy- siology.
J. King, M.D.	222	4	5	† do	do	Roman Catholic.....	Theory and Practice of Medicine.
W. H. Blake	111	2	2	do	Academic year	Church of England.	Law.
W. N. Beaumont	222	4	5	† do	2 Terms	do do ...	Surgery.
G. Herrick, M.D.	222	4	5	† do	do	do do ...	Midwifery and Dis- eases of Women and Children.
W. B. Nicol	222	4	5	do	Academic year	do do ...	Materia Medica and Pharmacy, Bot- any.
H. Sullivan.....	277	15	6	‡ House Rent, Allowed Fuel during resi- dence in Uni- versity build- ings	2 Terms } Academic year	do do ...	Practical Anatomy, Curator of Mu- seum.
Rev. R. Murray.....	500	0	0	House Rent, £48.....	do do	Presbyterian	Mathematics, Natu- ral Philosophy.

* At present occupies the House of the Principal of Upper Canada College, valued at £80.
† Attend the University Wards in the Hospital, and give Clinical Lectures throughout the year.
‡ Amount of House Rent variable, not to exceed £65 per annum.

(Signed,) H. BOYS,
Bursar.

FEEES.

(Council Letter Book, Vol. II, p. 31, Feb. 19, 1845.)

AN ESTIMATE of the Income of the University of King's College, calculated on the state of its Affairs at the close of the year 1844.

PARTICULARS.	Amount.		
	£	s.	d.
Investments, Debentures, at 6 per cent.	27022	19	5
do do at 5 do	550	0	0
do do at 4 do	2025	0	0
Stock of Bank of Upper Canada, at 6 per cent.	250	0	0
Stock of Gore Bank, at 8 per cent.	187	10	0
Lands and Mortgages, 6 do	14720	7	7½
	£	44755	17 0½
Rents, about		1500	0 0
do in arrears, say about £16,000		100	0 0
Purchase Money outstanding, King's College	58646	16	0
do do Upper Canada College.....	6778	19	5
do Block D, in Toronto	2968	17	3
	£	68389	12 8
Interest due on Purchase Money, about		700	0 0
Fees of Students in University, estimated at		800	0 0
Dues of Upper Canada College, about 180 scholars, at £7 10s. 0d. each.....		1350	0 0
Arrears of Dues of Upper Canada College, say		100	0 0
Annual Grant of £1,000 sterling, to Upper Canada College.....		1111	2 2
	£	12204	4 2

(Signed,) H. BOYS,
Bursar, K.C.

Appendix
(E.E.E.)

31st July.

(Min. Book, Vol. III., pp. 248-9, No. 7, December 13th, 1845.)

The Council resumed the consideration of the distribution of the dues and fees of graduates at the University.

Whereupon, the following motions were made:—

1. Moved by the Dean, That the following shall be the distribution of the dues paid by Matriculated Students, after deducting 5 per cent. for the junior Bursar, and Registrar:—

3-8th to the Professor or Professors in the Department;

2-8th to the Library Fund;

3-8th to the general fund of the University;

which motion, being seconded by the Proctor, was put and carried.

2nd. Moved by the Dean, That the proportions of each Professor, when there are more than one, shall be regulated according to the number of Lectures given by him, which motion, being seconded by the Proctor, was put and carried.

3rd. Moved by the Dean, That the dues for attendance on the Lectures of the Tutors shall, until further regulation, be paid to him without deduction; which motion, being seconded by the Proctor, was put and carried.

4th. Moved by the Dean, That the dues paid for attendance on the Lectures of the Professors who receive no salary, shall be paid to them without deduction; which motion, being seconded by the Proctor, was put and carried.

5th. Moved by Professor King, that three-fourths of the fees from occasional students in the several Faculties shall be paid to the Professor in each department, and one-fourth to the University funds, deducting from the whole, for the Bursar and Registrar, 5 per cent.; which motion, being seconded by the Dean, was put and carried.

6th. Moved by the Dean, That the following shall be the distribution of the fees for Matriculation and Degrees:—

1. Officer Matriculating or conferring Degree, six-twentieths.

2. Proctors, eight-twentieths.

3. Presenter, three-twentieths.

4. Registrar, two-twentieths.

5. Bedel, one-twentieth.

And that 25 per cent. be deducted from these proportions, (excepting those of the Registrar and Bedel,) for the general funds of the University; which motion, being seconded by the Proctor, was put and carried;—Dr. King dissenting.

7. Moved by the Dean, That the Bursar be instructed to draw up an account of the proportions of fees and dues, appertaining to each Professor or officer of the University, according to the foregoing resolutions; and to pay to each his proper ratio.

EARL GODERICH'S DESPATCH.

(Minute Book, Vol. I., p. 183, 10th March, 1832.)

DOWNING STREET, Nov. 2, 1831.

SIR,

Amongst the subjects which your correspondence, public and private, with this office has brought under my notice, there is none more important than that of Public Education, and particularly that part of which relates to the existing constitution of King's College at York.

There can be no doubt that that institution was established with a view of giving to the Province of Upper Canada the benefit of complete instruction in all the higher branches of knowledge, and of connecting, in the minds of the Provincial youth, those associations which belong to the seat of early education, with their future progress in life; and it is greatly to be regretted that anything in the constitution of the establishment should have tended to counteract, if not to defeat, this laudable design, and practically to deprive the Province of the advantage which was anticipated from its adoption. It cannot, however, be denied that the exclusive and restrictive character given to King's College has had this effect; and a plan which was intended to bring together, and to harmonize in the pursuit of the common object of useful knowledge, all classes of His Majesty's subjects, has had the opposite effect of causing uneasiness, complaint and dissension. It is obvious, in this state of things, too notorious to require detailed proof, that it is the duty of His Majesty's Government to consider what course of policy is most likely to remedy the evil, and to insure to the Province a real enjoyment of the advantage intended to be conferred on it. Had the recommendations of the Canada Committee of the House of Commons upon this subject been successfully followed up at the time they were submitted by you to the Provincial Legislature, under the instructions given to you by my predecessor, and had the restrictive clauses of the Charter been then removed, there is every reason to presume that such a course would at once have proved satisfactory and effective. Even now, that measure appears to afford the most easy and simple means of meeting the difficulty of the case; and without entering into a discussion of the probable causes of the delay in carrying the recommendations of the Committee into effect, some additional facility for now adopting them may be found in the circumstance, that whilst no positive steps have been taken for giving to King's College any practical existence, the new College which you have established has been forwarded with considerable activity, and is now open for the instruction of youth. It may, therefore, be assumed that experience has demonstrated that under the peculiar circumstances of Upper Canada, a College with restrictive tests, is altogether inoperative for any useful purpose; and that all that is wanted is such a system of regulations to be established by a law of the Province, for the management of the institution of Upper Canada College, as may give to it the requisite extension and development without subjecting it to any qualifications calculated to render it unpopular in the eyes of those various classes of the community for whose benefit, as well as for that of the Church of England, it is established.

I am confirmed in this latter observation by referring to a resolution of the House of Assembly, of 20th March, 1829, in which the following opinion

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

is pronounced upon the advantages likely to result from the establishment of the Upper Canada College:—

“Resolved, That this House trusts that no hoped for modifications of the present Charter will suspend the exertions of His Excellency to put into operation Colborne College, and by the observance of those liberal principles which His Excellency has already been pleased to patronise and recommend, to open, with as little delay as possible, opportunities of education no way inferior to those contemplated by the proposed University.”

Under these circumstances, I am to convey through you to the members of the Corporation of King's College, at the earnest recommendation and advice of His Majesty's Government, that they do forthwith surrender to His Majesty the Charter of King's College of Upper Canada, with any lands that may have been granted them. I persuade myself that the counsels which are thus given to that body, in the spirit of the most perfect respect for all the individuals by whom it is composed, will not be disregarded; and it is on that assumption that I proceed to notice the ulterior measures which, upon such a surrender, it will be convenient to adopt. It can scarcely be necessary to say, that no part of the endowment of the College would even be diverted from the great object of the education of youth. It must be regarded as a fund sacredly and permanently appropriated to that object. I presume that the general concurrence of all classes of society may be anticipated in favor of the erection of a new College upon a more enlarged basis.

As it is the intention of His Majesty to manifest his desire, that the internal concerns of the Province should, as far as possible, be regulated by its own Legislature, I abstain from instructing you with any particularity on the subject of the general regulations which it may be expedient to apply to the government of the new College. They will, doubtless, be well considered by the Legislature, and adopted in a spirit of justice, mutual harmony, and good will. But there is one object to which I must direct your attention, and which you will not fail specially to recommend to the consideration of the Legislature, I mean the permanent establishment in the College, upon a secure footing, of a Divinity Professor of the Church of England. This is a matter of great importance to those of His Majesty's subjects in Upper Canada who belong to the Church of England; and His Majesty, as Head of that Church, cannot be insensible to the duty which belongs to him of protecting it in all parts of his dominions.

It is not from any desire to give an undue preponderance to the Colonial members of that Church, either as regards the College in particular, or the concerns of the Province generally, that His Majesty has this object at heart; but when His Majesty cheerfully recommends the surrender of a Charter, which the Crown was lawfully and constitutionally entitled to grant, on account of the dissatisfaction which its exclusive character has created, he feels an entire confidence that his faithful subjects, the members of the two Houses of the Legislature of Upper Canada, will see nothing in his anxiety for the specific object to which I refer but a proof that, whilst he is most desirous of remedying all real grievance, and removing all just grounds of discontent, he is not forgetful of those interests to which he is peculiarly bound to attend, and which His Majesty is

sure can be attended to, in this instance, without prejudice of any kind to any other of his subjects.

Appendix
(E.E.F.)

31st July.

I shall await, with much solicitude, your report of the result of the communication which I have now made to you. I am well aware of the jealousies, not to say animosities, which have been engendered in the Province by the agitation of this question; and it is scarcely to be expected that those feelings can all at once subside with the cause which gave them birth; nor can I conceal from myself that there may be prejudices and habits of thinking which may not be easily reconciled to the adoption of the new system; but it cannot be the interest of any class of Christians to be an object of jealousy, perhaps of dislike, to those who, differing upon certain points of doctrine and discipline, find themselves debarred, by the effect of that difference, from an equal share in advantages universally desired, because universally beneficial.

It will be your special duty to use every exertion to impress upon all classes the incalculable importance of looking at all questions of this description with moderation and forbearance. The members of the Church of England should recollect the peculiar situation in which they stand, in the midst of a population of whom so large a proportion differs from them in religious opinions; how much that situation exposes them to the chance of painful collision with large masses of their fellow-subjects; and how much the extension of their own Church depends upon the absence of all grounds for such collision.

Those who, on the other hand, differ from them, ought not to forget the causes which drew to the Church of England the marked countenance of the British Parliament, when, on the first establishment of a Legislative Assembly in Canada, many ancient and laudable associations of feeling and long attachment to the Established Church, whose rights and privileges centuries of legal and constitutional possession had consolidated, created a natural predilection in the English Parliament for the National Church, even in the more remote possessions of the Crown; and if a difference of circumstances in Upper Canada has prevented such sentiments from taking extensive root there, every religious man, be his mode of faith and his views of Church discipline what they may, must feel that the interests of religion and its concomitant morals cannot prosper among heart-burnings and jealousies. If, therefore, it be fitting to call upon the Church to forego the exclusive advantages which the present Charter of King's College confers upon it, it is no less incumbent upon all other classes of Christians to receive the boon now tendered them in that conciliatory spirit by which alone His Majesty's subjects can be united, by those common ties of mutual attachment which constitute the strength and mature the prosperity of a nation.

I have the honor to be, &c., &c.,

(Signed,)

GODERICH.

Appendix
(E.E.E.)

31st July.

ROYAL GRANT OF £1,000 STERLING.

(Council Letter Book, Vol. I., pp. 28-31, February 4th, 1840.)

To T. W. C. MURDOCH,
Chief Secretary.KING'S COLLEGE OFFICE,
TORONTO, Feb. 4th, 1840.

SIR,

I have the honor to enclose to you, for the purpose of its being brought under the consideration of His Excellency the Governor General, a copy of a minute of King's College, respecting the claim of the College to the Royal Grant of £1,000 sterling per annum; and in compliance with that part of the minute which directs a statement to be sent to His Excellency, of the circumstances under which the grant is claimed, I beg to add that this grant was made to King's College by the Crown, as communicated to Sir P. Maitland by Earl Bathurst, in his despatch of 31st March, 1827, a copy of which despatch I enclose. The grant is given for the purpose of erecting the College Buildings, and is directed to be paid out of the monies furnished by the Canada Company, to continue during the term of their agreement. Their agreement is for sixteen years, from 1st January, 1826. The College drew the grant from the 1st January, 1828, the endowment commencing in that year, and continued to receive it until 1st July, 1832, when it was suspended by a government despatch* to Sir John Colborne, until the Legislature should pass an Act for amending the Charter of the University. Such an Act having been passed in the first session of the thirteenth Parliament, to which His Excellency Sir F. B. Head, then Lieutenant Governor, signified the Royal assent on 4th March, 1837, the cause for the suspension was removed, and, in consequence, the Council deem it expedient to submit the claim of this institution to the Royal boon to His Excellency's favorable consideration.

I have the honor, &c., &c.,

(Signed,) H. BOYS.

I have found in the office the two following documents on the subject of the Royal grant of £1,000 sterling, to King's College. They are of importance, and are not entered in any book. I therefore record them here:—

To the Honorable and Venerable
ARCHDEACON OF YORK,
President, &c.KING'S COLLEGE OFFICE,
TORONTO, March 19th, 1838.

VENERABLE SIR,

I have the honor, as Bursar to the University of King's College, to address you, as the President of that institution, on the subject of great arrears due to the University from the Royal grant of £1,000 sterling per annum, for a definite number of years,

* A copy of this Despatch is not to be found in this office. The original, it is to be presumed, must be in the Government office.

payable half-yearly out of the funds derived from the Canada Company.

The last half-yearly payment which I received from the Receiver General was on the 1st July, 1832. Upon my applying, at the end of the ensuing half-year, for the usual warrant, I was informed, by the direction of the late Lieutenant Governor, Sir John Colborne, that His Excellency had received a Despatch from the Home Government, that this Royal boon was to be suspended until the Legislature should pass such an Act for amending the original Charter of the University as should be approved of by the Sovereign. As such an act has since been passed, and the Royal assent given thereto, there would seem to be no obstacle to an issue of the 5½ years' arrears to the 1st January last, amounting to £5,500 sterling. I therefore feel it my duty, in behalf of the University, respectfully to call your attention to the great loss which the institution has long been suffering, by the suspension of the half-yearly issues, which otherwise would have been invested in Government Debentures, from which latter a serious amount of interest would have been derived. Feeling assured that you will make such a representation to His Excellency the Lieutenant Governor as will cause a continuance of that injury to cease.

I have the honor,
Venerable Sir,
&c., &c.,

(Signed,) JOSEPH WELLS.

Data in support of the claim of Upper Canada College to the continuance of the allowance of £1,000 sterling per annum, for the support of that institution:—

In the first week of January, 1830, the institution was opened in the District School House, which it occupied for the whole of that year, during which the new Building of the College was erected; and in the first week of the January following, (1831,) the studies commenced in the latter.

The allowance from Government for 1830 was only £200 sterling; from the 1st January, 1831, it was raised to £500; this allowance continued to the 1st January, 1834, from which it was raised to £1,000; and it has continued to be paid accordingly to the 1st July last, 1838.

It seems, therefore, self-evident that the proper authority must have been given by the Home Government for this increase of grant for the last 4½ years, or it would, long ere this, have been disallowed. In support of this natural inference it will be found, by referring to the proceedings of the Provincial Legislature, during the first session of the present Parliament, that a message from His Excellency the Lieutenant Governor, Sir Francis B. Head, was, on the 14th February, 1837, sent to both Houses, with an accompanying "estimate of the expenses of the Civil Government, for which it is desirable that provision should be made, and upon the granting of which to His Majesty, together with such sum as will enable His Majesty to meet the actual charges upon the fund for which His Majesty may graciously consider the faith of his Government pledged, the Lieutenant Governor would feel himself authorized to assent to a measure for the placing of the revenues at the disposal of the Provincial Parliament."

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

In this estimate, the first item in Schedule D, is Upper Canada College, £1,000 sterling; this, it is presumed, most fully justifies the inference before drawn, as to the amount in question having been fully authorized.

It may here be not irrelevant to remark, that the boon of £1,000 sterling per annum, for sixteen years, to the University of King's College, is a distinct grant altogether, expressly given in aid of the cost of the buildings to be erected; and it is specially directed that this grant should be payable out of the proceeds of the sales of lands to the Canada Company.

This grant has been temporarily suspended, from the 1st July, 1832, under orders from the Home Government, until the Provincial Legislature should pass an Act to amend the Charter of the University, which should be approved of by His Majesty. Such an Act was passed in the first session of the present Parliament, and on the 4th March, 1837, His Excellency the then Lieut. Governor, Sir. F. B. Head, was pleased to assent to the same in His Majesty's name.

The cause for suspension being thereby removed, it is respectfully hoped that the Receiver General will be authorized, by warrant, to pay to the Bursar of King's College, the amount of the arrears due on this last named grant, and which, on the 1st July last, amounted to £6,000 sterling.

All which is respectfully submitted.

(Signed,) JOSEPH WELLS,
Bursar.

King's College Office,
September 5th, 1838.

(Council Letter Book, Vol. I., pp. 299-300, May 7, 1842.)

To the Hon. S. B. HARRISON.

KING'S COLLEGE OFFICE,
TORONTO, May 7th, 1842.

SIR,

I have the honor to enclose the 10th Minute of the proceedings of the Council of King's College, at a meeting on the 14th April last, for the purpose of its being submitted for the special consideration of His Excellency the Governor General, Chancellor of the University, &c.

(Signed,) H. BOYS, &c.

(Document enclosed in the above.)

A note of what has been done, respecting the Royal donation of £1,000 sterling, granted to the University of King's College as a building fund.

Extract from Earl Bathurst's Despatch to Sir P. Maitland, dated Downing Street, 31st March, 1827:—

"I am further to acquaint you that His Majesty has been pleased to grant £1,000 per annum, as a fund for erecting the buildings necessary for the College, to be paid out of the monies furnished by the Canada Company, and to continue during the term of their agreement."

Appendix
(E.E.E.)

31st July.

The grant was regularly paid from the 1st January, 1828, to the last day of June, 1832, being 4½ years. It was then suspended by a Despatch from the Home Government to Sir John Colborne, (a copy of this Despatch is not to be found in the office—the original, it is presumed, must be in the Government office,) until the Legislature should pass such an Act for amending the original Charter of the University as should be approved of by the Sovereign.

The Legislature, having passed such an Act, in the first session of the thirteenth Provincial Parliament, to which His Excellency, Sir F. B. Head, then Lieutenant Governor of the Upper Province, signified the Royal assent, on the 4th March, 1837, the cause assigned for suspending the grant was removed.

On the 29th January, 1840, Lord Sydenham, being Governor General of Canada, and being present at the College Council as Chancellor of the University, this matter was adverted to, and the following minute made thereon:—

Extracts from the Minutes of the proceedings of the Council of King's College, at a meeting held on the 29th January, 1840:—

No. 6. "The Council took into consideration the Royal grant to King's College of £1,000 sterling per annum, when it was stated that an arrear of 7½ years was due on this grant to the College, amounting, without interest, to £8,333 6s. 6d. currency."

"The Council deemed it expedient that an immediate application be made to His Excellency the Governor General, respecting those arrears, accompanied with a full statement of the circumstances under which they are claimed, for his consideration." Which Minute was specially brought under His Lordship's consideration, by being transmitted to him by the Bursar, in his letter to Mr. Harrison, dated 4th February, 1840.

His Excellency, Lord Sydenham, never took up the matter.

The last payment to be made to Government by the Canada Company will take place next month, June, 1842. It therefore seems a point of great urgency, that the matter should be taken into consideration immediately.

The account stands as follows:—

From July 1st, 1832, to June 30th, 1842, ten years, £10,000 sterling, with interest, equal to £11,111 2s. 2d. currency.

(Signed,) H. BOYS.

INVESTMENT.

SATURDAY, January 7th, 1837.

Present: The Hon. and Venerable the President, the Hon. the Chief Justice, Grant Powell, Esq., the Rev. D. Harris.

Appendix
(E.E.E.)

31st July.

The Bursar laid before the Council a letter which he had received from the Hon. and Venerable the Archdeacon of York, proposing to the College Council to take on interest a sum not exceeding £5,250 of their funds now lying, or hereafter to come into the hands of the Bursar, upon depositing, as security, the following promissory notes now held by the Archdeacon:—

Hon. Wm. Morris, 4 notes of £187 10s., all dated 24th Dec., 1836, payable 1, 2, 3, 4 years after date, with interest.....	£750	0	0
Allan McNab, Esq., do	750	0	0
John Barwick, Esq., do	750	0	0
Benjamin Thorne, Esq., do	750	0	0
Thomas G. Ridout, Esq., do	750	0	0
John Radenhurst, Esq., do	750	0	0
John Ross, Esq., do	750	0	0
	<hr/>		
	£5,250	0	0

The Council being perfectly satisfied of the sufficiency of the security, sanction the investing the amount required, to bear interest from the time the money may be advanced, the securities to be endorsed by the Archdeacon.

(Minute Book, Vol. —, p. 92.)

Minutes of the Council of King's College, at its regular monthly meeting, on Wednesday, June 26, 1839:—

The Council having the letter of Mr. Benjamin Thorne, relative to a suit brought against him relative to a note of hand due the Corporation, laid before them, directed their attention to the loan of £5,250, authorized by the Minute of the 7th January, 1837, and finding on inquiry from the Bursar, that several of the notes of hand therein specified were overdue and unpaid, that the Venerable President had received some of them with a view to securing them, and that others had been put in suit, it was ordered that the Bursar be requested to draw up and lay before the Board, at its next meeting, a statement of the amounts paid, of the sums now due and unpaid, and in whose custody the different notes of hand now are, and what measures have been taken to secure such as are part due.

The Bursar then laid before the Council a letter from Mr. Benjamin Thorne, tendering stock in the Gore Bank as a payment of his two notes of hand now overdue and unpaid, which were lodged as part security for the loan advanced by authority of the Council to the Hon. and Venerable Archdeacon Strachan; whereupon it was resolved, that the proposal made by Mr. Benjamin Thorne, to give Bank Stock in discharge of his notes now overdue and unpaid, be declined.

Copy of a note made on these Minutes by the Lieutenant Governor:—

In assenting to this minute, I feel myself called on to notice the allusions it contains to "Notes of Hand" and "Bank Stock," in connexion with the funds of the University, and to express, in my character of Chancellor, my decided disapprobation of every transaction involving a recourse to such securities.

(Signed,) GEORGE ARTHUR.

Government House, July 1, 1839.

Appendix
(E.E.E.)

31st July.

MARGINAL NOTE.—I exhibited this note to the College Council, at their meeting on the 15th February, 1840, and particularly brought it under the notice of the Governor General, who presided at that meeting and perused it.

(Signed,) H. B.

(Minute Book, p. 51, No. 2.)

12th February, 1840.—The above note, made by the Lieutenant Governor, on the copy of the minutes of the meeting of Council, on 26th June, 1839, sent to him for approbation, was never pointed out to me until this day. Of course it was not noticed in the copy of the minutes for 1839 transmitted by me to Chief Secretary Murdoch, on the 16th December, 1839, to be submitted to the Legislature.

H. BOYS,
Bursar.

(Council Letter Book, Vol. I., pp. 15-16.)

Sir,

With respect to a note of mine for about £180, (with interest,) given for land sold to Stephen Chapman, I beg to state that if the College Council will take Gore Bank Stock for the amount, I can transfer it to the amount required at any time. Having assigned so much of the stock in the Gore Bank at my disposal to a gentleman for the purpose of meeting this demand, I felt I had secured the payment of it to the Council, and felt less anxiety about it on that account. Should the Council not be able to accept the Bank Stock in payment, I can only assure them I will use every exertion to convert it into money with the least possible delay; and, in the meantime, it shall remain in the hands of Messrs. Gamble and Boulton, Solicitors, to meet this demand and no other.

(Signed,) W. B. ROBINSON.

To Dr. Boys, Bursar K.C.
17th Dec., 1839.

(Council Letter Book, Vol. I., p. 42.)

KING'S COLLEGE OFFICE,
March 3rd, 1840.

Sir,

The Council of King's College, in compliance with a proposal from W. B. Robinson, Esq., have consented to receive Gore Bank Stock for a promissory note of Mr. Robinson's held by them, provided the same be immediately carried into effect. I believe I am correct in applying to you as his agent in this matter. The note is dated the 23rd March, 1830, and is £112 10s., to bear interest from the 26th February, 1829:—

Amount of Note,.....	£112	10	0
11 years' interest,.....	74	5	0
	<hr/>		
	£186	15	0

Appendix
(E.E.E.)
31st July.

If any further information may be necessary to enable you to proceed in this business, I shall be happy to supply it.

I remain, &c.,

H. BOYS,
Bursar.

To W. BOULTON, Esq.

(Council Letter Book, Vol. I., p. 20.)

KING'S COLLEGE OFFICE,
TORONTO, Jan. 13, 1840.

Appendix
(E.E.E.)
31st July.

SIR,

I am directed to place in your hands for collection ten promissory notes corresponding with the following description, viz:—

By Whom Drawn.	In Whose Favor.	When Drawn.	When Due.	Amount.		
				£	s.	d.
Sir Allan N. McNab.....	Hon. and Ven. John Strachan...	December 24, 1836 ...	December 24, 1838 ...	187	10	0
do	do do do ...	do do do ...	do do 1839 ...	187	10	0
J. Barwick, Esquire	do do do ...	do do do ...	do do do ...	187	10	0
T. G. Ridout, Esquire	do do do ...	do do do ...	do do 1837 ...	187	10	0
do	do do do ...	do do do ...	do do 1833 ...	187	10	0
do	do do do ...	do do do ...	do do 1839 ...	187	10	0
J. Ross, Esquire.....	do do do ...	do do do ...	do do 1838 ...	187	10	0
do	do do do ...	do do do ...	do do 1839 ...	187	10	0
J. Radenhurst, Esquire.....	do do do ...	do do do ...	do do 1838 ...	187	10	0
do	do do do ...	do do do ...	do do 1839 ...	187	10	0
				£	1875	0 0

all bearing interest from 24th December, 1836, and all endorsed by the Hon. and Venerable J. Strachan.

You have already been put into possession, for collection, of two similar notes, drawn by Mr. Ross and Mr. Radenhurst, due on the 24th December, 1839, and I shall be able, in a few days, to send you one for the like purpose; drawn by Mr. Thorne, due 24th December, 1839:—

I have the honor, &c.,

H. BOYS.

To C. A. HAGERMAN, Esq.,
Attorney General.

It appears that considerable sums have been given out on loans to members of the Council. His Excellency wishes for copies of the minutes under which such loans were authorized; a statement upon what security such loans were made; if, upon notes of hand, an account of the period at which they fall due; and he desires further to be informed, whether steps have been taken to prevent the occurrence of so highly objectionable a practice as loaning the funds of the institution to those engaged in its management.

I have the honor to be, &c.,

(Signed,) T. W. C. MURDOCH,
Chief Secretary.

To H. Boys,
Bursar, King's College.

(Council Letter Book, Vol. I., p. 32.)

TORONTO, Feb. 3rd, 1840.

SIR,

With reference to the Report of the Committee on the affairs of King's College, transmitted to His Excellency, and the accounts sent for presentation to Parliament, I am commanded by the Governor General to state, that His Excellency wishes for detailed information upon the following points:—

It appears that the late Bursar's accounts have been greatly in arrear, and that upon the 1st July, no less a sum than over £13,000 was due from him, of which about £7,000 have been paid, leaving £6,306 due. His Excellency desires to be informed what steps have been taken to recover the balance.

His Excellency wishes to have a copy of the minutes or order under which the Bursar was appointed, and also, to be informed whether any and what security was required from him; or if not, upon what grounds it was considered expedient to dispense with such ordinary guarantee.

(Council Letter Book, Vol. I., p. 32.)

KING'S COLLEGE OFFICE,
TORONTO, Feb. 11, 1840.

SIR,

In reference to your letter of the 3rd instant, requiring, by command, certain particulars respecting the debt to King's College of Lieut. Col. Wells, the late Bursar, and of the loan made by the College to the Hon. and Venerable the Archdeacon of York, now Bishop of Toronto, I have the honor to state, for the information of His Excellency the Governor General, that the late Bursar, immediately on the state of his balance being ascertained, assigned over to the College, by way of mortgage, property to a greater amount, in estimate value, than the amount of his deficiency, the property consisting of various estates. It has taken much time to prepare the legal documents necessary to complete the assignment; but I find from the Attorney General they will be completed in a few days; in the meantime, the deeds are in possession of the College. (Council Letter Book, Vol. I., p. 33.) It is not apprehended

Appendix
(E.E.E.)

31st July.

that the College can suffer any loss eventually in this case; but it may be a considerable time before the different estates can be advantageously disposed of. Interest will, in the meantime, be charged against the late Bursar.

Since his removal, the late Bursar has paid in, by small instalments, £750; and his debt at this time, including some small sums that have been brought against him since his removal, amounts to £5,924.

The minutes appointing the late Bursar are as follows:—

At the first meeting of the College Council, being on the 8th January, 1828, the following minute was made:—"His Excellency the Chancellor, Sir Peregrine Maitland, was pleased to appoint James Givins, Esq., Junior Registrar, and the Hon. Joseph Wells, Bursar, King's College." And at a meeting of the Council, on the 16th March, 1833, the following minute was made:—"The President read a letter from His Excellency the Lieutenant Governor, Sir John Colborne, appointing Lieut. Col. Wells to be the Registrar of King's College, vice Mr. G. H. Markland, appointed Inspector General." It does not appear from the minute of the Council that the late Bursar was ever called upon to give security for the due performance of his office; nor is it known to any of the present members of the Council upon what grounds it was considered expedient to dispense with such ordinary guarantee.

In respect to the loan made to the present Bishop of Toronto, the following minute was made by the

Appendix
(E.E.E.)

31st July.

Council, at their meeting on the 7th January, 1837. The Bursar laid before the Council a letter which he had received from the Hon. and Venerable Archdeacon of York, proposing to the College Council to take, on interest, a sum not exceeding £5,250, from their funds now lying, or hereafter to come, into the hands of the Bursar, upon depositing as security the following promissory notes now held by the Archdeacon. (Council Letter Book, Vol. I., p. 34.):—

Hon. Wm. Morris, 4 Notes of £187 10s., all dated 24th Dec., 1836, payable 1, 2, 3, 4 years after date, with interest,.....						£750	0	0
Allan McNab, Esq., do do						750	0	0
John Barwick, Esq., do do						750	0	0
Benjamin Thorne, Esq., do do						750	0	0
Thos. G. Ridout, Esq., do do						750	0	0
John Ross, Esq., do do						750	0	0
John Radenhurst, Esq., do do						750	0	0
						<u>£5,250</u>	<u>0</u>	<u>0</u>

The Council being perfectly satisfied of the sufficiency of the security, sanction the investing the amount required, to bear interest from the time the money may be advanced, the securities to be endorsed by the Archdeacon:—

The present state of these Notes is as follows, payable the 24th December:—

Name.	1837.			1838.			1839.			1840.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Hon. William Morris	* 187	10	0	* 187	10	0	* 187	10	0	* 187	10	0	750	0	0
Sir Allan N. McNab	* 187	10	0	* 187	10	0	* 187	10	0	* 187	10	0	750	0	0
John Barwick, Esquire	* 187	10	0	* 187	10	0	* 187	10	0	* 187	10	0	750	0	0
B. Thorne, Esquire	* 187	10	0	* 187	10	0	* 187	10	0	* 187	10	0	750	0	0
T. G. Ridout, Esquire.....	187	10	0	187	10	0	187	10	0	187	10	0	750	0	0
John Ross, Esquire.....	187	10	0	187	10	0	187	10	0	187	10	0	750	0	0
John Radenhurst, Esquire.....	187	10	0	187	10	0	187	10	0	187	10	0	750	0	0
£	1312	10	0	1312	10	0	1312	10	0	1312	10	0	5250	0	0

Those marked (*) are already paid. The twelve now due are placed in the hands of the Attorney General for collection. The remaining six are not yet due. These notes, being all endorsed by the Bishop, afford a perfect security to the institution against any eventual loss.

Having applied to the Bishop for any further explanation upon this subject he might wish to offer, I beg leave to enclose to you a copy of his Lordship's answer.

It does not appear that any rule or ordinance has been made to prevent, in future, the loaning of the funds of the institution to those engaged in its management.

I have the honor, &c.,

(Signed,) H. BOYS,
Bursar, K.C.

To T. W. C. MURDOCH,
Chief Secretary.

(Council Letter Book, Vol. I., p. 36.)

KING'S COLLEGE OFFICE,
TORONTO, Feb. 12, 1840.

SIR,

The money loaned by the University of King's College to the present Bishop of Toronto was advanced at the following dates:—

2nd January, 1836,.....	£1,000
9th do 1837,.....	2,000
21st February, do	2,250
	<u>£5,250</u>

I have the honor to be,
Sir,
Your Excellency's
Most obedt. and humble Servant,

H. BOYS,
Bursar.

Appendix
(E.E.E.)

31st July.

(Council Letter Book, Vol. I., p. 37.)

TORONTO, Feb. 14, 1840.

Sir,

I am commanded by the Governor General, with reference to the dates of payment made from the funds of the University to the Bishop of Toronto, given in your letter of the 12th instant, to inquire whether the note of the first payment is correctly given, say 2nd January, 1836; and if so, His Excellency desires to have a copy of the minute under which that payment was authorized, as the minute for the general transaction is dated 7th January, 1837.

I have, &c., &c.,

(Signed,) ARTHUR SYMONDS.

Dr. Boys.

(Council Letter Book, Vol. I., p. 37.)

KING'S COLLEGE OFFICE,
February 14th, 1840.

Sir,

In reference to your note of this date, this instant received, I request you will inform His Excellency that the date of the first payment to the Bishop is correctly stated to be on the 2nd January, 1836; and that there is no minute of Council or authority for the transaction.

I have, &c.,

H. BOYS,
Bursar, K.C.

(Minute Book, Vol. II., pp. 150-3.)

Minutes of the Council of King's College at a special meeting called by His Excellency the Chancellor, held on the 15th February, 1840:—

The Bursar was directed to write to the Lord Bishop of Toronto for an explanation of the circumstance of £1,000 being advanced to His Lordship from the College funds twelve months prior to the order in Council authorizing the loan.

(Council Letter Book, Vol. I., pp. 38-39.)

TORONTO, February 15, 1840.

Sir,

Your letters of the 11th, 12th, and 14th instant, have been laid before the Governor General, together with the enclosure.

With reference to the defalcation in the accounts of the Treasurer, and the omission to take security from that officer, His Excellency is sorry to find that no remedy now seems possible; and it is only to be hoped that the property of the late Treasurer may be found sufficient to prevent ultimate loss to the University. With respect to the loan of money stated to have been made to the Bishop of Toronto, upon the security of certain notes of hand, and upon the subject of which, in addition to your remarks, a letter has been transmitted, addressed to yourself,

by the Right Reverend Prelate, I am commanded to inform you that His Excellency the Governor General feels himself compelled to record his opinion for the information of the Council.

His Excellency wishes to abstain altogether from the consideration of the circumstances under which the loan was sought, alluded to in the letter of the Right Reverend Prelate, and upon which he had neither the desire nor the right to require any explanation. The points upon which he is called upon to express an opinion, as Chancellor of the University, are the circumstances under which the loan was made by the Council, and the action that has been taken upon the securities given.

It appears that a loan of a considerable sum was made by the Council to one of the members of the Board. Such a proceeding His Excellency cannot view in the light of an ordinary money transaction. The employment of the funds of a public trust by one of the trustees, for his own advantage, is a proceeding which, in his opinion, is highly objectionable, and calculated to destroy the confidence of the public in the management of the University. In England such a transaction would be visited with severity in a Court of Equity.

With regard to the second point, His Excellency regrets to be obliged to remark that a proper course has not, in his opinion, been pursued. It appears from the statement that no less than eleven notes of hand are overdue, of which three have been overdue since 1837, three since 1838, and the remaining five since the 24th December, 1839. In business of this kind punctuality should always be observed; but in the affairs of a public trust, a scrupulous regard to it appears, above all things, desirable. If a note of hand be not discharged at maturity by the party first liable, the simple and ordinary course is to call upon the endorsers, if any, to do so. No such steps seem to have been taken; and the signatures of these bills have been permitted to remain dishonored, some of them for a very considerable time.

I have the honor to be,
Sir,
Your obedient Servant,(Signed,) T. W. C. MURDOCH,
Chief Secretary.

To Dr. Boys.

(Council Letter Book, Vol. I., p. 38.)

TORONTO, February 17, 1840.

Sir,

With respect to the minute of the College Council of the 15th instant, which you have done me the honor to enclose, respecting £1,000 advanced to me by Col. Wells, twelve months prior to the order of Council authorizing the loan of £5,250 on certain securities, I beg leave to state that I have no other memorandum than the following:—On the 2nd January, 1836, I borrowed £1,000 of my friend Col. Wells, which I considered a matter between ourselves, and for which we were personally responsible.

I gave the Colonel my note of hand for the amount in case of accident, otherwise our mutual confidence in each other would have been sufficient.

Appendix
(E.E.E.)

31st July.

On the 12th July, 1836, and on the 7th January, 1837, the interest for the half-years respectively was duly paid, and at the latter date the sum of £1,000 was transferred and included in the loan of £5,250.

I have the honor, &c.,

(Signed,) JOHN TORONTO.

Dr. Boys.

(Council Letter Book, Vol. I., p. 41.)

Memorandum, February 19th, 1840.—Enclosed under cover to His Excellency the original copy of the minutes of Council, of the 26th June last, having on it the comment of His Excellency respecting the impropriety of loaning the funds of the University on notes of hand and Bank Stock.

To His Excellency
the Governor General,
&c., &c., &c.

(Council Letter Book, Vol. I., p. 41.)

KING'S COLLEGE OFFICE,
TORONTO, Feb. 20, 1840.

SIR,

On applying to Mr. Hawkins, who has been many years a clerk in this office, he informs me that the entry in our Minute Book of the minutes of Council of the 26th June last, is made in the hand writing of Col. Wells, and that the Colonel never caused the minutes to be entered in the book until the copy of them sent to the Chancellor had been returned.

I have the honor,

(Signed,) H. BOYS,
Bursar, K.C.

To His Excellency
Sir G. ARTHUR, K.C.B.

(Minute Book, Vol. II., pp. 158-9.)

Minutes of the meeting of the Council of King's College, held on Wednesday, Feb. 26th, 1840:—

The proposal of W. B. Robinson, Esq., to redeem his promissory note in Gore Bank stock, deferred from the meeting on the 28th December last, was again considered, when the Council resolved that the offer of W. B. Robinson, Esq., to pay his note in Gore Bank stock be accepted, provided the same be immediately carried into effect.

(Council Letter Book, Vol. I., p. 50.)

Memorandum.—Received a letter this day, 18th March, 1840, from W. H. Boulton, Esq., enclosing a power of attorney to be signed by the Bishop of Toronto, as President of the University, and by myself as Bursar, to enable Andrew Steven, Esq., of Hamilton, to accept for us, on account of the College, Gore Bank stock for Mr. Robinson's pro-

missory note. By advice of the Attorney General, some slight alterations were made in the form of the document, limiting it to a transfer of fifteen shares of that stock. The Bishop and myself having signed it, I delivered it myself this day at Mr. Gamble's office.

Appendix
(E.E.E.)

31st July.

(Minute Book, Vol. II., p. 254.)

21st October, 1840.—The Council of King's College was summoned to meet this day at two o'clock. A proposition from the Hon. Sir Allan Napier McNab, that the Council should receive land from him in discharge of his liabilities to this Corporation.

Whereupon, it was resolved that the College Council cannot accept the proposition by Sir Allan McNab, not feeling themselves authorized, under their Charter, to invest the funds of the College in the purchase of lands, except for the special purpose of the foundation.

(Minute Book, Vol. II. pp. 223-225.)

Minutes of a meeting of the Council of King's College, held on the 16th day of December, 1840:—

Read a letter from the Cashier of the Bank of Upper Canada, offering to the Council for purchase, Law Society bonds at 6 per cent. interest, to the amount of £1,500.

The Council preferring to make their investments in Provincial Debentures, directed the Bursar to advertize publicly for Provincial Debentures to the amount of surplus balance in hand.

(Minute Book, Vol. II., p. 308.)

13th April, 1842.—The Council of King's College was summoned to meet this day at two o'clock.

A letter was read from Mr. Clark Gamble, offering, as investment, certain Church Debentures.

The Attorney General undertook to inquire into the nature of those securities, and to report thereon.

(Minute Book, Vol. III., p. 18.)

Minutes of the proceedings of the Council of King's College, at a special meeting held on the 8th day of April, 1843:—

Read a letter from the Solicitor dated this day, transmitting the Deeds and the Documents connected with the loan to St. James' Church, all duly executed. The Bursar was directed forthwith to have the Deeds registered, and to settle the business with the Churchwardens.

Appendix
(E.E.E.)

(Council Letter Book, Vol. I., pp. 32-33.)

KING'S COLLEGE OFFICE,
TORONTO, April 11, 1843.

SIR,

I am directed to request of you to deliver over to Clarke Gamble, Esq., on behalf of the Churchwardens of St. James' Church, the following Debentures from among those you hold in custody for the Council of King's College, viz:—

No. 1, Desjardin Canal,.....	£1,000
2, Do do	1,000
3, Do do	1,000
4, Tay Navigation,.....	250
5, Do do	250
377, Thames Toll Bridge,.....	500
	<hr/>
	£4,000

amounting to £4,000 currency; at the same time, please to detain the interest that may be due on these Debentures.

(Signed,) H. BOYS.

T. G. RIDOUT, Esq.

(Council Letter Book, Vol. I., p. 324.)

KING'S COLLEGE OFFICE,
TORONTO, April 18, 1843.

SIR,

Finding from Mr. Gamble that you object receiving from him the two Debentures of the Tay Navigation Company, I have to request you will transfer to the Churchwardens of St. James' Church, Debentures 372, York Roads, £500, detaining the interest due thereon.

I have the honor, &c.,

(Signed,) H. BOYS.

To T. G. RIDOUT,
Cashier, Bank of Upper Canada.

(Council Letter Book, Vol. I., p. 325.)

BANK OF UPPER CANADA,
April 19th, 1843.

SIR,

In accordance with your letters of authority, dated the 11th and 18th instant, I have surrendered to Clarke Gamble, Esq., on behalf of the Churchwardens of St. James' Church, the following Debentures, viz:—

No. 1, Desjardin Canal,.....	£1,000
2, Do do	1,000
3, Do do	1,000
373, York Roads,.....	500
377, Thames Toll Bridge,.....	500
	<hr/>
In all,.....	£4,000

and have placed to the credit of King's College the accrued interest thereon, amounting to the sum of (£87 5s. 9d. currency,) eighty-seven pounds, five

shillings and nine pence currency, per the following memorandum:—

Interest on No. 1, from Nov. 30th, 1842, to April 11th, 1843,.....	£21 17 3
No. 2, from 11th December,.....	20 1 1
3, do 25th do	17 15 1
373, do 26th October,.....	13 16 2
377, do do	13 16 2
	<hr/>
Amounting to,.....	£87 5 9

On the other hand, I charge the same account for one quarter per cent. on the transfer, in the sum of £10.

I am, &c.,

(Signed,) T. G. RIDOUT.

(Council Letter Book, Vol. I., p. 331.)

KING'S COLLEGE OFFICE,
October 10th, 1843.

SIR,

I have the honor to acknowledge the receipt of your letter of the 5th instant, wherein you state that His Excellency has observed that I have been directed to discharge a loan of £6,500 from Upper Canada Bank, by a transfer of Debentures, and that His Excellency desires to inquire what these Debentures were, and whether they were available at the time the money was borrowed from the Bank, or have since become so.

In reply, I beg leave to inform you that it has been customary with this Corporation to invest their surplus receipts, beyond their expenditure, in Government Debentures, and that the Debentures in question had been acquired in that manner. We still hold about £27,700 in similar Debentures. You will perceive they were available at any time. The reason for not using them when the loan was made, arose out of the uncertainty of the claims coming against us, and a consequent hope that we might be able to discharge the debt from our surplus receipts without parting with these securities, which are not always to be purchased in the market when wanted.

I have the honor, &c.,

(Signed) H. BOYS,
Bursar, K.C.

J. M. HIGGINSON,
Provincial Secretary,
&c., &c.

(Minute Book, Vol. III., p. 170.)

Minutes of the Council of King's College, at a meeting held on Wednesday, the 26th February, 1845:—

Moved by Dr. Beaven, That the Bursar be instructed to be on the watch for any eligible opportunity of vesting the monied capital of this University in landed property or mortgages, and to report thereon to the Council.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

(General Letter Book, Vol. II., p. 477.)

31st July.

TO THE PRESIDENT AND
COUNCIL OF KING'S COLLEGE.

The subscriber respectfully offers the following property for sale to the Council of King's College, as a valuable investment:—

The property is situated in the Village of Elora, Township of Nichol, and District of Wellington, and is composed of several acres of land, laid out in town lots, on the North side of the Grand River, near the grist mills and falls of Elora; also, a Township lot of land, 100 acres, immediately adjoining the said town lots, of which forty acres are cleared, and can also be laid out in town lots. The lots will readily sell or lease in the manner that the College usually sell their lands. The property is bounded on the Village side by the Grand River, and the River Irvine flows across a part of the 100 acres.

The District Council have consented to build a bridge over the Irvine this spring. This will add greatly to the value of the lot. The accompanying maps will explain more fully the situation of the village and lots; and in regard to the value of the property the subscriber refers to the enclosed testimonial from James M. Strachan, Esq., who is well known to be an excellent judge in matters relative to the value of land.

Five hundred pounds currency is the price asked for this property. The subscriber candidly admits that nothing but necessity causes him to part with this property, which he has held for upwards of twelve years, and the value of which he is quite aware of. It would be some satisfaction to the subscriber, should the Council make this purchase, to know that the property has passed into the hands of an institution which must realize from it a large sum for the benefit of education. Which is respectfully submitted by their

Obedient humble Servant,

D. GILKINSON.

TORONTO, 28th January, 1846.

LANDS.

(Minute Book, Vol. I., p. 98.)

COLLEGE COUNCIL CHAMBER,
May 31st, 1828.

That no lot be sold for less than one pound per acre. That the terms of payment be, one-tenth down and one-tenth with interest annually, so that the transaction be finished in nine years. Should any other terms be considered more eligible by the purchaser, the Bursar to submit the same for the consideration of the Council.

(Minute Book, Vol. II., p. 251.)

The Members present set prices on twenty-one lots of College lands.

Petitions were read from the following persons against the high prices that had been placed on their lands:—

John Ferguson, 5 on 4, 5, 6 Con. West Gwillimbury.
W. Pennock, 6, 4, Markham.
W. Foster, 6, 9, Gore of Toronto.
W. Anderson, 21, 3, Whitby.

The parties to be informed that no alteration can be made in the prices set on the lands, but that leases will be granted should the parties require them.

(Minute Book, Vol. III., p. 31, No. 6.)

Minutes of Council at an adjourned meeting held on the 12th day of October, 1843:—

Dr. Beaven moved in amendment on the second of Dr. Gwynne's motion, being for a Land Committee, that no deed be issued for the sale or leasing of lands without the authority of the Council; which motion, being seconded by Professor Potter, was put and carried.

(Minute Book, Vol. III., p. 68, No. 3.)

February 3rd, 1844.

Moved by Dr. Gwynne, That the Council are of opinion that it is not expedient at present to dispose by sale, of any more land, the property of King's College. Which motion, being seconded by Professor Potter, Dr. McCaul moved in amendment:—1st. That a Land Committee of four Members be appointed to report on the state of the Endowment, and offer recommendations to the Council relative to the same. 2nd. That the following members of the Council shall form the Land Committee:—

The Vice-President,
Dr. Beaven,
Professor Potter,
Dr. Gwynne;

and that the first meeting of the Committee shall be held in Council Chambers, on Tuesday next, at one o'clock.

(Minute Book, Vol. III., pp. 84-85.)

April 1st, 1844.

The following recommendation was submitted by the Land and Building Committees:—

That 100,000 acres shall be reserved as the perpetual endowment of the University, of which those at present under lease shall form a part; and that the buildings, including the south-west wing, and the residences of the Professors, shall be commenced forthwith, and that the places marked A, B, shall be recommended as the most expedient for the south-west wing.

The recommendation being read, Dr. Beaven proposed that the same be received and adopted: which proposition, being seconded by Professor Potter, Dr. McCaul moved in amendment, that the words "of which those at present under lease shall form a part" shall be omitted, and the following words shall be

Appendix
(E.E.E.)

31st July.

Appendix (E.E.E.) 31st July.

added after the word "forthwith": "and that the requisite sales of land for effecting these objects be resumed"; which motion, being seconded by Mr. Barron, was put:—

AYES.

The President, the Vice-President, Dr. Beaven, the Principal of Upper Canada College.

NOES.

Professors Potter, Croft and Gwynne.

Carried, Dr. Gwynne recording his dissent in the following words:—

1st. Because the Charter confers no power upon the Council to dispose of any portion of the endowment, unless by a Statute of the Council regularly passed.

2nd. The Committee appointed to report on this matter have recommended the disposal of land in absence of that information which, in my opinion, was necessary to enable them to form a just opinion of its expediency; which information the Committee, at their first meeting, deemed it necessary to order from the Bursar before they could advise further action, but which information has not yet been obtained.

3rd. The present accommodation, in addition to the east wing of the late Parliamentary Buildings, appears to me to be amply sufficient for the immediate purposes of the institution; but, even if the present accommodation could be shown to be deficient, that deficiency should be supplied, not by the further diminution of the capital, but by the immediate collection of the arrears of rent and interest, which the accounts, recently furnished by the Bursar, shown, amount to no less a sum than £34,798.

4th. Whilst a general understanding prevails that His Excellency the Governor General will, at the next meeting of the Provincial Parliament, sanction the introduction of some Legislative measure whereby the present Constitution of the University will be considerably affected, it is inexpedient to erect new buildings adapted to the present position of the institution, while the proposed modifications are unknown, and the necessities of the University, consequent upon such modification, cannot be understood.

(Minute Book, Vol. III., pp. 260-1, No. 6.)

Read proposals for the sale of property to the Council from the following parties:—

- Mr. Small, building lots in Toronto.
Mr. Crawford, ground-rents in Toronto.
Mr. Gilkison, building lots and land at Elora in Nichol.
Dr. Rees, building lots and land on the Garrison Common, Toronto.
Mr. Radenhurst, building lots in Toronto.
Mr. Townley, house and land on Yonge Street.
Mr. Armstrong, a dwelling house and store on King Street.
Mr. Hawkins, building lots in Toronto.

Read also proposals for loan from the following parties:—

- Mr. Jarvis, £1,000
Mr. Hunter, 200

Appendix (E.E.E.) 31st July.

- Mr. D. E. Boulton, £1,000
Mr. James Brown, 3,260

After a full consideration of the several proposals, the Council were of opinion that it would be advantageous to the interests of the Corporation to accept the following:—

- The ground-rents offered by Mr. Crawford for £2,500
The property at Elora, offered by Mr. Gilkison for, 500
The loan to Mr. Hunter for, 200

It was therefore directed that the Solicitor do ascertain the sufficiency of the titles in these three cases, and that the several properties are unencumbered; and that he then draw the necessary Deeds, at the expense of the parties, taking care that Mr. Hunter's property be insured to the full amount of the proposed loan, and that the policy be assigned to this Corporation.

(Minute Book, Vol. III., p. 313, No. 12.)

May 9th, 1846.

Moved by the President, That the sale of the lands of the Endowment of the University and College be resumed; which motion, being seconded by the Vice-President, was put and carried, Professor Gwynne dissenting.

(Minute Book, Vol. III., p. 434, No. 8.)

(Land Committee,) Dec. 9th, 1847.

Moved by Professor Gwynne, That until the Land Committee shall submit to the Council the schedule of the prices of land to be sold, as required by the Report on the Bursar's office, a majority of the Committee shall affix the prices at weekly meetings on Thursdays at four o'clock, and authorize the action of the Bursar, and that the land shall be sold in no other way; which motion, being seconded by the Principal of Upper Canada College, was put and carried.

ADVERSE POSSESSION.

(Minute Book, Vol. III., p. 422, No. 10, Oct. 4, 1847.)

Extract from minutes of 4th October, 1847:—

"Read a letter from the Solicitor respecting adverse possession of College lands for more than twenty years;" whereupon, the Dean moved, "that the Bursar be instructed to make out lists of all the unoccupied lands belonging to the University, as also all lots on which the lessees or purchasers have not made any payments within the last eighteen years or upwards, or given within that period written acknowledgment of the title of the University; and that all such lots be handed over, as each shall be prepared, to the Solicitor, to commence actions of ejectment against the parties, and that copies of such lots shall be laid before the Council, at their next subsequent meeting; which motion, being seconded by Professor Gwynne, was put and carried."

Appendix
(E.E.E.)

31st July

Marginal note by Bursar, in pencil:—

The Solicitor undertook these cases at 20s. each. See Dr. McCaul's Report, dated 3rd Feb. 1848, entered C. L. B., page 65.

Extract from Minutes of 1st Dec. 1847.

"The members present requested the Vice President would see the Solicitor to-morrow on the subject of adverse possession of College lands, referred to in minute No. 10 of the 4th October last, and make such arrangements with him as may be immediately required for the benefit of the Corporation.

(Minute Book, Vol. III, p. 446.)

The President reported on the measures he had arranged with the Solicitor to prevent adverse possession of the College lands from undisturbed occupation for 20 years.

LEGISLATURE.

(Minute Book, Vol. I, page 153.)

COLLEGE COUNCIL CHAMBER.
8th February, 1830.

The attention of the Board was called to the circumstance of an application made by the House of Assembly to His Excellency the Lieutenant Governor, for information relative to its funds, and the expenses incurred; and it was decided that the following communication should be transmitted to His Excellency:—

SIR,

In transmitting, at your Excellency's desire, this statement of the funds of King's College, and the expenses incurred, thereby affording information upon these subjects, on which the Council have the least reason for wishing reserve, they, nevertheless, deem it proper thus early to solicit your Excellency's consideration of a question which may, in time, become important, namely how far the Legislature can regularly assume a right to enquire into the financial, or other concerns of an institution resting wholly on Royal Foundation, and deriving neither privilege nor aid from any other quarter.

Any discussion or difficulty upon this Question, may lead to perplexing results; and the Council feel that it is but prudent to show, that they are not insensible to the embarrassment that may then be found to have been created by repeated acquiescence. In offering this observation, the Council desire not to be understood as advancing an objection to a compliance with the request for the information which is now placed in Your Excellency's possession.

I have the honor to be, &c.

(Minute Book, Vol. II, p. 42, 43, 44.)

Minutes of a Special Meeting of the Council of King's College:—

20th April, 1839.

Appendix
(E.E.E.)

31st July.

(Copy.)

To His Excellency Sir G. ARTHUR.

May it please Your Excellency,

We, Her Majesty's dutiful and loyal subjects, the Commons of Upper Canada, in Provincial Parliament assembled, humbly request that Your Excellency will be pleased to lay before this House, an aggregate Statement of the number of acres of the lands of the University of King's College, and of Upper Canada College, and of the free Grammar Schools respectively, which have been sold up to the first January last, and shewing the average price per acre; the gross amount actually received on such sales, together with a statement of the expenditure up to the same period, specifying the outlay for the purchase of grounds, and the annual disbursements for labour, agencies, salaries, office rent, &c., &c., also, shewing the balance at the credit of each of these institutions, and the rate of interest accruing thereon, whether from Banking Companies or private individuals.

(Signed,) ALLAN N. McNAB.

Commons House of Assembly.
13th March, 1839.

GOVERNMENT HOUSE, 19th April, 1839.

SIR,

I am commanded by the Lieutenant Governor to transmit to you the accompanying copy of a Minute in Council, and to request that you will assemble King's College Council, at one o'clock of the afternoon of to-morrow.

I have the honor to be,

(Signed,) JNO. MACAULAY.

The Hon. JOSEPH WELLS,
Bursar, King's College.

In Council, 19th April, 1839.

(Copy.)

His Excellency was pleased to lay before the Council, documents and returns relating to the University of King's College, and to request the Report and opinion of the Council upon the several matters therein disclosed. The Council, on a careful examination of these papers, respectfully recommend that His Excellency, as Chancellor, should immediately call a meeting of the College Council for the purpose of examining into the particulars of these accounts, and the conduct of the affairs of the University generally; preparatory to laying a statement of the same before the House of Assembly in reply to its Address.

(Signed,) WM. H. LEE.

Appendix (E.E.E.)

31st July.

(Council Letter Book.)

GOVERNMENT HOUSE, Toronto, 15th November, 1839.

Sir,

The House of Assembly, by an Address to the Lieutenant Governor, on the 29th of April last, requested that His Excellency would be pleased to direct that Statements in detail of the yearly expenditure of King's College and Upper Canada College, might be sent down to the House, during the first 15 days of every Session, which Address His Excellency answered, by apprizing the House that it was his intention to cause a full Report upon the affairs of the University of King's College and of Upper Canada College, to be annually prepared and published, for the general information of the people.

I have the honor, by command of the Lieutenant Governor, to request that you will have the goodness, with all convenient speed, to have prepared a full Report, in terms of the answer to the Address above referred to, in order that His Excellency may have it in his power to comply with the terms of the Address.

I have, &c., &c.,

(Signed,) S. B. HARRISON.

To H. Boys, Esq.

LOANS.

(Minute Book, Vol. I, p. 98.)

31st May, 1828.

That the Bursar be requested to negotiate, as soon as possible, a Loan of £5000 currency, for two years,

(Minute Book, Vol. 1, p. 118.)

20th December, 1828.

Ordered, That the President and Bursar be authorized to negotiate with the Bank for a Loan to make the payment in question.

(General Letter Book, Vol. II, p. 95.)

KING'S COLLEGE OFFICE. 29th December, 1842.

SIR,

On speaking to the President of the College Council, on the subject of the advances made by the Bank of Upper Canada to this Corporation, His Lordship quite approved of your suggestion, that a promissory note should be given by me on behalf of the Council, for a Loan equal to cover the advances. I consider that about (£4200.) Four thousand two hundred pounds will be required for this purpose; estimated thus:—

Over drawn on each account about,.....	£1,400
£1,750 with exchange sent to England about,	2,100
Required for Salaries at the end of this quarter,.....	700
	<hr/>
	£4,200

Appendix (E.E.E.)

31st July.

I therefore enclose you my promissory note, as Bursar of King's College, for £4,200 currency, bearing interest and payable on the first day of February next.

I have, &c.

(Signed,) H. BOYS, Bursar, K.C.

(Council Letter Book, Vol. II, pp. 143-4.)

The Report of the Committee on Investments, rendered to the College Council on 4th March, 1846. See Council Minute Book, p. 272, No. 6.

The Committee to whom it was referred to examine the applications which have been made to the Council for purchase or loans, report that they recommend for the present consideration of the Council, the property offered for sale by Messrs. Townley, Small and Rees, and the property of Mr. Sheriff Jarvis, to borrow £750.

In the first of these cases, the Committee apprehend that there is a legal difficulty, and the information which they have relative to the security is not sufficient, even if the difficulty were removed, to enable them to pronounce on the expediency of the purchase. Of the three purchases they consider Dr. Rees the most eligible, if it can be effected on advantageous terms. It is liable, however, to this objection, that there will be no immediate return for the sum invested. They consider both Mr. Jarvis and Mr. Brown's proposal to loan worthy the consideration of the Council; but have named the former, as the amount is within the present sum uninvested. Captain Caddy's proposal for sale, they cannot recommend; but his offer for a loan, which has been before the Council for some time, they think, might, at some future time, be accepted on the security of his property.

On the application of other parties offering property, not in Toronto, they recommend that further information should be procured previous to taking any action.

(Signed,) JOHN McCAUL, Chairman.

(General Letter Book, Vol. III, p. 26.)

KING'S COLLEGE OFFICE, 23d July, 1847.

SIR,

The Council of King's College having agreed to advance, on loan, to Mr. Henry Rowsell the sum of Five hundred pounds, currency. I am directed to request you will prepare the documents necessary for carrying the matter into effect, with as little delay as may suit your convenience, viz:—That Mr. Rowsell make over to the Council the whole of the land men-

Appendix
(E.E.E.)

31st July.

tioned in his letter (which letter is herewith enclosed) absolutely to be sold at the discretion of the Council within the term of the loan, to be released from time to time, from such amount as any portion of the land may sell for. The term of the loan to be for seven years, from the 1st April, 1847, and the interest at six per cent, to be paid half yearly. The land, unless previously sold, to be reconveyed to Mr. Rowsell, on the payment of the amount of the loan and interest.

I have the honor to be,

(Signed,) H. BOYS,
Bursar, K.C.

To J. E. SMALL, Esquire,
Solicitor to the University.

P.S. You will please to see that Mr. Rowsell's titles to the land are correct.

PRINTER.

(Minute Book, Vol. III, pp. 408—409, No. 4.)

26th July, 1847.

The Vice President reported, that conformably to the desire of the Council, as expressed at the Meeting on the 18th March last, he has conferred with the University Printer relative to the conditions offered by the Council. They have been accepted by him both willingly and gratefully. The Vice-President annexes a copy of the conditions, as suggested by the Council, and agreed to by Mr. Rowsell:—

1st. The Council guarantee £100 per annum, in addition to the amount paid for printing, if that amount shall not be over £75.

2nd. If it should be over £75, deduction to be made from the annual allowance in proportion of £14 5s. 8d. to £25 of work done.

3rd. If the amount for printing should be £250 or more, no allowance whatever to be paid.

4th. The sum of £500 currency, to be loaned on giving sufficient security.

5th. The arrangement to be regarded as commencing on the 1st April, 1847.

The Report of the Vice-President relative to the completion of the arrangement entered into with Mr. Rowsell on the 18th March last, having been read, it was moved by the Dean, That £500 currency, which it was agreed to lend to Mr. Rowsell, be paid to him by the Bursar, on completion of securities to the satisfaction of the Vice-President and the Solicitor.

NO QUORUM.

(Minute Book, Vol. II, p. 198.)

MEETING OF THE COUNCIL.

15th July, 1840.

Present: The Reverend Dr. McCaul, L.L.D., Principal U.C.C.; Honorable Robert Baldwin Sullivan; Wm. Allan; John Macaulay.

The members present sanctioned the renewal of the Lease to John McTaggart, of lot No. 15, in the 8th Concession of Camden East.

J. C. Davis, of lot No. 23, in the 2nd Concession of Walford, having applied for immediate delivery of his Deed, which had already been sanctioned by the Council, the Bursar stated a difficulty arising from the absence of the President who had hitherto placed his initials to all Deeds issuing from this Office. The Members present considered that the orders passed by the Council on the 14th June, 1839, rendered the President's signature unnecessary on these occasions; that the application of the corporate seal having been sanctioned, the Bursar's signature was sufficient, and they directed that the corporate seal which had hitherto been appended to Deeds, should in future be affixed to them in lieu of being appended.

A Petition from Mrs. Mary Cotton, that her husband might have an extension of time granted to him to pay up his arrears, was not acceded to.

The Bursar stated that Mrs. Ellen Kenny had produced some fresh documents respecting her dispute with Benjamin Hilliker about lot N. 3, in the 5th Concession of Norwich;—the Members present confirmed the minute of Council on this subject, passed at the meeting on the 13th June.

The members present, not being sufficient to form a quorum for the general business, adjourned.

(Page 199.)

Meeting on the 29th July, 1840.

Present: The Reverend Dr. McCaul, L.L.D., Principal of U.C.C.; Honorable Robert B. Sullivan; Wm. Allan; Honorable John Simcoe Macaulay.

The Members present, not being sufficient to form a quorum for general business, adjourned.

(Minute Book, Vol. II, p. 200.)

MEETING OF THE COUNCIL.

5th August, 1840.

Present: The Reverend Dr. McCaul, L.L.D., Principal U.C.C.; the Honorable R. S. Jameson, Vice-Chancellor; the Honorable John Macaulay.

1st. The Bursar reported that the following persons having paid their purchase money in full for the lands set opposite their names, now requested to have their Deeds, viz:—

Charles Hammond, S. $\frac{1}{2}$ 21, 1, Haldimand.
Cornelius Vansickler, W. $\frac{1}{2}$ 28 B. Murray.
James Graham; W. $\frac{1}{2}$ of N. $\frac{3}{4}$ 5, 2, Woodhouse.

Ordered that the Deeds be issued.

2nd. The Bursar reported that Mr. Birdsall, employed by the Canada Company to value their lands, had called at this Office to state, that in the Township of Seymour, in which he had been lately much employed, very extensive depredations are carrying on upon the College lands, by persons cutting down and selling the timber. He thinks if he had autho-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

rity to act he could realize fully £200 upon the timber now lying cut upon the College lands.

The Members present considering an immediate interference to be necessary in this case, directed the Bursar to write to Mr. Birdsall and give him authority to act in behalf of the College, in collecting what money may be recoverable from these depredations; desiring him to warn off all trespassers for the future; and requesting of him to extend his enquiries to Townships in that neighbourhood, where in all probability similar depredations are going on.

3rd. The Members present, not being sufficient to form a quorum for general business, adjourned.

(Minute Book, Vol. II, p. 201.)

Meeting, 26th August, 1840.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; John Macaulay.

The Members present, not being sufficient to form a quorum, adjourned.

(Minute Book, Vol. II, p. 201.)

MEETING OF THE COUNCIL,
30th September, 1840.

Present: The Reverend Dr. McCaul, L.L.D., Principal Upper Canada College.

The Council did not take place for want of a quorum.

(Minute Book, Vol. II, p. 202.)

MEETING OF THE COUNCIL,
14th October, 1840.

Present: The Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable R. S. Jameson, Vice-Chancellor; John Simcoe Macaulay.

1st. The Bursar reported that the following persons had paid up their purchase money in full for the lands set opposite their names, and now requested to have their Deeds, viz:—

Henry Webster,.....	20, 2, Charlotteville.
J. R. Macaulay,.....	11, A. Murray,
W. C. Keele,.....	E. $\frac{1}{2}$, 37, 2, York from the Bay.
Samuel Dunck,.....	S. $\frac{1}{2}$, 18, 7, Seymour.
Daniel Maybee,.....	37, A. Etobicoke.
Wm. Richardson,.....	N. $\frac{1}{2}$, of E. $\frac{1}{2}$, 11, D. Scarborough.
Robert Stinson,.....	E. $\frac{1}{2}$, 12, 2, York, West Yonge Street.
G. S. Boulton, Esquire,	N. $\frac{1}{2}$, 28, 1, Clarke.
Samuel Harris,.....	N. $\frac{1}{2}$, 5, 3, Trafalgar.
Joseph Fish,.....	N. $\frac{1}{2}$, 5, 2, Trafalgar.

Ordered that the Deeds be issued.

2nd. Mr. Birdsall, who had been directed to enquire into the depredations committed on the lands belonging to the College, in the Township of Seymour, having by his letter dated 14th ult., reported

Appendix
(E.E.E.)

31st July.

certain parties as trespassers, it was ordered that the Bursar do transmit Mr. Birdsall's letter to the Solicitor, with instructions to take all necessary steps for the protection of the College property.

3rd. The Bursar submitted the Surveyor General's Account for Maps supplied to the Bursar's Office, amounting to £20 10s. currency; whereupon it was resolved, that the Bursar do discharge the same.

4th. The Members present, not being sufficient to form a quorum, adjourned the meeting to Saturday next, at two o'clock.

(Minute Book, Vol. II, pp. 20—3.)

MEETING OF THE COUNCIL,
17th October, 1840.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable R. S. Jameson, Vice-Chancellor; Honorable W. Allan.

The Members present, not being sufficient to form a quorum for general purposes, adjourned the meeting to Saturday next, 24th instant, at 2 o'clock.

(Minute Book, Vol. II, p. 203.)

MEETING OF THE COUNCIL,
21st October, 1840.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable R. S. Jameson, Vice-Chancellor; John Simcoe Macaulay; Honorable W. Allan.

1st. Read the Minutes of the last full meeting of Council, held on the 27th June last, with Minutes of the subsequent incomplete meetings.

(Minute Book, Vol. II, page 225.)

MEETING OF THE COUNCIL,
27th January, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Rev. Dr. McCaul, L.L.D., Principal of Upper Canada College; Honorable W. Allan.

The Council did not take place for want of a quorum.

The Members present sanctioned the issue of the following Deeds and Leases:—

DEEDS.

T. G. Ridout, Esq. for lot 16, 4, Scarborough.
J. T. Chambers, N. 150 acres of C. 3, Nelson N.D. St.
Abraham Knowles, 21 in 2 and 3 Range Pickering.
Aguila M. Walsh, 11, 5, Charlotteville.
Messieurs Wade and Jackell, S. 130 acres of 34, 1, Hamilton.
Do do N. 52 do 32 Broken front, do.

Appendix
(E.E.E.)

Taylor Raglin, for N. part of No. 10, S. side March St., Block D, Toronto.

31st July.

LEASES.

John McTaggart, for 15, 8 Camden East, to renew.
David B. Bates, for S. $\frac{1}{2}$, 30, 2, Trafalgar, do.
Luther Herriman, S. $\frac{1}{2}$, 3, 2, Whitby, do.
Christopher Wilson, N.E. $\frac{1}{4}$ of do do do.
Christopher Oakes, N.W. $\frac{1}{2}$ of do do do.
James McCabe, N.W. $\frac{1}{2}$ S. $\frac{1}{2}$, 9. 2 Hamilton do.

The Bursar, having represented the necessity of immediate steps being taken to check the depredations going on upon the timber of the College Lands, the Members present directed him to consult with the Solicitor, and endeavour to bring the offenders to justice.

There appearing to be several other matters that require the immediate consideration of the Council, the Members present adjourned the meeting to next Saturday, the 30th instant, at 2 o'clock.

(Minute Book, Vol. II, p. 232.)

MEETING OF THE COUNCIL,
6th February, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable R. S. Jameson; Honorable W. Allan.

The Members present sanctioned the issuing of a deed to Simeon Bullen, for the North 100 acres of lot No 23, in the first concession of Camden, North of the Lingwood roads. The Members present, not being sufficient to form a quorum for general business, adjourned the meeting to Wednesday week, the 17th instant, at two o'clock.

(Minute Book, Vol. II, p. 239.)

MEETING OF THE COUNCIL,
6th March, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, Principal Upper Canada College; Honorable R. S. Jameson, Vice-Chancellor.

The Members present, not being sufficient to form a quorum, the Council adjourned.

The Members present sanction the issue of the following Deeds:—

- To Samuel Snyder, for lot No. 34, in 5 Concession Markham, 200 acres
- To Elijah Doan, E. $\frac{1}{2}$ of N. $\frac{3}{4}$ of 5, 2, Woodhouse, 75 acres.
- To John O'Hara, for N.W. $\frac{1}{4}$ of 3, 10, Trafalgar (N.S.), 50 acres.
- To Sampson Baker, for No. 20, 10, Charlotteville, 60 acres.
- To Alexander Brodie, for W. $\frac{1}{4}$ of 1, 2, Chinguacousy, E.H. St. 50 acres.

(Minute Book, Vol. II, p. 250—252)

Appendix
(E.E.E.)

31st July.

MEETING OF THE COUNCIL,
30th June, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable W. Allan; Honorable John Simcoe Macaulay.

The Members present were not sufficient to form a quorum.

The Bursar submitted the following statement of the unappropriated funds of King's College and the Grammar School:—

Statement of the unappropriated Funds of King's College, on 30th June 1841:—

Provincial Debentures,.....	£32,406	15	5
Stock of the Bank of Upper Canada,.....	250	0	0
Stock of Gore Bank,.....	187	10	0
Balance in the Bank of Upper Canada,.....	1,507	16	2
Balance in the Bursar's hands,...	36	9	6 $\frac{1}{2}$
Interest due on Debentures and Bank Stock,.....	132	11	7
	<u>£34,521</u>	<u>2</u>	<u>8$\frac{1}{2}$</u>

Statement of the Grammar School Fund, on the 30th June, 1841:—

Capital invested in Provincial Debentures,.....	£14,359	0	0
Interest invested in do till required,.....	1,000	0	0
Balance in Bank Upper Canada,	73	16	1
	<u>£15,432</u>	<u>16</u>	<u>1</u>

The Bursar was directed to issue Deeds to the following persons for the lands set opposite their names, they having completed their purchases:—

- J. B. Wakefield, E. $\frac{1}{2}$, 5, 3, East Gwillimbury.
- Phillip Barret, 4 broken fronts, Walshingham.
- Jabbeus Kellum, E. $\frac{1}{2}$, 5, 10, Townsend.
- Edward Weler, W. $\frac{1}{2}$, 11, 9, Markham.
- Wm. Winskel, E. $\frac{1}{2}$, 15, 14 Burford.
- James Graham, S.N. side March Street, City of Toronto.
- John Gracy, E. $\frac{1}{2}$, 19, H. Etobicoke.

The Members present set prices on 21 lots of College Lands.

Petitions were read from the following persons, against the high prices that had been placed on their lands:—

- John Fergusson, 5 in 4, 5, 6 Concession West Gwillimbury.
- Wm. Pennock, 6 in 4, Markham.
- Wm. Forster, 6 in 9, Gore of Toronto.
- Wm. Anderson, 21 in 3, Whitby.

The parties to be informed that no alteration can be made in the prices set on their lands, but that leases will be granted should the parties require them.

Appendix
(E.E.E.)
31st July.

A letter from the Reverend Benjamin Cronyn, dated 21st instant, was read, in which he states the inability of Mrs. Burgess to pay the arrears of rent due to the College, on lot No. 3, concession A, London, and her willingness to surrender the lease; also stating that a Mr. Forster is desirous of purchasing the lot.

The land to be offered to him (Mr. Forster) at 30s. per acre.

Joseph Smith applied for an extension of time to complete the payment of his arrears on lot 11, in 2nd concession of East Tilbury. A reasonable time to be allowed him.

The purchasers of lot No. 1, Church Street, south of March Street, and lot No. 4, Richmond Street, both in Block D of this City, having been ejected by the College from their premises, for non-fulfilment of their arrangements; and other parties having offered to take these lots at the original price, paying the interest in arrears from the date of the original sale. The Bursar was directed to sell the said lots to the new applicants on the conditions mentioned.

The Trustees of the Johnstown District Grammar School, having applied to the Council of King's College to recommend to them a gentleman qualified for the office of Head Master to their District Grammar School in Brockville, the testimonials of the following gentlemen transmitted to the Council in compliance with an advertisement notifying the vacancy, were taken into consideration, viz:—

Mr. Walter Crofton,
Mr. Edward Chapman,
Mr. Samuel Read,
Mr. William Williamson,
Mr. Henry Hill.

When choice was made of Mr. Chapman to be recommended for the appointment in question, who in addition to his other qualifications had taken a degree of Bachelor of Arts.

The Members present adjourned.

MEETING OF THE COUNCIL,
29th September, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable Wm. Allan; Honorable John Simcoe Macaulay.

The Members present were not sufficient to form a quorum for general business.

The Members present directed Deeds in fee simple to be issued to the following persons, for the lands set opposite their names, they having paid up their purchase money in full, viz:—

Francis Leys,	S. $\frac{1}{2}$, 9, 2,	Pickering.
Joseph Collings,	5, 3,	Nelson, N.S.
Jacob Marr, W. $\frac{1}{2}$, of W. $\frac{1}{2}$,	17, 9,	Markham.
Thomas C. Reilly, W. $\frac{1}{2}$,	of 22, 4,	Cavan.
John Stobo,	W. $\frac{1}{2}$,	21, 6,
Andrew Miles,	N. $\frac{1}{2}$,	9, 2,
Benjamin Jennings,	N. $\frac{1}{2}$,	20, 2,
Thomas Choat,	S. $\frac{1}{2}$,	9, 7,
do do	N. $\frac{1}{2}$,	7, 7,

The Members present directed the Registrar to write to Mr. Thomas Young, requiring him to deposit in this office, the Drawings, Specifications, &c. which he prepared for the intended University of King's College during the time he was receiving a salary as Architect to the University; and which, from his letter of the 15th July 1839, the Council was led to expect he would have deposited within a short time from that date. The Members present directed that a special inspection and report should be made of lot No. 6 in the 10th Concession, and of the South-East part of lot No. 5 in the 11th Concession of Seymour, proposed by the Commissioner of Crown Lands to be exchanged for their lands of equal value.

They also directed instructions to be given to the Solicitor of the University to proceed in the prosecution of trespassers on the College Lands in Seymour.

They also directed the Registrar to apply to Mr. Harrison for a copy of the Act lately passed by the Provincial Legislature, intituled, "An Act to make temporary provision for the appropriation of the Funds derived from the sale of School Lands in that part of the Province formerly Upper Canada, and for other purposes."

MEETING OF THE COUNCIL,
17th November, 1841.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; W. H. Draper, Attorney General; John Simcoe Macaulay.

The Members present, not being sufficient to form a quorum, the Council did not take place.

The Members present sanctioned the issuing of seven Deeds, in fee simple, to the following persons for the land set opposite their names, the Bursar having reported that they had paid up their purchase money in full, viz:—

John J. Chambers,	6, 3,	Nelson.
John Neelands,	W. $\frac{1}{2}$, 15, 1,	Toronto, E.H.S.
John Lesslie, jun.,	W. $\frac{1}{2}$, 12, 5,	do W. do.
Samuel Switzer,	W. $\frac{1}{2}$, 9, 5,	do do.
Hugh Cook,	N.E. $\frac{1}{2}$, 11, 7,	Gore of Toronto, S.D.S.
Isaac C. Proctor,	E. $\frac{1}{2}$, 34,	A. Murray.
Wm. Nicholls,	S. $\frac{1}{2}$, 20, 4,	Markham.

The Members present also sanctioned the issuing of a separate Deed, in fee simple, for 25 acres of lot No. 35, in the third Concession of York from the Bay, to John Coulson, transferred of John Burkholder, on his completing the payment of one-eighth of the purchase money, and arrears of interest due on the whole lot.

Application having been made from some settlers in Wilmot, to purchase the rear 150 acres of lots in that Township upon the terms held out to the original settlers, namely 12s. 6d., per acre, if purchased within seven years of the date of the arrangement, and which term expired in 1836. It was agreed that such applications can no longer be assented to by the Council; and that, for the future, these rear parts of lots must be sold, like other lands, at their full value.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July

(Minute Book, Vol. II, p. 269—271.)

Meeting, 26th January, 1842.

Present: The Honorable and Right Reverend the Lord Bishop of Toronto, President; Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable Wm. Allan; Honorable John Simcoe Macaulay.

No. 3. The Bursar reported that the following purchasers had paid in full for the land set opposite to their names, and now applied for their Deeds, in fee simple, viz:—

Hugh Cook, N.E. $\frac{1}{2}$, 11, 7, Gore of Toronto, S. D. Street.

William Nicholls, S. $\frac{1}{2}$, 20, 4, Markham.

Joseph Secor, N. W. $\frac{1}{4}$, 21, D. Scarborough.

Wm. Beattie, N. $\frac{1}{2}$, of S. $\frac{1}{2}$, 5, 7, Gore of Toronto.

George Lamphere, E. 50 acres 7, 4, York, E.Y. St.

Jacob Vanorman, W. $\frac{1}{2}$, 9, 2, Nelson, N.D. street.

Thomas Bennet, E. $\frac{1}{2}$, 9, 2, do do.

No. 4. Read the Petitions of:—

John Rutherford, 11, 1, Albion.

Wm. and Chas. Irwin, N. $\frac{1}{2}$, and S. $\frac{1}{2}$, B. 4, Toronto, E. Hurontario Street, both applying for a diminution of the price set on their lands. Not assented to.

5. Read the Petition of Mary Bingham, N. $\frac{1}{2}$, 4, A. Montague, praying the Council to withdraw a charge made against her for rent accruing on her land prior to the time when it was first occupied by her late husband.

It appearing that the land had been abandoned when her late husband came into possession, the Members present considered that the College had no right to claim this rent from Mrs. Bingham, and therefore directed her to be relieved from the charge.

6. Read a petition, dated 27th December last, from certain German Settlers, in the Township of Wilnot, praying that they may be permitted to purchase the rear 150 acres of their lots of land, belonging to the College, at 12s. 6d. per acre, being the price at which the land was promised them, when they first came to the Country, provided they purchased it within seven years.

The agreement between the Government and these German settlers is dated the 5th August, 1828, the seven years allowed for the purchase consequently expired in 1835, other applications from individuals have also, at different times, been made to the Council and refused, and the lands sold at a fair valuation. The Members present, therefore, could not assent to this petition.

7. The Registrar reported the receipt of the warrant of His Excellency, the Administrator of the Government, appointing the Honorable L. P. Sherwood, a Member of the College Council.

8. The Members present, not being sufficient to form a quorum for general business, adjourned.

MEETING OF THE COUNCIL,
27th April, 1842.

Present: The Reverend Dr. McCaul, L.L.D., Principal Upper Canada College; Honorable William

Allan; Honorable J. S. Macaulay; Honorable L. P. Sherwood.

Appendix
(E.E.E.)

31st July.

1. Read a letter from Mr. Birdsall, employed to protect the College property in the Township of Seymour, stating that he had caused James Prentis to be fined £5, under the summary punishment Act, for depredations committed on the timber of the lot of land upon which the said Prentis is a squatter; and recommending, for the reasons stated in the letter, that the fine should be remitted.

The Members present directed the fine to be remitted, provided James Prentis became the purchaser of the lot.

2. Mr. Birdsall also represented the insufficiency of the remuneration assigned to him by the Council for the duties he has to perform; and proposed that he should be allowed 20s. per diem for the time he may be employed in business for the College, being the rate at which he is paid by the Government, and Canada Company, for similar services.

The Members present assented to this arrangement for the present season only.

3. The Members present directed Mr. Stennett's bill for the Plate and Trowel used in the ceremony of laying the foundation-stone of the University, amounting to £46 19s. currency, to be paid.

4. They also directed that Mr. Richey be called upon for his bill for the Stand, &c.

5. Mr. Richey, having applied for permission to erect some shanties on the College grounds for the accommodation of his workmen, and the protection of the work itself, and for leave to place a shanty at the entrance of the avenue from Yonge Street, the Members present gave permission for the erection of the shanties on the grounds; and directed that the Architect should supply a design and estimate for a Lodge at the gateway next Yonge Street.

6. The Members present directed the Registrar to write letters of thanks, in the name of the Council, to Lieut. Col. Sparks, Lieut. Col. Furlong, William Cayley, Esq., George Gurnett, Esq., — Rudyard, Esq., and Mr. Beckett, for the assistance they severally afforded in the ceremony of laying the foundation-stone of the University.

7. The Bursar submitted the following statement of the unappropriated funds of King's College on this day.

8. The Members present, not being sufficient to form a quorum for general business, adjourned to Saturday next, at 2 o'clock.

REPORTS.

(Minute Book, Vol. II, pp. 280-1.)

MEETING OF THE COUNCIL,
5th March, 1842.

The President placed before the Council the following letter from His Excellency the Chancellor, dated the 1st instant:—

Appendix
(E.E.E.)

31st July.

furnish him with an income adequate to the wants of his numerous family; and he requires time to make other arrangements which will enable him to do so.

EDMOND RIDOUT.

RIDOUT, EDMOND.—Clerk in the Bursar's Office.

Present: The Vice-President; the Dean.

Extract from Land Commissioner's Book, under No. 2, October 7th, 1847, page 1st:—

The case of S. $\frac{1}{2}$, 22, 7, Soymour, was stated, from which it appears that Mr. Craig, the purchaser of this lot, understands £60 to be due upon it, but that, on examining the account, it appears that the last credit is for £60, principal and £9, interest received June, 1839, with which sums Mr. E. Ridout, then Clerk in the Bursar's Office, debited himself.

There appearing no evidence that Mr. Craig ever paid any such sum, the Committee recommend that the Bursar do settle with Mr. Craig, as though no difficulty of any kind existed; and that, as further defalcations on the part of Mr. Ridout, have been discovered the sums above stated by him, as received, be retained, as a set off against them.

RIGHT OF WAY.

(Council Letter Book, Vol. 1, p. 283.)

TORONTO, 4th March, 1842.

SIR,

I have the honor to acquaint you, for the information of the Council of King's College, that having had under consideration, for some time past, the claim of the Law Society to the whole or the greater part of the one chain in width in Lot Street, conveyed to the Chancellor, President and Scholars of King's College, on the 2nd day of December, 1829, by the Honorable John Beverly Robinson, and now forming part of the plantation or avenue, occupied by the Council of that University. For the purpose of preparing such an instrument in writing, acknowledging the right of the Law Society, to be executed by the Chancellor, President and Scholars of King's College, as would satisfy the Law Society.

It appears, by reference to the prior Deed from Mr. Robinson to the Law Society, dated 18th June, 1828, a grant was made of the one chain on Lot Street, which was subsequently deeded by that gentleman to the University, in the following words:—
“And further the said John Beverly Robinson and Emma, his wife, did, and each of them doth give, grant, assign and appropriate to and for the use of the Law Society of Upper Canada aforesaid, their successors and assigns, their servants and agents and all, every or any other of His Majesty's subjects for their free egress and regress, with their Horses, Teams, Cattle, Carts, and other Carriages, as occasion may require in all times to come, a road and right of way of one chain breadth at the least in its whole course on the

West side of the said six acres,” and they do thereby further covenant “that they will not at any time or times hereafter, for ever, close up or obstruct or in any wise encumber the said road and way, or forbid, oppose, or in any way impede the free egress and regress to the Law Society of Upper Canada aforesaid, their successors or assigns, their servants or agents, or any other of His Majesty's subjects, in their passing and repassing with their Horses, Teams, Cattle, Carts and other Carriages as occasion may require in upon, &c., till said road and way given, granted, assigned, and appropriated for the purpose of a public way as aforesaid.”

By this it appears that the one chain in question was granted by Mr. Robinson as a road or highway, not only for the use of the Law Society, but for the public in general, and as, in my opinion, any person may hereafter compel the University to throw open the road to the great injury, and, in fact, destruction of the College Avenue, it is of importance that some arrangement should be made, if possible, to prevent so serious an evil.

I therefore take the liberty to suggest to the College Council the propriety of negotiating with the Law Society for the purchase of a slip of land upon the Western side of their block, about 51 feet, which with the 15 feet lying between their lot and the Eastern boundary of the College Avenue, as now laid out, could be dedicated to the public for a road, and afford, if not greater, the same advantages to the Law Society, that their retaining the right to that part now in the occupation of the University could secure. Upon such an arrangement being entered into so much of the road dedicated by Mr. Robinson, as is now occupied by the Avenue, might, by application to the Legislature, be vested in the Corporation of King's College.

I have, &c., &c.,

(Signed,) JAMES E. SMALL.

SALARIES.

(Minute Book, Vol. III, pp. 43-44.)

MEETING OF COUNCIL,
4th November, 1843.

Of the Salaries of the Vice-President and Professors.

(Signed,) T. C. METCALFE.

By the College Council of the Chancellor, President and Scholars of King's College, Toronto, in that part of the Province called Upper Canada:—

Be it enacted and ordained, That the following shall be the annual salaries of the Vice-President, and the several Professors of this University respectively; that is to say:—

Of the Vice-President, £250 of sterling money, of the United Kingdom of Great Britain and Ireland.

Of the Professors:—

1st. Of the Professor of Classic *Belles-Lettres*, Rhetoric and Logic, £500.

2nd. Of the Professor in Divinity, Metaphysics and Moral Philosophy, £500:

Appendix
(E.E.E.)

31st July.

Appendix
(E. E. E.)

31st July.

3rd. Of the Professor of Mathematics and Natural Philosophy, £450.

4th. Of the Professor of Experimental Philosophy and Chemistry, £450.

5th. Of the Professor of Anatomy and Physiology, £200.

6th. Of the Professor of the Theory and Practice of Physic, £200.

7th. Of the Professor of Law and Jurisprudence, £100.

8th. Of the Professor of the Principles and Practice of Surgery, £200

9th. Of the Professor of Midwifery and the Diseases of Women and Children, £200.

10th. Of the Professor of Materia Medica, Pharmacy and Botany, £200.

11th. Of the Professor of Practical Anatomy, and Curator of Anatomical and Pathological Museums, £250.

Of sterling money of the said United Kingdom.

That all the said annual salaries shall be paid out of the annual income of this University, and out of that only; and shall be payable each, in four quarterly payments, on the 1st January, 1st April, 1st July and 1st October, in each and every year.

The foregoing communication from His Excellency the Chancellor, was deferred for full consideration to the next meeting.

(Minute Book, Vol. III, p. 51, No. 2.)

MEETING OF COUNCIL,
18th November, 1843.

The two chapters of the Statutes proposed by His Excellency the Chancellor, were introduced, put from the Chair, clause by clause, and passed without amendment; Professors Potter and Croft being dissatisfied with certain portions thereof, as explained in the subjoined statements:—

Professor Potter records his dissatisfaction at the inequality of the salaries of the four first Professorships, he, having accepted the Professorship of Mathematics on the assurance of Lord Lyttleton in these words, "undoubtedly the Mathematical Professorship is on a level with any others in the University."

The objection which Professor Croft entertains to the 2nd Statute, refers principally to the salaries of the Medical Professors, and are based on two grounds: firstly, because they are not in accordance with the promise long since made to persons holding some of the Professorships; and, secondly, because several of the salaries are not in proportion to the work required, as may be seen by reference to the Report of the Committee appointed by the Council for arranging the Medical School.

(Minute Book, Vol. III, p. 57, No. 3.)

MEETING OF COUNCIL,
27th December, 1843.

Read a letter from J. M. Higginson, Esquire, Private Secretary of His Excellency the Chancellor, transmitting a Memorial from Dr. Sullivan for a reconsideration of his salary:—

Whereupon, it was moved by Dr. McCaul, that the Council having taken into consideration the Memorial of H. Sullivan, Esquire, and the accompanying letter of Dr. Widmer, transmitted to them by His Excellency the Chancellor's Private Secretary, regret that they cannot accede to any augmentation of salary as they do not perceive any adequate reason for altering the provisions of the Statute recently passed, or adding to the expense of the University, which, even at present, seems to be overburdened.

(Minute Book, Vol. III, p. 308, No. 7.)

MEETING OF THE COUNCIL,
29th April, 1846.

Read the following letter from Secretary Higginson:—

GOVERNMENT HOUSE,
MONTREAL, 6th April, 1846.

SIR,

In the Minutes of the proceedings of the Council of King's College, at a meeting held on the 24th ultimo, and received with your letter of the 28th; His Excellency the Chancellor observes a resolution granting a salary of £100 per annum, to the Professor in Divinity for discharging the duties of Chaplain.

Referring to the Minutes of Proceedings, under date of the 30th October, 1844, relating to this subject, and to my letter to you of the 8th December following, to which you are requested to draw the attention of the President and Council, and taking into consideration the opinion of the Visitors communicated on the 17th December last, in regard to the appropriation of money in the shape of salaries to Professors or others; the Chancellor finds himself unable to approve of the Resolution, as he conceives that no salary or increase thereof can be properly granted by mere vote of Council, but that a Statute is required to authorize an appropriation for such purpose.

With respect to the expediency of at present increasing the salary assigned to the Professor in Divinity, His Excellency is disposed to concur in the opinion expressed by the late Chancellor, Lord Metcalf.

I have the honor to be,
Sir,
Your most obedient
humble Servant,

(Signed,) J. M. HIGGINSON.

Appendix
(E. E. E.)

31st July.

Appendix
(E.E.E.)

31st July.

(Minute Book, Vol. III, p. 186. No. 4.)

MEETING OF THE COUNCIL,
19th April, 1845.

Moved by the President, that the dues for tuition in Upper Canada College, shall be remitted in favour of the sons of the Professors of the University; which motion, being seconded by the Principal of Upper Canada College, was put and carried.

(Minute Book, Vol. III, p. 214, No. 14.)

12th July, 1845.

Moved by the President, that the remuneration of the resident Professor for the first year, shall be £50, Provincial sterling per annum, and fuel for the apartments occupied by him; which motion, being seconded by the Vice-President, was put and carried.

(Minute Book, Vol. III, p. 283, Nos. 8, 9.)

MEETING OF THE COUNCIL,
24th March, 1846.

Moved by the President, that the Chaplain shall receive One hundred pounds, currency, per annum, for discharging the duties of his Office; which motion, being seconded by the President, was put and carried. Professor King, dissenting.

Moved by the President, that as Dr. Beaven has discharged those duties since the commencement of the University, he be paid at that rate, deducting the first year, a period during which he offered to discharge them gratuitously; which motion, on being seconded by the Vice-President, was carried by the casting vote of the President. Professor King, dissenting.

(Minute Book, Vol. III, p. 380, No. 12.)

Moved by the Vice-President, that the Professor of Practical Anatomy, receive the sum of £50 for the extra-duty which is being discharged by him during the present Medical Session; which motion, being seconded by the Principal of Upper Canada College, was put and carried.

(Minute Book, Vol. III, p. 443, No. 13.)

MEETING OF THE COUNCIL,
26th January, 1848.

Moved by the Dean, that the allowance of £50 sterling, be paid to Professor Sullivan, for extra-duty discharged during the present Medical Session; which motion, being seconded by the Proctor, was put and carried.

MEETING OF THE COUNCIL,
5th February, 1848.

Moved by Professor Gwynne, that in future, no allowance, in lieu of salary for duties performed or to be performed, be made to Professors or others,

without the sanction of a Statute duly passed; which motion, being seconded by the Solicitor General, was put and carried.

Appendix
(E.E.E.)

31st July.

(Minute Book, Vol. III, p. 460.)

MEETING OF THE COUNCIL,
22nd March, 1848.

The undersigned beg further to represent to Your Excellency, that inasmuch as the Professional Salary is already fixed by Statute, at £500 sterling, it would, in their opinion, be expedient, in order to prevent future confusion, to keep it separate from that of President; and that as the greater portion of the remaining duties assigned to the President—if the principle set forth in the above Address be recognized—are already performed, either by the Council or the Hebdomadal Board, it would be proper that the salary should be proportioned to the amount of duty actually imposed upon that Officer and to the available assets of the Institution. But the undersigned, after a careful investigation of the annual returns furnished by the Bursar, are convinced that the capital has, since the opening of the University, suffered a diminution, averaging not less than £5000 per annum. They are of opinion that in any future arrangements relating to the expenditure, Your Excellency should be satisfied that the income is sufficient to meet the proposed charges.

(Signed,) WM. C. GWYNNE.
HENRY CROFT.

March 25th, 1848.

GRAMMAR SCHOOLS.

(Minute Book, Vol. II, p. 224.)

MEETING OF THE COUNCIL,
16th December, 1840.

Read a letter from the Honorable the Attorney General, dated the 27th ultimo, enclosing a Deed from the Lord Bishop of Toronto, conveying to the Chancellor, President and Scholars of King's College, two blocks of land situated in Toronto, denominated in the plan of that City by the letters D. A.

The following is a marginal note to the above Minute:—

The Council possesses a conveyance of block D. in which it is stated that three-fourth of an acre of it have already been deeded to the Catholic School. Sent both the Deeds for block D. to the Attorney General for his inspection.

18th December, 1840.

(Minute Book, Vol. II, p. 223, No. 2.)

Statement of the Grammar School Fund in 1840.
December 16th:—

Appendix
(E.E.E.)
31st July.

Provincial Debentures,.....	£14,359	0	0
Interest on the above Debentures standing to the Account of King's College for Grammar Schools in the Books of the Bank of Upper Canada,.....	660	1	7
	£15,019	1	7

Statement on the 30th January, 1841 :—

Provincial Debentures,.....	£14,359	0	0
Balance of Cash standing to the Account of the College of King's Council for Grammar Schools in the Books of the Bank of Upper Canada,.....	889	18	11
	£15,248	18	11

Statement on the 14th April, 1841 :—

Capital invested in Provincial Debentures,.....	£14,359	0	0
Interest invested in do. till required,	1,000	0	0
	£15,359	0	0

30th June, 1841 :—

Capital invested in Provincial Debentures,.....	£14,359	0	0
Interest invested in do. till required,	1,000	0	0
Balance in Bank of Upper Canada,	73	16	1
	£15,432	16	1

29th September, 1841 :—

Capital invested in Provincial Debentures,.....	£14,359	0	0
Interest invested in do. till required,	1,000	0	0
Do. in Bank of Upper Canada,	244	5	4
Do. due on Debentures,.....	80	0	0
	£15,683	5	4

31st December, 1841 :—

Capital invested in Provincial Debentures,.....	£14,359	0	0
Interest invested in do. till required,	1,000	0	0
Do. deposited in Bank of U. C.,	439	16	0
Do. due on Debentures,.....	220	0	0
	£16,018	16	0

(Council Letter Book, Vol. I, p. 242.)

SECRETARY'S OFFICE,
KINGSTON, 17th December, 1841.

SIR,

I have the honor to acquaint you, that the Administrator of the Government in Council has had under consideration your letter requesting instructions on the subject of sale and management of the School lands under 4 and 5 Vic. cap. 9, and that, on a consideration thereof, His Excellency was pleased to

Appendix
(E.E.E.)
31st July.

approve of a Report thereon by a Committee of Council, a copy of which, I enclose for the information of King's College Council. I am, at the same time to request, that you will convey to the Committee of King's College Council appointed to report on School lands, and to their Chairman, the Honorable J. S. Macaulay, the expression of His Excellency's thanks, for the great care and attention they have bestowed in investigating and reporting on the School lands.

I am further to call your attention to the 3rd Clause of the Statute, passed 18th September, which requires the King's College Council, or their Bursar or Treasurer, within three months after its passing, to transfer and pay over to the Receiver General, all Debentures unredeemed, and sums of money arising from unexpended arrears of interest, which may have accrued thereon.

I have, &c.

(Signed,) JAMES HOPKIRK.

To Dr. Boys.

Copy of a Report of the Committee of the Executive Council, of the 14th December, 1841, approved by His Excellency, the Administrator of the Government, on a letter of the Bursar of King's College, requesting instructions on the subject of the sale and management of School lands, under the Provincial Statute 4 and 5 Vic. cap. 19.

The Committee of Council have had under consideration a letter from the Bursar of King's College, requesting instructions on the subject of the sale of School lands, under the Provincial Statute 4 and 5 Vic. cap. 19, and representing, in effect, that although the Act provides that the management and sale of the said School lands, shall continue to be conducted by the said Council of King's College, until further provision shall be made in that behalf, at any future session of the Legislature, yet the said lands had never been managed or sold under the direction or Superintendence of the King's College.

By the Provincial Statute 2 Vic. cap. 10, the funds arising from the sale of School lands, were placed in the charge and management of the King's College Council; and certain powers were given that body in the disposal of the yearly proceeds of the invested funds, but by the Statute first above mentioned, these funds are directed to be restored to the charge of the Receiver General, and all power of disposition is taken away from King's College, and certain powers of the same nature are vested in the Executive Government.

During the time in which the Council of King's College had the custody and charge of the funds arising from the sale of School lands, a Committee of the College Council, with the Honorable John Simcoe Macaulay for its Chairman, laboured with great assiduity and success in restoring to order, and exhibiting a clear and regular statement of the condition of the School funds, and the Committee are convinced that the Government will feel great pleasure in acknowledging its obligation to Mr. Macaulay, for the ability and care with which he pursued this difficult investigation, and for the satisfactory manner in which he shewed the result of his disinterested labours.

Appendix
(E.E.E.)
31st July.

The sale of the School lands has been of late years conducted by Agents, formerly appointed during the continuance of the Board of Education, but without any system directed by the Government, or control exercised over the acts of the Agents. No department of the Government was in charge of this important branch of revenue, appropriated for Education; and although the want of Departmental Superintendence was always sufficiently felt, such was the difficulty of acquiring an accurate knowledge of the state of the sales and accounts, that an inquiry and report, such as the one conducted in the Council of King's College, was deemed to be necessary, before the management of the School lands could be transferred with advantage to any office of the Government.

Under the misapprehension mentioned in the letter of the Bursar of King's College, the Legislature, desirous no doubt that no change should be made in a mode of sale and management which was supposed to be in existence until the same should be permanently settled, provided for the continuance of the sale and management of the School lands by the College Council, whereas, in fact, these matters were never placed in charge of that body.

The Committee of Council are of opinion, that as the Executive Government have the only charge of the disposal of the funds, and as these are in the hands of the Receiver General, and as, moreover, it is highly convenient that all public lands should be disposed of in one department, the most advisable course would be to place the schedules, furnished by the King's College, in the hands of the Commissioner of Crown lands, with instructions to attend to the sale and management of these lands, and to the receipt of money due on former sales; and with the further instructions to adopt the regulations lately made and approved by Her Majesty in Council for

the sale of Clergy Reserves as applicable to the School lands, and the disposal thereof; and further, that the sales and receipts be managed by the Commissioner and his Agents in the country without further using the services of the former Agents for the sale of School lands.

The Committee further recommend, that the Provincial Secretary for the Western division of the Province, do see this order carried into effect.

Certified.

(Signed,) W. H. LEE.

KING'S COLLEGE OFFICE,
24th December, 1841.

SIR,

I have received instructions to pay over to you the Grammar School funds now held by the Council of King's College, in compliance with the 3rd clause of the Provincial Statute. These funds consist of the Provincial Debentures, received from you on the 14th April, 5th and 19th of June, 1840, amounting to £14,359, with accrued interest, amounting to £1,439 16s., of this latter sum £1000 is invested in a Provincial Debenture. I request you will empower some person to receive this money, who may deliver to me your receipt for it in duplicate; and I enclose a set of receipts for your Signature, should you approve of the form, if not they will enable you to frame one more suitable.

I have the honor, &c.,

(Signed,) H. BOYS.

To the Receiver General.

(Council Letter Book, Vol. I., pp. 247-8.)

Particulars of the Grammar School Funds.

Provincial Debentures.		Service.	Amount.			Amount.		
Number			£	s.	d.	£	s.	d.
7	.....	War Losses	400	0	0			
do	8	do	100	0	0			
do	198	Burlington Bay Canal	333	6	8			
do	250	do do do	250	0	0			
do	251	do do do	250	0	0			
do	254	do do do	83	6	8			
do	255	do do do	83	6	8			
do	35	do do do	666	13	4			
do	98	do do do	833	6	8			
do	201	do do do	333	6	8			
do	99	Kettle Creek	3000	0	0			
do	195	Burlington Bay Canal	666	13	4			
do	442	Thames Bridge	119	13	4			
do	443	do do	119	13	4			
do	444	do do	119	13	4			
do	445	Welland Canal	2000	0	0			
do	21	Burlington Bay Canal	1000	0	0			
do	22	do do do	1000	0	0			
do	23	do do do	1000	0	0			
do	416	Queenston Road	2000	0	0			
Accrued Interest.								
do	446	Hamilton and Brantford Road	1000	0	0			
		Cash	439	16	0			
						14359	0	0
						1439	16	0
						£	15798	16 0

(Signed,) H. BOYS.

KING'S COLLEGE OFFICE,
23rd December, 1841.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

Received from Dr. Boys, Bursar of King's College, the above sum of Fifteen thousand seven hundred and ninety-eight pounds, sixteen shillings, stated to be the amount of the Provincial Grammar School fund now transferred to me from the College Council, pursuant to the third Clause of the Provincial Statute, 4 and 5, cap 19.

(Council Letter Book, Vol. II, p. 57.)

LEGISLATIVE ASSEMBLY,
COMMITTEE ROOMS, 12th February, 1845.

SIR,

The Committee appointed to inquire into the present method of disposing of the public lands will thank you to furnish them with a statement of what portion of the 225,944 acres of land set apart for the University, and 66,000 acres for Upper Canada College, and 25,000 acres for District Grammar Schools have been disposed of; the amount collected and the amount due; in what manner the proceeds are invested, and the balance in hand of either of those funds; whether those lands are still open for sale, and any other information you can furnish the Committee on this subject, and will oblige,

Your obedient servant,

WM. HAMILTON MERRITT.
Chairman.

KING'S COLLEGE OFFICE,
10th March, 1845.

SIR,

Your letter of the 12th ultimo, wherein, as Chairman of the Committee to inquire into the present method of disposing of the public lands, you request statements may be furnished you respecting the lands belonging to King's College and Upper Canada College, and the Grammar Schools, was submitted to the Council of King's College on the 26th ultimo, when I received direction to inform you that the application for such information, should be made through the Governor General, as Chancellor of the University, and that, in deference to the Committee, the Council has directed me to furnish it, in case His Excellency should call for the same.

I have the honor, &c.,

(Signed,) H. BOYS.
Bursar.

(Minute Book, Vol. II, p. 55, No. 10.)

MEETING OF THE COUNCIL,
11th July, 1839.

His Excellency was pleased to appoint John Kent, Esquire, Registrar and Bursar of King's College; and it was resolved, that the Registrar and Bursar be required to become bound himself in the sum of One thousand pounds, and sureties in the sum of Two thousand pounds, for the faithful discharge of the duties of his office, and for the accounting for, and payment of all monies which shall be received by him.

(Minte Book, Vol. II, p. 123-4, No. 5.)

MEETING OF THE COUNCIL,
16th September, 1839.

Read a letter from S. B. Harrison, Esquire, Private Secretary to His Excellency the Lieutenant Governor:

GOVERNMENT HOUSE,
7th September, 1839.

SIR,

I have the honor to acknowledge your letter of yesterday's date containing the names of certain Gentlemen whom you propose as your sureties, and I am commanded by the Lieutenant Governor to return you the same, in order that it may be submitted for the consideration of the Council of King's College.

I have the honor, &c.,

(Signed,) S. B. HARRISON.

H. Boys, Esquire,
Bursar and Registrar,
King's College.

(ENCLOSURE.)

KING'S COLLEGE OFFICE,
TORONTO, 6th September, 1839.

DEAR SIR,

I have to request you will do me the favour to submit for His Excellency's information, the following names of the Gentlemen who are willing to be my sureties for the appointment of Registrar and Bursar of this College, viz:—

Francis Leys, Esquire, Pickering.
Lawrence Hayden, Esquire, Whitby.

I beg, at the same time, to state that I tendered three names to the Council of King's College, on the 28th July last, at their first meeting after my nomination to the appointment.

I have the honor to be, &c.,

(Signed,) H. BOYS.

S. B. HARRISON, Esquire.

The Council approved of the sureties proposed by Dr. Boys, and directed that the Attorney General should be instructed to prepare the usual bonds; and that a copy of this Minute should be sent to the Attorney General with the necessary particulars to enable him to prepare the bonds.

(Council Letter Book, Vol. I, p. 167.)

GOVERNMENT HOUSE,
21st January, 1841.

SIR,

I have the honor, by the command of the Lieutenant Governor, to request that you will have the goodness to search among the documents and papers in the possession of King's College Council, for the purpose of ascertaining whether there is among them any

Appendix
(E.E.E.)

31st July.

Appendix (E.E.E.) 21st July.

bond by Mr. Markland, binding himself with or without security, duly to account for any monies which might come into his hands, as Treasurer of the Board of Education, or any thing to shew whether he ever gave any such Bond, and if so where it is likely to be deposited.

I have the honor, &c., (Signed,) S. B. HARRISON.

H. Boys, Bursar, King's College.

(Council Letter Book, Vol. I, p. 167.)

KING'S COLLEGE OFFICE, 23rd January, 1841.

SIR,

In reply to your letter of 21st instant, I have the honor to inform you, that very lately, at the request of the Honorable J. S. Macaulay, I searched through all the papers in this office for documents relating to the School lands, I can state we have not in our possession, any bond from Mr. Markland, as Treasurer of the Board of Education, nor any papers shewing that a Bond was ever given by him.

I have the honor, &c., (Signed,) H. BOYS.

To S. B. HARRISON, Esquire.

TENDERS.

(General Letter Book, Vol. II, p. 91.)

TORONTO, April 2, 1842.

GENTLEMEN,

My tenders for the wings of the New University of King's College, on 1st July, 1839 were as follows:

Table with 2 columns: Description and Amount. S.W. Wing of Kingston Stone, £7675; S.E. Wing, 7545; Total £15,220.

Of Hamilton Stone:—

Table with 2 columns: Description and Amount. S.W. Wing, £8184; S.E. Wing, 8054; Total £16,238.

I am willing, Gentlemen, to erect the buildings for the smaller sum, but there are some alterations in the buildings, together with some other contingencies such as duty on Stone &c., which, in my opinion, will amount to perhaps £500 or £600, and which were not contemplated at the time the first Tender was made.

GENTLEMEN,

After examining the specification of Mr. Young, on certain repairs at the Parliament Buildings, I am

of opinion that the probable cost would be about £200.

I am, &c.,

(Signed,) JOHN RICHEY.

(Minute Book, Vol. II, page 326, No. 4.)

MEETING OF THE COUNCIL, 18th May, 1842.

The Report of the Building Committee, having been received and adopted at the last meeting of the Council, and the modification proposed by them being finally approved, it was ordered that the Committee instruct the Solicitor to draw up the proper contracts between the Council and Mr. Richey, with as little delay as possible; and in the mean time; that Mr. Richey should be directed to proceed in the collection of materials and all other necessary matters, on the understanding that he will execute the work according to the modifications recommended by the Building Committee, as estimated by the Architect, whether that estimate be less or more than the amount of the Tender for the buildings, as originally designed.

(Minute Book, Vol. II, p. —.)

MEETING OF THE COUNCIL, 8th June, 1842.

The following resolution was submitted from the Building Committee; That the Sub-Committee of the Building Committee recommended that an advance of money should be made, from time to time, to Mr. Richey, to enable him to prosecute the Work with efficiency and despatch.

KING'S COLLEGE OFFICE, August, 20th, 1842.

SIR,

There will be a meeting of the College on Wednesday week when, in all probability, some inquiry will be made into the delay which has taken place in signing the contract for the building of part of the University. I am led, therefore, to request that you will enable me to inform the Council in what time you will be prepared with your estimate for the S.E. building containing the Professors and Students apartments.

(Signed,) H. BOYS.

To JOHN RICHEY.

(General Letter Book, Vol. II, p. 78.)

KING'S COLLEGE OFFICE, 29th September, 1842.

SIR,

I consider myself called upon again to address you on the circumstance of the contract for building the University not being signed. The affair being left in its present unsatisfactory state cannot fail to bring you into difficulties with the Committee, and render you liable to public censure. Should there exist any impediment in the matter, you had better state it to the Committee, and get it removed at once,

Appendix (E.E.E.) 31st July.

Appendix
(E.E.E.)
31st July.

for at present, the responsibility of the delay seems to rest entirely with you. I am fully persuaded no further assistance will be afforded you until the contract is signed.

I have the honor, &c.,

(Signed,) H. BOYS.

To JOHN RICHEY.

(Minute Book, Vol. II, p. 342, No. 5.)

MEETING OF THE COUNCIL,
19th October, 1842.

Read a letter from Mr. Young, dated the 11th instant, enclosing Mr. Richey's estimate of additional work beyond the original estimate for building the South East Wing of the University.

(General Letter Book, Vol. II, p. 83.)

KING'S COLLEGE OFFICE,
14th October, 1842.

SIR,

I am directed by the President of King's College to desire your attendance at this Office to-morrow, at two o'clock, and to request that you will bring with you Mr. Hill, and the Superintendent of the University Building.

I am, &c.,

(Signed,) H. BOYS.

To JOHN RICHEY.

(General Letter Book, Vol. II, pp. 94-95.)

KING'S COLLEGE OFFICE,
19th December, 1842.

SIR,

I have to request you will lose as little time as possible in completing your estimate of the extras, and omissions for the East Wing of the University, and that as soon as you have completed it, you will send it to this Office with the Architect's drawings, &c., relating thereto. You will please also to send me the estimate for the Yonge Street Lodge, as soon as completed.

(Signed,) H. BOYS.

To JOHN RICHEY.

MEETING OF THE COUNCIL,
26th November, 1842.

The amended draft of contract with Mr. Richey, for building the South-East Wing of the University, was examined, and being approved, the Registrar was directed to affix thereto the Corporate Seal, and then transmit the document to the Solicitor with instructions for him to have it properly executed by Mr. Richey.

(General Letter Book, Vol. II, p. 96.)

KING'S COLLEGE OFFICE,
17th January, 1843.

SIR,

I have to request you will examine the accompanying documents, numbered, 1, 2, 3 and 4, and report your opinion respecting them as soon as you conveniently can:—

No. 1. Mr. Richey's tender for building the West Wing of the University, dated the 4th instant, amounting to.....	£10,768 15 4
No. 2. Mr. Richey's tender for building the Lodge at Yonge Street entrance to the College grounds, dated 4th instant, amounting to.....	210 0 0
No. 3. Mr. Richey's bill for work done in the Parliament Buildings, dated the 1st instant, amounting to.....	45 9 8½
No. 4. Mr. Richey's bill for work omitted to be charged in No. 3, dated the 14th instant, amounting to.....	5 3 11

I have the honor to be, &c.,

(Signed,) H. BOYS.

Mr. THOMAS YOUNG,
Architect to King's College.

General Letter Book, Vol. II, p. 108.)

TORONTO, 24th January, 1843.

SIR,

The account marked No. 1, being Mr. Richey's estimate of the extras and omissions arising from the alterations of the internal and external arrangements of the S.W. Wing of the University of King's College. I have carefully examined both, as to the quantities and prices, and as many of the items are the same as those of previous contracts, I have no hesitation in recommending the Council to adopt the one presented, amounting to £10,909 16s. 7½, shewn in my detailed account.

The estimate of the Lodge to be erected at the end of the Yonge Street Avenue, amounting to £210, is somewhat less than my estimate, and may therefore be received by the Council.

I will investigate the papers Nos. 3 and 4, and send them to you as soon as possible.

I have the honor to be, &c.,

(Signed,) THOMAS YOUNG.

UPPER CANADA COLLEGE.

(Minute Book, Vol. I, p. 178.)

MEETING OF THE COUNCIL,
28th July, 1831.

After deliberation, the Council adopted the following Resolution:—

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

That the Council accedes to the arrangement suggested to His Excellency the Lieutenant Governor, conceiving it to be the intention of His Excellency that the 20,000 acres spoken of are to be granted by patent to the Corporation of King's College upon the trust mentioned in His Excellency's letter; and that, with respect to the residue of the sixty-six thousand acres, the College Council should assume the agency of disposing of it for the purposes stated by His Excellency; the title to the land remaining, as at present vested in the Crown, until patents, from time to time, should issue to the Corporation for such tracts as will cover the contract of sale which the College Council shall have entered into through the Bursar, in order to enable them to make Deeds to the respective purchasers.

(Minute Book, Vol. I. p. 192.)

MEETING OF THE COUNCIL,
16th March, 1833.

The following communications from His Excellency, were read:—

SIR,

I am directed by the Lieutenant Governor to state for the information of the Council of King's College, that a Deed for 18,000 acres of land has been transmitted to the Secretary and Registrar of this Province, part of the endowment sanctioned by His Majesty's Government for the support of Upper Canada College. His Excellency considers that the interests of both institutions would be advanced by the remainder of the lands set apart for Upper Canada College, being disposed of through the agency of King's College Council, and requests to know whether the Council will consent to authorize the lots to be sold by the Bursar for the benefit of Upper Canada College

I have the honor, &c.,

(Signed,) WM. ROWAN.

To the Hon. Col. WELLS,
Bursar, King's College.GOVERNMENT HOUSE,
YORK, 16th March, 1833.

SIR,

I am directed to acquaint you, that the Lieutenant Governor has consulted with the President and Directors and Trustees of Upper Canada College, as to the propriety of making an alteration in the Provisional Government of the College, and that they concur with him in thinking that, under present circumstances, it would be advantageous to transfer the direction of the institution to the King's College Council. His Excellency, therefore, requests that you will have the goodness to propose this arrangement, and recommend to the Council the adoption of this measure.

I have the honor, &c.,

(Signed,) WM. ROWAN.

To the Hon. and Venerable
The Archdeacon of York,
President of King's College.

24

Appendix
(E.E.E.)

31st July.

It was then determined by the Council, that the latter communication should be the first taken into consideration; and after discussion thereon, it was resolved, that the following answer to it should be transmitted to His Excellency:—

May it please Your Excellency,

The Council of King's College have deliberated upon the proposition of Your Excellency, conveyed in the letter of Lieutenant Colonel Rowan, dated the 16th instant, that the direction of the Upper Canada College shall be transferred to the Council of King's College, and beg leave respectfully to state, that they concur with Your Excellency in opinion upon the expediency of such an arrangement, and consent to assume, in conjunction with Your Excellency, the management of Upper Canada College; such management to include, as they conceive, all fiscal arrangements. The Council take it for granted, that it will be fully understood, that it is mainly subsidiary to the Chartered University of King's College, that the Upper Canada College will be regarded by the College Council, and that no risk is incurred of their being subject to the misconstruction of recognizing, by this step, that the existence of the new institution in any degree supersedes the necessity for calling into operation without delay the University of King's College as contemplated by the Charter. On the contrary, they consider that the making of this preparatory system of instruction as efficient as possible, is a natural and expedient course for rendering the establishment of the University more immediately and extensively useful.

The Council further consider it advisable, that it should be explicitly understood to what extent and in what respect the College is to be subject to the control of the Council; the attention of the Council having with this view been called to an opinion expressed upon this point in a Report made to the House of Assembly in the last Session, by a Committee of that body. They see no objection to conforming to the recommendation made in that Report, and they accordingly suggest:—

“That it is expedient, that the Minor or Upper Canada College, shall be incorporated with, and form an appendage of the University of King's College, and be subject to its instruction and control.

“That the Principal of the Minor or Upper Canada College, shall be appointed by the King during His Majesty's pleasure, (assuming that he will continue, as at present, a Member of the College Council,) that the Vice-Principal and Tutors of the said College, shall be nominated by the Chancellor of the University of King's College, subject to the approval or disapproval thereof.”

“That it shall and may be lawful for the Chancellor of the said University for the time being, to suspend or remove either the Vice-Principal or Tutors of the said Minor or Upper Canada College, provided that suspension or removal be recommended by the Council of the said University, and the grounds of such suspension or removal recorded at length in the books of the said Council.”

If Your Excellency concurs with the Council, in assenting to the suggestions made in that Report, the Council take the liberty of requesting that Your Excellency's official communication of such assent shall be made to the Council, to be entered in the Minutes of their proceedings.

Appendix
(E.E.E.)

31st July.

All which is respectfully submitted,

(Signed,) JOHN STRACHAN,
President of U.C.C.

It was then resolved, that His Excellency's recommendation, communicated in Lieutenant Colonel Rowan's letter of the 9th instant, "that the remainder of the lands set apart for Upper Canada College, be disposed of through the agency of the King's College Council," be accepted and carried into effect, and the Bursar is hereby authorized to sell the said lands for the benefit of Upper Canada College.

VICE-PRESIDENT.

MEETING OF THE COUNCIL,
23rd November, 1842.

Read a letter from Captain Bagot, Private Secretary to His Excellency the Governor General, Chancellor of the University, dated the 21st instant, as follows:—

KINGSTON, November 21st, 1842.

Sir,

By command of His Excellency the Chancellor, I have to communicate for the information of the Honorable Council of the University of King's College, that His Excellency the Chancellor, has been pleased to appoint John McCaul, Doctor of Divinity, Professor of Classical Literature to the University of King's College, with a seat in the Council, as such Professor.

His Excellency has further been pleased to appoint Dr. McCaul, Professor of *Belles-Lettres*, Rhetoric and Logic, to the University of King's College.

His Excellency has further been pleased to appoint Dr. McCaul, Vice-President of the University of King's College.

I have the honor to be,
Sir,
Your humble and obedient Servant,

H. BAGOT,
Private Secretary.

To the Bursar of the
University of King's College.

(Minute Book Vol. II, p. 356.)

MEETING OF THE COUNCIL,
26th November, 1842.

At the meeting of the Council held on the 19th instant, a question arose respecting some points in the Statutes already passed, and reference thereon was made to the Attorney and Solicitor General as Members of the Council: these gentlemen made a Report at the last Meeting of Council of their joint opinions in the matters in question. The Honorable Mr. Sherwood being now desirous that this Report should be recorded on the Minutes of the Council, moved that the said Report, with some preparatory remarks which he submitted, should be entered on the Minutes of this day's proceedings; which motion

being put, was carried, the Honorable R. S. Jameson and Dr. McCaul, dissenting.

(Minute Book, Vol. II, p. 357.)

The following are the preparatory remarks:—

"Mr. Sherwood stated to the Council, that as he had recently been appointed a Member of this Honorable body, he never had an opportunity of reading the Statutes of the University till within a short time since; that he has lately done so, however, and finds some parts of the 4th and 5th Chapters of the Statutes to interfere in his opinion with the provisions of the Charter and of the Statute of the Parliament of the late Province of Upper Canada, passed on the 4th day of March, 1837, for the purpose of amending the Charter. He thinks the parts of the 4th Chapter which establish the Office of Vice-President, give to such an Officer seniority and precedence next to the President; authorize him to preside at the convocation; in the absence of the Chancellor and President, confer upon him a superintendence over the Professor, Scholars and other Members of the University, are contrary to the spirit and meaning of the Charter and Statute; he also thinks, that part of the 5th Chapter, which empowers a weekly board, to be composed of three Members of the Council to form rules and regulations for the discipline, studies and internal government of the Scholars and inferior Officers of the establishment, is equally objectionable in its nature and tendency, as the parts of the 4th Chapter before mentioned. He hoped the Council would allow these subjects to be referred to the two Law Officers of the Crown, as Members of this Council, with a request that those gentlemen would have the goodness to examine the law authorities which he would cite, and to report their opinion to the Council as soon as convenient.

REPORT.

"To the College Council of the University of King's College, at Toronto, in Upper Canada:—

"The Committee, to whom was referred the consideration of the 4th Chapter and the 5th section of the 5th Chapter of the Statutes of the University, beg leave most respectfully to report:—That with respect to the first, while in one of its enactments, that by which the Vice-President is appointed to preside in the absence of the Chancellor and President, it is clearly bad, as it thereby interferes with the Charter, which appoints the senior Professor to preside in such cases. It admits of great doubt whether the Statute, in its main object, can be sustained as within the powers of the Council.

While your Committee have been unable to find any instance of a corporate body taking upon itself the powers of appointing a Deputy to any Chief or principal officer, as Mayor, or Recorder, or the like, where not expressly authorized by the Charter, they find Lord Kenyon, in the case of the King against Ginever, reported in 6 Tenn. Reports, 735, referring to the course taken with respect to the City of Chester, where it seems it was much wished there might be a Deputy Recorder, but there being no power given by the Charter to elect one, application was made to the Crown for a new Charter; and although that was the case of a judicial office, which might be considered as standing on peculiar grounds, it does not appear that the difficulty was felt to have turned upon any such consideration, but that it equally embraced all officers; and this further confirmed by the nature of the case then before

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

the Court, to which the Charter case was applied by His Lordship in which question was, whether a by-law giving a casting vote to the senior Bailiff, for the time being, in case of an equality of voices on the election of his successor, the Charter not having given the power of such election to the Bailiff and Aldermen, or the major part of them, was good.

In addition to which may be quoted the language of the latest text-writer on the subject, Mr. Wilcox, who, in his work on Municipal Corporations, page 129, referring to the case of the King vs. Ginever, lays it down broadly, that a by-law cannot create a new office such as that of Deputy Recorder. If it be necessary to have one, a new Charter must be obtained.

Under these circumstances, without reference to the questions which, upon a full consideration of the matter, might force themselves upon their consideration, Your Committee would respectfully recommend, as the safest course, that no further action be had upon this Statute, such as attaching any duties to the office, or establishing a salary for it, or the like, and adopt this as the less objectionable course, inasmuch as the Statute itself, on the face of it, sets forth that it was passed but for a temporary purpose.

Your Committee further beg leave to report, that with respect to the 4th section of the 5th Chapter of the Statutes, it appears to them that that section in effect amounts to a considerable extent, at least, to a transfer of the power of making Statutes from the Council itself.

Your Committee would, therefore, recommend that the Weekly Board should confine themselves to recommending such rules as they may deem expedient, and to the exercise of such other functions only as are not, by the Charter, referred on the Council or other of the University authorities.

Your Committee further beg leave to report, that they have not recommended the repeal of the foregoing Statutes, because they conceive that when the University is for some time in progress, a general revision of the by-laws will become necessary, when these and other points may be more fully considered and more satisfactorily disposed of—the great and paramount object, at present, being, in the opinion of Your Committee, the putting the University in actual operation without delay.

All which is most respectfully submitted.

(Signed,) ROBERT BALDWIN,
JAMES E. SMALL.

Council Room, Nov. 23, 1842."

Whereupon Dr. McCaul desired to record his dissent in the following protest (Minute Book, Vol. II., p. 359; continued in Minute Book, Vol. III., page 1.):—

Dr. McCaul felt it to be his duty to enter his protest against the introduction of the preface, as written by Mr. Sherwood, and the Report attached to it, inasmuch as the objections were proposed in amendments on resolutions which, it was generally understood, should not appear on the Minutes of the Board; although, he should have otherwise moved, in amendment, that it should be referred to the Visitors of the University, in deference to their opinion, which he conceives, was expressed by their

not objecting to the Statutes, in the space of two years, according to the Charter.

The Registrar was directed to transmit a copy of this minute to the Visitors.

(Minute Book, Vol. II, p. 50; and, pp. 57—63.)

At a meeting of the College Council, held on the 11th of July, 1839, the following communication from the Bursar, Lieut. Colonel Wells, was laid before the Council and read:—

TO THE COUNCIL OF THE
UNIVERSITY OF KING'S COLLEGE.

GENTLEMEN,

As Bursar of the University, I have now the honor to address you upon the state of my affairs, as laid before the Committee of Investigation into my accounts. It is with feelings of compunction and deep regret that I have now painfully to announce that the balance of £6,374 14s. 1d., due from me, is not immediately forthcoming, owing to my self-acknowledged censurable conduct in affording aid to various individuals out of the funds in my possession without any sanction for so doing. It is impossible for me to justify such an act of misappropriation, nor can I hardly expect to be credited when I assert, that from my unaccountable neglect of keeping any regular account of private expenditure, (until lately,) I had really imagined that, (inasmuch as many of those advances positively made out of the sale of my commission of Lieut. Colonel, from which £4,000 sterling was remitted to me from England,) a greater portion of these advances had been made from my own private funds than now appears to have been the case. But the winding up of my affairs now unhappily proves, that the great outlays in purchasing and improving my estate of Davenport, and other serious expenditures upon the mill and farm at the Oak Ridges, which I had taken as a security for a debt, and which required those expenditures to render them saleable, had absorbed the produce of the sale of my commission before I was aware of it. At the same time I must frankly acknowledge, that I well knew that I was intruding upon the College funds more or less, but I then little dreamt to what extent. Having already acknowledged that nothing can justify such an act of misappropriation, I have only to plead in extenuation that feelings of compassion for the situation of the applicants for assistance, was the sole cause of these reprehensible advances, in order to save their properties from a sheriff's sale or their persons from confinement; and but for the distressing state of the times for the last two or three years, most of these advances would have since been repaid.

Having thus, without reserve, declared facts as they actually occurred, I have now to implore, from the liberality of the Council, their assent to the following proposition, viz:—

That I shall assign over all right to the property described in the statement to the Committee, to whoever may be named by the Council, in Trust, for the payment of the balance I am indebted to the University; and that from the first of this month I be held responsible for the due payment, half-yearly, of legal interest on the said balance; and further, that so much of my salary be stopped, as, with the monies collected from the debts owing to me, (as

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July

per statement laid before the Committee,) may ensure the regular payment of the half-yearly interest; and, also, that all sums to be recovered from the different individuals and properties (as described in said statement,) be applied to the gradual extinction of my present debt aforesaid.

In anticipation of being called upon to state what amounts of interest I may have received from any of the parties to whom I have advanced monies, from time to time, from the College funds, I can, upon my solemn oath, declare that I have kept no memorandum of the transactions. In almost all the instances, the interest was never charged until the final settlement, when the security was given, and it was then not paid, but added to the sums that had been advanced, and thus included in the settlement; but even if I had once kept such memorandums they would not now be forthcoming, for when the rebel Mackenzie, with his party, had possession of the adjoining lot to Davenport, during the outbreak in 1837, and threatened to take possession of that also, and make me prisoner, I hastily destroyed a mass of papers, many of which I now deeply regret the loss of. I must beg to remark, that I shall be severely punished for my indiscreet loans, as the securities given in three instances will never realize the sums advanced upon them, and I have reason to fear I shall sustain an ultimate loss of several hundred pounds.

Before closing this explanation of the state of my affairs to the College Council, which I now offer most respectfully, I beg leave to represent, for their favorable consideration, that I have never been allowed any salary whatever for the additional duties imposed upon me as Treasurer of Upper Canada College; and even, as Bursar of King's College, with its many irksome duties and great responsibilities, my salary was only £150 a year for the last five years, during the latter part of which time the then clerk received the same salary. I now throw myself upon your indulgence, to put the most liberal construction upon what has passed, and have the honor, &c.

(Signed,) JOSEPH WELLS,
Registrar and Bursar, K.C.

(Minute Book, Vol. II, pp. 63—66.)

REPORT OF COMMITTEE ON BURSAR'S ACCOUNTS.

To the King's College Council :

The Committee appointed by a resolution of the King's College Council, dated 20th April, 1839, to inquire into, and report upon, the Bursar's accounts, &c., beg leave to report that,

The amount realized for sale of Lands,	
Rents and interest, is,.....	£82,729 17 5
The disbursements of every description, including purchase of securities, and Bank Stock, is,.....	69,578 9 8
Leaving a balance to be accounted for, of,.....	£13,151 7 9

Your Committee anxious to exhibit, at the earliest possible period, the condition of King's College University accounts, have prepared this first report to which they have annexed the report of the accountant

Appendix
(E.E.F.)

31st July,

employed in the investigation of those accounts, and a statement prepared by the Bursar, shewing the securities in which the balance due by him to the University is at present invested. From that statement, it appears that the Bursar has deposited in the Bank of Upper Canada, and in the office of the Commercial Bank of this city, two several sums amounting to £6844 8s.; and that he has, from time to time, lent the remainder of the Balance due to the University, that is £6306 19s. 9d., to divers individuals, from some of whom real estate has been taken in payment. These transactions, on the part of the Bursar, appear to have been solely on his own account and responsibility, wholly unauthorized by and without the knowledge of the Council.

Your Committee have prepared an estimate of the income, and present charge on the University funds, shewing a probable surplus, for the year 1839-40, of £634 17s. 2d.

In submitting this estimate, your Committee take occasion to observe, that the Government Debentures therein mentioned are at present lodged in the Bank of Upper Canada, in the name of the Bursar.

The charge of £1900, on account of Upper Canada College is estimated for, under the supposition that the Government grant of £1000 sterling per annum, will be discontinued.

All which is respectfully submitted.

(Signed,) J. S. MACAULAY,
Chairman.

King's College Office,
11th July, 1839.

(Minute Book, Vol. II, pp. 86—90.)

The Bursar's Statement of the Balance due from him to the University of King's College, and of the means which he possesses of making good the same :

Balance to 1st July, 1839	£13151 7 9
July 1, 1839—Deposit in Bank of U. C.....	£6529 13 9
Deposit in Commercial	314 14 3
	<hr/>
	6844 8 0
Balance due to King's College.....	£6306 19 9
Do to Upper Canada College....	67 14 4
	<hr/>
	£6374 14 1

The Grist and Sawmills at the Humber, known by the name of Farr's Mills, from whom they were purchased to secure a debt.....	£2000 0 0
Farm, 200 acres, (with sawmill) on Yonge Street, taken in payment of a debt from one Leonard Wilcox,	800 0 0
Assignment of the Lease of a Clergy reserve, to secure sums advanced Wm. Ashby, £370, on which has been paid £100,.....	270 0 0
Mortgage of a Cottage and acre of land on Lot Street, to secure the payment of a loan to Mr. Richard H. Thornhill, which building is insured for that sum,.....	300 0 0

Carried forward.....£3370 0 0

Appendix

(E.E.E.)

31st July.

	<i>Brought forward.....</i>	£3370	0	0
Assignment of a House (Leasehold) in King Street, Toronto, to secure the payment of a loan, £250, to Mr. Francis Thomas Billings, and which is insured in Alliance Office, for that amount,.....		250	0	0
Assignment of a Mortgage on a farm of 200 acres, near Hamilton, to secure the payment of various sums advanced to Joseph Barker, and law charges incurred by an execution taken out against him by the Bank of Upper Canada,.....		300	0	0
Assignment of lot 28, in the 6 Concession Vaughan, 200 acres, taken in payment of a debt from Col. Coffin, sold for £250, paid in part £100,.....		150	0	0
Assignment of lot 8 in the 10 Concession King, 200 acres, taken in part payment of a debt from John Stringer, resold for £250, (paid in part),.....		200	0	0
Balance of the sale of a $\frac{1}{4}$ lot 7 in 9 Concession of West Gwillimbury, taken in payment of debt from John Kendal, Sold for..... £107 10 0 Paid in part,..... 32 10 0		75	0	0
Assignment of the West half of lot No. 13 in the 8 Concession of Vaughan, given as a security for a loan advanced to John Henderson,.....		100	0	0
Assignment of a lot upon Lot Street, known by the name of the Blue Bell Tavern, taken as a security of a loan, which was advanced to Thomas Richardson, £50. Since paid to clear off mortgage, £25... ..		75	0	0
Assignment of the West $\frac{1}{2}$ of lot 26 in the 8 Concession of Albion, taken in payment of a debt due from L. Wilcox,.....		50	0	0
Assignment of the East half of lot No. 26 in the 6 Concession Albion, taken in payment of a debt due from Richard Darker,.....		50	0	0
Balance of the Reverend S. Given's note for £400, endorsed by the late Honorable. Peter Robinson, advanced him upon an assurance that it would be shortly paid out out of the funds of the Clergy Corporation,.....		100	0	0
Mr. Samuel Price's note of hand, endorsed by his son Alexander, both being possessed of good farms,.....		30	0	0
Mr. George Chisholme's note of hand, payable one month after date, which was advanced to him on a solemn promise that it would be paid when due,.....		50	0	0
Sums, advanced at sundry times to Mr. George Ridout (Barrister), for which he has given his penal bond, and offers a mortgage upon property in Toronto,.....		800	0	0
Mr. George T. Dennison's note of hand, which he promises to pay on the 10th July, instant,.....		227	12	6
Two sums advanced to Mr. J. C. Patrick, and Mr. Lloyd Richardson, on their notes of hand for £500, and £300, since secured by				

Carried over..... £5827 12 6

	<i>Brought over.....</i>	£5827	12	6
an assignment of a lease, (sanctioned by Lieutenant Governor) of 1250 acres of land in Brantford,....		800	0	0
Stock, &c. :—				
Twenty shares of Upper C. Bank,...		250	0	0
Twenty do Desjardins Canal,.....		250	0	0
Twenty do Welland Canal,.....		250	0	0
Five do in Burlington Steamer		100	0	0
		<hr/>		
		£7497	12	6
Balance due K's.C,...	£6306 19 9			
do Upper C.C,...	67 14 4			
		<hr/>		
		6374	14	1
		<hr/>		
		£1122	18	5

(Signed,) JOSEPH WELLS,
Bursar.

8th July, 1839.

(Minute Book, Vol. II, pp. 52-53-54.)

On the 11th July, 1839, the Council of King's College passed the following resolutions:—

1st That the interests of the institution require that prompt measures be taken for the recovery of the sum due by the Bursar.

2nd That the Debentures belonging to the Corporation be assigned to the Corporation of King's College, and lodged in the Bank in the name of the Corporation.

3rd That the monies appearing at the credit of the Bursar, in the Banks, be placed at the credit of the Corporation of King's College, in the Bank of Upper Canada.

4th That the securities offered by the Bursar be assigned to the Corporation by way Mortgage.

5th Also, The House and land at Davenport, and other real estate.

6th That the mortgages be taken in security for all amounts of principal and interest, which the Bursar now is, or shall be found, indebted to the Corporation of King's College.

7th That the Attorney and Solicitor General be requested to investigate and report upon the Titles to the property offered in security, and that they be authorized to employ, if necessary, a Solicitor to to assist in the inquiry.

8th That the Attorney and Solicitor General be requested to extend their inquiries into the value, which the property offered in security would realize, if sold; and as to the time when the monies secured by mortgage to the Bursar can legally be realized; and that they report upon these and other matters connected therewith without delay.

9th That the Council, upon a mature consideration of the report of the Committee, appointed to investigate the Bursar's accounts, together with the statements made by that officer, feel that the painful necessity is now imposed upon them of dispensing with his further services as Bursar and Registrar.

Appendix

(E.E.E.)

31st July.

Appendix
(E.E.E.)

(Minute Book, pp. 114—116.)

The Second Report of the Committee to investigate the Bursar's accounts:—

KING'S COLLEGE OFFICE,
TORONTO, 13th August 1839.

The Committee, appointed by a resolution of the King's College Council, dated the 20th April, 1839, to inquire into, and report upon the Bursar's accounts &c., beg leave to present a second report:—

The accounts of the Bursar with Upper Canada College, having been carefully investigated, it appears that the entire receipts on account of Upper Canada College, have been,..... £28,007 13 1
The expenditure has been,..... 62,417 8 3
Excess of expenditure,..... £34,409 16 2

Your Committee find that a large arrear of business has accumulated in the Office of the Bursar; they recommend, therefore, that additional assistance should be procured for the following purposes:—

1st To open accounts with all the purchasers of lands appropriated to Upper Canada College, as well those sold by agents as those sold by the Bursar.

2nd To open accounts with the renters of land and prepare a Rent-roll.

3rd To prepare a Registry of the University and College lands, according to the form herewith submitted, or such other as the Council may deem more convenient.

4th To make out statements of all open accounts, and to transmit the same to the parties concerned, urging an immediate payment of arrears.

Your Committee, convinced that the most efficient check upon public accountants, will be found in a careful audit of their accounts at short periods, recommend that the Bursar should be required to exhibit, at each monthly meeting of Council, his books of accounts; and that the accounts of each quarter should be audited by a Committee appointed at the monthly meetings in March, June, September, and December, respectively; such Committee to report their proceedings to the Council at the next monthly meeting.

Your Committee have hereunto appended the report of the accountant, with other documents, showing the general account between the Bursar and Upper Canada College, from which, it appears, that the following balances are due to Upper Canada College, viz:—

By the late Bursar of K's.C.,.....	£215	16	8
By Mr. DelaHaye,.....	400	0	0
By the late collector of U.C.C.,.....	1539	3	11
Arrears on account of Land sold, say,	6000	0	0
Arcars of College Dues,.....	4000	0	0
	<hr/>		
	£12,154	10	7

It is, in the opinion of your Committee, necessary that one or more competent persons should, forthwith, be employed to report on all the unsold lands, belonging to the University; such report to be accessible to the Bursar, and the Members of the King's College Council; and also, that survey should be made to determine the quantities of the

Appendix
(E.E.E.)

31st July.

University lands taken from the Rideau Canal; in order that the necessary steps may be taken to procure an equivalent for such lands.

The mode of leasing the College lands, requires also the consideration of the Council. Your Committee are of opinion that the rent should be, in some degree, proportioned to the value of the land, and beg leave to suggest, therefore, that the Bursar be instructed to propose a scale of rents on that principle.

Your Committee recommend, that the practice of selling lands belonging to the University, and Upper Canada College, through agents as heretofore practised, should be discontinued.

To reduce, as far as practicable, the expenditure on account of the University Grounds, your Committee recommend that an agreement should be made with some responsible person, allowing a certain sum per annum, together with the use of the Cottages, the pastures, and the liberty to cultivate such portions of the lands, as he may see fit, excepting the lawns, on condition that the plantations and roads are kept in good order.

Your Committee, having ascertained, that the Bank of Upper Canada are willing to receive all sums which may be paid on account of the University, and give receipts for the same, recommend that an agreement should be made with that institution to receive such sums, under such regulations as may be approved of by the Council, on the recommendation of the Bursar of the University and the Cashier of the Bank of Upper Canada.

&c., &c.,

(Signed,) J. S. MACAULAY,
Chairman.

(Minute Book, Vol. II, pp. 116--18.)

The Report of the Accountant, attached to the above Report, is as follows:—

Having very recently made a Report on the affairs of King's College, it is unnecessary for me, in submitting the accompanying accounts of Upper Canada College, to trouble you with many remarks.

The Vouchers, and such books as have been kept, have been examined and called over, and the latter being in form nearly similar to those of King's College, the same defects are apparent, the same remedies are required, and the same observations which were made on them apply with equal force.

It appears that Upper Canada College has derived from its proper funds,.....£28,007 13 1
And in advance, from those of King's College,..... 34,409 15 2
Together,..... 62,417 8 3
That its disbursements have been,.... 60,262 17 8
Leaving in the hands of certain Officers,..... £2,154 10 7

The particulars of these sums, a note of the inaccuracies discovered in the late Bursar's accounts, and a balance sheet are attached in an Appendix; and requesting your reference thereto.

I have, &c., &c.,

(Signed,) T. C. PATRICK.

31st July.

31st July.

THE APPENDIX TO MR. PATRICK'S REPORT.

STATEMENTS of the Receipts and Disbursements on account of Upper Canada College, from its establishment to the 30th June, 1839, and of the sums remaining in hand on that day.

RECEIPTS.		£	s.	d.	£	s.	d.
Grants from the Crown					7544	8	2
From sales of Land					7129	2	9
From sales of Town Lots					1033	10	9
From Rents of Land on Lease					195	0	0
From College Dues					12105	11	5
From the Funds of King's College					34409	15	2
				£	62417	8	3
DISBURSEMENTS.		£	s.	d.	£	s.	d.
On the Buildings and Grounds		17546	18	6			
In payment of Masters		38257	15	3			
In Books (say on purchase of)		3659	2	11			
In Interest on Money borrowed		415	19	2			
In the Boarding House expenses		4781	15	5			
In Furniture for Boarding House		198	16	8			
In Contingencies		3402	9	9			
					60262	17	8
In hand				£	2154	10	7
With Colonel Wells		215	6	8			
With J. P. DelaHaye		400	0	0			
With G. A. Barber ..		1539	3	11			
					2154	10	7

(Signed,) T. C. PATRICK.

TORONTO, 30th July, 1839.

(Minute Book, Vol. II., p. 118.)

Memorandums of Inaccuracies in the Bursar's Accounts with Upper Canada College.

THE BURSAR.

Dr.		£	s.	d.	Cr.		£	s.	d.	
June 30, 1832...	To payment to Morgan, erroneously charged	83	5	0	Dec. — 1831...	By over credit on the sum received on 19th, on account of College Dues		0	10	0
Oct. 7, 1837...	To Cash of Barber on account of College Dues, omitted	125	0	0		The following payments omitted to be charged:—				
					April 28, do ...	Thomas Dalton	14	18	2	
					May 9, do ...	James Marshall	10	0	0	
					July 16, do ...	John Baird	14	7	0	
					March 21, 1837	Mrs. Fenwick	15	2	6	
					June 26, do ...	do do	4	10	1	
					August 2, 1838	Robson & Wilson	1	5	0	
						Balance of Errors	£	60	12	8
							£	147	12	4
		£	208	5	0		£	208	5	0

(Minute Book, Vol. II., p. 119.)

Balance at 30th June, 1839.

Dr.	Folio.	£	s.	d.	Ca.	Folio.	£	s.	d.	
To Cash	1	215	6	8	By College Dues	15	12105	11	5	
To Building Account	5	17546	18	6	By Town Lots	25	1033	10	9	
To Masters	9	30257	15	3	By sales of Land	30	7129	2	9	
To Books	11	3659	2	11	By Rents	33	195	0	0	
To Contingencies	21	3402	9	9	By Grants from Crown	40	7544	8	2	
To Interest	33	415	19	2	By King's College		34409	15	2	
To George A. Barber	48	1539	3	11						
To Boarding House	52	4781	15	5						
To J. P. DelaHaye	54	400	0	0						
To Furniture	57	198	16	8						
		£	62417	8	3		£	62417	8	3

Appendix
(E.E.E.)

(College Letter Book, Vol. I., p. 50.)

Letter from Bursar Boys to Lieutenant Colonel Wells:—

KING'S COLLEGE OFFICE,
18th March, 1840.

Sir,

I am sorry to inform you we have met with another case of omission to credit, a sum of money by Mr. Ridout, to the amount of £82 5s. If you can make it convenient to call, I will explain to you the circumstances.

&c., &c.,

(Signed,) H. BOYS.

(Minute Book, Vol. II, p. 159.)

The Bursar reported to the Council the discovery of an omission to credit the College account with the sum of £36 15s. by Mr. Edmond Ridout, late a clerk in this Office, and a similar omission by the late Bursar himself of £30 5s.

Whereupon, the Council resolved, that in all cases in which receipts of the late Bursar, or any person acting under his authority are produced, for which no corresponding entry appears in the books, the amount of such receipts be charged against the late Bursar, and immediate notice thereof be given to him to afford him full opportunities of explanation and correction.

The Bursar reported to the Council, an omission by Mr. Edmond Ridout, to credit the Council with £82 5s. received by him from Mr. Wilson of Palmer, for purchase of land and interest.

(Council Letter Book, Vol. I, p. 36.)

Letter from Bursar Boys to Chancellor Poulett Thompson:—

KING'S COLLEGE OFFICE,
TORONTO, 12th February, 1840.

Sir,

The money loaned by the University of King's College to the present Bishop of Toronto, was advanced at the following dates:—

2nd January, 1836,.....£1000.
9th January, 1837,..... 2000.
21st January, 1837,..... 2250.

&c., &c.,

(Signed,) H. BOYS.

(Marginal note in red ink.)

His Excellency the Governor General having in conversation desired me to send him the dates on which the several sums of money were advanced to the Bishop of Toronto, I had the honor of addressing to him this letter.

(Signed,) H. BOYS.

(Council Letter Book, Vol. I, p. 36.)

Appendix
(E.E.E.)

Memorandum.—12th February, 1840.—I have this day discovered the following note made by the Lieutenant Governor, on the copy of the Minutes of Council of 26th June, 1839; which had been sent to him for approbation. (Vide Letter Book, p. 66.)

(Minute Book, Vol. II, p. 285, No. 5.)

On the several applications of the following debtors of Lieutenant Colonel Wells; that is to say:—

Messrs. Woodsworth & Hamilton.
Mr. John Harper.
Messrs. Turner & Patrick.
Mr. Richard Thornhill.
Mr. Geo. Ridout.
Colonel Wm. and Mr. Geo. Chisholm.

It is ordered, that His Lordship the Bishop of Toronto, the Principal; the Honorable Wm. Allan, and the Honorable Captain Macaulay, do form a Committee to carry into effect the arrangements proposed, in so far as they shall find the interests of the College secured by improvement of the security at present held, and with a view to the release of Colonel Wells from the portion of his debt to the College, which shall, or may be secured by such new arrangements; it being understood that the time to be given for the payment of the said portions of the debts shall not exceed four years.

(Minute Book, Vol. II, p. 261.)

The above Committee having taken into consideration the Report of the Solicitor on certain securities offered by Lieutenant Colonel Wells, as part payment of the claim outstanding against him, recommend that the following property and securities be taken in liquidation of the several sums herein specified:—

Mortgage on the Humber Mills, formerly called Farr's Mills, with all the collateral securities offered by the Messrs. Wadsworth, in Clarke Gamble's letters of the 28th July last,.....	£2,400	0	0
The absolute assignment of Mr. Thornhill's property,.....	342	8	6
Do. of lot No. 8, 10th Con. King,	125	0	0
Do. of E. ½ No. 7, 9th Con. West,			
Gwillimbury,.....	75	0	0
Stock of Bank of Upper Canada,.....	250	0	0
	<u>£3190</u>	<u>8</u>	<u>6</u>

and that credit be given to Colonel Wells, of the sums specified, as soon as the transfer of the property to the College is completed.

The other securities, reported on by the Solicitor, are not of that character, which would, in the opinion of your Committee, warrant their acceptance by the Council; some of those securities being already in the hands of the Sheriff of the Home District, and advertized to be sold by him on the 20th instant. A fact not noted by the Solicitor in his Report.

The Committee recommend the assent of the Council to the extension of time applied for by Messrs. Woodsworth, Hamilton, and Mr. John Harper, upon the securities offered by them.

Appendix
(E.E.E.)

31st July.

QUESTIONS PROPOSED BY THE COMMISSIONERS TO THE BURSAR:—

August 16th, 1848.

1st. Is there a Cash-Book, or any other available Record, shewing the original entries to the debit and credit of cash from the first? If there is, have the goodness to let the Commissioners use it.

2nd. Are there any vouchers for the current disbursements among the Archives?

3rd. Under what regulations were the prices from time to time determined upon the sales and leases of land?

THE BURSAR'S ANSWERS.

KING'S COLLEGE OFFICE,
TORONTO, 19th August, 1848.

GENTLEMEN,

I have been prevented from replying immediately to your memorandums of the 16th instant, by pressure of business in my Office, and by the necessary search for the information required.

Believing that your inquiries refer to the time when Colonel Wells was Bursar, my answers will apply to that period only; and I have now the honor to state in reference to your first memorandum, inquiring whether there is a Cash-Book or any available record, shewing the original entries to the debit and credit of cash from the first? that I have searched the Office, and cannot find any book answering more fully the character of a Cash-Book than the one already sent you, I mean the one which Colonel Wells has called an abstract of his account current, in which he has entered all his receipts to debit one side, and all his payments to credit on the other; on the latter side I believe the payments are all entered in detail, on the former I believe they stand for the most part in aggregate sums, the details of which are to be found in the several books of instalments, interest, and rents collected already sent you. I met with an imperfect book of a similar nature, which I beg to send you, as it contains the entries in detail on the debit side to the 5th June, 1833—the credits extend only to 30th December, 1828, three-quarter of a year.

In your second memorandum, you inquire, "are there any vouchers for the current disbursements among the Archives?"

I have found a considerable number of vouchers for payments made in Colonel Wells' time on account of Upper Canada College, and a few for King's College. I send you these endorsed King's College and Upper Canada College. There must have been vouchers for every payment for both establishments, but I cannot discover them.

Your third and last memorandum inquires, "under what regulations were the prices from time to time determined upon the sales and leases of lands?"

The College Council, at one of their earliest meetings, (on the 31st May, 1828,) resolved that their lands should not be sold under one pound per acre; and I believe the Bursar was then left to negotiate sales for any part of the property at the best price

26

he could get, not being less than one pound per acre. In regard to leasing, the Council directed, on the 28th June, 1828, that the regulation of 1819 should be observed; which regulation will be found near the beginning of the schedule of lands I left in your chamber two days ago:—

It is £1 15s. for the first 7 years.
" 3 10s. for the second "
" 5 5s. for the third "

I have the honor to be,
Gentlemen,
Your most obedient Servant,

(Signed,) H. BOYS,
Bursar, King's College.

Appendix
(E.E.E.)

31st July.

QUESTIONS TO BURSAR, 25TH AUGUST, 1848,
WITH THE BURSAR'S ANSWERS:—

1. When did you receive the appointment of Bursar and Registrar of King's College?

On the 26th July, 1839.

2. Will you state the duties appertaining to each of these offices?

It is difficult to distinguish the duties of the two offices; but I consider the special duties of the Bursar to be everything directly relating to the management of the property and money affairs of the Corporation, and the duties of the Registrar to be to act as Secretary to the Council, to carry on the more general correspondence of the Corporation, and to execute, in behalf of the Corporation, all leases, bonds, deeds, or other instruments under the immediate directions of the Council.

3. Do you give security, and if so, to what amount, to the College Council for the monies passing through your hands?

I give security in one thousand pounds myself, and two sureties in one thousand pounds each.

4. In what manner were the accounts of receipts and expenditure kept previously to your appointment?

I believe they were kept by entries of all receipts and expenditures in a Cash Book, which entries were posted into Books proper for each description of expenditure or disbursement; and from these Books abstracts were made out and placed in an account current rendered periodically to the Council.

5. Do you keep any register of lands sold or lands leased?

In addition to a register of each, we keep copies of all Deeds granted for lands sold and paid for; duplicates of all Bonds for sales not completed; counterparts of all leases issued; and we make monthly returns to the Council of all lands sold and leased within the month.

(Signed,) H. BOYS,
Bursar, K. C.

King's College Office,
Toronto, Aug. 26, 1848.

Appendix
(E.E.E.)

31st July.

QUESTIONS SUBMITTED BY THE COMMISSIONERS TO THE MEMBERS OF THE COLLEGE COUNCIL:—

1. At what time and by whom was application first made to the Imperial Government for a grant of land for the purpose of endowing a University?
2. What quantity of land was, in the first instance, appropriated; and at what time?
3. Are the lands which were first appropriated those which have since constituted the property of the University; or if not, when were the lands first appropriated reinvested in the Crown, and in what manner; and on what conditions, were they so reinvested?
4. At what time did you become a Member of the College Council, and in what state did you find, then, the management of the University endowment?
5. Did you suggest any change in the management; if so, has that change been carried into effect?
6. Can you state whether the College Council had any, and if any, what distinct object or purpose in view, in appropriating the proceeds, from time to time, as the sales of the lands progressed? and have the proceeds always been so applied? or how have the same been applied?
7. Has the interest paid on arrears of purchases, or on securities, been held applicable to any particular purpose or object; and if so, to what purpose or object? and has the same been so applied?
8. Have the monies arising from sales of lands, and from payments of interest and rents, been kept distinct, so as to shew clear and distinct accounts of each; or have the whole payments been amalgamated, and have the charges and expenses of the University been paid from this fund?
9. What course would you recommend to be pursued with reference to the University lands yet remaining undisposed of? Is it your opinion that it is not advisable to sell; or would you recommend future sales of the lands to be made for the purpose of investment in debentures, stocks, or other securities from which to raise an income?
10. In what manner do you think the rents of the lands should be determined? according to a money valuation, or valuation in kind?

ANSWERS GIVEN TO THE ABOVE QUESTIONS BY
DR. BEAVEN:—

1. Application was first made to the Imperial Government for a grant of land for the purpose of endowing a University in the year 1797, and it was made by the Legislative Council and House of Assembly in a joint address.
2. By direction of the Imperial Government, a Report was made by the Executive Council, Judges and Law Officers of the Crown, recommending a grant of 500,000 acres for Grammar Schools and a University, conjointly; and that the portion assigned for the support of the University should be equal to that assigned for the Grammar Schools.

Appendix
(E.E.E.)

31st July.

In accordance with this Report, and (as appears from the deed of endowment of King's College,) in obedience to an order of His Majesty King George the Third, an appropriation was made, in 1798, of 550,274 acres for Schools and a University conjointly. According to the Report upon which this order was based, the quantity apportioned to the University would be 275,137 acres, but I have no means of ascertaining the facts more exactly.

3. The lands which were first appropriated are not those which have since constituted the property of the University. In 1828, in obedience to the directions of the Imperial Government, 225,944 acres were resumed by the Crown by the deed of endowment of King's College, issued by the Governor General under the Great Seal of the Province. I do not know that any conditions were attached to this resumption; but by the same deed, an equal quantity of Crown Lands, then under lease, were granted to the University of King's College, established by Royal Patent in the previous year; and I understand that the lands resumed were those of the most inferior quality. The proportion, therefore, left for the Schools was superior in quality and in quantity, to that which they were previously entitled.

4. It is a legal question. When I first became a Member of the College Council, I was first summoned to attend its meetings in October of the year 1843. I think the system by which the University endowment was then managed, was, on the whole, well considered and adapted to the circumstances of the Country.

5. I was not sufficiently acquainted with the circumstances at that time to suggest any change. I apprehend the question does not refer to any subsequent suggestions.

6. Judging from circumstances, I apprehend that the College Council appears to have had in view; 1st. To render the University as extensive and as efficient as possible, in order that it might take a high station as compared with other similar institutions, and thus conduce to the prosperity of the Province; 2nd. To make it an ornament to the City and Province; 3rd. So far as was consistent with these objects, to increase the permanent value of the property by change of investment or otherwise.

The proceeds of sales have accordingly been applied to all these objects with as much consistency as could be expected in a body, some of whose Members filled Offices, which prevented them from attending, except occasionally, and all of whom, from the great difference in their previous habits of life, were likely to entertain very different views on those subjects. It is likewise to be observed that political circumstances have greatly impeded the harmonious working of the Council.

To specify the particular instances in which those views have not been consistently carried out, would require a more minute examination of the records of the Council, than I can afford, consistently with attention to more imperative duties.

7. The interest paid on arrears of purchases, or on securities, has not, so far as I know, been held exclusively applicable to any particular purpose or object.

8. The account of monies arising from sales of lands and from payments of interest and rents have been kept separately, so as to shew clear and dis-

Appendix
(E.E.E.)

31st July.

inct accounts of both; but the monies themselves have gone into a common fund, from which the charges and expenses of the University have been paid. But I apprehend it will be found, that the whole expenditure, from the beginning, (except what may be called re-investment of capital,) has not equalled the whole income; much of the income having been converted into capital.

9. I am of opinion that the sales of University lands should proceed, because in the judgement of competent persons, the proceeds have already been made to produce, more than the Lands themselves would have produced, if they had remained unsold; and that such will continue to be the case, under judicious management; because it appears historically, that such a course was pursued by Endowed Corporations in England, at a period of History corresponding to that in which we now stand in this Country; and because I do not think that, otherwise, a sufficient income can be provided to place the University upon the footing upon which it ought to be placed; and I think that the better all the departments are sustained in efficiency, the earlier, and the more abundant will be the additional income derived from the Students.

