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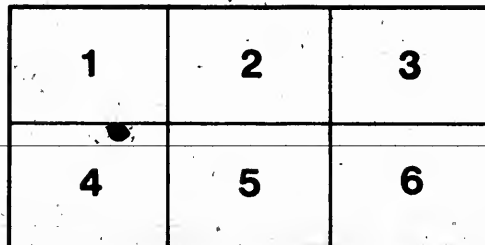
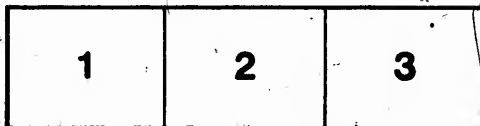
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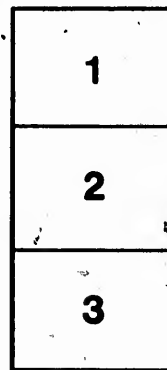
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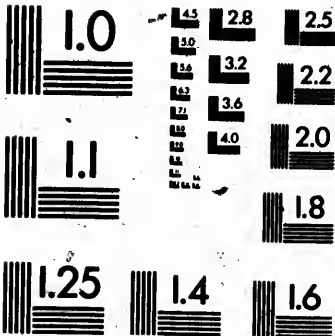
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REPORT OF THE COMMITTEE

APPOINTED BY THE

COUNCIL OF KING'S COLLEGE,

IN 1845,

TO INVESTIGATE CERTAIN CHARGES AGAINST THE

BURSAR'S OFFICE,

WITH AN APPENDIX.

TORONTO:

ROWSSELL & THOMPSON, PRINTERS TO THE UNIVERSITY.

1850.

REPORT &c.

The Committee appointed by minute of Council of March 18th to "investigate the charges contained in Dr. Gwynne's communication of March 11th, and conduct a general enquiry, should it appear necessary, into all the affairs of the Bursar's office," report that they have made minute enquiries relative to the subjects referred to them for investigation.

The following are the particulars which they have learned, as to the facts of the case:

In the year 1835, the south half lot 34, concession B, in Scarborough, was sold to James Dark for 140*l*. He paid as part of his first instalment 5*l*.; and he or some member of his family has continued paying sums on account of the interest, viz.—6*l*., June 5th, 1845; 7*l*. 10*s*., October 24th, 1843; and 12*l*. 10*s*., October 10th, 1844. On the death of James Dark this property was left by will to his wife Charlotte, who sold it to her second son Edwin Dark, taking a note for the amount in payment. As this note had not been paid at the time of her death, she left by will her right to this, to her eldest son James Dark.

In the beginning of this year (1845—February), Edwin and Matthew Dark came to the College office to make some inquiries relative to a report, which they had heard, that the College Council were about to insist on the immediate payment of the arrears, or to sell their land. On that occasion they saw Mr Hawkins, the senior clerk, who (they assert) proposed buying the land from them, offering part of the payment in money, part in land situated in the township of Reach. An agreement to this effect was drawn up by Mr. Hawkins, and by him read to them, either whole or part. The witness to this agreement was Mr. Tincombe, and Edwin and Matthew Dark signed it. In their examination before the Committee they stated that they were not aware that any penalty was attached to this agreement. Mr. Tincombe also stated that he was not aware that there was any penalty. There is no reason, however, to doubt that a penalty was attached to the amount, of 200*l*. Both Edwin and Matthew Dark stated, that although they would sign their names, they could not read writing unless it was very distinct and plain.

After this agreement was executed, Edwin and Matthew Dark went to see the land in Reach, offered in part payment by Mr. Hawkins. They were dissatisfied with it, and mentioned to Mr. Hawkins that they would not take it. Some other proposal was then made to them by Mr. Hawkins. Meanwhile Mr. Winstanley made an offer to them to purchase their land, which they accepted.

They distinctly stated to the Committee that they did not consider the agreement binding, unless they were satisfied with the land in Reach; and Mr. Tincombe asserted that they told Mr. Hawkins that they would take his word for the goodness of the land, but that if it were not good, it was not to be a bargain.

On the last day of February, the Bursar learned that Mr. Hawkins held the lot by assignment from the Darks. The way in which it came to his knowledge seems to have been by information from Mr. Clarke Gamble, acting for a client, who had been prevented by an order given by Mr. Hawkins, from taking away timber cut on the lot in question. He immediately remonstrated with him, and told him that the property would not be allowed to remain in that position, as he did not think that the Council would permit any person connected with the establishment to accept an assignment for any of the College lands.

On the 5th of March, Mr. Hawkins submitted for the Bursar's signature a contract for sale for this property, (prepared by him as such instruments in the regular course of business were) in favour of Mr. Lewis, (a land agent in Toronto), and at the same time assured the Bursar that Mr. Lewis had a proper assignment. The peculiarity in this contract was, that the period of payment of the sum, for which it was covenanted to sell the land, was prolonged, and the transferee thus placed in a better position than the original purchaser at the time. The Bursar signed that contract, and Mr. Hawkins paid 9% on the part of Mr. Lewis to complete the first instalment. Two days after this, Dr. Gwynne called at the Bursar's office and made enquiries relative to the lot. The Bursar in consequence of Dr. Gwynne's enquiries, then searched and found that the agreement had already been executed in 1835, in favour of James Dark, sen.; the existence of which he had not disputed, as the first instalment had not been paid for the purchase. He then enquired more particularly of Mr. Hawkins how the matter stood, and learned that Mr. Lewis had not signed the contract which had been issued. The Bursar then demanded the contract back from Mr. Hawkins, and in the afternoon of the same day called upon Mr. Lewis, that he might make sure of the fact. On that occasion Mr. Lewis was not at home, but on the next morning he informed the Bursar that he had not executed the bond, that he declined having anything to do with it, and that on the evening before he had acted as agent for the Darks in selling the property to Mr. Winstanley. On the same morning Mr. Hawkins returned the bond to the Bursar, who handed back to him the sum (9%), paid as portion of the first instalment. Such the Committee believe to be an accurate statement of the particulars of the case, which has caused the investigation in which they have been engaged.

Of the members of the establishment there were but three in any way implicated in the transaction—the Bursar, Mr. Hawkins and Mr. Tincombe. The Committee are of opinion that the Bursar's conduct on the occasion is in some respects free from blame, in

others culpable. They can discover no reason for believing that he was influenced by any improper motive in what he did. It does not appear that he was to derive any advantage whatever for issuing the contract, or that he was at all aware that the assignment was not *bona fide* transferred to Mr. Lewis. But the Committee cannot but feel, that the circumstances of the case were such, as should have produced suspicions that all was not right, and that he should not have completed the transfer without consulting the Council or one of its Committees, or at least some member thereof. They can perfectly understand that the Bursar must necessarily commit certain branches of business to one of his subordinates, but they cannot but feel that previously to signing a contract, he should have examined its accuracy at least as to the pecuniary part of the engagement. The Bursar certainly did not assume on this occasion any peculiar power, or vary from the course of business which has been pursued in many other similar cases, for many such instruments have been signed and sealed by Dr. Boys and his predecessor without reference to any one—the price per acre, having however, in most cases, been previously fixed by the Council or one of its Committees. But yet the circumstances of this case were such, as to justify, and even require the Bursar's declining to proceed in the matter, until he had informed some of the authorities of the corporation, and learned their opinion of the course which should be taken. The Committee have no doubt that had this course been pursued, no such contract would have been issued.

With regard to the conduct of Mr. Hawkins, the first question which presents itself is, whether he acted in the matter contrary to any regulation of the Council or Bursar, prohibiting the clerks in the office from dealing in lands, the property of the corporation.

It does not appear that any such regulation has ever been formally made by the Council, although there is reason to believe that it has long been understood that no such traffic was to be engaged in by any member of the establishment; and it appears that the Bursar has expressed to his subordinates his disapproval of such transactions.

On minute enquiry, the Committee find that the following are the only cases in which any member of the establishment has been purchaser of any portion of the property of the corporation.

In block D., city of Toronto, two building lots were sold to Dr. Gwynne, but previously to his being in any way connected with the establishment.

In Mr. Ridout's property, city of Toronto, which was transferred to the corporation in payment of a debt, Mr. Barron has purchased one building lot.

In Newgate street, city of Toronto, Mr. Hawkins, having applied to the Council, in November 1840, purchased lot No. 7, which had been transferred to the corporation in payment of a debt. The other purchases of Mr. Hawkins, which appear on the books, are:

1. Rear part 26, north Blewin's road, Wilmot—25 acres, at 25s per acre.

2. Rear part 27, south Blewin's road—25 acres at 27s. 6d. per acre.

3. Rear part 22, south Erb's road—25 acres at 27s. 6d. per acre.

Mr. Cochrane, (second clerk in the Bursar's office) purchased the following:

1. Lot 14, in 1st and 2nd range Mosa—20 acres at 32s. 6d.—10 acres at 27s. 6d.

2. East lot 4, in 14th range Zorra—41 acres at 27s. 6d.

3. Lot 16, in 9th range Hamilton—85 acres at 25s.

4. North lot 7, in 4th range Ekfrid—75 acres at 25s.

In addition to the above, the Committee have discovered other transactions of Mr. Hawkins in land, the property of the corporation, the details of which are annexed.

1. *Lot 28, in 3rd con. Trafalgar, south of Dundas-street.*—This was originally sold to Jonathan Hixon, but as he had not completed the purchase, in July 1841 three persons were allowed to take portions of the lot.

South half, 100 acres—Horace D. Williams.

North-east quarter, 50 acres—William Abbott.

North-west quarter, 50 acres—Henry Hawkins.

It appears that Mr. Hawkins took out his indenture of sale on the first March 1842; and yet it was not until 29th February, 1844, that Mr. Hawkins lodged a transfer from Nathaniel Taylor for that quarter. It seems probable from Mr. Lewis's evidence, that Mr. Hawkins obtained the north-east quarter also from Wm. Abbott.

2. *West half lot 39, 3rd con. York, from the Bay.*—On the 28th March 1843, Mr. Mather, who held the whole under lease, purchased the east half at ten dollars per acre. July 24, 1843, Mr. Hawkins produced a transfer in his favour of the west half, from Mather. On the 22nd August 1843, Robert Marshall purchased the west half at six dollars per acre. On September 9th, 1843, Marshall left transfers from Hawkins to Urquhart, and for Urquhart to himself, and took out his indenture of sale. It appears from Mr. Lewis's evidence, that he sold Mr. Hawkins' interest in this lot to Mr. Urquhart, for 100l.

3. *Lot 24, 4th range Ekfrid.*—It appears from the books that Mr. Hawkins had a transfer from James Allen, the original purchaser, of the north 100 acres, which he transferred on April 27th, 1844, to Robert Wells. It was one of the lots left by Mr. Hawkins with Mr. Lewis for sale, at 25s. per acre.

4. *Lot 24, 1st con. Bayham, 230 acres.*—This lot was left by Mr. Hawkins with Mr. Lewis to sell his interest in, for 200l.; and yet in all the transactions relative to it, recorded in the books, no mention is made of Mr. Hawkins' name, except in June 1st, 1843, when Mr. Carroll, the present lessee, applied through him to lease it. This is the lot to which reference is made in Geo. Graham's evidence, (see Appendix) and in Mr. Strathy's (see Appendix).

5. *South half 1, 4th con. York, east Yonge-street—100 acres.*—Mr. Lewis states that this lot was left with him by Mr. Hawkins for sale, at 700l.

On the books there is no record, from which it appears that Mr.

Hawkins was in any way connected with it. The north half was sold May 19th, 1842, to Edward Armstrong, and the south half on January 19th, 1845, to Thomas Johnson.

6. *Lot 3, in 4th con. London.*—Mr. Lewis states that this lot was left with him by Mr. Hawkins for sale, with instructions to give several years for payment, at 3*l.* per acre, if purchaser would pay 200*l.* down.

On the books there is no record, from which it appears that Mr. Hawkins was in any way connected with it.

7. *Block D., corner of Church and March streets.*—The original purchaser of this lot was Levi Fairbanks, from whom Andrew Patten held it by a regular chain of transfers; and from the latter Mr. Hawkins derived his title as assignee.

The conditions on which it was left for sale with Mr. Lewis by Mr. Hawkins, were—6*l.* per foot; 105*l.* might remain on interest for ever; 50*l.* or 60*l.* down, and the balance in four equal annual instalments.

8. *Lot 11, in 3rd con. Albion.*—Although this lot was left by Mr. Hawkins with Mr. Lewis for sale, his name does not appear anywhere in the College books in the transactions regarding it.

The only thing worthy of remark, which has been learned from an examination of the books, is the fact that the notes of hand given Dec. 31, 1842, by Longhead, the original lessee of the lot, and the purchaser of the west half, were crossed out by Mr. Hawkins, without the knowledge of the Bursar. Mr. Hawkins explains this by stating that the notes were useless, as the amount of interest charged on them had been calculated on the system pronounced to be illegal. It is the opinion of the Committee, however, that such a step should not have been taken without the sanction of the Bursar.

