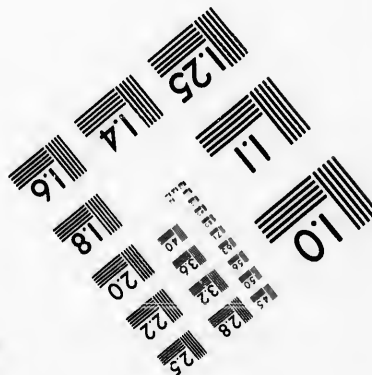
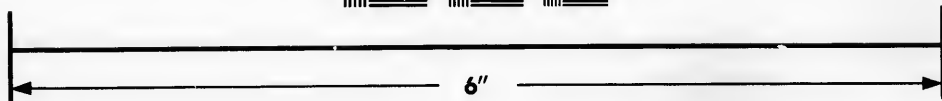
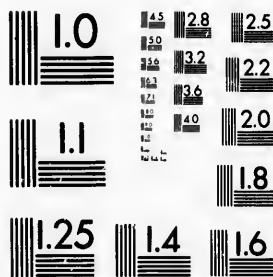


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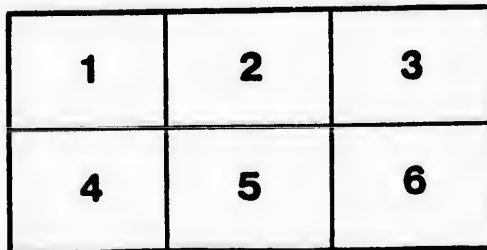
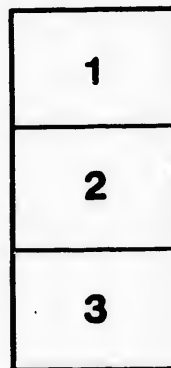
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C A S E
OF THE
URSULINE PROPERTY
AT
L'ANCE-DES-MÈRES.



Case of the Ursuline Property at L'Ance des Mères.

IN 1832 Mr. John Fraser of Quebec, purchased from the Ursuline Nuns, a certain property situate on the River St. Lawrence, at a place called L'ance des Mères, near Quebec, and on the 28th September in that year he petitioned the Governor for a commutation of the Tenure, the property being within the *Censive* of His Majesty.

After an inquiry into the Title of the Nuns, which occupied a period of nearly three years, the matter was finally decided by two Reports of the Executive Council, dated 31st July and 3d September, 1835—[See *Appendix A & B.*]—recommending that the prayer of Mr. Fraser's petition should be granted for that part of the property situate above high-water mark only, and that the other part, below high-water mark, being the Beach, (the Nuns' title to which was objected to,) should be granted to him on his engaging to pay an annual rent to the Crown, to be calculated on the amount of its value at six per Cent. The Government, as is usual in such cases, called on Mr. Fraser to appoint an arbitrator to meet one that the Government would name, to value the property above and below high-water mark, to ascertain what sum Mr. Fraser should pay for a grant of the whole in free and common socage. Mr. Fraser appointed Mr. Robert Wood, and the Government appointed Mr. William Phillips, and two Instruments [See *Appendix C. & D.*] were executed by Lord Gosford, which state, that the Government and Mr. Fraser had mutually agreed that these gentlemen should value the property, to ascertain what sum Mr. Fraser should pay, and that their award should be "*definitive.*"

The Arbitrators sent in their award 22d October, 1835. [See *Appendix E. & F.*] valuing the property above high-water mark at £2,224, and the property below high-water mark, exclusive of the improvements, at £285, which award was received and accepted by both parties without objection or comment, and immediately acted on by the Government peremptorily demanding, and by Mr. Fraser paying the sum of £222 for the commutation of the land above high-water mark, being 10 per Cent. on the £2,224, the amount of the Arbitrators' valuation of that part of the property, and Letters Patent were issued accordingly in Mr. Fraser's name.

The Government continued with every appearance of sincerity and good faith to fulfil the remainder of the award, by ordering Letters Patent to be engrossed for the grant of the remainder of the property below high-water mark, and the Government Officers demanded their fees on this Patent *in advance*, which was also paid, amounting to £251 7. 6., and the Patent was engrossed accordingly, containing the amount of rent payable on the Arbitrators' valuation at 6 per Cent. and laid before Lord Gosford for signature; but to the surprise of the parties interested, on applying for the Patent, they were told that it was not executed, and they were kept in a state of suspense until May, 1836, when an approved Report of Council was delivered to them, dated 16 Jan., 1836, [See *Appendix G.*] by which the Council recommended the Governor to increase the Arbitrators' valuation to two pence per superficial foot, which would amount to about £3,500; on the grounds, as stated in the Report, that in the opinion of the Council the property had evidently been undervalued.—This gross act was committed *after* the Government had received £222 of the money of these parties by virtue of that very award which the Council now recommended the Governor to set aside, and after the Government Officers had received in advance the sum of £251 for their fees on the yet unexecuted Patent.

During the inquiry into the title of the nuns, Mr. Fraser sold his rights to John Bonner and William Petry, allowing them to prosecute the business to a conclusion in his name, and they, placing confidence in the report of Council of 31st July, 1835, had by this time expended nearly £3,000 in improvements on the premises, and by this refusal of the Government to abide by the award of the arbitrators, after obtaining their money on the promise of agreeing to it, they found themselves placed in a situation of extreme difficulty, and from which they knew not how to extricate themselves,—to abandon the property after expending £3,000 upon it, or to accept it on the Council's valuation were both equally ruinous.—On the 26th April, 9th and 16th May, 1836, they sent in firm remonstrances against the injustice of the Government in refusing to abide by the award of the arbitrators, and after being kept in a state of anxious suspense, hardly to be described, for eight months longer, in the month of September following an approved report of Council of 27th June, 1836, (See *appendix, H.*) was delivered to them, in which the Council recommended that the valuation should be reduced to £1,293 6 9. which is stated to be in proportion to the valuation of the adjoining property recently granted to Mr. J. S. Campbell.

Before this report of the 27th June, 1836, was communicated to Bonner and Petry, and while they were ignorant of its existence, they were sent for in the month of September, 1836, by Mr. Walcott, Civil Secretary, who informed them, that the ultimatum of the Government

was, that the beach in question would be granted for an annual rent of about £80, and required to know if it would be accepted, when they replied:—"We never can give such a sum for it," and on his saying it was valued in proportion to Mr. Campbell's beach, Bonner and Petry said, "If that is the case, we will accept it."

As it now became necessary to engross a new Patent with the new valuation, and cancel the old one, containing the arbitrators' valuation, and which was in Mr. Fraser's name, it was suggested that two patents might be prepared granting half the property to Mr. Bonner and half to Mr. Petry in their own names, and with extraordinary speed two patents were issued accordingly, dividing the rent between them, being 6 per cent. on the Council's valuation, of £1,293 6 9.

