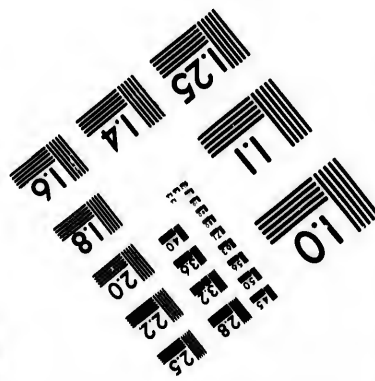
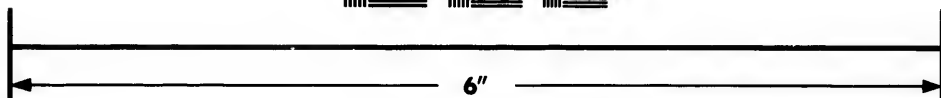
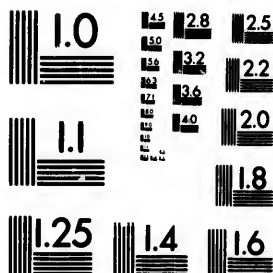
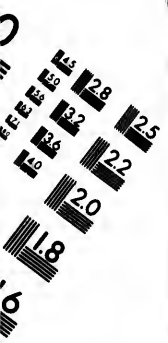


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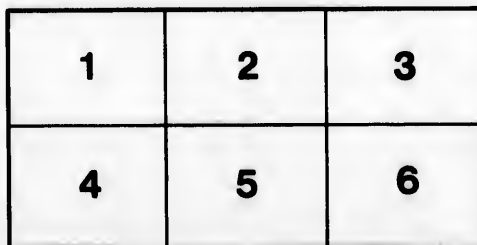
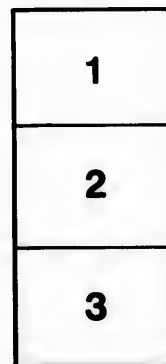
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9th December, 1859.

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FACTS

From C - 161

RELATING TO THE

SALE OF THE ST. MAURICE BRIDGES,

BY THE

GOVERNMENT OF THIS PROVINCE,

TO

THEOPHILE HECTOR PACAUD, Esq.

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**MONTREAL :**

PRINTED BY JAMES POTTS, HERALD OFFICE.

—  
1853.

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# FACTS

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## FACTS

*Which relate to the Sale of the St. Maurice Bridges, by the Government of this Province, to Theophile Hector Pacaud, Esquire.*

THEOPHILE HECTOR PACAUD, Esq., has resided for some few years in the Parish of St. Maurice, situated in the County of Champlain. He was elected, by acclamation, one of the Municipal Councillors of the County of Champlain, in the month of July, 1851. And in the ensuing month of September, was chosen Mayor of the County of Champlain.

There are, in the County of Champlain, three Bridges built at the expense of the Province:—1st—one on the River Ste. Anne: 2nd—one on the River Batiscan: and 3rd one on the River St. Maurice. When we say that the St. Maurice Bridge is situated in the County of Champlain, we only intend to say, that it was the first impression of Mr Pacaud, when he was acting as Mayor: because the Bridge is situated as follows:—one of its ends is situated in the Parish of Cap de la Magdeleine in the County of Champlain, and the other end is in the Town of Three Rivers, which is in the County of St. Maurice. The public at large, was under the impression that the St. Maurice Bridge was situated in the County of Champlain, but the law officers of the Crown have decided that it was situated in the County of St. Maurice, without doubt, because the house of the keeper of the Bridge is situated within the County of St. Maurice.

The Government was willing to give up these Bridges, by sale, because, far from being a source of profits to the Province, they were, on the contrary, a cause of perpetual loss; besides the lessors were paying the rents, very irregularly and the costs of ordinary repairs very far exceeded the revenues; this is the general results with properties held by Government: in its hands a public property which is always a burthen, in the hands of a private individual, becomes profitable and lucrative.

The Legislature understood this, and it was for these reasons that it enacted a law, in virtue of which, the Board of Public Works was authorized to sell all Bridges and Public Roads either to Private Individuals or to Corporations, able to keep them in good order and repair, in order to assure the use thereof, in a permanent way to the public at large,

The St. Maurice Bridge gives a revenue from £300 to £400 yearly; this income is sufficient, in hands of intelligent and solvent individuals, to assure not only its maintenance in good order, but also its rebuilding in case of destruction either by fire or by other

accidents. The Bridge over the river Batiscan, yields a sufficient revenue to pay the Keeper and even the daily repairs, we must say the same thing of the Bridge over the River Ste. Anne.

As the Government was willing to give up the Bridges, the following letter was addressed to Mr. Pacaud by the Board of Public Works:—

PUBLIC WORKS,  
Quebec, 18th March, 1852.

SIR,—I am directed to inform you that the Commissioners of this department have had offers from several parties for the Public Bridges in the County of Champlain, but that previous to disposing of them to “private individuals,” they think it proper to offer them to the Municipality, and I have to request therefore, that you will inform me whether the Municipal Council are inclined to take the Bridges, and if so, on what terms.

I have the honor to be, Sir, &c. &c.

(Signed)

THOMAS A. BEGLY,  
Secretary.

H. Pacaud, Esq.,  
Mayor, Batiscan.

The Mayor answered the Board of Public Works, on 22nd of the month, that he was under the impression, that the Municipal Council would accept the Bridges from the Government, and that he was to call a special meeting, in order to consult upon the subject. We must remark here, “that private individuals” were already willing to buy these Bridges, but that the Government was not willing to sell them in that way before giving notice to the Municipality of Champlain.

PUBLIC WORKS,  
Quebec, 26th March, 1852.

SIR,—I am directed to acknowledge the receipt of your letter of the 22nd instant, stating that the Municipal Council of your County will probably be disposed to negotiate for the Bridges, and I have to inform you that the Commissioners will be glad to hear from you on the subject, as soon as possible.

I have the honor, &c.,

(Signed,)

THOMAS A. BEGLY,  
Secretary.

T. H. Pacaud, Mayor.

But before receiving this last letter, Mr. Pacaud addressed a letter on the 26th March, 1852, to the Board of Public Works, stating that he had heard a public rumor, that the Government had already rented the St. Maurice Bridges to Mr. Edward Normand, of the Cap de la Magdeleine; and that he was desirous of know-

ing if these rumors were true. If not true, he was also desirous of knowing if, in the offer of the Bridges made by the Government to the Municipality, the St. Maurice Bridges was included; because, in either cases, it would greatly influence the decision of the Municipality.

PUBLIC WORKS,  
Quebec, 8th April, 1852.

SIR,—I am directed to acknowledge the receipt of your letter of the 26th ultimo, and in reply to your inquiries to state that an "arrangement was partially made with Mr. Normand for giving up to him the bridges in the County of Champlain," but the Commissioners are of opinion, that these Bridges, including that of St. Maurice, should be made over to the Municipality.

I have the honor to be, Sir, &c.

THOMAS A. BEGLY,  
Secretary.

T. H. Pacaud, Esq.  
Mayor, St. Maurice.

In consequence of this letter Mr. Pacaud in his capacity of Mayor called the Municipal Council, to meet in a special session, as it appears by the following proceedings of the meeting:—

PROVINCE OF CANADA, } At a meeting of the Municipal Council for the County of Champlain, held in the house of Mr. George Thiffault, at the accustomed place for the meeting of said Council, in the Parish of Ste. Genevieve de Batiscan, Tuesday, the 20th April, 1852, at mid-day, and convoked by T. H. Pacaud, Esquire, Mayor of said Municipality, on requisition of three of said Councillors of said Municipality to him addressed, bearing date the 27th March, 1852, by notice given under the seal of the Secretary Treasurer of said Municipality, to each of said Councillors of said Municipality, according to the Municipal Act, for and to take in consideration the offer made by the Government of Her Majesty, to this Municipality, respecting the Bridges over the Rivers St. Maurice, Batiscan and Ste. Anne, and to which meeting were present:—T. H. Pacaud, Esquire, Mayor, and Pierre Brulé, Pierre Fugère, Marcel Gouin, Eustache Delisle, Louis Rivard, Joseph Corteau, Joseph Trudel, Augustin Massicotte, Joseph Bourbeau, Amable Lacourcière, Eusebe Lanouette, Edouard Noobert, (all Councillors of said Municipality.) Absent: Councillors J. Lottinville, P. Brière, and N. Bordeleau. It was proposed by Councillor A. Massicotte and seconded by Councillor Eustache Delisle: That it is advantageous to accept the offer made to the Municipality of this County, by the Government of Her Majesty, of the Bridges over the Rivers St. Maurice, Batiscan and Ste. Anne, and that this Council do accept of the offer of said Bridges on the following conditions, that is: to keep the said

Bridges in good order so as to maintain them for the benefit of the public, provided the tolls shall be collected for the benefit of said Municipality, (fire, accidents, or of fair wear and tear excepted.) The said Municipality will not be obliged, or liable for, the above accidents, and provided the said Bridges shall be delivered in good order. And that the Mayor is hereby authorized for, and in the name of said Council, to negotiate with the Government for said Bridges. Proposed an amendment by Mr. Gouin, and seconded by Mr. P. Fugère, that the Government be thanked for this offer. For the main motion: Ayes—Massicotte, Delisle, Brulé, Noobert, Lanouette, Lacourcière, Bourbeau, Trudel, Courteau, Rivard. Against—Nays: Gouin and Fugère. The said main motion having been carried by an absolute majority of eight, it was proposed by Councillor Noobert, and seconded by Councillor Lanouette, and unanimously resolved, that the above main resolution be transmitted to the Board of Public Works by the Mayor of County. After which the meeting was adjourned.

ROBT. TRUDEL,  
Sec. Treas.

The Mayor addressed a copy of this resolution to the Board of Works with the following letter:—

[TRANSLATION.]

ST. MAURICE,  
County of Champlain,  
22nd April, 1852.

SIR,—I have the honour to transmit you a true copy of a Resolution of the Council, containing its determination respecting the Bridges.

It is needful for me to state that as the Municipality does not expect to make any profit by these bridges, it does not wish to bear any losses by accepting them; and it is for that reason, that the resolution states that the bridges must be handed over in good order, in case they be in a state wanting great repairs. The Municipality accepts these Bridges in order to have them kept in better order, which can be done best by persons on the spot who may take proper care, the Bridges being in the limits of its jurisdiction.

I understand that the present lessors are indebted to the Government: in that case the Municipal Councillors, if the Government is not adverse to it, would be happy to have a transfer of the debt made over to the Municipality to be applied to its share of the repairs of the said Bridges in Spring.

I have the honor to be, Sir,  
Your most humble Servant,  
(Signed,) T. H. PACAUD,  
Mayor.

T. A. Begly, Esq.,  
Secretary, &c. &c.

On the 4th May, 1852, the Mayor, Mr. Pacaud, was at Quebec, in order to receive and sign the necessary deeds to acquire the bridges above mentioned, he there met Mr. Young, the Chief Commissioner of the Board of Public Works, who desired Mr. Pacaud, to be ready to pass the deeds. In consequence "the Deed of Sale, to the Mayor of the Municipality of Champlain was made for the St. Maurice Bridges, before Mtre. Sirois, Notary Public; which deed was signed and paid for by Mr. Pacaud, as Mayor". The next day Mr. Young informed Mr. Pacaud that the sale could not be so made to the Municipality of Champlain; the St. Maurice Bridges, being situated in the County of St. Maurice, and not in the County of Champlain. By the Municipality Act of Lower Canada, the Municipalities have not the same rights, as those of Upper Canada, to acquire Public properties without their limits. It was therefore forced upon Mr. Pacaud to renounce the purchase of these bridges. It was then that Mr. Young stated to Mr. Pacaud :—"If you are willing to buy the bridges yourself, I will sell them to you." Mr. Pacaud hesitated a long time; because he was at Quebec in his capacity of Mayor. He had been deputed by the Municipal Council, to buy these bridges; to buy them in his private name would appear to be a "breach of trust or an act of treason."

It was true that the Municipality was unable to buy, but the public would not have been able to appreciate that circumstance, and the jealous would not have lost that opportunity to poison the public mind respecting the transaction, what was then to be done? A new idea struck Mr. Pacaud. He said to Mr. Young, "I will buy, in my own private name, the St. Maurice Bridges, let us pass the Deed of Sale: and the Deed of Sale was made and passed on the 6th May, 1852, the following is a copy of it:—

"On the sixth day of May, in the year of our Lord one thousand eight hundred and fifty-two, before the undersigned Notaries Public, duly admitted and sworn in and for that part of the Province of Canada heretofore constituting the Province of Lower Canada, residing at the City of Quebec, in the said Province, personally came and appeared Theophile Hector Pacaud, Esquire, residing in the Parish of St. Maurice, in the County of Champlain, in the said Province, of the one part;

And Her Majesty Queen Victoria, represented by the Honorable John Young and Hamilton Hartley Killaly, of the City of Quebec, Commissioners of Public Works of the Province of Canada, on the other part; which said parties, in the presence of us, the said Notaries, did, and by these presents do covenant, declare, and agree as follows, that is to say, Her said Majesty, represented as aforesaid for and in consideration of the stipulations, conditions, and agreements hereinafter mentioned, and also for and in consideration of the sum of *five shillings* lawful current money of this Province in hand, well and truly paid at and before the execution

of these presents, in the presence of us, the said Notaries, declares to have *granted, delivered, assigned, transferred and let over*, and by these presents, *doth grant, deliver, assign, transfer, and let over* unto the said Theophile Hector Pacaud, accepting thereof, the bridges across the several branches of the River St. Maurice, near its junction with the St. Lawrence, known as the Three Rivers Bridges, with all the dependencies belonging to the said Bridges.