I should recommend that the management and improvement of the Property of the University, should be placed in the hands of a competent person, not confined to the work of the Bursar's Office, but enabled to visit the different localities as he might think advisable; that his action should be regulated by a small Committee; and that under his advice, and by his agency, the University should manage and improve its property, upon the same principles upon which well-judging individuals manage and improve theirs.

I would recommend that a limit should be fixed by Statute of the University, below which the landed property of the University should not descend; and that for this purpose wild lands, lying within certain limits, should, from time to time, be purchased when favourable opportunities offer. But I think 100,000 acres (an amount I formerly proposed,) is an amount unnecessarily high.

10. I can scarcely venture an absolute opinion, not being sufficiently acquainted with the state of things in the country. But having spent all my previous life in country districts in England, and having frequently heard discussions on the subject between practical persons, my impression is, that a valuation in kind, is on the whole, in a country like England, fairest for both parties, and gives most satisfaction to the tenant. On the Duke of Sutherland's estates, in Staffordshire, the best managed I have been acquainted with, the valuation is fixed annually, on an average of the three previous years. But whether prices are sufficiently steady in Canada, to render such a course equitable; whether it would be easy to fix on the kind of produce from which the average should be taken; and whether there is any machinery by which an average could be obtained in this country; as well as how far such a plan would be applicable to wild lands, I have no means of judging.

(Signed,) JAMES BEAVEN.

ANSWERS OF REV. JOHN McCAUL, L.L.D.,
PRESIDENT OF THE UNIVERSITY, &c., TO THE
QUESTIONS PROPOSED BY THE COMMIS-
SIONERS:—

Appendix
(E.E.E.)

31st July.

1. By the Legislative Council and House of Assembly in 1797.

2. The quantity of land appropriated for Grammar Schools, and for a University in 1798, was about 500,000 acres, at that time, as appears from a pamphlet intituled, "Proceedings had in the Legislature of Upper Canada, during the years 1831, 1832, and 1833, on the subject of Lands, &c., printed by order of the House of Assembly, Toronto, 1837," it was intended that there should be four Grammar Schools, and that the portion for the University should be, at least, equal to that for the Schools.

3. In the year 1825, Sir P. Maitland, with a view to the speedy establishment and efficiency of a University, recommended an exchange of that portion of the Crown Reserves, which then remained to the Government, for an equal quantity of the lands appropriated in 1798. In 1827, Lord Bathurst authorized this exchange; and King's College was accordingly endowed in 1828, with these Crown Reserves, said to amount to 225,944 acres, but in reality containing 223,538 $\frac{1}{2}$.

4. In January, 1839, soon after my becoming a Member, (in April, 1839), a Committee of Inquiry was appointed: and full information regarding the financial affairs of the University, and the management of endowment, is to be found in the Reports of the Committee, and the Minutes of the Council during that year.

5. Yes, many. Both during the existence of the Committee, and since that time. The majority, I think, have been carried into effect.

6. The object, as originally contemplated, seems to have been to erect the buildings from the grant of £1000 sterling per annum, from the payments of the Canada Company for 16 years; to provide such outfit, &c., as might be necessary for the establishment, from a portion of the proceeds of the sales, and to secure an annual income, for the maintenance of the Institution, from the interest on the residue of the purchase money, and from rents, &c. But it was soon found necessary to abandon this plan. Before two years had elapsed, the University funds were charged with the expense of building the Upper Canada College, and the support of that Institution; and the payment of the grant of £1000 per annum, for erecting the University was stopped before the close of the fifth year. During the administration of Sir John Colborne, the establishment of the University was indefinitely postponed; and the Council, during that period, appear to have had no other object in view than providing the necessary funds for maintaining Upper Canada College, and investing the balance, with a view to the University being put in operation at some future time. In 1837, soon after the passing of the Act amending the Charter, preparations were made for carrying that Act into effect; and the plan then proposed was, to meet the expenses of the buildings and outfit by such capital as was then available, and by a loan to be paid from the proceeds of sales; whilst the annual income was to be provided from the interest on instalments due from Rents, and from the interest on the debt of the Upper Canada College.

31st July

In 1842, previously to laying the foundation of the University Buildings, a strict investigation was made into the Financial affairs of the University, and a Report was drawn up, shewing the practicability of meeting the expenditure for building, outfit, and maintaining the establishment by borrowing from capital, and repaying the loan, so as to extinguish it in 1865. This Report was approved and adopted, with the qualification, however, that as the sum to be spent on buildings should be regarded as capital invested, it was not necessary to provide for its being repaid, and therefore the allowance for the support of the University might even, in one or two years, be augmented much beyond the limit assumed in that Report, without any detriment to the Institution. Although the calculations in this Report were evidently intended to regulate future operations, yet the principles adopted in it have not been carried out. The temporary Members of the Council, influenced probably by the expectation of being superseded on the appointment of the Professors, left this duty to their successors, as peculiarly belonging to them. During a period of about six months, in 1843, there were no meetings of Council, and when this Board was re-organized, the new Members had scarcely become acquainted with the circumstances of the Institution, when a measure was introduced into the Legislature for remodelling the whole establishment. From that period up to the present time, action has been impeded in this, as in other important matters, by the constant expectation of extensive changes in the constitution and management.

7 I am not aware, that it has been held applicable to any other object, than the current expenses.

8. They have been kept distinct, so that the amount of each, for any period, can be ascertained. It would, however, in my judgement, be better if both the receipts and payments on account of capital and income, could be more clearly and easily distinguished. This was the opinion of the Council also; for in a Report which they adopted in June 17, 1845, it was recommended that "The Bursar shall submit, with his usual quarterly returns, a balance sheet, shewing the receipts and expenditure on account of capital and income, distinctly separated. For Capital, he shall take as receipts, the proceeds attested of lands sold; and as Disbursements, all payments of investments for buildings, for outfit, and such other expenditure as is usually borne by capital. For Income, he shall take as receipts, all rents, interests, dues, and fees attested, grants made, and miscellaneous items not before mentioned; and as Disbursements, the expense of management, and the Salaries and contingencies of the University and College. If it should happen that one of these services requires aid from the funds of the other, such circumstance shall be particularly noticed, and the service so borrowing shall be debited with the loan, and charged, with interest thereon." The whole payments have not been amalgamated, but the charges and expenses of the University have been paid from the whole sum attested. The total amount, however, of the current expenses of the University, does not equal the total amount of income received.

9. I was formerly of opinion, that it would be advantageous to retain a considerable portion of the Lands, as a perpetual endowment; but on examination of the subject in 1845, I found reason to modify this opinion. I now think that the suggestions which I then made, point out a preferable course; viz: 1st. That the sale of land shall be continued

until all the present Endowment shall have been disposed of, except such lots as may be advantageously kept under lease. 2nd. That, with the object of producing an income, the attested proceeds of such sales shall be invested in debentures, and profitable estates, except a small portion which shall be applied to the purchase of wild lands in favourable localities. Of these modes of investing the proceeds of sales, the first two have been already adopted, but a considerable amount of the sum at present funded in debentures, might, in my judgement, be more beneficially laid out in profitable estates. To the third mode of investment, some objections may justly be raised; but in balancing the arguments for and against it, the former, I think outweigh the latter.

10. Rent according to valuation in kind, (whereby I mean a fixed quantity,) not a fixed proportion of produce convertible at average prices, is, in my opinion, more equitable; but the applicability of this principle to the leased lands of the University is very limited.

(Signed,) JOHN McCAUL.

September 20th, 1848.

MR. CROFTS' ANSWERS TO THE QUESTIONS OF THE COMMISSIONERS:—

1. My information on this subject is only derived from general and public sources. I believe the first application for a grant for the purpose of endowing a University, was made in the year 1797, by the Parliament of Upper Canada, to the Imperial Government.

2. From the same sources, I have learned that in 1798, an appropriation of 500,000 acres was made for the purpose of endowing Grammar Schools and a University.

3. The deed of endowment, under which the lands at present held by the University were granted, was executed in 1828; but I believe it does not convey the lands originally appropriated, but that these, having been found unmarketable, and therefore, not immediately available for the purposes proposed, a portion of Crown Reserves, more immediately available, and amounting to about 225,000 acres was substituted. I presume the lands originally appropriated were re-invested in the Crown, at the date of the substitution. I do not know the conditions on which the original appropriation was so re-invested. I may mention, however, as a matter falling within my own knowledge, that at several times, portions of the lands contained in the deed of endowment having been inadvertently conveyed by the Crown to third parties; arrangements have been made with the College Council, by which other lands belonging to the Crown have been given to King's College, in lieu of those so conveyed by mistake; and that in some cases the number of acres thus given to King's College, has exceeded those inadvertently taken from it.

4 and 5. I first took my seat at the Council Board in October, 1843. With respect to the state of the endowment at that time, and to the previous and subsequent management of the Institution, I have respectfully to state, that having perused the observations made by my colleague, Dr. Gwynne, in answer to these questions, and although a considerable

31st July

Appendix
(E.E.E.)
31st July

portion of these observations is professedly made in support of a memorial transmitted to the late Chancellor, to which memorial I was not a party, yet as I cordially concurred with Dr. Gwynne, in the principles enunciated in that memorial, and generally supported him in the Council, in the maintenance of these principles: were I now to discuss the subject at such length as would be necessary for their elucidation, my observations would be almost a repetition of those made by Dr. Gwynne. With the greatest deference to the Commissioners, and to save them the unnecessary trouble of perusing a second statement of the same facts; I beg to refer them to Dr. Gwynne's answers to these questions recently placed before them, and here briefly to state my entire concurrence in the general view which he has there given of the management of the institution.

In addition to Dr. Gwynne's observations, I would state, that my own attention was first directed to the circumstance that we were using the capital to meet the current expenses of the institution, in the month of December, 1843; when, on a resolution being brought before the Council, for an increase of Dr. Sullivan's salary, the Vice-President, (Dr. McCaul,) intimated that it would be inexpedient to make any increase, inasmuch, as "the income seemed to be already overburdened;" and subsequently, in March, 1844, my attention was again formally called to the subject by the words of a protest by the President, respecting the salaries of Professors; one of the clauses being to the following effect:—

"Because the said Minute is impracticable, or rather perhaps cannot be carried into effect without increasing the debt, trenching on the endowment, and impeding the measures in contemplation for increasing the efficiency of the University."

Moreover, the Chancellor himself, in a communication read before the Council on the 20th April, 1844, adduces as a reason against the above mentioned Minute, "that the funds of the institution do not admit of the increase of expense thereby proposed."

The several assertions were still further confirmed by the Bursar's estimate of expenditure and income for the year 1843, which contains the following statement:—

Page 6, Estimated expenditure,.....	£6623	2	6
" 5, Income applicable to University purposes	6126	13	2
	£496	9	4

Even according to this most favourable statement, the expenditure exceeded the income by nearly £500.

Notwithstanding these statements, and although no additional sources of income had come within my knowledge, I found that no such objections were made by the same parties to a great increase in the expenditure at subsequent periods; and my belief, that such expenditure could only be derived from inroads on the capital, was confirmed by the Bursar's returns, and by calculations and estimates which I had based thereon.

6, 7, 8. I do not know that the College Council ever had any distinct object in view, or at least, that

Appendix
(E.E.E.)
31st July

they ever acted on any system in appropriating the proceeds of sales of lands. I believe that the sums derived from this source have been amalgamated with those obtained from other sources, and that the expenses of the institution have been defrayed from the means immediately at hand.

The same answer may be made with regard to rent and interest.

9 and 10. My inexperience in land transactions will scarcely entitle my opinion on this subject to much consideration. I have always thought, however, that were a system of long leases, instead of the alienation of the lands, to be adopted, the interests of the institution would be permanently secured, and a source of Income made immediately available; and following up this mode of administering the estate, I have no hesitation in recommending the determination of rent according to a money valuation, as both more certain and less exposed to abuse.

(Signed,) HENRY CROFT.

PROFESSOR GWYNNE'S ANSWERS TO THE QUESTIONS OF THE COMMISSIONERS:—

1. It appears from public documents printed in the proceedings of the Legislature, that the first application in this Province to the Imperial Government, for a grant of land for the purpose of endowing a University, was made by the Legislature of Upper Canada in 1797; the first object specified in the application having been the establishment of a Grammar School in each District.

2. I have not been able to discover what was the extent of the original appropriation under the application referred to in the preceding answer; but I am led to infer, from the words of a Report of the Executive Council, dated the 7th January, 1819, also printed in the proceedings of the Legislature, that it must have amounted to 500,000 acres for the Schools and the University. The deed of endowment, dated the 3rd January, 1828, conveys 225,944 acres, to the Corporation of King's College, for the purposes of the University.

3. I have always understood that for some time after this appropriation, the lands selected were not immediately available for raising funds for bringing the University into operation; and from a Despatch from Sir P. Maitland to Lord Bathurst, dated the 19th December, 1825, it appears to have been proposed to exchange the lands so appropriated for a portion of Crown Reserves more available for such purpose; and that the suggestion of Sir P. Maitland was adopted by the Imperial Government, and authority given for the exchange. The lands so given in exchange, are those contained in the deed of endowment: and since the deed was issued, the principle portion of the endowment has remained unchanged. In consequence, however, of the Provincial Government having, subsequently to the deed of endowment, inadvertently granted portions of the lands therein conveyed to private individuals; on the discovery of such mistakes, negotiations have been opened with the Corporation of King's College, for conveying other lands, belonging to the Crown, in lieu of those inadvertently taken from King's College. I am unable to state the number of acres thus withdrawn from the endowment as specified in the ori-

Appendix
(E.E.E.)

31st July.

ginal deed; or to what extent, or on what principle of compensation the lands inadvertently conveyed to third parties have been replaced by other Crown Reserves; but in one case, which has occurred since I took my seat at the Council Board, a portion of the University endowment, amounting to 200 acres, and conveyed by the Crown in the manner stated, was valued at 25s. per acre, while the Crown Reserves, received by way of compensation, were valued at 8s. per acre; thus increasing by more than three-fold the number of acres in this instance added to the original endowment. In this way, I believe, the endowment has been increased beyond the number of acres specified in the deed; but no specification of such increase has been made by the College Council, at least I cannot discover it in the Bursar's Returns.

4. I first took my seat at the Council Board on the 25th September, 1843; and previously to that time, I had no knowledge or information relative to the management of the endowment, beyond that afforded by the Public Returns, as printed in the proceedings of the Legislature.

5. Shortly after I became a Member of the Council, I saw much cause for dissatisfaction with the management, both of the Estate and of the Financial affairs of the Institution. In respect to the Estate; it appeared to me that alienations were made, not only without due consideration, but in violation of the provisions of the Charter; supposing that the Charter sanctioned alienations at all; for instead of the property being formally disposed of under statutes, rules, or ordinances as enjoined by the Charter, for regulating all important proceedings, the alienations were, in reality, effected in the Bursar's Office, and irrespective of the College Council itself, the only legitimate body through which they could be made; and even at a time when the College Council itself was in abeyance. To remedy what I considered a dangerous abuse, and with the view of obtaining at least a fair consideration for lands alienated, by transferring the discretionary power to a more competent and responsible body, on the 4th October, 1843, I moved a resolution, for the appointment of a Land and Finance Committee; whose duty it might be to investigate applications to purchase and to lease; to ascertain the value of the lands proposed to be purchased or leased; and to report to the College Council on each application. The consideration of this resolution was postponed till the 12th October, when it was adopted in an amended shape, which I supported; the amendment making it incumbent on the College Council to regulate the alienations in the manner proposed by the original resolution, but without the intervention of a Committee or any delegation of power. For some time after the adoption of this resolution, the alienation of land were effected under it; but it soon became abundantly obvious to me, that even under the restrictions imposed by the new system, the object I had principally in view, in proposing it, could not be accomplished; for not only was the College Council, which met only occasionally, called upon, at each meeting, to fix the value of a great number of separate lots, situate in parts of the Country distant from each other, without the means, in most cases, of ascertaining their real value; but it appeared that previously to the proposals for sale being submitted to the College Council, expectations or promises to applicants were held out or made in the Bursar's Office, with which the majority of Members of the Council seemed disposed to remain satisfied, and by which the operations of the Council were ultimately regulated. Thus, in effect, the power of alienation remained where it was before the resolution was pas-

sed; and its discretionary exercise received no farther check than might be given to it by the formality of obtaining the direct sanction of a quorum to each alienation, and the notice thereby given to the Members of the Council. With a view to remedy this state of things, and to supply the Council with the materials for arriving at a correct estimate of the value of the lands, for which applications were made, on the 30th December, 1843, I proposed the following resolution: "That the Bursar be required to lay upon the table, a statement of the lots of land, for the purchase of which applications have recently been made; setting forth the periods at which the several lots were first leased; the terms for which they were let, together with the annual rent to which they are at present subject; and whether there is any thing in the lease which holds forth to the tenant a reasonable expectation that the Council is compelled to sell." And in order that the Council might at no time be taken by surprise, and that fair operation might be given to the proper mode of alienation, I subsequently, on the 10th January, 1844, moved the following resolution: "That all applications for the purchase of land, be in future laid before the monthly meeting of the Council, prior to entering into any engagements with the individuals concerned."

These resolutions were carried, and for some time, were acted upon, but, notwithstanding the restrictions thus imposed on the sales, the alienation of the Estate proceeded with great rapidity, and as I was led to apprehend at a price far below its real value. I felt desirous, therefore, of getting the sales arrested, or at all events, suspended, until a more satisfactory mode of alienation could be devised. Accordingly, on the 3rd February, 1844, I moved, seconded by Professor Potter, that "the Council were of opinion that it is not expedient at present to dispose by sale of any more land, the property of King's College." An amendment to this resolution was moved by Dr. McCaul, and seconded by Dr. Beaven, and carried by a majority, to the following effect: "That a Land Committee of four Members be appointed to report on the sale of the endowment and offer recommendations to the Council relative to the same; that the following Members of Council shall form the Land Committee, viz: the Vice-President, Dr. Beaven, Professors Potter and Gwynne, and that the first meeting of the Committee shall be held in the Council Chamber, on Tuesday next, at one o'clock."

This amendment having been carried, the Committee met and assumed its duties; and as a preliminary step towards acquiring that full and accurate knowledge of the estate, which seemed to me indispensable to its proper administration, I proposed the following resolutions, which were carried:—

1. "That the Bursar be requested to complete the statements of King's College University, as usually returned to Parliament, up to December 31st, 1843."

2. "That the Bursar be requested to furnish a return of the number of acres at present under lease, and which were under lease at the time the Endowment was made over to the University."

3. "That the Bursar be requested to furnish returns of the Lots upon which arrears of rent, and of those upon which arrears of interest on instalments are due, stating the amount due on each lot."

Appendix
(E.E.E.)

31st July

Appendix
(E.E.E.)

31st July.

At a subsequent meeting of the Committee, the Bursar furnished the information required by the first of these resolutions; but he, at the same time stated, that the preparation of the returns required by the second and third resolutions would occupy two or three months. However necessary to the purposes of the Committee these returns might be, I have not, to this hour, been successful in obtaining them, notwithstanding repeated demands which I have made in presence of the Council, and the expression of my dissatisfaction with the delay that has occurred in their preparation. In the meantime, the operations of the Committee were carried on, in the absence of the required information.

On the 1st April, 1844, the Land and Building Committee submitted the following recommendation to the Council: "That 100,000 acres shall be reserved as the perpetual endowment of the University, of which, those at present under lease shall form a part, and that the buildings, including the south-west wing and the residences of the Professors, shall be commenced forthwith; and that the plans marked A and B, shall be recommended as the most expedient for the south-west wing." A resolution, that the Report should be adopted, was moved in the Council by Professor Potter, and seconded by Dr. Beaven; Dr. McCaul, moving in amendment, that the words, "of which those at present under lease shall form a part," should be omitted; and that the following words should be added after the word "forthwith," "and that the requisite sales of lands for effecting these objects shall be resumed." On a division the votes stood thus:—

AYES.

President, Vice-President, Dr. Beaven, and Principal of Upper Canada College.

NAYS.

Professors Potter, Croft, and Gwynne.

The amendment, it will be observed, was carried by the vote of a gentleman who considered himself justified in supporting both the original resolution and the amendment. I dissented from the amended resolution on the grounds stated at length in the minutes of the day. The sales of land were, in this manner, resumed under the superintendence of the Council. And, on 1st May, 1844, a resolution moved by the President, was proposed to the following effect: "That the Bursar be instructed to sell lands after consultation with two, at least, of the following members of the Council:—The Vice-President, Dr. Beaven, and the Principal of Upper Canada College. In the division that followed, the votes stood thus:—

AYES.

President, Vice-President, Dr. Beaven, and Principal of Upper Canada College.

NAYS.

Professors Potter, Croft, and Gwynne.

It will be observed, that a change was thus effected in the individuals composing the Land Committee; and that those gentlemen who are named in the resolution, are, with the assistance of the President, the only supporters of the measure. I apprehend at the time this resolution was carried, (and the result has fully justified my apprehensions,) that its effect would be to deprive the College Council of all effective control in the disposal of the lands, and of the

due exercise of their judgment on the merits of the respective applications; and to delegate the absolute power of selling the lands, to a Committee of three Members, any two of whom might, with the co-operation of the Bursar, proceed, without limit or control, in the disposal of the estate. On these, and on the following grounds, I dissented from the Resolution.

1st, Because the Committee might dispose of any amount of the land, without the knowledge of the Council, and without being subjected to any controlling power.

2nd, Because I consider the appointment of the Committee to be an unwarrantable and illegal delegation of the trust reposed in the whole Council; and,

3rd, Because the Members of the Committee had admitted their utter ignorance of the real value of the land, and their consequent inability to discharge the duties thus imposed upon them, with advantage to the Institution.

Finding myself foiled in every attempt which I made to introduce a check upon an extensive alienation of the lands, I applied myself, with some curiosity, as well as anxiety, to the inquiring, whether the same indiscriminate system had existed, *ab initio*, and if so, upon what authority it had been commenced and continued. On referring to the records of the transactions of the College Council, I was astonished to find how very little information existed respecting their land transactions, although the practice of alienation seemed to have commenced at a very early period; and I was still more surprised to find, that at no period had any statute, rule or ordinance, been enacted, either authorizing or regulating the sales. It did, indeed, appear that on several occasions when the attention of the College Council seemed to have been seriously directed to the state of the endowment, the sales were suspended; and from the action taken at these meetings, I was still further confirmed, in the very strong opinion which I had formed, of the inexpediency of the system of alienation; and at length grave doubts impressed themselves on my mind, of the legality of the alienation, at least, so far as they had been made without the sanction and solemnity of Statutes, Rules, or Ordinances.

Impressed with these doubts, I privately took the opinion of several eminent Lawyers in Upper Canada, on a case submitted for their professional advice; and finding that their opinion tended greatly to increase those doubts, or rather to confirm me in the belief that the whole system of alienation was inexpedient, unwarrantable, and illegal, I moved the following resolution in the Council, on the 24th January, 1845. That the opinion of the Attorney and Solicitor General be requested on the following points:—

1st. "Whether the sales of land (the property of King's College,) which have hitherto been made, are valid; the said sales having, in most instances, been effected by a mere Resolution of the Council, and not by Statute emanating from the Chancellor, as the Charter appears to require."

2nd. "Whether the Council of King's College is not altogether deprived of the power of alienating the real estate of the University, by sales, by what are called the restraining Statutes of Elizabeth."

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July

This resolution, not having been seconded, fell to the ground, and consequently it does not appear on the Council records. Notwithstanding the refusal of the College Council to take a step which would have placed themselves, personally, in a safe position, I still felt anxiously desirous, that nothing should be left undone by me, which might have the effect of saving the endowment from a system, which I believed prejudicial if not utterly ruinous, to the interests of the Institution. Accordingly, in the month of February, 1845, I addressed a memorial to the Chancellor, stating the difficulties which I had encountered, in reference to the alienation of the Estate; and praying that His Excellency would either take steps for staying such alienation, or propose some regulations for having it conducted on an intelligent and satisfactory system. A copy of this Memorial having been transmitted by the Chancellor to the College Council, a Committee of that Body prepared a report, which was adopted by a majority of the Council, and transmitted to the Chancellor.—These documents are printed in the Appendix to the Journals of the House of Assembly, second Session of the second Parliament, 9 Vic., 1846; and to them I beg most respectfully to refer the Commissioners, for a fuller, and more satisfactory explanation of the reasons by which I was guided in the course I have taken.—It is almost unnecessary for me to say, that the Report adopted by the College Council, and to which I have referred, was far from being satisfactory to my mind. For, passing over altogether its general tone, and the obvious and pervading attempts to throw the suspicion of improper motives on my proceedings, and to stigmatize me with the wilful intention of perverting documents, it did not meet my objections to the management of the Institution, on the grounds which I had taken; viz.: the inexpediency and illegality of the sales; and the necessity for keeping the expenditure of the Institution within its income. Moreover, the Report contained assertions at variance with existing documents, and the Records of the Council themselves; it contained inaccuracies in the statement of facts, and improper conclusions drawn from these assumed facts; it exhibited a tabular view, professedly designed to shew, that since the endowment in 1828, the Capital had not been applied towards current expenditure; whilst the table is itself inconsistent with the principles laid down in the body of the Report; is at variance with the returns made by the Bursar; and on the face of it, proves the very thing which it professes to disprove. In short, the intention of the document appeared to be an attempt to cover, rather than to explain, the previous management of the University, and the proceedings of the College Council. Confident that I was in possession of materials amply sufficient to expose its entire fallacy, I applied to the Chancellor for liberty to answer the Report on the merits. This privilege was denied to me. The Chancellor declined receiving any communication from me, on the subject; and I am therefore constrained to take this first opportunity that has presented itself, of reiterating the assertions contained in the memorial, of disproving many of the facts and inferences in the Report; and thus of vindicating the course which I pursued, by reference to the documents upon which my opinions were formed, and to the results of that system which, in the honest exercise of my judgment, I have exposed.

With this object, and keeping also in view the questions submitted by the Commissioners, I shall respectfully call their attention; First, to the system which has been adopted in the management of the landed estate; and secondly, to the fact, that the Capital has been largely applied to meet current ex-

penditure, or has otherwise been improperly disposed of. The question of the legality of the alienations having been disposed of by the Visitors, I shall not further allude to the subject than by referring the Commissioners to the opinion of the Visitors appended to the Memorial and Report.

First; In reference to the alienation and management of the endowment; I stated, in the Memorial, that although the custom of selling the lands prevailed almost from the very foundation of the Institution, and has continued to prevail ever since to a greater or less extent, although the composition of the Council has constantly varied, yet whenever the Council has considered the subject, on its being formally brought under their notice, the alienation of the estate has invariably been stopped; but the custom appears to have again continually crept in, apparently when Members were off their guard, and sometimes when there was not even a quorum of the Council present. The Report avoids a direct answer to this allegation, by stating that "the Committee are not aware that the Council have ever stopped the practice of selling the lands of the University, through any doubt of their right to alienate the estate in that way." Now, it will be observed, that I have, in no part of the Memorial, hazarded even a conjecture as to the grounds on which the Council arrested the sales, and that the reason here alleged as having been stated by me, is altogether gratuitous. I never had any reason to assume that the question of legality had ever been mooted in the Council; for certainly, if any impression of that kind had gained any ground among the Members, it is scarcely to be supposed that some one would not have been found competent to impress his opinion on a Board which always embraced the Law officers of the Crown, whose legal opinion could readily have been obtained, and who were themselves parties to the alienation, and consequently supporters of the system. It did occur to me, however, that notwithstanding the fluctuating character and constitution of the College Council, whenever the subject of extensive alienation was brought forward, a majority has invariably been found, who were opposed to such a system; either on the ground of its inexpediency, or of the deficiency of information necessary for enabling the Council to dispose of the Lands with prudence and advantage; and although the question of the legality of the sales does not seem to have attracted the attention of any of my predecessors, yet I was led to infer, that neither the mode, nor the extent, of the alienations had received the countenance of those who reflected seriously on the subject; and in support of this impression I refer to the Minutes of July, and December, 1839, January, and February, 1840, and January, 1841, quoted or referred to on page seven of the printed report of the Committee.

The report of the Committee, in referring to the Minute of January, 1840, says, the subject (*i.e.* the President's suggestion) was again noticed, and again deferred, but the Minutes of the Meeting of January, 1840, not quoted in the report, show something more; the subject is not only again noticed, but the objections to an indiscriminate alienation assumed a more determined shape; for the Chancellor, Lord Sydenham, being in the Chair, the foregoing resolution was again taken up; and it was agreed, "that at the next meeting, the Council would discuss the subject, and would consider how far it is advisable to alienate the present endowment of the University, and fund the proceeds; or whether looking to the permanence of this great Institution, it may not be wiser to retain the greater part of the endowment under lease."

Appendix
(E.E.E.)

31st July

Appendix
(E.E.E.)

31st July.

The resolution, passed at the meeting of February, 1840, also referred to in the Report, expressly directs, that until correct information should be obtained on the value of the lands, all further grants of leases, or sales of land, should be suspended.

By the returns furnished to the Parliament in 1842, it appears that only three Lots were sold in the whole of the year 1840; and the reason assigned in a note appended to these returns, for the great diminution in the number of sales effected in this year, as compared with previous years, is, that the Council suspended these sales.

The report of the Committee proceeds to state, that the next occasion in which the Committee find that the subject is noticed in Minutes, was in January, 1841, when the consideration of applications, to the extent of 5,400 acres, was deferred; the Council proposing at their next meeting, to take into consideration, whether it may not be advisable to adopt some new regulation on the subject of alienating the College property.

But although the Records of the Council, from February, 1840, to January, 1841, afford no evidence of any new system of alienation having engaged the attention of the Board, or that the information required from the Bursar had been supplied, they afford positive proof, that on several occasions, applications to purchase were refused. It does appear, although expressly denied in the Report, that the alienation of land, without a quorum had crept in; for, on one occasion, namely, on the 8th July, of that year, the Members present sanctioned the sale of a lot in Scarborough, although, "not being in sufficient numbers to form a quorum for general business, they adjourned to Wednesday." Indeed, for a considerable period subsequent to the meeting of January, 1841, a quorum of the Council, does not appear to have assembled; nor do the Minutes record the adoption of any rules or regulations in relation to the alienation of the estate, up to the year 1843, when the new Council was formed. It seems only a fair inference, therefore, that the resolution of February, 1840, suspending the sales, continued, or was believed by the Council to be in force, and that it ought to have been observed until it had been rescinded, or suspended by some new resolutions, or regulations. It appears, however, from the returns made to the Parliament in 1842, to which I have already referred, that in the year 1841, 46 sales of Land were effected; by which 4,717 acres of the estate of King's College were alienated; and yet, in the Minutes of that year, no sales seem ever to have been sanctioned by a quorum of the Council, although several applications were refused. It is true, that on the 30th June, 1841, the Members present (the President, Dr. McCaul, Honorable Wm. Allan, and J. S. Macaulay,) set prices on twenty-one lots of land. But if the setting of prices on the land is to be considered as an authority to sell, then it is conclusive as to the assertion in the Memorial that "the custom of selling has crept in, apparently when the Members were off their guard, and sometimes when there was not even a quorum of the Council present."

If, on the other hand, the expression cannot be so construed, then the custom of selling was maintained, not only without, but in direct opposition to the resolution of the Council; and no record of these sales having been made, the Chancellor, unknowingly, shared the responsibility of, and was made participator in acts which he had repudiated; for although the Report states, "That it has been the practice of the Council to submit a copy of the Minutes of each

Appendix
(E.E.E.)

31st July.

Meeting for the information of His Excellency when he has not been present." The Council seem to have felt no delicacy in withholding from him the knowledge of acts, to which he did not, and could not, have given his assent, without stultifying his former proceedings. The Minutes of the Council do not record any one of the forty-six sales of land which were made in the year 1841.

The Report further states that, "the Committee are also unable to discover the authority on which the memorialist has stated, that during the administration of Sir Charles Bagot, the custom of selling seems to have been almost abandoned," &c.

In course of preparing the Memorial, my attention was principally directed to the Minutes of the Council; where I naturally expected to find some record of a transaction so very important as the alienation of 7504 acres of land; especially, as the instances where the applications were refused, and the lands reserved, are carefully noted. The number of sales which appear to have been sanctioned by the Council during the period referred to, do not exceed four or five lots. Why these four or five transactions were recorded in the minutes, and the others concealed, it is not for me to say. The presumption is strong, that no authority was granted to a "number of individuals, less than five," to conduct or superintend the alienation of the estate; for the Minutes shew, that from time to time, (and frequently) the College Council was itself exercising a discriminating judgment on the various propositions brought under its notice.

It is perfectly true, that in the year 1842, the Finance Committee presented their Report to the Council; that in that Report the alienation of a portion of the endowment is, among other things, recommended; and that the Report was, *in toto*, adopted by the Council. But surely the adoption of a Report of a Committee, which sanctioned, only indirectly, the principle of alienation, did not divest the Council of the power to render its exercise unnecessary, of prescribing the terms and mode in which such alienation should be made, or of reserving such lots as they might deem it expedient to retain in their own hands; much less is it to be presumed, that it could confer on any individual, or "number of members of the Council less than five," the right of disposing of leased lands, or indeed, of any of the lands however small might be their intrinsic value, without reference to, and irrespective of the Council. And yet, notwithstanding, the adoption of this Report, and the large number of acres which appear by the Public Returns to have been actually disposed of, the sanction of the Council was refused to the majority of the applications submitted to that body; and not more than four or five applications appear, by the Minutes, to have been entertained during the year. Under these circumstances, it is obvious that the statement in the Report of the Committee, "that although some Members were still desirous of retaining some of the leased lands, the practice of alienation seems to have been uniformly persevered in," is inaccurate; for, on reference to the Minutes, it will be found, that the number of applications rejected by the very Council which adopted the Report, is in proportion of three to one to those which were actually sanctioned.

The circumstance under which the sales of lands were resumed in the year 1844, having been already detailed, I do not feel it necessary to make any further observations on them here; I shall only, before closing my observations on this head, call the atten-

Appendix
(E.E.E.)

31st July.

tion of the Commissioners to a few incidental matters noticed in the Report, and which seem to claim some remarks in passing.

In alluding to the very important report of the Finance Committee in March 1842, the Committee suggest a doubt as to the Report to which I actually referred. They first state "that the only Report was presented in 1843;" and yet, in the subsequent paragraph, "that the Report of the Finance Committee was presented in 1842." Leaving the Committee to reconcile these two statements; it will, I think, be very obvious, on a perusal of my memorial and the Report thereon, to which of the Reports I referred. That indeed, there was no such Report as that referred to in 1843, and that allusion was only made to it for the purpose of throwing suspicion on my conduct in the Council. It is perfectly true that in 1843, Professors Croft and Gwynne were appointed a Committee "to examine into the state of the resources of the University," and it may appear somewhat inconsistent with the rest of my proceedings, and professed objects, that we should have neglected this opportunity, thus apparently afforded us, of throwing light upon the whole management of the Institution; but no one new better than Dr. McCaul, the Chairman of the Committee, and whose signature the Report, containing this insinuation, bears, that no such opportunity was afforded us; and that very satisfactory reasons exist why this Report should never have been made. For, in the first place, the operations of the Committee were restricted to two months,—a period wholly inadequate to do justice to the vast extent of the inquiry;—and, in the second place, I had expressly stated, in evidence given before the Committee appointed to inquire into the irregularities in the Bursar's office—of which Committee Dr. McCaul was Chairman, and Dr. Beaven a member—that the Finance Committee, to which reference had thus sneeringly been made, had taken the first step in their proceedings, by calling for certain necessary information from the Bursar, preparatory to commencing their labours; but that that information had been withheld, or at least had never been given; and that, in consequence thereof, the Finance Committee had been unable to pursue their inquiries, or report to the Council. I may state here, that the evidence referred to, was given by me previous to the Report, to which I am now adverting, being made. The only Report to which I could have referred, was that presented by the Finance Committee on the 15th March, 1842; a document of very great importance, and to which I shall have repeatedly to call the attention of the Commissioners. It is printed in the Parliamentary Returns presented to the Legislature on the 23rd May, 1846. The Committee, after affecting to discover the Report, proceed to say, "that the principles on which that Report is based, are most adverse to his (the Memorialist's) views." I again freely admit, that the Report referred to, does recommend, or rather assumes the system of alienating the Endowment; and that that Report was adopted by the Council: but the Report of the Finance Committee is not adverse to the general views of management set forth in the Memorial; and it is, in a remarkable manner, at variance with the principles set forth by the Committee who reported thereon; in particular, it is not favourable to the principle of using the Capital to meet current expenses: and even in reference to the buildings, and preparations for putting the Institution in action, it suggests a mode of operation, without (to use the language of the Report,) "touching on the Endowment." It is, moreover, a remarkable fact, although concealed in the present Report, that eve-

ry principle contained in the Report of the Finance Committee, has, (with the exception of the alienation of the Endowment,) been departed from, or utterly disregarded: and as I am firmly convinced that it is to the invasion of some of the invaluable principles contained in that Report that the present dilapidated state of the Endowment is to be attributed. I shall again take occasion to invite the attention of the Commissioners to these principles, when adverting to the Financial affairs of the Institution. After a discussion of the "first Act of the present Council," to which I shall advert in the next head, and some observations of a merely personal nature, the Report proceeds to notice my objection to the alienation of the Estate, without the solemnity and sanction of Statutes, Rules, or Ordinances. This being purely a legal question, and already in issue, I do not consider it necessary to notice it further here.

The next point is one of great importance, involving the consideration, whether a fair price has been obtained for the land already sold. The first question is, whether the assumption made by me, that the lands of the greatest intrinsic value were sold first, as founded in fact. Now, I at once admit the error which I committed, in basing any such assumption on the returns made by the Bursar. For a circumstance which I shall now notice, and which is studiously concealed in these returns, and not adverted to in the Report, will show how fallacious all such calculations must be. In 1842, the average price of lands, as shown in the returns for that year, was 31s. 11 $\frac{1}{2}$ d. per acre. In the abstract, "particulars of sales," furnished for 1843, the average price of lands for 1842, is stated at 32s. 10 $\frac{1}{2}$ d. Without further reference to the discrepancy, I have to state, that in the year 1842, a system was commenced, and subsequently continued, of adding the arrears of rent due upon the lands sold to the price actually obtained; and from this union of arrears of rent, and purchase money, to strike the average price in the returns. In this manner, large accumulations of arrears of rent, part of which, from want of energy in the collection, had been struck out by the Statute of limitation, and were forced out of the returns, thus creating an apparent diminution of the arrears of rent, while the price actually realized on lands, in improved parts of the country, did not, in many cases, reach the minimum price fixed by the College Council on wild lands. The high average price has thus been kept up, without the Institution deriving any benefit from the transaction; while a large amount of arrears has been lost, in consequence of the disposal of those lands, on which they had accumulated.

Secondly.—The second principal topic alluded to in the Memorial, commented on at length in the Report, and to which I shall now direct the attention of the Commissioners, is the charge made by me, that the capital proceeds have been applied to meet current expenses, and that, thereby, or by some means not accounted for in the returns, there has been a great diminution in the Estate.

Before adverting to the tabular view given by the Memorialist and the Committee, respectively, there is a matter of some importance in reference to the financial affairs of the Institution, which is discussed at some length in the Report, and to which I beg to call the attention of the Commissioners. I stated, in my memorial, that "the very first act which the present Council was called upon to perform, was the sanctioning the alienation of £6,000 of Government

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

Debentures." The actual amount ought to have been stated at £6,500. The Committee, in answer, say "they are at a loss to know the grounds of the objections of the Memorialist to the application of this amount of funds."

I cannot conceive how a candid perusal of the memorial could have elicited this observation, especially from persons conversant with the facts. I certainly could never have made any objection to the "application" of "that amount of funds," for the very good reason, that I had no opportunity of knowing how it was applied. I neither felt nor exhibited any opposition to the payment of the just debts of the Institution; but I did conceive that I was entitled to know the manner in which the money, for which the vote was called, was applied; and, if that was not within my province, that I was, at least, entitled to a few days delay, in order to ascertain whether some more eligible plan could not be devised, for the liquidation of the debt, than by the sacrifice of that species of funded property, which I regarded as, at once the most secure, and the most available for the necessary purposes of the Institution. In both instances, my request was refused; although I was, and still am, at a loss to discover the necessity for the extraordinary haste with which the vote was sought to be, and was actually, passed; more especially when I reflected, that the debt was due to the Bank of Upper Canada, in whose hands the Debentures, and the securities belonging to the University, were placed; unless, indeed, such necessity was occasioned in the manner stated in the principal argument urged on the occasion; namely, "that it was very important that this debt should be paid before the Annual Returns, as usually applied for by the Parliament, should be made up." Nor does it now appear to me to be very unreasonable that I should have asked for a few days' delay, before giving my sanction to an important money vote, in order that I might have an opportunity (if the mode of application and liquidation of the debt were beyond my province,) of examining the vouchers on which the expenditure had been made. The resolution was proposed and carried at one and the same sitting of the Board. For the grounds on which I acted, on that occasion, I beg to refer the Commissioners to the answer which I made to a charge of insubordination preferred against Professor Croft and myself to the Chancellor, by the President and Vice-President. But that I could scarcely, in the circumstances detailed, have been justly chargeable with a desire to impede the action of the majority, is sufficiently obvious, from the resolution which the Council, in view, and in contemplation of these circumstances, passed at its next meeting; namely, "that no business whatever be completed at the meeting at which it is at first brought forward, without the consent of the whole of the Members present."

The Report proceeds to point out, (and it was from that document my first information on the subject was derived,) the manner in which the £6,500 was expended. After the most careful attention and consideration which I have been able to give to that part of the document, I am, at this moment, compelled to acknowledge my utter inability to comprehend its meaning; and am thus driven to the conclusion, that the attempted explanation, which is so unintelligible now, would not have greatly altered my course, even had it been vouchsafed to me when propriety seemed to demand it. The object of the Report is to account for "that amount of funds," viz., £6,500; and, in attempting to do so, it states, with perhaps more eloquence than accuracy, that the

following items of expenditure occur within the year 1843, viz:—

Debt to the Bank of U. C.,.....	£3,000	0	0
Advances on Mr. Ridout's Property,.....	1,500	0	0
Payment of Mr. Ritchey,.....	1,950	0	0
Do. on Account of General Library,.....	650	0	0
Do. do. Mr. Paget,...	950	0	0
Making in all,.....	£8,050	0	0

Which, "independent of a number of smaller accounts paid," I am asked to believe was discharged by the sum of £6,500! It may be perfectly true, that, to any one who took the trouble of investigating the subject, with the object of arriving at the truth, especially if he had the materials for doing so, the matter would appear perfectly plain; but, as if to shut out all reasonable hope of such a consummation, the Report deepens in mystery as it proceeds; and, in the subsequent part of the paragraph, actually demolishes the very materials on which the previous estimate had been made. Thus, towards the conclusion of the paragraph, the requisite outfit for commencing the University, (including Medical and General Library, and Surgical Instruments,) required an outlay of invested capital of about £500—for those objects have required no more—while in the previous part of the same paragraph, these very objects are set down at £1,600. Again, the payment on account of the building, is, in the same manner, converted from £1950 to £1500; while a very slight mistake of £90, is made on account of investment in land, as directed by the College Council. In the midst of such glaring inaccuracies, it is in vain for me to attempt any solution of the mystery. Certain it is, that the preparations, by way of buildings, for commencing the University, were to have required no more than £500; for, to that sum the Council was restricted, by a College Statute. But no one, looking at the College Chapel alone, will say that it cost no more than £500. Nor does the matter appear to me any clearer, if I refer to the printed Returns for the year referred to; for even if the various items, of which the expenditure of £6,500 is composed, were accurate in either of the ways in which they have been stated, is it at all apparent that the whole, or any part, of the expenditure alluded to, was met by the proceeds of the Debentures sold; and that there has been no other capital expended within that period for these very objects? The Annual Abstract for the year 1843, furnished by the Bursar, shows the receipts of that year to have amounted to £33,376; of which large amount, the sum of £6,834 appears as proceeds of Land sold. Can it be possible that the whole of this eloquent statement is a mere play on the words "Invested Capital"? That no cognizance is had of that capital, which came into the Bursar's hands, and which ought to have been invested? and that, from this latter source, the first estimate of £8,500, or at least some of the items comprising it, was truly derived, and liquidated? I have no means of arriving at the truth, beyond those furnished by the Report; and the withholding of all information on the subject, sufficiently justified me in the course which I took.

I come now to the charge, that the capital proceeds have been applied to meet current expenses; or are otherwise unaccounted for.

The Tabular View, set forth in the Memorial, was intended to represent a comparison between the En-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

dowment and Income, in 1843, and the Endowment and Income, in 1844. The mistake in the title, (1845 having been given for 1844,) is easily accounted for; no returns of assets having been then made up, I was obliged to have recourse to the returns of Income, for 1844, which, although actually furnished at a late period of the year 1845, are only brought down to the 31st December, 1844. The error was one into which I might not unreasonably fall; and the Committee, themselves, immediately after adverting to it, fell into a similar mistake. This is a matter, however, which neither affects the accuracy of the returns, or my representation of those returns, as a reference from the one to the other will show that my charge referred to the year 1844.

I charged the Council with having, during that year, used capital to meet current expenses, to the extent of £9205 7s. 9½d.; or that this alleged deficiency of capital was not accounted for in these returns. The Committee have taken issue with me on this point. They deny that any diminution of capital took place in 1844; or, if any diminution appears, that it had been applied to objects to which capital is legitimately applicable. In order to show this, they extend the comparison of years, by introducing the year 1842; and they allege that, "on comparing the assets, as given by the Bursar, in 1842, with a similar return for 1845, (meaning 1844,) it appears that there is a great increase in the latter year, produced by the completion of the buildings, and by the provision of outfit." On reference to the Annual Returns for 1842, and 1844, it certainly appears as stated in the Report, that there is an increase in the assets, to the extent of £1108 2s. 9½d.; the assets in 1842 being £335,666 17s. 6d.; and in 1844, £336,775 0s. 3½d.; but it is exceedingly difficult to see how the increase could have been obtained by the conversion of one landed or funded estate into another. It is to be presumed that the amount of money realized from the sale of Lands, Debentures, &c., when laid out on buildings, apparatus, books, &c., could only be represented by a similar amount. But, I apprehend, another solution of the difficulty can be made, less favourable to the interests of the Institution.

The increase of assets is, I fear, only apparent; for, on reference to the item in the assets, which is represented by the Land portion of the Endowment, it will be found, that, while in the year 1842 the value of the leased lands is represented to be 22s. 6d., per acre, in the year 1844, although no inspection or valuation had, in the mean time, been made to warrant the change, the same lands are represented as being worth 23s. 8d., per acre. On an elastic principle of this kind, it is easy to allege an increase of assets to any extent, in any year; and were the actual number of acres comprising the Endowment to remain stationary, the returns of assets would exhibit so favourable a view of the circumstances of the Institution, by this mode of imposing a fictitious value on the lands, as would cover any expenditure. But when I find this expenditure increasing, with a rapidly diminishing Endowment, I am led to the conclusion, that an arbitrary and fictitious rise in the value of lands, does not, by any means, increase the actual assets. Thus, in 1842, the leased lands, amounting to 101,050 acres, were valued at 22s. 6d., per acre=£113,656 5s. 0d.; in 1844, they amounted to 88,855 acres, and were valued at 23s. 8d., per acre=£105,145.

101,050 acres, at 22s. 6d.,.....	£113,656	5	0
88,855 do. 23s. 8d.,.....	105,145	0	0
12,195 acres.....	£ 8,511	5	0

Appendix
(E.E.E.)
31st July.

Now, the sum of £8511 5s. 0d. here, apparently represents the value of the lands, by which the Endowment was actually diminished. But the estate was actually diminished by 12,195 acres; and taking the proceeds of the sales of lands for 1843, and 1844, as given in the returns, the amount realized was actually £20,128, 17s. 7d. Now, upon deducting from the last mentioned sum the alleged increase in the value of the lands, viz., £8,511 5s. 0d., there arises a balance of £11,617 12s. 7d., still remaining unaccounted for; even on the principles, on which the returns are framed, and which are sanctioned, and adopted by the Reporters on my Memorial.

The question then occurs, Did this diminution arise in the year 1844, as I have stated in the Memorial?

The Report sets forth the conversion of a certain amount of capital, in the years 1843 and 1844, into buildings, out-fit, &c. I allege that all the conversion here set forth was not subsequently to 1843, and that no portion of it took place during the period embraced by my tabular view.

By the returns of assets, for 1843, (see Tabular View, No. 2, appended hereto,) the first nine items amount to £188,401, 2s. 3½d. The returns of 1844 represent the same items, as amounting to £188,561 11s. 1½d.; showing an increase, in 1844, of £160 8s. 10d.

During the same period the leased lands are reduced from	95,575 acres.
To	88,855 "
Showing a diminution of	6,720 acres.

Now, the average price for which the lands of King's College and Upper Canada College, sold in 1844, was about 31s., thus making the proceeds of land in that year £10,416 1 0
From which deducting the increase already exhibited in the other assets, amounting to..... 160 8 10

Gives a total amount of £10,256 12 2
apparently unaccounted for, in the year 1844.

It will be observed, that, a discrepancy exists between the amount of diminution in 1844, alleged by me in the Memorial, and that now alleged. The extent of the diminution is greater in the latter statement; which, I apprehend, is the more accurate view of the matter. My first calculation was made from the returns of income. No returns of assets having, as I have before stated, been then furnished; but I have now been able to give greater precision to my views from the Bursar's return of assets, since furnished.

Enough, I think, has been said, to show that the great diminution of the Estate charged by me, took place, as was alleged in 1844, and a reference to the returns of assets, will readily show, that the diminution is not attributable, in any degree to the circumstances stated in the Report; which also, singularly enough, adduces these very circumstances in evidence of an alleged increase of assets. Thus, a reference to the returns of 1843 and 1844, will show, that the value of the buildings, and out-fit remains the same, in both years; that the outfit which was stated in 1844 at £7,000, was stated at precisely the same amount in 1843; and that no increase whatever takes place in the value of the buildings.

Appendix
(E.E.E.)
31st July.

The explanation, therefore, given in the Report, "that the alleged decrease of Capital can be satisfactorily shown not to have been caused by expenditure in current charges, but in legitimate objects," falls to the ground.

The observations on the Report, as to an alleged inaccuracy in the statement of the arrears of Upper Canada College, not involving any great principle, and being sufficiently in issue, I shall pass without further notice; merely observing, that if an error in my statement has occurred, it must be attributed to the fact, that the Books and Papers in the Bursar's office were closed to me, and inspection refused within two days after I had intimated to the Council my intention to address a Memorial to the Chancellor.

Before proceeding to the very serious inquiry proposed in the Report, namely, whether the diminution of Capital has extended over the 17 previous years of the Institution, these are two matters of some importance, in reference to which, the Committee charge me with making observations without due consideration.

1st. That the Rent-roll remains the same in both years, although it appears from the returns, that the lease lands diminish to the extent of 6,710 acres. The Committee admit the fact, and finding fault with the term "Rent-roll," as inapplicable, and substituting the more convenient term of Estimate, they account for this very extraordinary circumstance, by stating that the septennial increase of rent corresponds, with exact precision, in this year, to the deficiency arising from 6,710 acres, being struck from the Rent-roll, a coincidence so extraordinary as to be almost miraculous, and requiring some further investigation, before I could surrender the incredulity with which I at present regard the occurrence.

2nd. I stated in the tabular view, "that no credit has apparently been given for the proceeds of Land sold in 1844."

The Committee deny the fact, and allege that the amount of purchase money received in that year, was about the same as the amount of proceeds of Lands sold; and, therefore, the amount of purchase money outstanding must remain the same both years. The accuracy of this explanation may be amply tested by the Bursar's annual statements of receipts and disbursements for the year 1844. Admitting this statement to be correct, (although an error, to some extent does appear in it without affecting the assets) it does not, in any respect, impugn the accuracy of this charge made by me; for under what item in the Returns, does the Capital derived from land sold and received, during the year 1844, appear? Having thus, I think, satisfactorily proved all that I charged in the Memorial, namely, "That in the year 1844, the Estate of King's College was considerably diminished, and that a large amount of Capital was, in that year, appropriated to meet current expenditure, or that it has, in some other manner, unaccountably disappeared." I shall proceed to the inquiry propounded by the Committee, viz:—whether there has been such an application of the Capital in the other years during which the Institution has been established.

This question was not mooted by me in the Memorial. Indeed, when that document was prepared, although I charged the Council with suffering a diminution in 1844, I had not entertained the most

Appendix
(E.E.E.)
31st July.

remote idea that a similar charge might be made in respect to the preceding year. On the contrary, I had every inducement to the belief, that during the long period when the University was in abeyance, the capital had been rapidly accumulating; and that in consequence of the large amount of monies received, being funded, a surplus had constantly arisen, after meeting current expenses, from which the invested property of the Institution had accumulated; and I was further warranted in entertaining this idea from the circumstances, that in the Bursar's Returns there appeared large accumulations of rents and arrears of interest, the value of which I had then no reason to dispute.

But painful to my mind as is the conclusion at which I have arrived, I think it due to the Commissioners to state, that I am impressed with the belief, that ever since the establishment of the University, a system has been carried on, or rather a want of system has prevailed, by which a considerable portion of the capital has been used to meet current expenses, or has unaccountably disappeared. If any reliance is to be placed on the tables appended to the Report, they furnish ample evidence of this assertion. Indeed, I am at a loss to conceive, how any one acquainted with the most elementary principles of arithmetic and accounts, could have prepared these tables, without being himself satisfied of the fact. For not only are these tables framed on principles directly at variance with those set forth on the Report, but they prove on their face, the very thing they profess to deny; namely, that in the seventeen years' operations, which they profess to exhibit, a portion of the capital has been applied to meet current expenses.

The Report states, "it is plain that, strictly speaking, the sums received by transmuting the endowment into money, should be regarded as capital, whilst the rent and interest on instalments due, form the annual income. This capital is to be employed in two ways, either in purchasing profitable investments, or in buying the stock necessary for conducting the business of the establishment; i.e., grounds, buildings, and outfits.

It is also evident, that the annual income, consisting of rents and interest on instalments due, may be legitimately expended on current expenses." The accuracy of these principles must be at once admitted; but when the Committee proceed further to state, that they "subjoin some tabular views, from which they conceive it will be apparent, that not only has the capital not been applied to pay current expenses, but that a considerable sum has been taken from the annual income, and applied to purposes to which capital is legitimately applicable." I am at a loss how, in the face of these tables, such an assertion could be made; for in the tabular view No. 1, I find:—

The Royal Grant for Buildings.....	£4999	19	9
The proceeds of sales collected, stated at No. 1.....	85816	1	1
And in No. 3, on account of Upper Canada College.....	11665	10	10

In all..... £102481 11 8

On the other hand,
the expenditure of
capital for King's
College and U. C.

Carried over..... £102481 11 8

Appendix
(E.E.E.)

31st July.

	<i>Brought over</i>	£102481	11	8
College, with the profitable investments stand thus, including improvements, viz.:				
No. 1. King's College	£32632	18	10	
No. 3. U. C. College Buildings and Grounds.....	18948	2	3	
Do. do. Debts and Investments	1759	4	0	
No. 4. Debentures, Mortgages, and Cash	47078	15	5½	
	<u>£100419</u>	0	6½	

Leaving an excess of expenditure of capital to the extent of..... £2062 11 1½

Such is the result of an analysis of the tabular views, as given by the Committee, giving full credit for the several amounts therein stated under the head of capital received and expended on account of King's College and Upper Canada College; but it can be easily shown that these tables are erroneous, and are not constructed on the principles set forth in the Report. For, in the first place, in No. 1, they take credit in the expenditure of capital on objects to which capital is strictly applicable, for the entire amount expended on University Grounds and improvements, being.....£13563 17 6

While a reference to the Bursar's Return for the year 1839, will show that the money expended on the Avenue and grounds, amounted only to the sum of..... 4391 2 1

Leaving the sum of..... £9172 15 5 expended on improvements, which, on the principles laid down in the Report, was a legitimate charge on income alone.

In the second place, the Committee take credit, in the tabular view No. 1, as the amount of expenditure on account of King's College, for the sum of..... £32,632 18 10

While the amount stated on account of the same items in the Bursar's returns of assets for 1843, is..... 27,000 0 0

Leaving the sum of..... £5,632 18 10 with which the Committee have overcredited themselves.

In the third place, in the tabular view No. 3, the proceeds of sales of Town lots collected, belonging to Upper Canada College, is stated at £1,235 7 9 While, in the Bursar's returns, No. 5, furnished to Parliament, they are stated, in 1843, to amount to..... 1,343 12 11

Leaving a sum of..... £108 5 2 unaccounted for in the statement of the Committee. If the occurrence of such statements is extraordinary; in tables prepared for the express purpose of showing a result altogether different, I have yet to point out instances not less extraordinary, where a portion of the estate has mysteriously disappeared altogether from the Bursar's returns. The report of the Finance Committee of 1842 has already been referred to, and scarcely too much importance can be attached to it; for, in the first place, it bears on the face of it the evidence of much labor and attention; secondly, the gentlemen who composed the

Appendix
(E.E.E.)

31st July.

Committee, (Hon. Wm. Allen, Captain Macaulay, and Dr. McCaul,) must be presumed to have been conversant with business, and accurate in details; and thirdly, the time when, and the objects with which it was drawn up, (preparatory to, and with the immediate view of opening the University,) were calculated to insure its perfect accuracy, both in the general view and in the details on which they were based. In that report, (see the returns furnished to Parliament in 1846, page 8,) the number of acres granted as an endowment to King's College is given as.....(acres) 225944

Deduct errors in the measurement... " 2405½

Endowment " 223538¾

At the date of the Report, 1842, there had been sold(acres) 97460¼

Leased " 105314½

Unoccupied " 20764

Acres 223538¾

From the above extracts from the Report, it appears that in 1842, the University held of leased lands..... 105314½ acres.

Do do and of unoccupied lands 20764 "

126078½ acres.

The returns furnished by the Bursar of the state of the endowment, as at the 1st December, 1843, give the leased and unoccupied lands as 107610 ½ acres, shewing a diminution, in the years 1842 and 1843, of 18467 ⅓ acres.

By the same returns it appears, however, that the quantity of lands actually sold during that period, amounted in 1842, to 7504

Do do 1843, 7723½

15227½

Shewing a diminution of the endowment unaccounted for in the Returns of 1842, and 1843, to the extent of3239½ acres.

But to these fall to be added the deficiency in the measurement above referred to, of which no notice was taken in the returns for 1843 2405½ "

Total amount unaccounted for..... 5644½ "

This diminution is not, however, more extraordinary than the mysterious addition to the endowment which appears to take place principally in the year 1844.

On reference to my tabular view appended to my Memorial it will be seen, that in 1843 the wild lands amounted to 54796½ acres, and in 1844 to 57424½, giving an increase of 2628 acres. Having been forcibly struck with this extraordinary circumstance, I was about to move a resolution in the Council, calling for an explanation from the Bursar; but on the President suggesting that it was unnecessary, as the information would be furnished, I agreed to waive it. The Bursar afterwards furnished me with an explanatory memorandum, a copy of which I have hereunto appended. This explanation is by no means satisfactory. For, in the first place, on making the calculation suggested by the Bursar, I do not find

Appendix
(E.E.E.)
31st July.

“ that the amount of lands on lease and unoccupied, taken together for each year, agrees with the amount which should remain after deducting the lands sold ;” the discrepancy being fourteen acres ; and secondly, when I ascertained from the Returns furnished in 1844, the total reduction which has taken place in the leased lands, since the returns of 1842, and compare this reduction, amounting to 12195 acres, with the amount of lands sold, I find that the quantity sold actually exceeds the reduction to the extent of 551½ acres. The addition to the wild lands could not, therefore, have arisen in the manner pointed out by the Bursar, viz., by subtracting the amount from the

Appendix
(E.E.E.)
31st July.

leased lands and adding it to the unoccupied. Nor does it appear that the diminution of capital, or its unaccountable disappearance has been confined to the years embraced by the Report. An examination of the Returns for the last five years will shew, that during that period, the erroneous sum of £25441 13s. 2d., has been in this manner absorbed ; and this, notwithstanding an arbitrary value having been given to the assets, by which they have increased, apparently, to the extent of £26685 13s. 9d. Thus a comparison of the returns of assets for 1842, with those for 1847, gives an increase of £15603 11s. 8d. on the first nine items.

ASSETS FOR	1842.			1847.		
	£	s.	d.	£	s.	d.
1. Cash and profitable Investments	40044	18	4	59072	19	9
2. Proceeds of Land outstanding	61084	9	2	60695	4	6½
3. Rents in arrears	16798	0	6	14800	0	0
4. Interest on do	18000	0	0	15799	0	0
5. Buildings, Grounds, &c.	36000	0	0	43000	0	0
6. Town Lots, Block D	1000	0	0	1000	0	0
7. College Dues in arrears	6402	0	4	5523	1	9
8. Cash and profitable Investment belonging to Upper Canada College				1759	4	0
9. Increase on Welland Canal Debentures				288	10	0
	£ 188329	8	4	203933	0	0½
				188329	8	4
				£ 15603	11	8½
Total increase since 1842.....				£ 15603	11	8½
In the Returns of Assets for 1842, the eighth item, then amounting to £2,356 6s. 5d., is not carried forward ; and, in an estimate of this kind, it may be proper to leave out of view the increase on Welland Canal Stock. On deducting these sums, then amounting to.....				2639	16	5
There remains an increase in Assets, since 1842				£ 12963	15	3½
Now, it will be found, that within the same period, Lands have been sold to the extent of 24,172½ acres ; and that the proceeds of these sales amounted to				38405	8	5
So that the sum of				£ 25441	13	1½
remains unaccounted for, notwithstanding the alleged increase of Assets to the extent of	£ 26685	13	9			

I have thus, I apprehend, made it abundantly plain, that, assuming the Bursar's Returns to be correct under the present system of management, the endowment is rapidly diminishing, or if such be not the fact, that these returns are essentially erroneous and unsatisfactory. I regret that, notwithstanding the frequent attempts which I have made to bring these matters before the College Council, I have never been able to awaken a very serious attention to their import and effect ; nor to elicit any satisfactory information or explanation of the results which these returns exhibit. And having failed in obtaining the ear of the late Chancellor, to a full discussion of the charges made in the Memorial, I was left without remedy or appeal. I will only, in conclusion, observe, that if there is any accuracy in the estimates which I have made, and if any portion of the diminution alleged, is to be traced to those irregularities and peculations, which have been proved to have existed in the Bursar's office, even during the time when I have had a seat at the Council Board, the evil may, to a great extent, be attributed to the system of alienating the estate, through a Committee, with almost unlimited power in the disposal of the lands.

In the observations which I have deemed it incumbent upon me to make, in answer to the fifth interrogatory put by the Commissioners, I have confined myself, as far as possible, to the discussion of principles. There have been, however, other irregularities

in the management, and there are some other errors and discrepancies in the Bursar's returns, which I have not been able to notice within reasonable limits, or in the scope of the questions submitted ; but these I am also prepared to state, if called upon to do so by the Commissioners:

6. I cannot discern that the Council have at any time, had any distinct object or purpose in view in appropriating the proceeds of the sales of lands ; but, as stated in the preceding answer, I am strongly impressed with the belief, that a considerable portion of these proceeds has been used to meet the current expenses of the Institution.

7. The interest arising from the sources mentioned in this question being income, and, therefore, legitimately applicable to the current expenses, has, so far as I am aware, been applied to the extent collected, to meet the annual expenses of the Institution.

8. In answer to this question, I would state, that I have no personal knowledge of the mode in which the Bursar's accounts have been kept. Nevertheless, I am under the impression that monies derived from the sources mentioned, have not been kept distinct, but on the contrary, have been amalgamated, and that the charges and expenses of the University have been paid from this fund, at least up to a very recent period ; and this impression is strengthened by a letter addressed by the Bursar to the Chancellor in

Appendix
(E.E.E.)
31st July.

1843, printed in the Parliamentary Returns of 23rd May, 1846, and marked No. 15. The Committee who reported upon the Bursar's office, suggested that the amount of these monies should be kept distinct. Their Report was adopted by the Council, but whether, in this respect, it has been adhered to, or not, I cannot say.

9. I have always been of opinion that the greater portion, if not the whole of the endowment, should be retained in the hands of the Council, and rented by them under long leases. This opinion, however, has been formed in the absence of that information which would be requisite to give it weight. For instance, were a proper inspection and valuation of the lands made, I might be called on to exercise some judgment on particular portions, and while in reference to some, I might recommend a system of long

leases, in respect to others, I might recommend a sale, and the investment of the proceeds in other lands, where leases might be more readily entered into, and the rents more easily collected.

I think that in all cases, a fixed money rent should be paid. 1st, Because it is of great importance, if the expenses of the Institution are to be limited to the income, that the managing body should know the precise amount of that income; and that it should not be left at a fluctuating amount, derived from a rent payable in kind; and 2nd, Because the expenses of management, when the rent is paid in Cash, would be infinitely less than if paid in produce.

(Signed,) W. C. GWYNNE.

October 2nd, 1848.

Appendix
(E.E.E.)
31st July.

APPENDIX A.—TO PROFESSOR GWYNNE'S ANSWERS.

ASSETS OF KING'S COLLEGE, INCLUDING UPPER CANADA COLLEGE, FOR 1842.						
	£	s.	d.	£	s.	d.
Cash and profitable Investments.....	49044	18	4			
Proceeds of Lands outstanding	61094	9	2			
Rents in arrears, £16,798 0s. 6d., say half	8400	0	0			
Interest in arrear	18000	0	0			
College Dues in arrear, £6,402 0s. 4d., say.. ..	5000	0	0			
Block D. in Toronto, mostly sold, what remains may be valued at £1,000, at present in profitable buildings and grounds... ..	1000	0	0			
Site of the University, with £6,000 paid already towards the new building, at present unprofitable	18000	0	0			
Grounds and Buildings of Upper Canada College, unprofitable, except as saving rent of premises	18000	0	0			
Lands under Lease 101,050 acres, taken at 22s. 6d. per acre.....	113656	5	0	178529	7	6
Lands unoccupied 57,975½ acres at 15s., at present unprofitable	43481	5	0	157137	10	0
				£ 335666	17	6
ASSETS FOR 1843.						
Cash and profitable Investments.....	45545	18	6½			
Proceeds of Lands outstanding	67605	8	9			
Interest on do in arrear	18000	0	0			
Rents in arrear, about £16,500, take one-half.....	8250	0	0			
College Dues in arrear, £7,464 1s., say one-half	3000	0	0			
Town Lots, Block D.	1000	0	0			
Buildings and Ground, Site of University	20000	0	0			
do do Upper Canada College.....	18000	0	0			
Fittings, &c.	7000	0	0			
Lands on Lease 95,575, at 23s. 5d.				188401	2	3½
Lands unoccupied, at 15s.				111902	8	0
				41124	7	6
				£ 341427	17	9½
ASSETS FOR 1844.						
Cash and profitable Investments.....	45619	18	5½			
Proceeds of Lands outstanding	68389	12	8			
Interest on do in arrear	16552	0	0			
Rents in arrear £16,000, take one-half.....	8000	0	0			
College Dues in arrear, £5,805 7s. 3d., say.....	4000	0	0			
Town Lots, Block D.	1000	0	0			
Buildings and Ground, Site of University.....	20000	0	0			
do do Upper Canada College.....	18000	0	0			
Fittings, &c.	7000	0	0			
Lands under Lease 88,855, at 23s. 6d. per acre	105145	1	8	188561	11	1½
Lands unoccupied 57,424½, at 15s. per acre.....	43068	7	6	148213	9	2
				£ 336775	0	3½
ASSETS FOR 1845.						
Cash and profitable Investments, see Returns 2, for King's College	54265	15	11½			
do for Upper Canada College, see do No. 6.....	1759	4	0			
Add increased value on Welland Canal Debentures	282	17	9			
Proceeds of Lands outstanding	62142	16	9			
Interest on do in arrear	15767	0	0			
Rents in arrear £15,400, say	7700	0	0			
College Dues in arrear £5,454 16s. 1d., say.....	3000	0	0			
Town Lots, Block D.	1000	0	0			
Grounds and Buildings of King's College and Upper Canada College.....	45000	0	0			
Lands under Lease 88,496, at 25s. per acre				190917	14	5½
Lands unoccupied 55,173, at 15s. per acre				110620	0	0
				41380	0	0
				£ 342917	14	5½

Appendix
(E.E.E.)

APPENDIX A.—(Continued.)

Appendix
(E.E.E.)

31st July.

ASSETS FOR 1846.		£	s.	d.	£	s.	d.
Cash and profitable Investments, see Returns 2, King's College	56638	16	9½				
do for Upper Canada College, see do No. 6	1759	4	0				
Increased value on Welland Canal Debentures	283	10	0				
Proceeds of Lands outstanding	61506	11	4				
Interest on do in arrears	15955	0	0				
Rents in arrears £14,900, take about	7500	0	0				
College Dues in arrears, £5,352 14s. 5d., say	3000	0	0				
Town Lots, Block D.	1000	0	0				
Buildings and Grounds of King's College and Upper Canada College	45000	0	0				
					192643	2	1½
Lands under Lease 86,732½, at 25s.					108415	7	6
Lands unoccupied 33,245, at 15s.					39933	15	0
					£ 340992	4	7½
ASSETS FOR 1847.		£	s.	d.	£	s.	d.
Cash and profitable Investments	59072	10	9				
do Upper Canada College	17594	4	0				
Increased value on Welland Canal Debentures	283	10	0				
Proceeds of Lands outstanding	60695	4	6½				
Interest on do in arrears	15799	0	0				
Rents in arrears £14,800, say	7300	0	0				
College Dues in arrears £5,523 1s. 9d., say	4000	0	0				
Town Lots, Block D.	1000	0	0				
Buildings and Grounds of King's College and Upper Canada College	45000	0	0				
					195109	18	3½
Lands under Lease 87,032, at 30s. per acre	130548	0	0				
Lands unoccupied 43,925½, at 15s. per acre	36694	13	0				
					167242	18	0
					£ 362352	11	3½

31st July.

APPENDIX B.

COPY OF BURSAR'S LETTER.

(Memorandum.)

KING'S COLLEGE OFFICE,
19th June, 1845.

It appears, by the returns I have furnished, that the unoccupied lands, at the end of the year 1843, were 54,796½ acres, and that at the end of 1844 they were 57,425; showing an increase of 2,628½ acres. The whole endowment, when made over to the College, was under lease or under promise of lease. How the lands were afterwards distinguished into leased and unoccupied I know not; but the division has never appeared to me to have been done in any satisfactory manner. Soon after I came to the office I endeavored to arrive at some accuracy on the subject; and it appeared then that we had about 111,130 acres under lease, and 59,559 acres unoccupied. In 1842 I made another investigation, when the leased lands appeared to be 104,188 acres, and the unoccupied about 54,000. When I made out the returns for 1844, I think I rejected from the leased lands such lands as we had every reason to believe had been abandoned, and this would consequently give rise to the increase stated above; but, having mislaid the rough calculations on which I formed those returns, I cannot speak decidedly on the point; but I believe the variance rests entirely on lands in nominal occupation. It will be found that the amount of lands on lease and unoccupied, taken together for each year, agrees with the amount which should remain after deducting the lands sold.

The 1,200 acres in Ashfield (Mr. Thornhill's) do not appear in the returns otherwise than as an investment in freehold property. The 400 acres in Wawanash, and the 466 in Euphrasia, will appear

in the future returns in augmentation of the endowment.

(Signed,)

H. BOYS,
Bursar, K.C.

ANSWERS OF THE PRINCIPAL OF U.C. COLLEGE TO THE QUESTIONS OF THE COMMISSIONERS:—

1. It does not appear. (Vide original grant;) I believe by the present Bishop.
2. 225,944 acres, (vide Grant,) 15th March, 1827, at Westminster; 3rd January, 1828, at York, now Toronto.
3. It would appear by the patent under which the University holds, that some change of lands was made. (Vide Patent.)
4. 18th November, 1843. From all I saw I was impressed with the conviction that no body of men could be more anxious to discharge this duty, as Members of Council, faithfully. I felt satisfied, however, that persons occupied, like myself, with the duties of constant teaching, could not possibly, as the Commissioners are now doing, take up the whole question, involving a retrospect of so many years and such large transactions. The names of those who had preceded me, as Members of Council, were a sufficient guarantee to my mind; that to the management of the University's endowment honest attention had been given. Such errors as may have been committed, I believe would, from the earnest wish I have ever seen on the part of all to do what was right, fall to the lot of any short of infallible management.

Appendix
(E.E.E.)

31st July.

5. When there was a desire to raise, by the sale of lands, a large sum for the continuency of the University Buildings, I thought that such a portion of that sum should be set apart as would buy, of Government, at their low prices, the same number of acres as the Council might sell at high prices. By this means the endowment would not be diminished as far as lands were concerned. The cash balance could be applied to the desired object; and, in process of time, the new lands would rise to such a value that no ulterior detriment would be incurred. Such plan has not yet, to my knowledge, been carried into effect.

6. The objects or purpose in view would of course vary from time to time. I have always been given to understand, when I asked the question, that the proceeds of lands sold were invested, and the interest only applied.

7 & 8. To questions seven and eight I am compelled to reply, they involve so many difficult and intricate points, for the satisfactory settlement of which I felt would be required the undivided time and united ability of such a Commission as the present, that it was for the express purpose of gaining a candid and just opinion upon them, on which I could rely, that I voted for the appointment of the Commission; and I think when the Commission, at the close of their session, shall have taken a retrospect of the time and trouble required of them to arrive at a satisfactory decision, they will consider that any opinion, hazarded upon less trouble and investigation than they themselves have given, would be entitled to no weight.

9. I should wish to see the lands sold in such a manner as recommended in answer No. 5, and the proceeds invested in Debentures, Stocks, and other securities, so as to enable all the expenses of the University, of a legitimate kind, to be defrayed, without in any way trenching upon the principal, and the remainder of the lands leased if possible;—I say if possible, because it is well known there is an antipathy to holding farms under lease in this Country, where it is so easy to become possessor of the fee-simple.

10. I think the rents of the lands should be determined by a money valuation. I believe a "valuation in kind" has been attempted by the Government and failed.

(Signed,) F. WM. BARRON,
Principal, U.C.C.

TWENTY-SEVEN QUESTIONS PROPOSED BY THE
COMMISSIONERS TO THE BURSAR OF
KING'S COLLEGE, WITH THE BURSAR'S RE-
PLIES:—

Q. 1. Will you be pleased to furnish to the Commissioners a statement of all persons at present in arrears to Upper Canada College, showing the amounts due by each; how long due; why still unpaid; and what prospect there is of collecting the same?

A. This question was referred to the Principal of Upper Canada College, on the 28th November last. He was reminded of the subject by letter dated the 3rd instant. His answer, when received, shall be

forwarded to the Commissioners. (See answer by Mr. DeLaHaye, letter 10th July, 1849,—Appendix.)

Q. 2. Did the returns of arrears of dues to Upper Canada College, 11th November, 1844, amounting to £327 11s. 11d., comprise the whole of the defaulters from the establishment of the College; if not, please to state who, if any, were omitted, and the reason for such omission?

A. The same answer as to No. 1. (See Mr. DeLaHaye's answer,—Appendix.)

Q. 3. What defendants took advantage of the Statute of limitations; and please to state the amount due by each?

A. The same answer as to No. 1. (See answer of Mr. DeLaHaye, and Mr. Small's return,—Appendix.)

Q. 4. Has any account been kept for loss? if so, please furnish the Commissioners with the book or books containing such account. If no such account has been kept, please state what record is made in your account books of losses, when the same have been undoubtedly ascertained.

A. The same answer as to No. 1. (See Mr. DeLaHaye's answer,—Appendix.)

Q. 5. In Minute Book, Vol. II., page 298, March 19th, 1842, you recommended the Council to divide the payment or arrears of rent and interest into instalments, so that those tenants who might desire to purchase, should be allowed to pay their arrears, with the purchase instalments, say in ten parts, total in nine years; and that those not purchasing should pay in six parts, or total in five years? Was this suggestion adopted? If so, has its operation been favorable or otherwise, to the interests of the University? Did the inducements thus held out to tenants in arrears, secure the payment of any rents or interest which would otherwise have been lost, in consequence of the parties availing themselves of the Statute of limitations; or of some other legal means of defrauding the University?

A. My object in making the recommendation to which the query refers, was to relieve our poorer purchasers and tenants from pressure; and at the same time secure the interests of the University. It was acted upon for some time, and a few parties availed themselves of it, who probably, would not have settled their accounts so readily, in the ordinary way. We continue to act on the same principle, modified by taking promissory notes bearing interest, and extending to one, two, or more years, according to our estimation of the means of the debtor.

I am not aware that any parties would have availed themselves of the Statute of limitations, or other legal means of defrauding the University. We have not experienced any thing in this way from our purchasers or tenants.

Q. 6. In the return of arrears of purchase money, furnished to the Council, 19th March, 1842, Minute Book, Vol. II., page 299, you state that £54394 of purchase money is unpaid. Was this the total amount of purchase money out, or was it only the amount of those instalments which had not been paid at their proper periods, still remaining due? You state that the above arrears "yield an interest of six per cent. upon as good security as the College can have for its

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

21st July.

money." If the interest upon instalments be not regularly paid in, is it the practice, in your office, to debit the tenants with interest on interest, from year to year? If not, how can the purchase arrears be considered as good a security as the College can have? Would not the interest, if regularly paid in to the College, be invested and become productive? whilst, on the other hand, if allowed to remain unpaid, it yields no usufruct to the College?

A. This was the amount of purchase money outstanding, including that which had not become due.

When I asserted that the security was as good as the College could have for its money; I referred to the perfect safety of the investment. I did not think of recommending that the interest upon instalments should not be required to be paid regularly. On the contrary, in the former part of the Report, I suggested that it should be paid during a definite period, with interest. I also supposed we could make annual rests in our accounts, and charge interest on the balance, which, it has since been decided, cannot be done.

Q. 7. Have you kept any distinct account in the books for bequests, donations, or other gratuities, bestowed upon the University? If so, will you be pleased to inform the Commissioners where the same may be found?

A. We have not opened a book of this description. I send a list of all we have received. (See accompanying document, A.)

Q. 8. Can you furnish the Commissioners with any maps of the property surrendered by Mr. G. A. Barber to the University, in discharge of his debt to Upper Canada College, and will you please mark thereon, the valuation at which the respective lots were taken,—the lots since sold—the prices obtained for the same—and the lots still remaining unsold?

A. The following is a statement of the property surrendered by Mr. Barber, with its value, as set by Messrs. Andrew Mercer, and John Richey, on the 7th September, 1839:—

Building lot in Newgate Street	£200	0	0
Five acres, 1st Con. from Bay York	500	0	0
Four lots in Spadina Avenue.....	400	0	0
West half of lot 10, 9th Con. Vespra,			
100 acres.....	50	0	0
	£1150	0	0

The five acre block, and the four lots in the Spadina Avenue, were encumbered with Mortgages to the amount of £138 1s. We have sold the building lot in Newgate Street, and do not retain a diagram of it; nor have we any diagram of the half lot in Vespra. I send a diagram of the five-acre block in the first Concession, from the Bay York; and of the four building lots in Spadina Avenue. (See accompanying documents B and C.)

The building lot in Newgate Street sold for £200. The rest of this property remains on hand unsold.

Q. 9. What was the amount due by Mr. George A. Barber for tuition fees, &c., &c., to Upper Canada College, at the time he applied for exemption; 31st March, 1847 (Minute Book, Vol. III., p. 394, No. 7); and what was the actual amount remitted from that account?

A. The same answer as to No. 1. (See Mr. DeLaHaye's answer,—Appendix.)

Q. 10. Return No. 4, in Council Letter Book, Vol. II., p. 35, purports to be a "return of the expenses incurred upon the Parliament Buildings, at Toronto, in fitting them up for the temporary accommodation of the University of King's College." This return does not particularize the works for which the items are charged. The amount is £478 18s. 3d. Was this the total amount of the expenditure in the Parliament Buildings, incurred in fitting the same up, "for the use of the University," as desired to be obtained by the Legislature? (Vide motion of Mr. Price, as recited in Minute Book, Vol. III., p. 149, No. 5.) Did the expense of fitting up the Chapel constitute a part of the above £478 18s. 3d.? If not, under what head has the expense of fitting up the Chapel been charged?

A. The portion of Mr. Price's motion, 2nd December, 1844, to which return, No. 4, Council Letter Book, Vol. II., relates, is in the following terms:—"also, an account of the expenses incurred in fitting up the present temporary building for the use of the University."

This I understood as referring to the same expenditure, concerning which I had some time before, in the month of May, prepared a statement for the information of the Council. It is there placed under the head "Repairs of the Public Buildings," to render them fit for temporary occupation, and amounts to £412 14s. 1d. The cause of the difference between this sum and that in the return No. 4, £478 18s. 3d., is, that in the statement submitted to the Council some of the charges for repairs in the Hall and Library, and Professors' rooms, were not included under that head but under the third head. They were, however, added to the return prepared conformably to Mr. Price's motion, in order that the fullest information might be afforded on the subject of this inquiry.

The expense of fitting up the Chapel, as a separate head, was not included either in that return nor in the one supplied to the Council. In the latter it appears under the third head, and would, of course, have been included in the former if the inquiry had appeared to refer to it.

Q. 11. At page 95, Minute Book, Vol. III., May 1st, 1844, a return is made of "the sums which have already been disbursed under the sanction of the University Statute, marked Chapter 6."

The above Statute (Vide Minute Book, Vol. II., pp. 304—6) authorizes the following expenditure:—

1st. In clause 2nd, for the erection of two University Wings, £18,000.

2ndly. In clause 4th, for the fitting up of the Parliament Buildings, £500.

3rdly. Clause 5th provides "that a sum not to exceed £4,000, sterling, be appropriated for the purchase of Philosophical Apparatus and other things necessary, as well for the Museum and Botanical Garden as for the general use of the different classes in Arts and Faculties."

In the return referred to in question No. 10, the expenditure in fitting up the Parliament Buildings is stated to have been £478 18s. 3d.

Appendix
(E.E.E.)

31st July.

Appendix
(E.F.E.)

31st July.

In the return at present under consideration the following item appears, viz:—for outfit, consisting of expenditure on the Chapel, Hall, Professors' apartments, Lecture Rooms, Philosophical apparatus, Surgical instruments, Kitchen furniture, Stoves, Stovepipes, Locks, Bells, large Bell, Clock, &c., £6,439 18s. 2½d.

The Commissioners are desirous of obtaining from you the details of this item, showing the sums expended on the different parts of which it is composed, say:—

1st.	The amount expended on the Chapel.		
2nd.	Do	do	do Hall.
3rd.	Do	do	do Professors' apartments.
4th.	Do	do	do Lecture Rooms.
5th.	Do	do	do Books.
6th.	Do	do	do Philosophical apparatus.
7th.	Do	do	do Surgical instruments.
8th.	Do	do	do Kitchen furniture.
9th.	Do	do	do Stoves and Stovepipes.
10th.	Do	do	do Locks, Bells and Clock.
11th.	Do	do	do for the particulars coming under head, &c., &c.?

The Commissioners request that you will inform them whether, in bringing the above expenditures under one head, it was your opinion that they were authorized by one particular clause of the Statute referred to; and if so, which clause appeared to you to authorize them? Should not the expenditure on the Chapel, Hall, Professors' apartments, Lecture Rooms, Kitchen furniture, Stoves and Stovepipes, Locks, Bells and Clock, have appeared in the 2nd item of your return, *i.e.*, "for repairs of the public Buildings, to render them fit for temporary occupation,"—an item which appears to have been provided for by Clause 4th of the above mentioned Statute?

When was the provision of Clause 10, in said Statute, complied with?

A. Details of £6,439 18s. 2½d.:—

Chapel,	£718	15	3
Hall,	283	7	5
Professors' apartments,	164	4	9
Lecture Rooms,	200	8	9
Books,	1384	5	11
Philosophical apparatus,	909	14	2
Surgical instruments,	103	18	9
Museum,	295	13	9
Chemical Department,	505	1	8
Advances for the purchase of Books, &c., (apparatus not yet brought to account,)	1421	11	4
Kitchen,	69	2	3
Stoves,	48	4	10
Locks and Bells,	26	0	3
Linen,	45	19	3½
Glass and Earthenware,	69	1	9
Plate, Knives and Forks,	89	5	0
Lamps, &c.,	80	18	4
Tinware,	24	4	9

£6,439 18 2½

I arranged the statement submitted to the Council under three heads, with reference to Clauses 2, 4, and 5 of the Statute. The outfit appeared to come under the authority of both 2 and 5; for, whatever was provided in the Parliament Buildings, which could be moved and made available in the wings,

Appendix
(E.E.E.)

31st July.

would so far diminish the expense of the erection. It was with reference to such expenditure, as I conceived the sum of £18,000 was appropriated for the wings, although it was believed that the Buildings would not cost more than £15,000, the amount of the tenders for them in 1847. Influenced by this view I drew a distinction between the work done in the Parliament Buildings, so as to render them fit for temporary occupation, which could not be rendered available in the University Buildings, and that which could. The former I classed under the second head, and believed it to be authorized by Clause 4th of the Statute; the latter under the third head, and believed to be authorized by either Clause 2 or 4. From the above it will appear that the expenditure, &c., was kept within the appropriation, exceeding, in some instances, and falling short in others.

I believe the Clause 10 was complied with so far as that the proposed expenditure under it was assented to by the Council, although without formal entry on the minutes.

Q. 12. Will you be pleased to furnish the Commissioners with a map of the Garrison Common property, being five and a quarter acres, purchased from D. E. Boulton, Esquire.

The Commissioners cannot find any record of the approval by the Council, or by any Committee of the Council, in which the purchase of this property is recommended. In Minute Book, Vol. III., page 260, No. 6, this property is offered in Mortgage, for £1000 or £1800; but does not appear (page 261,) to have been considered a good investment. A Committee of investment reported to Council, 4th March, 1846, (Vide report in Council Letter Book, Vol. II., page 143,) on the various offers relative to the purchase of property, and contracts for loans, before the Council. (Vide Minute Book, Vol. III., page 270, No. 6.) It does not appear that the said Committee recommended the purchase of Mr. Boulton's property. The Council, nevertheless, decided on purchasing it. (Minute Book, Vol. III., page 272, No. 6.) also (General Letter Book, Vol. II., page 497.)

Can you afford the Commissioners any explanation of the above transaction, which may enable them better to understand it, than from a perusal of the recorded facts, they find themselves able to do?

A. A map of this property is sent herewith. (See accompanying documents, reference D.)

This property originally belonged to Dr. Rees, from whose hands it passed into those of Miss Georgina Mason, and the purchase was made by the University from D. E. Boulton, Esquire, D. M. Murray, Esquire, and C. Gamble, Esquire, Trustees to her marriage settlement. In Minute Book Vol. III., p. 260, to which the Commissioners refer, the proposal to sell appears in this form:—"Dr. Rees' building lots on the Garrison Common, Toronto." I cannot find any authority on this page, or elsewhere, for the assertions, "that this property was offered in a Mortgage for £1000, or £1800; but did not appear to be considered a good investment." In that page, there is, unquestionably, an entry to the effect, that D. E. Boulton, Esquire, applied for a Loan of £1000, or £1800; but this application was in behalf of himself and others, residents in Cobourg, who had built an Hotel, and wished to raise a sum of money to meet a deficiency in the funds subscribed.

Appendix
(E.E.E.)

31st July.

It also appears, that this was not considered a good investment; but the proposal and refusal, were wholly unconnected with the land on the Common.

On referring to the Council Letter Book, Vol. II., p. 143, (as suggested by the Commissioners,) I find that the Committee did specially recommend the purchase of this property, and that this recommendation was the ground on which the Council decided on purchasing it. (See Council Minute Book, Vol. III., p. 272, No. 6; Council Letter Book, Vol. II., p. 479.)

Q. 13. Were the repairs and other work on the Parliament Buildings, submitted to competition? and were Tenders for the work received and duly disposed of? If so, will you please explain to the Commissioners the following circumstances:—

On the 14th March, 1842, (General Letter Book, Vol. I. p. 265,) Mr. Richey is requested to inspect the above buildings, and report the expense that may be necessary to render them fit for the occupation of the University.

On the 21st March, 1842, a similar request is made of Mr. Chewett. (General Letter Book, Vol. I., p. 268.) On 2nd April, 1842, (General Letter Book, Vol. II., p. 91,) Mr. Richey gives it as his opinion, that the probable cost would be about £200.

Mr. Chewett appears to have reported on the 29th March, 1842, (Minute Book, Vol. II., p. 303.)

On the 2nd April, 1842, (as per Minutes, Vol. II., p. 306, No. 6, the Architects' specification and estimate are stated to value the work at £191 5s.; at p. 307, No. 7, it is stated, that Mr. Richey tendered to make the repairs necessary to the Parliament Buildings for about £200.

The Commissioners cannot find any such tender in the letter of Mr. Richey, to which, in the above minute, reference is made. The words used by Mr. Richey, are, as follows:—

"After examining the specifications of Mr. Young, on certain repairs at the Parliament Buildings, I am of opinion, that the probable cost would be about £200." Was any other form of tender furnished by Mr. Richey? If so, will you please submit the same to the Commissioners?

A. The repairs, &c., in the Parliament Buildings were not submitted to competition. As the best mode of supplying the Commissioners with full information on the subject of their query, in addition to that derived from the Minutes of the Council and Letter Books, I beg to send the following original documents:—

1. Mr. Richey's report of March 18th, E. (1.)
2. Mr. Chewett's report of March 29th, E. (2.)
3. Mr. Young's specification of March 3rd, and letter of 2nd April, E. (3.) and (4.)
4. Mr. Richey's letters of 2nd April, 1842, E. (5.)

The object of the Council in obtaining reports relative to the expense necessary for rendering the buildings fit for the occupation of the University, seems to have been with reference to the amount to be appropriated by Statute for the necessary fitting up, and it was decided that Mr. Richey should be

employed to make the repairs according to Mr. Young's specification.

Appendix
(E.E.E.)

31st July.

In my answer to a previous question, No. 10, I have stated the amount expended in repairs, under the authority of the Statute, clause 4, containing various other items in addition to those mentioned in Mr. Young's specification, as will be seen from an inspection of Mr. Richey's and Mr. Craig's accounts, the original of which I herewith transmit, marked F. (1 to 11.)

Q. 14. In the General Letter Book, Vol. II., p. 271, is a letter dated 26th February, 1844, purporting to be from Mr. Young, in which reference is made by that gentleman to a letter addressed to him by you on the same day, submitting to him, for examination, an account of £290 5s. 7d., "for certain repairs, &c., on the Public Buildings." Mr. Young states, that in addition to the above account, there is an uncertified account for work done to the Chapel, Hall, and Public Buildings, amounting to £624 9s. 7d.; and he requests that you will be pleased to direct Mr. Richey to make out the account, under the following separate heads:—

Repairing Buildings,	
do	Hall fittings,
do	Chapel do
do	Lecture Room do
do	Professors' Rooms,
do	Alterations,
do	Dr. Beaven's residence;

And Mr. Young states, that "without such an arrangement, he cannot give the accounts that proper investigation which they demand."

In reply to Mr. Young's request, the Commissioners find the following letter. (General Letter Book, Vol. II., p. 272.)

KING'S COLLEGE OFFICE,
Toronto, 27th February, 1844.

To Mr. THOMAS YOUNG,

SIR,

The object of my letter to you, of the day before yesterday, was confined to the account therein enclosed, and I will thank you to let me know your report upon it as soon as you conveniently can. Has Mr. Richey's bill for the Chapel, ever been referred to you for your report? In what way is it now under your consideration?

(Signed,) H. BOYS.

The Commissioners desire to be informed, whether Mr. Richey's Bill for the Chapel has ever been referred to Mr. Young for his report thereon; and also, why the request made by Mr. Young, to have the account of Mr. Richey placed before him, in detail, under the separate heads specified by him, was not complied with?

Please furnish to the Commissioners all the original documents relating to the expenditure on the Parliament Buildings, for whatever purpose the same may have been made?

A. Mr. Richey's bill for the Chapel was referred to Mr. Young for his report thereon, and the request made by Mr. Young, to have the account of Mr. Richey, placed before him, in detail, under the sepa-

Appendix
(E.E.E.)

31st July.

rate heads, was complied with, as may be seen from the accounts, the originals of which are herewith sent. (See answer to query No. 13.)

Some time before the date of my letter of the 27th February, 1844, a difference had arisen between Mr. Young and Mr. Richey, relative to the balance due to the latter. Mr. Young's statements relative to the south-east wing, and the fitting up of the Hall, Chapel, Lecture Rooms, &c., and Mr. Richey's reports, relative to both the above accounts, were submitted to Mr. Lane as arbitrator, and he had reported; but the balance had not yet been paid at the time I wrote, and some items still continued matters of dispute.

The object of the letters which I wrote was, I conceive, to accelerate a settlement, as the Council were desirous of closing the transaction, and Mr. Richey complained of the delay.

The reason of the particular mention of the bill for the Chapel was, that Mr. Young might understand that his decision on the account sent, was in no way connected with the question between him and Mr. Lane, as to Chapel fittings.

The Commissioners will perceive, by reference to Mr. Richey's bill for the Chapel, that it received Mr. Young's approval before it was paid.

The original documents here called for, are supposed to have been supplied with the answers to the foregoing queries. Should any others be intended, they shall be sent, on the wishes of the Commissioners being made known.

(Signed,) H. BOYS.
Bursar, K.C.

King's College Office,
Toronto, 7th July, 1849.

Q. 15. The original tender by Mr. Richey for the building of the south-east wing appears to have been £8,054 for Hamilton stone; £7,545 for Kingston stone. (Vide Minute Book, Vol. II., p. 38.)

In the General Letter Book, Vol. II., p. 225, the Commissioners find under date 2nd November, 1843, a statement designated "Mr. Richey's Report on the South-East wing," in which the first item is, "Amount of Contract, £10,308 10s. 6d."

In the same statements, additions amounting to £183 13s. 6d. are made; and deductions amounting to £240 5s. 7d. are made for the same reason.

In Minute Book, Vol. II., p. 325, No. 7, 16th May, 1842, the Commissioners find a Report of the College Council Building Committee, from which it appears that the said Committee considered, "that as it appeared that modifications of the elevation did not fall within their province, they have confined themselves to alterations in the interior arrangements."

In Minute Book, Vol. II., p. 326, No. 4, 18th May, 1842, the Commissioners find that the Report of the Building Committee (See Report, 16th May, signed John McCaul, Chairman, Minute Book, Vol. II., p. 325, No. 7) was adopted, and that the Council ordered "that the Committee instruct the Solicitor to draw up the proper contracts between Mr.

Appendix
(E.E.E.)

31st July.

Richey and the Council, with as little delay as possible; and, in the meantime, that Mr. Richey should be directed to proceed in the collection of materials and all necessary matters, on the understanding that he will execute the work according to the modifications recommended by the Building Committee, as estimated by the Architect, whether that estimate be less or more than the amount of tenders for the Buildings, as originally designed."

The "alterations in the interior arrangements," referred to in the Report of the Building Committee, seem to be embraced in Mr. Richey's statement, and are valued by him, say:—

Additions,.....	£183 13 6
Deductions,.....	240 5 7

Showing a difference of,..... £66 12 1
in favor of deductions.

The Commissioners find at p. 221, General Letter Book, Vol. II., a statement designated "Report No. 1, of Mr. Young on South-East Wing." In this Report the amount of Mr. Richey's contract is stated to be,..... £10,398 10 8
Additions are estimated at,..... 197 3 1½
Deductions at,..... 658 5 3½

being a difference in favor of deductions of £461 2s. 1½d.

From the opening of the tenders in February, 1839, down to the 30th March, 1842, the Commissioners have not observed, in the records examined by them, any reference to the tenders for the erection of the University Buildings, nor any indication of the intention of the Council to proceed with the work. The discovery of the deranged and very unsatisfactory state of the financial affairs of the University, shortly after the receipt of the tenders in 1839, appears to have constrained the Council to relinquish its purpose of carrying out the plans and specifications for which these tenders had been prepared; and, accordingly, the Council passed the following order, viz:—

"That notice be given to Thomas Young, Esq., that his services as Architect will not be required, and that his salary will be discontinued after the 1st of July next," (1839). (Minute Book, Vol. II., p. 44.)

Mr. Young was re-appointed 30th March, 1842. In the interim, the Council took steps for the immediate opening of the University, in the Buildings of Upper Canada College. On the 29th February, 1840, His Excellency Sir George Arthur, Chancellor of the University, in his place, in the College Council, proposed two Statutes, (cap. 1 & 2, Vide Minute Book, Vol. II., p. 161-2,) making provision for the above purpose, and appropriating, from the funds of the University the sum of £2000 for such repairs and alterations on Upper Canada College Buildings, and for erecting on the grounds thereof, such "a new and convenient building," as might be deemed necessary.

Plans and specifications for the above mentioned works, were accordingly procured, considered, and adopted. (Vide Minute Book, Vol. II., p. 166, No. 2.) This project, however, appears to have dropped shortly afterwards; and the subject of the erection of University Buildings, seems to have remained untouched or in abeyance, until the 30th March, 1842,

Appendix
(E.E.E.)

31st July.

when the Council appointed two of its Members, the Honorable J. S. Macaulay and L. P. Sherwood, a Committee "to make inquiries respecting the Tender for the two wings, &c., &c." The report of this Committee has not presented itself to the Commissioners; but from the following letter from John Richey, it would appear that the Committee had proceeded with the business allotted to it:—

TORONTO, 2nd April, 1842.

GENTLEMEN,

My Tenders for the two new wings of the University of King's College, on the 1st of July, 1839, was as follows:—

South-west wing, of Kingston Stone,	£7675	0	0
South-east do do do	7545	0	0
	£15220	0	0

Of Hamilton Stone:—

South-west wing	£8184	0	0
South-east do	8054	0	0
	£16238	0	0

I am willing, Gentlemen, to erect the buildings for the smaller sum; but there are some alterations in the buildings, together with some other contingencies, such as duty on stone, &c., which, in my opinion, will amount to, perhaps, £500 or £600, which was not contemplated at the time the first tender was made.

Gentlemen, after examining the specifications of Mr. Young, on certain repairs at the Parliament Buildings, I am of opinion that the probable cost would be about £200.

I am, &c.,

(Signed,) JOHN RICHEY.

(Vide General Letter Book, Vol. II., p. 91.)

From the above letter it is manifest that Mr. Richey's tender of 1839, was the document which served as the basis of his subsequent transactions with the Council, in 1842; and by the following pencil mark note in your hand, on the margin of the record of tenders, opposite that of Mr. Richey, viz., Mr. Richey's tender acted upon, (See p. 307 and 323, Minute Book, Vol. II., p. 38,) no room is left for any doubt on the subject.

It appears, too, that the amount for which Mr. Richey, at the latter period, was willing to do the work was "the smaller sum," that is £7545 for the south-east wing.

Mr. Richey alludes to "alterations in the buildings." These alterations apparently coincide with those mentioned in Mr. Richey's Report of 2nd November, 1843, already referred to; and give, as before shewn, a balance of £66 12s. 1d., in favour of deductions, according to his own account; but considerably more, according to the report of Mr. Young; consequently the effect of the alterations was to diminish the cost of the work.

The "duty on stone," alluded to by Mr. Richey, is a subject requiring explanation, as no Provincial import duty was then payable on Canada stone. It

is probable that the duty alluded to by Mr. Richey, was the Harbour dues; but as this charge was payable in 1839, as well as in 1842, it must have been "contemplated" by Mr. Richey, at the time of furnishing his tender.

The order to Mr. Richey, to proceed with the work, notwithstanding the non-existence of any definite terms of agreement between him and the Council, as to the amount of his Contract, was, as has been before stated given by the Council, 18th May, 1842; but as Mr. Richey had stated in his letter, that the whole amount of "the contingencies," not contemplated by him in his tender, would be about £500 or £600, the Council probably felt no apprehension as to the ultimate result.

On the 8th June, 1842, (Minute Book, Vol. II., p. 331, No. 7,) the Council ordered, "that an advance of money should be made from time to time to Mr. Richey, to enable him to prosecute the work with efficiency and despatch," and "that an immediate advance of £1000" be then made; "the Bursar taking Mr. Richey's acknowledgment for the same."

By reference to Mr. Richey's account in the private Ledger, Vol. I, p. 273, the Commissioners find that £1000 had been paid to him on the 19th May, 1842; but they find no payment charged to him in June. They find a payment of £500 charged in July; another of £500 charged in August; one of £1000 in September; and another of £1000 in October.

It thus appears that Mr. Richey received £1000 on the day after being ordered to proceed with the work, that is, twenty days before the issuing of any Order of Council authorizing the same; and his account in the private Ledger shews that he received, in several payments, up to the 15th October, 1842, £4000, before the contract was finally entered into; and the amount of the contract, when at length completed, is stated to have been £10,308 10s. 6d. being about 37 per cent of an increase on his tender of 1839.

The Commissioners find that on the 20th August, 1842, (General Letter Book, Vol. II, p. 53,) a letter was addressed by you to Mr. Richey, remonstrating against his delay in furnishing his estimates and completing the contract.

On the 29th September, 1842, you again wrote to Mr. Richey (General Letter Book, Vol. II, p. 78,) reminding him of the non-completion of the contract, and intimating to him your full persuasion that no further assistance would be afforded him until the contract was signed.

On 19th October, 1842, (Minute Book, Vol. II., p. 342, No. 5,) a letter from Mr. Young, "enclosing Mr. Richey's estimate of additional work beyond the original estimate for building the South-East Wing of the University," was laid before the Council. The amount is not mentioned. The contract was finally closed on the 26th November, 1842, and executed on the 28th, (Minute Book, Vol. II., p. 356.)

The Commissioners, before taking under review the whole of the preceding facts, were led to suppose, from the great difference between Mr. Richey's "tender" and the amount stated to be "the contract," that the additional expenditure had resulted from important and extensive alterations of the original plans and specifications; but on a careful examination of the various facts before them,

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July

they do not now consider this supposition tenable; nor is it to be believed that the Council would have proceeded with the work upon plans and specifications materially altered, without advertising for fresh tenders. Certainly, such a course is never pursued by any discreet person in the management of his own affairs.

The Commissioners have endeavored to place the facts of this case before you, in such a form, as to enable you readily to perceive the points which call for explanation; without, therefore, reducing their wishes to the form of specific questions, they would respectfully solicit from you such information as you can conveniently furnish, in order to enable them to form a correct view of the case.

A. On the 18th May, 1842, (see Council Minute Book, Vol. II, p. 331,) the Sub-Committee of the Building Committee, in their Report of that date, recommended that an immediate advance of £1000 should be made to Mr. Richey, which sum was paid to him the next day, as stated in the query. The Report, however, was not submitted to the College Council till the 8th June, nineteen days after it had been acted upon; for there had been no full meeting of the Council since the 18th May, although Councils were summoned for the 25th May and the 1st June, which failed for want of a quorum. The money being immediately required, it was issued in the perfect confidence that any slight departure from form would be covered by the Council at their earliest meeting; and when they met, on the 8th June, they gave their sanction to what the Committee had done.

When the Council had accepted Mr. Richey's tender, they appear not to have thought it necessary to delay the work by advertizing for fresh tenders for alterations; more particularly as the specifications and estimates were drawn up by our own Architect, and were closely scrutinized by the Building Committee.

In respect to this case, generally, I beg to state, that Mr. Richey's contract is grounded on the sum proposed by him in 1839, namely, £7545 0s. 0d. When the intention of building was revived in 1842, it was proposed to lengthen the building towards the north, to sink stout areas, to raise the whole building twenty-one inches, so as to admit of another floor, and to make some minor alterations. Plans and specifications were drawn up accordingly, and Mr. Richey offered to undertake these additions for the sum of £3234 7s. 2d., making with the original sum, £10779 7s. 2d. From this amount certain deductions were to be made, reducing the sum to £10308 10s. 6d.; for which amount Mr. Richey took the contract and gave his bonds. As the building went on, further alterations were proposed; in some cases adding to, and in others diminishing the amount; out of which, some differences of opinion arose between the Architect and the Contractor, and the matter was referred by the Council to another Architect, Mr. Lane, whose award I send herewith, lettered A., from which you will perceive, that he considered the sum of £10236 14s. 5d., to be the total amount to which Mr. Richey had claim, and precisely that sum was paid him.

Q. 16. Will you be pleased to furnish to the Commissioners the details of Your Report on the arrears due on Block D., amounting, as stated by you, to £5996 1s. 4d. (Minute Book, Vol. II., p. 137, No. 16,) 8th November, 1839; shewing the names of all parties in arrears, the number of years in arrears, the amount then due by each, and the amount since paid by each, on account of these arrears?

Appendix
(E.E.E.)

31st July.

A. On referring to our Books, I cannot readily meet with the details of the Report mentioned; and not to delay these answers any longer, I hope it will be sufficient to state that the arrears of purchase money remaining uncollected on Block D, on 31st December, 1849, were reduced to £2247 14s. 6d., which, by the original agreement, are allowed to remain unpaid, at six per cent. interest, as long as the purchaser chooses. There are arrears also due for interest, but no great amount.

Q. 17. Have you, in any Book, an account for "the Library," from which the original cost of the Books, and all charges thereon, up to delivery at the College can be ascertained? If not, can you suggest any means by which a full inventory of this part of the property may be ascertained?

A. I have no such Book.

From the Bursar's Cash Book, where every payment made on account of the Library is distinctly entered. By a rough memorandum I have kept, the amount expended on the Library appears to be about £3350. This includes the price of the books, all expenses attending them, as binding, carriage, freight, &c., and fittings of the Library.

Q. 18. On examining the correspondence and Minutes of Council, in the case of the sale to King's College of certain "ground rents" on Bay Street, by John Crawford, Esquire, the Commissioners observe that Mr. Crawford purchased this property from George Munro, Esquire, on 20th November, 1845, and that he had offered it for sale to the College three months previously, (23rd August, 1845.) The investment, as appears from the statement of Mr. Crawford, (General Letter Book, Vol. II., p. 746,) being 18s. 6d. per annum more than six per cent on the sum of £2500; say, £6 0s. 2d. per cent. per annum, being only two pence per cent. above Provincial Debenture investments. Were you aware, when Mr. Crawford offered this property for sale to the College, that he was not the owner of it?

A. I was not.

Q. Is the collection of the rents or other returns, accruing from this property, attended by any additional expense, which would not have been sustained, had the money been invested in Provincial Debentures? Does the holding of such property by the College, in any way augment the work of your office? Is there any possibility of loss occurring from non-payments, from delay of payments, or from any other inconvenience connected with the collections?

A. Very slightly.

Q. 19. With reference to the purchase spoken of in the preceding question, (18,) the Commissioners observe that the Council, (Vide Minute, Vol. III., p. 270, No. 4,) required of Mr. Crawford, a guarantee of some other person, against law suits, &c. Who became guarantee for Mr. Crawford, in compliance with the above Minute?

A. The late Mr. Justice Jones.

Q. 20. The Commissioners observe in Council Letter Book, Vol. II, page 21, a letter from you to Thos. G. Ridout, Esquire, Cashier, Upper Canada Bank, dated 7th October, 1844, from which it appears that the College had, at the above date, overdrawn its account at the Bank £1100; also, that "the Bank held for sale a Provincial Debenture of £2,000, which it be expedient for the College to

Appendix
(E.E.E.)
31st July.

purchase;" and that you had "received instructions to make arrangements with the Bank, for a temporary Loan sufficient to place the account in the proper position, and to secure the purchase of the Debenture."

This Debenture, No. 6, of Desjardins Canal, as shewn per letter of T. G. Ridout, (Council Letter Book, Vol. II, p. 29-30,) was purchased by the Council. Mr. Ridout's charge for Bank agency, being one-quarter per cent or £5. Did the Bank refuse to accept a note for the balance overdrawn, say £1,000?

Can you state why the Council considered the obtaining of this Debenture of such importance as to call for the purchase thereof, by so unusual a financial operation as the discounting of a note in order to raise the required funds?

Q. 21. The Commissioners beg to refer you to the transaction in the last question, (20,) and to institute a comparison between it and a prior transaction on the 25th September, 1843, (Minute Book, Vol. III, p. 20, No. 4; Council Letter Book, Vol. I, p. 330-1; General Letter Book, Vol. II, p. 182 and 196-7.)

It appears that on the 25th July, 1843, a note for £6,500 at 90 days, was drawn by you, "as Bursar of King's College," in favour of the Bank of Upper Canada, to pay off a debt of that amount due the Bank by the College. The Bank asked for, as a collateral security, a deposit of Provincial Debentures or a formal "order of the Council, authorizing you to make the above mentioned note as Bursar."

The above request of the Bank appears not to have met with your approbation: (Vide, General Letter Book, Vol. II, p. 182,) and upon its being submitted by you to the Council, 25th September, 1843, (Vide, Minute Book, Vol. III, p. 20, No. 4,) an order was given to the effect that you should withdraw the note referred to, and discharge the debt by "transferring to the Bank the amount in Provincial Debentures."

This order was carried into effect by a transfer of £5,000 of Desjardins Canal Debentures, No. 7 to 17; and £1,500 of Roads and Bridges Debentures, 246, 248, and 290.

The Commission of Bank agency on the purchase of Debentures, the Commissioners find, has always been one-quarter per cent, and it appears that an equal charge for transfer of Debentures is made, as is seen in Cash Book, No. I, p. 437, September 14th, when the Bank is shewn to have charged £16 5s. for the transfer of the £6,500 of Debentures to itself. The transfer was at par. There must, therefore, have been sacrificed in this transaction, first, say average premium $1\frac{1}{2}$ per cent in £6,500,..... £97 10 0
Secondly, 2 agencies purchase and transfer, at $\frac{1}{4}$ per cent,..... 32 10 0

£130 0 0

Can you afford the Commissioners any information which will account for the preceding transactions; or which will enable them to understand why the Council declined giving the Bank the collateral security of a deposit of Debentures or their certified order, authorizing you to sign the note referred to; and preferred making an actual sale to the Bank of the above mentioned Debentures?

Appendix
(E.E.E.)
31st July.

Have you any special account from which the Commissioners will be able to discover the gain or loss on Debentures accruing from discounts, premium, agency, &c., &c.?

A. Our Debentures were purchased and transferred at par.

We have no separate account of this kind.

Q. 22. In Minute Book, Vol. II., p. 50, 26th June, 1839, the following minute is found:—"That the proposal made by Mr. Benjamin Thorne, to give Bank Stock in discharge of his notes now overdue and unpaid, be declined." (The stock offered by Mr. Thorne was of the Gore Bank, Vide Minute Book, Vol. II., p. 49.)

The following marginal note is annexed in red ink:—

"In assenting to this minute I feel myself called on to notice the allusions it contains to "Notes of hand" and "Bank Stock," in connexion with the funds of the University, and to express, in my character of Chancellor, my decided disapprobation of every transaction involving a recourse to such securities."

(Signed,) GEORGE ARTHUR.

Government House, July 8, 1839.

In Minute Book, Vol. II., p. 158, No. 9; 26th February, 1840, it is stated that "the proposal of W. B. Robinson, Esq., to redeem his promissory note in Gore Bank Stock, deferred from the meeting on 28th December last, was again considered, when the Council resolved that the offer of W. B. Robinson, Esq., to pay his note in Gore Bank stock be accepted, provided the same be immediately carried into effect."

His Excellency Sir George Arthur presided as Chancellor at this meeting of the Council. (Minute Book, Vol. II., p. 154.) The above proposal was fully carried out. (Vide Council Letter Book, Vol. I., p. 50.)

In Minute Book, Vol. II., p. 97-98, 16th July, 1839, the following minute is found:—"It being reported that a balance of £8,064 11s. 8d. was now at credit of King's College Council, it was resolved that the Bursar do forthwith invest £7,000 of the funds of the institution in the Debentures of this Province, bearing six per cent. interest."

In Minute Book, Vol. II., p. 204, 21st October, 1840, the following minute, (No. 2,) is recorded:—"A proposition from the Honorable Sir Allan Napier McNab, that the Council should receive land from him in discharge of his liabilities to the Corporation, was taken into consideration: whereupon it was resolved, that the College Council cannot accept the proposition made by Sir Allan MacNab, not feeling themselves authorized by their Charter to invest the funds of the College in the purchase of lands, except for the special purposes of the foundation."

On the 7th January, 1842; (Minute Vol. II., p. 267-8, No. 7,) the Council accepted 800 acres of land from Messrs. G. P. & J. D. Ridout, in payment of their liability of £540 10s.

Appendix
(E.E.E.)

31st July.

On 5th October, 1844, the Council accepted 1200 acres, in Ashfield, from Mr. R. Thornhill, in exchange for a property in Lot Street, held by the College as security for a debt. (Minute Vol. III., p. 118, No. 7.)

The above property on Lot Street, was valued in 1841, by Mr. Howard, Architect, at £622 6s. 0d., and the debt for which it was received as security, was at the same time £353 6s. 9d. (Vide Council Letter Book, Vol. I., p. 233.)

In your reply to the letter of Mr. Secretary Harrison, under date 19th October, 1841, (Council Letter Book, Vol. I., p. 222-3,) referring to the acceptance, by the Council, of property as security for debts due to the College, you state that the Council in assenting to measures of this kind, have never acted "without the most scrupulous regard to the interests of the Corporation, insisting always on an improvement on the security."

On the 2nd October, 1841, (Minute Book, Vol. II., p. 259, No. 17,) the Council, on application from Mr. G. A. Barber, praying for a full acquittance, in consideration of his having, as stated by himself, surrendered to the College the whole of his property, ordered the said acquittance to be given; thus releasing Mr. Barber from a liability of £528, after having received from him property valued at £1150.

On the 31st January, 1846, (Minute, Vol. III., p. 260, No. 6.) the Council purchased from Mr. Gilkison, 100 acres of land in Nichol, and twenty-one village lots in Elora, for £500.

On 4th March, 1846, (Minute Book, Vol. III., p. 272,) the Council purchased five and a quarter acres on the Garrison Common, from D. E. Boulton, Esquire, at £460 per acre.

On 29th April, 1846, (Minute Book, Vol. III., p. 305, No. 6,) the Council accepted 400 acres in Ashfield, from Mr. Delallaye, in payment of his debt to the College.

On 10th February, 1847, (Minute, Vol. III., p. 381, Nos. 4 and 5,) the Council purchased lands to the amount of £270, from Mr. Cochrane, in Peterborough and Prince Albert, giving him cash for the same, and accepting from him a Mortgage "on his property near Colonel Baldwin's," for a debt due by him to the College.

In Minute, Vol. II, p. 223, No. 5, 16th December, 1840, the Council are recorded to have declined purchase of the Law Society's Bonds, "preferring to make their investments in Provincial Debentures." In General Letter Book, Vol. I., p. 184-9, under date 12th May, 1841, the Commissioners find a letter addressed by you as Bursar, King's College, to E. G. O'Brien, Esquire, in which the following statement is made:—"The Council of King's College will not invest money in any other security than the Debentures of the Province, at six per cent. interest."

In same Book, pp. 157-8, under date, 11th June, 1841, in a letter to the President of the Tay Navigation Company, relative to the redemption of two Debentures of that Company, which you had "inadvertently purchased," you state, this being a departure from a rule laid down by the Council, who confine their investments entirely to Government securities,

I am obliged to dispose of these Tay Debentures."

On the 8th February, 1843, (Minute Book, Vol. III, p. 7, No. 6,) the Council decided on loaning £4,000 to the Church Wardens of St. James' Church, Toronto. In carrying this loan into effect, (Council Letter Book, Vol. I, p. 323,) the Council found it necessary to hand over £4,000 of Debentures, most probably because of the want of other funds, as on the 29th December preceding, the Council had been obliged to borrow £4,200 from the Bank of Upper Canada, payable on the 1st February.

Among the Debentures directed to be handed over to the Church Wardens were two Tay Navigation Debentures, Nos. 4 and 5. To these Debentures the Cashier of the Upper Canada Bank, on the part of the Church Wardens, objected; upon which you substituted Debenture 372 of York Roads, £500. (Council Letter Book, Vol. I, p. 324, 18th April, 1843.) In the account of the Bank on the £4,000 Debentures transferred to the Church Wardens, the Cashier gives the College credit, as usual in such cases, for interest accrued up to the date of transfer and charges to its debit, in same account, one-quarter per cent, (equal to £10,) for transfer agency, (Vide Council Letter Book, Vol. I, p. 325, 19th April, 1843.)

The character of this Church investment would seem, from the following letter, addressed by you "to the Rector and Church Wardens" to have proved rather unsatisfactory to the Council. (Vide, General Letter Book, Vol. III, p. 12.)

KING'S COLLEGE OFFICE,
Toronto, 5th April, 1847.

GENTLEMEN,

I beg to remind you that the interest on the Mortgage from the Cathedral to this Corporation became due on the first of last month, and has not yet been paid. I also must point out that three half yearly payments of interest are now overdue, and that no payment has been made of principal since the 25th June, 1844.

(Signed,) H. BOYS,
Bursar, King's College.

On 9th May, 1846, (Minute Book, Vol. III, p. 313, No. 14,) the attention of the Council was drawn to "a letter from Mr. Sheriff Jarvis, praying an early attention to his application already made to the Council for a loan of money." Mr. Jarvis' application was favourably entertained; but in consequence of want of funds, the Council deferred carrying out the loan, and at the same time recorded that after providing for this application, and a few others which stood "noted for adoption," all disposable funds are to be invested in property in fee, or Government Debentures. Future applications for loans to be declined.

In Minute Book, Vol. III., p. 409, No. 5, the following minute is recorded, (22nd July, 1847.):—"The Report of the Vice-President relative to the completion of the arrangements entered into with Mr. Rowsell, on the 18th March last, having been read, it was moved by the Dean, "that £500 currency, which it was agreed to lend to Mr. Rowsell, be paid to him by the Bursar, on completion of securities to the satisfaction of the Vice-President and

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

the Solicitor"—which motion was seconded by Professor Croft, and was put and carried.

The above loan appears to have been immediately carried into effect. (Vide General Letter Book, Vol. III., p. 26.)

The Commissioners, having referred to the minutes of the Meeting of Council, held on 18th March, 1847, find no further record of the proceedings than the following, viz:—

1st. Read the Minute of the last Meeting, held on 16th instant.

2nd. The Council rose."

Reverting to the case of Sheriff Jarvis, the Commissioners observe that the Council did not wait, as had been resolved on, 19th May, (Vide Minute III., p. 313,) until funds accumulated: for, on the 12th November, the following order was made, (Minute Book, Vol. III., p. 360, No. 4.):—At the request of Mr. Sheriff Jarvis, the Council directed the Bursar to deposit Debentures in the Bank of Upper Canada to the amount of £475, in part of the mortgage promised to that gentleman, the Debentures to be reserved for the Council, should they at any time wish to redeem them with cash.

In General Letter Book, Vol. II., pp. 518-19, in a letter to — Lawrason, Esquire, dated the 12th August, 1846, in reply to an application from him for a loan, it is stated, "that the Council have come to the determination of not placing out any more money in that manner. They propose to confine their investments to the purchase of real property yielding income, and they have given me instructions to decline all applications for loans on mortgages."

(Signed,) H. BOYS.

Can you inform the Commissioners why the principle laid down by His Excellency Sir George Arthur, Chancellor of King's College, July 1st, 1839, relative to "Notes of hand," "Bank Stock," and "such securities," was departed from on the 26th February, 1840; and whether Sir George Arthur, who presided at this Meeting, as Chancellor, gave any explanations shewing the grounds on which he assented to the violation of the principle, enjoined by himself, in July previous?

Can you inform the Commissioners why the Council deemed it proper to accept from the Messrs. Ridout, Barber, DeLaHaye, and Thornhill, lands in payment of their debts to the College, in contravention of the principle previously laid down, and acted upon, in the case of Sir Allan MacNab?

Have the returns from the property received from the above named parties, confirmed you in the opinion expressed in your letter of 19th October, 1841, to Mr. Secretary Harrison, on the subject of changes of securities?

The Commissioners not deeming it requisite to place before you further special questions on the various discrepancies apparent in the details recited in the present question, No. 22, will be obliged by your communicating to them whatever information you may be able to give, explanatory thereof.

A. The property conveyed to us in these cases for the most part, remained in our hands, and, I

believe, would sell for much more than the debts, with interest calculated to the present time, would amount to; except in the case of Mr. Barber, in which the Council was led to accept all the property that gentleman had, in lieu of his debt. The circumstances here brought together, extend over a great many years, and a principle of action, advisable at one period, might not be equally so at another; but the intention was always to act for the greatest advantage of the institution.

Q. 23. In a return of the University income for the year 1845, transmitted to Mr. Secretary Higginson, 19th February, 1845, the "Fees of Students in the University," are estimated at £800. (Vide Council Letter Book, Vol. II., p. 31.)

In Minute Book, Vol. III., p. 248-9, No. 7, December, 13th, 1845, the Commissioners find that only three-eighths of those fees were, in that year, left available to the general fund of the University.

Have you an account intitled, "Fees of Students," (or designated by any other title,) from which the value of this branch of income may be readily ascertained? If so, will you have the goodness to send to the Commissioners the Book in which such account is kept; or, if you have not any such distinct account, will you be pleased to furnish the Commissioners with the Books in which the said fees are recorded?

Can you inform the Commissioners, why, after stating the amount of "Fees of Students," for 1845, as available to the general fund of the University, to be £800, and transmitting the estimate to His Excellency the Chancellor, for the information of the Legislature, the Council saw fit to make a different disposal of those fees?

It appears from the Return referred to, (Vide Minute, Vol. III., p. 156,) that the apparent total income exceeded the total expenditure by only £204; therefore, when five-eighths of the fees were alienated from the ways and means, there must have arisen a deficit of £296, on the year, even allowing that every other item of "Income," proved equal to the estimate.

Did the Council make any retrenchment in the expenditure for 1845, adequate to cover the portion of fees alienated from the "General Fund of the University?"

A. From the progress the Commissioners have made in the accounts, they must have arrived at the information here required.

Q. 24. In Minute Book, Vol. III., p. 245, No. 2, the Commissioners find a reference made to an interest overcharged of £54 4s. 8d., in the account of His Lordship the President. The Commissioners in referring to His Lordship's account, (private Ledger, Vol. I., pp. 9-13,) observe that it has been posted in a peculiar manner; a balance having been struck at the date of each payment, but no annual balances appear to have been made. The interest is calculated for each broken period, between payments on the balance of principal and interest, due at the time of reckoning. His Lordship's account was thus made to carry compound interest, computed at frequent intervals.

In Private Ledger, Vol. II., pp. 341-4, His Lordship's account is made out in a different manner as to the charge of interest, though the plan of balancing at broken periods is retained as in Private Ledger, Vol. I.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

The Commissioners observe that the Council ordered £55 4s. 8d. to be refunded to His Lordship, being the difference between simple interest and the interest charged in the first account.

In Minute Book, Vol. III., p. 143, in your Report on the account of Dr. Gwynne, the Commissioners observe that compound interest, reckoned at annual periods, has been charged; and it appears the Council refused to alter the account thus made out; Dr. Gwynne being thus obliged to pay compound interest.

In your "observation on the objections, taken by Dr. Gwynne to the mode in which his account had been settled," read in Council, 24th April, 1844, (Vide Minute Book, Vol. III., p. 141,) you say that your "book of notes of hand" will show how generally you have acted upon this principle; and further down you state, that you never depart from this principle unless for some "special reason," such as the parties settling "promptly," or your judging it "fortunate to get anything from them"; or from some reason which has led you to consider it your (*i.e.* the College's) "advantage not to apply the principle."

Will you please inform the Commissioners what reason was found to exist in the case of His Lordship the President, calling upon the Council for a departure from the general principle of reckoning interest acted on by you?

A. The accounts of the Bishop and of Dr. Gwynne were finally treated on the principle of simple interest.

Q. 25. The Commissioners find that in some instances business of importance was transacted at "incomplete meetings" of Council; that is, at meetings at which there was not a quorum of the Council, as required by the Charter. The following meetings may be referred to, viz:—

1840, July 8th,	Minute Book, Vol. II., p. 198.
do do 15th,	do do 199.
do Aug. 5th,	do do 200.
do Oct. 14th,	do do 202.
1841, Jan. 27th,	do do 225-6.
do Feb. 6th,	do do 232.
do March 6th,	do do 251.
do June 30th,	do do 256.
do Sept. 29th,	do do 263.
1842, Jan. 26th,	do do 269.
do April 27th,	do do 318.

On the 21st October, 1840, (Minute Book, Vol. II., pp. 203-4,) at a meeting of Council duly constituted, the following minute appears to have been ordered, viz:—"1. Read the minutes of last full meeting of Council, held on 27th June last, with the minutes of all the subsequent incomplete meetings."

On 30th April, 1842, at a meeting of Council duly constituted, (Vide Minute Book, Vol. II., pp. 319-20,) the following minute (No. 2) is recorded:—"2. The minutes of the incomplete meeting held on the 27th instant were approved and adopted."

Has any power been given by the Charter or otherwise, authorizing a duly constituted Meeting of Council "to approve and adopt" the "Minutes," or transactions of an "incomplete Meeting?" If so,

are transactions of "incomplete Meetings," which have not been so "approved and adopted," held by the Council to be invalid?

In the Minutes of several of the "incomplete Meetings" referred to, it is stated that "no quorum being present for the transaction of general business, the Council adjourned," or words to that effect are employed.

It appears, however, from the Minutes, that business was transacted at such Meetings; for example, July 18th, 1840; four Members present, the sale of a lot in Scarborough to Richard Harrison, was sanctioned.

July 15th, 1840, four Members present; it was ordered, that in future, the College Seal be affixed to all Deeds, instead of being, as previously, appended: At same Meeting, the Petition of Mary Cotton was decided on, and unfavourably. The Meeting confirmed the Minute of Council "passed at the Meeting on the 13th June," relative to Mrs. Ellen Kenny's dispute with Benjamin Hilliker: (that is to say, a Meeting possessing no authority confirmed the act of another Meeting having authority).

August 5th, 1840, present three Members; the Meeting ordered the issue of three Deeds, and appointed Mr. Birdsall Collector of certain claims for trespass.

October 14th, 1840, present three Members; the Meeting ordered the issue of one Deed.

March 6th, 1841, present three Members; the Meeting ordered the issue of five Deeds.

June 30th, 1841, present four Members; the Meeting ordered the issue of seven Deeds, and set prices on 21 lots: acted on four Petitions: decided on the case of Mary Burgess: ordered the sale of two lots on Block D, City of Toronto: appointed Edward Chapman, Head-Master of Johnston District School.

September 29th, 1841, present four Members; the Meeting ordered the issue of nine Deeds.

November 17th, 1841, present three Members; the Meeting ordered the issue of seven Deeds, and a special Deed to John Coulson: also, ordered that no more sales of land be made in Wilmot, at 12s. 6d. per acre.

January 26th, 1842, present four Members; the Meeting disposed of two Petitions; and of a Petition from — Bingham, relieving him from a certain liability; again considered the case of the Wilmot settlers, and confirmed the decision of November 17th, 1841; (being another incomplete Meeting, at which three Members were present).

April 27th, 1842, present four Members; the Meeting ordered 20s. per diem to be paid to Mr. Birdsall: ordered payment of an account of £46 19s. to Mr. Stennett, for a silver trowel and inscription plate.

The Commissioners, not being aware of the exact nature of the distinction by which the Council are guided, in deciding what business may be transacted without a quorum, will be obliged to you for such information as may enable them to understand the

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

The explanation, therefore, given in the Report, "that the alleged decrease of Capital can be satisfactorily shown not to have been caused by expenditure in current charges, but in legitimate objects," falls to the ground.

The observations on the Report, as to an alleged inaccuracy in the statement of the arrears of Upper Canada College, not involving any great principle, and being sufficiently in issue, I shall pass without further notice; merely observing, that if an error in my statement has occurred, it must be attributed to the fact, that the Books and Papers in the Bursar's office were closed to me, and inspection refused within two days after I had intimated to the Council my intention to address a Memorial to the Chancellor.

Before proceeding to the very serious inquiry proposed in the Report, namely, whether the diminution of Capital has extended over the 17 previous years of the Institution, these are two matters of some importance, in reference to which, the Committee charge me with making observations without due consideration.

1st. That the Rent-roll remains the same in both years, although it appears from the returns, that the lease lands diminish to the extent of 6,710 acres. The Committee admit the fact, and finding fault with the term "Rent-roll," as inapplicable, and substituting the more convenient term of Estimate, they account for this very extraordinary circumstance, by stating that the septennial increase of rent corresponds, with exact precision, in this year, to the deficiency arising from 6,710 acres, being struck from the Rent-roll, a coincidence so extraordinary as to be almost miraculous, and requiring some further investigation, before I could surrender the incredulity with which I at present regard the occurrence.

2nd. I stated in the tabular view, "that no credit has apparently been given for the proceeds of Land sold in 1844."

The Committee deny the fact, and allege that the amount of purchase money received in that year, was about the same as the amount of proceeds of Lands sold; and, therefore, the amount of purchase money outstanding must remain the same both years. The accuracy of this explanation may be amply tested by the Bursar's annual statements of receipts and disbursements for the year 1844. Admitting this statement to be correct, (although an error, to some extent does appear in it without affecting the assets) it does not, in any respect, impugn the accuracy of this charge made by me; for under what item in the Returns, does the Capital derived from land sold and received, during the year 1844, appear? Having thus, I think, satisfactorily proved all that I charged in the Memorial, namely, "That in the year 1844, the Estate of King's College was considerably diminished, and that a large amount of Capital was, in that year, appropriated to meet current expenditure, or that it has, in some other manner, unaccountably disappeared." I shall proceed to the inquiry propounded by the Committee, viz:—whether there has been such an application of the Capital in the other years during which the Institution has been established.

This question was not mooted by me in the Memorial. Indeed, when that document was prepared, although I charged the Council with suffering a diminution in 1844, I had not entertained the most

Appendix
(E.E.E.)

31st July.

remote idea that a similar charge might be made in respect to the preceding year. On the contrary, I had every inducement to the belief, that during the long period when the University was in abeyance, the capital had been rapidly accumulating; and that in consequence of the large amount of monies received, being funded, a surplus had constantly arisen, after meeting current expenses, from which the invested property of the Institution had accumulated; and I was further warranted in entertaining this idea from the circumstances, that in the Bursar's Returns there appeared large accumulations of rents and arrears of interest, the value of which I had then no reason to dispute.

But painful to my mind as is the conclusion at which I have arrived, I think it due to the Commissioners to state, that I am impressed with the belief, that ever since the establishment of the University, a system has been carried on, or rather a want of system has prevailed, by which a considerable portion of the capital has been used to meet current expenses, or has unaccountably disappeared. If any reliance is to be placed on the tables appended to the Report, they furnish ample evidence of this assertion. Indeed, I am at a loss to conceive, how any one acquainted with the most elementary principles of arithmetic and accounts, could have prepared these tables, without being himself satisfied of the fact. For not only are these tables framed on principles directly at variance with those set forth on the Report, but they prove on their face, the very thing they profess to deny; namely, that in the seventeen years' operations, which they profess to exhibit, a portion of the capital has been applied to meet current expenses.

The Report states, "it is plain that, strictly speaking, the sums received by transmuting the endowment into money, should be regarded as capital, whilst the rent and interest on instalments due, form the annual income. This capital is to be employed in two ways, either in purchasing profitable investments, or in buying the stock necessary for conducting the business of the establishment; i.e., grounds, buildings, and outfits.

It is also evident, that the annual income, consisting of rents and interest on instalments due, may be legitimately expended on current expenses." The accuracy of these principles must be at once admitted; but when the Committee proceed further to state, that they "subjoin some tabular views, from which they conceive it will be apparent, that not only has the capital not been applied to pay current expenses, but that a considerable sum has been taken from the annual income, and applied to purposes to which capital is legitimately applicable." I am at a loss how, in the face of these tables; such an assertion could be made; for in the tabular view No. 1, I find:—

The Royal Grant for Buildings.....	£4999	19	9
The proceeds of sales collected, stated at No. 1.....	85816	1	1
And in No. 3, on account of Up- per Canada College.....	11665	10	10

In all..... £102481 11 8

On the other hand,
the expenditure of
capital for King's
College and U. C.

Carried over..... £102481 11 8

Appendix
(E.E.E.)

31st July

Will you inform the Commissioners whether you have, in any instance, ascertained from parties who borrowed money from Colonel Wells during his Bursarship, and whose mortgages or other securities, given by them to Colonel Wells, have since been transferred to the College, what the amounts, originally loaned to them by Colonel Wells, were? If so, be so good as to state the particulars?

A. I have not in any instance.

QUESTIONS ADDRESSED BY THE COMMISSIONERS TO THOMAS YOUNG,
ESQUIRE, ARCHITECT:—

1st. Were you in the employment of King's College, as Architect, in the month of February, 1839? Were your services dispensed with by the College Council in that year, and for what purpose?

2nd. Were you reappointed Architect to King's College in 1842, and for what purpose?

3rd. Were you called upon by the College Council, shortly after your reappointment, to make any estimate of repairs or alterations on the Parliament Buildings? If so, please state the particulars, and mention the amount of your estimate.

4th. Were tenders advertized for by the College Council for the above work? If so, whose tender was found to be the lowest?

5th. What was the total amount expended by the College on the work referred to?

6th. Were the whole of the accounts for the said work submitted to you for your examination and approval? If so, please state at what time the said accounts were examined by you, and whether you approved of the same? If the said accounts were not submitted to you in proper form or full detail, will you please state why they were not so submitted?

7th. Will you please inform the Commissioners whether it is usual for corporate bodies or private parties, to undertake any considerable expenditure on building repairs or alterations without putting the work into competition by advertizing for tenders?

8th. Will you please inform the Commissioners whether it is the practice of corporate bodies or other public trusts to submit the accounts of contractors or others performing extensive works for them to the examination of their architects, when such officers are employed?

9th. What was the amount of Mr. John Richey's tender in 1839, for the erection of the south-east wing of the University? What was the total amount paid to him for the said work.

10th. Did Mr. Richey, in 1842, furnish a new tender for the south-east wing? If so, will you be pleased to state the amount and the date of the same?

11th. In your "Report to the College Council," dated 31st October, 1843, you state the amount of Mr. Richey's contract for the south-east wing to have been £10,398 10s. 8d., and you have detailed various alterations which led to additions and deductions amounting to £197 3s. 1½d. for the former,

and £658 5s. 3¼d. for the latter, being a difference of £461 2s. 1¾d. in favor of deductions. Were the above alterations, that is to say, those which are in your Report represented by the above sums, the whole of the deviations from the original plans and specifications on which Mr. Richey's tender of 1839 was based?

12th. Can you inform the Commissioners whether any duty was payable on Canadian stone in the Port of Toronto, in 1842; or what port charges or harbor dues were liable in 1842, which were not required to be paid in 1839?

13th. Were the prices of building materials, such as stone, brick, lime, wood, &c., in 1842, higher or lower than in 1839?

14th. Were the wages of stonecutters, masons, bricklayers, laborers and others employed in building in 1842 higher or lower than in 1839?

REPORT OF THE BUILDING COMMITTEE.

(Minute Book, Vol. II., p. 325, 16th May, 1842.)

"The Committee appointed to contract for and superintend the erection of the Wings of the University Buildings have the honor to report, that as it appeared that modifications of the elevation did not fall within their province, they have confined themselves to alterations in the interior arrangements, which they believe will be found more particularly convenient than those originally adopted. They beg leave to present four plans, marked 1, 2, 3 and 4, in which the Architect, according to their instructions, has exhibited the alterations in the East Wing, which they recommend."

(Signed,) JOHN McCaul,
Chairman.

May 16th, 1842.

Which Report was adopted by the Council.

(General Letter Book, Vol. II., p. 215.)

KING'S COLLEGE OFFICE,
TORONTO, Nov. 6th, 1843.

To THOMAS YOUNG, Esq.

Sir,

Mr. Richey has sent in a statement of the completion of the south-east Wing of the University, which differs materially from your Report of the 31st ultimo. I understand he has also sent you a copy of his statement. I have, therefore, only to request that you will, as soon as convenient, send me your opinion upon Mr. Richey's statement, and enable the Council to decide upon the exact balance due to Mr. Richey.

Mr. Richey has also sent in two statements of work done by him in Upper Canada College, upon authority from the Rev. Mr. Matthews, at that time acting Principal, being for £77 14s. 6d. and £17 19s. 8d. I enclose you the two statements, and am desired by the Council to request that you will

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

report upon the reasonableness of the charges they contain.

(Signed,) H. BOYS,
Registrar and Bursar.

BUILDINGS.

(General Letter Book, Vol. II., p. 221, Oct. 31, 1843.)

TORONTO, 31st Oct., 1843.

To the Chancellor, President, and Scholars of King's College, the following Report, No. 1, upon the South-East Wing or angle of the University, as now completed:—

In addition to the amount of the contract	£10,398 10 8
Must be added the following sums:—	
Tinning the roof	160 0 0
Sundry alterations of door springs, arising from the changes made in the internal arrangements.....	37 3 1½
	<hr/> £10,595 13 9½

Sundries as per list of additions appended, page 4:—

From this sum total the following deductions must be made according to the annexed Schedule of the omissions and alterations from the changes made in the internal arrangements of the students' apartments, as proposed by the Architect, in a letter dated 10th August, 1843, and sanctioned by a Board of Professors, 15th August, 1843.....

	658 5 3½
	<hr/> £9,937 8 6¼

(SCHEDULE.)

BASEMENT:—

2 Dressers and Shelves.....	£6 0 0
-----------------------------	--------

The dressers and shelves are now being used in the kitchen of the Parliament Buildings, and should be charged in that amount.

AREAS:—

2 Iron railings, valued in Contract, £15 each.....	30 0 0
--	--------

These railings have been omitted under the impression that side entrances will be required instead of the present south entrance; under such circumstances it would have been detrimental to the piers to have fixed them.

Carried forward.....£36 0 0

Appendix
(E.E.E.)
31st July.

Brought forward.....£36 0 0

DOORS:—

104 Doors, as per Contract.	
73 do do New Plan.	
<hr/> 31 Doors	78 0 0
<hr/> 34 Closet Doors, as per Contract.	
20 do do New Plan.	
<hr/> 14 Closet Doors.....	28 0 0

BORROWED LIGHTS:—

34 Borrowed Lights, as per Cont.	
30 do do New Plan.	
<hr/> 4 Borrowed Lights	5 0 0

SKIRTINGS:—

1332 5 feet of Skirting.	
1254 6 do do	
<hr/> 77 11 feet of Skirting	5 7 10½

PARTITIONS:—

33,817 7 as per Contract.	
10,379 3 do New Plan.	
<hr/> 23,438 4 charged, per square.....	140 12 6¾

PLASTERING TO PARTITIONS:—

3,757 4 6 yds. as per Contract.	
1,153 2 0 do do New Plan.	
<hr/> 2,604 2 6 yards	195 6 4

PAINTING, 1 yard:—

14 Sets of Pins in Bedrooms.	
14 do Book Shelves.	
<hr/> 31 Doors, not painted.	
14 Closet Doors, not painted.	
14 Rows of Pins, do in Closets.	
14 Sets of Shelves.	
2 Dressers, &c., not painted.	
12 Seats and Risers of Privies, do.	
4 Borrowed Lights.	
24 Panes of Glass to Borrowed Lights.	
78 Feet of Skirting, not painted.	42 16 6

SUNDRIES:—

14 Sets of Pins to Closets	4 4 0
14 do Shelves	7 7 0
14 Book Shelves for Students' apartments.....	5 5 0
14 Sets of Pins in Bedrooms	4 4 0

PRIVIES:—

12 Sets Risers, &c., complete	18 0 0
18 Cast-iron Pans.....	24 0 0
4 Oak Sinks.....	12 0 0
2 Rain water Cisterns.....	8 0 0
450 Squares of Shingles, and nails to the roof and northern extension	19 5 0

Carried over.....£633 8 3¼

Appendix
(E.E.E.)
31st July.

Brought over..... £633 8 3¼

COLOURING :—

The colouring to be complete in the ensuing spring. This omission was made at the request of the Architect, who stated that the present condition of the plastering would be likely to injure the colour, and probably render it necessary to re-colour when the Building would be required to be used.

Value of the Colouring computed... 25 0 0

£658 8 3¼

The basement walls and ceilings are finished; all the ceilings except those of the first floor are completed.

ADDITIONS :—

Cutting out and fitting up several doorways to effect the new arrangement.

Addition length of tams skirting in the Closets, from their being increased in size.

66 Feet, at
13 Dozen and 2½ puttings on four screws.
5 Gross three-quarter brass hooks and eyes, to fasten back the casement.

Painting to tams skirting, extra.
Cutting through the floors of privies.
Additions in painting.
Rain water Pipes.
Oil Ballusters and Railing, &c.
(See Richey's account.) 37 3 1½

(A true Copy of Mr. Young's First Report.)

(General Letter Book, Vol. II., p. 225, Nov. 2, 1843.)

TORONTO, Nov. 2, 1843.

To the Chancellor, President, &c., &c., of King's College, the following statement of completion of South-East Wing of the University is respectfully submitted by Mr. Richey :—

Amount of Contract £10308 10 6
Sundry alterations of door-springs as per bill delivered..... 27 13 6
Tinning roof, after deducting shingling..... 156 0 0

Deductions made in consequence of alterations in the internal arrangements.

Iron railing to Areas.... £30 0 0

Partitions:—

8855 as per Contract.
3733 do New Plan.

5122 feet reduced 30 14 9

Carried forward... £60 14 9 £10492 4 0

Appendix
(E.E.E.)
31st July.

Brought forward... £60 14 9 £10492 4 0

Plastering to Partitions:—

1699 4 as per Contract.
710 4 do New Plan.

989 0 yards 74 3 6
Painting and Colouring... 58 7 4
18 Cast-iron Pans 27 0 0
4 Oak Sinks..... 12 0 0
2 Water Cisterns..... 8 0 0

£240 5 7 £10492 4 0

There are 31 Room Doors, with their trimmings.

14 Closet Doors.
No. 4 Borrowed Lights.
728 Feet of Base.
14 Sets of Book Shelves and Pins to Bedrooms.
12 Seats and Risers for Privies.
2 Dressers and Shelves.

The above have been made and finished expressly for the South-East Wing, but, owing to the alterations, are not required for the present Building; therefore, will have to lay over for the South-West Building, as they would not be suitable for any other building, except one built with the same style of finish.

I am, &c.,

(Signed,) JOHN RICHEY.

(True Copy of John Richey's First Report.)

(General Letter Book, Vol. II., p. 242.)

To H. Boys, Esq., M.D.,
Bursar, &c.

TORONTO, Dec. 14th, 1843.

SIR,

With reference to your letter of the 5th instant, I have the honor to forward to you, for the information of the Council of King's College University, the accompanying abstract, embodying all the items in dispute between Mr. Young and Mr. Richey, together with my own statement of the same, by which I find a balance due to Mr. Richey of £1236 14s. 5d., inclusive of the sum claimed by him for materials wrought and finished for the South-East Wing of the University under the original contract, and which had been provided by Mr. Richey before the present arrangement of the plan was in contemplation.

Should the Council sanction this award, the materials so charged will become their property, and they can compel any future contractor for the South-West Wing to take them at their cost price of £160; but should the Council prefer letting this remain an open account, I beg leave to suggest that a small advance be made to Mr. Richey on the above sum to cover the actual expense of labor done.

I have not made any statement respecting the Chapel fittings, this being still an open account, and one not included in the charges for the South-East Wing.

In regard to the "due completion of the work in accordance with the Specifications and Contract,"

Appendix
(E.E.E.)

31st July.

to which the minute of the Council also directs my attention, I beg to state that (as far as it is possible to judge at present) the whole building appears sound and substantial, and the interior to be fitted up in a workmanlike manner, and according to the full intent and meaning of the Specification.

If the Council should require my attendance at any time in explanation of the abstract, I shall be happy to wait upon them upon receiving notice.

I have the honor, &c.,

(Signed,) HENRY B. LANE.

(General Letter Book, Vol. II., p. 248.)

From H. B. Lane, enclosing his account as follows:—

TORONTO, 12th January, 1844.

The COUNCIL OF
KING'S COLLEGE UNIVERSITY, Dr.

To H. B. LANE, Architect.

For attendance in arbitrating between Messrs. Young and Richey, from Dec. 5th to 14th, including Survey of building materials, &c..... £25 0 0

(General Letter Book, Vol. II., p. 282.)

To HENRY B. LANE, Esq.

KING'S COLLEGE OFFICE,
TORONTO, March 21, 1844.

SIR,

I have this moment received directions to discharge your claim for arbitrating between the Architect and the Builder of the South-East Wing of the University, and I have much pleasure in enclosing you a check on the Bank of Upper Canada of £25, the sum mentioned in your letter of the 12th January last.

(Signed,) H. BOYS,
Bursar, K.C.

(Minute Book, Vol. III., p. 163, No. 10, Jan. 29, 1845.)

Mr. Richey submitted an account showing the value of the materials which he has prepared and placed on the College grounds towards building the South-West Wing of the University, accompanied with the certificate of Mr. Young, the Architect, as to its correctness, and praying an early settlement of the account. Whereupon Dr. King moved, that the claim of Mr. Richey be referred to the Building Committee, with a view to their taking such action thereon as they may deem expedient; and, in the meantime, that an advance of £1000 be made to him on account of such claim: seconded by Mr. Barron, put and carried.

Appendix
(E.E.E.)

31st July.

(Minute Book, Vol. III., p. 182, March 26, 1845.)

On the application of Mr. Richey, to be paid the balance of his account, amounting to £576 13s. 3d., the Bursar was directed to discharge the same.

(Minute Book, Vol. III., p. 214, July 12, 1845.)

Dr. McCaul submitted a Report from the Building Committee on the expense of the alterations and additions suggested in the Report of the Dean, on the requisites for rendering the South-east building available as a residence for students.

Whereupon it was moved by the President, that the Plan, as proposed in the Dean's Report, be adopted, and that the following members,—the Vice-President and the Dean,—shall be a Committee to superintend the execution of it without delay.

Moved by the President, that the necessary expenditure in the above object shall be derived from the sale of lands belonging to Upper Canada College, conveyed to the University for the purpose of paying off the debt due by that institution to the University: seconded by the Vice-President, was put and carried.

(Minute Book, Vol. III., p. 332, July 7, 1846.)

Moved by the President,

That it is of the utmost importance that the building of the South-West Wing of the University should be immediately commenced, as contemplated by Statute VI., Sec. 2; and that with a view thereto, the Bursar report the portion of the £18,000 remaining unexpended, and the ways and means for carrying the above desirable object into effect.

Seconded by the Vice-President; was put and carried.

(Minute Book, Vol. III., p. 335, No. 5.)

The Bursar, in compliance with the 4th minute of the last meeting, reported on the ways and means for building the South-West Wing of the University.

The Report was received.

REPORT OF BURSAR.

(Council Letter Book, Vol. II., pp. 172—5, 17th July, 1846.)

I beg to submit to the College Council the following Report, which I make in compliance with the 4th minute of the proceedings of the 7th inst. :—

That Minute requires that the Bursar shall report what sum remains unexpended of the £18,000 appropriated for building the University, by the Statute, Chap. VI., Sec. 2; and that he should report the ways and means for proceeding with the building of the South-West Wing of the University.

Appendix
(E.E.E.)
31st July

By the accompanying statement marked A, the Council will see that the sum of £5186 12s. 4d. remains unexpended of the £18,000.

In regard to the ways and means for building the South-West Wing, on reference to the Architect, I find he has estimated the expense, and finds it will not exceed £8000. Of this, the sum of £2576 13s. 3d. has been already paid for stone, brick, and other materials now on the grounds, ready to be used, and already charged in the statement just referred to, marked A, leaving about £5300 to be provided for, which being so near the sum remaining unexpended of the £18000 may render it unnecessary to obtain a further Statute.

The money cannot be supplied from the present funds of the Corporation, they being scarcely sufficient to cover our annual expenditure; indeed, by the latest estimate I have made, they are deficient a few hundred pounds. It will, therefore, be necessary to raise the supply by the sale of our waste and leased lands. That this source is quite adequate to the object may be seen by reference to the 1st and 5th returns of the twelve annual returns now before the Council, wherein it is shown that the sales of the College lands gradually increased from the commencement of the year 1843, at which period the Council restricted the sales, and gradually suspended them. There can be no doubt but that the sales would continue increasing to the present time, and would have supplied ample means for completing the University as originally contemplated. And as a proof that they will still afford the means required, we have now applications before us for the sale of more than 20,000 acres. These will fetch, at least, \$6 an acre on the average, equal to £30,000. On the supposition that we sell only to the amount of £20,000 within the twelve months, it will be more than sufficient for the present object, and besides, to make up for the small deficiency just now alluded to, between the annual income and expenditure.

This, therefore, I submit, constitutes sufficient ways and means for building the South-West Wing of the University, and would immediately replace any part of the expenditure which might be required to be made, in the first instance, from our present funds.

But there is another source to which, on this occasion, it seems to be my duty to request the attention of the Council, namely, to the condition of the fund established by the Crown expressly for the purpose of building this University. This fund was created by His late Majesty George IV., as signified to Sir Peregrine Maitland, in Earl Bathurst's despatch of 31st March, 1827. It was to consist of an annual donation of £1000 sterling, to be paid out of the monies furnished by the Canada Company, and to continue during the term of that Company's agreement, which would terminate on the 1st July, 1842. The donation was continued four and a half years, till 1st July, 1832, at which time, some difficulties having arisen about the Charter of the University, the donation was suspended by a Government despatch to Sir John Colborne, "until the Legislature should pass an Act for amending the Charter." Such an Act was passed in the first session of the 13th Provincial Parliament, and received the Royal assent on the 4th March, 1837. But although the condition was fulfilled, His Majesty's bounty has ever since been withheld. Our claim extends from July, 1832, to July, 1842, when the Canada Company's agreement expired, being ten years, equal to

£10,000 sterling, with interest from the several periods at which it became due up to the present time.

As this money was not paid to us, it necessarily went to increase the balance paid over annually by the Canada Company to the territorial reveque. Should the Government find any difficulty in satisfying our claim in cash from the territorial funds, they might grant us an equivalent in wild lands in some of the new surveyed Townships—in Ashfield, Euphrasia, or Wawanash—in all of which we already hold lands.

The records of this office will show that it was the intention of Lord Sydenham to have obtained the arrears for us had not the more important events of his administration drawn his attention from the subject.

Could this most legitimate resource, which was evidently intended by its Royal founder to prevent infringement on the endowment, be made available, it would also afford sufficient ways and means; for although the equivalent might be in wild lands, its value would be so much beyond the sum required, that a loan might be taken without scruple from other branches of our funds, or might be borrowed from the Bank.

(Signed,) H. BOYS,
Bursar.

King's College Office,
Toronto, 17th July, 1846.

STATEMENT A.

	£	s.	d.	£	s.	d.
Amount appropriated by Statute, chap. 6, sec. 2, for building the two wings of the University ...				18000	0	0
Expended.—Building South-east wing	10236	4	5			
Materials of South-west wing ...	2576	13	3	12813	7	8
Remaining unexpended				5186	12	4

(Council Letter Book, Vol. I., p. 285.)

EXECUTIVE COUNCIL CHAMBER,
KINGSTON, Monday, Feb. 28, 1842.

(IN COUNCIL.)

Present: His Excellency the Governor General.

His Excellency was pleased to submit, for the opinion of the Council, the expediency of a temporary appropriation of the Parliament Buildings and Public offices in Toronto, for the purpose of the University of King's College, until the buildings intended for the University, and about to be erected, shall be in a sufficient state of forwardness to be used.

And the said matter being considered, His Excellency, with the advice of the Council, was pleased to order that the said buildings and grounds be placed in possession of the Council of King's College, by license of occupation or lease, for the term of three years, upon the following terms, viz:—The buildings to be kept in repair, and restored in full repair, as at present, upon revocation of said

Appendix
(E.E.E.)
31st July

Appendix
(E.E.E.)

license or lease, at the pleasure of the Government,
and at the expense of the University.

31st July.

That any alterations made by the College be re-
stored upon the delivery up of the premises, so that
the buildings shall be in the same state and form as
at present, if the same shall be required.

That the said buildings be insured, and continue
insured at the expense of the College during the
continuation of the occupation by that body.

And that possession of the said buildings shall be
delivered up upon the requisition of the Govern-
ment, or of any officer or person authorized to de-
mand the same.

(Certified.)

(Signed,) W. H. LEE.

(General Letter Book, Vol. I., p. 265.)

To Mr. JOHN RICHEY, Builder.

KING'S COLLEGE OFFICE,
TORONTO, March 14, 1842.

SIR,

I am directed to request that you will inspect the
centre Building and West Wing of the Parliament
Buildings in this city, and report the expense that
may be necessary to render them fit for the occupa-
tion of the University.

It is desirable that you should make your Report
by to-morrow morning, if it can be done in so short
a time. If you could call upon me any time this
morning, I will explain more particularly the kind
of inspection required by the Council.

(Signed,) H. BOYS.

General Letter Book, Vol. I., p. 268.)

To J. G. CHEWETT, Esq.,

KING'S COLLEGE OFFICE,
TORONTO, March 21, 1842.

SIR,

I am directed by the Council of King's College
to request you will inspect the Parliament Buildings,
and report their state of fitness for occupation by
the University; pointing out what repairs you may
consider necessary to be made on them, and the
amount such repairs will cost. I enclose you a copy
of the Minute of the Executive Council placing
the Buildings at the disposal of the College Council,
that you may take into consideration the length of
time and terms upon which the Buildings are
granted.

I also enclose you a Report upon this subject
made by Mr. Richey, which I will trouble you to
return to me when you send in your Report.

I am, &c.,

(Signed,) H. BOYS.

(Minute Book, Vol. II., p. 306.)

Appendix
(E.E.E.)

31st July.

The Architect delivered a specification of the
repairs necessary to render the Parliament Buildings
fit for occupation, amounting to £195 5s. currency,
and Mr. Richey having tendered to undertake the
same for about £200, the Hon. Mr. Sherwood pro-
posed, That the Building Committee do employ
Mr. Richey to repair the Parliament Buildings for
the use of the University according to his proposal
for that purpose.

Which motion, being seconded by Dr. McCaul,
was submitted and carried.

(General Letter Book, Vol. II., p. 226.)

MR. YOUNG'S STATEMENT, No. 2.

To the Chancellor, President, and Scholars of King's
College, &c., &c. :—

TORONTO, Nov. 20th, 1843.

GENTLEMEN,

At the request of the Bursar I make this state-
ment of what I consider due to Mr. Richey:—

For the construction of the main drain of the Uni-
versity, as per J. Richey's account... £313 14 9

As per Architect's acct.	£235	3	9
1842, Dec. 23, Cash paid			
on account	200	0	0
	<hr/>		£35 3 9

South-East Wing of the University of
King's College:—

J. Richey's account, with
deductions£10251 18 5

As per Architect's ac- count, with do.....	9933	8	11
1843, Nov. 11th, Total			
Cash paid	9000	0	0
	<hr/>		£933 8 11

£968 12 8

As per account for fitting up the Hall, Chapel, Lecture Rooms, offices, &c., in the Parliament Buildings, up to 1843, April 22nd	£624	9	7
Cash paid on the same....	650	0	0
	<hr/>		25 10 5

£943 2 2

Total amount due to Mr. Richey up to this date.
Errors and omissions excepted.

I have the honor to be, &c.,

(Signed,) THOMAS YOUNG,
Architect, U.C.C.

Appendix
(E.E.E.)

31st July

(General Letter Book, Vol. II., p. 271.)

To H. Boys, Esq., M.D., Bursar.

TORONTO, Feb. 26th, 1844.

SIR,

In addition to the account handed to me this day for inspection, there is an uncertified account for work done to the Chapel, Hall, and Public Buildings, amounting to £624 9s. 7d.; and before I report upon that and the one now sent in, amounting to £261 19s. 5d. and £28 6s. 2d., in all £914 15s. 2d., I request that you will be kind enough to direct Mr. Richey to make out the accounts under the following separate heads:—

Repairing Buildings,
Hall Fittings.
Chapel do.
Lecture Rooms, do.
Professors' Rooms, do.
Alterations.
Dr. Beaven's Residence.

Without such an arrangement I cannot give the accounts that proper investigation which they demand; and it is requisite that the prices of the several articles be stated, and moneyed out separately. The large amount requires that I should have full particulars before I can consent to put my signature to it.

(Signed,) THOMAS YOUNG.

(General Letter Book, Vol. II., p. 272.)

To THOMAS YOUNG, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Feb. 27, 1844.

SIR,

The object of my letter to you of the day before yesterday was confined to the account therein enclosed, and I will thank you to let me have your report upon it as soon as you conveniently can. Has Mr. Richey's bill for the Chapel ever been referred to you for your report? In what way is it now under your consideration.

(Signed,) H. BOYS.

JOHN CRAWFORD.

(General Letter Book, Vol. II., p. 438, Aug. 23, 1845.)

To H. Boys, Esq., M.D.,
Bursar, &c.

TORONTO, Aug. 23, 1845.

SIR,

I have to propose to the Council of King's College the sale of an acre of land in Town, which offers an opportunity for favorable investment.

The land is sold in small lots, at prices according to the situation and size, amounting in all to more than £2,000; on which brick houses are built, vary-

ing in value from £400 to £600, reserving as rent the interest of the purchase money.

The lease is for twenty-one years, with the privilege of the lessee to purchase. Herewith is a blank lease which is the form of those adopted. Rent payable quarterly.

(Signed,) JOHN CRAWFORD.

(General Letter Book, Vol. II., p. 438, Aug. 26, 1845.)

To JOHN CRAWFORD, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Aug. 26, 1845.

SIR,

I am in receipt of your letter of the 23rd, respecting certain property in the City of Toronto, which you propose to sell to the University. As there will probably be a meeting of the College Council to-morrow, I should like to be able to give more information of your property than your letter affords, and should like you to tell me where it is situated, and explain fully the particulars.