9. *West half lot 15, in 14th con. Burford—100 acres.*—Mr. Hawkins' name does not appear in any transactions relative to this. November 18th, 1844, Abel Stafford purchased it at 30*s.* per acre. It is remarkable that on the 14th June 1844, Button, the original lessee, was informed that the price was 35*s.* per acre; and that on the 18th Peter Kenny, another applicant, also received the same information, and yet on November 13th, in the same year, Kenny is told that he may have it at 30*s.*, and on the 18th Kenny substitutes Stafford, who purchases it at that price. It was left by Mr. Hawkins with Mr. Lewis for sale, at 350*l.*

10. *Lot 11, in 3rd con. Oakland.*—The name of Mr. Hawkins does not appear on the books in any transactions relative to this. On December 23rd, 1843, Andrew M. Jackson took out his bond for sale at 20*s.* per acre. It was left by Mr. Hawkins with Mr. Lewis to obtain an offer.

11. *Lot 15, in 3rd con. Toronto, east Hurontario-street.*—The name of Mr. Hawkins does not appear on the books, in any transactions relative to this. This lot was deeded to the corporation in the year 1835. On October 4th, 1837, it was arranged that Wm. Irvine and John Graham should have leases; the former of the east half,

from March 24th, 1831; the latter of the west half, from March 24th, 1833; each lease being for 21 years, at the rate of 1*l.*, 2*s.*, and 3*l.*

On the 29th of June 1842, Andrew Graham left a transfer from Wm. Irvine for the north-east quarter; Irvine purchased the south-east quarter at 37*s.* 6*d.*, and paid two instalments 18*l.* 15*s.* 0*d.*; Graham purchased north-east quarter at 37*s.* 6*d.*, and paid in full 93*l.* 15*s.* 0*d.* On July 20th, 1843, the Solicitor was directed to proceed by ejectment against John Graham, occupier of the west half, as he had not paid any rent.

On the 18th of August, Mr. Nicols, land agent, left a memorial in behalf of Graham.

The suit having been decided in favour of the corporation, and Graham ejected, Andrew M. Jackson agreed to purchase the west half at 32*s.* 6*d.* per acre, and paid on account of purchase 8*l.*

There has lately been a letter from A. M. Jackson, requesting permission to use the name of the College in a suit against Graham.

From Mr. Strathy's evidence, (see Appendix), it appears that Mr. Hawkins acted as the agent of Mr. Jackson. It is the opinion, however, of Graham and his friends, that Mr. Hawkins is the real purchaser, under the name of Jackson. Every exertion has been made to discover the facts as to this purchase, but the Committee have been unable to find out the individual named Jackson, nor can they arrive at anything definite as to the suspicion of Graham and his friends. The case appears to the Committee to be such as to require further investigation.

The lot was left with Mr. Lewis by Mr. Hawkins for sale at 525*l.* with instructions that 140*l.* might remain at interest for nine years. In Dr. Gwynne's evidence, given before the Committee on April 12th, (see Appendix), it was stated that Mr. Hawkins offered for sale number 1 or 3, in the 7th concession of Esqueuing; and that on examination of the books, it appeared that the legal right was vested in a person of the name of White, who disclaimed having any title thereto.

The lot referred to by Dr. Gwynne is 1, in the 8th concession of Esqueuing. The particulars of the transactions relative to this, as they appear on the books, are the following:

On October 9th, 1829, George Patton, Esq., stated that he occupied this lot. On April 14th, 1830, Mr. Patton paid on account of arrears of rent, 2*l.* 10*s.* On May 14th, 1831, Mr. Patton signed a transfer to Wm. McKenzie (subsequently spelled McKendsey) for east half, and to John Brown for west half, and the transferees paid on account of rent 5*l.* 10*s.*

December 23rd, 1831, McKenzie paid up rent, and contracted to purchase east half at 20*s.* per acre, by paying first instalment 10*l.*

November 17th, 1837, the widow Brown, having stated that McKenzie, by a late survey of his 100 acres, (east half) had overreached on her improvements on the west half, the Bursar wrote to warn him of the consequences.

March 12th, 1840, McKendsey took out his deed for the east half, having paid in full.

May 20th, 1843, W. Proudfoot, Esq., enquired by letter the rent due and the price of the west half, and was informed that the rent due to September 1842, was 20l., and the price per acre \$8.

June 13th, 1843, W. Proudfoot, on behalf of Alexander Proudfoot, left a transfer from Mrs. Brown for this west half.

July 7th, 1843, James Hawkins left a transfer from Alexander Proudfoot to the west quarter, (west half of west half).

July 14th, 1843, James Hawkins paid rent on west quarter, and was informed that the price was 40s. per acre.

May 20th, 1844, John White showed a transfer to the west 60 acres of the west 100 acres, and agreed to purchase at 25s., and paid the first instalment.

April 9th, 1845, John White called to state, that he had transferred the 60 acres to a person, who had recold to McKendsey, who has since died; that Mr. Crawford, who accompanied him, was appointed executor of McKendsey's will, and wishes that no transfer, not sanctioned by the executor, may be acknowledged, which was promised on condition that the statement be proved to be correct.

The Committee have not been able to trace Mr. Hawkins' connexion with this lot. They have been informed, however, that he and Mr. White are personal friends.

In addition to Mr. Hawkins' transactions in land, the property of the corporation, other charges against him have also been investigated by the Committee.

From Dr. Gwynne's and William Morrow's evidence (see Appendix), they learned, what had already indirectly reached them, that Mr. Hawkins had been in the habit of receiving a great number of letters through the College box in the post office, the postage of which was charged to the College account. The Committee have not been able to ascertain anything further relative to this, then what appears in the Appendix.

The postage account, it appears, is furnished quarterly in the aggregate, nor is there any record kept at the post-office of the address of each letter charged, from which more definite information might be obtained.

The Committee have also investigated another rumour, which reached them, to the effect that Mr. Hawkins had procured from Messrs. Rowsell, the College stationers and booksellers, a gold pencil case, and had it charged to the College account.

It appears that Mr. Hawkins had nothing further to do with the transaction referred to, than that he asked Mr. Rowsell to procure a gold pencil case for Mr. Cochrane, a clerk in the College office, which Mr. Rowsell did, charging it to the private account of Mr. Cochrane, by whom it was paid.

Certain other charges have also been advanced against Mr. Hawkins, which the Committee have been unable to investigate, from the difficulty of discovering the individuals who could give information, and the reluctance of witnesses to give evidence. In some cases this reluctance, they have reason to believe, proceeds from the dread of compromising themselves, by disclosing circumstances in which

they were implicated; in others, perhaps, from the fear of actions being brought against them, as threats have been held out of this nature. The progress of the Chancery suit, instituted by Mr. Winstanley against the Corporation, and which has not even yet terminated, has also had its influence in deterring witnesses from appearing.

When the Committee commenced this investigation, they were told that if it were generally known amongst the leasees and occupants of the College lands, witnesses would come from all quarters to establish the misconduct of Mr. Hawkins. And yet after an examination conducted for five months, with every desire openly manifested to enquire into every complaint brought under their notice, and to scrutinize all the transactions in the Bursar's office, regarding which there might be any suspicions, they are obliged to leave unexamined the most weighty charge against Mr. Hawkins, which has come to their knowledge, from the want of evidence on the part of persons, who have yet been loudest in their complaints of the misconduct of Mr. Hawkins, and the mismanagement of the office.

The only other member of the establishment, connected with the transaction relative to the lot in Scarborough, which has caused this investigation, is Mr. Tincombe, who acted as witness to the agreement between Mr. Hawkins and the Darks. It does not appear that he was in any other way connected with the transaction, or that he was even aware of its nature. In acting as witness, he seems to have thought that he was doing no more than what he is ordinarily called on to do almost daily in the regular office business.

Of those not members of the establishment who were connected with the transaction, the Committee have obtained the evidence of Edwin and Matthew Dark, and Mr. Lewis, the land agent. They had hoped to have received full information on this and other alleged malpractices in the office, from Mr. Edward Winstanley; and the Chairman addressed a note to him, requesting that he would give evidence before them. But, they regret to add, Mr. Winstanley could not be induced, to attend or make the statements before them which reached them from other quarters. Conformably to the wish of the Council, as expressed in the minute, whereby this Committee was appointed, they have instituted a general investigation relative to the management of business in the Bursar's office. The information which they have procured, and the suggestions which they have to offer on the subject, they will arrange under the heads *Money* and *Land Business*.

I.—MONEY.

The books employed in this department are:

1. The rough cash-book.
2. The journal for K. C. and U. C. C.
3. The journal and ledger for Bank of U. C.
4. The abstract book for K. C.
5. ————— U. C. C.
6. The land ledger for purchases and interest for K. C., in 5 vols.
7. Ditto for U. C. C., in 2 vols.

8. The private ledgers in 2 vols.

*9. An instalment and interest abstract book.

*10. A rent abstract book.

In "the single cash-book," an entry of every transaction, whether of receipt or disbursement, is made by the Bursar at the moment of its occurrence, showing at all times the balance of cash in his hands. It is formally balanced each week. From this rough cash book the items ultimately pass into the ledgers, containing the accounts of every person or estate, with which or with whom the Corporation has dealings.

Between "the rough cash-book" and "the ledgers," the other books are intermediates. "The journals for K. C. and for U. C. C.," contain every entry relating to them brought from the rough cash-book, in the order of occurrence, and may be regarded as fair cash-books for each service. From these journals the items are next posted in the ledgers, numbers 6, 7, and 8. From the rough cash-books also, the entries are carried into the Bank journal and ledger.

The essential books are therefore :

1. The rough cash-book.
2. The journals for K. C. and U. C. C.
3. The journal and ledger for Bank U. C.
- 6 and 7. The ledgers for K. C. and U. C. C.
8. The private ledgers.

Whilst the following are used as auxiliary books :

- 4 and 5. Several abstracts for K. C. and U. C. C.
9. Instalment and interest abstracts for K. C. and U. C. C.
10. Rent abstracts for K. C. and U. C. C.

In numbers 4 and 5, the receipts and disbursements are distributed under heads, as Instalments, Interest, Rents, Salaries, Contingencies, etc.

In numbers 9 and 10, the details are given at length as to instalments, interest and rents.

There is also an investment book, in which a registry is kept of debentures and bank stock, stating when the interest upon them becomes due, with a column to write off when it has been paid.

One or two examples will probably give the clearest explanation of the mode in which the business of the office is conducted in this department, both as to receipts and disbursements.

1st. If A. B. calls to pay an instalment of purchase money, reference is made by the senior clerk to the ledger, where he finds the details of what has been paid and what is due. A. B. hands the money to the clerk, who takes it to the Bursar. The Bursar then recounts the money and gives an acquittance, entering on the margin left in the receipt-book, the particulars thereof. The Bursar then makes an entry in this rough cash-book. From this it is carried to the journal by one of the clerks, whilst the entry in the ledger is made by the senior clerk, who carries it from the marginal notes of the receipt-book, having first entered it in "the abstract book of instalments and interest."

* These are analogous to 4 and 5, but express the entries more in detail.

The money received is paid by the Bursar into the Bank of U. C., and he takes credit in the rough cash-book for having made this payment. From this it is posted in the Bank ledger.

2nd. If C. D. presents his bill for work done, it is referred to the officer in charge of the department to which it belongs. Being examined and vouched for by him, it is submitted to the Vice-president, and upon his signature, the Bursar makes the payment, taking a receipt for the same.

When it is a charge against U. C. College, the Bursar makes the payment upon the signature of the Principal. These payments are made by cheques on the Bank of Upper Canada. The Bursar debits himself in his rough cash book with the cheque drawn, and takes credit for the payment made. Small payments under 20s. are seldom made by cheque, and such are generally made on the Bursar's responsibility.

Of the private ledgers (No. 8)—one is for the professors, officers and servants of the University, and the principal, masters and servants of U. C. College—the other for the students of the University.

The original entries of disbursements or receipts on account of the above, are made in the rough cash-book, but are posted in the ledgers from the receipts taken, on the marginal notes of the receipts given. The books are made to check each other throughout. The journals are first proved to balance with the rough cash-book. The abstract books are balanced against the journals. The ledgers, being posted from the marginal receipts, form a complete check on the rough cash-book and journals.

The checks on this department are the following:

1st. A monthly return, laid before the Council on the last Wednesday of each month, giving the particulars of the negotiable investments. The Bursar at the same time produces his rough cash-book.

2ndly. At the end of every quarter the Bursar makes up his accounts, and submits them in the form of an account current, with abstracts for K. C. and U. C. C.

RECEIPTS.

Instalments.
Rent.
Interest.
Dues and Fees, etc., etc.

DISBURSEMENTS.

Salaries.
Management.
Library.
Medical Department, etc., etc.

3rdly. Audits, in which the vouchers, rough cash-book, pass-book, bank ledger and journals, are always compared, and occasionally the land ledgers, and instalment and interest and rent abstracts.

4thly. Annual returns furnished by the Bursar, giving full information relative to the receipts and expenditure of the establishment during the last and preceding years of its existence.

There are but two alterations which the Committee would suggest in this department. The first is the opening in a *Rent Ledger* of an account with each lot. In this way, information relative to the lands under lease would be more easily procured than at present. The system, which has been hitherto adopted, does not seem to have produced any inconvenience to those accustomed to it, and the clerks

who have been long in the office prefer it to any other; but the other and more usual system would, it appears to the Committee, be more satisfactory. The second is the addition to the monthly returns of the investments in freehold and mortgage. They annex to the Appendix a form of return, which they recommend should be printed, and filled up by the Bursar.

The Committee would also suggest the propriety of considering whether it would be practicable to revive a system introduced by the present Bursar when appointed to the office, of requiring those who have to make payments to pay them in at the banks, and then giving an acquittance on producing the bank acknowledgment. The Bursar states, that at first he adopted this plan of declining to receive any money himself, but was obliged after a few weeks to abandon it, in consequence of the great inconvenience experienced by the parties who had payments to make. It now, however, as bank agencies have since that time been greatly increased, appears more likely to succeed; and the Bursar is of opinion that it might be again attempted.