The present *assignment and transfer* of bridges is thus made at the charges by the said *Theophile Hector Pacaud, his heirs and assigns*, to execute and perform all such works of ordinary repairs as are or may be wanted and necessary, from time to time, to the said bridges, *in order and in such manner that the said Commissioners and their successors, acting as aforesaid, should not in any way, and for any reason or pretext whatsoever, BE BOUND TO MAKE OR PERFORM ANY SUCH REPAIRS*, the said Theophile Hector Pacaud *discharging and exonerating the said Commissioners of Public Works and their successors acting*, as aforesaid, of all and *every such repairs*; but it is, however, understood and agreed that, in the event of the destruction of the said bridges by fire, or by any other accidents, the said Theophile Hector Pacaud, his heirs and assigns shall not be bound to build or reconstruct the said bridges.

And in consideration of the charges, clauses, stipulations and conditions above mentioned, the said Commissioners of Public Works, acting as aforesaid, do, by *these presents, assign, transfer, and set over to the said Theophile Hector Pacaud, accepting thereof all rights of exacting and levying tolls on person or persons, or passengers of any description, passing and transferred*; provided always that such tolls do not exceed the rate of those authorized by the Government in Council, published in the *Gazette* and newspapers bearing date the ninth day of April, one thousand eight hundred and forty-one; but it is expressly agreed and understood that the said Theophile Hector Pacaud shall have no right to grant and levy any such tolls on person or persons, or bodies named or exempted by the above said notice and by-law.

And the said Commissioners of Public Works acting as aforesaid, do authorize and empower the said Theophile Hector Pacaud to settle and adjust all account or accounts with the late lessee of the said bridges, for such works of repairs as he can prove to the satisfaction of the said Theophile Hector Pacaud to have made; and also, to collect and receive from the said lessee all sums of money by him due, as rent, or balance of rent upon the lease to him, granted by the said Commissioners of Public Works, which said rent, or balance of rent, the said Commissioners of Public Works, doth by these presents, transfer and assign to the said Theophile Hector Pacaud, to be enjoyed by him for the express purpose of being expended on repairs of the said bridges, *the said Commissioners acting, as aforesaid, for the consideration and to the effect of these presents, granting and assigning to the*

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*said Theophile Hector Pacaud all rights of property, action, rights of action, that they, the said Commissioners of Public Works, acting as aforesaid, may or might have upon the said bridges, tolls and sums of money and other things assigned, or intended to be assigned by these presents.*

This done and passed at the aforesaid city of Quebec, at the office of the said Commissioners of Public Works, on the day and year above written, under the number four thousand two hundred and twenty-eight, the said parties having to these presents, first duly read according to law, subscribed their names and signatures together with us, the said Notaries, in faith and testimony of the premises.—(Signed) T. H. Pacaud; Hamilton H. Killaly, Asst. Com. P. Works; John Young, C. C. P. W.; Thos. A. Begly, Secy. P. W.; A. B. Sirois, N. P.; R. G. Belleau, N. P.—A true copy of the original remaining of record in my office. (Signed) A. B. Sirois, Notary.”

As soon as the Deed of Sale was complete, and signed by all the parties—when the Bridges were irrevocably Mr. Pacaud’s property—that when his title was as sacred, as authentic and inviolable as an authentic title can be—when his title was as complete and binding as a letter patent from the Commissioner of Crown Lands,—Mr. Pacaud, without being urged to do it, but by an act of his own will, handed over to the Government the following document:—

Quebec, 6th May, 1852.

“The undersigned, purchaser of the bridges, built over the river St. Maurice, obliges and promises to consent to a resiliation of the Deed of Sale, which was made of them to him by the Government, in case the Municipality of the County of Champlain, should be able, and should consent in the interest of the inhabitants of the said Municipality, to purchase the said bridges in its own name.

(Signed,)

T. H. PACAUD.

Why was this writing given Mr. Pacaud? because he was buying the Bridges to deliver them up to the Municipality as soon as a law should be enacted to authorise him to do so: he was unwilling to be suspected to having kept the bridges, as his own, during one hour: he gave this writing to confound those who would not fail to accuse him of having made use of circumstances to keep the Bridges; he gave it also, to assure the rights of the Municipality in case of his death. Who could have acted more fairly? Nevertheless he was very nearly being murdered for having acted with such integrity, loyalty, and desinterestedness. In the meantime a great opposition was raised against Mr. Pacaud. The jealous were unwilling that the Government should deliver up



the Bridges, because they would be a lucrative property in Mr. Pacaud's hands, although the Municipal Council of the town of Three Rivers, presided over by A. Polette, Esquire, Mayor, elected for the 7th time and having John McDougall, M. P. P. for one of the Councillors, had refused to buy them for *a dollar*. By them these bridges were considered too onerous, and more likely to be a burden than a source of profit; but in the hands of Mr. Pacaud it was considered too advantageous. It is true that Mr. Normand had rented them since two years, at the rate of £226 yearly, and that he had paid not a farthing on account, as it appears by the following document:—

Edward Normand, Esquire, lessee of the St. Maurice Bridge, in account with the Provincial Government, 1852, May 31, to rent of Bridge from 1st June, 1850, to this date, 2 years at £226 per annum, £452.

(Signed,) E. E. JOHN CAREY.  
Inspector General's Office, }  
Quebec, 17th May, 1852. }

And this sum had been transferred to Mr. Pacaud to receive what he might be able to collect, and expend the same in ameliorations on the Bridges (see Deed of Sale). From this may be formed an idea of the cries from Mr. Normand's friends. Letters and menaces were addressed by every mail, to the ministers; even members of the Legislature menaced them with loss of their votes in the Legislative Assembly. The opposition indeed was such in the good and quiet town of Three Rivers, that Mr. Pacaud thought it necessary to address the following letter:—

Three Rivers 28th May, 1852.

SIR,—I have to inform the Board of Public Works that Edward Normand has taken away the toll gates and has placed them on his property, and, moreover, has filled the offices with two families, and all this has been done by him with the intention of preventing me from taking possession of the Bridges. As I have been told, it seems that Normand and many others intend to make a strong resistance when I attempt to enter into possession of the said Bridges. Wherefore, I pray the Commissioners to put me in possession of the Bridges on Tuesday morning, 2nd June, in order to prevent any further difficulties.

I have the honor, &c.,  
(Signed,) T. H. PACAUD.  
Thomas A. Begly, Esq.,  
Secretary Board of Works.

On the 31st May, 1852, Mr. Pacaud went down to Quebec, in order to take measures to force Mr. Normand, to deliver up the

Bridges: Mr. Young was not then at Quebec; he was absent in the Upper Province; Mr. Drummond, the Attorney General, was alone at Quebec, and he was very reluctant to meddle in an affair which did not belong to his department, and especially as some individuals were much agitated and adverse to the sale. Mr. Drummond being thus uncertain as to what was to be done, Mr. Pacaud received by telegraph the following note:—

THREE RIVERS, 31st May, 1852.

T. H. Pacaud, Esq.,  
Russell's Hotel, Quebec.

Normand ready to deliver Bridges by order from Government.

(Signed),

L. G. DUVAL.

Mr. Pacaud handed over this note to Mr. Drummond who seemed pleased that the matter was adjusted amicably, and in consequence, he wrote the following note:

QUEBEC, 31st May, 1852.

MY DEAR SIR,—As it appears Normand is prepared to give up the Bridges upon receiving an order from the Government, I think a letter should be addressed to him from the Inspector General's Department, informing him to put Mr. Pacaud, the present lessee, in possession of them.

Your's truly,

(Signed),

LEWIS T. DRUMMOND.

T. A. Begly, Sec., B. P. W.

It is true, that in this note, Mr. Drummond states that Mr. Pacaud, was the present lessee of the Bridges, but he was well aware that he was the proprietor from having bought them. The deed of sale had been shewn to him before being signed by Mr. Young and Mr. Pacaud. Some time after that, Mr. Pacaud received a copy of the following letter to be transmitted to Mr. Garceau of Three Rivers, Inspector of Public Revenue.

[TRANSLATION.]

INSPECTOR GENERAL'S OFFICE,  
Customs Department,  
Quebec, 31st May, 1852.

SIR,—I am requested to inform you that the Government having decided that it would make a different disposition of the St. Maurice Bridges as of the other, I have to authorise and command you to deliver up to Mr. T. H. Pacaud, the possession of the St.

Maurice Bridges, this Gentleman being placed in possession of said Bridges, and authorized to receive the tolls therefrom.

I have the honor, &c.,

(Signed,)

R. S. M. BOUCHETTE.

Mr. Edward Normand,  
Cap de la Madeleine.

On the 1st June Mr. Garceau and Mr. Pacaud went to the Bridge where they found Mr. Normand; Mr. Garceau handed him the letter in order that he might deliver up the Bridge to Mr. Pacaud. Mr. Normand after communication taken of the letter, without hesitation, delivered up the Bridges to Mr. Pacaud, who immediately took possession of the same.

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## THE CONSPIRACY.

When Mr. Normand's friends and Mr. Pacaud's enemies heard the St. Maurice Bridges had been sold and delivered to Mr. Pacaud, and that the latter was willing to deliver them up to the Municipality of Champlain; their wrath was at the highest pitch. They visited the County of Champlain and persuaded the habitants that the acquisition of the Bridges, was an imposition upon them of a tax of 15s. a head. They succeeded in deceiving a great number by their false reports, and aroused their feelings even to committing a great crime. As the Municipal Council was to meet on the 14th June, 1852, and Mr. Pacaud was to preside over it as Mayor, and as he intended to avail himself of the circumstance to deliver up to that body the Bridges, by obtaining a law to authorize the Municipality to accept them, it was important to prevent Mr. Pacaud from assisting at the meeting of the Council, and from carrying out his design;—and this by all kinds of means, as every means that could be resorted to for this purpose, were judged worthy. From 400 to 500 individuals repaired to the meeting; under the influence of the bitterest passions, and by their violent attitude and menaces, they succeeded in forcing the Council to disavow and disapprove of the Mayor's proceedings. It is a fact that the Mayor was on the point of being carried to the river and drowned. But will men who respect nothing, and who are blinded with the worst passions, be afraid to commit crime? We reproduce extracts of the deposition and declaration, under oath, taken before the Justices of the Peace of Three Rivers, for they are too long to reproduce in their full length. Here is an extract of Mr. Pacaud's declaration of 18th June, 1852; in which he declares as follows:—