Bonner and Petry now made it their business to enquire into the rule of valuation applied to Mr. Campbell's property, but the award of the arbitrators in that case, which is usually attached to the patent in the Provincial Secretary's office, was not to be found; after some difficulty, however, they obtained from Mr. Freer, one of the arbitrators on that occasion, a copy of the award which he had fortunately preserved, and now kindly gave up. (See Appendix 1.)

By this award, after taking into consideration the sum Mr. Campbell had laid out in Improvements, and the rent of £37 10s. that he paid to the nuns, the arbitrators awarded, that he should pay to the Crown a rent of £10 per annum, which represents a capital of £166 13s. 4d. Mr. Campbell's property is six arpents front, and extends in depth from low water mark to the foot of the cliff, including all the land and houses above high water mark; the property of Bonner & Petry is 9½ arpents front and extends in depth from low water mark to high water mark *only*, and in the opinion of the Executive Council £1293 for 9½ arpents is in proportion to £166 13s. 4d. for six arpents,—but absurd as such a statement is, it is still more so, when the fact is taken into consideration that the Government had, only nine months before, by virtue of the arbitrators' award, demanded and received from Bonner & Petry, £222 for the commutation of *their* land and houses *above* high water mark, and in Mr. Campbell's case *his* land and houses *above* high water mark were all included in the valuation of £10 per annum. As the Executive Council no doubt found it difficult to make it appear that £1293 for 9½ arpents was in proportion to £166 for 6, they state in the report, 27th June 1836, that Mr. Campbell pays a rent of £37 10s. to the Nuns, and that he had expended a large sum to make his property available, and that in consequence of this expenditure, and rent to the Nuns, that £166 13s. 4d. was therefore an equitable valuation for his property. This statement and the inference are perfectly correct, but what it is just to give to one individual, it is unjust to withhold from another under similar circumstances; and in Bonner and Petry's case, neither their rent to the Nuns of £40 per annum, nor their expenditure of nearly £3000 to make their property available, nor even the fact of their property extending only to high water mark instead of the foot of the cliff, as Mr. Campbell's did, are noticed at all, no reduction is made in their valuation in consequence, although the Council thought it just to do so in Mr. Campbell's. This attempt, then, to make it appear that in consequence of Mr. Campbell's expenditure and his rent to the nuns, the Council's valuation of Bonner and Petry's property is thereby brought to the proportion of Mr. Campbell's, is a lamentable failure. If Bonner and Petry's property was the same depth as Mr. Campbell's its real value in proportion to Mr. Campbell's would be thus: If the value of 6 arpents front is £166 13s. 4d. the value of 9½ arpents front would be £277 15s. 6d. the valuation then on which these grants were tendered to Bonner and Petry by Mr. Walcott and by report of Council 27th June, 1836, after the Council had set aside the arbitrators' award, and at which valuation *only* Bonner and Petry accepted them, is £277 15s. 6d. and it is a singular proof of the correctness of the arbitrators' valuation of Bonner and Petry's property, that it is within £7 of the proportionate value fixed by the arbitrators in Mr. Campbell's case, in fact the arbitrators in both cases came within £7 of each others valuation.

By the exercise of the arbitrary power of the Council in refusing to fulfil the award of the arbitrators, Bonner and Petry were now obliged to abandon the maintenance of their claim for the fulfilment of that solemn agreement, as the established law Courts of the Province would afford them no redress against the Crown or its officers, but they lost no time in pointing out to Mr. Walcott that their property had *not* been valued in proportion to Mr. Campbell's, as he had represented when he offered and they accepted it; but Mr. Walcott would not listen to this remonstrance, and said the business was finished and he would not bring it before the Council again. Bonner and Petry, however, sent in another remonstrance on the 2d September, 1837, but which was never noticed or the receipt of it acknowledged, and a few days before Lord Gosford left the Province the parties obtained, with much difficulty, a short note from the Civil Secretary stating that Lord Gosford had been unable to give the matter further consideration from the pressure of more important business. Sir John Colborne's residence in Montreal prevented it being brought before him. On Lord Durham assuming the Government of the Province, a memorial was presented by Bonner and Petry, and Mr. Buller, Chief Secretary, was disposed to enter into

the case, but some influence was exercised that induced him to decline it. On the first visit of the present Governor to Quebec, the parties sent in a memorial claiming a reduction in the rent of their property, on the grounds of the error in its valuation, as compared to Mr. Campbell's, and succeeded in bringing the case once more before the Council; and on 17th November, 1840, they were furnished with an approved report of Council dated 8d August, 1840. (*See Appendix K.*)

A momentary glance at this Report will shew that it contains most grave misrepresentations, not only in what is stated therein but in what is suppressed.

The first inaccuracy is in stating that Mr. Fraser's application for a grant of this property was in 1834. Mr. Fraser's petition is dated 28th September, 1832. The Report proceeds to state that Mr. Fraser having sold his rights to Bonner and Petry, they applied in 1836, to be substituted in his stead. The natural consequence of this naked statement, unaccompanied with any information as to the previous arbitration and award, is to induce a belief in the mind of a new Governor that Bonner and Petry's petitions of 14th September and 16th December, 1836, to have their own names inserted in the patents instead of Mr. Fraser's were new applications, independent of and distinct from Mr. Fraser's, and having no connexion therewith, although the Council admit, by their own Report, that Bonner and Petry had purchased Fraser's rights, one of which rights was to have given to them, what the Government had covenanted to give to Mr. Fraser, in consideration of which they had received Bonner and Petry's money, and the only cause of these applications from Bonner and Petry was, in consequence of its being necessary to engross a new Patent it was suggested that their names might be inserted in it instead of Fraser's. The report next states that it is strange that Bonner and Petry should now complain of the terms of the grants to which they had before acceded. Bonner and Petry solemnly and firmly deny this assertion of the Council that they ever acceded to these terms, and it has already been shewn that they never ceased to remonstrate, not only against the injustice done to them, by the Government refusing to fulfil the award of the arbitrators, but also against the erroneous valuation of their property as compared to Mr. Campbell's; in corroboration of which they refer to their memorials of 26th April, 11th and 16th May, 1836, their private remonstrance to Mr. Walcott, Sept. 1836, their memorial of 2d Sept. 1837, their petition to Lord Durham, 12th June, 1838, and lastly their Petition to the present Governor, July, 1840. As well may it be said that the person who is compelled by force to give up his property on the illegal demand of another who threatens and has the power to take it, accedes to that demand. The only thing they ever acceded to (and that was extorted from them by the threat of Mr. Walcott, that the grants would be refused altogether unless his offer was accepted,) was to pay, for their grants, in the same proportion that Mr. Campbell paid for his, and they have already shewn what that proportion is,—they were told, that unless they took the grants on these terms, they should not have them on any other, and they *did* take them on a representation respecting Mr. Campbell's property, which has turned out to be incorrect, (to say the least of it) and they have a right, and will exercise it, of refusing to pay what they never acceded to.