(Signed,) H. BOYS,
&c., &c.

(Minute 17, Minute Book, Vol. III., p. 223, Sept. 24th, 1845.)

Read a letter, dated 23rd ultimo, from John Crawford, proposing certain ground rents in this City for sale to the Council.

The Bursar to write to Mr. Crawford for further particulars.

The following marginal entry is found appended to the foregoing Minutes in red ink:—

"Mr. Crawford communicated with verbally."

(General Letter Book, Vol. II., pp. 463-4, Nov. 17th, 1845.)

To JOHN CRAWFORD, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Nov. 17th, 1845.

SIR,

I yesterday submitted to the Council of King's College your offer of certain ground rents for sale, when I received their directions to inform you that they consider the value you have placed on them too high, and that, therefore, they must decline the purchase on the terms you at present propose.

(Signed,) H. BOYS,
Bursar, K.C.

P.S.—Could you make it convenient to call at this office before Saturday, when there will be another Council, as I think there may possibly be some misrepresentation of your terms.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
31st July.

(Minute Book, Vol. III., p. 241, No. 11, Nov. 26, 1845.)

John Crawford, Esq., proposed for sale to the Council, certain ground rents in the City of Toronto.

The present offer declined.

(General Letter Book, Vol. II., p. 476, Dec. 23, 1845.)

To H. Boys, Esq., M.D.,
Bursar, &c.

TORONTO, Dec. 23rd, 1845.

SIR,

I propose to convey the fee-simple of the land in Bay Street, mentioned in my former letter, subject to the leases, to the College Council for the sum of £2500.

Will you have the kindness to make this proposition to the Council at its next meeting.

(Signed,) JOHN CRAWFORD.

(General Letter Book, Vol. II., p. 476, Dec. 31, 1845.)

To H. Boys, Esq., &c., &c.

TORONTO, Dec. 31st, 1845.

SIR,

The annual rent of the Bay Street property, payable quarterly, is.....	£147	12	6
Interest on 1st quarter's rent, £36 18s., for 9 months, is.....	1	13	0
Do 2nd do do 6 months	1	2	0
Do 3rd do do 3 do	0	11	0
	£150	18	6

If the Council accept the offer I last made to them, the interest received upon the amount will exceed six per cent. by 18s. 6d., according to the above calculation; and in addition to this, should any of the tenants neglect to pay the sum secured during the first term, the Council will derive the benefit of it.

(Signed,) JOHN CRAWFORD.

(Minute Book, Vol. III., p. 260, No. 6, Jan. 31, 1846.)

Read proposals of the sale of property to the Council from the following parties:—

- Mr. Small, Building Lots in Toronto.
- Mr. Crawford, Ground rents.
- Mr. Gilkison, Building lots and land at Elora, in Nichol.
- Dr. Rees, Building lots on the Garrison reserve, Toronto.
- Mr. Radenhurst, Building lots in Toronto.
- Mr. Townley, House and land on Yonge Street.
- Mr. Armstrong, a Dwelling House and Store, King Street.
- Mr. Hawkins, Building lots in Toronto.

Read also proposals for loans from the following parties:—

- Mr. Jarvis, £1000.
- Mr. Hunter, £200.
- Mr. D. E. Boulton, £1000 or £1800.
- Mr. James Brown, £3260.

After a full consideration of these several proposals, the Council were of opinion that it would be advantageous to the interests of the Corporation to accept the following:—

The Ground Rents offered by Mr. Crawford for £2500.

The property at Elora, offered by Mr. Gilkison for £500.

The loan to Mr. Hunter for £200.

It was therefore directed that the Solicitor do ascertain the sufficiency of the titles in these three cases, and that the several properties are unencumbered; and that he then draw the necessary Deeds, at the expense of the parties, taking care that Mr. Hunter's property be insured to the full amount of the proposed loan, and that the policy be assigned to this Corporation.

(General Letter Book, Vol. II., pp. 484—6, Feb. 9th, 1846)

TORONTO, Feb. 9th, 1846.

SIR,

I have had under consideration the Title Deeds submitted to me by John Crawford, Esq., for lot No. 5, on the North side of Wellington, late Market Street, in this City of Toronto, and deem it my duty to acquaint you for the information of the Council of King's College, that upon reference to the Registry office, I find the title to stand as follows, viz:—

Grant from the Crown, May 3rd, 1816, to Benjamin Cosens; conveyed by Cosens, on May 17th, 1816, to William Davis Forrest; deed enregistered July 3rd, 1816. Conveyed by Forrester, Aug. 17th, 1819, to John Theodore de Alizani; deed enregistered, August 12th, 1819.

On the 22nd March, 1819, Benjamin Cosens, the grantee of the Crown, appeared to have conveyed one-fifth of the lot to Patrick Strange, deed recorded same day; and on the 8th April, 1819, he (Strange) appears to have conveyed the same one-fifth of the lot to James Ross, deed recorded, April 10th, 1819. On May 6th, 1819, Benjamin Cosens, the grantee, conveyed the remaining four-fifths to Hial Wilcox, deed recorded May 21st, 1819. On March 3rd, 1821, John T. De Alizani mortgaged the whole to the Hon. Wm. McGilivray and Thomas Thain, of Montreal, to secure the payment of £2211 11s. 3d.; and on Feb. 7th, 1842, again mortgaged the same lot to the same parties, to secure payment of the sum of £1643 7s. 7d.

These mortgages are both recorded, and are not discharged in the Registry Office. On the 14th January, 1830, de Alizani appears to have sold, in fee, to John Richardson, Samuel Gerrard, and George Gregory of Montreal, Trustees of the firm of McGilivray, Thain & Co.; the deed enregistered on August 27th, 1830. On the 24th September, 1831, Samuel Gerrard and George Gregory conveyed, in fee, to

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

George Munro of Toronto; deed recorded, Sept. 28th, 1832; and by deed, dated November 20th, 1845, Munro and wife conveyed to Mr. Crawford, which deed was recorded 29th of the same month.

By a memorial, dated December 31st, 1832, of the will of the late Honorable Richard Cartwright,—which will is dated in May, 1815,—it appears that the lot in question was devised to Thomas Cartwright, son of the Testator. This devise, I am of opinion, was an error on the part of Mr. Cartwright, as I cannot discover that he had any title or claim whatever to the lot.

Previous to the conveyance from Mr. Munro to Mr. Crawford, the former had granted, at various times, eleven separate leases of different portions of the lot, for the term of 21 years, renewable for a further term of 21 years,—at the option of the lessees to purchase the fee at any time within the first 21 years,—upon paying in full certain fixed sums, amounting in the whole, to £2,433 6s. 8d. The duplicates of these leases have been regularly assigned by Mr. Munro to Mr. Crawford, and by him to the University. With regard to the subsequent sales, in 1819, by the Patentee, Cosens, to Strange and Wilcox, it is my duty to remark, that it has come to my knowledge, that Morris Lawrence, and Reuben Parkinson pretend to claim different portions of the lot under those conveyances, and are now threatening actions. My opinion is, they cannot sustain their claims, and that Mr. Crawford's title is good; but in a matter of so much importance, it is possible the Council would desire, before investing the funds of the University in a property which may result in a Law suit, to have the opinion of other Counsel.

(Signed,) J. E. SMALL.

(General Letter Book, Vol. II., p. 491, 23rd February, 1846.)

To JOHN CRAWFORD, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Feb. 19th, 1846.

SIR,

At the meeting of the Council of King's College held yesterday, the Report of the College Solicitor, on the title of your property in Bay Street, was read; when I received directions to express to you the wishes of the Council, that you would, at your own charge, submit your title to Mr. Robert Baldwin, and furnish them with his opinion upon it. They will also require that you would engage to indemnify them against Law suits.

(Signed,) H. BOYS.

(General Letter Book, Vol. II., p. 489, 19th February, 1846.)

To J. E. SMALL, Esq.

KING'S COLLEGE OFFICE,
TORONTO, Feb. 19th, 1846.

SIR,

I submitted to the College Council, at their meeting held on Saturday last, your verbal communication, that the Honorable Mr. Baldwin could not conveniently undertake the investigation of Mr.

Crawford's title to the ground rents he offers to the College. They instructed me to say, that under the circumstances, they would like to have the opinion of the Honorable Mr. Sullivan in lieu of that of Mr. Baldwin.

I beg to enclose my letter to Mr. Crawford of the 19th instant, which you left in my hands, and which had better be returned to that Gentleman.

I also send you your letter to me of the 9th instant, tracing the descent of Mr. Crawford's title; it may be of use to Mr. Sullivan in forming his opinion. With regard to the said letter, you do not appear to have traced the right of Gerrard and Gregory to convey to Munro.

Allow me to inquire what is doing in the Chancery suit brought against us by Priestman. Our answer should be rendered about this time, indeed I believe upon this very day.

(Signed,) H. BOYS,
Bursar, K.C.

REPORT OF COMMITTEE OF COUNCIL ON HAWKINS' CASE, AND STATE OF THE BURSAR'S OFFICE.

The Committee appointed by minute of Council of March 18th, to investigate the charges contained in Dr. Gwynne's communication of March 11th, and conduct a general inquiry, should it appear necessary, into all the affairs of the "Bursar's Office," report that they have made minute inquiries into the subjects referred to them for investigation.

The following are the particulars which they have learned as to the facts of the case. In the year 1835, the S. $\frac{1}{2}$ of lot 34, concession B, in Scarborough, was sold to James Dark for £140. He paid, as part of his first instalment £5, and he, or some member of his family, has continued paying sums on account of the Interest, viz:—£6, June 5th, 1843; £7 10s. October 14th, 1843; and £12 10s., October 10th, 1844. On the death of James Dark, this property was left by will to his wife, Charlotte, who sold it to Edwin Dark, taking a note for the amount, in payment. As this note had not been paid at the time of her death, she left by will her right to this, to her eldest son, James Dark.

In the beginning of this year, (1845, February,) Edwin and Matthew Dark came to the College office to make some inquiries relative to a report which they had heard, that the College Council were about to insist on the immediate payment of their arrears, or to sell their land. On that occasion they saw Mr. Hawkins, the senior clerk, who (they assert) proposed buying their land from them, offering part of the payment in money, part in land, situated in the Township of Reach. An agreement to this effect was drawn up by Mr. Hawkins, and by him read to them, either in whole or in part. The witness to this agreement was Mr. Tincombe, and Edwin and Matthew Dark signed it. In their examination before the Committee, they stated that they were not aware that any penalty was attached to this agreement; Mr. Tincombe also stated that he was not aware that there was any penalty. There is no reason, however, to doubt that a penalty was attached to the amount of

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

£200. Both Edwin and Matthew Dark stated that although they would sign their names, they could not read writing, unless it was very plain and distinct.

After this agreement was executed, Edwin and Matthew Dark went to see the land in Reach, offered in part payment by Mr. Hawkins. They were dissatisfied with it, and mentioned to Mr. Hawkins that they would not take it. Some other proposal was then made to them, by Mr. Hawkins. Meanwhile, Mr. Winstanley made an offer to them to purchase their land, which they accepted. They distinctly stated to the Committee, that they did not consider the agreement binding, unless they were satisfied with the land in Reach, and Mr. Tincombe asserted that they told Mr. Hawkins that they would take his word for the goodness of the land, but that if it were not good it was not to be a bargain. On the last day of February the Bursar learned that Mr. Hawkins held the lot by assignment from the Darks. The way in which it came to his knowledge, seems to have been by information from Mr. Clarke Gamble, acting for a client, who had been prevented by an order given by Mr. Hawkins, from taking away timber cut on the lot in question. He immediately remonstrated with him, and told him that the property could not be allowed to remain in that position, as he did not think that the Council would permit any person connected with the Establishment, to accept an agreement for any of the College lands. On the 5th March, Mr. Hawkins submitted for the Bursar's signature, a contract for sale of this property (prepared by him, as such instruments in the regular course of business were) in favor of Mr. Lewis, (a Land Agent in Toronto,) and at the same time, assured the Bursar that Mr. Lewis had a proper assignment. The peculiarity in this contract was, that the period of payment of the sum, for which it was covenanted to sell the land, was prolonged, and the transferee thus placed in a better position than the original purchaser at the time.

The Bursar signed that contract; and Mr. Hawkins paid £9 on the part of Mr. Lewis, to complete the first instalment. Two days after this, Dr. Gwynne called at the Bursar's office, and made inquiries relative to the lot; the Bursar, in consequence of Dr. Gwynne's inquiries, then searched and found that the agreement had been already executed in 1835, in favor of James Dark, senr.; the existence of which he had not suspected, as the first instalment had not been paid for the purchase. He then inquired more particularly of Mr. Hawkins how the matter stood, and learned that Mr. Lewis had not signed the contract which had been issued. The Bursar then demanded the contract back from Mr. Hawkins; and in the afternoon of the same day called upon Mr. Lewis, that he might make sure of the fact. On that occasion Mr. Lewis was not at home, but on the next morning he informed the Bursar, that he had not executed the Bond; that he declined having anything to do with it; and that on the evening before he had acted as Agent for the Darks, in selling the property to Mr. Winstanley. On the same evening Mr. Hawkins returned the Bond to the Bursar, who handed back to him the £9 paid as portion of the first instalment.

Such, the Committee believe to be an accurate statement of the particulars of the case, which has caused the investigation on which they have been engaged.

Of the members of the establishment there were but three in any way implicated in the transaction, the Bursar, Mr. Hawkins, and Mr. Tincombe. The

Committee are of opinion, that the Bursar's conduct on the occasion, is in some respects free from blame, in others culpable. They can discover no reason for believing that he was influenced by any improper motive in what he did. It does not appear that he was to derive any advantage, whatever, for issuing the contract; or that he was at all aware that the assignment was not *bonâ fide* transferred to Mr. Lewis. But the Committee cannot but feel that the circumstances of the case were such as should have produced suspicion that all was not right, and that he should not have completed the transfer without consulting the Council, or one of its Committee, or at least some member thereof. They can perfectly understand that the Bursar must necessarily commit certain branches of business to one of his subordinates, but they cannot but feel that previously to signing a contract, he should have examined its accuracy, at least as to the pecuniary part of the engagement. The Bursar certainly did not assume, on this occasion, any peculiar power, or vary from the course of business which has been pursued in many other similar cases; for many such instruments have been signed and sealed by Dr. Boys and his predecessor, without reference to any one; the price per acre having, however, in most cases been previously fixed by the Council, or one of its Committees; but yet the circumstances of this case were such as to justify, and even require the Bursar's declining to proceed in the matter, until he had informed some of the authorities of the Corporation, and heard their opinion of the course which should be taken.

The Committee have no doubt that had this course been pursued, no such contract would ever have been issued.

With regard to the conduct of Mr. Hawkins, the first question which presents itself is, whether he acted in the matter contrary to any regulation of the Council or Bursar, prohibiting the Clerks in the Office from dealing in lands, the property of the Corporation.

It does not appear that any such regulation has ever been formally made by the Council, although there is reason to believe, that it has long been understood, that no such traffic was to be engaged in by any member of the establishment; and it appears that the Bursar has expressed to his subordinates his disapproval of such transactions.

On minute inquiry, the Committee find, that the following are the only cases in which any member of the establishment has been purchaser of any portion of the property of the Corporation.

In Block D, City of Toronto; two building lots were sold to Dr. Gwynne, but previously to his being in any way connected with the establishment.

In Mr. Ridout's property, City of Toronto, which was transferred to the Corporation in payment of a debt; Mr. Barron has purchased one building lot.

In Newgate street, City of Toronto; Mr. Hawkins having applied to the Council in November, 1840, purchased lot 7, which had been transferred to the Corporation in payment of a debt. The other purchases of Mr. Hawkins which appear on the Book, are:—

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

1st. Rear part 26, North B. Road, Wilmot—25 acres at 25s.

2nd. do. 27, South do., 25 at 27s. 6d. per acre.

3rd. do. 22, East Road do., 25 at 27s. 6d. per acre.

Mr. Cochrane, (second clerk in the Bursar's office,) purchased the following:—

1st. 14 in the 1st and 2nd Range, Thora.	
20.....	32s. 6d.
10.....	27s. 6d.
2nd. E. 4 in 14 Zorra, 41.....	27s. 6d.
3rd. 16 in 9 Hamilton, 85.....	25s. 0d.
4th. N. 7 in 4.....	75.....25s. 0d.

In addition to the above, the Committee has discovered other transactions of Mr. Hawkins in land, the property of the Corporation, the details of which are annexed:—

(1.) 28 in 3 Trafalgar, South of Dundas Street.

This was originally sold to Jonathan Hixon, but as he had not completed the purchase in July, 1841, three persons were allowed to take portions of the lot:—

S. $\frac{1}{2}$,	100 acres,	Horace D. Williams.
N.E. $\frac{1}{4}$,	50 do	William Abbott.
N.W. $\frac{1}{4}$,	50 do	Henry Hawkins.

It appears that Mr. Hawkins took out his indenture of sale on 1st March, 1842, and yet it was not until the 29th February, 1844, that Mr. Hawkins lodged a transfer for Nathaniel Taylor for that quarter. It seems probable from Mr. Lewis' evidence that Mr. Hawkins obtained the N.E. $\frac{1}{4}$ also from Wm. Abbott.

(2.) W. $\frac{1}{2}$, 39 in 3 York from the Bay.

On the 28th March, 1843, William Mathers, who held the whole under lease, purchased the E. $\frac{1}{2}$ at \$10 per acre. July 24th, 1843, Mr. Hawkins produced a transfer in his favor of the W. $\frac{1}{2}$ from Mathers. On the 22nd August, 1843, Robert Marshall purchased the W. $\frac{1}{2}$ at \$6 per acre. On September 9th, 1843, Marshall left transfer from Hawkins to Urquhart, and from Urquhart to himself, and took out his indenture of sale. It appears from Mr. Lewis' evidence that he sold Mr. Hawkins' interest in this lot to Mr. Urquhart, for £100.

(3.) 24, 4th Range, Ekfrid.

It appears from the Books that Mr. Hawkins had a transfer from James Allen, the original purchaser of the N. 100 acres, which he transferred in April 27th, 1844, to Robert Wells. It was one of the lots left by Mr. Hawkins with Mr. Lewis for sale, at 25s. per acre.

(4.) 24 in 1 Bayham, 230 acres.

This lot was left by Mr. Hawkins with Mr. Lewis, to sell his interest in for £200. And yet in all the transactions relative to it, recorded in the Books, no mention is made of Mr. Hawkins' name, except in June 1st, 1843, when Mr. Carroll, the present lessee, applied through him to lease it. This is the lot to which reference is made in George Grahame's evidence (Vide Appendix); and in Mr.

Strathy's. (Vide Appendix.) Mr. Lewis states that this lot was left with him, by Mr. Hawkins, for sale at £700.

On the Books there is no record from which it appears that Mr. Hawkins was in any way connected with it. The N. $\frac{1}{2}$ was sold, May 19th, 1842, to Edward Armstrong, and the S. $\frac{1}{2}$, on January 18th, 1845, to Thomas Johnston.

(6.) 3 in 4, London.

Mr. Lewis states that this lot was left with him by Mr. Hawkins for sale, with instructions to give several years for payment, at £3 per acre, if purchaser would pay £200 down.

On the Books there is no record from which it appears that Mr. Hawkins was in any way connected with it.

(7.) Block D, corner of Church and March Streets.
Lot 2, E. of do and S. of do.

The original purchaser of this lot was Levi Fairbanks, from whom Andrew Patten held it by a regular chain of transfers, and from the latter Mr. Hawkins derived his title as assignee.

The conditions on which it was left for sale with Mr. Lewis by Mr. Hawkins, were £6 per foot; £105 might remain on interest for ever, £50 or £60 down, and the balance in four equal annual instalments.

(8.) 11 in 3, Albion.

Although this Lot was left with Mr. Lewis for sale by Mr. Hawkins, his name does not appear any where on the College books in the transactions regarding it. The only thing worthy of remark, which has been learned from an examination of the books, is the fact, that the notes of hand given, December 31st, 1842, by Longhead, the original lessee of the lot and the purchaser of the W. $\frac{1}{2}$, were crossed out by Mr. Hawkins, without the knowledge of the Bursar. Mr. Hawkins explains this by stating that "the notes were useless, as the amount of interest charged on them had been calculated on the system pronounced to be illegal. It is the opinion of the Committee, however, that such a step should not have been taken without the sanction of the Bursar.

(9.) W. $\frac{1}{2}$ 15 in 14, Burford, 100 acres.

Mr. Hawkins' name does not appear in any transaction relative to this. November 18th, 1844, Abel Stafford purchased it, at 30s. per acre. It is remarkable, that on the 14th June, 1844, Button, the original lessee, was informed that the price was 35s. per acre; and that on the 18th, Peter Kenny, another applicant, also received the same information; and yet, on November 13th, in the same year, Kenny is told that he may have it at 30s.; and on the 18th Kenny substitutes Stafford, who purchases at that price. It was left by Mr. Hawkins with Mr. Lewis, for sale at £350.

(10.) 11 in 3, Oakland.

The name of Mr. Hawkins does not appear on the books in any transaction relative to this. On December 23rd, 1843, Andrew M. Jackson took out his bond for sale, at 20s. per acre. It was left by Mr. Hawkins, with Mr. Lewis, to obtain an offer.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

(11.) 15 in 3, Toronto, E. Hurontario Street.

The name of Mr. Hawkins, does not appear on the books in any transactions relative to this.

This lot was decided to the Corporation in 1835. In October 4th, 1827, it was arranged that Mr. Irvine and John Graham should have leases; the former of the E. $\frac{1}{2}$, from March 24, 1831; the latter of the W. $\frac{1}{2}$, from March 24, 1833; each lease being for 21 years, at the rates of £1 2s. 3d.

On the 29th June, 1842, Andrew Graham left a transfer from Mr. Irvine, for the N.E. $\frac{1}{4}$. Irvine purchased the S.E. $\frac{1}{4}$ at 37s. 6d., and paid two instalments, £18 15s. 0d. Graham purchased N.E. $\frac{1}{4}$, at 37s. 6d., and paid in full £93 15s. On July 20th, 1843, the Solicitor was directed to proceed by ejectment against John Graham, occupier of the W. $\frac{1}{2}$, as he had not paid any rent.

On the 18th August, Mr. Nicols, Land Agent, left a memorial in behalf of Graham.

The suit having been decided in favor of the Corporation, and Graham ejected, Andrew M. Jackson agreed to purchase the W. $\frac{1}{2}$ at 32s. 6d. per acre, and paid on account of purchase £8.

There has lately been a letter from A. M. Jackson, requesting permission to use the name of the College in a suit against Graham.

From Mr. Strathy's evidence (vide Appendix) it appears that Mr. Hawkins acted as the agent of Mr. Jackson. It is the opinion, however, of Graham and his friends, that Mr. Hawkins is the real purchaser, under the name of Jackson. Every exertion has been made to discover the facts as to this purchase, but the Committee have been unable to find out the individual named Jackson; nor can they arrive at any thing definite, as to the suspicion of Graham and his friends. The case appears to the Committee to be such as to require further investigation. The lot was left with Mr. Lewis, by Mr. Hawkins, for sale at £525, with instructions that £140 might remain at Interest for nine years.

In Dr. Gwynne's evidence, given before the Committee in April 12th (see Appendix), it was stated that Mr. Hawkins offered for sale, No. 1 or 3, in the 9th concession of Esquering, and that on examination of the books, it appeared that the legal right was vested in a person of the name of White, who disclaimed having any title thereto. The lot referred to by Dr. Gwynne is in the 8th concession of Esquering. The particulars of the transactions relative to this, as they appear on the books, are the following:—

On October 9th, 1829, George Patton, Esq., stated that he occupied this lot.

On April 14th, 1830, Mr. Patton paid an account of arrears of rent, £2 10s.

On May 14th, 1831, Mr. Patton signed a transfer to Mr. McKenzie, (subsequently spelled McKendsey,) for E. $\frac{1}{2}$; and to John Brown for W. $\frac{1}{2}$; and the transferee paid on account of rent, £5 10s.

December 23rd, 1831, McKenzie paid up rent, and contracted to purchase E. $\frac{1}{2}$ at 20s. per acre, by paying first instalment, £10.

November 17th, 1837. The Widow Brown having stated that McKenzie, by a late survey of his

100 acres, (E. $\frac{1}{2}$), had encroached upon her improvements on the W. $\frac{1}{2}$, the Bursar wrote to warn him of the consequences.

March 12th, 1840. McKendsey took out his Deed for the E. $\frac{1}{2}$, having paid in full.

May 20th, 1843. W. Proudfoot, Esq., inquired by letter the rent due and the price of the W. $\frac{1}{2}$, and was informed that the rent due to September, 1842, was £20, and the price \$8 per acre.

June 13th, 1843. W. Proudfoot, on behalf of Alex. Proudfoot, left a transfer from Mrs. Brown for this W. $\frac{1}{2}$.

July 7th, 1843. James Harkins left a transfer from Alex. Proudfoot, for W. $\frac{1}{2}$, (W. $\frac{1}{2}$ of W. $\frac{1}{2}$).

July 14th, 1843. James Harkins paid rent on the W. $\frac{1}{2}$, and was informed that the price was 40s. per acre.

May 20th, 1844. John White showed a transfer to the W. 60 acres of the W. 100 acres, and agreed to purchase at 25s. per acre, and paid the first instalment.

April 9th, 1845. John White called to state that he had transferred the 60 acres to a person who had resold to McKendsey, who had since died; that Mr. Crawford, who accompanied him, was appointed Executor of McKendsey's Will, and wishes that no transfer, not sanctioned by the Executor, may be acknowledged; which was promised on condition that the statement be proved to be correct.

The Committee have not been able to trace Mr. Hawkins' connection with this lot. They have been informed, however, that he and Mr. White are personal friends.

In addition to Mr. Hawkins' transactions in land, the property of the Corporation, other charges against him have also been investigated by the Committee. From Dr. Gwynne's and Wm. Morrow's evidence, (see Appendix,) they learned what had already indirectly reached them, that Mr. Hawkins had been in the habit of receiving a great number of letters through the College box, in the Post-office, the postage of which was charged to the College account. The Committee have not been able to ascertain anything further relative to this than what appears in the Appendix.

The postage account, it appears, is furnished quarterly in the aggregate; nor is there any record kept at the Post-office of the address of every letter charged, from which more definite information might be obtained.

The Committee have also investigated another rumour which reached them, to the effect that Mr. Hawkins had procured from Messrs. Rowsell, the College Stationers and Booksellers, a gold pencil-case, and had it charged to the College account. It appears that Mr. Hawkins had nothing further to do with the transaction referred to than that he asked Mr. Rowsell to procure a gold pencil-case for Mr. Cochrane, a clerk in the College office, which Mr. Rowsell did, charging it to the private account of Mr. Cochrane, by whom it was paid.

Certain other charges have also been advanced against Mr. Hawkins, which the Committee have been unable to investigate, from the difficulty of dis-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

covering the individuals who could give information, and the reluctance of witnesses to give evidence. In some cases this reluctance, they have reason to believe, proceeds from a dread of compromising themselves by disclosing circumstances in which they were implicated. In others, perhaps, from the fear of actions being brought against them, as threats were held out of this nature. The progress of the Chancery suit, instituted by Mr. Winstanley against the Corporation, and which has not even yet terminated, has also had its influence in deterring witnesses from appearing.

When the Committee commenced this investigation, they were told that if it were generally known amongst the lessees and occupants of the College lands, witnesses would come from all quarters to establish the misconduct of Mr. Hawkins: and yet, after an examination conducted for five months with every desire openly manifested to inquire into every complaint brought under their notice, and to scrutinise all the transactions in the Bursar's office, regarding which there might be any suspicions, they are obliged to leave unexamined, the most weighty charge against Mr. Hawkins, which has come to their knowledge, from the want of evidence on the part of persons who have been loudest in their complaints of the misconduct of Mr. Hawkins, and the mismanagement of the office.

The only other member of the establishment, connected with the transaction relative to the lot in Scarborough, which has caused this investigation, is Mr. Tincombe, who acted as witness to the agreement between Mr. Hawkins and the Darks. It does not appear that he was in any other way connected with the transaction, or that he was even aware of its nature. In acting as witness, he seems to have thought that he was doing no more than what he is ordinarily called in to do, almost daily, in the regular office business.

Of those, not members of the establishment, who were connected with the transaction, the Committee have obtained the evidence of Edwin and Matthew Dark, and Mr. Lewis, the land agent. They had hoped to have received full information on this, and other alleged malpractices, in the office from Mr. Edwin Winstanley; and the Chairman addressed a note to him, requesting that he would give evidence before them; but they regret to add, Mr. Winstanley could not be induced to attend, or make the statements before them, which reached them from other quarters.

Conformably to the wish of the Council, as expressed in the Minute whereby this Committee was appointed, they have instituted a general investigation relative to the management of business in the Bursar's office.

The information which they have procured, and the suggestions which they have to offer on the subject, they will arrange under the heads:—

MONEY AND LAND BUSINESS.

1st Money.

The books employed in this department, are —

- 1st. The Rough Cash Book.
- 2nd. Journal for King's College and Upper Canada College.
- 3rd. Journal and Ledger for Bank Upper Canada.
- 4th. Abstract Book for King's College.
- 5th. " " " Upper Canada College.

Appendix
(E.E.E.)

31st July.

- 6th. Land Ledger for purchases and interest for King's College, in 5 Vol.
- 7th. Do. for Upper Canada College, in 2 Vol.
- 8th. Private Ledgers, in 2 Vol.
- *9th. An Instalment & Interest Abstract Book.
- *10th. A Rent Abstract Book.

In the "Rough-Cash Book," an entry of every money transaction, whether of receipt or disbursement, is made by the Bursar, at the moment of its occurrence, showing at all times the balance of cash in his hands; it is formally balanced every week. From this "Rough Cash Book" the items ultimately pass into the Ledgers, containing the accounts of every person or estate, with which, or with whom, the Corporation has dealings.

Between the "Rough Cash Book" and the Ledgers, the other Books are intermediate.

The Journals for K. C. and for U. C. C. contain every entry relating to them brought from the "Rough Cash Book," in the order of occurrence, and may be regarded as fair "Cash Books" for each service. From these Journals, the items are next posted into the Ledgers 6, 7, & 8. From the "Rough Cash Book," also, the Entries are carried into the "Bank Journal" and Ledger.

The essential Books are therefore:—

- 1st. The Rough Cash Book.
- 2nd. Journals for King's College and Upper Canada College.
- 3rd. Journal and Ledger for Bank Upper Canada.
- 6th. & 7th. Ledgers for King's College and Upper Canada College.
- 8th. Private Ledgers.

Whilst the following are used as Auxiliary Books:

- 4th. & 5th. General Abstracts for King's College and Upper Canada College.
- 9th. Instalment and Interest Abstracts for King's College and Upper Canada College.
- 10th. Rent Abstracts for King's College and Upper Canada College.

In Nos. 4 & 5, the receipts and disbursements are distributed under heads, as Instalments, Interest, Rents, Salaries, Contingencies, &c.

In Nos. 9 & 10, the details are given at length as to Instalments, Interest, and Rents.

There is also an Investment Book, in which a Registry is kept of Debentures and Bank Stock; stating when the Interest upon them becomes due, with a column to write off when it has been paid.

One or two examples, will probably give the clearest explanation of the mode in which the business of the office is conducted in this department, both as to Receipts and Disbursements.

If A. B. calls to pay an instalment of purchase money, reference is made by the senior clerk to the Ledger, where he finds the details of what has been paid and what is due; A. B. hands the Money to the clerk, who takes it to the Bursar. The Bursar then recounts the money, and gives an acquittance, entering on the margin left in the Receipt Book, the particulars thereof. The Bursar then makes an entry in the Rough Cash Book, from this it is carried to

* These are analogous to 4 & 5, but express the entries more in detail.

Appendix
(E.E.E.)

31st July.

the Journal by one of the clerks, whilst the entry in the Ledger is made by the senior clerk, who carries it from the marginal notes of the Receipt Book, having first entered it in the Abstract Book of instalments and interest.

The money received is paid by the Bursar into the Bank of Upper Canada; and he takes credit in the Rough Cash Book for having made this payment. From this, it is posted in the Bank Ledger.

(2.) If C. D. presents his Bill for work done, it is referred to the officer in charge of the department to which it belongs; being examined and vouched by him, it is submitted to the Vice-President, and upon his signature the Bursar makes the payment, taking a receipt for the same. When it is charged against Upper Canada College, the Bursar makes the payment upon the signature of the Principal. These payments are made by checks on the Bank of Upper Canada. The Bursar debits himself in his Rough Cash Book, with the check drawn, and takes credit for the payment made. Small payments under 20s. are seldom made by check, and such are generally made on the Bursar's responsibility.

Of the private Ledgers (No. 8.) one is for the Professors, Officers, and Servants of the University, and the Principal, Masters, and Servants of Upper Canada College. The other for the Students of the University. The original entries of disbursements and receipts on account of the above, are made in the Rough Cash Book, but are posted in the Ledgers from the receipts taken, or the marginal notes of the receipts given. The Books are made to check each other throughout. The Journals are first proved to balance with the Rough Cash Book. The Abstract Books are balanced against the Journals; the Ledgers being posted from the marginal receipts, form a complete check on the Rough Cash Book and Journals.

The checks on this department, are the following:

1. A monthly return laid before the Council on the last Wednesday of every month, giving the particulars of the negotiable investments. The Bursar, at the same time, produces his Rough Cash Book.

2nd. At the end of every quarter, the Bursar makes up his accounts, and submits them in the form of an account current with abstracts for King's College and Upper Canada College.

RECEIPTS.	DISBURSMENTS.
Instalments.	Salaries.
Rent.	Management.
Interest.	Library.
Dues and Fees.	Medical Department.
&c. &c.	&c. &c.

3rd. Audits, in which the Vouchers, Rough Cash Book, Pass Book, Bank Ledgers, and Journals, are always compared; and occasionally the Land Ledgers, and Instalment and Interest, and Rent Abstracts.

4th. Annual returns, furnished by the Bursar, giving full information relative to the Receipts and Expenditure of the Establishment, during the last and preceding years of its existence. There are but two alterations which the Committee would suggest in this department. The first is the opening in a Rent Ledger of an account with each lot. In this way, information relative to the lands under lease

would be more easily procured than at present. The system which has hitherto been adopted, does not seem to have produced any inconvenience to those accustomed to it; and the clerks who have been long in the office, prefer it to any other; but the other, and more usual system, would, it appears to the Committee, be more satisfactory.

The second is the addition to the monthly returns of the investment in freehold and mortgage. They annex in the appendix a form of return which they recommend should be printed, and filled up by the Bursar.

The Committee would also suggest the propriety of considering whether it would be practicable to revive a system, introduced by the present Bursar, when appointed to the present office, of requiring those who make payments to pay it in at the Banks, and then giving an acquittance by producing the Bank acknowledgment. The Bursar states that at first he adopted this plan of declining to receive any money himself, but was obliged after a few weeks to abandon it, in consequence of the great inconvenience experienced by the parties who had payments to make. It now, however, as Bank agencies have, since that time been greatly increased, appears more likely to succeed; and the Bursar is of opinion that it might be again attempted.

2nd LAND.

The Books employed in this Department, are:—

1. REGISTRIES of all correspondence, and Verbal communications in 15 Vols.
2. FIELD NOTES of two General Inspections, in 1828, and in 1840; in Vols. 16 for King's College, and in Vols. 9 for Upper Canada College.
3. COUNTERPARTS of all deeds issued, Bonds of Contracts, and Leases, in Vol. 12.
4. MAPS of every District in the Upper Province, and of every Township in which the Corporation has land, in Vols. 3.

From the Registries a reference is made against each lot in the Field Notes, so that all the transactions and communications regarding each, from the commencement, can be easily learned.

The Field Notes give, in a condensed form, information relative to the soil of each lot, the timber on it, the water, its vicinity to mills or roads, the number of inhabitants in the neighbourhood, &c., and the surveyor's estimate of its value per acre.

As some of these were considered erroneous, a Committee composed of the Bishop of Toronto, the Honorable R. B. Sullivan, and the Honorable John Macaulay, examined the notes, and set other prices on many of the lots. At present there is a sub-committee, composed of the Rev. Dr. McCaul, Rev. Dr. Beaven, and Mr. Barron, for the same purpose. They form their opinion of the value of the lot, from the price and description in the Field Notes, and the information which they either have themselves, or procure from others, relative to the land in the vicinity. It is unnecessary to make any remarks relative to the Volumes containing the counterparts of deeds, &c. as the importance of preserving such copies must be obvious.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

The Maps are so conveniently executed, that they exhibit the principal particulars relative to each lot, whether it belongs to King's College, or to Upper Canada College; whether sold, or leased or vacant; and if sold, the number of instalments paid. There are also King's College and Upper Canada College Sales-Books, on reference to which it can be seen how many acres have been sold from the commencement, and the amount for which the Corporation are under contract to sell them.

The following is at present the mode of conducting business in this department:—

When application is made personally, or by letter for the purchase of any lot, the circumstances of the lot with the applicant's name are entered in the Register of such applications, which is submitted to the Committee appointed by the Council for the management of sales of land. The applicant is then informed verbally, or by letter, of the price. If he assents to the terms, he remits one tenth of the purchase money, as the first instalment, or appears personally at the office, and makes the payment, he then gets a bond for the deed, to issue when the payment shall have been completed.

In cases of buying lands the same course is pursued.

The minor details of the mode of conducting business in this department, the Committee have ascertained to be these:—

The applicant, on calling at the office, sees the Bursar or one of the clerks, generally the senior. All deeds and bonds are filled up by the assistant clerk, Mr. Tincombe; and the seal is generally affixed by him. They are read over by the senior Clerk, and brought by him to the Bursar, who signs them.

At different periods different modes of conducting business relative to land has been adopted in the office. It appears that at first the Bursar was authorized to negotiate relative to sales or leases, and to enter into contracts as to the same, without reference to the Council or to any Committee. A minimum price per acre, and a scale of rents, had previously been fixed by the Council. The minimum price was 20s. per acre, and the scale of rents——. Some general instructions had also been given by the Council for his guidance. In particular cases, not embraced in the instructions, or having some peculiarity, he consulted the Council as to how he should act.

It appears that the seal was not affixed to any instrument except in the presence of a quorum of the Council, until January, 1831, on the representation of the Registrar, Mr. Markland, that much inconvenience was produced by this practice in consequence of the difficulty of procuring a quorum, "It was ordered that the President might in future affix the seal of the University of King's College to bonds and leases, and that the presence of the Council would only be required when deeds in fee were to be sealed."

No authority has been found on the minutes for the custom which the Committee have been informed, was adopted by Col. Wells, of signing the legal instruments issued from the office. In April, 1837, at his suggestion, a resolution was passed by the Council, "that in future the President shall add his name or initials to the deeds in fee simple, when he appends the University Seal."

Appendix
(E.E.E.)

31st July.

No change seems to have been made until June, 1839, during the investigation into the affairs of the Corporation, under Col. Wells' management as Bursar, when it was ordered, "that the Bursar make a monthly report of all applications for sales and leases to the Council for their approbation and authority to fix the Corporate seal to the contracts; and that a similar monthly report be made of contracts in which the vendee has completed the conditions of payment, in order that a like authority may be given for the affixing the Corporate seal to deeds, and that the Corporate seal be not affixed to any such instruments without such authority, and that three members of the Council be a quorum for receiving such reports, and giving the Bursar authority to use the Corporate Seal. April 4th, 1840.

July 15th, 1840. A difficulty having arisen in consequence of the absence of the President, who had from April, 1837, to that date, placed his initials to all deeds; the members of the Council present at that meeting, considered that the orders, passed by the Council on the 14th June, 1839, rendered the President's signature unnecessary on these occasions; that the application of the Corporate Seal having been sanctioned, the Bursar's signature was sufficient, and they directed that the Corporate Seal, which had hitherto been appended to deeds, should in future be affixed to them in lieu of being appended.

The course directed by the Council in June, 1839, as modified or explained in July, 1840, seems to have been regularly pursued for some time. In 1842 the custom fell into disuse of submitting to the Council all applications to purchase, or lease, or to receive deeds. Some were submitted; but certainly not all. The origin of this seems to have been, not merely the pressure of business at the meetings of the Council relative to preparations for opening the University, but also the Report of the Finance Committee, recommending the sale of all the leased lands. It is, indeed, in the recollection of the President and Chairman of this Committee, at that time members of the Council, that verbal authority was given to the Bursar at a meeting of the Council to sell the lands without reference to them, provided that the price should not be lower than that marked in the Books, or where not marked, than 25s. per acre.

For some time the Bursar adopted the plan of sending round for the signatures of three members, applications for deeds. The inconvenience caused to the parties applying, by waiting for the monthly meetings, seems to have led to the adoption of this plan.

In October, 1843, it was resolved, "That no deed be issued for the sale or leasing of lands without the authority of the Council." Moved by Dr. Beaven, in amendment of the second of Dr. Gwynne's motions, and seconded by Professor Potter.

In February, 1844, it was resolved, "That a Land Committee of four members be appointed to report on the state of the endowment, and offer recommendations to the Council relative to the same;"—the Vice-President, Dr. Beaven, Dr. Gwynne, Professor Potter. This Committee, although appointed with a special object, has been employed by the Council as a General Land Committee.

May 1st, 1844. It was resolved, "That the Bursar be instructed to sell lands after consultation with at least two of the following members of the Council, viz:—

Appendix
(E.E.E.)

31st July.

The Vice-President, Dr. Beaven, the Principal of Upper Canada College.

The business of the office in the Land department is at present conducted in accordance with the last of these resolutions of the Council.

The only suggestions which the Committee think necessary to offer, relative to this department are, that the Bursar should be instructed to consult the Committee, not merely as to the sale of the lands, but also as to leasing; which, possibly, was inadvertently omitted in the resolution whereby the Committee was appointed. It also appears desirable that no substitutes by transfers should be recognized without previous consultation with them.

The custody of the Seal should, in the opinion of the Committee, be rendered more secure than it is at present. The Bursar seems to be the proper officer to take charge of it; but it should not be affixed to any instrument without the cognizance of two or more Members of the Council.

In the Appendix, a form of Monthly-return to be submitted to the Council is given, which the Committee recommend. The accuracy of this would be checked by reference to the Registry, which contains the counterpart of every instrument issued.

The general business of the office is much greater than the Committee had suspected it to be. The number of accounts to be kept is more than 1800; and the amount of money received annually in the office is between £15,000 and £16,000. The correspondence is very extensive, and seems to take up a great part of the time of one clerk to enter it, besides the time and labor of the Bursar and senior clerk in writing the originals.

The making out of deeds, bonds, and leases, is another considerable item in the business of the office, for they are made out in triplicate; one for the party, one for the office, and one to be used in Court.

The Minutes in Council also occupy much of the Bursar's time. The preparation of the different cases to be brought before the Council is by no means a trifling part of the business devolving on the Bursar and senior clerk, inasmuch as it is frequently necessary to form a *precis* of all the transactions relative to the particular lots as recorded in the Books.

It has been the practice of the Bursar to enter with his own hand the fair-copy of the proceedings of the Council in the Minute Book. Lately, the pressure of business has been so great that he was unavoidably obliged to have the assistance of one of the clerks in this part of his duty.

It appears to the Committee that it is highly important that this duty should be discharged by a confidential person, as it is impossible that the business of the Corporation can be satisfactorily conducted, or the government of the institution properly administered, if the proceedings of the Council are divulged.

The Committee have not, however, found any reason for believing that the publicity which has, in more cases than one, been given to the proceedings of the Council without its sanction, has arisen from any negligence or breach of confidence on the part of the Bursar or any of his clerks.

Appendix
(E.E.E.)

31st July.

In addition to the business arising from the management of the estate, the Bursar has also under his charge the accounts of the Students in the different Faculties, and of the other members of the University.

The Committee think that the interests of the institution would be promoted by relieving the Bursar from this additional duty. In the plan originally prepared for the administration of the different departments of the University, the offices of Junior Bursar and Registrar were mentioned, with a view to this service; and they are now created by Statute. They might be both held by the same person; who possibly might combine, with attention to these, discharge of the duties of Librarian. The Committee recommend that the same officer should have charge of the petty expenditure of the establishment.

They are persuaded, from investigating the regular business of the Bursar's office, that it is fully sufficient to employ all his time and attention, without the addition of other duties which do not properly devolve upon him, and which are now discharged by him only by attention to them out of office hours.

The Committee feel that they would not be doing justice to this officer if they did not bear testimony to the unremitting attention which he pays to his duties, even to the sacrifice of his own leisure; and to the ample evidence afforded by the manner in which his Books are kept; to his accuracy and knowledge of business.

The Committee cannot conclude their Report without expressing their regret that so long a period has elapsed between their appointment and their being able to present the result of their inquiries. Many causes have contributed to cause this delay, the most obvious of which are:—the institution of a suit in Chancery soon after they commenced the investigation; the difficulty of obtaining evidence; and the necessarily slow process of acquiring information as to the details of cases in the Bursar's office, which could only be done after office hours.

The Committee subjoin, in an Appendix, all the important evidence given before them, and the communications relating to it. They have investigated other particulars than those they have mentioned; or which appear in the annexed documents; but as they have been unable to obtain written testimony, they deem it expedient not to advert to statements, the truth of which they have been unable to establish.

The Committee has also doubted the expediency of presenting their Report, pending the proceedings in the Court of Chancery, the close of which they were for some time daily expecting; and even at present they are not clear that it is prudent to anticipate the decision of that suit. They will merely add to the above reasons for delay, that the attention necessarily paid to their other duties materially retarded them, as they frequently interfered so as to prevent their meeting.

August 21st, 1848.

STATEMENT in compliance with the 4th MINUTE of the COUNCIL

Number.	Name in the Books of the Office.	Township.	Lot.	Conces- sion.	Part of Lot.	No. of Acres.	Na- ture of Instru- ment.	Date of Instrument.	Price of scale of Rent.
1	Christie Hoover.....	Markham	34	9	W.	100	Bond..	December 17, 1834...	
2	James Harkins	Albion	11	3	E. ½	100	do	} June 24, 1835...	} 20s.
3	Seth Wilson	Albion	11	3	W. ½	100	do		
4	Robert Telfer.....	Oxford, N.	3	3		200	Lease..	January 28, 1836...	{ 50s. } { 100s. } { 150s. }
5	Fran. Hawkins	Dorchester, N.....	15	5		150	do ...	do 30, do ...	do ...
6	George Bilton	Trafalgar	28	3	N. W. ¼..	50	Bond..	March 1, 1842...	22s. 6d. ...
7	Henry Hawkins.....	Wilmot.....	26	N. of Bl.	Road ...	25	do ...	July 14, 1843...	25s.
8	A. M. Jackson	South Dorchester..	4	1		200	Lease..	October 1, do ...	{ 100s. } { 200s. } { 300s. }
9	A. M. Jackson	Toronto, E. H. S..	15	3	W. ½ ...	100	Bond..	do 17, do ...	32s. 6d. ...
10	A. M. Jackson	Oakland	11	3		84	do ...	December 28, do ...	20s.
11	Thomas Ewart	Sidney	23	9		200	Lease..	do 20, do ...	{ 100s. } { 200s. } { 300s. }
12	John White	Trafalgar	5	3	E. ½	100	Bond..	February 10, 1844...	27s. 6d. ...
13	C. & J. Culham.....	Trafalgar	16 & 17	2	N. halves	200	do ...	April 29, do ...	25s.
14	Heirs of McKenzie (de- ceased.)	Esquesing	1	8	W.	60	do ...	May 20, do ...	do
15	James Harkins	Esquesing	1	8		40	Lease..	do	do
16	John Jarvis.....	Trafalgar	5	3	W. ½ ...	100	Bond..	October 19, 1844...	27s. 6d. ...
17	James Harkins	Seymour	25	5	S. ½	100	do ...	January 5, 1845...	25s.
18	John Jarvis.....	Townsend	20	6		200	Lease..	March 25, do ...	{ 100s. } { 200s. } { 300s. }
19	Henry Hawkins	Wilmot.....	27	S. Bl. Road	rear ¾..	25	Deed..	November 21, do ...	27s. 6d. ...
20	James Harkins	Wilmot.....	21	S. E. do		150	Bond..	April 3, 1846 ...	30s.
21	Henry Hawkins.....	Wilmot.....	22	S. E. do		25	Deed..	July 6, 1847...	27s. 6d. ...
22	John Franklin	Rainham	11	1		370			22s. 6d. ...
23	Rev. Mr. Roaf	Ameliasburgh	B.	3		900			
24	Henry Hawkins.....	Albion	21	1		200			30s.
25	Henry Hawkins.....	Albion	24	4		200			do
	Andrew Patton	Church Street.....	2	Block D.					
	Robert Marshal	York, from Bay ...	39	3	W. ½ ...	100	Bond..	August 25, 1843...	30s.

of KING'S COLLEGE, held on the 9th of October, 1847.

No. of Sale.	Amount of Sale.			Amount unpaid.			Parties through whose hands the Lot has passed.	Remarks.
	£	s.	d.	£	s.	d.		
500	131	5	0	138	9	6	Ransom & Skelton, to Crooks, to Smith, to Hawkins, to Hoover.	
521	200	0	0	209	12	0	Longhead to Wilson, to Longhead, to Hawkins, to Harkins	} Sold in 1835, though entered 1839—some confusion in the Transfers, as entered. Harkins has East half, and Wilson the West half. Harkins agrees with Wilson to pay the debt to the College. } Receipt by Hawkins, "for Bursar," for two years' Rent, omitting five years, when Hawkins was lessee. } Rent, to commence 24th March, 1840.
				12	10	0	Connor to Hawkins, Hawkins to Telfer	
413	56	5	0	41	5	0	Taylor to Hawkins, Hawkins to Bilton	Taylor's Receipt to Assignee does not appear.
970	31	5	0	11	4	9		} On July, 1843, Hawkins agreed to purchase this Lot and Lot 26, North Bl. Road, for 25 acres each.
				15	0	0		
194	162	10	0	48	15	0	Graham, original lessee—Jackson, purchaser	Second Instalment paid by Hawkins for Jackson.
997	84	0	0	30	19	9		
				15	0	0	Moule to Ewart	See Correspondence in this case.
1007	137	10	0	27	10	0	Forbes to White.	
1014	250	0	0				Wells to Hawkins, Hawkins to Smith, Smith to Culham	Wells is stated to have transferred to Hawkins. No Transfer filed from Wells.
1020	75	0	0	10	0	0	McKenzie to White	} See Correspondence in this case.
1029	137	10	0	27	10	0	Proudfoot, Brown, Harkins.....	
3	125	0	0	25	4	8		No Transfer to Jarvis, though stated in verbal minutes to have been produced. Belongs to Upper Canada College. See Correspondence.
				12	10	0		
971	34	9	6					14th July, 1843, Hawkins agreed to purchase this Lot.
1072	225	0	0					
993	34	7	6					
490	416	5	0	616	16	5		
				490	10	0	Huff to Roaf	See Correspondence.
1076	352	0	0	64	0	6	Henry to Greer, to Hawkins	} £52 back Rent included in purchase money. } £28 18s. 9d. do do do
1077	328	18	9	59	6	8	Quin to Hawkins	
				165	8	4	Patton to Hawkins	But no Transfer filed.
192	150	0	0	93	1	0	Mathers to Hawkins, Hawkins to Urquhart, Urquhart to Marshal	East half sold to Mathers for 50s.

(Signed,) H. BOYS,
Bursar, K.C.

Appendix
(E.E.E.)

31st July

EXTRACT FROM LAND COMMITTEE
BOOK, FEBRUARY 15TH, 1849.

"The next application was that of Patrick Connor, to lease lot 11, broken front, South Dorchester. Upon inquiring into the records of the institution, it was found that a lease for this lot, together with another lease for the broken front, being part of 11th Con. A & B; the two leases containing altogether 286 acres, issued on the 18th of October, 1845, in favor of the said Patrick Connor, per his attorney, Henry Hawkins.

"The authority for issuing the foregoing leases to be inquired into. No rent has been paid upon either of the leases."

Note appended in pencil:—"There being no authority in Minutes of Council, it was probably verbal."
"A. C."

The following details, derived from the University Books, will show the position of the land referred to in the above minute.—(Commissioners' Reduced Rent Book, 701.):—

Dorchester, S.D., lot 11, A & B, and that part of B. North of the Road, leased December, 1845, (189 acres) at £5, £10, £15. Also, that part of B, South of the Road, (97 acres,) at £3, £6, £9; together, £8, £16, £24.

Original lease from the Crown, June, 1805, to Thomas Homer, as 300 acres, at 22s. 6d., 45s., 62s. 6d. Due Crown at termination, £28 2s. 6d.; (see Crown Schedules, 14, 15).—(Commissioners' Reduced Rent Book, 279.)

16th April, 1841. A letter was received from Peter Carroll, Esq., stating that certain trespassers on this lot had paid him for depredations; one, £6; the other, £3. Rent due, December, 1844, computed to be £104 12s. 6d. (Letter F, 519.) None of this rent has been paid, nor does it appear to have been demanded, as two leases were issued to Connor from December, 1845; the one for lot 11 A, and that part of B North of the Road, at £5, £10, £15, (189 acres); the other at £3, £6, £9, (97 acres,) part of B, South of the Road."

Remarks by Commissioners:—

Mr. Hawkins having resigned his situation in the College office in March, 1845, his agency operations in Connor's case must have taken place subsequently. It is very singular that Connor, in February, 1849, two months after having been called on for rent due on the new leases, and more than three years after the issuing of them, should yet be ignorant of his success in 1845, through his agent Mr. Hawkins. Why no notice appears to have been taken of the large arrears of rent, £104, due December, 1844, does not appear. It is most probable that as the University agent had proceeded against trespassers in 1841, the lands, though originally leased by the Crown as far back as 1805, had been abandoned, and that Connor, who was the lessee of a neighboring lot, leased from the University in 1839, wished to add this to his holding.

Another circumstance deserving attention is, that Hawkins, after leaving the University office under very unpleasant doubts as to his conduct while in the

Appendix
(E.E.E.)

31st July

establishment, should be found transacting business of agency in College lands, and more especially in a case in which no proper authority for the issuing of the lease obtained, appears to have been granted. It will be seen from further details below, and from the statement of the Bursar, in compliance with the 4th Minute of College Council, 9th October, 1847, (vide p. 274,) that Hawkins had several other transactions with the University after his retirement from the office, some of which appear to be of a character requiring explanation.

The following notes of a case, connected with the lands of Upper Canada College, are deserving of notice:—

Township of Ameliasburgh, Prince Edward District, lot, point B, 3rd Con., 900 acres. Reference: Letter Book A, pp. 209, 245, 247, 251, 252, 255, 317, 318, 319, 335, 414, 421, 438, 440, 443. B, 17, 177, 198. Verbal Minute, 120. Letter Book G, 210. I, 304.

This land was leased by the Crown to John Hayck, 25th December, 1804; rent, \$9, \$18, \$27 per annum, for each period of seven years. The lease was renewed in 1825, at \$58½, \$90, \$121½ per annum. When granted by the Crown to Upper Canada College, £47 5s. of rent was due to the Crown.

April 4th, 1843. The Bursar wrote to Hayck, calling for the following arrears of rent due, viz:—

Prior to 1825.....	£47	5	0
Seven years, 1825 to 1832.....	102	7	6
Do do 1832 to 1839.....	157	10	0
Three do 1839 to 1842.....	90	0	0
	<hr/>		
	£397	2	6

The letter addressed to Hayck was returned to the College office, as advertized by Post Office and uncalled for. The date of Crown grant to Upper Canada College is 16th May, 1835. It seems to have been a rule adopted by the College, that all arrears of rent due to the Crown should become the property of the College. The arrears due to the Crown on this land, 25th December, 1834, were £192 12s. 6d.

August 28th, 1843. John Bovey applied to purchase and was refused, the land being stated to be not for sale.

September 19th, 1843. Alexander Duggan applied to purchase 150 acres, and was likewise refused.

November 23rd, 1843. Stephen Washburn applied to purchase, and was refused. By a letter from the Bursar to J. E. Small, Esq., the Solicitor, 23rd November, 1843, instructions were given to eject James and Abraham Huff, who, through their father, had purchased from John Hayck his right in the property, and had possession from 1825 without paying any rent. There was then, 1843, due in all, for rent to the Crown and the Upper Canada College, £459.

December 11th, 1843. The Bursar wrote John P. Roblin, Esq., that the case against the Huffs was going on. January 6th, 1845. The Bursar wrote to the Huffs, in reply to their letter of 4th,

Appendix
(E.E.E.)

31st July.

that their proposal to purchase could not be entertained until a satisfactory arrangement as to the rent was made; and that the objectment would proceed. February 4th, 1845, the Bursar wrote in reply to R. Harrison, that the Council might sell him the land by adding arrears, "say £350," to purchase money. Mr. Harrison wrote in reply, 7th February, 1845, that if the price were not too high, he would have no objection to add back-rent to purchase money. April 7th, 1845, James and Peter Huff applied to be allowed for improvements, and would either lease or purchase. September 29th, 1845, the Bursar wrote to J. E. Small, Esq., "that the Rev. J. Roaf, having this day produced satisfactory documents proving his title to all the land owned by Upper Canada College on block B, in Ameliasburgh; I have to request you will stay all further legal proceedings against the Huffs, from whom Mr. Roaf derives his title, and who is prepared to make arrangements for paying the demands due to the College.

"September 30th, 1845, wrote to the Bursar, enquiring as to the value and price set on the land, &c." The Bursar, 17th November, 1845, wrote Mr. Roaf, that his "application respecting Huff's Island has been referred to a Committee, and that circumstances have transpired respecting that property which may delay their decision for some time."

The following is an extract from a letter addressed by A. H. Meyers, Esq., 11th November, 1845, to the Bursar:—

"The same Mr. Hawkins, a short time since, was at Belleville, and from that went to a very valuable part of the College lands, known as Huff's Island, consisting of several lots, and occupied by several persons, sons of Solomon Huff, deceased. He purchased for a trifle, the possession of the Huffs, agreeing that they should have 250 acres at the same price that he paid for the whole. He took the transfer of the same, of a Mr. Roaf of Toronto.

"Huff's Island is beautifully situated, excellent land, and a large part improved, and the lots into which it has been surveyed overrun much the number of acres returned. I do not know the price asked for it by the College, but from Mr. Hawkins' interference, I take it, that the price is low."

(Signed,) ADAM H. MEYERS.

For this letter the Bursar was directed to return Mr. Meyers the thanks of the Council, which were communicated accordingly, 28th November, 1845. Letter Book, G. 208—211.

November 4th, 1845, (Montreal,) the Honorable D. B. Papineau wrote to the Bursar that no other grant of this land, or any part of it, had been issued by the Crown, besides that to the Upper Canada College.

April 30th 1847. James Huff wrote to the Bursar, that about a year ago he had made a bargain with Mr. Hawkins, about the payment of the back-rent, and the value of the land on Huff's Island, but is in ignorance whether the back-rent has been paid or compounded for, or what has been done. December 23rd, 1848, J. Dennis, Deputy Provincial Surveyor, asked instructions relative to the survey. December 28th, 1848, the Bursar, in reply, wrote, that the whole island belonged to the College, as the grant from the Crown was without "metes or bounds"; and asked for a diagram, the quantity, and the value per acre.

38

January 29th, 1849. Mr. Dennis, in his letter to the Council, furnished a diagram, and stated that:

Peter Huff occupied	60 acres
Peter Delang do.	62 do.
Simon Delang do.	61 do.
Jas. and Abm. Huff do.	298 do.
Wm. Smith do.	59 do.
John Lambert do.	39 do.
N. Oakland do.	30 do.

and that he found the actual measurement of firm Upland to be 1,110 acres. (The Patent says 900.)

The value is stated to be as follows:—

Valued as wild land 1,110, at 30s.	£1,665
428 acres cleared	1,070
	<hr/>
	£2,735
	<hr/>
2 Houses.....	£260
3 Barns	300
Fruit Trees, 222.....	220
	<hr/>
	£3,515

(Error in Copy of letter in the letter Book £10.)

EXTRACTS FROM MINUTES OF COLLEGE COUNCIL, in reference to this property.

June 28th, 1848. No. 10 "Ordered that the Rev. Mr. Roaf be permitted to purchase that portion of land in Point B, Ameliasburgh, to which he is entitled under the transfer from the Huffs, and that a Surveyor be employed to report on the quantity of land conveyed by the Patent to Upper Canada College, and the present value per acre.

Minute. Nov. 3rd, 1849. No. 7. "The Council took into consideration the application of the Rev. Mr. Roaf, for a decision on the price of the fee simple of Point B, in the 3rd concession of Ameliasburgh; a property which the Council, by their minute, No. 10, of the 28th June, 1848, had permitted him to purchase, on its being surveyed and valued; the Council deferred their final decision in this matter till the next meeting.

Nov. 6th, 1849, page 57. "The Council resumed the consideration of the Rev. Mr. Roaf's application respecting Huff's Island.

"Moved by Professor Gwynne, seconded by Professor Beaumont, that the President and the Principal of Upper Canada College be a Committee to ascertain the value of that portion of Huff's Island, for which the Rev. Mr. Roaf is an applicant to purchase, and with power to offer the land to Mr. Roaf at such price as they may determine upon.

"Which motion being put, was carried."

NOTE BY THE COMMISSIONERS.—"In the preceding details, with reference to the Huff's Island property, it is difficult to know what was the true position of Mr. Hawkins,—whether he was the agent of Rev. Mr. Roaf, or the principal. From the tenor of Mr. Meyers' letter, it would appear that Mr. Roaf was acting as Mr. Hawkins' agent, in the negotiations with the College office."

Appendix
(E.E.E.)

31st

Appendix
(E.E.E.)
31st July

The timely interference of Mr. Meyers in this case must have been very serviceable to the interests of Upper Canada College; and the ignorance of the Council as to the true value of the property, shows how badly qualified they were to have charge of it; and no one better than Mr. Hawkins knew this fact, or how to profit by it.

LOT 23, 9TH CON. SYDNEY.

Samuel Rosebush applied for lease. Lease promised from December, 1827; three years. Rent to be paid next Christmas. (Verbal Minute Book B. p. 62.)

1831, Sept. 15. A letter from Rosebush, stating that he has sold to Edward Fiddler.

1831, Sept. 17th. Fiddler applies to know the terms of lease or purchase, and is answered that he was responsible for rent from December, 1827; terms, 35s. (Ibid, p. 63.)

1841, May 27th. Robert Parker applies for to lease. Reply: that "he can only do so on getting Fiddler's relinquishment." (Letter Book E, pp. 38-9.)

1842, May 30th. Mr. Fiddler is written to, to pay rent to Dec., 1834, 7 years, at 35s..... £12 5 0
To Dec., 1841, 7 do at 70s..... 24 10 0

£36 15 0

—(Ibid, p. 316.)

May 26th. Application to purchase by Robert Parker; is answered that Fiddler has been written to, and on receipt of his answer, information required will be given. (Ibid, p. 376.)

1843, July 14th. Application renewed. Is refused. (Letter Book F, p. 121.) Letter from Bursar to Solicitor, directing him to eject Fiddler, &c.

Nov. 22nd. Letter from Messrs. Small, Gowan & Strathy, Solicitors, that the Sheriff of the District writes that a Mr. Robert Potts is in possession, and has a large frame house and other improvements. (Ibid, p. 207.)

1843, (4?) Jan. 29th. Letter to Daniel Griffin, directing him to go to Sydney and apply to the Sheriff of Victoria District for possession of this lot on behalf of King's College. (Letter Book F, p. 233.)

1843, November 22nd. Letter from John Moule, wishing to lease this lot.

1844, January 22nd. The above submitted to Council. Granted. Rent, £5, £10, £15.

1844, February 1st. Letter to Mr. Small, to put the person into possession to whom the Council have leased this lot. (Ibid, p. 248.)

July 30th. Thomas Ewart, Esq., showed the lease of this lot to Mr. Moule, with regular transfer in his favor. (Verbal Minute Book D, p. 393.)

1845, April 21st. Letter from Mr. Small, desiring information respecting ejection of Potts and Wright, (squatters).

Appendix
(E.E.E.)
31st July

22nd. Report of Mr. Griffin, Surveyor, that 50 acres are cleared, and that there are on the land, one two-story frame house; one frame house, one story; one tannery, and frame barn.

1847, May 10th. Applied for to purchase, by George Dunn.

1847, May 13th. Answered; that the land is under lease for twenty-one years, and not for sale. (Letter Book H, p. 119.)

No rent appears to have been paid at any time.

In connexion with this lot stands the following extract of a letter from A. H. Meyers, Esq., of 11th November, 1845; (the same before referred to in the Huff Island case.):—

"I called on Dr. Boys, and was surprised to find the lot had been some time before leased to one John Moule, who was about buying it. The College, however, were suing in their own name, there being no person of that name in the part of the country where the land lies. I looked on the matter with suspicion, which was fully confirmed afterwards by having handed to me for perusal, by Mr. Richard Birdsall, of Ashfield, a letter addressed to him by Mr. Hawkins, then a clerk in the College office, wherein Mr. Hawkins requested Mr. Birdsall to find a purchaser from him of this lot at £750; £500 he required down, and the remaining £250, (being the price asked by the College for the land,) could be paid by ten equal annual instalments."

NOTE BY COMMISSIONERS:—The unknown gentleman, called in the above details, Mr. John Moule, was probably one of the numerous friends of Mr. Hawkins, who, from time to time, stood in the same relation to him, as Mr. A. M. Jackson in the matter of 15, 3, Toronto township, or the Rev. Mr. Roaf, in the Huff Island negotiations.

Why the College Council were so very pressing on the occupants, (who appear to have made great improvements on the land,) merely to put an unknown lessee into possession, does not appear.

The following statement has reference to a case in the City of Toronto, the details of which were obtained by one of the Commissioners from the Upper Canada College tenant, mentioned, Mr. W. Whitten.

Wm. Whitten resides on the block D, North side of March Street, West ½ of lot 4. In 1840, he, Whitten, purchased from Henry Hawkins his good will or right, in the above half lot; for which he paid him £30 cash; the conditions being as per written agreement with Hawkins, exhibited to Commissioners, that he, Whitten should have the property at the College original price, called £50, and that Hawkins would pay whatever arrears of interest were due on it. Hawkins obtained the property from Mrs. Isabella Bennett, for a consideration of five shillings, as shewn by article of conveyance in hands of Whitten, exhibited as above, and bearing date 11th Nov. 1840.

Mr. Whitten paid into the College office the following amounts, for interest, viz:—

1841, February 22nd.....£1 10 0
1842, April 22nd (per receipt No. 506) 3 0 0
1843, October 16th (do. do. 1259) 3 0 0

Appendix
(E.E.E.)

31st July.

The above receipts are signed "H. Boys, Bursar, King's College," &c., and each of them has, before the sum of payment, the words "on account of interest."

On 24th January, 1844, Mr. Whitten paid £3, and Mr. Hawkins handed him a receipt for £3 17s. 9d. stated per receipt to be for "Balance of interest to 10th January 1844, in full." This receipt is signed "H. Boys, Bursar." Mr. Whitten remarked to Hawkins, who gave him the receipt, that it stated the payment to be more than the money paid by him; to which Hawkins replied, that he should not complain if he had got a receipt for more than he had paid; and explained that the 17s 9d. over was paid by him, Hawkins, for his arrears of interest on the £7 10s. for which he was accountable to the College.

On 27th January, 1845, Mr. Whitten again paid £3, and he got a receipt for £3 9s. purporting to be for "one year's interest on balance of purchase money to 10th January, 1844." This receipt also bore the signature, "H. Boys, Bursar." It will be observed that this receipt states the payment to be for the year ending 10th January, 1844. This is manifestly an error, as the previous receipt was for that year. The 9s. over in this receipt was explained by Hawkins in the same way as on 24th January 1844. Before the next payment of interest, Hawkins was out of the College office. Mr. Whitten was served with a notice to pay off certain arrears much exceeding what was then due by him. He waited on Hawkins and told him he was surprised to find that he had not kept his promise, and cleared off the £7 10s. according to agreement. Hawkins came to the College office, and went into an inner room. On returning he stated to Mr. Whitten that he had set all right, by giving the College his note for the balance due by him. Mr. Whitten then paid £3, and got a receipt, No. 48, dated 2nd February, 1846, stating the payment to be for "1 year's interest to 10th January, 1846," Signed "John Cochrane." "For the Bursar, K.C."

On the 5th February, 1847, Mr. Whitten again paid £3, and got receipt No. 575, stating payment to be for "one year's interest to 10th January, 1847," signed H. Boys, Bursar K.C."

On 28th October, 1848, Mr. Whitten was served by the College with a printed notice, dated 27th, calling upon him for immediate payment of £10 4s. 3d. "for interest to 10th January 1848."

Mr. Whitten is desirous of settling with the College, and getting his deed; but cannot, owing to the above difficulty. He does not see how any such amount can be claimed from him.

NOTE.—The above is a singular case, though not remarkable on the list of Mr. Hawkins' operations in College property.

The following particulars have been gathered from the College records:—

Lot No. 4, North side of March Street. The whole lot was sold to Isaac Perry, 10th July, 1829, for £115, on which date the first instalment of £11 10s. was paid.

On 29th September, 1830, William Bennett purchased Isaac Perry's right to the lot, and paid one year's interest to 10th July, 1830, £6 4s. 2d., and six months interest on the amount of interest due 10th January, 1830; (3s. 10d).

Appendix
(E.E.E.)

31st July.

May 10th, 1839. Mrs. Isabella Bennett produced a transfer of the lot from Isaac Perry to her son, William Bennett, deceased; also a copy of the will of her said deceased son, by which she was bequeathed his right in the lot. Mrs. Bennett had previously, in 1836, paid £21 14s. 7d. for interest on the balance of purchase, £103 10s., to 10th January, 1834. In January, 1839, Mrs. Bennett transferred her right in the West half of the lot to Henry Hawkins, she agreeing to pay the interest on the whole lot up to the date of transfer. At this time the amount due for interest was about £30 17s. 4d.

There is an interval of time between the date of this transfer to Hawkins, or his recognition by the College as transferee, to the date of Mr. Whitten's entering on possession, say from 10th January, 1839, to 10th July, 1840, 18 months, in which Hawkins was accountable for the interest on the West half of the lot. This interest, as well as the £7 10s. above referred to, and interest thereon, stands in the College books against the said half lot; and Mr. Whitten, being the party in present occupation, is, of course, held for the amount.

On 23rd March, 1849, Mr. Hawkins' note for the £7 10s. referred to, appears to have remained unpaid, being then over three years past date.

NOTE.—Mr. Hawkins seems to have obtained the the above College property on very easy terms, and has not yet been much out of pocket for the £30 cash which he got from Mr. Whitten.

Why Mrs. Bennett parted, for a consideration of five shillings, with what Mr. Hawkins found good for £30, (less the £7 10s. to be answered for by him, but not yet forthcoming,) is one of those unaccountable circumstances best known to the parties themselves.

Mr. Whitten has exhibited to Commissioner, Dr. Workman, 8th July, 1851, a paper of which the following is a copy:—

The Upper Canada College vs. Whitten.

(Costs.)

Instructions.....	£0	7	6	
Letter	0	2	6	
Declaration	0	5	0	
Copies	0	5	0	
Notice	0	2	6	
Attorney's letter.....	0	1	3	
		£1	3	9
Amount of interest due...	18	0	10	
		£19	4	7

6th May, 1851.

Received from William Whitten the sum of nineteen pounds four shillings and seven pence currency, being in full for arrears of interest on lot 4, W. $\frac{1}{2}$, N. March Street, to 1st March, 1851, and my costs.

(Signed,) S. CONNOR,
per E. STINSON.

The case of Mr. Whitten is one of a grievous character. He has been forced to pay an amount of interest due by another party, whose responsibility the University formally recognized in accepting of the note of £7 10s. referred to; and though from

Appendix
(E.E.E.)

31st July.

the terms of the receipts held by Mr. Whitten it is perfectly clear that in 1845, 1846, and 1847, his payments were accepted as discharging in full the interest on his account, the Upper Canada College Solicitor has succeeded in getting from him the whole arrears of interest due by Mr. Hawkins, together with a considerable bill of costs. Abuses of this sort are discreditable to a public institution, and call for the most scrupulous investigation by its authorities.

EVIDENCE TAKEN BY THE COMMITTEE OF
COUNCIL IN THE CASE OF HAWKINS,
&c., MARCH 19TH, 1845.

EXAMINATION OF THE BURSAR.

1st. Has any direction been given to you by the Council or any of its members as to prohibiting all persons in your office from holding, purchasing or dealing in the lands the property of the Corporation?

I do not recollect any official communication on the subject, although I have always been under the impression that it was not to be allowed.

2nd. Have you communicated this to those employed under you?

I have, ever since my entering on the duties of the office, impressed upon the clerks that they were not to engage in any traffic of the kind.

3rd. Are you aware that this prohibition has been violated?

Yes.

4th. By whom?

By Mr. Hawkins and Mr. Cochrane.

5th. Will you detail the circumstances as far as they have come under your knowledge?

(The answer to this question, at the request of the Bursar, was communicated by him in writing on the next day. See No. 1.)

(No. 1.)

TORONTO, 20th March, 1845.

SIR,

I beg to submit the following answer to the fifth question put to me yesterday by the Committee of Inquiry into the charges brought by Dr. Gwynne against my office, which question was in these words, "Will you detail the circumstances of the cases as far as they have come under your knowledge?"

The first case which I would mention is the one which has given rise to the present inquiry. The circumstances respecting it are these:—In December, 1835, the South 80 acres of lot No. 34, in Concession B of Scarborough, were sold to James Dark for £140, who paid thereon £5 in part of his first instalment; and he or his family have continued paying sums in part of interest to last October. On the last day of February it came to my knowledge

that Mr. Hawkins held this lot by assignment from the Darks. I immediately remonstrated with him and told him that the property would not be allowed to remain in that position. A day or two afterwards he submitted for my signature a bond for this property in favour of Mr. Francis Lewis. I was glad to find he had at once parted with the property, and I signed the bond on his assuring me that Lewis possessed a proper assignment. He also paid me £9 on the part of Mr. Lewis, to complete the first instalment. On the 7th inst. Dr. Gwynne called at the office and made inquiries respecting this lot, from which I found there was a disputed title to the right in the property, and that there might be doubts of Lewis' pretensions to a bond. I consequently applied to Mr. Hawkins, who returned the bond to me not yet executed by Mr. Lewis, and I cancelled it and returned him the £9, taking back the official receipt which had been given him on the occasion.

Since this I have received a letter from Messrs. Price & Ewart, stating that Mr. Hawkins has employed them to commence legal proceedings for the purpose of sustaining his claim to this property.

Yesterday Mr. Winstanley presented himself at the office and produced a document which he said was a proper transfer from the eldest son of the Dark family to him; required to take up the original bond and pay up all arrears due upon it. Of course under the circumstances, I could do nothing without submitting it first to the College Council; and I advised him to transmit his claim by letter to be laid before the Council. Nothing else occurs to me to say on this case.

On searching our books I find some trifling sales have been made to Mr. Hawkins and Mr. Cochrane, a considerable time back, which had escaped my memory; and even now I cannot recal how the transactions occurred. It is probable that although I disapproved of the practice generally of allowing the clerks to speculate in our lands, yet at this time, when so strong an aversion to the practice had not been expressed, I allowed it in these few instances of such small amount; and I am glad to find the interests of the institution were not overlooked, and that it was done without the least injury to any party whatever; for in all the cases, the lands were vacant, and not applied for by any person; and they had been on our hands totally unproductive from the date of our endowment, and would probably have remained so until this day, and all the time been liable to the land tax; also they were parted with at high prices.

The following are the particulars of these cases.
Sold to Mr. Hawkins:—

Rear part 26, North Bleam's Road, Wilmot,	25	acres at 25s.
Do. 27 South do. do.	25	acres at 27s. 6d.
Do. 22 do. Erb's do.	25	acres at 27s. 6d.

Sold to Mr. Cochrane:—

Broken lots 14, in 1 and 2 Range Mosa,	20	acres at 32s. 6d. and 10 acres at 27s. 6d.
East part 4, in 14 Zorra,	41	acres at 27s. 6d.
16 in 9 Hamilton,	85	acres at 25s.
North part 7, in 4 Ekfrid,	75	acres at 25s.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

What I have done has been without any benefit whatever to myself, and I trust with a due regard to the interests of the institution.

I have the honor to be,

Sir,

Your most obedient humble Servant,

(Signed,)

H. BOYS,
Bursar, K.C.

TORONTO, 21st March, 1845.

SIR,

I omitted to mention in my letter yesterday, a case of sale to Mr. Hawkins, the circumstances of which are particular, and perhaps should be adverted to in the present investigation. On the 18th November 1840, Mr. Hawkins made application to the Council to purchase building lot No. 7 in Newgate street, which application was allowed, and stands recorded on the minutes of that day: (see minutes of Council of 18th November, 1840, minute No. 7. Council Minute Book Vol. II p. 218.)

There can be no doubt but that the gentlemen who were at the Council Board on that day, were averse to such measures generally; yet in a particular case, where no other person's interest was concerned, and where the institution was obviously to derive benefit, they do not seem to have hesitated to act for the advantage of their trust.

The sanction for this particular case had quite escaped my memory till it was accidentally discovered yesterday, which confirms the more my opinion that in other cases detailed in my letter of yesterday, some reasons for them existed at the time, even more than the obvious advantage they were to the Institution, but I confess I cannot recall them to mind.

I have the honor to be,

Sir,

Your most obedient, humble Servant.

(Signed,)

H. BOYS,
Bursar, K.C.

MR. COCHRANE, Examined March 19th:—

1st. Have you received any directions from the Bursar, as to abstaining from traffic in the lands, the property of the Corporation?

Not to my recollection. The Bursar has recommended that the clerks should not engage in it.

2nd. It has been stated that you have land which was the property of the Corporation,—have you any explanations to offer? (See No. 2.)

(No. 2.)

KING'S COLLEGE OFFICE,
21st March, 1845.

REVEREND SIR,

In answer to the question of the Committee for conducting an inquiry into the Bursar's office, "It has been stated that you have land which was the property of the Corporation; have you any explanation to offer?" I respectfully beg leave to reply that I have purchased the following lots:—

Lot 16, 9th of Hamilton.....90 acres.
4, 14th of Zorra.....41 do
14, 1st and 2nd Ranges of Mosa.30 do
N. pt. 7, 4th of Ekfrid.....75 do

When I purchased these lots, in all amounting to 236 acres, I beg leave to state that I did so more for the purpose of economising what little I could save out of my small salary, than with any anticipation of being able to make money by them. They were purchased in a perfectly straightforward and official manner, with the sanction of the Bursar; and my name is entered in the Ledger accounts.

The three first named lots I have since disposed of for a very trifling sum; indeed I found that I had undertaken to pay more than the land was really worth, and was glad to find any one willing to assume the responsibility of the purchases; the last named lot, the 75 acres in Ekfrid, I should be very thankful if the Council would be pleased to order that I be reimbursed what I paid, and resume possession of the land.

I have the honor to be,

Reverend Sir,

Your obedient humble Servant,

JOHN COCHRANE.

3rd. Are you aware that any one else in the office has been trafficking in land the property of the College?

I am aware that Mr. Hawkins has.

4th. How long?

The first case of which I am aware was eighteen months ago, when Mr. Hawkins purchased a broken lot in Wilmot.

5th. What is your department in the office?

Principally accounts.

6th. To whom do intending purchasers go for information?

To Mr. Hawkins; and if he is not present, to me.

EXAMINATION OF DR. GWYNNE, March 19th, 1845.

1st. What is the lot referred to in your complaint?

In Scarborough; James Dark's lot.

2nd. In whom was the legal right vested, and how?

I have reason to believe that the legal right is in James Dark, because I saw in the office a bond for a deed to that individual, dated 1835.

3rd. Can you account for the deed being made in Mr. Lewis' name without his knowledge?

Not without furnishing Mr. Lewis' statement.

4th. Can you furnish Mr. Lewis' statement?

Not at present. I have it not with me; and I have no doubt that it will be sent down by the Chancellor, who has a copy of it.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July

5th. What proof have you of the existence of such a deed?

Mr. Lewis' own statement.

6th. Can you assist the Committee in their investigation by furnishing the copy in your possession?

I have a copy of it; but understanding from the proceedings of the Council yesterday that the subject is likely to become matter of litigation, I do not, without further consideration, deem it prudent to give the evidence therein contained, which may possibly prove detrimental to either of the parties concerned.

7th. Can you in any way, assist the Committee in investigating the charges implied or expressed, in your letter to the President?

I consider if I have free access to the books and papers in the Bursar's office, I might be able to render assistance in detecting the irregularities, which I conceive exist, as alluded to in my letter; but at present I am not able to do so.

8th. Can you at present assist the Committee in investigating the charges implied or expressed in your letter to the President?

I think not.

Mr. Lewis' answer to a note from Dr. McCaul, requesting his assistance in the investigation, and his presence before the Committee in the afternoon of March 20th:—

Toronto, 20th March, 1845.

SIR,

In reply to your note of this morning, I beg to state that on the subject to which you allude, I acquire my information and knowledge as the agent of Mr. Edward Winstanley, and as he has more information than I have, and being the principal also, I think your ends will be better served by an examination of Mr. Edward Winstanley.

I really feel a delicacy in the matter, situated as I am with Mr. Winstanley. Should you however, still desire my assistance in the pending inquiry, and will furnish me with a memorandum of the information you wish to obtain from me direct, I shall be happy to wait upon you at any time you may appoint; but this afternoon I had a previous appointment which I cannot, on any consideration, break.

I am, Sir,
Yours, with respect.

(Signed,) F. LEWIS.

COPY OF QUESTIONS SENT TO MR. LEWIS, March 24th, 1845.

1st. The Committee has received information that you furnished a written statement, relative to a recent transaction in the Bursar's office, as to a lot of land in Scarborough, conveyed to James Dark; can you lay before them the details of that instrument, or a copy thereof?

2nd. Are you aware of any other irregularities in the Bursar's office?

3rd. What evidence have you of their existence?

4th. Detail the circumstances, as far as they have come within your knowledge, stating your authority for each.

LETTER FROM MR. LEWIS.

Toronto, 26th March, 1845.

REV. DR. McCAUL.

SIR,

In reply to your favour of yesterday's date, I beg to say that I was called upon by Dr. Gwynne, who put certain questions to me which I answered; and to his request that I would put them in writing, I consented as I should have found myself bound to do, had any member of the College Council asked the same of me. I here transcribe a copy of the letter I sent him, which will answer your first question.

Toronto, 8th March, 1845.

DR. GWYNNE.

SIR,

In answer to the questions you put to me yesterday afternoon, I beg to state that I was called upon the day previous, by Mr. Hawkins, who produced an Indenture of Agreement (such as those usually issued by the College office), which was duly executed by Dr. Boys, and had the College seal attached to it, and bore (I think) the date of the 5th instant, and the purport of which was an agreement with me and the College for the absolute sale to me of the south part of lot 34, concession B, Scarborough, containing 80 acres, for the sum of One hundred and forty pounds, one-tenth of which, or £14, was acknowledged to be received on account. On presenting it, he stated that he had taken the liberty of using my name without first asking my permission; but that he had purchased the right of some men of the name of Dark to this lot, and wishing to obtain the College agreement, Dr. Boys had told him that he would prefer that the agreement should issue in some other person's name, who could then assign the agreement to him, and wished me to do so; after reading it over I told him that I wished to give the matter further consideration before I did so; that I would not become a party to a transaction without well considering the position in which it would place me, and that until I was perfectly satisfied in my own mind that I should not in any way be compromised, or compromise others, I would not have anything to do with it. He then said that he would bring me the agreement that the Darks had given him, which he thought would remove any scruples I might have. I told him that he might do so, and that in the meantime I would consider the matter. Mr. Hawkins called yesterday, and showed me the agreement he had with the Darks, (but to which the elder brother, who was the only one who had a legal interest in the premises, was not a party) and asked me if I would now assign the agreement to him. I told him I could not now have anything to do with it, as they had been to me and denied the agreement, and wished me to sell his interest for them. He said that any person who bought it, might depend on it, every ob-

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

stacle would be thrown in their way at the office to prevent their obtaining the lot.

Dr. Boys called upon me this morning, and said he had executed to me an agreement for the sale of a lot in Scarborough, and wished to know how it was. I told him that the indenture had been presented to me by Mr. Hawkins, with a request that I would assign it to him,—that I had refused to do so, and that the agreement had been made out to me, without my having previously been in the slightest degree consulted,—that I was very much annoyed at the affair, and would have nothing to do with it. He remarked that he was afraid it would be a bad business for Mr. Hawkins. He also stated to me that if I had any property for sale that would produce an income, that I might give him a statement of it, in order that he might submit it to the Council for their consideration, as they were desirous of investing their surplus funds in real estate, producing a return. I should be glad if you will let me know if this is really the case, as I have in my hands at present several such properties, the particulars of which I would submit for the consideration of the Council. I believe I have explained myself thoroughly now, and I trust that you will be satisfied that I have had nothing whatever to do with this affair, but that an unwarrantable use has been made of my name, and that is the only connexion I have with it.

(Signed,) F. LEWIS.

To your other three questions I can only observe that as the two last seem to be necessary to be complied with, to substantiate a reply to the second, I can make none; for although I am well aware of similar irregularities to that set forth in the above communication, I am not prepared to prove them, as the facts are partly what have come under my own observation and partly brought to me by others, and I do not at present feel at liberty to disclose any more, as I have no wish to compromise others; I can only observe that a general feeling of dissatisfaction at the management of the office has been excited through the country from the injustice exercised by the subordinates, which among the ill-informed, extends to the heads of the institution, and in no slight degree tends to keep up the existing ill-feeling; and I sincerely hope that the present investigation may be promulgated in such a manner as will disabuse the public mind.

I remain Sir,
with respect,
Your most obedient Servant,

(Signed,) FRANCIS LEWIS.

Note from the Rev. DR. McCAUL to E. WINSTANLEY, Esquire.

Sir,

A Committee of the College Council are at present engaged in investigating certain charges relative to the lot of land in Scarborough, in which you are interested. As they are desirous of obtaining as much information as possible on the subject, they will feel obliged by your communicating any particulars with which you may desire that they should be acquainted.

I have the honor to be,
&c., &c.,

(Signed,) JOHN McCAUL.

King's College, March 28th, 1845.

Memorandum by DR. McCAUL.

To this (above) note, Mr. Winstanley gave a verbal reply, being called on by Dr. McCaul on the following day; but he could not be induced to appear before the Committee to give evidence in this or any other case.

EXAMINATION OF EDWIN DARK, March 31st:—

1st. Where did you make the agreement with Mr. Hawkins?

In his office.

2nd. Who proposed selling the lot?

Mr. Hawkins proposed to buy it.

3rd. Did you say anything about selling it before that?

No.

4th. Who drew the agreement?

Mr. Hawkins.

5th. Did you read the agreement?

No, I could not.

6th. Were you aware of a penalty?

No.

7th. What right have you to the lot of land?

My father purchased it; he willed it and all the property to my mother. I bought the right from my mother: she willed the 150 dollars to my elder brother.

8th. Have you sold the lot of land?

Yes; to Mr. Winstanley, for £110.

EXAMINATION OF MATTHEW DARK, March 31st:—

1st. Was there a penalty attached to the agreement drawn by Mr. Hawkins?

None.

This witness corroborated, in every particular, his brother's statement.

EXAMINATION OF MR. TINCOMBE, Clerk in the Bursar's office:—

1st. Did you hear the agreement read between Mr. Hawkins and the Darks, relative to the lot in Scarborough 34, concession B, which you witnessed?

No.

2nd. Did you read the agreement?

No.

3rd. Was there any penalty attached?

I am not aware that there was.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

4th Did they make any condition about taking the land, proposed by Mr. Hawkins in exchange?

They said that they would take his word for the goodness of the land, but that if it were not good, it it was not to be a bargain.

QUESTION to Mr. HAWKINS, proposed verbally, March 20th:—

You stated that you desired to have the opportunity of defence, relative to the case of the lot in Scarborough; will you detail the particulars as far as you are inclined.

Mr. HAWKINS' reply to the charge made against him, by Minute of the King's College Council at a meeting, held on the 18th March 1845:—

1st. I deny, in the most positive manner, that the Bursar gave strict directions to the subordinates in his office, to abstain from making any purchases of land connected with the office. A few months back the Bursar advised me not to purchase land belonging to the College.

2nd. The minute states that "Messrs Price and Ewart's letter was read, proving that Mr. Hawkins has done so, (viz: purchased land) contrary to such instructions, that the same be suspended from his duties until the matter be properly investigated." I am led to assume that something more gave rise to the reading of Messrs. Price and Ewart's letter than appears on the face of minute above referred to; I therefore beg to state the circumstances referred to in that letter. On the 25th of February last, Edwin and Matthew Dark, sons of the late James Dark, who purchased in December, 1835, from the College, the South part of lot 34, concession B, Scarborough (80 acres), came to the Bursar's office, and stated they were informed that the College had advertised this land for sale, and inquired if it was so; they were told by me that the College had not done so; that they never advertised land (farms) for sale.

They then stated, they were desirous of selling their interest in the land, and that——, living near the lot, had offered them £50 for their claim; that they had refused that offer, but that if they could get £75, they would take it for their right. I then told them that I would give them 100 acres of land in Reach, for their interest in the property, to which they at once gladly agreed, and immediately entered into an agreement with me to that effect. The parties came to me about 10 or 12 days after, and stated they had been to look at the land I sold them, and that it did not suit them, remarking that the land was not as good as they wished, and offered to rescind the bargain. I told them I would not do so; and after some conversation, I said that as they seemed dissatisfied with their bargain, I would, in addition to the 100 acres of land, give them £25, which they refused; stating that a better offer had been made to them since they sold to me, and that they would not perfect this agreement with me. They offered me £5 to give up their bond; which I refused to do. They stated that it would be worse for me if I did not give up the agreement; that there was a person in town who would make a row about it that would oblige me to give it up. This person I have since learned is Mr. Lewis, through the agency of Dr. Gwynne, a member of the College Council, who has been very active in endeavouring to obtain information.

Appendix
(E.E.E.)

31st July.

Immediately after I bought the place from Darks, Dr. Boys said to me he was informed I had purchased this land. I told him I had; and that I was desirous to make an arrangement for the payment of the debt due to the College; which the Doctor urged me to do. I told him that the original purchaser, Dark, had not taken out a bond for a deed, and that I was anxious to do so, and agreed to pay about one-quarter of the interest in a month, and the remainder in six months: to this the Doctor agreed.

The Doctor mentioned that it would be better for my name not to appear in the books of the office, and suggested that I should arrange the business in the name of some friend. I named Mr. Lewis, the land agent, to which he agreed; and a bond, based upon the original agreement with Dark, was made out in the name of Lewis, as my agent, the Doctor at the same time receiving from me a sum on account of the purchase of the land. I mentioned the circumstance to Mr. Lewis, and shewed him the bond; who said he would consider upon it till the next day; when I called the following day, he declined signing it; stating as a reason, that the Darks, from whom I bought, had been to him, and requested him to offer the place to Mr. Winstanley, for whom they understood Mr. Lewis did business. Dr. Boys shortly after requested me to give up the bond, and to accept the money I had paid, stating that he was afraid some difficulty would arise (in consequence, I believe, of Dr. Gwynne having called at the office about it). To this I acceded, and accordingly gave up the bond and took back the money I had paid, feeling that my claim in law or equity was sufficiently good, and that the Council would not allow me to be wronged. I would beg to remark, before concluding, that Dr. Boys' statement, as set forth in the Minute of Council, that he had given strict directions; is so directly opposed to the circumstance of this case, that I cannot but regard the Doctor's statement to the Council in any other light than an intention to throw the blame or responsibility arising out of this matter, from his own shoulders and put it upon mine. This kind of dealing, if I may be permitted so to speak, has, on more than the present occasion shewn itself, though not in so formidable a manner.

All which is most respectfully submitted.

Richmond Street,
TORONTO, 26th March, 1845.

EXAMINATION OF THE BURSAR.

Dr. Boys Examined, April 12th:—

1st. Are you aware of any of the University lands being in the possession of any other person in this office, besides Mr. Hawkins and Mr. Cochrane?

I am not.

2nd. Are you aware of any of the University lands being in the possession of any member of the Council?

I am not, excepting that Mr. Barron has about one-eighth of an acre of the property of Mr. Ridout, transferred to the University; and Dr. Gwynne, two building lots in block D, which he purchased previously to his becoming a member of the Council.

Appendix
(E.E.E.)

31st July.

3rd. Are you aware of any of the University lands being in the possession of any member of the establishment?

I am not.

EXAMINATION OF DR. GWYNNE.

Professor GWYNNE Examined, April 18th:—

1st. Is there any further information relating to the Bursar's office, which you desire to communicate to the Committee?

I have heard of other charges, in conversation, to the particulars of which I am desirous of calling the attention of the Committee, and for the elucidation of which I think that it would be desirable for the Committee to call on the Bursar to produce his Register and Account Book.

2nd. Will you detail the charges?

A person has communicated to me, that Mr. Hawkins lately offered for sale, lot No. 1 or 3, in the 7th concession of Esqueuing, which offer was accepted by an individual, and agreed upon by the parties; but in consequence of some difficulties connected with the assignment of the lot, prior to completing the purchase, the individual was induced to have recourse to the Bursar's office, for the purpose of examining the title. In this examination he was assisted by the Bursar, who could find no evidence of Mr. Hawkins' claim thereto, but that the legal right appeared from the books to be vested in a person by the name of White. This Mr. White, as I am informed, disclaims having ever purchased the lot, or having any title thereto.

3rd. Are you aware of the name of the person?

It was communicated confidentially, but I have given the substance, the correctness of which can be ascertained on reference to the Bursar's books.

4th. Do you know who the Mr. White is, to whom you refer?

I do not; but I am informed he lives in the neighborhood of the lot.

5th. Is there any other charge relative to the Bursar's office to which you would desire to call the attention of the Committee?

I hand in a copy of a letter to R. P. Crooks, Esq., from the Bursar, which appears to be inconsistent with the statement of the Bursar on which Mr. Hawkins was suspended.

Copy of a letter from the Bursar to R. P. Crooks, Esquire:—

KING'S COLLEGE OFFICE,
TORONTO, Dec. 9th, 1843.

SIR,

Mr. Hawkins having applied to me for some sort of certificate that he is the purchaser of the West part of lot No. 2, on the east side of Church street and south corner of March Street, in the City of Toronto, being part of the School reservation known as Block D, I have to say that Mr. Hawkins is the

assignee of Andrew Patten, who became possessor of the whole lot by a regular chain of transfers, derived from Levi Fairbanks, the original purchaser; and Mr. Hawkins stands registered in the Books of this office as the legal holder of the part of the lot above mentioned, being 45 feet fronting on Church Street by 38 feet on March Street. There is £105 due for principal on this part of the lot held by Mr. Hawkins; the interest upon it is to be paid half-yearly on the 7th September and 7th March.

Should you obtain from Mr. Hawkins a transfer of this part of the lot you will then be registered as the legal holder thereof.

I am Sir,
Your most obedient Servant,

(Signed,) H. BOYS,
Bursar, K.C.

R. P. CROOKS, Esq.

6th. Have you not had opportunities of examining the Bursar's Books?

I have never examined any of his books except the Minute Book; but for some time past I have been desirous of examining other Books belonging to the Bursar's office, and with that view moved for the production of certain books and papers at the last meeting of the Council.

I wish also to observe that on one occasion I was refused access to the Minute Book by the Bursar, although I stated to him at the time the object of my desiring it was for the purpose of procuring certain information in which I was about to ground a memorial to the Chancellor.

7th. Is that the only case in which you were refused access to any of the books in the Bursar's office?

There was one other. I was desirous of seeing the Bishop's account, in order that I might ascertain whether the same principle of charging interest had been pursued with him as with myself, (the Bishop having stated that such was the case, and I being under the impression that his account had been closed long previous to the period at which illegal interest was first charged against myself); but the Bursar declined, saying that without a special order from the Council he would not allow me to see the Bishop's or any other person's private accounts.

8th. Did you bring the matter before the Council?

No; as it was a matter of curiosity, and I had no desire on that occasion to pry into the Bishop's or any other person's private accounts.

9th. Did the Bursar tell you that there were any private accounts in his office?

He called the Bishop's a private account, and I inferred from what he said, (as stated in a preceding answer,) that he considered others (my own included) of that description also; and I, at the time, observed that I could not understand how there could be any private accounts connected with the institution which should not be, at all times, open to a trustee of that institution.

10th. Did you ever complain to the Council that you had not free access to the Books in the Bursar's office?

No.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

11th. Have you not made extracts from the Minute Books in the Bursar's office?

Several, prior to that period. I had occasion to do so when called upon by the Chancellor to answer certain charges which were brought against me in 1843; and upon another occasion, when, as I have before stated, I was preparing a memorial to send to the Chancellor.

12th. How long have you been at any one time in the Bursar's office on this business?

From two to three hours.

13th. Have you, on any other occasion, made extracts from the Bursar's Books?

Not to my recollection.

14th. Were you not a member of a Finance Committee?

I was.

15th. Did you ever report to the Council?

The Committee never sat but once, and did not report.

16th. Could you not have obtained a thorough insight into all the affairs as recorded in the Bursar's office, if you had discharged your duty as member of that Committee?

I fancy there would have been no impediment (as far those affairs came within the province of the Committee); but the proceedings of the Committee were, in the opinion of the Committee, dependent on certain information from the Bursar's office, called for by another Committee, which information has not even yet been furnished.

17th. [Dr. Gwynne desired to draw the attention of the Committee to an irregularity in the Bursar's office, arising from a discretionary power exerted by the Bursar, of taking such action only on certain resolutions passed by the Council as to him seemed expedient; particularly on one relative to placing the accounts of those in arrears for rent in the Solicitor's hands, from which evils of great magnitude have arisen.]

18th. Did you, on the Committee, report that to the Council? (See Question 16.)

I recollect, on one occasion, mentioning at the Council that our not having acted was in consequence of not having obtained that information.

19th. Can you mention any particular case of the evil resulting therefrom? (See 17.)

I cannot give a particular instance; but I have reason to believe that the conduct of the Bursar, in reference to the resolution above mentioned, has proved in its results detrimental to the interests of many of the individuals indebted, and discreditable to this institution.

The nature of the evil alluded to is as follows:— It afforded to Mr. Hawkins an opportunity of communicating, either by letter or through agents, with such individuals as were known to be defaulters, and in possession of valuable lots of land, and who were not included in the list furnished to the Solicitor, (apparently with the sanction of the College,) of threatening them in such a manner as to induce them to have recourse to the office, where, in per-

sonal interviews with the individuals themselves, (who at the time were misinformed respecting the views of the Council,) he was enabled to enter into arrangements highly beneficial to himself, but prejudicial both to the interests of those persons and to the character of the Council.

20th. Can you communicate to the Committee your reasons for believing the above?

The report was current; and I refer the Committee to Mr. Lewis, land agent, for information on the subject.

21st. Can you mention nothing more definite?

I have nothing definite; but I think it countenanced by another report relative to charges in the Post-office account, which is to the effect that the sum paid by the University to the Post-office for letters addressed to Mr. Hawkins, in his private capacity, nearly equal that paid for all other communications whatever which have passed through the Post-office relative to the business of the University.

22nd. Is there any further information which you desire to communicate to the Committee for their investigation?

I have reason to believe that deeds, bonds for deeds, and leases have issued from the Bursar's office, having the corporate Seal attached thereto, and signed by the Bursar, to which the signature of the President is not affixed, and which have not been approved of by the Council.

This irregularity appears to me to be in direct violation of the 3rd University Statute; and from it I anticipate the most serious consequences, inasmuch as I fear that it exposes the Corporation to endless litigation, and renders it impossible for the trustees now to decide what instruments have been honestly and in good faith obtained, and what have been fraudulently procured.

23rd. Will you state your reasons for believing the above?

I saw an instrument to-day issued in favor of a Mr. Sanders, of that description.

24th. In what way would the Corporation be exposed to litigation on that account?

It appears to me that the Statute requires the affixing of the President's signature to all instruments issued from the Bursar's office in order to render their legality complete, otherwise the Corporation have no security against the abuse of their corporate Seal; and it would be in the power of the individuals in the Bursar's office to make away with the real estate of the University without the cognizance of the Trustees.

25th. Are you aware that it was the custom, up to a certain date, for the President to sign all instruments, and that this custom was altered by the authority of the Council?

I am not aware of the mode in which any instruments were issued previously to my becoming a member of the Council.

26th. Do you conceive that any signature is necessary to give validity to an instrument to which the Corporate seal has been affixed?

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)
21st July.

I do; I conceive the signature of the President is necessary according to the provisions of the 3rd University Statute.

27th. Do you conceive that the law can be altered or affected by a University Statute?

No.

28th. Does the University Statute state that no instrument shall be valid without the President's signature?

No, it does not; it does not speak of validity at all.

Examination of HUGH GRAHAM, brother of JOHN H. GRAHAM, April 19th.—(West $\frac{1}{2}$ lot 15, 3rd Concession, Hurontario Street.)—

1st. When did you call to purchase the W. half lot 15, 3rd concession, Hurontario street?

On July 11th, 1843.

2nd. Whom did you see in the office?

Mr. Hawkins.

3rd. Did he tell you that it was for sale?

Yes.

4th. At what price?

£2 2s. 6d. per acre.

5th. Did you object to the price?

No; but Thomas Graham did; for Irvine, on the other half, got his land for less.

6th. Did you make any offer relative to purchasing?

Yes, I said that we would assent to the proposed terms, and would pay as soon as the crops were off the ground.

7th. Did Mr. Hawkins agree to that?

Yes, he did.

8th. When did you next apply?

In September, 1843, I brought in and offered for rent, and part of purchase money, £15, and promised to pay the rest of the first instalment in a few days.

9th. What did Mr. Hawkins say to that?

That he would not take it, as the land was in the hands of others; that a Mr. Jackson had leased it; then that he had bought it at £2 2s. 6d. per acre; and finally at £2 per acre.

10th. Do you know who Mr. Jackson, the purchaser is?

No; I have tried frequently to find out, but could not.

11th. When did you last see Mr. Hawkins?

About five weeks since, in his own house. He asked whether a lease of a few acres, with the house,

would be sufficient, if I got two or three hundred dollars. He afterwards raised this to £100. He asked what it would rent for. I said about £20 or £25. He said, then, he would not take less than £40. He then mentioned 50 acres in the Gore, for which he was offered 100 dollars per year.

12th. When was the ejectment served?

About 1st August, 1843.

13th. When was the trial?

In April, 1844.

Copy of letter from MR. HAWKINS.

TORONTO, 24th April, 1845.

REVEREND SIR,

I take the liberty of addressing you upon the matter respecting me, now under the consideration of the Committee.

It is nearly six weeks since I was suspended by the Council; during which time various reports have been industriously circulated, prejudicial to my character.

Without the slightest wish on my part that any thing affecting me should be hastily passed over. I think I may, with all fairness, respectfully request, that the matter may be brought to a speedy issue. I have every confidence that the Committee will allow no charge to be brought against me, much less, that the Committee will prejudice me in any matter, without its being first communicated to me, and a fair opportunity of defence given me.

I have the honor to be,
Reverend Sir,
Your most obedient, humble Servant.

(Signed,) HENRY HAWKINS.

EXAMINATION OF GEORGE GRAHAM, (uncle of Hugh Graham,) April 24th:—

I was at Mr. Strathy's office with Hugh Graham some time in this spring. He said that he was authorized to make an offer:—230 acres at Port Talbot, of which 17 or 19 years of the lease were unexpired, in lieu of John Graham's land; if not, 100 acres in Reach, with a free deed; and that it was better to do this and give up peaceable possession and live on friendly terms.

WILLIAM IRVINE, May 3rd:—

1st. Are you aware that money has been offered at the College office in payment for the lot occupied by John Graham?

Yes; I myself offered one hundred dollars to Mr. Hawkins in 1843, but he would not take it until John Graham came in.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

THOS. GRAHAM, (cousin of John Graham,) May 16.

1st. Were you present with Hugh Graham in the College on the 11th July, 1843?

I was.

2nd. Was there any engagement given by Mr. Hawkins as to your aunt and cousins having the lot on which they are living?

When Hugh Graham told him that in the fall, after the crops were in, the arrears of rent should be paid, he said that would do.

3rd. What did he say was the price of the land?

Eight dollars and a half per acre.

—

This is to certify that I, Thomas Graham, was in the College office, 11th July, 1843, with Hugh Graham; and Mr. Hawkins said that the valuation was £2 2s. 6d., and Hugh Graham promised to pay the back gone rent in the fall, and purchase it if sold as the East end.

(Signed,) THOMAS GRAHAM.

—

EXAMINATION OF MR. STRATHY, (formerly partner of Mr. Small, the Solicitor of the Corporation,) April 26th:—

1st. Do you recollect any particulars relative to lot W. $\frac{1}{2}$ 15, 3rd Concession Hurontario Street, occupied by the Grahams?

Yes; they were ejected by the authority of the College.

2nd. Are you aware by whom the land was purchased?

I have understood that Mr. Jackson purchased it.

3rd. Are you aware that any one, since the Grahams have been ejected, has had a lease of that property?

Yes; a Mr. Lawn.

4th. Did you draw that lease?

Yes.

5th. To whom?

It was drawn in favor of Mr. Jackson, through Mr. Hawkins as his agent.

6th. Did you ever make any offer to the Grahams since the land came into the possession of Mr. Jackson?

I did; a free deed of 100 acres in Reach; or 230 acres on the lake shore near Port Talbot, of which the unexpired portion of the lease was about 20 years.

7th. What authority had you for making that offer?

Mr. Hawkins, as agent for Mr. Jackson.

8th. Are you clear that Mr. Hawkins asserted that he acted as agent for Mr. Jackson?

I am.

9th. Did you ever see Mr. Jackson; or do you know any thing of him?

No; nor do I know any thing of him.

10th. Was there any reservation in the lease?

Yes, about 4 acres, which it was supposed would include the house lately occupied by John Graham and his mother.

11th. For what object was that reservation made?

I think that Mr. Hawkins mentioned that it was for the use of the widow Graham.

—

Re-examination of MR. HAWKINS, April 28th:—

1st. Have you ever given instructions to Mr. Strathy, to make any offer for you relative to land, the property of the University?

Never.

2nd. Did you ever make any offer yourself, to a man of the name of Graham, relative to W. $\frac{1}{2}$ lot 15, 3rd concession Hurontario street?

Never.

3rd. Do you know who the Mr. Jackson is that bought the lot?

I have seen him.

4th. Do you know where he lives?

He did live in Toronto; but I do not know where he lives now.

5th. Were you ever offered for the University, rent on account of that lot, by Graham?

I have now no recollection of ever being offered any rent; they came, indeed, during the progress of the suit, and their proposal then I could not accept.

6th. Have you got any land in any Gore?

I have, in that of Toronto.

7th. Had you any conversation with Graham relative to the lot.

I had; but did not make any offer, such as that stated in his evidence, nor any other.

8th. Do you recollect agreeing to sell that land to Graham?

No, I never did.

9th. Do you know a Mr. White?

Yes.

10th. Has he any of the College land?

He has bought land; but I cannot say whether he still possesses it.

11th. Has he any land in Esqueving?

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

I am not aware that he has.

12th. Is there any penalty attached to the Darks' agreement with you for their lot in Scarborough?

There is, for £200.

13th. Was the penalty read to them?

It was.

14th. Was it read in the presence of a witness?

I am not sure.

EXAMINATION OF MR. LEWIS, April 19th:—

1st. Can you communicate the information referred to in No. 17, (see Dr. Gwynne's examination, No. 17,) now read to you, involving a charge against Mr. Hawkins?

Yes; I am aware of several instances of persons indebted to the College being threatened by Mr. Hawkins.

2nd. Are you aware of Mr. Hawkins having derived any personal advantage from these threats?

Yes, I am.

3rd. Will you mention any case or cases?

There was one in Albion. The lot (11, 3rd Con.) was held by Mr. Longhead, who, I have reason to believe, was obliged to give it up to Mr. Hawkins, and he sold it at a considerable profit. (Mr. Lewis stated that he could mention others on reference to his books.)

4th. Are you aware what he received for the lot?

No, I am not; but I know that he obtained for it 50 acres in the Gore of Toronto, and 200 in King, 1, 10th Concession, and I think £100 in cash.

5th. Have you any land formerly the property of the College in your books?

I have.

6th. Have you any to sell for Mr. Hawkins?

Yes.

7th. How many lots, and what are they?

(Mr. Lewis stated that he would detail them on reference to his books.)

8th. Has Mr. Hawkins any land in Reach?

Not that I am aware of; he has none entered with me for sale?

9th. Have you any land in Reach for sale?

Yes; some that I am employed by Messrs. Forsyth, Richardson & Co., to sell.

10th. Did Mr. Hawkins treat with you for its purchase?

He did; for the purchase of one lot, 15, 11th Concession.

11th. Are you aware that this was the land which he offered to the Darks in exchange for their lot?

Yes; a part of it was.

12th. Was it before or after the agreement with the Darks that he treated with you for the purchase of that land?

I am not certain.

13th. Will you state what was the date of his contract with you for the purchase of that land in Reach?

I can, on reference to my office.

14th. What was the price of that land?

Fifteen shillings per acre.

15th. Are you aware of any instance in which Mr. Hawkins received a consideration for furthering the interests of intending purchasers of the College lands?

I know one; but I do not know that I am at liberty to mention it. It was, however, not received directly. A person, desirous of obtaining a lot of land, thinking that he could not obtain it without the assistance of Mr. Hawkins, offered a sum of money to Mr. Hawkins which he declined, but stated that he would procure the lot for him if he would pay a certain sum to him for the land. The person agreed to this, and paid by note £85 in addition to the first instalment, and I believe some back rent.

16th. Have you heard any complaints from persons holding the College lands, of Mr. Hawkins' conduct to them?

Frequently, of being threatened.

17th. Do you think that these threats were held out by the authority of the Council or Bursar?

I cannot form any opinion of that; but parties frequently complained that the business of the office was left to the management of Mr. Hawkins.

18th. Has Mr. Hawkins any land in Bayham?

Yes, he has.

19th. Can you mention the particulars of that lot?

[Mr. Lewis stated that he would communicate them on reference to his books.]

20th. Has Mr. Hawkins sold any of the lands, formerly the property of the College, through you?

Two lots; one in Trafalgar, the other in York.

21st. Did you ever see the deeds for the lots?

No; I was merely the agent for effecting the sale.

22nd. Did he mention to you any thing about the lot held by the Darks?

He did; he asked my opinion as to its value, and whether I thought that I could sell it. He was in the habit of consulting me about the value of lands.

23rd. Are there any other transactions of his which you consider important to mention to the Committee in furtherance of their object?

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

11th July.

I am not aware of any at present.

24th. Is any other officer or member of the University, as far as you know, possessed of land formerly the property of the University?

Not that I am aware of.

25th. Has any other officer or member of the University sold any land, formerly the property of the University, through you?

No.

STATEMENT furnished by Mr. LEWIS, after reference to his books:—

1st. Part of lot No. 28, in the 2nd Con. South of Dundas Street, Township of Trafalgar. Mr. Hawkins' interest in the lot sold by me was £60. I am not quite certain if I have mentioned the right number of this lot, but the man from whom Mr. Hawkins obtained it was named Abbott; it is one and a half miles from Bronte. Mr. George Bilton, tailor, was the purchaser; he has since purchased the other half from Mr. Hawkins.

2nd. West half of lot 39, 3rd Concession from the Bay, in the Township of York, 100 acres. Mr. Hawkins' interest in this was sold by me to Mr. George Urquhart, wharfinger, for £100.

3rd. Lot 3, 4th Concession, Township of London. 200 acres left with me for sale by Mr. Hawkins, at £3 per acre, with instructions to give several years for payment, if purchasers would pay £200 down.

4th. Lot 24, 4th Range, Township of Ekfrid, left with me by Mr. Hawkins, at 25s. per acre.

5th. Lot on the corner of March and Church Streets, left for sale at £6 per foot; £105 might remain on interest for ever, £50 or £60 down, and the balance in four equal annual instalments.

6th. Lot 11, 3rd Concession Albion, 200 acres; 100 improved. Left with me by Mr. Hawkins at £750; to pay £300 down, and balance in four equal annual instalments.

7th. Lot 24, 1st Concession Bayham, 230 acres; 60 improved. Left by Mr. Hawkins, to sell his interest in it for £200.

8th. 100 acres in Township of Toronto, on which a man by the name of Graham resided. Left at £525, with instructions that £140 might remain at interest for nine years.

9th. North-east quarter lot 16, 10th Concession, Gore of Toronto, 50 acres, £300. This lot was obtained by Mr. Hawkins, in exchange or part payment of the lot in Albion, and was conveyed to him direct by his Lordship the Bishop of Toronto.

Marginal note in the hand writing of Dr. McCaul:—
9th. This land never belonged to the Corporation.

10th. South half lot 1, 4th concession, York, East Yonge street, 100 acres, left for sale at £700.

11th. West half lot 15, 14th concession, Burford, 100 acres, left for sale at £350.

12th. Lot 11, 3rd concession, Oakland Gore, 90 acres left for sale, to obtain an offer.

Appendix
(E.E.E.)

31st July.

Examination of W. MORROW, Messenger, May 2nd:—

1st. Have you ever got letters from the College box in the Post office, for any other persons than the Bursar.

Yes. I have.

2nd. For whom?

Professor Croft, Professor Sullivan, Mrs. Powell, Mr. Hawkins, Mr. Tincombe, and Mr. Cochrane.

3rd. Do you recollect whether these letters were always post-paid?

There were certainly some of them not post-paid.

4th. For whom of the above named individuals have you received the greater number of letters?

For Mr. Hawkins, and Mr. Cochrane.

5th. For which of those two have you received most?

I think for Mr. Cochrane.

6th. Have you received many letters for the persons above named?

Yes, I have, a great many.

7th. Have they ever paid the postage?

Not to my knowledge.

8th. Have you ever received any letters to leave at the Post office, on which the Postage was to be charged to the University, from any other persons than the Bursar?

I have got letters from the Bursar's office, marked "paid, box 88."

Re-examined, June 20th:—

1st. Have you ever received letters for any other person than the Bursar, from the University letter-box?

Yes, for Mr. Cochrane, Mr. Hawkins, Mr. Tincombe, Professors Croft and Sullivan, and Mrs. Powell.

2nd. Was the postage on such letters paid?

On some it was; on others not.

3rd. By whom was the postage paid on those letters which were not prepaid?

I suppose by the Bursar, for I never received any money for them.

MR. COCHRANE re-examined, June 20th:—

1st. Are you aware that any letters have been received by the clerks in the Bursar's office, the postage of which was charged to the University?

I am.

Appendix
(E.E.E.)

31st July.

2nd. Can you explain when, or how the custom originated?

It has been the custom since I entered the office; and I considered that in this respect the usage was the same in this, as in other public offices.

3rd. Are you aware that any other member of the establishment has received letters, the postage of which has been charged to the University?

I have reason to suppose that such letters have been received by Professors Croft and Nicol, and Mrs Powell?

4th. How is the postage account kept?

It is furnished by the Postmaster, to the Bursar, quarterly in the aggregate, and paid by him.

JAMES KERR examined, June 28th:—

1st. When did you call at the College office to make enquiry regarding the lot W. $\frac{1}{2}$ No. 15, 3rd concession east of centre road in township of Toronto?

In the spring of 1842.

2nd. Whom did you see?

Mr. Hawkins, I think.

3rd. What did he tell you regarding that lot?

He said that it did not belong to the College; and when I insisted that it did, he admitted that it did. He appeared very desirous to hear all the particulars regarding the lot, and its value, to such a degree that I entertained suspicions, that he had some personal interest in it.

(Signed,) JAMES KERR.

Copy of letter from Mr. HAWKINS.

TORONTO, 19th May, 1845.

REVEREND SIR,

I beg to request that the Committee appointed to investigate charges against the Bursar's office will not adopt their report, till I shall have had an opportunity of rebutting the statements made by certain individuals, as appears from the evidence before the Committee, a copy of which the Committee have allowed me to make; and that I may be allowed an opportunity of cross-examining some of the individuals above alluded to. I have also to request of the Committee to authorize the Bursar to furnish me with the following documents.

1st. Of all letters that have passed between the Bursar and the Solicitor, respecting the W. $\frac{1}{4}$ of lot 15, 3rd concession, Toronto, E. H. S.

2nd. Of letter of Mr. Nicholls, land agent, to Bursar, enclosing a memorial, or petition, on behalf of the Grahams, with the Bursar's reply thereto, and copy of said memorial or petition.

3rd. Of memorial of Graham's left with the President, since they were ejected by the Council, with copy of minute of the Council upon that document.

4th. Of any minute of the College Council prohibiting the clerks in the Bursar's office from purchasing lands, the property of the Corporation,

5th. Of minute of College Council of 18th November 1840, agreeing to sell me a lot of land in Newgate street in this city.

6th. Of any minute or order of the College Council, giving to any clerk in the Bursar's office, the power of selling land, and of affixing the seal of the Corporation to instruments, for the sale of lands, the property of the University.

7th. Of minute of Council, directing the Bursar to place in the hands of the Solicitor, the accounts of all persons, indebted for arrears of rent, or notes of hand, with copy of any other minute, (or statement of the Bursar's) having reference thereto.

8th. Of minutes of Council appointing the following Committees:—

1st. A Committee, called the Land Committee.

2nd. A Committee for valuing land.

9th. Of minute of Council upon any letter of resignation.

10th. Of minute of Council appointing a Committee to value land shortly after Col. Wells' removal.

Will you have the goodness to inform me when the Committee will be prepared to go into the examination in answer to the statements, or so much of them as have any bearing upon me?

It will, however, take a little time for me to prepare, and I wait your reply.

In the course of my defence it will be necessary for me to call upon the following gentlemen, members of the College Council, to reply to certain questions bearing upon the matter, viz:—

The Honorable and Right Reverend the Lord Bishop of Toronto, President of the University.

The Reverend Dr. McCaul, Vice-President.
The Reverend Dr. Beaven, Dean.
Professors Croft, Gwynne, and King.

Other parties, not connected with the University, will have to be called upon, but whom I am at present not prepared to name, and I give the above names now, in order that I may be informed in time of the manner in which I am to proceed, for the purpose of obtaining answers to such questions as I may have to ask those gentlemen.

Should I wish to put questions to any other officer or servant of the University, I presume I shall be allowed to do so.

Allow me to ask if I shall be permitted to have counsel with me, in conducting my defence, should I find it necessary to do so.

I have the honor to be,
Reverend Sir,
Your most obedient humble Servant.

(Signed,) HENRY HAWKINS.

Reverend Dr. McCaul, Chairman,
Committee of Investigation,
&c., &c.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

RICHMOND STREET,
TORONTO, 9th June, 1845.

REVEREND SIR,

Permit me to enquire if the Committee have decided upon receiving no more evidence against me; and if I have been permitted to take copies of all the evidence and documents containing charges against me.

I have the honor to be,
Reverend Sir,
Your most obedient, humble Servant,
(Signed,) HENRY HAWKINS.

The Reverend Dr. McCaul,
Chairman, &c., &c.,

RICHMOND STREET,
TORONTO, 22nd June, 1845.

REVEREND SIR,

In reference to the decision of the Committee upon my letter of the 19th ult., and more particularly to that part which directs that the cross-examination and direct examination should be by written questions, sent under cover to the chairman, who would forward them to the parties; and in accepting those terms, I beg to state, most respectfully, that my opinion upon this point remains unchanged, viz: that I conceive I am not allowed the privilege of conducting my defence in the manner in which evidence was received against me. My reasons were given at the time you informed me of the decision of the Committee, it is perhaps, therefore, unnecessary for me here to state them. The great difference there is between an oral examination, and an examination conducted in writing, with the decided advantage which the former has over the latter, will, I think, at once appear. I beg to enclose questions for Dr. Gwynne to answer; and I would suggest, (if I may be allowed,) that the answers be given on a separate sheet, and not in the margin of the one sent; which perhaps it would be well to have observed throughout.

I trust I shall be pardoned for requesting that no member of the University may be permitted to see the evidence given by another; or to have access to any evidence or documents now, or that hereafter may come before the Committee.

I have the honor to be,
Reverend Sir,
Your most obedient humble Servant.
(Signed,) HENRY HAWKINS.

Reverend Dr. McCaul,
Chairman, &c., &c.,

Mr. Hawkins presents his respectful compliments to the Reverend Dr. McCaul, and begs to acknowledge the receipt of his note of yesterday, in which it is stated that the Committee are of opinion, that the questions which he has sent, as part of his cross-examination of Professor Gwynne, are not necessary for his defence against any charges which have been advanced against him, and that they therefore will not transmit them to that Gentleman.

Mr. Hawkins presumes that the Reverend Dr. McCaul forgot to return the questions referred to, and begs to request that he will send them by the bearer.

Richmond Street, 27th June, 1845.

Appendix
(E.E.E.)

31st July.

Mr. Hawkins presents his respectful compliments to the Rev. Dr. McCaul, and begs to send herewith extracts from the evidence given by Mr. Lewis, before the Committee of Investigation, on _____ of _____, 1845, being Nos. 1, 2, and 3, in order that the charges therein made may be proved.

Richmond Street, 1st July, 1845.

(Memorandum by Dr. McCaul, appended to the above.)

"There was received at the same time a similar note, with extracts from the evidence of Dr. Gwynne, calling on him to prove the charges made in his answers, Nos. 17, 19, 20, and 21.

"The document was sent to Dr. Gwynne, with a request that he would transmit his answers to the Chairman of the Committee. The following is a copy of his note in reply":—

SIR,

I have the honor to acknowledge the receipt of your letter of the 2nd instant, enclosing certain questions proposed by Mr. Hawkins, relative to the evidence given by me before the Committee of Investigation, with a request from you, on the part of the Committee, that I should transmit to you my evidences, &c.; and in reply I beg to state, that in placing the Committee appointed by the Council to "investigate the irregularities committed in the Bursar's office," in possession of the information contained in my evidence, my object was to enable the Committee to form a just estimate of those irregularities, and of the parties implicated by them. As far as Mr. Hawkins is concerned that object is already fully attained, if I may judge from expressions which have fallen at different times from yourself and the other members of the Committee; and as I cannot acknowledge in Mr. Hawkins, competent authority to interrogate me, I must at present decline producing for his satisfaction proof in confirmation of my evidence, the more especially as that evidence does not appear to have any particular relation to himself.

I have the honor to be,
&c., &c.,

(Signed,) WM. C. GWYNNE.

Professor McCaul.

July 3rd, 1845.

Memorandum by Dr. McCaul:—"On July 4th. Mr. Hawkins was verbally informed that Dr. Gwynne had declined answering the questions sent."

Memorandum by Dr. McCaul:—"On the same day (July 2nd) a similar note was addressed by the Chairman of the Committee to Mr. Lewis, to which he replied in the note marked (*)."

After the receipt of the letter of 5th July, from Mr. Hawkins, the Chairman addressed a note to Dr. Gwynne, with the questions proposed by Mr. Hawkins, of which the following is a copy":—

SIR,

On the part of the Committee of Investigation I enclose herewith a paper containing questions proposed by Mr. Hawkins on the evidence given by you. It is right to acquaint you that on receiving

Appendix
(E.E.E.)

31st July.

your note of July 3rd, I informed him that you had declined answering the questions previously transmitted.

I have, &c., &c.,
(Signed,) JOHN McCaul.

(Copy of Mr. Hawkins' letter, enclosing questions referred to in the preceding note.)

RICHMOND STREET,
TORONTO, 5th July, 1845.

REVEREND SIR,

I herewith send questions to be transmitted to his Lordship the President and Professor Gwynne. With reference to your statement of yesterday, that Dr. Gwynne had declined to prove the charges made by him on the 18th of April, being Numbers 17, 19, 20, and 21, of that examination, I beg leave to state that it is my desire that that gentleman should have the opportunity of proving the whole of his charges against me. I therefore trust the Committee will transmit the questions now sent.

The questions which I send for his Lordship to reply to, I have endeavored to draw up in as respectful a manner as possible; and should there be any deficiency on that account, I shall feel both happy and obliged if the Committee will point it out in order that I may have an opportunity of putting it right before sending the questions to his Lordship.

I beg also to state that it is not only my wish but my desire to put my questions to the members of the University in as respectful a manner as I am capable of doing. I would respectfully request that those submitted may be communicated to his Lordship the President.

I have the honor to be,
Reverend Sir,
Your most obedient humble Servant,

(Signed,) HENRY HAWKINS.

Memorandum by Dr. McCaul:—"Subsequently (to last note of Dr. McCaul) the Chairman had a formal interview with the President, and also with Dr. Gwynne, on the subject. He then addressed the following note to Mr. Hawkins":—

SIR,

I have to acquaint you that the President and Professor Gwynne have declined answering the questions which you sent to the Committee on July 5th. His Lordship's objections to comply with your request were, I understand, that the answers would require a minute examination of the College records, for which he could not spare time; that he did not perceive how they were necessary for your defence; and that he did not feel himself under any obligation to take part in the matter.

Dr. Gwynne at present declines, as he cannot acknowledge in you competent authority to interrogate him, more especially as part of his evidence does not appear to him to have any particular relation to you.

I have also received an answer from Mr. Lewis, to whom I transmitted your queries, of which you can at any time have a copy.

I have the honor,
&c., &c.,
(Signed,) JOHN McCaul.

July 16th, 1845.

(Copy of Letter from Mr. Lewis.)

(*) KING STREET, TORONTO,
7th July, 1845.

REVEREND SIR,

I have to apologize for not before answering your note of 2nd instant, but an unusual press of business at the present moment must plead my excuse. In reply, however, I beg to observe, that when called upon by the Committee of Investigation to answer certain questions put to me by them, I simply stated facts as they had been stated to me, and come partly under my own observation; for the proof of what I asserted, I understood it was the intention of the Committee to apply to the parties who occupied or had occupied the lots I mentioned in my memorandum, and it certainly appears to me that this would be the only satisfactory way, for any assertion that I may now make can only be a reiteration of those already made, and may be followed by a similar demand of proof, which of course can only be obtained by assembling the parties and examining them on oath. For myself I can only observe, that should I be called upon in a Court of Justice to swear to what I have stated to the Committee as being the truth, to the best of my knowledge and belief, I shall be prepared to do so.

I am, Sir,
With respect,
Your obedient Servant,

FRANCIS LEWIS.

RICHMOND STREET, 16th July, 1845.

Mr. Hawkins begs to enclose to the Rev. Dr. McCaul, for the information of the Committee of Investigation, the following documents, and to state that others bearing upon his defence shall be transmitted in a day or two:—

- No. 1. Copy of Affidavit of Joseph B. Clench.
2. do. Certificate of James Fitzpatrick, Esq.,
3. do. Affidavit of Robert Longhead.
4. do. do. of John Pool.

Note by the Commissioners:—Of the above documents Nos. 1, 2, and 4, are testimonials as to character, setting forth the general propriety of Mr. Hawkins' demeanour and conduct in the College office, as observed by these parties, in their intercourse with him, when transacting business, &c. &c.

The document No. 3 is, if genuine, one of greater importance than any of the others, as it bears upon Mr. Hawkins' defence; it is therefore inserted by the Commissioners.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

(Copy, 3.)

31st July.

District of London and County of Middlesex, to wit:

Whereas, Robert Longhead, of the Township of London, came before me, and maketh oath on the Holy Evangelists and saith, that during the time that said Deponent held that lot, No. 11, in the 3rd concession in the Township of Albion, which he had bought from the College Department, that he had to call several times to the said office and always found Mr. Hawkins kind and civil, and always ready to favor me in every way in his power with proper regard to the interest of the College; and Deponent further saith that he had offered said lot for sale for a long time before he traded with Hawkins; that a bargain was nearly concluded between him and William Proudfoot, Esq., of the Bank of Upper Canada; but the land the said Proudfoot had, he did not like the location. When one evening said deponent met Mr. Hawkins near the City of Toronto, when on his way into Town, said deponent told Mr. Hawkins how that he was about to sell said lot in Albion to Seth Wilson or said Proudfoot, before he would return from town.

When then on the road into town he and Mr. Hawkins made a trade between said lot, and one which Mr. Hawkins had near London; and deponent solemnly declares that the trade was made between us in a straight forward manner and just, between man and man, as is customary in this country; and he considers Mr. Hawkins a fair and upright man in his situation in said office, and kind and civil and obliging to me at all times when he called there on business.

Sworn before me, this second day of June 1845, at London.

(Signed,) J. GOODHUE, J. P.

RICHMOND STREET, 18th July, 1845,

REVEREND SIR,

I beg to acknowledge the receipt of your note of the 16th instant, in which you state that the President and Professor Gwynne have declined to answer the questions which I sent to the Committee on the 5th instant; also stating that you have received an answer from Mr. Lewis, in which he declines proving the charges made by him against me; a copy of which you have permitted me to make.

As hitherto I have in every case failed in my endeavours to make my accusers prove the charges which they have preferred against me, and to obtain answers to my interrogatories from members of the University, I conceive it perfectly useless for me to continue my defence before the Committee. It was my intention to examine the Bursar upon the charges which he made against me, particularly the one which was made the grounds for suspending me.

I may, however, have occasion to bring this subject up in a different manner, and before a different tribunal. Allow me to request that I may be permitted to take a copy of the report of the Committee before it has been submitted to the Council.

I herewith send you copies of the following documents.

- No. 5. Affidavit of William James.
6. Certificate of William Selby.
7. Affidavit of William Richardson.
8. Certificate of Robert James, Senr.
9. Certificate of John James.
10. Certificate of William Nichols.

The documents, of which the above are copies, are in my possession, and will be produced to the Committee should they desire it.

I have the honor to be,
Reverend Sir,
Your most obedient Servant,

HENRY HAWKINS.

NOTE BY THE COMMISSIONERS:—(The above named documents are similar to Nos. 1, 2, and 4, being testimonials from persons who had transacted business frequently in the College office; and as they do not otherwise bear on the case, they are omitted.)

Mr. Hawkins, with the permission of the Rev. Dr. McCaul, begs leave to send the copy of a certificate made by G. S. Boulton, Esq., in addition to others, of a similar nature, already sent:—

RICHMOND STREET, 31st July, 1845.

11. I certify that I have, for many years, known Henry Hawkins, late senior clerk in the Bursar's office of King's College University. That I have purchased lands of the University. That I have on that account transacted business with Mr. Hawkins at the said office. That I have on many occasions, on my own behalf, and on behalf of many others, called at the said office, to make inquiries respecting lands, and to pay monies thereon. That I have, for the last seven years, almost entirely transacted such business with Mr. Hawkins.

I never knew Mr. Hawkins to do anything to the prejudice of the College; neither have I ever known (or heard till after he left the office) that he behaved himself improperly towards the purchasers or tenants of the College lands. He always answered my questions with the greatest readiness. I, at all times, found him attentive and obliging; and he seemed to me to be very desirous in the furthering of the interests of the University.

I further certify, that I considered Mr. Hawkins an efficient person in his situation in said office. His knowledge of the estate of the University, as well as his general acquaintance with the business of the department, induced me to think that he was a valuable servant of the University.

Given under my hand, at Toronto, this thirtieth day of July, 1845.

(Signed,) G. S. BOULTON.

(Copy of a letter from John Graham.)

TORONTO TOWNSHIP,
21st August, 1845.

SIR,

Might I beg of you to take the trouble to present the enclosed petition to the Council at its first sitting.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

You know more concerning the matter than any of the other members; and as I rely on the justice of my claim, and the integrity of the Council, I indulge a hope that my prayer will be granted.

I remain, Sir,
Your obedient humble Servant,

(Signed,) JOHN GRAHAM.

To Dr. McCaul.

(Copy.)

To the President, Vice-President, and Council of
King's College.

The Petition of John Graham, of the Township of Toronto, humbly sheweth: That lot No. 15, in the second Con. east of Centre Road, was bequeathed to him by his late father, on condition that petitioner would support his widowed mother. In the year 1819, petitioner's father got a grant fee ticket of the lot from the Crown, which petitioner is informed is equivalent to a lease. After petitioner's father's death, his Executors heard that it then belonged to the College. They went to the office and tendered the rent and purchase money. Colonel Wells replied that they expected therewith the other lots from the Crown, but as yet the transfer was not made out, and he did not feel justified in taking any money on the lot; but as soon as it would be transferred he would let them know by letter. This the Colonel forgot to do. However, the Executors understood the College had become possessed of it, and they sent my brother, seven or eight years ago, to inquire. He (petitioner's brother) was told by a clerk, (a Mr. Hawkins,) that the lot did not belong to the College.

After this, petitioner nor his friends could hear nothing more of it, as petitioner was informed this clerk was the only person from whom he could seek any information. Some time after, one of petitioner's neighbours got a deed for part of the East end, which proved that the clerk had been mistaken.

My brother and cousin, in behalf of petitioner, called at the office, in July, 1843, and then made an arrangement to purchase; the rent and an instalment were to be paid as soon after harvest as the wheat could be got to market.

Petitioner was well satisfied with this; but to his utter astonishment an ejectment was served on the second of August, not quite four weeks after the arrangement was made. On the first of the following month (September) my brother tendered the rent and part of the instalment, when Hawkins told him he would take no money, as the place had gone out of petitioner's hands. After the ejectment was served, a petition was forwarded to your Honorable Council, which petition, petitioner believes was never presented, although it was returned, accompanied by a letter from the Bursar, stating that the Council would have nothing to do with it.

Petitioner then consulted a Lawyer, who advised him to enter a defence against the process of ejectment; plaintiff's Counsel tried to make it appear that petitioner wished to defraud the College of its rights. This petitioner solemnly declares he never had the most distant idea of; and would appeal to Mr. Dugan for a corroboration of this assertion.

Appendix
(E.E.E.)

31st July.

Petitioner would beg to say that he can get every thing herein stated proved upon oath, and confidently hopes that your Honorable Council will see that petitioner has been unjustly treated by Hawkins, and that he, petitioner, has the right of pre-emption to the lot, which will justify your Honorable Council in revoking any sale which may be made, and that you will grant petitioner a deed on the usual terms; and, as in duty bound, Petitioner will ever pray.

(Signed,) JOHN GRAHAM,
West half lot 15, 2nd Concession East Toronto.

(Copy of a letter from Professor Croft to the Reverend Dr. McCaul.)

Sir,

As you were kind enough to inform me that my name had been mentioned in the evidence taken before the Committee in relation to the Post office accounts, I beg leave to send you, in explanation, the following particulars:—

As soon as I arrived in Toronto, I ordered a box (No. 288) at the Post office, and requested the University Messenger to fetch my letters for me. Beyond my English letters, all of which are pre-paid, and those from Macpherson & Crane in Montreal, on College business, I do not think I have received six letters since I have been in the country. On making enquiries some time since at the Post office, I could obtain no private account, as they had been in the habit of putting my letters at once into the University box: but as all my letters excepting those on College business, have been prepaid, the University could have been at no expense on my account, excepting for some magazines, all of which were in my possession with the postage marked on each. I calculated the amount, which was 12s. 1d. and requested Dr. Boys to receive it, which he, however, refused to do, stating that he had no orders to that effect.

The mistake has arisen from the neglect of the Clerks in the Post office.

I have the honor to be,

Sir,

Your very obedient Servant.

(Signed,) HENRY CROFT.

EXTRACTS from Notes and Memoranda of Mr. F. ROGERS, Chief Accountant to the Commission, made during the progress of his work of compiling the Commission Accounts for the second period; illustrating the management of the King's College office, and the nature of the difficulties encountered in the general work.

An error of 10s. in carrying the accounts forward occupied me a considerable time in checking and rechecking my own work to find it; for as the account in question is a very simple one, and not written up in a hurry, the Bursar's own book was the last to be looked to for it; in our books the De-

Appendix
(E.E.E.)

bentures and interest accruing had been separated and classified. (Small Investment Book, pp. 107, and 109.)

11th July.

On the Debit and Credit sides there is a sum of £15, interest on Debentures, not included in the additions at the foot of the page. The sum of £15 was evidently inserted after the column had been added up. In trying a balance of cash receipts for the year 1840, from Dr. Boys' Rough Cash Book and our Journal, there were of course £15 more in our books than in the Bursar's. This error cost a great deal of anxiety and trouble, and was only found by adding up every page of the Bursar's Cash Book, and then in the last page for 1840, and nearly the last entry. (Bursar's Rough Cash Book, No. 1, pp. 83-84.)

On the 27th March, 1840, there is an entry on Debit side of Cash Book, to Credit of Messrs. Thos. George Ridout and John Radenhurst, of £750, each amount of note, and interest £146 11s. 9d. On the Credit side of Cash Book, and to the Debit of the same parties, is a sum of £875 on loan.

The former sum, £750, and interest, £146 11s. 9d., formed part of the notes handed over to King's College by the Bishop of Toronto, as security for the loan granted him by the Council. In the above arrangement the Council increase the loan by £125 to each of the parties, and dispense with the important primary security, namely, the endorsement of the Bishop. (Rough Cash Book, No. 1, p. 26.)

It may not be deemed improper to mention, that with regard to the mortgage taken from Mr. Radenhurst, as security for his loan, no interest was paid to the College till August, 1843, a period of three years and five months. At this date the back interest was paid up in full, after which it accumulated to the sum of £166 11s. 2d., due 1st September, 1846; it was then added to the original loan of £875, making a total of £1041 11s. 2d. An account to this effect was rendered, 2nd September, 1846. Since this date the account has been kept in pencil. (Ibid, p. 26.)

In the Ledger is a pencil credit of £1041 11s. 2d., without any date; also, pencil credits, Oct. 5th, no year, "By lots, £236," but no mention where they are situate; also, a pencil credit, Oct. 5th, £9 10s. in cash; and Dec. 26th, "By another lot, (in pencil,) £120," since which no account has been kept. (Private Ledger, Vol. I., pp. 201, 203, 225.)

With reference to Mr. Thos. George Ridout's loan, £875, 27th March, 1840, secured by mortgage, the unpaid balance of interest due 1st January, 1842, was £26 5 0
 Due, January, 1843 78 15 0
 Do 1844 131 5 0
 Do 1845 183 15 0

On the 31st March, 1845, balance of interest unpaid amounted £196 17s. 6d. On 26th May, 1845, Mr. Ridout paid the sum of £210, thereby discharging the interest up to 30th June ensuing. This payment was the first made since 2nd July, 1841, a period of three years and eleven months. From 30th June, 1845, to 30th June, 1848, three years' interest, £157 10s., accrued, and was paid, 25th January, 1849. On 31st of the same month, a balance of interest, £78 15s., stands against this account.

Appendix
(E.E.E.)

31st July.

Adam Shields.—West half 11, 6 Hawkesbury West, is credited with £11 19s. 9d. In the Rent Ledger, Vol. I., p. 129, the Credit is, on the same date, £8 18s. 9d., for the same party and the same lot. (Rent Cash Journal, p. 29.)

April 29th, 1840.—Sidney Warner, of 11 in 4 Portland, is credited £6 13s. 9d. In Rent Ledger, Vol. I., p. 245, this entry stands £6 15s.

Dec. 5th, 1839.—Joseph Fitch, North half 23, 5 Rawdon, is credited £2 5s. for rent; cannot find from what source the credit came. (Rent Ledger, Vol. I., p. 333.)

There is a credit to lot 34, 9 Pickering, 9th December, 1837. There is no foundation for this credit. (See Commissioners' Doubtful Entries Book, fol. 113, £15 14s.)—(Rent Ledger, Vol. I., p. 113.)

The credit to lot 24, 4 Clarke, is £1 15s., Sept. 15th, 1836. In the Rent Cash Journal, same date, the credit is given as £2. (Ibid, Vol. II., p. 469.)

In taking balance of footings of Dr. Boys' Rough Cash Book, No. 1, from the 13th July, 1839, to 31st December, 1840, on the Doctor's side, the following sums which appeared in our books, were not found in Dr. Boys' Rough Cash Books for the above period, viz:—

Instalments.....	£374 14 9
Interest.....	125 10 5
Rent.....	73 10 0
	£573 15 2

—(For details see Commissioners Rough Sheet, A.)

The above sums may, probably, be brought to account at some future period, a fact that cannot be determined, till the discrepancies found by Mr. Meredith, (Commissioners' clerk,) in his examination of the Sales Ledgers, and the Cash Books, be completed.

At the foot of each of the pages noted on margin, the Bursar debits and credits cash with the same amount £1704 6s. 6d. without any seeming purpose in so doing. (Rough Cash Book, Vol. I. pp. 11-12.)

From 13th July to 31st December, 1839, no charge was made to the Bank of Upper Canada for monies paid in, nor any credit allowed for sums paid out. In checking the pass-book of the Bank for the above period, we found that the Bank had given credit for £173 9s. in various sums, at different dates, and we could not find corresponding sums charged by the Bursar, as being paid in. On checking the receipts of payments, from 13th July to 31st December, 1839, in the Bursar's Rough Cash Book, No. 1, as per margin, we found £170 8s. 3½d. received in various sums, and at different dates, more than was accounted for by expenditure, or by the balance on hand, which left a difference of £3 0s. 8½d. in favour of the University, but on 22nd October, 1839, the Bank charges a check, favor of Dr. Boys, for £3 0s. 10d., thereby squaring the account within three halfpence. (Ibid, Vol. I. pp. 11-12.)

Upper Canada College is credited, February 22nd, 1841, with £1 10s. This credit is afterwards annulled, 21st July, 1841, (Ibid p. 104.) On 22nd February, 1841, it is stated that this sum had been

Appendix
(E.E.E.)

31st July.

already credited, but when or where is not mentioned. (Ibid, Vol. I. pp. 97, 104.)

July 16th, 1840.—The Bursar credits Upper Canada College with £6 12s. 0d.

June 10th, 1841.—The Bursar again credits Upper Canada College with the same sum, to rectify an error in the abstracts. (Ibid, Vol. I. pp. 49, 121.)

May 13th 1841.—John Wilson, West 1/3, in 5 Toronto, W. Hurontario street, is credited with £20, for instalment. On 23rd August, 1841, the same person is again credited with the same sum for instalments, with a view to correct an error in the abstracts. (Ibid, Vol. I. pp. 115, 139.)

Reverend George Maynard is here charged with salary, as belonging to King's College, instead of Upper Canada College. Errors of this sort give rise to cross entries in our books. (Ibid, Vol. II. p. 46.)

October 12th, 1842.—Ephraim Stein paid the sum of £11 13s. 9d. for rent on North-west quarter 3, in 3, Toronto, West Hurontario street, and the Bursar states, that this was an over-payment of £2 13s. 9d. At page 356, this over-payment is returned, but not to the party who paid it. It is charged to W. H. Paterson, of another portion of same lot, namely, the South-east quarter. (Ibid, Vol. I. pp. 239, 356.)

The amount stated here, as security by mortgage, on Farr's mills, on 20th December, 1842, is £2,400. On 20th October, 1848, the mortgage was discovered to have been drawn for £2,642, an amount of interest having, unknown to the Bursar, been added. This mortgage was part of the security taken from Colonel Wells. (Ibid, Vol. I, p. 344.)

June 2nd, 1843.—On the debit side of Cash, King's College loans and debts are credited with Mr. G. A. Barber's balance of default, £528 2s. 5d. Same date p. 387, King's College incidentals are charged on credit side of Cash, with the same sum, £528 2s. 5d. Again at pp. 406-407 on debit side of Cash, King's College incidentals are credited with £528 2s. 5d.; and Upper Canada College incidentals are credited with the same sum; being that referred to above, G. A. Barber's balance of default. (Ibid, Vol. I, pp. 386-387.)

September 6th, 1844.—Upper Canada College is here credited with £528 2s. 5d., and King's College loans and debts are charged with the same amount. (Ibid, Vol. II, pp. 63-64.)

With reference to the above mentioned entries, I would remark, that the whole of them are uncalled for. The matter belonged to Upper Canada College, and profit and loss of Upper Canada College debit to G. A. Barber, would have been the proper entry to square the account, without any reference to King's College accounts in any way. This sum of £528 2s. 5d. due by Mr. Barber to Upper Canada College, was a dead loss; Mr. Barber being freed from the liability by an order of the College Council. (Minute Book, Vol. II, p. 259.)

June 18th, 1842.—John Clark, com. 11, Dunwich, is credited with £18 15s. for instalments, and is charged back with the same, June 30th, 1842; and the Bank of Upper Canada is credited as paying the same. (Rough Cash Book, Vol. I, pp. 305, 310.)

Sept. 9th, 1842.—The same party and lot as above is again credited with £18 15s., and Bank of Upper Canada charged with check for the amount cancelled. I therefore presume the first credit, June 18th, 1842, to be correct, and the others superfluous. (Ibid, p. 412.)

September 30th, 1843.—Upper Canada College is charged with salary paid Rev. C. Matthews, £126 13s. 4d.; and the Bank of Upper Canada is credited with payment of same. May 9th, 1844.—In Rough Cash Book, Vol. II, p. 29, Upper Canada College is credited with the above £126 13s. 4d., as not having been paid; and the Bank of Upper Canada is charged with a check for the same amount. This arrangement of the Cash account is objectionable, as affording opportunities for irregularities. (Ibid, Vol. I, p. 416.)

January 15th, 1844.—Upper Canada College is credited with dues from Mr. Duffy, £122 4s. 4d., and Bank of Upper Canada is charged therewith; (Ibid, Vol. I, pp. 450-451;) and

Feb. 10th, 1844.—Upper Canada College is again credited with £122 4s. 4d., and Bank of Upper Canada charged with the same. On June 30th, 1844, Upper Canada College is charged with £122 4s. 4d., and Bank of Upper Canada credited with the same. (Ibid, Vol. I, p. 458.)

Dec. 8th, 1843.—The Library is short-charged with (Rough Cash Book, Vol. I, p. 437,) £1 10 0 Library is charged with (Vol. II, p. 6,) 1 10 0 Library is credited with (Do p. 91,) 1 10 0

Dec. 2nd, 1844.—A credit of £8 10s. 5d. appears to Josh. Wood, 21 in 1 Eramosa, for instalment. The word "Instalment" is erased, and again inserted, and as such was posted by us. (Ibid, Vol. II, p. 85.)

March 10th, 1845.—The above is again credited with £8 10s. 5d. "Interest," and charged the same for instalments.

January 31st, 1845.—There is a credit to John and Daniel Brenneman, together amounting to £25 6s. 6d. (Rough Cash Book, Vol. II, p. 111.) The Bursar states that this sum is part of £371 13s. 2d., received from Mr. Small, on 5th May, 1845 (observe the dates). Mr. Small is charged with this amount, January 31st, 1845. (Ibid, p. 110.) On 5th May, 1845, the Bursar credits Mr. Small with the sum of £371 13s. 2d. (Ibid, p. 147,) which he says is to be accounted for, and which is accounted for in two places; namely, he accounts for it on the same day he credits Mr. Small with the amount in question, and also on the 26th July, 1845; (Ibid, p. 175;) on the latter day the Bursar charges Mr. Small with..... £294 4 0 Which, with the charge on the 31st January, 1845, Cash from the Brennemens..... 25 6 6

Amounts to..... £319 10 6

This sum, £319 10s. 6d., deducted, as charged to Mr. Small, from the amount credited, say £371 13s. 2d., leaves a balance (a false one) in Mr. Small's favor, of £52 2s. 8d.

It appears from a memorandum in ink, (Ibid, p. 175,) attached to the credit of £371 13s. 2d., (pp. 147-148,) that the sum of £36 19s. 5d. paid by Alexander Rennie, and £16 by James Hamilton,

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)

31st July.

together with £52 19s. 5d. should be credited to Upper Canada College, (see Rough Cash Book, Vol. II., p. 175,) and that the Brennemens, (it does not say which of them,) should be made debtor to Mr. Small for 16s. 9d. short paid. (See 31st January, and 5th May.)

Altogether, these entries are very troublesome. Mr. Small has credit for what should be (but is not) credited to Upper Canada College, and which of the Brennemens pays short we do not know. (Rough Cash Book, Vol. II., p. 147.)

July 4th, 1845.—Mr. Whitehead, of Port Hope, is credited with £13 10s., instalments. (Ibid, p. 165.)

February 4th, 1846.—Mr. Whitehead is charged with the same amount. (Ibid, p. 250.)

February 16th, 1846.—Mr. Whitehead is again credited with £13 10s., same payment as above; (Ibid, p. 253;) and the Bank of Upper Canada is now for the first time charged as receiving the above.

February 23rd, 1846.—Mr. Whitehead is again charged with the identical sum of £13 10s., making altogether five entries.

There is an entry here (Ibid, Vol. II., p. 395) of the purchase of some property in Hamilton from W. H. Boulton, Esq. The Bursar, on the credit side of the Cash Book, charges Investments with the property; and on the debit side of Cash he gives W. H. Boulton credit for principal with interest on Wadsworth's mortgage, amount £279 17s. 6½d.; also, cash, purchase money, and interest, on lot 20, 9, Markham, amount £347 6s. 3d.; and gives Investments credit for Debentures sold to W. H. Boulton, £4827 18s. 9d. These entries are entirely misplaced; they should not have appeared in the Cash Book, for no cash passed in the transaction between Mr. Boulton and the College.

The credit to Mr. Boulton for the Wadsworth estate amount was for cash, not received by the College, but by Mr. Boulton, and retained by him. The credit on lot 20, 9, Markham, was, in a manner, giving a receipt in full for payments which had never been received. With regard to the Provincial Debentures handed over to Mr. Boulton, as part payment of the property in Hamilton, no notice is taken of the interest accruing thereon, £32 13s. 11d., to date of transfer.

In checking the pass book of the Bank of Upper Canada, I, however, found a Credit to the University, of £22 6s. 6d. paid into the Bank under the name of Mr. Boulton, on 15th April, 1847. The Bursar was unable to give me any satisfactory explanation of this subject.

December 4th, 1848, on debit side of Cash Book the Bank Upper Canada is credited with paying check 632,

John Ridout.....	£45	16	11
633, Burchall.....	5	12	6

£51 9 5

On Credit side of Cash, same date, there is a check, King's College insurance.....	£ 4	2	6
Upper Canada College.....	36	1	11
Bursar's salary.....	11	5	0

£51 9 5

—(Ibid, Vol. III., pp. 119-120.)

Appendix
(E.E.E.)

31st July.

In the Bursar's account, Private Ledger, the above sum £11 5s. does not appear to his debit.

October 4th, 1849,—Josh. A. Keeler is debited, and credited for interest and instalments received from him in 1844 and 1845. (Ibid, Vol. III., pp. 197-8.)

At the end of the Rough Cash Book, Vol. III., there is a statement in detail, of amounts charged to deposit account. With reference to this account, I would remark, that the Bursar received sums of money from various parties, and at the time of receiving them, was not certain who were the proper parties to credit; and that previous to opening this account the funds used to accumulate in his hands to a considerable amount. (see Rough Cash Book p. 59.) On 3rd April, 1849, the Bursar debits cash with £16 10s. stated to be for interest on deposits. Dr. Boys informed me, that it was for interest on sums of money lying in his hands. (Ibid, Vol. III., end.)

In pencil at the top of the page, there is a statement of two sums received, £7 10s. in 1842, and £12 10s. in 1845, which are said to be brought to account, April 1850.

Memorandum:—In going over the Rough Cash Book, Vols. 1st. 2nd. and 3rd. I found error or omissions as follows, viz:—

In Vol. 1,.....	47.
“ 2,.....	51.
“ 3,.....	4.
Total,	<u>102</u>

I mention these facts merely to show the Commissioners, the trouble which these errors, (small as they may appear in detail,) have caused in entering the cash in Journal, and in finding the balance thereof, from July 13th, 1839, to 31st December, 1849.

Patrick Purcell, E. ½ 6, in 5 Bastard, 10th May, 1844, by Cash £2 17s. 6d.

In the Rent Cash Journal, p. 67, the above is brought to account, as King's College Rent.

In Rough Cash Book, Vol. II., p. 29, it is posted Upper Canada College Rent.

Joseph Paterson, 1 in 11, Trafalgar, N. S.:—1849, November 12th, Credit, by Cash ... £5. 0. 0. As per Rough Cash Book, Vol. III., p. 213.

Memorandum:—The above was not in the Sales Ledger, when I transcribed the entries into our Journal, but has since been added in pencil.

Peter Gardner ¾ 12, North side Bleam's Road, Wilmot, 1847, July 15th:—

Credit per Sales Ledger.....	£29	0	6
“ per Cash Book, Vol. II.....	30	14	0

Wm. Forster, 6 in 9, Gore of Toronto, Sales Ledger Vol. III., p. 830:—A pencil memorandum (nearly effaced) states, that W. F. paid, 24th December, 1845, £2 1s. more than Credit is here given for (in Cash Book, Vol. II., p. 371.) Mr. Cochrane, a University clerk, affixes a query, viz:—“Did Forster over-pay this £2 1s. 0d.?” The Bursar writes underneath. “He did over-pay Mr. Cochrane.”

Appendix (E.E.E.)

31st July.

Richard Stevens, South ½ 5, in 5, Cramahe :—
 Sale No. 752, Sales Ledger, No. 3, p. 670, 1847, February 22nd, is Credit for purchase..... £ 1 11 6
 Interest..... 0 13 4
£2 4 10

1847, Feb. 22.—Credit per Rough Cash Book, 2. p. 373 :—

Instalments £1 4 6
 Interest..... 0 0 6
£1 5 0

And here it is stated that he paid more, £3, of which £2 17s. 10d. is brought to account, the difference, called 2s. 3d. is sent him with his deed.

The above presents the discrepancies as seen on the same date, between Sales Ledger and Cash Book, but it is impossible to give an idea of the confusion of this account. The word "Sale," and the figures "725," are drawn through with ink, and pronounced "incorrect." See page 670, corrected account.

The credits for instalment..... £1 4 6
 do Interest..... 0 0 6

22nd February 1847,—agree with the Rough Cash Book.

In the corrected account, p. 670, the credit on same date, is for Instalment..... £1 11 6
 Do Interest..... 0 11 4

In p. 725, Ledger above, there is a credit of £2 17s. 10d., date, July 12th, 1847, stated to be balance in full; memorandum attached, "over-paid, £1 18s." In the corrected account, p. 670, no mention is made of this sum; the account is squared off without it, and in Cash Book, II., p. 423, 12th July, 1847, Richard Stevens, 5 in 5, Cramahe, is credited £2 17s. 10d.

Wm. Barrett, 11, B. Ft. Hope, Sales Ledger III., p. 476, 1843, May 24th, credit Instalments..... £22 6 0
 Do. for Interest 24 17 0

The above items appear in Rough Cash Book, Vol. III., p. 159, under date 3rd April, 1849.

Michael Karrer, Sales Ledger, Vol. III., p. 554, 1849, November 10th, credit for Interest, £1 12s. 6d.

In Rough Cash Book, Vol. III., p. 213, same date, is credited £1 18s. 7d.

W. Anderson, S.E. and N. part 21, in 3, Whitby, 1847, June 8th, is credited in Cash, Interest £9 17 0
 Do Instalment 33 18 0
£43 15 0

Not in Sales Ledger:

C. & P. Morrow, 11 in 3, Mountain. Sales Ledger, No. 4, Sale No. 1117.

Appendix (E.E.E.)

31st July.

Here the back-rent was added to purchase, and the first payment on account, (See Ledger,) June 11th, 1847, says:—

1st Instalment..... £37 5 6

The Rough Cash Book, Vol. II., p. 411, 1847, June 11th, says:—

Purchase..... £25 0 0
 Rent 12 5 6
£57 5 6

Memorandum :—Our entry had been made from the Sales Ledger, as above. The discrepancy was discovered on checking the one College Book against the other, a process evidently never attempted in the University Office.

In Rough Cash Book, Vol. II., p. 37, 1844, June 10th.—John Freeman is credited on North-east quarter, 15 in 2, Woodhouse, £9, for King's College interest. 1844, June 12th.—H. Elliott is credited on 2 in 7, Wolford, £50, for King's College instalments.

Memorandum :—Both the above lots are found to belong to Upper Canada College.

REPORT of Mr. F. ROGERS, to the King's College Commission of Inquiry on the imperfect state of the accounts in the Private Ledgers.

NELSON STREET,
 TORONTO, 17th December, 1850.

To the Commissioners of King's College Inquiry :

GENTLEMEN,

I beg leave to report that I have met with several accounts in the Private Ledgers of King's College University, that entirely consist of pencil marks, on the credit side; some of which are nearly obliterated. I have made a memorandum of the same at foot, and should feel obliged by your advice as to the arrangement of them.

(Signed,) FRED. ROGERS,
 Secretary, K.C.C.

1st. Mr. Herschfelder, fol. 352, Ledger I., and 244, 246, Ledger II.

2nd. Mr. George Ridout, fol. 257, Ledger II., and onwards.

3rd. Mr. James E. Small, fol. 277, Ledger II., and onwards.

4th. Dr. Beaven, fol. 285, Ledger II., and onwards.

The credits of Dr. Beaven's account, consist of—Commons—Salary as Professor—Salary as Chaplain—Residence—Fees—(All in pencil, from 30th June, 1848, to 31st December, 1849.)

5th. Dr. McCaul, fol. 296, Ledger II., and onwards,—Rent—Fees—Salary—(In pencil, from 31st December, 1848, to 31st December, 1849.)

Appendix
(E.E.E.)
31st July.

6th. J. Cochrane's salary, folio 249, Ledger I., from 17th November, 1846, to 26th January, 1847, 71 days, at £175, per annum, £34 Os. 10d.

- 7th Mr. J. O. (or D.) Armour, folio 418, Ledger II., allowance.
- 8th. Mr. Fitzgerald, " 422, " "
- 9th. Mr. Meudell " 425, " "
- 10th. Mr. Grier, " 430, " "
- 11th. Mr. Huggard, " 445, " "

The Bursar's explanation of the preceding:—

" UNIVERSITY OFFICE.
" TORONTO, 30th December, 1350.