II. LAND.

The books employed in this department are—

1. Registries of all correspondence and verbal communications—in 13 volumes.
2. Field notes of two general inspections in 1928 and in 1940—in 16 volumes for King's College; in 9 volumes for Upper Canada College.
3. Counterparts of all deeds issued, bonds of contract and leases—in 12 volumes.
4. Maps of every district in the Upper Province, and of every township in which the Corporation has lands—in 3 volumes.

From the Registries a reference is made against each lot in the Field-notes, so that all the transactions or communications regarding each, from the commencement, can be easily learned.

The Field-notes give in a condensed form information relative to the soil of each lot—the timber on it—the water—its vicinity to mills or roads—the number of inhabitants in the neighbourhood, &c. &c.—and the surveyor's estimate of its value per acre.

As some of these estimates were considered erroneous, a committee, composed of the Bishop of Toronto, the Hon. R. B. Sullivan and the Hon. John Macaulay, examined the notes, and set other prices on many of the lots. At present there is a sub-committee, composed of the Rev. Dr. McCaul, Rev. Dr. Beaven and Mr. Barron, for the same purpose. They form their opinion of the value of the lot from the price and description in the Field-notes, and the information which they either have themselves or procure from others relative to the price of land in the vicinity. It is unnecessary to make any remarks relative to the volumes containing the counter-

parts of deeds, &c., as the importance of preserving such copies must be obvious.

The Maps are so conveniently executed, that they exhibit the principal particulars relative to each lot; whether it belongs to King's College or to Upper Canada College; whether sold, or leased, or vacant, and if sold the number of instalments paid. There are also King's College and Upper Canada College sales books; on reference to which it can be seen how many acres have been sold from the commencement, and the amount for which the Corporation are under contract to sell them.

The following is at present the mode of conducting the business in this department:

When application is made personally or by letter for the purchase of any lot, the circumstances of the lot, with the applicant's name, are entered in a register of such applications, which is submitted to the Committee appointed by the Council for the management of the sales of land. The applicant is then informed verbally or by letter of the price. If he assents to the terms, he remits one-tenth of the purchase money as the first instalment, or appears personally at the office and makes the payment. He then gets a bond for a deed to issue when the payment shall have been completed.

In cases of leasing lands the same course is pursued.

The minor details of the mode of conducting business in this department, the Committee have ascertained to be these:

The applicant, on calling at the office, sees the Bursar or one of the clerks, generally the senior. All deeds and bonds are filled up by the assistant clerk (Mr. Tincombe), and the seal is generally affixed by him. They are read over by the senior clerk, and brought by him to the Bursar, who signs them.

At different periods different modes of conducting business relative to land have been adopted in the office.

It appears, that at first the Bursar was authorised to negotiate relative to sales or leases, and to enter into contracts as to the same, without reference to the Council or to any Committee.

A minimum price per acre and a scale of rents had previously been fixed by the Council. The minimum price was 20s. per acre, and the scale of rents——

Some general instructions had also been given by the Council for his guidance. In particular cases, not embraced by the instructions or having some peculiarity, he consulted the Council as to how he should act.

It appears that the seal was not affixed to any instrument except in the presence of a quorum of the Council, until in January, 1831, on the representation of the Registrar (Mr. Monkland) that much inconvenience was produced by this practice, in consequence of the difficulty of procuring a quorum. "It was ordered, that the President might in future affix the seal of the University of King's College to bonds and leases; and that the presence of the Council would only be required when deeds in fee were to be sealed."

No authority has been found on the Minutes for the custom, which, the Committee have been informed, was adopted by Col. Wells, of signing the legal instruments issued from the office. In April, 1837, at his suggestion, a resolution was passed by the Council, "That in future the President shall add his name or initials to the deeds in fee simple, when he appends the University seal."

No change seems to have been made until June, 1839 (during the investigation into the affairs of the Corporation under Col. Wells's management as Bursar), when it was ordered, "That the Bursar make a monthly report of all applications for sales and leases to the Council, for their approbation and authority to affix the corporate seal to the contracts; and that a similar monthly report be made of contracts in which the vendee has completed the conditions of payment, in order that a like authority may be given for the affixing the corporate seal to deeds; and that the corporate seal be not affixed to any such instrument without such authority; and that three members of the council be a quorum for receiving such reports, and giving the Bursar authority to use the corporate seal."

July 15, 1840, a difficulty having arisen in consequence of the absence of the President, who had from April, 1837, to that date placed his initials to all deeds, the members of the Council present at that meeting considered that the orders passed by the Council on the 14th June, 1839, rendered the President's signature unnecessary on these occasions; that the application of the corporate seal having been sanctioned, the Bursar's signature was sufficient; and they directed, that the corporate seal, which had hitherto been appended to deeds, should in future be affixed to them in lieu of being appended.

The course directed by the Council in June, 1839, as modified or explained in July, 1840, seems to have been regularly pursued for some time. In 1842 the custom fell into disuse of submitting to the Council all applications to purchase or lease or to receive deeds. Some were submitted, but certainly not all. The origin of this seems to have been, not merely the purpose of business at the meetings of the Council relative to the preparations for opening the University, but also the Report of the Finance Committee recommending the sale of all the leased lands. It is, indeed, in the recollection of the President and the Chairman of this Committee, at that time members of the Council, that verbal authority was given to the Bursar at a meeting of the council to sell the lands without reference to them, provided that the price should not be lower than that marked in the books, or, where not marked, then 25s. per acre.

For some time the Bursar adopted the plan of sending round for the signatures of three members applications for deeds. The inconvenience caused to the parties applying, by waiting for the monthly meetings, seems to have led to the adoption of this plan.

In October, 1843, it was resolved, ("moved by Dr. Beaven in amendment of the second of Dr. Gwynne's motions, and seconded by Prof. Potter") "That no deed be issued for the sale or leasing of lands without the authority of the Council."

In February, 1844, it was resolved, "That a Land Committee of four persons be appointed, to report on the state of the endowment, and offer recommendations to the Council relative to the same—the Vice-President, Dr. Beaven, Prof. Potter, Dr. Gwynne."

This committee, although appointed with a special object, has been employed by the Council as a general Land Committee.

May 1, 1844, it was resolved, "That the Bursar be instructed to sell lands after consultation with two at least of the following members of the Council, viz.: the Vice-President, Dr. Beaven, the Principal of Upper Canada College."

The business of the office in the land department is at present conducted in accordance with the last three resolutions of the Council.

The only suggestions which the Committee think necessary to offer relative to this department are, that the Bursar should be instructed to consult the Committee, not merely as to the sale of lands, but also as to leasing, which probably was inadvertently omitted in the resolution whereby the Committee was appointed. It also appears desirable that no substitutes by transfer should be recognized without previous consultation with them.

The custody of the seal should, in the opinion of the Committee, be rendered more secure than it is at present. The Bursar seems to be the proper officer to take charge of it; but it should not be affixed to any instrument without the cognizance of two or more members of the Council.

In the Appendix a form of monthly return to be submitted to the Council is given, which the Committee recommend. The accuracy of this would be checked by reference to the Registry, which contains the counterpart of every instrument issued.

The general business of the office is much greater than the Committee had supposed it to be.

The number of accounts to be kept is more than 1800; and the amount of money received annually in the office is between £15,000 and £16,000.

The correspondence is very extensive, and seems to take up a great part of the time of one clerk to enter it, besides the time and labour of the Bursar and senior clerk in writing the originals.

The making out of deeds, bonds and leases is another considerable item in the business of the office, for they are made out in duplicate—one for the party, one for the office, and one to be used in court.

The Minutes of Council also occupy much of the Bursar's time. The preparation of the different cases to be brought before the Council, is by no means a trifling part of the business devolving on the Bursar and senior clerk, inasmuch as it is frequently necessary to form a precis of all the transactions relative to the particular lots as rendered in the books.

It has been the practice of the Bursar to enter with his own hand the fair copy of the proceedings of Council in the minute book. Lately the pressure of business has been so great, that he was un-

avoidably obliged to have the assistance of one of the clerks in this part of his duty. It appears to the Committee, that it is highly important that this duty should be discharged by a confidential person, as it is impossible that the business of the Corporation can be satisfactorily conducted, or the government of the institution properly administered, if the proceedings of the Council are divulged. The Committee have not, however, found any reason for believing that the publicity which has in more cases than one been given to the proceedings of the Council, without its sanction, has arisen from any negligence or breach of confidence on the part of the Bursar or any of his clerks.

In addition to the business arising from the management of the estate, the Bursar has also under his charge the accounts of the students in the different faculties, and of the other members of the University.

The Committee think that the interests of the Institution would be promoted by relieving the Bursar from this additional duty.

In the plan originally proposed for the administration of the different departments of the University, the offices of Junior Bursar and Registrar were mentioned with a view to this service, and they are now created by statute. They might be both held by the same person, who possibly might combine, with attention to them, the discharge of the duties of Librarian.

The Committee recommend, that the same officer should also have charge of the petty expenditure of the establishment.

They are persuaded, from investigating the regular business of the Bursar's office, that it is fully sufficient to employ all his time and attention, without the addition of other duties, which do not properly devolve on him, and which are now discharged by him only by attention to them out of office hours.

The Committee feel that they would not be doing justice to this officer, if they did not bear testimony to the unremitting attention which he pays to his duties, even to the sacrifice of his own leisure, and to the ample evidence, afforded by the manner in which his books are kept, to his accuracy and knowledge of business.

The Committee cannot conclude their Report, without expressing their regret, that so long a period has elapsed between their appointment and their being able to present the result of their enquiries. Many causes have contributed to produce this delay; the most obvious of which are—the institution of the suit in Chancery by Mr. Winstanley soon after they commenced the investigation—the difficulty of obtaining evidence, and the necessary slow process of acquiring information as to the details of cases in the Bursar's office, which could only be done after office hours.

The Committee subjoin in an Appendix, all the important evidence given before them, and the communications relative to it. They have investigated other particulars than those which they have plainly mentioned or which appear in the annexed documents; but, as they have been unable to obtain written testimony, they deem it

expedient not to advert to statements, the truth of which they have been unable to establish.

The Committee have also doubted the expediency of presenting their Report pending the proceedings in the Court of Chancery, the close of which they were for some time daily expecting; and even at present they are not clear that it is prudent to anticipate the decision of that suit.

They will merely add to the above reasons for delay, that the attention necessarily paid to their other duties materially retarded them, as they frequently interfered so as to prevent their meeting.

August 21, 1848.

APPENDIX.

EXAMINATION OF THE BURSAR.

March 1864, 1845.

1. Has any direction been given to you by the Council, or any of its members, as to prohibiting all persons in your office from holding, purchasing or dealing in the lands the property of the corporation?

I do not recollect any official communication on the subject, although I have always been under the impression that it was not to be allowed.

2. Have you communicated this to those employed under you?

I have ever since my entering on the duties of the office impressed upon the clerks, that they were not to engage in any traffic of the kind.

3. Are you aware that this prohibition has been violated?

Yes.

4. By whom?

By Mr. Hawkins and Mr. Cockrane.

5. Will you detail the circumstances as far as they have come under your knowledge?

[The answer to this question, at the request of the Bursar, was communicated by him in writing on the next day.] (See No. 1.)

(No. 1.)

Toronto, 20th March, 1845.

To the Rev. Dr. McCaul, L.L.D., V. P., Chairman of the Committee, &c.

Sir,

I beg to submit the following answer to the fifth question put to me yesterday by the Committee of Enquiry into the charges brought by Dr. Gwynne against my office, which question was in these words "Will you detail the circumstances of the cases, as far as they came under your knowledge?"

The first case which I would mention, as the one which has given rise to the present enquiry, the circumstances respecting it are these:—In December, 1835, the south eighty acres of lot No. 34 in concession B of Scarborough were sold to James Dark, for 140*l.*, who paid thereon 5*l.* in part of his first instalment; and he or his family have continued paying sums in part of interest to last October. On the last day of February it came to my knowledge that Mr. Hawkins held this lot by assignment from the Darks. I immediately remonstrated with him, and told him that the property could not be allowed to remain in that position. A day or two afterwards he submitted for my signature a bond for this property, in favour of Mr. Francis Lewis. I was glad to find he had at once parted with the property; and I signed the bond on his assuring me that Lewis possessed a proper assignment. He also paid me 9*l.* on the part of Mr. Lewis, to complete the first instalment. On the 7th inst. Dr. Gwynne called at the office, and made enquiries respecting this lot, from which I found there was a disputed title to the right in the property, and that there might be doubts of Lewis's pretensions to a bond. I consequently applied to Mr. Hawkins, who returned the bond to me, not yet executed by Mr. Lewis, and I cancelled it, and returned him the 9*l.*, taking back the official receipt which had been given him on the occasion.

Since this I have received a letter from Messrs. Price & Ewart, stating that

Mr. Hawkins has employed them to commence legal proceedings, for the purpose of sustaining his claim to this property.

Yesterday Mr. Winstanley presented himself at the office, and produced a document which he said was a proper transfer from the eldest son of the Dark family to him, required to take up the original bond and pay up all arrears due upon it. Of course, under the circumstances, I could do nothing without submitting it first to the College Council; and I advised him to transmit his claim to be laid before the Council. Nothing else occurs to me to say on this subject.