Theophile Hector Pacaud, Esq., deposeth and saith : I am a Justice of the Peace for the District of Three Rivers and Mayor of the County of Champlain. On the 10th of June, being at the Keeper of the St. Maurice Bridge, I was informed, that if I assisted at the meeting of the 14th I would be torn in pieces, for not having convoked the Municipal Council, in virtue of certain requisitions and other causes. On repairing to the Council with one of the Councillors, Mr. Brulé, I was informed on the way, that there were a great number of persons, going or already assembled, at Ste. Genevieve, the place of meeting of the Council : that these persons so assembled were to impose upon me an examination or a trial, and even to inflict on me personal violence. I found at Ste. Genevieve, a great number of persons, amongst whom were the accused, I also found the house filled with many individuals. It was then stated by one of the Councillors present, that if he had known, what he then knew, he would have advised me, by message or in writing, not to come to the meeting. I took my seat for the sitting, and began to render an account to the Council of the transactions made by me in their behalf, with the Executive Government of this Province. These transactions were relating to the Bridges of Batiscan, Ste. Anne, and St. Maurice, as I had been specially authorized by the Council to do it. When I was in the act of giving an account of the transactions, I was interrupted by Mr. Lottinville, one of the Councillors. And as I was inducing him to keep his temper (for he seemed to address himself to the individuals without the Council, and these persons were looking already much excited,) Mr. Dubord, one of the accused, with a great number of other persons, began to speak. Mr. Lottinville had told me that at the meeting of 20th April previously, I had not done my duty, in not taking a Deed of Sale for the three Bridges, in favour of the Municipality. After this first interruption, quiet was restored, and I took my seat, and gave certain explanations respecting the transactions of the Bridges. I stated "that I had given a letter to the Government, by which I had obliged myself to deliver up the St. Maurice bridges, and that I was ready to deliver them up to the Municipality of the County of Champlain," when I was interrupted by Mr. Dubord, who in looking at me and at the mob standing by, stated that a mayor must be a damned fool not to know the limits of his County ; that the transaction was all in my favor and that I had taken the best bridge for myself ; that there were two poor chickens and a fat one, that I had taken the fat one, which was yielding two hundred pounds yearly, when the two others were yielding only five pounds. All the people were speaking and each one making his cry, I told them to keep quiet or I would dissolve the meeting. I remarked, that no body would dare to do the same thing before the Legislative Assembly. Mr. Dubord replied that people had already burned the Parliament—the members and the Governor with it. Every one burst out laughing, and Mr. Dubord was crying with them and

was abusing me, principally when I told them I would rise the meeting. All this appeared to be done by Mr. Dubord, with an intent to raise violence. When I declared that I would raise the meeting, I had done it because the excitement was such that I was afraid for my personal security. I after that left my seat in order to leave the meeting, but Mr. Dubord told me that I was afraid; that I had acted ill, and that I would do better to withdraw and to run away. He then addressed himself to the mob, saying, "we must go after him." The mob answered "yes! we are going after him." I then saw Messrs. M. Marchildon, Trepannier, Fugere and Lottinville; the three Councillors, M. M. Lottinville, Marcel Gouin, and Fugere, were openly approving what was doing, and were exciting Mr. Dubord to speak. The other accused persons were amongst the people and seeming to approve by signs of approbation all what was passing. While I was about to adjourn the meeting, I requested the Clerk of the Council to register my protest, alleging that I was unable to preside over the meeting under the menaces of the mob. Mr. Dubord replied that it was unnecessary to register a protest on behalf of the Mayor, who was at liberty to withdraw; that he was able to proceed without him (the Mayor). Mr. Dubord in the meantime, addressing the people, stated to them that I was a liar and an imposter; that I had deceived the County, that I had concealed papers which were to remain on record in the Municipality; that he (Dubord) was not like the Mayor; that he had in his possession the written advice of four Lawyers, whom he named, these being Mr. Polette, Mr. Dumoulin, Mr. Burn and Mr. Turcotte. When I asked to have my protest entered by the Clerk, the Councillors gave me no answer. My impression is that they were influenced by fear. I further add that all the persons who are now under arrest, have combined together either to oblige me to leave my seat or in order to have the resolutions passed by intimidating.

Deposition of Pierre Vezina, Esquire, Queen's Counsel, and Justice of the Peace: he saith and deposeth on the 18th June, 1852:—

On the 14th June instant, I was present at the Quarterly meeting of the Municipal Council of the County of Champlain. I have seen no quarrels but there were great difficulties in the discussion which was raised between Mr. Pacaud the Mayor and Louis Eléonore Dubord. Mr. Pacaud having commenced to explain his transactions with the Government respecting the Bridges and having read a Deed of Sale respecting the St. Maurice Bridge "he declared that he had the title in his own and private name, because he could not have it in the name of the Municipality as the Bridge was situated without its limits; but that he was ready to deliver it to the Municipality as soon as the House should have enacted a law, which would enable them to buy it." Thereupon one of the Councillors observed that being authorized to buy three

Bridges, he had only bought two, and for that he would not approve of the proceedings. This Councillor is Mr. Lottinville ; he complained also either for himself or for other Councillors of not having received notices of the previous meeting. It was then that Mr. Dubord had an altercation with Mr. Pacaud the Mayor, who stated that he represented the wishes of the habitants of the County ; this was stated with great animation and even with a little violence. The Mayor commanded him to keep silence, which he did. But immediately the mob began to cry, *No Taxes, no Taxes*. The altercation began again between the Mayor and Mr. Dubord, and a great many words were exchanged between them. It was then that Mr. Dubord stated that he had the written opinion of four Lawyers, including Mr. Turcotte ; that he had resolutions to propose, and in the mean time, he drew from his pocket a paper. Then the Mayor declared that he was about to adjourn the meeting, as he was so much troubled in the proceedings ; thereon, one of the Councillors, I think Mr. Lottinville, said to him that he ought to finish the meeting as he had begun it. Then the clerk entered in the register some of the reasons for which the Mayor was leaving. And he (the Mayor) said, "I leave the meeting." Mr. Dubord told him, "you are afraid, and you do well to withdraw, because we intended to send you back in another manner." And the Council proceeded to appoint a chairman *pro tempore*. Mr. Dubord then insisted to the effect "that all the reasons in support of the protest should be expunged ; to which the Council accorded. I cannot say if it was done.

Deposition on the 16th June, 1852, of Charles Boucher de Niverville, Esquire, Advocate, of the Town of Three Rivers, who saith and deposesh : On the 15th instant in the Town of Three Rivers, he met, at about three o'clock P. M., Louis Eléonore Dubord, farmer, from Champlain, with whom he then had the following conversation respecting the quarterly meeting of the Municipal Council of the County of Champlain, held in the Parish of Ste Genevieve of Batiscan, on the 14th instant. In the course of the conversation, the said Dubord told him amongst other things :— "That without the aid or protection of Louis Edouard Dubord, his son, to the best of his knowledge, Theophile Hector Pacaud, Esq., Mayor of said County, would have been driven into the river, by a mob, composed of from 400 to 500 of those present at the meeting." That his, Dubord's, influence was great in the County of Champlain, that he could lead them ; and that the 400 to 500 individuals would listen blindly to him ; that he made them obey as the children of his own family, and that he had only to speak to make them act ; he said also that he was the bearer of resolutions unfavorable to Theophile Hector Pacaud, and which would injure him in the minds of the members of the Government and also make him pass for a robber of papers and an imposter ; and, on the remark, that he Dubord had prevented the clerk from registering Mr. Pacaud's protest as Mayor and some resolutions and that he

(Dubord) caused his own resolutions to be passed, Dubord answered: "that if he had allowed said Pacaud to act freely he would have carried the day to his advantage"; that said Dubord in addressing him stated "that Pacaud would not keep the St. Maurice Bridge" and that he Dubord "was going down to Quebec and was to come up with an order from the Government to force Pacaud to give up the said Bridge, and if he refused to comply, he would find a sufficient force to compel him to do it."

Do not these lawless and guilty acts of Mr. Dubord and his associates, deserve punishment? No, because Mr. Pacaud addressed himself to Mr. Turcotte, Justice of the Peace, and the latter discharged the accused parties. In the District of Three Rivers, to insult a Mayor in the discharge of his official duties, to manace him personal violence, to make him understand that if he do act in such or such a way he will be dragged to the first River and drowned; This is all nothing. What a fine state of Society, is it not?

We have already stated that at the meeting of the 20th April, all the Municipal Councillors were present except M. M. Brière, Lottinville, and Bordeleau, who were absent. Nevertheless, these same Councillors (except M. M. Brulé, Brière, and Lacoursière, who would not take any part in the proceedings from disgust) resolved to put aside and annul all that they had already done.

These proceedings would have placed them below the confidence reposed in them by the public, if they had not acted under the pressure and influence of the wrath of the mob. These resolutions prove—1st. That the Councillors who took part in the proceedings of the special meeting of the 20th April, 1852, did not understand what they were doing, because they annulled what they had already framed and resolved. 2nd. That they are men as fearful as hares, since they listened to the command of the mob. 3rd. That they are cowards, as they allowed to be struck from their Register the protest of the Mayor, and because they say that the Mayor left his seat and withdrew voluntarily, after having been asked by the Council to continue to preside over the meeting. But why did they not protect Mr. Pacaud? Why allow him to be insulted by Mr. Dubord? Did they expect that Mr. Pacaud would be carried to the river and drowned by the mob in order to allow his protest to remain upon the Register.

These are the resolutions of the Municipal Council, which are a disgrace to the Country at large, the Government of this Province and the County of Champlain in particular. The framer of these resolutions must one day reap the fruit of it.

At a Quarterly Meeting of the Municipal Council of the County of Champlain, held in the Office of G. Thiffault, the usual place of meeting of said Council, in the Parish of Ste. Genevieve, of Batis-can, on Monday, the 14th day of June, 1852, according to the provisions of the Municipality Act. Present:—T. H. Pacaud,

Esq., Mayor, M. M. Lanouette, Nobert, Bourbeau, Rivard, Courteau, Bordeleau, Fugère, Trudel, Gouin, Brière, Lottinville, Brulé, Lacoursière, Delisle and Massicotte.

The Mayor left his seat and retired by his own will, though requested by the Council to keep his seat, and the Councillors Pierre Brulé, and A. Lacoursière, absented themselves. On the motion of J. Bourbeau, seconded by Councillor J. Trudell. The Councillor Nobert was named, *pro tempore*, Chairman of this Meeting of the Council, as the Mayor has withdrawn.

Proposed by Councillor M. Gouin, seconded by Councillor P. Fugère, and resolved, that the Special Meeting of this Council, held in the dwelling house of Mr. George Tiffault, the usual place of the meetings of this Council, in the Parish of Ste. Genevieve de Batiscan, on Tuesday, the 20th day of April last, at mid-day, on a pretended convocation of the Mayor of the Municipality of the County of Champlain, was irregularly and illegally convoked and held, in as much as it appears to the Council, and as the Council is informed of, by three of the Councillors of this Municipality who did not attend the said meeting, for want of having been notified in time, that the notice of convocation of the Mayor under the seal of the Secretary-Treasurer of said Council, was not addressed to each of the Councillors, at least two full days before the holding of such Special Meeting; but it appears that this notice had been only made, dated, and signed, on the evening of the 19th of April last, and addressed to some of them on that day, and to the others the very day of the holding of said special meeting, which caused some of the Councillors to be unable to attend for want of notification in time. When even those who had been notified only on the previous day, had no time to ascertain the public opinion of their constituents and to inquire into the facts and circumstances which were important to them to know, in order to enable them to form a correct opinion on the subject for which was called the Special Meeting, in supposing even that this object would have been indicated to them; and because the notice of convocation did not indicate sufficiently the object for which the said meeting was called, and did not instruct the Councillors of the matter to be treated of.

Councillor Brière proposed in amendment that this motion be rejected. The motion in amendment not being seconded, the main motion was adopted.

Proposed by Councillor Gouin, seconded by Councillor P. Fugère, and resolved, that the want of notification mentioned in the above resolution, annuls and makes void the convocation and holding of said Special Meeting, the deliberations of the Council at that special sitting, and the resolutions and orders which were passed and given, which was agreed to unanimously by the Council.

Proposed by Councillor A. Massicotte, seconded by Councillor J. Trudel, and resolved, that the pretended sale made by the Government of this Province to this Municipal Council of the bridges



over the River Ste. Anne Laperade, and Batiscan, and their dependencies, and the deeds of sale, consequently made by the Commissioners of the Public Works of the Province of Canada, and representing Her Majesty, to this Municipal Council, and accepted by the Mayor of this Municipality, and passed before two Notaries, at Quebec, of whom M<sup>r</sup>. Sirois, one of them has kept the minutes, dated 6th of May last, are irregular, illegal, null and void. 1st. Because the Special Meeting of this Council, held on the 20th of April last, was not called and held legally, as it is stated in one of the above resolutions, and that the pretended resolutions passed at said Special Meeting, authorising the Mayor to accept of these Bridges with those over the St. Maurice River, is for that very cause illegal and null. 2nd. Because, supposing that the said resolutions were legal, the Mayor would have been exceeding his powers, in accepting and buying for this Council only the Bridges over the River Ste. Anne Laperade, and Batiscan, and not those over the St. Maurice River, which are worth far more than the two others and which the resolution impowered him to buy also. 3rd. Because the two above cited deeds are not counter-signed by the Secretary-Treasurer of this Municipality, whilst they should have been so signed, to render them legal and receiveable, according to the 8th chap. of 31st section, 10 and 11 Vic., chap. 7. 4th. Because lastly, the Mayor of this Council had not accepted the said Bridges as he was authorised to do by said resolutions above mentioned, principally for what refers to the keeping and repairs of same and the state in which he was to take them, which was unannuously agreed to by the Council.

Proposed by Councillor J. Bourbeau, seconded by J. Lottinville, and resolved, that this Council disapprove and reject the deliberations of this Council, at the Special Meeting of the 20th of April last, together with the resolutions and orders which have been passed and given; also the pretended sale by the Government to the Council of the Bridges over the Rivers Ste. Anne and Batiscan, and of their dependencies and the two deeds of sale passed by the Commissioners of the Public Works as acting for Her Majesty to the Mayor of this Municipality, acting for this Council, and to declare that it does not accept this sale and deeds, the Council reprobating also the conduct of the Mayor in all this affair, which was unannuously agreed to by the Council.

Proposed by Councillor M. Gouin, seconded by Councillor Bordeleau, and resolved, that this Council has never authorised nor requested the Mayor of this Municipality, nor any body else, to accept for it and in its name, the Bridges over the Rivers Ste. Anne de Laperade, and Batiscan and their dependencies, nor to take or ordain to take possession, nor to use or make use, nor receive nor to make to receive the tolls rights or revenues hereof, and this Council forbids in a formal manner, the Mayor, members or other Officers of this Council, under the control or jurisdiction of this Council from accepting said bridges and their dependencies, or

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to cause to take possession to use or cause to use, to receive or cause to receive the tolls, rights, or revenues for or in the name of this Council, which was unanimously agreed to by this Council.