" SIR,

" I am sorry the great pressure of business at the present season should have prevented me from sending an earlier reply to your letter of 24th instant. The accounts which your Secretary has reported, as having the Credits in pencil are all of them of a nature requiring some consideration, before such credits can be inserted in ink. However, I am most anxious to finally close those accounts, and hope, within a few days, when this pressure is over, to give full attention to them.

" You will observe the sums advanced to the parties are all properly brought to account in ink.

" (Signed,) H. BOYS."

EXTRACTS from Notes and Memoranda of Mr. A. McINTOSH, one of the accountants to the Commission, shewing:—

RENT LEDGER COMPARED WITH RENT CASH JOURNAL.

Lot 18, 4th concession, Hawkesbury West, Rent Ledger, p. 124, (see Rent Ledger Vol. I., p. 124):—

Cash received, 1847, per R. C. J., £15 Os. 0d.

Not entered in R. L.

8, 5, Hawkesbury West, R. Ledger, p. 125:—

Cash received on account of half lot per R. L. p. 125, from James Hory.....£14 7s. 6d.

In R. C. J. pp. 96, 97.

And from J. Fitzpatrick, 1847 as per R. C. J. p. 99..... £2 6 6

Not entered in R. L.

15, 5, Hawkesbury West, Rent Ledger, p. 126:—

James Simpson paid, in 1841, as per R. C. J.....£64 7 6

Not entered in R. L.

June 1848, in R. L., p. 126:—

James Garland transferee of front three-fourths is credited in pencil with... £21 5 0

As paid to Mr. Small. Not in R. C. J.

18, 6, Hawkesbury West, R. L., p. 130:—

George Blaney paid, in 1847, £4 12s. 11d. and 10s. as per R. C. J. Not in R. L.

38, 3, Lochiel, Donald McDonald in R. L. p. 139, is credited, 16th August, 1845..... £ 9 5 7
The R. C. J. p. 78, 1845, has it..... 20 14 5

20, 2, Winchester, Simon Shaw, R. L., p. 147, per R. L., is credited (no date):—

By Cash paid to Mr. Small..... £36 5 7½

Not in R. C. J.

16, 6, Bastard, James Gallagher:—

Per R. L. p. 157, 25th May, 1845, is Credit..... £12 10 0

Not in R. C. J.

W. ½, 30, 1, Marlborough, James Dunn:—

Per R. L. p. 187, is Credit, August 18th, 1845..... £ 7 10 0

Not in R. C. J.

N. ½, 1, 3, Camden E, John Harry:—

In R. L. p. 205, Credit 6th October, 1845..... £19 17 6
In Rent Cash Journal, p. 80, only... £12 0 0

3, 4, Kingston, John Burke, R. L. p. 223, 1841, is Credit in Rent Cash Journal, p. 46..... £19 0 0

In R. L. p. 223, 1841, is Credit for over paid, to expiration of old lease..... £10 12 6

E. ½ 4, 7, Loughborough, R. Paterson, R. L. p. 240:—

Is Credit, 1843, in R. L. p. 240,.....£7 6 3
And interest,..... 0 3. 9

In R. C. J. p. 71, is Credit £7 10s. in 1844; but nothing in 1843.

2, 5, Wolfe Island, N. B. L., John McCarthy, R. L., p. 294:—

Is credited, 1847, in R. L., p. 262..... £6 15 0*
Do 1849, do do 1 2 6

In R. C. J. no credit is given in 1847; but in 1849 credit is given for..... £6 0 0

N.B.—The £6 15s. is credited correctly in our books to 2 in 5 S. B. Line.

66, 3, Ameliasburgh, George R. Way, R. L., p. 294:—

Is credited in R. L. p. 284, in 1843..... £16 16 3
In R. C. J., p. 63, he is credited only 2 3 9

John O'Sullivan and B. McAvoy, N.E. F & G, and part S. of H, Block K, Hallowell, are credited, 1848:—

December 11th, R. L., p. 309..... £6 11 0
Not in R. C. J.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

James McQuord, N. part of H, J, K, & L,
R. L., p. 310:—
Per R. L., p. 310, June 14, 1842, credited £8 0 0
In Rent Cash Journal, p. 51..... 30 10 0

N. ½ lot 9, 4, Murray, Enoch Harrington, R. L.,
p. 265:—
Credit per R. C. J., p. 44, 1841..... £15 0 0
Do do p. 80, 1845..... 20 0 0

In R. L, p. 265, only £20 credited.

16, 6, Cramahe, W. Phillips, W. ½, R. L.,
p. 387:—
Credit per R. C. L., p. 104, 1848..... £5 0 0

Not in R. L.

E. ½ 11, B. Haldimand, George Shields, R. L.,
p. 392:—
Credit per R. L., p. 392, Dec. 31, 1845, £19 5 0

Not in R. C. J.

W. ½ 5, 1, Haldimand, Daniel Williams, R. L.,
p. 395:—
Credit per R. L., p. 395..... £2 10 0

Not in R. C. J.

S. W. ¼ 34, 1, Haldimand, Nelson Mallory,
R. L., p. 397:—
N. 2, 1844, Credit per R. L., p. 397..... £2 0 0
per R. C. J..... 2 7 6

N. ¼ 24, 4, Haldimand, Reuben Crandall, R.L.,
p. 405:—
Credit per R. C. J., p. 45, 1841..... £15 0 0
Do do 61, 1843..... 10 0 0
Do do 70, 1844..... 15 0 0
Do do 73, 1845..... 7 10 0

Not in Rent Ledger.

E. ½ 28, 5, Haldimand, James Stewart, R. L.,
p. 409:—
Credit per R. L., p. 400, July 19, 1843, £5 0 0

Not in Rent Cash Journal.

N. ½ 9, 2, Hamilton, R. L., p. 415:—
Credit per R. L., p. 415, Oct. 24, 1845, £9 0 0
Do per R. C. J..... 8 10 0

S. ½ 16, 2, Hamilton, William Davis, R. L.,
p. 416:—
Credit per R. C. J., p. 102, 1846..... £3 15 0
R. L., p. 416, silent.

Remark:—£3 15s. is credited to N. ½, 1846, in
R. L., p. 417; but this sum in Rent Cash Journal
is for 1847. The two half-lots are squared in Rent
Ledger.

Appendix
(E.E.E.)
31st July.

15; 4, Percy, J. Tripp and J. Douglas, R. L.,
p. 432:—

Credit per R. L., p. 432..... £0 5 0

Not in R. C. J.

Memorandum:—Arrears due to Crown, £11 8 9
Do do K.C., 102 11 3

The above 5s. is the only payment.

21, 3, Hope, John W. Cleghorn, R.L., p. 445:—
Credit per R. L., p. 445, 1845..... £25 0 5
Do per R. C. J., p. 74, 1845..... 25 0 0

N. ½ 5, 5, Hope, Robt. Johnson, R. L., p 447:—
Credit per R. L., p. 447, Jan. 22, 1845, £1 6 3

Not in R. C. J.

S. ¼ 11, 5, Hope, R. Hoocy, R. L., p. 448:—
Credit per R. C. J., p. 50, 1842..... £3 16 3

Not in R. L.

N. ¼ 11, 5, Hope, John Hill, R. L., p. 449:—
Credit per R. C. J., p. 50..... £2 5 0

Not in R. L.

28, 5, Hope, S. Seaman, R. L., p. 451:—
Credit per R. L., December, 12th, 1842, ... £7 0 0

Not in R. C. J.

S. ¼ 24, 4, Clarke, J. Gifford, R. L., p. 469:—
Credit per R. C. J., p. 68, 1844..... £3 5 0

Not in R. L.

S. W. ¼ 24, 2, Pickering, Donald Munro, R.
L., p. 485:—
Credit per R. C. J., p. 118, 1849..... £11 0 0

Not in R. L.

24, 6, Pickering, Horseburgh and Hubbard,
R. L., p. 489-90:—
Credit per R. C. J., p. 37, 1841 £20 0 0
p. 54, 1842 20 5 0

Not in R. L.

N. ½ of S. ½, 34, 9, Pickering, R. L., p. 492:—
Credit per R. C. J., p. 66, 1844..... £1 15 1
per R. L. 1 15 0
Credit per R. C. J., p. 67, 1844..... 5 0 0

Not in R. L.

Credit per R. C. J., p. 88, 1846..... £2 10 0

Not in R. L.

S. ½ 3, 2, Whitby, L. Herriman, R. L., p 495:—
1843, Credit per R. L..... £4 0 0
Do do per R. C. J..... 5 0 0
1846, do per R. L..... 8 10 0
Do do per R. C. J..... 5 0 0
1849, do per R. L..... 6 0 0
Do do per R. C. J..... 5 0 0

Appendix
(E.E.E.)

31st July.

N. W. $\frac{1}{4}$ 15, 2, Chinguacousy, J. Snell, R. L.,
p. 508:—
Credit, 1849, per R. C. J., p. 116.....£5 15 0
Not in R. L. in ink; but entered in pencil.
S. W. $\frac{1}{4}$ 15, 2, Chinguacousy, F. Shetton, R.
L., p. 508:—
Credit, 1841, per R. L.....£3 10 0
The R. C. J. has this to credit of J. Snell, of W. $\frac{1}{2}$.
S. $\frac{1}{2}$ 9, 2, Toronto, E. H. Street, James Myler,
R. L., p. 521:—
Credit, 1841, per R. C. J., p. 42.....£2 12 6
In Rent Ledger as for 1840.
S. E. $\frac{1}{4}$ 12, 2, Toronto, M. Gillespie, R. L., p.
522:—
Credit per R. L., p. 522.....£1 6 3
Do R. C. J., p. 40..... 2 6 3
12, 4, E. H. Street, W. Irwine, R. L., p. 525:—
Credit, 1841, per R. C. J., p. 42.....£49 17 6
Do do do do 2 12 6
Not in R. L.
S. $\frac{1}{2}$ 3, 6, Toronto, Samuel Mellows:—
1841, credit per R. L., p. 626.....£3 15 0
Do per R. C. J., p. 46..... 29 2 6
W. $\frac{1}{2}$, and W. $\frac{1}{2}$ of E. $\frac{1}{2}$, Vaughan, C. McKinnon:—
Credit, November 24th, 1843, per R. L.,
p. 537.....£12 0 8
In R. C. J., stands to credit of E. $\frac{1}{2}$ of E. $\frac{1}{2}$, p. 64.
33, 2, King, J. B. La Chapelle, R. L., p. 540:—
Credit, 1847, per R. L., £30 15 0
Do do R. C. J., p. 90, W. B.
Robinson..... 32 12 1
W. $\frac{1}{2}$, 32, 2, Markham, G. Klinck, R. L., p.
544:—
Credit, November 12th, 1842, per R. L.,
p. 544 £3 10 0
Not in R. C. J.
N. E. $\frac{1}{4}$, Lot 33, 8, Markham, P. Milne, R. L.,
p. 548:—
1848, February 6th, credit.....£16 10 0
1845, March 1st, paid to Mr. Small.
Not in R. C. J.
N. E. $\frac{1}{4}$, 34, 9, Markham, Daniel Yeaks, R. L.,
p. 551:—
Credit, 1848, per R. C. J..... £1 17 6
Not in R. L.
N. E. $\frac{1}{4}$ 33, 8, Markham, Claus Mertens, R. L.
p. 547:—

Credit February 14th, 1844, per R. L.
p. 547..... £2 12 6
Not in R. C. J.
9, 6, Nelson, M. Carrigue, R. L. p. 582:—
Credit, February 17th, 1845, per R. L. £10 0 0
In R. C. J. p. 72, is to Credit of J. Milles of W. $\frac{1}{2}$.
S. $\frac{1}{2}$, 200 acres Block, H. L. Beverly, Hugh Mc-
Call, R. L. p. 586:—
Credit, 1841, per R. C. J.....£10 0 0
Not in R. L.
3, 5, Glanford, John A. Shafer, B. L. 592:—
Credit, 1845; per R. C. J. p. 75.....£ 2 10 0
Not in R. L.
4, Gore of Woodhouse, J. Gilbert R. L. p. 619:—
Credit, 1848, September 29th, per R. L. £42 0 0
Do do November 25th, per do... 42 0 0
1848, R. C. J. has only one.....£42 0 0
23, 11, Townsend, Jas. L. Green, R. L., p. 629:—
Credit, 1844, January 15th per R. L.....£24 0 0
1844 do do R. C. J. p. 65, £44 12 6
N. $\frac{1}{2}$, and S. W. $\frac{1}{4}$ 5, 8, Windham, R. L., p. 635,
M. Matthews and John Masecar:—
Credit, 1844, per R. C. J. p. 65.....£3 0 0
Not in Rent Ledger.
21, 7, Charlotteville, Alfred Andrews, R. L.,
p. 655:—
Credit, 1845, per R. C. J. p. 86..... £20 0 0
Not in R. L.
S. $\frac{1}{2}$, 10, 5, Norwich, John Lossing, R. L.,
p. 674:—
Credit, 1846, Ethan Clark per R. C. J. £29 10 0
Not in R. L.
17, 5 Yarmouth, H. Kester, &c.:—
Credit, 1845, October 6, per R. L. p. 692 £25 0 0
In R. C. J. p. 80..... 13 12 6
6, 6, Yarmouth, John Scott:—
Credit, 1843, October, 23rd, per R. L., £10 0 0
Do per R. C. J. p. 63..... 1 7 6
11, 1, Delaware, John Johnston:—
Credit, 1843, per R. C. J. p. 57..... £7 0 0
do do 59..... 3 10 0
Not in R. L.
E. $\frac{1}{2}$, 11, B. Hamilton, John Shields, R. L.,
p. 494:—

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

Credit per R. C. J. 31st December 1845. £19 5 0
do R. C. Book p. 333, it stands, George
Shields for same lot, date and amount; and in Rent
Ledger it stands,

George Shields, E. $\frac{1}{2}$, 11, B, Hamilton, same
date and amount.

NOTE BY COMMISSIONERS.

The foregoing notes and memoranda are a portion of those taken by Mr. Rogers and Mr. McIntosh, in the progress of their work of compiling and arranging the University accounts; and have been here introduced for the purpose of exemplifying the discrepancies and confusion of the University account books.

The Rent Ledger, as relates to the entries of Cash to Credit, of the various accounts comprised in it, is naturally supposed to be based on, and posted from the Rent Cash Journal, a book of arrangement, which should be intermediate between this Ledger and the Cash Book. It will, however, have been observed, that the entries in this Ledger are, in numerous instances, different from those in the Rent Cash Journal, for the same dates, and the same transactions; and the same transactions are sometimes recorded under different dates in each of these books; thus proving that the supposed natural and proper connexion between them is altogether illusory; and again the numerous entries in each, not found in its related book, shew that both are imperfect and quite unreliable.

Many of the notes and memoranda omitted from the above extracts, were so intricate in character, and exhibited confusion so very embarrassing, that their exposition would be useless; though the amount of trouble and research required for the correction of the errors and discrepancies was very great.

It cannot but be obvious, that the Commissioners, having derived the primary data of their accounts from such books, must have been subjected to much subsequent embarrassment and annoyance, by the confusion necessarily proceeding from adherence to the erroneous materials furnished to them, and used by them, in the framing of their accounts. And those who have, without proper information, or perhaps without the capacity or desire to acquire it, represented the Commissioners, as taking an unreasonable time to complete their labours, been obliged to investigate, and to rectify even a moiety of the errors and blunders which have, in the various books of the University been met with, probably they would have been inclined to think the task somewhat more difficult than they had supposed it to be. An error corrected has nothing very formidable in its appearance; and order established where confusion abounded, tells to the ignorant or unexperienced observer very little of the antecedent obscurity. Those who measure the work of the Commissioners and their assistants, by the number of accounts and entries in their Ledgers or Journals, and overlook the toil, patient research, and unceasing vigilance, required for the gathering in from a multitude of conflicting authorities of the elementary materials, have a great deal yet to learn of the practice of book-keeping, and especially of the book-keeping required in the inquiry of the Commission.

What dependence could be placed on the account books of an establishment in which books purporting

to be Ledgers, were subsequently found to be neither Ledgers nor any thing else? The University Rent and Sales Ledgers exhibit entries, the antecedents of which, seem to have existed in the caprice or the unheeded knowledge of the compilers; and the Journals, which should have been tributary to these Ledgers, seem to have been compiled either before or after them, as the case might be, or as chance and convenience might direct; but that even these two orders of books were compared, or that even the thought of comparing them was entertained, is an absurdity palpable to be indulged in for a moment, by any one who has carefully examined them.

The University authorities, however, would appear to have been well enough satisfied with these and other books in the establishment; or to have considered them a very valuable improvement on the previous state of things. Certainly, where the Rent Cash Journals and Ledgers were regarded as improvements, there must have been great need for some change. Obscurities, however, are not rendered more clear by adding to them; had the primary records of the Rough Cash Books, in the Bursarship of Dr. Boys, been left as they stood there, without the torturings and mangling to which they were, in the Rent Cash Journals, and Rent and Sales Ledgers, subjected; the Commissioners would have had straight, and comparatively easy work to perform. The less, incompetent or ill-directed accountants, interfere with elementary records, the better; and the less is done under a defective and unscientific system of book-keeping, such as that which has always prevailed in the University office, in the way of hoisting up accounts into books which cannot be kept correctly unless on sound principles, the less must be the mischief done, and the confusion created. It was undoubtedly, a new conception, and one which should emanate from no source lower than a University, to post up Ledgers in advance of the Journals; and sometimes, apparently, in advance of every thing. This mode of ascent is, however, rather too rapid for safety, and too convenient for fraud. In some cases it may, by dishonest subordinates, be turned to a bad purpose. In July, 1839, one of the Clerks in the University office, made voluntary acknowledgment of having "appropriated to his own purposes, various sums of money that had been paid to him." (Minute Book, Vol. II., pp. 95-6.) Some of these sums were found in the Ledger duly to credit of the parties by whom paid, though not entered in the Cash Book. It is remarkable too, as illustrating the fact, that the University system of book-keeping was not always connected with fraud, that the Clerk above referred to, actually charged against himself £69, (Vide Land Committee Book, p. 1, October 7th, 1847,) which he had not received, though he had posted it, on the advance theory, to the credit of a University tenant, in the Ledger; he had, however, omitted to charge himself with several other sums exceeding the above. (Vide Minute Book, Vol. II., pp. 159-169.)

The history of this case appears so interesting, and at the same time so intricate, as to require notice. The lot of land related to the case, belonged to Upper Canada College. It was sold, 24th September, 1837, for £75. The purchaser paid the first instalment, £7 10s., on 19th May, 1838; and the second, £7 10s., 12th September following. In July, 1839, the College Council became aware of their Clerk's peculations. The purchaser stood acquitted in the books, by payment in full of balance of principal, say £60; and interest (alleged) £9. The real amount of interest due, was considerably less than the above sum; but this circumstance was, apparently, not deemed worthy of notice: or, more probably, no at-

Appendix
(E.E.E.)

31st July.

Appendix

(E.E.E.)

31st July.

attention was given to it. The sum of £69 was included in the amount of default acknowledged by the Clerk. The Clerk's default was made good to the University by his relatives, at the time of the acknowledgment.

In February, 1840, the Council discovered a further default of £36 15s.; (Minute Book, Vol. II., p. 159,) and in March, another of £82 5s. (Ibid., p. 169.) Whereupon the Council resolved, "That in all cases in which receipts of the late Bursar, or any person acting under his authority, are produced, for which no corresponding entry appears on the books, the amount of such receipts to be charged against the late Bursar, and immediate notice thereof, be given to him, to afford him full opportunities of explanation and correction."

The above sums were charged, accordingly, to Col. Wells, and remain to his debit, though ordered by the Council in March, 1847, to be removed from it. (See General Letter Book, Vol. III., pp. 11-12.)

The £69, with interest, £11 10s., was placed to credit of Upper Canada College, September 6th, 1844, more than five years after the proper time. On 7th October, 1847, in consequence of the party connected with the £69 matter, writing to the Bursar to ascertain the state of his account with the University, and stating that he owed a balance of £60 on purchase, the discovery of the Clerk's injustice to himself was made. The Committee of Council, consisting of the Vice-President and the Dean, recommended that "there appearing no evidence that Mr. —, has ever paid any such sum, "£69," the Bursar do settle with him as though no difficulty of any kind existed; and that as further defaults on the part of Mr. —, (their Clerk,) have been discovered, the sums be retained a set-off against them."

The Council in March, 1847, as has been stated, ordered two sums of £82 5s. and £36 15s., which had been charged against Colonel Wells in 1840, (being the peculations of one of his Clerks,) to be removed from his account. In an establishment such as the University, where the true principles of book-keeping were totally unknown, it is difficult to surmise what was the true meaning of the term remove. In a correct business office, it would signify the transference of the charges from Colonel Wells' account, to some other; which would be either that of Profit and Loss, or the account of some person justly liable for the charges in question. The University Books contained no loss account, though certainly not defective in materials for its construction. If the Council contemplated the total relinquishment of the sums ordered to be removed from Colonel Wells' account; the only entry which the Bursar could possibly make, in order to exhibit the transaction correctly, would have been that which is found in the private account of another defaulter, viz:—Credit "by Order of Council." But if the intention was to relieve Colonel Wells, by charging the sums to another party, more justly liable for them, they would now be found charged to the account of that party.

But no charge of this sort appears to have been made; the University accounts still hold Colonel Wells debited for the amount, notwithstanding the order of March, 1847.

The Committee of Council above referred to, in connexion with the £69 transaction, seems to have regarded the discovery of the Clerk's injustice to himself, as a very unimportant matter; but the

common business decision of the case would have been, to give the benefit of it, either to Colonel Wells, or the relatives of the Clerk, who had honorably assumed and accounted for the total default, including, of course, the £69 under consideration.

Appendix

(E.E.E.)

31st July.

EXTRACTS from the University Sales Ledgers, illustrating the system pursued in the management of the Endowment, from the foundation to the present time; taken by Mr. McKENNA.

N. $\frac{1}{2}$ lot 21, 1st con. Cramahe, sold 4th October, 1830, No. 171, for £100; one-tenth (£10) paid down. No payment made since.

In pencil:—"26th Oct., 1832.—Assigned to Thomas B. Anderson and John F. Forsyth, of Montreal; D. A. Boulton, agent." (Vide Minute Book D, p. 302.)

E. $\frac{1}{4}$ lot 20, 4, Vaughan, sold 25th Dec., 1830, No. 175, for £56 5s.; first instalment (£5 12s. 6d.) paid, and nothing since.

S. $\frac{1}{2}$ and N.W. $\frac{1}{4}$ lot 4, 9, Townsend, sold 28th Feb., 1831, No. 196, for £187 10s.; first instalment (£18 15s.) paid down.

25th April, 1833.—Paid on further account, £20. Interest was paid on account in 1841-2; but nothing since on account of principal.

Lots 19, C, and D, Etobicoke, sold 24th June, 1831, No. 221, for £150; first instalment paid in 1836, second in 1837, third since, and nothing further.

N. 75, a lot 30, 2, Cramahe, sold 28th July, 1831, No. 226, for £150; first instalment, (£15,) paid down; second do. do., 23rd November, 1832; nothing since (seventeen years).

N.E. $\frac{1}{4}$ 4, 9, Townsend, sold 12th August, 1831, No. 228, for £62 10s.; first instalment, (£6 5s.) paid down; second do., 2nd July, 1833; nothing since.

Lot A, East of Belle River, Rochester, sold 19th August, 1831, No. 229, for £300; first instalment paid down; nothing since.

N. $\frac{1}{2}$ lot 35, 3rd concession Ernest Town, sold to Edward Roche, No. 238, 29th September, 1831; first instalment, (£10,) paid down; nothing paid since.

Lot 27, 6th con. Oro, sold to Lieut. C. S. Monk, 11th October, 1831, for £200. No. 240. First instalment paid down; second instalment and interest paid 19th Nov. 1839; third do., paid 6th February, 1844; nothing since.

Lot 4, E. side of River aux Peche, Maidstone, sold to William Brooker, 17th Nov., 1831, for £234. First instalment, (£23 8s.) paid down; second instalment and interest paid 18th November, 1833; nothing since, (sixteen years). No. 246.

Lot 3, W. of River aux Peche, Maidstone, sold to William Enor, 20th December, 1831, for £181, No. 247. First instalment paid down; second instalment and interest paid 28th Nov., 1833; third

Appendix
(E.E.E.)

31st July.

do. and interest, paid 18th March, 1835. £10 paid on account, 15th January, 1836; nothing since.

N. $\frac{1}{2}$ lot 8, 2, Thurlow, No. 268, sold to Jane Taylor, 25th March, 1832, for £100. Four instalments and interest paid to 4th May, 1835: nothing since.

"Sued, costs £14 16s. 4d." In pencil:—"Postage, returned letter."

Lot 11, 11, Otonabee, No. 290, sold 21st May, 1832, for £80. First instalment paid down; second do. and interest paid 13th August, 1833; nothing further. In pencil:—"Notified."

S. $\frac{1}{2}$ lot 17, 1, Bayham, No. 356, sold to W. H. B. Stowe, 25th March, 1833, for £100; one-tenth paid down; nothing further paid since (16 $\frac{1}{2}$ years.)

Lot 16, 2, Pickering, No. 361, sold 24th March, 1833, to H. H. Betts, for £250. First instalment, (£25,) paid down; second do. and interest, paid 9th April, 1834; nothing further.

Lot 5, 3, Gwillimbury North, No. 366, sold 24th March, 1833, to James E. Small for £200. First instalment, (£20,) paid on 22nd April following; nothing since.

S. $\frac{1}{2}$ lot 28, 3, Hope, No. 391, sold 24th June, 1833, for £125; one-tenth paid down, nothing since. (In pencil):—"Supposed to be transferred to G. S. Boulton of Cobourg, and further down; it does not appear that Mr. G. S. Boulton has ever shewn a transfer here.

S. $\frac{1}{2}$ lot 11, 3, Hamilton, No. 441, sold 24th December, 1833, for £150. First instalment (£15,) paid 5th February, 1834, nothing since.

N. $\frac{1}{2}$ of S. $\frac{1}{2}$ lot 5, 5, Hope, No. 456, sold March 24, 1834, to G. S. Boulton, for £62 10s. First instalment paid 25th April following, nothing paid afterwards on account of principal. (In pencil):—"Interest arranged by note of hand.

N. W. $\frac{1}{2}$ lot 11, Concession A, Hamilton, No. 486, sold to Thomas Gillespie, (G. S. Boulton transferee,) 24th December, 1832. First and second instalments only paid. (In pencil):—"Interest arranged by note of hand.

Lot 16, 2, Concession Clarke, No. 487, sold to G. S. Boulton, 24th September, 1834, for £225. First instalment paid, 16th October following with interest, no further payment, on account of purchase till 15th May, 1849.

Lot 11, 1, Rainham, 370 acres, No. 490, sold 24th September, 1834, for £416 5s. First instalment and interest paid, 4th November following; nothing since. In pencil:—"6th July, 1847.—On account interest, from H. Hawkins, £50. Land Committee. Suspended."

Lot 2, 2, con. from Bay York, No. 499, D'Arcy Boulton, 24th December, 1833, for £250; one-tenth paid down; no part of purchase again paid till May, 1841.

E. $\frac{1}{2}$ and S. W. $\frac{1}{2}$, lot 30, 8, Hamilton, No. 511, sold to Wm. Bancks, 24th March, 1835, for £150. First instalment paid down; nothing since. (In pencil):—"Interest arranged by note of hand.

E. $\frac{1}{2}$ lot 2, 9, Concession A. B. L. Wolfe Island, No. 519, sold 6th May, 1835, to Hon. C. W. Grant, for £125. First instalment paid down. £4 5s. paid November, 1843; nothing since.

S. $\frac{1}{2}$ lot 22, 9th concession, Yonge, formerly Escott, No. 522, sold 24th July, 1835, for £137 10s. First instalment paid down. 2nd instalment and interest paid, 11th June, 1836; nothing since. (In pencil):—"Notified. Letter returned.

Three-fourths lot 19, N. E. R. Wilmot, No. 548, sold 18th July, 1835, to Philip Lienhart for £93 15s; one-half the first instalment paid down; no part of purchase paid since.

Three-fourths lot 22, N. E. R. Wilmot, No. 557, sold 20th July, 1835, to John Rocker, for £93 15s. £2 10s. paid down; nothing since.

E. $\frac{1}{2}$ lot 15, 6, Chinguacousy, E. H. St., sold 6th June, 1836, No. 708, to Arthur Shaw, for £106 5s. First instalment only paid.

(In pencil):—"to be looked to. Note.—A great many of the accounts are disfigured with pencil memoranda, which are partly obliterated, and generally unintelligible.

E. $\frac{1}{2}$ lot 16, 2, Concession Mountain, No. 721, sold 23rd October, 1837, to Henry H. Boulton, for £187 10s. First instalment only paid.

(In pencil):—"Who is Henry H. Boulton? Wrote to Wm Keatley, occupant of the westerly quarter.

S. $\frac{1}{2}$ lot 5, 5, Hope, No. 739, sold 24th March, 1834, to George S. Boulton, for £62 10s. First instalment, and interest only paid.

Lot 13, 3, York, E. Y. Street, No. 748, sold 24th December, 1838, to James and William Hunter for £350. First instalment and interest paid, 18th January following. £3 14s., principal paid, December, 1840. (In pencil):—"Notified.

NOTE.—Parties living in the immediate vicinity of Toronto, are treated in the same manner as those at the most remote distances; from which it is apparent that the entire system of management was uniformly defective.

Rear $\frac{1}{2}$ lot 16, 2nd concession, Whitby, No. 758, sold 24th December, 1838, to George McPherson, for £87 10s. First instalment and interest paid, 16th March, 1839. £6, account principal, paid 2nd October, 1841. Nothing further.

Lot 21, concession A, Haldimand, No. 766, sold 24th April, 1837, to Charles C. Small, for £350. First instalment and interest paid on 24th April, 1839. Nothing paid since.

W. 150 acres, lot 3, 2, Murray, No. 782, sold 24th June, 1835, to Adam H. Meyers, for £262 10s.; First instalment, only paid.

4, 5, Woodhouse No. 785, Sales Ledger, Vol. III.

NOTE.—(In pencil):—"Memoranda—John Stager shewed receipt given him, 11th August, 1838, for his first instalment £22 10s. and arrears of rent, £71 12s. 6d.

The Credit in Sales Ledger as above, is dated 30th July, 1840, and in Rough Cash Book, Vol. I., folio 103, 25th March, 1841.

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July

Rear $\frac{1}{2}$ lot 28, 8, con. Kitley, No. 875, sold to James Mitchell, 14th July, 1842, for £150. £12 10s. only paid on account.

N. $\frac{3}{4}$ lot 28, 3, Haldimand, 143 acres, No. 882, sold 31st August, 1842, for £214 10s.; paid on account, £75. G. S. Boulton purchaser.

Lot 4, 1, Lobo, 183 acres, No. 897, sold 4th Nov., 1842, to Colonel J. B. Clench, for £336 10s.; paid £32 6s. 9d.; nothing since.

In pencil:—"Time given."

N. $\frac{1}{2}$ lot 11, 3, Hamilton, 100 acres, No. 916, sold 10th January, 1843, to Elias Jones, for £217 2s. 6d. First instalment only paid.

In pencil:—"Mr. Soloman supposed transferee."

N. part lots 16 and 17, 4, con. Brantford, No. 917, sold 12th January, 1843, to George Babcock, for £320; no quantity is mentioned. First instalment only paid.

N.W. lot 6, 4, Richmond, No. 929, sold 15th February, 1843, to John Holcomb, junr., for £71 3s. 2d. First instalment only paid.

In pencil:—"Letter containing statement of arrears returned. (See returned letter-box.)"

Northern 40 acres of (each of) lots 13, 14 and 15, 4th con. Brantford, 120 acres, No. 952, sold to Charles Thompson, 31st March, 1843, for £600. Only first instalment paid.

N. 100 acres, lot 34, B, Scarborough, No. 953, sold 20th March, 1843, to Arthur Martin, for £250. £150 paid down; on 6th June following, on further account, £37 10s.; 16th April, 1844, paid interest to date, £3; and on further account of purchase, £58 15s.

In pencil:—"This sum(?) is to be paid by Mr. Hawkins.

E. $\frac{1}{2}$ lot 21, 3, Loughborough, 100 acres, sale 959, sold 25th May, 1843, to Arthur Campbell, for £169. First instalment only paid.

W. $\frac{1}{2}$ lot 20, 8, Markham, 50 acres, sale 961, sold 26th March, 1843, to William Read, for £112 10s. First instalment only paid; no interest.

Lot 6, 11, con. Dunwich, 150 acres, No. 965, sold 24th June, 1842, to John Clarke, for £187 10s. First instalment only paid.

Rear $\frac{3}{4}$ lot 26, N. B. R. Wilmot, 25 acres, No. 970, sold 14th July, 1843, to Henry Hawkins for £31 15s.; £1 12s. 6d. paid down; 19s. 3d. interest, and £4 12 6d. principal, since paid.

In Pencil:—"Suspended. Under consideration."

Lots 23 and 24, N. B. R. Wilmot, Nos. 974, 975, sold 22nd September, 1843, to Absalom Shade, for £450 each; £150 paid down on each lot, and a sum of £78, with interest on each, paid 14th March, 1844, and 12s. 10d. on latter.

In Pencil:—"Reserved for Council.

"Balance on both lots.....	£444	0	0
"Interest to 16th May, 1850....	176	18	2
	<u>£620</u>	18	2"

Appendix
(E.E.E.)

31st July.

Lot 22, 1st con. Oxford N., No. 982, sold 9th October, 1843, to Peter Carroll, for £300; £150 paid down; nothing since. In pencil:—"Notified, 21st June, 1849."

Lot 11, 3, Oakland, 84 acres, No. 997, sold 25th December, 1843, to Andrew M. Jackson, for £84. First instalment only paid. In pencil:—"Suspended on account of supposed connexion with Mr. Hawkins."

S. part lot 18, 3, Brantford, 62 $\frac{1}{2}$ acres, No. 1009, sold 11th April, 1844, to James K. Buchanan, for £250. Paid first and second instalments only.

N. part lot 18, 4, Brantford, 62 $\frac{1}{2}$ acres, No. 1010, sold 11th April, 1844, to Jas. K. Buchanan, for £250. First and second instalments only paid.

S.E. $\frac{1}{2}$ lot 2, 6, Burford, 50 acres, No. 1068, sold 23rd December, 1845, to William Doyle, for £100.

In pencil:—"First instalment to be paid by Mr. H."

Second and third instalments paid down; nothing since.

In pencil:—"Interest charged on the £20, from 24th June, 1843;" also, "postage, 7d.—letter from Nicholas Doyle." (See Letter Book J, p. 114, relative to Mr. Hawkins' certificate of having received £10, to be applied on this lot.) "A. C."

"To be looked into."—"A. C."

Lot 21, 1, Albion, 200 acres, No. 1076, sold 1st July, 1846, to Henry Hawkins, for £352, (£52 of which is rent added to purchase). £10 only paid. In pencil:—"Suspended."

Lot 24, 4, Albion, 200 acres, No. 1077, sold 1st July, 1846, to Henry Hawkins, for £328 18s. 9d., (including £28 18s. 9d. rent). £10 only paid. In pencil:—"Suspended."

NOTE BY THE COMMISSIONERS.

The foregoing extracts, which are indiscriminately taken from a large number of a similar purport, show how careless the University authorities have been with respect to the collection of purchase money, and accruing interest. Nor does it appear that purchasers living within a short distance of the University office, were less indulgently treated, than those residing in the most remote parts of the Province; and the system is found to obtain throughout the entire period, from the foundation to the present time. The loss thus sustained by the University, not merely from non-payment of accruing interest, but in the many instances from law costs incurred in attempts to recover from parties, not to be found, or totally unable to pay them, and much less able to discharge the accumulated debt; added to the continuous and unsparing alienation of the University lands by sales, consequent on defective income, is almost incalculable. Had the great object of the Council been to annihilate the endowment, it is doubtful if a more efficient plan could have been followed. Unaccountable and culpable negligence has pervaded every department of the management; with the honorable exception of the case of the Cash, by the late Bursar, Dr. Boys,—an officer to whose industry and honesty, in this part of his trust, the University is indebted to an extent which can be appreciated only

Appendix
(E.E.E.)

31st July.

by those who have thoroughly explored the defects of the system of accounts and records under which the general business was conducted.

No. 1.—REPORT OF MESSRS. MCKENNA AND
QUAIFE, ON THE UNIVERSITY AND
COMMISSION ACCOUNTS.

BURSAR'S OFFICE,
29th November, 1850.

To the Commissioners of King's College Inquiry :

GENTLEMEN,

We, the undersigned, employed in the revision of Ledgers A and B, respectfully submit the following general view of the difficulties which we have to encounter, in the prosecution of our labours, and which may account for the seemingly tardy progress of the work :—

1st. The concentration of names.—That is, where a number of individual accounts are united under one general title. These must be separated with the utmost accuracy, and their respective portions assigned to each, many of which will afterwards still ramify into several new accounts.

2nd. Rent of omission.—On this head we beg to observe, that nearly the whole of the endowment was under rent at the time of its transmission to the University. The data from which our rent accounts have been taken, were furnished by the Rent Ledgers in the Bursar's office. These compilations have been only recently constructed; in fact, are scarcely yet completed. No notice is taken in these books of rents accruing on any property sold prior to their construction. Now, where rents have been paid on such property, the credits are generally entered in our accounts, correctly or otherwise as the case may be. The principal difficulty, therefore, consists in rectifying these credits and supplying the proper debits. Many other errors of defect and miscalculation may be traced to the use of these imperfect authorities, requiring constant vigilance for their detection and revision.

3rd. Another source of annoyance, is the frequent occurrence of double Cash credits. These were occasioned by the multiplicity of Cash Books in the Bursar's office; from each of which, the entries were taken separately, and passed to the credit of the various accounts. The aggregate credits of several years, as contained in the Rent Ledgers, were again transferred to such accounts; while, in many instances, the credits were indiscriminately given to the primary Lessees and their transferees. Similar remarks, *mutatis mutandis*, will equally apply to the accounts of Real Estate.

4th. Crown Balances.—The balances appearing due on the original Crown Schedule, were transferred to the Rent Ledgers, and carried thence to the debit of the parties in our Books. In many cases these sums were never recovered; and, as we had no right to take cognizance of Crown dues, unless, when actually paid to the College, these unredeemed debits must, of necessity, be cancelled. While, on the other hand, all Crown payments received in the Bursar's office, are mostly debited under the general head of rent, mixed up with sums due to the College; which must, in consequence, be separated, and the proper quota assigned to each.

In connexion with this subject, we would remark, that we claim for the Crown all amounts paid for rent, up to December, 1847; while the College appropriates the sums accruing on all rented property where the leases had lapsed, or no leases had issued prior to that period.

5th. The confusion resulting from misnomers and orthographical mistakes.

From this cause it frequently occurs, that several accounts have been opened for the same individual, who may be found debited and credited for the same identical property, under three or four distinct appellations. The remedy consists in expunging these erroneous names, by closing all the extraneous accounts, and retaining only one, under its appropriate title.

In elucidation of this subject, we would instance the case of Jacob Shewfelt, for whom four distinct accounts are opened, under the different denominations of Skewfelt, Zufelt, Chewfelt and Shewfelt; also of Martin Pettingall who has three separate accounts under the respective titles of Pillingill, Pettingill and Pettingall. These instances are neither singular nor solitary; and if requisite, numerous similar examples can easily be adduced.

In conclusion, we would only further remark, that a constantly recurring course of difficulty and delay, arises from the opening of new accounts, which had no previous existence in our books, or in those on which they are based, and the elements of which have only appeared in the course of that minute and systematic investigation in which we are at present engaged.

From this imperfect outline, some idea may be formed of the intricate and arduous nature of the work under our management. We are, however, happy to add, that though involved in such complicated difficulties, the business is now progressing to a safe and satisfactory consummation.

In pursuit of our revisionary labours, numerous authorities must be consulted, a list of which is subjoined :—

- 15 Large Vols. of Minutes.
- 11 Surveyor's Books.
- 2 Rent Ledgers.
- 4 Sales Ledgers.
- 2 Sales Books.
- 1 Instalment Book.
- 1 Crown Schedule.
- 1 Register of lands.
- 1 Rent Book.
- 1 Rent Cash Journal.
- 1 Vol. Colonel Wells' account Current.
- 5 do do do Memoranda Books.
- 14 Receipt Books.
- 1 Solicitor's Book.
- 1 Town Lot and Investment Book.
- 1 Index to do.
- 2 Vols. Register of Leases.
- 1 Bill Book.

In all 65 volumes, besides numerous letters, and various other documents, indiscriminately filed away in pigeon holes, without reference.

All which is respectfully submitted.

Q. QUAIFFE.
T. MCKENNA.

Appendix
(E.E.E.)

31st July.

No. 2.—REPORT OF MESSRS. McKENNA AND
QUAIFE.

To the Commissioners of King's College Inquiry:

GENTLEMEN,

The undersigned, employed in investigating the accounts in the Bursar's office, respectfully submit, that they have found the work peculiarly difficult, and intricate and embarrassed, far beyond their anticipations. The business of the department has been conducted without order, or system of any kind, and the process of investigation has been impeded by obstacles which retarded its progress at every step. A few of the most prominent are here exhibited:—

The subject of inquiry had reference principally, to the property leased or under rent. On a slight inspection of the Rent Ledgers, it was evident that they were mere recent compilations, erroneous and defective; that a large amount of the property under rent was not to be found in those works; and on further examination, it was discovered, that no reliance could be placed on the calculations which they contained.

It was early remarked, that the persons employed in the office were so diffident of the information contained in these books, that though they were occasionally used for reference, yet, in almost every instance, when parties came forward to pay rent, application was made directly to original documents, by tracing the respective accounts, from the Crown Schedule through the Minute Books to the period required. This, it will be readily perceived, is a very tedious and laborious process, yet such the undersigned were necessitated to adopt, as the only practical means of attaining or approximating correct conclusions.—Vide "doubtful entries" *passim*.

Under these circumstances, the plan proposed was, to give a history of each lot, as far as the same could be ascertained, commencing with the original lease from the Crown, Order in Council, License of occupation, or other mode of tenure, down to the end of the year 1849, or to the period of sale of the whole or any part of the property. This was in general, a work of no ordinary difficulty, owing to the numerous transfers and subdivisions through which the lands had passed, and to the imperfect and contradictory statements found in the books, with respect to data, calculation of rent, and names of occupants.—("Doubtful Entries," 182, 193, 355. "Supplementary Rent," 5, 6, 7, 8, 16, 33.)

As instances of particular difficulty, reference is made to the lands in Hallowell, Marysburgh, and Beverley, which are divided into blocks alphabetically designated. These lands are subdivided among numerous occupants, of whose names, or of the quantity held by each, no certain or definite knowledge could be obtained. In short, the names, the portions respectively occupied, the period of tenure, the rate per annum, and the rent in arrear, could not possibly be discovered to any degree of certainty, even after the most minute attention and persevering research, through masses of confusion calculated only to produce erroneous results.—(D. E., 289, 290, 292, 293, 294, 320, 321.)

The principal source of embarrassment consisted in the vast multiplicity of authorities to be consulted, comprising, at least, 65 volumes of most discordant

materials, besides numerous letters and other fugitive documents, filed away in pigeon holes without order and without reference.

The Minute books, verbal and epistolary, afforded much information. The verbal minutes were discontinued by order of the College Council, from 15th March, 1847, and though varying and contradictory in their statements, were much superior to the anomalous material substituted, viz.: the Rent Cash Journal and the Receipt Books, from which the accounts have since been computed and arranged.

In addition to the errors and defects enumerated, it was found that the actual state of large portions of the Endowment was totally unknown to the managers of the Trust; that such lands remained, not merely unproductive to the institution, but were seriously imperilled under the Statute of limitation; and that a list of over 49,000 acres was placed in the Solicitor's hands, for the purpose of ejecting trespassers, and enforcing a recognition of the University title without any satisfactory effect.—(D. E., 119, 219, 220, 248, 251, 324, 342, 343, 358, 390, 427, 438, 600, 601, 653, 678.—Supplementary Rent, 15, &c.)

When it is considered that no inspection of the University's lands has taken place since 1840,—indeed, of a considerable amount in the Eastern Districts, perhaps nearly one-fourth part of the Endowment since the original inspection in 1828,—the pernicious effects of such mismanagement must be apparent. Any person, without authority and without apprehension, took possession of a lot, carried off part of its timber, transferred his right to another, who continued the spoliation; others followed in similar succession till the lands were rendered worthless and were finally abandoned. The greater part of such property lying in the vicinity of the Rideau, was valuable only for the timber it contained.—(D. E., 323, 340, 341, 638, &c.)

The management of these distant possessions was frequently committed to local agents, who appear to have discharged the duties very inefficiently. Individuals were enriched by the systematic plunder, sale, and transfer, of valuable portions of the estate, of which the trustees and their local representatives remained in complete ignorance.—(D. E., 193, 335. Supplementary Rent, 15.)

It not unfrequently happened that parties who had remained in possession of lots worthy of retention, applied by letter to the College office for information as to the mode of obtaining a recognition of title as lessee or purchaser.—(D. E., 597.)

The plan uniformly pursued was to require from each applicant a certificate signed by a few respectable neighbours, and attested before a magistrate, stating the date of possession, and whether the lot was unimproved, in order to fix the period for charging rent, &c. These instructions were accompanied by a statement of the rates per annum, price per acre, &c., charged by the University.

The certificates when furnished were generally accepted as satisfactory, and the parties confirmed in the possession.—(D. E., 195, 214, 216, 255, 336, 337, 338, 435, &c.)

Where lands were partially improved, certificates have frequently been produced to show that the improvements were actually an injury, and that the

Appendix
(E.E.E.)

31st July.

lands would really be more valuable in a state of nature. That such would be the case to some extent may be readily conceived from the causes already adduced. In such cases the rent in arrear was remitted, and a new lease or indenture of sale issued on terms not always fulfilled.

The practice of remitting arrears on the production of certificates is rather questionable. Such documents are readily obtained for the occasions. It is much to be regretted that a regular system of inspection and supervision of the estate had not been established; the expense might have been easily defrayed from a portion of the sums thus inconsiderately abandoned without cause and without examination.—(D. E., 221, 238, 246, 237, 503.—S. R., 10, 12, 13, 19, 21, 27, 28, 30, 34, 22, &c.)

When large arrears had accrued, which an intending purchaser, for some plausible reason, refused to pay, the purchase was commonly effected without any demand for payment of rent. The same system was also applied to renewed leases.

Where the property was of great value, and such evasion was impracticable, a compromise was made by which an addition in round numbers was made to the amount of consideration, in every instance involving considerable loss to the University.—(S. R., 23, 25, 26, 29, 31, 32.)

In many cases, where large amounts of rent remained unpaid, no reference whatever was made to such arrears at the time of purchase.—(D. E., 238, 479.—S. R., 1, 2, 14, 18, &c.)

Sometimes, however, the full amount due was added to the purchase to be paid in ten yearly instalments with interest.—(S. R., 3, 11, &c.)

Losses from other sources might be enumerated, such as errors in calculation, costs of actions brought for ejectment and recovery of rent, (D. E., 235; S. R., 12, 35, &c.) and also from the payment of various sums for taxes.

One instance is recorded, wherein the property was actually sold for the taxes. The Sheriff notified the Bursar of the fact; the year allowed by law for redemption was suffered to expire without any steps being taken for recovery, and the purchaser retained possession till remunerated for expenses and improvements; though being engaged in the lumber trade, he had stripped the land of its most valuable timber. (D. E., 642, 677, 678, &c.—S. R., 3, 20.)

Of the quantity of "Invested Property," composed of Town lots, no certain information was

obtained. The sales only could be found. No documents exist in the office exhibiting a correct statement of the lands purchased as investment, and the Bursar and his assistants when consulted, furnished only such intelligence as proved on examination to be erroneous.

The receipt of rent due to the Crown Lands Department has received particular attention. The claim set up by the University to a large portion of the amount, and its consequent appropriation, have been noticed on a former occasion:

Which is most respectfully submitted.

T. McKENNA,
QUARTUS QUAIFE,

Commission Rooms, Feb. 13, 1851.

ADVERSE POSSESSION OF THE UNIVERSITY LANDS.

Extract from Minutes of College Council of 4th Oct., 1847.—(Minute Book, Vol. III., p. 422.) :—

"Read a letter from the Solicitor, respecting adverse possession of College lands for more than twenty years.

"Whereupon the Dean moved, That the Bursar be instructed to make out lists of all the unoccupied lands belonging to the University; as also all lots on which the lessees or purchasers have not made any payments within the last eighteen years or upwards, or given, within that period, written acknowledgment of the title of the University; and that all such lists be handed over, as each shall be prepared, to the Solicitor, to commence actions of ejectment against the parties; and that copies of such lists shall be laid before the Council at their next subsequent meeting.

"Which motion, being seconded by Professor Gwynne, was put and carried."

Marginal note by Bursar, in pencil :—"The Solicitor undertook these cases at 20s. each. (See Dr. McCaul's Report, dated 3rd February, 1848, entered, Council Letter Book, p. 65.)"

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)RETURN of Mr. T. McKenna, Commission Clerk, shewing the Lands considered to be imperilled
under Statute of Limitation.Appendix
(E.E.E.)

31st July.

31st July.

JOHNSTOWN DISTRICT.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
EDWARDSBURGH	3 5	9 9	200 200	Leased. £6 paid, in 1836, by one Adams. Squatter.
SOUTH GOWER	4 5	3 4	200 200	Squatter. Originally, Stephen Phineas Lettore.
NORTH GOWER	18 18	2 3	200 200	
AUGUSTA	19	10	184	Original Lessee, Thomas Jarvis.
OXFORD	2 E.	4 Gore.	200 230	
MARLBOROUGH	28 28 30 4 4	1 1 1 5 9	92 $\frac{1}{4}$ 88 192 $\frac{1}{4}$ 200 100	Squatter.
WOLFORD	4 2 14	A. 1 1	200 200 100	Leased. do
MONTAGUE	29 29	1 3	47 39	Said to be permanently flooded. do do do
YONGE	19 11 18 5 25	B. Front. 1 3 5 5	200 200 100 200 200	Leased. do Unknown. Leased. do
YONGE, formerly Escott	16 13 22	B. Front. 1 4	108 200 200	Blank. Leased. do
LANSDOWNE	A. 4 11, 12, 13,	1 11 11	400 200 100	Leased, 28th July, 1835. Unknown. Leased, 24th December, 1827.
LEEDS	A. 4 E. E. 22 22	1 7 7 8 8 10	400 200 100 200 100 200	Leased to R. & W. Wadley, 10th October, 1834. They have since surrendered their lease, and we have no knowledge of any body living on the lot. Leased.
KITLEY	4 28 27	5 8 9	200 100 200	Leased. do
SOUTH CROSBY, S. E.	23	1	100	Leased.
BASTARD	3 16 Rear $\frac{1}{2}$	6 6 7	200 200 100	Leased. do do
	16 23 Rear $\frac{1}{2}$	8 8 9	200 190 100	do do
	14 14 Rear $\frac{1}{2}$	5 5 5	200 200 100	do do
Total in Johnstown District			8271	Acres.

BATHURST DISTRICT.

FITZROY	16 22 23	10 11 12	200 200 200	Leased, 6th January, 1832. do do do do do do
Total in Bathurst District			600	Acres.

Appendix
(E.E.E.)

31st July.

RETURN of Mr. T. McKENNA, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

EASTERN DISTRICT.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
LOCHIEL	23	3	200	Leased.
	19	4	200	do
	38	4	200	do
	21	5	200	do
	28	5	200	do
	38	5	200	do
	37	7	200	do
	38	7	200	do
	36	9	200	do
E. ½	29	9	100	do
WINCHESTER	15	4	200	Leased.
FINCH	20	2	200	Leased.
MOUNTAIN	4	1	200	Leased.
	15	4	200	Squatter.
Total in Eastern District			2700	Acres.

OTTAWA DISTRICT.

HAWKESBURY WEST, Front ¾...	15	5	150	Leased, 1st May, 1841. Squatter.
	10	8	200	
CALEDONIA	15	5	200	Leased, 25th March, 1823.
PLANTAGENET	37	B. Front.	230	
	5	6	200	
CLARENCE	2	} Fronting on Ottawa. }	200	
	3		200	
	35		200	
	36		200	
	37		200	
	5	3	200	
Total in Ottawa District			2180	Acres.

VICTORIA DISTRICT.

TYENDINAGA	1	S. Road.	100	Leased. do
	11	1	200	
	21	1	200	
THURLOW	24	4	200	Leased.
N. ½	1	8	100	
SYDNEY	12	6	200	Leased.
	10	7	200	
	12	7	200	
	24	7	200	
	9	8	200	
	37	8	200	
N. ½	29	9	100	
S. ½	31	9	100	
RAWDON	23	1	200	Leased.
	15	2	200	
	21	3	200	
W. ½	28	3	100	
MARMORA	5	3	200	
	3	4	200	
	5	5	200	
Total in Victoria District			3500	Acres.

Appendix
(E.E.E.)

RETURN of Mr. T. McKenna, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

PRINCE EDWARD DISTRICT.

31st July.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
AMELIASBURGH, W. ½	95	1	137½	Leased.
E. ½	69	2	100	
Rear ½	84	3	100	
	101	3	200	Leased. do do 15th April, 1836.
	95	4	200	
W. ½	24	1	112½	
	29	1	140	
	24	3	200	
SOPHIASBURGH, West of Green Point	74	2	100	Leased, 11th November, 1845.
HALLOWELL			158	
			120	
			79	
			55	
			260	
			131	
			30	
			98	
			100	
			67	
do Block G			23	
			95	
			50	
			100	
do Block K			100	
			100	
			50	
MARYSBURG, N. of Black River	4	1	140	
Total in Prince Edward District			2946	Acres.

MIDLAND DISTRICT.

PITTSBURGH	12	5	122½			
	12	6	100			
	7	8	200			
	29	9	200			
	36	10	100			
LOUGHBOROUGH	24	2	200	Leased. do do		
	11	3	50			
	11	3	50			
	11	3	100			
	11	5	100			
	11	5	100			
PORTLAND, S. ½	11	2	100			
RICHMOND, N. ½	8	4	100			
	8	4	100			
	12	5	200			
CAMDEN, W. ½	13	7	100			
	13	7	100			
	17	8	200			
	19	8	100			
	19	8	100			
	17	9	100			
	17	9	100			
	19	9	100			
	19	9	100			
	19	9	100			
WOLFE ISLAND	1	12	200	North of Base Line. do do do South of Base Line.		
	2	13	200			
	6	3	84			
	5	9	200			
	2	13	200			
	2	15	192			
	5	15	168			
	5	17	200			
	8	17	146			
	8	19	200			
	9	21	129			
	Carried forward				4741½	

Appendix
(E.E.E.)

RETURN of Mr. T. McKENNA, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

MIDLAND DISTRICT.—(Continued.)

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
<i>Brought forward</i>			4741½	
KINGSTON, N. ½	5	4	100	Western addition.
S. ½	5	4	100	
S. ½	7	4	100	
	9	4	200	Leased.
ERNESTTOWN, S. ½	35	3	100	
N. ½ of S. ½	41	4	50	
Total in Midland District.....			5391½	Acres.

NEWCASTLE DISTRICT.

MURRAY, N. ½	9	2	100	Leased, June, 1819.
	5	3	200	do 24th December, 1831.
	11	3	200	do 25th do 1829.
	28	3	200	
	34	3	200	
	3	4	200	Leased, 28th November, 1833.
	11	7	200	do do August, do
	9	8	200	do 24th July, 1834.
CRAMAHE	5	B. Front.	88	do 14th November, 1829.
	11	do	218	
N. part of S. ½	3	2	80	
	24	4	200	Leased, 24th March, 1830.
	9	6	200	do 10th April, 1835.
	16	6	200	do 30th June, do
	5	7	200	do 23rd do 1818.
	11	7	200	do 24th December, 1836.
	11	9	200	do 18th May, 1835.
SEYMOUR	15	2	200	
ASPHODEL	9	4	200	
HALDIMAND, B. and C.....	5	B. Front.	228	
W. ½	11	B.	77	
	34	1	200	
	3	2	200	
N. ½	9	2	100	
	9	4	200	
W. ½	28	5	100	
E. ½	28	5	100	
HAMILTON, N. ½	16	2	100	
N. ½	30	4	100	
North part	22	5	90	
N. W. ¼	30	8	50	
	24	8	200	
PERCY	21	3	200	
	23	3	200	
	15	4	200	
	20	6	200	
	21	7	200	
	21	9	200	
OTONABEE	5	9	200	
	11	13	120	
MONAGHAN	15	4	200	
HOPE	28	B. Front, 1.	177	
S. ½	9	2	100	
	21	3	200	
	9	4	75	
N. ½	5	5	100	
	11	5	200	
CAVAN, W. ½	11	3	100	
E. ½	15	6	100	
N. ½	20	6	100	
	20	8	200	
Carried over.....			8303	

Appendix
(E.E.E.)

RETURN of Mr. T. McKENNA, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

NEWCASTLE DISTRICT.—(Continued.)

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
<i>Brought over</i>			8303	
CLARKE, N. part	5	B. Front.	100	
	11	1	200	
S. E. $\frac{1}{4}$	21	1	50	
S. Front and N. E. $\frac{1}{4}$...	24	2	150	
DARLINGTON	30	2	200	
S. end and N. W. angle	21	B. Front.	168	
	28	do	164	
Total in Newcastle District.....			9335	Acres.

HOME AND SIMCOE DISTRICTS.

BROCK, S. $\frac{1}{2}$	15	8	100	
N. $\frac{1}{2}$	15	8	100	
PICKERING, N. $\frac{1}{2}$	28	5	100	
S. $\frac{1}{2}$	28	5	100	
N. $\frac{1}{2}$	24	6	100	
ALBION	16	6	200	
MARKHAM, centre part	5	3	75	
N. E. $\frac{1}{4}$	33	8	50	
N. W. $\frac{1}{4}$	19	9	50	
S. W. $\frac{1}{4}$	19	9	50	
	33	10	90	
NORTH GWILLIMBURY	21	2	118	
	11	5	200	
WEST GWILLIMBURY, N. $\frac{1}{2}$...	11	5	100	
VAUGHAN, W. $\frac{1}{2}$	2	3	100	
N. $\frac{1}{2}$	27	4	150	
	15	5	200	
S. W. $\frac{1}{4}$	6	5	50	
YORK, W. Yonge Street	22	4	200	
	23	7	86	
TORONTO, E. H. Street, N. $\frac{1}{2}$...	12	2	150	
E. $\frac{1}{2}$	6	4	100	
W. $\frac{1}{2}$	6	4	100	
N. $\frac{1}{2}$	12	4	100	
S. $\frac{1}{2}$	3	6	100	
do W. H. Street	15	2	200	
TAY	5	13	130	
INNISFIL	27	14	200	
VESPRA	15	4	200	
Total in Home District			3499	Acres.

TALBOT DISTRICT.

CHARLOTTEVILLE	11	1	200	
N. $\frac{1}{2}$	15	2	100	
S. $\frac{1}{2}$	15	4	100	
	12	6	200	
	15	6	200	
S. $\frac{1}{2}$	23	7	100	
	23	9	200	
Carried forward.....			1100	

Appendix
(E.E.E.)

RETURN of Mr. T. McKENNA, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

TALBOT DISTRICT.—(Continued.)

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
<i>Brought forward</i>			1100	
TOWNSEND	11	1	200	
	11	3	200	
	15	4	200	
	11	9	200	
N. $\frac{1}{2}$	21	9	100	
WINDHAM	15	2	200	
	15	4	200	
WALSINGHAM, E. $\frac{1}{2}$	23	1	100	
	11	5	200	
	23	7	200	
TILBURY, EAST	7	1	246	
TILBURY, WEST	21	B. Front, 1.	150	
	11	3	200	
SOMBRA	D.	9	150	
Total in Talbot District			3646	Acres.

NIAGARA DISTRICT.

CAISTOR	13	2	200	
N. $\frac{1}{2}$	15	2	100	
S. $\frac{1}{2}$	15	2	100	
	22	2	200	
	23	3	200	
WALPOLE, S. $\frac{1}{2}$	15	2	100	
N. $\frac{1}{2}$	15	2	100	
	20	2	200	
Total in Niagara District			1200	Acres.

GORE DISTRICT.

TRAFALGAR, S. D. Street, S. part	16	2	100	
	3	B. Front.	10 $\frac{1}{2}$	
	9	do	17	
TRAFALGAR, N. D. Street, N. part	28	2	100	
S. part	28	2	100	
TRAFALGAR, N. S., S. E. part...	3	10	50	
	1	11	8	
ESQUESING, N. $\frac{1}{2}$	24	6	100	
S. $\frac{1}{2}$	24	6	100	
FLAMBOROUGH, EAST	13	4	35	
FLAMBOROUGH, WEST	5	3	200	
	13	3	200	
BEVERLY, W. $\frac{1}{2}$	20	2	100	Should be N. $\frac{1}{2}$, Mr. Small written to, pointing out the error, 14th September.
	H.	8	100	
	do	8	50	
NASSAGAWEYA	6	7	200	
GLANFORD,	9	1	188	
N. part	13	1	88	
S. part	13	1	100	
W. part	9	3	94	
S. E. $\frac{1}{2}$	9	3	47	
Total in Gore District			1987 $\frac{1}{2}$	Acres.

Appendix
(E.E.E.)

RETURN of Mr. T. McKENNA, Commission Clerk, &c.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

WELLINGTON DISTRICT.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
WILMOT, N. Erb's Road, N. 3/4 ...	2	.....	150	
WILMOT, S. Erb's Road, Rear 3/4 ...	1	.....	150	
Rear 3/4	2	.....	150	
Rear 3/4	21	.....	150	
Rear 3/4	22	.....	150	Henry Hawkins, (Sold—Deed issued.)
WILMOT, N. Bleam's Road, Rear 3/4	4	.....	150	
WILMOT, Snyder's Road, Rear 3/4 ...	3	.....	150	
Rear 3/4	4	.....	150	
Rear 3/4	22	.....	150	
WILMOT, S. Snyder's Road, Rear 3/4	20	.....	150	
Total in Wellington District ...			1500	Acres.

BROCK DISTRICT.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
BURFORD	15	2	200	
NISSOURI	11	5	200	
NORWICH, S. 1/2	20	2	100	
	20	4	200	
	6	6	200	
	10	7	200	
	20	8	200	
	10	9	200	
	17	9	200	
Total in Brock District			1700	Acres.

LONDON DISTRICT.

Townships.	Lots.	Concession.	No. of Acres.	Remarks.
BAYHAM	17	1	200	
YARMOUTH	17	3	200	
S. 1/2	17	5	100	
	6	6	200	Proceedings stayed; costs, £11 13s. 9d. to K C.
Total in London District			700	Acres.

RECAPITULATION.

Districts.	Acres.	Districts.	Acres.
In Johnstown District	8271	<i>Brought up</i>	00000
Bathurst do	600	In Home District	3499
Eastern do	2700	Talbot do	3646
Ottawa do	2180	Niagara do	1200
Victoria do	3500	Gore do	1987 1/2
Prince Edward do	2946	Wellington do	1500
Midland do	5391 1/2	Brock do	1700
Newcastle do	9335	London do	700
Carried up	00000	Total	49156

EXTRACT from the Bursar's Letter of Instructions to the Solicitor, dated 12th November, 1847:—

"I must observe, that the names of occupiers are given with great distrust of their accuracy; and that in the cases where the lots are stated to be under lease, they were supposed to be so, when given over to us by the Crown; but the Crown leases have expired, and the parties have continued their holding without any renewal."—(Vide Solicitor's Book, p. 18.)

UPPER CANADA COLLEGE REPORT.

PART II.

ON THE AFFAIRS OF UPPER CANADA COLLEGE.

Upper Canada College, or the Royal Grammar School, was founded in the year 1829, by an order of the Provincial Government, vesting the government of the institution in a Board of Managers, designated the President, Directors and Trustees of Upper Canada College.

The endowment bestowed upon this institution consisted of the following lands, viz:—

1st. Block A, known as Russell square, and containing nine acres, constituting the present site and grounds of the College, granted in

2nd.	20,000 acres of land,	granted Dec. 16, 1832.
3rd.	1,080 do do	July 4, 1834.
4th.	42,188 do do	May 16, 1835.

63,268 acres.

5th. Part of Block D, Town of York, (now City of Toronto,) east of Church Street and north of Newgate Street, containing 5¼ acres, divided into Town lots, 28th November, 1834.

The above total of 63,268 acres has, by exchanges of lands and resurveys, been increased to 63,994½ acres. These lands were situate in various parts of Upper Canada; in some Townships the quantity appears to have been large.

The grant of 20,000 acres in 1832 consisted of lands situate in three Townships, as follows:—

In Mossa.....	3,046 acres.
Ekfrid.....	12,501 do
Seymour.....	4,453 do

Total..... 20,000 do

The grant of 1,080 acres, in 1834, was all in the Township of York.

The grant of 42,188 acres comprised the lands situate as follows:—

In Hawkesbury.....	600 acres.
Mountain.....	700 do
Wolford.....	965 do
Bastard.....	1,600 do
Thurlow.....	776 do
Ameliasburgh (Huff's Island)	900 do
Seymour.....	17,358 do
York.....	558 do
Walsingham.....	2,000 do
Windham.....	600 do
Blenheim.....	700 do
Zorra.....	868 do
Carradoc.....	2,840 do
Woodhouse.....	539 do
Blandford.....	5,340 do

36,340 acres.

The remaining portion of this grant, say 5,844 acres, was distributed over the following Townships, in quantities varying from 400 to 100 acres in each, viz:—

Cambridge,	Wolfe Island,	Scarborough,
Cornwall,	Hamilton,	Toronto,
Edwardsburgh,	Haldimand,	Beverly,
South Gower,	Murray,	Nelson,
Oxford, E.	Cramahe,	Townsend,
Montague,	Markham,	Oxford, N.
Leeds,	Gwillimsbury, E.	Dorchester,
Yonge,	Reach,	Tilbury, E.

The lands were generally in a wild or unoccupied state; some, however, were under cultivation, having been either leased by the Crown or sold prior to being granted to the College.

In addition to the above landed endowment, the College received an allowance from Government of £200 sterling, in 1830; £500 sterling in 1831; and £1,000 sterling per annum afterwards, (Vide King's College Appendix). This allowance appears to have been made from the Crown Reserves; and the faith of the Provincial Government may be regarded as pledged for its continuance, as it constituted one of the items of charge upon these revenues prior to their surrender to the Provincial Legislature, and has been continued to the present in fulfilment of the conditions of surrender. (Vide Council Letter Book, Vol. I., pp. 28—31.)

The general management of the College was conducted by its own Board of Directors and Trustees, from the founding of the institution in 1829, until March, 1833, when, on the recommendation of His Excellency the Lieutenant Governor, it was transferred to the Council of King's College, by which body it continued to be directed until 1st January, 1850.—(King's College Minute Book, Vol. I., p. 192.)

The classes of Upper Canada College were first opened in January, 1830, in the District School House, on Block D, which was occupied by the College until the Buildings, then in process of erection on Block A, were completed.

The College Council having become invested with full authority to dispose of the lands and funds of Upper Canada College, proceeded with this duty as they did with other business; that is to say, they left it altogether in the hands of their Bursar. Ample demonstration of this fact will be found in the statements in the sequel exhibiting the management of the sales, rents, interest, dues, and fees, and other affairs of the College. It could hardly be expected that a corporation, which had already sufficient duties to perform, would do better for its adopted charge than for its own more closely affianced trust. Whilst, however, the Council did not give that heed to the general course of the Upper Canada College affairs which the interests of this institution demanded, they manifested towards the institution no churlish disposition; their want of proper attention to the University affairs and interests seems to have protected the College from any evil consequences of defective fiscal administration, and might longer have done so had not the investigation of 1839 brought to notice the extent to which the funds of the former had been rendered tributary to the latter.

Appendix
(E.E.E.)

31st July.

According to the statements then furnished, Upper Canada College had received advances from the University amounting to £34,409 15s. 2d.; and its expenditure from the commencement, in January, 1830, nine years and a half, had been £60,262 17s. 8d., of which amount £30,257 15s. 3d. was for salaries to masters. (Vide Report of T. C. Patrick, Minute Book, Vol. II., pp. 117-118.) It was also discovered that £2,154 10s. 7d. of its own funds, constituting the entire balance on hand, were held by three parties, officers of the University and the College. Of the above £2,154, the College collector, according to his own shewing, had appropriated £1,539 3s. 11d. to his own purposes. During the same time the fees and dues for tuition, boarding, and stationery, which should have been regularly collected, had been allowed to run into arrears to an unknown large amount, a very great part of which has, either from the insolvency of parents and guardians, or other causes, proved a total loss to the College. (Vide Minute Book, p. 52, *et passim*; and Council Letter Book, Vol. I., pp. 47-49, *et passim*.)

It would seem that not only was the College open to certain individuals, as a free school, but books, stationery, and even board and lodging, were had on like terms. (Vide General Letter Book, Vol. II., p. 266.) Nor was this system of accommodation confined to the period prior to 1839; it prevailed until a comparatively recent date, as in 1845 the Professors of the University and Bursar, by order of the Council, availed themselves of the privilege. (Minute Book, Vol. III., pp. 186, 198.)

From the general summary of the Balance Sheet hereto annexed, it will be seen that of £2,829 3s. 5d., being the amount of Upper Canada College arrears of dues, placed in the hands of the Solicitor for collection by legal process, £1,716 13s. 8d. has been lost in consequence of the parties sued pleading the Statute of Limitations. (For a list of these parties see appended return by the Solicitor, dated 7th January, 1849.) The residue of the above £2,829 3s. 5d., say £1,112 9s. 9d., the Commissioners find has not been brought to the College account; consequently it must be lying in the hands of the Solicitor, or not yet collected by him.

From the letter of Mr. DeLaHaye, of 10th July, 1849, (see Appendix,) explaining his inability to answer Question No. 1, it will be observed that no correct estimate can be formed of the actual amount of College dues in arrears when the list of defaulters was handed to the Solicitor; and from the "Prefatory Observations" of the former collector, dated Toronto, Dec. 4th, 1839, (see Appendix,) there can be little difficulty in perceiving that any attempt by the Commissioners or by the present College collector to ascertain the extent of loss to the College, resulting from undiscovered arrears up to that period, would be entirely fruitless.

It will be seen from the "General Summary" that the loss sustained by the College from the former collector's default, taking the amount as not exceeding that ascertained by himself, is, including interest, to 1st January, 1850, £860 6s. 3d. But this amount does not in reality cover the loss; for the College took a number of Town lots at a valuation of £1,150 in part payment. These lots have remained on hand since the date of transfer, in 1839, unsold and unproductive, excepting one on Adelaide Street, sold for £200, the same price as that allowed for it. On this lot there has been paid on account of principal and interest, only £21 1s. 6d., leaving a balance of £277 7s. 10d. unpaid on 1st January, 1850.

Appendix
(E.E.E.)

31st July.

The loss to the College, on account of interest on the investment in the property of the collector referred to, as regards the defect of accruing uncollected revenue is £609 10s. 2d.

An amount of £454 3s. 1d. for principal and interest to 1st January, 1850, appears to the debit of Rev. Dr. Phillips, being loss from dues received by him and not paid to the College. This gentleman received from the College, from 1835 to 1849 inclusive, a pension of £111 2s. 2d. per annum; but no deduction appears to have been made in discharge of his deficit above mentioned. Another amount of £120 3s. 1d. for principal, on account of dues collected by the late Mr. James Duffy, stands to the debit of that gentleman's account.

The total amount of dues collected and passed to debit of Cash account, up to 1st January, 1850, has been £38,073 8s. 4d. nett. The amount of dues collected by various officers of the College, accounted for and unaccounted for, together with those in process of legal collection, and those lost by Statute of Limitation, has been £7,095 10s. 7d. To the above sums must be added £889 10s. 6d. for commission allowed to collectors. The total amount, therefore, of dues accrued, as far as can be ascertained, up to 1st January, 1850, has been £46,058 9s. 5d., which represents the apparent tuition revenue of the institution for the twenty years from its foundation in 1830 to the end of 1849. But as this total of dues included the charges for boarding, a deduction of £12,814 17s. 10d., being the amount of disbursements under Boarding House account, must be made. This reduces the tuition revenue accrued to £33,243 11s. 7d., and from this latter sum should be deducted £7,205 14s. 7d. to debit for stationery account, or a very large proportion thereof, and a further sum of £814 8s. 1d. to debit of "Exhibitors."

The nett tuition revenue accrued in twenty years may, therefore, be estimated to have been about £26,000, (allowing, say, £1,020 to the College's own portion of the stationery account).

The amount paid in the above period for salaries of masters has been £58,783 13s. 2d. It is evident, therefore, that the College, if unsustained by any endowment, could not be continued as an educational seminary. But it will be ascertained from the answers furnished by Mr. Principal Barron, to certain questions of the Commissioners submitted to that gentleman, 5th January, 1849, (vide Questions and Answers in Appendix,) that in consequence of the improved system of management introduced in the commencement of 1844, the income of the College has been very materially benefitted. Mr. Barron estimates the receipts from College dues at £1,500 a year, which is considerably over the general average for the entire period, from 1830 to 1850. Mr. Barron's answer to Question 6, (vide Appendix,) exhibits the additional important and promising fact that the enforcement of the new system of collection of fees in advance, so far from having resulted in a decrease of pupils, has been followed by an increase.

The Commissioners may here state, and they do so with unusual and high gratification, that the accounts of Upper Canada College, as at present and for several years past kept by the collector, Mr. DeLaHaye, are alike creditable to that officer and profitable to the institution; if improved by the introduction of the double entry system, these books might be said to be unexceptionable.

Appendix
(E.E.E.)

31st July.

The Commissioners are very happy to find, from an examination of the accounts in their books, from 1st January, 1844, to 1st January, 1850, that the total receipts of the institution exceed the total expenditure by £1,633 13s. 6d., as may be seen by the following abstract:—

	RECEIPTS.	EXPENDITURE.
1844,.....	£7,273 6 1	£4,297 15 1
1845,.....	5,984 1 3	5,420 0 8
1846,.....	3,213 5 9	3,762 11 5
1847,.....	2,332 10 8	4,332 7 0
1848,.....	4,263 17 2	3,750 17 10
1849,.....	3,687 1 3	3,556 16 8
	<u>£26,754 2 2</u>	<u>£25,120 8 8</u>
Difference,.....		1,633 13 6
		<u>£26,754 2 2</u>

When it is considered that the College Boarding House has latterly ceased to be a charge on the College funds, and that the income from rents and interest must be gradually increasing, it is apparent that the institution, under a continuance of good management and an improved system in the land department, will soon be in a prosperous condition, especially as its large debt to King's College University has been, by the new University Statute, cancelled.

The receipts shewn in the preceding abstract, it is true, include £6,164 18s. 11d., the proceeds of sales of land, interest, and rents collected by King's College. The Upper Canada College books do not shew the respective amounts for purchase, interest, and rent, separately; and the entries are so mixed up in the King's College books as to preclude the possibility of a clear exposition of them by the Commissioners. By reference to the "General Summary" it will be seen that the Cash receipts from the above three heads have, from the opening of the accounts in 1829 to the end of 1849, been as under:—

For Purchase.....	£14,497 18 5
Interest.....	6,511 10 8
Rents.....	574 10 10
	<u>£21,583 19 11</u>

The Sales receipts, therefore, have been equal to about two-thirds of the whole. Taking this ratio as applicable to the £6,164 18s. 11d. received from the three heads in the last six years, would give £4,109 19s. 3d. from purchase money, and £2,054 18s. 8d. from rents and interest; and from the above £4,109 19s. 3d. of capital, deducting the apparent excess of income shewn in the preceding abstract, say £1,633 13s. 6d., there remain £2,476 6s. 5d. as excess of expenditure over nett income, for the aggregate of the last six years; or say, £412 14s. 5d. per annum, being only £121 9s. over the annual deficit estimate by Mr. Barron, (vide Appendix.) But it must be remarked, that in consequence of the extreme negligence of the College Council in the collection of Upper Canada College rents, out of a total of £3,170 2s. 8d. of rent accrued, only the above sum of £574 10s. 10d. was collected; £160 18s. 9d. has been totally lost; and £1,332 7s. must be called doubtful; whilst in the Interest account, of £10,998 18s. 5d. accrued, only £6,511 10s. 8d. have been collected, and £611 12s. 6d. have been lost. Had the College affairs been duly attended to, there can be no doubt that for several years past the institution would have been found to have ex-

pended less than its nett income—interest on the debt to King's College being excluded. The present state of the land endowment of the College may be regarded as promising. The total quantity of lands sold has been 22,048 acres; leaving, therefore, unsold 41,946½ acres, of which 10,596 are under rent, and 31,350½ are unproductive. It thus appears that Upper Canada College has nearly two-thirds of its landed endowment remaining, whilst, as has been shewn in the Report of the Commissioners on the affairs of King's College, the University has only about two-fifths of its lands remaining unsold; and it is very probable that the actual value of the unsold lands of the former institution will be found not much below that of the unsold lands of the latter; for there is every reason to believe that the sold lands of the University include the great bulk of the most valuable lots, whilst the same fact will not hold with respect to those of Upper Canada College. The Schedule of sold and unsold lands of Upper Canada College, given in the Appendix, shews that of the extensive tracts originally held in several excellent Townships a large proportion remains unsold. On the other hand, the similar Schedule appended to the King's College Report exhibits the very contrary.

The present state of that part of the College endowment known as Block D is far from satisfactory. The remissness evinced in the management of this part of the affairs of Upper Canada College is certainly censurable, for the property under charge was at the very doors of the University office. Out of a total of £9,209 5s. 1d., accrued from 1829 to the end of 1849, on this property, for purchase, interest, and rent, only £5,233 6s. 4d. have been collected; and of the latter sum, £50 appears to be in the hands of the University Solicitor. Of the remaining £3,975 18s. 7d., nearly £700 must be written off by Profit and Loss, of which £657 15s. 4d. accumulated in three accounts, namely, those of James Doyle, Charles Daly, and J. Collins. The entire amount paid in the aggregate of these three accounts was £10 6s. 3d. by C. Daly, in part of a total of £171 5s. due by him for rent.

The Commissioners observe among the parties in arrear for purchase, one of the University Professors, against whom there stands a balance of £256 14s. 6d., the purchase having been £210 in July, 1829. Another party, deceased, Mr. P. McArthur, stands in the accounts for £128 5s. 4d. for rent, though, during the time the debt was accumulating, he was paid over £70 by the Bursar, for work done by him on the District and Central Schools on Block D. The College does not appear to have received any thing for rent from this party; he leased the lot in 1840. The College has received altogether on this lot, (No. 9, South side Richmond Street,) £15 12s. At the time it was leased to P. McArthur, £87 10s. 7d. stood against it for balance of interest unpaid; this sum, with the purchase, £130, (sale July, 1829,) has been lost. Another lot, E. ¼ of 4, South side of Richmond Street,) was sold to B. Kennedy, for £50 10s., in September, 1829. The only payment received on this lot was £5 1s., being the first instalment of one-tenth, paid at the time of purchase. Why it has remained in this state cannot be stated by the Commissioners.

In the losses of the College, in the General Summary, there appears an item of £110 13s. 5d. Though this amount stands to the debit of Mr. De-la-Haye in the Ledger of the Commission, that gentleman stands fully acquitted by the proceedings of the Council. The footing given by the Commissioners merely shews the difference between the closure of the account by the College Council and by

Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

31st July.

the accountant of the Commissioners, the data having been derived from the face of the College books and records.

The history of this transaction is interesting, as affording an additional proof of the peculiar system of book-keeping adopted by the Council, and the mode of settling accounts with officers falling into default.

It appeared from the statements made by Mr. Barber, in 1839, that Mr. De la Haye had, in December, 1835, stood indebted to the College in the amount of £535 12s. 5d. for College dues collected by him and not paid over to the Bursar. Mr. De la Haye had, from March, 1837, been reducing this amount by stated payments of £10 quarterly on the principal, and various amounts in discharge of accruing interest, and continued to do so until he had paid £200 on the principal and £131 9s. on the interest; leaving £335 12s. 5d. due of principal on 1st January, 1842, and about £5 15s. balance of interest. In 1842 and 1844 he paid £44 18s. on account of interest. (Minute Book, Vol. III., p. 260.) In January, 1846, Mr. De la Haye made a proposition to the Council to close his account by giving, in part payment, 600 acres of land in Ashfield, at 8s. per acre. At this time he owed about £421 17s. 5d. for balance of principal and interest. His proposition included, however, a condition to which the Council demurred; it was, that the total payments made by him since the commencement should go to his credit in discharge of principal. Taking these payments for rough calculation, from the end of each year, the following will represent the state of the account current of principal thus disposed of:—

1837, Principal due.....	£535	12	5	
Do Paid.....	69	2	0	8 years
<hr/>				
1838, Principal due.....	466	10	5	
Do Paid.....	68	10	0	7 years
<hr/>				
1839, Principal due.....	398	0	5	
Do Paid.....	48	9	0	6 years
<hr/>				
1840, Principal due.....	349	11	5	
Do Paid.....	60	17	0	5 years
<hr/>				
1841, Principal due.....	288	14	5	
Do Paid.....	60	0	0	4 years
<hr/>				
1842, Principal due.....	228	14	5	
Do Paid.....	15	0	0	3 years
<hr/>				
1844, Principal due.....	213	14	5	
Do Paid.....	29	18	0	1 year.
<hr/>				
	£182	16	5	

Mr. De la Haye would have thus reduced the principal from £535 12s. 5d. down to £182 16s. 5d.; and allowing him interest on his several payments from dates thereof to Jan. 1st, 1846, and charging interest on the total principal, a balance of interest would appear to his debit of £170 6s. 4d., which being added to the above £182 16s. 5d., gives his nett total debt, treated according to his own proposition, as £353 2s. 9d. The 600 acres of land offered by him at 8s. per acre would have covered £240 of this amount, leaving unpaid £113 2s. 9d. This proposition, as has been observed, the Council declined on 31st January, 1846; but in amendment they closed the transaction on 29th April following, by accepting 400 acres of the same land as payment in full, thus making to Mr. De la Haye, apparently unsolicited by him, a present of £193 2s. 9d.; and according to the mode of disposing of payments in the College office, amounting to £261 17s. 5d.

(N.B.—The land received from Mr. De la Haye remains unsold and unproductive.)—(Minute Book, Vol. III., p. 305.) In the assets in General Summary there stands a sum of £372 6s. 10d. to debit of Colonel Talbot, for various sums of money collected by him for the College, and apparently not paid over by him. The first item of this amount is £7 0s. 7d., entered in the College books to credit of James McLellan, Oct. 2nd, 1830, shown by receipt produced to have been paid to Colonel Talbot, but not found in his returns. (Vide Letter Book A, p. 202; and B, pp. 144, 250, 261.) The next item is £62 10s. paid to Colonel Talbot by Andrew Wilson, and certainly not paid over to the College by Colonel Talbot. (Vide Letter Book A, pp. 232, 257, 376, 427, 428, 441; and G, p. 214.) Another amount of £1 17s. 6d., February 19th, 1830, was received from Andrew Wilson by Colonel Talbot, and remains unaccounted for. Various other sums at different times were received by Colonel Talbot, and in like manner remain unaccounted for. The total, with interest to 1st January, 1850, being as above, £372 6s. 6d. (Vide Letter Book A, pp. 357, 376, 427, 428, 429, 441, 480.—G, 214.—B, 25, 127, 128, 144, 230.—A, 213, 221, 376, 502, 530, 555.—B, 92, 92, 116, 121, 122, 144, 275, 344, et passim.)

Another item in the assets requiring notice is the sum of £231 3s. 3d., under the account of the Receiver General, being for various instalments of purchase paid to that officer on lands granted to the College after sale by the Crown. This money should have been collected from the Government by the College; but it seems to have been overlooked. An amount of £222 10s. 6d., however, stands to the credit of Crown Lands Department in liabilities. Several items appear as overpayments to various officers of the College; say to

F. W. Barron.....	£151	14	3
J. G. Howard.....	27	15	7
Herschfelder.....	123	12	6

The items demand notice, not because of the loss involved in the aggregate, but as being exemplifications of the general system which appears to have long prevailed in the University office of paying the Professors, masters, and officers, in both the University and the Upper Canada College in advance of their claims. In some instances the parties thus overpaid died indebted to the University, and it became necessary to cover the balance against their accounts by posthumous gratuities. In other instances the indebted parties sold the University wild lands amounting to considerably over the balances against them; but in these cases the Commissioners, not knowing the true value of the property received, can say nothing as to the gain or loss in the operations. The most objectionable circumstance connected with these overpayments was the confused and irregular mode of keeping the personal accounts of the University and College stipendiaries in the books called Private Ledgers. A number of these accounts appear to have been kept on the credit side, in pencil—in some instances for several pages or years in succession; and the payments of Cash seem to have been made at intervals of two, three, or four days, being in small broken sums, giving indication that the Bursar of the University was also the purseholder of the Professors, masters, and officers of the two establishments. The duties of the Bursar were thus rendered twenty-fold more onerous and perilous than they otherwise would have been; and it is doubtful whether the indebted parties were generally aware of the actual state of their accounts.

ROBERT E. BURNS,
JOSEPH WORKMAN.Appendix
(E.E.E.)

31st July.

Appendix
(E.E.E.)

GENERAL SUMMARY.

Appendix
(E.E.E.)

31st July.

31st July.

ASSETS.		£	s.	d.	£	s.	d.
James E. Small, law account to be accounted for		145	11	7			
Balance of College Dues in his hands for collection.....	£2829 9 5						
Less—barred by Statute, &c	1716 19 8						
		1112	9	9			
Michael Overholl, see for Credit suspense account					1258	1	4
Lieutenant Colonel Talbot, for sums received by him and not accounted for					119	6	4
Invested property.....					872	6	10
George Duggan, for lot on Adelaide Street					1250	0	0
Upper Canada College Buildings					277	7	10
Furniture					17707	6	6
The Receiver General					328	13	10
F. W. Barron, Principal, Upper Canada College, overdrawn by him					231	3	3
J. P. DeLaHaye, for collected dues in his hands, 31st December, 1849.....		136	9	10	151	14	3
Law account unpaid by him		4	5	1			
J. G. Howard, overdrawn by him					140	14	11
David Alderdyce, do do					27	15	7
College Grounds					3	0	0
Mr. Herschfelder, due by him					150	18	4
Mr. Barrett do do					123	12	6
Debts dueable, being unpaid College Dues, considered good					1	9	4
Debts due, on Sales, Lands, viz :—Total amount sold		22541	16	6	1699	16	11
Less—paid on account		14497	18	5			
					8043	18	1
Debts due, on Interest accruing on Sales, Lands, viz :—Total amount charged		10988	18	5			
Less—paid on account	£6511 10 8						
Lost.....	611 12 6						
		7123	3	2			
Debts due, for Rent, viz :—Total amount charged		3170	2	8			
Less—paid on account	£574 10 10						
Lost	160 18 9						
Doubtful	1332 7 0						
		1967	16	7			
					3875	15	3
					1102	6	1
DISBURSEMENTS AND LOSSES.							
Lost, College Dues, as above		1716	13	8			
Mosley, overpaid him account Sales, Lots, Block D.....		32	11	0			
B. & J. Roddy, balance of Note and Interest		5	5	7			
Profit and Loss account		825	16	3			
Interest account		25242	2	10			
Taxes, paid this amount		1262	11	11			
G. A. Barber, balance of his Account and Interest, lost.....		860	6	3			
J. P. DeLaHaye, Interest lost on his Loan account		110	18	5			
Stationery, Books, &c., paid for.....		7205	14	7			
Contingencies		3895	13	5			
Salaries, this amount		58783	13	2			
Insurance, paid this amount		1090	11	2			
Boarding House, paid for supplies, &c.....		12814	17	10			
District School, repairs, paid		435	1	11			
Pension to Rev. Dr. Phillips		1610	19	8			
Land Agency, paid		178	13	6			
James Duffy, College Dues, not accounted for		120	3	1			
Upper Canada College Buildings, paid, repairs		2733	2	3			
Law account, paid		117	8	3			
Exhibitions		814	8	1			
Bridge in Seymour, paid.....		130	18	0			
Rev. Dr. Phillips, College Dues unpaid by him, and Interest		454	3	1			
Doubtful debts, due account of Rent.....		1332	7	0			
Commission, paid for collection of College Dues, including £20, &c., for sales, Block D.....		889	10	6			
					122663	6	5
					£ 159522	8	7
CR. LIABILITIES.							
Crown Lands Department, due for Rent collected					222	10	6
Suspense account, see Mr. Overholl, per contra					75	0	0
College Solicitor					8	11	6
Over payments account, Interest, under payments, included in Returns of Amounts Due.....					18	2	0
RECEIPTS AND GAINS.							
Real Estate, Nett Amount, Sales, Lands		22541	16	6			
Rent do do do charged		3170	2	8			
College Dues, amount collected.....		38073	8	4			
Crown Grant, this amount		19666	12	1			
King's College, Loan Fund and Interest		75506	5	0			
Upper Canada College Rent—for Rent paid by King's College, account of Dr. McCaul, Vice-President		240	0	0			
					159198	4	7
					£ 159522	8	7

THE ENDOWMENT.

	Acres.			Acres.
Grant, dated 16th December, 1832	20000	Nett Amount of Lands granted to Upper Canada College		63994½
Do do 4th July, 1834	1080			
Do do 16th May, 1835	42188			
	63268	Less—Sold in 1829.....		106
Add—Grant in Euphrasia, 20th March, 1845, in exchange for Lands in Seymour	466	1830.....		829
Do do same date, &c., in Wawa- nash	400	1831.....		1473
Add—Increase, by resurvey, of Point B, Amelias- burgh, or "Huff's Island".....	210	1832.....		3275
	64344	1833.....		4813½
Deduct—277 acres in Seymour, granted to Captain Cameron by the Crown, for which the College received 866 acres as above	277	1834.....		2577½
Short Measurement, Lot 8, 6, Concession, Blandford	15	1835.....		2128
Deduct, Lot No. 12, 4, Concession, Bland- ford, sold by Govt., to R. R. Hunter, though deeded to the College.....	16	1836.....		1145
Short Measurement, Lot 1, 7 Range, Ekfrid	32½	1837.....		900
Deduct off Lot 21, 1 Concession, Wood- house, allowed to the purchaser on reason being assigned in the Minutes...	9	1838.....		1058
	349½	1839.....		810
	63994½	1840.....		100
		1841.....		300
		1842.....		611
		1843.....		917
		1844.....		397½
		1845.....		490
		1846.....		87½
		1847.....		566
		Total Sold.—See Note.*.....		22084
		Under Lease and Rent		10596
		Unproductive		31814½
		Total Unsold		41910½
				63994½

Also unproductive :—

- Lot H, North Side Newgate Street, Toronto, Block D.
- Do 11, East do Church, South March, do.
- Do 12, do do do do do do.
- Do A, South Side March, do do do. Marked in Diagram "School".
- Do 3, do do do do do do.
- Do 11 and 12, West of Newgate Street, South March, occupied by the District School.

Buildings erected by the District :—

- Under Lease—W. ½, Lot 9, Block D, Newgate Street.
- Lots 1 and 2, West Side Newgate Street, occupied by the Central School.
- West ½, Lot 5, North of March Street.
- Lot 9, South March Street.

Upper Canada College was also endowed by grant with Block A, called Russell Square, in Toronto, containing nine acres, which block is the site of the College.

* NOTE.—Endowment as above.....	63,994½
Increase, 6, 2, Mossa	2
	63,996½
Sold, total.....	22,084
Less, 1835	86
	22,048
Deduct, 7½ short, 8, 5, Beverly	41,948½
	7½
Present apparent Unsold Lands	41,941 acres.

Appendix
(E.E.E.)
31st July.

Appendix
(E.E.E.)
31st July.

STATE of the ENDOWMENT on the 1st January, 1850, shewing the Number of Acres originally in each Township, and the quantities Sold and remaining Unsold.

Township.	Total Grant.	Sold.	Remaining.
Ameliasburgh.....	1100 acres.		1100 acres.
Bastard	1600 do	400 acres.	1200 do
Blandford	5309 do	5109 do	200 do
Beverly	192½ do	102½ do	
Blenheim.....	700 do	100 do	600 acres.
Cornwall.....	200 do	200 do	
Cambridge	400 do		400 acres.
Cramahe	100 do		100 do
Carradoc.....	2840 do	540 acres.	2300 do
Dorchester	200 do		200 do
Edwardsburgh	400 do		400 do
Ekfrid	12483½ do	4319½ acres.	8164 do
Euphrasia	466 do	466 do	
South Gower.....	200 do		200 acres.
Gwillimbury, East.....	200 do		200 do
Hawksbury, East	600 do	400 acres.	200 do
Hamilton.....	400 do		400 do
Haldimand	400 do		400 do
Leeds	200 do		200 do
Mountain	700 do		700 do
Montague	300 do	200 acres.	100 do
Murray	200 do	100 do	100 do
Markham	200 do	150 do	50 do
Mossa	3076 do	2411 do	665 do
Nelson	400 do	200 do	200 do
Oxford.....	300 do	15 do	285 do
Oxford, North	60 do	60 do	
Reach	200 do		200 acres.
Seymour.....	21534 do	3800 acres.	17734 do
Scarborough	384 do	264 do	120 do
Toronto	200 do	200 do	
Townsend	200 do		200 acres.
Tilbury, East	200 do	200 acres.	
Thurlow	776 do		776 acres.
Wolford	965 do	150 acres.	815 do
Wolfe Island	100 do		100 do
Walsingham	2000 do		2000 do
Windham	600 do		600 do
Wawanash	400 do		400 do
Woodhouse.....	530 do	530 acres.	
York	1638 do	1538 do	100 acres.
Yonge	200 do		200 do
Zorra	868 do	503 acres.	365 do
	64032 acres.	22048 acres.	41984 acres.
Less--Lot 10, 2, Range, Mossa, sold by G. Williams, not in the patent			28
Do do 17, 4, do Ekfrid, do and accounted for			15
			43 do
Present apparent unsold lands.....			41941 acres.

APPENDIX TO UPPER CANADA COLLEGE REPORT.

ARREARS OF TUITION FEES OF UPPER CANADA COLLEGE.

(Minute Book, Vol. II., p. 191, No. 9, June 20, 1840.)

Dr. McCaul gave notice that he would, at the next meeting of Council, submit the state of arrears of dues to Upper Canada College, and request the advice of the Council as to the adoption of measures for the speedy recovery of the large amount remaining unpaid.

Pursuant to notice given at the last meeting, the Principal of Upper Canada College reported to the Council that various sums, in the whole amounting to £3,467 16s. of arrears for College dues incurred previously to 21st March, 1839, remained unpaid; he therefore prayed the directions of the Council as to the measures to be taken for collection of these arrears. (Minute Book, Vol. II., p. 193, No. 4, 27th June, 1842.)

Ordered, That the Principal be directed to address the following circular letter to the persons appearing indebted to Upper Canada College for arrears incurred previous to 20th March, 1839:—

(Circular.)

SIR,

By direction of the Honorable Council of King's College, I have to remind you that the balance appearing below remains charged against you in the accounts of Upper Canada College. And I am further instructed to request immediate payment, it being in contemplation of the College Council, immediately after the 1st August next, to cause legal steps to be taken for the recovery of all outstanding claims.

I have the honor to be, &c., &c.

(General Letter Book, Vol. II., p. 473, Jan. 13, 1846.)

To F. W. BARRON,
Principal of U. C. C.

KING'S COLLEGE OFFICE,
January 13th, 1846.

SIR,

I am directed to request that you will cause the collector of Upper Canada College to furnish me with a list of all the parties who stood indebted to the College for the education of their children at the time of the adoption of the new system of collecting, and whose accounts still remain open for sums then due, expressing the amount yet due from each.

(Signed,) H. BOYS.

(Minute Book, Vol. III., p. 305, No. 5, April 29, 1846.)

The Principal of Upper Canada College, in compliance with Minute No. 9 of the proceedings of the 4th ultimo, presented a list accompanied with several accounts of thirty persons indebted to that institution for the education of their children:

No. 5. The Council directed that the following letter should be printed and sent by the Boarding House Master of Upper Canada College to the parents of those boarders whose quarterly dues are unpaid:—

"I have the honor to enclose a copy of the Regulations relative to the College dues, and beg to acquaint you that conformably thereto I am directed to send home your son forthwith if the Regulations are not immediately complied with."

No. 6. Dr. McCaul reported the following recommendation from the Committee of Upper Canada College arrears:—

Whereas, it appears that many accounts due to Upper Canada College, which were contracted before the year 1842, remain unpaid, although repeated applications have been made by the collector of the College for payment thereof, that those accounts shall be forthwith placed in the hands of the Solicitor for collection, and that he be instructed to proceed for their recovery.

Which recommendation was received and adopted.

ARREARS ON BLOCK D.

(Minute Book, Vol. II., p. 136, No. 16, Nov. 8, 1839.)

The Bursar submitted the following particulars respecting the occupancy of Block D, in the City of Toronto:—

This block was a school reservation, and was deeded to the College on the 28th November, 1834, for the uses of Upper Canada College. It was divided into building lots, which lots were sold by auction, the purchasers to pay down one instalment, and not to be called upon for the remainder as long as they paid the interest thereon annually. Six of the purchasers have never paid even their first instalment; six of them have paid up their purchase money, and have got their deeds; the rest of them, for the most part, are greatly in arrears, and together are indebted to the College..... £5,996 1 4

Being, for purchase		
money.....	£4133 14 0	
Do. Interest.....	1862 7 4	
		£5,996 1 4

Appendix
(E.E.E.)
31st July.

Whereupon the Council resolved, That the Bursar do immediately employ a competent person to examine into and report the state of every lot in Block D, and that he shall proceed with as little delay as possible to bring the parties to a settlement of their accounts.

(Minute Book, Vol. II., p. 142, No. 4, Dec. 28, 1839.)

The Bursar reported that the purchasers of the Town lots in Block D, in Toronto, are desirous of having some better title granted to them by the College than that which they now hold, which is merely the auctioneer's receipt for the payment of their first instalment.

Whereupon the Council agreed that a Bond for a deed should be given to them.

(Minute Book, Vol. II., p. 175, No. 4, May 27, 1840.)

The Bursar reported the situation of certain building lots in Block D, in Toronto, belonging to Upper Canada College.

Whereupon it was ordered, That the following lots, having been abandoned or formally relinquished by the purchasers, be resumed by the College, and that the selling or letting of them be deferred for future consideration, viz:—

- Nos. 11 & 12, Church Street, Mr. John Spragge.
- Lot A, Newgate Street, do
- Lot W. 1/2, 9, do James Marshall.
- Lot 3, S. side March Street, John Collins.
- Lot A, do do do
- Lot W. 1/2, 5, W. side, do Edward Duffy.
- Lot 9, S. side of Richmond Street, John Collins.

And it was ordered, That the Bursar do transfer to the Solicitor of the Corporation the particulars of the arrears due on the following lots, with instructions to proceed against the several purchasers without delay by ejectment, they not having attended to the applications made to them for the large amount of arrears due from them to the College, viz:—

Lot.	Purchaser's Name.	Amount of Arrears due to the College.		
		£	s.	d.
E. 1/2, No. 4, Newgate Street.....	Henry Weir	74	6	1
W. 1/2, No. 4, do do	B. Kennedy	75	0	4 1/2
W. 1/2, No. 6, South side March Street	Patrick Healy.....	68	10	0
No. 5, do do	Andrew Shore	155	6	0
E. 1/2, No. 6, North side do	William Shaw Kingsmill	159	18	1 1/2
W. 1/2, No. 6, do do	William Shaw Kingsmill			
No. 7, Richmond Street	Sheriff Jarvis	288	1	0
No. 8, do do	Sheriff Jarvis			
No. 3, do do	Barney Cotton	165	17	3
No. 1, Church, South of March Street	— Blevins	275	5	10
		£	1257	4 8

(Minute Book, Vol. III., p. 186, No. 4.)

MEETING OF THE COUNCIL,
April 19th, 1845.

Moved by the President, That the dues for tuition in Upper Canada College shall be remitted in favor of the sons of the Professors of the University. Which motion, being seconded by the Principal of Upper Canada College, was put and carried.

10th May, 1845.

Moved by Mr. Barron, That the sons of Dr. Boys be admitted to tuition in Upper Canada College on the same terms as the sons of Professors. Which motion, being seconded by Dr. Beaven, was put and carried.

SECURITIES.

(Minute Book, Vol. II., p. 46, No. 4.)

MEETING OF THE COUNCIL,
14th June, 1839.

That the Collector of Upper Canada College be required to execute a Bond in £300, with two secu-

Appendix
(E.E.E.)
31st July.

rities in £150 each, to be approved of by three members of the Council, for the due discharge of the duties of his office.

QUESTIONS ADDRESSED BY THE COMMISSIONERS TO F. W. BARRON, PRINCIPAL OF U. C. C.

Q. 1st. Will you be pleased to furnish the Commissioners with a return of the number of children of the Professors of King's College, at present receiving gratuitous education at Upper Canada College, in accordance with the order of College Council to that effect, (vide Minute of King's College, Vol. III., p. 186,) shewing the departments in which they are studying, and the rates of tuition charged by the College to other parties for the same branches? Will you be pleased to furnish a similar return for the children of the Bursar of King's College?

Appendix
(E.E.E.)

ANSWER TO QUESTION 3RD.—(Continued.)

Appendix
(E.E.E.)

31st July.

31st July.

	Date of Appointment.	Department.	Salary.				Date of Appointment.	Department.	Salary.		
			£	s.	d.				£	s.	d.
W. Stennett, M.A. 3rd Classical..... (Serves Church of Holy Trinity; derives no emoluments. Has charge of Boarding House, rather a loss at present than gain.)	1846	Classics and History.	166	13	4	J. P. DelaHaye. French Master..... (Is collector, at 3 per cent. average.—Takes boarders.)	1829	French	277	15	6
J. Gouinlock. 2nd English Master.... (Takes private boarders.)		Writing	138	17	8	M. Barrett. 2nd English Master... do do ... (Employed only in College duties.)	1844 1846	Writing & Geography Arithmetic	138 194	17 8	8 8
						J. G. Howard. Architectural Drawing Master	1833		111	2	2

Q. 4th. Will you be pleased to inform the Commissioners what constitutes the entire property of Upper Canada College, and what you consider to be the value of each portion of the same; whether any, and if any, what alterations in the management of the said property are desirable; and whether you consider the Council of King's College, as at present constituted, the most competent or appropriate Board of Management to be invested with the control of said property?

A. The entire property of Upper Canada College consists of 42,085 acres, principally in Seymour and Ekfrid; Block A; Russell square, present site of College in Block D; seven lots unsold.

The best of the lands having been sold, the above property is not at present in demand; and if the debt to the University be not cancelled, but in addition to the debt the interest be charged, the above property would be entirely absorbed to liquidate the University claim.

As to what may be the value of each portion of the Upper Canada College property I am not competent to form an opinion.

I conceive that as the sales of Upper Canada College lands take place the proceeds should be invested for the purpose of raising a fund for the ultimate support of the College; whereas, should the sales of Upper Canada College lands amount in any year to a sum far beyond what might be required for the current expenses of the College, the University would (if I mistake not) expend the balance under the impression that by so doing they were only being repaid a portion of the loan to the College.

If, however, by the Act of Incorporation such a course was contemplated, the whole endowment of the College must inevitably be absorbed, and the result to the one institution would be most burdensome, or to the other disastrous in the extreme.

If, on the other hand, the Act of the Incorporation were to be considered as setting aside the notion of the indebtedness of the College to the University, and efforts were instantly made to sell a certain amount of the property of the College for the sole purpose of investment, the College would be enabled, with the annual grant from Government, not only to maintain its efficiency but to extend, to the

great benefit of the country, its sphere of usefulness without any increase in the rate of fees.

The Commissioners will see by return, (No. 6,) that the result would be most ruinous and wholly destructive to the College if the annual Government grant were discontinued; a grant of which I feel confident they will never recommend the discontinuance as long as the College is equally and impartially open to all, belongs to no exclusive religious body, or as long as similar grants are made to other institutions avowedly exclusive in their system.

Under all the circumstances I am fully convinced that it would be better that the College should have a Board of Management of its own, responsible to no one but the Government.

As to the College Council being a competent Board of Management there can be no doubt that it is; but I do not think it the most appropriate, because it is manifest that University business accumulates more rapidly than the Council can dispose of it, and therefore, when the affairs of Upper Canada College are taken up, it is possible the Council may feel it as so much time taken from their own pressing business; nor can they feel that interest in the institution which I do, or which a Board would whose sole object of meeting was the affairs of Upper Canada College.

Q. 5th. Can you suggest any practicable measures of retrenchment in the expenditure of Upper Canada College, by the adoption of which the institution might be conducted at less expense than at present without any serious injury to the general interests of education in the Province?

A. I am at a loss how to suggest any further practicable measures of retrenchment in the expenditure of Upper Canada College. Compared with similar institutions, the College does not, I believe, possess a great number of masters.

Marlborough College possesses one Head Master, fifteen Assistant Masters, (all graduates,) one French master, one Drawing and German master, and three writing masters. If the number of masters in Upper Canada College be reduced, I am satisfied the efficiency of the institution would be most seriously impaired.

As to effecting retrenchment by reducing the salaries of the masters, I cannot but think from an

Appendix
(E.E.E.)
31st July.

experience of fifteen years that it would be unwise and unjust. The three senior masters were educated at a heavy expense in the University at home; they have married on their salaries with the belief that no reduction would take place; and I would leave it to the Commissioners themselves whether the salaries of these masters are more than barely adequate to support, with any pretensions to respectability, an establishment in Town; and less than respectability of condition is what I humbly conceive no one would desire to see the masterships in the College reduced to. I am aware it has been the custom for a comparison to be instituted between the salaries of the Classical masters in Upper Canada College and those in the public schools of England, on the ground that the salaries of the former are nominally higher than those of the latter, while the other sources of remuneration to the similar masterships in England are carefully concealed. The masters of the public schools in England often retire after a few years with comparatively princely fortunes. This fact is of itself a sufficient answer to the incorrectness of the comparison endeavored to be instituted.

Another objection to effect a retrenchment, by reducing salaries, is, that there is no prospect, after how many years soever of faithful services of a retiring pension.

To effect a retrenchment by reducing the salaries of the junior masters, would, indeed, be a humiliating process for any one to recommend. A daily mechanic is nearly paid as well, and considering the relative positions and grades of occupation, I think a great deal better.

Since the time of my enforcing the strict carrying out of the regulations with respect to the dues, a very large amount of bad debts has been avoided; but yet the total receipts, I am sorry to say, do not cover the expenses. The reason, however, is obvious. The College was not commenced with the intention of its becoming a money-making institution; the rate of fees could not, in a young and poor country, be placed at a remunerating standard. The avowed object at its commencement was to give, at the lowest possible rate of fees, as good and solid an education as was practicable.

Were it to be determined that there should be one large Government public school in the Province, there is the opportunity of conferring the greatest boon on the country by establishing masterships in Upper Canada College, (as in similar institutions in England,) in all the different branches, so as to afford to every youth the opportunity of developing his talent in that path to which he would be by nature attracted.

I beg to subjoin a list of the different items on which a saving has been effected since I became Principal, attended, however, with greatly increased labor to myself:—

	per annum.
Reduction in Principal's Salary.....	£111 2 2
One Classical master less.....	333 6 8
Pew rent saved.....	25 0 0
Boarding House master, providing the matron	75 0 0
Average of 50 Boys in Boarding House, paying for tuition £9 instead of £6, as formerly.....	150 0 0
<i>Carried up.....</i>	<i>£694 8 10</i>

Appendix
(E.E.E.)
31st July.

<i>Brought up.....</i>	<i>£694 8 10</i>
Collector's per centage saved on Boarding House dues, by being collected by Boarding House master.....	50 0 0
Difference between Mr. Cosen's salary and Mr. Stennett's	25 0 0
	<hr/> £769 8 10
Recommended increase to Mr. De la Haye's salary, for long service.....	£50 0 0
Do do the Porter's.....	10 0 0
	<hr/> 60 0 0
	<hr/> £709 8 10

Q. 6th. Will you be pleased to state what proportion of the present total expenditure of Upper Canada College, (including estimated rental of buildings, incidental outlay for repairs, insurance, management of property, and all other disbursements,) is made up from tuition fees or other dues collected from the parents and guardians of the pupils?

ANSWER TO QUESTION 6TH.

An Estimate of the Establishment of Upper Canada College:—

Names.	Appointments.	Salaries, &c.
F. W. Barron, M.A.,	Principal.....	£555 11 1
Rev. H. Scadding, M.A.,	1st Classical Master.....	333 6 8
Rev. W. H. Ripley, B.A.,	2nd do do	333 6 8
Rev. W. Stennett, M.A.,	3rd do do	166 13 4
Rev. G. Maynard, M.A.,	Mathematical	333 6 8
Mr. J. P. DelaHaye,	French.....	277 15 6
Mr. M. Barrett,	1st. English.....	194 8 8
Mr. J. Gouinlock,	2nd. (Writing).....	138 17 8
Mr. J. G. Howard,	Geometry, Drawing	111 2 2
Samuel Alderdice,	Porter.....	50 0 0
		<hr/> £2,494 8 5
Sandries Estimated.		
Exhibitions.....		102 0 0
Prizes.....		90 0 0
Stationery		50 0 0
Repairs.....		150 0 0
Insurances.....		66 0 0
Fuel, light, and contingencies.....		200 0 0
Land tax.....		230 0 0
Proportion of labor on grounds.....		19 17 0
		<hr/> £3,402 5 5

Estimated receipts from dues	£1500 0 0
Government allowance..	1111 0 0
	<hr/> 2,611 0 0
	<hr/> £791 5 5

Estimated sum annually collected from rents, interest, &c., on landed property.....	500 0 0
---	---------

Estimated annual deficiency.....	£291 5 5
----------------------------------	----------

Q. 7th. Has the number of pupils attending Upper Canada College increased or decreased since the enforcement of the system of tuition fees?

A. The enforcement of the system of tuition fees was commenced on the first of January, 1844; for one quarter only the diminution in the number of pupils is observable. By answer, (No. 2,) it will be seen, that with the exception of that one quarter,

Appendix
(E.E.E.)

31st July.

the number attending College in each quarter since the regulations respecting the dues were enforced have been greater than at any other period since the opening of the institution. Mr. Barron became Principal in the last quarter of 1843, and the relative average attendance per quarter since that time is as follows:—

71 Boys more per quarter than in time of Dr. Harris.
35 do do do Dr. McCaul.

(Signed,) F. W. BARRON,
Principal, U.C.C.

“Prefatory Observations,” by George Anthony Barber, Esq., late collector in Upper Canada College:—

“Not having kept a set of books during any part of the time I held the office of College collector, I cannot, of course, positively say that the accompanying detail of the balances returned as due is in every particular correct. The College Register, in which the names of the pupils in the gradation of charges have been duly entered at the end of each quarter, has been my guide for the dues, &c., &c. The Book accounts which have been in Mr. Rowsell's hands since March 20th, 1837, have, from his quarterly bill in detail, been readily ascertained. The book accounts antecedent to March 20th, 1837, have been made out from detached accounts kept on loose sheets of paper, which took much time and labor to bring into any order. The payments I have received on the College account have some times been made as loose memorandums in my Check-book; sometimes the items composing a payment made to my credit in the Bank are written on the paper accompanying the money, &c.; but from the outset I kept no Cash-book. I have, therefore, made out the detailed and other accounts as well as I was able from the imperfect materials I had at command. I am not aware of any error in them, as I have patiently and diligently sought for correct information through my numerous loose papers; but it must be evident that mistakes may have occurred without my having the means of rectifying them, and I mention this circumstance in particular in order to prevent injurious surmises.

I am strongly impressed with the belief that there are balances unpaid, in the shape of intervening quarters left unsettled, which I can never point out, as when a quarter's account was paid me I had no sure authority that the preceding one had been liquidated.

I have no books or papers that can be of any use to my successor; what facts I have been able to realize are mixed with irrelevant and often times private matters, otherwise I should certainly have handed every thing of that description to Mr. Duffy.

All which is respectfully submitted.

(Signed,) GEO. ANT. BARBER.

Toronto, Dec. 4th, 1839.

EXTRACTS of the Minutes of the College Council, having reference to the settlement of Mr. DelaHaye's debt.

Appendix
(E.E.E.)

31st July.

(Minute Book, Vol. III., p. 260, Jan. 31st, 1846.)

No. 5. The Principal of Upper Canada College submitted a letter from Mr. DelaHaye to the Council, requesting that he might be allowed to settle his debt to the College by transferring land in Ashfield, at 8s. per acre, from a block of 600 acres, adjoining the College lot in that Township; and that the Council would consider all the money he hitherto has paid on account as principal.

The Council could not consent to the latter part of the proposal; but on the motion of the Solicitor General, seconded by Dr. McCaul, resolved that Mr. DelaHaye's proposition to convey to the College 600 acres of land in the Township of Ashfield, in lieu of the debt due by him to the College, be accepted, and his mortgage be therefore discharged.

(Minute Book, Vol. III., p. 305, No. 6, April 29, 1846.)

No. 6. The Principal of Upper Canada College proposed, that in consideration of Minute No. 5, of the proceedings of the 31st January last, it be resolved, that 400 acres in Ashfield be taken from Mr. DelaHaye as payment in full of his debt.

Which resolution, being seconded by Professor Gwynne, was put and carried.

(Minute Book, Vol. III., p. 386, March 6th, 1847.)

No. 5. Mr. DelaHaye transmitted to the Council the Crown patent for 400 acres of land in the Township of Ashfield, in discharge of his debt to Upper Canada College.

Whereupon, the Bursar was directed to carry into effect the Minute on this subject passed on the 29th April, 1846.

KING'S COLLEGE OFFICE,

TORONTO, August 7th, 1849.

SIR,

With reference to those queries of the Commissioners of Inquiry which I had referred to the Principal of Upper Canada College for answers, I beg to enclose to you the following documents:—

No. 1. A letter from the Principal, dated 12th July, 1849.

2. A letter from Mr. DelaHaye to the Principal, dated 10th July, 1849.

3. Queries Nos. 1, 2, 3, 4, with Mr. DelaHaye's answers to No. 2, 3, 4.

4. Query No. 9, with Mr. DelaHaye's answer.

5. Mr. Small's return of suits placed in his hands, dated the 17th January, 1849.

Appendix
(E.E.E.)

31st July.

Severe illness has prevented me from transmitting these papers earlier.

I have the honor to be,
Sir,
Your most obedient Servant,

(Signed,) H. BOYS.
Bursar, K.C.

Dr. WILLIAMSON,
Secretary to Commission of Inquiry.

UPPER CANADA COLLEGE,
July 12th, 1849.

MY DEAR SIR,

I send you herewith Mr. DeLaHaye's answers as far as they go. I have long ago requested in writing from Mr. DeLaHaye that he would answer at once the Commissioners; but he expected assistance.

Perhaps the Commissioners could send over one of their clerks, as they have done to the Bursar's office. There is a spare room in the College where a clerk could work without interruption.

Yours truly,
(Signed,) WM. BARRON.

You would oblige me by sending this note to the Commissioners, and also Mr. DeLaHaye's note to me.

UPPER CANADA COLLEGE,
10th July, 1849.

MY DEAR SIR,

In answer to the letter of the Bursar of King's College respecting the five queries put to me on the financial affairs of Upper Canada College, I beg to state that I have answered four of them; but the one I have omitted is of such length and difficulty that it would require more time and labor than I can possibly afford, after my College duties are over, to answer it satisfactorily. It applies particularly to old arrears of dues in Mr. Barber's time, which were never since put in a proper form of books by his successor, Mr. Duffy. Add to this the lapse of time, and the irregularity in which the accounts were then handed over to the College, and I am sure you will agree with me that it is more than I could do alone to bring them into a satisfactory form of book-keeping, as they ought to be, before they pass into the hands of the Commissioners. I do not think it fair to request from the present collector such extra labor as it would require to put his predecessor's accounts in a fit state to be given to the Commissioners unless he gets some assistance. When I first received from Dr. Boys the Commissioners' queries, I applied to them for a clerk to assist me; their reply was, that they had no power to allow me such person, but referred me to the College Council as the proper authority to grant my request. I therefore petitioned the Council, with the hope of getting the necessary assistance, for a short time only, and to enable me to get through the work without delay. I intended to

give all my evenings to help him, being the only time I could spare; but to this day I have had no answer from that body. Perhaps the Commissioners could spare me one of their clerks, to come over to the College to work under my explanations, and whom I would assist after College hours.

I am, dear Sir,
Yours most truly,

(Signed,) J. P. DE LA HAYE,
Collector, U.C.C.

To WM. BARRON, Esq.,
Principal, U.C.C.

Appendix
(E.E.E.)

31st July.

ANSWERS to four Queries transmitted to the Bursar of King's College by the Commissioners, in their letter, dated 23rd November, 1848:—

Q. No. 1. See, for Question, Appendix to King's College Report.

[No answer furnished.]

Q. No. 2. See, for Question, Appendix to King's College Report.

A. This return was never given to me, therefore I knew nothing about it; but my impression is, that it must have been sent to the Bursar by Mr. Small, in reference to some accounts in his hands for collection. If so, the Bursar is the only person who can give the Commissioners a satisfactory answer to this query.

Q. No. 3. See, for question, Appendix to King's College Report.

A. Mr. Small's return of the suits placed in his hands, as Solicitor to the University, which is here annexed, will answer that question.

Q. No. 4. See, for Question, Appendix to King's College Report.

A. My predecessors kept no books for loss, and I have worked on the same plan. The only book in which the accounts are kept in detail is a Ledger.

Query No. 9, being one of a set of queries transmitted to the Bursar of King's College by the Commissioners, on 23rd November, 1848. (See question No. 9, of twenty-seven Questions, Appendix to King's College Report.)

This query relates to the affairs of Upper Canada College, and was sent to the Principal of that institution.

Query 9. What was the amount due by Mr. George A. Barker for tuition fees to Upper Canada College at the time he applied for exemption, (31st March, 1847: Minute Book, Vol. III., p. 394, No. 7.) and what was the actual amount remitted from that account.

Appendix
(E.E.E.)

31st July.

A. The whole amount due was.....	£74	1	0
Deduct Book account and Stationery	12	18	5
College dues.....	£61	2	7
remitted by the Council.			

A RETURN of the Suits placed in the hands of the Solicitor to the University of King's College, for collection of dues to Upper Canada College, for tuition :—

Alex. Rennie, paid upon being notified...	£36	19	5
Francis T. Billings, sued, since paid....	50	12	6
Chas. Statesbury paid upon being notified	5	11	0
W. B. Jarvis do do do	59	15	2
John Kirkpatrick, sued, since paid.....	20	4	8
Dr. J. Hamilton do do	16	0	0
George Denison, sued, part received.....	20	0	0
The remainder having been contracted prior to the incorporation of Upper Canada College with the University, the Court decided could not be recovered: The defendant pleaded the Statute of limitation. Total sum.....	73	7	1
Stanis Daniels, upon being sued, paid, and evaded the remainder by the Statute of limitation.....	6	2	0
Executors of James Givens, upon being sued, paid.....	33	3	3
Mrs. Cockburn, upon being notified, paid	15	0	0
David Paterson, do do	27	2	9
The Hon. L. D. Sherwood, do do and produced receipts for balance.	8	12	5
James A. Keeler, upon being sued, paid	40	4	7
Alfred Digby, do do	29	12	1
Henry J. Boulton, do do and produced receipts for balance.	12	17	10
Wm. Weller, upon being sued, paid.....	27	8	2
A. B. Hawke, upon being sued, paid in Court..... and pleaded the Statute of limitations to the residue.....	5	0	0
Robert Paget gave confession of judgment for £48 14s., and has since paid	39	2	0
Austin Peay, judgment and execution stayed by order.....	25	0	0
George Walton, do returned <i>nulla bona</i>	50	16	6
Joseph Coates, do do do	51	11	6
John Powell, do do do	40	0	0
Wm. Kirby, do do do	50	19	6
Robert Blevins, do do do	59	15	6
Geo. A. Barber, do stayed by order...	15	10	1
Executors of John Connolly, judgment recovered.....	12	18	5
Jacob Latham, judgment confessed for James Fisher, judgment and <i>fi fa</i> returned <i>nulla bona</i>	68	16	9
Wm. Andrews, do stayed by order....	20	0	0
Wm. M. Jarvis, do to issue.....	106	4	10
Jas. Boulton, verdict and judgment for but evaded by Statute of limitation.	28	19	0
Henry Jessopp, judgment confessed and secured by mortgage.....	33	16	4
Executors of Mr. Justice Hagerman, verdict and judgment.....	55	13	4
Mr. Justice McLean, sued, proceedings stayed, and notes for £49 8s. 5d. given at 6 and 12 months, from 23rd July, 1848, given	173	13	0
D'Arcy Boulton, (Executors of,) proved payment of the account handed to me to sue, though a prior account appears unpaid.....	82	10	4
	98	6	10
	11	18	2

Appendix
(E.E.E.)

31st July.

J. F. Taylor, sued, not served, being in Montreal, out of jurisdiction of Court	36	4	4
John Clarke, sued, just recovered, December, 1848.....	33	16	0
Mrs. Heward, sued, debt assumed by her son.....	62	17	2
John Barnhart, sued, pleaded Statute of limitation.....	33	5	4
James Cummins, denies the debt, barred by Statute.....	4	6	6
John Arnold, do do do	8	5	1
J. B. Askin, do do do	6	13	10
Alex. Burnside, do do do	7	5	3
Executors of the Hon. Charles Jones, plead the Statute of limitation.....	12	19	8
W. H. Merritt, no answer to my letter, barred by Statute.....	5	0	0
— Glasgow, gone to Jamaica.....	72	10	9
B. Turquand, in Lower Canada when demand placed in my hands for collection, since dead.....	71	15	4
Executors of G. McMicking, in suit....	62	17	7
Paul McDougall, pleaded Statute.....	15	17	10
Samuel P. Jarvis.....	160	0	0
John Scarlet, sued, denies demand, barred by Statute.....	62	3	9
Robert Stanton, sued, pleaded the Statute.....	111	3	10
Jas. E. Small, paid by check on Bursar	37	14	11

(Signed,) JAMES E. SMALL,
Solicitor to the
University of King's College.

Toronto, Jan. 17th, 1849.

And the following, not acknowledged by Mr. Small, but see Mr. DelaHaye's Memorandum Book, 1846-1847 :—

William Bellingham, 1834. "Dont know where he is.".....	£3	16	3
Mr. Botsford, 1839. "Gone to the States."	44	11	8
G. A. Barber, 1843. No remark.....	61	11	6
Capt. Pottinger, 1840. "Dont know where he is, no Christian name....."	28	17	8
Dr. Cubitt, 1839. do do do	3	11	3
Col. Chisholm, 1839. "Dead, no assets."	22	17	11
John Connolly, 1841. "Dead, widow has promised to pay.".....	32	16	9
Mr. Denham, 1836. "Dont know where he is.".....	24	19	0
George Duggan, senr., 1835. "Says he does not owe.".....	1	17	9
Lieut. Dewson, 1839. "Has not answered my letter, want his Christian name.".....	2	13	6
Hon. J. H. Dunn, 1839. "In England."			
Mr. Edwards, do. "Dont know where he is, nor his name.".....	27	13	1
Mr. Fairbanks, 1833. "Says he does not owe so much, but will pay what is due.".....	14	10	0
Mr. Franks, 1834. "Gone to the States."	2	7	6
Mr. Gifford, 1831. "Dead, not worth a straw.".....	6	11	8
Capt. Fraser, 1839. "Dont know who or where he is.".....	3	1	0
George Hall, 1832, 1839. "Peterborough, written to, no answer.".....	10	14	6
Mrs. Hall, 1831. "Dont know where, nor Christian name.".....	3	14	2
Mr. Groover, 1835 to 1839. "Grafton, what's his Christian name?".....	33	15	11

Appendix
(E.E.E.)
31st July.

Mrs. Hall, 1831. "What's her Christian name? dont know where she is." 52 11 5
 Mr. Gullego. "What's his Christian name? barred by Statute."..... 2 10 9
 Mrs. Higgins. "Dont know her Christian name, nor where she is."..... 10 4 4
 Mrs. Hutcheson, 1839-1840. "Not worth suing."..... 35 9 11
 Capt. Ingell, 1835 to 1839. "Out of the Country."..... 33 12 0
 James Ingersall, since 1835. "No answer to letter, barred by Statute.".... 7 10 2
 Dr. Kegan, 1833. "Dead."..... 7 14 7
 Mrs. Kennidy, 1834 to 1836. "Dont know where or who she is."..... 19 13 0
 Hon. J. Kirby, 1835. "No answer to my letter."..... 3 3 1
 Robert Laurie, 1835 and 1839. "Dont know who, nor where he is."..... 15 15 5
 — Manghan, 1838 and 1839. "What's his Christian name, and where is he?"
 Dr. Meagher. John, Commissariat.... 12 3 8
 "Do. do." 6 18 1
 F. Moore, 1832. "Dead, his son has not answered my letter, dont believe they will pay."..... 17 15 9
 T. Morgan, 1833. "Dont know who

or where he is."..... 10 16 0
 Robert Hamilton, 1836. "Not worth suing, barred by Statute."..... 7 10 0
 Mrs. Muttlebury, 1838. "Dont know her Christian name, &c."..... 3 15 0
 E. Perry, 1836. "Wrote to him at Cobourg, no answer."..... 16 6 4
 Mrs. Major Powell, 1839. "Not worth suing."..... 27 7 9
 Mrs. Shedden, 1839..... 21 19 5
 G. C. Ridout, 1835. "Dead, his sons refuse to pay."..... 66 18 5

Mr. Duffy having collected £1,288 4s. 5d. currency, of old arrears, and Mr. DelaHaye £110 2s. 7d., without detailing from whom, and the compiler having no means of ascertaining the precise facts, presumed that the balance of dues unpaid to March, 1839, is included in the above sums, particularly as a large amount of old arrears was paid to the Bursar by Col. O'Hara.

A. McINTOSH,
Acct. K.C.C.I.

Appendix
(E.E.E.)
31st July.

A N S W E R

TO AN ADDRESS FROM THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 9th June last, praying for a Return in continuation of that sent down on the 16th of July, 1850, shewing the amount of the sums, and the names of the respective parties still in arrear for principal and interest upon the Loans to the Inhabitants of Quebec, under the Provincial Statute 9 Vic. cap. 62: also the number and names of parties, if any, who obtained Loans without giving security, as well as the dates and amounts and nature of the securities given by those who gave security, and the number and names of parties, if any, who have become bankrupt and insolvent, and the amount of loss in such case in consequence thereof, and from all other causes; and also in whose custody the securities taken remain, and how much of the principal and interest has been received by the Government and paid over to the credit of the Consolidated Revenue, and the total expense attending the management of the Fund to the present time.

By order.

J. LESLIE,
Secretary.

SECRETARY'S OFFICE,
Toronto, 31st July, 1851.

Appendix
(F.F.F.)

STATEMENT of the total Expenses of management of Quebec Fire Loan.

Appendix
(F.F.F.)

31st July.

13st July

NAME.	SERVICE.	TOTAL CURRENCY.		
		£	s.	d.
A. W. Cochran.....	Services rendered as Commissioner for the purpose of granting loans or advances to sufferers by the late Quebec Fires in May and June, 1845, from 26th November, 1846, to 28th July, 1848.....	403	0	0
Louis Panet	Do do do	408	0	0
A. W. Cochran and Louis Panet.....	On account of contingent expenses as Commissioners for do do	900	0	0
W. Bristow.....	Disbursements and other expenses incurred in consequence of the inquiry into F. Glackmeyer's defalcation.....	126	4	9
Jean Chabot.....	Professional services in relation to sufferers by Quebec Fires	125	19	11
A. W. Cochran and Louis Panet.....	For paying premiums of Assurance to be effected under 9 Vic. cap. 62.....	500	0	0
F. Glackmeyer.....	Renewing assurances in Quebec.....	50	0	2
Do	Contingent expenses of his office at Quebec, for the year ending 31st December, 1849.....	72	18	0
Do	Salary as clerk in the Inspector General's Department, charged with the Agency of the Quebec Fire Loan, from 15th July, 1848, to 28th July, 1849, at £150, from 1st March to 31st December, 1849, at £200.....	261	2	0
Louis Prevost.....	Do from the 18th May, 1850, to 30th June, 1851.....	224	3	6
		3071	8	4

JOS. CARY,
Deputy Inspector General.

INSPECTOR GENERAL'S OFFICE,
Toronto, 29th July, 1851.

INTEREST received by Louis Prevost, from the general return made on the 16th July, 1850, namely, from the 26th June, 1850, to 1st June, 1851.

DATE.	NAME.	INTEREST FROM 18TH FEBRUARY, 1849, TO 18TH FEBRUARY, 1850.				
			£	s.	d.	
July 8, 1850..	Louis Plamondon, senior.....	February 18, 1849, to 18 February, 1850.....	363	6	0	0
do 18, do ..	do do	April 20, do, to 20 April, do	878	6	0	0
do 23, do ..	J. A. Dorval.....	December 29, 1847, to 29 December, 1848.....	139	4	0	0
do 25, do ..	do do	April 20, 1848, to 20 April, do	617	4	0	0
	Murdoch McKenzie.....	Do do, 1849, to do do	807	4	0	0
	Sam. King, via Chas. Vézina... ..	December 3, 1847, to 3 December, 1849.....	445	8	0	0
	do do	April 20, 1848, to 20 April, do	972	8	0	0
August 10, do ..	Augustin Vocelle.....	December 1, 1847, to 1 December, 1848 Balance.....	448	1	0	0
	do do	April 20, 1848, to 20 April, 1849.....	975	4	0	0
September 5, do ..	Louise Tardif	Do do, 1849, to do do	952	2	0	0
do do, do ..	Michel Schambier	December 1, 1848, to 1 December, 1849.....	413	4	0	0
do do, do ..	Veuve J. B. Coulombe.....	February 1, 1849, to 1 February, 1850.....	100	4	0	0
	do do	April 20, do, to 20 April, do	577	4	0	0
do 6, do ..	Henry O'Connor.....	December 11, 1848, to 11 December, 1849.....	327	6	0	0
do do, do ..	do do	April 20, 1849, to 20 April, 1850.....	838	6	0	0
do do, do ..	Léon Hamel.....	Do do, do, to do do	697	4	0	0
do 11, do ..	Louis Claisse	February 9, 1848, to 9 February, 1849 Balance.....	92	1	0	0
do do, do ..	do do	April 20, do, to 20 April, do on Account.....	566	2	10	0
do do, do ..	François Corbin	February 2, 1849, to 2 February, 1850.....	102	3	0	0
do 12, do ..	Edouard Lemieux.....	Do 9, do, to do do	271	6	0	0
October 5, do ..	Huldah Burke.....	December 27, 1848, to 27 December, 1849.....	42	4	0	0
	do do	April 20, 1849, to 20 April, 1850.....	510	4	0	0
do 25, do ..	Succ. Chas. Godbout.....	Do do, 1848, to do do	670	1	14	0
	do do	February 8, 1849, to 8 February, 1850.....	185	4	0	0
do 30, do ..	Philippe Brunet	April 20, do, to 20 April, do	515	8	0	0
do 31, do ..	Prudent Vallée.....	December 2, 1848, to 2 December, 1849.....	452	2	0	0
	do do	April 20, 1849, to 20 April, 1850.....	979	2	0	0
November 2, do ..	Jean Trudel, menuisier.....	Do do, 1848, to do do	949	4	0	0
20 do, do ..	Michel Robitaille	February 18, 1849, to 18 February, 1850.....	379	4	0	0
	do do	April 20, do, to 20 April, do	895	4	0	0
	Carried forward.....		£	126	4	0

Appendix (F.F.F.)

INTEREST received by LOUIS PREVOST, from the general return made on the 16th July, 1850, namely, from the 26th June, 1850, to 1st June, 1851.?

Appendix (F.F.F.)

31st July.

31st July.

DATE.	NAME.	INTEREST FROM 20TH APRIL, 1849, TO 20TH APRIL, 1850.				
				£	£ s. d.	
		<i>Brought forward</i>				
November 20, 1850..	Marie Anne Maheu.....	April 20, 1849, to 20 April, 1850.....	823	8	0	0
	P. Rév. A. Parant.....	Do do, do, to do do, do.....	534	4	0	0
	Jean Bezeau.....	Do do, do, to do do, do.....	832	8	0	0
	P. Rév. A. Parant.....	Do do, do, to do do, do.....	403	4	0	0
	Antoine Montminy.....	Do do, do, to do do, do.....	283	2	0	0
	P. Rév. A. Parant.....	Do do, do, to do do, do.....	63	4	0	0
December 4, do ..	Gabriel Rochette.....	February 4, 1848, to 4 February, 1850.....	42	4	0	0
do 5, do ..	Michael McGarvey.....	December 11, do, to 11 December, 1849 Account.....	670	4	0	0
do 6, do ..	Jean Bezeau.....	February 10, 1850, to 10 February, 1851.....	482	2	0	0
	P. Rév. A. Parant.....	Do do, do, to do do, do.....	15	2	0	0
do 7, do ..	Huldah Burke.....	December 22, do, to 22 do, do.....	231	4	0	0
do 12, do ..	Succ. Chas. Godbout.....	Do 2, do, to 2 do, do.....	162	4	0	0
do 16, do ..	Séraphin Arel.....	February 9, 1848, to 9 February, do.....	641	4	0	0
	do do.....	April 20, do, to 20 April, do.....	931	4	0	0
do do, do ..	J. B. Lapointe.....	Do do, 1849, to do do, 1850.....	302	4	0	0
do 18, do ..	Alex. Fraser.....	December 21, do, to 31 December, do.....	166	2	0	0
Do 28, do ..	Michel Schambier.....	Do 2, 1848, to 2 do, 1849.....	71	4	0	0
January 8, 1851..	Murdoch McKenzie.....	March 20, 1849, to 20 March, 1850.....	87	4	0	0
March 10, do ..	Robert Plukes.....	April 20, do, to 20 April, do.....	203	4	0	0
April 3, do ..	Archd. Campbell, junr.....	Do do, 1849, to do do, 1850.....	697	4	0	0
	do do.....	December 23, do, to 23 December, do.....	340	16	0	0
do 15, do ..	Léon Hamel.....	April 20, 1850, to 20 April, 1851.....	852	16	0	0
do 21, do ..	William Paterson.....	December 31, 1848, to 31 December, 1850.....	363	6	0	0
	do do.....	April 20, 1849, to 20 April, 1851.....	878	6	0	0
do 23, do ..	Louis Plamondon, sen.....	February 18, 1850, to 18 February, do.....	992	3	0	0
	do do.....	April 20, do, to 20 April, do.....	452	2	0	0
do 25, do ..	David White.....	Do do, 1848, to do do, do.....	979	2	0	0
do 29, do ..	Prudent Vallée.....	December 2, 1849, to 2 December, do.....				
	do do.....	April 20, 1850, to 25 April, do.....				
Total.....			£	255	4	0

LOUIS PREVOST,
Manager.

FIRE LOAN OFFICE,
Quebec, 25th July, 1851.

RETURN

Shewing the Names of Parties who have obtained Loans from the Provincial Government, under the Act 9 Vict., c. 62, the amounts still due thereon for principal and interest; the interest being made up to the last term, when payable:—

The securities furnished are comprised and specified in the deeds executed by the debtors themselves in favor of the crown.

The security is given conditionally or unconditionally.

That given conditionally was given on the condition that so soon as the debtor himself should have erected the building for which the loan was made, of sufficient value to secure the privilege of, and the debt to the Crown, then the person granting such security, should be entitled to a release from the Crown, or the security should expire.

The other is unconditionally given, and is specified in the terms usual in granting joint security.

In both cases, the security is joint and hypothecary, containing a description of the real estate, both of debtor and security.

The instruments on which these securities are based, are in the possession and custody of the person appointed to take charge of the interest of the Crown in regard to the Fire Loans.

The number and the names of those parties who have obtained Loans from the Government and whose property, which had been hypothecated, and on which the Government claimed as a privileged creditor, was sold under execution, and on the amount arising from the sale whereof the Government has not been collocated, are contained in the Appendix annexed to the present Report.

The number and the names of those parties who had become bankrupts, and the sums lost by the Province in such cases, are contained in Appendix B, annexed to the present Report.

The number and the names of those parties who have obtained Loans from the Government and whose property, which had been hypothecated, and on which the Government claimed as a privileged creditor, was sold under execution and on the amount arising from the sale whereof the Government has been collocated, and to what amount, are contained in Appendix C, also annexed to the present Report.

The whole humbly submitted.

LS. PREVOST,
Manager.

FIRE LOAN OFFICE,
Quebec, 24th July, 1851.

TABLE shewing the names of parties who have obtained loans from the Provincial Government, &c.—(Continuation.)

Appendix (F.F.F.)

31st July.

PRINCIPAL.	SECURITY.	CONDITIONALLY, OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
		<i>Amount brought forward</i>	14285	0	0	1545	4	0
Joseph Begin			100	0	0	12	0	0
Joseph Bedard, tinsmith			150	0	0	18	0	0
Louis Blais	Pierro Fortier	Unconditionally	200	0	0	24	0	0
Thomas Bedard			100	0	0	12	0	0
Joseph Cartwright	William Miller	For £100 unconditionally	200	0	0	24	0	0
Pierre Chateaufort			150	0	0	18	0	0
Archibald Campbell, avocate			200	0	0	8	0	0
Henri Cadoret			100	0	0	12	0	0
Joseph Corbin			150	0	0	18	0	0
Charles Crépin			200	0	0	24	0	0
Edouard Carroll			300	0	0	36	0	0
Frédéric Chrétien			100	0	0	12	0	0
Charles Chamberland			150	0	0	18	0	0
Zacharie Chabot			100	0	0	12	0	0
Toussaint Chapeleau	François Guérard	For £75 unconditionally	150	0	0	18	0	0
John Curtin	J. B. Guilhot	For £100 unconditionally	196	0	0	3	6	11
Clément Cazeau			150	0	0	10	10	0
Jean Cloutier			200	0	0	24	0	0
Adélaïde Chartré, widow Parent	Jacques Réaume	Unconditionally	200	0	0	24	0	0
Jacques Chartrain			150	0	0	18	0	0
Zéphirin Chartré			300	0	0	36	0	0
Benjamin Campbell			150	0	0	18	0	0
John Childs			300	0	0	36	0	0
Louis Côté			125	0	0	15	0	0
Joseph Cantin			200	0	0	24	0	0
Joseph Cloutier			150	0	0	18	0	0
François Clouet	Edouard Dubeau	For £75 unconditionally	150	0	0	18	0	0
James Courtney			100	0	0	12	0	0
Marie Josephthé Cazeau			150	0	0	12	0	0
Louis Claisse			200	0	0	20	10	0
Charles Chateaufort			200	0	0	20	0	0
Joseph Cantin			200	0	0	24	0	0
Louis Chevrette			200	0	0	20	0	0
Charles Côté			50	0	0	6	0	0
Magloire Cameron	Joan Paquet, mason	Unconditionally	100	0	0	12	0	0
Joseph Carrier			200	0	0	24	0	0
François Cantin			200	0	0	24	0	0
Bénony Chaput	Charles Crépin	Unconditionally	100	0	0	12	0	0
Ferdinand Carrier			200	0	0	20	0	0
Claude Caron			250	0	0	30	0	0
Widow B. Coulombe			200	0	0	8	0	0
Widow G. Chevalier			100	0	0	12	0	0
François Corbin			75	0	0	3	0	0
Heirs Matthew Campbell			100	0	0	8	0	0
François Drouin			100	0	0	12	0	0
Michel Denis			150	0	0	18	0	0
F. A. Dumontier			100	0	0	10	0	0
Job DeGaris			150	0	0	15	0	0
John Davidson			200	0	0	24	0	0
Thomas DeLamarre			300	0	0	24	0	0
Charles Dubuc			150	0	0	18	0	0
Pierre Dion	Aug. Beaudon Larivière	For £100 unconditionally	200	0	0	24	0	0
Grégoire Darveau			200	0	0	24	0	0
Edouard Dostie			300	0	0	33	0	0
Isaac Dorion			200	0	0	20	0	0
P. O. Dupuy			200	0	0	24	0	0
William Druin			400	0	0	48	0	0
James Dinning			400	0	0	40	0	0
Etienne Doré			200	0	0	24	0	0
F. X. Drolet			200	0	0	20	0	0
Pierre Dasilva	Louis Samson	For £100 unconditionally	200	0	0	24	0	0
J. B. Dussault, carp.			100	0	0	12	0	0
F. X. Dion			200	0	0	24	0	0
Edouard Dorion			75	0	0	9	0	0
Abraham Durand			200	0	0	20	0	0
David Dion			150	0	0	18	0	0
Heirs Dupuis			100	0	0	12	0	0
Antoine Dery			100	0	0	12	0	0
Charles DeVarenes			50	0	0	6	0	0
Edouard Duffresne	Pierre Dubeau, Beauport	Unconditionally	100	0	0	12	0	0
Louis Dery			200	0	0	16	0	0
François Darveau			100	0	0	12	0	0
Charles Doddridge			200	0	0	20	15	0
William Day			100	0	0	12	0	0
Charles Drouin			100	0	0	12	0	0
Augustin Denis			100	0	0	12	0	0
J. B. Dussault, mason			200	0	0	24	0	0
Joseph Dion			150	0	0	18	0	0
		<i>Carried forward</i>	£27406	0	0	2979	1	11

Appendix
(F.F.F.)

TABLE shewing the names of parties who have obtained loans from the Provincial Government, &c.—(Continuation.)

Appendix
(F.F.F.)

31st July.

31st July.

PRINCIPAL.	SECURITY.	CONDITIONALLY OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
<i>Brought forward</i>			27406	0	0	2979	1	11
Julien Dubuc			200	0	0	24	0	0
Félix DeBigaré			150	0	0	10	10	0
Augustin Delisle			150	0	0	18	0	0
Augustin Desroches	François Marois	For £75 unconditionally ..	150	0	0	18	0	0
J. A. Dorval			200	0	0	16	0	0
Michel Dompierro			150	0	0	18	0	0
François Dussault			200	0	0	24	0	0
Augustin Donaldson			150	0	0	12	0	0
Pierre Déry			200	0	0	24	0	0
Jean DeBlois	Pierre Vachon	Conditionally	200	0	0	24	0	0
Joset. Durand, w. Ig. L'Heureux.			100	0	0	12	0	0
Widow Joseph Darveau			200	0	0	24	0	0
Pierre Drouin			200	0	0	24	0	0
Pierre Drolet, tavern	John Reinhart	Unconditionally	250	0	0	30	0	0
Widow Pierre Drolet, senior			100	0	0	12	0	0
Widow Joseph Daigle			50	0	0	6	0	0
Jean Delage Lavigneur			200	0	0	24	0	0
Gervais Emond			200	0	0	24	0	0
Réné Emond			200	0	0	24	0	0
Augustin Emond	Louis Emond	For £100 unconditionally ..	200	0	0	24	0	0
Louis Farlardeau			200	0	0	24	0	0
F. A. Fournier			200	0	0	24	0	0
Daniel Fitzpatrick	John Carr	For £50 unconditionally ..	75	0	0	6	0	0
Alexander Fraser, grocer			300	0	0	24	0	0
Michel Fiset			200	0	0	24	0	0
Ignace Fortier			200	0	0	24	0	0
Théophile Fortin	Charles Touchette	Unconditionally	150	0	0	18	0	0
Widow A. Fournel			50	0	0	6	0	0
Charles Fagui			150	0	0	18	0	0
Louis Fiset, esquire, prothonotary.			200	0	0	16	0	0
Represent. A. Fraser, shoe-maker			200	0	0	16	0	0
Representativ. Frew & Clerrilhue			400	0	0	48	0	0
François Falardeau			100	0	0	12	0	0
Jean Frédéric	Widow J. Frédéric, his mother	Unconditionally	200	0	0	24	0	0
Louis Fournier			100	0	0	8	0	0
Pierre Fournier	Joseph Méthot	For £100 unconditionally ..	200	0	0	24	0	0
Raymond Frelatte			100	0	0	12	0	0
Robert Flukos			50	0	0	2	0	0
Edouard Gingras			310	0	0	38	0	0
Marc Giroux			100	0	0	12	0	0
Etienne Gauvreau			100	0	0	12	0	0
Gaspard Garneau			400	0	0	48	0	0
Pierre Gauvreau, the younger			200	0	0	24	0	0
Widow Juncan			100	0	0	12	0	0
Joseph Gingras			200	0	0	24	0	0
Prudent Gervais	J. B. St. Michel	Unconditionally	200	0	0	24	0	0
François Garneau			50	0	0	2	0	0
Pierre Gingras, merchant			200	0	0	21	9	0
Michel Gingras	Michel Tessier, N. P.	For £100 conditionally	100	0	0	12	0	0
Jean Grenier			100	0	0	12	0	0
Estate widow Pierre Gingras			200	0	0	24	0	0
Louis Gauthier			200	0	0	24	0	0
Augustin Gauthier			200	0	0	24	0	0
Honoré Gingras			150	0	0	18	0	0
F. X. Gingras			200	0	0	24	0	0
Thomas Heazlevice	Ed. Gingras	Unconditionally	200	0	0	8	0	0
Widow Ignace Beaupré								
Godfroy Gingras	Widow Pierre Gingras	Unconditionally	200	0	0	24	0	0
Michel Gauvin			300	0	0	36	0	0
Michel Giard, the younger	Philippe Marcoux	Unconditionally	100	0	0	12	0	0
Widow John Glass			250	0	0	30	0	0
Representatives Chas. Godbout.			200	0	0	8	0	0
Michel Girard, senior			150	0	0	18	0	0
Joseph Gaboury			200	0	0	18	0	0
Jean Guérard			200	0	0	18	10	0
Michel E. Gauvreau	Pierre Gauvreau, the younger.	Unconditionally	100	0	0	12	0	0
Pierre Gauvreau, senior			200	0	0	24	0	0
Estate widow J. B. Gagné			200	0	0	24	0	0
Edouard Gaboury			150	0	0	18	0	0
Pierre Guilmet			300	0	0	33	0	0
Antoine Giroux			200	0	0	24	0	0
Magloire Gingue	Pierre Huot	For £100 conditionally	200	0	0	24	0	0
Germain Guay, N. P.			200	0	0	24	0	0
Pierre Gingras, printer			100	0	0	12	0	0
Marguerite Gagné, wife of Joseph Hamel, surveyor	R. G. Belleau, N. P.	Unconditionally	200	0	0	24	0	0
Heirs J. B. Gingras	Joseph Barbeau	Unconditionally	200	0	0	24	0	0
Widow Gabriel Gagnon	Pierre Gagnon	Unconditionally	155	0	0	18	12	0
Representativ. Matthew Graham.			50	0	0	6	0	0
<i>Carried forward</i>			£ 10986	0	0	5119	2	11

TABLE shewing the names of parties who have obtained loans from the Provincial Government, &c.—(Continuation.)

Appendix (F.F.F.)

31st July.

Appendix (F.F.F.)

13st July.

NAMES.	SECURITY.	CONDITIONALLY OR UNCONDITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
<i>Brought forward</i>			40986	0	0	5117	2	11
Augustin Guérin.....			150	0	0	18	0	0
Magloire Garon.....			150	0	0	18	0	0
Augustin Gingras.....			100	0	0	12	0	0
Pierre Giroux.....			200	0	0	24	0	0
Pierre Gagnon.....			300	0	0	36	0	0
Félix Glackemeyer.....	Ed. Patrick Lee	For £300, unconditionally..	300	0	0	36	0	0
Michael Green.....			100	0	0	12	0	0
J. B. Hamel.....			125	0	0	15	0	0
Joseph Hamel, surveyor.....			400	0	0	48	0	0
Charles Huot.....			300	0	0	36	0	0
George Henderson.....			200	0	0	22	0	0
Léon Hamel.....			200	0	0	8	0	0
John Samuel Hill.....			400	0	0	48	0	0
Fredoric Hesse.....			300	0	0	30	0	0
Pierre Huot.....	Prisque Huot.....	Unconditionally.....	400	0	0	48	0	0
John Hethrington.....			200	0	0	20	0	0
John Houghton.....			200	0	0	16	0	0
Jane Gregory, widow W. Caylett.....	John O'Connor.....	For £100, unconditionally..	200	0	0	24	0	0
Widow Nicolas Vocelle.....			150	0	0	18	0	0
John Harwood.....	Jacques Barbeau.....	Unconditionally.....	200	0	0	24	0	0
Robert Hopper.....	Widow Michael Welch.....	Unconditionally.....	100	0	0	12	0	0
Simon Hébert Lecompte.....			150	0	0	18	0	0
Joseph Johnstone.....			150	0	0	12	0	0
Jean Jobin.....			100	0	0	12	0	0
John Jordan.....			200	0	0	24	0	0
Nicolas Julien.....			100	0	0	10	0	0
Paul Julien, senr.....			200	0	0	24	0	0
Pier Julien.....			150	0	0	15	0	0
Paul Julien, junr.....	Paul Julien, senior.....	For £100, unconditionally..	200	0	0	24	0	0
Louis Jacob.....			150	0	0	18	0	0
Widow Joseph Côté.....	Widow Bonaventure Paré.....	Unconditionally.....	200	0	0	24	0	0
Adolphe Joleau.....	Joseph Allard, trader.....		50	0	0	6	0	0
Ignace Kilburg.....			150	0	0	18	0	0
Widow Michael Kenny.....	Robert Patton..... John Chipchase.....	Unconditionally and solvent.	200	0	0	21	0	0
John Kelly.....	John Moran.....	Unconditionally.....	200	0	0	24	0	0
François LeDroit.....	Prudent Richard.....	For £60 conditionally.....	200	0	0	24	0	0
Joseph Lamotte.....			100	0	0	12	0	0
Augustin Larivière.....			225	0	0	27	0	0
Lloyd et Lepper.....			300	0	0	56	0	0
Pierre Labadie.....			150	0	0	18	0	0
J. B. L'Houreur.....			150	0	0	18	0	0
J. B. Lapointe.....			200	0	0	4	0	0
H. et Thos. Lenfesty.....			200	0	0	24	0	0
Jean LeFrançois.....	Gabriel Lapointe.....	For £100, unconditionally..	200	0	0	24	0	0
Prisque Letartre.....			200	0	0	24	0	0
Régis Lapointe.....			150	0	0	18	0	0
Joseph Legaré.....			300	0	0	36	0	0
John Lane.....			200	0	0	24	0	0
Thomas Larivière.....			200	0	0	24	0	0
Pierre Laberge, the younger.....			150	0	0	18	0	0
François Laffeur.....			150	0	0	18	0	0
Estate, Pierre Lapointe.....			300	0	0	24	0	0
Pierre Lavoie, senr.....			300	0	0	36	0	0
François Laberge.....			100	0	0	12	0	0
Noël Lepinay.....			100	0	0	12	0	0
Thomas Letocq.....			100	0	0	12	0	0
Antoine Lapointe.....			200	0	0	16	0	0
Joseph LeFebvre, N. P.....	Ant. Lortie.....	Unconditionally.....	150	0	0	18	0	0
Widow David Lecours.....			200	0	0	16	0	0
Philip Lesueur.....			200	0	0	22	0	0
Charles Lortie, gentleman.....			200	0	0	16	0	0
Félix Gaboury, vice M. Lacroix.....			200	0	0	24	0	0
Louis Lépine.....	Jean Allard.....	For £100, unconditionally..	200	0	0	24	0	0
Widow Paul Latouche.....			200	0	0	24	0	0
Hoirs Thomas Levalléo.....			150	0	0	18	0	0
Ambroise Leclerc.....			200	0	0	24	0	0
Éléonore Lortie, wife of Paul Vermette.....			100	0	0	12	0	0
Barthélemi Lachance.....			400	0	0	40	0	0
Pierre Lacombe.....			200	0	0	24	0	0
Pierre Labbée.....			200	0	0	24	0	0
Edouard Léveillé.....			75	0	0	9	0	0
Louis Lefrançois.....	Pierre Laberge, senr.....	Unconditionally.....	100	0	0	12	0	0
Widow Fras. Leblond.....			400	0	0	48	0	0
Jean Lemelin.....			200	0	0	24	0	0
François Laroche.....			200	0	0	24	0	0
François Lessard.....			250	0	0	30	0	0
<i>Carrier forward</i>			55861	0	0	6762	2	11

Appendix
(F.F.F.)

31st July.

TABLE shewing the names of parties who have obtained loans from the Provincial Government,
&c.—(Continuation.)Appendix
(F.F.F.)

31st July.

PRINCIPAL.	SECURITY.	CONDITIONALLY, OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
	<i>Brought forward</i>		55861	0	0	6762	2	11
James Little			100	0	0	12	0	0
Widow F. X. Lamontagne	François Dubeau.	Unconditionally	100	0	0	12	0	0
Marguerite Langlois			50	0	0	2	0	0
Widow Jean Julien			100	0	0	12	0	0
Heirs Louis Lespérance			150	0	0	18	0	0
Rév. Edouard Langlois	René Emond	For £100, unconditionally.	200	0	0	24	0	0
	Charles Gingras	For £100, unconditionally.						
Joseph Lebel			400	0	0	34	10	0
Jean LeFebvre	Thomas Bourbeau.	Unconditionally	100	0	0	12	0	0
Charles Lortie, tonnelier			200	0	0	20	0	0
Richard Lee			300	0	0	24	0	0
Widow Chas. Lemieux			400	0	0	36	0	0
Widow André Lespérance			100	0	0	12	0	0
Ignace Lacasse	Jean Paquet, mason	Unconditionally	50	0	0	6	0	0
Patrick Lawlor			180	0	0	14	8	0
Edouard Lemieux.			300	0	0	18	0	0
Philippe Légaré			150	0	0	18	0	0
William A. Leggo			300	0	0	30	0	0
Félix Lavoie	Pierre Lavoie, senr.	Unconditionally	250	0	0	30	0	0
J. B. Laurent Lortie.			100	0	0	12	0	0
Louis Larose.			100	0	0	12	0	0
Louis Langlois			150	0	0	18	0	0
Olivier Lépine.			50	0	0	6	0	0
Joseph Lafre	Daniel McClory	Unconditionally	100	0	0	12	0	0
Prisque Marois			150	0	0	18	0	0
Paul Marois	Charles Martel	For £50, unconditionally.	100	0	0	12	0	0
André Mathieu			100	0	0	12	0	0
Charles Mailloux			200	0	0	24	0	0
Joseph Malouin			100	0	0	12	0	0
Didace Morissette			150	0	0	18	0	0
Michael McGarvey			200	0	0	14	0	0
Michel Montigny			200	0	0	24	0	0
Anselme Martel			100	0	0	12	0	0
Alexis Matte.			100	0	0	12	0	0
Anicet Matte.			150	0	0	18	0	0
Widow Patrick McGarvey			200	0	0	24	0	0
Charles McDonald			200	0	0	21	10	0
François Moisan.			100	0	0	12	0	0
Michel Moisan			100	0	0	12	0	0
Jean Maheux			300	0	0	16	0	0
J. B. Marcotte.			50	0	0	6	0	0
Widow Etienne Moisan			200	0	0	24	0	0
Louis Moisan.			200	0	0	24	0	0
Anselme Marmon			100	0	0	10	0	0
Raphaël Martin			200	0	0	16	0	0
John McLeod			175	0	0	21	0	0
Edouard Moffette			200	0	0	24	0	0
Widow Jean J. Martin			100	0	0	12	0	0
Charles Marier			100	0	0	12	0	0
Louis Mailloux			300	0	0	36	0	0
Olivier Martelle			100	0	0	12	0	0
Murdock McKenzie			200	0	0	4	0	0
Henry Mellon	James OBrien.	Unconditionally	60	0	0	5	4	8
Charles Martel			75	0	0	9	0	0
James Miller			150	0	0	15	0	0
Louis Mirand			200	0	0	8	0	0
John McKenna			100	0	0	10	0	0
James McLaren			300	0	0	30	0	0
Benoit Marcoux			100	0	0	12	0	0
Joseph Moisan	Toussaint Blais.	For £75, unconditionally.	150	0	0	18	0	0
Bénony Miller	Pierre Allard.	Unconditionally.	200	0	0	24	0	0
Hugh Morrison	Joseph Picard, carpenter	Conditionally.	100	0	0	12	0	0
Louis Morissette			50	0	0	6	0	0
Joseph Marmette			300	0	0	31	0	0
J. B. Moffette			100	0	0	10	0	0
Olivier Moffette			200	0	0	24	0	0
Lucie Marmette, wife of J. B. Gendreau	Joseph Marmette.	Unconditionally.	200	0	0	24	0	0
Marie Anne Maheu	Rév. M. Parant, Ptre.	Conditionally.	200	0	0	8	0	0
Widow Paschal Montreuil	F. X. Julien	For £100, unconditionally.	200	0	0	24	0	0
Patrick McIlhatton	Michel Tessier, N. P.	Solvent, conditionally, balance	100	4	10	4	0	2
	John Jordan.							
Widow Louis Minguy			125	0	0	15	0	0
Frs. Paul Marceau	Frs. Ed. Garant.	For £75, unconditionally.	200	0	0	0	0	0
	Abraham Amiot	For £75, unconditionally.						
Nicolas Marois			75	0	0	12	0	0
Siméon Marmette			100	0	0	12	0	0
Roderick McGillis	Robert Jellard.	Unconditionally.	100	0	0	12	0	0
	<i>Carried forward</i>		£67541	4	10	7946	15	9

TABLE shewing the names of parties who have obtained loans from the Provincial Government, &c.—(Continuation.)