On searching our books I find some tiding sales have been made to Mr. Hawkins and Mr. Cockrane a considerable time back, which had escaped my memory; and even now I cannot recall how the transaction occurred. It is probably that although I disapproved of the practice generally of allowing the clerks to speculate on our lands, yet, at this time, when so strong an aversion to the practice had not been expressed, I allowed it in these few instances of such small amount. And I am glad to find that the interests of the institution were not overlooked, and that it was done without the least injury to any party whatever, for in all the cases the lands were vacant, and not applied for by any person, and they had been on our hands totally unproductive from the date of our endowment, and would probably have remained on our hands to this day, and all the time been liable to the land tax; also they were parted with at high prices.

The following are the particulars of these lands sold to Mr. Hawkins:

Rear part 26 north Bleam's Road, Wilmot, 25 acres, at 25s. per acre.

Rear part 27 south Bleam's Road, Wilmot, 28 acres, at 27s. 6d. per acre.

Rear part 22 south Erbs' Road, Wilmot, 25 acres, at 27s. 6d. per acre.

Sold to Mr. Cockrane:

Broken lots 14 in 1st and 2nd Range Moss, 20 acres at 32s. 6d., 10 at 27s. 6d. per acre.

East part 4 in 14th con. Zorra, 41 acres, at 27s. 6d. per acre.

East part 16 in 9th " Hamilton, 85 acres, at 25s. shillings per acre.

North part 7 in 4th " Ekfrid, 75 acres, at 25s. per acre.

What I have done has been without any benefit whatever to myself, and I trust with a due regard to the interests of the institution.

I have the honour to be, Sir,

Your most obedient humble servant,

H. BOYS,

Bursar K. C.

LETTER FROM THE BURSAR.

To the Rev. Dr. McCaul, L.L.D., V. P. Chairman of the Committee, &c.

Toronto, 21st March, 1845.

Sir,

I omitted to mention in my letter yesterday a case of a sale to Mr. Hawkins, the circumstances of which are particular, and perhaps should be adverted to in the present investigation. On the 18th Nov., 1840, Mr. Hawkins made application to the Council to purchase building lot No. 7 in Newgate Street, which application was allowed, and stands recorded on the minutes of Council of that day.—See Minutes of Council of 18th Nov., 1840, minute No. 7, C. M. B., vol. II., page 218.

There can be no doubt but that the gentlemen who were at the Council board on that day were averse to such measures generally, yet, in a particular case, where no other person's interests were concerned, and where the institution was obviously to derive benefit, they do not seem to have hesitated to act for the advantage of their trust.

The sanction for this particular case had quite escaped my memory, till it was accidentally discovered yesterday, which confirms the more my opinion, that in the other cases detailed in my letter of yesterday, some reasons for them existed at the time, even more than the obvious advantage they were of to the institution, but I confess I cannot recall them to mind.

I have the honour to be, Sir,

Your most obedient humble servant,

H. BOYS,

Bursar K. C.

EXAMINATION OF MR. COCKRANE, CLERK IN THE BURSAR'S OFFICE.

March 10, 1846.

1. Have you received any directions from the Bursar, as to abstaining from traffic in the lands the property of the corporation?

Not to my recollection; the Bursar has recommended that the clerks should not engage in it.

2. It has been stated that you have land which was the property of the corporation, have you any explanation to offer? (See No. 2.)

(No. 2.)

KING'S COLLEGE OFFICE.

20th March, 1846.

Reverend Sir,

In answer to the question of the Committee for conducting an enquiry into the Bursar's office, "It has been stated that you have land that was the property of the College, have you any explanation to offer?" I respectfully beg leave to reply that I have purchased the following lots:

Lot 16, 9th concession of Hamilton, 90 acres.

Lot 4, 14th concession of Zorra, 41 acres.

Lot 14, 1st and 2nd ranges of Moss, 30 acres.

North part lot 7, 4th range of Ekfrid, 75 acres.

When I purchased these lands, in all amounting to 236 acres, I beg leave to state, that I did so more for the purpose of economising what little I could save out of my small salary than with any anticipation of being able to make money by them. They were purchased in a perfectly straightforward and official manner, with the sanction of the Bursar; and my name is entered in the ledger accounts.

The three first named lots I have since disposed of for a very trifling sum; indeed I found that I had undertaken to pay more than the land was really worth, and was glad to find any one willing to assume the responsibility of the purchases. The last named lot, the 75 acres in Ekfrid, I should be very thankful if the Council would be pleased to order that I be reimbursed what I paid, and resume possession of the land.

I have the honour to be, Reverend Sir,

Your obedient humble servant,

JOHN COCKRANE.

3. Are you aware that any one else in the office has been trafficking in land the property of the College?

I am aware that Mr. Hawkins has.

4. How long?

The first case of which I am aware was eighteen months ago, when Mr. Hawkins purchased a broken lot in Wilmot.

5. What is your department in the office?

Principally accounts.

6. To whom do intending purchasers go for information?

To Mr. Hawkins, and if he is not present to me.

EXAMINATION OF DR. GWYNNE.

March 19, 1846.

1. What is the lot referred to in your complaint?

In Scarborough—James Dark's lot.

2. In whom was the legal right vested, and how?

I have reason to believe that the legal right is in James Dark, because I saw in the office a bond for a deed to that individual, dated 1835.

3. Can you account for the deed being made in Mr. Lewis's name without his knowledge?

Not without furnishing Mr. Lewis's statement.

4. Can you furnish Mr. Lewis's statement?

Not at present; I have it not with me, and I have no doubt that it will be sent down by the Chancellor, who has a copy of it.

5. What proof have you of the existence of such a deed?

Mr. Lewis's own statement.

6. Can you assist the Committee in their investigation, by furnishing the copy in your possession?

I have a copy of it, but understanding from the proceedings of the Council yesterday that the subject is likely to become matter of litigation, I do not, without further consideration, deem it prudent to give the evidence therein contained, which may possibly prove detrimental to either of the parties concerned.

7. Can you in any way assist the Committee in investigating the charges implied or expressed in your letter to the President?

I consider, if I have free access to the books and papers in the Bursar's office, I might be able to render assistance in detecting the irregularities which I conceive exist, as alluded to in my letter, but at present I am not able to do so.

8. Can you at present assist the Committee in investigating the charges implied or expressed in your letter to the President?

I think not.

MR. LEWIS'S ANSWER TO A NOTE FROM DR. M'CAUL,
Requesting his assistance in the investigation, and his presence
before the Committee on the afternoon of March 20.

Toronto, March 20, 1845.

SIR:—In reply to your note of this morning, I beg to state, that on the subject to which you allude I acquire my information and knowledge as the agent of Mr. Edward Winstanley; and, as he has more information than I have, and being the principal also, I think your ends will be better served by an examination of Mr. Edward Winstanley.

I really feel a delicacy in the matter, situated as I am with Mr. Winstanley. Should you, however, still desire my assistance in the pending enquiry, and will furnish me with a memorandum of the information you wish to obtain from me direct, I shall be happy to wait upon you at any time you may appoint, but this afternoon I had a previous appointment, which I cannot on any consideration break.

I am, Sir,

Yours, with respect,

F. LEWIS.

COPY OF QUESTIONS SENT TO MR. LEWIS.

March 24, 1845.

1. The Committee has received information that you furnished a written statement relative to a recent transaction in the Bursar's office, as to a lot of land in Scarborough conveyed to James Dark—can you lay before them the details of that statement, or a copy thereof?

2. Are you aware of any other irregularities in the Bursar's office?

3. What evidence have you of their existence?

4. Detail the circumstances, as far as they have come within your knowledge, stating your authority for each?

LETTER FROM MR. LEWIS.

Toronto, March 25th, 1845.

Rev. Dr. McCaul:

Sir:—In reply to your favor of yesterday's date, I beg to say that I was called upon by Dr. Gwynne, who put certain questions to me which I answered, and to his request that I would put them in writing, I consented, as I should have felt myself bound to do had any member of the College Council asked the same of me. I here transcribe a copy of the letter I sent him, which will answer your first question:—

Toronto, March 8th, 1845.

Dr. GWYNNE:

DEAR SIR:—In answer to the questions you put to me yesterday afternoon, I beg to state that I was called upon the day previous by Mr. Hawkins, who produced an indenture of agreement (such as those usually issued by the College office), which was duly executed by Dr. Boys, and had the College seal attached to it, and bore (I think), the date of the 8th instant, and the purport of which was an agreement with me and the College, for the absolute sale to me of the south part of lot 24, concession B, Scarborough, containing eighty acres, for the sum of one hundred and forty pounds; one-tenth of which, or 14*l.*, was acknowledged to be received on account. On presenting it, he stated that he had taken the liberty of using my name, without first asking my permission, but that he had purchased the right of some men of the name of Dark to this lot, and wishing to obtain the College agreement, Dr. Boys had told him that he would prefer that the agreement should issue in some other person's name, who could then assign the agreement to him, and wished me to do so after reading it over; I told him that I wished to give the matter further consideration before I did so—that I would not become a party to a transaction without well considering the position in which it would place me; and that until I was perfectly satisfied in my own mind that I should not in any way be compromised or compromise others, I would not have anything to do with it. He then said that he would bring me the agreement that the Darks had given him, which he thought would remove any scruples I might have; I told him that he might do so, and that in the mean time I would consider the matter. Mr. Hawkins called yesterday and showed me the agreement he had with the Darks, (but to which the elder brother who was the only one who had a legal interest in the premises was not a party), and asked me if I would now assign the agreement to him. I told him I could not now have anything to do with it, as they had been to me and denied the agreement, and wished me to sell their interest for them. He said that any person who bought it, might depend on it every obstacle would be thrown in their way at the office to prevent their obtaining the lot. Dr. Boys called upon me this morning, and said that he had executed to me an agreement for the sale of a lot in Scarborough, and wished to know how it was; I told him that the indenture had been presented to me by Mr. Hawkins, with a request that I would assign it to him—that I had refused to do so, and that the agreement had been made out to me without my having previously been in the slightest degree consulted—that I was very much annoyed by the affair, and would have nothing to do with it. He remarked that he was afraid it would be a bad business for Mr. Hawkins; he also stated to me that if I had any property for sale that would produce an income, that I might give him a statement of it, in order that he might submit it to the Council for their consideration, as they were desirous of investing their surplus funds in real estate producing a return. I should be glad if you will let me know if this is really the case, as I have in my hands at present several such properties, the particulars of which I would submit for the consideration of the Council. I believe I have explained myself thoroughly now, and I trust that you will be satisfied that I have had nothing whatever to do with this affair, but that an unwarrantable use has been made of my name, and that is the only connection I have with it.

To your other three questions, I can only observe, that as the two last seem to be necessary to be complied with, to substantiate a reply to the second, I can make none; for although, I am well aware of similar irregularities to that set forth in the above communication, I am not prepared to prove them, as the facts are partly what have come under my own observation, and partly brought to me

by others, and I do not at present feel at liberty to disclose any name, as I have no wish to compromise others. I can only observe, that a general feeling of dissatisfaction at the management of the office has been excited through the country, from the injustice exercised by subordinates, which among the ill-informed, extends to the heads of this institution, and in no slight degree tends to keep up the existing ill feeling; and I sincerely hope that the present investigation may be promulgated in such a manner as will disabuse the public mind.

I remain, Sir, with respect,

Your most obedient servant,

FRANCIS LEWIS.

NOTE FROM THE REV. DR. M'CAUL TO E. WINSTANLEY, ESQUIRE.

SIR:—A Committee of the College Council are at present engaged in investigating certain charges relative to the lot of land in Scarborough, in which you are interested. As they are desirous of obtaining as much information as possible on the subject, they will feel obliged by your communicating any particulars, with which you may desire that they should be acquainted.

I have the honour to be,
&c., &c.

(Signed) JOHN M'CAUL.

KING'S COLLEGE, March 28, 1845.

To this note Mr. Winstanley gave a verbal reply, having called on Dr. McCaul on the following day, but he would not be induced to appear before the Committee to give evidence in this or any other case.

EXAMINATION OF EDWIN DARK.

March 31st.

1. Where did you make the agreement with Mr. Hawkins?
In his office.
2. Who proposed selling it?
Mr. Hawkins proposed to buy it.
3. Did you say anything about selling it before that?
No.
4. Who drew the agreement?
Mr. Hawkins.
5. Did you read the agreement?
No, I could not.
6. Were you aware of a penalty?
No.
7. What right have you to the lot of land?
My father purchased it—he willed it and all the property to my mother—I bought the right from my mother—she willed the 150 dollars to my elder brother.
8. Have you sold the lot of land?
Yes—to Mr. Winstanley for 110/.

EXAMINATION OF MATTHEW DARK.

March 31st.

1. Was there a penalty attached to the agreement drawn by Mr. Hawkins?
None.
This witness corroborated in every particular his brother's statement.

EXAMINATION OF MR. TINCOMBE, CLERK IN THE BURSAR'S OFFICE.

March 21st.

1. Did you hear the agreement read between Mr. Hawkins and the Darks, relative to the lot in Scarborough, 34th concession, B, which you witnessed?

No.

2. Did you read the agreement?

No.

3. Was there any penalty attached?

I am not aware that there was.

4. Did they make any condition about taking the land proposed by Mr. Hawkins in exchange?

They said that they would take his word for the goodness of the land; but that if it were not good, it was not to be a bargain.