Proposed by Councillor Delisle, seconded by Councillor Bordeleau, and resolved, that the Secretary-Treasurer of this Council forward without delay a true copy of this and foregoing resolutions to the Honorable Provincial Secretary for the information of His Excellency the Governor General, and a copy to the Honorable John Young, Chief Commissioner of the Public Works of the Province of Canada, which was unanimously agreed to by the Council.

Proposed by Councillor Fugère, seconded by Councillor Gouin, and resolved, that *Louis Elconore Dubord*, Esq., be deputed at Quebec, to transmit the said resolutions as aforesaid directed, which was unanimously agreed to by the Council.

On motion of Councillor P. Fugère, seconded by Councillor N. Bordeleau, it was resolved that the conduct of the Mayor was disapproved, for having taken with him the letters and papers relating to the Bridges of Ste. Anne and Batiscan, notwithstanding he had been legally requested by the Secretary-Treasurer of this Council to file it in the Council, to remain on record in the Office of the Secretary-Treasurer.

(Signed,)

EDOUARD NOBERT, Chairman *pro tem*.

ROBERT TRUDEL, Secretary Treasurer.

The Government is no stranger to the conspiracy. The Government which is or ought to be protector and defender of Mr. Pacaud, is not exempted from being suspected for having meddled or inspired the rioters of Ste. Genevieve of Batiscan, and to having induced the Magistracy to sympathize with the perturbators of public order.

As Mr. Pacaud was placed, without any difficulty, in possession of the St. Maurice Bridges, as we have already stated, he thought proper to inform the Government of the same. Here is his letter :

[TRANSLATION.]

Three Rivers, 2nd June, 1852.

SIR,—I have the honor to inform you, that I have been placed, without difficulty, in possession of the St. Maurice Bridges by Mr. Garceau, an Officer attached to your department, in virtue of your letter, containing an order from the Government to that effect. I think it would be advisable that you should do the same thing, respecting the Ste. Anne and Batiscan Bridges, and the whole matter will do very well.

I have the honor, &c.,

(Signed,)

T. H. PACAUD.

R. S. M. BOUCHETTE, Esq.,  
Commissioner of Customs, Quebec. }

Mr. Pacaud received in reply :

(No. 11,133.)

BOARD OF PUBLIC WORKS,  
Quebec, 9th June, 1852.

SIR,—With reference to your letter of the second instant, I am directed to inform you that some legal difficulties have arisen respecting the making over of the St. Maurice Bridge, and to request that you will, as soon as convenient come down to Quebec, for the purpose of meeting the Commissioners. Your travelling expenses will be paid.

I have the honor to be, Sir, &c.

THOMAS A. BEGLY,  
Secretary.

T. H. Pacaud, Esq.  
Mayor, St. Maurice.

Mr. Pacaud went down to Quebec ; but could do nothing, Mr. Young being absent. But he received the following letter :

Quebec, 15th June, 1852.

DEAR SIR,—I have telegraphed you to-day, to come here immediately respecting the Bridges sold to the Municipality of Champlain, and as there is difficulty respecting the same, I beg you will at once come here in order that measures may be taken to avoid irritation. Please telegraph me, on receipt of this, that I may be here on your arrival.

I am, Dear Sir, yours, &c., &c.,

(Signed,) JOHN YOUNG.  
Hector Pacaud, Esq.,  
Three Rivers.

Mr. Pacaud went down again to Quebec as asked for by Mr. Young. He was at Quebec on the 17th June, 1852. The riot took place at St. Genevieve of Batiscan, on the 14th June, and the prisoners that Mr. Pacaud caused to be taken into custody, were to appear before the Magistrates on the 18th June, 1852. He laid before Messrs. Young and Morin, the shameful manner with which he had been treated in his capacity of Mayor. But these gentlemen shewed themselves as unable to protect him. They were willing above all things to have a surrender of the Bridges by Mr. Pacaud. The Government had forced the Municipality, by a mob, to disavow and reject the acquisition of the Bridges by Mr. Pacaud, and this resolution so obtained from the Municipality, it remained only to force Mr. Pacaud to sign also a resiliation, and Mr. Normand would have been, as heretofore, possessor of the Bridges. Mr. Young being willing to make use of the presence of Mr. Pacaud at Quebec,

asked of him to make that resiliation : caresses were employed, even promises of honor. Mr. Pacaud was in the lion's den. He was afraid to be torn in pieces : he asked of them, what was their plan to carry through this resiliation in a way which would screen him from ridicule and the wrath of his enemies. Mr. Young then drafted the following letter in order to have it signed by Mr. Pacaud, after having examined it. Here it is :—

“ SIR,—I regret to inform you that notwithstanding the authority by which I presented myself to you as Mayor of the County of Champlain, authorised by that body to purchase the Bridges of St. Maurice, Ste. Anne and Batiscan, difficulties have arisen of a serious nature respecting my temporary possession of the Bridges of St. Maurice. And therefore I now desire to relinquish and cancel the arrangement made with the Board of Public Works for these Bridges, and transfer the same to them on conditions that all contract for passage over the Bridge of St. Maurice be made good. I shall also hand over to the Board all monies recovered by me since I got possession on the 1st June, and I will thank you as Chief Commissioner of Public Works, and the party with whom I made the arrangements to give a statement of the transaction as it occurred, for I find that my motives have been misrepresented in my County, and the whole spirit of the transaction mis-stated to the people. I believe that before many years, the inhabitants will find that I have been right in desiring that these Bridges should be owned by the Municipality and not by private companies or individuals. In the meantime I must bear the misrepresentation which is now heaped on me, believing that justice will yet be done. I inclose a statement of my expenses since I got possession of the Bridge which I beg you will remit to me.”

Mr. Pacaud kept this letter in his pocket, as it is easy to understand it ; the conduct of the Municipal Council had exonerated him of his obligation to deliver the St. Maurice Bridges. It was then his sole, entire and private property, why should he give it back ? Nevertheless we may boldly say that if the Government had acted with dignity and respect towards itself, Mr. Pacaud would have, without hesitation, given back the Bridges ; and his conduct before the Municipal Council warrants our statement. But to pretend by force to impose an act upon him, it was to show ignorance of the feelings of a man of heart. The Government is perhaps excusable for not having understood the conduct which was prescribed to Mr. Pacaud by the circumstances.

The Government felt annoyed at not receiving back this letter signed by Mr. Pacaud ; the Attorney General, Mr. Drummond therefore wrote to Mr. Pacaud, the following letter ; in which he states that he would employ force, if Mr. Pacaud did not cede to Mr. Young's desire. This letter is precious because it is *unique* in style : Mr. Drummond, the Attorney General, the keeper of

public morality, and the vindicator of society, writes that he will violate the law of the land, that he will commit a forcible entry on private property, in a word that he will profane all that is holy, respectable, sacred and inviolable in civilized society, and Mr. Drummond goes always with a dead hand. This is the letter :—

[TRANSLATION.]

Quebec, 26th March, 1852.

MY DEAR SIR,—I pray you for your own sake, to answer immediately to the Chief Commissioner of Public Works, to state to him if you are disposed to sign the documents which he placed in your hands, yes or no. Believing that you had no other object in view in the proceedings which you have adopted respecting the Bridges, than the public interest, I hope that you will not place yourself in a false position, in refusing to sign a writing whose principal effect was to excuse you of all suspicion of having speculated on the ardent wish of the Chief Commissioner to dispose of said Bridges in the manner which he thought the most advantageous for the locality where they were situated. If against all opinions which I have formed of the good sense which you have shewn in the conversation which I have had the pleasure of having with you on the subject, you still refuse to accept the proposition of Mr. Young, I shall be compelled to advise the Government “to take possession without any formalities, of the St. Maurice Bridges,” of which we have put you in possession through error, in virtue of an act virtually null and in total ignorance of an anterior arrangement which assured to Mr. Normand the lease of said Bridges during the space of fifteen years from the date of the order in Council which I have shewn to you.

Your obedient servant,

(Signed) LEWIS T. DRUMMOND.  
T. H. Pacaud, Esq.

To this Mr. Pacaud made the following reply :—

[TRANSLATION.]

Three Rivers, 30th June, 1852.

SIR,—I have the honor to acknowledge the receipt of your letter of 22nd instant, and to inform you that the letter which I have addressed to Mr. Young, this day, will be an answer to your's as well as to his.

I have the honor to be, Sir, &c. &c.

(Signed) T. H. PACAUD.  
Hon. L. T. Drummond,  
Quebec.

## [TRANSLATION.]

St. Maurice, 30th June, 1852.

SIR,—I have received a letter from Mr. Drummond of 22nd instant, marked private, in which he solicits me to sign the document which you placed in my hands. I have written this day to this gentleman, stating that I was writing to you and that this letter would be also an answer to his. As you are the party more interested in the matter in question, I thought it was my duty to inform you, that after having advised myself, and notwithstanding all my desire to be useful to you, it is impossible for me to sign that document. You know my position; you have expressed it to me, and Mr. Drummond himself, in a conversation which I had lately with him, admitted that I had a right to complain if it was attempted to put me in a position which it was desired now to be made. Although his letter bears menaces, I am of opinion that the position which I will take by signing this document is less enviable to my eye than the one which would be made to me by all kind of persecutions exercised against me respecting that affair. I am full of devotion for you in particular, who has shewing me always so favorable dispositions, but you will not, I hope, expect from me that I would carry that devotion as far as to consent to the ruin of my private interest and of my public position at large, and in my County especially.

I have the honor to be, Sir, &amp;c., &amp;c.,

T. H. PACAUD.

Hon. John Young, Esq.

It has been reported that the Ministers were in such a rage, that they resolved to do themselves justice by force and arms.—Every one must remember, that Mr. Drummond is indebted for the success of his election in 1844, to the Irish *shilalah*, of the Lachine Canal; why would not the cudgel carry the day in the affair of the St. Maurice Bridges, *by order* of the Government, as it was said, declared and signed in writing by, Joseph Edouard Turcotte, Esquire, Justice of the Peace, Queen's Counsel, Chairman of Quarter Sessions of the Peace for the District of Three Rivers, Member of the Legislative Assembly, and, above all, the intimate friend of Mr. Drummond.

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## FORCIBLE ENTRY BY GOVERNMENT ON PRIVATE PROPERTY.

[TRANSLATION]

PROVINCE OF CANADA, } Before me, James Dickson, Esquire,  
*District of Three Rivers.* } one of Her Majesty's Justices of  
 the Peace, in and for the District of Three Rivers, residing in  
 the Town of Three Rivers, appeared François Bazil Duchesnay,  
 residing in the Town of Three Rivers, who, after being duly sworn  
 upon the Holy Evangelists, saith, deposeth and affirmeth, as follows,  
 to wit :

I have been appointed Guardian of the St. Maurice Bridge,  
 erected over the St. Maurice River, by the proprietor of said  
 Bridge, Theophile Hector Pacaud, Esquire, residing in the Parish  
 of St. Maurice, on the first day of June last, to take care of said  
 Bridge, and to collect the tolls and rights established by law.

That, this day, fourteenth July instant, at about eight o'clock  
 in the morning, Joseph Edward Turcotte, Esquire, Justice of the  
 Peace, John Thompson, carter, both residing in the Town of Three  
 Rivers, Edward Normand, farmer, Coliche LeBlond, laborer, and a  
 person named Brousseau, all three residing in the Parish of Cap de  
 la Magdeline, met together with force and arms, and illegally and  
 riotously, maliciously and tumultuously assembled at the said Bridge,  
 and then and there on the said Bridge, armed with axes, they have  
 together, and aiding one and the other, chopped, demolished, car-  
 ried away and thrown into the water, the toll-gates erected on said  
 Bridge, and this against the will, opposition and defence of said  
 Deponent.

The said Deponent further saith, that having asked the said  
 Joseph Edward Turcotte not to carry immediately their act of  
 violence into effect, but to await for half an hour in order to give  
 time to call the proprietor of said Bridges, to which the said Tur-  
 cotte refused to comply, stating then, the said Turcotte, that they  
 must profit by the absence of said proprietor to throw down the  
 said toll-gates ; and without waiting, he demolished,—aided by a  
 few other individuals,—the toll-gates of said Bridge.

The said Deponent further saith, that he is convinced, and sin-  
 cerely believes in soul and mind, that the five above named indi-  
 viduals, would have killed and put to death, with axes, the said De-  
 ponent, if he had resisted the act of violence perpetrated against  
 the property of said Theophile Hector Pacaud, and that they had  
 combined themselves with the intention to kill the Deponent if he  
 had resisted them : the Deponent further saith not, and declared to  
 not be able to sign.

Sworn before me, at Three Rivers, this 14th July, 1852.

(Signed,)

JAMES DICKSON, J.P.

A Warrant was issued by J. Dickson, Esq., J.P., against the bodies of the accused, to appear for their criminal conduct. Being brought before James Dickson, Esq., four were bailed, and J. E. Turcotte, Esq., was ordered to appear the next day, as he refused to give bail, in order to be examined.