Appendix (F.F.F.)
31st July.

Appendix (F.F.F.)
31st July.

NAME.	SECURITY.	CONDITIONALLY OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
		<i>Brought forward</i>	40886	0	0	5117	2	11
Widow McFarlane			100	0	0	12	0	0
F. X. Martinette	George Scott, carpenter..... Joseph Bruneau.....	Solvent unconditionally	200	0	0	24	0	0
Flavien T. Moflette			John Child, N. P.....	150	0	0	18	0	0
William Mountain			100	0	0	12	0	0
Michel Martin	Louis Noreau	Unconditionally	100	0	0	12	0	0
Antoine Montminy			200	0	0	8	0	0
Pierre Martel	James Miller	Unconditionally	75	0	0	9	0	0
Heirs Charles Noreau	Louis Noreau	For £100 unconditionally	300	0	0	36	0	0
J. B. Nadeau			150	0	0	18	0	0
Hookes and McDougal, vice Ni- cholson and Chalmers			200	0	0	24	0	0
Jean Noreau	Jacques Chartrain	For £100 unconditionally	150	0	0	18	0	0
William OsConnell			50	0	0	6	0	0
Henry O'Connor			300	0	0	12	0	0
Stephen O'Neil			150	0	0	18	0	0
J. H. Orkney			400	0	0	48	0	0
James O'Brien			200	0	0	24	0	0
James O'Lone			100	0	0	12	0	0
Joseph Pruneau	J. B. Pruneau, N. P.....	Unconditionally	100	0	0	12	0	0
Ignace Pepin			200	0	0	24	0	0
F. M. Paquet			200	0	0	24	0	0
Ignace Paré			150	0	0	18	0	0
Louis Patry			200	0	0	7	9	0
Joseph Phillippon Picard			200	0	0	24	0	0
Joseph Picard, carpenter			150	0	0	18	0	0
Noël Petit			200	0	0	21	0	0
Simon Peters			250	0	0	21	15	0
Joseph Prétaboire			200	0	0	24	0	0
William Paterson			400	0	0	0	0	0
Joseph Picard, joiner			150	0	0	18	0	0
Pierre Picard			200	0	0	24	0	0
Widow Frans. Pepin			200	0	0	24	0	0
Louis Poulin			100	0	0	12	0	0
André Picard			150	0	0	18	0	0
William Power, Esq., judge			400	0	0	40	0	0
Philip Piton			200	0	0	24	0	0
Amable Pelletier			200	0	0	24	0	0
Ignace Prémont			200	0	0	24	0	0
Deborah Patton			200	0	0	24	0	0
Joseph Paquet			200	0	0	24	0	0
Jean Paquet, carpenter			300	0	0	36	0	0
Abraham Perron			150	0	0	18	1	2
Aug. Pagni, alias Prudhomme	F. X. Dion	Unconditionally	200	0	0	24	0	0
Joseph Pichette			100	0	0	12	0	0
François Pageot			200	0	0	24	0	0
François Papillon	Jean Paquet, mason	Unconditionally	50	0	0	6	0	0
Réné Pelchat			200	0	0	20	0	0
Charles Paradis			75	0	0	9	0	0
Jean Papillon			200	0	0	24	0	0
Joseph Paradis			75	0	0	9	0	0
Michel Paquet			200	0	0	24	0	0
Louis Prevost, N. P.			200	0	0	16	0	0
Eloïse Delisle, vice widow Jon- chim Petitclerc	Edouard Drolet	Unconditionally	200	0	0	24	0	0
Louis Plamondon, senr.			300	0	0	0	0	0
Louis Plamondon, junr			200	0	0	24	0	0
Joseph Pepin Lachance			250	0	0	30	0	0
John Parkor			200	0	0	24	0	0
François Proulx	Edouard Bélanger	Unconditionally	100	0	0	12	0	0
Philippe Plamondon	Damase Lépine	Unconditionally	100	0	0	0	0	0
Peter Quinn			150	0	0	18	0	0
Germain Raby		Balance	137	11	2	4	14	6
George Reynar			400	0	0	32	0	0
John Ryan	Michael White Michael White and P. Walsh	For £100, unconditionally Solvent for £100, uncond.	200	0	0	24	0	0
J. P. Rhéaume, advocato			250	0	0	30	0	0
Eusèbe Renaud	F. A. Renaud	For £75, unconditionally	105	0	0	12	12	0
Edouard Raby			100	0	0	12	0	0
Michael Roardon	Charles Alleyn, advocate	For £100, Conditionally	200	0	0	22	0	0
Janet Ritchie			200	0	0	24	0	0
Widow Frs. Richard			200	0	0	24	0	0
Representatives Louis Réaume			200	0	0	24	0	0
Michel Robitaille			200	0	0	18	0	0
Germain Roberge			200	0	0	24	0	0
Sophie Robitaille			50	0	0	5	0	0
Pierre N. Racine			200	0	0	24	0	0
Joseph Rousseau			300	0	0	36	0	0
		<i>Carried forward</i>	£54448	11	2	6545	14	6

Appendix
(F.F.F.)TABLE showing the names of parties who have obtained loans from the Provincial Government,
&c.—(Continuation.)Appendix
(F.F.F.)

31st July.

31st July.

NAME.	SECURITY.	CONDITIONALLY OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
		<i>Brought forward</i>	54448	11	2	6545	14	6
Edouard Rousseau, M. D.			200	0	0	24	0	0
George Ruthman			100	0	0	10	0	0
Michel Routier			100	0	0	6	0	0
Jean Rochette			150	0	0	15	0	0
Jacques Réaume			200	0	0	19	0	0
Angélique Bélanger, widow J. B. Rochette		Balance	158	14	11	9	9	10
François Robitaille			200	0	0	24	0	0
Joseph Ratté			200	0	0	20	0	0
Michel Reinhart	J. B. Bernier	For £75, unconditionally..	150	0	0	18	0	0
William Robinson			200	0	0	22	0	0
Jacques Richard	François Turgeon	For £75, unconditionally..	150	0	0	18	0	0
François Ratté			100	0	0	10	0	0
Joseph Robitaille			200	0	0	20	0	0
Olivier Robitaille			250	0	0	30	0	0
Jacques Rinfret	F. A. Méthot, Esq., M. P. P.	Conditionally..	150	0	0	18	0	0
Edouard Robitaille			300	0	0	18	0	0
Pierre Robitaille	{ François Drolet Ignace Prémont	{ For £50, unconditionally. } { For £50, unconditionally. }	100	0	0	10	0	0
Widow R. P. Roy			200	0	0	16	0	0
Prisque Rochette			75	0	0	9	0	0
Gabriel Rochette			50	0	0	2	0	0
Romain St. Armand			200	0	0	24	0	0
Peter Sinclair			200	0	0	24	0	0
Joseph Soulard			100	0	0	12	0	0
Thomas Simard			200	0	0	24	0	0
Patrick Sherry			100	0	0	8	0	0
John Shea			150	0	0	15	10	0
J. B. St. Michel	Prudent Talbot Gervais	Unconditionally	200	0	0	24	0	0
Antoine Sanfaçon, junr.			100	0	0	12	0	0
Elie St. Hilaire	Gaspard Gousse	For £100, unconditionally..	150	0	0	18	0	0
Antoine Sanfaçon, senr.			200	0	0	24	0	0
Charles St. Michel			100	0	0	12	0	0
Thomas Scott	John McKenzie	For £100, unconditionally..	200	0	0	24	0	0
Michel Schambier			200	0	0	16	0	0
David Shortell			200	0	0	24	0	0
J. B. Sanfaçon			150	0	0	18	0	0
John Stonehouse	Louis Rhéaume	For £100, conditionally	200	0	0	24	0	0
Pierre Sylvain			300	0	0	36	0	0
Charles St. Pierre			300	0	0	36	0	0
Louise Simard			250	0	0	30	0	0
Hypolite Suzor			300	0	0	30	0	0
William Swallowell			100	0	0	12	0	0
Germain St. Pierre			200	0	0	24	0	0
Peter Sheppard	Archibald Campbell, N. P.	Unconditionally	200	0	0	24	0	0
Edward Sweetman			250	0	0	20	0	0
Charles St. Antoine			200	0	0	24	0	0
Pierre Trudelle			100	0	0	12	0	0
Augustin Trépanier			200	0	0	24	0	0
François Turgeon			200	0	0	24	0	0
Pierre Tourangeau			300	0	0	36	6	0
F. A. Tessier			100	0	0	12	0	0
Jean Trudel, joiner			100	0	0	12	0	0
Vincent Tessier			200	0	0	20	0	0
Michel Tessier, N. P.			200	0	0	24	0	0
Louise Tardif			50	0	0	2	0	0
Charles Touchette			150	0	0	11	5	0
Alexis Trépanier			150	0	0	18	0	0
Widow Prisque Tremblay			200	0	0	24	0	0
Michel Tessier			200	0	0	24	0	0
William Taylor			100	0	0	12	0	0
James Thompson	Jérôme Martineau	For £75, conditionally	150	0	0	18	0	0
Christine A. Toupin			200	0	0	24	0	0
Flavien Tremblay			100	0	0	12	0	0
Marie Tardif			200	0	0	24	0	0
Etienne Trudel	Etienne Trudel, junr.	For £100, unconditionally..	200	0	0	24	0	0
Adolphus F. Thomas			150	0	0	12	0	0
Flavien Trudel			100	0	0	12	0	0
Joseph Tardif			100	0	0	4	0	0
Edouard Thivierge			300	0	0	36	0	0
Delle. J. N. Tourangeau			200	0	0	24	0	0
Heirs Jean G. Tourangeau			200	0	0	24	0	0
François Tessier			200	0	0	24	0	0
Stephen J. Tanswell			300	0	0	36	0	0
Louis Turgeon			100	0	0	12	0	0
Widow Michel Tessier			200	0	0	24	0	0
Samuel King, vice Chas. Vézina.	Chas. Vézina, senr.	For £100, conditionally..	200	0	0	8	0	0
François Vézina			150	0	0	18	0	0
		<i>Carried forward</i>	£67582	6	1	7992	4	10

Appendix
(F.F.F.)TABLE shewing the names of parties who have obtained loans from the Provincial Government,
&c.—(Continuation.)Appendix
(F.F.F.)

31st July.

31st July

PRINCIPAL.	SECURITY.	CONDITIONALDY OR UNCON- DITIONALLY.	PRINCIPAL DEBT.			INTEREST.		
			£	s.	d.	£	s.	d.
		<i>Brought forward</i>	67582	6	1	7992	4	10
J. O. Vallière	200	0	0	24	0	0
Augustin Vocelle	200	0	0	19	0	0
Louis Voyer	200	0	0	24	0	0
J. B. Villeneuve	200	0	0	24	0	0
John Vanderheyden	400	0	0	32	0	0
Prudent Vallée	100	0	0	0	0	0
Thomas Verret	200	0	0	20	0	0
Benjamin Vohl	200	0	0	24	0	0
Toussaint Vézina	200	0	0	24	0	0
Pierre Vocelle	100	0	0	12	0	0
Ambroise Verret	200	0	0	24	0	0
Pierre Vachon	150	0	0	18	0	0
François Vézina	200	0	0	24	0	0
Benjamin Vallière	150	0	0	18	0	0
Jean Vézina	100	0	0	12	0	0
Jacques Vézina	100	0	0	12	0	0
Michel Vézina	75	0	0	18	0	0
Widow Dominique Vachon	100	0	0	12	0	0
William Wadman	200	0	0	12	0	0
David White	200	0	0	17	0	0
Widow Mary Walsh	100	0	0	12	0	0
George Young	400	0	0	48	0	0
Robert Ward	200	0	0	24	0	0
Jean Trudel, baker	100	0	0	12	0	0
Widow Michel Tessier, vice Pa- trick McIlhatton	Coll. retained by Mrs. Tessier.	115	15	2	4	13	7
			98853	8	2	10698	0	10

LS. PREVOST,
Manager.FIRE LOAN OFFICE,
Quebec, 24th July, 1851.

Appendix A.

STATEMENT shewing the Names of Parties who have obtained Loans from the Government, and whose Property which was hypothecated and upon which the Government claimed at a privileged Creditor, was sold under execution, and on the amount arising from the sale whereof, the Government has not been collocated.

NAMES.	DATE OF SALES.	INTEREST DUE.			CAPITAL.		
		£	s.	d.	£	s.	d.
John Davidson	July 31, 1849	24	0	0	200	0	0
Louis Rhéaume	December 4, do	24	0	0	200	0	0
Didace Morissette	April 29, 1850	18	0	0	150	0	0
Jean Trudel, joiner	May 26, do	12	0	0	100	0	0
Toussaint Chapeleau	July 22, do	18	0	0	150	0	0
Veuve Pierre Gingras	February 25, 1851	24	0	0	200	0	0
Félix Glackemeyer	November 19, 1850	36	0	0	300	0	0
		£156	0	0	1300	0	0

LOUIS PREVOST.

FIRE LOAN OFFICE,
Quebec, 24th July, 1851.

Appendix
(F.F.F.)

31st July.

Appendix
(F.F.F.)

31st July.

Appendix B.

STATEMENT showing the Names of Parties who have obtained Loans from the Government, and who have become Bankrupts, and the amount lost by the Province in such case.

NAME.	DATE, COMMISSION IN BANKRUPTCY.	CAPITAL.		
		£	s.	d.
F. J. Parent....	400	0	0
		£400	0	0

LOUIS PREVOST.

FIRE LOAN OFFICE,
Quebec, 24th July, 1851.

Appendix C.

STATEMENT showing the Names of Parties who have obtained Loans from the Government, and whose Property has been sold under execution ; and the sums for which the Government has been collocated on the Amount arising from the sale of the said Property.

NAMES OF PARTIES, PLAINTIFF AND DEFENDANT.	NUMBER OF CAUSE.	DATE OF SALE.	DATE OF JUDGEMENT OF DISTRIBUTION.	TO BE DEDUCTED FROM INTEREST.			TO BE DEDUCTED FROM CAPITAL.			TOTAL OF COLLOCAT.			
				£	s.	d.	£	s.	d.	£	s.	d.	
Ed. Lacroix vs. Henry Mellon.....	2369	July 3, 1849...	July 24, 1849...	1	19	4	.....	.....	1	19	4	
M. Tessier vs. Germ. Raby.....	1959	June 10, 1850 ..	October 14, 1850...	13	13	1	12	8	10	26	0	11	
L. Chevrette vs. John Curtin.....	1427	October 1, do ..	Dec., 11, do ..	20	2	1	3	17	11	24	0	0	
James Forster vs. Louis Patry.....	2133	do 2, do ..	do 9, do ..	16	11	0	.....	.....	16	11	0	
A. Derousselle vs. A. Perron	2370	do 22, do ..	June 23, 1851...	1	18	10	.....	.....	1	18	10	
Berthelot vs. Philippe Flamondon.....	552	Dec., 9, do ..	April 10, do ..	12	6	2	.....	.....	12	6	2	
				£	66	9	6	16	6	9	82	16	3

LOUIS PREVOST.

FIRE LOAN OFFICE,
Quebec, 24th July, 1851.

R E T U R N

TO AN ADDRESS OF THE HOUSE OF ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 12th June, 1851; for Copies of the Field Books, Diaries, Field Notes, and other Papers and Documents mentioned in the Reports of the Scaling of the River St. Maurice, by H. Legendre, Sworn Surveyor, from the 15th April to the 2nd May, 1847; and by John Bignell, Provincial Surveyor, on the 26th August, 1847, 11th May, 1848, and 13th November, 1848, and accompanying the said Reports,—which said Reports and the instructions for Scaling the said River St. Maurice, and the Map or Plan of the said River, were laid before this House, on the 8th of August last.

By Command.

J. LESLIE,
Secretary.

SECRETARY'S OFFICE,
Toronto, 2nd August, 1851.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, from RAT RIVER to WEYMONTACHINQUE, opposite the Mouth of the RIVER MATAWAN.

Mouth of Rat River being in Latitude 47° 2' 48". Variation 13° 30' West.

Courses.	Distances.	Right Offsett.	Left Offsett.	REMARKS.
	chs. lks.	chs. lks.	chs. lks.	
S. 88° 42' E. ...	20 0	11 50	4 0	Pine and spruce. Low Banks.
	69 0	16 0		
	80 0	4 0	5 0	Stream from the right. 1st Mile Tree, on West bank, a Pine, 18 inches diameter. (Very good soil—loam.)
N. 55° 38' E.	13 0	6 0	2 0	
	40 0	2 0	7 0	
	80 0	.....	.....	2nd Mile Tree, on West bank, a Pine, 2 feet diameter.
	89 0	6 50	.....	Low banks.
	107 0	2 0	7 0	
	120 0	.....	.....	Stream from the right. Pine and spruce.
N. 2° 22' W.	27 0	.....	.....	3rd Mile Tree, on West bank, a Pine, 1 foot diameter.
	44 0	9 0	.....	5,000 logs on West bank, cut by William Stranach.
N. 11° 12' W. ...	2 0	.....	.....	Stream from the left, Rouisseau de la Pointe à la Scie.
	30 0	4 0	3 0	
	63 0	11 0	2 0	4th Mile Tree, on West bank, an Epinet, 6 inches diameter.
	75 0	8 0	2 0	West bank low, East high.
	91 0	12 50	9 0	do do do.
	125 0	7 0	8 0	Right offsett; 4.00 to upper end of an island 5 long.
	140 0	.....	13 0	
	143 0	.....	.....	5th Mile Tree, on East bank, an Epinet, 8 inches diameter.
145 0	.....	.....
156 0	.....	4 0	West bank, 480 feet high.	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 62° 18' E.	25	0	9	0	4	50	West bank 480 feet high.
	33	0					
N. 73° 58' E.	10	0	7	0	1	0	Rapide Croche. 6th Mile Tree, on West bank, a Pine, 1 foot diameter. Stream from the left, by which there are 24 portages to the Vermillion.
	34	0					
	37	0					
	63	75	5	0	2	0	
N. 23° 38' E.	50	0	13	0	6	50	7th Mile Tree, on West bank, a Birch, 1 foot diameter.
	50	25					
	130	0					8th Mile Tree, on East bank, a Birch, 16 inches diameter. Banks 400 feet high, steep and rocky.
	130	25			8	0	
	155	0					
N. 79° 58' E.	10	0					Stream from the left.
	25	0	1	50	8	0	
	55	25					9th Mile Tree, on East bank, a Silver Birch, 1 foot diameter.
	85	0	8	0	4	10	
	105	0					Rocky banks, 670 feet high.
	120	0	27	0	3	0	
	125	0					Rivière à la Peche, from the right, hardwood on East bank.
N. 16° 18' E.	5	0			3	0	10th Mile Tree, on West bank, a Silver Birch, 18 inches diameter.
	9	75					
	15	0	28	0	4	0	East bank low, mixed growth. West banks 380 feet high, rocky, sapin and epinet.
	30	0					
	40	0					11th Mile Tree, on West bank, a Pine, 4 feet diameter, and 50 beyond the mile.
	45	0			1	0	
	55	0	11	0	8	50	
	75	0	5	0			
	89	75					
	95	0	8	10	13	0	
	150	0	3	8			
	169	75					12th Mile Tree, on West bank, an Elm, 1 foot diameter.
	170	0			5	0	
	240	0					
	250	0	20	0	1	0	
	249	0					13th Mile Tree, on West bank, an Epinet, 1 foot diameter.
	260	50			1	0	
N. 0° 58' E.	15	0	21	50			Right offsett, 20.00 to lower end of an Island.
	47	50			4	0	Lower end of Long Island.
	60	0	22	0			Right offsett, 20.00 to upper end of Island. Little River Bostonais.
	69	25					14th Mile Tree, on East side of Long Island, an Elm, 1 foot diameter.
	105	0	7	0	19	0	Left offsett, 16.00 to upper end of Long Island.
	130	0	8	50	16	50	
	149	25					15th Mile Tree, on West bank, an Elm, 18 inches diameter.
	149	50			20	20	West bank 320 feet high, East low.
	165	0			25	0	Pine and Spruce. Sandy soil—not bad.
	186	0	2	15	20	0	
N. 13° 18' E.	10	0					Stream from the right. Sandy soil. Banks 80 feet high. Sapin and epinet.
	15	0					
	42	75					16th Mile Tree, on West bank, an Aspin, 1 foot diameter.
	43	0	2	0	23	15	
	75	0	2	0			
	88	0			24	50	Left offsett, 10.00 to lower end of Grosse Isle.
	113	0	23	50			East side of Island. This Island is thinly wooded, and produces coarse hay, which is cut by W. Stranach of Rat River.
	118	0					
N. 2° 33' E.	4	75					17th Mile Tree, on East side of Grosse Isle, an Epinet, 8 inches diameter.
	14	0			32	50	Left offsett to upper end of Grosse Isle, 2.00; its width, at upper end, 17.50.
	84	75					18th Mile Tree, on West bank, a Pine, 2 feet diameter, 30 beyond the mile. (Sandy soil, pretty good, Sapin and epinet.)

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left. Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 21° 53' E.	20	0	5	0	4	0	Mill Site, foot of Tugue Rapids (violent). Portage on the right. Same soil, &c., East bank 90 feet high; West low; 30 acres meadow, on East bank. A poor sandy soil.
	30	0					
	50	0	5	0			
N. 16° 13' E.	10	0	2	0	4	0	Sandy soil. Sapine and epinet.
	13	0			5	0	
	23	0	5	0			
N. 75° 53' E.	5	80	6	0			Head of Tugue Rapids.
N. 20° 13' E.	1	20					19th Mile Tree, on West bank, a Pine, 2 feet diameter.
	15	0	8	0	4	0	Right offsett 6.00 to lower end of an Island.
	20	0	9	50			Right offsett 7.00 to upper end of do.
	20	50					Right offsett 5.20 to lower end of another.
	36	0	8	20			Right offsett 6.15 to upper end of do.
	40	0	8	0	7	0	River Bostonais from the right.
	81	20	5	0	9	10	20th Mile Tree, on the West bank, a Silver Birch, 1 foot diameter.
	100	0	7	0	5	20	
	110	0			4	0	
	112	0	9	15	7	0	
	135	0	10	80	6	25	
	161	20			17	0	21st Mile Tree, on West bank, a Silver Birch, 1 foot diameter.
	162	0	18	10			
	215	0			6	95	
	241	20	25	0	5	50	22nd Mile Tree, on West bank, a Cedar, 18 inches diameter. 1.00 beyond the mile. Mouth of River Croche on the right, flowing in on nearly the same course as Station Line. Right offsett 23.00 to lower end of an Island, 2.00 wide in centre.
	265	0					
	270	50					Right offsett 7.50 to upper end of Island. (West bank 280 feet high. East bank low; high ground in the rear; rich flat. Pine, Spruce, Elm, Silver Birch and Aspin.)
N. 5° 53' E.	5	0	10	0			
	37	0	2	0	6	95	
	50	70			11	0	23rd Mile Tree, on West bank, an Epinet, 1 foot diameter.
	55	0					Rivière au Lait from the West.
	68	0			8	0	Left offsett 4.00 to lower end of Island, 2.00 broad in centre.
	70	0	20	0			
	90	0	15	20			
	92	0	6	0			East side of Island, Grande Batture.
	95	50					Upper end of do.
	100	0	19	0			Left offsett 3.00 to centre of Island, 5.50 long.
	113	50					Left offsett 50 to lower end of another Island.
	120	0					East side of Island.
	180	0	30	0			
	130	70					24th Mile Tree, on East side of Island, an Elm, 1 foot diameter.
	133	0					Left offsett 4.00 to upper end of do.
	160	0					(East bank low; rich soil; Elm and Birch. West ditto ditto; high grounds in rear. Pine, Spruce and Bouleau.)
N. 63° 47' W. ...	2	0			12	50	West bank low; East, steep and rocky.
	22	0	5	0			80 feet high; pine, sapin and epinet; rapid current.
	47	0					
	50	70					25th Mile Tree, on East bank, a Pine, 18 inches diameter.
	52	0			7	10	
N. 24° 27' W. ...	10	50			8	25	East bank low. Loamy soil, pretty good; pine, spruce and silver birch. West bank, high. Very strong current.
N. 12° 2' W.	10	0	2	0			} ditto ditto
	25	0					
	45	0	3	0			
	57	0			9	85	

Appendix
(G.G.G.)

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

2nd August.

2nd August.

Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 35° 12' W. ...	11	20	2	0	7	0	26th Mile Tree, on East bank, an Epinet, 1 foot diameter.
	12	0	0	95	5	15	Same banks, &c.
	24	0	1	0	3	0	
	45	0					
	70	0					
	77	0					
	90	0	2	0	3	0	27th Mile Tree, on East bank, a Cedar, 16 inches diameter.
	91	20					
	92	50	1	0	6	0	
N. 89° 52' W. ...	7	0	1	50			Banks 100 feet high ; steep and rocky.
	12	0			4	0	Sapin and epinet. Rapid à Martin.
	20	0	0	50			
N. 72° 7' W.	8	0			4	0	ditto ditto
N. 65° 27' W. ...	10	0			4	0	ditto ditto
N. 40° 2' W.	6	0			4	0	ditto ditto
N. 36° 37' W. ...	4	0			3	50	ditto ditto
N. 26° 2' W.	24	0	0	50	3	0	ditto ditto
N. 39° 2' W.	6	70					28th Mile Tree, on East bank, a Birch, 14 inches diameter.
	50	0	3	0	1	0	Rapids. Steep rocky banks. Pine, spruce and epinet.
	60	0			4	0	Grand Point.
N. 52° 32' W. ...	9	50			4	0	Same banks, &c.
N. 46° 57' W.	17	20					29th Mile Tree, on East bank, a Cedar, 10 inches diameter.
	41	0			4	0	Same banks. Pine, spruce and birch. Rapids.
N. 65° 17' W. ...	15	0	4	0			Same banks, &c.
	42	0			4	0	
S. 55° 32' W. ...	4	60	1	0	3	0	ditto.
N. 27° 47' W. ...	9	60					30th Mile Tree, on East bank, a Birch, 9 inches diameter.
	46	50			4	0	Same banks, &c.
N. 23° 2' W.	42	50			4	0	ditto.
N. 24° 32' W. ...	1	60					31st Mile Tree, on East bank, a Cedar, 15 inches diameter, and 40 within the mile.
	20	0	3	0	2	90	High, rocky banks. Rapids.
	47	0			4	0	
N. 28° 12' W. ...	15	0			4	0	Same banks, &c.
N. 25° 47' W. ...	18	60					32nd Mile Tree, on East bank, a Pine, 2½ feet diameter.
	31	50			4	0	Same banks, &c.
N. 17° 17' W. ...	50	0	3	0	2	20	33rd Mile Tree, on East bank, a Pine, 2 feet diameter.
	66	0					
	67	10	0	50			
	67	90					

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 5° 7' W.	30	0	4	0	3	0	34th Mile Tree, on East bank, an Elm, 8 inches diameter. Same banks, &c.
	40	0	0	50	3	50	
	48	0					
	70	0	3	15	2	0	
	75	0	1	0	3	20	
	79	20	1	0			
	85	0	1	0	3	50	
100	0	0	50	4	0		
N. 20° 12' W. ...	45	0	0	50	3	50	ditto. 35th Mile Tree, on East bank, a Cedar, 15 inches diameter. Grande Batture.
	50	0	4	0	2	20	
	59	20					
	65	0			4	90	
N. 23° 37' W. ...	33	0			4	50	Vermillion River from the West. From Rapide à Martin to the Vermillion, the river averages 4.00 in breadth, and is very rapid. The banks average 90 feet in height, steep and rocky, and bear pine, spruce, epinet and silver birch.
N. 12° 47' W. ...	5	50	0	50			Hilly. Pine.
N. 13° 3' E.	30	0	4	50	2	0	36th Mile Tree, on East bank, an Elm, 8 inches diameter. Hilly. Great deal of pine.
	35	70					
	43	0			4	50	
N. 19° 3' E.	5	0			8	0	Left offsett 5.00 to lower end of Island. Upper end of Island. Hilly. Pine, pine.
	25	0	4	0			
	30	0	3	0	5	0	
	40	0					
	45	0	1	0	6	0	
	48	0			4	0	
N. 48° 23' E.	9	0	2	10	4	0	37th Mile Tree, on East bank, a Pine, 18 inches diameter. Low banks. Loam—good soil. Rapids. Pine. do do
	15	0	1	0	4	90	
	24	70					
	25	50	1	0			
	44	0	5	0	1	45	
	57	0			5	0	
N. 36° 53' E.	36	0	4	50	2	0	38th Mile Tree, on East bank, a Pine, 18 inches diameter. Hilly. Nothing but pine.
	47	70					
	52	0			5	0	
N. 34° 13' E.	18	0	1	50	6	0	39th Mile Tree, on East bank, a Spruce, 1 foot diameter. Hilly. Pine.
	37	50			6	20	
	75	70					
	76	50	4	50	1	60	
	92	0			6	0	
N. 21° 48' E.	4	0	2	0			Hilly. Pine.
	6	0	1	0			
	22	0	5	10	0	50	
	45	0			5	0	
N. 26° 8' E.	18	70					40th Mile Tree, on West bank, a Spruce, 8 inches in diameter, and 50 beyond the mile. Pine—pine.
	42	50	5	0			
N. 23° 33' E.	28	0	5	0	1	0	41st Mile Tree, on West bank, a Pine, 18 inches diameter. Stream from the right. Same growth, &c. do
	40	0	4	50	0	50	
	56	29					
	74	0					
	82	0			7	20	
	86	50	0	50	6	50	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 45° 23' E.	40	0	4	0	7	85	42nd Mile Tree, on East bank, an Epinet, 14 inches diameter, and 60 beyond the mile. Stream from the right. Hilly. Pine.
	49	70	.....	.....	.....	.....
	59	0	1	50	.....	.....
	61	0	.....	.....	.....	.....
	63	0	2	0	13	0	
	70	0	2	0	.....	.....
N. 61° 23' E.	14	70	43rd Mile Tree, on West bank, an Epinet, 1 foot diameter. Same banks, &c.
	16	50	7	0	1	50	
N. 25° 48' E.	10	0	ditto ditto
	30	0	.....	.....	.....	.....
	40	50	2	50	4	0	
N. 42° 22' W. ...	13	0	5	0	ditto ditto
N. 53° 12' W. ...	12	0	1	0	6	0	Rapids. 44th Mile Tree, on West bank, a Sapin, 8 inches diameter. Rivière Trenche, from the right. Level. Pine. do do
	24	70	.....	.....	.....	.....
	27	0	.....	.....	.....	.....
	70	0	.....	.....	.....	.....
	80	0	5	50	2	0	
N. 65° 12' W. ...	24	70	45th Mile Tree, on West bank, a Sapin, 10 inches diameter. Same banks, &c.
	35	0	4	20	.....	.....
N. 81° 52' W. ...	3	0	2	0	ditto ditto. Rapids.
	7	0	6	0	.....	.....
	17	0	.....	.....	.....	.....
N. 14° 43' E.	5	0	3	0	9	85	ditto ditto Rapids.
	39	0	6	0	.....	.....
N. 7° 42' W.	13	70	46th Mile Tree, on West bank, an Epinet, 15 inches diameter. Same banks, &c.
	15	0	4	10	1	0	
N. 9° 27' W.	38	0	4	0	ditto ditto
N. 42° 52' W. ..	1	40	Hilly. Pine.
N. 53° 22' W. ...	10	0	3	0	2	15	Pine.
	17	0	4	0	1	50	
S. 83° 28' W.	22	30	47th Mile Tree, on West bank, a Sapin, 1 foot diameter. do do
	31	50	4	50	1	0	
S. 38° 28' W.	3	0	Right offsett 2.00 to an Island, 5.50 long. Hilly. Pine.
	17	0	12	0	1	8	
	19	0	4	12	.....	.....
	23	0	3	15	0	95	
S. 19° 48' W. ...	10	0	1	0	3	0	Hilly. Pine.
	17	50	.....	.....	0	50
S. 49° 48' W. ...	8	0	2	12	2	0	ditto ditto
	17	0	8	0	.....	.....
N. 82° 52' W.	6	0	6	0	10	0	Left offsett 3.00 to lower end of an Island. Left offsett to ditto 1.00 : its breadth 1.20.
	8	50	.....	.....	.....	.....

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 39° 17' W. ...	2	0					Left offset to upper end of an Island. 48th Mile Tree, on West bank, an Epinet, 1 foot diameter. Rocky banks. Rapids.
	4	80					
	93	0	1	0	3	20	
	02	0	3	40			
N. 45° 17' W. ...	20	0	4	0			Level. Pine.
N. 48° 52' W. ...	2	80					49th Mile Tree, on West bank, an Epinet, 1 foot diameter. Rapids. Hilly. Pine.
	18	0	2	10	3	85	
	36	0	5	0	0	95	
N. 10° 27' W. ...	29	0	5	0			Mill Site. Ditto ditto ditto.
N. 17° 37' W. ...	10	0	1	0	4	20	50th Mile Tree, on West bank, a Sapin, 8 inches diameter. Rapids. Hilly. Pine.
	17	80					
	25	0	4	0			
N. 27° 8' E.	8	0	1	0	4	0	ditto ditto ditto.
	17	0	8	12			
N. 9° 38' E.	9	50	5	0	0	95	ditto ditto ditto.
N. 33° 10' W. ...	5	0	6	0			ditto ditto ditto.
N. 20° 45' W. ...	30	0			4	0	51st Mile Tree, on West bank, an Epinet, 20 inches diameter. Mill Site. Violent Rapids.
	41	30					
	53	0	4	0			
N. 37° 35' W. ...	43	0	4	50	1	0	East bank rocky.
N. 23° 10' W. ...	20	0	4	50	2	0	52nd Mile Tree, on West bank, an Epinet, 1 foot diameter. Same soil and growth. 53rd Mile Tree, on West bank, an Epinet, 2 feet diameter.
	25	30					
	47	0	7	0			
	65	0	6	0			
	85	0	2	5	5	0	
	105	30					
	116	0	6	0	1	0	
N. 10° 50' E.	32	0	4	0			Pine, Epinet and birch. Head of the Long Rapids.
	33	0					
N. 18° 25' E.	7	0	5	0	4	50	Stream from the left. Left offset 3.50 to lower end of Island. Left offset 4.50 to Island. (Hilly. Pine, epinet and birch. Good soil.)
	20	0			12	30	
	23	0					
	31	0					
N. 4° 35' E.	5	30					54th Mile Tree, on East bank, an Epinet, 18 inches diameter. Left offset 2.50 to upper end of Island. Its breadth in centre 4.80. Hilly. Pine, epinet and birch.
	8	0	2	0			
	15	0	0	50			
	25	0			10	0	
N. 14° E.	35	0	8	0			Stream from the right. Same growth, &c. Stream from the right. 55th Mile Tree, on East bank, a Sapin, 1 foot diameter. Left offset 7.10 to lower end of an Island. Left offset 8.50 to upper end of ditto. Its breadth in centre 4.50.
	38	0					
	48	0			9	0	
	56	0					
	58	0			7	0	
	60	30					
	93	0			6	0	
	105	0			12	0	
	118	0			10	50	
	123	0	1	95			
	128	0					

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 32° W.	10	0			3	0	56th Mile Tree, on East bank, an Epinet, 16 inches diameter. Stream from the left. Level. Epinet and silver birch. Sandy soil—not bad. do do do
	12	30	5	50	3	0	
	30	0	3	0	4	50	
	56	0	8	85			
	61	50			1	25	
N. 70° 15' W. ...	3	0			0	50	Rivière à Bonhomme Pierrist from the right. 57th Mile Tree, on West bank, an Epinet, 1 foot diameter.
	8	0	11	75	1	0	
	15	0					
	25	0	11	20			
	30	80					
S. 80° 35' W. ...	20	0	17	80	2	0	Same soil, growth, &c.
	40	0	12	10			
S. 71° 30' W. ...	18	0	10	20	2	50	58th Mile Tree, on West bank, Silver Birch, 10 inches diameter. Lower end of an Island. Left offsett to upper end of ditto, 4.00. Its width in centre 10.00. 59th Mile Tree, on West bank, a Sapin, 15 inches diameter. Right offsett 13.00 to lower end of an Island. Right offsett 13.12 to upper end of ditto. Its breadth 3.00. 60th Mile Tree, on West bank, an Epinet, 20 inches diameter, 25 within the mile. (Level. Epinet and bouleau.)
	32	0	12	0	0	50	
	39	20					
	85	0	15	12	15	0	
	108	0	12	0	8	90	
	119	20					
	170	0	13	8			
	172	0	15	0			
	178	0			1	0	
	190	0			2	0	
	199	20					
S. 64° 50' W.	15	0	7	0			Right offsett 8.00 to small Island, 6.00 long. Stream from the left. 61st Mile Tree, on West bank, a Tamarac, 50 beyond the mile. Stream from the right. (Hilly. Epinet and bouleau.)
	25	0			1	0	
	30	0					
	40	0	15	20			
	58	0					
	64	20					
	93	0					
	105	0	7	6			
	126	0	10	0			
137	0			0	60		
S. 47° 20' W.	7	20					62nd Mile Tree, on West bank, an Epinet, 10 inches diameter. 63rd Mile Tree, on East bank, an Epinet, 10 inches diameter. Stream from the left. (Hilly. Epinet and bouleau.)
	15	0			1	50	
	22	0			7	0	
	87	20					
	110	0	1	0	5	0	
S. 69° 20' W. ...	55	0					64th Mile Tree, on West bank, an Epinet, 10 inches diameter. (Hilly. Epinet and bouleau.)
	57	20					
	58	0	7	0			
S. 64° 20' W. ...	8	0					River from the right. (Hilly. Epinet and bouleau.)
	15	0			2	0	
	28	0	10	15			
	42	0	6	95	2	8	
S. 33° 20' W. ...	6	0					Stream from the left. Stream from the right. 65th Mile Tree, on West bank, an Epinet, 9 inches diameter. (Hilly. Epinet and bouleau.)
	15	0					
	35	0					
	37	20					
	87	50			6	10	

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.	Right Offset.	Left Offset.	REMARKS.
	chs. lks.	chs. lks.	chs. lks.	
S. 42° 10' W. ...	20 0 29 70 46 0	8 50		Right offset .50 to lower end of an Island. Its breadth 3.80. 68th Mile Tree, on West bank, an Epinet, 15 inches diameter. (Hilly. Epinet and bouleau.)
S. 40° 50' W. ...	2 0 38 0 63 70 70 0 75 0 80 0		8 0 14 50	Right offset 2.00 to upper end of Island. From that right offset 1.95 to the centre of another, whose length is 11.00, its breadth is 3.50. From it to East bank, 2.50. Left offset 3.00 to lower end of Island. 67th Mile Tree, on East side of Island, an Epinet, 1 foot diameter, 50 beyond the mile. On the East bank, epinet and Aspin on the West, pine. East side of Island.
S. 39° 35' W. ...	21 0 63 70 70 0 84 50		8 50 10 96	Left offset to upper end of Island, 4.50. Its breadth in centre 4.50. 68th Mile Tree, on East bank, an Aspin, 6 inches diameter.
S. 69° 25' W. ...	10 0 15 0 50 0 59 20 61 50	0 50		East bank, brulé. West ditto, pine. 69th Mile Tree, on East bank, a Red Pine, 2 feet diameter, 40 beyond the mile, and 3.00 from the shore.
S. 85° 25' W.	7 0 35 0 37 0 40 0 50 0 63 0 77 70 115 0	3 0	20 12	Con-Con Cache on the left. Right offset 1.50 to lower end of Island. West side of Island, 3.00 broad. From it to East bank, 1.50. Right offset 1.50 to upper end. 70th Mile Tree, on West bank, a Tamarac, 1 foot diameter. Both banks Brulé. Stony land—poor.
S 86° 15' W.	6 0 36 0	20 0	2 0	ditto ditto ditto
S. 79° 35' W.	6 70 20 0 41 0 80 50	19 50 16 50	2 50	71st Mile Tree, on West bank, an Epinet, 9 inches diameter. Right offset 13.00 to lower end of an Island, 2.00 broad. Right offset to upper end. Same banks, &c.
S. 78° 5' W.	6 20 15 0 25 0 35 0	8 0	1 0	72nd Mile Tree, on West bank, an Epinet, 14 inches diameter, 30 within the mile. Stream from the right. Epinet, bouleau and aspin. do do
S. 58° 20' W.	30 0 42 0 51 20 52 0	5 0 5 0	3 0 11 0	73rd Mile Tree, on West bank, an Epinet, 9 inches diameter. Grand Detour.
N. 40° 5' W.	10 0 18 0 20 0	1 50	18 0	River Flamand, on the left. (Same growth, &c., &c.)
N. 6° 40' W. ...	20 0 35 0 59 20 60 0 105 0			Left offset 6.00 to lower end of Island. Left offset 4.50 to upper end of ditto. 50 above it, another, 8.00 long. Breadth of each, 1.00. 74th Mile Tree, on West bank, a Tamarac, 1 foot diameter, and 5.00 from the shore. Cypress and aspin. Sandy soil—not bad. do do do

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 26° 55' W.....	18	0	.....	.....	.....	.....	Right offsett 13.00 to lower end of Island.
	34	20	.....	.....	.....	.....	75th Mile Tree, on West bank, a Silver Birch, 1 foot diameter.
	45	0	15	50	9	0	Right offsett 8.00 to upper end of Island. Its breadth, 2.00.
	90	0	5	50	.....	.....	.....
	93	0	8	0	.....	.....	Lower end of Island, 1.50 broad.
	114	20	.....	.....	.....	.....	76th Mile Tree, on West bank, an Epinet, 1 foot diameter.
	120	0	14	0	.....	.....	Right offsett 5.00 to upper end of Island.
	143	0	14	0	.....	.....	(Level. East bank, brulé. West, epinet and bouleau.)
N. 24° 55' W. ..	20	0	.....	.....	5	50	.....
	45	0	0	20	.....	.....	77th Mile Tree, on East bank, an Epinet, 10 inches diameter.
	51	20	.....	.....	.....	.....	.....
	52	0	1	50	.....	.....	.....
	55	0	9	50	.....	.....	River Windigo from the right.
	63	0	.....	.....	.....	.....	.....
	66	0	6	50	0	80	(Level. East bank, brulé. West, epinet and bouleau.)
N. 46° 55' W. ...	5	0	.....	.....	4	0	.....
	7	0	.....	.....	9	50	Left offsett to lower end of Island, 5.50. Its width, 1.50.
	9	50	.....	.....	.....	.....	Stream from the right.
	25	0	.....	.....	15	0	Left offsett 9.50 to upper end of Island.
	59	0	5	0	3	50	Left offsett to lower end of Island, 1.50. Its breadth, 4.50.
	65	20	.....	.....	.....	.....	78th Mile Tree, on East side of Island, a Bouleau, 9 inches diameter.
	69	0	8	0	.....	.....	East side of Island. (Hilly. Sapin and epinet.)
N. 49° 10' W. ...	2	0	.....	.....	8	50	Left offsett 4.50 to upper end of Island.
	20	0	6	0	.....	.....	.....
	25	0	.....	.....	14	0	.....
	42	0	.....	.....	7	0	Mill Site. Heart Rapids (violent). Portage on the right.
	51	0	.....	.....	7	0	Left offsett to lower end of Island, 5.00. (Hilly. Sapin and epinet.)
N. 59° 50' W. ...	4	0	.....	.....	7	0	Left offsett to upper end of Island.
	15	0	3	0	.....	.....	.....
	25	20	.....	.....	.....	.....	79th Mile Tree, on East bank, a Bouleau, 1 foot diameter.
	28	0	.....	.....	7	0	.....
S. 70° 40' W.....	3	0	4	0	1	90	.....
	18	0	.....	.....	5	0	.....
N. 52° 40' W. ...	1	0	.....	.....	6	0	.....
	7	50	.....	.....	3	80	Mill Site, West bank. West bank, steep and rocky. Heart Rapids. Epinet and bouleau.
N. 9° 40' W.	11	50	.....	.....	3	50	Same banks, &c.
N. 0° 25' W.	14	0	2	0	0	50	.....
	20	0	0	50	3	50	Mill Site. Same banks, &c.
N. 51° 40' W. ...	5	0	2	50	.....	.....	.....
	8	0	1	50	5	0	.....
	20	0	.....	.....	.....	.....	Head of Heart Rapids.
	20	20	.....	.....	.....	.....	80th Mile Tree, on East bank, a Bouleau, 10 inches diameter.
	21	0	8	0	0	50	.....
N. 61° 50' W. ...	25	0	.....	.....	10	0	Little River Flamand on the left.
	33	0	.....	.....	.....	.....	.....
	35	0	.....	.....	8	0	.....
	40	0	1	0	.....	.....	(Level. High ground in the rear. Sandy soil—not bad. Pine, epinet and bouleau.)
N. 31° W.	8	0	0	50	6	0	.....
	15	0	7	0	8	0	.....
	39	20	.....	.....	.....	.....	81st Mile Tree, on West bank, an Epinet, 15 inches diameter.
	60	0	11	50	1	80	Right offsett 4.50 to lower end of Heart Island.
	74	0	.....	.....	7	50	Right offsett to Island, 50.

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left. Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 9° 45' W.	4	0					Left offsett 4.50 to centre of an Island 2.50 long. Stream from the left. Right offsett 4.00 to upper end of Heart Island. Level. High in rear. Epinet and bouleau.
	4	50	7	0			
	11	50	6	0	8	90	
N. 4° 40' E.	18	0					82nd Mile Tree, on East bank, a Silver Birch, 1 foot diameter. Right offsett 3.00 to lower end of Island, and left ditto to ditto 4.00. Left offsett 4.00 to upper end of Island. Right offsett to upper end of Island, 7.00. } Same banks, &c. Left offsett 4.50 to lower end of Island. Left offsett 1.50 to upper end of Island. 83rd Mile Tree, on West bank, a Bouleau, 8 inches diameter.
	25	0			9	50	
	30	0	8	0			
	33	70					
	35	0					
	55	0	22	0			
	60	0			21	0	
	68	0	16	0			
	80	0					
	99	0			3	50	
	112	0	10	0			
113	70						
125	0	7	0				
N. 25° 35' W. ...	5	0			0	50	Right offsett 10.00 to lower end of Island. Right offsett to Island, 4.50. 84th Mile Tree, on West side of Island, an Epinet, 9 inches diameter. Right offsett to upper end of Island. Level. High ground in rear. Epinet and bouleau. Sandy soil—not bad. Stream from the right.
	30	0	12	50	9	50	
	60	0			6	0	
	68	70					
	78	0	14	50	7	0	
	93	0			2	0	
	105	0			4	0	
110	0	7	0				
140	0	11	0				
N. 59° 35' W. ...	5	0					85th Mile Tree, on West bank, a Bouleau, 8 inches diameter. Left offsett to centre of an Island, 3.00 long. Left offsett 6.00 to lower end of an Island. 86th Mile Tree, on East side of Island, an Aspin, 9 inches diameter. Left offsett 5.00 to upper end of Island. Left offsett 6.00 to small Island, 2.00 long. Stream from the left. Rapide des Grosses Roches. Portage on the right.
	8	70			6	0	
	10	0			11	50	
	20	0			8	0	
	45	0	8	0	5	50	
	75	0					
	85	0			12	50	
	88	70					
	95	0			7	0	
	97	0	7	0	11	0	
	105	0					
110	0	9	50				
112	0			9	0		
125	0			6	0		
132	0	1	0				
N. 55° 5' W.	3	0			7	50	87th Mile Tree, on West bank, a Bouleau, 8 inches diameter. Hilly. Sapin, epinet and aspin.
	8	0	5	50			
	35	0	9	50			
	36	70					
	55	0			1	50	
	60	0	4	0			
	65	0			7	0	
95	0						
N. 83° 25' W. ...	21	70					88th Mile Tree, on West bank, a Bouleau, 9 inches diameter.
	31	0	11	0			
	33	0					
S. 78° 20' W.	10	0			60	0	89th Mile Tree, on East bank, a Bouleau, 13 inches diameter. Lower end of Grande Batture. (Hilly. Epinet and cypress. Sandy soil—not bad.)
	25	0	11	0			
	45	0	9	0	8	0	
	55	0	11	0	6	0	
	68	70					
	71	0					
	82	0	0	60			
	90	0	5	0	15	0	
	100	50	2	0	18	0	
	115	0	19	50	19	0	
	120	0			9	15	
	180	0			11	0	
	188	0	8	0			
	142	0	6	0			
144	0			18	0		

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 39° 25' W. ...	0	20			8	10	Left offsett 6.10 to Island, 6.00 long. Breadth, 2.30. 90th Mile Tree, on East bank, an Aspin, 1 foot diameter. Stream from the left. Head of Grande Batturo.
	4	70					
	15	0					
	30	0					
	51	0	7	0			
	75	0	1	20	5	50	
	84	70					
	95	50	3	50	4	50	
N. 55° 25' W. ...	30	0	8	0			92nd Mile Tree, on East bank, a Bouleau, 6 inches diameter. Foot of Weymontachinquo Rapids. Portage on the right. Head of Rapids.
	69	20					
	70	0	4	0	2	0	
	85	0	4	0	2	0	
	97	0	2	0			
	125	0	4	15	1	0	
	140	0			5	50	
N. 58° W.	9	20					93rd Mile Tree, on East bank, an Epinet, 1 foot diameter. Mill Site, foot of Rapids. Portage on the right. Level. High in rear on East bank. Epinet and bouleau.
	19	0	2	20	3	80	
	40	0					
	81	0			4	0	
N. 48° W.	8	20					94th Mile Tree, on East bank, an Aspin, 1 foot diameter, 30 within the mile. Mill Site. do Head of Rapid.
	12	0					
	30	0	4	50	0	50	
	36	0					
	44	0			5	50	
N. 38° 10' W.	8	0			3	0	Left offsett 3.00 to small Island, 2.00 long.
	15	0	5	20	4	0	
	35	0			10	50	
	39	0	4	0	8	0	
N. 63° 55' W. ...	5	0	4	0			95th Mile Tree, on East bank, an Epinet, 20 inches diameter. 1.50 beyond the mile. Foot of Rapids. Portage on the right. Head of Rapid. (Level. High in rear. Epinet, bouleau and cypress. Sandy soil —pretty good.)
	5	20					
	7	0	0	30	8	50	
	23	0	4	50	2	50	
	37	0					
	71	0			11	50	
N. 57° 40' W. ...	5	0			9	0	96th Mile Tree, on East bank, an Epinet, 1 foot diameter. Mill Site, foot of Rapids, Pointe à L'Irigois. (Stony. Hills. Epinet and aspin.)
	8	0	0	50			
	14	0	6	50			
	14	20					
	18	50					
	24	0					
S. 33° 26' W.	8	50			4	0	Rocky channel. Rapid.
S. 54° 26' W.	7	0			4	50	Steep, rocky banks.
S. 87° 16' W.	5	0					Head of Rapid. Left offsett 2.00 to lower end of Island. Left offsett 50 to Island. Its breadth, 6.50. 97th Mile Tree, on East side of Island, a Bouleau, 10 inches diameter. Left offsett 1.00 to upper end of Island. Rivière du Petite Rocher on the right. Stream from the left. (Brulé.)
	18	0	3	0	4	0	
	20	0	5	0			
	40	0	4	0	5	0	
	41	0			8	50	
	55	0	4	50	13	0	
	59	70					
	62	0			7	40	
	80	0	7	0	1	0	
	88	0					
	95	0			1	0	
	100	50	6	20	0	50	

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances,		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 76° 6' W.	5	0	5	0	At 12.00 on this left offsett. Left offsett 15.00 and at 20.00. Left offsett 3.50. Mill Site. Left offsett to the East shore, 2.20. Rapids (violent). Portage on the right. (West bank steep and rocky.)
	15	0	.....	.....	35	0
	25	0	.....	.....	20	0
	30	0	.....	.....	6	70
S. 82° 54' W.	2	50	3	50	98th Mile Tree, on East bank, an Epinet, 10 inches diameter. Steep, rocky banks. Epinet, bouleau and aspin. do do do
	5	0	.....	.....	4	0
	9	20	.....	.....	10	50
	10	0	.....	.....	15	0
	16	0	.....	.....	1	50
N. 23° 9' W.	5	0	0	50	Rapids. Portage on the right. 99th Mile Tree, on East bank, a Pine, 14 inches diameter. Mill Site. Left offsett to East shore, 2.50. Rapids. Portage on the right.
	35	0	.....	.....	8	0
	65	0	.....	.....	.....	.....
	73	20	.....	.....	.....	.....
	74	0	.....	.....	5	50
	76	0	.....	.....	2	0
	80	0	.....	.....	3	50
N. 14° 9' W.	6	0	12	50	Left offsett 7.00 to lower end of Island. Rapids. Portage over Island. (Portage de L'Isle.) Left offsett 2.50 to upper end of Island.
	10	0	.....	.....	5	0
	26	0	.....	.....	.....	.....
S. 84° 36' W.	2	50	Left offsett 50 to Island. Its breadth at upper end, 9.80. 60 to the West of it. Another, 4.40 broad. Left offsett to Island, 4.50.
	4	0	.....	.....	3	0
	12	0	.....	.....	.....	.....
	18	0	.....	.....	2	0
N. 39° 54' W.	5	0	} Level. High in rear. Sandy soil—not bad. Epinet, bouleau and cypress. Stream from the right. 100th Mile Tree, on West bank, a Cypress, 1 foot diameter.
	13	0	.....	.....	1	50
	18	0	.....	.....	16	50
	28	0	.....	.....	15	0
	29	20	.....	.....	.....	.....
	35	0	.....	.....	.....	.....
S. 83° 6' W.	0	10	6	50	Same soil, growth, &c.
	10	0	.....	.....	11	0
	15	0	.....	.....	9	0
	25	0	.....	.....	2	50
	36	0	.....	.....	13	0
	43	0	.....	.....	2	50
	55	0	.....	.....	9	0
	60	0	.....	.....	13	10
S. 85° 51' W.	3	50	2	50	Small channel of the River on the right. Canal route.
	11	50	.....	.....	7	0
S. 58° 31' W.	6	0	3	50	101st Mile Tree, on West bank, an Epinet 8 inches diameter. } Rapids. Same soil, &c.
	2	70	.....	.....	.....	.....
	12	0	.....	.....	4	0
	18	0	.....	.....	1	0
	20	0	.....	.....	3	50
	31	0	.....	.....	2	60
	35	0	.....	.....	1	0
N. 17° 29' W. ...	8	0	0	40	102nd Mile Tree, on West bank, an Epinet, 8 inches diameter, and 50 beyond the mile. Small channel on the right. Canal route.
	47	70	.....	.....	.....	.....
	51	0	.....	.....	14	0
N. 58° 29' W. ...	10	0	7	0	Rapids. Portage on the right. Head of Rapids.
	13	0	.....	.....	.....	.....
	18	0	.....	.....	9	50
	43	0	.....	.....	4	50

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 63° 59' W. ..	14	0			14	0	
	30	0	3	15			
	33	70					103rd Mile Tree, on East bank, an Aspin, 8 inches diameter.
	45	0			10	50	Same banks, &c.
	67	0					Left offsett 19.50 to main channel.
N. 13° 59' W. ..	22	0	4	50	0	50	To Island.
	35	0			4	0	To upper end of ditto.
	40	0					Weymontachinque Fort, on East bank.
S. 60° W.	51	0					Mouth of River Matawan.

Copy of Original of Record in this Office.

JOS. BOUCHETTE,
For the Commissioner of Crown Lands.

CROWN LAND DEPARTMENT,
Montreal, 29th July, 1851.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, from WEYMONTACHINQUE to LAKE ASIWAWANAN.

Line's Meridian Altitude at Weymontachinque, on the 2nd February, 1848	25° 8' 0"
Refraction.....	2' 2"
	25° 5' 58"
South Declination	16° 58' 3"
	42° 4' 1"
	90° 0' 0"
Latitude	47° 55' 59"

Variation 13° 30' West.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 80° 20' W.....			5	0			
	5	0	6	0	5	50	
	6	70					104th Mile Tree, on East bank, a Tamarac, 10 inches diameter, 6 beyond the mile.
	24	0			3	50	To upper end of Island.
	26	0					(High land, stony—poor.)
N. 67° 45' W.....			0	60	5	20	To lower end of Island.
	4	0	0	50			
	24	0					
	25	0					

Appendix
(G.G.G.)

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

2nd August.

2nd August.

Courses.	Distances.		Right Offset.	Left Offset.	REMARKS.
	chs.	lks.	chs.	lks.	
N. 19° 20' W.	18	75	1	0	
N. 64° 30' W.	16 45 58	95 0 0	1 7 1	0 50 0	Stream from the right. 105th Mile Tree, on East bank, a Sapin, 1 foot diameter. (High, stony banks.)
N. 15° W.	35 49 59	0 95 20	3 1	5 10 50	106th Mile Tree, on West bank, a Silver Birch, 8 inches diameter.
N. 4° W.	39	50	8	0	9 50 West bank, high and rocky. East, low. Poor soil.
N. 0° 40' W.	25 30 33	25 0 60	7	0	11 0 Same banks. Bouleau, tamarac and cypress. 107th Mile Tree, on East bank, an Aspin, 8 inches diameter, 2.00 within the mile. 4 0 To lower end of Island, from which to mouth of a stream from the left 11.30. Same bank.
N. 6° 45' E.	15 24	0 15	0 4	50 0	0 50 Width of Island in centre, 9.50. From that to shore, 7.00.
N. 7° W.	9 15	0 80	2	0	1 0 To Island. West bank, high. East, low. 3 0 To upper end of Island. From that to shore, 10.50. (Cypress. Sandy soil.)
N. 0° 20' W.	10 31 36	0 70 10	0 3	10 0	To lower end of Island. From that to shore, 1.00. To upper end of Island. From that to shore, 4.00. 108th Mile Tree, on West bank, an Aspin, 9 inches diameter.
N. 6° E.	12 34 75 75 82 100 125 183	0 0 0 60 0 0 0 0	1 2 4	0 0 0	10 50 West bank, high and rocky. East, low. To lower end of Island. From that to shore, 4.60. 0 50 109th Mile Tree, on West bank, an Aspin, 6 inches diameter. 9 15 To upper end of Island. From that to shore 4.00. Breadth, 5.00. 1 0 Stream from the left. 13 0 (Both banks low. Aspin, bouleau and spruce.)
N. 44° 40' E.	10 18 22 45	0 0 60 60	2 0	0 50	8 50 To lower end of Grosse Isle. Its breadth 13.00. From that to shore, 7.50. 7 0 110th Mile Tree, on East bank, an Aspin, 6 inches diameter.
N. 38° 10' E.	35 45 48	0 0 40	10	50	1 0 To Island on left. Stream from the right. 9 20 To upper end of Grosse Isle. From that to shore, 3.50.
N. 39° E.	8 18 33 38 42 55 72 88 104 107	60 0 0 50 0 0 0 60 0 50	0 0 11	20 50 0	11th Mile Tree, on East bank, a Tamarac, 10 inches diameter. To stream. 0 50 10 20 6 0 4 50 112th Mile Tree, on East bank, an Aspin, 10 inches diameter. 5 0 Stream from the left. (Same banks, &c.)

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 68° 30' E.	9	0	1	50	5	0	Stream from the right. (Same banks, &c.)
	22	90	9	0			
	49	0					
S. 82° E.	5	0	2	0	25	0	To lower end of Island. From that to shore, 8.00. 113th Mile Tree, on East bank, a Cypress, 8 inches diameter. To centre of small Island, 2.00 long. From that to shore, 13.00. (Same banks and soil.)
	12	10			17	50	
	13	0	0	20			
	32	0	7	0			
	38	0	1	50			
	39	60					
N. 78° 40' E.	9	0			1	50	To Island. To upper end of Isle du Rapide. From that to shore, 9.80. Strong current past Isle. (East bank, low—Cypress—Sandy soil. West, high—Stony—bouleau.)
	12	0			4	0	
	14	50			11	0	
	20	0	7	0	9	0	
	31	6			0	30	
N. 34° 30' E.	18	0	1	0	4	50	Kasipatawawetic from the right, "or the stream that flows under ground." 114th Mile Tree, on East bank, a Cypress, 8 inches diameter. (East bank, low—Cypress—Sandy soil. West, high—Stony—bouleau.)
	21	44					
	23	0	0	50	5	0	
	35	50					
N. 44° E.	5	0	6	50	0	50	
	17	90			0	50	
N. 8° W.	27	4	6	50	7	50	Rocky banks. Bouleau.
N. 37° 30' W.	0	50	0	40	6	0	Stream from the right. 115th Mile Tree, on East bank, a Cypress, 1 foot diameter.
	20	0	7	0	0	20	
	22	20					
	32	80					
N. 78° W.	9	0	0	50	6	50	High banks. Cypress and bouleau. Very poor soil.
	11	0	0	30			
N. 12° 20' W.	7	0	1	20	5	50	Stream from the left 116th Mile Tree, on East bank, a Spruce, 10 inches diameter.
	35	0	0	50			
	58	46	6	0			
	64	25					
N. 6° 45' W.	16	0	1	50	4	0	} High and barren.
	30	0	2	0			
	40	0	10	0	1	50	
	48	0	1	50	8	50	
	64	25					
N. 54° 30' E.	4	0	5	0	4	0	Stream from the left (Najawag). 117th Mile Tree, on East bank, a Bouleau, 1 foot diameter. To lower end of Island. (High and rocky.)
	9	90			7	50	
	15	0	0	20	5	0	
	19	30					

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.	Right Offsett.	Left Offsett.	REMARKS.
	chs. lks.	chs. lks.	chs. lks.	
N. 69° 50' E.	10 0 20 25	8 0	0 20	To Island. (Same banks, &c.)
N. 59° E.	10 0 50 35 53 10	5 20	2 0 5 0	To Island to left. To upper end of Island. From that to shore, 5.50. 118th Mile Tree, on East bank, a Cypress, 8 inches diameter. (Low banks. Cypress and bouleau.)
N. 79° 45' E.	10 0 20 0 23 0 20 0 29 15	4 0 0 20 1 50 7 50	3 50 5 50 4 0 0 70	Stream from the right. (Low banks. Cypress and bouleau.)
N. 58° 10' E.	9 25	8 0	1 20	(Low banks. Cypress and bouleau.)
N. 24° 30' E.	5 0 20 0 21 0 23 0 27 10	8 0 7 0 0 00 0 20	1 0 2 0 4 0	 (Low banks. Cypress and bouleau.)
N. 64° 30' E.	5 0 7 0 11 75 13 0 28 50	1 0 5 60 0 20	3 30 4 50	Stream from the left. 119th Mile Tree, on East bank, a Tamarac, 14 inches diameter.
N. 70° 45' E.	10 0 19 0 35 0 45 0 59 50 59 50 63 25 70 0 78 50	1 60 4 0 1 50 13 50 13 50	4 0 9 0	Stream from the left. do do right. 120th Mile Tree, on West bank, a Tamarac, 8 inches diameter, 60 beyond the mile. Stream from the right. (East bank, low. — Cypress. West bank, high and rocky. Manitonevashivesic Mountain on the left.)
N. 25° 30' E.	35 0 49 0	6 0 9 0	5 0	} High banks. Same growth.
N. 2° 30' E.	15 75 25 0 49 50 73 0 90 0 95 75 105 0 130 0 169 0	9 0 5 0 7 50 6 50	2 0 0 20 5 0 0 20 2 50	121st Mile Tree, on West bank, a Spruce, 1 foot diameter. Stream to left. River Jolie or Pisnay, from the right. 122nd Mile Tree, on West bank, a Sapin, 18 inches diameter.

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.	Left Offsett.	REMARKS.
	chs.	lks.	chs.	lks.	
N. 9° W.	6	75	0	30	123rd Mile Tree, on East bank, an Aspin, 10 inches diameter, 60 beyond the mile. To lower end of Island. From that to shore, 4.50. Width of Island, 3.00. To upper end of Island, to left. From that to shore, 5.40. 124th Mile Tree, on East bank, an Aspin, 14 inches diameter. (Low banks. Cypress. High and rocky in rear.)
	30	0		4 0	
	63	0	6	50	
	86	75			
	92	0	3	0	
	95	0		0 50	
	97	80			
N. 56° 10' W.	7	0	6	0	To lower end of Island. From that to shore, 7.00. Its width, 5.00. To upper end of Island. From that to shore, 9.50.
	13	0		3 0	
	45	0		2 50	
	55	0	0	60	
	58	50			
N. 18° 20' E.	6	75	2	50	125th Mile Tree, on East bank, an Aspin, 6 inches diameter. Stream from the right. (Banks, low—sandy.—Cypress. High and rocky at ¼ mile to the rear.)
	11	0	0	50	
	30	0	9	0	
	38	50	10	50	
	51	50			
N. 47° W.	8	0	1	50	Stream from the right. To lower end of Island. From that to shore, 2.50. Breadth, 2.50. 126th Mile Tree, on East bank, a Spruce, 18 inches diameter. To upper end of Island. From that to shore, 1.20. Stream from the right. (Same banks, &c.)
	15	0		8 60	
	30	0		2 0	
	34	0		4 50	
	38	95		0 40	
	51	0		0 80	
	54	0		0 50	
	63	50			
N. 67° 10' W.	8	0	1	50	} Low banks. Cypress, aspin and spruce. High and rocky in rear.
	40	0	0	20	
	52	25	4	50	
N. 21° E.	1	50		7 50	To Trout River. 127th Mile Tree, on West bank, a Tamarac, 8 inches diameter. Stream from the right. do do left. To lower end of Island. From that to shore, 2.00. 128th Mile Tree, on East bank, a Tamarac, 18 inches diameter. (Low banks. Aspin, cypress and bouleau. Sandy, poor soil. High in rear.)
	3	20		1 50	
	25	0	2	50	
	30	0		4 0	
	61	0		11 0	
	65	0			
	67	0		0 40	
	83	20			
	88	0			
	N. 13° E.	17	0	13		0	To Island on left. Its breadth, 1.50. To upper end of Island. From that to shore, 2.00. To centre of Island, 4.50 long. (Low banks. Aspin, cypress and bouleau. Sandy, poor soil. High in rear.)
20		50	9	50	
28		0	7	0	
41		50	21	30	
54		0		0 10	

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 2° 40' E.....	13	0	14	50	3	0	To Rivers Meekwan, emptying together, but diverging, one up, the other down. On the upper one are 6 Lakes, its source, one days march from mouth. The lower one 5 Lakes, source about 15 miles.
	21	20					129th Mile Tree, on West bank, a Bouleau, 15 inches diameter.
	35	0			0	50	
	39	50	0	60			To lower end of Island. From that to shore, 11.20.
	45	0					To Island.
	48	50	1	0			
	48	50	1	0			To upper end of Island. Its breadth, 2.00. From its upper end, right offsett 7.00 to Isle, 2.00 long. From it to shore, 7.00.
	52	0			0	20	To lower end of Isle. From that to shore, 4.60.
	70	50			3	0	To upper end of Isle. From that to shore, 3.50. Its breadth, 2.50.
	90	0			0	20	
	100	0					(High banks—sandy. Cypress and bouleau.)
N. 28° 30' W.....			5	0	1	0	
	1	20					130th Mile Tree, on West bank, a Tamarac, 8 inches diameter.
	3	0			1	20	
	6	0			3	0	To stream on left.
	6	50	5	0			do do right.
	25	0	6	20			Stream from the right.
	30	0			3	0	
	40	0			9	0	
	51	0	0	20			
	55	0	1	20			
	56	50			10	0	To lower end of Island. From that to shore, 2.00.
	60	90					(Same banks, &c.)
N. 16° 40' E,			0	20			
	1	0			6	50	To upper end of Island. From that to shore, 2.00.
	5	0			5	50	To lower end of Island. From that to shore, 1.00.
	8	0	7	0			
	11	0			0	20	To Island. Its breadth, 3.50.
	20	30					131st Mile Tree, on East bank of Island, a Bouleau, 10 inches diameter.
	20	50			3	50	To upper end of Island.
	21	30					(Same banks, &c.)
N. 21° 50' W.....			2	0	4	0	To Island on right. Its breadth, 2.50.
	5	0			4	0	
	10	0	3	0			To upper end of Island. From that to shore, 1.60.
	11	0	3	0			To lower end of Island.
	14	0	0	20	7	50	Island on right.
	15	0					Stream from left.
	18	0	0	30			To upper end of Island. From that to shore, 1.00.
	43	25					(Same banks, &c.)
N. 6° W.....			0	80	2	50	Strong current.
	13	0			4	0	
	16	0	0	20			
	14	50					Spring portage on the right.
	18	50			10	30	Foot of Kettle Rapids.
	21	0	4	0			
	21	75			0	20	To Island, 2.00 long. Mill Site.
N. 48° 40' E.					5	50	
	4	50	0	20	4	50	Summer portage to right.
	9	50	2	0	1	50	Violent Rapids.
	13	0			1	50	
	14	0					132nd Mile Tree, on East bank, a Spruce, 9 inches diameter.
	14	50					
N. 19° 40' E.....			1	0	1	50	Head of Portage and Rapids.
	10	0	6	20			Stream from the right.
	22	60					

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 68° 30' W.....			0	70			Stream from the right. (Low banks. Cypress, spruce and bouleau.)
	4	0	6	0			
	15	0	10	0			
	20	0			0	30	
	25	0			1	0	
	38	50	1	0	9	0	
	43	65					
N. 32° 30' W.....			2	0	10	0	Stream to the left, whose source is close to that of the Najawag. Three Lakes on this stream; the first at one day's journey. 133rd Mile Tree, on East bank, an Aspin, 16 inches diameter. To centre of Island, 2.00' broad. (Same banks, &c.)
	13	25					
	15	0	3	0			
	20	0	5	0			
	25	0	13	0			
	41	0			4	80	
	47	50	0	40	6	50	
	62	0	7	50	0	40	
	82	0	0	50	5	0	
	89	50					
N. 39° 15' W.....			4	50	2	50	134th Mile Tree, on West bank, a Spruce, 10 inches diameter. Pokitawagan River, from the right. Three Lakes; the first at two or three hours' march. Stream from the left. do do right. To lower end of Island. From that to shore, 3.50. Breadth, 2.80. To Island on right. To Island on right. From that to shore, 1.50. 135th Mile Tree, on East bank, an Aspin, 10 inches diameter. (Same banks, &c.)
	3	0	4	50	2	0	
	3	75					
	5	0			7	0	
	11	0	0	70			
	17	0					
	20	0					
	42	50			11	50	
	50	0	3	0			
	53	0	3	0			
	59	0			18	50	
	70	0	2	50	13	0	
	83	75					
	89	75					
N. 24° W.....			10	0	9	0	Cannibal River, on the left. Upwards of 20 Lakes on it—three of them considerable—about South-west from the mouth. To lower end of Island. From that to shore, 5.00. 136th Mile Tree, on West bank, a Sapin, 8 inches diameter. To Island. Breadth, 7.00. From that to shore, 2.00. Stream from left.
	30	0			0	30	
	35	0			0	80	
	40	0			1	0	
	42	0			6	0	
	45	0	5	0			
	74	0					
	75	0	2	0			
	76	50					
N. 10° E.....			2	50	6	0	To Island on right. To upper end of Island. Its breadth there, 4.00. To shore, 1.00. To stream. To entrance (on left) of Portage du Bouleau, foot of Rapids. Mill Site. 137th Mile Tree, on East bank, a Bouleau, 9 inches diameter. To head of Portage and Rapid. (Same banks, &c.)
	21	0	1	0			
	21	0			16	0	
	39	0	0	20			
	45	0	4	50	3	0	
	60	0			4	0	
	75	0	3	0	0	30	
	75	50					
	83	0			4	0	
	85	0					
N. 50° 50' W.....			0	50	5	0	Stream on right. To stream. To lower end of Island. From that to shore, 7.50. Breadth, 3.00. (Same banks, &c.)
	6	0	9	0	4	0	
	22	0	1	0	17	0	
	40	0			11	0	
	42	0	5	0			
	47	20					

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.	
	chs.	lks.	chs.	lks.	chs.	lks.		
N. 16° W.	10	0	10	0	9	50	To upper end of Island. From that to shore, 12.00. 138th Mile Tree, on West bank, a Tamarac, 8 inches diameter. At 15.00 on this offsett. Left offsett 1.00 and at 22.00. Left ditto 4.50 to stream (Rivière du Petit Rocher). Five Lakes on it.	
	25	30						
	30	0	33	0				
		32	0	15	0			To Portage on left, foot of Rapids du Petit Rocher. Head of Rapid. (Same banks, &c.)
		58	0	5	0	0	50	
		65	0	4	0	1	30	
		71	0	3	80	0	30	
	74	80						
N. 35° 20' W.			4	70	1	50	To stream.	
	10	0			6	0		
	23	20						
N. 16° W.			3	0	3	50	139th Mile Tree, on East bank, a Tamarac, 13 inches diameter. Stream from the right.	
	7	30						
	11	0					Stream from the left. Two Lakes on it. (Low banks. Cypress and bouleau.)	
	25	0	3	0	3	50		
	30	0						
	38	0	1	0				
	47	50						
N. 23° E.			1	0	4	0		
	4	50	0	40	5	0		
	18	0	5	30	0	20		
	22	50						
N. 19° 20' W.			3	50	1	50	Stream from the right. 140th Mile Tree, on East bank, a Cypress, 6 inches diameter.	
	17	30						
	25	0	0	30			(Low banks and cypress, from Petit Rocher.)	
	28	0						
N. 0° 20' E.			1	0	5	0		
	25	0	9	50	0	20		
	40	50						
N. 3° 20' W.			0	30	5	60	Stream to right.	
	18	80	7	0	0	20		
	23	0	6	0	1	50	141st Mile Tree, on West bank, a Tamarac, 1 foot diameter. Stream from the left (Piquatawac River.)	
	28	0	3	70	0	50		
	28	80						
	42	0						
	45	0	0	50			Stream from the right.	
	50	0						
62	0							
S. 49° 50' W.					9	0	To upper end of Island, on left, 4.00 long. From that to shore, 4.75.	
	10	0	6	50				
	18	0					Portage de la Montague on the right, foot of Cascade. Mill Site. Head of cascade.	
	22	0						
	23	0						
	30	0	1	50	0	80		
	33	0						
37	50							
N. 52° W.			4	50	0	50	142nd Mile Tree, on West bank, a Bouleau, 15 inches diameter. To head of Portage on the right.	
	9	30			1	0		
	10	0	5	30	0	50		
	15	0						

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 78° 50' W.....	3	0	3	50	2	0	To stream.
	5	0			4	0	
	15	0	4	0			
	16	0			4	50	
	23	0	0	70			
	31	0					
N. 85° 30' W.....	15	0	2	0	5	40	To Portage Penchéon, right foot of Rapid. Head of Rapid and Portage. 143rd Mile Tree, on East bank, an Aspin, 10 inches diameter. To Stream. (Low banks. Cypress, bouleau, and sapin.)
	20	0	0	50	4	50	
	34	0	0	60	4	50	
	43	30					
	45	0			4	0	
	51	0			0	70	
N. 62° 40' W.	5	0	6	50	1	80	Kasipó River on the left. Ten Lakes on it. To Portage du Cypies on the right, foot of Rapids. Mill Site. To head of Portage and Rapids. (Same banks, &c.)
	11	50	0	50	6	0	
	15	0					
	20	0	4	80			
	28	50	2	20	2	30	
	40	0	0	30	5	60	
	44	50	0	70			
	47	0	2	0	3	20	
	50	0			7	50	
	56	0					
N. 24° 20' W.....	1	0	0	50	6	0	To stream. 144th Mile Tree, on East bank, a Tamarac, 7 inches diameter. (Same banks, &c.)
	7	80					
	18	0	9	0			
	25	0					
	38	0					
N. 52° 30' W.....	5	0	3	0	2	0	(Same banks, &c.)
	17	0			1	0	
	24	0	0	50	7	0	
	34	50					
N. 25° 10' E.	5	0			1	80	145th Mile Tree, on East bank, a Tamarac, 8 inches diameter. (Same banks, &c.)
	10	0	0	20	4	50	
	18	0	0	30	4	0	
	15	30					
	25	0	6	0	0	50	
	48	0					
N. 50° W.	16	0	0	70	0	60	Stream from the right—one Lake. (Same banks, &c.)
	26	0	6	0			
	50	0					
N. 33° 50' W.....	2	30	0	80	4	75	146th Mile Tree, on East bank, an Aspin 1 foot diameter.
	5	0	0	60			
	23	0	6	50			
	32	25					
S. 58° 44' W.	5	0	0	20	6	50	To River Tricau, 5.00 wide.
	9	0	8	0			

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 44° 20' W.			7	50	0	10	To outlet of two small Lakes. 147th Mile Tree, on East bank, a Bouleau, 1 foot diameter. Bearing to Otter River, South 53° 20' West. Three Lakes. (Low banks, sandy. Cypress, tamarac, and bouleau.)
	3	0			0	30	
	5	0			4	50	
	17	0	0	20			
	25	0	0	30			
	40	0			16	50	
	41	5					
	50	0			14	0	
N. 62° 30' W.	0	50					Touch lower end of Island, 5.00 long, and 2.00 wide, stretching towards Otter River.
	15	0					Bearing to Otter River, South 22° 20' West.
	20	0					
N. 54° E.					4	0	To Portage de la Loutee. Foot of Rapid. Mill Site. To Island, 1.00 long.
	5	0			4	0	
	6	50			2	0	
	8	0	4	50	4	50	
	10	0	3	0			
	12	0					
N. 56° 30' W.			6	50			At 3.00 on this offsett. Right offsett 7.50.
	7	0	5	50	0	30	To lower end of Island. Breadth of Island, 5.50. Main channel on West side.
	13	0			3	50	
	15	0			1	0	
	17	0					
	25	0					
N. 83° 45' W.			2	30	0	20	To head of Island. From that to shore, 4.00. Head of Portage. 148th Mile Tree, on West bank, a Tamarac, 1 foot diameter. To centre of an Island to left, 2.00 long. From that to West shore, 6.00.
	9	50			6	50	
	14	5			5	0	
	22	0	7	50			
	46	0	0	80	0	50	
	55	0	7	0			
	60	0	3	20			
	64	0			6	0	
	73	0			6	50	
N. 29° 30' W.					9	0	To the Wabemisk, or "White Beaver River." Three Lakes.
	10	0	1	50			Stream from the left. 149th Mile Tree, on East bank, a Spruce, 1 foot diameter.
	15	0					
	21	5					150th Mile Tree, on West bank, an Aspin, 10 inches diameter, 50 beyond. To lower end of Island. From that to shore 2.30. To upper end of Island. From that to shore. 5.00.
	30	0	7	0			
	38	0	3	0			
	48	0	2	50	13	70	
	75	0			9	0	
	90	0			14	0	
	100	0	11	0			
	101	5					
	110	0	7	80			
	115	0	5	50			
	120	0					
	129	0			1	50	
	134	0			5	20	
	145	0	14	0			
N. 52° W.					6	20	To lower end of Oskisk Island, on the right. 151st Mile Tree, on West bank, a Spruce, 9 inches diameter. To Island. To Oskisk, or "Cypress Island," on right.
	17	0	23	0	1	0	
	36	5					
	45	0					
	50	0			5	0	
	65	0			7	0	
	85	0	1	0	6	0	

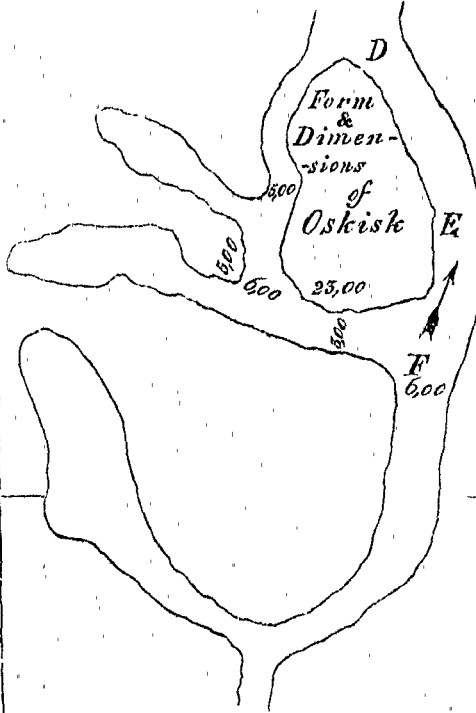


Appendix
(G.G.G.)

Appendix
(G.G.G.)

2nd August.

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

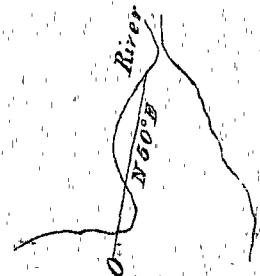
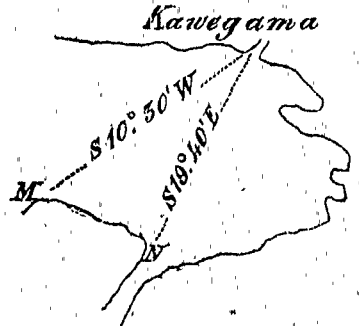
Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 44° W.	3	0					To upper end of Island. Its breadth there, 23.00. 152nd Mile Tree, on West bank, an Aspin, 16 inches diameter.
	10	0	4	50			
	30	0	6	0	1	0	
	31	5					
	40	0	1	0	5	40	
	57	50	0	20	5	0	 <p>Form & Dimensions of Oskisk</p> <p>Strong current. (Low banks—high in rear—sandy. Bouleau, aspin, spruce and cypress.)</p> <p>To a Morais on right, which heads near the one at the Island Oskisk.</p>
N. 7° W.			7	50	0	30	
	7	0			0	20	
	7	50					
N. 51° 20' W.	12	0					Strike the West shore on a low point. Right offsett to River, 5.20 From that to East shore, 7.00. To West shore. From that to East shore, 13.40. Strike to River. (Same banks, &c. High in rear.)
	25	0	7	50			
	38	0					
	42	50					
S. 76° 35' W.			6	90	3	0	153rd Mile Tree, on East bank, an Aspin, 9 inches diameter.
	3	55					
	27	0			6	30	
	45	50	6	0	0	30	
	56	0			3	0	
	60	0			5	20	
73	0	0	50	9	60		
N. 57° 50' W.					32	0	To Island, stretching off 28.00. 154th Mile Tree, on East bank, a Tamarac, 18 inches diameter, 60 within the mile.
	10	0			1	50	
	10	55					
	16	0					
N. 80° W.			2	20	2	30	To Island on left. To upper end of Island. Channel running down at right angles with Station Line.  To lower end of Grosse Isle. From that to shore, 10.00. 155th Mile Tree, on West bank, a Spruce, 9 inches diameter. To upper end of Grosse Isle. From that to shore, 8.80. To outlet of a small Lake. 
	17	0			4	0	
	24	0			4	50	
	34	0			0	20	
	43	0			4	0	
	65	0	15	60			
	70	0			8	0	
	74	55					
	82	0	16	0			
	83	0			30	0	
	110	0	35	0			

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)
2nd August.

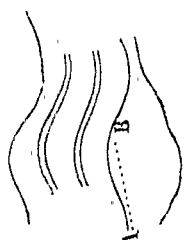
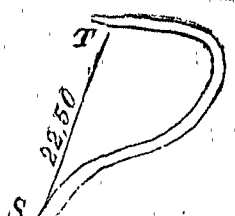
Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 80° W.—(Continued.)	115	0	18	0	.....	.....	To lower end of Partridge Island.
	135	0	1	80	.....	.....	To Partridge Island.
	145	0	1	80	.....	.....	do do. Breadth, 7.00. From that to East shore, 27.00.
	154	55	3	50	.....	.....	To left shore, 13.00.
	154	55	.....	.....	.....	.....	156th Mile Tree, on upper end of Partridge Island, a Tamarac, 9 inches diameter. From that to shore, 18.00.
	160	0	.....	.....	3	0	To centre of an Island, 5.00 long.
	164	0	.....	.....	33	0	At 20.00 on this offsett. Right offsett 9.00.
	210	0	.....	.....	3	0	.....
	211	50	13	0	1	50	A small River on the right. One Lake.
	212	0	.....	.....	.....	.....	To Island, 1.50 long or diameter (each way). From that to shore, 4.20.
	215	0	.....	.....	6	50	.....
220	50	.....	.....	14	0	.....
S. 66° 30' W.....	2	0	3	0	14	0	To Island, 2.00 long.
	7	0	3	0	0	60	.....
	14	5	.....	.....	4	50	.....
	29	0	.....	.....	0	50	157th Mile Tree, on West bank, a Bouleau, 8 inches diameter.
	36	0	.....	.....	2	50	To stream.
	38	0	17	0	.....	.....	To Raven River. Five Lakes.
	39	0	6	80	0	50	.....
	73	0	0	50	.....	.....	.....
	80	0	.....	.....	16	0	.....
	N. 71° 50' W.....
9		0	0	30	.....	.....	.....
14		05	.....	.....	.....	.....	158th Mile Tree, on East bank, an Aspen, 8 inches diameter.
17		50	4	50	.....	.....	.....
30	0	.....	.....	.....	.....	Bearing to River Kawegama, South 19° 40' East. (Same banks—low. High in rear. Cypress, bouleau, aspen and spruce.)	
N. 0° 59' W.	6	0	7	0	11	0	.....
	15	0	.....	.....	19	0	To stream.
	26	0	10	0	.....	.....	.....
	47	0	1	0	.....	.....	.....
	54	0	.....	.....	6	90	.....
	55	0	.....	.....	8	50	.....
	64	5	.....	.....	.....	.....	159th Mile Tree, on East bank, an Aspen, 5 inches diameter.
	65	0	13	0	.....	.....	.....
	76	0	21	0	.....	.....	.....
	85	0	20	40	.....	.....	To centre of Island, 5.00 long. From that to shore, 27.00.
	103	0	.....	.....	0	10	.....
123	50	16	50	.....	.....	Bearing to River Kanishtinea Kash-ganea, North 50° East, across the point thus—distance, 75.00.	



Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

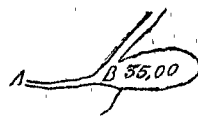
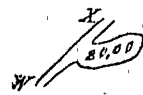
FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 70° W.	15	0			1	0	To Island, 2.00 diameter. From that to shore, 27.00. 160th Mile Tree, on West bank, a Tamarac, 10 inches diameter. To Island on right, 2.00 diameter.
	20	0	17	0			
	20	55					
	38	0	18	0			
	60	0	2	0	5	0	
	63	0					
	65	0	21	0			
S. 74° 45' W.			9	0	1	0	161st Mile Tree, on East bank, an Epinet, 10 inches diameter. (Low banks. Epinet, cypress and bouleau. Poor, sandy soil.)
	16	0			4	50	
	26	0					
	35	55					
	43	50					
N. 55° W.			5	0	0	50	To Loon River on left outlet of the Lake behind Fort Kikendatch. West shore. Kikendatch Fort on the left. Right offsett to River, 1.50.
	12	50	0	40	7	0	
	36	0					
	39	0					
N. 6° 30' E.	10	0					Bank 1.50 wide, curving with the Bay on the left, at 8.00. Another within it.
	20	0					
	31	50	9	0	16	0	Strike main channel, thus 
	33	5					
	48	0	22	6	1	0	162nd Mile Tree, on West bank, an Aspen, 17 inches diameter. (Low banks—high in rear. Cypress, Aspen, Epinet and bouleau.)
	65	0	37	0	4	90	
	97	0					
N. 5° 20' W.			27	0	29	0	Bearing to Chassel, North, 28° East. River from left. Three Lakes. 163rd Mile Tree, on East bank, a Cypress, 18 inches diameter. To centre of Island, 4.30 long. 164th Mile Tree, on East bank, a Tamarac, 7 inches diameter. Bearing to Chassel, South, 25° East.
	10	0					
	16	5					
	75	0			13	0	
	96	5	37	0			
	104	50					
N. 33° 20' W.			37	0	53	0	Stream from the right. Leave the main channel thus.  Strike main channel again. Its breadth, 8.00.
	22	50					
	71	55					
	85	0	38	70	9	0	
	90	0					
							165th Mile Tree, on East side of main channel, an Aspen, 5 inches diameter. A great number of channels and small low Islands in the Lake just above Kikendatch, too intricate to note minutely.
N. 0° 15' E.			1	0	9	30	On main channel. do do To bank of do To Grand Mère Rock, on the East bank. 166th Mile Tree, on East bank, an Aspen, 18 inches diameter.
	10	0			21	0	
	40	0			0	10	
	50	0	4	50			
	61	55					
	75	0					

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)
2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 18° 20' W.	chs.	lks.	chs.	lks.	chs.	lks.	On main channel. To bank of River.
	24	0	13	0	24	0	
	27	50	6	0	0	10	
N. 81° 10' W.....	10	0	8	50	1	50	To mouth of Bay (on right), on same course as Station Line. 
	39	5					167th Mile Tree, on West bank, an Aspen, 7 inches diameter.
	45	0	4	0			To mouth of Bay. 
	61	0	0	30	5	0	Very low, flat banks. Alder and aspen. do do do
	70	0			4	0	
N. 8° 50' W.					4	50	To stream.
	21	0	0	10	11	0	168th Mile Tree, on East bank, an Aspen, 8 inches diameter, 3.50 beyond the mile. (Low banks. Tamarac, cypress and aspen.)
	49	5					
	75	0	8	0	0	80	
N. 47° 10' W.....			5	0			To stream.
	9	0	8	0			169th Mile Tree, on West bank, a Spruce, 14 inches diameter.
	21	0			0	20	
	45	0	4	20	4	0	To stream. Two Lakes. Stream from the right.
	40	55					
	95	0	1	0			170th Mile Tree, on West bank, an Aspen, 7 inches diameter. (Low banks—sandy. Epinet, cypress and Aspen.)
	100	0			4	50	
	116	0					
	118	0					
	120	0	6	90			
	120	55					
	125	0					
N. 88° W.	5	0	6	40	0	30	} Low banks— Epinet, Aspen, bouleau and cypress.
	19	50			4	60	
	30	0					
N. 7° 30' E..			5	30	0	50	} Low banks— Epinet, Aspen, bouleau and cypress.
	15	0	0	30	6	40	
	30	0					
N. 41° 10' E.			4	60	1	70	171st Mile Tree, on East bank, a cypress, 9 inches diameter, 70 beyond the mile.
	15	55					
	36	0	5	20			
	49	0					
N. 16° 30' W.....			0	10	5	30	Stream from the right.
	17	0					(Low banks. Tamarac, spruce and cypress. Black soil.)
	20	0	6	10			
	39	0					
N. 45° 50' W.....			0	20	9	25	Stream from the right.
	6	0					172nd Mile Tree, on East bank, a Tamarac, 10 inches diameter.
	7	55					
	55	0	9	0			
	85	35					

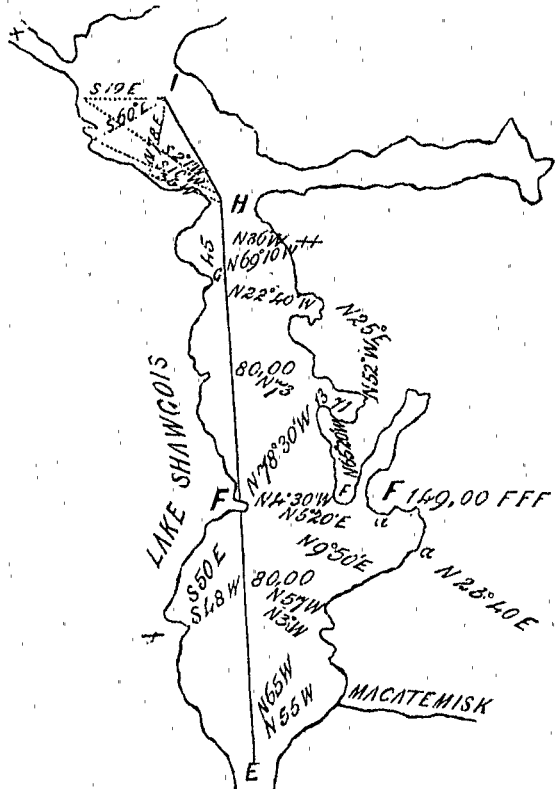
Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 74° 20' W.....	2	20	21	0	4	60	Lower end of Lake Shawgois. 173rd Mile Tree, on East bank, an Aspen, 1 foot diameter.
	55	0					
	60	0					
	82	20					
	162	20					
	212	0			8	60	
	215	0			18	0	
	242	0					176th Mile Tree, on West bank, a Tamarac, 13 inches diameter.
	250	0					
S. 65° 10' W.....	25	0			26	20	177th Mile Tree, on Wes. bank, a Bouleau, 16 inches diameter.
	72	20					
	101	0	27	0	4	50	
	128	0	27	0			
	140	0	63	0	5	0	
	152	20					178th Mile Tree, on West bank, a Spruce, 10 inches diameter.
	155	0					
S. 60° 30' W.....			28	0			
	31	0			3	0	
	45	0					
S. 33° W.....					17	0	
	32	20					179th Mile Tree, on East bank, an Aspen, 9 inches diameter.
	110	0		0	60		
	112	20					180th Mile Tree, on East bank, a Bouleau, 7 inches diameter.
	120	0	7	0			
	125	0					
S. 8° 30' W.....			7	0			
	10	0	6	0			
	12	0			13	0	To centre of Island, 5.00 long.
	15	0	14	0			
	17	0			1	0	To Island, 4.50 long.
	35	0	2	50			
	40	0			13	0	
	45	0			7	0	To mouth of Mista-misk, or "Big Beaver River." From that to shore, 8.00. Five large Lakes on this River—Portage of one mile from Kilkendatch Lake to one of them.
	50	0					

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

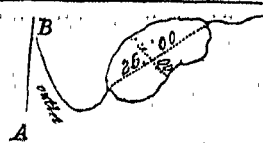
Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 58° 10' W.....	15	0			5	0	181st Mile Tree, on East bank, an Aspen, 11 inches diameter.
	17	20	2	0	18	0	
	28	0	5	0			
	42	0					
	50	0					
N. 28° 50' W.....	20	0	2	0	17	0	182nd Mile Tree, on West bank, a Spruce, 8 inches diameter. At 19.00 on this offset. Left offset, 13.00. Upper end of Shawgois. 183rd Mile Tree, on East bank, a Cypress, 7 inches diameter.
	25	0			19	0	
	41	0			6	0	
	45	0	23	0			
	47	20					
	78	0	24	0			
	80	0	13	30	9	0	
	108	0	5	0	14	0	
	116	0	2	0	7	0	
	121	0	8	0			
	127	20					
130	0						
N. 57° 10' W.....	7	75	7	0	11	40	
N. 16° W.....	5	0	0	20	5	0	Foot of Kanatawayajwak Rapid, head of Shawgois.
N. 7° E.....	2	40	0	20	4	50	
N. 19° E.....	4	0	0	30	3	0	To Island, 3.00 long, and 1.00 broad.
N. 33° 30' E.....	3	0	0	10	5	0	
N. 56° E.....	7	0	0	20	6	0	
N. 29° E.....	6	50	0	10	8	0	
N. 23° 50' W.....	5	0	1	0	4	0	
	12	0			13	0	
	15	0					
	27	0			12	0	
N. 17° 30' E.....	3	50					
N. 35° 30' E.....	2	0			4	50	Foot of Rapid, 3.00 long. 184th Mile Tree, on East bank, a Cypress, 8 inches diameter.
	11	5	3	0	4	50	
	13	50					
N. 44° 30' W.....	4	0	3	50			
	7	0	4	0	6	0	
	10	0	9	0			
	14	0	4	30			
	31	0	7	0			
	34	0					
N. 40° W.....	15	0			5	20	185th Mile Tree, on East bank, a Spruce, 9 inches diameter. Foot of Rapid. Head of Rapid.
	20	0			8	50	
	28	0	2	0	15	40	
	31	0	0	30			
	43	55					
	45	0					
	48	50					

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 24° 30' W.....	5	0			5	0	
	10	0			5	40	
	21	0	4	60	12	60	
	65	0	24	0	11	0	Strike Lake Travers.
	75	5					186th Mile Tree, on small Island, a Cypress, 1 foot diameter, 285 within the mile, to small Island, 2.00 long.
	80	0	7	60			
	87	0	24	80			
	88	0	15	0			
	110	0	23	70			
	145	0	25	0			To lower end of Island. From that to shore, 15.00.
	155	5					187th Mile Tree, on East bank, a Spruce, 7 inches diameter, 11.00 beyond the mile.
	163	0	27	0			To upper end of Island (its breadth 5.30), at 20.00 on this offsett. Left offsett, 9.00.
	167	0	3	20			
	170	0					
	175	0					
N. 84° 20' W.....	35	0	41	0			188th Mile Tree, on East bank, a Spruce, 8 inches diameter, 7.15 beyond the mile.
	60	5					Strike off round the Lake (Travers), it being on the left.
	65	20					Strike the inlet of the Lake.
	75	0	2	50	5	30	
	80	0	4	0	3	10	
S. 9° 20' E.....							Notes round Lake Travers, 65.20, on last Station Line.
	7	50					
	38	0	14	0			
	50	0					
	85	0	29	0			
	120	0	31	30			Stream from right. Small Lake.
	121	0	3	50			To lower end of Island.
	135	0					
S. 21° 30' E.							To Island, 6.50 wide.
	12	0	12	30			To upper end of Island. From that to shore, 13.00.
	25	0			11	0	To centre of Island, 6.00 long.
	55	0					
	60	0					
S. 14° 30' W.....			1	50			
	15	0					
	25	0	19	0			
	35	0					Stream from right.
	71	0					
S. 27° 20' W.	2	0	11	0			
	10	0	17	0			
	38	0	2	0			
	50	0	11	0			
	68	0	4	50			
	75	0	6	0			
	89	0					
S. 31° E.....	3	0					Outlet of Lake, 25.00 long, and 11.00 broad.
	10	0	7	0			
	15	0	2	50			
	25	0	2	0			
	45	0	22	0			
	51	0	4	0			To Island, 3.00 diameter.
	58	0	7	0			
	60	0	0	40			
	62	0					



Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 3° W.	13	0	1	0			
	30	0	0	50			
	62	0	14	80			
	65	0	5	60			
	90	0	2	50			
	93	0	7	0			To stream. One Lake (close).
	100	0	7	0			
S. 81° 10' E.	20	0	12	20			
	33	0	14	60			
	39	0			1	0	To head of Island.
N. 21° 20' W.			3	0			Across the mouth of Achitamour, or "Squirrel River." About one-fourth of a mile up this stream is a Lake, 5 miles long, lying North-east and South-West.
	12	0			4	0	To lower end of Island.
	13	50			4	0	To head of another Island.
	15	0					
	19	80			3	0	To lower end of Island. From that to centre of another (4.20 long) 3.50.
	37	0	4	0			
	47	0					
	55	0					
N. 13° 10' W.	12	0	0	70			
	16	0	1	20			
	20	0					
N. 17° E.	50	0	0	50			
	78	0	9	0			To Island, 3.00 diameter. From that to shore, 10.80.
	78	0	4	50			To upper end of Island. From that to shore, 19.00.
	85	0			11	0	To upper end of Island.
N. 16° E.	5	0	2	0			To Islands on each side.
	20	0	3	0			To lower end of Island.
	25	0			21	0	To lower end of Island.
	34	0			4	50	To centre of Island, 5.00 long.
	56	0			11	0	To upper end of Island.
N. 2° 10' E.	1	0	6	0			
	5	0			12	0	At 3.00 on this offsett. Right offsett, 5.00.
	75	0	21	70			To lower end of Island.
	115	0					
	117	0					
N. 72° E.	2	0	6	0			
	8	0	5	0			
	10	0	15	0			
	20	0	18	60			
	26	50					
S. 38° E.	12	0	4	0			To Island, 3.00 long.
	20	0	7	0			
	28	85					Point of departure. End notes Lake Travers. Continue River St. Maurice.
N. 11° 30' E.	4	0			4	50	To outlet of small Lake, 2.00 from shore, about 15.00 long.
	6	0			5	0	
	18	50					



Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offset.	Left Offset.	REMARKS.
	chs.	lks.	chs. lks.	chs. lks.	
N. 37° E.....	19	0	1 0	3 60	Strike lower end of Island, 4.50 long.
	21	0		7 0	
	24	0	1 0		
	35	0	23 40		
N. 36° 30' W.....	16	55	13 90		189th Mile Tree, on East bank. an Aspen, 8 inches diameter. Stream.
	20	0	18 40	9 20	
	32	0		7 0	
	38	50			
N. 10° 10' W.	15	0	1 40	4 60	
	33	0		6 0	
N. 6° 30' E.....	1	0	7 0	0 50	Strike Grand Lake, or Lake Aswawanan or Perch.
	20	0	26 0	18 0	190th Mile Tree, on East bank, a Cypress, 10 inches diameter. To Petit Chemin, on left, the route to Obidjaan.
	25	5			
	44	0	21 0	37 0	
	62	0			
	67	0			
N. 14° 45' E.	25	0	7 0		Notes round Grand Lake, from end of last Station Line.
	40	0			
	42	50	0 30		
	43	0			
S. 57° E.	0	50	0 40		
	7	0	5 0		
	13	0			
	18	0			
	25	0	3 0		
	29	0			
N. 49° 50' E.....	5	0	6 0		To stream.
	13	0	4 0		To Island, 2.00 diameter. (Flat country. Hills on West side of Lake. Poor, sandy soil. Cypress, aspen, spruce and bouleau.)
	20	0		2 50	
	45	0	7 50		
	70	0	4 0		
	80	0	9 20		
	127	0			
	170	0	16 0		
	194	0	3 0		
	202	0	5 50		
	210	0			
N. 20° W.	16	0	7 0		Shore.
	38	0			Strike off across the inlet.
	38	50			
S. 49° 20' W.....	11	0			From 38.00 on last Station Line. Inlet of Lake. Across Inlet.
	30	0	13 0		
	85	0	1 50		
	99	0			

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 76° 30' W.....	4	0	5	0			
	7	0	3	0			
	17	0	13	0			
	20	0	23	60			At 22.00 on those offsets. Right offsett, 15.00.
	21	0	2	0			To Island, 2.00 diameter.
	30	0	11	0			
	42	0	4	0			
	43	0	12	0			
	75	0	5	20			
	76	0	13	0			
	93	0	5	0			
106	0						
110	0						
N. 2° 20' W.	1	0	2	0			
	6	0	4	80			
	20	0					
	30	0	1	80			
	45	0	11	80			Shore.
S. 38° 30' W.....	6	0	6	0			
	32	0	0	50			
	35	0	0	50			
	38	0	4	0			
	42	0					Shore.
N. 87° W.....	5	0	23	40			
	14	0	4	50			
	22	0	16	30			
	28	0					Shore.
S. 10° 10' E.	7	0	1	0			
	25	0	21	90			
	37	0	17	0			At 8.00 on this offsett. Left offsett, 7.00.
	38	50					
S. 6° 40' E.....			1	0			
	61	0			19	0	To upper end of Island.
	70	0	12	60			
	75	0					Stream from right (White Fish River). Petite Chemin, or route to Obidjuan. Two Lakes on it: Oskiloe and another.
	80	0	31	0			
	101	0	16	70	4	60	
	106	0			0	50	To Island.
	108	0					To lower end of Island.
110	0					West shore.	
N. 59° E.....	10	0					To Island.
	45	40					

Copy of Original of Record in this Office.


JOS. BOUCHETTE,
For the Commissioner of Crown Lands.

CROWN LAND DEPARTMENT,
Montreal, 29th July, 1851.

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.

Courses.	Distances.	Right Offsett.	Left Offsett.	REMARKS.
	chs. lks.	chs. lks.	chs. lks.	
S. 72° E.	4 50 10 0 19 0 40 0 53 50	0 25 1 30 6 0 5 60	2 90 0 90 7 50 0 85	South discharge, 21.00, lower down. 1.20 wide. South discharge on right. (Low banks—clay. Rich meadow land. Many very small Islands.)
N. 21° 10' E.	3 50 4 50 10 50 19 0 24 90	..... ..... ..... ..... 2 0	0 20 2 0	Right offsett 1.00 to lower end of an Island. From that to shore, 1.80. Right offsett 50 to upper end of Island. To shore, 0.50.
S. 70° E.	1 60 5 0 11 25	..... ..... 1 70	..... 1 95 0 10	1st Mile Tree, on North bank, an Aspen, 6 inches diameter. (Low banks. Bouleau and aspen.)
S. 0° 20' W.	3 50 13 0 17 0	0 15 1 35	1 40 1 40	
N. 69° E.	2 50 5 0 11 0	..... ..... 0 15	..... ..... 1 30	Outlet of a small Lake, thus..... 
North	3 50 11 0 15 80	1 50 1 25	0 15 1 60	(Same soil, &c.)
N. 78° E.	7 0 13 0	..... 1 50	1 50 0 20	} South bank low. Good soil. Elm, bouleau and aspen. North bank high. Pine.
S. 38° E.	5 0 7 50	..... 0 30	..... 1 20	Stream from the right.
S. 16° 10' W.	6 5 10 50 16 0	..... 1 30 0 20	..... 0 10 1 20	2nd Mile Tree, on North bank, an Asb, 8 inches diameter.
S. 57° E.	4 50 10 0	1 50 0 15	..... 1 35	} Low banks. Good soil. Sapin, bouleau, aspen and ash. Loamy.
N. 63° 10' E.	6 50 16 50	..... 1 25	.....	Stream from the right.
N. 15° E.	8 0 11 0	..... 1 15	1 20 0 10	(Same banks, &c.)
S. 80° 20' E.	5 0 7 0	..... 0 20	1 25 1 20	(Same banks, &c.)
S. 69° 10' E.	9 50 13 0	1 30 0 75	..... 0 60	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONNAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 65° 50' E.	13	50	0	20	1	0	3rd Mile Tree, on South bank, a Bouleau, 17 inches diameter.
	12	55	.....	.....	.....	.....
	16	25	0	60	1	10	
S. 59° E.	5	0	0	20	1	10	(Same banks, &c.)
	10	0	0	80	0	60	
	10	50	1	20	0	45	
N. 45° 10' E.	1	0	0	10	(Same banks, &c.)
	5	0	0	15	1	46	
	10	40	1	20	0	30	
N. 85° 30' E.	4	0	1	0	0	10	
N. 62° 40' E.	5	0	1	0	0	30	
N. 22° 30' W.	3	40	Lower end of Portage and Cascade. Mill Site.
	5	50	1	45	.....	.....
N. 25° 50' E.	6	50	1	35	0	12	
N. 62° 30' E.	5	0	1	50	0	10	Upper end of Portage.
	14	50	0	70	0	93	
N. 7° 30' E.	3	0	Stream from the right. (South bank, low. North, high and rocky. Sapin, spruce and bouleau. Middling soil—sandy.)
	10	50	0	15	1	28	
	15	50	1	15	0	30	
N. 87° E.	4	50	4th Mile Tree, on North bank, a Sapin, 1 foot diameter.
	10	50	1	25	0	10	
	13	0	1	30	0	50	
N. 54° 45' E.	10	0	1	25	
	19	0	3	12	
N. 44° E.	10	0	5	10	} Spruce, bouleau and cypress.
	17	50	.....	.....	.....	.....
	20	0	0	45	0	96	
N. 68° 40' E.	5	0	1	35	
	20	0	1	0	0	60	
N. 55° 40' E.	8	50	0	70	To lower end of an Island. From that to shore, 0.50. 5th Mile Tree, on North side of Island, an Aspen, 7 inches diameter.
	12	40	.....	.....	.....	.....
	18	50	1	28	0	30	
S. 66° E.	12	0	0	70	To upper end of Island. Thence to shore, 0.65. Rapid.
	24	0	0	40	0	85	
S. 80° E.	7	0	0	75	To lower end of Island. Thence to shore, 0.55. To upper end of Island. To shore, 0.70.
	12	0	.....	.....	1	0
	15	0	0	65	0	80	
S. 45° 30' E.	23	20	2	20	Rapid. Aspen, spruce and bouleau.
S. 72° E.	9	0	2	0	6th Mile Tree, on North bank, a Bouleau, 7 inches diameter.
	11	70	.....	.....	.....	.....
	13	0	0	20	1	50	

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 54° 50' E.	4	0	0	40	1	38	} Rapid. Same growth, &c.
	12	0					
	22	50	1	45			
S. 81° 20' E.	6	0	1	10	0	80	
S. 54° 10' E.	8	0			2	90	
N. 40° E.	10	50			1	45	Stream from the right.
	17	50					
N. 54° 40' E.	4	50	1	15	0	60	Stream from the right.
	15	0					
N. 26° 40' E.	5	70	0	30	2	0	7th Mile Tree, on North bank, a Bouleau, 10 inches diameter. (Low banks. Spruce and bouleau.)
	13	50					
N. 48° E.	9	0	2	50	1	20	
	18	0	0	45			
N. 41° 50' E.	3	50			1	50	} Same banks, &c.
	12	50	1	75			
	19	40			1	80	
N. 2° 30' W.	9	50	1	70			} Low banks. Bouleau, spruce and pine. 8th Mile Tree, on South bank, a Spruce, 10 inches diameter.
	17	0			1	80	
	30	0	3	0			
	34	80					
	36	0	2	10	0	40	
N. 27° 50' W.	8	50	0	35	1	30	
N. 1° 40' W.	12	50					Stream from the left.
	30	0					do do
	34	0			2	0	
	35	0					
N. 52° 45' E.			0	50	1	90	} Same banks, &c.
	15	0	2	10			
	23	50	0	90	0	65	
N. 30° 10' E.	3	50	2	15	0	20	} Low banks. Bouleau, sapin and spruce. Soil, sandy—good.
	7	50			2	0	
	9	0	0	30	1	55	
N. 77° 50' E.	2	80					9th Mile Tree, on South bank, a Bouleau, 13 inches diameter.
	11	0	2	30	0	20	
N. 23° 45' E.	5	50			4	50	
	7	50	0	50	3	0	
N. 71° 10' E.	3	0			4	50	} Stream from the right.
	9	0	0	30			
	10	0					
	11	0	1	35	0	40	
	12	0			1	80	
	18	50					
	25	0	0	70	0	65	
N. 25° E.	17	0	2	10	1	98	
	29	0			1	15	
	31	0	0	35			

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 56° 50' E.	8	30					10th Mile Tree, on South bank, a Sapin, 10 inches diameter.
	19	0			1	50	
	23	0	2	0	0	55	
	30	0	0	90	0	80	
N. 20° 20' E.	6	50	0	50	0	40	
N. 57° 45' E.	1	0			3	70	Stream from right. (Low banks. Sandy soil, middling good. Sapin, spruce and bouleau. High land in rear, at about 60.00.)
	6	0	1	0	0	50	
	10	0			2	0	
	16	50			0	20	
	24	0	1	60	2	10	
	40	50					
N. 4° 10' E.	5	50	2	75			
N. 1° 50' W.	5	80	0	20	2	90	11th Mile Tree, on South bank, a Sapin, 18 inches diameter.
	8	0	0	30	1	80	
N. 42° 30' E.	4	0			0	45	To centre of an Island, 3.00 long, and 0.80 wide. Thence to shore, 0.60.
	10	0	0	50	3	0	
N. 60° 10' E.	6	0	1	30	0	30	
	12	0	0	10	1	35	
N. 71° 30' E.	5	50	2	10			
	9	40					
N. 20° 30' W.	7	50	1	90			
N. 32° 50' W.	4	0	1	85	1	10	Rapid.
	5	50	1	0			
	8	50	0	60	2	50	
	10	0					
N. 45° E.					1	0	Same banks, &c. Rapid.
	1	0	1	30			
	14	50	4	50			
	20	0	0	30	1	50	
N. 89° E.	8	0			0	50	12th Mile Tree, on North bank, a Bouleau, 5 inches diameter. To lower end of an Island. Thence to shore, 4.00. } 0.50 above it To upper end of do. Thence to shore, 4.00. } is another.
	8	90					
	13	0			1	0	
	15	0					
	17	0	4	0			
	21	50	0	30	1	0	
N. 27° 50' E.	7	50	2	0			To lower end of an Island. Thence to shore, 2.00. To Island. To upper end of Island. Thence to shore, } 0.40 above it is another. 3.00. To Island. Left offsett to upper end of Island, 2.50. Thence to shore, 3.00. Right offsett to Island, 0.76, (5.00 wide.)
	8	0					
	9	0	2	0			
	12	0					
	15	0			0	80	
N. 62° E.	4	0	3	0			To upper end of Island. To shore, 2.00.
	9	50	1	70	0	20	
N. 35° E.	7	0					To lower end of Island. To shore, 0.95. (Same banks, &c.)
	9	0	1	0			
	10	0			3	0	
	21	50	0	60	0	60	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsott.		Left Offsott.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 56° 45' E.	1	50	0	70	1	50	To upper end of Island. To shore, 0.20.
	4	0					
	9	0	2	0			
N. 46° 20' E.	6	0			2	20	13th Mile Tree, on South bank, a Bouleau, 12 inches diameter.
	12	40					
	14	50	3	0			
N. 89° E.	12	50	0	40	1	0	Rapid.
S. 63° 10' E.	6	0	0	40	0	80	(Same banks, &c.)
N. 66° 30' E.	12	50			1	0	(Same banks, &c.)
N. 75° 20' E.	6	0			0	30	(Same banks, &c.)
	10	0	0	60	1	0	
N. 74° 30' E.	5	0	1	30	0	50	(Same banks, &c.)
	8	0	0	30	1	0	
	12	0	0	70	0	40	
N. 85° 40' E.	2	0			1	20	} Low banks. Spruce, sapin and bouleau. Middling soil—sandy. } High in rear.
	9	50	1	10	0	30	
N. 63° 10' E.	10	0			1	50	14th Mile Tree, on North bank, a Sapin, 10 inches diameter.
	15	40					
	23	50	0	40	0	65	
N. 79° 30' E.	7	50	1	10	0	40	
N. 47° E.	4	50	2	0			
	5	50	0	10			
	12	0	1	45	0	10	
N. 34° 45' E.	10	0	0	10	2	50	
	26	0	1	0	0	35	
N. 73° 30' E.	4	50	0	15	1	20	(Same banks, &c.)
	18	0	0	95			
	24	90			1	60	
N. 8° 30' W.	1	50					15th Mile Tree, on South bank, a Spruce, 14 inches diameter.
	5	0	2	0			
	13	0	0	40	1	0	
N. 81° 20' W.	2	0	2	50			Sapin, bouleau and epinet. (Mountainous.)
	5	0			0	20	
	7	0	0	10	5	0	
	12	90					
N. 52° 30' E.	7	50	0	30	1	0	
N. 81° 30' E.	5	50	1	20	0	15	
	10	0	0	30	1	0	
	16	0	1	30			
N. 45° 35' E.	3	0	3	50			To lower end of Island. To shore, 75.00. Width of Island, 0.60. A stream. To upper end of Island. To shore, 0.50. (Pine, sapin and bouleau. Poor soil.)
	11	50	0	30			
	13	50	0	50			
	17	50	1	10			
	19	50	2	50	0	30	

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)
2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 56° E.	2 0	4 0	1 35	0 70	1 0	0 75	To lower end of Island. To shore, 1.20. 1.50 wide in centre. Rapid. To upper end of Island. To shore, 0.50. (Pine, sapin and bouleau. Poor soil.)
N. 76° 30' E.	0 10	6 50	0 60	0 50	0 50	1 50	16th Mile Tree, on South bank, a Sapin, 5 inches diameter. Head of Rapid. Stream from the right. (Pine, sapin and bouleau. Poor soil.)
N. 31° 30' E.	15 0	25 0	1 50	2 0	0 70	1 60	(Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 18° 20' E.	2 0	3 50	1 0	0 30	1 80	1 80	Stream from left. (Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 79° E.	18 0	22 0	2 50	0 60	0 10	1 80	(Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 16° 10' E.	8 60	9 0	0 50	0 50	2 20	2 20	17th Mile Tree, on North bank, a Sapin, 12 inches diameter. To mouth of a Pond, 5.00 wide, 8.00 long. Stream from the right. High on the right at 2.00. (Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 3° 20' E.	5 0	9 0	0 70	0 70	3 0	2 0	To mouth of Lake (mouth 0.50 wide). Lake 20.00 by 15.00. (Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 29° E.	35 0	0 25	0 25	1 60	1 60	1 60	(Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 32° E.	11 0	15 0	2 0	1 20	1 20	1 20	Mouth of Lake, about 18.00 diameter. Wintering place. 18th Mile Tree, on South bank, a Sapin, 5 inches diameter. (Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 49° 10' W.	8 0	11 50	2 0	1 30	0 80	0 80	(Low banks. Sapin, epinet and bouleau. Poor soil. High in rear, at a mile.)
N. 83° W.	11 0	13 0	1 50	1 50	1 50	1 50	Stream from left. Outlet of Lake, 12.00 wide, 34.00 long, 4.00 from River.
N. 30° E.	8 0	40 0	0 20	1 80	1 80	1 80	

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)
2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 14° E.	8	0	1	80	0	10	
N. 7° W.	2	60					19th Mile Tree, on South bank, an Epinet, 12 inches diameter.
	12	0			1	80	
	15	0					Stream from the right.
	42	0	2	0			
N. 18° E.	8	0	0	15	1	95	
N. 29° 20' E. ...	15	0	1	75	0	15	
	27	50					Stream from left.
	32	60					20th Mile Tree, on South bank, a Sapin, 7 inches diameter.
	43	0	1	80	0	10	
	45	0	1	50			(Pine, epinet, sapin and bouleau.)
N. 49° 20' W.	1	50	1	80	0	30	
	7	50	0	20	2	0	
	11	0			0	30	(Pine, epinet, sapin and bouleau.)
N. 57° 10' E.	4	0			2	0	
	7	0	0	20	1	50	(Pine, epinet, sapin and bouleau.)
N. 69° 10' E.	9	50					Outlet of Lake on the left (15.00 long and 5.00 wide), parallel with the River.
	15	0	1	50			(Pine, epinet, sapin and bouleau.)
N. 61° 10' E.	28	50	1	70			(Pine, epinet, sapin and bouleau.)
S. 88° 35' E.	6	10					21st Mile Tree, on South bank, a Bouleau, 15 inches diameter.
	6	10			1	0	To lower end of an Island. To shore, 0.80.
	14	50			0	60	To Island. Breadth, 4.00.
	14	50	1	20			To lower end of Island. To shore, 0.60. Breadth, 2.50.
							(Pine, epinet, sapin and bouleau.)
N. 44° E.	5	50			1	20	To head of Island. To shore, 1.00.
	6	0	0	25			To head of Island. To shore, 1.30. Stream-pond on the right, 1.00 from the River, 6.00 by 5.00.
	13	50	1	0			Rapid.
	18	50			1	50	
	24	0	2	0	0	50	
	34	50	0	40	1	35	
N. 8° 20' E.	14	0	1	50	0	20	
	18	0	1	10	1	50	
	26	0			1	15	
	29	0			1	0	
S. 68° E.					1	0	
	3	0	0	30			Stream from the left.
	3	50					22nd Mile Tree, on South bank, a Bouleau, 8 inches diameter.
	8	10					
	11	50	1	20			
	14	0	1	10	0	60	(Low banks. Epinet, sapin and bouleau. Soil, middling.)
N. 72° 50' E.	10	0					Stream from the right.
	25	0			1	50	
	30	0	0	25	1	10	(Low banks. Epinet, sapin and bouleau. Soil, middling.)

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 74° 55' E.	9	0	Stream from the right.
	18	0	.....	1 55	.....	.....
	20	0	Stream from the right. (Low banks. Epinet, sapin and bouleau. Soil, middling.)
	21	0	.....	.....	.....	.....
	23	0	.....	.....	.....	.....
N. 8° W.	6	0	1 90	(Low banks. Epinet, sapin and bouleau. Soil, middling.)
	20	0	.....	1 20	0 60	.....
N. 78° 20' W.	1	10	23rd Mile Tree, on South bank, an Epinet, 10 inches in diameter, 0.50 beyond.
	2	50	.....	1 60	0 15	.....
	8	0	0 20	1 0	(Low banks. Epinet, sapin and bouleau. Soil, middling.)
	12	50	.....	1 20	.....	.....
N. 3° 45' W.	3	50	1 40	High, steep, rocky banks, at 20.00 on left.
	7	85	.....	1 50	.....	.....
N. 67° E.	9	0	2 0	(Low banks. Sapin, epinet and bouleau. Soil, middling.)
N. 86° 55' E.	14	0	Stream from left, do do right.
	15	0	.....	.....	.....	.....
	18	0	2 0	(Low banks. Sapin, epinet and bouleau. Soil, middling.)
	27	0	.....	0 10	2 0	.....
N. 30° 30' E.	14	0	2 0	(Low banks. Sapin, epinet and bouleau. Soil, middling.)
	22	0	.....	1 10	0 50	.....
N. 10° 45' E.	4	0	2 0	24th Mile Tree, on South bank, a Sapin, 1 foot diameter.
	2	75	.....	.....	.....	.....
	14	0	Stream from the left. do do right.
	20	0	.....	.....	2 0	.....
	27	50	.....	1 90	0 10	.....
N. 54° 30' E.	9	50	Stream from the left.
	13	0	.....	.....	.....	.....
	17	50	.....	0 80	0 96	.....
N. 79° E.	15	0	2 50	25th Mile Tree, on South bank, a Sapin, 8 inches diameter. (High ground immediately on the right. Pine, epinet, sapin and bouleau.)
	33	0	.....	.....	2 75	.....
	37	75	.....	.....	.....	.....
	40	0	.....	1 50	0 50	.....
S. 65° E.	11	0	Stream from the right. (High ground immediately on the right. Pine, epinet, sapin and bouleau.)
	13	50	.....	0 40	1 0	.....
S. 79° 55' E.	14	50	1 50	0 20	(High ground immediately on the right. Pine, epinet, sapin and bouleau.)
N. 78° E.	17	0	1 40	26th Mile Tree, on North bank, a Bouleau, 1 foot in diameter. To lower end of an Island. To right from that to lower end of another, 0.70. To shore, 0.60. (High ground immediately on the right. Pine, epinet, sapin and bouleau.)
	21	0	.....	2 0	2 0	.....
	26	0	.....	0 20	.....	.....
	30	0	.....	2 0	2 0	.....
	32	0	.....	0 10	.....	.....
	49	75	.....	.....	.....	.....
	65	0	.....	1 0	0 75	.....

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONNAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 57° E.	5	50	1	0	0	80	To the head of first Island. To the second, 1.00.
	10	0	.....	.....	.....	.....	To Island.
	10	0	1	0	.....	.....	(High ground immediately on the right. Pine, epinet, sapin and bouleau.)
N. 22° E.	12	80	.....	.....	1	80	Right offsett to Island 0.15. Sandy, not very good. Low banks. High in rear. Soil not very good, but a number of small Islands. Abundance of Pine.)
S. 78° E.	1	0	.....	.....	1	80	Stream on left.
	5	0	1	0	.....	.....	To head of Island. To another, 1.00, 4.00 wide.
	10	0	.....	.....	3	50	
	21	0	0	70	5	0	(Low banks. High in rear. Soil not very good, but a number of small Islands. Abundance of Pine.)
N. 38° 15' E.	6	0	2	50	.....	.....	Stream from right.
	16	0	.....	.....	5	0	
	20	95	.....	.....	.....	.....	27th Mile Tree, on South bank, a Pine, 2 feet in diameter.
	23	0	2	20	0	30	(Low banks. High in rear. Soil not very good, but a number of small Islands. Abundance of Pine.)
S. 52° 10' E.	5	0	0	20	2	0	
	14	50	1	80	.....	.....
	19	0	0	25	1	90	
N. 72° 15' E.	32	0	.....	.....	.....	.....	Rapid. Pine, spruce and cedar.
	35	0	1	40	0	45	
N. 58° 50' E.	9	0	.....	.....	1	50	
	15	0	1	20	0	65	Head of Rapid.
S. 85° E.	8	95	0	65	2	20	28th Mile Tree, on South bank, a Cedar, 1 foot diameter. South channel, very rapid—2.00 wide. Course about East by North, at the mouth.
	17	50	.....	.....	.....	.....
N. 40° 20' E.	1	0	.....	.....	1	80	
	10	0	0	80	.....	.....	Rapid. (Pine, spruce, cedar and birch. Hilly and rapid.)
N. 37° 10' E.	20	0	0	20	0	80	Rapid. (Pine, spruce, cedar and birch. Hilly and rapid.)
N. 39° E.	44	50	0	30	1	0	
	41	45	.....	.....	.....	.....	29th Mile Tree, on North bank, a Bouleau, 13 inches diameter. (Pine, spruce, cedar and birch. Hilly and rapid.)
N. 13° 40' E.	19	0	.....	.....	0	80	(Pine, spruce, cedar and birch. Hilly and rapid.)
N. 19° E.	28	50	0	50	0	50	(Low banks. Epinet and bouleau.)
S. 73° 50' E.	5	50	0	60	0	50	
	.....	.....	.....	.....	0	70	(Low banks. Epinet and bouleau.)
N. 21° 20' E.	12	50	.....	.....	0	90	(Low banks. Epinet and bouleau.)

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONNAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 46° 10' E.	10	0	1	0	0	40	(Low banks. Epinet and bouleau.)
N. 23° 10' E.	1 27	45 0	0	50	0	30	30th Mile Tree, on South bank, a Sapin, 14 inches diameter. (Low banks. Epinet and bouleau.)
N. 56° 20' E.	2 6	0 50	0	30	1 0	0 70	(Spruce and considerable quantity of pine. Banks low. Rapid.)
N. 33° 45' W.	6 8	0 50	0	80	1 0	0 70	(Spruce and considerable quantity of pine. Banks low. Rapid.)
N. 31° 45' E.	3 12	0 0	1	40	1	0	(Spruce and considerable quantity of pine. Banks low. Rapid.)
N. 14° 20' E.	12	50			1	30	Pine, spruce and bouleau.
N. 32° 10' E.	14 16	95 50	0	50	0	80	31st Mile Tree, on North bank, a Spruce, 14 inches diameter. (Low banks. Pine, spruce and bouleau. Soil, middling.)
N. 19° 30' W.	15 20	0 0	1	50	1	50	(Low banks. Pine, spruce and bouleau. Soil, middling.)
N. 12° E.	15 17	0 0	0	50	1 0	30 65	(Low banks. Pine, spruce and bouleau. Soil, middling.)
N. 52° E.	15 23	0 50	1	60	1	25	(Low banks. Pine, spruce and bouleau. Soil, middling.)
N. 28° E.	10	0	1	30			(High banks. Spruce and sapin.)
N. 24° 30' E.	7 8	95 0			1	45	32nd Mile Tree, on South bank, a Spruce, 1 foot diameter. (High banks. Spruce and sapin.)
N. 24° E.	25	0	0	85			Rapid. (High banks. Spruce and sapin.)
N. 18° 30' E.	32	0	0	30	0	50	Rapid. (High banks. Spruce and sapin.)
N. 24° E.	22 5 10 15 22 24 28	95 0 0 0 0 0 50			0 0 1 1 0 0	80 80 30 30 50 50	33rd Mile Tree, on South bank, a Spruce, 2½ feet diameter. Rapid. do. do. Stream from left. do.
N. 59° E.	2 10	50 50	0	45	2 0	0 60	Rapid. do.
N. 2° 50' E.	19	0	1	0			Rapid.

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 22° E.	10	0	1	0	} Rapid.
	15	0	1	10	.....	.....
	23	0	.....	.....	1	25
N. 42° 50' W.....	3	50	1	0	} Rapid.
	7	0	.....	.....	0	95
	9	50	0	80	.....	.....
N. 11° 20' E.	9	0	0	50	To the lower end of Island. To shore, 1.40. 34th Mile Tree, on North bank, a Sapin, 1 foot diameter. Right offsett to Island.
	12	45	.....	.....	.....	.....
	13	0	0	30	0	70	
N. 36° E.....	4	50	1	0	To head of Island. Breadth, 4.00. To shore, 1.00. (Continues rapid.)
	5	50	.....	.....	.....	.....
	10	50	.....	.....	1	30
N. 13° 20' E.	6	50	1	0	(Spruce, sapin and bouleau. Poor soil. Continues rapid.)
N. 8° 15' E.	9	50	0	30	1	0	(Spruce, sapin and bouleau. Poor soil. Continues rapid.)
N. 22° 40' E.	18	0	1	0	(Spruce, sapin and bouleau. Poor soil. Continues rapid.)
	20	50	0	60	0	50	
N. 30° E.....	22	50	0	50	0	45	(Sapin, epinet and bouleau. Poor soil.)
N. 23° E.....	5	0	1	70	5	0	Stream from left. 35th Mile Tree, on South bank, a Bouleau, 1 foot diameter. (Sapin, epinet and bouleau. Poor soil.)
	9	95	.....	.....	.....	.....
	14	50	1	50	.....	.....
N. 73° 10' E.	20	0	1	50	Pike River, from left, 0.50 wide. At 6 miles up is a Lake. (Sapin, epinet and bouleau. Poor soil.)
	26	0	.....	.....	.....	.....
	27	50	.....	.....	8	0
S. 53° 30' E.	4	0	8	0	} Very strong rapid. (Sapin, epinet and bouleau. Poor soil.)
	21	0	.....	.....	0	55
	25	85	.....	.....	0	80
N. 51° 10' E.	8	0	1	0	Rapid. (Low banks. Epinet, sapin and bouleau. Poor soil.)
N. 44° E.....	7	50	0	30	(Low banks. Epinet, sapin and bouleau. Poor soil.)
	12	0	0	60	.....	.....
	2	10	36th Mile Tree, on South bank, a Bouleau, 7 inches diameter, 0.40 beyond. (Low banks. Epinet, sapin and bouleau. Poor soil.)
	2	50	.....	.....	0	65
S. 86° 30' E.	2	50	3	80	(Low banks. Epinet, sapin and bouleau. Poor soil.)
	13	0	1	50	.....	.....

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 49° 30' E.	3	50	0	70	6	0	Stream from left. (Low banks. Epinet, sapin and bouleau. Poor soil.)
	11	0	2	10			
	19	50			1	25	
	25	0	0	75			
S. 69° 30' E.	5	0			1	0	(Low banks. Epinet, sapin and bouleau. Poor soil.)
S. 71° 30' E.	9	50	0	80			
	23	50	0	10	0	65	
N. 76° E.	5	0	1	50	0	15	(Epinet, sapin and bouleau. Poor soil.)
N. 9° E.			1	50			37th Mile Tree, on South bank, a Spruce, 15 inches diameter, 0.40 beyond. (Epinet, sapin and bouleau. Poor soil.)
	8	10					
	11	0			1	0	
	15	0	1	35			
N. 51° E.	3	0			1	20	(Hilly. Epinet, sapin and bouleau. Poor soil.)
	5	85	0	90	0	25	
N. 87° E.	10	0	0	30	1	0	(Hilly. Epinet, sapin and bouleau. Poor soil.)
S. 42° 20' E.	7	50	0	40	1	20	Stream from left. (Hilly. Epinet, sapin and bouleau. Poor soil.)
S. 1° 30' E.	6	50	0	60	0	20	(Hilly. Epinet and bouleau. Poor soil.)
S. 15° 30' E.	12	0			0	65	(Hilly. Epinet and bouleau. Poor soil.)
	14	50	1	0	25	0	
S. 70° E.	13	50	1	0			(Hilly. Epinet and bouleau. Poor soil.)
S. 10° W.	5	50	1	0			Touch an Island, 1.50 diameter. (Hilly. Epinet and bouleau. Poor soil.)
	8	50	3	20			
S. 34° 40' E.			6	0			38th Mile Tree, on South side of Lake, a Tamarac, 16 inches diameter. To inlet from another Lake, about 20.00 by 30.00 long. To main outlet of Lake, 1.00 wide. (Hilly. Epinet and bouleau. Poor soil.)
	3	0			1	50	
	4	0			15	0	
	7	0			18	0	
	6	75					
	18	0			13	0	
	20	0	15	0			
	25	0			10	0	
	34	0	8	0			
S. 48° 45' E.	7	0			0	90	
	10	0	2	85			
	16	50	0	70	1	50	



Appendix
(G.G.G.)

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 84° 40' E.	15	0	0	70	2	40	
	28	0	1	80			
			2	50			
N. 63° 50' E.	1	0			1	85	
	4	50			0	50	
	7	0			2	50	
	11	0	0	50	1	0	Fall of 10 feet. Mill Site. (Epinet and boulean. Poor soil.)
S. 76° 40' E.	4	0	2	0			
	4	75					39th Mile Tree, on South bank, a Tamarac, 15 inches diameter.
	6	0	1	20	0	90	(Strong Rapid.)
N. 38° 55' E.	14	0			3	0	(Strong Rapid.)
N. 73° E.	2	50					To rocky Island, 1.00 diameter.
	5	0			2	50	(Rapid.)
S. 59° 45' E.					1	50	
	5	0			1	0	Right offsett to lower end of Island. To shore, 0.50. (Rapid.)
S. 44° 30' E.	2	0	0	60			To head of Island.
	2	50	0	70			To lower end of another Island.
	4	50	1	0			To head of do. To shore, 1.20.
	19	0	1	30			(Rapid.)
S. 10° E.	5	0			2	50	
	12	50					(Rapid.)
S. 17° 30' W.	9	50	0	20			To centre of Island, 1.00 diameter. To shore, 0.50.
	13	0	0	60			
S. 19° 45' E.	1	0	1	80			Rapid.
	8	25					40th Mile Tree, on South bank, a Spruce, 10 inches diameter.
	45	0	1	50			
	50	0					To Island, 1.00 diameter. To shore, 3.00. Stream from right.
	58	0	6	0	7	0	
N. 77° 30' E.			9	0			
	9	0	0	75	0	30	(Epinet and boulean. Hilly.)
N. 27° 30' E.	4	50	0	60	0	40	Rapid. (Epinet and boulean. Hilly.)
N. 40° E.	7	0			1	50	Rapid. (Epinet and boulean. Hilly.)
N. 79° 20' E.	9	75					41st Mile Tree, on North bank, a Sapin, 6 inches diameter.
	14	0	0	50	1	0	(Epinet and boulean. Hilly.)
	15	0					
S. 81° E.	1	0	3	90	3	0	
	15	0	3	15			
	20	0	2	0			(Epinet and boulean. Hilly.)

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix

(G.G.G.)

2nd August.

Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 31° 30' E.	2	0	2	70	2	0	To Island, 2.00 diameter. Bearing to a stream, North 55° East. Distance, 19.50. (Epinet and bouleau. Hilly.)
	7	0	3	0	6	30	
	12	0	2	65	4	50	
	29	0	5	86	2	90	
	37	50	.....	.....	0	50
	40	0	8	20	
N. 25° 10' W.	2	0	16	0	At 4.50 on this offset. Left offset 3.00 to a stream. 42nd Mile Tree, on South bank, a Spruce, 8 inches diameter. Stream from left. (Same growth as above, &c., &c.)
	4	0	1	80	.....	.....
	12	50	10	40	.....	.....
	13	50	1	0	.....	.....
	14	75	.....	.....	1	60
	23	0	.....	.....	3	70
	26	0	.....	.....	.....
	32	50	2	45	
N. 29° 30' E.	10	0	Stream from left. (Same growth as above, &c., &c.)
	11	50	.....	.....	2	25
N. 41° 40' E.	6	0	4	0	To Stream. To Stream. (Same growth as above, &c., &c.)
	7	0	7	70	.....	.....
	20	0	2	65	4	50	
	29	0	1	50	.....	.....
	33	50	.....	.....	.....	.....
	36	50	.....	.....	2	40
38	0	.....	.....	4	25	
	42	50	0	50	3	35	
N. 5° W.	4	0	3	50	43rd Mile Tree, on South bank, a Sapin, 10 inches diameter. (Epinet and bouleau. Poor soil.)
	8	25	0	85	.....	.....
	10	50	0	30	1	80	
	15	0	2	0	0	70	
	17	0	.....	.....	2	20
	21	50	0	75	.....	.....
N. 62° 30' W.	5	0	0	30	1	60	Rapid. (Epinet and bouleau. Poor soil.)
N. 5° 40' W.	1	60	} Rapid. (Epinet and bouleau. Poor soil.)
	6	0	1	10	0	50	
	18	0	.....	.....	1	50
	22	0	1	15	.....	.....
N. 59° 10' E.	2	0	0	40	1	30	(Rapid. Epinet and bouleau. Poor soil.)
	5	0	1	0	.....	.....
	7	0	0	70	1	35	
N. 1° E.	8	50	2	40	(Rapid. Epinet and bouleau. Poor soil.)
N. 61° E.	1	0	1	20	Rapid.
	5	0	1	50	.....	.....
N. 20° 35' E.	14	50	1	70	0	85	44th Mile Tree, on North bank, a Spruce, 9 inches diameter. (Sapin and epinet. Poor soil—stony.)
	17	0	3	0	1	50	
	19	25	.....	.....	.....	.....
	28	0	4	0	.....	.....
	35	0	.....	.....	7	25
	38	0	.....	.....	7	0

Appendix
(G.G.G.)

Appendix
(G.G.G.)

2nd August.

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 62° 15' E.					8	30	To stream. Left offsett to stream. Foot of rapid. Mill Site. (Sapin and epinet. Poor soil—stony.)
	6	50	2	50	6	20	
	15	50	0	20	3	0	
	18	50	3	0			
	20	0					
	22	0	1	45			
N. 72° 45' E.	20	0	0	30	0	65	(Sapin and epinet. Poor soil—stony.)
S. 88° 50' E.	8	50	0	30	0	95	(Sapin, epinet and bouleau. Poor soil—stony.)
	10	0	1	0			
S. 48° 30' E.	3	50	1	20			Stream from right. (Sapin, epinet and bouleau. Poor soil—stony.)
	4	50	3	0			
N. 73° 30' E.			1	20			45th Mile Tree, on North bank, a Spruce, 8 inches diameter. (Sapin, epinet and bouleau. Poor soil—stony.)
	4	75					
	6	50	1	10	0	25	
N. 39° 30' E.	2	50	1	25	0	50	Head of Rapid. (Sapin, epinet and bouleau. Poor soil—stony.)
N. 56° 20' E.	4	50			1	50	(Sapin, epinet and bouleau. Poor soil—stony.)
	6	0	1	75			
	14	50	1	25	1	50	
N. 25° 30' E.	8	0	0	95			To Island (to 15 diameter). To shore, 0.40. (Epinet and sapin. Poor soil.)
	10	0					
	12	0			1	50	
	13	50					
N. 77° 20' E.			0	50	1	12	(Epinet and sapin. Poor soil.)
	4	50			1	0	
	9	0	2	0	0	96	
N. 37° E.	2	0	3	90			(Epinet and sapin. Very poor soil.)
	3	50	2	0			
	6	0			1	80	
	12	0	1	0	1	50	
N. 74° E.	14	0			1	50	(Epinet and sapin. Very poor soil.)
	16	50	1	0	0	70	
S. 65° E.	8	50	1	45			(Epinet and sapin. Very poor soil.)
S. 3° 30' E.	1	0			1	80	46th Mile Tree, on South bank, a Spruce, 8 inches diameter. (Rapid. Epinet and sapin. Very poor soil.)
	1	75					
	5	50	2	0			
	7	50	1	25	1	0	
S. 77° 30' E.	12	0	0	50	0	45	Rapid. (Epinet and sapin. Very poor soil.)

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 80° E.....	5	0			2	0	Rapid. (Epinet and sapin. Poor soil.)
S. 91° E.....	9	0			2	0	Mill Site. Fall of 13 feet. (Epinet and sapin. Poor soil.)
	9	50	1	20	0	40	
	12	0			1	80	
	21	0			0	75	
	24	70	1	10	0	50	
S. 65° E.....	13	0			1	55	Rapid. (Epinet and sapin. Poor soil.)
N. 56° 30' E.	5	50	0	40			} Rapid. (Epinet and sapin. Poor soil.)
	9	0	2	0	0	75	
N. 41° 40' E.	2	50					Stream from right.
	4	0	0	70	0	30	47th Mile Tree, on North bank, a Spruce, 20 inches diameter. (Rapid. Epinet and sapin. Poor soil.)
	8	50	2	0	0	30	
	10	55			2	0	
	16	0			1	90	
	19	0	0	50			
N. 61° E.....	5	0	1	40			Head of Rapid. Left offsett to Island. To shore, 1.00.
	11	0			0	50	To head of Island. To shore, 3.00. 1.00' above it, another, 2.00' wide.
	12	0	11	40			To stream.
	15	0			0	20	To Island. (Epinet and sapin. Poor soil.)
N. 34° 50' E.	3	0	1	0			Left offsett to head of Island. To shore, 4.00.
	8	0	2	20	1	15	(Epinet and sapin. Poor soil.)
N. 85° E.....	5	0			1	40	
	9	0	0	60	2	0	
	13	0	3	65			
	14	50	1	80	0	50	
N. 41° 50' E.	3	50	2	25			
S. 73° E.....	2	50	0	70			} Rapid.
	6	0	2	10	1	0	
N. 49° E.....	5	0	1	0			Rapid.
N. 23° 20' E.	1	65	1	40			Rapid.
N. 13° E.....	2	0			1	50	
	11	30	2	90			
S. 73° 45' E.	3	0	2	70	1	20	48th Mile Tree, on North bank, a Spruce, 10 inches diameter.
	6	60					
	10	50	1	60			
N. 78° 30' E.	4	50	3	55	0	26	
	8	25			3	0	
N. 34° E.....	5	0			0	90	Rapid.
N. 67° 5' E.....	4	0	0	30	1	0	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 79° 10' E.	2 0		1 90				Left offsett to Island, 0.35 (0.50 wide). To shore, 0.55. Rapid.
	5 0		0 30				
	6 0		2 50				
	8 0		2 0				
	13 0				1 50		
	13 90		2 70		1 60		
N. 75° E.	7 0				1 80		Stream from left.
	8 0		1 50				
	11 0				1 20		
	15 0		2 0				
	18 0		0 20		4 50		
	23 0		2 0		43 0		
	26 40						
S. 25° 10' E.					5 75		
	1 50				1 0		
	8 50				1 30		
S. 73° 45' E.	3 35				1 70		Strong current. (Sapin, epinet and bouleau.)
S. 49° 30' E.	3 50				1 40		Strong current. (Sapin, epinet and bouleau.)
S. 28° 40' E.	2 20						49th Mile Tree, on South bank, a Spruce, 1 foot diameter. (Sapin, epinet and bouleau.)
	6 0						
N. 61° 20' E.	0 50		1 0				To stream. Rapid.
	2 50				1 0		
	7 50				0 80		
	15 50				5 0		To main channel.
	22 0		4 65				Left offsett to Island, 1.00.
	25 50		1 86				Left offsett to Island, 2.00. (Sapin, epinet and bouleau.)
N. 0° 45' E.	2 0		2 40				Left offsett to head of Island, 1.00. From that left offsett, 0.50 to another, 0.60 diameter. To shore, 3.75. (Sapin, epinet and bouleau.)
	8 0		0 20				
N. 26° 40' E.	1 0						To Island, 1.00 diameter.
	5 0				1 25		To Island, 2.00 wide. To shore, 0.70.
	7 70						Strike Wawegamach. Point of departure, round Lake. (Sapin, epinet and bouleau.)
S. 75° E.	58 0				1 65		Inlet.
	35 0						50th Mile Tree, on South bank of Lake, a Spruce, 8 inches diameter.
	68 50				1 30		Rapid. (Sapin, Epinet and bouleau.)
S. 72° 30' E.							Notes round the Wawegamach Lake.
	2 50				0 20		To Island, 5.00 long. 0.70 wide.
	3 0		0 40				
	5 0				4 0		To Island, 3.00 diameter.
	7 0		5 0				
	15 0						
S. 65° E.	16 50						
S. 30° E.	5 0		1 20				Stream from right.
	10 0						
	25 0		33 0				
	50 0						
	72 0		5 0				
	73 50						

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 28° 30' W.....	10	0	6	50			(Sapin, epinet and bouleau. Low banks.)
	30	0					
N. 15° 30' W.....	17	0	11	0			(Sapin, epinet and bouleau. Low banks.)
	26	0					
	45	0	13	0			
	63	50					
S. 85° W.....	2	0	9	0			At 8.00 on this offsett. Right offsett 8.00 to stream.
	8	0					
	11	0	3	50			
	21	0	2	30			
	32	0	4	0			
	48	0	1	90			
	49	50					(Sapin, epinet and bouleau. Low banks.)
S. 59° 30' E.			1	50			To stream.
	4	0	1	0			
	14	90					Point of departure.—End of Notes round Lake Wawegagamach. (Sapin, epinet and bouleau. Low banks.)
N. 68° E.....	20	0	0	20	1	60	Rapid. (Sapin, epinet and bouleau. Low banks.)
N. 75° 10' E.	6	50	0	60			Left offsett. to Island (3.00 long, 2.00 wide), and 1.20 to shore, across main channel. (Rapid. Sapin, epinet and bouleau. Low banks.)
N. 49° 20' E.	1	0	2	0			
	2	0					
	6	50			0	80	(Rapid. Sapin, epinet and bouleau. Low banks.)
S. 89° 20' E.	11	50	0	30	1	0	Rapid.
N. 60° 10' E.	2	0					51st Mile Tree, on South bank, a Spruce, 1 foot diameter.
	6	0	0	60	1	0	
N. 87° E.	2	0			1	60	
S. 85° E.	2	0			5	0	
	8	0	4	30			
	12	0	1	0			
N. 85° 40' E.	5	0	2	0	1	0	
	10	0	1	50	0	60	
N. 78° 50' E.	1	0			2	70	
	10	0	3	0	2	0	
	18	0	1	55	1	0	
	25	80	1	0			Rapid.
N. 56° E.....	2	75	0	95	0	60	(Sapin, epinet and bouleau. Soil not very good. Low banks.)
N. 18° 20' E.	23	0	3	70			52nd Mile Tree, on North bank, a Spruce, 10 inches diameter.
	23	45					
	25	0	9	30	1	0	(Sapin, epinet and bouleau. Soil not very good. Low banks.)


Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 8° 40' E.....	12	0	8	0	2	0	Right offsett to Island, 2.00 diameter. To shore, 1.80. (Sapin, epinet and bouleau. Soil not very good. Low banks.)
	15	0	4	20	2	95	
	40	0					
	45	0	11	0	3	0	
	64	0	2	0	1	0	
	68	50	2	0	2	90	
N. 3° W.....	4	0					53rd Mile Tree, on South bank, a Spruce, 8 inches diameter. Stream from left. Rapid. (Sapin, epinet and bouleau. Soil not very good. Low banks.)
	6	50	2	0			
	9	95			11	35	
	10	0					
N. 11° 50' E.....	5	0	1	0			To mouth of Bay, 36.00 by 17.00, so..... 
	16	50			5	0	
N. 52° E.....	6	0			1	50	Rapid.
N. 80° 30' E.....	6	25			0	80	
S. 69° E.....	8	0					Rapid.
	14	0					
	16	0			1	75	
N. 78° 35' E.....	10	0			1	30	
S. 71° 30' E.....	1	50			1	30	
S. 42° E.....	5	0	1	0	4	0	
	11	0	0	40	4	0	
S. 13° 30' E.....	16	0	2	50	6	0	54th Mile Tree, on South bank, a Sapin, 8 inches diameter. Point of departure round lower end of Lake Najwalioank, or Lake of two Tails; as Point A.
	11	20					
	30	0	0	70			
S. 13° 30' E.....							Notes round lower end of Lake. To centre of Island, 6.00 diameter.
	1	0	0	50			
	22	0			2	0	
	28	0	4	0			
S. 7° 20' E.....	40	0	2	0			(Sapin, epinet and bouleau. Soil, middling.)
	2	0	0	70			
	11	0	5	50			
	37	50	1	50			
	55	0	4	50			
S. 1° 25' E.....	67	50					Stream from right. Shore. (Sapin, epinet and bouleau. Soil, middling.)
	8	0	2	50			
	19	0					
	45	0	4	40			
	77	50					
	83	0	7	0			
110	0	21	0				
115	0						
120	0						

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 84° E.	9 0		4 0				Stream from right. (Sapin, epinet and bouleau. Soil, middling.)
	12 0		7 0				
	15 0		9 0				
	25 0						
	32 0		6 0				
	34 50						
N. 26° 30' W.			4 0				To River Pequapquasive, or River of Round Stones. Route to Batiscan and Little Bostonais. Four Lakes on it, coming from South-east.
	13 0						
	17 0		7 0				At 5.00 on this offsett. Right offsett 6.00.
	28 50						
	38 0		6 0				Left offsett 2.00 to centre of Island, 3.00 diameter.
	48 0						(Sapin, epinet and bouleau. Soil, middling.)
N. 23° E.	7 0		5 0				(Sapin, epinet and bouleau. Soil, middling.)
	17 50						
	25 0		4 0				
N. 14° E.	9 0		0 50				Point of departure down a Bay. (Sapin, epinet and bouleau. Soil, middling.)
	13 0		3 0				
	35 0						
	38 0						
N. 48° E.							Notes on the Bay.
	17 0				7 0		
	22 0		3 0		3 0		
	25 0		9 0		9 0		
	38 0		3 0		3 0		
	58 0						
	70 0		23 0		5 0		
	85 0				1 50		
	93 0		3 40		2 55		(Sapin, epinet and bouleau. Soil, sandy.)
N. 19° 45' E.			3 40		2 55		(Sapin, epinet and bouleau. Soil, sandy—middling.)
	2 0				2 50		
	6 0		5 0				
	8 50						
	23 0				6 0		
N. 33° W.	15 0		8 0				Shore. Head of Bay.—Stream. End of Bay Notes. (Sapin, epinet and bouleau. Soil, sandy—middling.)
	29 50						
	32 0		2 0				
	40 0		14 0		4 20		
	49 0				2 0		
	65 0		5 0		13 0		
	82 0		2 0				
	95 0		6 0				
	100 0						
N. 15° 30' W.	15 0		15 0				
	32 0		19 0				
	44 0		9 0				
	55 0		13 0				
	72 0		4 0				
	75 0						
	81 0						
N. 4° W.	40 0		5 0				End of Notes round lower end of Lake. (Point B.)
	56 50		3 30				
N. 72° 55' E.	15 0						Bearing and distance from A. Point of departure to B.
	28 75						


Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 4° W.	6	0					To Island, 2.00 diameter.
	11	0			5	0	
	15	0					
	24	0	0	50			Point of departure round upper end of Lake X.
N. 17° E.	8	45					55th Mile Tree, on East side of Lake, a Sapin, 9 inches diameter.
	20	0			17	0	
	37	50					
N. 12° 40' W.	10	0	3	0			56th Mile Tree, on East side of Lake, a Spruce, 10 inches diameter. Inlet of Lake, point Y.
	15	0					
	20	0	2	0			
	29	0					
	38	0	5	0			
	50	95					
	59	0	1	50			
67	0						
N. 26° W.	15	0	13	0			
	22	0	10	0			
	26	0					
N. 2° 30' W.	15	0	13	0			Stream from right. To centre of Island, 22.00 diameter, its form..... 
	23	0			7	0	
	40	0					
	53	50					
N. 0° 30' E.	18	0	14	0			Shore. Head of Lake.
	31	0	1	0			
	43	0					
	65	0	1	50			
	75	0	15	0			
	80	0	27	0			
S. 67° 20' W.	16	0	6	0			To stream. Two Lakes on it, about 4 miles from its mouth to height of land. Stream from right.
	18	0	2	0			
S. 9° 30' W.	13	0					
	78	0	16	0			
	88	0					
	105	0	14	0			
	110	0	9	0			
	120	0	12	0			
	143	50					
	144	0					
S. 58° 20' W.	15	0	1	0			Mouth of a Lake. Shore.
	20	0	26	0			
	26	0					
S. 65° E.	7	0	5	0			(Sapin, epinet, tamarac, bouleau. Soil not good.)
	12	0	3	0			
	25	0	38	0			
	45	0	19	0			
	53	0	26	0			
	69	0					
	79	10	4	0			
S. 4° 30' E.	10	60					Point of departure, X. End of Notes round upper end of Lake. (Sapin, epinet, tamarac, bouleau. Soil not good.)
	19	60	1	0			
	24	60					
	36	60	8	0			
	41	60	5	0			
	71	0	13	0			
	81	60	11	0			

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 55° 30' E.	10	0	1	0	From point Y at inlet. (Sapin, epinet, tamarac, bouleau. Soil not good.)
	20	0	.....	.....	3	0
S. 34° 45' E.	7	0	57th Mile Tree, on South bank, a Bouleau, 8 inches diameter. At 6.00 on this offsett. Bay on left, 22.00 deep. Bearing North 10° East. (Sapin, epinet, tamarac, bouleau. Soil not good.)
	4	0	.....	.....	.....	.....
	10	0	.....	.....	.....	.....
	21	0	.....	.....	20	0
	25	0	.....	.....	.....	.....
	30	0	.....	.....	11	0
	35	0	.....	.....	.....	.....
	38	0	.....	.....	21	0
	43	95	.....	.....	1	0
	48	0	.....	.....	3	0
	53	0	.....	.....	.....	.....
	55	0	.....	.....	8	0
	60	50	.....	.....	.....	.....
S. 86° E.	8	0	(Sapin, epinet, tamarac, bouleau. Soil not good.)
	8	0	.....	.....	.....	.....
	11	0	.....	.....	7	0
	28	0	.....	.....	0	50
	38	50	.....	.....	6	0
S. 50° 40' E.	4	0	4	0	58th Mile Tree, on North bank, a Spruce, 10 inches diameter. (Low banks. Spruce, sapin and bouleau. Poor soil.)
	10	0	.....	.....	1	50
	15	0	.....	.....	6	0
	24	95	.....	.....	.....	.....
	30	0	.....	.....	6	0
	49	0	.....	.....	0	50
N. 80° E.	18	0	10	0	59th Mile Tree, on North bank, a Spruce, 6 inches diameter. (Low banks. Spruce, sapin and bouleau. Poor soil.)
	26	0	.....	.....	.....	.....
	27	0	.....	.....	.....	.....
	32	0	.....	.....	.....	.....
	38	0	.....	.....	13	0
	41	0	.....	.....	5	0
	43	0	.....	.....	.....	.....
	49	0	.....	.....	4	20
	50	0	.....	.....	7	0
	55	95	.....	.....	.....	.....
	56	0	.....	.....	10	60
N. 58° E.	10	0	2	0	To centre of Island, 4.00 diameter. To shore, 6.00. To stream. Right offsett to stream, 12.00. (Low banks. Spruce, sapin and bouleau. Poor soil.)
	13	0	.....	.....	2	0
	17	0	.....	.....	8	0
	30	0	.....	.....	0	50
	33	0	.....	.....	8	0
	37	0	.....	.....	.....	.....
	46	0	.....	.....	16	0
	63	0	.....	.....	12	0
N. 25° 10' E.	12	0	7	0	Rapid. 60th Mile Tree, on South bank, a Sapin, 10 inches diameter. (Low banks. Spruce, sapin and bouleau. Poor soil.)
	15	0	.....	.....	1	50
	14	0	.....	.....	.....	.....
	16	95	.....	.....	.....	.....
	18	0	.....	.....	0	75
N. 28° 30' E.	7	30	1	0	Rapid.
N. 61° 45' E.	7	50	1	0	Rapid.
S. 88° 20' E.	2	40	0	60	Rapid.
N. 69° 10' E.	16	0	2	0	At 8.00 on this offsett. Right offsett, 11.00. Stream from right.
	20	0	.....	.....	10	20

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 27° 10' E.	8	0	10	20	3	0	To Island, 20.00 diameter. To shore, 0.75. (Same growth, soil, &c.)
	12	0	10	0			
	20	0	2	50			
	25	0	0	50			
	27	0	4	0	2	80	
N. 35° E.	8	0	1	50	4	0	Rapid. (Same growth, soil, &c.)
	10	0	0	50			
	12	50	0	40			
	16	0	0	20	0	30	
	17	50	2	20	4	0	
N. 83° 10' E.	14	55	2	20	4	0	61st Mile Tree, on North bank, a Sapin, 11 inches diameter. (Same growth, soil, &c.)
	20	0	2	15			
N. 74° E.	8	0	1	60			(Same growth, soil, &c.)
N. 38° 30' E.	5	0	1	0	1	90	
	11	0	10	50			
	14	50			2	0	
S. 30° 20' E.	7	0			4	60	
	12	0			6	50	
S. 21° 30' E.	6	50			1	0	Rapid.
S. 6° E.	6	0			0	70	Rapid.
S. 1° 20' W.	10	5					62nd Mile Tree, on South bank, a Spruce, 1 foot diameter. Rapid.
	25	0			1	0	
S. 12° E.	3	0			0	50	To Island, 1.50 wide. To shore, 0.40. Rapid.
	5	0			2	0	
S. 29° 40' E.	6	50			1	0	Rapid.
S. 27° E.	7	0			1	10	Rapid.
S. 12° 30' E.	6	0	1	50			Strike Cedar Lake.
	12	50	3	60	4	80	
South	15	0	7	0	9	20	63rd Mile Tree, on North side of Lake, a Cedar, 8 inches diameter.
	33	0	9	0			
	34	0					
	35	0	8	40			
N. 52° 20' E.	12	0			3	0	Bearing down the Bay North 52° 20' East. Distance, 120.00. Notes on the Bay. To Island, 1.20 diameter. To shore, 0.50. (Same growth, soil, &c.)
	15	0					
	4	0			0	50	
	15	0			12	0	
	20	0	21	0	8	0	
	25	0	16	0	13	0	
	45	0	23	0	19	0	
	80	0	5	0	7	80	
	93	0	7	0	13	0	
	94	0			1	60	
	98	0	4	0			
	115	0			0	50	
	118	0					
	120	0	8	50			

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 29° E.....	10	0	8	50	9	0	To Island on left, 2.00 diameter. To shore, 4.00. 0.60 above it another, 3.00 long, 2.00 wide. Portage of 6.00 to a Lake, about 1 mile long. At its head is a portage to a River of Lake St. John.
	15	0	0	50	18	0	
	18	0	4	0			
	20	0			9	0	
	38	0	0	50	2	0	
	40	0					Head of Bay. End of Notes on Bay. (Same growth, soil, &c.)
S. 15° 30' E.	40	0	11	0	18	50	
	50	0	17	0	22	0	
	55	0			12	0	
	65	0	13	0	15	50	
	85	0	12	0			
	79	5			21	0	64th Mile Tree, on South side of Lake, a Cedar, 14 inches diameter.
	90	0	65	0	15	50	
	100	0	7	0			(Same growth, soil, &c.)
S. 15° E.	8	0	15	0	10	0	
	15	0	18	0	25	0	
	27	0	10	0			
	41	50			67	0	
	45	0	23	0			On this left offsett, at 5.00. Left offsett 9.00 at 10.00. Left offsett 0.00, at 55.00. Left offsett 9.00.
	59	5					65th Mile Tree, on Island, a Spruce, 8 inches diameter.
	58	0			12	0	To Island, 2.00 diameter. To shore, 9.80.
	81	50			11	0	
S. 17° 30' W.....	15	0	7	60	22	0	
	24	0	0	80			
	27	0	4	0			
	45	0	8	0	17	0	
	53	0	2	0	7	0	
	57	55					66th Mile Tree, on South side of Lake, a Spruce, 10 inches diameter.
	80	0			4	0	
	85	0	27	0			At 18.00 on this offsett. Left offsett, 12.30.
	87	0	1	0	7	0	
	92	0			16	0	
	95	0			10	0	
	105	0	12	0			
	115	0	20	0			
	137	55					67th Mile Tree, on North side of Lake, a Tamarac, 14 inches diameter.
	138	0	38	0	8	40	
	147	0			7	0	
	153	0					To Island, 4.00 diameter. To shore, 16.00.
	158	0	8	0	4	0	
	165	0	19	0			(Sapin, epinet and bouleau. Soil, poor. Banks, low.)
S. 8° 20' E.....	5	0			31	0	
	35	0	12	0			
	52	55	35	0			68th Mile Tree, on North side of Lake, a Spruce, 9 inches diameter.
	53	0					(Sapin, epinet and bouleau. Soil, poor. Banks, low.)
S. 16° 30' E.	20	0	0	50			To Island, 2.00 diameter. To shore, 13.00.
	36	0			15	0	
	40	0	1	0	0	50	Inlet. (Deep water. Sandy bed. Very slow current.)
S. 30° 20' W.....	7	50	1	0			(Deep water. Sandy bed. Very slow current.)
S. 5° W.	12	0	2	0			To stream. (Deep water. Sandy bed. Very slow current.)
S. 29° E.....	2	70	1	60			

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 49° E.	5	80	0	60			
S. 57° 10' E.	4	50	0	60			
S. 22° E.	5	50	1	50			
S. 30° W.	1 2	55 0	0 0	80			69th Mile Tree, on North bank, a Spruce, 8 inches diameter. Rapid. (Sapin, epinet, tamarac and bouleau. Very poor soil. Banks, low.)
S. 66° 20' W.	9	0	0	50			Rapid. (Sapin, epinet, tamarac and bouleau. Very poor soil. Banks, low.)
S. 50° W.	2	25	0	50			Rapid. (Sapin, epinet, tamarac and bouleau. Very poor soil. Banks, low.)
S. 45° W.	2 8	0 75	1	0			Head of Rapid. Deep, still water. (Sapin, epinet, tamarac and bouleau. Very poor soil. Banks, low.)
S. 27° 10' W.	6	0	1	0			(Same growth, &c.)
S. 4° 10' W.	4	50	1	20			(Same growth, &c.)
S. 20° E.	6	20	1	50			(Same growth, &c.)
S. 23° W.	4	50	0	80	0	30	(Same growth, &c.)
S. 10° 10' W.	4	50	1	20			(Same growth, &c.)
S. 4° W.	9 12	0 0	3 0	0 80			(Same growth, &c.)
S. 8° E.	3	30	1	30			To stream on right. Three Lakes on it, about South 15° West. (Same growth, &c.)
S. 65° 30' E.	6	50	1	30			(Same growth, &c.)
S. 11° 40' W.	12 13	5 0	1 0				70th Mile Tree, on North bank, a Spruce, 7 inches diameter. (Same growth, &c.)
S. 4° 30' W.	5	50	1	0			(Same growth, &c.)
S. 71° E.	1	70	1	45			
N. 79° 10' E.	8	50	1	50			

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 39° 10' E.	12	0	1	0			
S. 56° 40' E.	1	30	1	20			
N. 83° E.....	2	0	0	80			
N. 66° 20' E.	1 9	0 50					Stream from right.
S. 67° E.	1	0	5	0			
N. 89° E.....	8	0	4	10			
N. 43° E.....	8 16	0 50		0 40	6 3	0 50	
N. 62° E.....	5	0			4	80	
N. 72° 30' E.	1	0			4	80	
S. 83° 40' E.	4 7 7 15	0 0 95 0	1	0			71st Mile Tree, on South bank, a Spruce, 10 inches diameter. Stream from left. L point of departure round Lake.
S. 16° 35' E.	38 70 72 80 92 93 98 116	0 0 95 0 0 0 50 50	0 15 11 21 2	50 50 0 50 50 0			72nd Mile Tree, on South side of Lake, a Sapin, 8 inches diameter. At 10 on this offsett. Left offsett, 4.50.
S. 36° W....	7 12 22 26 34 36 39 43 47 55	0 0 0 0 45 0 0 0 0 0	1 3 0 2	0 0 0 0	11 0	40	To lower end of Island on left. To Island, 2.00 diameter. To shore, 1.50. 73rd Mile Tree, on South side of Lake, a Sapin, 15 inches diameter. Left offsett to Island, 3.00, upper end in line. 10.00 farther offsett. To upper end, 13.00. At 8.00 on this offsett. Left offsett, 3.00, about 2.00 wide.
			15	0			At 10.00 on this offsett. Left offsett 1.00, at 12.00. Left offsett 4.00. Bearing down a Bay, North 10° 20' West. Distance, 51.00. Notes on this Bay.
	5 8 10 18 35 43 48 51	0 0 0 0 0 0 0 0			19 14	0 50	Head of Bay. End of Bay Notes.
S. 2° E....	4 18 29 28 45 50	0 0 0 0 95	1 21 18 5 7	0 0 0 50 50			About two miles West of the head of Lake Kamamintigougue, or "Lake of Islands," is Large Trout Lake, three miles long, emptying near the outlet of said Lake. Inlet point, O.