QUESTION TO MR. HAWKINS.

Preferred verbally, March 20th.

You stated that you desired to have the opportunity of defence, relative to the case of the lot in Scarborough: Will you detail the particulars as far as you are inclined?

Mr. Hawkins reply to the charge made against him by minutes of the King's College Council, at a meeting held on the 18th March, 1845.

1st. I deny in the most positive manner that the Bursar gave strict directions to the subordinates in his office to abstain from making any purchases of land connected with the office. A few months back the Bursar advised me not to purchase land belonging to the College.

2nd. The minute states that Messrs. Price and Ewart's letter was read, proving that Mr. Hawkins has done so (viz., purchased land), contrary to such instructions—that the same be suspended from his duties until the matter be properly investigated. I am led to assume that something more gave rise to the reading of Messrs. Price and Ewart's letter, than appears on the face of the minute above referred to. I therefore beg to state the circumstances referred to in that letter. On the 25th of February last, Edwin and Matthew Dark, sons of the late James Dark, who purchased in December, 1835, from the College, the south part of lot 34, concession B; Scarborough (80 acres), came to the Bursar's office, and stated they were informed that the College had advertised this land for sale, and enquired if it was so; they were told by me that the College had not done so—that they never advertised land (farms) for sale.

They then stated they were desirous of selling their interest in the land, and that ~~the~~ living near the lot, had offered them 50*l.* for their claim—that they had refused that offer, but that if they could get 75*l.*, they would take it for their right. I then told them that I would give them 100 acres of land in Reach for their interest in the property, to which they at once and gladly agreed, and immediately entered into an agreement with me to that effect. The parties came to me about ten or twelve days after, and stated they had been to look at the land I sold them, and that it did not suit them, remarking that the land was not as good as they wished, and offered to rescind the bargain. I told them I would not do so; and after some conversation, I said, that as they seemed dissatisfied with their bargain, I would in addition to the 100 acres of land, give them 25*l.*, which they refused, stating that a better offer had been made to them since they sold to me, and that they would not perfect their agreement with me. They offered me 5*l.* to give up their bond, which I refused to do. They stated that it would be worse for me if I did not give up the agreement—that there was a person in town who would make a row about it, that would oblige me to give it up. This person I have learned is Mr. Lewis, through the agency of Dr. Gwynne, a member of the College Council, who has been very active in endeavouring to obtain information.

Immediately after I bought the place from the Darks, Dr. Boys said to me he was informed I had purchased this land; I told him I had, and that I was desirous to

make an arrangement for the payment of the debt due to the College, which the Dr. urged me to do. I told him that the original purchaser Dark had not taken out a bond for a deed, and that I was anxious to do so, and agreed to pay about one-quarter of the interest in a month, and the remainder in six months, to this the Dr. agreed.

The Doctor mentioned that it would be better for my name not to appear in the books of the office, and suggested that I should arrange the business in the name of some friend. I named Mr. Lewis, the land agent, to which he agreed, and a bond, based upon the original agreement with Dark, was made out, in the name of Lewis, as my agent—the Doctor at the same time receiving from me a sum on account of the purchase of the land. I mentioned the circumstance to Mr. Lewis, and shewed him the bond, who said he would consider upon it till the next day. When I called the following day, he declined signing it, stating as a reason that the Dark from whom I bought had been to him, and requested him to offer the place to Mr. Winstanley, for whom they understood Mr. Lewis did business. Dr. Boys shortly after requested me to give up the bond, and to accept the money I had paid, stating that he was afraid some difficulty would arise (in consequence, I believe, of Dr. Gwynne having called at the office about it). To this I acceded, and accordingly gave up the bond and took back the money I had paid, feeling that my claim in law or equity was sufficiently good, and that the Council would not allow me to be wronged.

I would beg to remark, before concluding, that Dr. Boys's statement, as set forth in the minute of Council—that he had given *strict directions to the subordinates*—is so directly opposed to the circumstances of this case, that I cannot but regard the Doctor's statement to the Council in any other light than an intention to throw the blame or responsibility arising out of this matter from his own shoulders, and put it upon mine.

This kind of dealing—if I may be permitted so to speak—has on more than the present occasion shewn itself, though not in so formidable a manner.

All which is most respectfully submitted.

Richmond-street, Toronto, March 26th, 1845.

RE-EXAMINATION OF THE BURSAR.

April 12th.

1. Are you aware of any of the University lands being in the possession of any other person in the office besides Mr. Hawkins and Mr. Cochrane?

I am not.

2. Are you aware of any of the University lands being in the possession of any member of the Council?

I am not; excepting that Mr. Barron has about $\frac{1}{4}$ of an acre of the property of Mr. Ridout, transferred to the University, and Dr. Gwynne 2 building lots in Block D., which he purchased previous to his becoming a member of the Council.

3. Are you aware of any of the University lands being in the possession of any member of the establishment?

I am not.

RE-EXAMINATION OF DOCTOR GWYNNE.

April 18th and 21st.

1. Is there any further information relative to the Bursar's office, which you desire to communicate to the Committee?

I have heard of other charges in conversation, to the particulars of which I am desirous of calling the attention of the Committee, and for the elucidation of which I think that it would be desirable for the Committee to call on the Bursar to produce his Register and Account Book.

2. Will you detail the charges?

A person has communicated to me, that Mr. Hawkins lately offered for sale Lot No. 1 or 3 in the 7th Concession of Esqueving, which offer was accepted by an individual, and agreed upon by the parties, but in consequence of some difficulties connected with the assignment of the lot, prior to completing the purchase, the individual was induced to have recourse to the Bursar's office for the purpose of examining the title. In this examination he was assisted by the Bursar, who could find no evidence of Mr. Hawkins's claim thereto, but that the legal right appeared from the books to be vested in a person by the name of White. This Mr. W., as I am informed, disclaims having ever purchased the lot, or having any title thereto.

3. Are you aware of the name of the person?

It was communicated confidentially, but I have given the substance, the correctness of which can be ascertained on reference to the Bursar's books.

4. Do you know who the Mr. White is to whom you refer?

I do not, but I am informed that he lives in the neighbourhood of the lot.

5. Is there any other charge relative to the Bursar's office, to which you would desire to call the attention of the Committee?

I hand in a copy of a letter to R. P. Crooks, Esq., from the Bursar, which appears to be inconsistent with the statement of the Bursar, on which Mr. Hawkins was suspended.

COPY OF A LETTER FROM THE BURSAR TO R. P. CROOKS, ESQ.

King's College Office, Toronto,
9th December, 1843.

SIR,

Mr. Hawkins having applied to me for some sort of certificate that he is the purchaser of the west part of Lot No. 2 on the east side of Church-street and south corner of March-street, in the city of Toronto, being part of the school reservation known as Block D, I have to say that Mr. Hawkins is the assignee of Andrew Patten, who became possessor of the whole lot by a regular chain of transfers, derived from Levi Fairbanks, the original purchaser, and Mr. Hawkins stands registered in the books of this office as the legal holder of the part of the lot above mentioned, being 45 feet fronting on Church-street, by 38 feet on March-street.

There is £105 due for principal on this part of the lot held by Mr. Hawkins: the interest upon it is to be paid half-yearly on the 7th September and 7th March.

Should you obtain from Mr. Hawkins a transfer of this part of the lot, you will then be registered as the legal holder thereof.

I am, Sir,

Your most obedient servant,

(Signed,)

H. BOYS, Bursar K. C.

R. P. Crooks, Esq.

6. Have you not had opportunities of examining the Bursar's books?

I have never examined any of his books except the Minute books, but for some time past I have been desirous of examining other books belonging to the Bursar's office, and with that view moved for the production of certain books and papers at the last meeting of the Council. I wish also to observe that on one occa-

sion I was refused access to the Minute book by the Bursar, although I stated to him at the time the object of my desiring it was for the purpose of procuring certain information, on which I was about to ground a memorial to the Chancellor.

7. Is that the only occasion on which you were refused access to any of the books in the Bursar's office?

There was one other. I was desirous of seeing the Bishop's account, in order that I might ascertain whether the same principle of charging interest had been pursued with him as with myself (the Bishop having stated that such was the case, and I being under the impression that his account had been closed long previous to the period at which illegal interest was first charged against myself); but the Bursar declined, saying that without a special order from the Council, he would not allow me to see the Bishop's or any other person's private accounts.

8. Did you bring the matter before the Council?

No. As it was a matter of curiosity, and I had no desire on that occasion to pry into the Bishop's or any other person's accounts.

9. Did the Bursar tell you that there were any private accounts in his office?

He called the Bishop's a private account, and I inferred from what he said (as stated in a preceding answer) that he considered others (my own included) of that description also; and I at the time observed that I could not understand how there could be any private accounts connected with the institution, which should not be at all times open to a trustee of that institution.

10. Did you ever complain to the Council that you had not free access to the books in the Bursar's office?

No.

11. Have you not made extracts from the Minute Books in the the Bursar's office?

Several, prior to that period. I had occasion to do so when called upon by the Chancellor to answer certain charges, which were brought against me in 1843; and upon another occasion, when, as I have before stated, I was preparing a memorial to be sent to the Chancellor.

12. Then how long have you been at any one time in the Bursar's office on this business?

From two to three hours.

13. Have you on any other occasion made extracts from the Bursar's books?

Not to my recollection.

14. Were you not a member of a finance committee?

I was.

15. Did you ever report to the Council?

The committee never sat but once, and did not report.

16. Could you not have obtained a thorough insight into all the affairs as recorded in the Bursar's office, if you had discharged your duty as member of that committee?

I fancy there would have been no impediment (as far as those

affairs come within the province of the committee); but the proceedings of the committee were, in the opinion of the committee, dependent on certain information from the Bursar's office, called for by another committee, which information has not even yet been furnished.

17. Dr. Gwynne desired to draw the attention of the committee to an irregularity in the Bursar's office, arising from a discretionary power exerted by the Bursar, of taking such action only on certain resolutions passed by the Council, as to him seemed expedient—particularly on one relative to placing the accounts of those in arrear for rent in the Solicitor's hands—from which evils of great magnitude have arisen.

18. Did you or the committee report that (see question 16) to the Council?

I recollect on one occasion mentioning at the Council that our not having acted was in consequence of not having obtained that information.

19. Can you mention any particular case of the evil (see 17) resulting therefrom?

I cannot give a particular instance, but I have reason to believe that the conduct of the Bursar in reference to the resolution above mentioned, has proved in its results detrimental to the interest of many of the individuals indebted, and discreditable to this institution.

The nature of the evil alluded to is as follows:—It afforded to Mr. Hawkins an opportunity of communicating, either by letter or through agents, with such individuals as were known to be defaulters and in possession of valuable lots of land, and who were not included in the list furnished to the Solicitor (apparently with the sanction of the College), of threatening them in such a manner as to induce them to have recourse to the office, where, in personal interviews with the individuals themselves (who at the time were misinformed respecting the views of the Council), he was enabled to enter into arrangements highly beneficial to himself, but prejudicial both to the interests of those persons and to the character of the Council.

20. Can you communicate to the Committee your reasons for believing the above?

The report was current; and I refer the committee to Mr. Lewis, land agent, for information on the subject.

21. Can you mention nothing more definite?

I have nothing definite; but I think it countenanced by another report relative to charges in the post-office account, which is to the effect that the sum paid by the University to the post-office for letters addressed to Mr. Hawkins in his private capacity, nearly equals that paid for all other communications whatever, which have passed through the post-office, relative to the business of the University.

22. Is there any further information, which you desire to communicate to the committee for their investigation?

I have reason to believe that deeds, bonds for deeds, and leases, have issued from the Bursar's office, having the corporate seal

attached thereto, and signed by the Bursar, to which the signature of the President is not affixed, and which have not been approved by the Council. This irregularity appears to me to be in direct violation of the 3rd University statute, and from it I anticipate the most serious consequences, inasmuch as I fear that it exposes the Corporation to endless litigation, and renders it impossible for the trustees now to decide what instruments have been honestly and in good faith obtained, and what have been fraudulently procured.

23. Will you state your reasons for believing the above?

I saw an instrument to-day, issued in favour of a Mr. Landers, of that description.

24. In what way would the Corporation be exposed to litigation on that account?

It appears to me that the statute requires the affixing of the President's signature to all instruments issued from the Bursar's office, in order to render their legality complete, otherwise the Corporation have no security against the abuse of their corporate seal, and it would be in the power of the individuals in the Bursar's office to make away with the real estate of the University without the cognizance of the Trustees.

25. Are you aware that it was the custom, up to a certain date, for the President to sign all instruments, and that this custom was altered by the authority of the Council?

I am not aware of the mode in which any instruments were issued previously to my becoming a member of the Council.

26. Do you conceive that any signature is necessary to give validity to an instrument to which the corporate seal has been affixed?

I do. I conceive the signature of the President is necessary, according to the provisions of the 3rd University statute.

27. Do you conceive that the law can be altered or affected by a University statute?

No.

28. Does the University statute state that no instrument shall be valid without the President's signature?

No, it does not: it does not speak of validity at all.

EXAMINATION OF HUGH GRAHAM (BROTHER OF JOHN W. GRAHAM):

West half lot 15, 3rd concession Hurontario Street.

April, 19th, 1866.
1. When did you call to purchase the west half of lot 15, 3rd concession Hurontario Street?

On July 11th, 1843.

2. Whom did you see in the office?

Mr. Hawkins.

3. Did he tell you that it was for sale?

Yes.