[TRANSLATION.]

EXAMINATION OF JOSEPH EDOUARD TURCOTTE, ESQ.

PROVINCE OF CANADA, } The Examination of Joseph Edouard  
*District of Three Rivers.* } Turcotte, Justice of the Peace,  
 residing in the Town of Three Rivers, in the County of  
 St. Maurice, in the District of Three Rivers, taken before us  
 James Dickson, and Laurent David Craig, Esquires, two of Her  
 Majesty's Justices of the Peace for the District of Three Rivers,  
 accused before said James Dickson of having committed an assault  
 on the person of François Bazil Duchesnay, not being under oath,  
 but upon his voluntary examination saith as follows:—

I WAS DIRECTED BY THE GOVERNMENT in my capacity of  
 Justice of the Peace, to witness the taking possession of the  
 said St. Maurice Bridges, and to prevent any riot or tumultuous  
 assembly, and all violence: I was at Quebec, by chance, I went  
 at about half-past seven o'clock in the morning, to the St. Maurice  
 Bridge, in order that Mr. Normand might take possession of the  
 Bridge before the arrival of the mail, which I knew to contain a  
 letter for Mr. Pacaud, as I was aware that a lease had been passed  
 by the Government to Mr. Normand for fifteen years. I went to  
 Mr. Normand's and came back with him to meet the Keeper of  
 the Bridge, named Duchesnay. Two persons, unknown to me,  
 were in the Company of Mr. Normand. We entered the house of  
 the keeper, and Mr. Normand asked him to give up to him the keys  
 of the Bridge and also of the house, and the keeper refused to  
 comply. I told him in a joke, (*en riant*) "what would you say  
 if they were taken from you by force?" He answered, "you are  
 five against one, all resistance is useless." We spoke no more of the  
 keys. Mr. Normand afterwards asked him to open the toll gates  
 of the Bridges. He refused again, and asked me for the neces-  
 sary time to call for Mr. Pacaud. I told him that being under the  
 impression that Mr. Pacaud would resist the taking possession of  
 the Bridge, and being desirous to avoid all violence, Mr. Normand  
 would not give time to send for Mr. Pacaud. Mr. Normand then  
 opened the toll gate of the Bridge, with an old axe that he found  
 near the keeper's house. The keeper opposed—he resisted.  
 After having opened the toll gates, Mr. Normand asked the keeper  
 what he was thinking of the matter. He answered, that if Mr.  
 Normand succeeded in taking possession of the Bridge, he would  
 be much pleased, for he was beginning to feel lonesome of his land  
 in St. Maurice; but that nevertheless, he would not consent to  
 the taking possession of the Bridge. While Mr. Normand and



his men were demolishing the toll gates of the Bridge, the keeper was walking to and fro on the Bridge, to see if Mr. Pacaud was not coming. Nobody had arms, nobody was irritated, not one angry word was interchanged. When the gate was near demolished, Mr. Pacaud came and asked with a high voice (*grand cris*) for an axe ; he took one, and advancing to the Bridge, brandishing the axe. Then the toll gate was carried away (*etait otte*).

(Signed,)

J. E. TURCOTTE.

Taken before us, at Three Rivers, }  
14th July, 1852. }

(Signed,) James Dickson, J. P., }  
L. D. Craig, J. P., }

[TRANSLATION.]

CONFRONTATION OF FRANCIS BAZIL DUCHESNAY  
WITH J. E. TURCOTTE, ESQUIRE.

François Bazil Duchesnay, after being duly sworn by the Justices of the Peace above mentioned, and being interrogated by Mr. Turcotte, saith :

I made yesterday a deposition before James Dickson, Esquire, Justice of the Peace, against five individuals, Messrs. Normand, J. E. Turcotte, John Thompson, a man named Brousseau and Coliche LeBord. I think I made two depositions under oath ; I have sworn to the same facts in both.

When Mr. Turcotte and the others came into my house, I thought they were coming to kill me. There had been no quarrel, no angry words exchanged between us. Before coming into my house, Mr. Turcotte asked of me the keys of the bridge and of the house, in order to give possession of the house to Mr. Normand. I answered that it was impossible for me to do it. I asked Mr. Turcotte for half an hour, in order to send for Mr. Pacaud. He replied, "No, I have orders to follow, (*Non ! j'ai des ordres suivre*). Then I told Mr. Normand that the monies collected during that half hour would be handed over to him, if the bridge was his. Mr. Normand and Mr. Turcotte refused and the latter added, "you won't give it up to me, but I will make you give it up by force." Seeing this, I asked ten minutes of Mr. Turcotte, in order to send for Mr. Pacaud, and Mr. Turcotte refused it, adding that he was willing to take possession of the bridge before the arrival of Mr. Pacaud. No violence had been made against me to take away the keys, nor was such tried (*ou ne fait pas violence pour m'arracher les clefs ni'essayès d'en faire*). Mr. Normand told his men, "oh, let us demolish it." I asked again Mr. Normand to wait for the arrival of Mr. Pacaud, to which Mr. Normand answered, "let us break it, let us break it, (*Brisons, Brisons*)." They directed themselves towards the toll gates with such violence that I did not dare to oppose them. By violence I mean speed. When I went out of the house, the toll gates were upon the rail.

I went to two young men who were rafting timber, and told them to clear the way, because something would fall upon them. One of the toll gates was fastened with a padlock. Mr. Normand asked me for the key; I refused it to him; then Mr. Normand said, "let us chop, let us chop." And they began to chop and throw down the toll gate and frame under the Bridge. Mr. Normand sent one of the men to get an axe, and afterwards they chopped with two axes. When they were chopping the toll gates, Mr. Turcotte was walking on the Bridge and highway.

About fifteen feet from the end of the Bridge, the frame in falling cracked the rails of the Bridge. Mr. Normand was near the toll gate and was fixing the rails of the Bridge damaged by the fall of the frame. When Mr. Normand was so fixing the frame, Mr. Pacaud told him in holding him by the arm, "I forbid you from striking upon the Bridge." Mr. Normand answered, moving towards me and crying, "I will give him a blow with the axe." Mr. Normand added, in speaking to Mr. Pacaud, "you see I am not damaging any thing, I am fixing the rails." When Mr. Normand stated that he was willing to give a blow with the axe to Mr. Pacaud, he was then near enough to strike Mr. Pacaud. After that he put down his axe. He menaced to strike Mr. Pacaud with his axe. I do not understand what is the meaning of the word "riotously." There was "no hard words, no quarrel, no menaces at any time, excepting that Mr. Turcotte threatened to take from me the keys by force." On account of all the noise that had taken place since a month, I told Mr. Normand, that if I was at St. Maurice, I would not come down.

Cross-questioned:—When the individuals were chopping the toll gates, they appeared much excited. I dare not oppose the demolishing of the toll gate through fear. Mr. Turcotte seemed to encourage the individuals to demolish the gates. Mr. Turcotte did not show me any order from the government to give up the bridge, neither did he tell me he had any. Mr. Turcotte appeared to be the one who was commanding the individuals occupied in demolishing the gates. Mr. Turcotte came to my house accompanied by four others, and left the Bridge when every thing was over. The facts contained in this present deposition are the same as those mentioned in my deposition before James Dickson, Esquire.

This present deposition having been read over to said deponent, he persisting in the same, declaring to contain the truth and has declared to not be able to sign his name.

Taken and sworn before us, 15th July, 1852.

(Signed,) James Dickson, J.P.,  
L. D. Craig, J.P. }

[TRANSLATION.]

#### DEPOSITION OF THEOPHILE HECTOR PACAUD, ESQ.

I am the proprietor of the St. Maurice Bridge, from the 6th May last, in virtue of a Deed of Sale, passed before A. B. Sirois

and his colleague, Notaries Public, herewith produced, (this act is already published, page 7,) I had possession of the same, on the 1st June last, by the intervention of Mr. Garceau, the Inspector of Public Revenue for this District, I had placed a keeper of the Bridge on 1st June, 1852. Till yesterday, 14th July, I have not been troubled in the possession of said Bridge, but yesterday, having learned that some individuals were chopping the Toll gates, I repaired thither and I found Mr. Normand, John Thompson, and a man called Brousseau, chopping the frames of the Toll gates.— I was warned by Mr. Normand not to advance upon the Bridge, that the frames were falling, and they immediately fell. When the frames were down, I forbid Mr. Normand to strike upon the rails; he refused to discontinue striking, and then I took him by the arm to take him away from the place where he was striking.— Then Mr. Normand, turning towards me, in rising his axe said “be off or let me go, or I will strike you with the axe.”

Cross-questioned—I heard Mr. Turcotte stating in the conversation which took place with my brothers, that he was directed by the Government to be present in the taking possession of the Bridge, and to prevent all violence or riot. After the passation of the Deed of Sale, I offered voluntarily to the Commissioners of the Public Works to give them a counter-letter by which I declared myself ready to surrender to the Municipality of Champlain the St. Maurice Bridge, when that Municipality would be able to buy, according to the writing (*sous sein prive*) here produced:—

Quebec, 6th May, 1852.

“The undersigned, purchaser of the Bridges, built over the river St. Maurice, obliges and promises to consent to a resiliation of the Deed of Sale, which was made of them to him by the Government, in case the Municipality of the County of Champlain, should be able, and should consent in the interest of the inhabitants of the said Municipality, to purchase the said Bridges in its own name.

(Signed,)

T. H. PACAUD.

Re-examined—Mr. Turcotte was present when they were chopping the Toll Gates, and withdrew only when every thing was terminated, and when the Toll gates and frames were thrown under the Bridges. Before passing the Deed of Sale, Mr. Young told me: “you will make a good job of it.”

The aforesaid deposition having been read over to said deponent, he declares that it contains the truth, and signed.

(Signed,)

T. H. PACAUD.

Sworn and taken before us this  
15th July, 1852,

(Signed) James Dickson, J. P.,  
L. D. Craig, J. P.

[TRANSLATION.]

**DEPOSITION OF L. B. GARCEAU, ESQ., JUSTICE OF THE PEACE, RESIDING IN THREE RIVERS.**

I am Inspector of the Revenue for this District, on the 1st June last, I went with Mr. Pacaud to Mr. Normand, and handed over to him a letter, addressed to him by Mr. Bouchette, ordering him to deliver up the Bridge to Mr. Pacaud; after having taken communication of the letter, Mr. Normand, said to Mr. Pacaud: "take the Bridges, I never had the intention to refuse it against an order from the Government."

Cross-questioned—Mr. Normand after having read the letter of Mr. Bouchette, told me: "that he was waiting to deliver up the Bridge on order from the Government. All the letters that I received relating to the Public Revenue of this District are signed by Mr. Bouchette. Mr. Normand also told Mr. Pacaud to take the Toll gate that this Gentleman was asking from him.

The present deposition having been read to said deponent, he declares that it contains the truth and signed,

(Signed),

L. B. GARCEAU.

Taken and Sworn before us, this 15th July, 1852.

(Signed,) James Dickson, J. P. }  
L. D. Craig, J. P. }

[TRANSLATION.]

**DEPOSITION OF GEORGE JEREMIE PACAUD, ESQUIRE, JUSTICE OF THE PEACE, RESIDING IN THE TOWN OF THREE RIVERS.**

I know Joseph Edouard Turcotte, Esquire, he is Justice of the Peace, Queen's Council, and a Member of the Provincial Legislature. Yesterday morning, at about 8 o'clock, I went on the St. Maurice Bridge, where I saw four individuals throwing away the Toll gates, I addressed myself to Mr. Normand and commanded him to discontinue to strike off the Toll gates; he answered, that he had no business with me; after that I saw Mr. Turcotte, who was standing by, and asked him under what authority he was acting so? He answered me that he had an order from the Government to that effect, I asked him to exhibit it to me; the answer was, that there was a letter at the Post Office, which was an order to my brother to deliver up the Bridge, and he did not shew me any order from the Government. "I told him that he was doing an illegal and unjust act." He answered me, "that he was well aware of it, but that he had an order, and was executing it."

The aforesaid deposition having been read to said deponent, he declares it to contain the truth, and signed.

(Signed),

G. J. PACAUD.

Taken and Sworn before us, this 15th July, 1852.

(Signed,) James Dickson, J. P., }  
L. D. Craig, J. P. }

The Court orders that Joseph Edward Turcotte, give his personal security for his comparition on the 4th October, to answer to the accusation brought against him.

### THE ATTORNEY GENERAL.

Mr. Pacaud received from Mr. Drummond the following letter, which is a contradiction and a condemnation of his former conduct. It was by his order and direction that Mr. Pacaud was placed in possession of the St. Maurice Bridges, as already stated. [See his letter to Mr. Begly of 31st May, 1852, Page 11]. So Mr. Pacaud never took forcible possession of the Bridges. Mr. Pacaud was in possession of the same by virtue of a deed of sale [6th May, 1852, Page 7] and that with the knowledge of Mr. Drummond. [See his famous letter of the 26th June, 1852, Page 22]. Why did he give orders to Mr. Turcotte to take forcible possession of the Bridges when he had legal proceedings at his disposal to recover the possession of the Bridges?—as stated in his letter:—

QUEBEC, 31st May, 1852.