The report next states that the Council deems it right, for the Governor's information, to meet the arguments of Bonner and Petry contained in the Petition of July, 1840, by stating that the sum of £13 6s. 4d. the interest on £725 paid by them for the commutation of the land above high water mark, is quite distinct from the Beach, and therefore that this sum must not be considered in estimating the value of the Beach; but it would only have been fair if the Council had also stated for the Governor's information, that the £166 13s. 4d. at which Mr. Campbell's property was valued, included the land and houses above high water mark, for which Bonner and Petry in their case had paid this £222. If the value of Mr. Campbell's land above high water mark is not distinct from *his* Beach, Bonner and Petry's cannot be made distinct from *their* Beach; or if Mr. Campbell's property includes a space above high water mark which Bonner and Petry's does *not*, there can be no proportion between the valuations of the two properties,—it would, in fact, be valuing a *part* of Bonner and Petry's property in proportion to the *whole* of Mr. Campbell's, which is contrary to the words of the report of the 27th June, 1836.

The report next says that the Crown has nothing to do with the rent Bonner and Petry pay to the Nuns. This is a palpable contradiction to the Council's own words in the report of the 27th June, 1836, which says that "Bonner and Petry shall have the benefit of the same rate of valuation that was applied to Mr. Campbell's case." That rate of valuation is distinctly stated in the report to be, that in consideration of Mr. Campbell's rent to the Nuns of £37 10s., his rent to the Crown shall be reduced or mitigated to £10; and to give Bonner and Petry the benefit of the same rule, their rent to the Crown must also be reduced or mitigated in consideration of their rent to the Nuns of £40, and if it is not so reduced, another rule has been applied to their case, and not the one applied to Mr. Campbell's. To say then that Bonner and Petry shall have the benefit of this rule, and also to say that the Crown has nothing to do with their rent to the Nuns, is to refuse the rule altogether, and to make one report contradict another: and it would appear that the Council were suspicious of this contradiction, as the report goes on to state that Mr. Campbell's was a *very* special case, and cannot

be drawn into a precedent to govern other cases. This may be quite true, but *very* special as the Council say Mr. Campbell's case was, they made Bonner and Petry's case equally special by their own report of 27th June, 1836, and took Mr. Campbell's case as a precedent for acting on theirs, which was the least they could do, after the very unjustifiable act of refusing to fulfil the award of the arbitrators; but as to any difference between the two cases in point of title, there was none—the Government denied the title of the Nuns of the Hotel Dieu to Mr. Campbell's Beach, as they did the title of the Ursulines to Bonner and Petry's. Mr. Campbell held his property on a long lease from the Nuns, and applied for deep water grants in front of it, which the Government agreed to give, as well as the Beach to the foot of the cliff, on his stipulating to pay such yearly rent to the Nuns as he and they might agree on, for any claims the Nuns might have for a preference. Ultimately Mr. Campbell and the Nuns agreed on the rent of £37 10s., and this agreement is noticed in Mr. Campbell's Patent. In Bonner and Petry's case they also purchased through Mr. Fraser, any claims the Nuns might have for a preference of a grant of their Beach, for which they now pay the Ursulines a rent of £40 per annum. In fact the two cases were so precisely similar, that whatever rule or condition could justly be applied to one case could with equal justice be applied to the other, and it is evident by the report of 27th June, 1836, that this was the opinion of the council *then*, although they have expressed a contrary opinion by the report of 3d August, 1840.

In calling attention to the arbitrary exercise of the power of the Council, in refusing to abide by the award of the arbitrators, after the government had by virtue of it received the £222 for the commutation of the land above high water mark, it is necessary to advert once more to the statement of the Council in the report of 3d August, 1840, that the commutation of the land above high water mark is quite distinct from the Beach, but they use no arguments in support of this statement; it rests solely on their bare assertion; and is as incorrect as many other statements in that report. The two Instruments executed by Lord Gosford, appointing the arbitrators, and to which Mr. Fraser formerly consented, distinctly state, that the government and Mr. Fraser had mutually agreed that Mr. Phillips and Mr. Wood should value the land above and below high water mark, in order thereby to ascertain what Mr. Fraser should pay for a grant of the whole in free and common socage. These Instruments are dated the same day, and were delivered together to these gentlemen, and they, following their instructions, valued the two parts of the property as grants to one individual, and with reference to the connexion with, and contiguity of one part to the other; but if they had been told that the part below high water mark would not be granted at their valuation, it is evident that their valuation of that part above high water mark must have been very different, for it is comparatively of no value to any other person than the proprietor of the land below high water mark; or if the government had explicitly declared before they received the £222, that they would not grant the Beach at the arbitrators' valuation, most certainly the parties would not have accepted the land above high water mark at the arbitrators' valuation, nor would they ever have taken the trouble to petition for a change of tenure of a property which consists of an almost perpendicular cliff, with a few wooden huts at the foot of it; but trusting to an Instrument, signed by the representative of their Sovereign, they have paid their money for that which has never to this hour been delivered to them. If the parties had acted as the government has done, and had refused to abide by the award of the arbitrators after accepting, and acting upon it, there is no doubt the Crown could compel them by law to fulfil their agreement; but altho' the Crown could sue these parties, they could not sue the Crown, the moral obligation, however, ought to be as binding on the Crown, as the legal obligation was on them. To say then that the valuation of the land above high water mark is distinct from the valuation of the Beach, is incorrect and improper. It is indissolubly connected therewith, and the grant of the Beach at its valuation, was consequent and imperative on the grant of the other part; and the moment the government touched the £222 for the grant of one part, the grant of the other part became irrevocable, because that sum would not have been paid if the government had not promised by Lord Gosford's Instruments, to grant that other part also.

The reason assigned by the Council for recommending the violation of a solemn arbitration entered into between the Crown and a subject, is a broad assertion in the report of 16th Jan'y. 1836, that the Beach had evidently been undervalued. This assertion is an imputation on the honor of two gentlemen than whom there are not in this community more respectable or more conversant with the value of Beach property; and it is a singular proof of the correctness of their judgement, that they have come to within £7 per annum of the proportionate value of Mr. Campbell's property adjoining, which was valued by Mr. Freer and Mr. Davidson.