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
N. 83° E.....	5	0	1	0			Notes on Kamamintigougue.
	30	0	9	50			
	41	0	2	0			
	53	0	8	0			
	83	50			7	0	To upper end of Island (8.50 wide) on left.
N. 39° E.....	9	0			11	0	To lower end of Island.
	12	0	75	0			
	20	0					
	45	0	4	50			(Same growth, &c.)
N. 59° E.....	10	0	2	0			
	23	0	6	20			
	29	50					Stream. (Same growth, &c.)
S. 79° 30' W.....	4	0	15	60			At 9.00 on this offsett. Right offsett, 6.50.
	20	0	11	0			
	23	0	2	0			
	40	0					(Same growth, &c.)
S. 72° W.....	2	0	8	0			At 6.00 on this offsett. Right offsett, 5.70.
	12	0					To Island, 1.50 diameter.
	20	0			1	50	To centre of Island, 4.00 diameter.
	27	0					(Same growth, &c.)
N. 19° W.	20	0	6	0			
	38	0					
	40	0	0	75			(Same growth, &c.)
N. 15° 20' E.	10	0	7	0			
	28	0					
	30	0					Stream from right.
	32	0					
	45	0	5	50			
	49	50	1	40			(Same growth, &c.)
N. 64° W.....			1	40			
	5	50					
	9	0	2	0			
	15	0	2	0			
	25	0	4	0			
	34	0	15	0			
	40	80					L, point of departure. End of Lake Notes. (Same growth, soil, &c.)
S. 7° 40' W.							Inlet point, O.
	0	50	4	0	2	60	
	4	0	1	50	4	0	
	10	0	3	50	1	50	
	10	50					74th Mile Tree, on North side of Lake, a Spruce, 8 inches diameter.
	15	0	13	60	3	50	
	34	0	16	0	0	40	At 6.00 on this right offsett. Left offsett, 8.00.
	35	0					Inlet.—Rapid. (Same growth, soil, &c.)
N. 87° 10' E.	6	0	0	30	0	20	Rapid. (Same growth, soil, &c.)
S. 45° 20' E.	8	0			2	0	Rapid. (Same growth, soil, &c.)

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 13° E.	3	50	.....	.....	0	40	Rapid. (Same growth, soil, &c.)
S. 9° W.	11	75	.....	.....	0	40	Rapid. (Same growth, soil, &c.)
S. 37° 10' E.	7	0	0	40	.....	.....	Rapid. (Same growth, soil, &c.)
S. 19° E.	8	50	.....	.....	0	40	Rapid. (Same growth, soil, &c.)
S. 5° 10' W.	7	50	.....	.....	0	40	Rapid. (Same growth, soil, &c.)
S. 43° 30' E.	3 5 12 20 25 43	25 0 0 0 0 0	..... ..... 1 0 2 0 .....	..... ..... ..... ..... ..... .....	..... 1 0 11 0 22 0 21 0	..... ..... ..... ..... ..... .....	75th Mile Tree, on North bank, a Spruce, 8 inches diameter. Strike Lake. Point of departure. (Same growth, soil, &c.)
S. 21° 45' E.	5 30 40 58 60	0 0 25 0 50	0 0 0 60	60 0 ..... ..... .....	..... 14 0 ..... ..... .....	..... ..... ..... ..... .....	76th Mile Tree, on South side of Lake, a Spruce, 2 feet diameter. Point Y. (Same growth, soil, &c.)
S. 3° E.	9 18 40 59 62 70 85 90 122 150 155	0 0 0 0 0 0 0 0 0 0 0	..... ..... 11 0 19 0 8 0 0 50 3 0 1 0 9 0 .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	Notes on Kakisksakagamack, or "Lac du Cap." Stream from right. Shore.—A stream.
N. 17° E.	5 10 15 23 40 55 68 80 90 110 111 112	0 0 0 0 0 0 0 0 0 0 0 50	3 0 10 11 2 3 11 3 2 9 3	0 50 0 0 0 0 0 50 40 0 0 .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	Inlet, point Z.
N. 19° 50' W.	3 7 10 16 25 31 47 50 75 94 105	0 0 0 50 0 0 0 0 0 0 0	5 0 3 5 2 5 3 3	0 50 0 0 0 0 50 0 0 ..... .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....	Point C, bearing down a Bay, North 46° East.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

2nd August.

2nd August.

Courses.	Distances.		Right Offset.		Left Offset.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
			7	0	10	0	Notes on the Bay.
	20	0	.....	.....	7	0	
	23	0	0	50	2	0	
	30	0	0	50	8	0	
	48	0	.....	.....	7	0	Stream.
	45	0	.....	.....	0	60	
	8	0	4	0	0	50	
	30	0	.....	.....	11	0	
	36	0	1	0			
	47	0	2	0	2	50	
	50	0	.....	.....	6	0	
	58	0	.....	.....	2	0	
	65	0	.....	.....	4	0	
	84	0	3	0	.....	.....	Third bearing, South 9° 30' West.
	5	0	.....	.....	2	50	
	14	50	.....	.....	.....	.....	Head of Bay. End of Notes on Bay. (Sapin, epinet and tamarac. Poor soil.)
N. 83° 50' W	.....	.....	10	0	.....	.....	Point C.
	10	0	1	50	.....	.....	X, point of departure. (Sapin, epinet and tamarac. Poor soil.)
	29	20	.....	.....	.....	.....
S. 39° 30' E	.....	.....	.....	.....	.....	.....	Point Y. 77th Mile Tree, on North bank, a Spruce, 9 inches diameter. Inlet, point Z. (Sapin, epinet and tamarac. Poor soil.)
	59	75	.....	.....	.....	.....
	62	60	.....	.....	.....	.....
N. 57° E	8	0	.....	.....	0	30	
	11	0	1	30	1	0	
	15	0	.....	.....	0	60	Rapid.
	16	50	0	15	0	20	(Sapin, epinet and tamarac. Poor soil.)
S. 32° 40' E	4	0	1	50	0	50	
S. 26° 35' E	6	50	2	20			
S. 67° 5' E	9	50	.....	.....	11	0	Stream from left.
	5	0	0	80	4	0	
S. 14° E	.....	.....	0	80	4	0	
	6	0	2	0			
	15	0	2	0	1	20	
	18	0	1	80			(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 46° 10' E	12	0	0	60	0	40	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 53° 40' W	2	0	.....	.....	2	0	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
	8	0	0	50			
S. 4° W	1	50	0	40			(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 69° 50' E	3	0	.....	.....	0	50	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 13° E	2	65	.....	.....	.....	.....	78th Mile Tree, on South bank, a Spruce, 10 inches diameter. (River very crooked, averaging 0.45 wide. Banks fringed with alders.)
	6	50	.....	.....	0	50	

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 77° 50' E.	2	50	.....	.....	0	50	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
N. 57° E.	3	50	.....	.....	0	50	Brulé. (River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 9° E.	3	50	.....	.....	0	50	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 68° 30' W.	2	25	.....	.....	0	50	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 12° E.	1	35	.....	.....	0	50	Stream from left. (River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 45° W.	3	25	.....	.....	0	40	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 20° E.	1	38	.....	.....	0	45	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
N. 44° 30' E.	1	82	.....	.....	0	50	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 20° E.	2	45	.....	.....	0	80	(River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 39° 30' W.	1 0 1 50 3 0 4 0 5 0	.....	.....	2 0	0 50	.....	To River. River. To River. River. To River. (River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 62° 45' W.	4	0	.....	.....	2	50	To River. (River very crooked, averaging 0.45 wide. Banks fringed with alders.)
S. 1° 40' E.	5 0 13 0 17 0 20 0 27 0 27 50	.....	.....	4 0	6 0	.....	To River. River. Leave it. To River. River.
S. 17° 10' E.	5	0	.....	.....	.....	.....	River.
S. 42° E.	1 0 2 0 3 0 3 50 4 50 5 50 7 0 10 0 11 0 12 0 12 50 13 0	.....	.....	0 80	2 0 1 0 4 0	.....	River. To River. River. To River. River. To River. River. River. River. River. } At 12.65. 79th Mile Tree, on North bank, a Sapin, 18 do } inches diameter.

Appendix
(G.G.G.)

2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 37° E.....	0	50	.....	.....	1	0	River.
	2	0	.....	.....	0	80	River.
	3	0	.....	.....	.....	.....	River.
	3	50	.....	.....	.....	.....	River.
	4	0	1	0	.....	.....	River.
	5	0	.....	.....	.....	.....	River.
	6	0	.....	.....	1	0	River.
	7	0	.....	.....	.....	.....	River.
	10	0	1	0	.....	.....	River.
	12	50	.....	.....	.....	.....	River. (Low banks. Sapin and epinet. Poor soil. Stream, 0.30 wide. Slow current—deep.
S. 5° E.....	7	50	.....	.....	.....	.....	River. (Low banks. Sapin and epinet. Poor soil. Stream, 0.30 wide. Slow current—deep.
S. 17° E.....	5	0	.....	.....	.....	.....	Portage of about 6 arpents, to a Lake emptying into Lake St. John. (Same banks, growth, soil, &c.)
S. 11° W.....	4	50	.....	.....	.....	.....	Rapid. (Same banks, growth, soil, &c.)
S. 45° W.....	8	0	.....	.....	.....	.....	Still and deep. (Same banks, growth, soil, &c.)
S. 16° W.....	8	0	.....	.....	0	30	(Same banks, growth, soil, &c.)
S. 15° E.....	3	50	.....	.....	0	30	(Same banks, growth, soil, &c.)
S. 36° 40' E.....	3	0	0	25	.....	.....	(Same banks, growth, soil, &c.)
S. 10° W.....	4	50	0	30	.....	.....	(Same banks, growth, soil, &c.)
S. 20° W.....	4	0	.....	.....	0	25	(Same banks, growth, soil, &c.)
S. 2° E.....	3	50	0	30	.....	.....	Rapid. (Same banks, growth, soil, &c.)
S. 10° W.....	2	0	.....	.....	0	25	Rapid. (Same banks, growth, soil, &c.)
S. 29° 40' E.....	7	50	.....	.....	0	50	Still and deep. (Same banks, growth, soil, &c.)
South	6	15	.....	.....	.....	.....	80th Mile Tree, on South bank, a Tamarac, 1 foot diameter.
	8	45	.....	.....	0	50	
S. 83° W.....	2	0	0	20	0	60	
N. 72° 35' W.....	3	40	0	60	.....	.....	Shallow.
S. 42° 55' W.....	2	85	0	50	.....	.....
S. 5° W.....	10	50	0	55	0	20	

Appendix
(G.G.G.)

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Appendix
(G.G.G.)

2nd August.

2nd August.

Courses.	Distances.		Right Offsett.	Left Offsett.	REMARKS.
	chs.	lks.	chs. lks.	chs. lks.	
S. 63° 30' E.	3	50	.....	0 60	
S. 30° E.	4	0	0 60	.....	To shore, 0.50--1.50 wide,
S. 50° 10' E.	4 8	0 50	0 30	.....	To head of Island. To shore, 0.50.
S. 26° E.	12	0	.....	2 0	
N. 39° E.	3 5	0 0	1 50	1 0	
N. 60° 40' E.	9 10	0 0	.....	0 40 1 50	Strike Lake.
N. 63° 30' E.	4 8 15 20 27	0 0 95 0 0	2 0 1 50	2 0 3 20 3 40 0 80	81st Mile Tree, on South side of Lake, a Spruce, 10 inches diameter.
S. 40° E.	10 31	0 0	1 50	7 0 2 30	Stream from left.
S. 14° E.	10 17 25	0 0 0	2 0 3 50 2 50	2 50 1 0	
S. 36° 20' E.	7 12 21	0 95 0	6 0 0 50	0 50	82nd Mile Tree, on South side of Lake, a Spruce, 1 foot diameter. To Island, 1.50 diameter. To shore, 0.60. Left offsett, 4.00.
S. 8° 30' E.	6 9 10 12	0 50 0 50	0 50 ..... ..... .....	..... 1 0 1 0	Inlet. Stream from left. To River. do } The stream here doubles to a small Brook, averaging 0.15 wide, running through alder bushes.
S. 59° 20' W.	5 10 15	0 0 0	..... ..... .....	2 0 3 0 3 0	To River. To River.
S. 24° W.	5 9	0 0	..... 2 40	.....	River. To River. Stream from right.
S. 27° E.	7	0	4 0	.....	To River.
S. 13° 10' W.	2	50	0 50	.....	To River.
S. 20° 40' E.	17	50	.....	.....	River.
S. 47° E.	5 8 8 10	0 50 45 25	..... ..... ..... 0 80	2 0	To River. River. 83rd Mile Tree, on North bank, a Spruce, 8 inches diameter. To River.
S. 5° E.	3	90	0 30	.....	Outlet of a small Lake.

Appendix
(G.G.G.)
2nd August.

Appendix
(G.G.G.)
2nd August.

FIELD BOOK of the SURVEY of the RIVER BOSTONAIS.—(Continued.)

Courses.	Distances.		Right Offsett.		Left Offsett.		REMARKS.
	chs.	lks.	chs.	lks.	chs.	lks.	
S. 11° 30' E.	4	0	1	50	3	0	
	9	0	1	0	3	0	
	18	0	7	0	.....	.....	To a small stream—a mere nothing.
	25	0	4	0	2	0	
	28	0	.....	.....	.....	.....	Head of Lake, and source of the Bostonais.

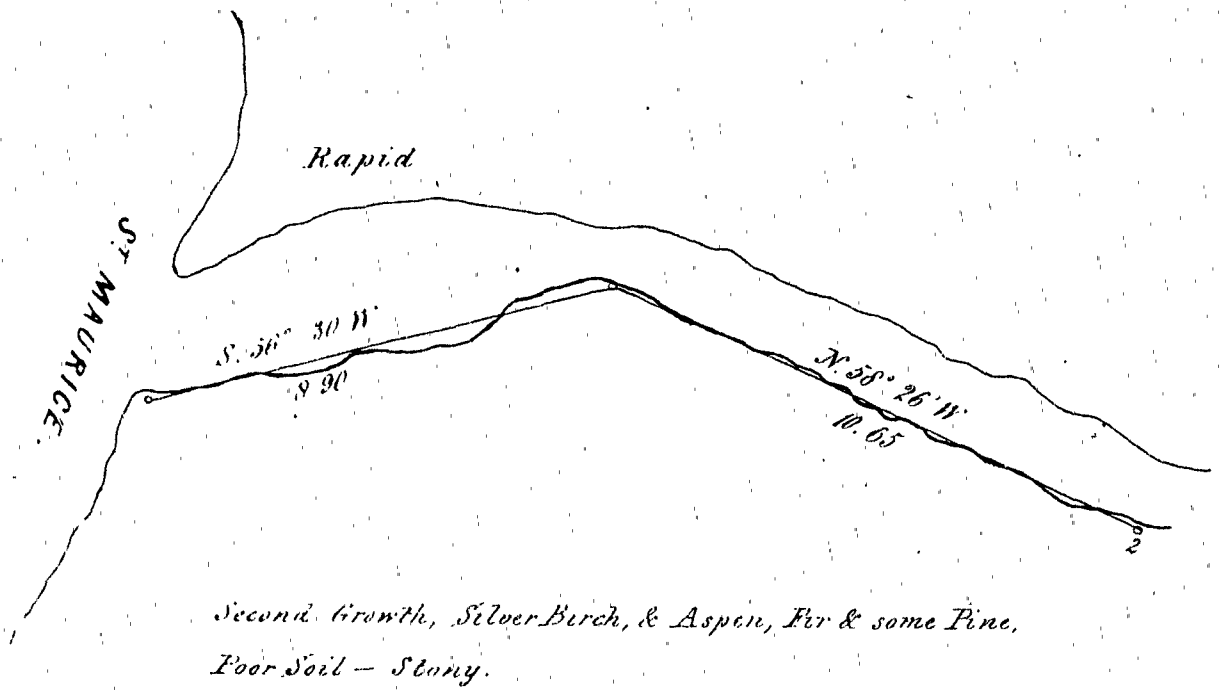
From the end of the last Course, bearing South 27° East, distance 9.00, is a Lake, about 30.00 long and 5.00 wide, emptying into a River of Lake St. John.

Copy of Original of Record in this Office.

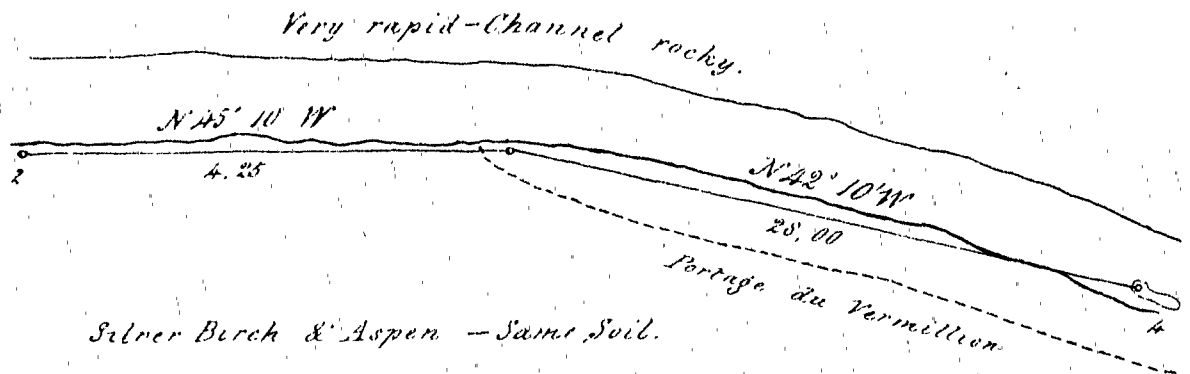
JOS. BOUCHETTE,
For the Commissioner of Crown Lands.

CROWN LAND DEPARTMENT,
Montreal, 29th July, 1851.

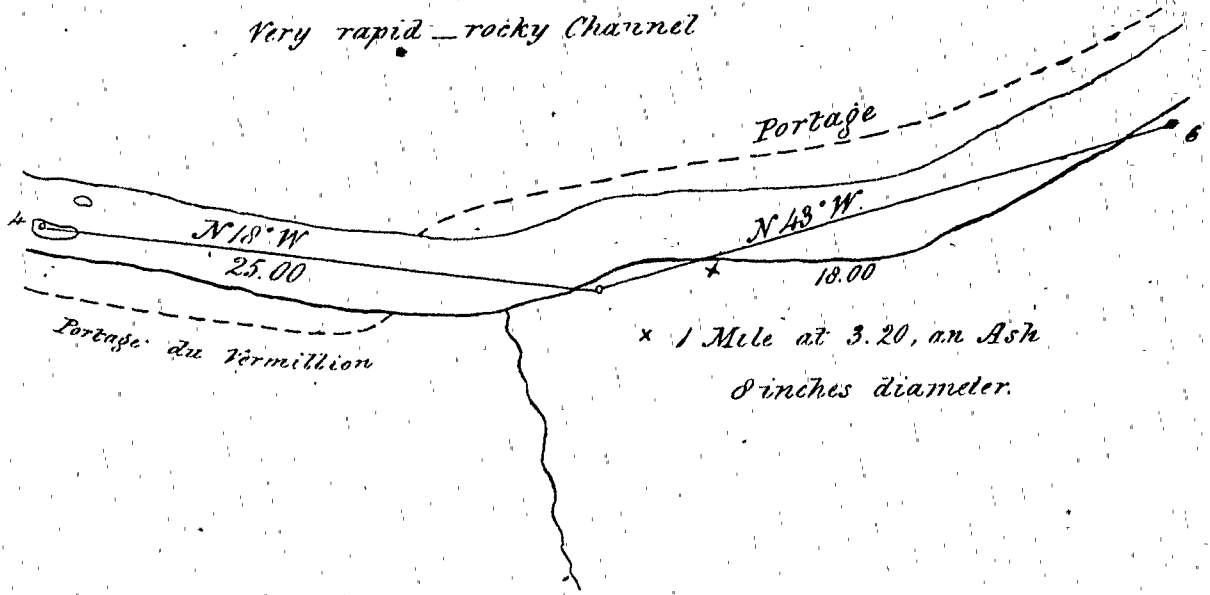
NOTES
 ON THE
VERMILLION RIVER.



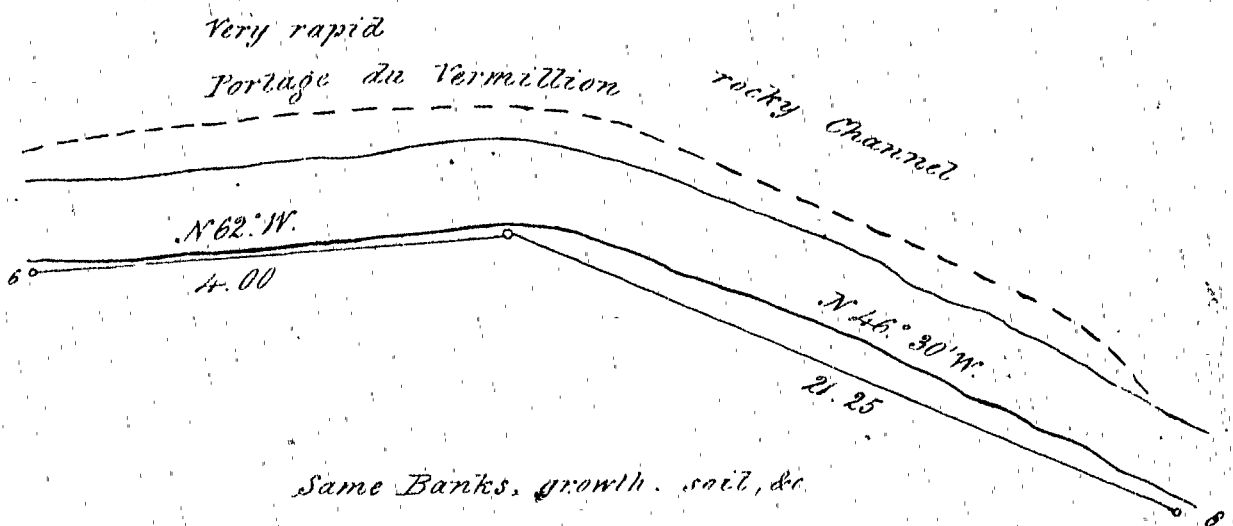
Low Banks near the River, about 20,00 from the River, high & Rocky.

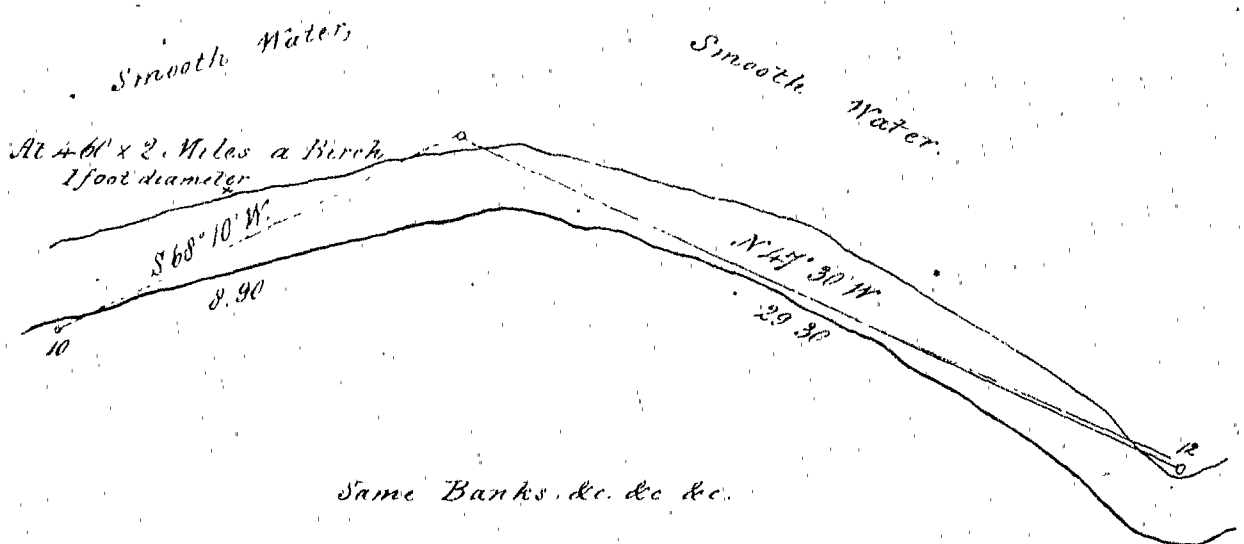
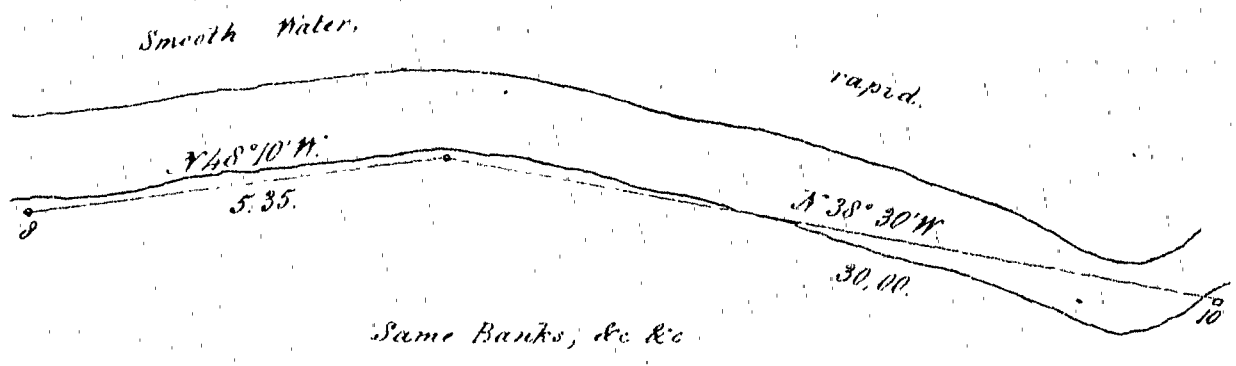


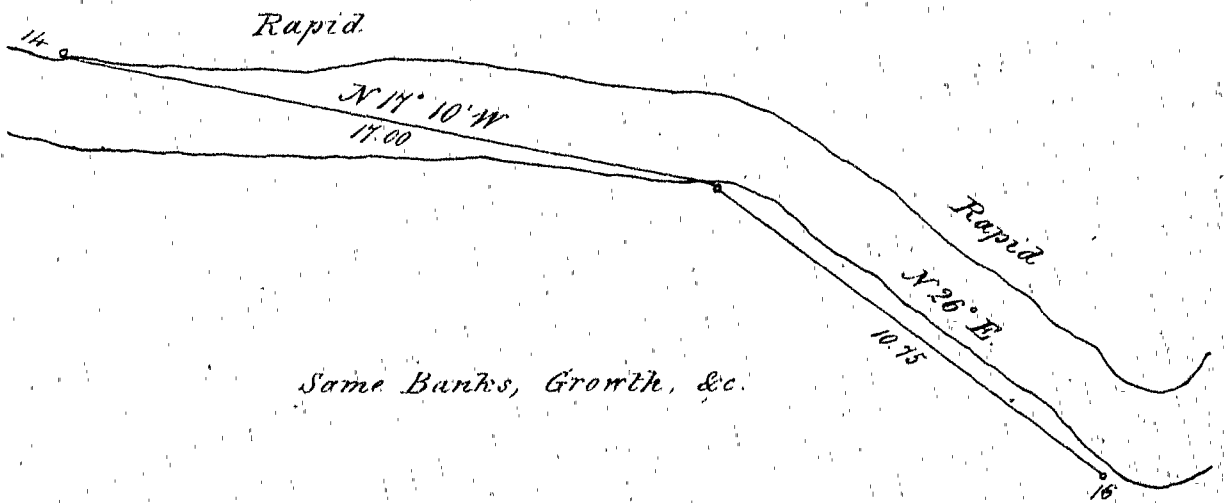
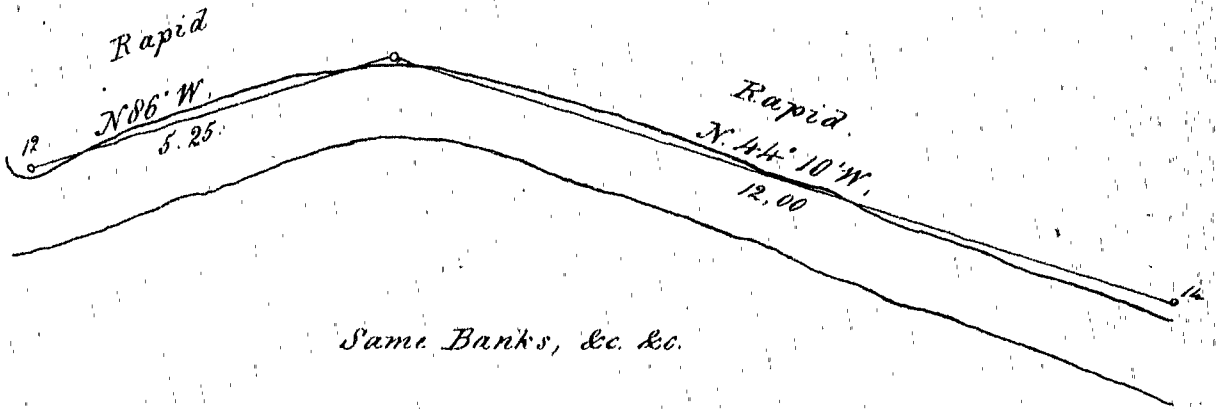
Very rapid - rocky Channel

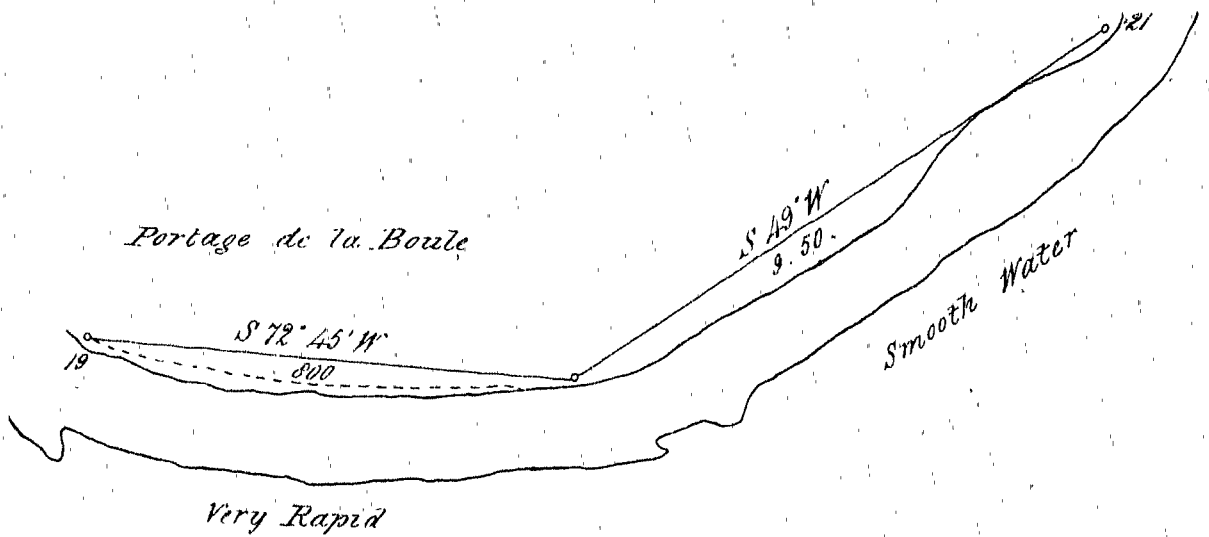
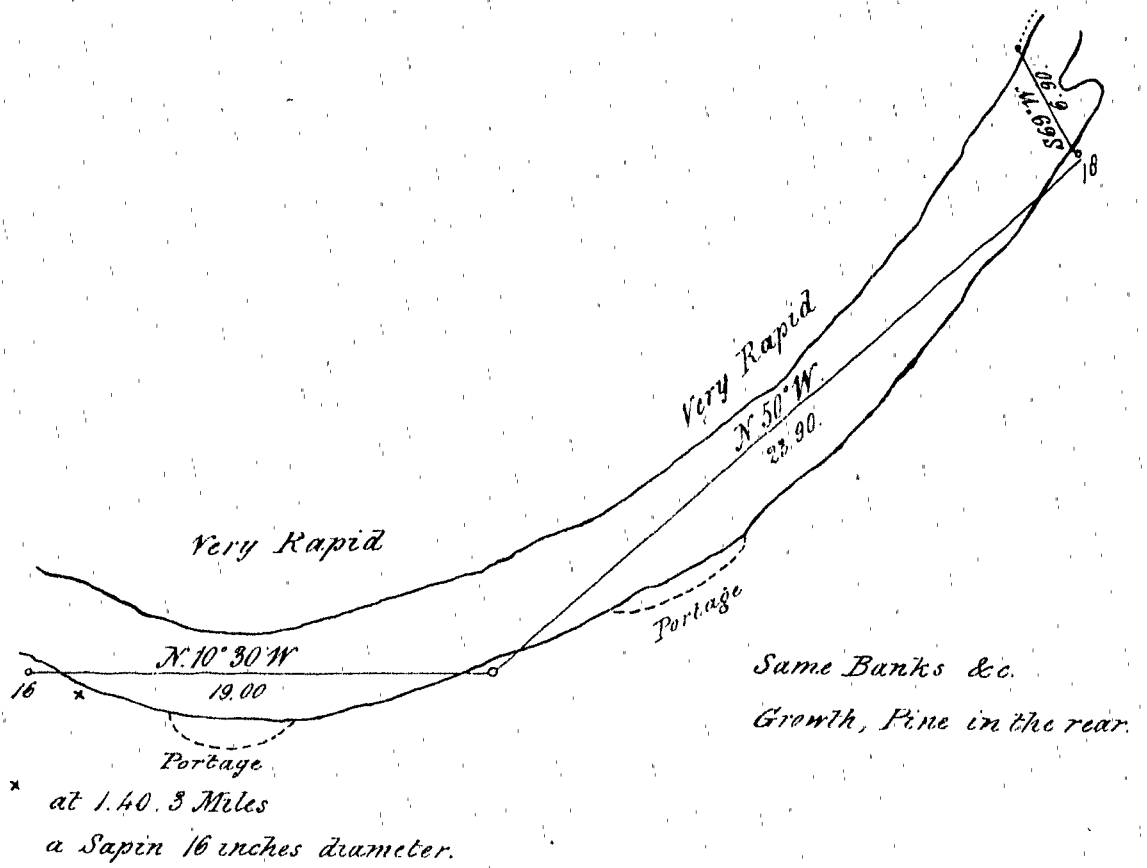


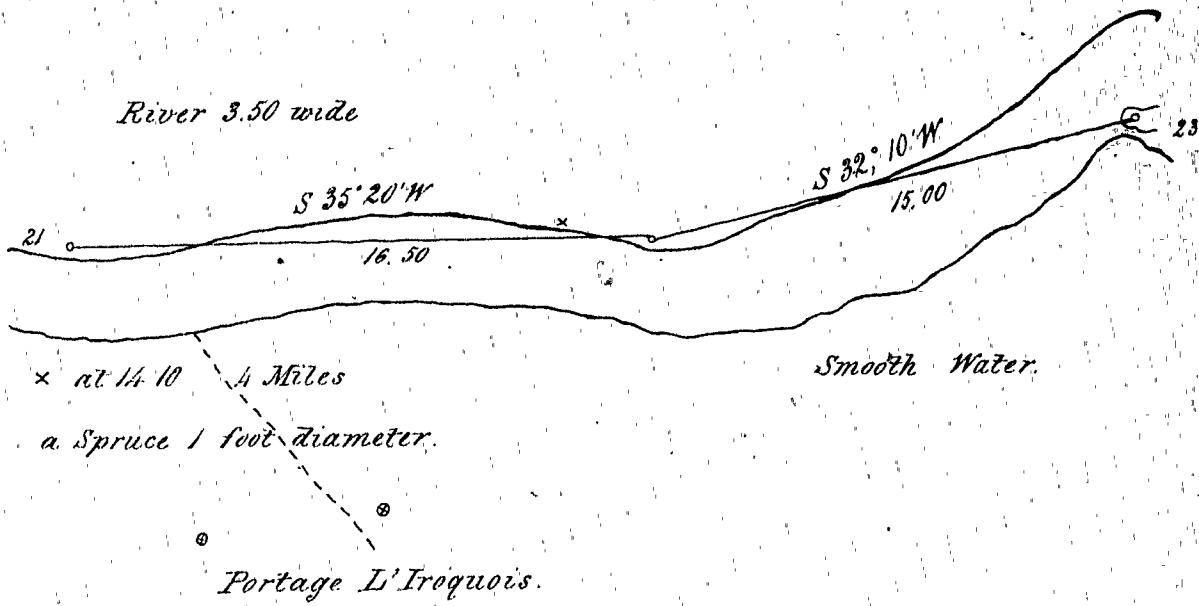
The River averages 1.30 in. width from the Mouth.



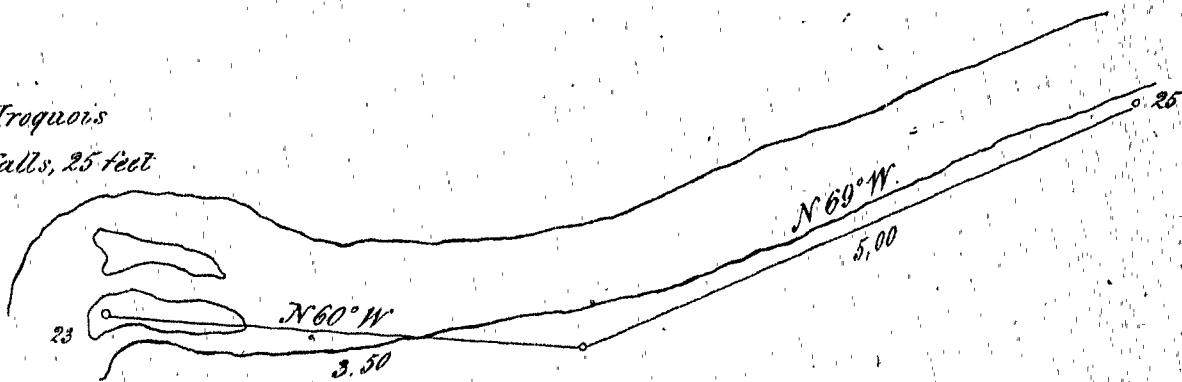








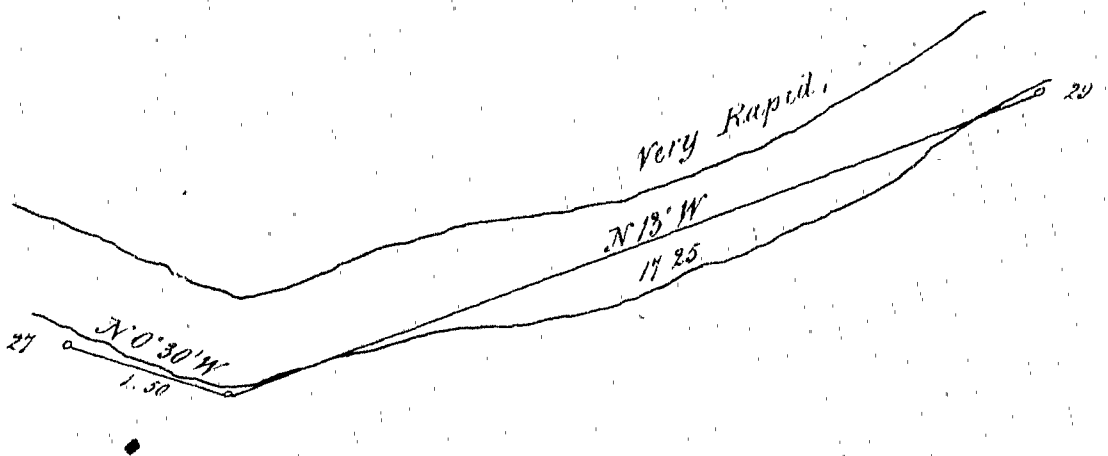
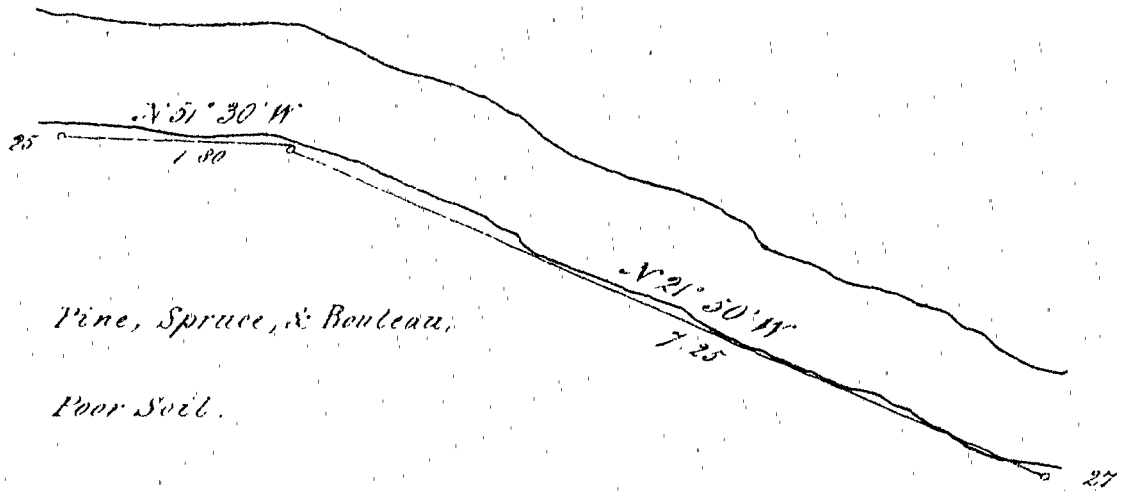
Iroquois
Falls, 25 feet

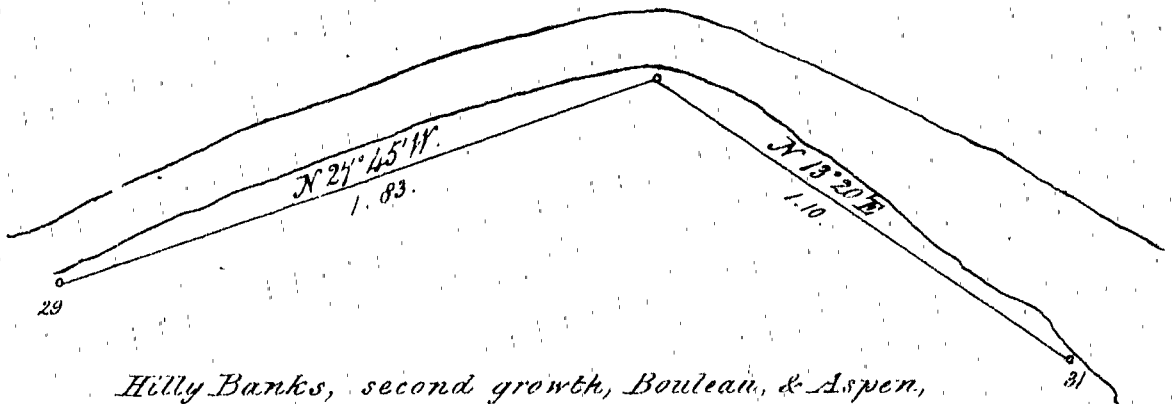


River, 80 wide

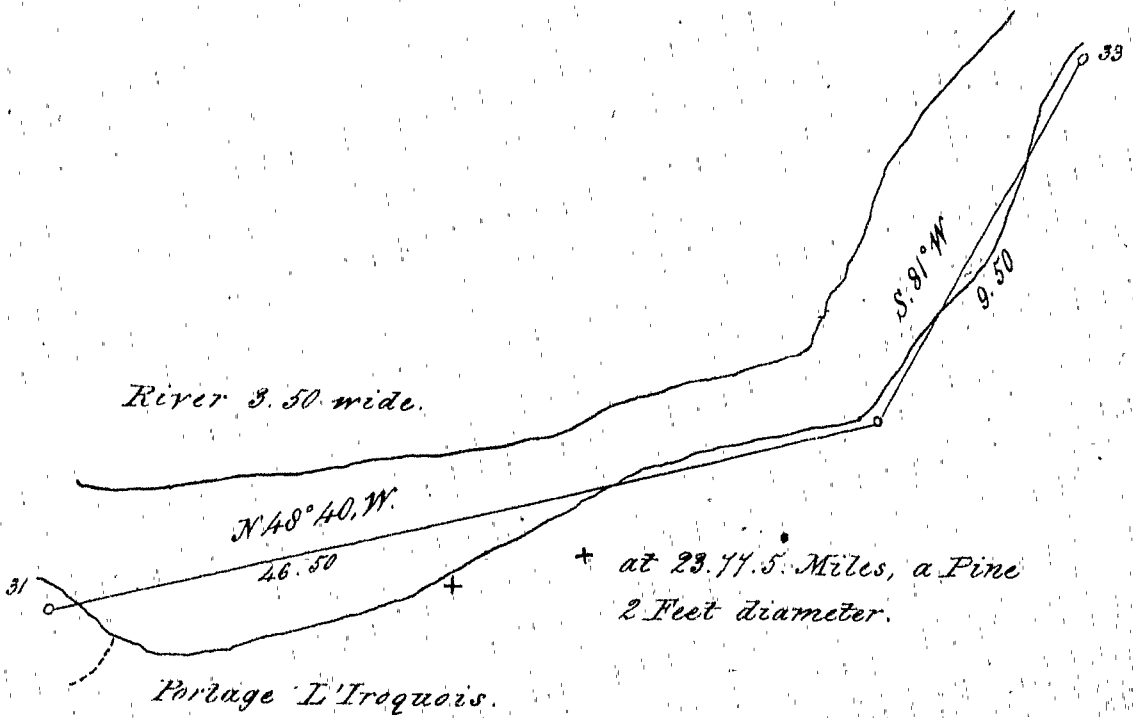
deep water, Banks rocky.

Current Slow





*Hilly Banks, second growth, Bouleau, & Aspen,
 Poor Soil, Stony.*



River 3.50 wide.

N 48° 40' W.

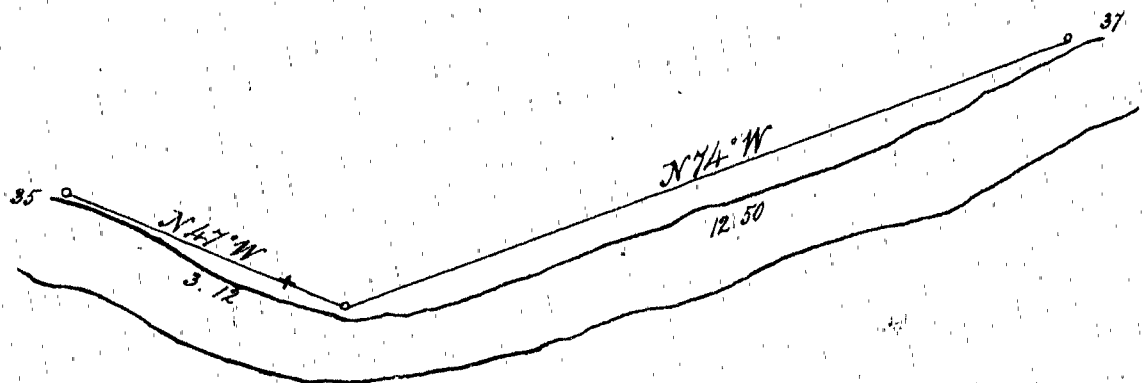
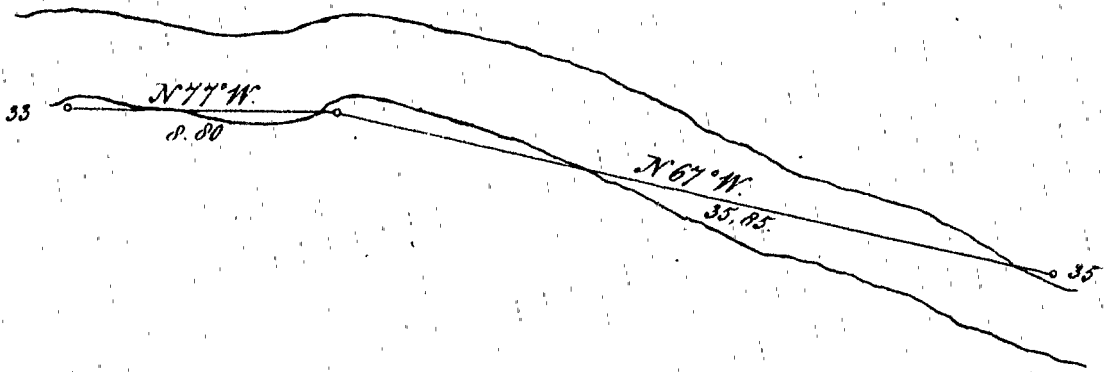
46.50

S 81° W

9.50

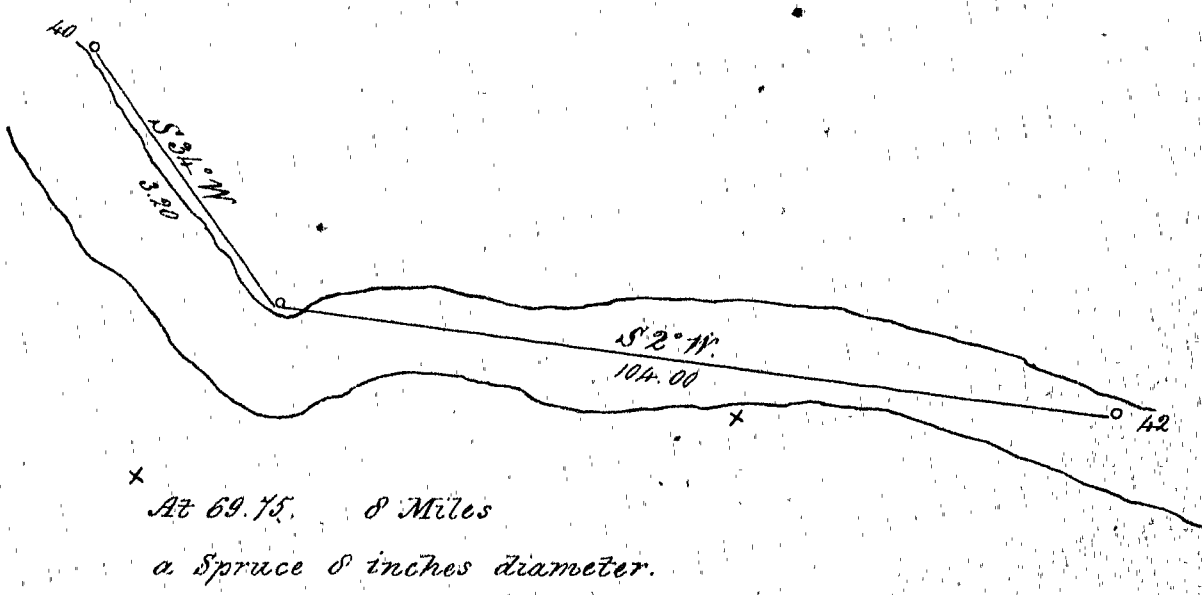
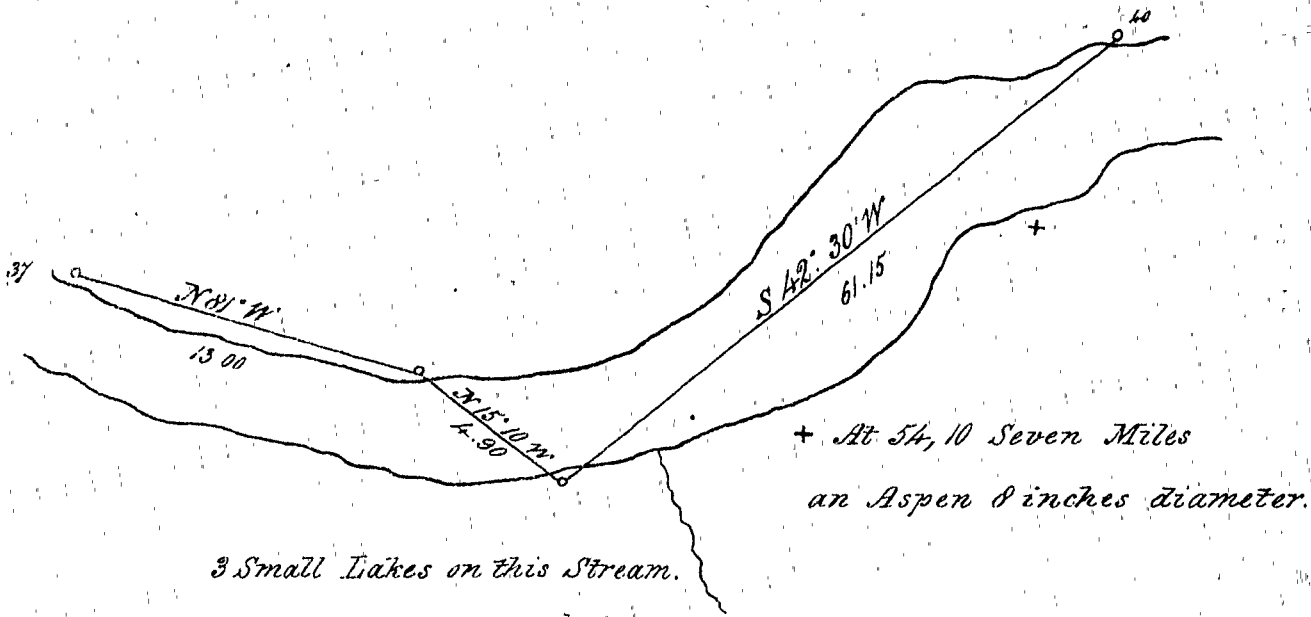
*+ at 23.77.5 Miles, a Pine
 2 Feet diameter.*

Portage L'Iroquois.



+ 2.72 Six Miles
an Ash 1 foot diameter.

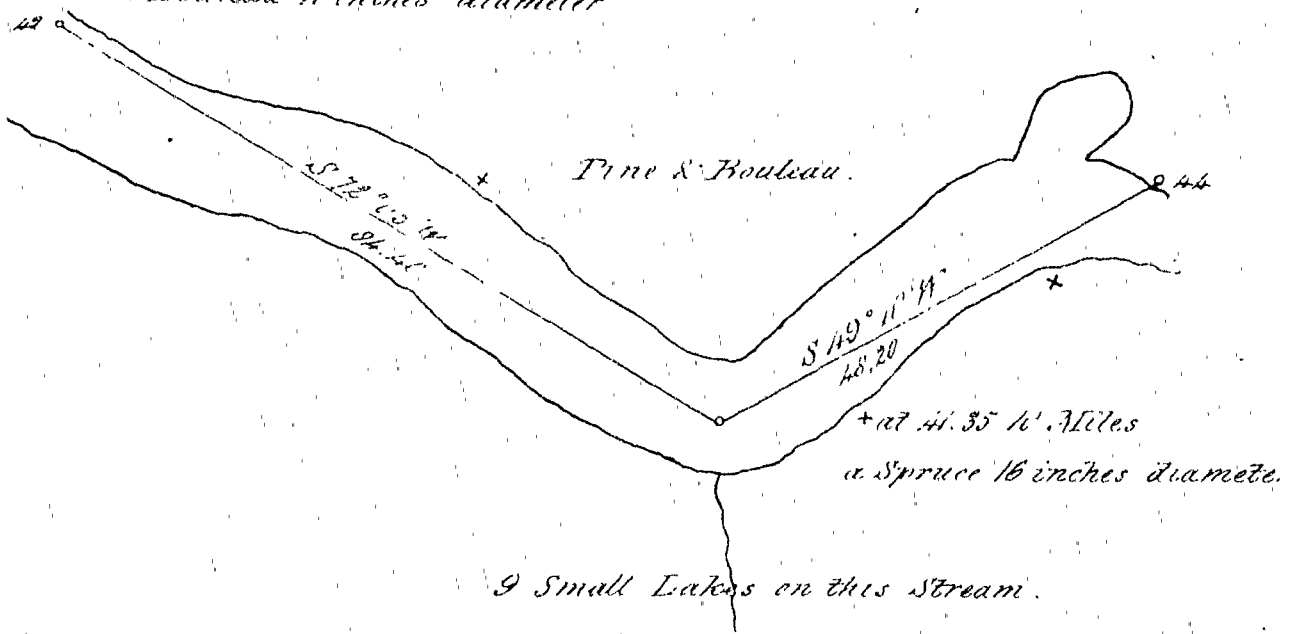
Same Banks, &c.



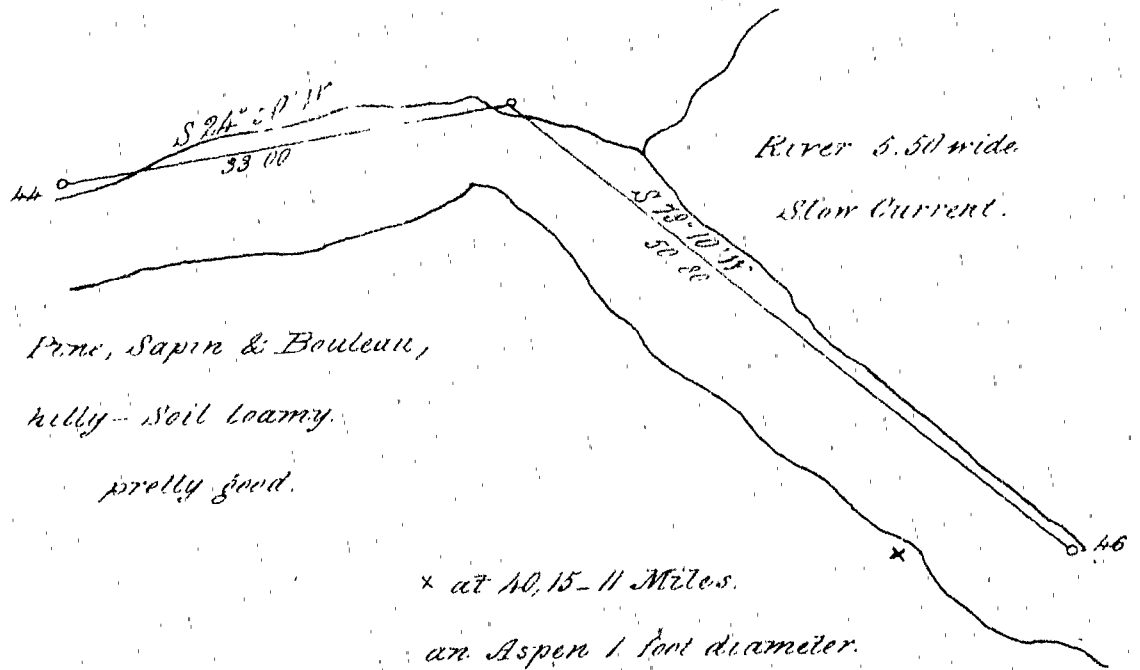
River 700 wide

* at 45.75 - 9 Miles

a Bouleau 11 inches diameter

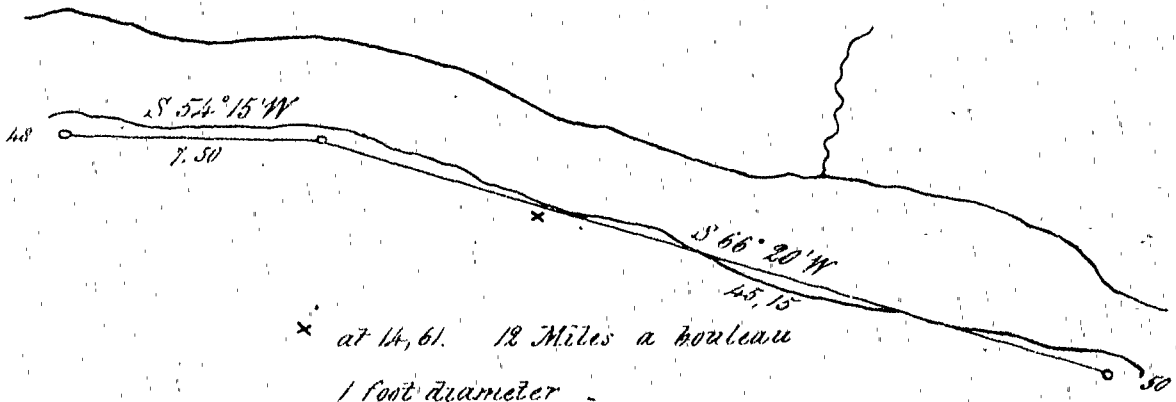
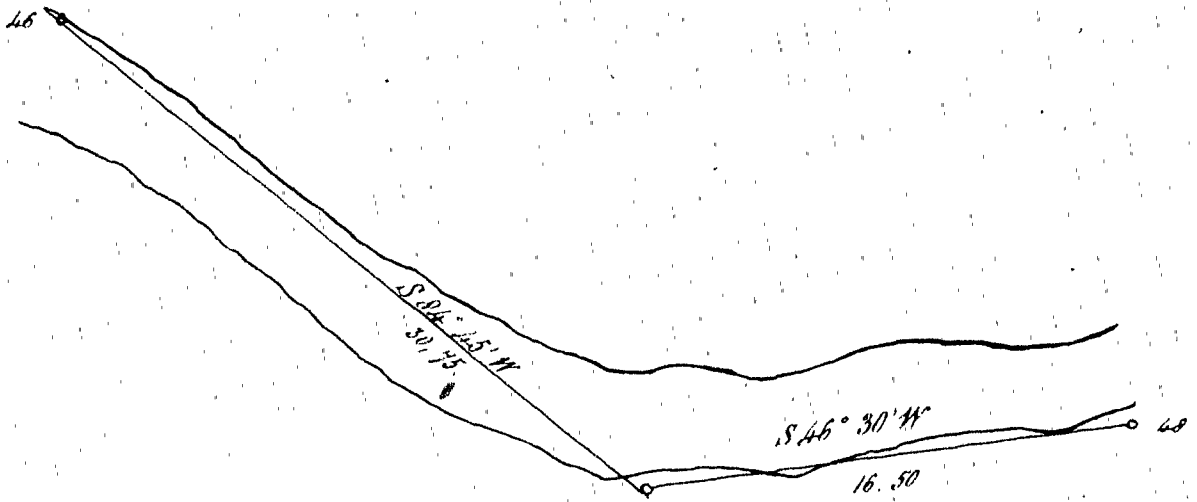


9 Small Lakes on this Stream.



* at 40.15 - 11 Miles.

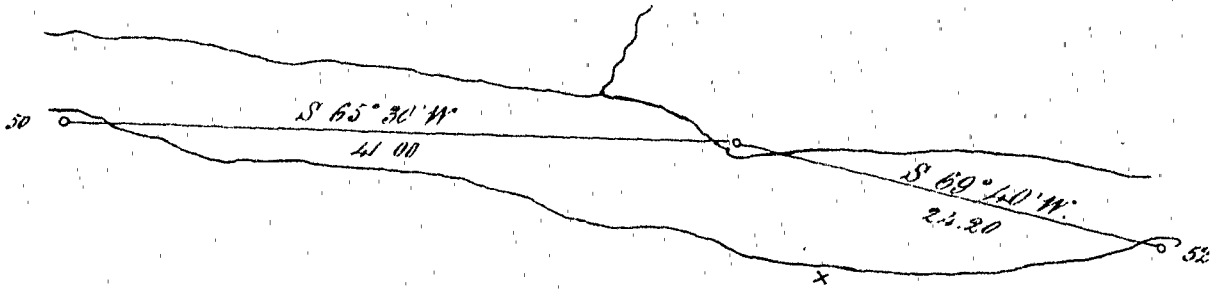
an Aspen 1 foot diameter.



* at 44, 61. 12 Miles a holeman
 1 foot diameter

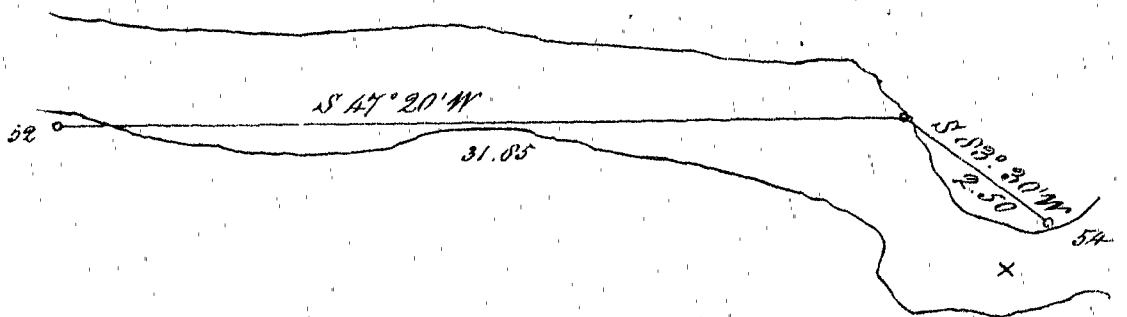
Black birch, pine, & spruce.

Soil good. hilly.

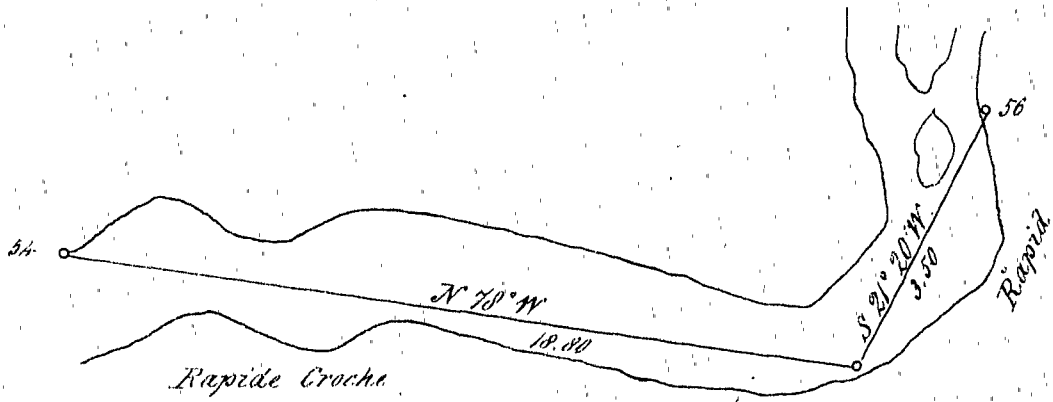


* at 0.45 1.3 Miles.
 an Ash 11 inches diameter.

Fire, black birch, & Spruce.
 Soil good, - hilly.

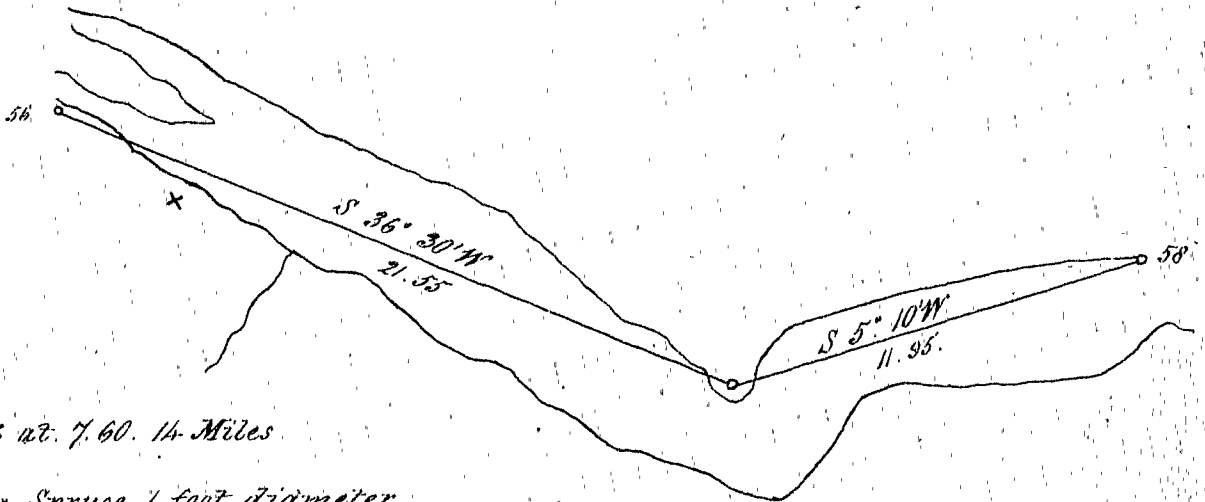


* Foot of Rapids
 Croche.



*Smooth
Water.*

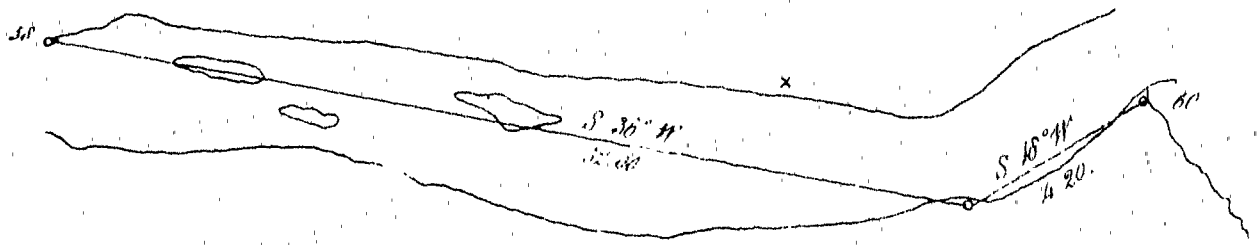
Great deal of Pine on both banks.



x nr. 7.60. 14 Miles

a Spruce 1 foot diameter.

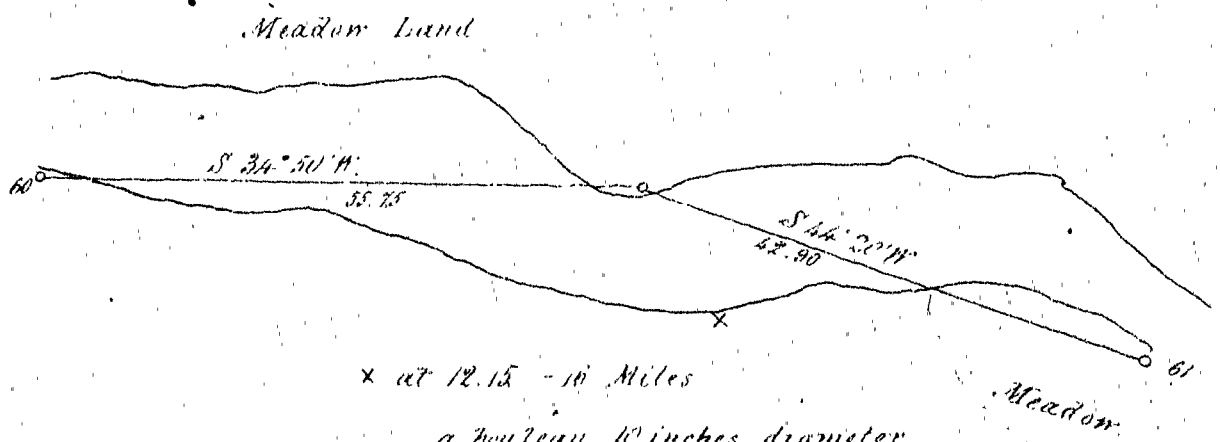
Mix'd growth, Soil good.



x at 52.00 - 15 Miles

a Spruce Wanches diameter

River 10.00 from the Island.



x at 12.15 - 10 Miles

a Spruce 10 inches diameter

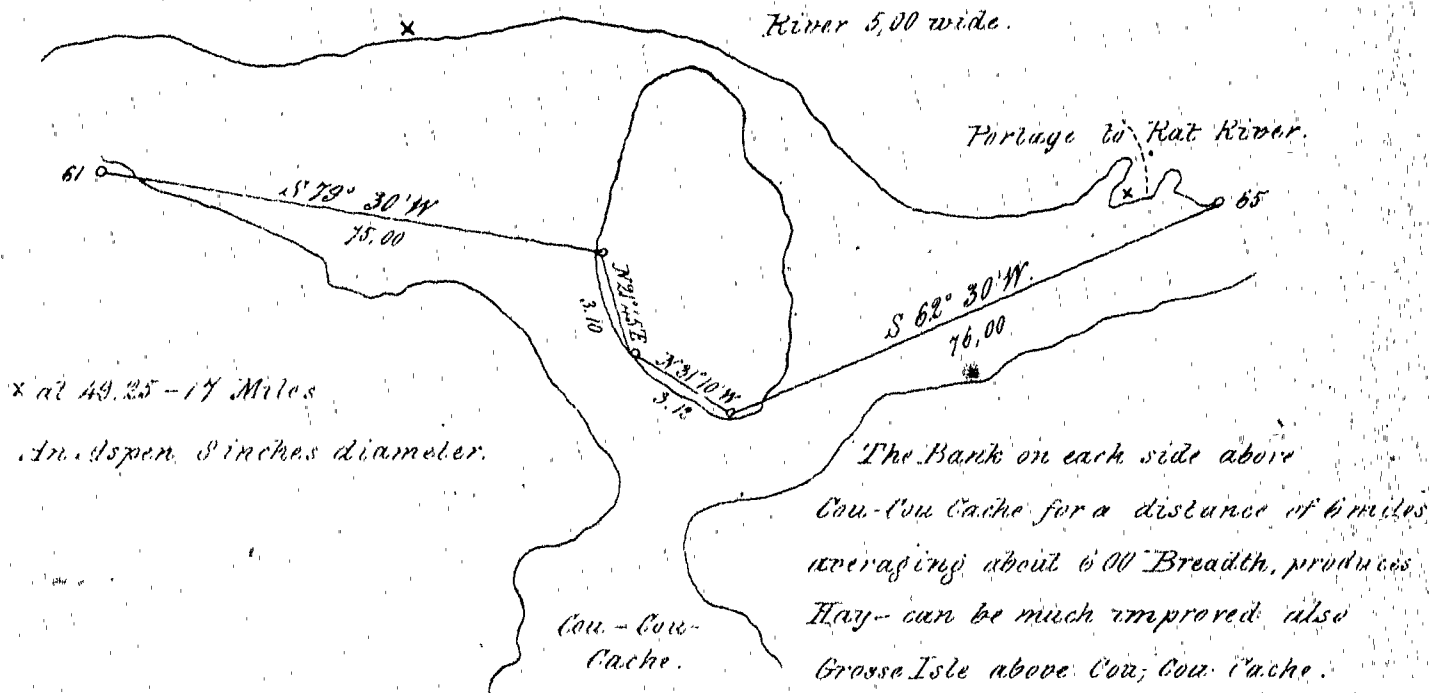
Good Meadow lands

from the Islands on station

line 58, to near Cou Con Cache and

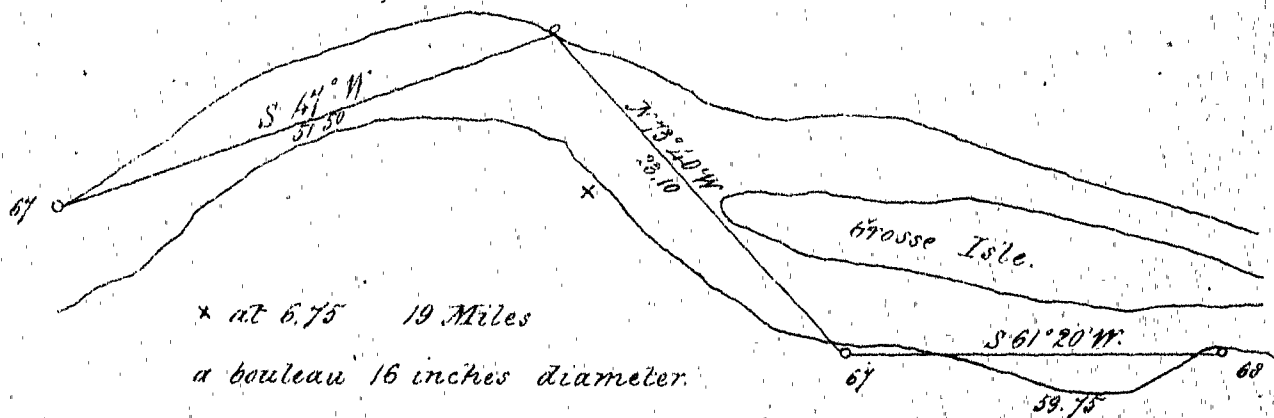
just below Cou Con-Cache.

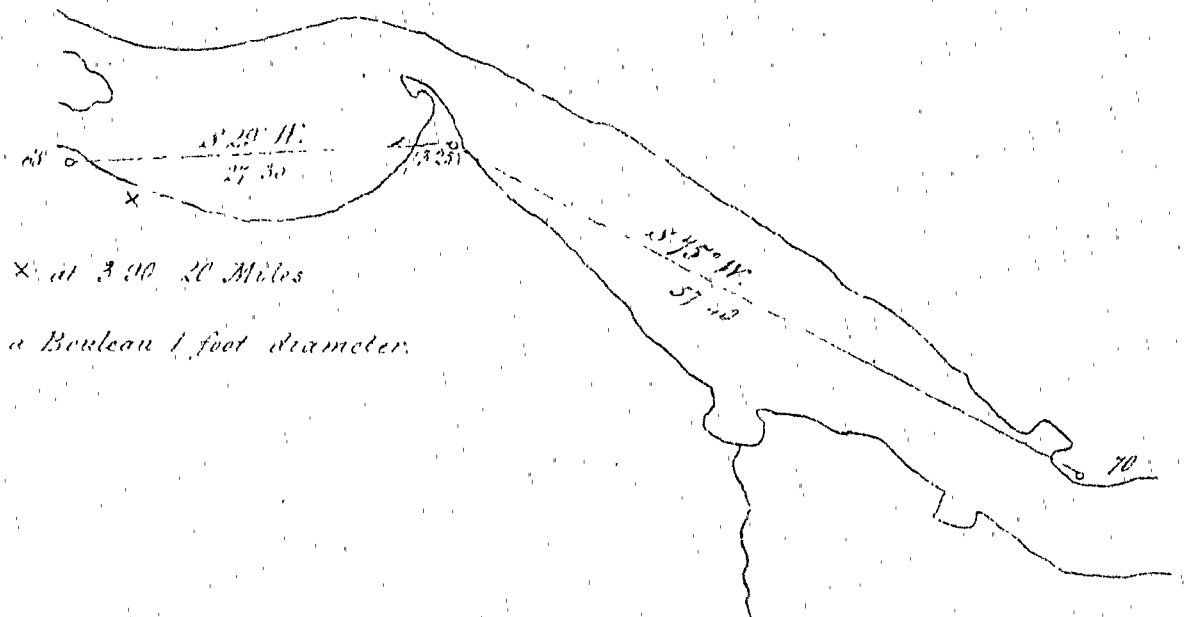
x at 54.25 18 Miles
 a bouleau 1 foot diameter.



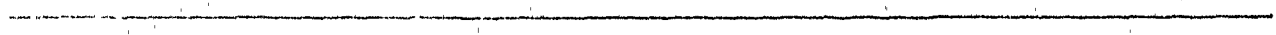
x at 49.25 - 17 Miles
 An Aspen 8 inches diameter.

Low banks, Pine, Spruce & Bouleau.
 Middling Soil.

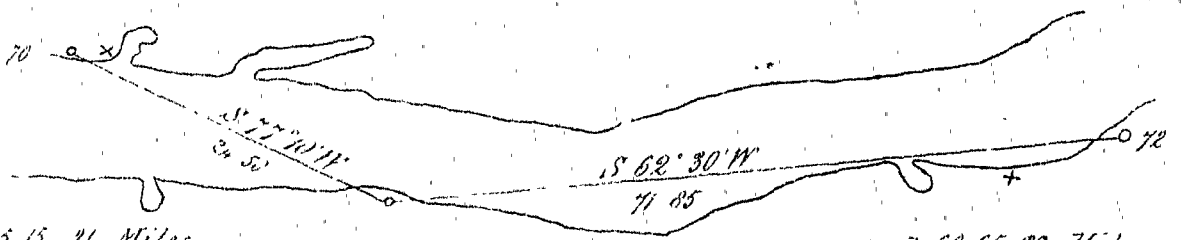




x at 3.00 20 Miles
 a Bouleau 1 foot diameter.



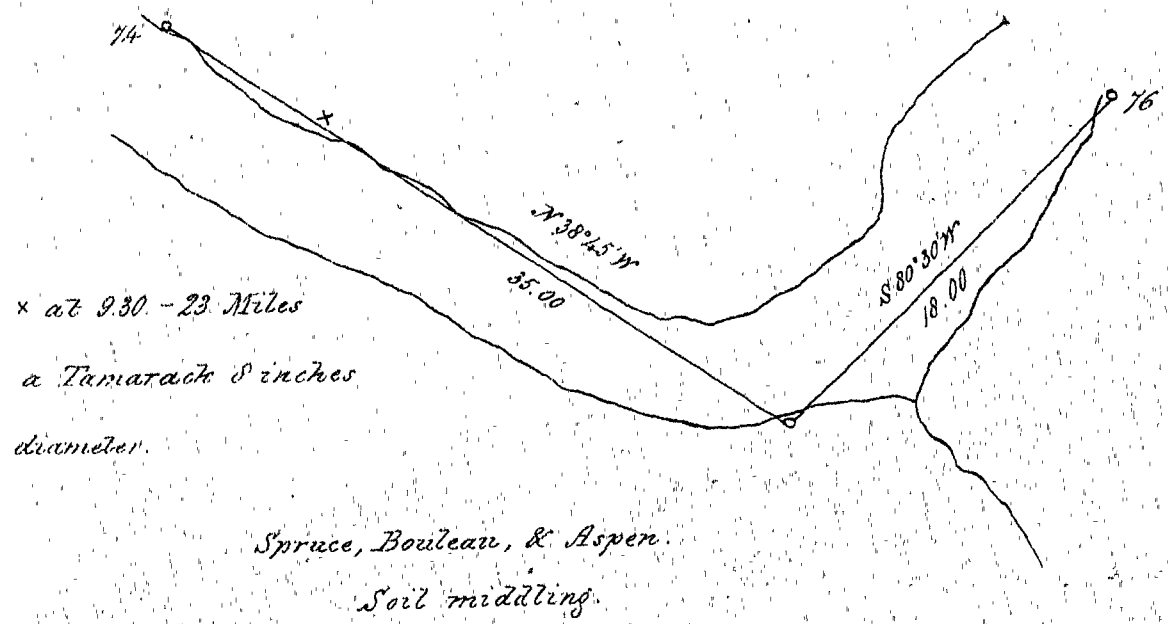
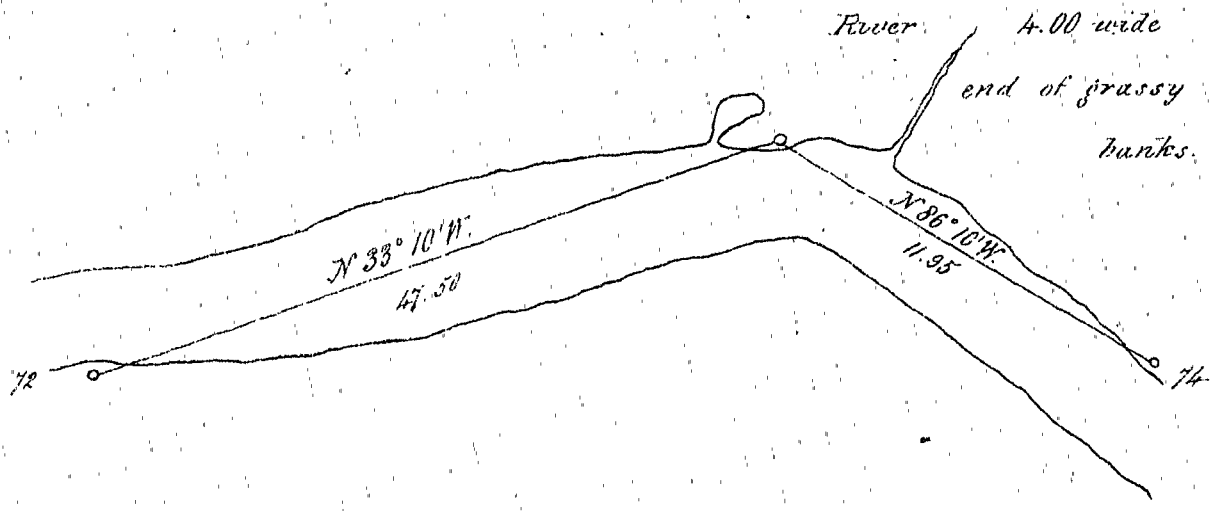
River 5.00

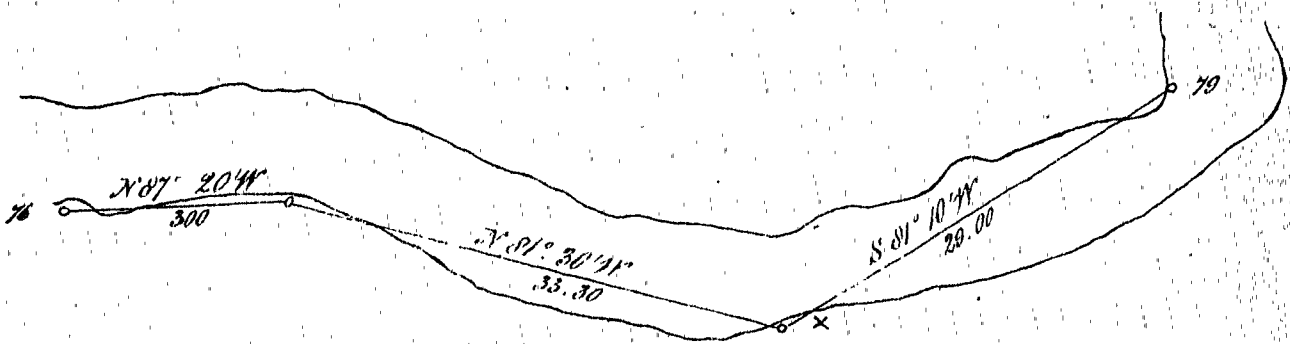


x at 5.15 21 Miles
 a Tamarack 2 inches diameter.

+ at 60.65-22 Miles
 a Tamarack 16 inches diameter.

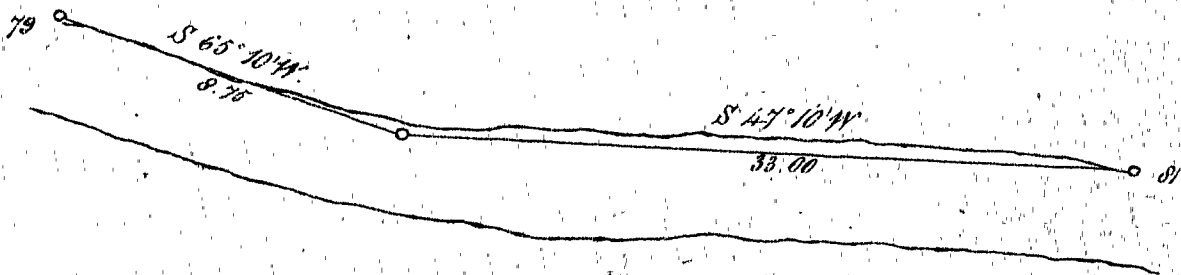
Banks, Tully at short distance from Shore.
 (Say 5.00) Spruce, Bouleau, Birch, & Aspen.
 Soil, good.

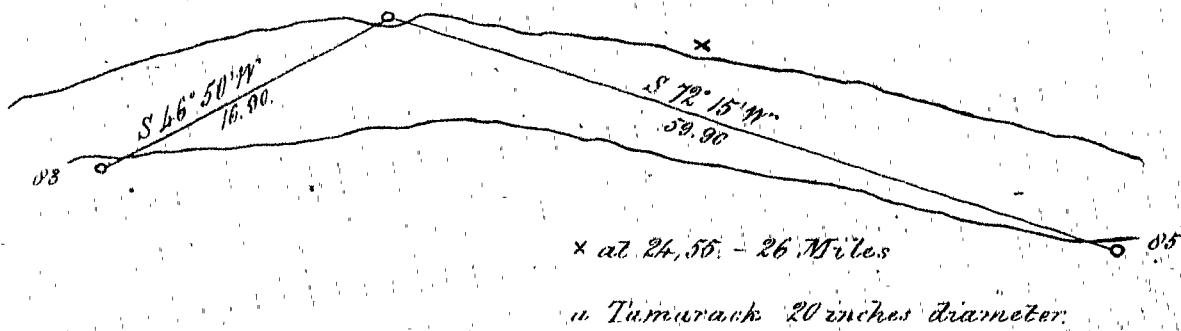
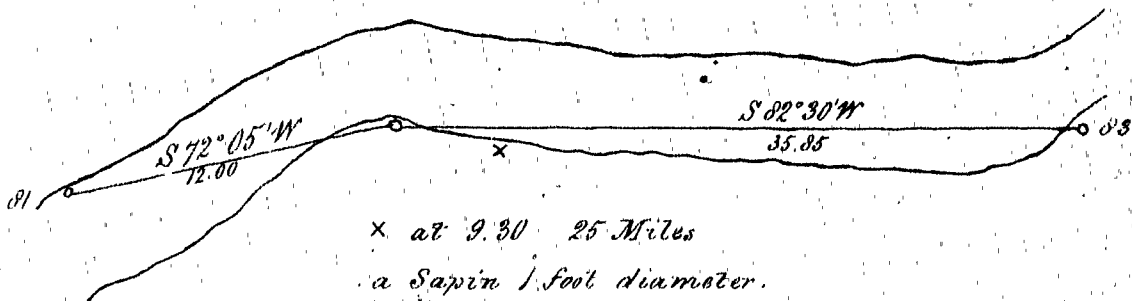




Hilly, Mixed growth.
Soil Middling.

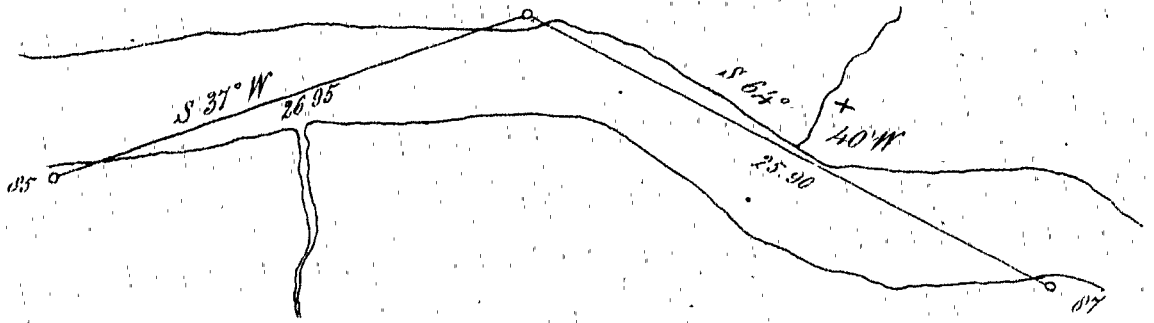
x at 0.05, 24 Miles an
Aspen 15 inches diameter.
1.00 within the Mile.



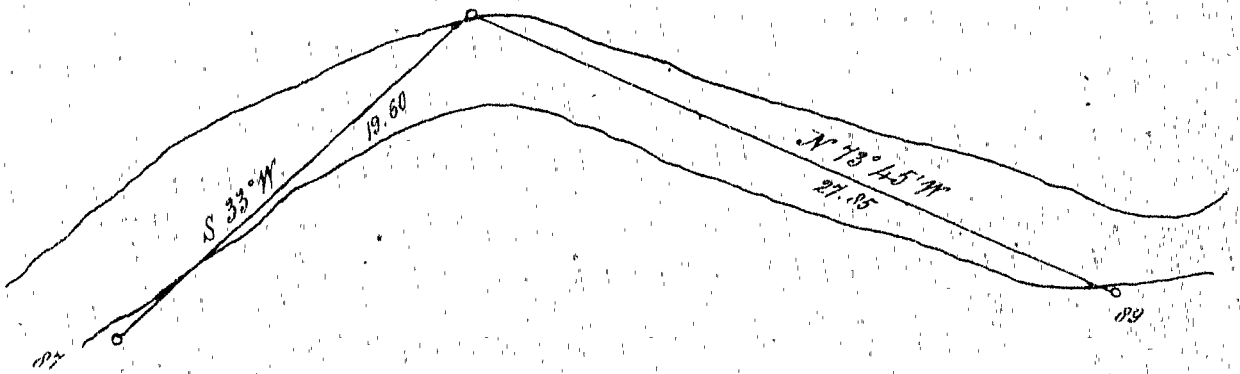


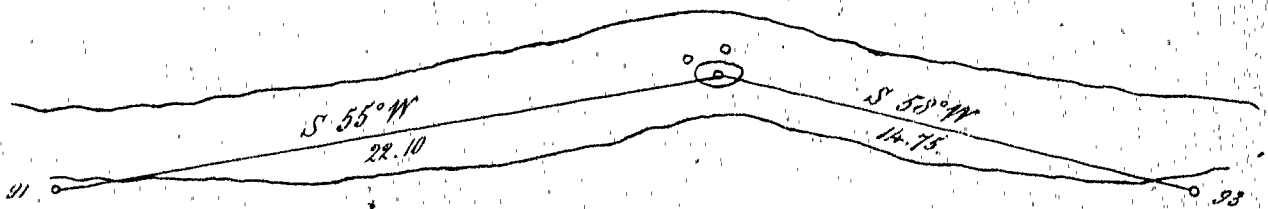
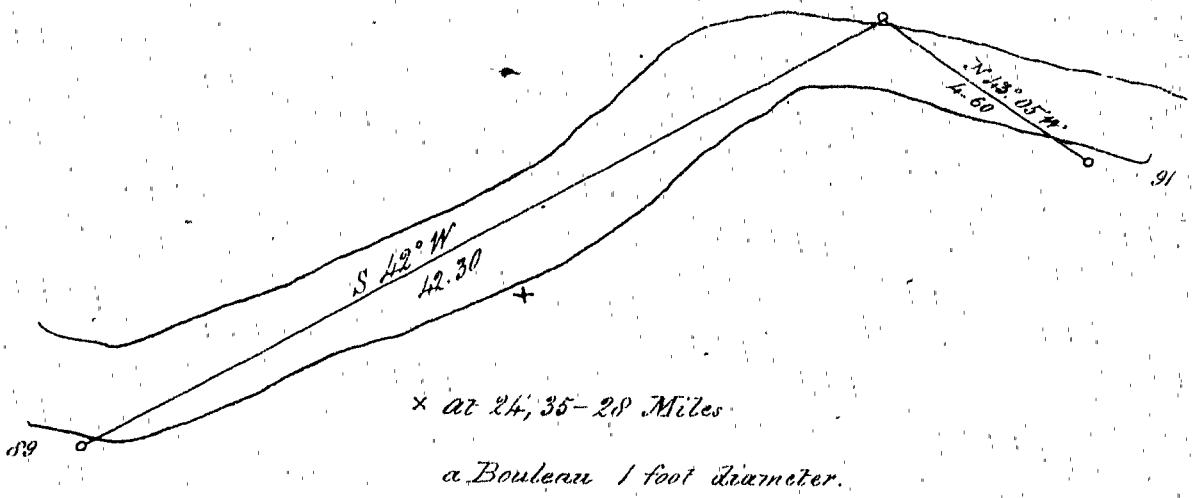
Spruce, Bouleau, and Tamarack.

Soil, Middling.

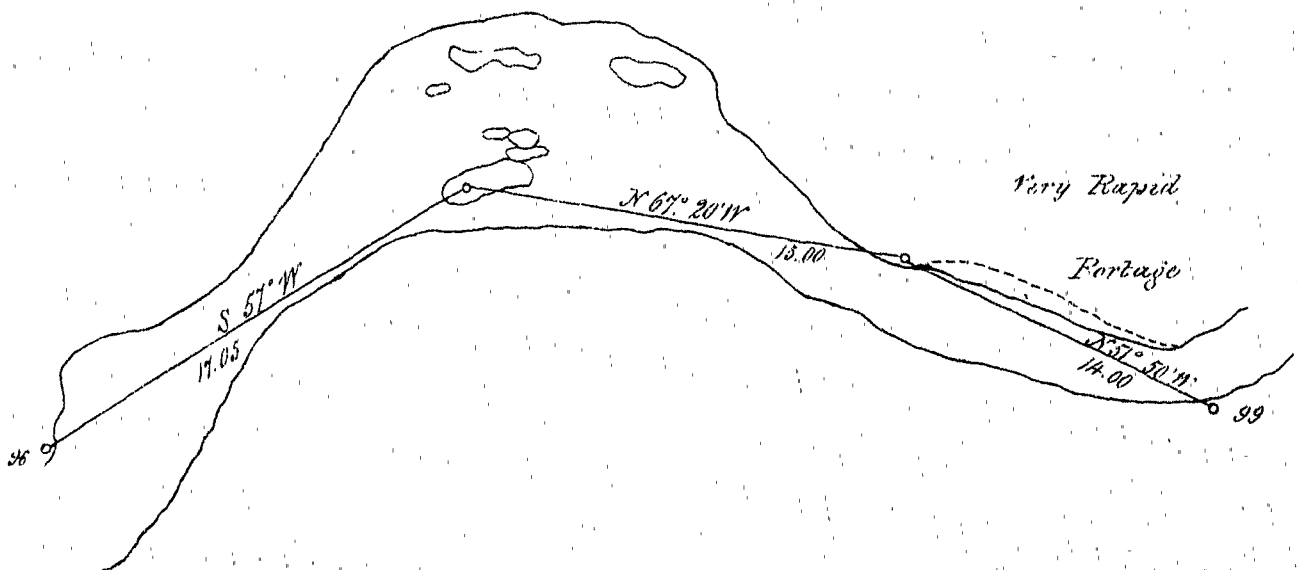
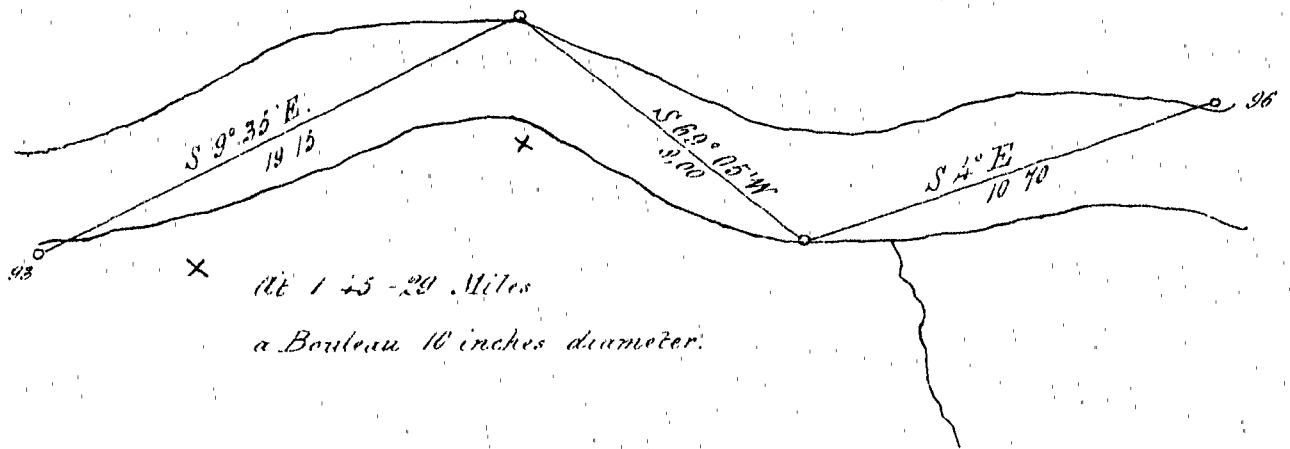


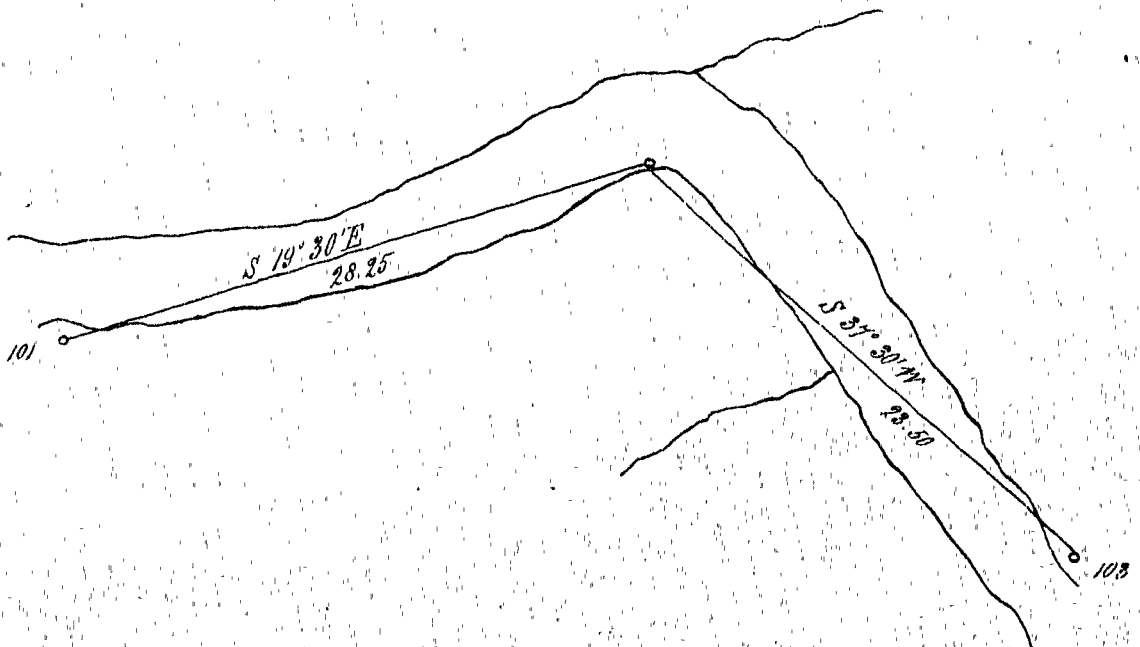
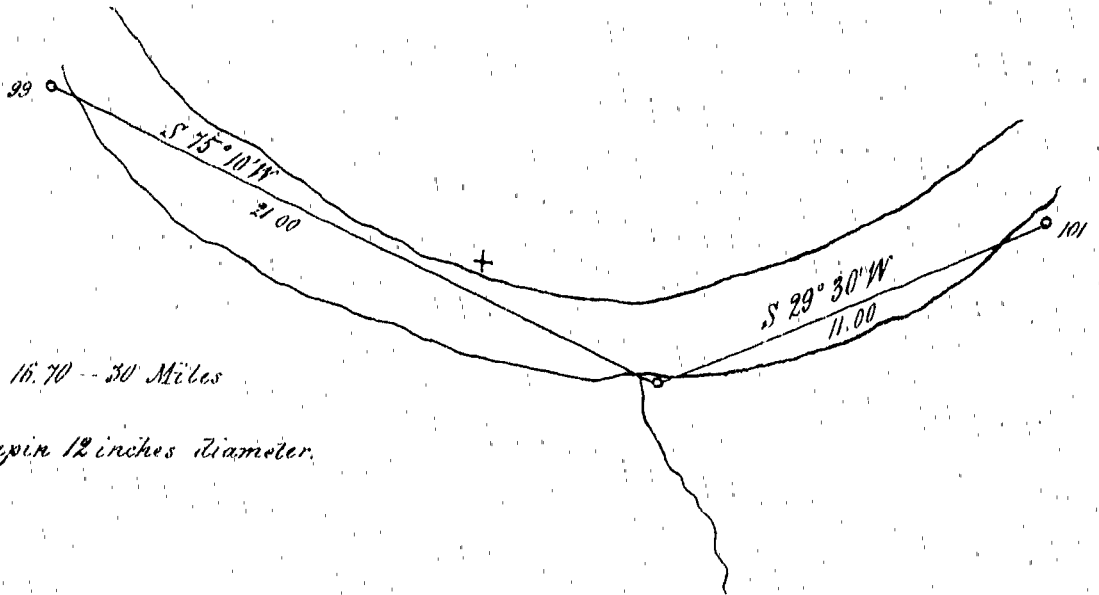
x at 17.70 - 27 Miles
 a Bouleau d'inches
 diameter.



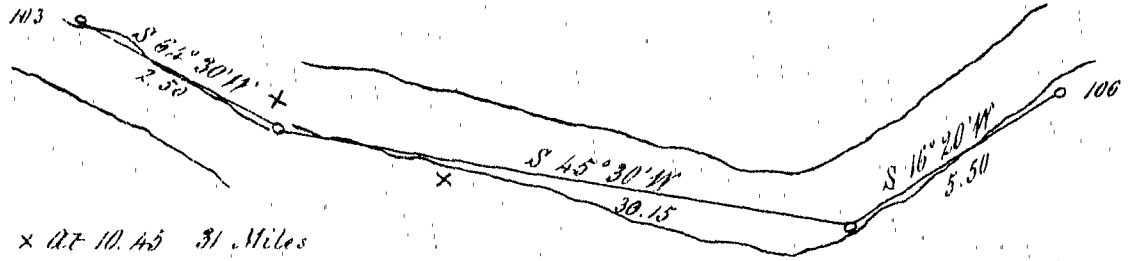


Pine, Spruce, Bouleau, & Aspen
 Soil Middling — Frequent Meadows.



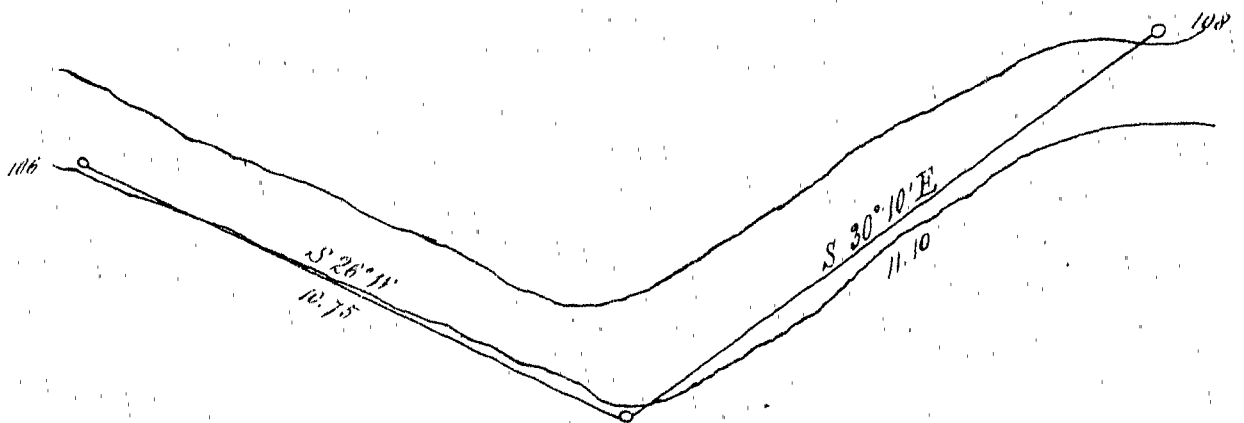


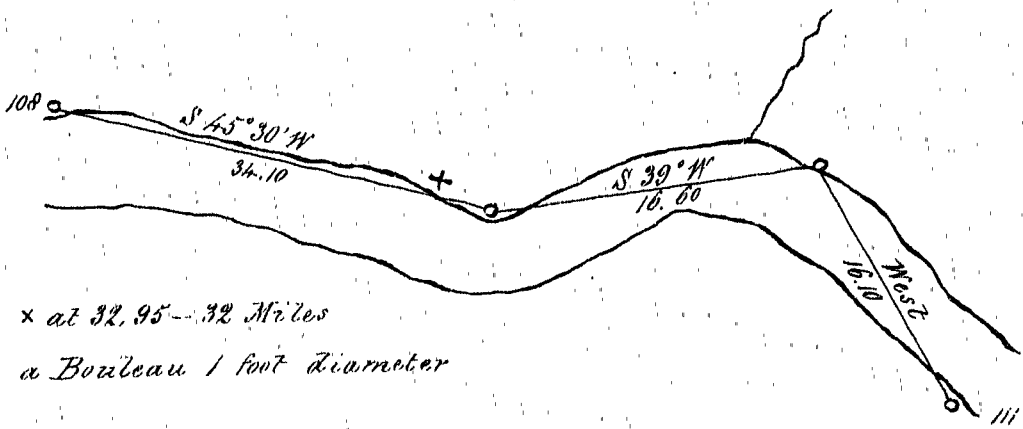
+ Transfer Station across
River 2.00 wide.



x at 10.45 31 Miles

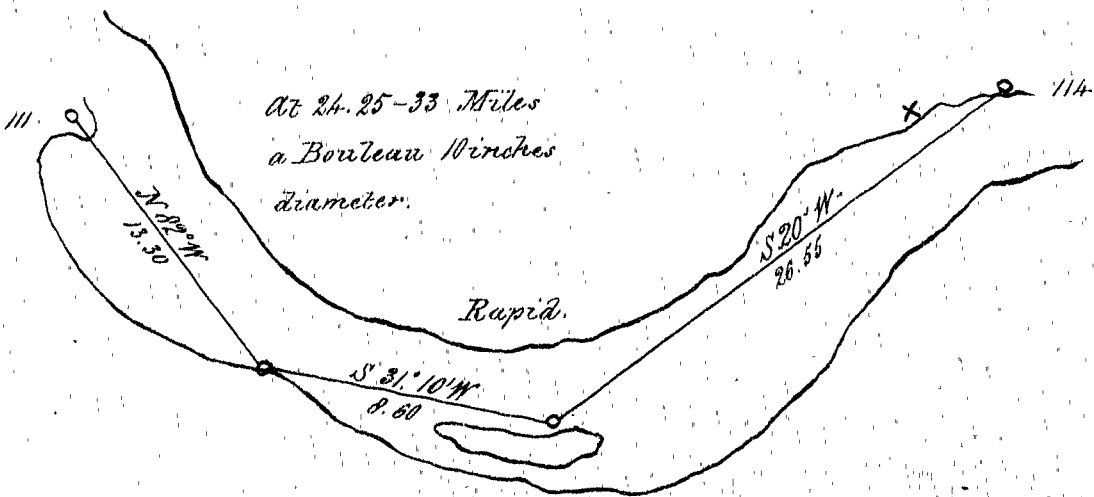
a Sapin 9 inches diameter.



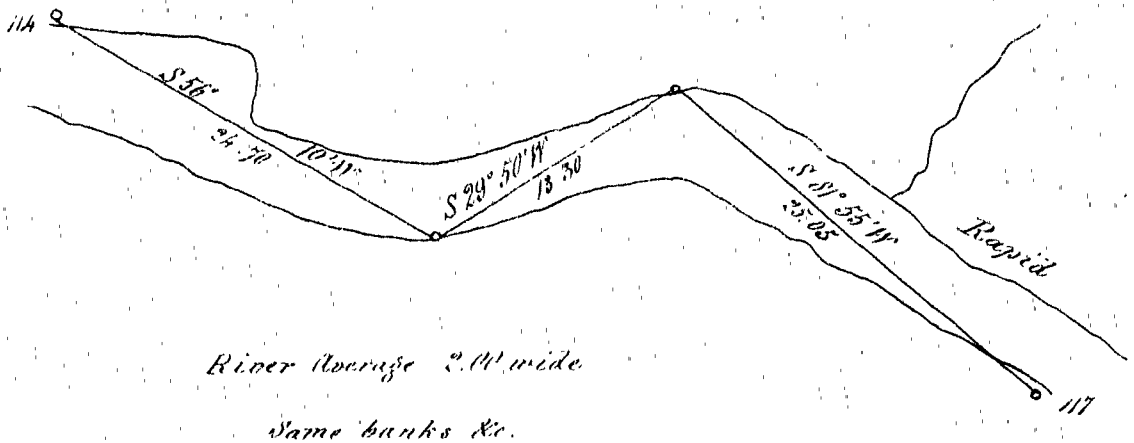


x at 32.95--32 Miles
a Bouleau 1 foot diameter

Banks hilly - Spruce, Bouleau
& Aspen. Sandy Soil - good.

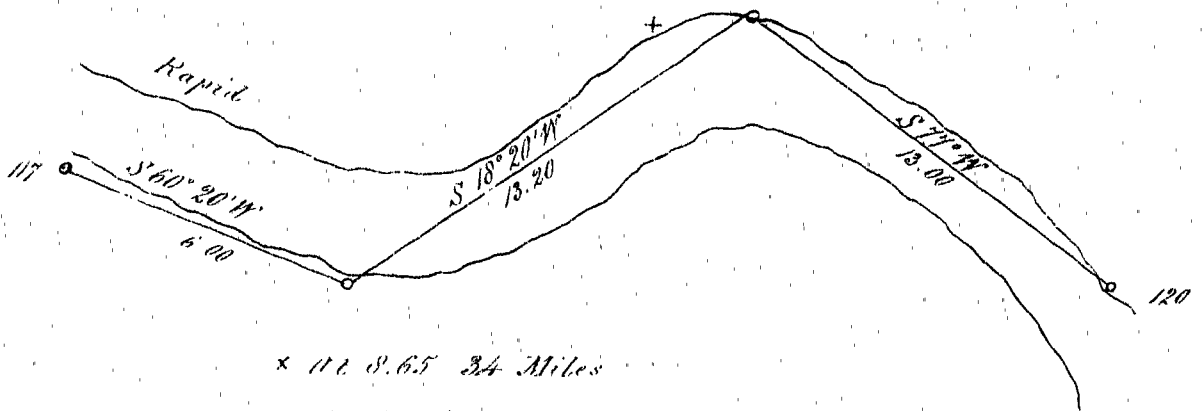


At 24.25-33 Miles
a Bouleau 10 inches
diameter.



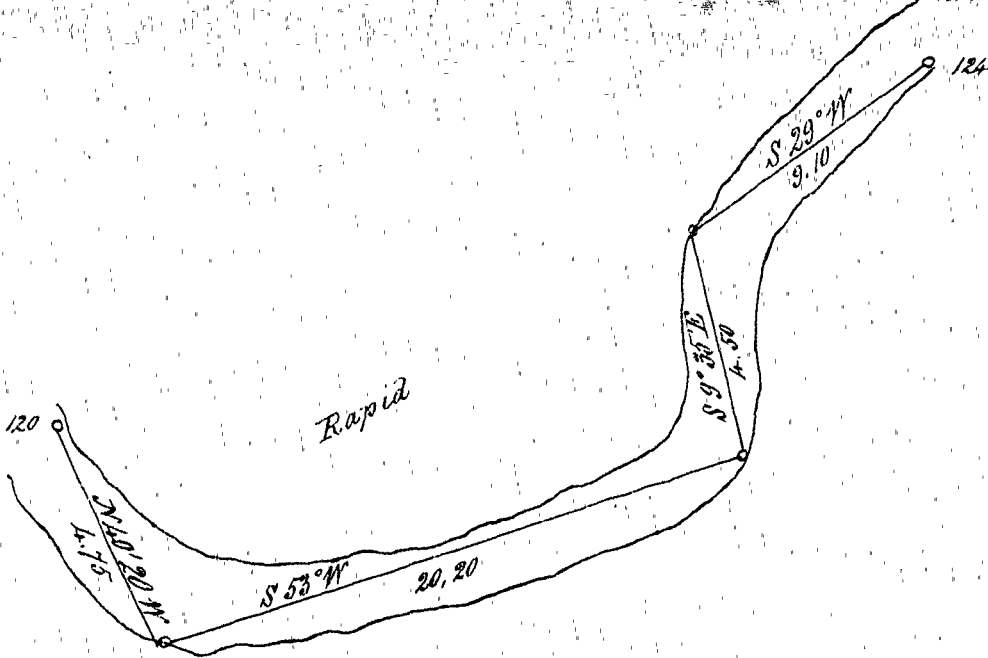
River Average 2.00 wide

Same banks &c.

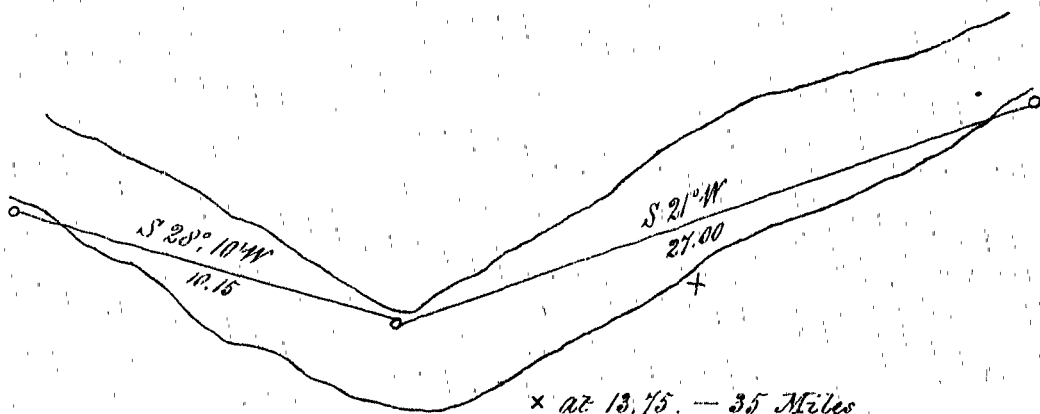


x 11.8.65 34 Miles

u Sapin Pinchos diameter.



Great deal of Red Pine ahead.



Banks hilly
Soil middling.

* at 13.75. - 35 Miles
a Bouleau 1 foot diameter.

Large Quantities of Red Pine off from the River.

Crown Land Department
Montreal 20th July 1851
Copy of Original of Record in this Office

J. M. Bonhomme
for the Com^r of Crown Lands.

SUPPLEMENTARY RETURN

TO AN ADDRESS OF THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated 12th June, 1851, for Copies of the Field Books, Diaries, Field Notes, and other Papers and Documents mentioned in the Reports of the Scaling of the River St. Maurice, by Hilarion Legendre, Sworn Surveyor, from the 15th April to the 2nd May, 1847, and by John Bignell, Provincial Surveyor, on the 26th August, 1847, 11th May, 1848, and 13th November, 1848, and accompanying the said Reports, &c.

By Command.

J. LESLIE,
Secretary.SECRETARY'S OFFICE,
Toronto, 20th August, 1851.

SCALING of the RIVER ST. MAURICE, beginning at the Portage of the PETITES PILES, and extending to the point where the North-east Line of the SEIGNIORY of the CAP DE LA MAGDELEINE meets the said River St Maurice, and follows it as far as the said Portage of the Petites Piles, setting out from Point A. marked in my Plan.

Courses.	Arpents.	Perches.	Feet.	REMARKS.	
N. 85° W.	6	1	0	Constantly keeping on the North-east side.	
Angle 51.					
S. 71° W.	3	0	0	Keeping on the North-east side, which is a perpendicular rock.	
Angle 156½.					
N. 26° W.				Small brook, South-west, 4 feet wide.	
Angle 98½.					
N. 13° E.	6	0	0	Large rock on North-east side.	
to	9	0	0	Crossed the North-east line of the Seigniorv of the Cap de la Magdeleine.	
Angle 39.					
to	22	0	0	Islands South-west of the River, containing 25 arpents in superficies.	
to	27	2	0	Little River on the North-east side, 25 feet wide, and I took its bearings North 65° East.	
	39	0	0	This course follows the North-east side.	
N. 26° W.					
Angle 39	5	6	0	A fine level on both sides of the River, and small mountains in the rear.	
N. 49° W.	to	23	2	0	A small brook, North-east, between two small mountains. Took the bearings North 85° East.
Angle 28.					
to	26	1	0	A small brook, North-east, 2 feet.	
	26	4	0	Reached the North-east side of the Fall of the Grandes Piles.	
S. 50° W.				This course crosses the River St. Maurice, 6 perches above the Fall of the Grandes Piles.	
Angle 99.					
to	4	2	0	Extremity of the Creek and Portage.	
N. 38° W.	to	10	0	0	Came to the South-west hill, between two small rivulets.
	4	8	0	0	A small River or outlet of a Lake, on the South-east side, 36 feet wide.
Angle 88.					
N. 2° W.	to	15	6	0	Good land on the South-west.
	10	0	0	0	A small stream, South-west, 4 feet wide. A fine point of land to the South-west, and a large mountain, North-east.
Angle 35½.					
	24	0	0		

Appendix
(G.G.G.)

SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

20th August.

20th August.

Courses.		Arpents.	Perches.	Feet.	REMARKS.
N. 42° W.....	to	8	0	0	A Creek, South-west, and two small Islands, lying near the South-west bank.
Angle 40½.	to	29	0	0	A stream, South-west, 12 feet wide, and Strawberry Islands, nearly on the North-east side of the River, which Island contains 21 arpents in superficies. The River St. Maurice is 19 arpents wide, opposite the above mentioned Island. High mountains to the North-east of the said River Saint Maurice.
N. 2° E.	to	34	0	0	A fine level to the South-west. Elms, cedars, hickory.
		12	0	0	A small Island, 4½ arpents long, on the South-west side of the River.
	to	20	0	0	Lofty mountains to the North-east, cut through almost perpendicularly, and a small stream or River, on the South-west side. 12 feet wide.
	to	47	0	0	A small stream, North-East, 3 feet.
		49	0	0	
N. 22° W.....		38	0	0	Good land on the South-west side, and mountains to the North-east.
Angle 24.					
N. 35° W.....					
N. 35° W.....	to	10	0	0	Outlet of the Fish Lakes. Good land on both sides of the River St. Maurice.
Angle 18.		18	0	0	
N. 15° W.....		10	0	0	Good land on both sides of the River.
Angle 20.					
N. 0° 5' W.					
Angle 15		8	0	0	Good soil on both sides.
N. 6° E.	to	7	5	0	A jetty made with logs, about six years ago, belonging to the late Edward Grieves.
Angle 6.		16	0	0	
N. 30° E.....	to	2	0	0	Outlet of Mad Lake, 50 feet wide. Took the bearings of the said outlet, North 68° West.
	to	11	4	0	Planted two cedar posts, one on each side of the River St. Maurice, to shew about where the South-west line of the Seigniorie of Batiscan will pass, marked, on the North-east side, "Batiscan," on the South-west side, W.L.C. I did not stop there long, having heard that Mr. Bochet was about to establish the South-west line of the said Seigniorie of Batiscan. I continued my Sealing.
N. 36° E.....	to	11	0	0	Isle aux Morpions. It is about 1 arpent in length, ½ arpent in width.
Angle 6.	to	22	4	0	A stream, South-west, 13 feet.
	to	25	0	0	A stream, North-east, 10 feet.
	to	32	0	0	The narrow of the first Bouleau Island, which contains 90 acres in superficies, and on the South-west side of which is another small Island, containing 9 arpents in superficies.
	to	37	0	0	A stream, North-east, 15 feet.
		50	0	0	
N. 24° E.....	to	20	0	0	Begins another little Island, containing 4 arpents in superficies.
Angle 16.....	to	32	0	0	Another Island, containing 12½ arpents in superficies.
	to	35	0	0	A stream, South-east, about 6 feet.
	to	41	0	0	Another Island, containing 72 arpents in superficies. Fine land on both sides of the River.
		91	6	0	
N. 51° W.....					Before measuring this line, I took the bearings of the River Méquinac, on the North-east of the River St. Maurice, North 16° West. This small River is 9½ perches wide. The South-east side of this little River is a large rocky mountain, and the North-west side is a fine flat, with excellent soil.
Angle 75.					
	to	14	0	0	Island of Méquinac, which contains 10 arpents in superficies. The River St. Maurice is about 18 arpents wide.
	to	48	0	0	A small Island, North-east, about 1½ arpent long, by 5 perches in width.
		50	0	0	
S. 71° W.....	to	1	0	0	A stream, North-east, 6 feet.
Angle 120.	to	3	0	0	A stream, South-west, 3 feet.
	to	12	0	0	A stream, South-west, 3 feet.
	to	13	0	0	A stream, North-east, 6 feet. A mountain on each side of the River St. Maurice.

Appendix
(G.G.G.)

SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

20th August.

20th August.

Courses.		Arpents.	Perches.	Feet.	REMARKS.
N. 56° W.....	to	14½	0	0	A Stream, South-west, 3 feet wide. On North-east side, a mountain of almost naked rock.
Angle 127½.		26	2	0	
N. 73° W.....	to	5	0	0	Stream, South-west, 6 feet.
Angle 16.		6	0	0	Stream, North-east.
	to	6	5	0	do do
	to	22	0	0	Mountain on each side; pine, white birch.
	to	32	6	0	do do do
N. 32° W.....	to	6	0	0	Stream, South-west, 6 feet.
Angle 41½.		20	0	0	Manegonce Rapid.
	to	31	0	0	Stream, North-east, 18 feet in breadth.
	to	32	6	0	
S. 66° W.....	to	6	0	0	Log hut belonging to the late Edward Grieves, about six years ago. Almost the entire side of this course was wooded with small red pine, and the South-west with mixed wood.
Angle 98.		40	4	0	
N. 60° W.....		9	0	0	This course will approach the South-west line of the Seigniorie of Batiscan, and will pass at the distance of about 5 arpents.
N. 13° W.....	to	21	0	0	Island of the Five Lakes, containing 4 arpents in superficies.
Angle 48.		24	0	0	Outlet of the Five Lakes; on the South-west side of the River, 10 feet in breadth. I took the bearings of the outlet aforesaid, South 48° West.
	to	24	6	0	
N. 3° W.		15	2	0	Small red pines to the North-east, and mixed wood to the South-west.
Angle 9.					The North-east and South-west sides are planted with small red pines and white birch.
N. 25° W.....					
Angle 21.					
N. 6° E.....	to	22	0	0	Matawin River, to the South-west, 2 arpents 4 perches in breadth.
	to	27	0	0	Bearings, North 80° West.
	to	39	0	0	Matawin Island, containing 36 arpents in superficies.
	to	41	0	0	
N. 38° E.....	to	22	0	0	Fine mountain to the South-west.
Angle 31½.		25	0	0	Hardwood.
N. 87° E.....	to	9	0	0	Stream, North-east, 4 feet wide.
Angle 47½.		27	0	0	do do do
	to	28	2	0	
N. 12½° E.....					Part of the Caribou Mountain. Arrived at a little stream, on the North-east side, 10 feet wide.
N. 1° W.....					Mountain on each side. Birch to the South-west, and pine to the North-east.
Angle 15.		20	8	0	
N. 17° E.....	to	7	0	0	Stream, South-west, 4 feet wide.
	to	18	0	0	do or Skunk River, 18 feet wide.
	to	18	6	0	
N. 20° E.		27	8	0	Mountains of white birch North-east; and level, South-west, and mountains in the rear.
Angle 3½.		22	0	0	Rivière à l'Oiseau, North-east, 20 feet wide, and a stream to the South-west.
	to	57	0	0	Stream, North-east, 6 feet wide.
	to	78	5	0	
N. 9° E.....	to	5	0	0	Stream, South-west, 3 feet wide.
Angle 29.		13	0	0	Stream, North-east, 10 feet wide.
	to	20	0	0	
N. 51° E.....	to	22	0	0	Stream, North-east, or South-west, 4 feet wide. Mountains on each side. Pine and white birch.
Angle 42.		25	6	0	
N. 4° E.....	to	18	0	0	Stream, South-west, 4 feet wide.
Angle 46.		20	0	0	Landed to the North-east, and a large Creek South-west. Fine levels on each side, and mountains in the rear.
	to	26	2	0	
N. 28° E.....	to	31	3	0	Fine mountain, North-east covered with pine and white birch.
Angle 22.		34	8	0	
N. 11° E.....	to	6	0	0	An almost perpendicular rock, South-west.
Angle 13½.		14	0	0	A small River, North-east, 15 feet wide; and a stream, South-west, 5 feet wide.
North.....	to	30	5	0	Arrived at an Island of rock, at the highest point, containing about 36 arpents in superficies.
	to	34	4	0	

Appendix
(G.G.G.)

SURVEY of the RIVER ST. MAURICE, &c.—(Continued.)

Appendix
(G.G.G.)

20th August.

20th August.

Courses.		Arpents.	Perches.	Feet.	REMARKS.
N. 27° E.	to	6	2	0	End of the Island aforesaid.
Angle 15.	to	20	4	0	Large rocks, almost bare, on both sides of the River.
		20	4	0	
N. 36° E.					
Angle 7½.	to	10	4	0	Large mountains of rock on either side.
		10	6	0	
N. 33° E.	to	2	0	0	Island, containing about 20 arpents in superficies.
Angle 4.	to	11	0	0	
		34	0	0	
N. 51° E.	to	23	0	0	Small stream, South-west, 2 feet wide.
Angle 18.		24			
N. 24° E.					Before leaving, I took the bearings of the River Batiscan, North 74° East, about 8 arpents off. It is 30 feet wide.
	to	22	5	0	
		86	0	0	Small Island, 1 arpent in length, and a large rock, South-west.
N. 1½° E.					Fine Mountains on both sides of the River. White birch woods North-east, and prairies South-west.
Angle 21½.	to	8	0	0	
	to	10	0	0	
	to	21	0	0	
	to	70	5	0	
N. 28° E.		12	4	0	I took the bearings of the River Wossoneau, North 66° West. This River is about 1 arpent 9 perches in breadth.
	to	18	8	0	
	to	25	25	0	

Conclusion of the Survey aforesaid, which has taken me 18 days, including the time occupied by me in going home to the Parish of St. Maurice.

HIL. LEGENDRE.

Distance from the Petites Piles to the Rivière au Rat, 16 leagues 47 arpents and 5 perches.

Distance between the River St. Lawrence and the said Rivière au Rat, 28 leagues 19 arpents.

(Signed,) HIL. LEGENDRE.

A True Copy of the original remaining of Record in this Office.

(Signed,) JOS. BOUCHETTE,

For the Commissioner of Crown Lands.

CROWN LANDS OFFICE,

This 15th day of the month of August, 1851.

R E T U R N

TO AN ADDRESS FROM THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated the 28th May, 1851, praying His Excellency to cause to be laid before the House, "An Account, in detail, of the amount of money collected for Timber or Wood, cut " on Crown and Clergy Reserves, and each of them, in the County of Peterborough, in the " years 1849, 1850 and 1851, and each of them; and the description of Timber and Wood " cut, and whether cut in pursuance of leave granted, or otherwise."

By Command.

J. LESLIE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,

Toronto, 1st August, 1851.

Appendix
(H.H.H.)
2nd August.

Appendix
(H.H.H.)
2nd August.

RETURN of TIMBER CUT on CLERGY LANDS in the COUNTY of PETERBOROUGH, for the year 1849.

Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Amount.		Remarks.
					£	s. d.	
No License.....	Ross & Taylor, per C. Perry	Harvey	95	0	Lots unknown. Posts must have been destroyed.
do	Gilmour & Co.	Smith	32	12	22	9	
do	Gilmour & Co.	Smith	32	10	4	9	
do	Gilmour & Co.	Smith	32	12	6	2	
do	Johnston & Fiddler, per Gilmour & Co.	Belmont	12	1	5	16	
do	Benjamin Weller	Belmont	6	9	7	1	
				£	140	19	5

RETURN of TIMBER CUT on CROWN LANDS in the COUNTY of PETERBOROUGH, for the year 1849.

Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Amount.		Remarks.
					£	s. d.	
No License.....	350 feet, White Pine.....	Smith	38	10	0	14	7
do	1,000 do White Pine.....	Douro	S. 3, 20	1	2	1	8
				£	2	16	3

RETURN of TIMBER CUT on CLERGY LANDS in the COUNTY of PETERBOROUGH, for the year 1850.

Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Amount.		Remarks.
					£	s. d.	
No License.....	550 feet, Elm	Dummer	E. 3, 2	1	2	5	10
do	Henry Foulds.....	Dummer	S.....	5	3	5	2
do	Henry Foulds.....	Dummer	W. 3, 6	6	9	0	0
do	A. C. Thompson	Dummer .....	.....	.....	3	18	4
do	A. C. Thompson	Dummer	W. 3, 2	5	2	12	6
do	A. C. Thompson	Dummer .....	.....	.....	11	7	6
do	A. C. Thompson	Dummer	W. 3, 2	3	4	3	4
		Carried down.....		£	36	12	8

Appendix
(H.H.H.)
2nd August.

RETURN of TIMBER CUT on CLERGY LANDS in the COUNTY of PETERBOROUGH, for the year 1850.—(Continued.)

No License.	Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Amount.		Remarks.
						£	s. d.	
			<i>Brought down</i>					
	A. C. Thompson	1,500 feet, Pine	Dummer	8	3	36	12 8	
do	C. Perry	816 do Elm	Dummer	W. ½, 20	4	3	2 6	
do	Elijah Meyers	2,600 do Pine	Belmont	15	2	5	8 4	
do	Henry Foulds	1,000 do Pine	Otonabee	E. ½, 31	1	2	1 8	
do	Daniel Healy	1,088 do Elm				4	10 3	
do	Daniel Healy	295 do Oak	Asphodel	E. ½, 20	2	1	16 10	
do	Daniel Healy	510 do Elm	Asphodel	W. ½, 20	2	0	12 9	
do	Daniel Healy	102 do Oak	Ops	12	8	2	1 8	
do	H. Baldwin	500 Staves	Asphodel	E. ½, 15	3	2	1 3	
do	Daniel Healy	1,046 feet, Pine.				63	11 2	

RETURN of TIMBER CUT on CROWN LANDS in the COUNTY of PETERBOROUGH, for the year 1850.

No License.	Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Amount.		Remarks.
						£	s. d.	
			Dummer	E. ½, 1	1	5	13 6	
do	Henry Foulds	1,362 feet Elm	Dummer	W. ½, 5	6	6	0 0	
do	Henry Foulds	1,440 do Elm	Dummer	E. ½, 3	3	7	5 10	
do	Henry Foulds	3,500 do Pine	Dummer	E. ½, 4	3	8	15 0	
do	Henry Foulds	4,200 do Pine	Dummer	E. ½, 7	3	4	7 6	
do	Henry Foulds	2,088 do Pine	Dummer	E. ½, 7	6	21	17 6	
do	Henry Foulds	374 do Elm	Dummer	E. ½, 7		3	15 0	
do	A. C. Thompson	3,500 do Oak	Dummer	E. ½, 4	4	5	13 4	
do	A. C. Thompson	680 do Elm	Dummer	W. ½, 17	3	4	19 2	
do	C. Perry	1,360 do Elm	Dummer	N. ½, 19	2	4	19 2	
do	C. Perry	1,190 do Elm	Dummer	S.E. ½, 19	2	9	7 6	
do	C. Perry	2,250 do Elm	Dummer	S. ½, 20	3	7	7 4	
do	C. Perry	1,768 do Elm	Dummer	E. ½, 23	6	4	5 0	
do	C. Perry	1,050 do Elm	Belmont	W. ½, 22	6	6	2 11	
do	Wm. Aytheart	2,950 do Pine	Belmont	E. ½, 2	3	18	2 6	
do	Wm. Edwards	870 Saw Logs	Douro	E. ½, 24	1	115	3 3	

Appendix
(H.H.H.)
2nd August.

Appendix
(H.H.H.)
2nd August.

Appendix
(H.H.H.)
2nd August.

MONEYS PAID by W. S. CONGER to WALTER CRAWFORD, Crown Land Agent, for TIMBER DUES, for the year 1850.

Lot.	Concession.	Township.	Amount.			Remarks.	Township.	Amount.			Remarks.
			£	s.	d.			£	s.	d.	
W. 1, 5	6	Dummer	6	0	0	Brought up	85	11	10		
8	5	Dummer	3	5	2		Asphodel	6	7		6
E. 1, 4	3	Dummer	8	15	0	£	91	19	4		
W. 1, 6	6	Dummer	9	0	0		Total Amount of Dues	178	14		5
W. 1, 17	3	Dummer	5	13	4	LESS—Amount paid W. Crawford	91	19	4	And applied on account of arrears due on the Lots.	
W. 1, 2	5	Dummer	17	18	4		Balance in hands of W. S. Conger	86	15		1
W. 1, 3	4	Dummer	25	12	6						
E. 1, 4	3	Dummer	9	7	6						
E. 1, 20	2	Dummer									
S. E. 1, 19											
Carried up			£	85	11	10					

RETURN of LICENSES GRANTED in the COUNTY of PETERBOROUGH, for the year 1850.

Names.	Description of Timber and Quantity.	Deposits.		
		£	s.	d.
Sanford Baker	1,000 feet, White Pine Saw logs	5	5	0
A. C. Thompson	White Pine Timber	5	5	0
James Cumming	24,000 feet, White Pine Timber	12	10	0
John Rogers	4,000 do White Pine Timber	2	3	4
Mossom Boyd	4,000 do Red Pine Timber	4	3	4
Jacob Snyder	2,000 do Red Pine Timber	2	1	8
James Earle	2,000 do White Pine Timber	1	0	10
Charles Ferry	2,000 do White Pine Timber	1	0	10
		£	38	10

RETURN of TIMBER CUT on CROWN and CLERGY LANDS in the COUNTY of PETERBOROUGH, and Deposits made thereon, for the year 1851.

Names.	Description of Timber and Quantity.	Township.	Lot.	Concession.	Deposits.			Remarks.
					£	s.	d.	
John Gilchrist	2,240 feet White Pine	Douro	15	5	4	18	4	
Gunn & Lefoe	855 do Elm	Belmont	27	11	3	0	3	
James Cumming					25	0	0	
				£	32	18	7	

R E T U R N

TO AN ADDRESS FROM THE LEGISLATIVE ASSEMBLY TO HIS EXCELLENCY THE GOVERNOR GENERAL, dated the 16th June, 1851; praying His Excellency to cause to be laid before the House, "Copies of all Reports made in Duplicate to His Excellency by the Endowment Board of the University of Toronto, and of Upper Canada College and Grammar School, and by the Auditors of Accounts of those Institutions, in compliance with the provisions contained in sections 22 and 23, and 59 and 60 of the University Act of 1849; shewing the state of the Property and Effects, and generally of the Fiscal or Financial Affairs of said University, College, and School, since they were established upon principles 'to consolidate the confidence and ensure the support of all classes and denominations of Her Majesty's subjects'; Also, Copies of all Annual Reports made by the Principal of Upper Canada College, and the Royal Grammar School, shewing their condition and progress, under authority of section 55 of said Act, or such of said Copies of Reports as may have been received by the Government."

By Command.

J. LESLIE,

Secretary.

PROVINCIAL SECRETARY'S OFFICE,
Toronto, 2nd August, 1851.

REPORT OF THE CAPUT, FOR THE YEAR 1850.

THE Provincial Statute 12 Vic. cap. 82, having come into operation according to the terms of section 82, on January 1st, 1850, new Warrants were issued to the President and Professors, conformably to section 46, and the following appointments were made under the authority of sections 17, 18 and 47:

COMMISSIONERS OF VISITATION.

Hon. W. H. Blake, Chancellor, Chairman.
Hon. J. H. Cameron, Q.C. and M.P.P.
John Wilson, Esq., M.P.P.
David Buchan, Esq.
Jas. Henry Richardson, Esq., M.R.C.S. England.
John Burns, Esq., Secretary.

MEMBERS OF SENATE.

Hon. C. Widmer, M.D.
Hon. H. Sherwood, Q.C. and M.P.P.
Jos. C. Morrison, Esq., M.P.P.
J. J. Hayes, Esq., M.D.
David Buchan, Esq.

CROWN MEMBERS OF THE SENATE.

John Cameron, Esq.
Wm. Proudfoot, Esq.
John Roaf, Junr., Esq., M.A.

Oliver Springer, Esq., M.A.
James Hallinan, Esq.
John McMurrich, Esq.

COLLEGIATE MEMBERS OF THE SENATE.

Shortly after the issuing of the Warrants of appointment, a preliminary meeting of the Members of the Senate was called by the President to consider the steps which should be taken to fill up the vacant offices, and organize the different bodies constituted by the Statute. The topics which were discussed at that Meeting were subsequently brought under the consideration of the Commissioners of Visitation; and they prepared some temporary Statutes on the subject, in conformity to which, Meetings were held by the Faculties and the Convocation. At the Meetings of the Faculties, on March 18th, the following Professors were elected Deans:—Dr. Connor, Law; Dr. Nicol, Medicine; and Rev. Dr. Beaven, Arts.

On the 23rd instant, the Convocation elected the Hon. Mr. Chief Justice Macaulay, Chancellor; L. W. Smith, B.C.L. pro Vice-Chancellor; and George Crookshank, M.A., Member of the Caput. Mr. Chief Justice Macaulay having declined accepting the office, a new election took place at a Statutable meeting of Convocation, on May 1st, when the Hon.

Appendix
(I.I.I.)

2nd August.

P. B. de Blaquièrè was elected. On the 23rd of the same month the Chancellor was installed, and on the 25th he presided at the first meeting of the Senate. At this meeting Professor Croft was elected Vice-Chancellor, and Dr. Hayes a Member of the Endowment Board. The next step was to organize the Caput, and with this object the draft of a Statute was introduced into the Senate on 25th June and passed on 6th July. On July 10th the Caput proceeded to the election of a Member of the Endowment Board. James Henderson, Esq., was elected, but as he declined accepting the office, a new election took place on the 26th of the same month, when George Percival Ridout, Esq., was chosen in place of Mr. Henderson. The organization of the Endowment Board having been completed by the appointment of the Hon. Francis Hincks as Chairman, the first meeting of that body was held on August 13th, 1850. As doubts were entertained regarding the competency of the Caput to enter on the duties assigned by the 15th Section of the Statute, before the passing of a Statute "regulating the mode and manner of exercising the powers vested in it," it was deemed expedient to defer taking action until the business of Term should render it necessary. On December 7th, a draft of the required Statute was introduced into the Senate. It was passed on February 22nd, 1851, and on the 3rd of that month, the Caput held its first meeting for the transaction of ordinary business. Since that time, this body, in common with the Convocation, the Senate, the Faculties, and the Endowment Board, have continued in the uninterrupted discharge of the duties assigned by the Provincial Statute.

As the Caput have now stated the circumstances under which the new constitution was brought into operation, they beg to subjoin detailed information relative to the general state, condition, progress, and prospects of the University, but they deem it inexpedient at present, after so brief experience of the working of an untried system, to make any suggestions for its improvement, particularly as the Commissioners of Visitation are still engaged in preparing additions and alterations, and the Commissioners of Inquiry have not presented their final report relative to the Financial Affairs of the Establishment.

I.—BUILDINGS.

The business of the University is at present conducted in the Eastern Wing on the University grounds, in a new building (also in the University grounds) erected at the close of the past year, for the use of the Medical School; and in a house in Wellington Street, leased from George Ridout, Esquire. In the Eastern Wing provision is made for the Lectures of the Professors in the Faculties of Law and Arts, and for two of those in the Faculty of Medicine. In addition to four Lecture-rooms, and some smaller apartments, occupied by the President and Professors, it supplies accommodation for the Library, the General Museum, the Philosophical and Chemical Apparatus, and the Laboratory. In it, also, the Steward and one of the Servants, with their families, reside. Of the public rooms in this building, there is not one of sufficient dimensions to meet the requirements of the University. Nor is there, in any of the buildings, suitable accommodation for the purpose of examination, or for the use of the Convocation.

The new building for the use of the Medical School supplies a convenient Anatomical Museum, a large Lecture-room, and a commodious Dissecting-

room, with private apartments for Professors and for the curator of the Museum. In it, also, rooms are provided for the residence of a Servant and his family.

The Convocation, the Senate, the Caput, the Faculties, and the Endowment Board hold their meetings in the house hired from Mr. Ridout; and here, also, the business of the Bursar's Office is conducted. In it the Messenger and his family reside.

The Caput are happy to be able to add, that the great inconvenience which has hitherto been felt, in consequence of insufficient accommodation, will soon be remedied by the erection of new buildings. With this object, a Statute has been passed by the Senate, a Building Committee appointed, and Architects invited by public advertisement to send in designs.

II.—GROUNDS.

The University Park and Avenues have been kept, during the past year, in their usual good order, and continue to be as attractive as hitherto to the citizens and strangers. A measure was in contemplation, at the close of the year, for appropriating not less than fifty acres for the establishment of an experimental Farm and a Botanical Garden. This measure has since been adopted, and will form one of the subjects of the next Annual Report.

III.—LIBRARY, MUSEUM, AND APPARATUS.

During the past year no additions or alterations, worthy of notice, have been made in those departments. At the close of the year 1849, the number of volumes in the Library was materially diminished by the removal of the Books which had been presented by the Society for promoting Christian Knowledge. The removal was made in anticipation of the claim contemplated in the 81st section of the Provincial Statute, and was, at the time, rendered necessary by the limited accommodation afforded in the rooms appropriated for the Library in the Eastern Wing. The causes of the want of any considerable improvement in these departments, are to be found, not merely in the state of transition, in which the University has been during the past year, and which concentrated the attention in the points essential for organization, but also in the temporary character and total inadequacy of the only provision which, under existing circumstances, could be made for their accommodation.

The Library at present contains about 4,500 volumes; of these, about 2,000 are in Classics, History, Biography, General Literature, &c.; 2,000 in Medicine, Natural History, Mathematics, and Physics, and the fine and useful Arts; and about 500 in Theology.

The general museum presents little more than the nucleus of a collection in several departments of Natural History. The most valuable and most numerous specimens are in Conchology and Entomology. The number of preparations in the Anatomical and Pathological Museum is about 160, of these 23 have been added during the present year. The collections illustrative of other branches of Medical Science comprehend in *Materia Medica*, about 360 preparations, and in Medical Jurisprudence about 140, exclusive of the apparatus belonging to each of these departments. Of Surgical Instruments, there are about 400. In the department of Chemistry, the

Appendix
(I.I.I.)

2nd August.

Appendix
(I.I.I.)

2nd August.

collection comprises the following:—115 in Electricity, Galvanism, Magnetism, and 180 in Optics, Heat, Crystallography, and 100 in Secknology, 500 in Chemical Mineralogy, 1,300 Chemical preparations, (of which about 150 were added last year,) and a very considerable supply of Chemical apparatus.

The different branches of Natural Philosophy are illustrated by a collection numbering about 180 pieces: 30 in Statics, 14 in Dynamics, 51 in Hydraulics, 12 in Acoustics, 13 in Heat, 42 in Optics, 16 in Astronomy, &c., and 10 Calculating and Drawing Instruments.

IV.—OFFICERS.

The Caput have to record, in addition to the elections noticed in the report, the appointment of Jas. H. Richardson, M.D., to the Professorship of Practical Anatomy and Curatorship of the Anatomical Museum, in place of Henry Sullivan, M.R.C.S., England, deceased. By the death of this gentleman, who had discharged the duties of these Offices since the opening of the University, the Institution was deprived of the services of a most skilful Anatomist and most successful Teacher.

The Caput have also to record the loss of the services of Dr. Boys, Bursar and Registrar, by resignation; and of Mr. John Wedd, Superintendent of the Grounds, by death. They avail themselves of this opportunity to testify their sense of the valuable services which were rendered to the Institution by these faithful and laborious Officers, in their respective capacities, during a period extending in the former case, over eleven years; and in the latter over more than twenty. Allan Cameron, Esq., has been appointed by the Endowment Board, to the vacant Office of Bursar, and temporary provision has been made for the discharge of the duties performed by the late Mr. Wedd, by the appointment of Mr. Orris, as Acting Superintendent.

At the close of the year, T. M. Hirschfelder, Esq., who had long and efficiently discharged the duties of Hebrew Tutor, received the appointment of Lecturer on Oriental Literature.

In consequence of the illness of the Rev. R. N. Murray, the duties of his Professorship have been discharged since Michalmas term, 1850, by J. B. Cherinan, Esq., M.A., Fellow of St. John's College, Cambridge.

V.—PROCEEDINGS OF SENATE.

Subjects of Statutes passed during the year 1850:—

1. Rules relative to proceedings, passed 6th July.
2. Meetings of Caput, do do do
3. Chair of Practical Anatomy, do do do
4. The Proctors, do do do
5. Chair of Practical Anatomy, passed 13th August.
- A. Secretary of Senate, passed 17th August.
6. Building for Medical School, passed 31st August.
7. Payment of Clerks of Commission of Inquiry, passed 14th September.
8. Investment of Funds, passed 21st September.
9. Degrees in Medicine, do 28th do
10. Endowment Board, do 31st October.
11. Convocation, do 2nd November.
12. Payment for Periodicals and other Works, for Library, passed 16th November.

13. Degrees to be conferred on Professors, passed 16th November.
14. Salaries of Professors and Officers, passed 23rd November.
15. Practical Instruction in Obstetrics, passed 7th December.
16. Grant of Money to Bursar, passed 7th December.
17. Free Education of the Sons of Principal and Masters of Upper Canada College, passed 21st December.
18. Lectureship in Oriental Literature, passed 21st December.
19. Salary of President, passed 28th December.
20. Payment of Clinical Lecturers, passed 28th December.

VI.—STUDENTS.

(1.) *Number Admitted during the year 1850—52.*

Matriculated, 15; Occasional, 37.

(2.) *Birth-places.*

Matriculated.—11, Upper Canada; 1, Lower Canada; 2, England; 1, Ireland.

Occasional.—13, Upper Canada; 3, Lower Canada; 8, Scotland; 6, England; 4, United States; 3, Ireland.

(3.) *Ages.*

Matriculated.—Maximum, above 20; minimum, above 16; average, above 18.

Occasional.—Maximum, above 34; minimum, above 16; average, above 23.

(4.) *Religious Denominations.*

Matriculated.—10, Church of England; 3, Congregationalists; 1, Presbyterian Church of Canada; and 1, Universalist.

Occasional.—16, Presbyterian Church of Canada; 10, Church of England; 2, Church of Scotland; 2, United Presbyterian; 2, Methodists; 1, Congregationalist; 1, Baptist; 1, Society of Friends; and 2, unknown.

(5.) *Total number of Students attending Lectures at the close of the year—120.*

The number of individuals was 119; 1 attended lectures in two Faculties, 9 in Faculty of Law, 42 in Faculty of Medicine, and 69 in Faculty of Arts. Of these, 12 were Graduates, 39 matriculated Students, and 68 occasional Students.

(6.) *Birth-places of Students attending Lectures, &c.*

Graduates.—8, Upper Canada; 1, Lower Canada; 2, Ireland; and 1, England.

Matriculated.—23, Upper Canada; 3, Lower Canada; 7, England; 3, Ireland; 1, Malta; 1, East Indies; 1, West Indies.

Occasional.—24, Upper Canada; 4, Lower Canada; 19, Scotland; 9, Ireland; 8, England; 4, United States.

Appendix
(I.I.I.)

2nd August.

(7.) *Religious Denominations of Students attending Lectures, &c.*

Graduates.—9, Church of England; 2, Methodists; 1, Church of Scotland.

Matriculated.—29, Church of England; 4, Congregationalists; 2, Church of Scotland; 2, Methodists; 1, Presbyterian Church of Canada; 1, Universalist.

Occasional.—36, Presbyterian Church of Canada; 16, Church of England; 4, Congregationalists; 2, Methodists; 2, United Presbyterians; 1, Church of Rome; 1, Baptist; 1, Society of Friends; 1, none; and 4, unknown.

VII.—GRADUATES.

(1.) *Number of Degrees conferred during 1850—17.*

1, D.C.L.; 3 M.D.; 5, M.A.; 1, B.C.L.; and 7, B.A. Of these, 3 were conferred on Professors, and 1 by admission *ad eundem*.