SIR,—I beg to inform you that I am commanded to adopt legal proceedings to eject you from the Bridges over the St. Maurice, of which you are alleged to have taken illegal and forcible possession. I have further to add, that I shall immediately carry out my instructions, unless the Bridges in question, be forthwith restored to Mr. E. Normand, who is also authorized to hold them and levy tolls thereon.

I have the honor, &c.,

(Signed)

LEWIS T. DRUMMOND,  
Attorney General.

T. H. Pacaud, Esquire, }  
St. Maurice. }

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### THE EVIL DAY.

As the Lawyers of Three Rivers did not offer a sufficient guarantee to Mr. Pacaud, to bring to justice the individuals who had violated his rights of property and attempted personal violence upon him, he succeeded in securing the services of Mr. Johnson, Advocate, of Montreal, who was very able to obtain justice for him before a petty Jury. Mr. Johnson went down to Three Rivers for the Criminal Court. But to prevent the punishment of the criminals in the affair of the St. Maurice Bridges, the Government appointed Mr. Turcotte, implicated in the above affair, to fulfil

the duties of Attorney General. As Mr. Turcotte was to be accused before that very Court, this was one way of obviating the difficulties of the hour, and it happened as the Government had foreseen. On the 11th of September last, the day of the opening of the Term of the Court, Mr. Turcotte met Mr. Pacaud in the Court House and told him that if he laid before the Grand Jurors an indictment against him (Turcotte,) that he would do the same thing against him (Mr. Pacaud). That day was Saturday. Mr. Turcotte laid before the Grand Jurors all the indictments against the criminals, and as the Grand Jurors brought their Bills into Court, Mr. Turcotte asked the Court to discharge, at once, the Grand Jury, as he had nothing more to lay before them. Mr. Pacaud not being then ready to lay before the Jurors, his indictment. But Mr. Johnson resisted Mr. Turcotte's application to discharge the Jury, and they were not discharged on that day. On the Monday following the indictment from Mr. Pacaud was laid before the Grand Jurors by his Advocate Mr. Johnson; and no Bill was brought into Court by the Jurors upon the same; but they brought into Court a True Bill against Mr. Pacaud for perjury. Upon what facts could had been found such an accusation? But it was soon made known that it was framed upon the declaration, under oath, made by Mr. Pacaud before Messrs. Dickson and Craig, Justices of the Peace, that Mr. Normand had threatened to strike him with an axe upon the Bridge. But this very fact was also sworn to by François Bazil Duchesney. Why then not have indicted the latter for perjury as well as Mr. Pacaud? If the public officer had been moved by a sense of legitimate and conscientious duty, was he not bound to indict both? But he had not a duty to perform; he was satisfying a revenge. He was indicting only Mr. Pacaud in order to ruin him in the public esteem. It was revenge inspired against Mr. Pacaud, and he had no hatred against Duchesnay.

Mr. Pacaud insisted that his trial should take place immediately, but Mr. Turcotte & Co., resisted. They pretended they were not ready; that they had a principal witness to summon and examine, and with great labour they prevailed upon the Court to have the trial fixed for the next day, with a kind of assurance that upon diligence and facts sworn to, the Court would then decide upon the most equitable and just course to be pursued. But the expression and the character of the Judges alarmed them for the result. They were thunderstruck; and Mr. Turcotte thought it the most prudent course to leave unfinished the affairs of the Crown intrusted to him, and to run away. The principal witness that they were to summon did not exist. The fact is that they dared not to expose themselves to be confronted with Mr. Pacaud before an independent Court of Justice, fearing to be exposed and confounded. That principal witness was Mr. Turcotte himself who was far from being anxious to be examined on the matter. He took refuge at Quebec, in the House of Parliament, the inviolable sanctuary of the Legislator. The following day Mr. Normand filed the following affidavit:—

## [TRANSLATION.]

Edouard Normand, master carpenter, of the Parish of the Cap de la Madeleine, in the County of Champlain, in the District of Three Rivers after being duly sworn upon the Holy Evangelists saith and deposes, as follows, to wit: that he is one of the private prosecutors in the action brought against Theophile Hector Pacaud, for perjury; which the Grand Jurors of the District have reported a true Bill before this Court of the Queen's Bench; that he is informed, and it is to his personal knowledge that Joseph Edouard Turcotte, Esquire, who was here present yesterday, has gone down to Quebec to discharge his duties of representative of the County of St. Maurice, which he represents in the said House of Assembly.

That the said Joseph Edouard Turcotte is a principal witness in the said accusation, and that he will prove by him that the said Theophile Hector Pacaud has falsely sworn to and voluntarily and maliciously perjured himself in affirming before James Dickson and Laurent David Craig, Esquires, two of Her Majesty's Justices of the Peace, for the District of Three Rivers, that he, the said Edouard Normand, the deponent, had used the following expressions, when on the St. Maurice Bridge, the 14th July last: "then Mr. Normand told me: be off or let me go, or I will strike you with the axe".

That the said deponent had a subpoena to be duly served upon the said Joseph Edouard Turcotte, yesterday in the afternoon.

That the Deponent further saith, that without the evidence of said Joseph Edouard Turcotte, the said deponent will not have justice, and that the said Joseph Edouard Turcotte will not return till after the end of the present Session of Parliament, as the said deponent is informed, and he prays, consequently, that this trial may be continued till next term or the said deponent will not have justice done to him; and said deponent further said that this application is not done, to delay unjustly the progress of this trial, but only to have justice done. He declares he knows no more, and hath signed.

Sworn before me at Three Rivers, this 14th September, 1852.

(Signed,)            Edw. Barnard, }  
                                 Clerk of the Court. }

Was it not a mockery of justice and of all that is sacred? Why not have passed the trial on the day previous, when Mr. Turcotte was in Court? Why state a falsehood on the day previous, and come into Court the next day to swear to the contrary? The Court was scandalized at such conduct; it understood the criminal conduct of those who were unjustly and maliciously prosecuting Mr. Pacaud. A jury was empannelled *pro forma*, in order to give Mr. Pacaud all the benefit of his innocence, and he was discharged. Mr. Normand declares that he was not able to

sign his name, though he swears in a very suspected manner ; nevertheless he has lately been appointed by the Government one of the justices of the Peace for the District of Three Rivers.— Mr. Pacaud had either perjured himself or not : if he had perjured himself, why not have tried him when Mr. Turcotte was in Court, as he was the principal witness ? If he had not perjured himself, why has he been indicted ? Mr. Turcotte said, that he was acting under the orders of Mr. Drummond, and that he was well aware that Mr. Pacaud was incapable of swearing falsely. His conduct and that of Mr. Normand must be unwarrantable in the eyes of every honest man. But in the eyes of the Government it is altogether another affair. Because Mr. Turcotte is still Justice of the Peace, Chairman of Quarter Sessions and Queen's Council, and Mr. Normand has since been appointed Justice of the Peace, though he cannot read or write.

#### ST. MAURICE BRIDGES COMPANY.

Though Mr. Pacaud had made a good bargain with the Government in buying the Bridges which were refused by the Municipality of Champlain, he sacrificed one half of the Bridges to form a Company able to keep the Bridges in good repair, in order to insure to the public the permanent use of them and discharge the Government from further expense. In forming this Copartnership, it was with a view to satisfy every one, though at the cost of a large sacrifice. To give the half of such Bridges for £500 ; but it was in favor of Brothers, and Mr. Pacaud did not look to the sacrifice.

The Bridges were insured against fire accident, for the sum of £2,000 currency, on the 9th September last, at the Globe Insurance, Ryan and Brothers, agent, and temporary repairs to the extent of £75, were made in expectation of the gross reparations to be done in the course of the winter. The Deed of the Company and Insurance Certificate were forwarded to the Chief Commissioner of Public Works, on the 12th of September last past. Who can say that the Government is not closed against any demand for the St. Maurice Bridges and the public assured to have the perpetual use of the said Bridges ? This is the deed of the Company :—

On this, the ninth day of September, in the year of our Lord one thousand eight hundred and fifty two, before the undersigned Public Notaries, duly commissioned and sworn in and for that part of the Province of Canada, formerly constituting the Province of Lower Canada, residing at the City of Montreal, in the said part of the said province,

Personally came and appeared Theophile Hector Pacaud, of the Parish of Saint Maurice, in the County of Champlain, in the said part of the said Province, Esquire, who declared to have bargained, sold, assigned, transferred and made over, as he doth hereby bargain, sell, assign, transfer, convey, and make over, with



promise of warranty against all gifts, dowors, mortgages, substitutions, alienations and other hindrances unto George Jerimie Pacaud of the Town of Three Rivers in the District of Three Rivers, in said part of said Province, Esquire, one of Her Majesty's Justices of the Peace in and for the said District of Three Rivers, present and accepting for himself, his heirs and assigns, one undivided fourth part or share of, in and to the Bridges across the several branches of the River St. Maurice, near its junction with the St. Lawrence, known as the Three Rivers Bridges, with all the dependencies belonging to the said Bridges, together with all the members appurtenances, rights, and duties which may be legally exercised, used or maintained, together with the toll, rights of toll, or other rents issued, benefits or profits deriveable or to be derived therefrom, and unto Louis Edouard Pacaud, of the City of Montreal, in the said part of the said Province, Esquire, Advocate, also present and accepting for himself, his heirs and assigns, he the said Theophile Hector Pacaud doth also bargain, sell, assign, convey and make over also, with warranty as aforesaid, another undivided fourth share in and to the said Bridges, across the several branches of the River St. Maurice, near its junction with the St. Lawrence, known as the Three Rivers Bridges, with all the dependencies to the same belonging, together with all the members and appurtenances, rights, dues and duties which may be legally exercised, used or maintained, together with the toll, rights of toll, or other rents, benefits, issues or profits deriveable, or to be derived therefrom. And the said vendor doth hereby give, convey, and make over to each of them the said George Jerimie Pacaud and Louis Edouard Pacaud, all rights of demand, claim or pretension of what kind or nature soever, to the extent of their respective undivided parts or portions in the said two Bridges hereby respectively sold, assigned and conveyed to them, their heirs and assigns, and intended so to be, in as full and perfect a manner as he the said vendor could or might exercise the same as well against his vendors hereinafter mentioned as against all persons whomsoever, without reservation of any part or portion of the said undivided shares in and to the said two bridges aforesaid, on the part of the said vendor, but as fully and effectually as he could have hold, or exercise the same, or any part thereof, under and by virtue of a good and sufficient title, having acquired the said undivided fourth parts or portions of the said Bridges together with the remaining undivided fourth parts or portions of the said Bridges from the Commissioner of Public Works in this Province, duly authorised to that effect by competent authority, by deed made and executed at the City of Quebec, in the said part of the said Province, on the sixth day of May, now last past, to wit; the sixth of May, in the year one thousand eight hundred and fifty-two, before A. B. Sirois and his colleague Notaries Public, for the prices, considerations, provisions and conditions therein set forth:

To have, hold, use and enjoy the said undivided fourth part or portion respectively to each of the said George Jerimie Pacaud and Louis Edouard Pacaud, their heirs, Executors, Administrators and Assigns in and to the said two Bridges and all rights, claims and demands in anywise connected with or arising therefrom *en pleine propriete* as fully as he the said vendor could have, hold, use and

enjoy the same or any part thereof with all ways, rights of way, toll or other *redevance* of what kind soever connected therewith, or which the said vendor might legally claim or pretend to, and to enter upon and take possession of and enjoy the same from the date of these presents henceforth for ever, subject however to the conditions, stipulations and provisons hereinafter set forth.

The present grant, bargain and sale is thus made for and in consideration of the price or sum of five hundred pounds curreney, by the said George Jerimie Pacaud and Louis Edouard Pacaud, in our presence at the passing hereof, well and truly paid by each of them, paying the sum of two hundred and fifty pounds curreney, whereof quit, &c., and subject to the following conditions stipulations and provisoes, that is to say, that the said George Jerimie Pacaud and the said Louis Edouard Pacaud shall have, use and enjoy, maintain and possess the said Bridges aforesaid with the said hereinbefore mentioned vendor, as joint owners in Copartnership together, each of the said Jerimie Pacaud and Louis Edouard Pacaud, having a direct interest in and to the said Bridges to the extent of one fourth and to the same extent in and to all the rents, issues and profits thereof, and the said vendor in and to one half or two fourth parts or portions and to the like extent in and to the rents, issues and profits thereof in the same way and extent and with the same right, title and authority as if they the said George Jerimie Pacaud, Louis Edouard Pacaud, and the said vendor had been and become the original purchasers from Her Majesty's Government, under the said deed of the said sixth of May now last past, in the said respective proportions; that the said purchasers shall be responsible *solidairement* with the said vendor for the due and faithful performance of all the requirements, obligations and conditions in the said deed of the sixth of May last past, from Her Majesty's Government aforesaid, through the Commissioner of Public Works to the said vendor, contained and set forth as well towards or in favor of the said Government as towards or in favor of Her Majesty's subjects and the public at large, which obligations, conditions and stipulations are more particularly mentioned and set forth in the said deed to which reference is hereby made by the said parties, and that such shall be as binding and obligatory upon them as if the same and each of them had been fully and at large set forth herein, and herein contained, the said parties having as they hereby declare a perfect knowledge of the same and the effect thereof.