4. At what price?

2l. 2s. 6d. per acre.

5. Did you object to the price?

No; but Thomas Graham did, for Irvine on the other half got his land for less.

6. Did you make any offer relative to purchasing?

Yes; I said that we would assent to the proposed terms, and would pay as soon as the crops were off the ground.

7. Did Mr. Hawkins agree to that?

Yes, he did.

8. When did you next apply?

In September, 1843. I brought in and offered for rent and part of purchase money 15*l.*, and promised to pay the rest of the first instalment within a few days.

9. What did Mr. Hawkins say to that?

That he would not take it, as the land was in the hands of others; that a Mr. Jackson had leased it; then that he had bought it at 2*l.* 2*s.* 6*d.* per acre, and finally at 2*l.* per acre.

10. Do you know who Mr. Jackson the purchaser is?

No; I have tried frequently to find out, but could not.

11. When did you last see Mr. Hawkins?

About five weeks since in his own house. He asked whether a lease of a few acres with the house would be sufficient, if I got two or three hundred dollars. He afterwards raised this to 100*l.* He asked what it would rent for; I said about 20*l.* or 25*l.* He said then he would not take less than 40*l.* He then mentioned 50 acres in the Gore, for which he was offered one hundred dollars per year.

12. When was the ejectment served?

About the first of August, 1843.

13. When was the trial?

In April, 1844.

EXAMINATION OF GEORGE GRAHAM (UNCLE OF HUGH GRAHAM.)

April 24th.

I was at Mr. Strathy's office with Hugh Graham some time in this spring. He said that he was authorised to make an offer—230 acres at Port Talbot, of which 17 or 19 years of the lease were unexpired—in lieu of John W. Graham's land; if not, 100 acres in Reach with a free deed; and that it was better to do this and give up peaceable possession, and live on friendly terms.

COPY OF LETTER FROM MR. HAWKINS.

Toronto, 24th April, 1845.

The Rev. Dr. McCaul, Chairman of the Committee of Investigation &c. &c. &c.

REV. SIR:—I take the liberty of addressing you upon the matter respecting me now under the consideration of the Committee.

It is nearly six weeks since I was suspended by the Council, during which time various reports have been industriously circulated prejudicial to my character.

Without the slightest wish on my part that anything affecting me should be hastily passed over, I think I may with all fairness respectfully request that the matter may be brought to a speedy issue. I have every confidence that the Committee will allow no charge to be brought against me, much less that the Committee will prejudice me in any matter, without its being first communicated to me, and a fair opportunity of defence given me.

I have the honor to be, Rev. Sir,

Your most obedient humble servant,

(Signed)

HENRY HAWKINS.

EXAMINATION OF WILLIAM IRVINE.

May 2nd, 1843.

1. Are you aware that money has been offered at the College office in payment for the lot occupied by John Graham?

Yes; I myself offered 100 dollars to Mr. Hawkins in 1843, but he would not take it until John Graham came in.

EXAMINATION OF THOMAS GRAHAM, COUSIN OF JOHN GRAHAM.

May 14, 1843.

Were you present with Hugh Graham in the College on the 11th July, 1843?

I was.

2. Was there any engagement given by Mr. Hawkins, as to your aunt and cousins having the lot on which they are living?

When Hugh Graham told him that in the fall after the crops were in the arrears of rent should be paid, he said that would do.

3. What did he say was the price of the land?

Eight dollars and a half per acre.

"This is to certify, that I Thomas Graham was in the College office 11th July, 1843, with Hugh Graham, and Mr. Hawkins said that the valuation was 21. 2s. 6d., and Hugh Graham promised to pay me back gone rent in the fall, and purchase it if sold as the east end.

(Signed)

THOMAS GRAHAM."

EXAMINATION OF MR. STRATHY,

Formerly partner of Mr. Small, the solicitor of the corporation.

April 26.

1. Do you recollect any particulars relative to lot west half 15, 3rd concession Hurontario Street, occupied by the Grahams?

Yes; they were ejected by the authority of the College.

2. Are you aware by whom the land was purchased?

I have understood that Mr. Jackson purchased it.

3. Are you aware that any one since the Grahams have been ejected has had a lease of that property?

Yes; a Mr. Lawn.

4. Did you draw that lease?

Yes.

5. To whom?

It was drawn in favour of Mr. Jackson, through Mr. Hawkins as his agent.

6. Did you ever make any offer to the Grahams, since the land came into the possession of Mr. Jackson?

I did: a free deed of 100 acres in Reach, or 230 acres on the Lake Shore, near Port Talbot, of which the unexpired portion of the lease was about 20 years.

7. What authority had you for making that offer?

Mr. Hawkins, as agent for Mr. Jackson.

8. Are you clear that Mr. Hawkins asserted that he acted as agent for Mr. Jackson?

I am.

9. Did you ever see Mr. Jackson—or do you know anything of him?

No; nor do I know anything of him.

10. Was there any reservation in the lease?
Yes; about 4 acres, which it was supposed would include the house lately occupied by John Graham and his mother.

11. For what object was that reservation made?
I think that Mr. Hawkins mentioned that it was for the use of the widow Graham.

RE-EXAMINATION OF MR. HAWKINS.

April 28th.

1. Have you ever given instructions to Mr. Strathy to make any offers for you relative to land, the property of the University?
Never.

2. Did you ever make any offer yourself to a man of the name of Graham, relative to west half lot 15, 3rd Concession Hurontario Street?
Never.

3. Do you know who the Mr. Jackson is that bought the lot?
I have seen him.

4. Do you know where he lives?
He did live in Toronto, but I do not know where he lives now.

5. Were you ever offered, for the University, rent on account of that lot by Graham?
I have now no recollection of ever being offered any rent. They came indeed during the progress of the suit, and their proposals then I would not accept.

6. Have you got any land in any Gore?
I have; in that of Toronto.

7. Had you any conversation with Graham relative to the lot?
I had—but did not make any offer, such as that stated in his evidence, nor any other.

8. Do you recollect agreeing to sell that land to Graham?
No, I never did.

9. Do you know a Mr. White?
Yes.

10. Has he any of the College land?
He has bought land, but I cannot say whether he still possesses it.

11. Has he any land in Esquesing?
I am not aware that he has.

12. Is there any penalty attached to the Dark's agreement with you for their lot in Scarborough?
There is, for £200.

13. Was the penalty read to them?
It was.

14. Was it read in the presence of a witness?
I am not sure.

EXAMINATION OF MR. LEWIS.

April 29.

1. Can you communicate the information referred to in No. 17, now read to you, involving charges against Mr. Hawkins?

* See Dr. Gwynne's Examination, No. 17.

Yes—I am aware of several instances of persons indebted to the College being threatened by Mr. Hawkins.

2. Are you aware of Mr. Hawkins having derived any personal advantage from those threats.

Yes, I am.

3. Will you mention any case or cases?

There was one in Albion. The lot (11, 3rd Con.) was held by Mr. Longhead, who I have reason to believe was obliged to give it up to Mr. Hawkins, and he sold it at a considerable profit. (Mr. Lewis stated that he could mention others on reference to his books.)

4. Are you aware what he received for that lot?

No, I am not, but I know that he obtained for it 50 acres in the Gore of Toronto, and 200 in King (1, 10th Concession,) and I think £100 in cash.

5. Have you any land formerly the property of the College on your books?

I have.

6. Have you any to sell for Mr. Hawkins?

Yes.

7. How many lots and what are they?

(Mr. Lewis stated that he would detail them on reference to his books.)

8. Has Mr. Hawkins any land in Reach?

Not that I am aware of; he has none entered with me for sale.

9. Have you any land in Reach for sale?

Yes; some that I am employed by Messrs. Forsyth, Richardson and Co. to sell.

10. Did Mr. Hawkins treat with you for its purchase?

He did for the purchase of one—lot 15, 11th Concession.

11. Are you aware that this was the land which he offered to the Darks in exchange for their lot?

Yes, a part of it was.

12. Was it before or after the agreement with the Darks that he treated with you for the purchase of that land?

I am not certain,

13. Will you state what was the date of his contract with you for the purchase of that land in Reach.

I can on reference to my office.

14. What was the price of that land?

15s. per acre.

15. Are you aware of any instance in which Mr. Hawkins received a consideration for furthering the interests of intending purchasers of the College lands?

I knew one, but I do not know that I am at liberty to mention it; it was, however, not received directly. A person desirous of obtaining a lot of land, thinking that he could not obtain it without the assistance of Mr. Hawkins, offered a sum of money to Mr. Hawkins, which he declined, but stated that he would procure the lot for him if he would pay a certain sum to him for the land; the person agreed to this, and paid by note £85, in addition to the first instalment, and, I believe, some back rent.

16. Have you heard any complaints from persons holding the College lands, of Mr. Hawkins's conduct to them?
Frequently, of being threatened.

17. Do you think that those threats were held out by the authority of the Council or Bursar?

I cannot form an opinion of that, but parties frequently complained that the business of the office was left to the management of Mr. Hawkins.

18. Has Mr. Hawkins any land in Bayham?

Yes, he has.

19. Can you mention the particulars of that lot?

(Mr. Lewis stated that he would communicate them on reference to his books.)

20. Has Mr. Hawkins sold any of the lands formerly the property of the College, through you?

Two lots—one in Trafalgar—the other in York.

21. Did you see the deeds for those lots?

No—I was merely the agent for effecting the sale.

22. Did he mention to you anything about the lot held by the Darks?

He did; he asked my opinion as to its value, and whether I thought that I could sell it; he was in the habit of consulting me about the value of lands.

23. Are there any other transactions of his, which you consider important to mention to the Committee in furtherance of their object?

I am not aware of any at present.

24. Is any other officer or member of the University, as far as you know, possessed of land formerly the property of the University?

Not that I am aware of.

25. Has any other officer or member of the University sold any land, formerly the property of the University, through you?

No.

Statement furnished by Mr. Lewis after reference to his books:

(1.) Part of Lot No. 23 in the 2nd Concession South Dundas-street, township of Trafalgar. Mr. Hawkins's interest in this lot, sold by me, was £80. I am not quite certain that I have mentioned the right number of this lot, but the man from whom Mr. Hawkins obtained it was named Abbott; it is 1½ miles from Broste; Mr. George Bilton, tailor, was the purchaser, he has since purchased the other half from Mr. Hawkins.

(2.) West half of Lot 32, 3rd Concession from the Bay, in the township of York, 100 acres. Mr. Hawkins's interest in this was sold by me to Mr. George Urquhart, wharfinger, for £100.

(3.) Lot 3, 4th Concession, township of London, 200 acres, left with me for sale by Mr. Hawkins, at £3 per acre, with instructions to give several years for payment, if purchasers would pay £200 down.

(4.) Lot 24, 4th Range, township of Ekfrid, left with me by Mr. H. at 25s. per acre.

(5.) Lot on the corner of Church and March streets, left for sale at £3 per foot; £105 might remain on interest for ever, £50 or £60 down, and the balance in 4 equal annual instalments.

(6.) Lot 11, 2nd Concession Albion, 200 acres, 100 improved, left with me by Mr. H. at £750, to pay £200 down, and balance in 4 equal annual instalments.

(7.) Lot 24, 1st Concession Bayham, 220 acres, 60 improved, left by Mr. H. to sell his interest in it for £200

(8.) 100 acres in township of Toronto, in which a man by the name of Graham resided, left at £525, with instructions that £140 might remain at interest for 9 years.

(9.) North-east 4, Lot 16, 10th Concession Gore of Toronto, 50 acres, £300; this lot was obtained by Mr. Hawkins in exchange as part payment of the lot in Albion, and was conveyed to him direct by His Lordship the Bishop of Toronto.

(10.) South half Lot 1, 4th Concession York, East Yonge-street, 100 acres, left for sale at £700.

(11.) West half Lot 15, 14th Concession Burford, 100 acres, left for sale at £350.

(12.) Lot 11, 3rd Concession Oakland Gove, 90 acres, left for sale to obtain an offer.

EXAMINATION OF WM. MORROW (MESSENGER).

May 2nd.

1. Have you ever got letters from the College Box in the Post Office for any other person than the Bursar?

Yes, I have.

2. For whom?

Professor Croft, Professor Sullivan, Mrs. Powell, Mr. Hawkins, Mr. Tincombe and Mr. Cochrane.

3. Do you recollect whether those letters were always post-paid?

There were certainly some of them not post paid.

4. For whom of the above named individuals have you received the greater number of letters?

For Mr. Hawkins and Mr. Cochrane.

5. For which of those two have you received most?

I think for Mr. Cochrane.

6. Have you received many letters for the persons above named.

Yes—I have a great many.

7. Have they ever paid the postage?

Not to my knowledge.

8. Have you ever received any letters to leave at the Post Office, on which the postage was to be charged to the University, from any other person than the Bursar?

I have got letters from the Bursar's office, marked "paid, Box 88."

COPY OF LETTER FROM MR. HAWKINS.

Toronto, 19th May, 1845.

The Rev. Dr. McCaul, Chairman Committee of Investigation, &c. &c. &c.

REV. SIR:—I beg to request that the Committee appointed to investigate charges against the Bursar's office will not adopt their report till I shall have had an opportunity of rebutting the statements made by certain individuals, as appears from the evidence before the Committee, a copy of which the Committee have allowed me to make, and that I may be allowed an opportunity of cross-examining some of the individuals above alluded to. I have also to request of the Committee to authorize the Bursar to furnish me with the following documents.