(2.) *Religious Denominations of Graduates of 1850.*

10, Church of England; 3, Methodists; 2, Congregationalists; 1, Church of Scotland; 1, Church of Rome.

VIII.—GENERAL STATISTICS FROM OPENING OF UNIVERSITY.

(1.) *Number of Students Admitted:—*

*Matriculated.—1843, 31; 1844, 10; 1845, 16; 1846, 17; 1847, 14; 1848, 14; 1849, 8; 1850, 15.

Occasional.—1843, 0; 1844, 23; 1845, 26; 1846, 25; 1847, 32; 1848, 30; 1849, 34; 1850, 37.

(2.) *Number of Degrees conferred.*

1843, 0; 1844, 6; 1845, 22; 1846, 5; 1847, 13; 1848, 14; 1849, 16; 1850, 17. 2, D.C.L.; 9, M.D.; 18, M.A.; 9, B.C.L.; 1, M.B.; 1, C.M.; 52, B.A.; and, 1 Mus. Bac. Of these 3 (in 1850) were conferred on Professors, and 12 by admission *ad eundem*.

IX.—PRESENT ESTABLISHMENT, 31ST DECEMBER, 1850.

(1.) *Officers and Servants.*

Visitor.—Right Honorable JAMES, Earl of ELGIN and KINCARDINE, K.T., M.A. Governor General, &c.

Chancellor.—Honorable P. B. DeBlaquière, M.L.C.

Vice Chancellor.—H. H. Croft, Professor of Chemistry and Experimental Philosophy.

President.—Rev. John McCaul, L.L.D., Professor of Classics, Logic, Rhetoric, Belles Lettres, &c.

Pro Vice-Chancellor.—L. W. Smith, B.C.L.

Deans.—Law, S. Connor, L.L.D.; Medicine, W. B. Nicol, M.D.; Arts, Rev. Jas. Beaven, D.D.

* Of these, 5 were incorporated from other Universities.

Professors.—Rev. Jno. McCaul, L.L.D., Classics, Logic, Rhetoric, and Belles Letters;—Rev. James Beaven, D.D., Metaphysics and Ethics;—H. H. Croft, D.C.L., Chemistry and Experimental Philosophy;—W. C. Gwynne, M.B., Anatomy and Physiology;—John King, M.D., Medicine;—W. Beaumont, F.R.S.C., England, Surgery;—George Herrick, M.D., Obstetrics and Diseases of Women and Children;—W. B. Nicol, M.D., Materia Medica, Pharmacy, and Botany;—Reverend Robert Murray, M.A., Mathematics and Natural Philosophy;—Lucius O'Brien, M.D., Medical Jurisprudence;—Skeffington Connor, L.L.D., Law and Jurisprudence;—J. H. Richardson, M.D., Practical Anatomy.

Lecturer.—J. M. Hirschfelder, Oriental Literature.

Librarian.—Reverend Jno. McCaul, L.L.D.

Assistant Librarians.—R. G. Westropp, M.A.; W. C. Chewett; M. B. Mackenzie, B.A.; A. J. Grant, B.A.; G. F. Loring, B.A.; J. B. Dack, B.A.

Curator of General Museum.—H. H. Croft, D.C.L.

Curator of Anatomical and Pathological Museum.—J. H. Richardson, M.D.

Bursar and Secretary of Endowment Board.—Henry Boys, M.D.

Solicitor.—Skeffington Connor, L.L.D.

Bookseller.—Henry Rowsell.

Printers.—Rowsell and Thompson.

Acting Superintendent of Grounds, Steward and Bedel.—Daniel Orris.

Attendants, &c.—Nine.

(2.) *Members of Convocation.*

Hon. P. B. de Blaquière, Chancellor; H. H. Croft, D.C.L., Vice Chancellor; Rev. John McCaul, L.L.D., President; L. W. Smith, B.C.L., Pro Vice-Chancellor; Rev. James Beaven, D.D., Professor Metaphysics and Ethics; W. C. Gwynne, M.B., Professor Anatomy and Physiology; John King, M.D., Professor Medicine; W. Beaumont, F.R.C.S., England, Professor Surgery; G. Herrick, M.D., Professor Obstetrics and Diseases of Women and Children; W. B. Nicol, M.D., Professor Materia Medica and Pharmacy; Rev. Robert Murray, Professor Mathematics and Natural Philosophy; Lucius O'Brien, M.D., Professor Medical Jurisprudence; Skeffington Connor, L.L.D., Professor Law and Jurisprudence; J. H. Richardson, M.D., Professor Practical Anatomy; Rev. J. F. Lundy, D.C.L.; Henry Boys, M.D.; James Bosell, M.D.; John Scott, M.D.; Stafford Lightbourne, M.A.; William Ramsay, M.A.; F. W. Barron, M.A.; William Wedd, M.A.; George Crookshank, M.A.; Rev. Walter Stennett, M.A.; John Roaf, M.A.; Rev. Elliot Grasett, M.A.; Ira Lewis, M.A.; R. G. Westropp, M.A.; S. S. McDonell, M.A.; Rev. H. B. Jessopp, M.A.; Rev. Edward Baldwin, M.A.; John Helliwell, M.A.; G. W. Draper, M.A.; T.

A. McLean, M.A.; Arthur Wickson, M.A.; John Boyd, M.A.; D. McMichael, B.C.L.; Jesse Hurlburt, B.C.L.; E. M. Hodder, C.M.*

(3.) *Members of Senate.*

Hon. P. B. de Blaquièrre, Chancellor; H. H. Croft, D.C.L., Vice-Chancellor; Rev. Jno. McCaul, L.L.D., President; Rev. James Beaven, D.D., Professor Metaphysics and Ethics; W. C. Gwynne, M.B., Professor Anatomy and Physiology; John King, M.D., Professor Medicine; W. Beaumont, F.R.C.L., England, Professor Surgery; George Herrick, M.D., Professor Obstetrics and Diseases of Women and Children; W. B. Nicol, M.D., Professor Materia Medica, Pharmacy and Botany; Rev. Robert Murray, M.A., Professor Mathematics and Natural Philosophy; Lucius O'Brien, M.D., Professor Medical Jurisprudence; Skelfington Connor, L.L.D., Professor Law and Jurisprudence; J. H. Richardson, M.D., Professor Practical Anatomy; Hon. C. Widmer, M.D.; Hon. H. Sherwood, Q.C., and M.P.P.; Hon. J. H. Cameron, Q.C., and M.P.P.; J. C. Morrison, Esquire, M.P.P.; J. J. Hayes, Esquire, M.D.; David Buchan, Esquire, Crown Members of the Senate; John Cameron, Esquire; Wm. Proudfoot, Esquire; John Roaf, jr., Esquire, M.A.; Oliver Springer, Esquire, M.A.; James Helliwell, Esquire; John McMurrich, Esquire, Collegiate Members of the Senate.

Secretary.—Alan Cameron, Esquire.

(4.)—*Members of Caput.*

Rev. John McCaul, L.L.D., President; S. Connor, L.L.D., Dean of Law; W. B. Nicol, M.D., Dean of Medicine; Rev. Jas. Beaven, D.D., Dean of Arts; George Crookshank, M.A., Secretary.

(5.)—*Members of Endowment Board.*

Hon. F. Hincks, Chairman; J. J. Hayes, M.D. Senate Member; G. P. Ridout, Esq., Caput Member; Hon. J. H. Cameron, Q.C. and M.P.P., U.C.C. Member; Jos. C. Morrison, Esq., M.P.P., U.C.C. Member.

Secretary.—Alan Cameron, Esq.

Bursar's Office.

Henry Boys, M.D., Bursar; Alan Cameron, Senior Clerk; David Gilkison, Second Clerk; James Nation, Extra Clerk; Edward Nation, Extra Clerk.

X.—COMMISSIONERS.

(1) *Of Visitation.*

Hon. W. Hume Blake, Chairman; Hon. J. H. Cameron, Q.C. and M.P.P.; John Wilson, Esq., M.P.P.; David Buchan, Esq.; Jas. H. Richardson, M.R.C.S., England; John Burns, Esq., Secretary.

(2) *Of Enquiry.*

Hon. Mr. Justice Burns; Joseph Workman, M.D.

Clerks.—Fred. Rogers; Terence McKenna; Angus McIntosh; Rice Meridith; Quartus Quaife.

XI—COURSE OF STUDY IN THE DIFFERENT FACULTIES, FOR THE YEARS 1850, 1851.

(1) *Law.*

1st year.—Subjects of Lecture.

2nd year.—Smith on Contracts; Stephen on Pleadings; Phillips on Evidence; Smith's Mercantile Law.

3rd year.—Blackstone's Commentaries, vol. 2; Burton's Law of Real Property; Sugden's Vendors and Purchasers; Saunders' Uses and Trusts; Woodfall's Landlord and Tenant.

For the degree of B.C.L. in addition to the above, Storey's Equity Jurisprudence; Mitford's Equity Pleading; Foublanque's Equity.

The subject of Lecture for Michaelmas Term, 1850, Hilary and Easter 1851, were the Laws of Real Property, Blackstone, Burton, Hayes and Sugden.

The subjects of Lecture for Hilary and Easter, 1850, were the Laws of Evidence, Phillips, Taylor, Starkie, Greenleaf and Gilbert.

(2) *Medicine.*—Requisites for the degree of M.D.

A. Having taken a degree in Arts in this University or in a University or College the degrees of which are recognised by this University, or having passed the Matriculation examination in Greek, Latin and Mathematics*—(and at the beginning of the year 1851, '52 the elements of Natural Philosophy) before the Faculty of Medicine.

B. Having attained the age of 21 years.

C. Having been engaged in Medical Studies not less than four years, having attended not less than two course of Lectures, each of six months duration on the subjects marked 1, 2, 3 and 4, one six months course on the subjects marked 5, 6, 8 and 9, and one three months course on the subject marked 7, in this University or in a University, College or School of Medicine recognised by this University.

1. Practical Anatomy with Dissections.

2. Anatomy and Physiology.

3. Principles and Practice of Medicine.

4. Principles and Practice of Surgery.

5. Materia Medica and Pharmacy.

6. Chemistry.

7. Practical Chemistry.

8. Midwifery and Diseases of Women and Children.

9. Medical Jurisprudence.

Provided always, that at least one year be spent in attending Lectures in this University; and provided also, that certificates for attendance upon more than

* This list contains the names of those who are entitled, by virtue of their Degrees, to sit in Convocation.

* Some modification has been recently made in this portion of the Statute. The subjects of the Matriculation Examination for 1851 are the same as those stated in p. 15.

Appendix
(I.I.I.)

2nd August.

four or less than two of the above subjects in one year, be not received.

D. Having attended the Medical and Surgical Practice of a recognized Hospital for 18 months, and Medical and Surgical Clinical Lectures, during six months of the above time.

E. Having passed Examinations in all of the above subjects. The Examinations to be conducted by printed questions, and *viva voce*, Examinations on the written answers, at the discretion of the Examiners.

F. Having performed the appointed Exercises, which shall consist of a Thesis on some Medical subject chosen by the candidate and approved by the Dean of the Faculty, and the performance upon the dead subject of such capital operations as may be required by the Examiners.

(3.) Arts.—Matriculation Examination.

- A. Classics.—Homer, Iliad, b. 1 and 6; Homer, Odyssey, b. 9; Xenophon, Anabasis, b. 1; Lucian Charon, Vita and Simon, Virgil, Æneid, b. 2 and 6; Horace, Odes, b. 5; Sallust, Catilina, Ovid, Fasti, b. 1; Translation into Latin Verse and Prose.
- B. Mathematics.—Algebra, (Elementary Rules,) Algebra to Quadratic Equations; Euclid, b. 1; Euclid, b. 1, 2, 3, 4, Def. 5, and b. 6.

1ST YEAR.

Michaelmas Term.

- A. Classics.—Homer, Iliad, 13 and 18; Homer Odyssey, 10 and 11. Virgil, Georgics, 1 and 4; Virgil, Georgics 2 and 3.
- B. Mathematics.—Euclid and Algebra.
- C. Chemistry.
- D. Logic, P. 1 and 2.
- E. Ethics.—Paley's Natural Theology; Cicero de Natura, Deorum, Professor's Lectures in Natural Theology.

Hilary Term.

- A. Classics.—Euripides, Alcestis, Æschyles, Prometheus, Horace, Odes, 1, 2, 3, 4.
- B. Mathematics, Euclid, Algebra, and Trigonometry.
- C. Chemistry.
- D. Logic.—P. 3., c. c. 1, 2, 3 and 4.
- E. Ethics.—Paley's Natural Theology, Cicero de Natura, Deorum, Professor's Lectures in Natural Theology.

Easter Term.

- A. Classics.—Lucian, Vitarum, Auctio, and Pucator; Lucian de Hist. Conscribenda; Horace Sal. 1 and 2, and Epist. 1, Horace, Epist. 2.

B. Mathematics.—Algebra and Trigonometry.

C. Experimental Philosophy.

D. Logic, p. 3, to end; Whately's Logic, Analyt.; Onthine and b. 3.

E. Ethics.—Professor's Lectures on Natural Theology.

2ND YEAR.

Michaelmas Term.

- A. Classics.—Æschylus, Prometheus; Aristophanes Clouds; Juvenal, Lat. 3, 10, 13 and 14; Persius, Lat. 1, 2, 3, 5 and 6.
- B. Mathematics and Physics.—Conic Sections; Mechanics.
- C. Rhetoric.—Whateley's; Rhetoric, Aristotle's b. 1.
- D. Ethics.—Paley's Evidences; Cicero de Divinatione; Cicero de Officio.
- E. Metaphysics.—Locke's Essay and Lectures thereon; Cicero Quest. Academ.

Hilary Term.

- A. Classics.—Demosthenes, Phil. 1 and de Pace; Aeschines adversus Cleripontem; Cicero pro Melone and pro Aratio; Cicero de Oratore, b. 1 and b. 2.
- B. Mathematics and Physics.—Analytical Geometry; Hydrostatics.
- C. Rhetoric, Whateley's; Rhetoric, Aristotle's, b. 2.
- D. Ethics.—Paley's Evidences; Cicero de Divinatione; Cicero de Officiis; Cicero Luseul Dispartal.
- E. Metaphysics.—Locke's Essay and Lectures thereon; Cicero Quest. Academ.

Easter Term.

- A. Classics.—Demosthenes, Olynthiacs, 1, 2, and 3; Demosthenes de Corona; Cicero Phil. 2, and pro lign.; Cicero de Oratore, b. 2 and 3.
- B. Mathematics and Physics.—Differential and integral calculus.

Optics.

- C. Rhetoric, Whateley's; Rhetoric, Aristotle's, b. 3.
- D. Ethics.—Cicero de; Cicero Luseul Dispartal.
- E. Metaphysics.—Locke's Essay and Lectures thereon; Cicero de Fato.

Appendix
(I.I.I.)

2nd August.

Appendix
(I.I.I.)

2nd August.

3RD YEAR.

Michaelmas Term.

- A. Classics.—Herodotus, b. 2; Longinus de Sublim. Livy, 24 and 25; Terence; Planter's Caption.
- B. Mathematics and Physics.—Analytical Statics; Analytical Dynamis.

Astronomy.

- C. Chemistry.
- D. Belles Letters.
- E. Ethics.—Butler's Analogy; Paley's Moral Philosophy and Lectures thereon.
- Aristotle's Metaphysics.

Hilary Term.

- A. Classics.—Thucydides, b. 7; Tacitus, Germania and Agricola; *Aristotle, Poetic; *Pindar Olympic Odes; *Tacitus Annals 1, 2, 3; *Lucretius, b. 5.

- B. Mathematics and Physics.—*Geometrical Optics; *Theory of Fluids.

Acoustics.

- C. Chemistry.
- D. Belles Letters.
- E. Ethics.—Butler's Analogy; Paley's Moral Philosophy and Lectures thereon; Aristotle's.
- F. Metaphysics.—Brown's Philosophy of the Mind.

Easter Term.

- A. Classics.—Euripedes, Alcestis; Demosthenes, Olynths, 1, 2, 3; Cicero pro Melone; Juvenal Sat. 3, 10, 13 and 14; Plato, Phædo; Aristophanes, Knights; Livy, 21, 22, and 23; Lucretius, 6.

- B. Mathematics and Physics; *Astronomy; previous subjects revised.

- C. Heat, Electricity; Meterology and Chemical; Physics generally.

- D. Belles Lettres.

- E. Ethics.—Paley's Moral Philosophy and Lectures thereon; Aristotle's.

- E. Metaphysics.—*Brown's Philosophy of the Mind; *Reid's Intellectual Powers; Professor's Lectures on the History of Metaphysics,—specially on Aristotle's Metaphysics.

IX.—SUBJECTS OF EXAMINATION FOR THE MEDAL.

- A. Classics.—Euripedes, Alcestis; Demosthenes, Olynth 1, 2, 3; Longinus, de Sublim.; Aristotle's Poetics; Pindar, Olympic Odes; Plato, Phædo; Aristophanes Knights; Herodotus, b. 2; or, Thucydides, b. 7; Cicero pro Milone; Juvenal, lat. 3, 10, 13 and 14; Livy, 24 and 25; or, Tacitus Germania. and Agricola; Livy 21, 22, and 23; Tacitus Annales, 1, 2, 3; Terence Phomia; Plautus Captia; Lucretius, b. 5 and 6.

- B. Mathematics.—Euclid; Algebra; Trigonometry; Conic Sections; Diff. and Integral Calculus; Analytical Geometry; Analytical Statics; Analytical Dynamics; Geometrical Optics; Theory of Fluids; Plane Astronomy.

- C. Natural Philosophy.—Statics; Dynamics; Hydrostatics; Optics; Acoustics; Astronomy; Chemistry; Heat; Electricity; Meteorology; and Chemical Physics generally.

- D. Ethics.—Paley's Natural Theology; Professor's Lectures in Natural Theology; Cicero de Natura Deorum; Cicero, Luce, Disputal; Cicero de Offices; Cicero de Amioter; Cicero de Divinitation; Aristotle; Paley's Evidences; Paley's Moral Philosophy; Butler's Analogy.

- E. Metaphysics.—Locke's Essay and Lectures thereon; Brown's Philosophy of the mind; Reid's Intellectual Philosophy; Professor's Lectures on History of Metaphysics, &c.; Cicero, Quest. Academ; Cicero, de Fato; Walker's Logic; Whateley's Logic, Analytical Outline, and Book 3.

Appendix
(I.I.I.)

2nd August.

PROGRAMME OF LECTURES, 1850 AND 1851.

	Monday.	Tuesday.	Wednesday.	Thursday.	Friday.	Saturday.	
Faculty of Law.—S. Connor, L.L.D., Professor	8		8		8		During Michaelmas, Hilary, and Easter Terms.
Faculty of Medicine.—Materia Medica.—W. B. Nichol, M.D., Professor	9	9	9	9	9		
Experimental Chemistry	10	10	10	10	10		} During Michaelmas and Hilary Terms.
Practical Chemistry	2	2	2	2	2		
Experimental Philosophy.—H. H. Croft, D.C.L., Professor.....	10	10	10	10	10		During Easter Term.
Obstetrics.—George Herrick, M.D., Professor	10	10	10	10	10		During Michaelmas and Hilary Terms.
Anatomy and Physiology.—W. C. Gwynne, M.B., Professor	11	11	11	11	11		do do do do
Clinical Medicine.—John King, M.D., Professor						1	do do do do
Clinical Surgery.—W. Beaumont, F.R.C.S., England, Professor.....	1						do do do do
Medicine.—John King, M.D., Professor	3	3	3	3	3		do do do do
* Surgery.—W. Beaumont, F.R.C.S., England, Professor	4	4	4	4	4		do do do do
Medical Jurisprudence.—L. O'Brien, M.D., Professor	6	6	6	6	6	6	During Michaelmas Term.
* Practical Anatomy.—J. H. Richardson, M.B., Professor	2	2	2	2	2		During Hilary Term.
Faculty of Arts.—Classics		10		10	10		} During Michaelmas, Hilary, and Easter Terms.
do	11	11			11		
do	12	12	12	12	12		
do	1	1	1	1			
Logic			11				
Rhetoric.....		10					
Belles Lettres				11			
Rev. J. McCaul, L.L.D., Professor.							
Mathematics		11		11			} During Michaelmas, Hilary, and Easter Terms.
do	12	12	12	12	12		
do	1	1	1	1			
Natural Philosophy	10		10				} During Michaelmas, Hilary, and Easter Terms.
do do	11		11		11		
Rev. Rob. Murray, Professor.							
Metaphysics	11		11				} During Michaelmas, Hilary and Easter Terms.
Ethics.....		11		11	11		
do	12	12	9		12		
Rev. J. Beaven, D.D., Professor.							
Hebrew, Chaldean, and Syriac	1	1	1	1	1		} During Michaelmas and Hilary Terms.
do do do	3	3	3	3	3		
do do do	4	4	4	4	4		
J. M. Hirschfelder, Lecturer.							During Easter Term.

JOHN McCAUL,
President.

MEMORANDUM.

The Report of the Auditors has not been received.

PROVINCIAL SECRETARY'S OFFICE,

2nd August, 1851.

THE BOARD OF ENDOWMENT beg leave to make their First Report to the Senate of the University of Toronto, in accordance with the 22nd clause of University Act.

THE Senate are aware that a Commission of Enquiry have been for the past two years and are yet investigating the state of the Endowment. The Board anticipated that the result of this Commission would have been communicated to the authorities of the University of Toronto previous to the 1st January, 1851, and they obviously refrained from investigating many matters relating to the Endowment and its management, being desirous of first availing themselves of the research, investigations and judgment of the Commissioners. Under these circumstances the Board regret that they cannot make a full report to the Senate of the state of the property and effects of the University, nevertheless they deem it to be their duty to report as follows, for the information of the Senate.

On the 13th August, 1850, the Board of Endowment was fully constituted and entered on its duties. On the day previous, the balance on hand in cash to the credit of the Investment fund was £4809 4s. 0½d. from that period to the 31st Dec., 1850, there has been received, on account of that fund from sales, £1981 14s. 2d.; during the same period the Government redeemed £11605 of Debentures belonging to that fund. The Board on the other hand invested in Government Debentures £14500, bearing six per cent. interest, and under a Statute of the Senate, expended in erecting a building for the use of the Medical faculty upon the University grounds in this city £1505, leaving a balance on hand to the credit of the Investment, on the 1st January, 1851, of £2390 18s. 2½d. On the 12th August, 1851, the balance on hand to the credit of the Income Fund was £4346 7s. 4½d. The amount received between that period and the 31st Dec., 1850, on account of interest on sales, investments, promissory notes, rents, fees, together with other incidental receipts £3219 17s. 1½d. The disbursements during the same period chargeable to this fund amount to £6086 8s. 3d., which sum includes £1692 12s. 9d., paid as compensation to Professors

under a Visitorial Statute; £750 as compensation to the late Bursar under a Statute of the Senate, and £439 11s. 3d. on account of the expenses of the Commission of Enquiry under a like authority; leaving a surplus, on the 1st January, 1851, to be transferred under the 42nd clause of the University Act, from the Income to the Investment Fund, of £2018 17s. 4d., which latter sum added to the sum of £2390 18s. 2½d. above mentioned, left a balance in cash to the credit of the Investment Fund, on the 1st January, 1851, of £4409 15s. 6½d.

Previous to the 1st January, 1851, the Board effected no sales and leased no lands of the University. The Board beg leave respectfully to state that this did not arise from any unwillingness on the part of the Board to effect either; nor from want of application, but it arose from the restrictive effect of the Senatorial Statute No. 10, relative to the disposition of the property of the University.

The Board in apportioning between the University and Upper Canada College the joint expense of the Bursar's office for the year ending 31st December, 1850, after having considered as well the quantity of Lands owned by both Institutions under the management of the Board and the receipt of moneys on account of each respectively during that year, concluded that ¼th should be charged to Upper Canada College, and ¾ths to the University, and that each Institution should bear the expenses of its own Members of the Board, this apportionment and arrangement however to be only applicable to the past year.

All of which is most respectfully submitted.

F. HINCKS,

Chairman.

ENDOWMENT OFFICE,

5th May, 1851.

THE BOARD OF ENDOWMENT beg leave to make their First Report to the Council of Upper Canada College, in accordance with the 59th clause of the Statute, 12 Vic. cap. 82 on the state of the Property, and fiscal and financial affairs of Upper Canada College.

THE Council are aware that when the Statute came into operation, there were no funds in the Bursar's accounts to the credit of Upper Canada College. Previous to that period, and up to the present time, the Commissioners of Enquiry have been investigating all the accounts and other fiscal affairs of the College, by virtue of a Commission issued under a Statute of the late King's College, passed on the 28th July, 1848.

The Board beg to state their regret that the Commissioners have not as yet reported, and the Board have from time to time, in expectation of the reception of their Report, deferred any investigation into

the affairs of the College and the state of its Endowment, as it is obvious, the Board were not justified in making such an investigation, incurring useless expenditure and a waste of the time and labour of the Officers of the Endowment Board, while Commissioners unconnected with the Institution and appointed, among other reasons, to remove from the public mind a belief in the existence of an unsatisfactory state of the financial affairs of the College, as an appendage of the then University, were prosecuting their enquiries.

Under these circumstances, the Board exceedingly regret that they cannot make a full Report for the

Appendix
(I.I.I.)

2nd August.

information of the Council; nevertheless they deem it their duty to Report as follows:—

On the 13th of August, 1850, the Board of Endowment was fully constituted and entered on its duties; on the day previous, the balance on hand in Cash, to the credit of the Investment Fund, was £378 8s. 7d.; from that period to the 31st December, 1850, there has been received on account of that fund, from sales, £496 11s. 4d., making the sum of £874 19s. 11d. to the credit of that fund.

On the 12th August, 1850, the balance on hand to the credit of the Income Fund, was £312 6s. 3d.—the amount received between that period and the 31st December, 1850, on account of Interest on Sales, Investments, Notes, Rents, Fees, and the Parliamentary Grant, £2,793 14s. 3d. The disbursements during the same period, chargeable to this Fund, amounted to £2,996 16s. 3d., leaving a surplus, on the 1st January, 1851, to be transferred, under the 76th clause of the Act, from the Income to the Investment Fund, of £109 4s. 3d., which latter sum, added to the sum of £874 19s. 11d., above mentioned, left a balance to the credit of the

Investment Fund of £984 4s. 2d. During the same period, the Board invested £1000 in Provincial Debentures, bearing 6 per cent., leaving a balance due by that Fund, on the 1st January, 1851, of £15 15s. 10d.

The Board, in apportioning between the Upper Canada College and the University the joint expense of the Bursar's Office for the year ending 31st December, 1850, after having considered as well the quantity of lands owned by both Institutions under the management of the Board, and the receipts of moneys on account of each, respectively, during that year, concluded that one-fourth should be charged to Upper Canada College, and three-fourths to the University, and that each Institution should bear the expenses of its own Members of the Board. This apportionment and arrangement, however, to be only applicable to the past year.

All of which is most respectfully submitted.

(Signed,) DAVID BUCHAN,
Chairman.

Appendix
(I.I.I.)

2nd August.

REPORT OF THE PRINCIPAL OF UPPER CANADA COLLEGE, FOR 1850.

To His Excellency the EARL of ELGIN and KINCARDINE, Governor General, &c. &c. &c.

MAY IT PLEASE YOUR EXCELLENCY:

By sec. 55, of 12 Vic., cap. 82, it is enacted, "that it shall be the duty of the Principal of Upper Canada College and Royal Grammar School, to make an Annual General Report of the said College to the Council, and transmit a duplicate thereof to the Governor."

In this my first Report, being for the year ending 31st of December, 1850, the first year of the College under the late Act, it may not be irrelevant to state a few of the prominent points connected with the Institution, since its first opening.

The College was opened on the 4th of January, 1830. Until the present Principal was appointed, there were under the former Principals four Classical Masters, including the preparatory Form Master, the other Masterships, being generally the same as at present. Since the appointment, however, of the present Principal, the Classical instruction has been conducted by three Classical Masters, thus entailing an increased amount of labor in Tuition upon the Principal, whose time could be more beneficially occupied by constant examination of all the Departments. This however, is not stated with the expectation that the alteration will be at once made, as it is well known the funds of the Institution will not admit of it; but only with a view that so desirable an arrangement may not be lost sight of.

The College continued as an appendage of King's College, and managed by the Council of that Institution, until the Act passed in May, 1849, came into operation on the 1st January, 1850, and conferred

upon Upper Canada College, a more independent organization for the regulation of its own affairs.

The first Council under the new Act was formed of Ex-Pupils, who, it was reasonably expected, would take a greater interest than any other persons in the welfare of the Institution. The Gentlemen appointed were the Honorable J. H. Cameron, Q.C., M.P.P.; Joseph C. Morrison, Esquire, M.P.P.; H. Richardson, M.B. M.R.C.S.L.; and Thomas Ewart, Barrister, Esquire. The Principal being *ex-officio* Chairman. The new Council held their first meeting on the 23rd February, 1850. The Principal was directed to prepare a general Report upon all such matters as he might consider for the benefit of the Institution, and in compliance with the wishes of the Council, and in accordance with his own views, he submitted a more general and extended course of Education to be pursued in the College, and which being approved of by the Council, was ordered to be carried out. In this course, Natural Philosophy for all the College became a part of the studies, Physical Geography for the upper Forms, and a more extended course of reading in History for all the College were introduced, and the new branches of Ornamental Drawing, Vocal and Instrument Music, became part of the system.

The Council did not lose sight of the advisability of introducing the study of Chemistry and Agricultural Chemistry; and also, the building on the ground, of a Workshop, in which the boys could be taught the use of tools, together with the making of models of machinery, &c. The advantages of this last department in an improving Country like Canada, are so apparent that I feel it to be unnecessary to advocate it further; but I may be allowed to state that the idea was suggested to my mind from

Appendix
(I.I.I.)

2nd August.

the distinguished success which some of the College Pupils obtained in this department in King's College, London. The offering of these advantages, however, to the College boys must remain in abeyance until the funds of the Institution are in such a state as to enable the Council to offer the boon to the community.

COMMERCIAL DEPARTMENT.

The Council introduced, as an integral part of the Establishment, a department called "The Commercial Department," in which young men intending to pursue a Commercial life receive an Education solely with a view to prepare them for their after profession. It was expected from the constant call for such a Department that it would have rapidly filled up and proved remunerative to the College, and though this expectation has not as yet been fully realized, it is still confidently hoped that when the existence of such a department in the College, having a master especially appropriated thereto, is generally known, the result will prove that the country appreciates the solicitude of the Council to extend the benefits of the College to others than those who seek a Classical Education.

RESIDENT SCHOOL HOUSE.

The Boarding House, as it was formerly called, used to be conducted by parties entirely for their own emolument, this plan has been changed and under the style of "the Resident School House", the building has been opened to receive boys whose parents reside at a distance; and the establishment, forming an integral part of the Institution, is under the entire supervision and control of the College Council, by whose rules it is governed and directed, and whose members are weekly visitors thereof.

Each boy is provided with a separate sleeping apartment and all the domestic economy is carried on through men servants only. Since the Resident School House has been opened the system of permitting boys to reside in the city, subject to no salutary control whatever, and exposed to the temptations of the town, a system found to be so ruinous to all moral principle, and observed and felt by all the Masters to be the foster-parent of rudeness and insubordination, has been discontinued; and the result has been that complaint of every kind against the character and conduct of the resident pupils has entirely ceased. Fully sensible of the worth of the regulations, the Principal and Masters who take pupils to reside in their families, guide themselves as far as practicable, by the rules prescribed by the Council to those living in the Resident School House.

The Council have spared no pains to render the Resident School House most efficient and most worthy of the confidence of the country. In addition to providing each boy with a separate sleeping apartment, they have caused to be fitted up hot and cold baths further to ensure the comfort and cleanliness of the boys. Still, however, the number of pupils at College during the year, is not so great as in some former years under the present Principal; the reason for this is to be found in the closer inspection which has been adopted, unpalatable, as every one is aware,

to the young; and to the too ready ear which is lent by parents to the solicitations of their sons, even (strange as it may seem) to their own detriment; again, to the fact that parents have not yet recovered from the belief that the boys, from residing in irresponsible places in town, were going to ruin; and from the fact of their not being acquainted with the admirable accommodations and the excellent internal arrangement of the Resident School House, nor with the anxiety manifested by the Council that the boys should be under such constant supervision as to relieve every parent from solicitude and afford him the assurance that the welfare of his child is most jealously guarded. A third reason for there being fewer boys at College may be found in the fact that the country is not so entirely (as in the period of the existence of the College) deficient in good educational establishments—and little as it may be imagined, yet it is the fact that, Upper Canada College has furnished and continues to supply some of the most efficient Teachers through the country; and thus really, though not ostensibly, Upper Canada College is acting as the Normal School for teachers of a higher grade; this view of the usefulness of the College has, I believe, never before been taken, but it is one which will continue to entitle it to the generous public support it has hitherto received. Still however it is to be deeply regretted, that, together with, here and there a candid acknowledgment of the excellence of the Institution, there should exist, throughout the country, much misapprehension and misunderstanding about the College, its discipline and instruction. Many have been led, by the wrong statements of interested parties, to condemn, unheard, and to withhold from this National Institution that impartial investigation into its merits, which a sincere desire to arrive at truth, should lead every just person to give before censuring or expressing a bold and authoritative opinion. I have lost the opportunity, neither in public nor in private, of inviting parties and others to visit the College. Whenever the invitation has been accepted I can truly say that in every instance it has been attended with results the most gratifying to the College, and that parties, who honestly acknowledge they came prejudiced, have gone away pleased and satisfied, expressing their intention to remove as far as they could that prejudice in others which had so long blinded themselves.

EXHIBITIONS.

On referring to the Minutes of Council, of so early a date as the 4th of April, 1829, I find the statement, "It is intended also to attach several exhibitions to the College." This idea was carried out in 1841. Twelve exhibitions were founded so as to produce four vacancies each year. The exhibitions are tenable for three years; to two is attached exemption from College dues for tuition; to one in addition to the above the annual stipend of £10; and to one, exemption from College dues for both board and tuition, with the liberty to commute the privilege of boarding for an annual stipend of £20.

The Subjects of the Exhibition Examination hitherto have been—

- A. Latin subject (variable.)
- Valpy's Greek Delectus (fixed.)
- First Book of Euclid (fixed) and deductions.
- Arithmetic and Algebra (fixed.)

Appendix
(I.I.I.)

2nd August.

Appendix
(I.I.I.)

2nd August.

It was found, however, that this plan had the effect of making the College boys indifferent about the other Departments, from the fact that competitors from a distance devoted three or four years exclusively to the subjects of the Exhibition examination, whilst the College pupils gave, as a general rule, but one year to the preparation; the Council therefore decided that the Candidates should be examined in the subjects taught in the College to the Exhibition, *i.e.*, Fourth Form—therefore,

The Exhibition subjects for 1851, are—

- Latin.—Æn. ii. to line 402.
 Euclid.—1—deductions thereon.
 Greek.—Valpy's *Delectus*, page 39 to end.
 Algebra.—To end of Simple Equations (subjects according to Bridges.)
 French.—Don Quichotte—Classic French Reader, by Alain de Fivas, Appleton, 1849; *Histoire de France*, Madame de St. Owen; Paris, Quin, 1850. "Première Race."
 Arithmetic.—To end of Vulgar Fractions, inclusive. (Thompson's Arithmetic.)
 Geography.—Modern—Europe and Asia; Ancient—Greece and Italy. (Putz.)
 Natural Philosophy.—Comstock, to page 67.

CONCLUSION.

In concluding this Report, it affords me great pleasure to be able to call attention to the fact, that during the last year (and I can extend the remark to the whole of the previous year, together with what has passed of this), there has been no public punishment. These punishments are inflicted solely for offences of a more serious nature, such as insubordination, untruth, &c.

I have made it a rule, since I became Principal, to encourage, as did my predecessors, the strictest feelings of honor; and in furtherance of this, I never doubt "the word of a College boy," or allow him, when once his word has been passed, to attempt to strengthen his assertion by explanation. The result has been most gratifying, in the entire candour and truthfulness which has characterized the conduct of the boys; and as one of the consequences, all

accidental injuries to the College property are instantly communicated by the parties causing the detriment.

At no period since I have been Principal, have I known the Pupils, on the whole, to acquire a greater amount of knowledge more soundly, or with more intelligence, than at the present time.

The introduction of Natural Philosophy, as a study, through all the Forms in the College, has led the boys to reflect and reason more than I could ever before get them to do. This has been one of the advantages of the more extended course of education, whilst the opportunity afforded to the Pupils of acquiring the accomplishments of Music and Drawing, has served to employ hours which otherwise would have been idly spent, to elicit talents which would have lain dormant, and to evoke a more urbane and kindlier character of feeling towards their instructors.

The number of names entered on the books of the College since its first opening in 1830, amounts to one thousand two hundred and seventy-nine.

The average number of scholars, per quarter, through the year 1850, was one hundred and sixty-one.

I beg to send appended herewith copies of the course of Education as proposed (A.) Of the distribution of the work throughout the week (B.) Of the duties and emoluments of Masters and Officers (C.) Of the form of Prayer used in the College (D.) Of the Terminal Reports 1, 2, 3, sent regularly to every Parent (E.)

PRAYERS AND RELIGIOUS INSTRUCTION.

It will be seen by reference to Appendix (B) that all the Forms receive now, as always, their weekly instruction in Holy Scripture, and the work of the College is invariably opened and closed with the same form of Prayer that has been in use since the commencement of the Institution in 1830. Appendix (D.)

I have the honor to be,

Your Excellency's obedient humble servant,

(Signed,) F. W. BARRON, M.A.,

Principal,
U.C. College.

Appendix
(I.I.I.)

2nd August

A.

PROPOSED COURSE OF EDUCATION, UPPER CANADA COLLEGE.

FIRST FORM.

Scripture and Map of Palestine. Latin Grammar, Syntax Prop. G. M. Arnold's 1st and 2nd Latin Book, 29, 49: 181, 185, 205, 221. Writing. English Spelling. Arithmetic—(four simple and compound rules.) Tables. Catechism, Natural Philosophy, 2nd and 8th Lessons,—(Wilson.) Geography, (Europe,)—Drawing Maps. Reading Book (of prep. form, from 151, end.)—Catechism of English History, continued from prep. French, De la Voyes' First Catechism, Paris French Teacher. Singing. Instrumental Music. Ornamental Drawing.

SECOND FORM.

Scripture,—Map of Palestine. Latin Grammar, Prop. Q. M. and as in Pr. (omitting rules for compound verbs.) Arnold's 1st and 2nd Latin Books, 50, 77, 189, 204, 222, 247. English Grammar. Introduction to the Sciences,—Chambers. Arithmetic, (Reduction, Simple Proportion, 1st Rule of Practice.) Mental Arithmetic. Tables. Geography, (Asia and America,) Drawing Maps.) History of British Empire, (Chambers,) same used as Reading book alternately, with introduction to Sciences. French, (the books of first form finished. Writing. Dictation. Singing. Instrumental Music. Ornamental Drawing.

THIRD FORM.

Scripture and Map of Palestine. Latin Grammar,—finish as in Pre. Prosody. Arnold's 1st and 2nd Latin Book, 78, 116, 248, end. Arnold's 1st Greek Book to page 96, Greek Delectus. Greek Grammar. Ovid parte lib. i. English Grammar. History of Canada. French (same as 2nd Form, with easy Introduction to French by J. Hass.) Geography, (America and Africa) Drawing Maps. Writing. Euclid; Book 1. Algebra, 1st four Rules. Arithmetic. Tables. Geometrical Drawing. Dictation. Catechism of History of England. History of British Empire, (Chambers.) Elementary Mechanics,—(Chambers.) Classical Dictionary. Singing. Instrumental Music. Ornamental Drawing.

Scripture and Map of Palestine. Arithmetic,—(Vulgar Fractions, Decimal Fractions, Practice, Tare and Tret, Simple Interest,)—Meul. Arithmetic. Euclid, Book 1 and 11. Tables—Algebra, to end of Simple Equations, (according to arrangement of Bridge.) Greek Delectus. Virgil, Æn. II. Milton. Cicero, 1st Orat. in Cat. (all the year translated.) Geometrical Drawing. Latin Grammar, (quæ genus.) Greek Grammar, (with defective verbs occurring in Delectus.) Arnold's First Greek Lessons, (p. 96, end.) French—Le Tellier's French Grammar, Perrin's Dialogues, Morceaux Choses de Buffon. Latin Versification,—Anthon. 1st part. Arnold's Latin Prose Composition, p. 1, 90. Hydrostatics, Hydraulics, Mechanics and

Pneumatics,—Comstock Philosophy, p. 61, 165. Elocution Reader,—(Vaudenhoff.) Geography, Modern—(Europe.) Geography, Physical (Somerville, p. 13, 58.) Geography—Ancient and History, (Putey, pp. 198, 302.) Classical Dictionary. Book-Keeping. Dictation. Writing. Smith's Antiquities, ($\frac{1}{4}$ of Book.) Music. Singing. Ornamental Drawing.

☞ Elements of Chemistry and Agricultural Chemistry, cannot at present be introduced.

FIFTH FORM.

Scripture and Map of Palestine. Greek Testament. Arithmetic, (as Fourth, with Discount, Exchange, Square and Cube Root,) Mental Arithmetic. Euclid, Book III. Algebra. British Essayist and English Composition. Homer, Iliad. Lucian, (Charon.) Horace, (Odes.) Sallust Catil. Virgil, Æn. VI. Cicero Orat. in Cat. II. (all the year retranslated.) Geometrical Drawing. Latin Grammar, (kept up.) Greek Grammar, (2nd quarter of book,) Defective Verbs, Syntax. French, (same as fourth with Leçons Primaires de Littérature, par D'Élé.) Book-Keeping. Dictation. Anthon's Latin Versification, 2nd and 3rd parts, Arnold's Latin Prose Composition, (p. 91, 162.) Arnold's Greek Prose Composition 1st 3rd of Book. History Steam Engine, Acoustics, Atmospheric Phenomena, Comstock's Philosophy, p. 169, 209. Elocution Reader, (Vaudenhoff.) Modern Geography—Asia and Oceanica. Physical Geography, (Somerville, p. 58, 158.) Ancient Geography and History, (Putey, p. 96, 198.) Classical Dictionary. Writing. Smith's Antiquities, (Second $\frac{1}{4}$ of Book.) Music. Singing. Ornamental Drawing.

☞ Elements of Chemistry and Agricultural Chemistry, cannot at present be introduced.

SIXTH FORM.

Scripture and Map of Palestine; Greek Testament. Arithmetic,—same as fifth with Allegation and Simple and Double Position,—Mental Arithmetic. Euclid, Book IV. and VI. with Definitions of V. Shakspeare. Burke on the Sublime and English Composition. Algebra. Homer, Iliad IV and Odyssey IX. Lucian, (Life.) Xenophon, (Anab. I) retranslation. Cicero, Orat. in Cat. III. (retranslation.) Horace Odes. III. Livy. Geometrical Drawing. Latin Grammar, (kept up.) Greek Grammar, to end of $\frac{3}{4}$ of book. French, (same as 5th, with Henriods, and $\frac{1}{2}$ History of France.) Dictation. Anthon's Latin Versification. Arnold's Latin Prose Composition, p. 163, 260. Arnold's Greek Prose Composition, (Second $\frac{1}{2}$ of Book.) Light and Optics, (Comstock's Philosophy, p. 209, 272.) Elocution Reader, (Vaudenhoff.) Modern Geography, (America and Africa.) Physical Geography, (Somerville p. 158, 254.) Ancient Geography and History,

Appendix
(I.I.I.)

2nd August.

(Putey p. 1, 96. Greek Versification. Smith's Antiquities, (Third $\frac{1}{4}$ of Book.) Music. Singing. Ornamental Drawing.

☞ Elements of Chemistry and Agricultural Chemistry, cannot at present be introduced.

SEVENTH FORM.

Scripture and Map of Palestine.—Greek Testament. Arithmetic, (Review of the whole.) Euclid—Book XI. Algebra. Trigonometry, &c. Shakspeare,—English Composition—twice in each week. Greek Play. Lucian, (Timon.) Thucydides. Horace, y. and IV Odes. and Ars Portica. Terence. Tacitus, (Agricola or Germania.) Cicero, Orat. in Cat. IV. (retranslation.) Xenophon, Anab. 1, (retranslation.) Geometrical Drawing. Latin Grammar, (kept up.) Greek Grammar, (to end.) French, (same as sixth, with French Tragedy and Comedy, and

Appendix
(I.I.I.)

2nd August.

$\frac{1}{2}$ Hist. of France.) Authon's Latin Versification, (finished.) Astronomy. Elocution Reader, (Vaudenhoff,) or Play of Shakspeare. Mediæval Geography and History, (Putey. 302 to (end.) General History,—Modern, (Taylor.) Classical Dictionary. Greek Versification. Smith's Antiquities, (last $\frac{1}{4}$ of Book.) Physical Geography, (Somerville, p. 254, end, omitting Horn. Music. Singing. Ornamental Drawing.

☞ Elements of Chemistry and Agricultural Chemistry, cannot at present be introduced.

COMMERCIAL DEPARTMENT.

Scripture.—Map of Palestine. Arithmetic and Geography. Book-Keeping. Euclid. Algebra. Geometrical Drawing. French. Natural Philosophy. English Grammar and Composition. Dictation. History. Instrumental Music. Singing. Ornamental Drawing.

B.

	VII.	VI.	V.	IV.	III.	II.	I.	Commercial.	Preparatory.
Monday	9 10	Geom. Drawing, Mr. Howard.	Scrip. Eng. Comp. given in, Mr. Scadding.	Scrip. Themes, Mr. Wedd.	Mathematics, Mr. Maynard.	French, Mr. De la Haye.	Arithmetic, Mr. Barrett.	Scrip., Mr. Dodd.	Writing, Mr. Thompson.
	10 11	Scrip. Eng. Com. given in, Mr. Maynard.	Arithmetic, Mr. Barrett.	Arithmetic, Mr. Barrett.	Scrip., Mr. Scadding.	Scrip., Mr. Stennett.	Scrip., Mr. Wedd.	Writing, Mr. Dodd.	Arithmetic, Mr. Thompson.
	11 12	Arithmetic, Mr. Barrett.	Mathematics, Mr. Maynard.	Mathematics, Mr. Maynard.	French, Mr. De la Haye.	Writing, Mr. Thompson.	Natural Philosophy Rep., Principal.	Arithmetic, Mr. Dodd.	Scrip., Mr. Wedd.
	1 2	Inst. Music or French, Mr. W. Maul, Mr. DeSalaberry.	Inst. Music or Com. Dictation, Mr. W. Maul, Mr. Thompson.	Orna. Drawing, Mr. Bull.	Classics, Mr. Scadding.	Classics, Mr. Stennett.	Classics, Mr. Stennett.	Mathematics, Mr. Maynard.	Classics, Mr. Wedd.
	2 3	Mathematics, Mr. Maynard.	Arithmetic, Mr. Barrett.	Singing, Mr. Humphreys.	Modern History, Mr. Scadding.	Classics, Mr. Stennett.	Ornamental Drawing, Mr. Bull.	Singing, Mr. Humphreys.	Singing, Mr. Humphreys.
Tuesday	9 10	Classics.	Geom. Drawing, Mr. Howard.	Writing, Mr. Thompson.	Arithmetic, Mr. Barrett.	History and Dictation, Mr. Stennett.	French, Mr. De la Haye.	Book-keeping, Mr. Dodd.	Classics, Mr. Wedd.
	10 11	Classics.	Classics.	Classics.	Writing, Mr. Thompson.	Geom., Mr. Barrett.	Mental Arithmetic, Mr. Maynard.	French, Mr. De la Haye.	Spell and Read, Mr. Dodd.
	11 12	Shakspeare.	Mr. Scadding.	Classics, Mr. Stennett.	Mr. Thompson.	Mr. Barrett.	Mr. Maynard.	Mr. De la Haye.	Mental Arithmetic, Mr. Maynard.
	1 2	French or Instrumental Music, Mr. De la Haye, Mr. S. Maul.	Com. Dictation or Instrumental Music, Mr. Thompson, Mr. S. Maul.	Mr. Stennett.	Mr. De la Haye.	Writing, Mr. Thompson.	Nat. Phil. & Eng. Read, Mr. Wedd.	Commercial Dictation, Mr. Dodd.	Eng. History, Reading and Grammar, Mr. Dodd.
	2 3	Mathematics, Mr. Maynard.	Ancient History or Geography, Mr. Scadding.	Writing, Mr. Thompson.	4th or 1st, Mr. Wedd.	Singing, Mr. Humphreys.	Classics, Mr. Stennett.	Geom., Mr. Barrett.	Ornamental Drawing, Mr. Bull.
Wednesday	9 10	Phys. Geog.	Physical Geography, Mr. Scadding.	Geom. Drawing, Mr. Howard.	Mathematics, Mr. Maynard.	Eng. Read. and Gram., Mr. Stennett.	Arithmetic, Mr. Barrett.	Arithmetic, Mr. Dodd.	Writing, Mr. Thompson.
	10 11	Natural Philosophy.	Mathematics, Mr. Maynard.	Phy. Geog., English Poets, Mr. Stennett.	Arithmetic, Mr. Barrett.	French, Mr. De la Haye.	Classics, Mr. Wedd.	Phys. Geog., Mr. Dodd.	Arithmetic, Mr. Thompson.
	11 12	Classics.	French, Mr. De la Haye.	Mathematics, Mr. Maynard.	Ancient History and Geography, Mr. Stennett.	Arithmetic, Mr. Barrett.	Writing, Mr. Thompson.	Hist. Mod., Mr. Dodd.	Classics, Mr. Wedd.
	1 2	Classics.	Classics, Mr. Scadding.	Classics, Mr. Stennett.	Mr. Wedd.	Mathematics, Mr. Maynard.	Ornamental Drawing, Mr. Bull.	French, Mr. De la Haye.	Inst. Music or Writing, Mr. S. Maul, Mr. Thompson.
	2 3	Mathematics, Mr. Maynard.	Classics, Shakspeare, Mr. Scadding.	5th or 2nd Class, Mr. Stennett.	Classics—Milton, Mr. Wedd.	Geom., Mr. Scadding.	Rep. 2nd or 5th.	Ornamental Drawing, Mr. Bull.	Ornamental Drawing, Mr. Bull.

B.—(Continued.)

	VII.	VI.	V.	IV.	III.	II.	I.	Commercial.	Preparatory.
Thursday	9 10 Anc. Geog. and Hist. Comp. in Prose or Verse, at sight. Classics.	Medieval History, Mr. Scadding. Burke on the sublime, French, Mr. De la Haye.	Classics, Mr. Stonnett. Arithmetic, Mr. Barrett. Anc. Geography and History, British Essayist, Mr. Stennett. French, Mr. De la Haye.	French, Mr. De la Haye. Natural Philosophy, Principal, Mr. Thompson. Mathematics, Mr. Maynard.	Arithmetic, Mr. Barrett. Mr. Thompson. Classics, Mr. Scadding.	Writing, Mr. Thompson. Classics, Mr. Stennett. Arithmetic, Mr. Barrett.	Spelling and Reading, Mr. Dodd. Classics, Mr. Wedd. Classics, Mr. Wedd.	Natural Philosophy, Mr. Maynard. French, Mr. De la Haye. Book-keeping, Mr. Dodd.	Classics, Mr. Wedd. Spelling and Reading, Mr. Dodd. Writing, Mr. Thompson. Mr. Thompson.
	1 2 Orna. Drawing. Mr. Bull.	Mathematics, Mr. Maynard.	Instrumental Music, or Book-keeping, Mr. S. Maul, Mr. Thompson. Classics, Mr. Wedd.	Inst. Music or English Read. and Dict., Mr. W. Maul, Mr. Scadding. Rep. 3rd or 6th.	Inst. Music or Mental Arithmetic, Mr. W. Maul, Mr. Stennett. Natural Philosophy, Mr. Stennett.	Arithmetic, Mr. Barrett.	Arithmetic, Mr. Barrett.	Arithmetic, Mr. Dodd.	Natural Philosophy, Mr. Wedd.
	2 3 French, Mr. De la Haye.	6th or 3rd Classics, Mr. Scadding.	Orna. Drawing, Mr. Bull.	Classics, Mr. Wedd. Arithmetic, Mr. Barrett. Geo. Drawing, Mr. Howard. Instrumental Music, or Book-keeping, Mr. S. Maul, Mr. Thompson. Hall.	Geometrical Drawing, Mr. Howard. French, Mr. De la Haye. Classics, Mr. Scadding. Inst. Music or English Read. and Dict., Mr. S. Maul, Mr. Scadding. Hall.	Classics, Mr. Stennett. Writing, Mr. Thompson. Arithmetic, Mr. Barrett.	French, Mr. De la Haye. Classics, Mr. Wedd. French, Mr. De la Haye. Arithmetic, Mr. Barrett.	Mathematics, Mr. Maynard.	Geography, Mr. Barrett.
Friday	9 10 Elocution, English Comp. given in Hist. Medieval, Classics.	Classics, Mr. Scadding. Natural Philosophy, Mr. Scadding. Mathematics, Mr. Maynard. Orna. Drawing, Mr. Bull.	Book-keeping, Mr. Thompson. Mathematics, Mr. Maynard. Classics, Mr. Stennett. French, Mr. De la Haye.	Classics, Mr. Wedd. Arithmetic, Mr. Barrett. Geo. Drawing, Mr. Howard. Instrumental Music, or Book-keeping, Mr. S. Maul, Mr. Thompson. Hall.	Geometrical Drawing, Mr. Howard. French, Mr. De la Haye. Classics, Mr. Scadding. Inst. Music or English Read. and Dict., Mr. S. Maul, Mr. Scadding. Hall.	Classics, Mr. Stennett. Writing, Mr. Thompson. Arithmetic, Mr. Barrett.	French, Mr. De la Haye. Classics, Mr. Wedd. French, Mr. De la Haye. Arithmetic, Mr. Barrett.	Mathematics, Mr. Maynard. Geometrical Drawing, Mr. Howard. Writing, Mr. Dodd. Geography, Mr. Dodd.	Tables, Mr. Barrett. Read. in History, Mr. Dodd. Classics, Mr. Wedd. Natural Philosophy, Mr. Wedd.
	1 2 Mathematics, Mr. Maynard.	Orna. Drawing, Mr. Bull.	French, Mr. De la Haye. Singing, Mr. Humphreys. Mathematics, Mr. Maynard.	Instrumental Music, or Book-keeping, Mr. S. Maul, Mr. Thompson. Hall.	Inst. Music or English Read. and Dict., Mr. S. Maul, Mr. Scadding. Hall.	Inst. Music or Mental Arithmetic, Mr. S. Maul, Mr. Stennett.	French, Mr. De la Haye. Arithmetic, Mr. Barrett.	Geography, Mr. Dodd.	Natural Philosophy, Mr. Wedd.
	2 3 Hall.	Hall.	Hall.	Mathematics, Mr. Maynard. French, Mr. De la Haye. Classics, Mr. Wedd.	Classics, Mr. Scadding. Arithmetic, Mr. Barrett. Geography, Mr. Stennett.	Arithmetic, Mr. Barrett. Classics, Mr. Stennett. French, Mr. De la Haye.	Classics, Mr. Wedd. Writing, Mr. Thompson. Instrumental Music or Geog., Mr. W. Maul, Mr. Barrett.	French, Mr. De la Haye. Mr. De la Haye.	Arithmetic, Mr. Thompson. Classics, Mr. Wedd. Instrumental Music or Writing, Mr. W. Maul, Mr. Thompson.
Saturday	9 10 Hist. Modern.	French, Mr. De la Haye. Singing, Mr. Humphreys. Classics, Mr. Scadding.	Classics, Mr. Stennett. Singing, Mr. Humphreys. Mathematics, Mr. Maynard.	Mathematics, Mr. Maynard. French, Mr. De la Haye. Classics, Mr. Wedd.	Classics, Mr. Scadding. Arithmetic, Mr. Barrett. Geography, Mr. Stennett.	Arithmetic, Mr. Barrett. Classics, Mr. Stennett. French, Mr. De la Haye.	Classics, Mr. Wedd. Writing, Mr. Thompson. Instrumental Music or Geog., Mr. W. Maul, Mr. Barrett.	Arithmetic, Mr. Dodd. Natural Philosophy, Mr. Maynard. Writing, Mr. Dodd.	Writing, Mr. Thompson. Classics, Mr. Wedd. Instrumental Music or Writing, Mr. W. Maul, Mr. Thompson.
	10 11 Singing, Mr. Humphreys. Classics.	Mr. De la Haye, Mr. Humphreys. Classics, Mr. Scadding.	French, Mr. De la Haye. Singing, Mr. Humphreys. Mathematics, Mr. Maynard.	Mathematics, Mr. Maynard. French, Mr. De la Haye. Classics, Mr. Wedd.	Classics, Mr. Scadding. Arithmetic, Mr. Barrett. Geography, Mr. Stennett.	Arithmetic, Mr. Barrett. Classics, Mr. Stennett. French, Mr. De la Haye.	Classics, Mr. Wedd. Writing, Mr. Thompson. Instrumental Music or Geog., Mr. W. Maul, Mr. Barrett.	Arithmetic, Mr. Dodd. Natural Philosophy, Mr. Maynard. Writing, Mr. Dodd.	Writing, Mr. Thompson. Classics, Mr. Wedd. Instrumental Music or Writing, Mr. W. Maul, Mr. Thompson.
	11 12 Classics.	Mr. Scadding.	Mr. Maynard.	Classics, Mr. Wedd.	Classics, Mr. Scadding.	French, Mr. De la Haye.	Classics, Mr. Wedd. Writing, Mr. Thompson. Instrumental Music or Geog., Mr. W. Maul, Mr. Barrett.	Arithmetic, Mr. Dodd. Natural Philosophy, Mr. Maynard. Writing, Mr. Dodd.	Writing, Mr. Thompson. Classics, Mr. Wedd. Instrumental Music or Writing, Mr. W. Maul, Mr. Thompson.

All the Forms, except the Preparatory and Commercial Departments, assemble in the College Hall—a prepared paper on some general subject is read by a boy of one of the three Senior Forms—questions are asked on the subject: this is followed by English Reading, or a public examination, or English and Latin Grammar, or questions are asked on the Antiquities of the Greeks and Romans.

Public Punishments throughout the year.

C.

MASTERS.		DUTIES.	HOURS EMPLOYED WEEKLY.	EMOLUMENTS IN CURRENCY.
The Principal.	Instruction of Examination of	VII. Form—In Classics, Scripture, English Composition, English Author, Elocution, Natural Philosophy, Ancient Medieval and Modern History, Ancient Geography and Physical Geography. IV. Form—In Natural Philosophy. I. do do do All the Forms, once each in every fortnight.	22. But cannot really be said to have any private time, or not to be employed about College affairs, until after 9 o'clock, p.m.	£500. (Present Incumbent, £556.)
I. Classical.	Instruction of	VI. Form—In Classics, Scripture, English Composition, English Author, Natural Philosophy, Ancient and Medieval History, Ancient Geography, Physical Geography. III. Form—In Classics, Scripture, English Reading, Dictation, Natural Philosophy.	25.	£384.
Mathematical.	Instruction of	VII.—III. inclusive—And Commercial Department in Euclid and Algebra. I., and Preparatory—In Mental Arithmetic.	26.	£384.
II. Classical.	Instruction of	V. Form—In Classics, Scripture, English Composition, English Author, Natural Philosophy, Ancient History, Ancient Geography, Physical Geography. IV. Form—In Ancient History and Ancient Geography. III. Form—In Modern History. II. Form—In Classics, Scripture, English Grammar, Spelling, Reading, Dictation, British History, Natural Philosophy, Mental Arithmetic.	26.	£300. (Present Incumbent, £384.)
III. Classical.	Instruction of	IV. Form—In Classics, Scripture, English Composition, English Author. I. Form—In Classics, Scripture, English Reading, Spelling, Preparatory Form—In Classics, Scripture, Natural Philosophy.	27.	£250.
French.	Instruction of	VII.—I. inclusive—And Commercial Department in French.	26.	£250.
I. English.	Instruction of	VII.—I. inclusive—In Arithmetic, and Preparatory Form in Arithmetical Tables. IV.—Preparatory inclusive—In Modern Geography.	26.	£200.

C.—(Continued.)

MASTERS.		DUTIES.	HOURS EMPLOYED WEEKLY.	EMOLUMENTS IN CURRENCY.
II. English.	Instruction of	V.—Preparatory inclusive,—In writing, Preparatory Form in Arithmetic. VI. and V.—In Commercial Dictation; V. and IV. in Book-keeping.	25.	£125.
Commercial.	Instruction of	Commercial Department, in Scripture, English Composition, Natural Philosophy, Modern History, Modern Geography, Physical Geography, Book-keeping, Arithmetic, Grammar, Reading, Writing, Dictation. Preparatory and I.—In Spelling and History.	20.	£100.
Geometrical Drawing.	Instruction of	VII.—III. inclusive,—And Commercial Department in Geometrical Drawing.	6.	£100 stg. = £111 2s. 2d.
Ornamental Drawing.	Instruction of	VII.—I. inclusive,—And Commercial Department in Ornamental Drawing.	9.	£50.
Vocal Music.	Instruction of	VII.—Preparatory inclusive,—In Vocal Music.	4.	£50.
Instrumental Music.	Instruction of	VII.—Preparatory inclusive,—In Instrumental Music.	6.	£50.
Secretary of Council.	... ..	To keep Minutes of Council, supply Minutes of Council to parties concerned, answer all correspondence connected therewith, copy and furnish all Reports when asked for by the Government, the Endowment Board, &c., apply to the Endowment Board by requisition, in writing, for every item of expense, pay all moneys for every College expense, excepting Salaries, check every Account item by item, keep monthly accounts of Expenditure of Resident School House, take receipts in duplicate for the Council and Endowment Board, and check Terminal Reports sent to Parents by the Reports furnished by each Master to the Principal.	... ..	£100.

D.

P R A Y E R S .

BEFORE ENTERING UPON THE BUSINESS OF THE DAY.

Let us pray.

Our Father which art in Heaven, hallowed be Thy name, Thy Kingdom come, thy will be done in earth, as it is in Heaven; give us this day our daily bread; and foregive us our trespasses, as we forgive them that trespass against us; and lead us not into temptation; but deliver us from evil; for Thine is the Kingdom, the power, and the glory, for ever and ever. *Amen.*

O Lord, our Heavenly Father, Almighty and Everlasting God, who hast safely brought us to the beginning of this day, defend us in the same by Thy Mighty power; and grant, that this day we fall into no sin, neither run into any kind of danger, but that all our doings may be ordered by Thy Governance, to do always that is righteous in Thy sight, through Jesus Christ our Lord. *Amen.*

O Almighty God, the giver of every good and perfect gift, the Fountain of all wisdom, enlighten, we beseech Thee, our understandings, by Thy Holy Spirit; and grant, that whilst with all diligence and sincerity we apply ourselves to the attainment of human knowledge, we fail not, constantly to strive after that wisdom which maketh wise unto salvation; that so, through Thy mercy, we may daily be advanced both in learning and Godliness, to the honour and praise of Thy name, through Christ our Lord. *Amen.*

The Grace of our Lord Jesus Christ, and the Love of God, and the Fellowship of the Holy Ghost, be with us all ever more. *Amen.*

At the close of the business of the day.

Let us pray.

Our Father which art in Heaven, hallowed be Thy name, Thy Kingdom come, Thy will be done in earth, as it is in Heaven; give us this day our daily bread; and forgive us our trespasses, as we forgive them that trespass against us; and lead us not into temptation; but deliver us from evil; for thine is the Kingdom, the power and the glory, for ever and ever. *Amen.*

Most merciful God, we yield Thee our humble and hearty thanks for Thy Fatherly care and preservation of us this day, and for the progress which Thou hast enabled us to make in useful learning: we pray Thee to imprint upon our minds whatever good instructions we have received, and to bless them to the advancement of our temporal and eternal welfare; and pardon, we implore Thee, all that Thou hast seen amiss in our thoughts, words, and actions. May Thy good Providence still guide, and keep us, during the approaching interval of rest and relaxation, so that we may be thereby prepared to enter on the duties of the morrow, with renewed vigour, both of body and mind; and preserve us, we beseech Thee, now and ever, both outwardly in our bodies, and inwardly in our souls, for the sake of Jesus Christ, Thy Son, our Lord. *Amen.*

Lighten our darkness, we beseech Thee, O Lord, and by Thy great mercy, defend us from all perils and dangers of this night, for the love of Thine only Son, our Saviour, Jesus Christ. *Amen.*

The Grace of our Lord Jesus Christ, and the Love of God, and the Fellowship of the Holy Ghost, be with us all evermore. *Amen.*

Appendix
(I.I.I.)
2nd August.

Appendix
(I.I.I.)
2nd August.

E.

UPPER CANADA COLLEGE.

RESIDENT SCHOOL HOUSE.—TERMINAL REPORT OF CONDUCT.

For Term ending

	DATE.	OFFENCE.	GENERAL CHARACTER.
Reprimanded			
Imposition			
Confined to Grounds			
Corporal Punishment.....			

Resident Master.

Principal U. C. Coll.

To

UPPER CANADA COLLEGE.

TERMINAL REPORT for the term ending 15th May, 185

FORM.

No. of Boys in Form

Head Boy

AGGREGATE RANK WITH CLASSICAL MASTER. }	RANK.	TOTAL STANDING.	No. OF TIMES HEAD.	LESSONS LOST BY ABSENCE.	PROGRESS.	CONDUCT.	MASTER'S SIGNATURE.
Classics							
Scripture							
History							
Physical Geography							
Ancient Geography							
Natural Philosophy							
Dictation							
Reading and English Grammar							
Mental Arithmetic							
Mathematics							
French							
Arithmetic							
Geography							
Writing							
Book-keeping							
Architectural Drawing							
Ornamental Drawing							
Vocal Music							
Instrumental Music							

BY ORDER OF COUNCIL.

All Fees shall be payable in advance. No Scholar admitted into any class, or permitted to receive tuition, until he shall first have received a Ticket of admission.

TERMS.

- Autumn.—From end of Summer Vacation to November 30th.
- Winter.—From 1st December to end of February.
- Spring.—From 1st March to May 15, or Wednesday nearest thereto.
- Summer.—From May 16, to July 21, or Wednesday nearest thereto.
- Summer Vacation of about seven weeks, from end of Summer Term.

FEEs FOR TUITION.

College Forms.....	£2 10 0	per Term.
Preparatory Form	1 15 0	"
Commercial Department	1 15 0	"

RESIDENT SCHOOL HOUSE.

Board, Lodging, &c. (exclusive of tuition).....£7 10 0 per Term.

The Collector from the Endowment Board will be present at the College the first Monday in each Term, to issue tickets.

UPPER CANADA COLLEGE.

TERMINAL REPORT, for the term ending

185

COMMERCIAL DEPARTMENT.

No. of Boys in Department

Head Boy

	RANK.	TOTAL STANDING.	No. OF TIMES HEAD.	LESSONS LOST BY ABSENC.	PROGRESS.	CONDUCT.	MASTER'S SIGNATURE.
Scripture.....							
Geography.....							
Physical Geography.....							
Arithmetic.....							
Mental Arithmetic.....							
Writing.....							
Book-keeping.....							
History.....							
English Grammar.....							
Reading.....							
Commercial Dictation.....							
Composition.....							
Map Drawing.....							
Mathematics.....							
Natural Philosophy.....							
French.....							
Geometrical Drawing.....							
Ornamental Drawing.....							
Vocal Music.....							
Instrumental Music.....							

BY ORDER OF COUNCIL.

All Fees shall be payable in advance. No Scholar admitted into any class, or permitted to receive tuition, until he shall first have received a Ticket of admission.

TERMS.

Autumn.—From end of Summer Vacation to November 30th.

Winter.—From 1st December to end of February.

Spring.—From 1st March to May 15, or Wednesday nearest thereto.

Summer.—From May 15, to July 21, or Wednesday nearest thereto.

Summer Vacation of about seven weeks, from end of Summer Term.

FEEs FOR TUITION.

Commercial Department£1 15 0 per Term.

RESIDENT SCHOOL HOUSE.

Board, Lodging, &c. (exclusive of tuition).....£7 10 0 per Term.

The Collector from the Endowment Board will be present at the College the first Monday in each Term, to issue tickets.

SUPPLEMENTARY RETURN

TO AN ADDRESS from the LEGISLATIVE ASSEMBLY to HIS EXCELLENCY THE GOVERNOR GENERAL, dated the 2nd June, 1851, for Copies of all Titles, Leases, or Concessions made in favour of the Hudson's Bay Company, which are now in force; and of all Correspondence between the Government and the said Company, since the year one thousand eight hundred and forty-eight.

By Command.

J. LESLIE,

Secretary.

Secretary's Office,

Toronto, 7th August, 1851.

PROVINCE OF CANADA.

CHARLES BAGOT.

VICTORIA, by the Grace of GOD, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith. To all to whom these presents shall come, or whom the same may concern—

Letters Patent for Leasing the "King's Posts" to the Honorable the Hudson's Bay Company.

GREETING :

WHEREAS the LEASE bearing date the twenty-sixth day of July, one thousand eight hundred and twenty-two, made and executed by His Excellency GEORGE, EARL of DALHOUSIE, then Governor in Chief in and over that part of Our said Province, heretofore Lower Canada, for and in behalf of Our Royal Predecessor, King GEORGE the FOURTH, to and in favor of John Goudie, of the City of Quebec, Ship Builder, of all those Her Majesty's Domain, Lands, and Posts situate and lying on the North side of the River Saint Lawrence, in our late Province of Lower Canada, commonly called and known by the name of The King's Posts, will expire and end on the first day of October, one thousand eight hundred and forty-two. And Whereas it has been judged expedient by our Governor in Chief in and over Our said Province of Canada, by and with the advice and consent of the Executive Council of and for Our said Province, that a Grant and Lease of the said Tract and Domain, Lands, and premises, for the purposes hereinafter mentioned, should be made and executed to and in favor of the Governor and Company of Adventurers of England, trading into Hudson's Bay, and their Successors for the term of twenty-one years, to be computed from the second day of October one thousand eight hundred and forty-two, upon the terms and conditions hereinafter mentioned. Now Know Ye, that in consideration of the rent, covenants, provisions and agreements hereinafter reserved and contained on the part and behalf of the said

Flat — Recorded in the Registrar's Office of the Records at Kingston, the 5th day of July, 1842, in the seventeenth Register of Commissions and Letters Patent, fol. 401 to 404, inclusive.

R. A. TUCKER, Registrar.

Governor and Company of Adventurers of England, trading into Hudson's Bay and their Successors, to be paid, performed, and kept, We have granted, demised, and leased, and by these presents do grant, demise and lease unto the said Governor and Company and their Successors all that certain tract or parcel of the domain lands situate lying and being on the North side of the River St. Lawrence in our said Province of Canada, commonly called and known by the name of "The King's Posts" together with all and every the wharves and buildings thereon erected and being, and all and every the appurtenances for the purposes of carrying on an exclusive trade with the Indians, at and upon the said Domain lands hereby demised and leased, and an exclusive Seal Fishery and Seal Fisheries thereat. To Have and To Hold, enjoy, and occupy the said tract or parcel of land and premises, together with the rights and privileges hereby demised and leased unto the said Governor and Company and their Successors for the purposes aforesaid, solely for and during the term of twenty-one years from the second day of October next to be fully complete and ended, but subject nevertheless as hereinafter is mentioned; The Governor and Company and their Successors paying for the same unto Us, Our Heirs, and Successors yearly, and every year during the said term, the sum of six hundred pounds currency of this Province, by equal half yearly payments, to be made on the second day of April and on the second day of October in every year, to the Receiver General in and for our said Province, at his office, or to such person as Our Governor, Lieutenant Governor, or Person administering the Government of our said Province for the time being, shall appoint to receive the same at the office of the Secretary of our said Province, whereof the first payment shall be made on the second day of April, which will be in the year of our Lord one thousand eight hundred and forty-three, the said payments and each of them to be free and clear of all and all manner of taxes, rates, assessments, deductions, or abatements whatsoever now payable, or hereafter to become payable, for or in respect of the said premises or any part thereof, and not to be in anywise diminished, or abated, by reason of the entering upon, or taking possession of, or of the granting or conveyance of any parts or portions

Appendix

(J.J.J.)

8th August.

of the said tract, or parcel of land, and premises for the purposes of actual settlement and cultivation, in pursuance of the proviso hereinafter contained. Provided always and the Lease hereinafter contained is made on this express condition, that the said Governor and Company, and their Successors shall and do from the date of these presents for ever acquit, release, exonerate, and discharge us, our Heirs, and Successors, and whomsoever else it may concern, of and from the payment and reimbursement to them or to their assigns, or to any person claiming by or through them, of the sum of one thousand eight hundred pounds currency of this Province aforesaid by them paid for the value of certain Indian debts under and by reason of certain stipulations contained in the said Lease to the said John Goudie, bearing date the twenty-sixth day of July one thousand eight hundred and twenty-two. Provided also, that if the said yearly rent hereinbefore reserved or any part thereof shall be unpaid for the space of three calendar months next after the same is hereinbefore made payable, or if the said Governor and Company, or their Successors shall neglect or fail in or be guilty of any breach, non-performance, or non-observance of any of the clauses, conditions, provisos or agreements in these presents contained, which on their parts are to be observed and kept, then and thenceforth in any of the said cases it shall be lawful for Us, Our Heirs, and Successors into the said demised premises to enter, and the same to have again as of our and their former Estate, and as if these presents had not been made or granted. Provided also that the said Governor and Company, and their Successors, for and during the continuance and until the expiration of the said Lease hereinbefore contained, shall at their own costs and charges keep and uphold the said tract or parcel of land hereby leased and demised and all and every the buildings, wharves, fences, enclosures, and other improvements and premises thereunto in anywise appertaining, save and except such parts and portions thereof as from time to time may be entered upon or taken possession of, or be granted or conveyed for the purposes of settlement or cultivation in pursuance of the proviso hereinafter contained, in good condition and repair, and shall at the expiration of the said Lease, by effluxion of time or under and by virtue of any of the conditions, limitations, or reservations hereinbefore contained, deliver up the said tract or parcel of land, buildings, wharves, fences, inclosures and other improvements in anywise thereunto appertaining to Us, Our Heirs, and Successors, in good condition and repair, and that the said Governor and Company, or their Successors, shall not by reason of any houses, buildings, erections, or other improvements made or to be made on the said tract or parcel of ground and premises, claim or pretend to any equivalent or indemnity, and that the said houses, buildings, erections, and other improvements shall thenceforth be vested in Us, Our Heirs, and Successors. Provided nevertheless and We do hereby declare our pleasure to be that nothing herein contained shall extend, or be construed to extend, to prevent the right from time to time and all times during the said term hereby demised and leased of Us, Our Heirs, and Successors, to enter into and upon and take possession of, and to grant and convey any part or portion of the said tract or parcel of land hereby demised, as We, Our Heirs, and Successors may deem expedient and the benefit of Our said Province, and of Our loving Subjects therein, may require for the purposes of actual settlement and cultivation thereof, but for no other purpose or on any other account whatever. And We do further direct that a copy of these Our Letters be made out, whereupon shall be written and executed under the Seal of the Corporation of the said Governor and Company, their acceptance of

the present grant and demise to them made, and their consent and agreement to perform the conditions therein contained, and that the said copy shall be kept by Our Secretary of Our said Province.

Appendix

(J.J.J.)

8th August.

In Testimony Whereof, We have caused these Our Letters to be made patent, and the Great Seal of Our said Province of Canada to be hereunto affixed. Witness, Our Right Trusty and Well-Beloved the Right Honorable Sir CHARLES BAGOT, Knight Grand Cross of the most Honorable Order of the Bath, one of Our most Honorable Privy Council, Governor General of British North America, and Captain General and Governor in Chief in and over Our Provinces of Canada, Nova Scotia, New Brunswick, and the Island of Prince Edward, and Vice Admiral of the same. At Our Government House in Our City of Quebec in Our said Province, this twenty seventh day of June in the year of our Lord one thousand eight hundred and forty-two, and in the sixth year of Our Reign.

S. B. HARRISON,
Secretary.

Provincial Registrar's Office,
Toronto, 6th August, 1851.

I do hereby certify the foregoing to be a true and faithful copy of the Record of the Original Lease.

THOS. AMIOT,
Deputy Registrar.

SPECIAL ENTRY.

SINCE the LETTERS PATENT dated the 27th June, 1842, for leasing the KING'S POSTS to the HONORABLE THE HUDSON'S BAY COMPANY were recorded in pages 401 to 404 of this Volume, the said Letters Patent have been brought back to this Office, with the following additional clause inserted therein for Registration.

R. A. TUCKER,
Registrar.

KNOW ALL MEN by these presents, that the GOVERNOR AND COMPANY OF ADVENTURERS OF ENGLAND TRADING INTO HUDSON'S BAY, by their Attorney, JAMES KEITH, of LACHINS, in the District of Montreal, Esquire, in that behalf duly authorized and empowered by the Letter of Attorney, hereunto annexed, and bearing date, under their Common Seal, the sixteenth day of May now last past, have accepted and do hereby for themselves and their Successors accept the Grant and Lease made to them by Our Sovereign Lady the Queen, in virtue of these Letters Patent upon and under all and singular the terms, conditions, reservations, and provisos therein set forth and contained, and do hereby bind and oblige themselves and their Successors to observe, perform, and fulfil all and every the obligations, matters, and things by them to be ob-

Appendix
(J.J.J.)

6th August.

served, performed, and fulfilled, according to the tenor and effect of the said Letters Patent.

Done at Montreal, in the Province of Canada, this sixteenth day of July, in the year of Our Lord One thousand eight hundred and forty-two.

The Governor and Company of Adventurers of England trading into Hudson's Bay,

By their Attorney,

(Signed,) JAMES KEITH.

Signed and executed in the presence of

(Signed,) JNO. MONK,
Of Montreal, Advocate;

" G. C. O. BUCHANAN,
Of Montreal, Gentleman.

Provincial Registrar's Office,
Toronto, 7th August, 1851.

I do hereby certify the foregoing to be a true and faithful Copy of the Record of the original acceptance.

THOS. AMIOT,
Deputy Registrar.

SPECIAL ENTRY.

(See pages 401 and 500 of Register Seventeen.)

To all whom these Presents shall come ;

The Governor and Company of Hudson's Bay to James Keith, Esquire. **THE GOVERNOR AND COMPANY OF ADVENTURERS OF ENGLAND TRADING INTO HUDSON'S BAY, send**

Greeting:

Power of Attorney to execute Lease or counterpart of the King's Posts in Lower Canada.

Recorded in the Registrar's Office of the Records at Kingston, the twenty-eighth day of July, 1843, in the eighteenth Register of Commissions and Letters Patent, folio 102.

B. A. TUCKER,
Registrar.

WHEREAS the said Governor and Company are now seized or possessed of and in certain Domain lands and Posts situate and lying on the North side of the River Saint Lawrence, in the Province of Lower Canada, commonly called and known by the name of the **KING'S POSTS**, under and by virtue of a certain Indenture of Lease and Demise bearing date the twenty-sixth day of July, One thousand eight hundred and twenty-two, made and executed by His Excellency **GEORGE, EARL OF DALHOUSIE**, then Governor in Chief in that part of the Province of Lower Canada, for and in behalf of His late Majesty **KING GEORGE THE FOURTH**, to and in favor of John Goudie, of the City of Quebec, Ship Builder, for a term which will expire on the first day of October, One thousand eight hundred and forty-two, subject to the yearly rent and to the several covenants, provisions, and agreements in the said Indenture of Lease contained. And whereas it has been judged expedient by the Governor in Chief of the said Province of Canada, by and with the advice and consent of the Executive Council of the said Pro-

vince, that a Grant and Lease of the said Tract and Domain Lands and Premises, for the purposes therein mentioned, should be made and executed to and in favor of the said Governor and Company, and their Successors, for the term of twenty-one years, to be computed from the second day of October, One thousand eight hundred and forty-two, at the rent and subject to the several covenants, provisions, and stipulations in the said Indenture of Lease to be reserved and contained. And whereas the said Governor and Company are desirous of appointing a proper person as their Attorney, for the purpose of executing the said Grant and Lease to be made and executed as aforesaid, or the counterpart thereof on their behalf, and to invest their said Attorney with the powers and authorities for that purpose hereinafter contained. Now these presents witness that the said Governor and Company, for divers good causes and considerations them thereunto moving, have made, ordained, nominated, constituted, and appointed, and by these presents do make, ordain, nominate, constitute, and appoint, and in their place and stead put **JAMES KEITH**, of the place called Lachine, in the District of Montreal and Province of Lower Canada, Esquire, their true and lawful Attorney for them the said Governor and Company, and in their name to accept of and enter into, make, seal, deliver, and execute the Act and Deed of the said Governor and Company with His Excellency the said Governor in Chief, for the time being, of the said Province of Canada, the said further Lease and Demise so to be made and granted of the said Tract and Domain lands and premises called King's Posts, situate as aforesaid, with all the Wharves and Buildings thereon erected and being, and all and every the appurtenances for the purposes of carrying on an exclusive trade with the Indians at or upon the said Domain lands thereby demised and leased, and an exclusive Seal Fishery and Seal Fisheries thereat for the said renewed term so to be granted as aforesaid; And generally for the said Governor and Company and in their name to do, perform, and execute all and every such further and other Act and Acts, matters and things as shall be found necessary or expedient to be done or executed in or about, touching or concerning the premises, as fully and effectually to all intents and purposes as they, the said Governor and Company, might or could do, they the said Governor and Company hereby allowing, ratifying, and confirming, and promising and agreeing to allow, ratify, and confirm all and whatsoever he, the said James Keith, as their said Attorney, shall lawfully do or cause to be done in or about the premises under or by virtue of these presents.

In witness whereof the said Governor and Company have caused their Common Seal to be hereunto affixed, the sixteenth day of May, in the year of Our Lord One thousand eight hundred and forty-two.

Sealed under the Common Seal of the within mentioned Governor and Company, and delivered by William Smith, their Secretary, pursuant to their order and appointment (being first duly stamped) in the presence of

[L. S.]

Wm. G. SMITH.

By order of the Governor and Committee.

Wm. SMITH,
Secretary.

Appendix
(J.J.J.)

8th August.

Appendix
(J.J.J.)

8th August.

LONDON, } I, WILLIAM GREGORY SMITH,
To wit: } of the Hudson's Bay House, in the
City of London, in the service of the Hudson's Bay
Company, do solemnly and sincerely declare that the
power of Attorney above written was duly sealed
with the Corporate Seal of the Governor and Com-
pany of Adventurers of England trading into Hud-
son's Bay, and delivered on behalf of the said
Company by William Smith, the Secretary to the
said Company, in my presence, and that the Seal
thereto affixed is the proper Corporate Seal of the
said Governor and Company, and the name William
G. Smith set and subscribed as the Witness attest-
ing the execution of the said power is the proper
hand writing of me, this Declarant; And I make
this solemn declaration conscientiously believing the
same to be true, and by virtue of the provisions of
an Act made and passed in the sixth year of the
Reign of His late Majesty, intituled, "An Act to
repeal an Act of the then present Session of Parliam-
ent, intituled, 'An Act for the more effectual
abolition of Oaths and Affirmations taken and made
in various Departments of the State, and to substi-
tute Declarations in lieu thereof, and for the more
entire suppression of voluntary and extra-judicial
Oaths and Affidavits, and to make other provisions
for the abolition of unnecessary Oaths.'"

WM. G. SMITH.

This Declaration was made at the
Mansion House, London, this
17th day of May, before me,

JOHN PIRIE,
Mayor.

To all to whom these Presents shall come,

I, SIR JOHN PIRIE, Baronet, Lord Mayor
of the City of London, in pursuance of an Act
of Parliament made and passed in the fifth year of
the Reign of His late Majesty KING GEORGE

the SECOND, intituled, "An Act for the more easy
recovery of Debts in His Majesty's Plantations and
Colonies in America," and also in pursuance of an
Act passed in the sixth year of the Reign of His
late Majesty KING WILLIAM the FOURTH,
intituled, "An Act to repeal an Act of the then
present Sessions of Parliament, intituled, 'An Act
for the more effectual abolition of Oaths and Affir-
mations taken and made in various Departments of
the State, and to substitute Declarations in lieu
thereof, and for the more entire suppression of
voluntary and extra-judicial Oaths and Affidavits,
and to make other provisions for the abolition of un-
necessary Oaths," do hereby certify that on the day
of the date hereof, personally came and appeared
before me, William Gregory Smith, named in the
Declaration hereunto annexed, being a person well
known and worthy of good credit, and who did
before me solemnly and sincerely declare to be true,
the several matters and things mentioned and con-
tained in the said annexed Declaration.

In Faith and Testimony Whereof, I, the said
Lord Mayor, have caused the Seal of
the Office of Mayoralty of the said
City of London to be hereunto put
and affixed, and the Power of Attor-
ney mentioned and referred to in and
by the said Declaration, to be here-
unto also annexed. Dated in Lon-
don, the seventeenth day of May, in
the year of Our Lord One thousand
eight hundred and forty-two.

[L. S.]

REYNAL.

Provincial Registrar's Office,
Toronto, 7th August, 1851.

I do hereby certify the foregoing to be true and
faithful Copies of the Records of the original Docu-
ments.

THOS. AMIOT,
Deputy Registrar.

Appendix
(J.J.J.)

8th August.

FIRST REPORT

Of the Commissioners appointed to conduct the representation of Canada, at the Great Exhibition of all Nations, in London.

TORONTO, 7th August, 1851.

SIR,

By direction of the Provincial Industrial Commissioners charged to conduct the representation of Canada at the Great Exhibition of All Nations, I have the honor to transmit their First Report, and to request that you will be pleased to lay the same before His Excellency the Governor General.

I have the honor to be,
Sir,
Your most humble Servant,

FRED. CUMBERLAND,
Secretary.

To the Honorable
the Provincial Secretary.

To His Excellency the Right Honorable JAMES,
Earl of ELGIN and KINCARDINE, K. T., Go-
vernour General of British North America,
&c., &c., &c.

MAY IT PLEASE YOUR EXCELLENCY,

The Commissioners appointed by Your Excellency to conduct the representation of Canada at the Great Exhibition of All Nations now being held in London, beg leave most humbly to submit their First Report.

The Commissioners, immediately on their appointment, proceeded to consider the best means of giving effect to the intentions of their Commission, and the recommendations of Parliament, and thereby of ensuring a full representation at London of the the Natural Resources of the Province, and of the various branches of Industry pursued within it.

They accordingly appointed Local Commissioners in every Municipality throughout the Province, including in such appointments the Mayors and Wardens of all Cities, Towns, and Counties; the President and Secretary of each Agricultural Association; and of each Mechanics' Institute; who were urged, and whose duty it was, to induce and organize the collection of proper specimens of the Industry of their respective localities, and to superintend the transmission thereof to the Provincial Exhibition appointed to be held at Montreal, for the ma-

nagement in detail of which latter, an Executive Committee was also nominated and early organized in that City.

A prize-list was then immediately compiled and printed in the English and French languages, and five thousand copies freely distributed throughout the Province, wherein special and discretionary prizes were offered for upwards of 400 enumerated and classified specimens of Natural or Industrial products, such prizes amounting in the aggregate to £1,571.

In that prize-list the Commissioners were careful to avail themselves of the great inducement offered to contributors by the munificent prizes to be granted by Your Excellency; well assured that the attainment of so distinguished an honor would command the highest efforts of competitors, and thereby (as has since been made manifest) most materially promote the success of an enterprize so important to the Colony, and so markedly the object of Your Excellency's favor and support.

And with a view to the equitable award of the Provincial Prizes, juries were appointed to each section of the Exhibition, in no case composed of less than seven persons, chosen from various parts of the Province, and from the United States, as being peculiarly qualified to judge of the matters respectively referred to them.

The result of these measures was in the highest degree satisfactory. With some few exceptions, every branch of Industry and every variety of the Natural productions of the Province was excellently represented, at the Provincial Exhibition, held at Montreal, on Thursday, the seventeenth day of October, 1850; than which, nothing could have been more successful in demonstrating the natural wealth, and already high Industrial energy and skill of the Colony.

After the close of the Provincial Exhibition, it appeared to the Commissioners, that some branches of Industry, and several of the Natural products of the Province were still unrepresented in the collection then made, which omissions it was very important should be supplied: measures were accordingly taken for obtaining, by purchase or otherwise, such specimens as were necessary to its completeness. This course the Commissioners submit was justified by the exigency of the case. The expensive nature of the required specimens, or the short period given for their preparation, deterred individuals from contributing them to the Exhibition, and the Commissioners felt that, although a somewhat large expenditure would be necessary to supply the deficiency, it was most desirable, on public grounds, that no im-

Appendix
(K.K.K.)

15th August

portant omission should be apparent in the collection to be exhibited at London.

The Commissioners having thus succeeded in gathering together a collection which they had reason to believe was a full and fitting exponent of the resources and Industry of the Province, caused the same to be transmitted to The Great Exhibition of All Nations, having first appointed Mr. Henry Houghton, of 14, Friday Street, their Agent in London.

Under the zealous and excellent management of that gentleman, the collection has been admirably exhibited, great skill and judgment having been evinced in the production of an effective display, and success having marked all his efforts and negotiations to that end.

It is highly gratifying to the Commissioners to be able to Report to Your Excellency, that the Canadian section of the Crystal Palace has attracted, and continues to command, high consideration and attention, and promises to achieve for Canadian Industry and resources, a standing and character in Great Britain not before attained.

And whilst Her Majesty's subjects in England are giving affectionate expression to the feelings of gratitude and admiration with which they regard the deep interest displayed by Her Majesty in their great Industrial achievement, the Commissioners remembering that the Canadian section was that first honored by a special visit of Her Majesty, desire to record, on behalf of their fellow subjects of this Province, their grateful appreciation of the exalted distinction thus conferred upon it, a distinction which has been hailed as renewed evidence of the favor and solicitude which Her Majesty has ever been pleased to extend to Her Colonial people.

It was an important and most satisfactory feature in the Provincial Exhibition, that whilst nearly all the specimens of Manufacturing Industry evinced marked improvement, and gave evidence of increased energy and an extending sphere, there were some also entirely new to the Province, which, perhaps, but for the encouragement of the occasion, would not have been produced, or if produced, but slowly brought to notice.

It is a subject of congratulation too, to the Commissioners, to be assured that a strong desire is evinced by parties in Great Britain to embark in the trade of many natural and manufactured productions of the Province, hitherto entirely disregarded, but now the objects of Commercial interest, in consequence of the practical and prominent notice which they have attracted.

When to these advantages accruing from the course which the Province has taken in regard to the Great Exhibition, is added the increased energy, the feeling of self-reliance and of pride which may fairly and will naturally be incited by the knowledge that Canada holds no inferior position amongst the Nations, the Commissioners feel that they are warranted in regarding the efforts which have been made, and the success which has attended them, as pregnant with permanent results of a highly valuable character.

With reference to the expenditure involved in these transactions, the Commissioners have been

Appendix
(K.K.K.)

16th August

prompted by a desire that the service with which they were charged should be so efficiently performed as that nothing should be wanting which would tend to the true and creditable representation of the Colony in London, to incur certain outlay which at an earlier period was not and could not have been anticipated. The large amount of prizes necessary on so short a notice to induce a full competition, the heavy local and incidental expenses of the Provincial Exhibition, the cost of Ocean freight and insurances on the goods at so late a season, and the purchase of those specimens not contributed by individuals; together with the expenses of the London Agency in receiving and delivery of the goods, in fitting up and decorating the Canadian Section at the Crystal Palace, the wages of Attendants and the cost of Insurance there, have resulted in an aggregate expenditure considerably larger than the Parliamentary Grant. The Commissioners however conceiving that they were justified by the importance of the occasion and the great public anxiety evinced that the Colony should be creditably represented, did not hesitate to assume the responsibility of that expenditure, well assured that the approval of Your Excellency and the liberality of Parliament would enable them to close their transactions with credit to the Province.

To the Local Commissioners of the several Municipalities throughout the Province, and to the Jurors who attended at the Provincial Exhibition, whose valuable services have so eminently tended to this successful result, the Commissioners desire to record their acknowledgments.

To the Executive Committee of Montreal, whose proceedings were marked by untiring zeal and energy, and whose duties necessarily so laborious and responsible were discharged with such efficiency and success, the Commissioners feel that their cordial thanks are especially due.

To W. E. Logan, Esq., the Provincial Geologist, and a member of this Commission, by whose persevering energy the first complete collection illustrative of Canadian Mineralogy and Geology has now been formed and exhibited, the Commissioners are under great obligation; and to H. Houghton, Esq., under whose superintendence the operations of the Commission have been successfully consummated, and without whose excellent management all previous efforts and successes would have been of no avail, the Commissioners desire to record their especial thanks.

Finally, the Commissioners have to express their high appreciation of the zeal and great ability displayed by F. W. Cumberland, Esq., Secretary to the Commission, who has devoted himself with unremitting assiduity to the successful carrying out of the objects for which it was appointed.

Appended, the Commissioners beg to submit a statement of their receipts and expenditure to this date, together with an Estimate of the present and future liabilities, by which it appears that a further grant of £1,500 will be necessary to enable them to close their transactions.

When the Imperial Exhibition shall have ceased, and the Canadian goods sold or otherwise disposed of, in accordance with the instructions of Exhibitors, the Commissioners will have the honor of submitting their Final Report to Your Excellency.

Appendix
(K.K.K.)

16th August.

All which is now most humbly submitted.

F. HINCKS, Chairman, Commissioner.
 E. P. TACHE, do
 PETER MCGILL, do
 ED. CARON, do
 A. N. MORIN, do
 ADAM FERGUSSON, do
 HENRY SHERWOOD, do
 JOS. MORRISON, do

A. GUGY, Commissioner.
 G. E. CARTIER, do
 JNO. G. BOWES, do
 HENRY CROFT, do
 J. H. LEFROY, do
 JNO. YOUNG, do

FRED. CUMBERLAND,
 Secretary.

Toronto, 7th August, 1851.

Appendix
(K.K.K.)

16th August.

The TREASURER in Account with the PROVINCIAL INDUSTRIAL COMMISSION, to 16th June, 1851.

Dr.		£	s.	d.	£	s.	d.
Received from Government		2000	0	0			
do do sale of Tickets, &c.		846	3	0			
do do Montreal Subscribers		250	0	0	3096	3	0
Cr.							
1 Prize List—amount paid.....		1187	0	0			
2 Printing, advertising and stationery—Toronto and Montreal		966	10	4			
3 Freight and carriage		316	8	3			
4 Marine Insurance		56	15	0			
5 Absolute expenses of the Exhibition.....		450	9	10			
6 Purchase of articles for London.....		207	7	3			
7 Postages—Toronto and Montreal		47	5	5			
8 Remitted to London Agent, on account, £300 sterling		375	0	0	3006	16	1
Balance on hand.....					89	6	11

STATEMENT of remaining Liabilities and future Contingent Expenditure, on Account of the
PROVINCIAL INDUSTRIAL EXHIBITION.

	£	s.	d.	£	s.	d.
1 Remaining liabilities—Prize list, amount not yet paid, freight, purchases, postages, sundries—London Agent's account to the 28th March, remitted.....				1377	14	5
2 Future contingent expenditure at Montreal and Toronto				250	0	0
do do at London—erections, decorations and Architect's fee—salary of attendant at the Crystal Palace—charges on goods, ex "Jessamine," and sundries—expenses of removing goods; repacking, &c.,—contingencies—Agent's commission, currency.....				1125	0	0
			£	2752	14	5
3 From which the following Assets may be deducted:—						
1. Balance on hand.....	89	6	11			
2. Due by Montreal Local Fund, illustrations	79	12	8			
3. Sale of goods purchased.....	719	6	7			
4. Advances to Exhibitors to be repaid	137	10	0			
5. Exhibitors' proportion of costs and charges in London	264	7	6			
				1290	3	8
Amount required			£	1462	10	9

FRED. CUMBERLAND,

Secretary.

PRINTED BY ROLLO CAMPBELL, GARDEN STREET, QUEBEC.

A C C O U N T S

OF THE

SUPERVISOR OF CULLERS,

For the Year 1850.

Schedule of Documents, relative to the Supervisor of Cullers' Accounts, transmitted herewith.

- A.—General Statement of Receipts and Disbursements.
B.—Statement of Receipts for Lumber measured and culled, &c.
C.——— of Fees paid Cullers.
D.——— of Salaries paid Clerks.
E.——— of Contingent Disbursements.
F.——— of Expenses of Branch Office, Port of Montreal.
G.—An Abstract of the number of Pieces and number of Cubic feet of each description of Timber measured and culled under the superintendence of the Supervisor of Cullers during the season of 1850, with the Section of the Province from whence the same was procured.
H.——— of the number of Pieces of all Lumber (Square Timber excepted) measured and culled under the superintendence of the Supervisor of Cullers during the season of 1850, with the Section of the Province wherefrom.
J.—Inventory of sundry articles of Office Furniture remaining in the possession of the Supervisor of Cullers, 1850.

JOHN SHARPLES,
Supervisor.

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

Appendix
(L.L.L.)
25th August

Appendix
(L.L.L.)
25th August.

A.

THE SUPERVISOR of CULLERS' GENERAL STATEMENT of RECEIPTS and DISBURSEMENTS for MEASURING, CULLING, and COUNTING LUMBER, from 1st January to 31st December, 1850.

	£	s.	d.		£	s.	d.
To Balance as per Statement rendered 31st December, 1849.....	225	15	10				
To Received from Surplus Funds of Office, under Government Warrant in April last. (Warrant No. 445, Notice 15, April, 1850)	200	0	0	C.	7203	15	7
To Gross Receipts for Measuring, Culling, and counting Lumber, as per Statement	9931	18	0	D.	1667	9	2
To Received for furnishing extra Specifications connected with Surveys, &c. &c.	10	2	2	E.	388	9	10
				F.	90	0	0
					500	0	0
					518	1	5
	£ 10867	16	0		10867	16	0
To Balance brought down.....	£ 518	1	5				

JOHN SHARPLES,
Supervisor of Cullers.

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

Sworn before me, at Quebec, this 10th January, 1851.

Wm. K. McCORD, J. P.

B.

STATEMENT of LUMBER MEASURED, CULLED, and COUNTED at the PORT of QUEBEC, through the Office of the Supervisor of Cullers, during the Season of 1850.

			Measured off..... Tons.		s. d.	£	s.	d.	
White Pine—Pieces	212221			356812 $\frac{1}{2}$					
Basswood do	37	do	do	42-26					
Butternut do	22	do	do	25-11					
				356880-24	@ 0 2 $\frac{1}{2}$	3581	12	7	
Red Pine do	46970	do	do	58029-19					
Oak do	18019	do	do	27070-18					
Elm do	36687	do	do	36304-5					
Ash do	1693	do	do	2069-37					
Tamarac do	10044	do	do	6410-14					
Birch do	3218	do	do	1328-24					
Maple do	7	do	do	9-5					
Spruce do	3	do	do	2-34					
Hickory do	1	do	do	27					
				126225-28	@ 0 3 $\frac{1}{2}$	1709	6	2	
<i>Culling and Measuring, or Measuring in Shipping order.</i>									
White Pine do	1523	Measured off.....	Tons.	2902-6	@ 0 4 $\frac{1}{2}$	5 $\frac{1}{2}$	8	4	
Red Pine do	3	do	do	3-17	@ 0 5 $\frac{1}{2}$	0	1	6	
Oak do	1	do	do	36					
Elm do	1508	do	do	1527-35					
Birch do	1048	do	do	415-17					
				1944-8	@ 0 6	48	12	1	
Tamarac Sleepers do	184	Culled	Each	.....	@ 0 $\frac{1}{2}$	0	13	5
Red Pine Scantling do	54	do	do	.....	.....	1	10	0
Masts and Bowsprits do	82	Culled & meas. 24 inches & upwards	Each	.....	@ 3 3	13	6	6
do do do	141	do do 19 @ 24 inches	do	.....	@ 2 9	13	15	2
Spars, Red & White Pine do	277	do do 12 @ 19 do	do	.....	@ 1 10	25	7	10
	500								
Oars do	916	Counted off	Per 100 Pieces	.....	@ 1 0	0	3	2
Handspikes do	10006	Culled	do do	.....	@ 2 9	13	15	2
do do	1247	Counted off	do do	.....	@ 1 0	0	12	6
	11253								
Staves, Standard do	2141126	Culled 2036 m. 8 c. 3 qrs. 21 p. ...	Per Mill.	.....	@ 12 0	1222	2	8
do West India do	5869670	do 4474 7 1 0	do	.....	@ 5 3	1174	12	4
do Barrel do	31194	do 25 9 3 24	do	.....	@ 9 9	4	17	6
Lathwood—Cords	22043	Culled and counted off.....	Per Cord	.....	@ 1 5	156	3	7
Deals—Pieces	1104521	Culled 1222077-30 Standard Pieces	Per 100 Standard	.....	@ 2 4	1425	15	2
do do	656511	Counted off	Per 100 Pieces	.....	@ 1 0	328	5	1
Plank do	165690	Culled and counted off.....	do do	.....	@ 1 8	138	1	6
<i>Timber Measured at Sorel.</i>									
White Pine do	3070	Measured off	Tons.	6270-21	@ 0 2 $\frac{1}{2}$	62	1	1	
Red Pine do	14	do	do	17-7					
Oak do	1	do	do	16					
Elm do	1	do	do	25					
				18-8	@ 0 3 $\frac{1}{2}$	0	4	11	
<i>Add Outstanding Accounts.</i>									
Returned Outstanding, as per Statement B, of 31st December, 1849—since received						£	9931	0	10
<i>Deduct.</i>									
Outstanding Accounts for present Season (1850)						£	9937	2	7
							5	4	7
						£	9931	18	0

JOHN SHARPLES,
Supervisor.

C.

STATEMENT of FEES PAID to CULLERS in their respective Departments for Work performed during the Season of 1850.

DEPARTMENT.	CULLER'S NAME.	Voucher.	AMOUNT.			TOTAL.		
			£	s.	d.	£	s.	d.
SQUARE TIMBER	Dennis Cantellon.....	1	198	19	5			
	James Scott.....	2	184	18	0			
	Alexis Dorval	3	183	3	10			
	John S. Waterson	4	176	0	11			
	Louis Dorion	5	174	16	7			
	Dennis Duggan	6	172	6	5			
	James Lynch	7	171	4	8			
	William Bee.....	8	170	8	11			
	Michel Robitaille.....	9	166	8	2			
	Jean Larochelle	10	164	2	10			
	J. B. Vachon	11	159	3	1			
	Etienne Robitaille	12	152	5	8			
	Joseph Lockquell	13	151	10	9			
	Olivier Gabourg	14	148	13	6			
	Olivier Gauvreau.....	15	146	15	3			
	F. X. Beland	16	143	12	2			
	P. McNeil	17	135	16	4			
	John O'Sullivan, (absent part of Season)	18	99	1	5			
	John Miller do do	19	89	2	7			
	Edward Verrault do do	20	87	10	2			
	Jean Thomas do do	21	58	17	1			
	Pierre Plamondon, Died July	22	24	7	5			
	Pierre Jéunest, Shipping Culler	23	79	3	9			
	James Lambert do	24	66	18	10			
	Thomas Redmond do	25	36	7	11			
	John Clark do	26	25	19	1			
	Bernard Daly do	27	22	3	7			
	Jacques Jobin do	28	17	16	11			
	Narcisse Valin do	29	5	15	11			
	John Pevery do	30	0	14	10			
DEALS	Michel Hamel.....	31	164	4	7	3414	6	0
	Michel Power	32	149	7	7			
	Charles Cazeau	33	148	18	2			
	Robert Downes	34	144	0	6			
	William Geedon.....	35	134	2	5			
	William McKutcheon	36	133	16	3			
	James Downes	37	112	4	11			
	J. B. Jarnac	38	108	15	10			
	Jerome Couture	39	97	0	3			
	Fereole Couture, (absent part of Season)	40	93	0	10			
	Jean Couture	41	84	2	5			
	F. X. Thompson, (Shipping Culler)	42	9	8	5			
DEALS AND STAVES.....	Patrick Malone	43	166	2	9	1379	2	2
	Thomas Malone	44	139	6	2			
	Maurice Malone	45	124	3	3			
	Michel Murphy	46	106	6	7			
STAVES	J. B. Philbert	47	160	13	2	535	18	9
	Michael Gibbons.....	48	160	9	10			
	John Fredarick	49	156	3	8			
	Charles Corneau.....	50	153	2	10			
	Thomas Murphy.....	51	147	15	7			
	Louis Myrand.....	52	144	17	0			
	William O'Brien.....	53	143	4	7			
	Barthilemi Chartier	54	143	0	1			
	Joseph Langlois	55	140	4	6			
	John Curtin.....	56	136	13	1			
	Robert Boyle	57	135	13	1			
	Charles Timmony, (Part of Season)	58	99	11	4			
	Gilbert Downes do do	59	82	11	2			
	James Mackie, Shipping Culler	60	17	11	2			
MASTS, SPARS, OARS, HANDSPIKES AND BOWSPRITS	Alexis Dorval	61				1821	11	1
	Paid Culler outstanding Account from last Season (1849,) Olivier Gabourg.....	62						
					2	16	0	
					£	7203	15	7

N.B.—The amount paid Cullers, as per detailed Statement annexed, is the gross amount of their respective earnings, out of which they have to pay agreeably to the 17th Clause of Act, their Attendants and Assistants, as well as all other expenses, inseparable from the execution of their duties.

E.

STATEMENT of CONTINGENT DISBURSEMENTS for the SUPERVISOR of CULLERS' OFFICE, during the Season of 1850.

		£	s.	d.	£	s.	d.
By paid James Dean, Rent of Office from 1st May, 1850, to 1st May, 1851, one year	79				150	0	0
Books, Stationary, &c., &c., Neilson & Middleton	80				42	9	0
do do J. H. Wyse, & Co	81				17	12	8
do do E. R. Frechette	82				5	18	6
do do A. Coté, & Co	83				4	3	3
do do W. S. Jackson	84				5	2	11
do do B. Cole, Jr.	85				5	18	6
do do Proprietor Morning Chronicle	86				1	6	0
do do Two Gross Steel Pens	87				0	15	0
John Mingay, Joiner, fitting up complete Railing for lower Office		3	15	0			
do do Additional Shelves for Safe	88	0	6	0			
					4	1	0
H. Hemming, 2 boxes for Books and Papers		2	0	0			
do Sundry jobbing at Office	89	1	3	9			
					3	3	9
M. Kelly, Varnishing rail for Office		0	12	6			
do Fitting up desk shelf	90	0	10	0			
					1	2	6
John Kane, Tinsmith, Tin boxes, cleaning Stove-pipes, &c.	91				4	4	8
Pierre Parant, Tinsmith	92				1	5	5
Robert Shaw, Candles, &c.	93				4	18	11
S. J. Shaw, Hardware	94				0	7	1
Assessment	95				3	2	6
Chimney Money	96				1	2	6
Thos. Canfield, services on Office business	97				3	12	0
Fuel	98				10	11	6
Postages, Insurance, clearing snow, and sundry petty expenses	99				10	1	2
Washing Offices, Office Towels, &c.	100				9	9	5
Caleche, Boat and Cariole hire	101				11	8	9
Disbursed on account of Board of Examiners	102				2	1	3
Honorable Henry Black, Advocate	103				2	6	8
Dunbar Ross, do	104				5	16	8
Charles Alleyn, do	105				7	10	0
By paid costs in actions, Sharples vs. Charlton, and Sharples vs. Buchanan	106				3	17	0
Office-keeper and Messenger, paid Bernard Mulhern, from 1st January to 31st December, 1850, 12 months, at £5	107				60	0	0
By amount disbursed by the Supervisor in July last, proceeding to River Sorel, Montreal, and St. Johns, on business matters connected with his Office					5	6	3
					£	388	9 10

JOHN SHARPLES,

Supervisor.

SUPERVISOR OF CULLERS' OFFICE,

Quebec, 31st December, 1850.

F.

STATEMENT of DISBURSEMENTS incurred for the BRANCH OFFICE, PORT of MONTREAL.

		£	s.	d.
By paid William Bristow, Salary as Deputy Supervisor for the Port of Montreal:—				
From 1st May, 1849, to 30th April, 1850—1 year	108	60	0	0
do 1st May, 1850, to 1st November, 1850— $\frac{1}{2}$ year	109	30	0	0
		£	90	0 0

JOHN SHARPLES,

Supervisor.

SUPERVISOR OF CULLERS' OFFICE,

Quebec, 31st December, 1850.

Appendix
(L.L.L.)
25th August.

G.—(Continued.)—OTTAWA SECTION, (above Bytown,) subdivided under the following heads.

	White Pine.		Red Pine.		Oak.		Elm.		Ash.		Basswood.		Tamarac.		Birch.	
	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.
1 Carp and Quio Rivers.....	5498	358876	89	3148	245	5064	133	4686	10	564	3	124				
2 Duchene and Chats Lakes	14859	885746	37	1273	570	12500	281	10350	31	1420	3	197			3	87
3 Mississippi.....	16824	1103091	194	7671	125	4198	926	34111	20	771			5	271		
4 Medawaska.....	17849	1249372	16080	857279	199	6664	34	1476					1	58		
5 Bonne Chaire.....	7397	534229	3509	132699	9	242	28	1257					45	927	1	39
6 Calumet Island and Lake, and Fort Coulonge River and Lake	13945	935524	465	17839	251	7286	79	2870	3	132						
7 Black River.....	3320	250323	1069	43212	2	41										
8 Westmeath, Les Allumettes Island and Lake, and Culbrete.....	25315	1630836	324	11082	85	2127	24	730	5	266			2	86	3	153
9 Indian Muskrat, and Snake Rivers	6504	452310	1071	39406	482	14782	27	1209			1	46				
10 Pittawawa River	4287	312418	15384	654283	198	4778	70	3279							7	169
11 Chalk River.....	3898	278985	2019	74633	11	388	23	601	1	32						
12 Deep River, Deux Joachim Rapids, and upwards	8891	643521	5930	249053	88	2499	3	100	1	51						
Total number of Pieces and Cubic feet	127527	8640230	46161	2091573	2365	60569	1628	60669	71	3236	7	367	53	1342	14	448

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

JOHN SHARPLES,
Supervisor.

G.—(Continued.)—AN ABSTRACT of the Number of Pieces and Cubic Feet of each description of Timber Measured and Culled under the Superintendence of the Supervisor of Cullers, at Sorel, during the season of 1850, with the section of the Province, whence the same was produced.

No. of Section.	White Pine.		Red Pine.		Oak.		Elm.	
	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.	Pieces.	Feet.
2. St. Lawrence from Montreal to the head of Lake Ontario.....	1128	93630						
5 Gattineau	1117	93617	14	687				
7 Ottawa River above Bytown.....	825	68574			1	16	1	25
	3070	250821	14	687	1	16	1	25

SECTION OF COUNTRY.

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

JOHN SHARPLES,
Supervisor.

Appendix
(L.L.L.)
25th August.

Appendix
(L.L.L.)
25th August.

Appendix
(L.L.L.)
25th August.

H.

AN ABSTRACT of the Number of Pieces of all Lumber, (Square Timber excepted,) Measured, Culled, and Counted off, under the Superintendence of the Supervisor of Cullers, during the Season of 1850, with the Section of the Province wherefrom.

SECTION OF PROVINCE.		Masts and Bowsprits. Pieces.	Spars. Pieces.	Tamarac Sleepers. Pieces.	Oars. Pieces.	Handspikes. Pieces.	Walnut Scantling. Pieces.	Lathwood. Cords.
1	Quebec and Montreal	152	196	184	316	10006	54	2204½
2	St. Lawrence, from Montreal upwards	81	71			1247		
3	Ottawa and its tributaries	238	267	184	316	11253	54	2204½
DEALS AND PLANK.								
		Fine Deals.		Plank.	Spruce Deals.		Plank.	Deals, Pine and Spruce. Counted off, only.
		Pieces.	Standard.	Pieces.	Pieces.	Standard.	Pieces.	Pieces.
1	District below Quebec	11488	12877		48324	45392	2816	5334
2	Quebec District	408991	484627	10213	289001	288746	59898	68084
3	Quebec District to Montreal	70237	81021	101	386226	40067	31	16318
4	St. Lawrence from Montreal upwards	5643	7149	632				384
5	Ottawa and its tributaries	232261	267198					566441
		728570	852872	102946	375951	369205	62745	656511

Appendix
(L.L.L.)
25th August.

Appendix
(L.L.L.)
25th August.

II.—(Continued.)

	STAVES.												
	Standard.				West India.				Barrel.				
	pieces.	m.	c.	qr.	pcs.	m.	c.	qrs.	pcs.	m.	c.	qrs.	pcs.
1 Quebec and Montreal.....													
2 Montreal and Kingston						50	7	1	3				
3 Kingston to Head of Lake Ontario	104504	90	2	1	20	929	6	3	6	25	9	1	16
4 Grand River and Lake Erie, including River Thames	2092305	1943	3	0	27	3094	9	1	13	0	0	2	8
5 Ottawa and its tributaries, including Rideau ...	4317	3	3	0	25	399	3	3	8				
	2141126	2086	8	3	21	4474	7	1	0	25	9	3	24

JOHN SHARPLES,
Supervisor.

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

J.

INVENTORY of Sundry Articles of Office Furniture remaining in the possession of the Supervisor of Cullers.

<p>Eight Office Desks. A set of forty-two Drawers. A long Telescope Table. Five yards Green Baize for do. Eighteen Foot-stools. Eighteen Office Stools. Frames for Almanacs. Five Camphine Oil Lamps. Three Maps. Two Cash Boxes. Tin Plates for Office doors. Step Ladder. Two Wash Stands. Paper Press for Stationery. One Tin Box. Office Bells. Fifteen Pairs Candlesticks. One Lanthorn. Three Oil Lamps. Saw and Frame. Two Door Mats. One Bench for Cullers' Room. Three Stoves and Pans.</p>	<p>A Franklin Stove and Elbows. Oil Can and Filler. One Tin Case for Cullers' Books. Office Clock. Small Iron Safe. Umbrella Stand. Office Sign Board. Fender and Fire Irons. Bureau for Papers. Five pairs Green Blinds. Various small articles for Office use, such as Water-pail, &c. &c. Tin compartments in Safe for Books and Papers. Two Gallows Pipes, and other Stove Pipes. Patent Copying Press, complete with Stand. Small Table as Stand for Cash Box. One Brass Standard for testing Cullers' Rods. Cast Steel Stamps, for Stamping Cullers' Rods. One Writing Desk, covered with Green Baize. Twenty-four common Wooden Chairs. One Table for Culler's Office. Two wooden Arm Chairs. One Filterer.</p>
--	--

JOHN SHARPLES,
Supervisor.

SUPERVISOR OF CULLERS' OFFICE,
Quebec, 31st December, 1850.

Appendix
(M. M. M.)
29th August.

Appendix
(M. M. M.)
29th August.

SECOND REPORT

Of the Select Committee to which were referred the Public Accounts of the year 1850, with power to report from time to time.

Since the date of their First Report, Your Committee have carefully examined the several Public Accounts not noticed therein.

The outlay which, of all the public expenses, detailed in those Accounts, seems to Your Committee to be the most lavish and exceptionable, is that incurred for the printing of the Laws and other public and official documents of the Executive as well as Legislative Departments; but as this matter was under the consideration of another Committee specially named for the purpose by Your Honorable House, Your Committee have not thought proper to go further into it than to satisfy themselves that by throwing open this work to public competition, a material reduction in this item of the public expense may be effected.

The charges upon the country for salaries to the several Coroners in Lower Canada, (and, in particular, their fees and disbursements, amounting, by the Accounts, to £2,174 5s. 2d., besides the fees and disbursements due the Coroners at Quebec, for the last six months of 1850, being £317 9s. 2d. more—making a total of £2,491 14s. 4d. to those functionaries, for the year 1850,) have induced Your Committee to look into the details. They accordingly required the attendance of the proper officer, and upon examining into the matter, find a considerable portion of the expense to be made up of mileage for travelling, when called (as frequently occurs, for the performance of their duties,) to a distance from the place where they respectively reside. This, and other considerations, of general as well as local convenience and propriety, have suggested to Your Committee the expediency of recommending the appointment of a Coroner to each of the Counties of Lower Canada, without salaries, and to be remunerated by the fees of office only—an alteration for the better, which, Your Committee are of opinion, would not increase the public expense under this head.

Your Committee append to their Report, the information they have obtained on this subject, from the Deputy Inspector General of Public Accounts.

Your Committee, in conclusion, would recommend, that, inasmuch as the Receipts and Expenditure of the Public Revenue do not exhibit at one view the Gross Amounts (as shewn by the Statements Nos. 1 and 2, appended to this Report,) a Statement should in future be added to the Public Accounts annually laid before the Legislature—shewing the Gross and Net Receipts and Expenditure in each branch of the Public Revenue.

All which is respectfully submitted.

ROBERT CHRISTIE,
Chairman.

29th August, 1851.

MINUTES OF EVIDENCE, &c.

ROBERT CHRISTIE, Esquire, in the Chair.

Friday, 15th August, 1851.

Joseph Cary, Esquire, Deputy Inspector General, called in, and examined:—

Q. 1. The Committee observe, that in account No. 18, the fees and disbursements paid Messrs. Jones and Coursol, Coroners at Montreal, amount to £1,441, for the year ended on the 31st December, 1850; the account of the Coroners for Quebec is only made up to 30th June, 1850, and amounts to £240. Do the Coroners at Montreal receive at an average, (say of three or five years,) a greater amount of the public money for Inquests than those of Quebec?

A. The Total Amount of Fees and Disbursements of the Coroner of Quebec, in the year 1850, was.....	£557 14 4
In Montreal, the same year.....	1441 6 0

The Number of Inquests held at Quebec, in that year, was.....	136
In Montreal.....	473

The expenses of travelling in the District of Montreal far exceed those in the District of Quebec, because, in the latter District, the majority of Inquests are held in the City, or in its immediate vicinity, being chiefly on the bodies of Seamen drowned within the Port: in which cases, the travelling is little or none. Whilst, in the District of Montreal, the Inquests appear to be held in all parts of the District, even the most remote, and expenses for travelling are incurred in most cases.

Appendix
(M. M. M.)
29th August.

Q. 2. Do the charges of the Coroners for Inquests in Lower Canada, exceed those of the like functionaries in Upper Canada? if so, whence arises the difference?

A. The fees allowed in each Section of the Province, are:—

	In Lower C.			In Upper C.		
For holding each Inquest.....	£2	0	0	£1	0	0
Paid to summon Jury	0	0	0	0	2	6
For pannelling Jury (Constable in Lower Canada).....	0	5	0	0	5	0
Summons Witness, each.....	0	0	0	0	1	3
To Medical Practitioners for examining body, no operation	1	3	4	1	5	0
To do for opening body.....	3	10	0	2	10	0
To do for an analysis of the contents of the Stomach, &c., including opening the body	0	0	0	5	0	0
To do for each mile travelled, going and returning	0	0	0	0	1	0
Every Warrant	0	0	0	0	5	0
Necessary travel, per mile, to Coroner	0	1	0	0	1	0

In Lower Canada, there is no fixed charge for the travelling of the Medical men, but the same amount is generally allowed as to the Coroner: that is, in Montreal and Three Rivers, three shillings per league, for the distance between place and place; at Quebec, the expense actually incurred, as proved by vouchers.

It may be observed, that no allowance whatever was made in Upper Canada for the attendance of a Medical man on the Coroner's Inquests, until the year 1850, when the Act 13 & 14 Vic., cap. 66, was passed, making the above allowances to them, which are paid out of the Funds of the several Municipal Corporations, on the order of the Coroner.

In Upper Canada, more than one Coroner is generally appointed for each County, whose remunerations is the fee of Twenty shillings for holding each Inquest, as above stated, without any salary.

Q. 3. What may the clear average income of each of the Coroners of Montreal and Quebec, from fees paid by the public treasury of the Province, amount to, over and above their disbursements, and also of the other Coroners in Lower Canada?

A. The average Annual Income of the Coroners in Lower Canada, for the last three years, over and above Disbursements, are:—

	From Fees.			From Salaries.		
District of Montreal ...	£644	0	0	£111	2	2
Do of Quebec.....	266	0	0	111	2	2
Do of Three Rivers	72	0	0	55	11	1
Do of St. Francis..	12	0	0	50	0	0
Do of Gaspé:—						
County of Bonaventure.....	6	0	0	27	15	6
Do of Gaspé...	10	0	0	27	15	6

Q. 4. Are you of opinion that it would be desirable to put the Coroners upon fixed salaries, paying them only their *bonâ fide* disbursements, such as mileage, and other unavoidable expenses, instead of the present mode of remunerating them?

A. In my humble opinion, it would not be advisable to allow the Coroners fixed salaries instead of

fees; on the contrary, I consider that it would be misadvantageous in case of any change, that their remuneration should be as in Upper Canada, by an established fee for each Inquest held, allowing them the amount of all necessary disbursements.

The nature of the services to be performed by Coroners are such, that should their remuneration be by a fixed salary only, there is reason to believe that it would have the effect, in many instances, of defeating the ends of justice. The Coroner, satisfied of receiving his salary, would have no inducement for exertion in attending to Inquests that would be a source of trouble and loss of time, if, as most probably would be the case, he had any other employment or profession to occupy him. He would be apt to avail himself of any pretence, such as ignorance or want of correct information, of occasions requiring his investigation.

Q. 5. Are you of opinion that the nomination of a Coroner in each of the Judicial Districts in Lower Canada, without any other salary or allowance than such fees and disbursements as are allowed the Coroners in Upper Canada, would prove a saving to the country? Or would you have them in each Judicial Circuit? And would not such a change in the system be as efficient as that hitherto in use?

A. Without some compensation to the present incumbents, for the loss of income that would be thereby occasioned, such a measure, acted upon immediately, would be considered an act seriously injurious, if not one of positive injustice towards them.

As respects the future, I am of opinion that the appointment of several Coroners in each District, with the same rate of remuneration as allowed in Upper Canada, would have the effect of reducing the Public Expenditure, both as respects the remuneration of the officer and the expense of travelling, and would, at the same time, materially add to the convenience of the public, by having such officers at hand when required; and, in cases of emergency, avoiding the delays which must necessarily occur when the Coroner is resident at a distance.

Thursday, 28th August, 1851.

The Chairman submitted the draught of their Second Report, which was read.

Mr. Polette, a Member of the Committee, moved, That the third paragraph of the said Report be amended, by leaving out all the words after "appointment of a Coroner," and inserting the words "to each of the new Judicial Districts of Lower Canada, viz.: Ottawa, Kamouraska, and Chicoutimi, an alteration for the better; although Your Committee are not aware that any complaint has been made of the insufficiency of the present number of Coroners, nor that any Petition has been presented, either to the Legislature or the Executive Government, upon the subject," instead thereof;

Yeas, Mr. Polette, (1.)

Nays, Messieurs Armstrong, Badgley, McFarland, Merritt, Richards, and Robinson, (6.)

So it passed in the Negative.

The Report was then adopted.

Appendix
(M. M. M.)
29th August.

APPENDIX.

No. 1.—STATEMENT of the Total GROSS REVENUE constituting the CONSOLIDATED REVENUE FUND of CANADA, in each year since the Union,—taken from Statement No. 16, (compiled from the Public Accounts,) appended to the Report of the Committee on the Public Income and Expenditure, in 1849, excepting the Account of the Territorial Revenue, which (not appearing fully in the Public Accounts) is taken from Statement No. 2, appended to the said Report.

	Loan.			Gross Customs.			Gross Internal Revenue, exclusive of Territorial.			Gross Territorial Revenue.			Total Consolidated Fund.			
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	
1842				278930	7	3½	77927	18	1½	73188	18	0	429446	18	5	
1843				235087	16	0½	81789	11	9½	104605	2	7½	421432	10	5½	
1844				445559	4	10½	106629	5	2½	66754	0	0	619142	10	0½	
1845				449999	4	10	97947	14	10½	116623	1	6	664570	1	2½	
1846				422403	18	5½	112346	14	11	102294	1	11	637044	15	3½	
1847				413248	19	6½	143957	7	6½	86184	18	2	643391	5	3	
1848				336955	19	2	135850	8	11	61762	11	5	534568	14	6	
1849	200000	0	0	443531	2	4	111984	11	11	86294	1	1	791809	15	4	
1850				618093	4	9	148464	7	2	55594	10	0	822152	1	11	
	£	200000	0	0	3643809	17	3½	1016447	10	5½	703801	4	8½	5563558	12	5½

NOTE.—This does not include Specific Funds derived from Lands, viz.:—Clergy Reserves, University and College Funds, Grammar Schools and Jesuits' Estates,—nor does it include the Lunatic Asylum Tax, Tavern License Fees, Emigrant Tax, or any Local or Municipal Assessments.

Appendix
(M.M.M.)
29th August.

Appendix
(M.M.M.)
29th August.

No. 2.—STATEMENT of the Total EXPENDITURE by the GOVERNMENT of CANADA, out of the CONSOLIDATED REVENUE, in each year since 1841, &c.—(Continued.)

	Light Houses and Public Works, including Geological Survey.			Miscellaneous.			Total.			Land Scrip and Militia Rights redeemed.			Total, including Land Scrip.												
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.										
1842.....	77773	19	1½	4895	3	3	359538	12	3	16800	8	5	376339	0	8										
1843.....	10775	17	10	2574	19	1½	284829	19	8½	40913	5	2	325743	4	10½										
1844.....	89481	18	4½	7985	18	11	448091	6	11½	30019	8	9	478110	15	8½										
1845.....	83307	17	2	18160	5	3	523453	0	6	68370	6	1	591823	6	7										
{ 1846.....	83542	9	11	22432	5	8	507620	18	1	48471	16	11	556630	2	11										
{ * Supplementary Account, 1849	295	1	6	85	0	0	330	1	6																
{ † do do 1850	207	6	5				207	6	5																
{ 1847.....	61435	15	8	7089	2	10	480217	6	11	36261	19	9	520933	2	10										
{ Supplementary Account, 1849...	1539	3	5				1579	3	5																
{ do do 1850...	2874	12	9				2874	12	9																
{ 1848.....	21006	6	9	2740	17	2	474491	3	6	17611	12	8	597422	14	6										
{ Supplementary, 1849	2292	7	1	* 62282	13	6	104930	7	0																
{ do 1850				110	9	3	389	11	4																
{ 1849.....	13128	13	11	5672	17	9	450913	8	2	11994	12	0	505020	4	2										
{ Supplementary, 1850	10409	9	8	10780	7	2	42112	4	0																
1850.....	34322	14	8	18456	11	9	532063	12	4	21886	12	10	553450	5	2										
£										492993	14	3	163256	11	7½	4213642	14	9½	291830	2	7	4505472	17	4½	
Add—Balance on hand, 1st January, 1851										247184	7	10½													
Difference between Receipts and Expenditure, consisting of deductions for drawbacks, and for expense of collection, expenses of Crown Lands Department, &c.....										810901	7	2½							1058085	15	0½				
																5563558	12	5½							
Averaging, per annum										£	54777	1	7	18139	12	4½	468182	10	6½	32425	11	4½			

* This includes Amount refunded to Commissariat Department on account of advances for Lands ceded to the Crown by Indians, in Upper Canada..... £47,610 11 4
Expenses attending formation of new settlements..... 14,550 0 0

The details of Expenditure for 1842 to 1846, (inclusive,) are taken from a Statement of the Revenue and Expenditure of Canada, (compiled by Mr. Ross,) in Journals of 1850, (Appendix, Y. Y.)

The Expenditure for 1847 to 1850, (inclusive,) is taken from Statements of the Expenditure for those years, compiled from the Public Accounts, by Mr. Todd.

THIRD REPORT

And Proceedings of the Committee of the Legislative Assembly to whom were referred the Resolutions passed by the Legislative Assembly on the sixteenth day of June, 1850, on the subject of the

SEIGNIORIAL TENURE.

THIRD REPORT.

The Special Committee to whom were referred the Resolutions of Your Honorable House, adopted on the 26th June, 1850, relating to the Seigniorial Tenure, have the honor to make their Third Report, as follows:—

Your Committee finding with regret that the Bills prepared and submitted by them to Your Honorable House cannot be carried through the Legislature during its present Session, deem it their duty to lay before Your Honorable House for its consideration, with this, their final report, various suggestions made and divers documents collected by the several Members of Your Committee. And in doing so Your Committee would beg respectfully to urge the necessity of bringing the important Question which has engaged the attention of Your Committee, to a final settlement, at an early period of the next Session of Parliament.

The whole respectfully submitted,

LEWIS T. DRUMMOND,
Chairman.

PROCEEDINGS OF THE COMMITTEE.

Wednesday, 28th May, 1851.

In Committee on the above Order of Reference.

PRESENT:

Mr. Solicitor General DRUMMOND,
Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX,

Read the Order of Reference.

Mr. Solicitor General *Drummond*, called to the Chair.

Adjourned till Monday next.

Monday, 2nd June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.
Mr. ARMSTRONG,
Mr. BOUTILLIER,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX.

After some time spent in deliberation, the Committee adjourned till Tuesday next.

Tuesday, 10th June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.
Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Mr. LEMIEUX.

On Motion of the Honorable Mr. *Badgley*, seconded by Mr. *Armstrong*, the Committee adjourned till Thursday next.

Thursday, 12th June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.
Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX,
Mr. POLETTE,

After some time spent in deliberation, the Committee adjourned.

Tuesday, 17th June, 1851.

PRESENT :

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE Mr. BADGLEY,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX,
Mr. POLETTE,

Mr. *Boutillier* laid before the Committee the following series of Resolutions to be moved by him on Monday the 23rd instant.

Mr. BOUTILLIER moves to *Resolve*,—

1. That Commutation of the Seigniorial Tenure should be optional on the part of the *Censitaire* and binding on the Seignior.

2. That a declaratory law definitively establishing the seigniorial rights, and especially the *quantum* of *lods et ventes* and *cens et rentes* which the Seigniors may exact, is necessary in order to effect the commutation of the Seigniorial Tenure in such manner as shall be equitable and satisfactory for all parties, and that it is the duty of the Members of the Administration, to lay a Bill for that purpose before the Legislature, at as early a day as possible.

3. That in the event of the Administration declaring that it is impossible for them during this Session to lay before the Legislature a declaratory enactment, such as mentioned in the foregoing resolution, it shall be the duty of this Committee to use all possible diligence in preparing such a declaratory enactment, and reporting the same to the House by Bill or otherwise.

4. That in the event of the Committee not reporting a declaratory enactment, or if the Committee should report, and such report not be concurred in by this House, the Committee are of opinion, that a Bill founded on the following Resolutions be reported, with a recommendation that the same be adopted by the House during its present Session, in order that no *Censitaire* who may be so situated as to be enabled to effect a commutation which will prove easy and useful to him, may be deprived of that advantage any longer.

RESOLUTIONS submitted by Mr. *Boutillier*, and upon which it is suggested to frame a Bill to facilitate the Commutation of the Seigniorial Tenure.

1. That the *Censitaire* shall be entitled whenever he shall think proper, to require the Seignior to commute the tenure under which his property is held.

2. That in so far as regards the land the tenure whereof shall have been commuted, all seigniorial rights, with the exception of that of *Banalité* shall be abolished; the *Censitaires* paying to the Seignior (but only in the absence of a declaratory law defining the seigniorial rights):—1. The capital sum represented by the rent mentioned in the deed of concession; 2. An indemnity for *lods et ventes*, the amount of which shall be based upon the value of the *Censitaire's* land, and the annual and average revenue of the Seignior

in *lods et ventes*, during the last ten years preceding such commutation.

3. That the indemnity payable to the Seignior shall be determined by Arbitrators, one of whom shall be appointed by the *Censitaire*, and the other by the Seignior; and in case a difference of opinion shall arise, the two first Arbitrators shall appoint a third.

4. That the Seigniors shall give under oath every information required by the said Arbitrators, and shall also allow them to have access to their land rolls, under a penalty of £

5. That every *Censitaire* who shall have commuted, shall give notice thereof in the "Official Gazette."

6. That moneys due for commutation shall remain in the hands of the *Censitaire* during three months, and bear hypothec on the property the tenure whereof shall have been commuted, and shall be paid by the *Censitaire* either to the Seignior or to creditors, as in the cases hereinafter provided.

7. That if, after the expiration of three months from the giving of the notice, no person shall inform the *Censitaire* that he is a creditor of the Seignior, then the *Censitaire* shall pay the amount of his indemnity to the Seignior.

8. That the creditors of the Seignior, on notice being given by one of them, shall meet together and establish their demands in an amicable manner, if it be possible so to do, and in the event of such arrangement not being come to, then their demands shall be established by a Court of Justice, on the petition of one of the creditors.

9. That if an amicable arrangement shall be come to, the *Censitaire* shall pay the amount of the said indemnity at the expiration of the three months, according to the terms of the arrangement.

10. That, on the contrary, if the creditors sue for their rights in a Court of Justice, the *Censitaire* shall pay the amount of the said indemnity in such manner as the Court shall order.

11. That Town and Village lots, the rate of seigniorial rents whereon shall be higher than the ordinary rates on other lots in the same seignior, in proportion to their respective superficial extent, shall also pay as a commutation indemnity, the capital sum represented by the rent payable on such Town or Village lot; but that the indemnity payable for *lods et ventes* shall only be in proportion to the value of the land alone, and not in proportion to the buildings and improvements thereon.

Mr. *Armstrong* also laid before the Committee the following outline of a law upon which it is also suggested to frame a declaratory Act on the same subject.

That when a *Censitaire* shall be desirous of effecting a commutation of his land with the Seignior, the amount of the commutation shall be calculated at the rate of six per cent. on a capital represented by the rent hereafter established; provided that no *Censitaire* shall be entitled to require his Seignior to commute for a sum less than that representing a capital of one half-penny an arpent, whether such rent be payable

Appendix
(N.N.N.)

29th August.

in money, grain, personal labor, (*corvées*), capons, or otherwise; but on the contrary, that the *Censitaire* may always oblige his Seigneur to commute for a capital calculated on a rent of one penny per arpent, whatever be the rent established in any Seignior.

That the *Censitaire* shall continue to pay to his Seigneur the *cens et rentes* which he or the parties to whom the land was first conceded have agreed to pay, so long as he shall not commute his land.

That the Seigneur shall be obliged to concede wild lands at one penny per arpent, and may be forced thereto by summary proceedings.

That when the Seigneur and the *Censitaires* shall agree to effect a commutation for the lands which are not yet conceded, they shall be able to effect it immediately in the form of a sale, (*sous forme de vente*;) provided that the conditions of such sale do not contain any Seigniorial restrictions.

That only one *lods et ventes* shall be paid on the amount of the value of each land, when there is a commutation; and the said amount shall be determined by Arbitrators if the Seigneur and the *Censitaire* do not agree, each party choosing his own arbitrator; and in case the arbitrators shall not agree among themselves, they shall choose a third whose decision shall be final.

That all honorary rights (*droits honorifiques*) shall be abolished.

That the Seigneur may retain as a Domain five hundred arpents of land; and that his mills shall not be *banal* mills, except for such of his *Censitaires* as shall not have commuted; provided that he shall keep his said mills in good order, and shall not charge more than others for grinding any grain brought to them for that purpose.

That all water-courses, rivers or streams, whereon it may be possible to construct mills or factories, and running through commuted lands, or along their boundaries, or considered as forming part of such lands, shall be freed from all Seigniorial restrictions, and shall then belong to the *Censitaire*, in order to the construction of mills or factories thereon.

The Honorable Mr. CHABOT, also laid before the Committee the following outline of a law on the subject of Commutation.

1. *Cens et rentes* to be fixed hereafter at the rate of the first concession in every Seignior in which concessions have been made.

2. *Cens et rentes*, in Seigniories in which no concessions have yet been made, fixed at two *sols* per arpent.

3. The Seigneur required to concede in lots of 75 to 100 arpents in superficies; he may not concede more than one lot to each person.

4. He shall not retain more than arpents in superficies for his Domain or his own use.

5. The Seigneur shall not insert in the deeds of concession any reservations or conditions other than the following:—1st. The *cens* at the above rate; 2ndly. The obliging the *Censitaire* to perform the duties of actual settlement, (*tenir feu et lieu*) on the lot conceded, within three years from the date of the

concession; 3rdly. The obliging the *Censitaire* to cause the grain grown on the conceded lot, and intended for the use of his family, to be ground at the *banal* mill; 4thly. To exhibit his deed of purchase and take out a new title deed (*titre nouvel*) as by law required; 5thly. The payment of *lods et ventes*.

6. In Seigniories in which the rate of *cens et rentes* has been increased by any Seigniors now in possession of Seigniories, the said *cens et rentes* to be reduced to the rate of the first concession.

7. So much as shall have been received by the present Seigniors from the *Censitaires* beyond the rate of the first concession in *cens et rentes* or as the price of sale, or over and above the said *cens*, shall be deducted from the *cens et rentes* to be paid hereafter, or from the amount of commutation.

8. Pre-emption (*retrait*) abolished in all sales by authority of justice, and also in all private sales, unless in the latter case the Seigneur shall prove that fraud has taken place.

9. The *Censitaire* shall not sell the conceded lot before the expiration of three years from the date of the concession.

10. All Rivers and rivulets, whether floatable or not, shall appertain to the *Censitaire*.

11. The *Censitaire* shall cause the grain grown on the conceded lot, and intended for the use of his family, to be ground at the Seigniorial (*banal*) mill; but this shall not apply to any other grain.

12. Each *Censitaire* allowed to construct on the conceded lot, such mills, manufactories and other constructions as he may think proper.

13. All reservations (other than those enumerated under No. 5), inserted in deeds of concession granted by the present Seigniors, declared null and void.

14. All honorary rights granted to the Seigniors before the conquest of the Country, declared to have ceased and determined.

15. Commutation whensoever the *Censitaire* shall require it, on paying to the Seigneur a compensation for his rights, to be estimated by Arbitrators.

16. Privilege for only five years' arrears of *cens et rentes*, and for *lods et ventes* during the two years of the exhibition to the Seigneur of the title under which such *lods et ventes* are payable.

Mr. LEMIEUX also laid before the Committee the following plan for the Commutation of the Seigniorial Tenure.

1. That the Seigniors shall be obliged to concede their waste and unconceded lands to *Censitaires* who may desire to settle thereon, under a penalty of £10 currency for every refusal so to do, recoverable before any Court of competent jurisdiction; one-half of the said penalty to go to the prosecutor, and the other half payable to the Receiver General; and that in default of such concessions being made by the said Seigniors, it shall be lawful for any person to apply to the Justices of the Superior or Circuit Courts within the jurisdiction whereof the land which such person wishes to obtain by deed of concession shall be situate, either in term or in vacation, by a declaratory petition, (*requête libellée*;) which shall be summarily

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

adjudged upon; and if it be proved that the Seigneur has refused to concede according to the terms of the Law, it shall be lawful for such Justices to grant by their judgment a deed of concession subject to the charges and conditions to which the Seigniors shall be bound to concede, on the *Censitaire* binding himself to conform to the said charges and conditions. The costs to be borne by the losing party.

2. That the *Censitaires* shall be obliged to perform the duties of actual settlement, (*tenir feu et lieu*), to clear and make improvements on the lands conceded, within three years from the date of the deed of concession, in order to secure the payment of the *cens et rentes* and other Seigniorial dues, and that in default of their so doing within the said period, it shall be lawful for the Seigniors to reunite the said lands to their Seigniories, unless the said lands be woodlands, and kept as such, and that in such case the *Censitaires* shall give security to the Seigniors for the payment of the *cens et rentes*.

3. That the Seigniors shall not have the power of exacting more than one penny of annual *cens et rentes* carrying with it *lods et ventes* for every arpent of land in superficies which they shall hereafter concede; the said *cens et rentes* carrying with it *lods et ventes* without any other reservations than the right of *banalité* and the right of pre-emption, (*retrait*), as hereinafter explained.

4. That it shall not be lawful for the Seigniors to concede to the same person a greater extent of land than 120 superficial acres, under a penalty of (£10,) half of which shall go to the informer, and the other half be payable to the Receiver General, and may be recovered before any Court of competent jurisdiction; and any concession or deed of concession of any greater extent, may be annulled at the suit of any person who shall offer in good faith to take the said land as a concession according to law; unless the person demanding a greater extent of land shall have any male children of the age of at least fifteen years; in which case he shall be entitled, to obtain a concession of a tract of land of 120 superficial arpents for each of his said children, on mentioning in the deed the parties for whom the said land shall have been taken as a concession, and by having inserted in the deed itself the name or names of his said children for whom the said land or lands shall have been taken as a concession.

5. That the Seigniors shall not have the right of exacting hereafter more than one penny of *cens et rentes* for every superficial arpent of land, for all lands already conceded, notwithstanding any stipulations to the contrary; they shall not, however, have power to raise the *cens et rentes* which are now fixed at a lower rate than one penny.

6. That it shall be lawful for any person to make use of all descriptions of water-courses, streams, and floatable rivers, etc., running through or along his property, and he shall have power to construct thereon all kinds of mills and factories, and to make such use thereof as he shall think proper, without, however, altering the course of the water, or causing any damage to any person whomsoever, or preventing the Seigneur or Seigniors from making use of such quantities of water as shall be necessary for the working of the *banal* mill or mills.

7. That notwithstanding the free use of the said waters, the *Censitaires* shall be bound to have their grain intended for domestic use, ground at the *banal* mills where *banal* mills are constructed, on condition

of the Seigniors maintaining their mills in good repair, etc., and that the Seigniors shall be discharged from the obligation of erecting mills where the same shall not as yet have been constructed, and in such case it shall be lawful for the *Censitaires* to have their grain ground where they shall see fit.

8. That the conventional pre-emption (*retrait conventionnel*) stipulated in the deeds of concession in favor of Seigniors, shall be abolished as regards property which shall be sold by authority of justice or in good faith between the parties; that the Seigniors shall not have the right of exercising the said *retrait conventionnel* in any of the cases above mentioned, under any pretext whatsoever, nor in any case in which the parties shall have covenanted in good faith; but that they shall have the power so to do when fraud shall have been practised against their rights, and in case of fraud, the parties guilty thereof shall be condemned to pay to the Seigniors a fine of £

9. That the reservations mentioned in the title deeds of lands already conceded, such as reservations of mills sites, mines, minerals, calcareous stone, wood for building purposes, and of all other kinds, and all other reservations generally whatsoever, with the exception of *cens et rentes*, *lods et ventes*, *banalité* as regards grain consumed for domestic purposes, and pre-emption, (*retrait*), in the case of fraud, shall be declared henceforth null and of no effect, and considered as never having been stipulated.

10. That hereafter Seigniors shall not be required to make oppositions *à fin de charge* for the preservation of their Seigniorial rights, to the sale of real estate by authority of Justice, and that the officers empowered to effect the sale of real estate situate in Seigniories, and which is and shall be held *en roture*, shall advertise the said sales as chargeable with Seigniorial rights and dues, thus sufficiently providing for the preservation of the rights of Seigniors; and if the Seigniors shall fyle any opposition, notwithstanding such notice, they shall be condemned to pay the costs thereof, as also all other costs resulting therefrom.

11. Whereas lands held *en roture* have acquired great value by reason of the improvements made thereon by the *Censitaires*, and in exacting *lods et ventes* on the entire amount of the price or consideration of each mutation, when *lods et ventes* are due, the Seigniors receive *lods et ventes* not only on the value of the property itself which comes from them, but on the improvements which do not essentially form part of the said lands, and thus the industry of the *Censitaires* is taxed for the payment of *lods et ventes* not only on the value of the property and of the improvements forming an essential part thereof, but also on the improvements which do not form an essential part thereof, and which the *Censitaires* may or may not make, according to their own pleasure, and without giving the Seigniors cause to complain; it becomes necessary to declare that *lods et ventes* shall only be levied hereafter upon the value of the said property, and upon the improvements which essentially form part thereof, such as clearing, new land, drains, fences, etc., but not on the buildings erected on the said land.

It must be remarked that the present circumstances of the country are very different from what they were at the time of its first settlement. At that period, the lands were of very small value, and there were no mutations, or at all events, but very few; thus affording very small profits to the Seigniors. At present, the lands are of great value, and there are

Appendix
(N.N.N.)

29th August

Appendix (N.N.N.)

29th August.

a great many mutations, and, by reducing the quantum of lods et ventes to be paid, according to the value of the lands as before mentioned, the Seigniors would be receiving more in proportion at the present day than they received at the time of the first settlement of the country. If this suggestion were adopted, I would take the liberty of submitting, that the Government ought to abandon their rights to the quint and requint (where the latter exists) as well for the past as for the future.

As to commutation, I am of opinion that it ought to be voluntary on the part of the Censitaire, and in case the Censitaire and Seignior should not agree respecting the conditions of commutation, the Censitaire should be entitled to commute on the conditions provided in the Act of 1847, 10th & 11th Victoria, cap. 111.

The whole humbly submitted.

Resolved, on motion of Mr. Boutillier, seconded by the Honorable Mr. Chabot, That the Chairman of this Committee do move this day in the Legislative Assembly for leave to print the proceedings of this Committee and the documents laid before them, or such part thereof as the Committee shall deem proper or necessary for the Members thereof.

Adjourned till to-morrow.

Tuesday, 17th June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

- Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Honorable Mr. CHABOT,
Honorable Mr. LA'TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Honorable Mr. BADGLEY, laid before the Committee the following plan, to serve as the basis of a Law for the Commutation of the Seigniorial Tenure.

Resolutions to be proposed by Mr. Badgley, before the Committee on the Resolutions of the 26th June last, on the subject of Seigniorial Tenure.

With a view to the importance of the subject matter of the reference to the Committee and its final equitable adjustment, the undersigned proposes:—

Resolution 1. The abolition of Quint and all other Seigniorial Crown rights and due on Seigniories and Fiefs, thereby facilitating commutation as between Seigniors and Censitaires, and affording to the former an indemnity against the extinction of rights to which they might legally lay claim.

[The loss to the public revenue from this source is too inconsiderable to justify its retention. During the entire period, from 1803 to 1850, both inclusive, the total amount received from Quint is £37,213. The annual average for 47 years, £790.

It may also be observed that the annual receipts range during that entire period from £5 and upwards, only exceeding £700 upon nine occasions at long intervals from each other.]

Assuming the necessity and policy of a conversion of the Seigniorial Tenure into that of free and common socage, exempt from the objections of the existing tenure in Seigniorial Canada, the undersigned proposes:

Resolution 2. The immediate abolition of all Seigniorial rights and dues of whatever kind, and of all incidents of Seigniorial Tenure upon Seigniorial lands, including the right of pre-emption, retrait, subject to the reservations hereinafter mentioned.

Resolution 3. The establishment of a system of commutation between Seigniors and Censitaires, securing to the former a fair equivalent for their present revenues, enfranchising the latter from onerous, but in general, voluntarily contracted duties, and reducing the whole into a money estimate yielding interest, as the representative of the abolished dues.

[The want of capital and the jealousy existing between the parties interested, interfere to prevent the compulsory commutation on both sides, at once, certainly the most desirable method, and leave only the voluntary commutation by the Censitaire with its compulsory acceptance by the Seignior.

The commutation and adjustment therefore will affect the reservations only, and these are:—

- 1. The cens et rentes.
2. The lods et ventes.
3. The banalite de moulin.

1st. The cens et rentes consist of an annual rate, payable in money, or in money and grain or other commodity by the Censitaire to the Seignior.

The original annual rate was almost invariably estimated at 1d. per superficial acre, previous to 1763, only varied during that period by the money price of the grain rent; since that period arbitrary rates considerably exceeding the highest value of the original rate have been demanded by Seigniors and assented to by Censitaires.

The original rate was made up as follows:—If the rate was of money, one half-penny of cens as recognitive of the tenure, one half-penny of rentes as the annual rental for the land, formed together one penny per each superficial acre; which, assuming the average areas of farms conceded to be 90 superficial acres, forms the annual rate of seven shillings and sixpence for that area.

If the rate was of money and wheat, then the rente was represented by one quart of wheat for each superficial acre, forming two and a quarter bushels of wheat for the ninety acres, which at the estimated value of 1s. 8d. per bushel £0 3 9

The half-penny of cens for ninety acres formed..... 0 3 9
Making for the entire area, the amount of £0 7 6

The rate in wheat under the original concessions was the exact equivalent of the rate in money, one shilling and eight-pence or forty sols, being then the assumed value of the bushel of wheat; the same

Appendix (N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

rate continued to be charged on concessions, although the rate in wheat became more profitable to the Seigneur from its increased market value, but still retaining its original character of a legal rate.

This calculation is given to indicate the value of the original rate, and at the same time to shew that the proposed commutation, at the one penny money rate, would be unjust; inasmuch as the wheat rate, being admissibly as legal a *cens et rentes et redevance accoutumée* as the money rate, would be regulated by the market price of the grain.

The *cens et rentes* thus assumed as producing only rental to the Seigneur, as the representative of capital should be replaced, on commutation, by an equivalent capital yielding an equal interest, or by an equal amount of interest derived from an invested capital sufficient to produce that revenue.

The commutation of the money rental can create no difficulty, inasmuch as assuming that rental to be the interest exponent of capital, and taking, for instance, seven shillings and sixpence, as that exponent for a farm of ninety acres, the capital would amount, at six per cent., to £6 5s.

The commutation of the grain and money rent combined, would of course be effected by the market price of the commodity.

The following averages, taken from authentic sources, may be relied upon as *indicia*, to exhibit the possible estimation of commutation in that particular:—

Price of wheat from 1729 to 1757, 28 years,	2s. 11d.
	or 3 liv. 10 sols.
Do from 1766 to 1796, 30 years,	4s. 6½d.
	or 5 liv. 9 sols.
Do from 1796 to 1816, 20 years,	8s. 8½d.
	or 10 liv. 9 sols.
Do from 1816 to 1841, 25 years,	5s. 7½d.
	or 6 liv. 15 sols.
Do from 1841 to 1851, 10 years,	5s. 4d.
	or 6 liv. 8 sols.

The calculation then, for a ninety acre farm, would be, assuming the same money *cens* one half-penny per acre.....£0 3 9

Two and a quarter bushels of wheat at 5s. 6d..... 0 12 4½

Annual money value of rent.....£0 16 1½

Which, capitalized, would amount to the sum of £13 10s., nearly.]

Resolution 4. The commutation of the *cens et rentes*, by capitalizing their actual money value to produce capital yielding interest, or interest from invested capital, at the actual time of commutation, and the conversion of this capital into a *rente constituée*, or into payments by instalments, but bearing interest till paid: the option to be with the *Censitaire*.

[The *lods et ventes*.—These are a fine upon mutations of Seigniorial lands, directly affecting industry and the capital employed in their improvement; for instance, a wild lot of little value is improved by industry and capital or actual outlay, to the value of £100; assuming that to be its real market value, the purchaser would deduct one-twelfth, which he personally is compelled to pay to the Seigneur for the fine on his purchase, and the original tenant would

be thereby deprived of so much of his outlay, say £8 6s. 8d. The same fine applies, of course, to Seigniorial City or Village property as well as to Country property; for instance, a vacant lot in a City, purchased at £500, upon which an outlay in cash is made of £5,000 for buildings; the sale of this improved lot, admissibly in the market worth £5,500, is subject to reduction, as against the seller, by the amount of the fine of one-twelfth, say £468 6s. 8d., which the purchaser is compelled to pay to the Seigneur, leaving the balance, £5,041 13s. 4d. for the proprietor, who is consequently a loser by the amount of the difference.

The commutation and adjustment of this fine must therefore be so regulated as to insure to the *Seigneur* a fair equivalent for the reduction of it, and to the *Censitaire* an equitable mode of relief from the legalized grievance.

Applying the same principle of the reduction of this source of revenue into capital for payment, or for interest as representing an amount of fixed capital, two propositions present themselves:—

1. The capitalizing of the revenue from this source, estimated for a period of five or ten years, and partitioning the amount among the existing concessions: It is simply sufficient to object to this mode, that the same jealousy, above adverted to, would attach unfairness or injustice to the Seigniors in their estimate, and which, moreover, in many instances, must be altogether arbitrary, from want of proper account books to establish the estimate; and

2. The application of the principle of capitalization to each lot of land, and individualizing each transaction which is recommended.

This can only be effected by an estimate of the market value of the land for commutation, at the time of the commutation, either by common accord or *à dire d'experts*, and thereupon estimating the *lods et ventes* in capital, at one *lods et ventes* or one-twelfth upon the market value so found; and as an inducement to commutation, and in the equitable interest and right of the *Censitaire*, allowing a reduction or discount upon the payment of the rate upon a graduated scale of years, as for example:—

If the payment be effected in 5 years, $\frac{1}{15}$,
10 years, $\frac{1}{8}$,
After 10 years, $\frac{1}{5}$,
and increasing from the more to the less valuable property, by an additional percentage, in the same proportion—

For property of £200 or over, $\frac{1}{15}$,
Of £100 to £200..... $\frac{1}{8}$,
Under £100..... $\frac{1}{5}$.]

Resolution 5. That the *lods et ventes* shall be commutable upon a valuation to be established at one *lods et ventes* upon the market value of the land for commutation, subject to the reduction or discount for prompt payment of
One-tenth if the payment be made in 5 years.
One-ninth if the payment be made in 10 years.
One-eighth if the payment after 10 years.

And a further reduction of a similar proportion according to the value of the property commuted:—

One-tenth for property of the value of £200 and over.
One-ninth for property of the value of £100 to £200.
One-eighth for property under £100.

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

This commutation money to be invested and payable in the same manner as that for the *cens et rentes*.

[The object and intention of the original grants being essentially the settlement of the country, that object should not be allowed to be diverted or impaired, either by sales at high prices or by concessions at high rates, of the unconceded lands in the Seignior. It must be manifest that a high money price for the lot, or a high money charge upon it in the form of rent, are precisely alike as affecting the transaction. The unconceded lands should therefore be at once declared exempt from the operation and effect of Seigniorial Tenure; but compulsorily subject to be sold by the Seignior to intending settlers upon them, at prices forming a capital equal to the preceding assumed rates of commutation for *cens et rentes* and *lods et ventes*, for the conceded lands of the Seignior.]

Resolution 6. That the unconceded Seigniorial lands shall be immediately declared free from Seigniorial Tenure, but subject to be sold by the Seignior at a sum equal to the capital established for commutation of the *cens et rentes* and *lods et ventes*, upon a combined average of the rental of the conceded lands in the Seignior, and the market value of the lot sold for settlement.

[The *banalité de moulin* has become a legal incident to Seigniorial property, though originally only a matter of conventional agreement between the *Seignior* and *Censitaire*. Where no Banal Mill has been erected in a Seignior by the Seignior, or been purchased by him and converted to such a purpose, or where the Seignior holds in his own possession all the mill sites in his Seignior, thereby preventing competition with himself, no indemnity should be allowed or can justly be claimed. If such a mill exists, which must be kept up at the expense of the Seignior, the Seigniorial revenue, as such, can only be claimed from the mulcture of one-fourteenth of the Corn ground at the mill, which according to law, strictly applies only to the grinding of the corn consumed within the Seignior, and not to that for importation or use beyond it. It is, however, a source of Seigniorial revenue, but it may be observed that its productiveness depends much more upon the efficiency of the mill to satisfy the wants and necessities of the *Censitaires*, than upon the compulsory privilege of the *Seignior* over them in these respects.

An equitable mode of adjustment may be obtained by ascertaining the annual revenue derivable from the mulcture of the productions in grain from the Seignior itself, taken upon an average of the preceding five years, and charging each farm land with its proportion of its capitalized amount, or by a similar average for a like period, of the grain produce of the farm consumed by the family in that time, and allowing one-twentieth as the interest of a capital of that amount to be charged on the land; the latter mode is preferable.]

Resolution 7. That the indemnity for the commutation of the right of *banalité* be estimated upon an average of five years of the grain consumption of each farm family in the Seignior and estimating a capital thereon, represented by one-twentieth of the average as the interest of the capital.

[With reference to *retrait* or right of pre-emption, which in many cases, has been made to work extreme injustice against *Censitaires* and their creditors; it

should be confined strictly to the object it had in view, the protection of Seigniors against the frauds in the prices of voluntary mutations; with that purpose, the present legal effect of the exercise of the right of *retrait*, enabling the Seignior to hold the land sold under value, on payment of the price and expenses, shall exist no longer, but a fair competition at public sale shall in all cases be substituted in lieu of it; the Seignior to have the right of claiming his *lods et ventes* upon the actual *bonâ fide* amount of the voluntary sale; but in no case upon *décrets* or sheriff's sales, or *expropriations forcées* lands taken for public purposes.

The subsisting Seigniorial privileges upon the lands to remain attached to them until their commutation, for the *cens et rentes*, *lods et ventes*, *banalité de moulin*, only with the protection of the Seignior for his *lods et ventes* in cases of fraudulent but voluntary sales as above mentioned.]

Valuations by *experts* or arbitrators when required, to be made by persons chosen by the parties or by a Judge of a Circuit Court nearest to the property to be commuted, or by a Judge of the Superior Court.

The whole submitted.

W. BADGLEY.

On motion of the Honorable Mr. *Chabot*, seconded by Mr. *Lemieux*, it was

Ordered, That the Clerk of this Committee do write to Thomas Amiot, Esquire, Deputy Registrar of this Province, requiring him to prepare and lay before the Committee authentic copies of three judgments respectively rendered by Intendants, on the 22nd January, 1716, 15th February, 1716, and 23rd January, 1738.

Adjourned *sine die*.

Monday, 23rd June, 1851:

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE,

The Clerk of the Committee produced the answer of Thomas Amiot, Esquire, Deputy Registrar of this Province, together with the copies of the judgments transmitted therewith, in conformity with the Resolution passed by the Committee at their sitting of the 17th instant.

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

PROVINCIAL REGISTRAR'S OFFICE.

Toronto, 21st June, 1851.