Among the Members of the Executive Council who hazarded this bold assertion, there is not one practical man; from their previous pursuits in life they have had no opportunity of acquiring any knowledge of such matters, and they are altogether incompetent to form a correct judgement of the value of Beach property at the Coves. And yet they have presumed to question the motives and the judgement of honorable and practical men. A proof of the Council's ignorance of such matters, is exhibited in the same report of 16th Jan'y. 1836, in which they recommend that the Beach in question should be valued at 2d. per superficial foot, which is the price government demands for small isolated lots called deep water lots, contain-

ing about 3000 superficial feet, on which lots Piers are built where ships moor and load in deep water. The Council thus applied the value of deep water lots to a rocky, barren, and unimproved Beach. At this price Mr. Campbell's Beach would amount to about £2300, Bonner and Petry's to about £3500, and Mr. Gilmour's Beach of Wolfe's Cove, which the same Council granted for 5s. per annum, to about £10,000. This absurd valuation the Council reduced by their report of 27th June, 1836, to £1293, which is an admission of their own incorrectness; and the latter valuation is quite as incorrect in principle as the former, as it is £1008 more than the arbitrators' valuation, and £1016 more than the proportionate value of Mr. Campbell's property. Even allowing that the Council were correct in saying that Bonner and Petry's Beach was undervalued, and that they had a right to place their own valuation on it, Bonner and Petry had the same right to say that the land above high water mark was overvalued, and to place their own valuation on it, and insist on the government granting it at such valuation. One party had as much right to alter the award as the other; but whether either part of the property was undervalued, or overvalued, neither one party nor the other had a right to alter the valuation; each party had committed his interest to the arbitration of two honorable men, and neither one party nor the other could refuse to abide by their decision, without violating a principle of common honesty. But how much more aggravated is this violation, when one party has paid, and the other received part of the money awarded by this arbitration, thus broken by the mere power of the stronger party.

It is not the province of Bonner and Petry to enquire into the motives of the Council in thus pertinaciously adhering to a wrongful course; it is to be presumed that those motives were pure, that they were actuated by a conscientious desire as servants of the Crown, faithfully to fulfil a public duty,—to protect the revenue,—to guard against improvident grants, and by giving honest and good advice to the Governor, according to their best judgment, to assist him in administering the government with honor to the Crown, and with impartiality and equal justice to all. Such being the motives which it is presumed actuated the Council in their decision in this unprecedented case, a most extraordinary instance of their defective judgment occurred in a similar case, while this case of Bonner and Petry was before them, which in its consequences will be most prejudicial to the interests of the crown.

Messrs. Pemberton Brothers, and Messrs. Sharples & Son, are occupiers of extensive beach lots, and large tracts of land above high water mark, situate at Sillery Cove, being part of the Jesuits estates. These lots are leased to them by the Crown, and the leases have now about 16 years to run, during the last 14 years of which they pay a rent to the Crown of about £350. On the 23d July, 1835, these parties petitioned for grants of deep water lots *in front* of their beaches, and the Council recommended that the same should be granted, and Letters Patent were executed accordingly by Lord Gosford, on the 28th day of December, 1835, granting the said deep water lots *for ever*, for an annual rent to the Crown of *fifty dollars*, while Fraser's Patent that was laid before Lord Gosford on the 23d Dec. 1835, five days before Messrs. Pembertons and Sharples, has never yet been executed. The consequence of these grants will be, that whatever may be the value of these Beaches at the end of the leases, the amount will be lost to the Crown, as no person will give any thing for the Beaches, when the deep water lots in front are in possession of another, as the front may be so blocked up by the ships of Messrs. Pemberton and Sharples, that there will be no access to the Beaches by water. Messrs. Pemberton and Sharples can make such a disposition of their ships at their own wharves as will allow *them* to have egress and ingress to the Beaches for passing timber, but other persons who might wish to lease the Beaches cannot do so, nor can they control Messrs. Pembertons and Sharples in the disposition of the ships at their own wharves; these Beaches will therefore be useless as places of deposit for rafts of timber to any other person than the proprietors of the deep water wharves in front, and these gentlemen will have a right to take advantage of their deep water grants, and pay only such nominal rent for the Beaches as they please.

The probable value of these Beaches at the end of the leases may be estimated by the rent of £600, at which the adjoining Beach lot was leased by the Crown to Messrs. Campbell and LeMeaurier about two years ago, it may therefore be fairly calculated that the Beaches of Messrs. Pembertons and Sharples will be worth at least £1000 per annum at the end of the leases, which large sum is thus sacrificed for 50 dollars by an improvident grant of the Council, made to these favoured individuals in the same week, and almost on the same day that Fraser's grant was refused, for a property that never yielded a shilling of revenue to the Crown before, and but for the expenditure of the money of Fraser's representatives, would never have yielded a shilling for the future. It requires the utmost stretch of the imagination to believe it possible, that the same Council who could consider they were doing their duty as faithful servants of the Crown in making a grant by which Crown Revenue would be thus lavishly sacrificed, for

the benefit of one party, could, almost at the same moment refuse the same thing to another party, by the granting of which the Crown Revenue would be augmented, and more particularly when all the circumstances attending the latter case are taken into consideration; but inexplicable as it appears, it is a fact. As the motives of the Council are not to be imagined, this transaction exhibits a deficiency in judgment so gross, that it ought to alarm both the Crown and its subjects, whose interests are submitted to their controul. To imagine that these grants to Messrs. Pemberton and Sharples were obtained by surprise is impossible, as it happens that the present Chairman of the Executive Council holds at the same time the two offices of Master or Chairman of the Trinity Board, and Commissioner for the management of the Jesuits' Estates. As Chairman of the Trinity Board, to which body all applications for grants of this nature are referred, he must have reported favourably on Messrs. Pemberton and Sharples' petitions, and when he was doing so, and also when he was in his office of Executive Councillor recommending the Governor to make the grants, he must have known, he had the means of knowing, and it was his duty to know, as Commissioner of the Jesuits' Estates, that he was committing an act by which a large amount of the revenue of those estates (which it was his duty as a faithful Steward to protect and augment,) would ultimately be sacrificed.

In firmly resolving never to submit to injustice, it is fortunate for Bonner and Petry that there is a higher power in the Province than the Executive Council, and in appealing to that power they are doing their duty to themselves, and the community, by bringing under the notice of the representative of their sovereign, the acts of public men, which have a tendency to destroy that feeling of security in person and property, which has hitherto happily existed in all parts of the British dominions, and to bring Her Majesty's government into contempt and disrepute. In doing so, they merit the protection and support of the Crown, and the encouragement of their fellow subjects.

JNO. BONNER,
WM. PETRY.

Quebec, 30th December, 1840.

APPENDIX.

A.

EXTRACT of a Report made by a Committee of the Executive Council, dated 31st July, 1835, on the Memorial of Mr. Fraser, and the Ursuline Nuns, approved by His Excellency the Governor in Chief.