That the said vendor shall keep and retain all the rents, issues, toll or other profits derived from the said Bridges up to the day of the date of these proceeds, and shall also have demand and receive as well the said monies, as all monies due or payable in his own name by Mr. Edward Normand of the Parish of the Cap. de la Magdelcine, in the County of Champlain and Province aforesaid, Carpenter, the late lessee of the said Bridges, to be applied specially and specifically however (to which the said vendor hereby binds, and obliges himself) as stipulated and set forth in the said deed of sale aforesaid and not otherwise. And inasmuch as the said Bridges and each of them now require or may require for preservation or improving the same considerable repair and alterations, such as planking the same, repairing and strengthening the arches thereof and any such like ameliorations amounting as esti-

mated to between seven hundred pounds and one thousand pounds of current money of this Province, it is hereby understood and agreed and forms part of the conditions, stipulations and agreements herein set forth that the said George Jerimie Pacaud and Louis Edouard Pacaud, the said two purchasers and Co-partners, shall and they do hereby bind and oblige themselves to furnish and provide, obtain or advance the said sum or whatsoever sum of money may be necessary to make and execute without unnecessary delay the said repairs and ameliorations to the said two Bridges aforesaid, the said sum and interest thereon from the date of appropriation, to be refunded to them however from and out of the rents, issues, tolls and profits of the said two Bridges, which rents, issues, tolls and profits will be regularly from time to time, as they are collected and gotten in, entered in a proper Book, to be kept for that purpose and will be paid over to the said George Jerimie Pacaud, and to the said Louis Edouard Pacaud, on account of the said monies so to be advanced by them as aforesaid, after deduction, however, of all charges for keeping the toll on each of the said Bridges, and of the costs of ordinary repairing the said Bridges, *rep. rations ordinaires*, until the whole of the said money so to be advanced by them shall have been repaid as well as the interest thereon. That said Bridges will be common property in Co-partnership, and the rents, issues and profits whereof the said purchasers shall be and are hereby declared to be entitled to one fourth part or portion of each thereof. And the said Theophile Hector Pacaud to the remaining two-fourths or one-half thereof. And each of the said Co-partners shall have a perfect right at all reasonable times to have access to all Books of Accounts or Vouchers or other writings of what kind soever, in anywise connected with the said Joint Stock in the said Bridges of the Co-partnership hereby entered into and intended so to be, and to make extracts therefrom. And it is further hereby stipulated that the said hereby constituted Co-partners shall in all things be jointly liable to and towards the said, Her Majesty's Government, and the public in the same manner and to the same extent as if they had and each of them had made and executed as Copartners as aforesaid, the said deed of sale jointly with the said Theophile Hector Pacaud from Her said Majesty's Government, of the said sixth day of May now last past as aforesaid. The Co-partnership hereby formed and intended so to be, shall not extend to any other enterprise, undertaking or joint risk than that of the said two Bridges. That it shall commence from the day of the date of these presents and so continue until as long as the Bridges shall remain in existence. That the Capital Stock shall consist of the said property of the said two Bridges and the same is provided in the proportions aforesaid. The style and title of the said Copartnership shall be for all the purposes of the said enterprise or undertaking called the "St. Maurice Bridges Company," and for the Registration of a Certificate of which Copartnership, according to law, the said parties hereto hereby constitute the bearer of an Authentic copy of these presents their true and lawful Attorney, to whom they give all necessary power and authority in that behalf.

And in consideration of the premises, the said vendor doth hereby transfer and set over for the purposes of the said joint un-

dertaking in Copartnership to the said purchasers, their heirs, and assigns, subject to all the clauses, conditions and stipulations hereinbefore and in the said deed of the sixth day of May last past, contained all right of property claim and demand of, to in or concerning (excepting always as hereinbefore provided) the said one fourth part or share in each of the said two Bridges hereby sold to the said George Jerimie Pacaud and the rents, issues, tolls and profits thereof, and the one fourth part or portion in each of the said two Bridges hereby sold to the said Louis Edouard Pacaud and the rents, issues and profits thereof.

And it is lastly agreed and understood by and between the said parties forming the said Company to insure the said Bridges, and keep the same insured at one or more of the Insurance Office or Offices in this City, to the amount of two thousand pounds currency and no less, and as long as the said Bridges shall remain in existence.

And for the execution of these presents, the said parties have elected their domiciles at their respective residences above mentioned, where, &c.

And for the enregistration of these presents their Attorney hereby constituted in the premises is by the said parties hereby given full power and authority in that behalf where, promising, &c., obliging, &c., renouncing, &c., done and passed at the said City of Montreal, in the Office of John Carr Griffin, one of the said Notaries, on the day, month and year first above written (under the number nine thousand six hundred and forty) and signed by the said parties, with us the said Notaries, after being first duly read.

(Signed,)

T. H. PACAUD,

J. G. PACAUD,

E. L. PACAUD,

J. C. GRIFFIN, N.P.

(Signed,) H. J. MEYER, N.P.,

A true Copy of the Original Minute remaining of record in my Office. Three Marginal Notes first approved and three words obliterated are null.

JOHN C. GRIFFIN, N.P.

No. 6602. I hereby certify that this document was duly entered and registered at the Registry Office for the County of St. Maurice, the eleventh day of September, one thousand eight hundred and fifty-two, at eleven o'clock A.M., as number six hundred and two, in Register B., vol. 2, page 453.

L. G. DUVAL, Registrar.

The Bridges were no more a burden to the Province, and the end of the law enacted to sell the Public Works, was obtained.

Why has the Government re-leased these Bridges to Mr. Normand for 15 years at the rate of £20, when Mr. Normand had not even paid his former rents? In leasing the Bridges, this is the result for the Government :—

|                                                    |        |        |     |
|----------------------------------------------------|--------|--------|-----|
| The necessary repairs will cost this year, - - -   | £1,000 | 0      | 0   |
| Interest upon £1,000 for 15 years, - - -           | 900    | 0      | 0   |
|                                                    |        | <hr/>  |     |
|                                                    |        | 19,000 | 0 0 |
| Mr. Normand will pay as rent, for the 15 years - - | 300    | 0      | 0   |
|                                                    |        | <hr/>  |     |
| Loss, - - - - -                                    | £1600  | 0      | 0   |

Besides the public may loose, for ever, the use of the bridges if by an accident or other causes they were ruined. The Government in leasing the Bridges for such a long period of time, to Mr. Normand has acted against the law. The Act of 13 and 14 Vic., chap. 14, sect. 5th, says:—

“No Bridges shall be leased unless security, real or personal, shall be given for an amount equal to ten per centum of the actual value of said Bridges, and for not a longer period than ten years, and that it will be kept by the lessee in thorough repair.”

Mr. Drummond was aware that he would meet more than difficulties to obtain his end, if he was taking the usual course of legal proceedings. He was not in a position to meet his adversaries with right and justice on their side.

He addressed himself to the Legislature for a law which would authorise him to take possession of the Bridges in a summary manner, on an order of the Judges directed to the Sheriff, and by appointing a guardian of his own making, and to have them kept and held during the trial. The Parliament enacted immediately the law. It was an attack upon property of the most unconstitutional and arbitrary character. By this law the Defendant is deprived of the pecuniary means of protecting himself, being unable to receive the revenue of his property during the litigation. 2nd. It is to induce the Government, who receive the revenues, to molest the Defendant, and to have the trial lasting for ever. 3rd. And to expose the proprietor of the Bridges to suffer unjustly great damages by the destruction or ruin of the Bridges without the hopes of being reimbursed. The Government pretends to have the right to sue every body, but it denies the right to individuals to bring it before the Courts of Justice and answer for its conduct. In fine, the law enacted during last session is far from augmenting the honour and the credit of the Province.

### THE ACTION.

With this law in his hands, Mr. Drummond does not sue the Company. He attacked only Mr. Pacaud. Why so? Does he expect that the Company will abandon its property without speaking a word? Time will tell. This is the copy of the action:—

## [TRANSLATION.]

PROVINCE OF CANADA, } SUPERIOR COURT. } Domina Regina  
*District of Three Rivers.* } vs. Theophile  
 Hector Pacaud, Esquire, Merchant, of the Parish of St. Maurice,  
 in the County of Champlain, in the District of Three Rivers, De-  
 fendant.

Be it known that for and in the name of our Lady the Queen, his Attorney General for that part of the Province, constituting heretofore the Province of Lower Canada, informs this honorable Court, and declares :

That there are built over the river St. Maurice two toll Bridges divided by one of the Islands of said River, Called St. Christophe. That these Bridges, one of which terminates to the Town of Three Rivers by its west extremity, and its east extremity to the St. Christophe Island, and the other end by the east, to the Parish of the Cap de la Magdeleine, in the County of Champlain, and to its west end to the Island of St. Christophe aforesaid, and situated in the County of St. Maurice, between the said Town of Three Rivers and said Parish of Cap de la Magdeleine, with a toll-house, situated in the Town of Three Rivers, on a lot of land of about half of an acre in superficie, bounded on the north by the Bridge road, to the north-east by the River St. Maurice, and to the south and south-west by Etienne Tapin, and other dependencies to the usage of said Bridges which are Public Works, built in the Province of Lower Canada, and at the expense of the Province since the year 1844, and as such Public Works, this property belongs by just title, since their construction, to Her Majesty, her heirs and successors, for every legal purpose, and that Her Majesty had always been in quiet and public possession since the time of their construction till about the 1st June past. That, on or about the 1st June last, the Defendant having no rights or title to the same, unjustly and illegally, took possession of said Bridges, house and dependencies, pretending to be the proprietor thereof, had since then, illegally held the possession and levies the tolls and revenues thereof, which are worth and produce at least five hundred pounds currency per annum, the seven-eighth of which are levied during the season of summer,—and have been received by the Defendant, since he placed himself in possession thereof as aforesaid, the whole to the damages of Her Majesty to the sum of £1000 currency. Wherefore the Attorney General, acting as aforesaid, concludes that Her Majesty, her heirs and successors, be declared the sole true and lawful proprietors of said Bridges, house and dependencies, for all legal purposes, and that the said Defendant be ejected from his unjust possession thereof, and to deliver up the possession of the same to Her Majesty, and that the Defendant be moreover condemned to pay to Her Majesty the sum of £1000, to be in lieu of tolls and revenues unjustly levied by the said Defendant as aforesaid, and for damages which result to Her Majesty from the illegal de-

tention of said Bridges by the Defendant, with, in all cases, interest and costs of said action.

(Signed)

LEWIS T. DRUMMOND,  
Attorney General.  
J. E. TURCOTTE,  
Queen's Counsel.

Three Rivers, 10th Dec., 1852.

*Province of Canada,* } PETITION. { SUPERIOR COURT.  
District of Three Rivers. } { Domina Regina vs.  
T. H. Pacaud, Defendant.

To the Honorable Dominique Mondelet, Esquire, one of the Judges of the Superior Court of Lower Canada.

The Attorney General for that part of the Province constituting heretofore Lower Canada, respectfully sheweth: [Here follows the description of of the Bridges as mentioned in the action].

That the said Attorney General, hath on the 11th December, instant, instituted an action or law suit on behalf of the Crown against the said Theophile Hector Pacaud, Esquire, of the Parish of St. Maurice, in the County of Champlain, under the No. 394, and returnable before the Superior Court of this District, the 23rd of December, instant, in order to recover from the said Theophile Hector Pacaud, the possession of the two Bridges, house and dependencies aforesaid mentioned, which he illegally and unjustly detains. That the said action was duly served to him; that the said Bridges, house and dependencies are designated in said action, in the same manner as they are described in this petition, and are Public Works which are wanting immediate repairs for their conservation. Wherefore the said Attorney General, as he has the right by the Act 16th Vic., chap. 12, concludes that it pleases to you to order to the Sheriff of this District to place the person of Edouard Normand, Architect, of the Parish of the Cap de la Magdeleine, who is appointed to that end by the Attorney General, in possession of said Public Works, described as well in the action instituted as aforesaid, as in this petition.

(Signed,)

LEWIS T. DRUMMOND,  
Attorney General.  
J. E. TURCOTTE,  
Queen's Counsel.

Three Rivers, 13th December, 1852.

Joseph Edouard Turcotte, Advocate and Queen's Counsel, of the Town of Three Rivers, after being duly sworn upon the Holy Evangelists to say the truth, affirmed and deposeth, that he knows the two Bridges which are built over the River St. Maurice, as well as the house and other dependencies in the above petition and of the other parts described; that these Bridges, house and dependencies are Public Works and built in Lower Canada, and belonging to Her Majesty. The said deponent moreover saith that he well knows

the writing, pretences or pretentions upon and in virtue of which the said Theophile Hector Pacaud, Defendant in the action mentioned in said Petition, hath taken possession of said Bridges, house and dependencies, and holds them: and said deponent does not hesitate to swear that the said Theophile Hector Pacaud keeps the said Public Works unjustly and illegally. And said deponent further saith not and signed.