1st. Of all letters that have passed between the Bursar and the Solicitor respecting the west half of lot 15, 3rd Concession Toronto E. H. S.

2nd. Of letter of Mr. Nicholls, land agent, to Bursar, inclosing a memorial, or petition, on behalf of the Grahams, with the Bursar's reply thereto, and copy of said memorial or petition.

* This land never belonged to the Corporation.

3rd. Of Memorial of the *Grahams*, left with the President since they were rejected by the Council, with copy of minute of the Council upon that document.

4. Of any minute of the College Council prohibiting the Clerks in the Bursar's office from purchasing lands, the property of the Corporation.

5. Of minute of College Council of 16th November, 1840, agreeing to sell me a lot of land on Newgate Street in this city.

6. Of any minute or order of the College Council giving to any Clerk in the Bursar's office the power of selling land, and of affixing the seal of the Corporation to instruments for the sale of lands, the property of the University.

7. Of minute of Council directing the Bursar to place in the hands of the solicitor the accounts of all persons indebted for arrears of rent, or notes of hand, with copy of any other minute (or statement of the Bursar's) having reference thereto.

8. Of minute of Council appointing the following Committees :

1st. A Committee called the Land Committee.

2nd. A Committee for valuing land.

9. Of minute of Council upon any letter of resignation.

10. Of minute of Council appointing a Committee to value land, shortly after Col. Wells's removal.

Will you have the goodness to inform me when the Committee will be prepared to go into the examination in answer to the statements, or so much of them as have any bearing upon me?

It will, however, take a little time for me to prepare, and I wait your reply.

In the course of my defence it will be necessary for me to call upon the following gentlemen, members of the College Council, to reply to certain questions bearing upon the matter, viz.:

The Hon. and Right Rev. The Lord Bishop of Toronto, President of the University.

The Rev. Dr. McCaul, V. P.

The Rev. Dr. Beaven, Dean.

Professors Croft, Gwynne and King.

Other parties, not connected with the University, will have to be called upon, but whom I am at present not prepared to name; and I give the above names now, in order that I may be informed in time of the manner in which I am to proceed, for the purpose of obtaining answers to such questions as I may have to ask those gentlemen.

Should I wish to put questions to any other officer or servant of the University, I presume I shall be allowed to do so.

Allow me to ask, if I shall be permitted to have Counsel with me in conducting my defence, should I find it necessary to do so.

I have the honor to be, Rev. Sir,

Your most obedient humble servant,

(Signed) HENRY HAWKINS.

Richmond Street, Toronto, 9th June, 1845.

REV. SIR:—Permit me to enquire if the Committee have decided upon receiving no more evidence against me; and if I have been permitted to take copies of all the evidence and documents containing charges against me.

I have the honor to be, Rev. Sir,

Your most obedient humble servant,

HENRY HAWKINS.

The Rev. Dr. McCaul, Chairman of the Committee of Investigation &c. &c. &c.

RE-EXAMINATION OF WM. MORROW, MESSENGER.

June 20th.

1. Have you ever received letters for any other person than the Bursar, from the University letter box?

Yes—for Mr. Cochrane, Mr. Hawkins, Mr. Tincombe, Professors Croft and Sullivan, and Mrs. Powell.

2. Was the postage on such letters paid?

On some it was—on others not.

3. By whom was the postage paid on those letters, which were not prepaid?

I suppose by the Bursar—for I never received any money for them.

RE-EXAMINATION OF MR. COCHRANE.

June 20th.

1. Are you aware that any letters have been received by the Clerks in the Bursar's office, the postage of which was charged to the University?

I am.

2. Can you explain when or how the custom originated?

It has been the custom since I entered the office, and I considered that in this respect the usage was the same in this as in other public offices.

3. Are you aware that any other member of the establishment has received letters, the postage of which was charged to the University?

I have reason to suppose that such letters have been received by Professors Croft and Nicol, and Mrs. Powell.

4. How is the postage account kept?

It is furnished by the Post Master to the Bursar quarterly, in the aggregate, and paid by him.

Richmond Street, Toronto, 23rd June, 1845.

REV. SIR:—In reference to the decision of the Committee upon my letter of the 19th ult., and more particularly to that part which directs that the cross-examination and direct examination should be by written questions sent under cover to the Chairman, who would forward them to the parties; and in accepting those terms I beg to state most respectfully that my opinion upon this point remains unchanged, viz., that I conceive I am not allowed the privilege of conducting my defence in the manner in which evidence was received against me.

My reasons were given at the time you informed me of the decision of the Committee; it is perhaps therefore unnecessary for me here to state them. The great difference there is between an oral examination and an examination conducted in writing, with the decided advantage which the former has over the latter, will I think at once appear.

I beg to enclose questions for Dr. Gwynne to answer, and I would suggest (if I may be allowed) that the answers be given on a separate sheet and not in the margin of the one sent; which perhaps it would be well to have observed throughout. I trust I shall be pardoned for requesting that no member of the University may be permitted to see the evidence given by another; or to have access to any evidence or documents now or that hereafter may come before the Committee.

I have the honor to be, Rev. Sir,
Your most obedient humble Servant,
HENRY HAWKINS.

The Rev. Dr. McCaul, Chairman of Committee of Investigation &c. &c. &c.

Mr. Hawkins presents his respectful compliments to the Rev. Dr. McCaul and begs to acknowledge the receipt of his note of yesterday, in which it is stated that the Committee are of opinion that the questions which he has sent as part of his cross-examination of Professor Gwynne are not necessary for his defence against any charge which have been advanced against him, and that they therefore will not transmit them to that gentleman.

Mr. Hawkins presumes that the Rev. Dr. McCaul forgot to return the questions referred to, and begs to request that he will send them by the bearer.

Richmond Street, 27th June, 1845.

EXAMINATION OF JAMES KERR.

June 23th.

1. When did you call at the College office, to make enquiry regarding the lot west half No. 15, 3rd concession east of Centre Road in the township of Toronto?

In the spring of 1842.

2. Whom did you see?

Mr. Hawkins, I think.

3. What did he tell you regarding that lot?

He said that it did not belong to the College; and when I insisted that it did, he admitted that it did. He appeared very desirous to hear all the particulars regarding the lot and its value to such a degree, that I entertained suspicions that he had some personal interest in it.

(Signed)

JAMES KERR.

Mr. Hawkins presents his respectful compliments to the Rev. Dr. McCaul, and begs to send herewith extracts from the evidence given by Mr. Lewis before the Committee of Investigation on _____ of _____ 1845, being Nos. 1, 2 and 3, in order that the charges therein made may be proved.
Richmond Street, 1st July, 1845.

There was received at the same time a similar note, with extracts from the evidence of Dr. Gwynne, calling on him to prove the charges made in his answers Nos. 17, 19, 20 & 21.

The document was sent to Dr. Gwynne, with a request that he would transmit his answer to the Chairman of the Committee. The following is a copy of his note in reply:—

SIR,—I have the honour to acknowledge the receipt of your letter of the 2nd instant, enclosing certain questions proposed by Mr. Hawkins, relative to the evidence given by me before the Committee of Investigation, with a request from you on the part of the Committee, that I should transmit to you my answers, &c.; and in reply I beg to state, that in placing the Committee appointed by the Council to "investigate the irregularities committed in the Bursar's office," in possession of the information contained in my evidence, my object was to enable that committee to form a just estimate of those irregularities, and of the parties implicated by them. As far as Mr. Hawkins is concerned, that object is already fully attained, if I may judge from expressions which have fallen at different times from yourself and the members of the Committee; and as I cannot acknowledge in Mr. Hawkins competent authority to interrogate me, I must at present decline producing for his satisfaction proof in confirmation of my evidence—the more especially as part of that evidence does not appear to me to have any particular relation to himself.

I have the honour to be, &c.,

- (Signed)

W. C. GWYNNE.

Prof. McCaul. July 3, 1845.

Mr. Hawkins was verbally informed on July 4th, that Dr. Gwynne had declined answering the questions sent.

COPY OF LETTER FROM MR. HAWKINS.

Richmond Street, Toronto, 5th July, 1845.

REV. SIR:—I herewith send questions to be transmitted to His Lordship the President, and Professor Gwynne.

With reference to your statement of yesterday, that Dr. Gwynne had declined to prove the charges made by him on the 18th of April—being numbers 17, 19, 20 and 21 of that examination—I beg leave to state that it is my desire that that

gentleman should have the opportunity of proving the whole of his charges against me; I therefore trust the Committee will transmit the questions now sent.

The questions which I send for his Lordship to reply to, I have endeavoured to draw up in as respectful a manner as possible, and should there be any deficiency on that account, I shall feel both happy and obliged if the Committee will point it out, in order that I may have an opportunity of putting it right before sending the questions to his Lordship.

I beg also to state that it is not only my wish but my desire to put my questions to the members of the University in as respectful a manner as I am capable of doing; and I would respectfully request that those sentiments may be communicated to his Lordship the President.

I have the honour to be, Rev. Sir,

Your most obedient humble Servant,

(Signed) HENRY HAWKINS.

On the same day (July 2nd) a similar note was addressed by the Chairman of the Committee to Mr. Lewis, to which he replied in the note following:

King Street, 7th July, 1845.

REV. SIR:—I have to apologize for not before answering your note of 2nd inst., but an unusual press of business at the present moment must plead my excuse. In reply, however, I beg to observe, that when called upon by the Committee of Investigation to answer certain questions put to me by them, I simply stated facts as they had been stated to me, and came partly under my own observation; for the proof of what I asserted, I understood it was the intention of the Committee to apply to the parties who occupied or had occupied the lots I mentioned in my memorandum, and it certainly appears to me that this would be the only satisfactory way, for any assertion that I may now make can only be a reiteration of those already made, and may be followed by a similar demand of proof, which, of course, can only be obtained by assembling the parties and examining them on oath; for myself, I can only observe that should I be called upon in a court of justice to swear to what I have stated to the Committee as being the truth to the best of my knowledge and belief, I shall be prepared to do so.

I am, Sir, with respect,

Your obedient Servant,

FRANCIS LEWIS.

Rev. Dr. McCaul.

After the receipt of the letter of the 5th July, from Mr. Hawkins, the chairman addressed a note to Dr. Gwynne, with the questions proposed by Mr. Hawkins, of which the following is a copy:—

SIR,—On the part of the Committee of Investigation, I enclose herewith a paper, containing questions proposed by Mr. Hawkins in the evidence given by you. It is right to acquaint you that on receiving your note of July 3rd, I informed him that you had declined answering the questions previously transmitted.

I have the honour to be, &c.,

(Signed)

JOHN McCAUL.

Subsequently the Chairman had a personal interview with the President, and also with Dr. Gwynne, on the subject. He then addressed the following note to Mr. Hawkins:—

SIR,—I have to acquaint you that the President and Professor Gwynne have declined answering the questions which you sent to the Committee on July 5th. His lordship's objections to comply with your request were, I understood, that the answers would require a minute examination of the College records, for which he could not spare time; that he did not perceive how they were necessary for your defence; and that he did not feel himself under any obligation to take part in the matter.

Dr. Gwynne at present declines, as he cannot acknowledge in you competent authority to interrogate him—the more especially as part of his evidence does not appear to him to have any particular relation to you.

I have also received an answer from Mr. Lewis, to whom I transmitted your queries, of which you can at any time have a copy.

I have the honour to be, &c.,

(Signed)

JOHN McCaul.

July 16, 1845.

Richmond-street, 16th July, 1845.

Mr. Hawkins begs to enclose to the Rev. Dr. McCaul, for the information of the committee of investigation, the following documents, and to state that others bearing upon his defence shall be transmitted in a day or two.

- No. 1. Copy of affidavit of Joseph B. Clench, Esq.
 " 2. " certificate of James Kirkpatrick, Esq.
 " 3. " affidavit of Robert Longhead.
 " 4. " affidavit of John Pool.

(1) *Canada, London District,* } Joseph B. Clench, of the township of Carradoc,
to wit: } in the said district, Esquire, maketh oath and saith that he has repeatedly transacted business with Mr. Henry Hawkins, clerk in the Bursar's office of King's College, and in other ways has had an opportunity of judging of his conduct as a public servant, and always found him attentive and obliging, and seemingly much interested in promoting the interests of the University; and that to deponent's knowledge, he never used his situation for improper purposes, nor derived advantages of a pecuniary kind; and this deponent never heard any person who had transacted business with Mr. Hawkins find fault with his conduct. And further deponent saith not.

(Signed) JOSEPH B. CLENCH.

Sworn before me at Caradoc, L. D., the 31st day of May, 1845.

(Signed) B. SPRINGER, J. P.

(2) This may certify that I have at various times, for several years past, transacted business at the college office with Henry Hawkins, Esq., on behalf of myself and others. I always found him extremely civil and obliging, and so far as I am capable of judging, very attentive to the business of the office; and no case has come within my knowledge wherein he has overlooked the interest of the University, or of any purchaser or lessee of the college lands.

(Signed) JAMES KIRKPATRICK,
D. P. Surveyor.

West Flamboro, June 2, 1845.