The Committee having carefully perused, and on different occasions deliberated upon the various papers connected with the application of Mr. Fraser, and the Ladies of the Ursuline Convent, and also of Mr. James Reynar, respecting the Beach lot at L'Ance des Mères, claimed by Mr. Fraser, under a conveyance made to him by the Ursuline Nuns, and having had particularly under consideration the report made by the Attorney General, on the 21st Oct. 1834: They humbly recommend to your Excellency, that Mr. Fraser do obtain a grant from the Crown, of the beach or space between high and low water mark, along the whole front of the property acquired by him at L'Ance des Mères from the Ursuline Nuns, upon the following terms and conditions, viz: That after the said beach, with all the improvements thereon shall have been valued in the usual manner, Mr. Fraser shall pay an annual rent, to be calculated on the amount of such valuation at the rate of six per cent. thereon, and upon the other usual terms, reservations and conditions, provided that Mr. Fraser do take up the Letters Patent for such grant, within six months from the time of your Excellency's approval of this report.

Should your Excellency approve of this recommendation, the Committee conceive that it disposes sufficiently of Mr. Reynar's claim to a part of the beach in question, and the improvements thereon, and they therefore conceive it to be unnecessary at present to submit to your Excellency any particular report thereon.

Certified,

(Signed) GEORGE H. RYLAND.

B.

EXTRACT of a Report made by a Committee of the Executive Council, dated 3d September, 1835, on the petition of Messrs. Stuart & Black, praying that Mr. Fraser may obtain a commutation of that part of his Lot at L'Ance des Mères, which is above high water mark, referred to the Executive Council by His Excellency Lord Aylmer, on 17th August, 1835. Approved by His Excellency the Governor in Chief in Council, 12th November, 1835.

The Committee recommend that Mr. Fraser obtain a change of Tenure of the premises held by him at L'Ance des Mères, between high water mark and the cape, on the usual terms and conditions, and subject to the free use by the public of a road along the line of Beach.

Certified,

(Signed) GEORGE H. RYLAND.

C.

INSTRUMENT appointing William Phillips, Esquire, an Expert on behalf of the Crown to value certain property (the Beach) at L'Ance-des-Mères, belonging to John Fraser, Esqr.

Province of }
Lower Canada. }

GOSFORD.

By His Excellency the Right Honorable Archibald Earl of Gosford, Baron Worthingham of Beccles in the County of Suffolk, Captain General and Governor in Chief in and over the Provinces of Upper and Lower Canada, Vice Admiral of the same, and one of His Majesty's most Honorable Privy Council, &c. &c. &c.

To all to whom these presents shall come or whom the same may in any wise concern —Greeting.

FIVE.
Recorded in the Register's Office of the Records at Quebec, the 7th day of October, 1835, in the fourteenth Register of Letters Patent and Commissions, Folio 322.

D. DALY, Reg.

WHEREAS John Fraser, of the City of Quebec, in the County and District of Quebec, merchant, by his Petition to me in this behalf, hath represented that he holds of His Majesty à titre de cens, a certain Lot of Land and Beach in the neighbourhood of the City of Quebec, at the place called L'Ance-des-Mères, in the Province of Lower Canada, to wit, all that lot of Land and Beach in the neighbourhood of the City of Quebec, at the place called L'Ance-des-Mères; from high water mark to within three feet from the ridge of the Cape below that part of the ridge in which cattle may pasture, consisting of nine arpents and a half or thereabout in front, between the land of the Honorable Henry Caldwell on one side, and that of the Hotel Dieu on the other, of which said Lot of Land and Beach he the said John Fraser is seized as the true and lawful owner thereof, with power legally to alienate the same; And whereas the said John Fraser hath made application to His Majesty for a grant of the Beach Lot or space extending from high water mark in front and upon the whole width of the ground by him possessed, hereinbefore described, and being desirous of holding the said Lot of Land and Beach in Free and Common Socage, hath prayed in pursuance of the Statute in such case made and provided, that he may receive from His Majesty a fresh grant thereof, to be holden in Free and Common Socage, in like manner as Lands are now holden in Free and Common Socage in that part of Great Britain called England, subject nevertheless to such conditions as to His Majesty, the Governor, Lieutenant Governor or person administering the Government of this Province shall seem just and reasonable. And whereas for determining the sum of money to be paid to His Majesty, His Heirs and Successors, it has been thought expedient that the value of the said lands and tenements be ascertained and determined by Experts, to be nominated and appointed as well by the said Petitioner as on behalf of His Majesty. And whereas the said Petitioner hath by an Instrument in writing executed before Gluckencyer and another, Public Notaries, and bearing date the 28th day of September, one thousand eight hundred and thirty five, nominated and appointed Robert Wood, of the City of Quebec, merchant, to be an Expert, on his behalf for ascertaining and determining the value of the said Lot of Land and Beach, and hath in and by the said Instrument covenanted and agreed that by the said Robert Wood and such Expert as may be nominated and appointed on behalf of His Majesty, and if the said Ex-

pers should differ in opinion, then by the said *Experts* and such third *Expert* as may by them be appointed for that purpose, or any two of them, the value of the said Lot of Land and Beach for the purpose of such commutation as aforesaid, shall be *definitively* ascertained and determined. Now Know Ye, that to the end that the said Petitioner may have the benefit of such commutation, and for the purpose of ascertaining the value of the said Lot of Land and Beach in that behalf, I have nominated and appointed, and by these Presents do nominate and appoint William Phillips, of the City of Quebec, Esquire, to be an *Expert* on behalf of His Majesty, for ascertaining and determining in conjunction with the said Robert Wood the value of the said Lot of Land and Beach, and in case the said William Phillips and the said Robert Wood shall differ in opinion respecting such value, I do on behalf of His Majesty authorize and empower them to name a third *Expert*, by whom, in conjunction with the said William Phillips and the said Robert Wood, or by any two of which three *Experts* the value of the said Lot of Land and Beach shall be *definitively* ascertained and determined.

Given under my Hand and Seal at Arms, at the Castle of Saint Lewis, in the City of Quebec, in the said Province of Lower Canada, the seventh day of October, in the year of our Lord one thousand eight hundred and thirty five, and in the sixth year of Her Majesty's Reign.

By His Excellency's Command.

D. DALY, Secy.

D.

INSTRUMENT appointing Wm. Phillips, Esquire, an *Expert* on behalf of the Crown, to value certain Property (the Land above high water mark,) at *L'Ance-des-Mères*, belonging to John Fraser, Esquire.

Province of }
Lower Canada. }

GOSFORD.

By His Excellency The Right Honorable Archibald Earl of Gosford, Baron Worlingham, of Beccles, in the County of Suffolk, Captain General and Governor in Chief in and over the Provinces of Upper Canada and Lower Canada, Vice Admiral of the same, and one of His Majesty's most Honorable Privy Council, &c. &c. &c.