(Signed,)

J. E. TURCOTTE.

Sworn before me, one of the Commissioners to receive affidavits, at Three Rivers, this 13th day of December, 1852.

(Signed,)

Edw. Barnard, Commissioner.

Edouard Normand, Carpenter, residing in the Parish of the Cap de la Magdeleine, in the County of Champlain, in the District of Three Rivers, after being duly sworn upon the Holy Evangelist, saith and deposeseth:—To know perfectly well the two bridges situated over the River St. Maurice, in said District, divided one from the other by one of the Islands of the River called St. Christophe, and one of the Bridges by its extremity west, is situated in the Town of Three Rivers, and by its east extremity in the said St. Christophe island; and the other Bridge is situated by its east extremity in the Parish of the Cap de la Magdeleine, in the County of St. Maurice, and to its west extremity to the said St. Christophe Island, and situated in the County of St. Maurice between the said Town of Three Rivers and the Parish of Cap de la Magdeleine, with a house situated in the Town of Three Rivers, on a lot of land of about one half of an acre in superficie, bounded to the north by the bridge road, to the north east by the River St. Maurice, and to the south and southwest by Etienne Tapin, and other dependencies to the use of said Bridges. The said deponent saith and deposeseth that the two Bridges are both public and toll Bridges and Public Works, built in Lower Canada, at the expense of the Government of this Province, and as such Public Works, the property thereof belongs to Her Majesty: and said deponent further saith and deposeseth to know the pretences, in virtue of which the said Theophile Hector Pacaud Defendant in the action instituted against him for and in the name of Her Majesty, has taken possession of said Bridges, house and dependencies and holds them: and that the said Theophile Hector Pacaud holds the possession of said Bridges, house and dependencies unjustly and illegally. The said deponent further saith and deposeseth that the said two Bridges are in a bad state of repair, and that they are deteriorating and wanting of immediate repairs. The said deponent further saith not, and declared to be unable to sign his name.

Sworn at Three Rivers, this 14th December, 1852, before me, Commissioner to take and receive affidavits to be read in Court.

(Signed,)

Edw. Barnard, Commissioner.



The Government was willing immediately and without further formality to have from the Judge the order addressed to the Sheriff in order to give up to Mr. Normand the possession of the Bridges. But Mr. Pacaud petitioned the Judge, complaining of the precipitate manner with which the Government acted, and the short delay allowed to him to defend. Mr. Pacaud had secured the professional services of Col. Gogy, one of the first Lawyers of the Province, and who was unable to attend the trial on that day, on account of the bad state of the roads. He presented to the Judge the following affidavit :—

[TRANSLATION.]

Theophile Hector Pacaud, Merchant, residing in the Parish of St. Maurice, Defendant in this cause, after being duly sworn, saith and deposeth, that the action in this cause, had been served to him in this Town, on Saturday last, 11th instant, and that the 14th instant at four o'clock P.M., in his dwelling house, in the Parish of St. Maurice, at a distance of 11 miles from the Town, he has been notified to appear on the 16th instant, at 10 o'clock, A.M., before the Honorable Dominique Mondelet, one of the Judges of the Superior Court of Lower Canada, to answer to the petition in this cause made, whose object is to eject the deponent, during the pending of the action in this cause, from the possession of the two Bridges situated over the River St. Maurice, the property of said deponent. It is untrue that the Bridges described in said petition belong to Her Majesty, as erroneously sworn to by Joseph Edouard Turcotte, and M. Edward Normand, in the affidavits annexed to the petition in this cause, that though said Bridges have formerly belonged to Her Majesty, said Bridges have been since sold by Her Majesty, as represented by Her Public Officers, especially appointed and authorised by Her and by the law to that effect. And as in a conflict of affirmations, as in this instance, and where it is intended to prove to the Honorable judge, who is called to decide upon the question, that the Bridges, belong to Her Majesty ; it is necessary to establish this fact by the most conclusive proof in support of this declaration : The deponent swears in a most positive manner that he has bought the said Bridges, from Her Majesty the Queen, represented by the Honorable John Young, and Hamilton Hartly Killaly, Commissioners of Public Works, by a deed done and passed, before Mtre. Sirois and his colleague, Notaries, at Quebec, on 6th May last, by which deed a true copy of which is produced by said deponent, with this affidavit, it will manifestly appear that the Bridges have been well and truly sold to him : that after the sale to wit : On the 1st June, the said Bridges have been delivered up to said deponent, in the presence of M. Garceau, whose affidavit is hereunto annexed [see Mr. Garceau's affidavit, Page 29, in the affair of riot on the the St. Maurice Bridges, above related 15th July, 1852,] by the named Edouard Normand (who is one of the deponents upon whose

affidavit, the said petition has been issued, and who is the person proposed as guardian to the said Bridges,) on the order of Robert S. M. Bouchette, Esq., Chief Commissioner of the Royal Revenue, bearing date the 31st May last, hereunto annexed [see above for said letter, page 11] given by order of the Honorable Lewis Thomas Drummond, Attorney General, hereunto annexed, [see page 11] which said two documents annexed are true and have been signed in the presence of said deponent, and immediately after delivered up to him; the deponent denies the authority in virtue of which, Joseph Edouard Turcotte, Esquire, pretended to dispossess the said deponent from his property, honorably and legally acquired, that the said sale and delivery of said Bridges had been made a long time before the date of the Statute upon which is founded the said Petition; said Statute being law only since 10th November last. And said deponent further saith that he does not know, and cannot imagine the pretences in virtue of which it is urged to induce him to believe that these Bridges belong to Her Majesty; that he intends to bring immediately an action against Her Majesty, represented by the Commissioners of Public Works, in order to oblige them to maintain him in the possession of his aforesaid property. Wherefore fying his title, he complains of the unfair celerity of the proceedings in this cause, the said deponent concludes that at least, before Judgment be rendered upon said Petition, all proceedings be stopped till Judgment be rendered on the merits of the question—and signed.

(Signed,)

T. H. PACAUD.

Sworn before me at Three Rivers, this 18th December, 1852.

(Signed,) N. A. Duberger, }  
Commissioner. }

The Judge ordered that Mr. Pacaud be notified, in order to shew cause: this is the notice given to him:—

SIR,—Be notified that the above Petition framed upon the affidavits hereunto annexed will be presented to the Honorable Dominique Mondlet, one of the Judges of the Superior Court of Lower Canada, in order to obtain the conclusions thereof, at the Court House, in this Town, on Thursday 23rd instant at 10 o'clock, A. M., and that if you wish to shew cause against said Petition, you will have then and there to appear to that effect.

(Signed,)

LEWIS T. DRUMMOND,  
Attorney General.

J. E. TURCOTTE,  
Queen's Counsel.

Colonel Gagy went in time to Three Rivers to appear and plead for Mr. Pacaud, before the Judge; he shewed cause, title and written proof in hand that Mr. Pacaud was not illegally and unjustly in the possession of the Bridges, but that he was in possession of the same according to the Law of the Land and of all civiliz-

ed nations, that the Government Petition could not be entertained, and that the affidavits of Messrs. Turcotte and Normand were insufficient to establish the satisfaction of the Judge, that a guardian ought to be appointed during the pendency of the trial: Mr. Turcotte was Attorney of Record, and that such an affidavit as his could not be entertained: it was against the practice of the Court. Mr. Normand could not read nor write his name, and for these reasons he was not a competent witness in the matter. But although he pleaded with all the talent and reason which can be expected from a lawyer so distinguished and elevated at the bar as Colonel Gogy, the Judge thought that all that was demanded by the Government ought to be proved to his satisfaction, and the following order was addressed to the Sheriff:—

[TRANSLATION.]

PROVINCE OF CANADA, } SUPERIOR COURT, } (In the same  
District of Three Rivers. } 23rd December, 1852. } cause.)

Our Lady the Queen having been heard by Mr. Turcotte, Q. C. and the Defendant by Mr. Gogy, Advocate, after having examined the Petition presented to us, on the 13th inst., by our Lady the Queen, and the affidavits of J. E. Turcotte, Esquire, and of Edouard Normand. Whereas the said affidavits prove *to my satisfaction* that the Public Works in question, to wit: two public Toll Bridges over the River St. Maurice, divided by one of the Islands of that river, called St. Christophe, one of said Bridges is situated in the Town of, &c., [here follows the description as mentioned in the Petition] belong to Her Majesty and are illegally and unjustly detained by said defendant, it is ordered to the Sheriff of this District, to place Edouard Normand, Architect, of the parish of the Cap de la Magdeleine, being the person appointed to that effect, by the Attorney General, in possession of said Bridges and dependencies above described, to be the said Bridges and dependencies kept by said Edouard Normand, as guardian of same during the pendency of the action of our Lady the Queen, against said defendant.

(Signed),

D. MONDELET, J. S. C.

Mr. Pacaud sued the Commissioners of Public Works for £20,000, Cy., or to defend and maintain him in the possession of the St. Maurice Bridges. They pleaded that they are not under the jurisdiction of the Court of Justice. It is a queer affair that Her Majesty represented as aforesaid, should have the right to sue individuals to obtain redress for Her blunders, and that the individuals should not have the right to sue Her before a Court of Justice, to oblige Her to fulfil Her obligations! When the name of Her Majesty is used, it is a profanation of so sacred a name, if used in a limited sense, but here it does not mean Her Majesty, but only the responsible Government. The first commands the respect

and veneration of all ; for the other we have no expression to convey to the public what we must think of it.

I have laid before the Public a fair statement of all the difficulties connected with the transaction which took place respecting the St. Maurice Bridges. I have not bought it for the Municipality of Champlain, because they were not situated in its limits ; I have bought it because I have been solicited to buy it in my own and private name ; I have done all in my power to transfer it to the Municipality ; but far from being thanked for my exertions in its favor, I was exposed to be murdered, and receiving no protection from the Municipal Council in the moment of danger, and not being protected by the Government which did not punish those who were willing to take my life, at Ste. Genevieve. I say that I was bound not to depart from my private rights, and to deliver up the Bridges to the Government, it would have been an act of cowardice on my part. I know to what persecution I expose myself, in my honor and property, by publishing the above facts, but I rather prefer to expose myself to any persecution, than to submit to such violation of the law in my person. If the public take an interest in my difficulties, justice will be done to me ; and the Government will learn to act more properly in future. Personal security and private property will be better secured and defended against lawless attack ; if, on the contrary, my fellow countrymen of all origins, pass by without making known their reprobation of the Government's conduct, I will not be the last victim of their arbitrary conduct and bad faith. The success of the Government will be a stimulus to act, without care of Law and Liberty and protection due to the subject.

The Magna Charta says, that nobody shall be dispossessed of his property only by a fair trial before his countrymen ; that right guaranteed by the Great Charter has been violated by the seizure of my property without a trial. This fact is without a precedent in the British annals of legislation.

The Government assumes to redress its own acts by the Court having a right to do it ; but, when brought before the same Court of Justice to fulfil its obligation, it pretends not to be under the jurisdiction of the Court—this is not only a contradiction, but an immorality.

In addressing the English community of this Province, I beg to be excused for the many incorrectnesses of language which may be found in this little work ; but being a Frenchman I hope to be excused. When I call upon the English population, I do it without hesitation, because I know that those of British origin will do every thing in their power to protect and defend the liberty and rights of the individual ; and if they take an interest in this matter, it will be not because it is my affair, but because it involves the highest principle of liberty and individual protection.

T. H. PACAUD.

Montreal, February, 1853.

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## ERRATA.

- Page 10, line 15, instead of *Carey* read Cary.
- Page 14, line 1, instead of *raise* read adjourn.
- Page 22, line 7, instead of *26th March*, read 22nd June.
- Page 30, line 13, instead of *26th June* read 22nd June.
- Page 30, line 17, instead of *31st May* read 23rd July.
- Page 32, line 35, instead of *he declares to know no more and hath signed* read, he declares to not know to sign his name.
- Page 37, line 40, instead of *six hundred and two* read six thousand six hundred and two.
- Page 38, line 3, instead of £19,000 read £1,900.
- Page 43, line 31, instead of the *Notice signed by Messrs. Drummond & Turcotte*, read, ordered *avant de faire droit* that the above Petition and the documents of the other parts, be signified to the said Defendant, with a notice to appear before us on Thursday, the 15th instant, at ten o'clock in the forenoon, at the Court House, in this Town, to give his reasons, if he has any to give, against this Petition.
- Three Rivers, 14th December, 1853.
- (Signed,) D. MONDELET, J. S. C.
- Page 44, line 12, instead of *the Judge thought that all that was demanded by the Government ought to be proved*, read, the Judge adjudged all that was demanded by the Government to be proved.
- Page 44, line 16, instead of *23rd December* read 18th December.