(3) *District of London and County of Middlesex,* } Whereas, Robert Long-
to wit: } head, of the township of London, came before me and maketh oath on the Holy Evangelists, and saith that during the time that said deponent held that lot No. 11, in the 3rd concession in the township of Albion, which he had bought from the college department, that he had to call several times to the said office, and always found Mr. Hawkins kind and civil, and always ready to favor me in every way in his power, with proper regard to the interests of the college; and deponent further saith, that he had offered said lot for sale for a long time before he traded with said Hawkins; that a bargain was nearly concluded between him and William Proudfoot, Esq., of the bank of Upper Canada, but the land which said Proudfoot had he did not like the location;—when one evening said deponent met Mr. Hawkins near the city of Toronto, when on his way into town; said deponent told Mr. Hawkins how that he was about to sell said lot in Albion to Seth Wilson or said Proudfoot before he would return from town. When then on the road into town, he and Mr. Hawkins made a trade between said lot and one which Mr. Hawkins had near London; and deponent solemnly declares that the trade was made between us in a straightforward manner, and just between man and man; as is customary in this country; and he considers Mr. Hawkins a fair and upright man in his situation in said office, and kind and civil and obliging to me at all times when he called there on business.

Sworn before me this 2nd day of June 1845, at London,

(Signed) J. GOODHUE, J. P.

(4). *Homes District, City of Toronto,* } Personally appeared before me Alexander
 } Dixon, Esquire, of the said District, John
 Pool, of the township of Markham, in the Home District, farmer, who, being
 duly sworn, maketh oath and saith, that he has purchased land from the Uni-
 versity of Toronto, and has repeatedly called at the office for the purpose of pay-
 ing instalments on his land: that on such occasions he saw Henry Hawkins, who
 attended to him with the greatest civility; and frequently, when this deponent
 had not a sufficient sum of money to pay the instalment then due, Mr. Hawkins
 received what money deponent had, and very considerately and kindly consented
 to wait the time that deponent requested for the payment of any balance: that on
 all occasions this deponent was treated with courtesy and attention by Mr.
 Hawkins in the said office.

That this deponent has no knowledge whatever of Mr. Hawkins having con-
 ducted himself in any way whatever so as to prejudice the interests of the Univer-
 sity, or of parties purchasing or leasing lands: neither has he heard any one what-
 ever, who has transacted business with the office, make any such charges against
 him: that Mr. Hawkins at all times answered every enquiry made by this depen-
 dent at the said office with the greatest readiness and willingness.

(Signed)

JOHN POOL.

Sworn before me, at the city of Toronto, this 12th day of June, 1845.

(Signed)

ALEX. DIXON, J. P.

Richmond Street, Toronto, 18th July, 1845.

REV. SIR,—I beg to acknowledge the receipt of your note of the 16th instant, in which you state that the President and Professor Gwynne have declined to answer the questions which I sent to the committee on the 5th instant; also stating that you have received an answer from Mr. Lewis, in which he declines proving the charges made by him against me—a copy of which you have permitted me to make. As hitherto I have in every case failed in my endeavours to make my accusers prove the charges which they have preferred against me, and to obtain answers to my interrogatories from members of the University, I conceive it perfectly useless for me to continue my defence before the committee. It was my intention to examine the Bursar upon the charges which he made against me—particularly the one which was made the ground for suspending me. I may, however, have occasion to bring this subject up in a different manner, and before a different tribunal. Allow me to request that I may be permitted to take a copy of the report of the committee, before it has been submitted to the Council.

I herewith send you copies of the following documents:—

- No. 5. Affidavit of William James.
- No. 6. Certificate of William Selby.
- No. 7. Affidavit of William Richardson.
- No. 8. Certificate of Robert James, sr.
- No. 9. Certificate of John James.
- No. 10. Certificate of William Nichols.

The documents of which the above are copies are in my possession, and will be produced to the committee should they desire it.

I have the honour to be, Rev. Sir,

Your most obedient servant,

HENRY HAWKINS.

(5) I certify that I have known Mr. H. Hawkins for the past seven years, during which time he has treated me with kindness and civility; that I have bought land of the College; that I have always seen Mr. Hawkins in the office; that he was kind enough to interfere in my behalf with Colonel Wells, when I bought my land, by which five shillings per acre was taken off without Mr. Hawkins having derived benefit therefrom; that I have no other knowledge of Mr. Hawkins but what I obtained from doing business with him at the College office; that I never knew Mr. Hawkins to do anything to the prejudice of the interests of the College, nor to that of persons buying or leasing land from the College; that I never heard any one accuse Mr. Hawkins of having done so; that I have known many persons who have bought land of the College; that I never heard any one speak of Mr. Hawkins's conduct but in terms of respect and kindness for his civility and attention; that he always answered every enquiry I

had to make with perfect willingness: and that his conduct towards me calls for my lasting gratitude and respect.

(Signed)

WILLIAM JAMES.

Sworn before me this 26th day of June, 1845.

(Signed)

JOHN WILLSON, J. P.

(6) I, William Selby, of East Gwillimbury, certify that I have known Mr. Henry Hawkins for the last seven years. I have land from the King's College office. I have always transacted my business with Mr. Hawkins, whom I have at all times found attentive, civil and obliging; that I never have known, nor have I ever heard, of Mr. Hawkins having behaved otherwise in the office. I have never heard him spoken of in any other way than in terms of respect. I know many persons who have purchased land from the King's College office, and have never heard any complaint against Mr. Hawkins of any kind.

I not only found Mr. Hawkins very attentive to the interests of parties holding College land, but also extremely cautious that the College interest might be secured.

Given under my hand this fourth day of July, 1845.

(Signed)

WILLIAM SELBY.

(7) *City of Toronto,* } Personally appeared before me, John O'Beirne, Esq.,
to wit. } one of Her Majesty's Justices of the Peace for the Home District, William Richardson of the township of Scarborough, yeoman, who, being duly sworn, maketh oath and saith that he has frequently had occasion to call at the office of King's College University respecting land which he had purchased of the University; that for the last ten or twelve years he has been frequently at the said office for the purpose of paying instalments on his land, and in making enquiries respecting it, on which occasions he generally saw Henry Hawkins in the office, from whom he received the greatest civility and attention—that he always appeared ready and desirous of affording this deponent every information he required, although he, this deponent, had no other knowledge of him than that which he obtained in the way of business at the said office. He, this deponent, has never heard any one complain of receiving any incivility or inattention from Mr. Hawkins, although he is acquainted with many persons who have purchased land and transacted business at the said office of the University; but, on the contrary, he has heard expressions of respect for his conduct there; and further, that he has no knowledge whatever of the said Henry Hawkins having derived any pecuniary advantage whatever to the prejudice of the said University, or of persons purchasing lands therefrom; neither has he heard any one whatever complain of his having so conducted himself.

(Signed)

WM. RICHARDSON.

Sworn before me, at Toronto, July 7, 1845.

(Signed)

M. J. O'BEIRNE, J. P.,
Home District.

(8) I certify that I have known Mr. H. Hawkins for several years past, having transacted business in the office of the College in which he was employed. I have from that acquaintance been led to form a high opinion of that gentleman, and from his strict adherence to the principles of justice, and his willingness at all times to accommodate persons with whom he had business to transact, gave, as far as my knowledge extends, general satisfaction to all, never having heard anything to the contrary from any person.

(Signed)

ROBERT JAMES, Sen.

June 17, 1845.

(9) I do certify that I have known Mr. Henry Hawkins for the last seven years, during which time I have purchased land at King's College Office; that Mr. H. has always used me in an obliging manner, answering all my enquiries to my entire satisfaction.

I am acquainted with several persons that have purchased land at the above office, and that I have always heard him well spoken of for his gentlemanly conduct towards them, and for his unceasing attention to all their enquiries; and his conduct towards me calls on my warmest and best wishes.

(Signed)

JOHN JAMES.

Township of York.

(10) I certify that I have known Mr. Henry Hawkins for several years as clerk in the King's College Office; that I have purchased land from the College, and for the last seven or eight years have been going to the office making payments on my land, and making enquiries respecting it; that I generally saw Mr. Hawkins, who was at all times extremely civil and obliging, and answered all my questions with the greatest willingness; that I never knew Mr. Hawkins to do anything to injure any individual in the College; neither have I ever even heard it mentioned by others; but on the contrary, have heard persons who have done business with Mr. Hawkins at the office, speak of him in terms of respect and kindness for his civility and attention to their interests. I have no other knowledge of Mr. Hawkins but what I obtained through going to the said office.

(Signed)

WM. NICHOLS.

Township of Markham, July 4th, 1845.

Mr. Hawkins, with the permission of the Rev. Dr. McCaul, begs leave to send the copy of a certificate made by G. S. Boulton, Esq., in addition to others of a similar nature already sent.

Richmond-street, 31st July, 1845.

(11) I certify that I have for many years known Henry Hawkins, late senior clerk in the Bursar's office of King's College University; that I have purchased lands of the University; that I have on that account transacted business with Mr. Hawkins at the said office; that I have on many occasions, on my own behalf and on behalf of many others, called at the said office to make enquiries respecting land, and to pay monies thereon; that I have for the last seven years almost entirely transacted such business with Mr. Hawkins.

I never knew Mr. Hawkins to do anything to the prejudice of the College, neither have I ever known (or heard till after he left the office) that he behaved himself improperly towards the purchasers or tenants of the College lands; he always answered my questions with the greatest readiness; I at all times found him attentive and obliging, and he seemed to me to be very desirous in the furthering of the interests of the University. I further certify that I considered Mr. Hawkins an efficient person in his situation in said office; his knowledge of the estate of the University, as well as his general acquaintance with the business of the department, induced me to think that he was a valuable servant of the University.

Given under my hand, at Toronto, this 30th day of July, 1845.

(Signed)

G. S. BOULTON.

COPY OF A LETTER FROM JOHN GRAHAM.

Toronto Township, 21st August, 1845.

Sir:—Might I beg of you to take the trouble to present the enclosed petition to the council at its first sitting. You know more concerning the matter than any of the other members, and as I rely on the justice of my claim and the integrity of the council, I indulge a hope that my prayer will be granted.

I remain, Sir,

Your obdt. humble servant,

(Signed) JOHN GRAHAM.

Dr. McCaul, L.L.D.

To the President, Vice President and Council of King's College:

The petition of John Graham, of the township of Toronto, humbly sheweth, that lot No. 15, in the second concession east of Centre Road, was bequeathed to him by his late father, on condition that petitioner would support his widowed mother. In the year 1819 petitioner's father got a grant fee ticket of the lot from the Crown, which petitioner is informed is equivalent to a lease after petitioner's father's death. His executors heard that it then belonged to the college. They went to the office and tendered the rent and purchase-money. Col. Wells replied that they expected this with other lots from the Crown, but as yet the transfer was not made out, and he did not feel justified in taking any money on this lot, but as soon as it would be transferred he would let them know by letter. This the colonel forgot to do. However, the executors understood the college had become possessed of it, and they sent my brother, seven or eight years ago, to enquire. He (petitioner's brother) was told by a clerk (a Mr. Hawkins), that the lot did not belong to the college. After this, petitioner nor

his friends could hear nothing more of it, as petitioner was informed this clerk was the only person from whom he could seek any information. Sometime after one of petitioner's neighbors got a deed for part of the east end, which proved that the clerk has been mistaken. My brother and cousin, on behalf of petitioner, called at the office in July 1843, and then made an arrangement to purchase. The rent and an instalment were to be paid as soon after harvest as the wheat could be got to market. Petitioner was well satisfied with this; but to his utter astonishment an ejectment was served on the second of August, not quite four weeks after the arrangement was made. On the first of the following month (September), my brother tendered the rent and part of the instalment, when Hawkins told him he would take no money, as the place had gone out of petitioner's hands. After the ejectment was served, a petition was forwarded to your honorable council, which petition petitioner believes was never presented, although it was returned accompanied by a letter from the bursar stating that "the council would have nothing to do with it." Petitioner then consulted a lawyer, who advised him to enter a defence against the process of ejectment. Plaintiff's council tried to make it appear that petitioner wished to defraud the college of its rights. This petitioner solemnly declares he never had the most distant idea of, and would appeal to Mr. Duggan for a corroboration of this assertion. Petitioner would beg to say, that he can get everything herein stated proved upon oath, and confidently hopes that your honorable council will see that petitioner has been unjustly treated by Hawkins, and that the petitioner has the right of pre-emption to the lot, which will justify your honorable council in revoking any sale which may be made, and that you will grant petitioner a deed on the usual terms, and as in duty bound petitioner will ever pray.

(Signed) JOHN GRAHAM,
West half lot 15, 2nd con. east Toronto.

COPY OF A LETTER FROM PROFESSOR CROFT TO THE REV. DR. M'CAUL.

SIR,—As you were kind enough to inform me that my name has been mentioned in the evidence taken before the Committee in relation to the post-office accounts, I beg leave to send you, in explanation, the following particulars:—

As soon as I arrived in Toronto, I ordered a box (No. 288) at the post-office, and requested the University messenger to fetch my letters for me. Beyond my English letters, all of which are pre-paid, and those from Macpherson & Crane in Montreal, on College business, I do not think I have received six letters since I have been in the country.

On making enquiries some time since at the post-office, I could obtain no private account, as they had been in the habit of putting my letters at once into the University box; but as all my letters, excepting those on College business, have been prepaid, the University could have been at no expense on my account, excepting for some magazines, all of which were in my possession, with the postage marked on each. I calculated the amount, which was 12s. 1d., and requested Dr. Boys to receive it, which he, however, refused to do, stating that he had no orders to that effect.

The mistake has arisen from the neglect of the clerks in the post-office.

I have the honour to be, Sir,

Your very obedient servant,

(Signed)

HENRY CROFT.