To all whom these presents shall come or whom the same may in any wise concern—GREETING.

FIAT.

Recorded in the Registrar's Office of the records at Quebec, 7th day of October, 1835, in the fourteenth Register of Letters Patent and Commissions—Folio 320.

D. DALY, Reg.

WHEREAS John Fraser of the City of Quebec, in the County and District of Quebec, Merchant, by his Petition to me in this behalf hath represented that he holds of His Majesty à titre de cens a certain Lot of Land and Beach in the neighbourhood of the City of Quebec, at the place called *L'Ance-des-Mères*, in the Province of Lower Canada, to wit, all that Lot of Land and Beach in the neighbourhood of the City of Quebec, at the place called *L'Ance-des-Mères*, from high water mark to within three feet from the ridge of the Cape, below that part of the ridge in which cattle may pasture, consisting of nine arpents and a half or thereabouts in front, between the land of the Honorable Henry Caldwell on one side and that of the Hotel Dieu on the other, of which said Lot of Land and Beach he the said John Fraser is seized as the true and lawful owner thereof, with power legally to alienate the same, and being desirous of holding the said Lot of Land and Beach in Free and Common Socage, hath prayed in pursuance of the Statute in such case made and provided, that he may receive from His Majesty a fresh grant thereof to be holden in Free and Common Socage, in like manner as Lands are now holden in Free and Common Socage, in that part of Great Britain called England, subject nevertheless to the payment to His Majesty by the said Petitioner of such sum or sums of money as and for a Commutation for the lines and other dues which are and would be payable to His Majesty by reason of the tenure under which the said Lot of Land and Beach is now held as aforesaid, and to such conditions as to His Majesty or the Governor, Lieutenant Governor or person administering the Government of this Province shall deem just and reasonable. And whereas for determining the sum of money to be paid as and for the Commutation aforesaid, it has been thought expedient that the value of the said Lands and tenements be ascertained and determined by *Experts*, to be nominated and appointed as well by the said Petitioner as on behalf of His Majesty. And whereas the said Petitioner hath by an Instrument in writing executed before Gluckemeyer and another

public notaries and bearing date the thirteenth day of August, one thousand eight hundred and thirty-five, nominated and appointed Robert Wood, of the City of Quebec, merchant, to be an *Expert* on his behalf for ascertaining and determining the value of the said Lot of Land and Beach, and hath in and by the said Instrument covenanted and agreed that by the said Robert Wood and such *Expert* as may be nominated and appointed on behalf of His Majesty, and if the said *Experts* should differ in opinion, then by the said *Experts* and such third *Expert* as may by them be appointed for that purpose or any two of them, the value of the said Lot of Land and Beach for the purpose of such Commutation as aforesaid shall be definitively ascertained and determined. Now Know Ye, that to the end that the said Petitioner may have the benefit of such Commutation, and for the purpose of ascertaining the value of the said Lot of Land and Beach in that behalf, I have nominated and by these presents do nominate and appoint William Phillips, of the City of Quebec, Esquire, to be an *Expert* on behalf of His Majesty, for ascertaining and determining in conjunction with the said Robert Wood, the value of the said Lot of Land and Beach, and in case the said William Phillips and the said Robert Wood shall differ in opinion respecting such value, I do on behalf of His Majesty authorize and empower them to name a third *Expert*, by whom in conjunction with the said William Phillips and the said Robert Wood, or by any two of which three *Experts* the value of the said Lot of Land and Beach shall be definitively ascertained and determined.

Given under my Hand and Seal at Arms, at the Castle of St. Lewis, in the City of Quebec, in the said Province of Lower Canada, the seventh day of October, in the year of our Lord one thousand eight hundred and thirty-five, and in the sixth year of His Majesty's Reign.

By His Excellency's Command,

D. DALY, Secy.

E.

Award of Experts on Mr. Fraser's Lot at L'Ance des Mères, above high water mark.

The undersigned *Experts*, acting by virtue of the authority delegated to them respectively, that is to say, William Phillips, Esquire, appointed by instrument dated the 7th day of October, 1835, under the hand and seal of His Excellency the Right Honorable the Earl of Gosford, Captain General and Governor in Chief in and over the Provinces of Upper and Lower Canada, and Vice Admiral of the same, to be an *Expert* on behalf of the Crown, and Robert Wood, Esq. nominated by John Fraser, Esq. proprietor of that lot of land and beach in the neighbourhood of the City of Quebec, at the place called L'Ance des Mères, from high water mark to within three feet from the ridge of the cape, below that part of the ridge in which cattle may pasture, consisting of nine arpents and a half or thereabouts in front, between the land of the Honorable Henry Caldwell on one side, and that of the Hôtel Dieu on the other, lying within the *censive* of His Majesty; as *Experts* for determining the value to be placed upon the lot of land in question, and the improvements thereon, with a view to the Tenure under which it is now held being changed to that of free and common soccage:

Report, that having proceeded to the examination and enquiry for the purpose of determining the value of the lot of land above described, with all the improvements, and having fully and maturely considered the value per arpent, which it would be just to fix upon the land, value the same at One hundred pounds per arpent, equal to the sum of *Nine hundred and fifty pounds*. Thirty-six houses and offices erected thereon, at Thirty pounds each, amounting to the sum of *One thousand and eighty pounds*, and about Fifteen thousand five hundred and fifty superficial feet of wharf, at three pence per foot, equal to *One hundred and ninety seven pounds, seven shillings and six pence*, the whole together amounting to the sum of *Two thousand two hundred and twenty four pounds seven shillings and six pence currency*, which is the value the undersigned concur in fixing.

WM. PHILLIPS.
ROBERT WOOD.

Quebec, 22d October, 1835.

Award of Experts on Mr. Fraser's Lot at L'Ance des Mères, between high and low water mark.

The undersigned *Experts* acting by virtue of the authority delegated to them respectively, that is to say, William Phillips, Esquire, appointed by instrument dated the seventh day of October, 1835, under the hand and seal of His Excellency the Right Honorable the Earl of Gosford, Captain General and Governor in Chief in and over the Provinces of Upper and Lower Canada, and Vice Admiral of the same; to be an *Expert* on behalf of the Crown, and Robert Wood, Esquire, nominated by John Fraser, Esq, proprietor of that lot of land and Beach in the neighbourhood of the City of Quebec, at the place called L'Ance des Mères, from high water mark to within three feet from the ridge of the cape below that part of the ridge in which cattle may pasture, consisting of nine arpents and a half or thereabouts in front, between the land of the Honorable Henry Caldwell, on one side, and that of the Hôtel Dieu on the other, lying within the *censive* of His Majesty, as *Experts* for determining the value to be placed upon the Beach, lot or space, extending from high water mark to low water mark in front, and upon the whole width of the ground by him possessed hereinbefore described, and of the improvements thereon, with a view of obtaining a grant from the Crown, that of Free and Common Soccage—Report, that having proceeded to the examination and enquiry for the purpose of determining the value of the Beach, lot or space above described, with the improvements, and having fully and maturely considered the value per arpent along the whole front which it would be just to fix upon the land, value the same at Thirty pounds per arpent, equal to the sum of *Two hundred and eighty-five pounds*, and the improvements thereon being about Twenty eight thousand seven hundred and fifty superficial feet of wharf, at Four pence per foot, equal to *Four hundred and seventy-nine pounds three shillings and four pence*, making together the sum of *Seven hundred and sixty-four pounds three shillings and four pence currency*, which is the value the undersigned concur in fixing.