Sir,

I have the honor to transmit to you, herewith, the documents required by your letter of the 17th instant.

I have the honor to be,
Sir,
Your most obedient Servant,

THOS. AMIOT.
Deputy Registrar.

J. P. LEPROHON, Esquire,
Clerk of Committee on
Seigniorial Tenure.

(Translation.)

MICHEL BEGON, &c.

[22nd January, 1716.]

BETWEEN *François De Chavigny*, Proprietor of the Fief and Seigniority of *La Chevrotière*, Plaintiff in requeste, here present in person, assisted by M^{re}. *La Cettièrre*, his Attorney, of the one part: *Joseph* and *Louis Chapelain* and *Thérèse Chailé*, widow of *François Nau* the elder, and *François Nau* the younger, inhabitants of the said Seigniority, Defendants, here present in person, of the other part: the said Plaintiff setting forth in his Petition of the second of October last, served on the 29th of the same month, that several inhabitants do refuse every year to perform a *corvée* of some days, to which they are bound under the Titles of Concession granted them; and having before us the *Ordonnance* rendered by Monsieur *Raudot*, on the fourth of June, 1710, whereby, on a complaint made by *Sieur Robineau*, Seigneur of Portneuf, against one *Marcot*, that the latter had refused to furnish his own board and use his own tools in performing the two days' *corvée* to which he is bound in every year in favor of the said *Sieur Robineau*, he doth condemn the said *Marcot* and all the other inhabitants of Portneuf to perform their *corvées* in favor of the said *Sieur Robineau*, without his being obliged to furnish them with board or with tools, and doth declare the said *Ordonnance* to apply to the said *Sieur de la Chevrotière*; whereupon he doth order the inhabitants to perform their *corvées* in favor of the said *Sieur de la Chevrotière* as in the case of the inhabitants of Portneuf; and on the said inhabitants refusing to perform in favor of the said Plaintiff the said *corvées* to which they are bound, he did sue them before the *Prévôté* of this city, on which action judgment was rendered on the 20th of February, 1714; the question at issue being the execution of the *Ordonnance* rendered by Monsieur *Raudot* and that rendered by us in conformity therewith, on the twenty-second of the said month of February, he did withdraw the said action and refer the matter to us, praying that the Defendants be condemned to perform in his favor the *corvées* to which they are bound, together with costs; and it having been stated by the said Defendants, that by Article LXXI of the Custom of Paris, it is expressly declared that no Seigneur can force his tenants to go to the oven or mill which he pretends to be a *banal* one, nor to exact *corvées*, unless he has a valid title thereto, and which said article is confirmed by several *arrêts*; and the said Defendants having prayed that we may discharge them from the performance of the said *corvées*, and forbid the said *Sieur de la Chevrotière* to

exact them, unless he shall shew a valid title granting him the right to the said *corvées*, according to the Article LXXI of the *Coutume*, and condemn him to the payment of the costs, interest and damages after having heard the parties: Having before us the said Petition; the relinquishment by the said *Sieur de la Chevrotière*; Our *Ordonnance* at the foot thereof bearing date the tenth day of October, ordering that the said Petition, together with our *Ordonnance*, be served upon the parties, in order that they do appear before us on the tenth day of November next, and for the said purpose that the said Petition and *Ordonnance* be served by the Captain of Militia of the locality; the service of the whole by *François Gariépy* upon *Joseph Chapelaine*, *Thérèse Chailé*, widow of *François Nau* the elder and *François Nau* the younger, on the 29th of the said month of October, summoning them to appear before us on the said ninth day of November, to answer to and proceed upon the conclusions of the said Petition; the *Ordonnance* rendered by Monsieur *Raudot*, bearing date the fourth of June, One thousand seven hundred and ten, condemning the inhabitants of Portneuf to perform in favor of the *Sieur Robineau* their *corvées*, free, without his being obliged to board them or furnish them with tools, and making the said *Ordonnance* apply to the case of the said *Sieur de la Chevrotière*, and ordering the said inhabitants to perform their *corvées* in his favor in the same manner as the inhabitants of Portneuf are required to do; Our *Ordonnance* at the foot thereof, bearing date the second of February, 1714, by which we adjudge that the *Ordonnance* of Monsieur *Raudot*, shall be executed according to its form and tenor; a Deed of Concession granted by the said Plaintiff to the said *Louis* and *Joseph Chapelaine*, executed before the said *Chambalon*, on the twentieth day of July, 1694, by which the said *Louis* and *Joseph Chapelaine*, are respectively bound, among other things, to perform in every year a *corvée* of two days when called upon so to do at any time but the sowing and harvest time; another Deed of Concession of a lot of land three arpents in width by forty in depth, conceded by the said Plaintiff to *François Nau* the elder, executed before M. *Chambalon*, Notary, in the *Prévosté* of this town, bearing date the eighth day of August, 1704, on the same conditions as that of the said *Chapelaine*; another Concession Deed granted by the said Plaintiff to *François Nau* the younger, of a similar quantity of land, executed before the said *Chambalon* on the said eighth day of August, 1704, on the same conditions as that of the said *Chapelaine*, and *Nau* the elder; having also before us the petition presented by the said *Joseph Chapelaine*, to the *Sieur Dartigny*, acting as *Lieutenant particulier* at the seat of the said *Prévosté*: His *Ordonnance* at the foot thereof, dated the ninth of November, 1714, whereby, for the causes and reasons contained in the said petition, he doth dismiss the action brought by the said *Chapelaine* against the said *Sieur de la Chevrotière*, and doth condemn him to pay costs: another petition presented to the said Judge by the said *Sieur de la Chevrotière*; His *Ordonnance* at the foot thereof, bearing date the twentieth of this month, whereby, for the causes and reasons therein contained, he doth allow the said *Sieur de la Chevrotière*, to appeal from the judgment rendered by him on the ninth of November, 1714, and in consequence thereof doth order the said *Sieur de la Chevrotière*, to bring the matter before us, inasmuch as the matter in question is the execution of the *Ordonnances* rendered by Monsieur *Raudot*, and by us.

Having maturely considered upon the whole, WE DO ORDER that the *Ordonnance* rendered by the said Monsieur *Raudot*, on the said fourth day of June, 1710, and that rendered by us on the second day of

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

February, 1714, shall be executed according to their form and tenor; whereupon WE CONDEMN the Defendants when called upon at any other time than the sowing or harvest time, to perform their *corvées* in favor of the Plaintiff without his being required to furnish them with board or with tools: *we forbid the said Sieur de la Chevrotière, and the other Seigniors of this Colony to insert in the Deeds of Concession which they shall hereafter make, the said clause entitling them to corvées, ON PAIN OF NULLITY; and the present Ordonnance shall be served upon the said Defendants by the first Officer of Militia, of the neighboring Côtes, on being thereunto requested. We do order, &c.*

Done at Quebec, this twenty-second day of January, 1716.

BEGON.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 21st June, 1851.

Certified, a true copy of the original as enregistered in the Register of the Commissions and *Ordonnances* of the Intendants, deposited in this Office.

THOMAS AMIOT,
Deputy Registrar.

MICHEL BEGON, &c.

[16th February, 1716.]

FRANCOIS AUBERT, Esquire, Seigneur of the *DeMaure* Lands, Royal Councillor in the *Conseil Supérieur* of this Country, heir of the late *Sieur De Maure*, in his lifetime proprietor of the said Seignior, and in possession of the rights granted to him by *Sieurs Aubert*, his brothers, having shewn to us that the proprietors of the said lands did apply to *Messieurs De Botroue* and *Raudot*, then Intendants in in this Country, for the purpose of obliging the inhabitants of the said Seignior to pay the *cens et rentes* owing by them for and in respect of the lands therein held by them, and to furnish to the said Seignior a copy, in due form, of their Concession Deeds, and of requiring those who possess lands on location tickets to take out Concession Deeds, which a portion of the said inhabitants have not done, although the said *Sieur Aubert*, since he has been in possession of the said Seignior, did call upon the said inhabitants after the celebration of High Mass, to come and settle their accounts with him and pay the arrears of the *cens et rentes* owing by them according to their Concession Deeds; the said *Sieur Aubert*, as new proprietor of the said Seignior, having prayed that we should condemn the said inhabitants to exhibit their said Concession Titles and Deeds, and the location tickets which they hold from the said late *Sieur De Maure*, in order that Concession Deeds may be granted to them thereupon; that the said inhabitants who may not have furnished to the said late *Sieur De Maure* a copy in due form of their Concession Deeds, be required to furnish copies thereof in due form to the said *Sieur Aubert*, and also to show the last receipts which they have had from the said late *Sieur De Maure* in order to settle and arrange their accounts, and pay the arrears owing by them, and the *lods et ventes* which may be found due by any of the said inhabitants, by reason of any purchase or

Appendix
(N.N.N.)

29th August.

exchange which they may have made; and praying also that we should condemn the said inhabitants to carry their grain to the Seigniorial mill in the said Seignior to be there ground; having also before us the *Ordonnance* rendered by *Monsieur de Botroue*, bearing date the fourteenth of January, 1669, condemning the said inhabitants, within eight days from the date thereof, to pay the *cens et rentes*, rights and dues owing by them and to furnish copies of their deeds to the late *Sieur De Maure*; and another *Ordonnance* rendered by *Monsieur Raudot*, bearing date the twenty-second of September, 1707, requiring the inhabitants of the said Seignior to take out Concession Deeds upon the location tickets granted to them, within six months from the date of the publication of the said *Ordonnance*, and to perform the duties of actual residence, *tenir feu et lieu*, within a year and a day from the said publication, in default whereof the said Concessions shall be reunited *pleno jure* to the Domain of the said Seignior, and condemning the said inhabitants to pay the arrears due by them from the day on which their lands were conceded to them; the said *Ordonnance* having been published after the celebration of High Mass at the Parish of St. Augustin, and after Vespers in the Seignior of Neufville, by *Oger*, a Bailiff, on Sunday, the 9th of October, in the said year 1707: having moreover before us another *Ordonnance* rendered by *Monsieur Raudot*, bearing date the first of the said month of October, authorising the seizure and taking into execution of the property of the inhabitants of the said Seignior, refusing to pay their rents:—

WE DO CONDEMN the said inhabitants of the said Seignior *De Maure*, to exhibit to the said *Sieur Aubert*, the titles and deeds under which they hold their lands; and those who have not yet received their Concession Deeds, to produce the location tickets obtained by them from the said late *Sieur De Maure*, in order that the said *Sieur Aubert* may grant them *Concession Deeds in lieu thereof, on the same terms and conditions as are contained in former Deeds, without adding any new charges thereto*; to furnish copies in due form to the said *Sieur Aubert*, of the Concession Deeds, in the event of the same not having been furnished to the Seigniors; to exhibit to the said *Sieur Aubert*, the receipts, obtained by them from the late *Sieur De Maure*, for Seigniorial *cens et rentes* owing by them upon their said lands, in order that they may settle with the said *Sieur Aubert*, and pay him the arrears due by them, within fifteen days from the publication of our present *Ordonnance*. WE DO FURTHER CONDEMN the said inhabitants to carry their grain to the Seigniorial mill to be ground; and this *Ordonnance* shall be read and published at the Church door of the Parish of the said Seignior, after the celebration of High Mass on the first Sunday or holyday, in order that no person may be ignorant thereof. We do order, &c.

Done at Quebec, this fifteenth day of February, One thousand seven hundred and sixteen.

BEGON.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 21st June, 1851.

Certified to be a true copy of the original as registered in the Register of Commissions and *Ordonnances* of the Intendants, deposited in this Office.

THOS. AMIOT,
Deputy Registrar.

Appendix
(N.N.N.)

29th August.

GILLES HOCQUART, &c.

January, 23, 1738. HAVING considered the Petition of *Jean, André, and Pierre Robitaille, Noel Beaupré, and François Dion*, inhabitants of Côte St. Joseph, in the Seigniory of Godarville, Parish of Ancient Lorette, praying for the reasons therein set forth, that we may be pleased to summon before us Dlle. *Peuvret*, for the purpose of condemning her to grant to the petitioners, titles in due form, to the lands conceded to them by her, and at the rates at which other lands in the said Seigniory are conceded; our *Ordonnance* of the twenty-fifth of November last, rendered upon the said petition, requiring the said Dlle. *Peuvret* to appear before us on the fourth of December following, at nine in the morning; which said petition and *Ordonnance* were served upon the said Dlle. *Peuvret*, on the twenty-eighth of the same month by *Dubreuil*, a bailiff, and the parties having appeared, Dlle. *Peuvret* by the *Sieur Latour*, her duly authorized attorney, and it having been stated by the said attorney that the said Dlle. *Peuvret* offers and consents to grant titles to the inhabitants who shall require the same, to the new lands conceded by her to them, taking the same from the end of the first concessions of the said Seigniory, and at such *cens et rentes*, and Seigniorial rights and dues as we shall be pleased to determine. And it having been urged by the said inhabitants that the lands conceded to them should commence in front at the *Boutin* line, which continues the St. Joseph line in the Seigniory of St. Gabriel, belonging to the Reverend Father Jesuits; that, besides, the lands at the end of the first range are nothing but a bare *savane*, and quite unfit for cultivation, for an extent of about thirteen arpents, and that therefore the new lands granted to them by Dlle. *Peuvret*, in the second range should only commence at the end of the said *savane*, to a depth of thirty arpents. And the said *Sieur Latour* having replied in the name of the said Dlle. *Peuvret*, that the lands should be taken as they came, otherwise great damage would be suffered by Seigniors, if on the pretence that the land is bad in some localities, considerable vacant spaces were left between the ranges of Seigniories; that the pretension of the inhabitants is so much the more unfounded, inasmuch as Dlle. *Peuvret* in order to follow out the arrangement which she has adopted in the Seigniory of Godarville, has conceded lands in the third range of the said Seigniory, commonly called *Côte St. Anne*, to divers inhabitants who have obtained deeds thereto, and have made clearings and meadows thereon, which said *Côte St. Anne* should commence, according to the same arrangement at a distance of sixty arpents from the end of the settlements of the *Côte Champigny*; and whereas, upon the said contestations, we did by our *Ordonnance* of the fourth of December last, upon the petition presented by the said inhabitants, require the *Grand Voyer* to examine the localities in presence of the parties duly summoned, with a view to ascertain the limits of the lands in question, in order to adjudge as should be deemed expedient upon the report of the said *Grand Voyer*; and a petition being presented to the said *Grand Voyer* by Dlle. *Peuvret*, praying that he would be pleased to fix the day and hour at which she should attend on the spot, and to appoint such Surveyor as he should think proper, to proceed to verify and examine the locality in conformity with our order. The *Ordonnance* of the said *Grand Voyer* of the eleventh of the said month of December, made upon the said petition, and the said petition and *Ordonnance* having been served upon the said inhabitants on the twelfth of the same month by *Dubreuil*, Bailiff; and having

taken into consideration the *procès verbal* of the said *Grand Voyer* made in conformity with our *Ordonnance* of the fourth of December, on the thirteenth of the said month and following days, the figurative plan of the said localities drawn up by the said *Grand Voyer* relative to the said *procès verbal*, and *paraphé* by us *ne varietur*, on the said day and at the said hour, which said plan remains deposited, with the *procès verbal*, in the office of our Secretary, and having also considered the concession deeds granted as well by Dame *Duchesnay* as by the said Dlle. *Peuvret*, to *Jean Hamel* and *Pierre Boier* the younger, of a land three arpents in front by thirty in depth, commencing in front at the end of the lands of the *Côte de Champigny*, together with several titles granted by Dlle. *Peuvret* to the inhabitants of the third range, otherwise called *Côte de St. Anne*, the lands whereof are designated as being taken in front at the distance of sixty arpents, commencing from the line which terminates the *Côte de Champigny*.

After having deliberated upon the whole, WE HAVE HOMOLOGATED AND DO HEREBY HOMOLOGATE the said *procès verbal* of the said *Grand Voyer* dated the thirteenth of December and following days, and do therefore ORDER that the said *Pierre, Jean, and André Robitaille, Noel Beaupré, and François Dion*, shall receive concession deeds from Dlle. *Peuvret*, of the lands conceded to them, being each thirty arpents in depth and commencing in front at the end of the thirty arpents from the line terminating the said *Côte de Champigny*, at the *cens et rentes* established by His Majesty, to wit, one sol of *cens* for each arpent in front and one sol of *rente* for each superficial arpent, and a *capon* of twenty sols, at the choice of the said Dlle. *Peuvret* for each arpent in front; and we have condemned the Petitioners to pay the costs, allowed by us at thirty-four *livres ten sols*, exclusive of the travelling expenses and attendance of the said *Grand Voyer*. We do order, &c.

Done &c., at Quebec, the twenty-third of January, 1738.

G. HOCQUART,

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 21st June, 1851.

Certified a true copy of the original as enregistered in the Register of Commissions and *Ordonnances* of the Intendants, deposited in this office.

THOS. AMIOT,
Deputy Registrar.

The Honorable Mr. LA TERRIERE, laid before the Committee the following plan to serve as the basis of a declaratory Law on the Seigniorial Tenure.

Dr. De Sales La Terrière having taken into consideration the order of reference to this Committee, and and seriously reflected thereon, is of opinion, that to effect the conversion of the Seigniorial Tenure into a free tenure, it is of the highest importance to establish what shall be the basis of the estimation of an equitable but uniform indemnity which the Legislature ought to adopt, in order to render practicable the commutation of the Seigniorial Tenure into a free tenure—the only effective means of quieting or putting an end to the popular agitation on this question.

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)
29th August.

That each and every the tenants of lands, to free themselves from all the charges and conditions under which they hold and possess lands under Seigniorial Tenure (which charges and conditions are stipulated in their respective deeds of concession), shall pay to the proprietor or proprietors of *fiefs* and seigniories within the limits whereof the said lands may besituate, to effect the liquidation and abolition of the said charges, an indemnity based on the following scale of valuation—in proportion to the superficial extent of land they possess, whether under cultivation or woodland:—

SCALE OF VALUATION.

Cens et Rentes.

Take for instance a land measuring two arpents in front by forty arpents in depth, charged with an annual rent of three *sous* on each superficial arpent..... £0 10 0

Observe that this moderate rent of three *sous* represents money, grain and capons, with which the greater part of lands held à *cens et rentes* are chargeable.

Banalité.

Taking the value of the grain grown by the proprietor of a land containing eighty superficial arpents, and which he is obliged to have ground at the *banal* mill for the use of his family and cattle, at one hundred *minots* annually, thus leaving to the *banal* mill the fourteenth part of these hundred *minots*, which the commutation of this tenure would cause the Seigneur to lose; it appears to me just and strictly equitable to estimate the amount of indemnity which ought to be paid him by his *Censitaires* for this loss of seven *minots*, a seventh part of the grain at 3s. 6d. the *minot*,..... £1 4 6

Extinction of the Lods et Ventes.

Estimating without distinction, at the lowest value, all the lands in the Seigniories under cultivation or woodland, at sixty pounds per tract of eighty superficial acres, I would allow to the Seigniors the sum of Five Pounds as indemnity money, being the twelfth part of sixty pounds, the interest on which sum would be 0 6 0

Recapitulation £2 0 6

SUMMARY.

The capital which the tenant would be obliged to pay on a land of eighty superficial acres, to free it from all charges, reservations and obligations of every nature, would not exceed the trifling sum of £33 6s. 8½d., a sum which could not purchase the same quantity of land in the townships which every where surround the Seigniories, and hardly a tract of woodland in the whole extent of the Crown Lands, where the clearer, in order to arrive at those lands situate in the interior, is obliged to open and maintain expensive roads at his own costs and charges; where the timber for exportation on such lands has been sold and removed; which lands, notwithstanding their being so laid waste by a species of commerce, pillage, robbery—in fact so unprofitable to the Government and so detrimental to new settlers, fetch at this

Appendix
(N.N.N.)
29th August.

moment, in spite of all these disadvantages, from four to twelve shillings an acre, which, at an average rate, gives us the cost of a land of eighty acres, twenty-four pounds cash.

The commutation of the Seigniorial Tenure into a free tenure ought to be binding on the Seigneur and *Censitaires*, provided that the majority of the latter in each Seigniorie require it to be effected, by paying every year the interest on the sum first mentioned, and the capital within a period to be determined by the Legislature.

The whole respectfully submitted to the Committee.

Adjourned *sine die*.

Thursday, 26th June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE,

Colonel *Gugy* laid before the Committee, the following outline of a plan for the extinction of the Seigniorial Tenure in Lower Canada.

To effect, without gross injustice, as well as without complicated and expensive machinery, a prompt adjustment of the questions referred to this Committee, the undersigned submits the following propositions:—

1. The *Quint* to be at once abolished.
2. The *Censitaires* having accepted and holding under Titles recognizing the rights of the Seigniors to a certain annual rent, and other charges, and not contemplating a measure of mere spoliation, must be understood to mean to purchase exemption from those charges, and that exemption being obtained, the land will belong to the *Censitaire*, as if he had bought it after the manner invariably pursued by new settlers, in free and common *soccage* tenure.
3. Treating the subject as mere matter of bargain and sale under Legislative authority, the statute supplying the place of a deed, the thing sold, too, being in point of fact the land, and the Seigneur the vendor, it is only necessary to determine the price to be paid by the purchaser. Now that price appears to the undersigned to be the average value at this day of wild land (*terre en bois debout*) in localities as favorable as the Seigniorial area, to which must be added the chance of profit by reason of the mill privileges, the mines and minerals, as well as of mutation fines affecting the buildings and improvements, in which the Seigniors have a vested right.
4. The undersigned, then, would suggest that every acre be appraised, or which would be more cheap and compendious, be valued by statute at a certain sum, say from ten to fifteen shillings currency, and that the capital, secured by a privileged hypothec, be paid by the *Censitaires* to their Seigniors in three annual instalments, with interest.

Appendix

(N.N.N.)

29th August.

5. In so large a measure, cases of individual hardship, for which no remedy can be found, must occur. As among the *Censitaires*, however, every kind of inequality and injustice could be obviated by incorporating them, and enabling them, by means of officers to be duly elected, to make compensatory arrangements. Thus in every Seigniorial the fertility and value of individual farms will be found to differ, and though they were all charged at the same rate, a kind of assessment could be levied on those who held the most valuable lots to compensate those whose locations were comparatively sterile.

6. The most unlimited powers to make the requisite arrangements being conceded to the *Censitaires*, the Seigniors will neither be expected nor allowed to interfere, inasmuch as the relation between the parties will thus have become simply those of vendee and vendor, or debtor and creditor.

7. Those Seigniorial who hold by purchase, are especially entitled to the kind of compensation herein above proposed, and the unconceded lands should become their property, to dispose of as they might see fit, as also their mills built with their funds.

8. It will be perceived that the undersigned has been actuated by the desire to avoid the delay, the expense, and the disturbance of the social relations inevitable in any elaborate process of special appraisal. Apart from the difficulty, perhaps the impossibility of finding disinterested, impartial and incorruptible instruments, who could be expected to pay the cost, which must be enormous? Not the Seignior, surely; still less the Government; in which case it must be charged to the *Censitaire*, thus ruining the class for whose benefit the measure is intended.

9. The undersigned would remark too, that the measure of extinction and compensation in every Seigniorial when once determined upon and commenced must be immediate; nor can it be for a moment doubted that payment by driblots would be ruinous to the Seignior. Unless, then, the advocates of the extinction of the Tenure, having introduced the point of the wedge, reserve to themselves the right of hereafter proposing any scheme of confiscation under the name of relief, the present measure must be effectual and final. The Seigniors therefore must be paid, not by converting their claim into a rent charge to be hereafter another bone of contention, but in cash.

Lastly,—To do justice to the Seigniors, it is necessary to compare the present relative value of money and produce, with that value one hundred and fifty or eighty years ago. To the undersigned it appears to be plain, that considering the then scarcity of money, the *Censitaire* of that day being engaged in the infancy of the Colony not in sowing wheat but in hewing down the forest, it must have been more difficult to pay the then stipulated rent, than it can possibly be to the farmer of the present time to pay any nominal increase. Supposing that the farmer may have generally paid one quart of wheat and a *sol* of that day per acre, it would seem that five or perhaps even six dollars of the present currency for ninety acres, would not be a comparatively greater charge.

A. GUGY.

Adjourned till Monday next.

Monday, 30th June, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE Mr. BADGLEY,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Committee adjourned until Thursday next, at the request of the Chairman, in order to afford him time to prepare a Bill on the Seigniorial Tenure, for the purpose of laying the same before the Committee.

Thursday, 3rd July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE Mr. BADGLEY,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE,

Mr. *Boutillier* moved to *Resolve*:—

That commutation of the Seigniorial Tenure should be voluntary on the part of the *Censitaire*, and compulsory on the part of the Seignior.

Mr. *Lemieux* moved to resolve in amendment,

That this Committee are of opinion, that it is expedient to enact a declaratory law to define Seigniorial rights, and remedy the abuses which have crept into the Seigniorial Tenure system.

The Honorable Mr. *Chabot* moved, seconded by the Honorable Mr. *La Terrière*, and the question being put, that the Committee do adjourn until to-morrow, at eleven o'clock in the forenoon; the Committee divided, and the names being called for, were taken down, as follows:—

YEAS.

Messieur *Armstrong*, the Honorable Mr. *Badgley*, the Honorable Mr. *Chabot*, the Honorable Mr. *La Terrière*, Mr. *Lemieux*, and Mr. *Polette*.—(6.)

NAY.

Mr. *Boutillier*.—(1.)

So the motion was carried.

The Committee accordingly adjourned until to-morrow, at eleven o'clock in the forenoon.

Appendix

(N.N.N.)

29th August

Appendix
(N.N.N.)

29th August.

Friday, 4th July, 1851.

PRESENT :

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE Mr. BADGLEY,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

After some time spent in deliberation, the Committee adjourned until to-morrow, at eleven in the forenoon.

Saturday, 5th July, 1851.

PRESENT :

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman laid before the Committee the following series of Resolutions to serve as the basis of a declaratory law on the Seigniorial Tenure.

Mr. DRUMMOND moves to *Resolve* :—

That inasmuch as a considerable time must necessarily elapse before a complete change of the Seigniorial Tenure in Lower Canada can be effected, under the operation of any law which the Legislature may enact in order to attain that object, it becomes expedient, and even urgent, to propose, during the present Session, some Legislative measures to repress the abuses which exist under the system which now obtains, and to enable the Seignior and the *Censitaire* to enforce, by a prompt and inexpensive method, the provisions of the ancient laws of the country, which gave them the means of maintaining their respective rights.

And therefore that a Bill be proposed by this Committee, having for its object,—

1. To grant to the Circuit Courts, as well as to the Superior Courts, the powers formerly held by the Intendant, with respect to the concession of lands and the reuniting thereof to the domain, and to establish an expeditious and economical method, by means of which the said powers may be exercised.

2. To limit to _____ arpents the extent of the domain which the Seignior shall have the right of reserving for his own particular use, and to _____ arpents the extent of land which he may concede to each individual; to establish the conditions on which the new concessions shall be made, and prohibit the Seigniors from exacting from the *Censitaires* any other charges or obligations than those of paying *cens et rentes*, performing the duties of actual residence (*tenir, feu et lieu*), grinding at the banal mill the corn intended for domestic use, exhibiting title deeds and executing new titles (*titres-nouveaux*), paying *lods et ventes*, and conforming to the conditions imposed by the original concession in favor of the Sovereign or of the public.

3. To define the extent of the right of conventional pre-emption, (*retrait conventionnel*), by declaring that it does not extend to sales by authority of justice, nor to private sales, except in cases of fraud.

4. To prohibit the sales by Seigniors of their unconceded lands, and of the timber thereon, and also to prohibit the increase of *cens et rentes* hereafter; the whole on pain of nullity of the agreement, and of fine.

5. To define the rights of Seigniors to the use of rivers and mill sites, by declaring that they are limited to the waters which run through their own private domain, or the lands belonging to them, and to the privilege of taking land for building a banal mill thereon (when required,) on paying a fair indemnity to the proprietor for the value of the land, without including the water power.

6. To define also the extent of the right of *banalité*, by declaring that it is limited to the grinding of the corn intended for domestic use, and grown on the lands of the *Censitaire*, and to abolish it in all Seigniories in which there shall be no banal mill within the space of one year from the passing of the Bill.

7. To allow to the *Censitaire* to pay in money, the labor (*corvée*) and all other Seigniorial rights and dues which are now payable in grain, fowls, or otherwise.

8. To limit to five years the period for which the Seignior may exercise his privilege for all arrears of Seigniorial rights which may hereafter fall due.

Mr. DRUMMOND further moves to *Resolve* :—

That he be authorised to draw up a Bill in accordance with these resolutions, to be submitted to the Committee at as early a date as possible.

On motion of the Honorable Mr. Chabot, seconded by Mr. Armstrong,

Ordered, That Jean Baptiste Mongenais, Esquire, a Member of the House, be summoned to appear and give evidence before this Committee, forthwith.

The said Jean Baptiste Mongenais, Esquire, a Member of the House, accordingly appeared before the Committee, and was examined, as follows :—

Q. What were the rates at which the first concessions were made in the Seigniories of *Soulanges*, *New Longueuil*, *Rigaud*, and *Vaudreuil*, and have the original rates been increased?

A. The original rate of concession in the Fief *Vaudreuil* was two *sols tournois* per arpent. This rate was subsequently increased to six *sols* per arpent. I am informed that the Seignior now refuses to concede, unless he receives twelve *sols* per arpent, and an indemnity, of the nature and value of which I am not aware; but I know that he sells the wood of the unconceded lands, both firewood and timber.

The Seignior of *Rigaud* having been conceded after that of *Vaudreuil*, the rate of the first concessions made there was six *sols* per arpent. At a subsequent period, from one hundred and fifty to one hundred and eighty were conceded at twelve *sols* per arpent. Quite recently, several parcels of land have been conceded at fifteen *sols* per arpent, surcharged; moreover, as to several of these parcels, with

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

the payment of five years' arrears, at the same rate—as toothers, with the payment of ten years' arrears.

As regards the Seigniories of *Soulanges* and *New Longueuil*, I think I cannot do better than to lay before your Committee the Deed which I here hand in, as better calculated than anything which I could say to give an exact idea of what is going on in those Seigniories between the Seignior and the *Censitaire*.

Q. Have the proprietors of those Seigniories refused to concede?

A. To my personal knowledge, the proprietor of *Rigaud* has refused to concede for several years past; and last autumn, about the month of October, seventy or eighty proprietors of lands prayed that the Seigniors would concede those lands to them, and tendered money in payment of the first year's rent, the deed of concession and the *procès-verbal* of the survey; they received a verbal refusal. Afterwards these freeholders made a written protest, but no reply was made by the Seigniors thereto.

Deed of Sale and Concession, by *George René Saveuse de Beaujeu*, Esquire, Seignior, to *Joseph Lalonde*, Yeoman. (Produced and referred to by *J. B. Mongenais*, Esquire, as forming part of his evidence.)

BEFORE the undersigned Notaries Public for that part of the Province of *Canada* which formerly constituted the Province of *Lower Canada*; one of the said Notaries residing in the Parish of *St. Ignace* and the other in the Parish of *St. Polycarpe*, in the said Province.

Came and appeared *George René Saveuse de Beaujeu*, Esquire, Seignior and Proprietor of the Seigniories of *Soulanges* and *New Longueuil*, and of the islands, islets and shallows (*battures*) thereunto adjoining, and of the rivers, rivulets, streams and water-courses included therein and dependent thereon, residing at the *de Beaujeu* Manor House, at *Côteau du Lac*, in the said Province.

Who hath by these presents voluntarily acknowledged and declared to have sold, granted, conceded, conveyed, yielded and made over, henceforth and for ever, with warranty only against his own acts and deeds, it being clearly understood that the said *Sieur de Beaujeu* doth bind himself in no manner towards the purchaser hereinafter named, for any warranty or responsibility by reason of any trouble, damage or other impediment which might occur from or be caused by the removing or altering of the boundary lines heretofore and now existing between the sections of the Province of *Canada*, formerly constituting the Provinces of *Upper Canada* and *Lower Canada*, and the Township of *Newton* and the neighboring Seigniories,—unto *Joseph Lalonde*, yeoman, residing at the Parish of *St. Polycarpe*, hereunto present and accepting and agreeing to hold the same for himself, his heirs and assigns for ever, to wit: a lot of land lying, being, and situate to the south of *River à Delisle* in the Seigniorie of *New Longueuil*, and designated as lot No. 80, containing three arpents in front by thirty-one arpents and one rod in depth, without warranty as to the precise measure either in front or in depth: and as some deficiency might occur in the front measurement of the said land, the said *Sieur de Beaujeu* expressly declares that he will in no wise indemnify the said *Lalonde*, nor deduct any sum whatsoever from the price of sale of the said land, nor from the

Appendix
(N.N.N.)

29th August.

cens et rentes or constituted ground rents payable thereon. The said land being bounded in front by the said *River à Delisle*; in rear by the unconceded lands; on one side partly by the lands of *Jean Bte. André dit St. Amand*, and partly by those of *Antoine Prieur*, No. 79; and on the other side by the lands of *Joseph Asselin* and partly by No. 81; together with the houses thereon erected, and the clearings and woods thereon, as the said land now stands; with all which the said purchaser hath declared he is sufficiently acquainted, having seen and visited the premises, and that he is content and satisfied therewith; the said *Sieur de Beaujeu* in his quality of Seignior and Proprietor of the said Seigniories and other places above mentioned, reserving for himself, his heirs and assigns, the direct right of Seigniorship to which he is and becomes entitled over the whole extent of the said land, from this day forth and for ever, by reason whereof the said land is by these presents declared to be *en roture* by which tenure the same shall be held in perpetuity.

The said lands being within the *censive* of the Seigniorie of *New Longueuil*, and chargable by these presents towards the Domain of the said Seigniorie with a Seigniorial *cens et rentes*, annual and perpetual ground rent, of six *sols tournois* per superficial arpent, payable on the eleventh of November in every year, or on such day as the said Seignior shall collect his rents or cause the same to be collected in the said Seigniorie at the Seigniorial Manor thereof or other places; the first payment of which *cens et rentes* shall be made on the eleventh of November next, and shall thenceforth continue to be payable at the same period in each year, so long as the said purchaser, his heirs or assigns shall be proprietors of the whole or of any part of the said land; and no division or partition of the said land shall effect a division or partition of the said Seigniorial *cens et rentes* and ground rents or of the constituted rents, for the payment of the whole of which each and every of the said parties shall be respectively bound and liable. The said *cens et rentes* carrying *lods et ventes* for one-twelfth part of the purchase money paid by any purchaser; such *lods et ventes* to be paid by such purchaser on each mutation; together with all *défauts*, seisin and fines whensoever the same shall accrue, and all other demesial, seigniorial and feudal rights and dues. To have and to hold the said land to the said *Joseph Lalonde*, his heirs and assigns, and to enjoy and dispose of the same as belonging to him *en pure roture* by virtue of these presents, under the following reservations and restrictions, and subject to the following charges, clauses and conditions, and on the faith of their full and entire execution, to wit:—

The said *Sieur de Beaujeu* reserves for himself, his heirs and representatives,

1st. The right of changing at his will the day of the payment of and the place of receiving the said *cens et rentes* and other demesial, seigniorial and feudal rights and dues; as well as the right of diverting the course of the streams or making water-courses from the rivers, rivulets, ravines, outlets, cuttings, drains, canals and gullies in front or about the Seigniories of *Soulanges* and *New Longueuil* or the islands, islets and shallows thereto adjoining or comprised within the said Seigniories and other places above mentioned, which are hereby acknowledged to be dependencies of the said Seigniories; also the exclusive right throughout the whole extent of the said Seigniorie of *New Longueuil*, and principally on the said land, of cutting into the lands for the purpose of increasing the quantity of water at such places as the *banal* mills of the said Seigniorie

Appendix

(N.N.N.)

29th August.

are now or may be hereafter constructed, or for the advantage of mills of every description whatsoever, with the right of opening canals to draw off the water of the said mills or other works which the said *Sieur de Beaujeu* or his representatives may wish to make or establish, or for draining the lands in case they shall deem it necessary for the advantage of the inhabitants of the said Seignior.

2ndly. The right of retaining or of pre-emption (*retrait*) of the said land in perpetuity, even in preference to the relatives by blood, in the case of voluntary sale or forced mutation, or other alienation equivalent to sale of the whole or part of the said land, on re-imbursing to the purchaser the price by him paid, with his lawful costs and disbursements only; also the right of acknowledgement and declaration at least once in every ten years, at the cost of the possessor or possessors of the said land, and a further right of declaration and acknowledgment on each change of Seignior by inheritance or otherwise, at the costs and charges of the possessor of the said land.

3rdly. The right of taking at all times from the said land any description of timber whatsoever, and of taking possession of all quarries, mill-stones, limestone and other building stone, also the right of taking stone, gravel, sand and other materials necessary for the construction and repair of churches, parsonage houses, mills of every description and other public works, manor or other houses, buildings and enclosures or improvements whatsoever, on the Domain of the said Seignior or other lands or places dependent thereon, without paying any price or indemnity for the same to the purchaser, his said heirs and assigns; also all oak fit for the construction of vessels or of mills, as well as all pine for masts, without paying for the same; forbidding the inhabitants of the said Seignior to sell, convey or give for the purpose of being removed from the same without permission, any timber or staves under pain, &c., saving nevertheless the right of the said inhabitants to make use of such timber for their own purposes and on their own lands only.

4thly. All mines and minerals which may now or hereafter be found on the said land, without paying for the same; also the exclusive right of hunting and fishing, according to the terms and conditions contained in the original title of the said Seignior; also the right of hunting and fishing in front of the said land, and particularly on the Domain lands, and on the islands, islets and shallows thereto adjacent, which, from time immemorial, have been known as being reserved as forming part of the Domain of the Seigniors of *New Longueuil*, and also such portion of the said hereditament as they may be pleased to take, not exceeding six arpents in superficies, for erecting and constructing grist, saw, card and other mills of any description whatsoever, whether the same be driven by wind, water or steam, on which portion of the said land none shall be entitled to build but the said *Sieur de Beaujeu*, his heirs and assigns for ever, nor shall they be so entitled to build unless they shall pay the proprietor of the said land for the clearing of the said portion according to the decision of competent persons to be chosen by the parties, in the event of the said portion of land being cleared and a value set thereon, and not otherwise; and they shall diminish the rent of the said land in proportion to the six arpents or other less quantity of land; the Seignior shall also be entitled to cut the said land for the said purpose, without paying for the same, also to open all such roads as he shall deem necessary, and for ever to take all wood necessary for the purpose of warming or fencing in his residence or his

mills, farms, domains, and unconceded and other lands, the whole without indemnification.

And the said purchaser being present as aforesaid, for himself, his heirs, assigns, and other legal representatives, for ever, doth promise and bind himself,

1st. To pay the said *cens et rentes* to the said *Sieur de Beaujeu*, his heirs and assigns, in each year, to his or their duly authorised collector or agent, at the place appointed for receiving the same.

2ndly. To clear and render fit for cultivation, one arpent in depth, on the whole breadth of the said land in each year during ten years from the date hereof, otherwise the present concession shall be null and void.

3rdly. To cause his or their grain to be ground at the *banal* mills of the said Seignior, on pain of the forfeiture of such grain, and of further fines, and also of paying to the said *Sieur de Beaujeu*, or his heirs and assigns, the toll on the grain he or they shall have caused to be ground elsewhere.

4thly. Not to sell, transfer, give, abandon, convey, bargain or otherwise alienate all or any part of the said land to or in favor of any community or party holding in mortmain, nor to impose *cens* upon *cens*; nothing herein contained, however, shall affect or prejudice the interests of others, nor of the said *Sieur de Beaujeu*, his heirs or assigns.

5thly. To allow and keep up upon the said land, all roads, bridges and ditches or water-courses which the said *Sieur de Beaujeu*, his heirs or assigns shall deem useful and necessary, or which may be otherwise lawfully ordered; and in the latter case to keep and maintain the same in good order, alone and at his own cost, according to law, without any contribution by or on the part of the said *Sieur de Beaujeu*, his heirs or assigns, for their domains, unconceded lands, or other dependencies of the said Seignior.

6thly. Not to divide the said land into portions less than one arpent and a half in front, by the whole depth thereof, without the express permission in writing of the said *Sieur de Beaujeu*, his heirs or assigns; to afford light and air (*donner du découvert*) to their neighbors, so soon and as often as the latter shall require the same; to make party fences and ditches with them; and the said *Sieur de Beaujeu*, his heirs or assigns, shall in nowise be required to do the same on the Domain or unconceded lands of the said Seignior, or other dependencies thereof; nor shall the said purchaser, his heirs or assigns, be entitled to allow their cattle to stray upon the said Domain and unconceded lands or other dependencies above mentioned, nor upon the public highways.

7thly. Not to construct on the front of the said land, near the beach, any building or enclosure which may in anywise obstruct the banks of the river, but to leave the said beach open to the distance of at least six fathoms from the highest water mark; nor to construct, allow, or cause to be constructed on the said land, or in their Seigniories of *Soulanges* or *New Longueuil*, any saw or grist mill, nor any other mill of any description whatsoever, whether the same be driven by wind, water or steam; nor to construct or make, or allow, or cause to be constructed or made on the said land or in the Seigniories of *Soulanges* and *New Longueuil*, any dams, dikes, canals, cuttings, outlets, water courses or other works of the same nature; nor to erect any building of any description whatsoever in front of the banks of the

Appendix

(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

said river, or in the said river, or in the rivulets and streams.

8thly. To reside and perform the duties of actual settlement (*tenir feu et lieu*) on the said land within a year and a day from the date hereof; to work, cultivate and maintain it in a good state and at a good value, so that the said *cens et rentes* and other Seigniorial and feudal rights and dues above stipulated may be easily collected and levied thereupon in each year; and to construct buildings on the said land within two years from the date hereof, of the value of at least three hundred *livres* old currency; and moreover to preserve the front and sides of the said land from all slides caused by the water, and to claim no deduction of the *cens et rentes* or other dues herein stipulated, by reason of any diminution or deterioration which the said land might suffer from the said cause.

9thly. To cause the said land to be bounded and measured throughout its whole length and breadth by a sworn surveyor, approved by the said *Sieur de Beaujeu*, his heirs or assigns, before the expiration of one year from the date hereof, and to furnish the said *Sieur de Beaujeu*, his heirs or assigns, with a copy in good and due form of the *procès verbal* of the said boundaries, at his costs and charges, and further to cause the boundaries of the said land to be marked out anew by a sworn surveyor, approved by the said *Sieur de Beaujeu*, his heirs or assigns or representatives, so often as the said purchaser, his heirs and assigns shall hereafter be required so to do, under pain of the re-union of the said land to the Domain of the said Seignior. And in case any of the mills, dams or dikes of the said Seignior should happen at any time to be destroyed or rendered useless by wind, fire or water, or other accidental causes, the said purchaser, his heirs and assigns, shall on every such occasion be required to contribute two days personal labor (*corvée*) to assist in repairing the said mills, dams and dikes.

10thly. To furnish at his own costs and charges, to the said *Sieur de Beaujeu*, his heirs or assigns, within eight days from the date hereof, a copy in due form of these presents; also at each mutation of the said land, to exhibit and cause to be given to the said *Sieur de Beaujeu*, his heirs or assigns, by the purchaser or donee of the said land, a copy in due form of his purchase or donation within twenty days from the date of the same, under penalty of paying a fine of three *livres* fifteen *sols* *tournois*; and the said copies so exhibited shall belong to the said Seignior; and moreover, to suffer all damages which may be caused on the said land by the flooding of the water from the rivers, streams, rivulets, ravines, water-courses or canals, and which may be kept in or let out by the dams and dikes of the mills belonging to the said Seigniories of *Soulanges* and *New Longueuil*, the whole without being entitled to any indemnification whatsoever.

-And the said sale and concession is further made for and in consideration of the sum of 4,745 *livres* and seven *sols*, old currency, on account whereof the said *Sieur de Beaujeu* doth acknowledge to have had and received from the said purchaser the sum of 1,150 *livres*, said currency, a release whereof is hereby granted; and further the said *Joseph Lalonde* doth bind himself to pay to the said *Sieur de Beaujeu* or his legal representatives the sum of 1,850 *livres* said currency, as follows: fifty *livres* on the first day of the month of March, 1848; 500 *livres* on the first day of March, 1849; 500 *livres* on the first day of March, 1850; and 350 *livres* on the first day of March, 1851; and as to the sum of 1,748 *livres* and

Appendix
(N.N.N.)

29th August.

seven *sols* said currency, being the balance remaining on the price of the present sale, the said purchaser hath hereby created and constituted in favor of the said *Sieur de Beaujeu*, who doth hereby accept of the same, an annual and perpetual rent of 104 *livres* said currency, payable on the said eleventh day of November, in each year, at the said Seigniorial Manor, or at any other place to be determined by the said *Sieur de Beaujeu*; the said rent, however, shall be always redeemable on payment by the said purchaser, his heirs and assigns to the said *Sieur de Beaujeu* or his heirs and assigns, of the aforesaid sum of 1,748 *livres* and seven *sols* said currency; it is, however, agreed that the said *Sieur de Beaujeu* shall only require the payment of 10 *livres* and seven *sols* said currency of the said constituted rent, so long as the said *Joseph Lalonde* and his heirs direct shall continue to be proprietors and holders of the said land; but so soon as the said land shall cease to belong to the said *Joseph Lalonde* or his heirs direct, by or under any law or act whatsoever, the whole of the constituted rent shall be lawfully demandable, and the same shall be redeemable; but in case the said *Joseph Lalonde* or his heirs direct shall pay the sum of 112 *livres* and 10 *sols* said currency, the sum of 10 *livres* and seven *sols* said currency shall be extinguished, and the balance of the said constituted rent, amounting to 1,575 *livres* and 17 *sols* said currency, shall be demandable whenever the said land shall cease to be in the actual possession of the said *Joseph Lalonde* or his heirs direct; subject to the charge by the said *Joseph Lalonde* to pay on demand to the said *Sieur de Beaujeu* the sum of 24 *livres* old currency for costs of enregistration and travelling expenses.

And for security of the payment of the said *cens et rentes*, constituted rent, costs of enregistration, travelling expenses and seigniorial, feudal and demesial right and dues above mentioned, and of the remainder of the price of the present sale and concession, with any interest, cost and expenses which may accrue in case of suit; and for securing the execution of all the charges, clauses, reservations, restrictions, *servitudes*, conditions and obligations above mentioned, by and on the part of the said purchaser, his heirs or assigns, the land hereby sold or conceded shall, by virtue of these presents, remain specially bound and hypothecated with privilege over all other creditors. And the said purchaser being hereunto present as aforesaid, doth submit himself to the said conditions under pain of the sum of 4,000 *livres* said currency, which he doth bind himself, in the event of his failing in the execution of the said conditions, to pay or cause to be paid to the said *Sieur de Beaujeu*, his heirs or assigns, and for security of the payment whereof he hath hereby specially hypothecated the said land hereby sold and conceded; and further the said *Joseph Lalonde* hath by these presents specially hypothecated the said land hereby sold and conceded, as well for the payment of the said land, *cens et rentes* and constituted rent, as for the execution and performance of all the duties, charges, reservations, restrictions, *servitudes*, obligations, clauses and conditions and other things mentioned in the deed of sale and concession, and for the payment of the said penalty of 4,000 *livres*, said currency; it being further expressly agreed by and between the said parties that if the said purchaser, his heirs or assigns, shall fail to satisfy the conditions herein above contained, it shall in such case be lawful for the said Seignior, his heirs or assigns, to re-enter into the possession of the said land, and re-unite the same to the domain.

Done and passed at *St. Ignace, Côteau du Lac, de Beaujeu Manor*, in the forenoon of the 14th day of April, 1847, and the said *Sieur de Beaujeu* hath sign-

Appendix
(N.N.N.)

29th August.

ed with us Notaries, the said *Joseph Lalonde* having declared that he cannot sign his name, on being requested so to do, these presents having first been duly read.

(Signed,) SAVEUSE DE BEAUJEU.
his
JOSEPH X LALONDE.
mark

(Signed,) J. MEILLEUR, N.P.,
J. A. CHARLEBOIS, N.P.

A true copy of the Minute remaining of record in the office of the undersigned Notary.

J. A. CHARLEBOIS, N.P.

On motion of Mr. *Armstrong*, seconded by the Honorable Mr. *Chabot*,

Ordered, That *Louis Guillet*, Esquire, a Member of the House, be summoned to appear and give evidence before this Committee, on Monday next.

Mr. *Boutillier* moved to Resolve:—

That commutation of the Seigniorial Tenure should be optional on the part of the *Censitaires*, and compulsory on the part of the Seignior.

Mr. *Polette* moved to resolve, in amendment,

That in order to render the commutation of the Seigniorial Tenure equitable, it should be general, and be effected simultaneously throughout the whole extent of a Fief.

That commutation should only take place in a Fief, when required by the majority of the *Censitaires* of such Fief.

That the *Censitaire* should be afforded a reasonable delay for the payment of the amount of commutation.

Mr. Solicitor General *Drummond* moves to resolve in amendment to the motions submitted by Mr. *Boutillier* and Mr. *Polette*, That in consequence of the diversity of opinions on the subject of the Seigniorial Tenure, the Committee are not prepared to pledge themselves in favor of either of the foregoing resolutions.

The Committee divided on Mr. Solicitor General *Drummond's* amendment, and the names being called for, were taken down, as follows:—

YEAS.

The Honorable Mr. *Chabot*, Mr. Solicitor General *Drummond*, and the Honorable Mr. *LaTerrière*.—(3.)

NAYS.

Messieurs *Armstrong*, *Boutillier*, *Lemieux*, and *Polette*.—(4.)

So it passed in the negative.

The Honorable Mr. *LaTerrière* moved, seconded by Mr. *Polette*, that this Committee do adjourn until Monday next.

The Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

The Honorable Mr. *Chabot*, the Honorable Mr. *LaTerrière*, and Mr. *Polette*.—(3.)

NAYS.

Messieurs *Armstrong*, *Boutillier*, and *Lemieux*.—(3.)

And the votes being equally divided, the Chairman gave his casting vote in favor of the motion.

The Committee accordingly adjourned until Monday next.

Monday, 7th July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

Louis Guillet, Esquire, a Member of the House appeared before the Committee agreeably to their Order of the 4th instant, and gave evidence as follows:—

Q. Are you Agent for any Government Seigniority?

A. I was Government Agent for the Seigniority of *Batiscan*, belonging to the late Order of Jesuits, from the beginning of the year 1826 until about the close of the year 1847; and for the Seigniorities of *Cap de la Magdeleine*, and the Fiefs of the Town of Three Rivers, from 1839 to the same period (1847). I had been employed in drawing up the Land Roll of the Seigniority of *Batiscan*; at the beginning of the year 1825, and in completing those of *Cap de la Magdeleine* and of the Town of Three Rivers in 1839.

Q. What are the *rentes* paid in those Seigniorities?

A. The rate at which concessions are made in those Seigniorities was then one *sol* per arpent in superficies, and a live capon or twenty *sols* for every twenty arpents, which was equivalent to two *sols* per arpent in superficies; all the new grants since 1824, and during my agency, were made at this latter rate.

Q. Has a new Land Roll been drawn up since you became agent, and if so, will you inform the Committee whether the *rentes* have been increased or diminished, and have the goodness to state all that you know on the subject.

A. The Land Roll of the Seigniority of *Batiscan* was finished in 1829; all the new Titles in favor of His Majesty were, for the old conceded lands, granted at different rates according as the old conceded lands had been originally granted at unequal rates. While employed in making up the said Land Rolls, I ascertained that the Order of Jesuits, in

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

granting the lands of the said Seigniories, situate along the river, appear to have adopted the rate of half a bushel of wheat for two arpents in front by forty arpents in depth, with a capon or fifteen *sols* per arpent in front, and one *sols* of *cens*, which made, and still makes, for a lot of land of two by forty arpents as follows:—one half-bushel of wheat, the half-bushel of wheat being the sixth of a *minot*, and the *minot* valued at five shillings currency, which makes twenty *sols* for the half-bushel; two capons, thirty *sols*; *cens*, two *sols*, making in all two *livres* twelve *sols* old currency; but there are numerous exceptions at higher and lower rates. More recently, a number of grants were made on the banks of the River *Batiscan*, at the rate of half a *sol* per arpent in superficies; and finally, the Jesuits appear to have adopted the rate of a *sol* per arpent in superficies, a live capon or fifteen *sols* per arpent in front, the concessions varying according to the localities from three to four arpents in front by thirty to forty arpents in depth; and for the lands granted in continuation, one *sol* only per arpent in superficies.

I do not recollect that any concessions were made in the said Seigniories since the extinction of the Order of Jesuits until nearly the year 1813. About that time M. *Badeau*, who was then agent for the said Seigniories, began to make concessions; and from that time up to the year 1821, I was frequently employed by him to execute deeds of concession, and the concessions were made at the rate of twenty shillings for ninety arpents in superficies; and I recollect that he told me, as well as the persons who took lands, that that rate had been established by the Government between 1821 and 1824. It does not appear that the agent who succeeded M. *Badeau* had instructions to make any grants; but about 1824, when new ranges of concessions had been surveyed and conceded, the rate was reduced by Government to two *sols* per arpent in superficies, as I before observed, and that rate has been constantly observed since. It was only on proceeding to make up the Land Rolls that the concessions made at the rate of twenty shillings for ninety arpents in superficies were reduced to the rate of two *sols* per arpent in superficies, on the grantee agreeing to a new title in favor of His Majesty at the latter rate.

I do not recollect that any order in Council on this subject was ever communicated to me. The late M. *Foy*, from whom I received orders to reduce the concessions made by M. *Badeau*, used to tell me that it was the order of the Government; and the Honorable John Stewart, who succeeded him, as well as I can recollect, always told me the same thing.

On motion of Mr. *Armstrong*, seconded by Mr. *Lemieux*,

Ordered, That three hundred copies of the deed of concession by the Honorable *Georges René Saveuse de Beaujeu*, to *Joseph Lalonde*, bearing date the 14th April, 1847, and produced by *Jean Baptiste Mongenais*, Esquire, a Member of the House, as forming part of his evidence, be printed in French, and the same number in English.

Adjourned until to-morrow.

Tuesday, 8th July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

After some time spent in deliberation, the Committee adjourned until the 10th instant.

Thursday, 10th July, 1851.

PRESENT:

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman being absent, the Committee adjourned until to-morrow.

Friday, 11th July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

After some time spent in deliberation, the Committee adjourned until the fifteenth instant at eleven o'clock in the forenoon.

Tuesday, 15th July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman laid before the Committee the first part (in manuscript) of the Bill prepared by him on the subject of the Seigniorial Tenure, and requested the Committee to adjourn until Thursday next, in

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

order to enable him to finish the said Bill, for the purpose of laying the whole before the Committee. (See Appendix A.)

The Committee accordingly adjourned until Thursday next.

Thursday, 17th July, 1851.

PRESENT:

Mr. ARMSTRONG,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman being absent, the Committee adjourned, *sine die*.

Monday, 21st July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

On motion of the Honorable Mr. La Terrière, seconded by the Honorable Mr. Badgley, the Committee adjourned until Friday next, at ten o'clock in the forenoon.

Friday, 25th July, 1851.

PRESENT:

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman being absent, the Honorable Mr. La Terrière was appointed Chairman, *pro tem*.

On motion of Colonel Gugy, seconded by Mr. Polette,

Ordered, That the Honorable Georges René Sauveuse de Beaujeu be summoned to appear and give evidence before this Committee in conformity with the Message of the Legislative Assembly, of the 18th instant.

Mr. Lemieux moved, seconded by the Honorable Mr. Chabot, That the letters addressed by Mr.

Appendix
(N.N.N.)

29th August

Solicitor General Drummond to Mr. Boutillier, a Member of this Committee, giving his reasons for being absent from the sittings of the Committee, be placed in the hands of the Clerk of this Committee, to be dealt with as the latter shall think proper.

And the previous question being put, That that Question be now put,

The Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

Mr. Armstrong, Honorable Mr. Chabot, and Mr. Lemieux.—(3.)

NAYS.

Mr. Boutillier, Colonel Gugy, and Mr. Polette.—(3.)

And the votes being equally divided, the Chairman, *pro tem*, gave his casting vote in the negative.

The Honorable Mr. Chabot moved, seconded by Mr. Armstrong, That this Committee do adjourn until Monday next at ten o'clock in the forenoon, and that the Committee do then proceed, notwithstanding the absence of the Chairman, to consider the different plans proposed as the basis of a declaratory law on the Seigniorial Tenure, and laid before the Committee.

Colonel Gugy moved, seconded by Mr. Boutillier, That the words "notwithstanding the absence of the Chairman," in the main motion, be left out.

And the question being put on the amendment, the Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

Mr. Boutillier, Colonel Gugy, and Mr. Polette.—(3.)

NAYS.

Mr. Armstrong, the Honorable Mr. Chabot, and Mr. Lemieux.—(3.)

And the votes being equally divided, the Chairman *pro tem*, gave his casting vote in the affirmative.

So the motion was carried.

The Committee then adjourned until Monday next, at ten o'clock in the forenoon.

Monday, 28th July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Honorable Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Chairman laid before the Committee a printed copy (in Bill form) of the portion of the declaratory Act on the Seigniorial Tenure, already sub-

Appendix
(N.N.N.)

29th August.

mitted by him (See Appendix A.); also, part of printed Bill for the commutation of the Seigniorial Tenure. (See Appendix B.)

After some time spent in debate upon the various provisions of the said Bills, the Committee adjourned until to-morrow at ten o'clock in the forenoon.

Tuesday, 29th July, 1851.

PRESENT :

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LA TERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Clerk of the Committee laid before the Chairman the following letter from *Antoine Juchereau Duchesnay*, Esquire, Member for the County of *Portneuf*, and the annexed series of resolutions passed by the inhabitants of *Cap Santé*, in the said County. The said letter and resolutions were then read to the Committee, by the Clerk.

Toronto, 29th July, 1851.

SIR,

I received by this morning's mail the enclosed copy of certain resolutions passed at a meeting of the *Censitaires* of the Parish of *Cap Santé*, in the County I have the honor to represent, and request that you will lay the same before the Committee on the Seigniorial Tenure.

I have the honor to be,
Sir,
Your obedient Servant,

ANT. J. DUCHESNAY,
M.P.P., for *Portneuf*.

MONS. LEPROHON,
Clerk of Committee on
Seigniorial Tenure.

"At a general meeting of the *Censitaires* of the Parish of *Cap Santé*, called together for the purpose of taking into consideration the several plans laid before the Special Committee, on the subject of the Seigniorial Tenure, the following gentlemen, viz:—Messieurs *J. E. Thibaudeau*, *Frs. J. Rinfret*, *Louis Leclerc*, *Chas. Lavallée*, *Frs. Derome*, *F. X. Marcotte*, *Ant. Delage*, *Chas. Germain*, *Jos. J. Bte. Marcotte*, *E. Marcotte*, *Jean Laroche*, and *Noel Marcotte*, were appointed a Committee to report to the meeting on the thirteenth instant.

The said Committee having met on the eleventh, made the following report, which was unanimously concurred in by the meeting held on the thirteenth instant, at the door of the Church of *Cap Santé*."

"Resolved, That the said meeting approve, generally, of the plan submitted by Mr. *Frs. Le-*

mieux, M.P.P., on the subject of the Seigniorial Tenure. They are of opinion that the second section requiring the *Censitaire* to perform the duties of actual settlement (*tenir feu et lieu*) on the land conceded to him, within three years from the date of his deed of concession, should be left out; and the said Meeting suggest that the *Censitaire* should be exempt from the obligation of performing such duties, on his furnishing good and sufficient security for the payment of the rents, or on his making sufficient clearings upon the said land without stripping it of its timber, or on his securing in any other manner the payment of the said land.

The said meeting are of opinion, moreover, that commutation should be voluntary on the part of the *Censitaires*; and that in case the *Censitaire* and the Seignior should not agree upon the conditions of commutation, they should be determined by two arbitrators, one of whom should be chosen by the Seignior and the other by the *Censitaire*; and in the event of the said arbitrators disagreeing, they should appoint a third; and that the conditions of commutation should be determined in no other manner than by award of arbitrators, in order to avoid ruinous and expensive litigation.

Resolved, 2. That a copy of these resolutions be immediately transmitted to the member for this County, *A. J. Duchesnay*, Esquire, and that he be requested to support them in the House; and that the undersigned be chosen for the purpose of transmitting the said copy.

J. ELIE THIBAudeau,
FRS. ISAIÉ RINFRET."

The Chairman then laid before the Committee (a printed copy of) the latter part of his declaratory Bill on the subject of the Seigniorial Tenure (see Appendix A); also of the Bill for the commutation of the Seigniorial Tenure (see Appendix B); and both were taken into consideration and discussed by the Committee.

Mr. *Boutillier* moved to Resolve:—

That all the words in the eleventh section of the declaratory Bill on the subject of the Seigniorial Tenure, after the words "*that the right of conventional pre-emption (retrait conventionnel)*" be struck out, and the following inserted: "*be abolished, and that every Censitaire who shall be guilty of fraud towards the Seignior in any Deed of Sale, shall be punished.*"

The Honorable Mr. *Chabot* moved in amendment to the main motion, seconded by Mr. *Lemieux*, That the words after "*abolished*" be struck out, and the following inserted: "*unless the Seignior shall prove that fraud has taken place.*"

And the Question being put on the amendment, the Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

The Honorable Mr. *Chabot*, and Mr. *Lemieux*.
—(2.)

NAYS.

Messrs. *Armstrong*, *Boutillier*, *Colonel Gagy*, the Honorable Mr. *La Terrière*, and Mr. *Polette*.—(5.)

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

So it passed in the negative.

Then the main motion being put, the Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

Messrs. *Armstrong, Boutillier*, the Honorable Mr. *Chabot*, Mr. *Lemieux*, and Mr. *Polette*.—(5.)

NAYS.

Colonel *Gugy* and the Honorable Mr. *LaTerrière*.—(2.)

So the motion was carried.

Mr. *Lemieux* moved, seconded by the Honorable Mr. *Chabot*, That the words "except mills for the grinding of corn," in the thirteenth section of the said Bill, be struck out.

And the Question being put, the Committee divided; and the names being called for, were taken down, as follows:—

YEAS.

Messrs. *Armstrong, Boutillier*, the Honorable Mr. *Chabot*, and Mr. *Lemieux*.—(4.)

NAYS.

Colonel *Gugy*, the Honorable Mr. *LaTerrière*, and Mr. *Polette*.—(3.)

So it was resolved in the affirmative.

After some time spent in further deliberation, the Committee adjourned *sine die*.

Thursday, 31st July, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

On motion of the Honorable Mr. *LaTerrière*,

Ordered, That the Deputy Provincial Registrar, do furnish to this Committee without delay, copies of the following original grants, viz:— of the Seigniories of the *Quebec Seminary, Beaufort, Deschambault, Bécancour, Kamouraska, Varennes, Sulpicians of Montreal, Berthier, Murray Bay, Lake of Two Mountains, Grand Pré, Dumontier, Gros Bois, St. Hyacinthe, Terrebonne, Petite Nation*, of the Fief d'Autré, of the Seigniority of *Vaudreuil*, of the Fief of *Rivière du Sud*, of the Fief of *Rivière du Loup*, and of the deed of concession to *Pierre Legendre de Repentigny*.

The Committee then adjourned until to-morrow.

Friday, 1st August, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

Appendix
(N.N.N.)

25th August.

After some time spent in deliberating upon the two Bills laid before them, the Committee adjourned until Monday next.

Monday, 4th August, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE Mr. BADGLEY,
Mr. BOUTILLIER,
HONORABLE Mr. CHABOT,
HONORABLE Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

The Committee again considered and deliberated upon the declaratory Bill on the subject of the Seigniorial Tenure, submitted by the Chairman, and the following resolutions and amendments were moved:—

The Honorable Mr. *Chabot* moved to Resolve:—

That provision be made in the Bill now under consideration for reducing all Seigniorial Rents hitherto imposed, to the rate of two-pence per superficial arpent.

Mr. *Lemieux* moved in amendment to the Bill,

That the words "two-pence current money of this Province," in the fourth section, be struck out; and the words "one penny" inserted in lieu thereof.

Mr. *Boutillier* moved to resolve in amendment to the amendment to the main motion:—

That the following proviso be inserted in the said Bill after the amendment moved by Mr. *Lemieux*, "Provided always, nevertheless, that parties who have acquired, in good faith, Seigniories in which concessions had been made at higher rates than two sous tournois per arpent at the time they acquired the same, shall be entitled to claim from the vendors or from Government, an equitable indemnity for the decrease in their annual receipts in consequence of the reduction of their rents to the rate established by this Act."

And the question being put on the amendment to the amendment, the Committee divided; and the names being called for, were taken down, as follows:—

YEA.

Mr. *Boutillier*.—(1.)

NAYS.

Mr. *Armstrong*, Honorable Mr. *Chabot*, Honorable Mr. *LaTerrière*, Mr. *Lemieux*, and Mr. *Polette*.—(5.)

So it passed in the negative.

And Mr. *Lemieux's* amendment being moved, the Committee divided, as follows:—

YEA.

Mr. *Lemieux*.—(1.)

NAYS.

Messieurs *Armstrong, Boutillier*, Honorable Mr. *Chabot*, Honorable Mr. *LaTerrière*, and Mr. *Polette*.—(5.)

So it passed in the negative.

Mr. *Lemieux* then moved in amendment to the main motion:—

Appendix
(N.N.N.)

29th August.

That all Seigniorial rents of any nature whatsoever, including *cens* stipulated in any concession, new title (*titre nouvel*), or other title deed whatsoever, now existing between Seigniors and *Censitaires*, at a higher rate than a sum equivalent to one penny per superficial arpent, be declared illegal, and be reduced by the said Act, to the rate of one penny for each superficial arpent of land.

Mr. *Boutillier* again moved to resolve, in amendment to the foregoing amendment:—

That the following proviso be inserted in the said Bill, after the amendment moved by Mr. *Lemieux*:—
“*Provided always, nevertheless, that parties who have acquired, in good faith, Seigniories in which concessions had been made at higher rates than two sols tournois per arpent at the time they acquired the same, shall be entitled to claim from the vendor or from Government, an equitable indemnity for the decrease in their annual receipts in consequence of the reduction of their rents to the rate established by this Act.*”

And the question being put on the latter amendment, the Committee divided: and the names being called for, were taken down, as follows:—

YEA.

Mr. *Boutillier*.—(1.)

NAYS.

Mr. *Armstrong*, Honorable Mr. *Chabot*, Honorable Mr. *LaTerrière*, Mr. *Lemieux*, and Mr. *Polette*.—(5.)

So it passed in the negative.

And Mr. *Lemieux's* last amendment to the main motion being moved, the Committee divided, as follows:—

YEA.

Mr. *Lemieux*.—(1.)

NAYS.

Mr. *Armstrong*, Mr. *Boutillier*, Honorable Mr. *Chabot*, Honorable Mr. *LaTerrière*, and Mr. *Polette*.—(5.)

So it passed in the negative.

And the main motion being put, the Committee divided: and the names being called for, were taken down, as follows:—

YEAS.

Mr. *Armstrong*, Mr. *Boutillier*, Honorable Mr. *Chabot*, Mr. *Lemieux*, and Mr. *Polette*.—(5.)

NAY.

Honorable Mr. *LaTerrière*.—(1.)

So it was resolved in the affirmative.

The Honorable Mr. *Chabot* moved to Resolve:—

That all clauses, charges, reservations, and increased *cens*, other than those established by the said Bill for future concessions of lands, inserted in any deed of concession or *titre nouvel*, executed or granted by any Seignior, be declared null and of no effect.

Carried unanimously.

Mr. *Lemieux* moved that a clause be added to the said Bill for the protection of the rights of Seigniors at sales by authority of justice, without its being necessary for them to file oppositions *à fin de charge*, and to prevent the filing of oppositions *à fin de charge* to such sales.

Carried unanimously.

Mr. *Boutillier* moved to Resolve:—

That, inasmuch as no law exists authorising Seigniors to exact higher rents on building lots or

emplacements than on country lots, and that several Seigniors have received on building lots or *emplacements* conceded by them, sums to which they were not nor are not entitled; and whereas it would, in some cases, be very difficult, and in other cases impossible, to force the Seigniors or their representatives to refund the said sums, it be resolved that as an indemnity to the *Censitaires* for such exactions, *lods et ventes* shall hereafter be payable on the actual value only of the land, and not on that of the buildings thereon erected, and that an enactment to that effect be added to the said Bill.

And the Question being put, the Committee divided: and the names being called for, were taken down, as follows:—

YEA.

Mr. *Boutillier*.—(1.)

NAYS.

Mr. *Armstrong*, Honorable Mr. *Chabot*, Honorable Mr. *LaTerrière*, Mr. *Lemieux*, and Mr. *Polette*.—(5.)

So it passed in the Negative.

The Committee then adjourned *sine die*.

Thursday, 7th August, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

On motion of the Honorable Mr. *Badgley*,

Ordered, That the Chairman do this day present the First Report of this Committee to the Legislative Assembly.

The Clerk of the Committee produced the following answer, together with the accompanying documents, transmitted to him by *Thomas Amiot*, Esquire, Deputy Registrar of this Province, agreeably to their resolution of the 31st July last:—

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 4th August, 1851.

SIR,

I have the honor to transmit a portion of the documents required by the resolution of the Committee on the Seigniorial Tenure, accompanying your letter of the 31st July last; the remainder of these documents are contained in the Report of the Commissioners appointed to inquire into the Seigniorial Tenure, laid before the Legislative Assembly on the 4th October, 1843.

The form I have adopted is in accordance with the verbal instructions of the Honorable mover of the Resolution, who informed me that an extract such as I have given would meet the object intended by the said resolution.

I have the honor to be,

Sir,

Your very obedient Servant;

(Signed) THOS. AMIOT,
Deputy Registrar.

J. P. LEPROHON, Esquire,
Clerk Committee on
Seigniorial Tenure,
&c., &c., &c.

Appendix
(N.N.N.)

29th August.

TABLE SHEWING THE CONDITIONS UNDER WHICH CERTAIN SEIGNIORIES WERE GRANTED.

Name of the Seigniority.	Date of Grant.	By whom Granted.	To whom Granted.	Extent of Seigniority or Fief.	Charges and Conditions specified in the original Grant.
DESCHAMBAULT.	1st March, 1652.	M. DeLauzon...	Delle. Eléonore de Grandmaison	1 league in front by 3 leagues in depth.	In fee (<i>en propriété</i>), with right of jurisdiction and Seigniority for ever. Fealty and homage, (<i>For et hommage</i>). Payment of fief dues and profits according to the Custom of Paris. Trade in furs under certain conditions. Prohibited from building forts, and from obstructing the navigation of the St. Lawrence. To leave a highway along the same. To furnish a certain number of men to begin a clearing.
KAMOURASKA ...	15th July, 1674.	Comte de Frontenac	M. De la Durantaie	3 leagues in front by 2 leagues in depth	Fief and Seigniority.—Superior, mean, and inferior jurisdiction, (<i>haute, moyenne, et basse justice</i>). Fishing, hunting. Fealty and homage. Customary rents and dues according to the Custom of Paris. Obligation to perform and require from <i>Censitaires</i> the duties of actual settlement (<i>tenir feu et lieu</i>) on pain of re-union to the Domain. Oak timber to be reserved for His Majesty's use. To disclose mines, &c. To give land for, and to keep open, roads and passages required.
GROSBOIS.....	3rd Nov., 1672	Jean Talon, Intendant	Sr. Boucher de Grandpré	1½ league in front by 2 leagues in depth	The same charges and conditions, with the exception of the right of fishing and hunting.
DUMONTIER	24th Oct., 1708.	Philippe de Rigaud, &c.....	Sr. Dumontier.	1½ league in front by 3 leagues in depth	In fee for ever, as a Fief (<i>à titre de Fief</i>) with right of Seigniority, and superior, mean, and inferior jurisdiction. Right of hunting, fishing and traffic with Indians. Fealty and homage, with other customary rents and dues according to the Custom of Paris. To reserve oak timber for the use of His Majesty, disclose mines, &c. Duties of actual settlement, for self and tenants. Clear and have cleared without delay. Give land for roads, &c. Leave beach free to fishermen, except a reserve for his own use. Reservation of land for forts if necessary, without right of compensation therefor. Re-union to Domain, if tenant shall fail to perform duties of actual settlement on the said Concession.

TABLE SHEWING THE CONDITIONS UNDER WHICH CERTAIN SEIGNIORIES WERE GRANTED.—(Continued.)

Name of the Seignior.	Date of Grant.	By whom Granted.	To whom Granted.	Extent of Seignior or Fief.	Charges and Conditions specified in the original Grant.
DAUTRE, West half	March 23, 1638	The Company...	Sr Jean Bourdon	½ league in front by 2 leagues in depth	In fee, and as a Fief. Fealty and homage; rents and dues, according to the Custom of Paris; traffic with the Indians under certain conditions; to leave space for a road on the bank of the River St. Lawrence.
DAUTRE, East half	April 16, 1647..	The Company...	Sr Jean Bourdon	½ league in front by 2 leagues in depth	Under the same conditions as the preceding, and also under the charge of not obstructing the course of the River St. Lawrence.
RIVIERE DU SUD	May 5, 1646 ...	The Company...	Sr De Montmagnie	1½ league in front by 4 leagues in depth	In fee, with right of jurisdiction and Seignior. Fealty and homage. Rents and dues according to the Custom of Paris; traffic with the Indians under certain conditions; to leave space for a road along the bank of the River St. Lawrence, and under a reservation by the Company of New France of a right of Seignior from this road, and on the banks of the said River St. Lawrence.
SAINT SULPICE...	Dec. 17, 1640...	The Company...	Srs Cherrier and Leroyer	2 leagues in breadth by 6 leagues in depth	In fee, with right of jurisdiction and Seignior for ever; fealty and homage, rents and dues according to the Custom of Paris; reservation of right to construct forts; reservation of road-way along the banks of the St. Lawrence.
BEAUPRE	Jany. 15, 1636...	The Company...	Sr Cheffault de la Régnardière	6 leagues in depth, fronting upon the River St. Lawrence.	In fee, with right of jurisdiction and Seignior for ever; also, the rights of the said Company. Fealty and homage; traffic with the Indians, in accordance with the Edict.
VARENNES	Oct. 29, 1672 ..	Jean Talon.....	Sr DeVarennas.	28 arpents in front by 1 league in depth	Fief, Seignior and jurisdiction; fealty and homage; rents and dues according to Custom of Paris. Right of appeal. To perform and cause to be performed duties of actual settlement. Reservation of oak timber. To disclose mines and leave necessary roads.

Appendix
(N.N.N.)
29th August.

Appendix
(N.N.N.)
29th August.

TABLE SHEWING THE CONDITIONS UNDER WHICH CERTAIN SEIGNIORIES WERE GRANTED.—(Continued.)

Name of the Seignior.	Date of Grant.	By whom Granted.	To whom Granted.	Extent of Seignior or Fief.	Charges and Conditions specified in the original Grant.
GRANDPRE	July 30, 1695...	Louis de Buade, &c.	Pierre Boucher, Sr. de Grand-pré	1 league in front on Lake Saint Peter	In fee for ever; as a Fief and Seignior. Superior, mean and inferior jurisdiction. Right of hunting, fishing, and traffic with the Indians. Fealty and homage. Rents and dues according to the Custom of Paris; and other conditions, as in the preceding.
TERREBONNE.....	Dec. 23, 1673...	The Company...	M. Dautier Deslandes	2 leagues in front on the River Jesus	This Title has not been discovered in this office. It is indicated as being in the Register of Fealty and Homage, now I believe in possession of the Inspector of Her Majesty's Domain.
LITTLE NATION...	May 16, 1674...	The West India Company	M. Francis de Laval, Bishop of Petreæ	5 leagues in front by 5 leagues in depth.....	<i>Vide supra</i> (Terrebonne).

Certified.

(Signed,) THOS. AMIOT,
Deputy Registrar.

OFFICE OF THE PROVINCIAL REGISTRAR,
Toronto, 4th August, 1851.

GRANT TO CAPTAIN JOHN NAIRNE, OF THE TRACT OF LAND, ON THE NORTH SHORE OF THE RIVER ST. LAWRENCE, KNOWN AS MURRAY BAY.

BY THE HONORABLE JAMES MURRAY, Esq.,
Governor of Quebec, &c.

Received and Recorded in the Registrar's Office of Enrolments at Quebec, this fourth day of May, 1780, in the English Registrar, Letter E., page 710.
GEO. POWNALL, Registrar.

WHEREAS it is a national advantage, and tends to promote the cultivation of lands within this Province to encourage Her Majesty's natural born subjects settling within the same. For these purposes, and in consideration of the faithful services rendered by *John Nairne*, Esquire, Captain in the 78th Regiment of Foot, unto His Majesty, I do hereby give, grant, and concede, unto said Captain *John Nairne*, his heirs, executors, and administrators for ever, all that extent of land lying on the North side of the River *St. Lawrence*, from the *Cape aux Oyes* limit of the Parish of *Eboulemens*, to South side of the River of *Malbays*, and for three leagues back, to be known hereafter, at the special request of said Captain *John Nairne*, by the name of *Murray's Bay*, firmly to hold the same to himself, his heirs, executors, and administrators for ever, or until His Majesty's pleasure is further known, for and in consideration of the possessor's paying liege homage

to His Majesty, his heirs, and successors at His Castle of *St. Lewis*, in *Quebec*, on each mutation of property, and by way of acknowledgment a piece of Gold of the value of Ten Shillings with one year's rent of the Domain reserved, as customary in this country, together with the Woods and Rivers, or other appurtenances within the said extent, right of fishing or fowling on the same therein included, without hindrance or molestation, all kind of traffic with the Indians of the back country, hereby specially excepted.

Given under my Hand and Seal at *Quebec*, this Twenty-seventh day of April, 1762.

JAS. MURRAY

By His Excellency's Command,

H. J. CRAMAHE

Examined and compared with the original.

GEO. POWNALL

Appendix
(N.N.N.)

29th August

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 4th August, 1851.

I do hereby certify the foregoing to be a true and faithful copy of the Record of the original Grant.

(Signed.) THOMAS AMIOT,
Deputy Registrar.

On motion of Colonel Gury,

Ordered, That the Clerk of this Committee do write to the Deputy Registrar of this Province, requiring him to furnish, without delay, copies at full length of the original grants of the Fiefs *Grand Pré, Gros Bois, Dumontier*, and of the Seigniorship of *Vaudreuil*.The Committee then adjourned, *sine die*

Monday, 18th August, 1851.

PRESENT :

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GURY,
Honorable Mr. LA'FERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.The Clerk of the Committee produced the answer together with the accompanying documents, transmitted to him by *Thomas Amiot*, Esquire, Deputy Registrar of this Province, agreeably to the Order of the Committee, of the 7th instant.PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 9th August, 1851.

SIR,

I have the honor to transmit herewith, copies of the titles required in conformity with the resolution of the Committee on the Seigniorial Tenure, a copy of which accompanied your letter of the 7th instant.

I have the honor to be,
Sir,
Your most obedient Servant,THOS. AMIOT,
Deputy Registrar.J. P. LEPROHON, Esquire,
Clerk to Committee on
Seigniorial Tenure,
&c., &c., &c.JEAN TALON, State and Privy Councillor to the King, Intendant of Justice, Police and Finances in *New France*, the Island of *Newfoundland, Acadia*, and other parts of *Northern France*.

To all to whom these presents shall come,

GREETING :

We hereby declare that, under and by virtue of the authority vested in us by His Majesty, We have granted, given, and conceded, and do hereby grant, give, and concede to

Sieur *Boucher*, a portion of land, containing one league and a half in front, by two leagues in depth, to be taken as follows:—three fourths of a league above the River à *Machis*, and the same quantity below the said River: To have, hold and enjoy the said land, to the said Sieur *Boucher*, his heirs and assigns, as a Fief, with the right of Seigniorship and jurisdiction, on condition that they shall render fealty and homage at the Castle of *St. Louis*, at Quebec, to which it will be subordinate, on payment of the ordinary rents and dues according to the Custom of *Paris* which shall be followed provisionally in this respect, until His Majesty's orders shall be made known; and that all appeals from the decision of the Judge who may be appointed for the said place, shall be had before ; on the further condition that the said grantee shall continue to perform and cause to be performed, the duties of actual settlement in the said Seigniorship; and that in all contracts he may make with his tenants, he shall stipulate that they shall be bound to reside and perform the duties of actual settlement within one year, upon the concessions he shall grant or may have granted; and that in default of their so doing, he shall re-enter *pleno jure* into possession of the said lands: that the said Sieur *Boucher*, shall preserve all oak timber which may be found on the portion of the land kept by him as his principal Manor; and that he shall also make the same reservation as to oak timber which may be found throughout the extent of the concessions made and hereafter to be made to his tenants, and which may be fit for the building of ships; that he shall also give immediate notice to the King, or to the Royal *West India Company*, of all mines, mineral ores, or minerals which may be found within the limits of the said Fief; and that he shall leave all necessary roads and ways the son; the whole subject to the good will and pleasure of His Majesty from whom he shall be bound to obtain a ratification of the present grant within a year and a day from the date thereof.In testimony whereof, we have signed these presents, and caused the same to be sealed with Our Seal at Arms, and countersigned by our Secretary, at *Quebec*, this third day of November, One thousand six hundred and seventy-two.

(Signed.) TALON.

(And lower down,)

By My Lord,

(Signed.) VARNIER.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 8th August, 1851.

True copy of the original grant as registered.

THOS. AMIOT,
Deputy Registrar.Appendix
(N.N.N.)

29th August

Appendix
(N.N.N.)

29th August.

LOUIS DE BUADE, &c.
JEAN BOCHART, &c.

To all to whom these presents shall come;

GREETING:

WE hereby declare, that in accordance with a Petition made to us by *Pierre Boucher, Esquire, Sieur de Grandpré, Major of the Town of Three Rivers*, in this country, where he is married and settled, praying that we should grant him a concession on Lake *St. Peter*, containing one league in front by three leagues in depth, joining on one side the conceded lands on River *Yamachiche*, and on the other, those on River *du Loup*, together with the islands, islets and shoals thereto adjacent, in order that he the *Sieur de Grandpré* may be enabled to settle the same and place inhabitants thereon, and for the said purpose that he be authorised to enjoy the said land as a Fief and Seignior, with superior, mean, and inferior jurisdiction; and the right of hunting and fishing, and of trading with the Indians; We, in virtue of the authority jointly vested in us by His Majesty, have given, granted and conceded, and do hereby give, grant and concede to the said *Sieur de Grandpré* the said land on Lake *St. Peter*, containing one league in front, joining on one side the conceded lands on River *Yamachiche*, and on the other, those of River *du Loup*, together with the islands, islets and shoals thereto adjacent; to hold to the said *Sieur de Grandpré*, his heirs and assigns, and enjoy the same in fee for ever, as a Fief and Seignior, with superior, mean, and inferior jurisdiction, and the right of hunting and fishing, and of trading with the Indians throughout the extent thereof; under the condition of rendering fealty and homage at the Castle of *St. Lewis*, at *Quebec*, to which it shall be subordinate; on payment of the ordinary rents and dues according to the Custom of the *Prévosté* and *Vicomté* of *Paris*, in force in this Country; that all Appeals from the Judge who may be established thereat shall be had before the Courts at *Three Rivers*; on the further condition of preserving and causing to be preserved by his tenants, oak timber for the construction of His Majesty's ships; of disclosing to the King or the Governor of the Country all mines, mineral ores or minerals, if any be found within the said extent of land; also, of performing the duties of actual settlement on the said land and on such concessions as he shall make to his tenants; of beginning immediately after the close of the present war, to inhabit the said land, and cause the same to be cleared; of leaving the roads and highways necessary for public use. The whole subject to the good will and pleasure of His Majesty, from whom he shall be bound to procure a ratification of these presents within one year.

In testimony whereof, we have signed these presents and caused the same to be Sealed with our Seal at Arms, and countersigned by our Secretaries.

Given at *Quebec*, this 30th July, 1695.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 9th August, 1851.

True Copy of the original grant, as registered.

(Signed) THOMAS AMIOT,
Deputy Registrar.

PHILIPPES DE RIGAUT, &c.
JACQUES RAUDOT, &c.

To all to whom these presents shall come,

GREETING:

WE do hereby declare, that in accordance with a Petition presented to us by *Sieur François Dumontier*, praying that in consideration of the services rendered by him in this Country for twenty-two years, since his arrival here with the army, and of his having finally settled therein, we may be pleased to grant him a Concession containing one league and a half in front by three leagues in depth, the whole as a Fief and Seignior, with superior, mean, and inferior jurisdiction, the right of hunting, fishing, and trading with the Indians throughout the extent of the said concession, and to give to the said concession the name of "*Dumontier*," the said concession to begin from the unconceded lands in the rear of the Fief de *Grosbois*, heretofore granted by His Majesty to the *Sieur Boucher*, and following the same boundary lines and points of the compass as the said Fief de *Grosbois*, which begins three quarters of a league below the River *Ouamachiche*, upon Lake *St. Peter*, and ends three quarters of a league above; in consideration whereof, and of the services rendered in this country by the said *Sieur Dumontier*, We, in virtue of the power jointly vested in us by His Majesty, have given, granted and conceded, and do by these presents give, grant and concede to the said *Sieur "Dumontier"* the said league and a half of land in front, by three leagues in depth, in the manner hereinbefore described, and give to the said concession the name of "*Dumontier*," to hold to the said *Sieur Dumontier*, his successors and assigns, and enjoy the same in fee for ever, as a Fief and Seignior, with superior, mean, and inferior jurisdiction, the right of hunting, fishing, and trading with the Indians throughout the extent thereof; under the condition of rendering fealty and homage at the Castle of *St. Louis*, at *Quebec*, to which it shall be subordinate, on payment of the ordinary rents and dues according to the Custom of *Paris* in force in this country; of preserving and causing to be preserved, oak timber for the construction of the King's ships; of disclosing to His Majesty or to the Governor and Intendant of this country, all mines, mineral ores or minerals, if any be found within the said extent of land; of performing the duties of actual settlement, and causing them to be performed by his tenants; of clearing the said land, and causing it to be forthwith cleared; of leaving sufficient space for the roads and highways necessary for public use; of leaving the beach free to all fishermen, with the exception of such part thereof as he may require for his own fishery. And in case His Majesty shall hereafter stand in need of any of the said hereditaments for the purpose of building and erecting fortifications thereon, He shall not be liable to pay any damages to the proprietors thereof. The whole subject to the good will and pleasure of His Majesty, from whom he shall be bound to procure a ratification of these presents within one year; and in the event of his failing, after obtaining the said ratification, to perform the duties of actual settlement thereon, the said concession shall be reunited to His Majesty's Domain.

In testimony whereof, we have signed these presents, and hereunto caused to be affixed our Seal at Arms, and caused the same to be countersigned by our Secretaries.

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

Done and executed at *Quebec*, this twenty-fourth day of October, one thousand seven hundred and eight.

(Signed,) VAUDREUIL, &c.,
RAUDOT, &c.

(And lower down,)

By my Lord,
(Signed,) CHAMBELAN,

By my Lord,
(Signed,) SEURRAT,

MARIE ANNE RIVARD.

(Signed,) BEGON.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 8th August, 1851.

True copy of the original title, as registered.

THOS. AMIOT,
Deputy Registrar.

HECTOR CHEVALIER DE CALLIERE, &c.
FRANCOIS DE BEAUHARNOIS, &c.

IN consequence of the request made to us by *M. de Vaudreuil*, Governor of *Montreal*, that we would be pleased to grant him a concession of one half of a neck of land, at a place called the *Cascades*, containing four leagues of land in front, by one league and a half in depth at the widest part of the said neck of land, and half a league at the narrowest, beginning opposite the *Isle aux Tourtes*, joining a similar portion of land granted to the *Sieur de Soulange*, in order that the said *Sieur de Vaudreuil*, may be enabled to form a settlement there, and establish inhabitants thereon, and enjoy the same for himself, his heirs and assigns, in fee for ever, as a Fief and Seignior, with superior, mean, and inferior jurisdiction, and the right of hunting, fishing, and trading with the Indians, throughout the whole extent of the said concession; We, in virtue of the power jointly vested in us by His Majesty, have given, granted, and conceded, and by these presents do give, grant, and concede, to the said *Sieur de Vaudreuil*, the said land as above described, to be enjoyed by him, and his heirs and assigns, in fee for ever, as a Fief and Seignior, with superior, mean, and inferior jurisdiction; and with the right of hunting, fishing, and trading with the Indians, throughout the whole extent of the said concession, on condition of rendering fealty and homage at the Castle of *St. Louis*, at *Quebec*, to which it will be subordinate, on payment of the ordinary rents and dues according to the Custom of *Paris*, in force in this country; of preserving and causing to be preserved by his tenants, all oak timber fit for the building of His Majesty's ships; of giving notice to the King, or to the Governor and Intendant of this country; of all mines, mineral ores, and minerals, if any should be found within the said extent of land; that all Appeals from the Judge to be established thereat, shall be had before the Royal Court at *Montreal*; of causing the said land to be cleared immediately after the close of the present war; of performing and causing to be performed by his tenants, the duties of actual settlement thereon; and lastly of leaving the neces-

sary roads and highways for the public use; the whole subject to the good will and pleasure of His Majesty, from whom he shall be bound to obtain a ratification of these presents within one year.

Appendix
(N.N.N.)

29th August.

In testimony whereof, we have signed these presents, and caused the same to be Sealed with Our Seal at Arms, and countersigned by our Secretaries.

Given at *Quebec*, the 12th October, 1702.

PROVINCIAL REGISTRAR'S OFFICE,
Toronto, 9th August, 1851.

True copy of the original Title as Registered.

(Signed,) THOS. AMIOT,
Deputy Registrar.

The Committee again took up the consideration of the several clauses of the two Bills laid before them, and after some debate thereon, adjourned until to-morrow, at ten o'clock in the forenoon.

Tuesday, 19th August, 1851.

In consequence of the sitting of the Legislative Assembly taking place to-day at ten o'clock in the forenoon, the Committee could not meet agreeably to their order of adjournment of yesterday.

Friday, 22nd August, 1851:

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LATERRIERE, and
Mr. LEMIEUX.

After some time spent in debate upon the two Bills laid before them by the Chairman, and in adopting several amendments thereto, the Committee adjourned until the 25th instant.

Monday, 25th August, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
Honorable Mr. BADGLEY,
Mr. BOUTILLIER,
Honorable Mr. CHABOT,
Colonel GUGY,
Honorable Mr. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

Appendix
(N.N.N.)

29th August.

The Clerk of the Committee submitted a table, drawn up by him at the request of one of the Members of the Committee, shewing the number of Petitions against the Seigniorial Tenure, presented during the present Session of the Provincial Parliament; the names of the Members who presented the same; the County or Parish, number of signers, and the number and prayer of each Petition. (See Appendix C.)

On motion of the Honorable Mr. *Badgley*, seconded by Mr. *Polette*,

Ordered, That the Chairman do present to the Legislative Assembly the Second Report of this Committee, and introduce, at the same time, the Commutation Bill, as amended by this Committee.

The Committee then adjourned, *sine die*.

Friday, 29th August, 1851.

PRESENT:

Mr. Solicitor General DRUMMOND, in the Chair.

Mr. ARMSTRONG,
HONORABLE MR. BADGLEY,
Mr. BOUTILLIER,
HONORABLE MR. CHABOT,
Colonel GUGY,
HONORABLE MR. LATERRIERE,
Mr. LEMIEUX, and
Mr. POLETTE.

On motion of Mr. *Armstrong*, seconded by Mr. *Boutillier*,

Ordered, That the Chairman do this day present to the Legislative Assembly the Third and final Report of this Committee. (See page 7.)

The Committee then adjourned.

J. P. LEPROHON,
Clerk Committee.

Toronto, 29th August, 1851.

Appendix A.

BILL.

An Act to define certain Right of Seigniors and *Censitaires* in *Lower Canada*, and to facilitate the exercise thereof.

WHEREAS, by the laws, usages and customs of that part of the Province of *Canada*, formerly constituting the Province of *Lower Canada*, the proprietors of Seigniories therein are bound to concede lands to the inhabitants of the Country, in order that they may settle thereon and occupy the same, on the payment of certain rents and dues, (*a titre de redevances*); and whereas, on divers pretexts, and against

the said laws, usages and customs, and in violation of the conditions under which the original grants by virtue whereof they hold the said Seigniories, were made, many of the said Seigniors have refused to concede lots of land in the said Seigniories, for settlement, and have retained in their hands large tracts of waste and unsettled lands, with intent to sell the same and to receive therefor large sums of money, as the price thereof, over and above the said rents and dues, thereby greatly retarding the settlement of the country; and whereas, before the year one thousand seven hundred and fifty-nine, it was provided in and by a decree (*arrêt*) of His Most Christian Majesty the King of *France*, in relation to lands in *New France* or *Canada*, granted as Seigniories, and remaining uncultivated by the Seigniors in possession thereof, dated at *Marly*, the sixth day of *July*, one thousand seven hundred and eleven, that whenever any Seignior should refuse or fail to concede to the inhabitants of *New France*, aforesaid, any lots of land in the said Seigniories, which the said inhabitants should ask of them, in order to settle upon and occupy the same *a titre de redevances*, without any right on the part of the said proprietors of Seigniories to require from the said inhabitants any sum of money, whatsoever, it should be lawful for the said inhabitants to demand the said lands from the said Seigniors, by summons, and in case of refusal, to apply to the Governor, and Lieutenant Governor, and Intendant of the said country called *New France*, who were authorized and required to concede to the said inhabitants the lands so demanded by them, in the said Seigniories, subject to the same rents and dues as were payable on the other lands in the said Seigniories, which said rents and dues were to be paid into the hands of the Receiver General of His Majesty's Domain at the city of *Quebec*, without any right on the part of the proprietors of the said Seigniories to claim any rents and dues thereon, of any nature whatsoever; and whereas it is just and expedient that the powers heretofore exercised, as above mentioned, by the Governor, Lieutenant Governor and Intendant of *New France* or *Canada*, should be now vested in the Superior Court of *Lower Canada*.—Be it therefore enacted, by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of the Province of *Canada*, constituted and assembled by virtue of, and under the authority of an Act of the Parliament of the United Kingdom of *Great Britain* and *Ireland*, and intitled; "*An Act to reunite the Provinces of Upper and Lower Canada, and for the Government of Canada*," and it is hereby enacted by the authority of the same, That from and after the passing of this Act, all and every the jurisdiction, powers, and authority vested in and granted to the Governor, Lieutenant Governor, and to the Intendant of *New France* or *Canada*, by the aforesaid *arrêt* of His Most Christian Majesty the King of *France*, dated at *Marly*, the sixth day of *July*, one thousand seven hundred and eleven, in relation to lands in *New France* or *Canada*, aforesaid, granted as Seigniories, and remaining uncultivated and unconceded by the Seigniors in possession thereof, shall and may be exercised by the Superior Court of *Lower Canada*, and by the Judges of the said Court at their weekly sittings, any law, usage, or custom to the contrary, in any wise, notwithstanding.

And in order to facilitate the exercise of the said jurisdiction, powers and authority, be it enacted:

II. That no Seignior shall hereafter concede to any one individual any extent of wild land, exceeding one hundred and twenty superficial arpents, otherwise than by two or more separate deeds of

Appendix
(N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

concession, and bearing date at least three years from each other, or unless the excess over the said quantity of one hundred and twenty arpents be conceded to the father, mother or tutor for the use of one or more minor children; and in the latter case, the extent of land conceded for each such minor shall not exceed one hundred and twenty superficial arpents, and the minor in whose favor each such concession shall be made, shall be named in the deed of concession.

III. No Seigneur shall hereafter concede any wild land of a less extent than two arpents in front by twenty in depth, unless such concession be made for a town or village lot.

IV. No Seigneur shall establish by any deed or contract of concession or otherwise, on any lands which shall hereinafter be conceded, any other rights, charges, conditions, or reservations than the following, namely:—

1. That there shall be paid to him, his heirs and assigns, by the person to whom the land is conceded, (*cessionnaire*), his heirs and assigns, an annual rent (*redevance*) which shall not in any case exceed the sum of two pence currency for each superficial arpent of the land conceded, and which in any Seignior wherein the customary rents are under the said rate, shall not exceed the highest annual rent stipulated or payable in the said Seignior.

2. That the land conceded shall be surveyed and bounded at the expense of the *cessionnaire*.

3. That the deeds of concession shall be exhibited, new title deeds (*titres nouveaux*) shall be passed, and mutation fines (*lods et ventes*), shall be paid, according to law.

4. That the grain grown on the land conceded, and intended for the use of the family or families occupying the same, shall be ground at the Banal Mill.

5. All such other conditions and reservations as may have been made or imposed in favor of the Crown or of the public in the original grant of the Seignior.

V. That it shall not be lawful for any Seigneur to sell any timber growing on the wild and unconceded lands within the limits of his *cessive*, with the exception of such lands as he shall reserve as his own Domain.

VI. All sales, agreements or stipulations which may hereafter be made, contrary to the preceding provisions, shall be null and of none effect.

VII. Every Seigneur who shall have received or shall receive, directly or indirectly, any sum of money or any other valuable thing, as and for the price or consideration of the concession of a quantity of wild and unimproved land, over and above the annual rents and dues, shall repay such surplus to the party who shall have so paid or given the same, or to his representatives; and any person who shall have so paid or given, or who shall so pay or give any sum of money or any other valuable thing, shall have an action for the recovery thereof with double costs, in any Court of competent jurisdiction.

VIII. Every Seigneur who possesses within his *cessive* any waste lands which have not yet been con-

Appendix
(N.N.N.)

29th August.

ceded either by him, or his predecessors, and who shall, within the space of two months from the passing of this Act, deposit in the office by law established for the enregistration of deeds for the conveyance of property in the County in which his Seignior is situate, a figurative plan of such Seignior, shewing the manner in which he intends to divide and concede the wild lands therein, the number of concessions he intends to make therein, the extent in front and in depth of the lands in each concession, and the extent, boundaries and limits of the domain which he intends to reserve for himself therein, may and shall be entitled to dismember from such wild lands, and to reserve for his own private use, without being obliged to concede any part thereof, a domain which shall not consist of more than superficial arpents: provided always, that the Seigniors who have already domains within their *cessives*, intended for their private use, shall not have the right of reserving for such use any part of the wild and unconceded lands in the same *cessive*.

IX. Any person who after the expiration of six months from the passing of this Act, shall have called upon the Seigneur of any Seignior whatsoever, in Lower Canada, to concede to him a lot of land forming part of the waste and unconceded lands of the Seignior, may, if the Seigneur so called upon shall refuse or neglect to concede such lot of land, summon and sue the Seigneur by action or demand in the form of a declaratory petition, *requête libellée*, in the Superior Court or before the Judges thereof, at their weekly sittings, in the District in which such lot of land is situate, for the purpose of obliging the said Seigneur to concede the same.

X. Every such action or demand shall be determined in a summary manner, unless the Court or the Judges before whom the same shall be brought, shall think fit, for the interests of justice, to order a plea to be filed and written evidence to be adduced; and in every such action the said Court or the said Judges shall condemn the Seigneur against whom the said action shall be so brought, to grant a deed of concession of the lot of land so required, in favor of the plaintiff, within such period as they shall think fit to determine; unless the Seigneur against whom the said action shall be so brought shall show that he has conformed to the provisions of the section of this Act, and that the lot of land so required as a concession, forms part of the land so reserved by him for his own private use, or that he is not by law obliged to make such concession; and in any case in which it shall be more in accordance with equity and the laws and customs of the country, to order that a lot of land other than the one required, be conceded to the Plaintiff, it shall be lawful for the said Court or for the said Judges so to do; and whenever the Seigneur, after the expiration of the delay allowed, shall have neglected to grant a concession deed in favor of the Plaintiff, such judgment shall to all intents and purposes be for the said Plaintiff as a concession deed of the lot of land designated therein, on the conditions therein specified.

XI. And whereas the permission by law granted to the Seigneur to reserve by express stipulation with his *Censitaires*, the right of pre-emption upon (*droit de retraire*) immovable property, sold within his *cessive*, was only intended to furnish him with the means of protecting himself against losses which he might incur through fraudulent sales, and whereas the exercise of the said right in the case of sales in which there is no fraud, is equally unjust and contrary to the spirit of the law, be it declared and enacted; That the right of conventional pre-emption

Appendix
(N.N.N.)

29th August.

(*retrait conventionnel*) cannot and shall not be exercised in respect to the sale of any immovable under a writ of execution, *par décret* or other judicial authority.

XII. Any sum of money or other valuable thing which, after the passing of this Act, shall be paid or given to any Seigneur, either directly or indirectly to induce him to refrain from exercising the right of *retrait* in the case of any sale or mutation effected within his *censive*, shall be recoverable, with costs, by action before any Court of competent jurisdiction.

XIII. And whereas several Seigniors claim rights with respect to unnavigable rivers which, by law, they are not entitled to, and it is expedient to remove all doubts which exist in relation to the extent of the said rights: Be it therefore declared and enacted, That no Seigneur is, nor shall hereafter be entitled to the exclusive use of unnavigable rivers, except such part or parts of the said rivers the waters whereof run through or along the domain reserved, or hereafter to be reserved by him, and through or along the lands and lots of land acquired, or to be hereafter acquired by him; and any agreement made between the Seigneur and the proprietor who has the *domaine utile* of any land held by him *à titre de cens*, in any Seigniorly whatsoever, with the view of depriving such proprietor of the right of building mills, other than such as are intended for the grinding of corn, factories, or manufacturing establishments, is hereby declared to be null as having been made contrary to law and to the public good; and every such agreement shall, to all intents and purposes, be hereafter considered as not having taken place, whether the same be stipulated hereafter, or made before the passing of this Act.

XIV. The right of the Seigneur to require the *Censitaire* to carry his grain to the *banal* mill to be there ground, on paying to the Seigneur the ordinary price for the grinding of such grain, extends and applies and shall hereafter be considered as extending and applying to no other grain than such as is or shall be grown on the lands held *à titre de cens* in the Seigniorly in which such *banal* mill is situate, and intended for the use of the family or families occupying the said lands.

XV. And whereas the right of banality was only granted to the Seigniors as a compensation for the expenses they are obliged to incur in constructing *banal* mills for the use of the *Censitaires* holding lands in their respective Seigniorlies, be it enacted, That every Seigneur having more than one hundred *Censitaires* holding land in his *censive*, and who, after the expiration of two years from the passing of this Act, shall not have constructed at least one *banal* mill for the grinding of the grain in his Seigniorly; and every Seigneur who, after the expiration of two years from the period in which there shall be more than one hundred *Censitaires* holding lands in his *censive*, shall not have constructed such mill, shall forever forfeit his right of banality in such Seigniorly; and it shall be lawful for any person occupying any land in such Seigniorly to construct one or more mills for the grinding of grain in the said Seigniorly, and to grind or cause to be ground in any such mill all grain brought thereto, without being liable to be troubled by the Seigneur as such, in the enjoyment of the said rights.

XVI. All Seigniorial dues payable annually in personal labor (*corvées*), grain, or otherwise than in money, may hereafter be paid in money at the option of the parties indebted in the same.

Appendix
(N.N.N.)

29th August.

XVII. For the recovery of the Seigniorial rights which shall hereafter become due, the privileges and preferences granted by law to the Seigniors, to secure to them the payment of such rights, shall only be exercised for the arrears which shall have fallen due during the five years next preceding the exercise of such privileges and preferences.

XVIII. And for the interpretation of this Act, be it enacted, That nothing herein contained, shall be construed to deprive the Seigneur of the right by law vested in him, to take, whenever it may be necessary, a lot of land for the construction of a *banal* mill, with its dependencies, on paying to the proprietor the value only of the land so taken; nor to acknowledge or deny that the Seigneur has the exclusive right of building mills for the grinding of corn within his *censive*; nor to affect the legality or illegality of any rents stipulated between Seigniors and *Censitaires* before the passing of this Act; and none of the provisions of this Act, except those contained in the section thereof, shall be so construed as to deprive any Seigneur or *Censitaire* of the privilege of maintaining such rights or pretensions as they may acquire or consider themselves entitled to as such Seigneur and *Censitaire*, unless he would have acquired such right of action if this Act had not been passed.

XIX. The word "Seigniorly," wherever it occurs in this Act, shall be construed as meaning any part of a Fief, *arrière fief*, or Seigniorly held by a single individual or by several persons *par indivis*, as well as the whole of a Fief, *arrière fief*, or Seigniorly; and the word "Seigneur" shall be construed as meaning any sole proprietor, and all persons who are proprietors in common, *par indivis*, of any part of a Fief, *arrière fief* or Seigniorly, as well as any sole proprietor, and all persons, proprietors, jointly and *par indivis*, of the whole of any such Fief, *arrière fief* or Seigniorly.

XX. And whereas it was lawful for any Seigneur being the proprietor of any Fief or Seigniorly, under the ancient forms of proceeding in use in the Courts of Justice in this Province, before the Cession thereof, to demand and obtain the reunion to the domain of his Seigniorly, of any number of lands or parcels of lands conceded *en roture*, the reunion whereof to the domain might, according to law be demanded, and whereof such Seigneur thought proper to demand the reunion to the domain, in and by the same action, (*exploit de demande*;) although such lands or parcels of land had been conceded to divers persons, or were held by divers tenants; and whereas doubts exist, whether under the laws now in force in *Lower Canada*, it is still lawful so to do; and in order to facilitate the reunion of the domain of such lands or parcels of land, and to render such reunion less expensive to the Seigniors and to the *Censitaires* or tenants; Be it enacted, That any Seigneur, proprietor of a Fief or Seigniorly in *Lower Canada*, may sue and summon before the Superior Court, or the Justices thereof at their weekly sittings, any number he shall deem proper, of persons holding lands in the said Fief or Seigniorly, on the condition of settling on the same, and of performing the duties of actual settlement (*tenir feu et lieu*;) thereupon, and who shall have failed to perform any one of the said conditions, and to demand, in and by such action, the reunion to the domain of such Fief or Seigniorly, within such reasonable delay as shall be ordered by the Court, of all the lots of land, in respect to which such condition or conditions shall not have been fulfilled; and it shall be lawful for the said Court, to proceed and give such judgment in the action as to law and justice shall appertain, with regard to the re-

Appendix (N.N.N.)

union of all such lots of land to the domain of the in which they may be situate.

29th August

XXI. And be it further enacted, That in every such action the writ of summons and the petition thereunto annexed, shall be served upon each of the concessionnaires or tenants of the lands or parcels of land, the reunion whereof to the domain shall be demanded in and by such petition, by leaving with each of them individually, or at the domicile of each of them in the limits of the Parish, Fief, or Seigniorly in which such lands or parcels of lands shall be situate, a duly certified copy of such writ of summons and of the petition thereunto annexed; or in case such concessionnaires or tenants shall have no known domicile within the limits of such Parish, Fief, or Seigniorly, by posting such duly certified copy, on or near the principal entrance door of the Church of such Parish, in which the said lands or parcels of land are situate; and if there be no Church, then in the most conspicuous part of such lands or parcels of land.

XXII. Provided always, and be it further enacted, That nothing in the two foregoing sections shall extend or be considered as extending to any person or persons residing in the said Seigniorly, occupying or residing on any other land, lot or emplacement in the same Seigniorly, or at a distance not less than five leagues from the land or lands, lot or lots, emplacement or emplacements, the reunion whereof shall be so demanded, as aforesaid.

Appendix B.

BILL.

To release Lands situate within the Seigniories of Lower Canada, from the Feudal Tenure, after a certain period, by means of the redemption of Seigniorial rights, or by converting the said rights into constituted rents.

I. All Seigniorial rights stipulated between Seigniors and Censitaires, as such, except such as are hereinafter allowed to be redeemable, to be declared null and of none effect, as being contrary to law and the interests of the public.

II. The only Feudal and Seigniorial rights which shall be redeemable and continued to be paid until the redemption be effected, shall be all such as constitute the price at which and the conditions on which a portion of land is conceded, viz:—

1. All fixed rights, that is to say, all annual Seigniorial rents, (redovances) consisting in money, grain, fowls, articles, or fruits of the earth, payable under the name of cens, sur-cens, Feudal, Seigniorial and emphytheotic rents, or under any other name whatsoever, which are payable or due by the owner or holder of a portion of land, so long as he is the owner or holder thereof, and according to the length of time during which he has been in possession.

2. The right of banality of mills for the grinding of corn therein, whether the same be driven by water or by wind.

3. All casual rights, which are due under the name of quint, lods et ventes, relief, or under any other designation whatsoever, upon mutations in the property or in the possession of any land.

III. The parties may mutually agree respecting the redemption of all the said rights, at such price, and on such conditions as they may think proper; and on agreement so made between parties of age, or even with tutors, curators, or other duly authorized administrators, shall be liable to contestation under any pretext of tort whatsoever, although the price of redemption may be lower or higher than might have been obtained under the system hereinafter established.

IV. When the parties who are at liberty to enter into a mutual arrangement, cannot agree respecting the price of redemption of the Seigniorial rights, whether the same be fixed or casual, the redemption shall take place according to the rules and at the rates hereafter specified.

V. To establish the price of redemption of fixed rights, (such as cens and rents payable in money, grain, fowls, or personal labor,) a valuation shall be made of the total annual amount derived from the charges upon the land, and the said amount shall represent the interest upon the capital sum which shall be the price of redemption, the calculation being made at the rate of legal interest.

VI. As regards the rents payable in grain, fowls, or other articles or fruits of the earth, an average year of their value shall be established according to the price of articles of the same nature, taken from the books of the merchants nearest to the place; to establish such average year, the fourteen years immediately preceding the period at which the valuation is made, shall be taken; the two highest and the two lowest shall be subtracted, and the average year shall be established on the ten remaining years; the value of personal labor, corvées, shall be estimated in the same manner.

VII. As regards the right of banality, an estimate shall be made of the decrease in the annual receipts of the banal mills, to arise from the suppression of the right of banality and from the inhabitants being freed therefrom; the amount of the said estimate shall represent the interest of the capital which shall be the price of redemption of the banality for the whole of the Seigniorly, and the said capital shall be apportioned among all the lands subject thereto, according to their superficial extent.

VIII. As regards the redemption of casual rights, whether on the part of the proprietors of the lands held en roture, or on the part of the proprietors of Fiefs, it shall be effected according to the following rules, and with the following distinctions:—

1. In the case of lands on which the lods et ventes are due on each mutation, if the redemption be effected within two years from the making of the estimate as hereinafter provided..... 1/4 of the value of the land. Between two and four years 1/4 do do do Between four and five years, or later 1/4 do do do And 1/4 part of the whole indemnity received by the Seigneur of a censive from his Censitaire, shall be paid by the former to the Seigneur paramount (suzerain) for the redemption of all rights of quint, relief and others.

IX. This proportion (one-twentieth) of the indemnity, shall in all cases be payable in money, and

Appendix (N.N.N.)

29th August.

Appendix
(N.N.N.)

29th August.

as to the balance, it shall be optional for the *Censitaire* to pay it in cash or to leave it *à constitut* on the property.

X. Considering, on the one hand, that the increase in Seigniorial rents, stipulated by certain Seigniors, has been effected in contravention of the ancient laws of the country, and on the other hand, that such increase has been sanctioned, not only by long usage and the decision of the Courts, but also by the negligence of the Government to enforce the execution of those laws, and even by the example given in certain Seigniories held under the Crown; it would be equally unjust either to oblige the *Censitaire* to pay for the redemption of the excess over the said rents, or to refuse to indemnify the Seignior therefor; inasmuch as, relying upon the said usage, the said decisions, and the said answer, he may have invested his funds in good faith, in the purchase of a Seignior, and secured thereupon the rights of his creditors, his wife and his children; it would be expedient to create a public fund for the payment of the portion of the redeemable rights, consisting of so much of the Seigniorial rents stipulated in certain contracts, as may exceed the sum of two pence per arpent, which sum would seem to represent in an equitable manner, what has been considered, by common consent, as the old rate, considering the changes which have taken place since the Conquest, in the value of articles of produce and of money.

XI. This fund would be formed:—

1. From the amount of all rights of *quint* now due and still unpaid to the Provincial Government, and of all those which shall hereafter become due in Fiefs held directly of Her Majesty.

2. From the share accruing to the Crown, out of the sums paid to the Seignior for redeemable rights.

3. From the amount derived from sales or leases of mines and mineral soils, either in the Fiefs and Seigniories, or in any other part of *Lower Canada*.

4. From the amount derived from the sale of unconceded lands, as hereinafter provided, after deducting therefrom the portion accruing to the Seignior; and the said fund shall be designated as the "Commutation Fund."

XII. And whereas after the abolition of the Feudal system, it would be unjust to the settler to allow the Seignior to enjoy complete ownership of the lands remaining unconceded within his *censive*, inasmuch as he is now by law bound to transfer the property thereof to other persons, merely reserving to himself the right of exacting certain rents which in no wise represent the value of the said lands, but only his right of property therein as Seignior, they shall be disposed of as follows:—

XIII. The lands remaining unconceded in each Seignior, shall be reunited, *pleno jure*, to the Domain of the Crown, and be put up for sale by Auction, by the Crown Lands Department, every three months, until the whole shall be sold. One-tenth of the produce shall be paid to the Seignior for the redemption of his right of property as such, and the balance shall be paid into the "Commutation Fund."

XIV. And in order to secure the rights of third parties, the price of redemption shall be paid into the hands of the Receiver General of the Province, or of such Officer as he shall appoint for that purpose,

in the respective localities; and it shall be lawful for proprietors of fiefs upon which other fiefs are dependent, and to the creditors of proprietors of fiefs in which there are redeemable rights, to file their oppositions in the Office of the Prothonotary of the Superior Court in the District in which the property released by such redemption shall be situate; and the privilege of filing such oppositions shall last thirty years.

XV. And so soon as the Receiver General shall have received an amount equal to or exceeding the sum of £500 for the payment of the redeemable rights in any Fief or Seignior, the amount so received shall be deposited by him in the hands of the Prothonotary of the Superior Court, in which the distribution thereof shall be made among the creditors according to the hypothecs and preference of their respective privileges; and the Receiver General shall pay to the Seignior, in the month of *January* in each year, the legal interest on the sums deposited in his hands as aforesaid, to be computed from the date of the receipt thereof; the Receiver General may, however, at the end of three months from the payment of the said redeemable rights, pay to the Seignior his share thereof, on the certificate of the Prothonotary, stating that no oppositions to the payment have been filed; or on the written consent of the opposants, certified by the said Clerk.

XVI. Three Commissioners appointed by the Government for each District, or, if it be deemed more expedient, one Commissioner and two Arbitrators, to be chosen, one by the Seignior and the other by the majority of the *Censitaires*, shall proceed forthwith to make the valuations and apportionments necessary for establishing the prices at which all the lands may be released from the said redeemable rights.

XVII. The redemption of the said rights may be made at any time, at the option of the *Censitaire*, until the expiration of five years from the passing of this Act; but after the said period, the said redeemable rights shall be *pleno jure* converted into constituted rents; such rents shall be considered as an immovable, by fiction, and shall accordingly bear the same hypothecs and preferences as the Seigniorial charges which they shall represent.

XVIII. From the moment of the conversion of redeemable rights into constituted rents under this law, the Seigniorial Tenure, as well as all Seigniorial and Feudal rights and dues, and all honorary distinctions, superiority and power arising from the feudal system, would be abolished in *Lower Canada*, and all lands now held *à titre de Fief*, or *en roture*, would be hereafter held in free and common soccage.

N.B.—This plan is not submitted with a view to its immediate adoption, but merely in the hope that the Committee will think it expedient to call the attention of the Government of the country thereto, as containing the basis of a system by which the release of lands now subject to the Feudal Tenure may be completely effected within a short period, and without materially affecting the rights of interested parties.

LEGISLATIVE ASSEMBLY,
Committee Room No. 5,
July, 1851.

Appendix
(N.N.N.)

29th August.

Appendix C.

TABLE shewing the number of Petitions against the SEIGNIORIAL TENURE, presented during this Fourth Session of the Third Parliament;—by whom presented,—the County or Parish,—number of Signers,—number and prayer of each Petition.

No.	By whom Presented.	Parish.	County.	Number of Signers.	Prayer.	
Messieurs						
29	Cartier	St. Mathieu de Belœil	Verchères	87	} Praying that the real rights of Seigniors may be defined, and then abolished.	
40	Laurin.....	St. Jean des Chaillons .....	.....	133	
48	Boutillier	Augmentation des Mille-Iles	Terrebonne.....	264		
50	DeWitt	St. Clément de Beauharnois	Beauharnois	220		
51	Dumas.....	Seigneurie de L'Assomption	Leinster	213		
69	Sauvageau .....	.....	Huntingdon	254	
70	Guillet .....	.....	Champlain	197	
71	Taché	Métis	Rimouski	218		
92	DeWitt	St. Timothée	Beauharnois	150		
93	DeWitt	St. Zotique.....	Vaudreuil	150		
94	Lacoste	St. Luc	Chambly.....	306		
95	Mongenais	Ste. Marthe	Vaudreuil	124		
97	Mongenais	Rigaud	Vaudreuil	263		
135	Armstrong	St. Paul de la Valtrie	Berthier	134		
136	Lemieux	St. Joseph de la Beauce	Dorchester	274		
140	Lacoste .....	.....	Chambly.....	398	
141	Sauvageau .....	.....	Huntingdon	313	
142	Sauvageau	St. Jacques le Mineur	Huntingdon	180		
185	Taché	Ste. Flavie	Rimouski	164		
224	Sauvageau .....	.....	Huntingdon	444	
296	Guillet	Ste. Anne	Champlain	121		
297	Fortier.....	St. Pierre les Becquets.....	Nicolet	265		
348	Boutillier	St. Hugues.....	St. Hyacinthe..	217		
390	Jobin .....	.....	Montreal	233	
411	Boutillier	Municipal Council of St. Hyacinthe	St. Hyacinthe..	2		
412	Boutillier	St. Damase.....	St. Hyacinthe..	182		
596	Lemieux	St. François d'Assise	Dorchester	147		
583	Boutillier	St. Hyacinthe et al	St. Hyacinthe..	426		
584	Nelson.....	.....	Richelieu	953	
Total.....				6928		
49	Boutillier	St. Pie.....	St. Hyacinthe..	270		} Praying for a declaratory law to define the rights of Seigniors, and for a commutation law.
96	Mongenais	St. Ignace	Vaudreuil	146		
137	Lemieux	Ste. Claire	Dorchester	236		
138	Lemieux	St. Bernard and St. Elzéar	Dorchester	353		
139	Lemieux	St. Marie	Dorchester	231		
225	Lemieux	St. Georges	Dorchester	114		
239	Taché	St. Germain	Rimouski	164		
275	Lemieux	Ste. Marguerite.....	Dorchester	159		
289	Laurin.....	Lotbinière	Lotbinière	280		
413	Mongenais	St. Michel	Vaudreuil	221		
Total.....				2174		
535	Letellier	Kamouraska	1232	do do do	
Whole total.				10334		

Appendix
(O.O.O.)
1851.

General Statement and Return of Baptisms, Marriages, and Burials, in the District of Quebec, for the year 1850.

COUNTIES.	PARISHES NORTH OF THE RIVER ST. LAWRENCE.	RELIGIOUS DENOMINATIONS.		BAPTISMS.		MARRIAGES.		BURIALS.		Total Baptisms.	Total Burials.	Increase.	Decrease.	REMARKS.	
		Males.	Females.	Males.	Females.	Males.	Females.	Males.	Females.						
QUEBEC	Notre Dame de Quebec.....	Catholic	463	218	402	348	965	750	215	36					
	Hotel Dieu do.....	do	486	161	327	388	950	665	285	6					
	St. Roch do.....	do													
	Hôpital Général do.....	do													
	Metropolitan Church.....	English Protestant Church	54	45	38	38	99	76	28						
	St. Andrew's do.....	Church of Scotland	35	38	49	19	73	84	89						
	St. John's do.....	Protestant Episcopal	18	25	2	8	43	8	85						
	St. Paul's Chapel.....	do	13	17	12	26	30	35							
	St. Peter's do.....	do	23	9	12	14	32	46							
	Military Congregation.....	do	12	15	5	18	27	21	6						
	Congregational Society.....	Protestant	5	1		8	6	17							
	Westeyan Methodists.....	Methodists	20	25	38	12	45	15							
	St. Foye.....	Catholic	44	53	14	34	97	60	37						
	Ancienne Lorette.....	do	44	29	14	21	78	39	84						
	St. Ambroise.....	do	52	47	20	25	99	44	55						
	St. Gabriel, Valcartier.....	do	17	18	6	4	35	11	24						
	Valcartier, Lake Beauport, and Stoneham.....	Presbyterian Mission	17	9	3	2	26	3	28						
	Stoneham and Valcartier.....	Church of Scotland	5	6	4	1	11	1	10						
	Charlesbourg.....	Catholic	46	34	21	12	80	28	52						
	Beauport and Laval.....	do	68	84	19	35	147	68	79						
St. Dunstan.....	do														
Destitute Settlement.....	Church of England														
Hôpital de Marine.....	Catholic	5	5		37	10	66							No Return. do do	
		1461	1387	631	1088	2848	2029	819	128						
PORTNEUF	Grondines.....	Catholic	36	6	17	9	68	26	42						
	Deschambault.....	do	69	21	28	28	126	51	75						
	Cap Santé.....	do	80	25	33	28	122	61	61						
	Ecarneuls.....	do	20	3	11	6	30	17	18						
	St. Raymond.....	do													No Return.
	St. Bazile.....	do	13	4	14	9	30	23	7						
	Pointe aux Trembles.....	do	39	11	23	23	79	46	38						
	St. Augustin.....	do	42	9	13	21	74	34	40						
	St. Casimir.....	do	36	10	9	8	64	17	47						
	St. Catherine.....	do	22	11	19	14	53	33	20						
			357	289	100	167	646	308	388						
		Carried over.....													

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT AND RETURN OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, &c.—(Continued.)

COUNTIES.	PARISHES NORTH OF THE RIVER ST. LAWRENCE.	RELIGIOUS DENOMINATIONS.	BAPTISMS.		MARRIAGES.	BURIALS.		Total Baptisms.	Total Burials.	Increase.	Decrease.	REMARKS.
			Males.	Females.		Males.	Females.					
PORTNEUF.—(Continued.)	Portneuf and of the Synod of Canada.....	Brought over.....	357	289	100	167	146	646	308	838		
	Bourg Louis, Porneuf, Jacques Cartier, and Ste. Catherine.....	Presbyterian Congregation.....	2	3	1	7	2	5	5			
				9	16	7	7	2	25	9	16	
			368	308	108	174	143	676	317	359		
MONTMORENCY	L'Ange Gardien.....	Catholic.....	21	10	11	8	10	31	18	13		
	Château Richer.....	do.....	32	20	9	11	8	52	19	33		
	Ste. Anne.....	do.....	34	11	5	10	8	45	18	27		
	St. Féréol.....	do.....	25	14	3	7	5	39	12	27		
	St. Joachim.....	do.....	27	29	8	12	7	56	19	37		
	St. Laurent, Isle d'Orleans.....	do.....	12	21	6	8	7	33	15	18		
	St. Jean.....	do.....	25	27	12	4	3	52	7	45		
	St. François.....	do.....	16	9	3	3	4	25	7	18		
	St. Pierre.....	do.....	23	14	2	9	9	37	18	19		
	Ste. Famille.....	do.....	20	18	6	10	5	38	15	23		
			285	173	65	82	66	408	148	260		
SAGUENAY	Petite Rivière St. François-Xavier.....	Catholic.....	21	14	3	5	4	35	9	26		
	Isle St. Paul.....	do.....	75	75	19	25	35	150	60	90		
	Ste. Agnès.....	do.....	30	28	9	7	4	58	11	47		
	St. Urbain.....	do.....	20	16	4	7	5	36	12	24		
	Eboulemens.....	do.....	53	59	80	19	22	112	41	71		
	St. Irénée.....	do.....	30	28	9	4	1	58	5	53		
	Isle aux Coudres.....	do.....	16	13	2	2	1	29	3	26		
	Malbaie.....	do.....	86	82	86	18	22	168	40	128		
	St. François-Xavier, Chicoutimi.....	do.....	58	56	18	15	11	114	26	88		No Return.
	St. Nom de Jésus de Chicoutimi.....	do.....										do
	Escoumins and other places.....	do.....										do
	Pointe des Monts.....	do.....										do
	St. Alexis.....	do.....		94	28	18	12	192	30	162		No Return.
Ste. Zoé de L'Ance à L'Eau, Tadoussac, &c.....	do.....										do	
Labrador.....	do.....										do	
Postes du Roi, Mingan.....	do.....		89	35	18	2	74	2	72		do	
			526	500	171	122	117	1026	239	787		

Appendix (O.O.O.) 1851.

Appendix
(O.O.O.)

1851.

GENERAL STATEMENT AND RETURN OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, &c.—(Continued.)

COUNTIES.	PARISHES SOUTH OF THE RIVER ST. LAWRENCE.	RELIGIOUS DENOMINATIONS.		BAPTISMS.		MARRIAGES.	BURIALS.		Total Baptisms.	Total Burials.	Increase.	Decrease.	REMARKS.
		Males.	Females.	Males.	Females.		Males.	Females.					
MONTBINERE	St. Jean Deschailions	41	47	9	6	7	88	15	73			Register destroyed by fire.	
	Lothinière												
	Ste. Croix	57	26	23	28	25	83	53	30				
	St. Antoine de Tilly	78	73	23	52	44	151	96	55				
	St. Giles	35	27	10	5	8	62	13	49				
MONTBINERE	St. Sylvester	65	69	25	20	19	134	39	95				
	Mission of St. Giles and parts adjacent	17	25	5		1	42	1	41				
		293	267	95	113	104	560	207	349				
MEGANTIC	Mission of Leeds and adjacent parts	5	13	2	1	1	18	2	16				No Return.
	Mission of Leeds, St. Sylvester, and Inverness												
	New Ireland	20	15	7		2	35	2	33				No Return.
	Township of Inverness Congregational Society												
	Upper Ireland Mission	19	13	12	4	1	32	5	27				No Return.
	St. Ferdinand of Halifax and other places	60	58	18	8	12	121	20	101				No Return.
	St. Eusebe de Stanfold												
	Mission de St. Louis de Blanfold												
	1st Inverness and parts adjacent												
	2nd do												
		107	99	39	13	16	206	29	177				
DORCHESTER	St. Nicholas	54	38	14	27	24	92	51	41				
	St. Jean Chrysostome	60	53	21	22	20	113	42	71				
	Point Levy	190	143	45	77	54	333	131	202				
	St. Henry	70	75	19	20	20	145	40	105				
	St. Anselme	69	67	16	22	24	136	46	90				
	Ste. Claire	64	74	22	15	21	138	36	102				
	St. Isidore	67	52	14	18	11	119	29	90				
	St. Marie, Nouvelle Beauce	69	82	21	25	23	151	48	103				
	St. Elzéar	75	40	7	22	20	115	42	73				
	St. François	66	58	11	12	15	124	27	97				
	Carried over	784	682	190	260	232	1466	492	974				

Appendix
(O.O.O.)

1851.

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT AND RETURN OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, &c.—(Continued.)

COUNTIES.	PARISHES SOUTH OF THE RIVER ST. LAWRENCE.	RELIGIOUS DENOMINATIONS.	BAPTISMS.		MARRIAGES.	BURIALS.		Total Baptisms.	Total Burials.	Increase.	Decrease.	REMARKS.	
			Males.	Females.		Males.	Females.						
DORCHESTER— (Continued.)	St. Joseph, Nouvelle Beauce	Brought over.	784	682	190	260	282	1466	492	974			
	Towship of Tring, Forsyth	Catholic	92	92	38	18	10	184	28	156		No Return.	
	St. Marguerite	do	48	46	11	16	19	94	85	59			
	St. Vital de Lambton and St. Evariste de Forsyth	do	29	24	12	10	10	53	20	33			
	St. Bernard	do	51	38	7	10	11	89	21	68			
	St. George, Aubert Gallion	do	41	38	11	7	8	79	15	64			
	St. Victor de Tring	do	28	24	8	13	6	52	19	33			
	Somerset and St. Calixte	do	68	79	32	14	28	147	42	105			
	Mission of Point Levy and adjacent parts	Church of England	11	8	3	8	6	19	14	5			
	Kennebec Settlement Mission	Presbyterian Congregation	4	3				7		7		No Return.	
	Frampton and Standon	Protestant Congregation	13	5	3	6		18	6	12			
	West Frampton and parts adjacent	do	26	21		6	7	47	13	34			
	Frampton	Catholic	1195	1060	312	368	337	2255	705	1550			
	BELLECHASSE	Beaumont	Catholic	31	24	12	14	10	55	24	31		
St. Charles, Rivière Boyer		do	48	45	17	21	10	93	31	62			
St. Gervais		do	99	85	24	29	28	184	57	127			
St. Michel		do	50	38	12	29	19	83	48	85			
St. Vallier		do	42	28	10	21	13	70	34	36			
Berthier		do	36	21	9	8	5	57	13	44			
St. François, Rivière du Sud		do	45	41	13	8	12	86	20	66			
St. Lazare		do	41	25	13	11	13	66	24	42			
				392	302	100	141	110	694	251	443		
				465	429	101	133	116	894	249	645		
KAMOURASKA	St. Anne la Pocatière	Catholic	96	91	23	29	28	187	57	130			
	Rivière Ouelle	do	71	69	19	21	17	140	38	102			
	St. Denis	do	62	49	11	13	12	111	25	86			
	St. Louis de Kamouraska	do	69	59	15	19	19	128	38	90			
	St. Paschal	do	75	81	8	25	17	156	42	114			
	St. André	do	81	65	19	19	19	146	39	108			
	St. Hélène	do	11	15	6	7	4	26	11	15			
				465	429	101	133	116	894	249	645		

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT AND RETURN OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF QUEBEC, &c.—(Continued.)

COUNTIES.	PARISHES SOUTH OF THE RIVER ST. LAWRENCE.	RELIGIOUS DENOMINATIONS.		BAPTISMS.		MARRIAGES.	BURIALS.		Total Baptisms.	Total Burials.	Increase.	Decrease.	REMARKS.	
		Males.	Females.	Males.	Females.		Males.	Females.						
L'ISLET	St. Pierre, Rivière du Sud	36	24	11	8	12	60	20	40					
	St. Thomas	95	70	33	35	31	165	66	99					
	Cap St. Ignace	64	61	17	18	10	125	28	97					
	L'Islet	92	97	22	28	19	189	47	142					
	St. Jean, Port Joli	93	94	33	24	28	187	52	135					
	St. Roch des Aulnêts	68	49	28	19	22	117	41	76					
	Île aux Grues	9	16	3	3	4	25	7	18					
	Grosse Isle or St. Luc	5	3		11	17	8	28	20					
			462	404	147	146	143	866	289	577				
	RIMOUSKI	Rivière du Loup	69	61	25	20	16	130	36	94				
Kakouna		40	53	19	18	6	93	19	74					
St. Jean Baptiste de l'Isle Verte		91	100	21	28	24	191	52	139					
Trois Pistoles		76	81	22	18	15	157	33	124					
St. Simon and St. Fabien		46	39	19	9	5	85	14	71					
St. Fabien (only)		26	15	4	8	9	41	17	24					
St. Germain		121	110	27	33	23	231	56	175					
St. Luce		93	106	19	30	29	199	59	140					
Matane, St. Jerome, Ste. Anne des Monts, and other places		52	53	20	9	12	105	21	84					
Mission of Rivière du Loup		2	4	1	2		6	2	4					
Metis														
Ste. Arsène de Kakouna		52	53	12	13	12	105	25	80					
Ste. Flavie		10	10	3	6	7	20	13	7					
Ste. Cécile du Bic	3	6	1	1	1	9	2	7						
		681	691	193	190	159	1372	349	1023					

General Statement of Baptisms, Marriages, and Burials, in the District of Montreal, for the year 1850.

COUNTIES.	P A R I S H E S .		B A P T I S M S .		MARRIAGES.	B U R I A L S .		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
	Males.	Females.	Males.	Females.		Males.	Females.					
MONTREAL	1052	1056	420	766	691	651						
do	9	7		1	1	14						
do	56	45	23	56	37	8						No Return.
do												do do
do	27	31	26	21	13	24						
do	21	10	10	7	6	18						
do	19	28	15	18	19	10						
do	15	12	11		2	25						
do	1					1						No Return.
do												No Return.
do	18	17	16	14	6	15						
do	8	12	14	4	2	14						
do		2	6		1	1						
do	11	22	35	7	6	20						
do	6	7	3	3	2	8						No Return.
do												do do
do	68	67	53	17	19	99						do do
do												No Return.
do	3	2	3	5	1							
do	25	16	3	12	6	23						
do	8	8			1	15						
do	6	6		3	1	8						
do		4			1	8						
do	11	22	35	7	6	20						
do	10	8	13	19	13	44						
do	43	33	2	2								No Return.
Lachine												
do												
do												
do	27	42	15	15	12	42						
do	13	19	6	12	3	17						
do	74	63	23	33	20	84						
do	52	58	19	15	18	77						
do	57	55	17	30	18	64						
do	28	32	7	24	14	22						
do	21	19	9	11	25	4						
do	31	15	10	6	5	85						
	1726	1718	816	1117	960	1871				1367		

Appendix (O.O.O.) 1851.

Appendix (O.O.O.) 1851.

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	P A R I S H E S.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.	
		Males.	Females.		Males.	Females.						
OTTEAWA	Petite Nation										No Return.	
	Ste. Anne du Grand Calumet, and others										do do	
	Mission of St. Paul d'Aylmer, and others	24	29	10	5	10	38					
	Missions St. Etienne, Chelsea	16	10	1	1	4	21					
	Visitation sur le Gatineau										No Return.	
	Mission of St. Francois de Sales of Templeton	41	36	8	19	10	48				No Return.	
	Mission of St. Alphonse des Allumettes, &c										No Return.	
	Hull, Aylmer, Church of England	5	4	7	1	1	7				No Return.	
	Township of Buckingham and Lochaber, Presbyterian.										No Return.	
	Presbyterian Church of Wakefield	3	1	6			4				No Return.	
	Episcopal Congregation of Clarendon, &c	32	36	2	3	3	62				No Return.	
	do of Grenville										do do	
	Presbyterian Church, Bristol, Clarendon, and Leitchfield										do do	
St. Grégoire de Naziance of Buckingham	12	11	3			23				do do		
Mission of St. Joseph of Wakefield										do do		
		133	137	37	29	29	203		203			
VAUDREUIL	Vaudreuil, Catholic.											
	Isle Perrot	86	79	24	21	24	120					
	Rigaud	8	18	6	18	10	81	2				
	Soulanges or Paroisse des Cadres	71	62	19	26	26	52					
	St. Ignace du Côteau du Lac, Catholic	42	48	14	18	20	111					
	St. Polycarpe	82	88	24	28	31	184					
	St. Polycarpe	138	116	36	35	35	71					
	Ste. Marthe	42	38	14	3	6	15					
	Côteau du Lac, Episcopal Congregation	8	9	1	2	2	3					
	Vaudreuil, Protestant	4	7	2	6		10					
	Church of Scotland, Côte St. George	7	3	2								
			468	468	142	157	154	647	2	645		
	LAC DES DEUX MONTAGNES	Mission du Lac des Deux Montagnes										
St. Eustache, Catholic		22	29	9	14	19	18					
St. André d'Argenteuil		77	97	37	40	45	110					
St. Benoît		87	84	24	20	15	126					
St. Hermas		62	69	23	32	23	101					
St. Scholastique		118	60	12	15	11	96					
St. Raphael		24	118	29	42	22	172					
St. Placide		24	23	7	11	6	30					
			19	9		10	27					
			512	490	150	184	147	680				

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
	Males.	Females.		Males.	Females.					
LAC DES DEUX MONTAGNES. (Continued.)										
	<i>Brought down.</i>									
	512	499	150	184	147	680				
	19	37	6	12	9	35				No Return.
	16	3	10	5	11	3				No Return.
	65	46	53	5	4	102				No Return.
	4	5	3	2	2	5				
		11	1		1	10				
	8		1	2		14				No Return.
	624	609	224	210	174	849		849		No Return.
TERREBONNE	25	20	5	6	6	33				
	216	194	64	71	44	295				
	54	45	12	20	16	63				
	62	56	23	26	27	65				
	73	67	15	32	25	83				
	101	87	19	49	29	110				
	41	41	11	13	7	62				
	71	79	17	26	23	101				
	40	53	17	12	15	66				
	15	20	5	3	8	24				
	55	44	17	31	10	58				
	2	9	1			11				
	9	6	5	1	6	8				
	5	7	1		1	11				
	4	3	2	2	2	3				
	6	2	4		1	5				
	18	20	1		1	37				
	797	753	219	294	221	1085		1085		

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	PARISHES.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.	
		Males.	Females.		Males.	Females.						
LEINSTER	St. Jacques	169	147	47	75	63	178					
	L'Assomption	90	77	36	47	47	73					
	St. Sulpice	21	21	7	19	6	17					
	Repentigny	38	41	13	14	19	46					
	Bienheureux Alphonse Rodrigue	13	32	8	10	4	31				Returned.	
	Missions de St. Liguori des Alouettes, &c.											
	St. Esprit	80	49	10	32	24	73					
	LaChenais	17	24	3	10	10	21					
	St. Henri de Mascouche	79	52	21	37	31	63					
	St. Roch	66	71	25	24	32	81					
	St. Lin	97	98	24	26	30	139					
	Ste. Julienne	22	21	3	13	14	16					
	St. Patrick of Rawdon	39	34	8	9	13	51				No Return.	
	Church of England, Rawdon										do	
	Wesleyan Methodist, Rawdon Circuit										do	
	Episcopal Congregation of Mascouche											
			2	1	2	1		2				
		733	668	207	317	293	791		791			
BERTHIER	Berthier	105	90	34	58	46	91					
	St. Antoine de la Valtrie	28	41	8	10	12	47					
	St. Paul de la Valtrie	44	50	16	27	24	43					
	Lanorate	31	36	11	23	19	25					
	St. Cuthbert	75	63	23	20	19	99					
	Ste. Elizabeth	89	85	26	30	25	119					
	St. Thomas	39	49	18	11	15	62					
	St. Barthelemi de Dusable	61	65	11	27	21	78					
	St. Gabriel du Lac Maskinonge	52	39	11	13	16	62					
	St. Ambroise de Kildare	67	66	6	22	29	82					
	Isle du Pads	22	15	8	5	9	23					
	Ste. Melanie de Dallebont	42	42	12	32	12	40					
	St. Charles du Village d'Industrie	78	85	18	26	33	104					
	St. Felix de Valois	98	81	11	31	32	116					
	St. Norbert de Berthier	26	31	4	13	16	28					
			857	888	217	348	328	1019		1019		

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	P A R I S H E S .		BAPTISMS.		MARRIAGES	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.	
	Males.	Females.	Males.	Females.	Males.	Females.							
RICHELIEU	St. Ours	65	26	44	31	67							
	St. Denis	77	18	14	20	103							
	St. Charles	67	40	15	18	54							
	Sorel, Catholic...	47	166	66	61	62	207						
	St. Victoire, desservie de Sorel	164	51	8	18	20	62						
	William Henry, Protestant...	49	5	7	5	5	6						
	Congregational Church, Sorel	11											No Return.
		415	397	139	157	156	499			499			
	ST. HYACINTHE	St. Aime de Barrow	111	107	24	49	44	125					
		St. Hyacinthe	194	139	50	90	62	181					
St. Jude		37	34	6	16	11	44						
St. Damase		76	60	30	35	34	67						
St. Césaire		154	140	35	63	47	184						
St. Hugues		90	76	17	36	22	108						
St. Pie		122	102	28	51	38	135						
St. Rosalie		38	31	14	19	8	42						
St. Simon		42	37	17	22	15	53						
St. Dominique		45	71	9	22	15	79						
St. Bernabé		37	34	9	15	4	52						
Episcopal Missionary at Abbotsford, St. Paul de Yamaska		1	3	2	5	2	15						No Return.
Abbotsford Episcopal Congregation				5			4						No Return.
Eglise Evangélique ou Congregationnelle de St. Pie													No Return.
		958	845	246	412	302	1089			1089			
ROUVILLE	St. Marie de Monnoir	101	81	28	37	37	108						
	St. Jean-Baptiste de Rouville.	58	54	15	9	19	84						
	St. Athanase	144	130	44	46	60	168						
	Présentation	33	44	9	11	18	48						
	St. Hilaire de Rouville	28	43	9	12	9	50						
	St. Brigitte	45	48	16	22	10	61						
	St. Grégoire le Grand	55	58	19	29	17	67						
	St. Mathias, Pointe Olivier	42	36	9	19	10	49						
	Caldwell and Christie Manors	9	17	6	8	8	10						No Return.
	Missisquoi Bay, Scotch Church												No Return.
	515	511	155	193	188	645			645				

Carried over

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	PARISHES.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
		Males.	Females.		Males.	Females.					
HUNTINGDON— (Continued.)	<i>Brought down</i>										
	St. Valentine	546	506	165	203	183	666				
	St. Remi	49	79	24	24	29	75				
	St. George	101	113	17	17	29	168				
	St. Jacques le Mineur	95	97	27	46	41	105				
	St. Bernard de Lacolle	46	55	18	12	22	67				
	St. Bernard de Lacolle	71	49	16	13	10	97				
	Laprairie, Church of England	3	1	3	1	2	1				No Return.
	do Scotch Church										No Return.
	Odeltown, Wesleyan Methodist	12	27	4	1	5	33				No Return.
	French Protestant Congregational Church, Grande Ligne										No Return.
	Henrysburg Circuit, Methodist	7	13	2	1		19				
	Episcopal Congregation, Lacolle and parts adjacent	11	6		9	4	4				
	Second Presbyterian Church, Huntingdon	2	5	2		11			4		
	Episcopal Congregation, Huntingdon	43	46	14	5	2	82				
	Protestant Grande Ligne de L'Acadie										No Return.
Congregational Church, Chateaugay										do do	
Episcopal Congregation, St. Remi	11	11	1	1	3	18				do do	
Wesleyan Methodist Congregation										do do	
		997	1008	301	333	341	1335	4	1331		
BEAUHARNOIS	St. Clement	107	114	19	59	40	122				
	St. Yimothée	116	93	24	42	26	141				
	Mission de St. Regis	38	30	7	20	24	24				
	St. Anicet	50	45	10	15	11	69				
	St. Isidore	34	41	23	15	14	46				
	St. Martine	130	142	38	51	27	194				
	St. Jean Christosôme and others	78	69	24	16	14	117				
	St. Malachie d'Ornstown and St. Patrice d'Hinchinbrooke	42	27	7	17	5	47				
	St. Louis de Gonzague de Beauharnois	38	38	8	16	11	49				
	Sherrington and Hemmingford Mission	24	20	1	1		43				
	Church of England, Circuit of Sherrington	47	30	5	8	5	64				No Return.
	Hinchinbrooke, Church of England										do do
	Beauharnois, Church of Scotland										do do
	Ornstown do	20	19	4	3	3	33				
	<i>Carried over</i>	724	668	169	263	180	949			949	

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES	PARISHES.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
		Males.	Females.		Males.	Females.					
BEAUHARNOIS— (Continued.)	<i>Brought over</i>										
	Protestant Episcopal Church	724	668	169	263	180	949				No Return.
	Chateauguy, Ormstown Church, Durham	9	7	3			16				
	Scottish Presbyterian, Episcopal, North and South Georgetown	26	23	7	1		48				No Return. do do
	Episcopal Congregation, Hemmingford, Sherrington, &c.										
	Presbyterian Church, Beech Ridge										
	Scottish Church, Dundee	19	19	3	6	4	28				No Return. do do
	Congregational Church, Beauharnois										
	Episcopal Congregation, Russelltown	6	10	6		6	10				No Return. do do
	Methodist Congregation, Russelltown Circuit										
	Huntingdon, Church of Scotland	8	7		1		13				No Return. do do
	Wesleyan Methodist, Durham and parts adjacent	18	23	12	1	4	36				
	Congregational Church, Russelltown	6	3				9				
	Church of Scotland, Godmanchester, Hinchinbrooke, &c.	6	7				13				
	English River and Georgetown, Chateauguy										
Scottish Presbyterian Church at St. Louis	822	767	200	272	195	1122			1122		
MISSISQUOI	Durham (Mission de) Notre Dame de Anges de Stanbridge	45	55	10	11	8	81				
	Ste. Croix de Durham and others, (Mission)	43	33	10	3	3	70				
	Episcopal Congregation, Manningville	9	6	2	1	2	12				No Return. do do
	Wesleyan Methodist Congregation, Circuit of Philipsburgh										
	St. Armand East, Church of England	4	3	4	2	2	3				
	do West, do	9	8	5	4	5	8				
	Dunham North, do										
	Dunham South, do	5	3	5			8				
	Dunham Circuit, Methodist New Connexion										
	Stanbridge Baptist Church										No Return. do do
	do Church of England (Bedford)										
	St. Armand Circuit, Wesleyan Methodist	9	7	10	8	6	2				
	Dunham do do										
	Philipsburg Congregational Church	124	115	50	29	26	184			184	

Appendix
(O.O.O.)
1851.

App
(O.O.
1851

GENERAL STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	P A R I S H E S .		BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.	
	Males.	Females.	Males.	Females.		Males.	Females.						
STANSTEAD	Stanstead Methodist New Connexion, North Circuit.....											No Return.	
	do South Circuit, Wesleyan Methodist.....											do	
	Hatley, Church of England.....											do	
	Potton Circuit, Methodist New Connexion.....											do	
	Wesleyan Methodist, Circuit of Stanstead.....											do	
	do do Congregation, Circuit of Wesleyville.....											do	
	Bolton-Circuit, Methodist New Connexion.....					3	3	3	6				do
	Methodist Protestant Church, Barnston.....					1	1	1	1				No Return.
	do New Connexion, Canada East.....												No Return.
	Baptist Church, Potton Circuit.....												do
Mission de Sacre Cœur de Jesus de Stanstead.....					4	4	4	7				do	
SHEFFORD	Shefford, Church of England.....	8	6	5	6	6	2	6					
	do Wesleyan Methodist, (Circuit).....	15	10	9	3	3	2	20				No Return.	
	do Methodist New Connexion.....	3		3	4	2	2		3			No Return.	
	Granby, Congregational Church.....											do	
	Brome, Episcopal Congregation.....											do	
	do Congregational Church (Canada).....	4	4	2	3	2	2	3				No Return.	
	Sukeley, Methodist New Connexion.....											do	
	Presbyterian Church of Canada.....	15	17	1	2	1	2	28				No Return.	
	Protestant Episcopal Congregation of the Township of Farnham.....	80	68	13	16	13	12	120					
	Missions du Township de Sukeley.....	48	46	7	10	8	8	81					
	Mission de l'Est Township de Granby and others.....	25	23	8	6	8	5	37					
	Mission du Township de Milton.....	14	10	3	5	3	1	18					
	St. Jean Baptiste de Roxton (Mission).....	4	10	5	6	5	3	5					
St. Romuald de Farnham.....	216	194	56	61	56	34	318	3		315			

Appendix
(O.O.O.)
1851

Appendix
(O.O.O.)
1851.

DISTRICT OF MONTREAL.—(Continued.)—RECAPITULATION OF THE GENERAL STATEMENT FOR THE YEAR 1850.

COUNTIES.	BAPTISMS.		MARRIAGES.		BURIALS		INCREASE.	DECREASE.	TOTAL INCREASE.	TOTAL DECREASE.	REMARKS.
	MALES.	FEMALES.			MALES.	FEMALES.					
MONTREAL	1726	1718	816		1117	960	1367				
OTTAWA	133	127	37		29	26	203				
VAUDREUIL	488	468	142		157	154	645				
LAC-DES-DEUX-MONTAGNES	624	609	224		210	174	849				
TERREBONNE	797	753	219		294	221	1085				
LEINSTER	733	668	207		317	263	791				
BERTHIER	857	898	217		348	328	1019				
RICHÉLIEU	415	397	139		157	156	499				
ST. HYACINTHE	958	845	246		412	302	1089				
ROUVILLE	527	522	158		198	189	663				
VERCHÈRES	318	343	96		125	112	424				
CHAMBLÉ	439	439	141		142	137	673				
HUNTINGDON	997	1006	301		333	341	1331				
BEAUHARNOIS	822	767	200		272	195	1122				
MISSISQUOI	124	115	50		29	26	184				
STANSTEAD			4		4	3					
SHEFFORD	216	194	56		61	34	315				
Total	10248	9811	3253		4205	3652	12209		12202		

GENERAL RECAPITULATION.

COUNTIES.	No. OF PARISHES IN EACH COUNTY.	BIRTHS.	MARRIAGES.	BURIALS.	COUNTIES.	No. OF PARISHES IN EACH COUNTY.	BIRTHS.	MARRIAGES.	BURIALS.
MONTREAL	10	3444	816	2077	Brought up	82	18154	9247	5637
OTTAWA	5	260	37	57	ROUVILLE	7	1049	158	386
VAUDREUIL	7	956	142	311	VERCHÈRES	6	661	96	237
TWO MOUNTAINS	8	1233	224	384	CHAMBLÉ	5	952	141	279
TERREBONNE	11	1550	219	515	HUNTINGDON	13	2005	301	674
LEINSTER	12	1401	207	610	BEAUHARNOIS	13	1589	200	461
BERTHIER	12	1695	217	676	MISSISQUOI	4	239	50	55
RICHÉLIEU	5	812	139	313	STANSTEAD	4		4	7
ST. HYACINTHE	12	1803	246	714	SHEFFORD	2	410	56	95
Carried up...	82	13154	2247	5557	Total	138	20059	3253	7857

PROTHONOTARY'S OFFICE,
Montreal, 9th April, 1851.

MONK, COFFIN, & PAPINEAU,
P. S. C.

Appendix
(O.O.O.)
1851.

SUPPLEMENTARY STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, for the Years 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1847, 1848, and 1849, taken from the Registers deposited in the Prothonotary's Office, since the last Return for the Year 1849.

COUNTIES.	PARISHES.	Years.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
			Males.	Females.		Males.	Females.					
MONTREAL	Wesleyan Methodist Congregation	1849...	51	56	50	30	33	44				
	Church of Scotland, Lachine.....	do ...	12	15	5	8	2	17				
	Coté Street Free Church	do ...	14	9	1	3	1	19				
			77	80	56	41	36	80		80		
OTTAWA	Presbyterian Church of Bristol, Clarendon, and Litchfield	1849...	2	1	5			3		3		
LAC DES DEUX MONTAGNES...	St. André, Notre Dame de la Compassion	1849...	37	24	6	18	16	27				
	Wesleyan Methodist Congregation, Point Fortune	do ...			2							
			37	24	8	18	16	27		27		
TEINSTER	United Church of England and Scotland, Rawdon	1849...	22	32	9	6	6	42		42		
BERTHIER												
ST. HYACINTHE	Congregational Church, Abbotsford	1837...										
	do	1838...	4	1	1			5		5		
	do	1838...	3	4	5			7		7		
	do	1839...	5	5	5			10		10		
	do	1840...	7	6	6			13		13		
	do	1841...	4	7	7			11		11		
	do	1842...	4	5	5			11		11		
	do	1843...	6	13	10			19		19		
	do	1844...	3	6	4			9		9		
	do	1847...	4	3	2			7		7		
	do	1848...	1	3	3			1		1		
do	1849...	5	6	1			11		11			
			48	56	40			104		104		

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

SUPPLEMENTARY STATEMENT OF BAPTISMS, MARRIAGES, AND BURIALS, IN THE DISTRICT OF MONTREAL, &c.—(Continued.)

COUNTIES.	PARISHES.	Years	BAPTISMS.		MARRIAGES.	BURIALS.		Increase.	Decrease.	Total Increase.	Total Decrease.	REMARKS.
			Males.	Females.		Males.	Females.					
VERCHERES												
CHAMBLY												
HUNTINGDON	Presbyterian Church of Scotland	1849	5	8	4	2	2	9		9		
BEAUHARNOIS	St. Jean Chrysostôme	1849	62	76	9	18	18	107				
	Episcopal Congregation, Hemmingford, Sherrington, &c.	do	28	28	7	1	1	50				
	Church of Scotland, Beaubarnois	do	14			7	2	5				
				104	99	16	21	20	162			
MISSISQUOI	Church of England and Ireland, Frelighsburg	1849	24	21	7	14	8	23				
	Episcopal Congregation of Dunham, Church of England	1848	4	2			1	5				
	do do Stanbridge	1847	11	11	2	6	3	18				
	do do do	1848	9	6	3	2	4	9				
	do do do	1849	20	15	3	6	2	27				
				68	55	15	28	18	77		77	
STANSTEAD	Wesleyan Methodist Congregation, Wesleyville	1848	8	11	1		1	18		18		
SHEFFORD	Protestant Episcopal Congregation in the Township of Shefford	1849	15	18	4	3	2	23		23		

MONK, COFFIN, & PAPINEAU,
P., S.C.

PROTHONOTARY'S OFFICE,
Montreal, 9th April, 1851.

Appendix
(O.O.O.)
1851.

General Statement and Return of the Baptisms, Marriages, and Burials, in the District of Three Rivers, for the Year 1850.

COUNTIES.	PARISHES, SEIGNIORIES, TOWNSHIPS, OR CITIES.		BAPTISMS.		MARRIAGES.	BURIALS.		Increase of Population, ascertained by the difference between the Baptisms and Burials.	Total Increase per County.	REMARKS.
	Males.	Females.	Males.	Females.						
ST. MAURICE	Three Rivers, Catholic.....	110	49	57	47	165	* The Burials exceed the Births by one.	780		
	do do Protestant.....	3	3	5	5					
	do do Methodist.....	6				6				
	do do Presbyterian.....	4	3		1	6				
	Pointe du Lac.....	36	22	6	9	34				
	St. Anne d'Yamachiche.....	104	91	37	48	126				
	St. Barnabe.....	36	30	12	15	42				
	St. Léon le Grand.....	77	71	30	30	98				
	St. Antoine de la Rivière de Loup, Catholic.....	73	70	24	23	107				
	do do Protestant.....	5	5	2	2	7				
St. Ursule.....	56	36	14	9	66					
St. Faulin.....	5	10	1	1	11					
St. Joseph de Maskinongé.....	77	89	27	31	118					
CHAMPLAIN	Cap la Magdeleine.....	13	3	6	3	22				
	St. Maurice.....	44	34	7	8	63				
	Champlain.....	39	32	6	6	59				
	St. François-Xavier de Batiscan.....	28	16	5	8	24				
	St. Geneviève do.....	52	31	12	11	54				
	St. Stanislas do.....	62	68	12	16	89				
	St. Prosper.....	19	20	9	2	33				
	St. Anne Laprade.....	57	53	12	25	57				
	St. Pierre les Bécquets.....	64	74	22	20	107				
	St. Edouard de Gentilly.....	63	53	29	8	92				
NICOLET	St. Louis de Blandford.....	12	3	3	1	16				
	St. Gertrude.....	27	25	1	7	42				
	Bécancour.....	58	55	15	17	76				
	St. Grégoire le Grand.....	88	82	27	21	114				
	Nicolet, Catholic.....	65	75	17	28	89				
	Carried over.....	1827	1183	392	431	536				
						1181				

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

Appendix
(O.O.O.)
1851.

General Statement and Return of Baptisms, Marriages, and Burials, in the District of St. Francis, for the Year 1850.

YEAR.	COUNTIES.	TOWNSHIPS.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase of Population ascertained by the difference between Baptisms and Burials.	Total per Counties, Increase of Population.	REMARKS.	
			Males.	Females.		Males.	Females.				
1850.	STANSTEAD	Stanstead	2	1	31	10	13			Registered deaths exceed Baptisms.	
		Barnston	1	3	15	11	19			do do do	
		Batley	2	7	9		4	5			do do do
	SHERBROOKE	Ascot	103	99	49	26	17	159			
		Compton	11	19	11	7	17	6			
		Eaton	4	5	16	10	7				
		Bury	15	9	6	2	2	20			Registered deaths exceed Baptisms.
		Shipton	4	8	8	13	7				do do do
		Melbourne	36	38	18	10	10	54			
		Durham and Kingsey	91	80	33	27	23	121			
Dudswell	1	5	1	2	2	2		362			
	Total	270	274	197	118	121	367	367			

W. BELL,
P. S. C.

Appendix
(O.O.O.)
1851.

General Statement and Return of Baptisms, Marriages, and Burials, in the District of Gaspé, for the Year 1850.

YEAR.	COUNTIES.	PARISHES, SEIGNORIES, TOWNSHIPS. OR CITIES.	BAPTISMS.		MARRIAGES.	BURIALS.		Increase of Population ascertained by the difference between Baptisms and Burials.	Total per Counties, Increase of Population.	REMARKS.
			Males.	Females.		Males.	Females.			
1850	BONAVENTURE	Restigouche, Church of Scotland	22	23	13	5	8	32	None received.	
		do Roman Catholic	51	40	12	11	5	75		
		New Richmond, do	22	20	8	3	1	98		
		Hamilton, do	24	12	4	3	5	28		
		Cox, &c., do	37	35	10	8	4	60		
		do Church of England	37	26	9	9	5	49		
		do Church of Scotland	2	2	2			4		
		New Richmond, do	13	27	4			40		
					75	81	22	10		127
				Percé, &c., Roman Catholic	23	16	3			35
				do Church of England						
				Malbaie, do	9	17	10	1		23
		Gaspé Basin, do	46	36	12	9	66			
		Douglas Town, Roman Catholic								
			361	335	109	59	577	326		
	GASPE									None received.

WILKIE & TREMBLAY,
P., S.C.

NEW CARLISLE,
2nd June, 1851.

ROLLO CAMPBELL, PRINTER—GARDEN STREET—QUEBEC.

Appendix
(O.O.O.)
1851.