WM. PHILLIPS.
ROBERT WOOD.

Quebec, 22d October, 1835.

NOTE.—It will be observed that the above award includes the valuation of certain wharves that the arbitrators found on the Beach, amounting to £479 3 4, but as these wharves were built after the date of the Council's Order for surveying the improvements, (July 1834) and which order was not communicated to the parties until April 1835, the Council admitted, at a personal interview with Mr. Bonner, that this sum must be struck out as they did not intend that the parties should pay for any improvements except those that existed previous to the date of their order.

G.

Report of Council, 16th January, 1836.

EXTRACT of a Report made by a Committee of the Executive Council, dated 16th January, 1836, respecting the grant of beach to Mr. Fraser. Approved by His Excellency the Governor in Chief in Council, 6th May, 1836.

The Committee respectfully submit to your Excellency that inasmuch as a Report in Council recommending a grant to Mr. Fraser of the beach in front of his property at L'Ance-des-Mères, was made to your Excellency's predecessor, and as that Report was approved by him and thus become an act of Government of which the party interested received communication and took advantage by proceeding on the faith of it to sue out his Patent in the regular way. The Committee do not conceive that it is competent to them under any practice hitherto obtained in such matters, and without any facts or grounds being before them to reverse at the present time the recommendation made on the former occasion, but inasmuch as the Committee are of opinion that the beach has evidently been undervalued by the *Experts*, according to their Report of the 22d October, 1835, they recommend that the premises be valued at two pence per superficial foot, being the rate at which similar properties have hitherto been estimated in that neighbourhood, and that Mr. Fraser do pay an annual rent to be calculated on the amount of such valuation, at the rate of six per cent.

The Committee having referred to the conditions of the Patent prepared in this case and laid before them by your Excellency, recommend that further condition should in any

case be inserted in conformity to Mr. Secretary Stanley's Despatch of the 10th September, 1833, for securing to the public the use of a towing path along the beach, and also free and convenient access to and from the river St. Lawrence.

Certified,

(Signed,)

GEORGE H. RYLAND.

EXTRACT from the Minutes of the Executive Council, dated 6th May, 1836.

And it being the opinion of the Board that the Crown should not be considered as restrained by the grant now made from making grants of the deep water in front of the Beach in question to such persons and to such extent as shall be found for the advantage of commerce and navigation.

It was accordingly ordered by His Excellency, with the advice of the Board, that a communication to this effect be made to the parties interested in the present Grant of the Beach Lot.

Certified,

(Signed,)

GEORGE H. RYLAND.

II.

Report of Council, 27th June, 1836.

EXTRACT of a Report made by a Committee of the whole Council, dated 27th June, 1836, on the further representation of Messrs. Petry and Bonner.

Approved by His Excellency the Governor in Chief in Council, 21st September, 1836.

Upon your Excellency's further reference of the Memorial of Messrs. Bonner and Petry, complaining of the high rate of valuation affixed by the Report of Council of 16th January, 1836, to the Beach Lot at L'Ance-des-Mères, thereby recommended to be granted to Mr. Fraser on certain conditions; the Committee have resumed the consideration of this subject with a view to the revival of that Report, and as the Committee proceeded on that occasion upon the assumption that other properties of the like description had been valued at the same rate, they have again enquired into former valuations of Beach and Water Lots in the neighbourhood of L'Ance-des-Mères and have received oral testimony from different gentlemen as to the comparative value of Beach Lots and of deep water Lots; they have also obtained from Messrs. Davidson and Freer, who had been employed in 1832 to estimate the value of the Beach Lot granted at L'Ance-des-Mères to Mr. J. S. Campbell, an explanation of the grounds on which they proceeded in that instance in determining the amount of rent to be paid by Mr. Campbell which is particularly referred to by Messrs. Bonner and Petry as far less than it is now proposed to demand from them, on the latter point it has been shewn to the satisfaction of the Committee that although Beach property would seem from its nature to be of a more certain and permanent value than deep water Lots, which in the Coves near L'Ance-des-Mères have been valued at 2d per superficial foot, and although the latter require a considerable outlay and capital to render them profitable and the improvements made are subject to constant deterioration, this description of property bears a peculiar and higher value from the particular circumstances of the Timber Trade and from the advantages which it affords directly and indirectly by the facilities of mooring and boarding Ships.

With respect to former actual valuations of Beach Lots in the Coves above Quebec, it appears to the Committee on a reference to the award made by Messrs. Davidson and Freer in the case of the grant to Mr. Campbell immediately adjoining the Lot applied for by Mr. Fraser that in point of fact *the beach* in that case was valued on a comparison with that of Sillery Cove at a minute fraction less than 2d. per superficial foot, which is the valuation affixed in the Report of the Committee against which Messrs. Bonner and Petry now remonstrate; but it has been verbally explained to the Committee by Messrs. Davidson and Freer that in fixing the rent to be paid by Mr. Campbell at the reduced rate of £10 per annum, they were influenced by particular circumstances not mentioned in their Report, that they took into consideration the previous outlay of a large sum by Mr. Campbell on the Beach without which it could not have been made available, that they had reference also to the amount of rent which the same Beach had at different periods previously produced, although the conditions of the grant to Mr. Campbell were influenced by considerations of a special nature which prevent the Committee from receiving it as a precedent to govern other cases, they are disposed to recommend that Messrs. Bonner and Petry should have the

benefit of the same rule of valuation which was applied to the case of Mr. Campbell, taking into consideration that the whole rent paid by Mr. Campbell amounts with the perpetual rent of £37 10s. reserved in favour of the Ursuline Nuns, to £47 10s., representing a capital of nearly £800, considering also the difference in the extent of the two properties, that granted to Mr. Campbell being only six acres in front, while the Beach to be granted to Mr. Fraser has a front of nine acres, and having regard to the rents formerly received for those separate properties; the Committee conceive that the Beach to be granted to Mr. Fraser cannot be valued at less than £1293 6s. 9d., and revising in this respect only their former Reports on this subject, they accordingly recommend that the Rent to be reserved in the Letters Patent to be issued in favour of Mr. Fraser, be calculated at 6 per cent. on this capital of £1293 6s. 9d.

Certified,

GEORGE H. RYLAND.

I.

Copy of Mr. Davidson's and Mr. Freer's Report, 20th July, 1832.

In compliance with a request from the office of the Commissioners of Crown Lands, desiring the undersigned to enquire into and report upon the equitable annual rent to be fixed upon a lot of Beach ground in the possession of John Saxton Campbell, Esquire, near L'Ance-des-Mères, but without reference to the improvements made thereon by Mr. Campbell; the undersigned met accordingly, and first directed their inquiry to the state of the Beach before any improvements were made thereon, when they ascertained that it was *rocky and uneven, so exposed to the north-east and south-west winds as to be quite useless as a place for securing timber*, and that nothing but the great expenditure which Mr. Campbell made upon the property in wharves and piers rendered it fit for any purpose connected with the lumber trade. They further ascertained that with all its present advantages from the capital vested in wharves, it is not greater in value than Sillery Cove, which is leased by the Crown at the rate of about £15 per arpent in front, which at twenty years purchase would amount to £300 per arpent in front. That the Beach lot which forms the subject of the present Report is equal to about six arpents in front, which at £300 per arpent would form a capital of £1,800. While the wharves erected by Mr. Campbell on the Beach, covering according to the measurement marked by the Deputy Surveyor General 30,728 superficial feet, at the low rate of 2d. per superficial foot, must have cost at the least £3072 16s. And that in addition, Mr. Campbell is to allow to the Nuns an annual rent of £37 10s. per annum.

Under all these circumstances it appears to the undersigned that an annual rent of £10 per annum, payable to the Crown, would be a just and equitable rate, and they consequently recommend that that sum be fixed as the annual rent for that part of the Beach which extends to low water mark, as specified in the plan marked A. And as respects the rate to be paid by Mr. Campbell for that part of the wharves erected in deep water, the undersigned recommend that he be charged at the rate of two pence per superficial foot, covering an extent as marked by the Surveyor General of 32,562 feet, and amounting to £271 7s. currency, and that it be at the choice of Mr. Campbell to pay that amount or pay interest thereon, at six per cent per annum.

Quebec, 28th July, 1832.

(Signed,)

JOHN DAVIDSON,
Acting on behalf of the Crown.
NOAH FREER,
Acting on behalf of J. S. Campbell.

A true Copy,
10th May, 1836. NOAH FREER.

K.

EXTRACT from a Report of a Committee of the Executive Council, dated 3d August 1840, and approved by His Excellency the Governor General, on the petition of Messrs. John Bonner and Win. Petry, respecting the Rent of a Beach Lot at L'Ance des Mères.

The Committee having taken into consideration the petitions of Messrs Bonner and Petry, have the honor to Report to your Excellency, that the first application for a grant of

the Beach Lot in question was made by Mr. John Fraser, in the year 1834, and that he having disposed of his rights therein to the petitioners, they applied to be substituted in his stead, and that the conditions upon which a grant was recommended to be made to them, is contained in an approved Report of Council, dated 27th June, 1836.

Subsequent to this period, viz :—On the 14th September, 1836, Mr. Bonner applied for a grant of one half of the said Beach in his own name, which was accordingly recommended in a Report of Council, of 5th October ; and on the 16th of December following Mr. Petry made a similar application for the remaining half, which was also recommended in a Report of Council of the 4th January 1837, and Letters Patent were accordingly issued to each party respectively, on the 14th of that month.

It seems, therefore, strange that the parties should now come forward jointly complaining of the terms of these grants to which they had before, individually, acceded. And the Committee see no ground for complying with the prayer of the petitioners. The Committee, however, deem it right for your Excellency's information, and to meet the arguments of the petitioners, to state that they complain that, while the Council in their Report of the 27th June 1836, recommended that they should have the benefit of the same rule of valuation which was applied to the case of Mr. Campbell, an estimation of their Beach was made contrary to the intention of the Council, to prove which a comparative statement of the rents paid by each party is given thus—

Mr. Campbell pays to the Crown	£10 0 0
per annum, and to the Nuns	37 10 0
	<hr/>
	£47 10 0
	<hr/>
The Petitioners pay a Rent for the land above high water	13 6 4
For Beach	77 12 0
To the Nuns	40 0 0
	<hr/>
	£130 18 4

Now the sum of £13 6 4, is for interest on the commutation fine, by which the tenure of the property above high water mark, was commuted into free and common soccage, and is quite distinct from the rent of the Beach, and as to the sum of £40 stated to be paid to the Nuns, the Crown have nothing whatever to do, so that deducting these two sums, it appears that the petitioners are charged £77 12 for nine arpents in front, and that Mr. Campbell pays £47 10 for six arpents in front, and although these sums are not in exact proportion relatively to the respective fronts of the lots, yet the difference may arise in the superficial contents. By a reference to the before mentioned Report of Council, of the 27th June, 1836, it will be seen that the case of Mr. Campbell was a very special one, and cannot be drawn into a precedent, yet that the valuation of the rent to be paid by the petitioners must be based upon the whole rent paid by Mr. Campbell, including the rent specially reserved for the Nuns ; and it is shown above that the difference is trifling.

Under these circumstances the Committee cannot recommend that any deduction should be made from the rent stipulated to be paid by Messrs. Bonner and Petry for the beach lots granted to them at L'Ance des Mères, for which they hold Letters Patent.

Certified,

JASPER BREWER,

Asst. Clk. Ex. Cl.

List of Grants of Beach Lots and Deep-Water Lots at the Coves, from 1832 to 1837.

	Patent issued.	Annual rent.	
John S. Campbell, . . . Beach Lot about 8 superficial arpents,	11th Feby. 1833	£10 0 0	} being the inter- est of £103 13s. 4d.
Deep Water Lots	11th Feby. 1833	16 5 7	
A. Gilmour & Co. . . . Beach Lot 33 superficial arpents, . . .	7th Nov. 1833	5 0	
Deep Water Lots,	1834	20 17 0	
William Sheppard, . . . Deep Water Lot,	26th Sept. 1832	12 7 0	
Pemberton Brothers, . . Deep Water Lots, the Beach being held on a lease from the Crown at £175 per annum,	28th Dec. 1835	6 5 0	
Sharples and Son, . . . Deep Water Lots, the Beach being held on a lease from the Crown at £175 per annum,	28th Dec. 1835	6 5 0	
John Bonner and } Beach Lots about 12 superficial arpents,	14th Jany. 1837	77 12 0	} being the inter- est of £1393 6s. 0d.
William Petry, } Deep Water Lots,	7th July, 1837	8 11 6	

